



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
August 21, 2023 at 7:30 PM

Fifty Raupp Blvd
Buffalo Grove, IL 60089-2100
Phone: 847-459-2500

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Regular Meeting - Jul 17, 2023 7:30 PM
- B. Village Board - Special Meeting - Aug 7, 2023 5:00 PM
- C. Village Board - Committee of the Whole - Aug 7, 2023 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1358 (Trustee Pike) (Staff Contact: Chris Black)

4. Village President's Report

5. Village Manager's Report

- A. Introduction of New Police Officers (Trustee Cesario) (Staff Contact: Brian Budds)

6. Special Business

- A. Public Hearing- Annexation Agreement for the Property at 22771 & 22825 Prairie Road (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- B. Pre-Application Discussion - Proposed Lazy Dog Restaurant at 51 McHenry (Former IHOP) (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- C. Pre-Application Discussion - Proposed Belle Tire at 704 E Lake Cook Road (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- D. Pre-Application Discussion- Proposed Mixed Use Development at 915-945 Dundee Road (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

7. Reports from Trustees

8. Consent Agenda

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

- A. R-2023-22 Resolution Relating to the Semi-Annual Review of Closed Session Minutes (Clerk Sirabian) (Staff Contact: Jessie Brown)

SUMMARY: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: June 19, 2023.

- B. O-2023-87 Ordinance Authorizing a Development Improvement Agreement with Driven Car Wash at 301 N. Milwaukee Road (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: A development agreement was previously approved for this project. A new developer has purchased the project therefore a new Development Improvement Agreement is necessary. Staff recommends approval of the agreement, subject to the receipt of the required fees, and Village Engineer and Village Attorney review.
- C. O-2023-96 Ordinance Authorizing Execution of a Contract with Pumpstation Professionals for Irrigation Services (Trustee Cesario) (Staff Contact: Geoff Tollefson)
- SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with Pumpstation Professionals in an amount not to exceed \$154,220.00 which includes the 10% contingency, pending final review and approval of the contract by the Village Attorney.
- D. O-2023-97 Ordinance Authorizing the Disposal of Surplus Village Personal Property (Trustee Weidenfeld) (Staff Contact: Chris Black)
- SUMMARY: The attached list of Village owned property that will be disposed of during FY 2023. The assets were either used for trade-in or outright disposed of. All capital assets will be removed from the Village's balance sheet.
- E. O-2023-98 Hey & Associates Bordeaux Natural Area Design (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: Staff seeks authorization for the Village Manager to execute an agreement with Hey & Associates, for design engineering of improvements to the Bordeaux Natural Area in connection with a DCEO Grant funding opportunity.
- F. O-2023-99 Ordinance Authorizing an Engineering Agreement with Aecom Technical Services, Inc. for Station 6 Design Services (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: Staff seeks authorization for the Village Manager to execute an agreement with AECOM Technical Services, for design engineering to develop the bid documents for improvements at the Station 6 Water Facility in connection with a DCEO Grant funding opportunity.
- G. O-2023-100 Ordinance Approving an Amendment to Ordinance 2021-067, an Amendment to the PUD and the Preliminary Plan, to Allow Self-Storage Facility at 105 Lexington Drive. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- SUMMARY: Buffalo Grove Self-Storage is the contract purchaser of the property located at 105 Lexington Drive and is requesting approval of an amendment to the Planned Unit Development to allow the construction of a 4-story self-storage facility.
- H. O-2023-101 Ordinance Amending Chapter 10 of the Village of Buffalo Grove Municipal Code (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: An Ordinance proposing updated or new traffic ordinances due to a comprehensive review of the Village's signage.
- I. O-2023-102 Approve an Amendment to Ordinance 2009-15, Which Adopted the "Village Comprehensive Plan Update 2009" as Amended by Ordinance 2018-24 and 2019-021 by Mixed-Use as the Future Land Use for the Dundee Road TIF District Area. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- SUMMARY: The proposed amendment is to designate mixed-use as the future land use for the Dundee Road area. The Planning & Zoning Commission unanimously recommended approval.

9. Ordinances and Resolutions

- A. O-2023-103 Award of Bid for Water Main Materials (Trustee Stein) (Staff Contact: Kyle Johnson)
- B. O-2023-104 Ordinance Approving an Annexation Agreement for the Property at 22771 & 22825 Prairie Road (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- C. O-2023-105 Ordinance Annexing the Property at 22771 & 22825 Prairie Road (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- D. O-2023-106 Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie Road (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- E. O-2023-107 Approve an Ordinance Approving the Buffalo Grove Dundee Road TIF District Redevelopment Project Area (Trustee Stein) (Staff Contact: Nicole Woods)
- F. O-2023-108 Approve an Ordinance Designating the Buffalo Grove Dundee Road TIF District Redevelopment Project Area (Trustee Stein) (Staff Contact: Nicole Woods)
- G. O-2023-109 Approve an Ordinance Adopting Tax Increment Allocation Financing for the Buffalo Grove Dundee Road TIF District Redevelopment Project Area (Trustee Stein) (Staff Contact: Nicole Woods)

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

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 459-2525 to allow the Village to make reasonable accommodations for those persons.

**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, MONDAY, JULY 17, 2023**

CALL TO ORDER

President Smith called the meeting to order at 7:30 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Art Malinowski, Director of Human Resources; Molly Gillespie, Director of Communications; Chris Black, Director of Finance; Nicole Woods, Director of Community Development; Kyle Johnson, Assistant Director of Public Works; Jim Warnstedt, Assistant Director of Public Works; Brett Robinson, Administrative Services Director; Fire Chief Baker; and Police Chief Budds.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Cesario, to approve the minutes of the May 15, 2023, Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Moved by Johnson, seconded by Weidenfeld, to approve the minutes of the June 19, 2023, Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

WARRANT #1357

Mr. Black read Warrant #1357. Moved by Pike, seconded by Ottenheimer, to approve Warrant #1357 in the amount of \$4,607,048.37 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE PRESIDENT’S REPORT

President Smith read a Proclamation honoring Zill Khan for his dedicated service on the **Planning & Zoning Commission** for over 22 years. Mr. Khan’s service to Buffalo Grove has been invaluable as he played a key role in shaping the future of the Village and contributed many notable recommendations to the Village Board on a variety of projects. Mr. Khan was also praised by Board members that were fortunate to serve along with him on the Planning & Zoning Commission.

VILLAGE MANAGER’S REPORT

FF/PM Phil Schroeder presented a recap of the **Fire Up Food Truck Festival**, which was held on May 13, 2023. The event was a huge success and raised over \$11,000.00 to support the efforts of **Project Fire Buddies**. The BGFD was thanked for their efforts to support this worthwhile project.

Minutes Acceptance: Minutes of Jul 17, 2023 7:30 PM (Approval of Minutes)

PUBLIC HEARING – PROPOSED 2023 BUFFALO GROVE DUNDEE ROAD TIF DISTRICT

Moved by Weidenfeld to open the Public Hearing for the Proposed 2023 Buffalo Grove Dundee Road TIF District. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

President Smith opened the Public Hearing at 7:41 P.M. Notices of this Public Hearing were published in the *Daily Herald* on June 20, 2023, June 30, 2023, and July 9, 2023.

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

President Smith noted the purpose of the Public Hearing. Pursuant to the TIF Act, the Village Board must wait at least 14 days from the close of the Public Hearing before introducing or taking action on the Ordinances establishing the 2023 Buffalo Grove Dundee Road TIF District. Said Ordinances are currently scheduled for consideration at the August 21, 2023, Village Board meeting. On May 15, 2023, the Village Board approved Ordinance No. 2023-73 setting the public hearing date for the proposed TIF on July 17, 2023, at 7:30 P.M. Prior to the public hearing, the TIF Act also requires that the Village hold a Joint Review Board (JRB) meeting with all affected taxing bodies. The JRB meeting was held on June 20, 2023, and the JRB voted unanimously to approve Resolution No. 2023-01 recommending approval of the proposed 2023 Buffalo Grove Dundee Road TIF District.

President Smith swore in Geoffrey Dickinson of SB Friedman Development Advisors and Nicole Woods to give testimony.

Ms. Woods reviewed the Proposed 2023 Buffalo Grove Dundee Road TIF District, details of which are contained in Mr. Stilling's memo to Mr. Bragg of July 13, 2023.

Referring to a PowerPoint presentation, consultant Geoffrey Dickinson reviewed key points & methodology used in this process, after which he and staff answered questions from the Board.

President Smith swore in Joanne Almerigi, 951 Old Arlington Court, to give testimony. Ms. Almerigi stated that she is concerned about the property maintenance of the former auto dealerships on Dundee Road and does not believe that Napleton has thus far been a good neighbor. Mr. Stilling stated that staff will address the issue with the property owner.

President Smith then swore in Ashely Kiddle, 1101 Beechwood Road, who asked about the impact on nearby homeowners. Mr. Stilling responded to Ms. Kiddle's questions.

There being no further questions from Board members or the public, it was moved by Ottenheimer and seconded by Cesario to close the Public Hearing. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

President Smith closed the Public Hearing at 8:06 P.M.

REPORTS FROM TRUSTEES

Trustee Johnson reported on several events happening with another successful **Farmer's Market**.

Trustee Johnson also reported on several aspects of **2023 Buffalo Grove Days**, including the return of the parade on Sunday, September 3, 2023, at 11:00 A.M.

Minutes Acceptance: Minutes of Jul 17, 2023 7:30 PM (Approval of Minutes)

Finally, Trustee Johnson reported that the Village is in the process of creating a **Communitywide Calendar** in order for residents to publicize specific events, as well as for residents looking for events to attend in the community.

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. 2023-19 – FOIA

Motion to pass Resolution No. 2023-19 amending the Village of Buffalo Grove Illinois Freedom of Information Act Directory. The FOIA Directory has been simplified to a more concise and efficient format to provide needed updates and to minimize duplication.

Resolution No. 2023-20 – Closed Session Minutes

Motion to pass Resolution No. 2023-20 relating to the Semi-Annual Review of Closed Session Minutes. The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: October 17, 2022; November 7, 2022; January 3, 2023; February 6, 2023; March 6, 2023; April 3, 2023.

Ordinance No. 2023-86 – 1650 Leider Lane

Motion to pass Ordinance No. 2023-86 authorizing payment of an amount of \$56,525.00 to Lake County for Connection Fees for the new Public Works Facility located at 1650 Leider Lane, Buffalo Grove, IL.

Ordinance No. 2023-88 – Prairie Grove Park

Motion to pass Ordinance No. 2023-88 authorizing approval of the Development Improvement Agreement for Prairie Grove Park located between Olive Hill Drive and Hoffmann Drive subject to the receipt of the letter of credit, required fees, and Village Attorney review.

Ordinance No. 2023-89 – Guzman Y Gomez

Motion to pass Ordinance No. 2023-89 amending Chapter 5.20 - Liquor Controls reserving a Class B liquor license for Guzman Y Gomez Restaurants, LLC at 120 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before October 16, 2023.

Ordinance No. 2023-90 – Ricky Rockets

Motion to pass Ordinance No. 2023-90 authorizing execution of a Certificate of Initial Acceptance and Approval for Ricky Rockets Development Improvements located at 700 E. Lake Cook Road.

Ordinance No. 2023-91 – Municipal Code

Motion to pass Ordinance No. 2023-91 amending Chapter 10 of the Village of Buffalo Grove Municipal Code proposing updated or new traffic ordinances due to the completion of the Rickey Rockets development project.

Ordinance No. 2023-92 – Chastain & Associates

Motion to pass Ordinance No. 2023-92 authorizing an Engineering Services Agreement with Chastain & Associates LLC time & material contract for development review services for an initial limit not to exceed \$50,000.00.

Minutes Acceptance: Minutes of Jul 17, 2023 7:30 PM (Approval of Minutes)

Ordinance No. 2023-93 – Bridge Painting

Motion to pass Ordinance No. 2023-93 authorizing an Intergovernmental Agreement with the Buffalo Grove Park District relating to the Pedestrian Bridge Over Route 83 Painting.

Ordinance No. 2023-94 -Truck Purchase

Motion to pass Ordinance No. 2023-94 approving the waiver of competitive bidding and authorization for the Village Manager to purchase one 2023 Chevrolet Silverado 1500 Pickup Truck from Castle AutoPlex in an amount not to exceed \$46,480.26.

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

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2023-95 – QUIET ZONE

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2023-82, authorizing execution of a Contract with Martam Construction, Inc. for Quiet Zone Modifications, in accordance with materials contained in Board packets and pending review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated July 13, 2023.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2023-21 – 2023 PAY RANGES

Moved by Ottenheimer, seconded by Cesario, to pass Resolution No. 2023-21, approving the Revised 2023 Pay Ranges for Village of Buffalo Grove Employees, in accordance with materials contained in Board packets.

Mr. Malinowski reviewed the proposed resolution, details of which are contained in the memo of July 13, 2023, that he and Ms. Golbach sent to Mr. Bragg, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

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

Scott Moran, attorney representing Kimberly Hauber, noted that he is seeking to have Ms. Hauber's property taxes abated. Mr. Brankin will follow up with Mr. Moran.

EXECUTIVE SESSION

Moved by Weidenfeld, seconded by Johnson, to move to Executive Session to discuss: **Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06, and 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, Cesario, Ottenheimer, Stein, Pike, Weidenfeld

NAYS: 0 – None

Motion declared carried.

The Board adjourned to Executive Session from 8:20 P.M. until 8:32 P.M.

ADJOURNMENT

Moved by Ottenheimer, seconded by Cesario, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The Regular Meeting was adjourned at 8:33 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 21st DAY OF August 2023

Village President

Minutes Acceptance: Minutes of Jul 17, 2023 7:30 PM (Approval of Minutes)

**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE LEGISLATIVE
CONFERENCE ROOM ON MONDAY, AUGUST 7, 2023**

CALL TO ORDER

President Smith called the meeting to order at 5:10 P.M.

ROLL CALL

Those present were: President Smith; Trustees Johnson, Cesario, Ottenheimer, Pike and Weidenfeld. Trustee Stein was absent.

Also present were: Dane Bragg, Village Manager; Chris Stilling, Deputy Village Manager; Evan Michel, Management Analyst; and Lyle Sumek, Facilitator, Lyle Sumek Associates.

STRATEGIC PLANNING

This meeting is a Strategic Planning Workshop with Mr. Sumek and the Board working together to envision and facilitate the future of the Village of Buffalo Grove.

ADJOURNMENT

Moved by Weidenfeld, seconded by Johnson, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 6:55 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 21st DAY OF August 2023

Village President

Minutes Acceptance: Minutes of Aug 7, 2023 5:00 PM (Approval of Minutes)

**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 7, 2023**

CALL TO ORDER

President Smith called the meeting to order at 7:30 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present: President Smith; Trustees Johnson, Cesario, Ottenheimer, Pike and Weidenfeld. Trustee Stein was absent.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Chris Black, Finance Director; Christine Berman, Deputy Finance Director; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resource Management Analyst; Evan Michel, Assistant to the Village Manager; Molly Gillespie, Communications Director; Brett Robinson, Director of Purchasing; Nicole Woods, Director of Community Development; Kyle Johnson, Deputy Director of Public Works/Village Engineer; Jim Warnstedt, Deputy Director of Public Works; Geoff Tollefson, Director of Golf Operations; Fire Chief Baker; and Police Chief Budds.

TRUSTEE REPORTS

Trustee Johnson noted that this is **National Farmer's Market Week**, and noted the Buffalo Grove Farmer's Market and thanked the numerous volunteers who work tirelessly each week to make it a huge success.

Trustee Johnson also noted various events that will take place during the upcoming **Buffalo Grove Days** celebration that will take place during Labor Day weekend.

CITIZEN CITATION

Chief Baker recognized the life-saving actions of **Matthew Pangbom** and the Buffalo Grove Fire Department personnel who responded to a 9-year-old unresponsive in a local swimming pool on July 15, 2023. Chief Baker then presented Certificates of Appreciation to Mr. Pangbom as well as the members of the Buffalo Grove Fire Department who ensured that this 9-year-old is home and healthy today. All were heartily congratulated and thanked by the audience and the Board. Mr. Pangbom thanked the Village for this recognition and noted what an emotional experience it was to be able to help this child. Mr. Pangbom also urged everyone to learn CPR procedures, because you never know when you will need them.

PROMOTION OF SERGEANT MATTHEW MILLS

Ed McKee, Chair of the Police & Fire Commission reviewed the accomplishments of Sergeant Mills throughout his career with the Buffalo Grove Police Department, after which he administered the Oath of Office to Sergeant Mills. Sergeant Mills' wife then pinned on his badge as he was congratulated by the audience and the Board.

Sergeant Mills thanked the Board and the Department for this recognition and noted that he is privileged and honored to work with the Village of Buffalo Grove residents and his colleagues in the Buffalo Grove Police Department.

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.

Minutes Acceptance: Minutes of Aug 7, 2023 7:30 PM (Approval of Minutes)

BG MOVING FORWARD UPDATE

Ms. Gillespie, Mr. Michel and Ms. Woods reported on BG Moving Forward, which encompasses the three interrelated strategic growth initiatives: Strategic Plan, Comprehensive Plan and Community Branding. The presentation provided an update for each project and illustrated how the projects are moving forward, both collectively and individually. Further details are contained in the memo that they wrote to Mr. Bragg on August 3, 2023.

President Smith thanked staff for their efforts, with a special thanks to all of the residents who took the time to participate in these efforts. President Smith also noted that it is not too late to weigh in on these discussions, and urged residents to volunteer in any way that they are able.

MARKET PRESENTATION

To help lay the groundwork for the economic development elements of the Comprehensive Plan, Christian Beaudoin from Jones Lang Lasalle (JLL) presented a snapshot of regional market trends. Mr. Beaudoin was the market analysis expert on the Lake Cook Corridor Plan consultant team. The presentation provided a broader understanding of the current trends and forecast for retail, commercial, residential, office, and industrial markets.

2024 CAPITAL IMPROVEMENTS

Mr. Johnson and Mr. Warnstedt provided an overview of the Capital Improvement Program requests received for the 2024 budget cycle, details of which are contained in the memo that Mr. Johnson sent to Mr. Bragg dated August 1, 2023.

GENERAL WAGE INCREASE

Mr. Malinowski reviewed the non-represented General Wage Increase and Merit Pool Recommendation to maintain the Village's strategic pay structure and pay-for-performance program, details of which are contained in the memo that he and Ms. Golbach sent to Mr. Bragg dated August 7, 2023.

SUNSET HOME RULE & UTILITY TAXES

Mr. Black reviewed the Sunset Home Rule and Utility Taxes, details of which are contained in his memo to Mr. Bragg dated August 7, 2023. In 2004, the Village Board adopted Ordinance No. 2004-16 amending Chapter 3.40 of the Municipal Code to increase the Home Rule Sales Tax by 0.5% to 1.0% effective July 1, 2004. Within the recitals of the ordinance was a requirement that by January 2006 and each January thereafter, a review is to be undertaken to determine if the rate should remain at the current level.

FY 2023 BUDGET – SIX-MONTH STATUS UPDATE

Mr. Black reviewed the 2023 Budget Six-Month Status Update, details of which are contained in his memo to Mr. Bragg of August 1, 2023. This revenue and expenditure report provides an overview of current year performance measured against the 2023 Budget and the prior year's six-month totals and provides information to make any necessary adjustments in spending and service delivery to respond to an unanticipated revenue decline or unforeseen expenditures.

2024 PROPERTY TAX LEVY

Mr. Black reviewed the Preliminary 2024 Property Tax Levy, details of which are contained in his memo of August 7, 2023, to Mr. Bragg. Staff is developing a recommendation for the FY 2023 Property Tax Levy to be extended and collected in 2024, in conjunction with the development of the FY 2024 Village Budget.

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 none.

ADJOURNMENT

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

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

NAYS: 0 – None

ABSENT: 1 – Stein

Motion declared carried.

The meeting was adjourned at 9:10 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 21st DAY OF August 2023

Village President

Minutes Acceptance: Minutes of Aug 7, 2023 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1358****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1358- \$7,429,201.59.

ATTACHMENTS:

- Warrant 1358 SUMMARY (PDF)

Trustee Liaison
Pike

Staff Contact
Chris Black, Finance

Monday, August 21, 2023	
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VILLAGE OF BUFFALO GROVE WARRANT #1358
21-Aug-23

General Fund:	1,856,319.26
Parking Lot Fund:	624.12
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	1,731.25
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	380,354.80
Capital Projects-Vehicles/Equipment:	457,907.34
Capital Projects-Streets:	149,696.24
Retiree Health Savings (RHS):	25,642.22
Water Fund:	704,585.76
Buffalo Grove Golf Fund:	64,925.97
Arboretum Golf Fund:	13,915.21
Refuse Service Fund:	78,893.00
Information Technology Internal Service Fund:	139,733.91
Central Garage Internal Service Fund:	122,172.24
Building Maintenance Internal Service Fund:	120,561.35
	<u>4,117,062.67</u>
PAYROLL PERIOD ENDING 7/16/2023	1,170,493.61
PAYROLL PERIOD ENDING 7/30/2023	1,078,241.36
PAYROLL PERIOD ENDING 8/13/2023	1,063,403.95
	3,312,138.92
TOTAL WARRANT #1358	<u><u>7,429,201.59</u></u>

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

 Village Clerk

 Village President

Attachment: Warrant 1358 SUMMARY (Approval of Warrant #1358)



Information Item : Introduction of New Police Officers

Recommendation of Action

Staff recommends approval.

Chief Brian J. Budds will be introducing the Police Department's three newest officers, Officer Edwin Zuniga, Officer Brandon Gewargis, and Officer Cody Barker

Trustee Liaison
Cesario

Staff Contact
Brian Budds, Police

Monday, August 21, 2023	
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Action Item : Public Hearing- Annexation Agreement for the Property at 22771 & 22825 Prairie Road

Recommendation of Action

The Village Board should open the public hearing and take any additional testimony concerning the annexation agreement. Once all testimony has been received and the Village Board has discussed the terms of the annexation agreement, the public hearing can be left open until the Village Board takes final action on the agreement. Staff recommends that the Village Board approve the attached annexation agreement, subject to the final review and approval by the Village Attorney.

Bloom Street Partners is the contract purchaser of the unincorporated 4.25-acre property located at 22771 and 22825 Prairie Road. The majority of the site is vacant, but the smaller, southern parcel is improved with a single-family home. Bloom Street is requesting to annex the property into Buffalo Grove and proposes a 41-unit attached single-family development on the property. As proposed, the project requires annexation with a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations to the Zoning Ordinance.

ATTACHMENTS:

- BOT Memo (DOCX)
- Draft Annexation Agreement (PDF)
- Exhibit A Legal Description (DOCX)
- Exhibit B - Plat (PDF)
- Exhibit C - Architectural Plans (PDF)
- Exhibit D - Engineering Plans (PDF)
- Exhibit E-Landscape Plan (PDF)
- Exhibit F - Renderings (PDF)
- Exhibit G Sample DIA (DOCX)
- Staff Report - Prairie Point (PDF)
- Draft PZC Minutes (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, August 21, 2023	
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VILLAGE OF BUFFALO GROVE



DATE: August 21, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development
Kelly Purvis, Deputy Director of Community Development

SUBJECT: **Public Hearing** Regarding an Annexation Agreement for 22771 & 22825 Prairie Road

BACKGROUND

Bloom Street Partners is the contract purchaser of the unincorporated 4.25-acre property located at 22771 and 22825 Prairie Road. The majority of the site is vacant, but the smaller, southern parcel is improved with a single-family home. Bloom Street is requesting to annex the property into Buffalo Grove and proposes a 41-unit attached single-family development on the property. As proposed, the project requires annexation with a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations to the Zoning Ordinance. The complete list of the variations is included in Section 37 of the attached draft annexation agreement.

VILLAGE BOARD REFERRAL

On February 21, 2023, the developer presented an overview of the concept plan to the Village Board for the proposed 41-unit townhome development at 22771 and 22825 Prairie Road. The Village Board provided comments and referred the project to the PZC to begin the entitlements process.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

On July 19, 2023, the PZC held a public hearing regarding the zoning requests for the project. Some of the PZC members expressed concerns regarding the pedestrian accessibility and school impact study. At the conclusion of the discussion, the PZC recommended approval of the rezoning to R-9 Multiple-Family District along with a Special Use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations subject to the conditions listed in the attached staff report and draft meeting minutes. Staff concurs with this recommendation.

PUBLIC COMMENTS

The developer held a remote neighborhood meeting via Zoom on Wednesday, May 24, 2023. Property owners within 350 feet of the site received notice of the meeting by mail. Residents had general questions about the project (widening of Prairie Road, price points, project timeframe), but no objections were verbalized. Nine people were in attendance (including two Village staff members).

No comments were received following the posting of the public hearing placard and mailed notices to surrounding property owners. A few residents attended the public hearing on July 19, 2023. Only one person spoke at the hearing, expressing concerns about traffic on Prairie Road. The staff report and draft minutes from the July 19, 2023 PZC meeting are attached to provide further detail on the public comment, PZC discussions, and information regarding the project.

ANNEXATION AGREEMENT

Attached for Board consideration is a final annexation agreement reflecting the plans and conditions outlined in PZC application. Staff recommends approval of the agreement, subject to the terms and conditions identified in the attached annexation agreement. The attached annexation agreement shall be subject to final review and approval by the Village Attorney. The following are some of the key terms of the draft annexation agreement:

1. The term of the agreement is 20 years and is binding upon the subject properties, parties to the agreement, and all successors and assigns.
2. Developer agrees to make cash contributions to the Village for conveyance to the Buffalo Grove Park District to fulfill the obligation of the property concerning park donations in accordance with Title 19 of the Buffalo Grove Municipal Code.
3. The Developer shall pay a cash contribution to School Districts 102 and 125 in accordance with Title 19 of the Village Code.
4. The Developer shall pay an annexation fee of \$1500 per residential unit.
5. The developer shall reimburse the Village for any real estate tax payments made by the Village to the Lincolnshire-Riverwoods Fire Protection District concerning the property.

SCHOOL/PARK IMPACTS

The developer has provided a summary of the fiscal impact analysis (attached) prepared by The Perman Group, which identifies that the proposed development would have a positive fiscal impact on all the taxing bodies. The developer is proposing to pay impact fees in accordance with Title 19 of Village Code to all affected taxing bodies including School District 103, School District 125, and the Park District.

School District 103 (Elementary)

According to the fiscal impact study, a total of 6 elementary school aged children would be generated by the development. Based on the analysis, the proposed project would have a positive fiscal impact on District 103.

School District 125 (Stevenson)

According to the fiscal impact study, a total of 3 high school aged children would be generated by the development. Based on the analysis, the proposed project would have a positive fiscal impact on District 125.

Staff has reached out to both D103 and D125 regarding the project. No formal comments or concerns were shared.

Park District

The project will provide a cash contribution (in lieu of land) to the Park District per Title 19 of Village Code. According to the fiscal impact study, the proposed development would have a positive fiscal impact on the Park District.

ACTION REQUESTED

The Village Board should open the public hearing and take testimony concerning the annexation agreement. Once all testimony has been received and the Village Board has discussed the terms of the annexation agreement, the public hearing can remain open until the annexation agreement is voted upon.

8/14/2023

ANNEXATION AGREEMENT
22771 & 22825 PRAIRIE ROAD, PRAIRIE VIEW
BLOOM STREET PARTNERS, LLC

This agreement (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 2023, by and between the VILLAGE OF BUFFALO GROVE (hereinafter referred to as "Village") by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and Bloom Street Partners, LLC, 3190 Doolittle Drive, Northbrook, IL 60062 (hereinafter referred to as "Developer") and Rainer B. Burckhardt and Peggy Jayne Kronenberger, Trustee of the P. Kronenberger Living Trust Dated November 2, 2019, (hereinafter referred to as "Owners").

WITNESSETH:

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the provisions of the Constitution of the State of Illinois of 1970; and,

WHEREAS, Owner is the owner of a certain tract of property (hereinafter referred to as the "Property") comprising approximately 4.27 acres legally described and identified in the Legal Description, attached hereto as EXHIBIT A and made a part hereof, and which real estate is contiguous to the corporate limits of the Village; and,

WHEREAS, a Plat of Annexation, including certain street right-of-way adjacent to the Property, is attached hereto as EXHIBIT B, which depicts a total area of 4.266 acres to be annexed; and,

WHEREAS, Developer is the contract purchaser with the Owners of the Property; and,

WHEREAS, Developer desires and proposes pursuant to the provisions and regulations applicable to the R-9 District of the Village Zoning Ordinance, with a special use as a Residential Planned Unit Development, to develop the Property in accordance with and pursuant to a certain

Preliminary Plan prepared by Linden Group and dated as last revised June 27, 2023, and also a certain Preliminary Engineering Plan prepared by Pearson Brown & Associates and dated April 28, 2023 and last revised May 30, 2023, (hereinafter jointly referred to as "Preliminary Plan") a copy of which Preliminary Plan is attached hereto as EXHIBITS C and D and incorporated herein, and subject to all other exhibits attached hereto or incorporated by reference herein. Said development of the Property shall consist of 41 attached single-family units within 7 buildings, to be constructed by the Developer.

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers, a proposed Annexation Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by Statute; and,

WHEREAS, pursuant to due notice and advertisement, the Planning & Zoning Commission of the Village has held a public hearing and made its recommendations with respect to the requested zoning classification in the R-9 District with a special use as a Residential Planned Unit Development, Plat of Subdivision and Preliminary Plan with variations from the Village Zoning Ordinance; and,

WHEREAS, the President and Board of Trustees after due and careful consideration have concluded that the annexation of the Property to the Village and its zoning and development on the terms and conditions herein set forth would further enable the Village to control the development of the area and would serve the best interests of the Village.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. Applicable Law. This Agreement is made pursuant to and in accordance with the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Agreement.

2. Agreement: Compliance and Validity. The Owners have filed with the Village Clerk of the Village a proper petition pursuant to and in accordance with the provisions of Section 5/7-

1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) and as the same may have been modified by the Village's Home Rule powers, conditioned on the execution of this Agreement and the compliance with the terms and provisions contained herein, to annex the Property to the Village. It is understood and agreed that this Agreement in its entirety, together with the aforesaid petition for annexation, shall be null, void and of no force and effect unless the Property is validly annexed to the Village and is validly zoned and classified in the R-9 District, all as contemplated in this Agreement. No portion of the Property shall be disconnected from the Village without the prior written consent of its Corporate Authorities.

3. Enactment of Annexation Ordinance. The Corporate Authorities, within twenty-one (21) days of the execution of this Agreement by the Village, will enact an ordinance (hereinafter referred to as the "Annexation Ordinance") annexing the Property to the Village. Said Annexation Ordinance shall be recorded at the Lake County Recorder's Office along with the Plat of Annexation (attached hereto as EXHIBIT B).

4. Enactment of Zoning Ordinance. Within twenty-one (21) days after the passage of the Annexation Ordinance, the Corporate Authorities shall enact an ordinance zoning the Property in the R-9 District, with a special use for a Residential Planned Unit Development, subject to the restrictions further contained herein and all applicable ordinances of the Village of Buffalo Grove as amended from time to time. Said zoning shall be further conditioned on the development of the Property in accordance with the Preliminary Plan (EXHIBITS C and D) and other exhibits attached hereto or incorporated by reference herein.

5. Approval of Plans. The Corporate Authorities hereby approve the Preliminary Plan (EXHIBITS C and D) and Exhibits E and F pursuant to the provisions of the Development Ordinance. The Corporate Authorities agree to approve a Development Plan (including a plat of consolidation) based on final versions of the plans and drawings of the development of the Property as submitted by the Developer provided that the Development Plan shall:

- a) conform to the approved Preliminary Plan and Exhibits E and F, and
- b) conform to the terms of this Agreement and all applicable Village Ordinances as amended from time to time; and

- c) conform to the approved Development Improvement Agreement as amended from time to time.

6. Compliance with Applicable Ordinances. The Developer agrees to comply with all ordinances of the Village of Buffalo Grove as amended from time to time in the development of the Property, provided that all new ordinances, amendments, rules and regulations relating to zoning, building and subdivision of land adopted after the date of this Agreement shall not be arbitrarily or discriminatorily applied to the Property but shall be equally applicable to all property similarly zoned and situated to the extent possible. Developer, in the development of the Property, shall comply with the standards set forth in the Village of Buffalo Grove Development Ordinance as amended from time to time. Notwithstanding the foregoing, the Village shall not apply new ordinances or regulations to the Property to the extent that the ordinances or regulations would prevent development of the Preliminary Plan approved herein.

7. Amendment of Plan. If the Developer desires to make changes to the Preliminary Plan, or Exhibits E and F, as herein approved, the parties agree that such changes to the Preliminary Plan or Exhibits E and F will require, if the Village so determines, the submission of amended plats or plans, together with proper supporting documentation, to the Planning & Zoning Commission and/or the Corporate Authorities to consider such changes to the Preliminary Plan. The Corporate Authorities may, in their sole discretion, require additional public hearings and may review the commitments of record contained in this Agreement, including, but not limited to fees, prior to final consideration of any change to the Preliminary Plan and Exhibits E and F. The Village Manager is hereby authorized to approve such minor changes as he deems appropriate.

8. Building Permit Fees. The building permit fees may be increased from time to time so long as said permit fees are applied consistently to all other developments in the Village to the extent possible. In the event a conflict arises between the Developer and the Village on any engineering and technical matters subject to this Agreement, the Village reserves the right to pass along any and all additional expenses incurred by the use of consultants in the review and inspection of the development from time to time. Developer shall pay any non-discriminatory

new or additional fees hereinafter charged by the Village to developers of properties within the Village.

9. Water Provision. The Developer shall be permitted and agrees to tap on to the Village water system at points recommended by the Village Engineer which points to the extent shown on EXHIBIT D are hereby approved by the Village. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. The Developer further agrees to pay to the Village such fees in accordance with the applicable Village Ordinances at the time of the issuance of the water and sewer permits. The Developer agrees to accept any increase in water rates and tap on fees provided such rates and fees apply consistently to all other similar users in the Village to the extent possible. Following such tap on, the Village agrees to provide to the best of its ability and in a non-discriminatory manner water service to all users on the Property in accordance with the Preliminary Plan. Water mains serving the Property and those approved as part of the development shall be installed by the Developer and, except for service connections to the buildings shall, upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, be dedicated to the Village and become a part of the Village water system maintained by the Village.

10. Storm and Sanitary Sewer Provisions.

a. The Corporate Authorities agree to cooperate with the Developer and to use their best efforts to aid Developer in obtaining such permits from governmental agencies having jurisdiction as may be necessary to authorize connection from the proposed development to the Lake County Department of Public Works for the collection of sewage. The Developer shall construct on-site and off-site sanitary sewers as may be necessary to service the Property, in accordance with EXHIBIT D. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. Upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, the Corporate Authorities agree to operate and maintain such systems, except for sanitary sewer service connections. The Developer agrees to accept any increase in sewer rates and tap on fees, provided that such fees and rates are applied consistently to all similar users in the Village to the

extent possible.

b. The Developer shall also construct any storm sewers which may be necessary to service the Property, in accordance with EXHIBIT D. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering.

11. Drainage Provisions. The Developer shall fully comply with any request of the Village Engineer related to the placement of buildings on lots, to preserve drainage standards. The Developer shall install any storm sewers and/or inlets which are required to eliminate standing water or conditions of excess soggy which may, in the opinion of the Village Engineer, be detrimental to the growth and maintenance of lawn grasses.

12. Owner/Developer Recapture of Utility Costs. Not Applicable.

13. Payment of Recapture Fees Owed. Any amount of recapture required to be paid by this Property shall be due and payable to the Village upon platting of the subdivision.

14. Security for Public and Private Site Improvements. Security for public and private site improvements shall be provided in accordance with the Development Ordinance, and the Development Improvement Agreement (EXHIBIT G) as amended from time to time. Any letter of credit issued for such improvements shall be drawn on a financial institution of net worth reasonably satisfactory to the Village Attorney. The issuer may have an equitable or lending interest in the Property provided that the letter of credit, either by its own terms or by separate written assurances of the issuer, shall be honored irrespective of that interest. The Village shall have the right to draw up to the full amount of the letter of credit in order to complete, and have formal acceptance of, all improvements secured by the letter of credit.

15. Exhibits. The following EXHIBITS, some of which were presented in testimony given by the Developer or the witnesses during the hearings held before the Planning & Zoning Commission and the Corporate Authorities prior to the execution of this Agreement, are hereby incorporated by reference herein, made a part hereof and designated as shown below.

EXHIBIT A	Legal Description
EXHIBIT B	Plat of Annexation
EXHIBIT C	Preliminary Plan

EXHIBIT D	Preliminary Engineering Plan
EXHIBIT E	Landscaping Plan
EXHIBIT F	Architectural Rendering
EXHIBIT G	Sample Development Improvement Agreement

16. Annexation Fee. Developer agrees to pay an annexation fee of \$1,500 per unit for the 41 units, which fee shall be payable pro rata at issuance of building permits. This fee, however, shall be paid in full prior to the expiration of this Agreement.

17. Building, Landscaping and Aesthetics Plans. Developer will submit final building and landscaping plans (which landscaping plans shall conform to the requirements of Village Ordinances) for final approval by the Village before commencing construction of buildings. Lighting and signage shall be compatible with surrounding areas as approved by the Village. Phases not under construction or completed shall be maintained in a neat and orderly fashion as determined by the Village Manager. The exterior elevations of the buildings to be constructed by the Developer shall comply with the plans approved by the Village. It is understood and agreed that minor modifications pertaining to the exterior elevations may be desired by the Developer, and to the extent practicable, the Village may review said modifications administratively. Major changes may be subject to review by the Appearance Review Team (ART) and/or the Planning & Zoning Commission.

18. Maintenance Obligations. The Village shall have the right, but not the obligation, to enforce the obligations of the Developer set forth in this paragraph 18, and further shall have the right, upon thirty (30) days prior written notice specifying the nature of a default, to enter upon the Property and cure such default, or cause the same to be cured at the cost and expense of the Developer. The Village shall also have the right to charge or place a lien upon the Property for repayment of such costs and expenses, including reasonable attorneys' fees in enforcing such obligations, subordinate in any event to any prior lien thereon.

Developer shall maintain (including but not by way of limitation, repair and replace) the following areas as depicted on Exhibits A through F:

- a. all private roadways, curbs, sidewalks, and walking paths on the Property;

- b. stormwater facilities and drainage systems;
- c. parking and landscaping areas; “No Parking” pavement markings and signage;
- d. snow removal for private roadways, private driveways and public sidewalks and storage of excess snow in appropriate off-street locations which shall not in any way impede the Village's snow removal operations on public streets.

19. Park District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding park donations. Developer agrees to make cash contributions to the Village for conveyance to the Buffalo Grove Park District to fulfill the obligation of the Property concerning park donations in accordance with Title 19 of the Buffalo Grove Municipal Code.

20. School District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding school donations. Developer agrees to make cash contributions to the Village for conveyance to School Districts 103 and 125 according to the criteria of said Title.

21. Library District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding library donations.

22. Conditions Concerning Parks, School, and Library Donations. It is understood and agreed that rooms in the residential units labeled as dens, lofts, studies or libraries on the floor plans will be counted as bedrooms for the purposes of calculating park, school and library donations, if, in the judgment of the Village, said rooms can be used as bedrooms. It is understood and agreed that the per acre land value used to compute said cash contributions may be increased from time to time, and cash contributions made at the time of building permit issuance shall be based on the land value in effect at the time of permit issuance.

23. Annexation to the Buffalo Grove Park District. The Developer agrees, at the request of the Buffalo Grove Park District, to annex any part or all of the subject Property to said Park District. Said annexation shall be completed within sixty days (60) days of the request of the Park District.

24. Facilitation of Development. Time is of the essence of this Agreement, and all parties will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property is in the best interests of all the parties and requires their continued cooperation. The Developer does hereby evidence its intention to fully comply with all Village requirements, its willingness to discuss any matters of mutual interest that may arise, and its willingness to assist the Village to the fullest extent possible. The Village does hereby evidence its intent to cooperate in the resolution of mutual problems and its willingness to facilitate the development of the Property, as contemplated by the provisions of this Agreement.

25. Enforceability of the Agreement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

26. Term of Agreement. This Agreement is binding upon the Property, the parties hereto and their respective grantees, successors and assigns for a term of twenty (20) years from the date of this Agreement. Developer is under contract to purchase the Property from Owners, with an intent to close on or before December 31, 2023 after the Village has approved this Agreement. As such, the Village acknowledges that, upon closing, Bloom Street, LCC, or an entity which controls, is controlled by or is under common ownership with Bloom Street, LCC shall be entitled to develop the Property consistent with this Agreement. Otherwise, this Agreement shall not be assigned to any other party or entity without prior written consent of the Village Manager. If the Developer fails to close on the Property on or before December 31, 2023, all rights and benefits of this Agreement and the approved Planned Unit Development and Rezoning Ordinances shall not be given to the Owner and the Property, and this Agreement shall be null and void, and the property may be rezoned R-E, One-Family Dwelling District, at the option of the Village. This Agreement may be amended by the Village and the Developer of record of a portion of the Property as to the provisions applying thereto, without the consent of the

Developers of other portions of the Property.

27. Corporate Capacities. The parties acknowledge and agree that the individuals that are members of the group constituting the Corporate Authorities are entering into this Agreement in their official capacities as members of such group and shall have no personal liability in their individual capacities.

28. Notices. Any notice required pursuant to the provisions of this Agreement shall be in writing and be sent by certified mail to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the U.S. Mail.

If to Owner/Developer:	David Schwartz Bloom Street Partners, LLC 31900 Doolittle Drive Northbrook, IL 60062
Copy to:	Lawrence M. Freedman Ash Anos Freedman & Logan LLC 95 Revere Drive, Unit G Northbrook, Illinois 60062
If to Village:	Village Clerk Village of Buffalo Grove 50 Raupp Boulevard Buffalo Grove, IL 60089
Copy to:	Patrick Brankin Schain, Banks, Kenny & Schwartz, Ltd. 70 W. Madison Street, Suite 5300 Chicago, IL 60602

29. Default. In the event Developer defaults in performance of its obligations set forth in this Agreement, then the Village may, upon notice to Developer, allow Developer sixty (60) days to cure default or provide evidence to the Village that such default will be cured in a timely manner if it cannot be cured during said period. If Developer fails to cure such default or provide such evidence as provided above, then, with notice to Developer, the Village may begin proceedings to disconnect from the Village any portion of the Property upon which obligations

or development have not been completed or at the option of the Village, to rezone such Property to the R-E, One-Family Dwelling District. In such event, this Agreement shall be considered to be the petition of the Owner/Developer to disconnect such portion of the Property, or at the option of the Village, to rezone such Property to the R-E, One-Family Dwelling District.

30. Litigation.

- a. The Developer, at its cost, shall be responsible for any litigation which may arise relating to the annexation, zoning and development of the Property. Developer shall cooperate with the Village in said litigation, but Developer's counsel will have principal responsibility for such litigation.
- b. The Developer shall reimburse the Village for reasonable attorneys' fees, expenses and costs incurred by the Village resulting from litigation relating to the annexation, zoning and development of the Property or in the enforcement of any of the terms of this Annexation Agreement upon a default by the Developer.
- c. Developer hereby indemnifies and holds the Village harmless from any actions or causes of action which may arise as a result of development activities for which the Owner/Developer is responsible.

31. Indemnification Concerning Recapture. Not applicable.

32. Special Conditions.

- a. It is understood and agreed that upon annexation the Village will issue new street address(es) for building(s) on the Property to ensure proper identification for provision of services, and Developer shall use said Village address(es) in place of current address(es) assigned by Lake County. Developer is also required to contact the Buffalo Grove Post Office and submit a change of address(es) requesting use of the address(es) as assigned by the Village.
- b. Owner and/or Developer represents and warrants that the only mortgagee, lien holder or holder of any security interest affecting title to the Property or any part thereof is Bank Financial F.S.B., and by its written approval of this

Agreement, acknowledges that this Agreement is superior to its security interest in the Property.

- c. Developer shall deposit with the Village the amount necessary to reimburse the Village for any real estate tax payments made by the Village to the Lincolnshire-Riverwoods Fire Protection District concerning the Property pursuant to Section 705/20 of the Illinois Fire Protection Act (70 ILCS 705/20). Said deposit, as determined by the Village, shall be made by the Owner/Developer within sixty (60) days of the date of this Agreement.
- d. At such time as the property to the south develops, a secondary access shall be provided to the subject development. The owner shall cooperate in everyway necessary to ensure that the secondary access is constructed.

33. Traffic Enforcement Agreement. The Developer shall, at the request of the Village, enter into an agreement for the enforcement of Village traffic ordinances and other ordinances on the Subject Property.

34. Well and septic facilities and underground tanks. All water wells and septic sewer facilities on the Property shall be properly sealed or pumped and filled as required by the Illinois Department of Public Health and as approved by the Village Health Officer. Any underground tanks shall be removed as permitted and approved by the Illinois State Fire Marshal. Said sealing and removing of wells, septic facilities and underground tanks shall be completed on a schedule as directed by the Village.

35. Removal of buildings and structures. All buildings, structures, vehicles and other materials on the Property shall be removed prior to any site preparation work for the development. If the Village determines, in the period prior to development, that structures or other objects need to be removed from the Property to prevent health or nuisance problems, Developer shall comply pursuant to the Village's direction.

36. Variation provisions.

- a. Variation to Section 17.28.050 of the Zoning Ordinance is hereby granted decreasing the minimum distance required between the south property line and

the townhome buildings, allowing it to be less than twice the height of the buildings when abutting a single-family use; and

- b. Variation to Section 17.28.050 of the Zoning Ordinance is hereby granted reducing the required spacing between front facing buildings as depicted on the Preliminary Plan; and
- c. Variation to Section 17.40.050 of the Zoning Ordinance is hereby granted decreasing the minimum rear yard setback as depicted on the Preliminary Plan; and
- d. Variation to Section 17.32.020 of the Zoning Ordinance is hereby granted allowing accessory structures to be closer to the front lot line than the principal structures and beyond the mid-point of the principal buildings when placed in the side yard, as depicted on the Preliminary Plan

37. Developer and Management Company Obligations.

- a. The proposed development of 41 attached single-family units shall conform to the plans and conditions provided in this Agreement and in the Planned Development Ordinance.
- b. Prior to the approval of the final engineering plans, the Developer shall provide approval from the Lake County Stormwater Commission concerning the impacts to the existing wetland.
- c. The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.
- d. The Final Plat of Subdivision and Annexation Plat shall be submitted in a manner acceptable to the Village Engineer and the Village Attorney.
- e. Prior to the issuance of building permits for construction of the development, the Developer shall obtain all necessary permits from the IEPA, Lake County Department of Transportation, Lake County Stormwater Management Commission, and the US Army Corps of Engineers.
- f. Signage prohibiting parking on the roadway on the east side of the property shall be installed as required by the Village of Buffalo Grove Fire Department. All

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associated pavement markings or signage shall be maintained by the property owner.

- g. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.
- h. All landscaping shall be maintained in accordance with the approved landscaping plan in perpetuity.
- i. The proposed development is subject to the storm water utility.

IN WITNESS WHEREOF, the Corporate Authorities and Owner have caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and the year first above written.

VILLAGE OF BUFFALO GROVE:

By _____

Eric Smith, Village President

ATTEST:

By _____

VILLAGE CLERK

OWNER: Rainer B. Burckhardt

By _____

Printed Name and Position

MORTGAGEE: Bank Financial F.S.B.,

By _____

Printed Name and Position

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OWNER: P. Kronenberger Living Trust

dated November 2, 2019

By _____

Printed Name and PositionDEVELOPER: Bloom Street Partners, LLC
an Illinois limited liability company

By _____

Printed Name and Position**This document prepared by:**

Patrick Brankin
Schain, Banks, Kenny & Schwartz, Ltd.
70 W. Madison Street, Suite 5300
Chicago, IL 60602

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

EXHIBIT A
to
Annexation Agreement
22771 & 22825 Prairie Road

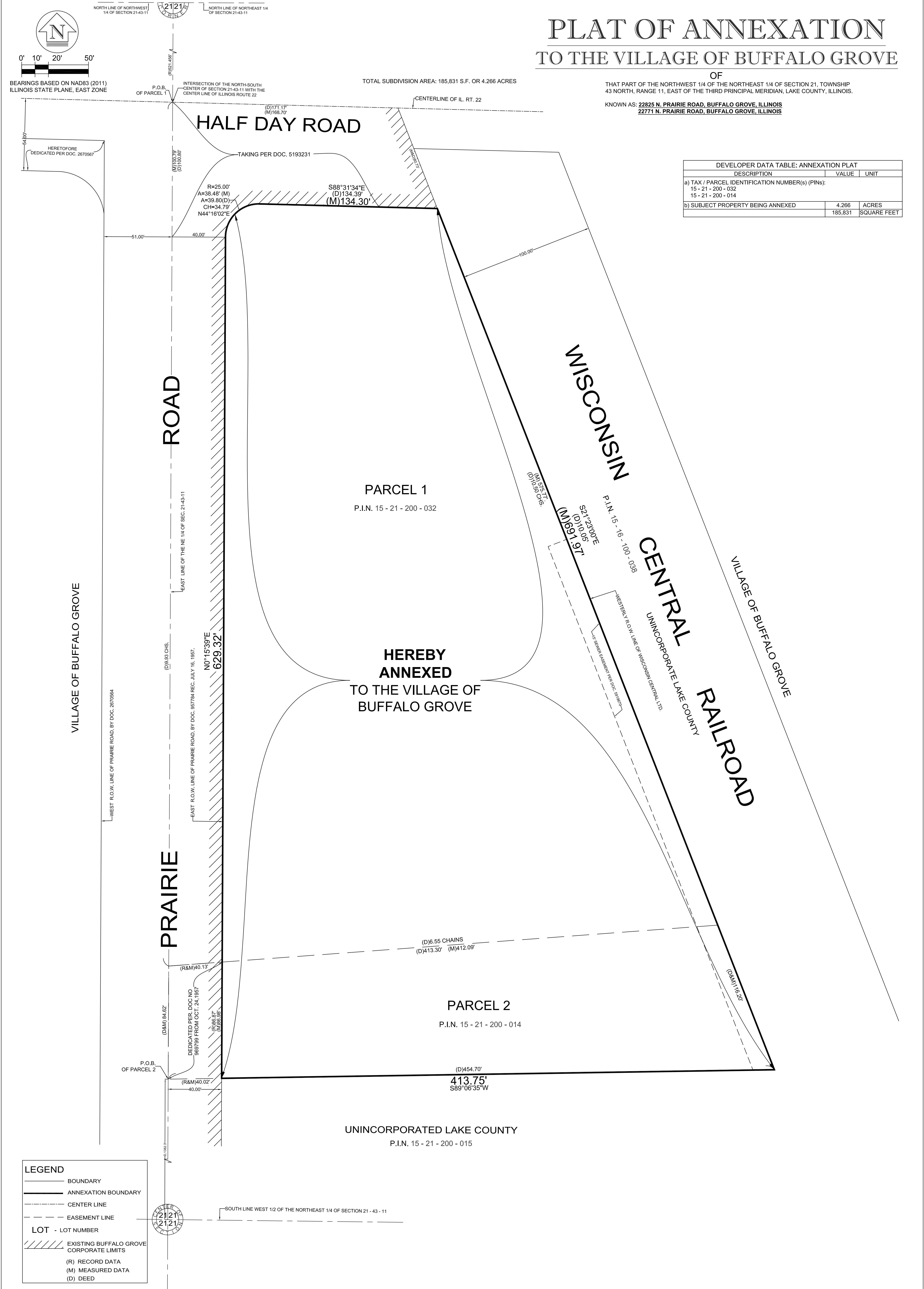
LEGAL DESCRIPTION:

THAT PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTH $\frac{1}{4}$ 1382.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH OF SAID WEST LINE OF THE NORTH EAST $\frac{1}{4}$, 84.62 FEET; THENCE NORTHEASTERLY WITH AN ANGLE OF 85 DEGREES 09 MINUTES TO THE RIGHT OF THE LAST MENTIONED LINE, AS PRODUCED NORTHERLY 413.3 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 116.2 FEET; THENCE WESTERLY 454.7 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF THE HALF DAY AND MCHENRY ROAD AND THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE ABOVE MENTIONED SECTION 21; THENCE RUNNING SOUTH ALONG SAID QUARTER SECTION LINE 9.93 CHAINS; THENCE EAST 6.55 CHAINS TO THE WEST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY (NOW CALLED MINNEAPOLIS, ST. PAUL AND SAUK STA. MARIE RAILWAY); THENCE NORTHWESTERLY ALONG SAID WEST LINE OF SAID RIGHT OF WAY 10.05 CHAINS TO THE CENTER OF THE ABOVE MENTIONED HALF DAY AND MCHENRY ROAD; THENCE WEST 2.64 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL INDEX NUMBER: 15-21-200-014, 15-21-200-032

SUBJECT PROPERTY COMMON ADDRESS: 22771 & 22825 Prairie Road, Prairie View



PLAT OF ANNEXATION
TO THE VILLAGE OF BUFFALO GROVE

OF
THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP
43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

KNOWN AS: 22825 N. PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS
22771 N. PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS

DEVELOPER DATA TABLE: ANNEXATION PLAT		
DESCRIPTION	VALUE	UNIT
a) TAX / PARCEL IDENTIFICATION NUMBER(s) (PINs): 15 - 21 - 200 - 032 15 - 21 - 200 - 014		
b) SUBJECT PROPERTY BEING ANNEXED	4.266	ACRES
	185,831	SQUARE FEET

OWNER'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

THIS IS TO CERTIFY THAT **BLOOM STREET PARTNERS, LLC** IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE/SHE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATE.

ADDITIONALLY, WE HEREBY CERTIFY THAT THE PROPERTY HEREON DESCRIBED IS
LOCATED WITHIN THE BOUNDARIES OF:

STEVENSON HIGH SCHOOL DISTRICT #125
LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT #103

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____
OWNER'S SIGNATURE TITLE:

ADDRESS: **BLOOM STREET PARTNERS, LLC**
3190 DOOLITTLE DR
NORTHBROOK, IL 60062

NOTARY CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, _____, A NOTARY PUBLIC IN AND FOR SAID
COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER OF THE PROPERTY DESCRIBED HEREON, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED _____ SIGNED THE SAID INSTRUMENT AS _____
OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY
OF _____, 20____.

BY: _____
NOTARY PUBLIC

COMMISSION
EXPIRES _____

CORPORATE AUTHORITY'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, AT A MEETING HELD THIS ____ DAY _____, A.D. 20____.

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

THE INSTRUMENT FILED FOR RECORD IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON THIS ____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK ____ M. AND
RECORDED AS DOCUMENT NUMBER _____

COUNTY RECORDER

LAND SURVEYOR'S CERTIFICATION:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I ROY G. LAWNICZAK, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF BUFFALO GROVE, AND THAT THIS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY.

PARCEL 1
A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF THE HALF DAY AND MCHENRY ROAD AND THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE ABOVE MENTIONED SECTION 21; THENCE RUNNING SOUTH ALONG SAID QUARTER SECTION LINE 9.93 CHAINS; THENCE EAST 6.56 CHAINS TO THE WEST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY (NOW CALLED MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILWAY); THENCE NORTHWESTERLY ALONG SAID WEST LINE OF SAID RIGHT OF WAY 10.50 CHAINS TO THE CENTER OF THE ABOVE MENTIONED HALF DAY AND MCHENRY ROAD; THENCE WEST 2.64 CHAINS TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2
THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST 1/4, 1382.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ON SAID WEST LINE OF THE NORTH EAST 1/4, 84.62 FEET; THENCE NORTHEASTERLY WITH AN ANGLE OF 85 DEGREES 09 MINUTES TO THE RIGHT OF THE LAST MENTIONED LINE, AS PRODUCED NORTHERLY 413.3 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 116.2 FEET; THENCE WESTERLY 454.7 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

GIVEN UNDER MY HAND AND SEAL THIS 8th DAY OF MARCH, 2023 AT RIVER FOREST, ILLINOIS.

BY: _____
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2025



PROJECT No.: 2022-30698-2	PLAT PREPARED FOR: CORNERSITE LLC 3190 DOOLITTLE DR. NORTHBROOK, IL 60062 TEL. 847-230-1344	PLAT PREPARED BY: UNITED SURVEY SERVICE, LLC CONSTRUCTION AND LAND SURVEYORS 7710 CENTRAL AVENUE, RIVER FOREST, IL 60305 TEL.: (847) 299 - 1014 FAX : (847) 299 - 5887 E-MAIL: USURVEY@USANDCS.COM	NO.	REVISIONS	DATE
ISSUE DATE: 05/01/2023			1		
SCALE: 1"=30'			2		
SHEET NUMBER 2 OF 2			3		
			4		
			5		
			6		

PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD
Buffalo Grove, Illinois

Buffalo Grove, Illinois

Attachment: Exhibit C - Architectural Plans (Public Hearing- Annexation Agreement for the Property at 22771 & 22825 Prairie Road)

DATE	DRAWN	DESCRIPTION
4-12-2023	SF	CIVIL COORDINATION
4-18-2023	SF	PUD REVIEW PACKAGE
5-17-2023	SF	REVISED PUD PACKAGE
5-30-2023	SF	PLAN REVIEW #2 REVISIONS
6-27-2023	SF	REVIEW #3

2022-0184

PROJECT NUMBER _____

01-30-2023

DATE _____

SF

DRAWN BY _____ FINAL REVIEW _____

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ANY PERSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN
AUTHORIZATION OF LINDEN GROUP INC.

SHEET NAME

610

SD

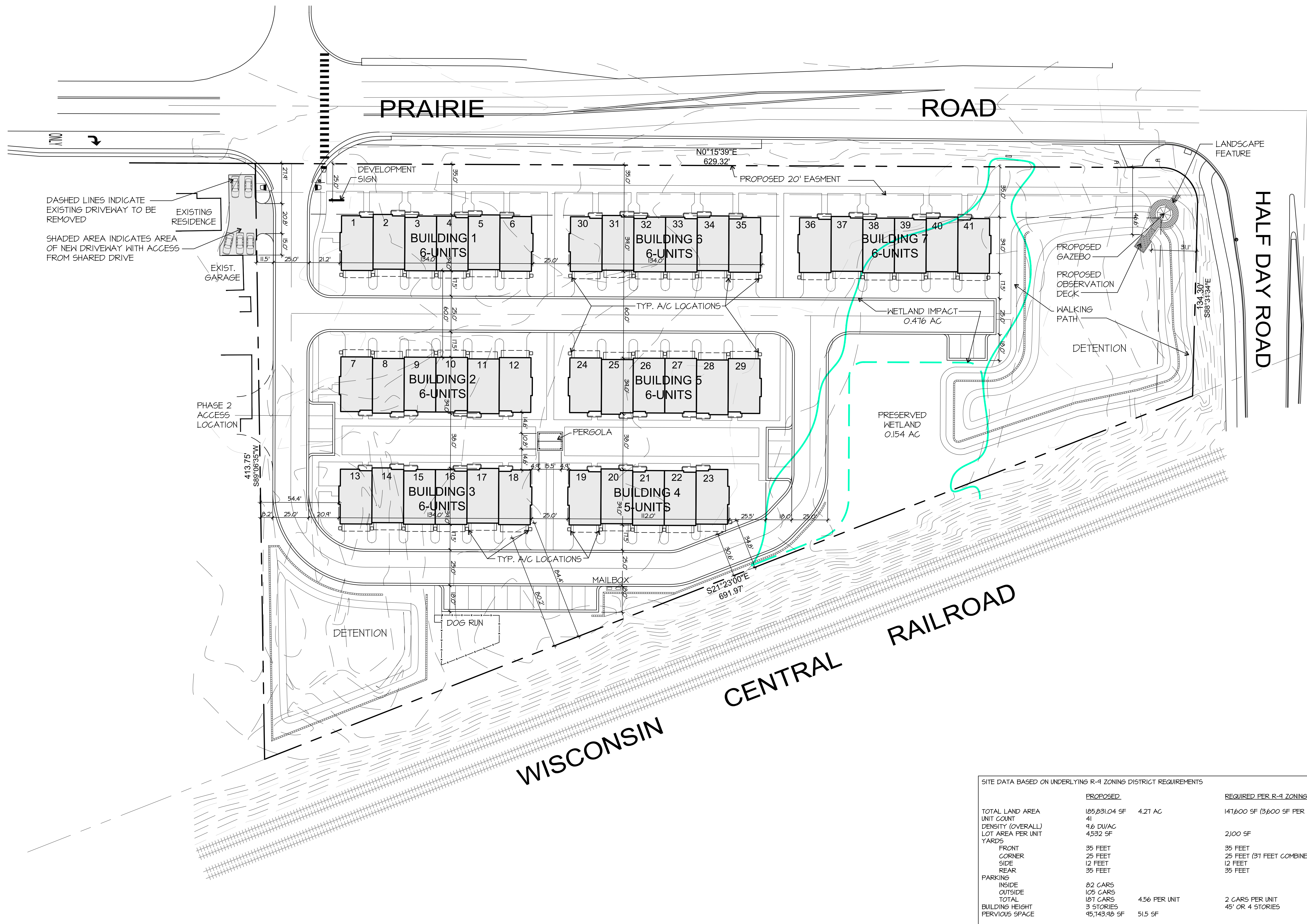
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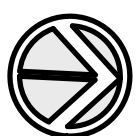
SHEET

Page 10 of 10

Packet F



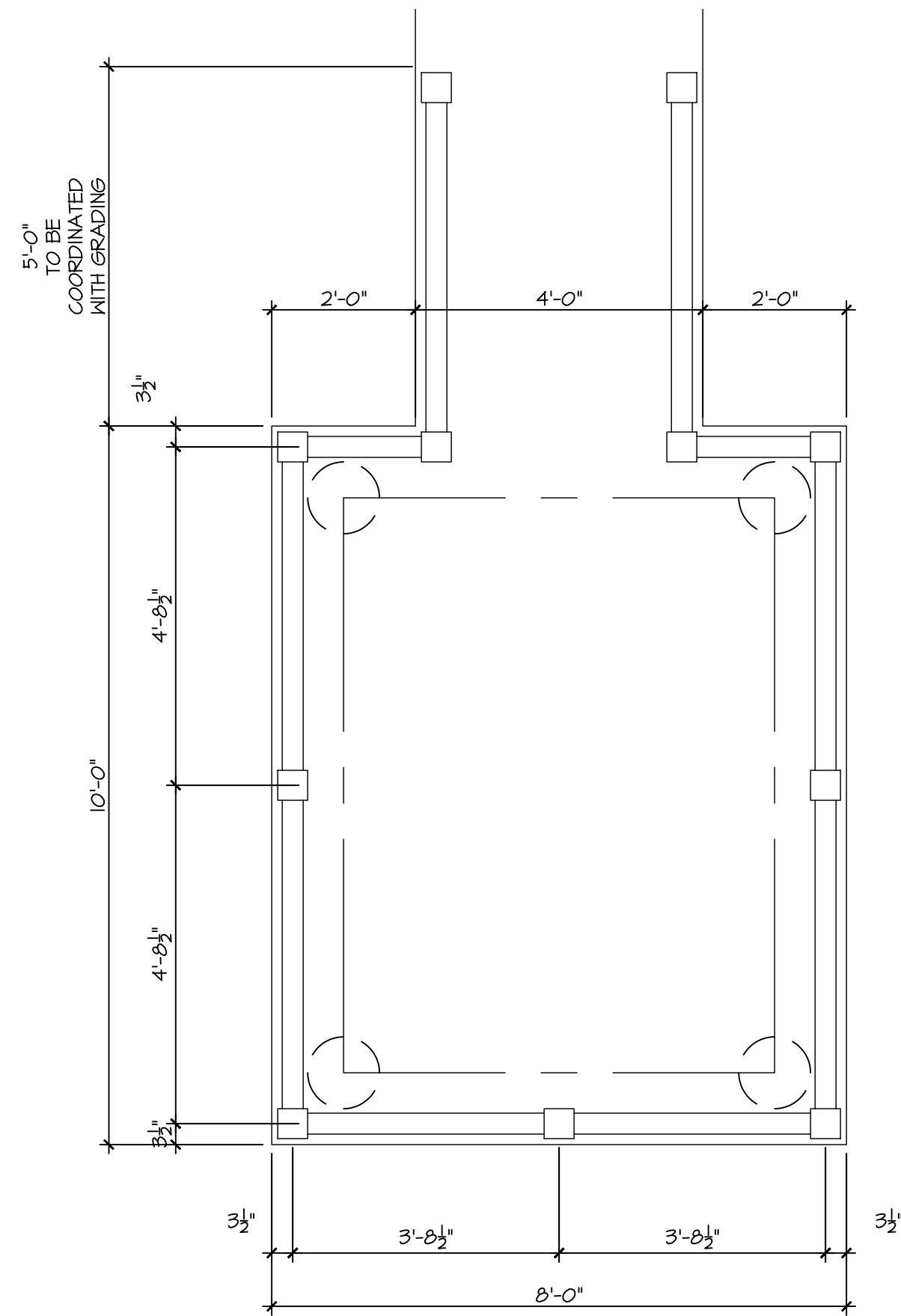
PRELIMINARY SITE PLAN


$$1^{\circ}=30'-0''$$

SHEET NAME

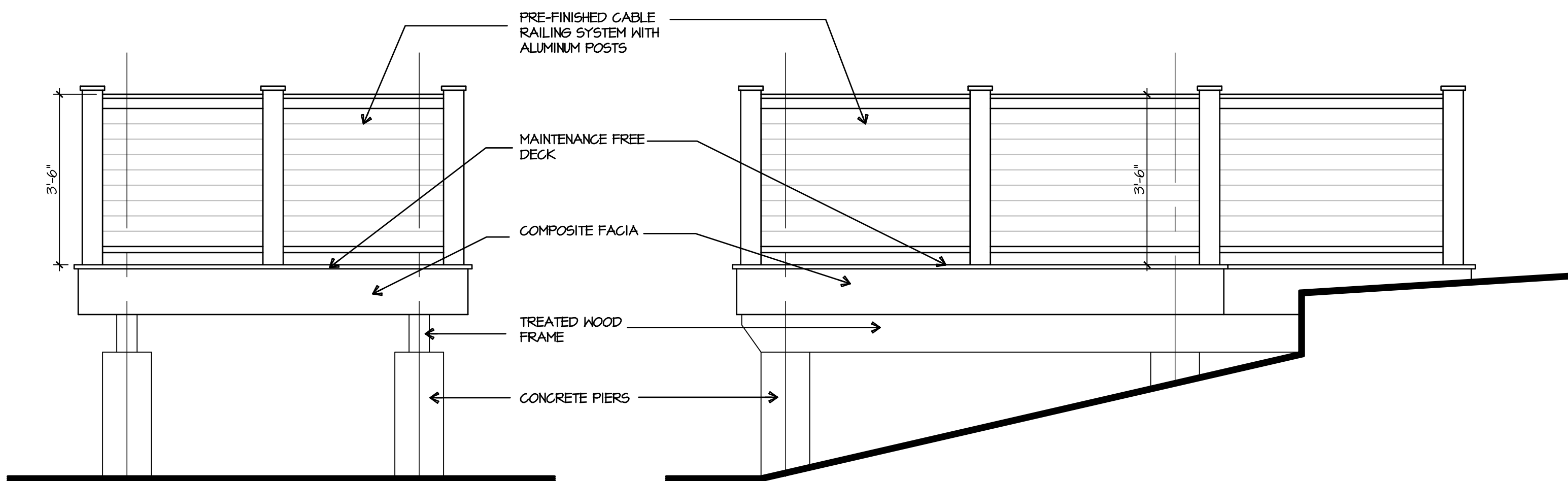
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SHEET



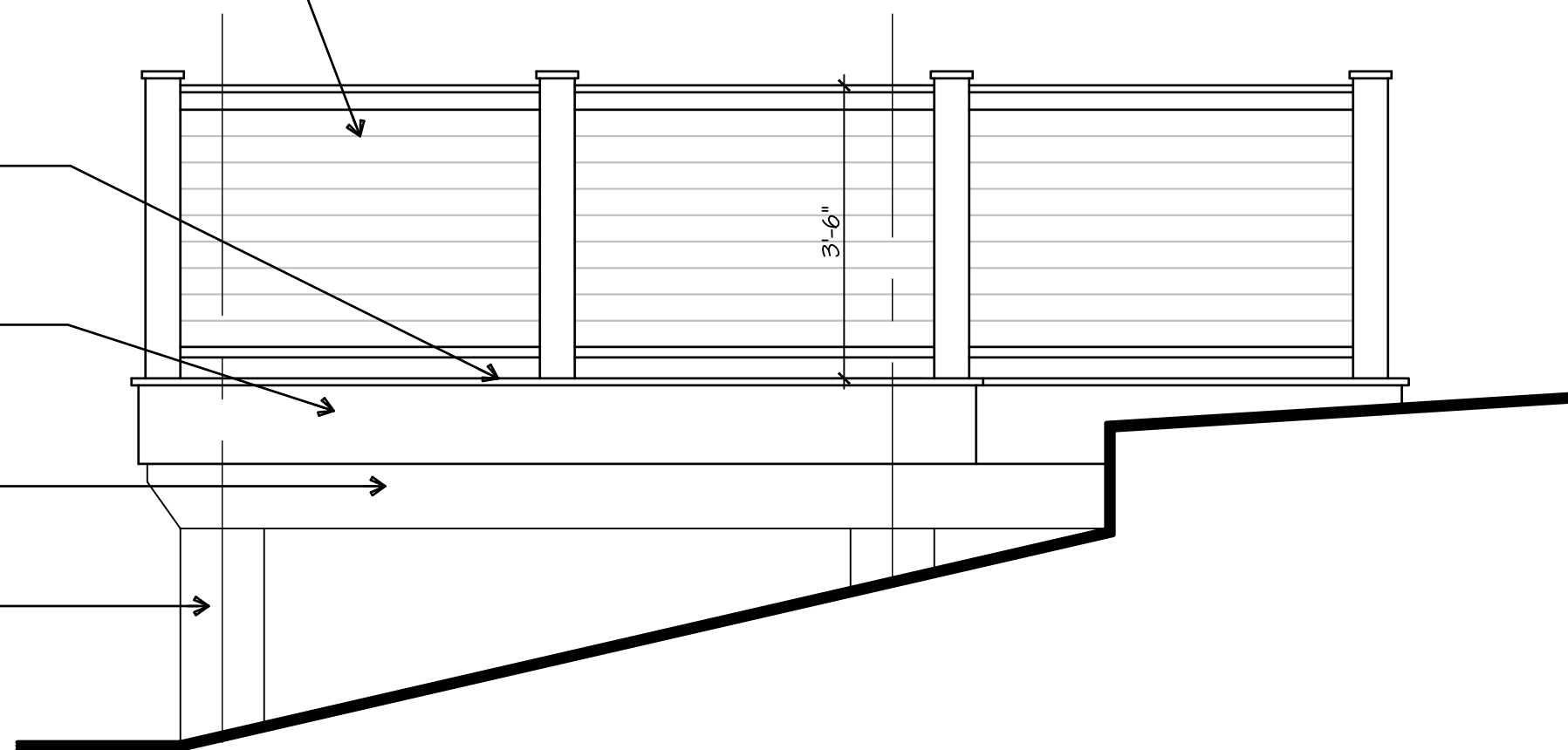
OBSERVATION DECK PLAN

1/2"=1'-0"



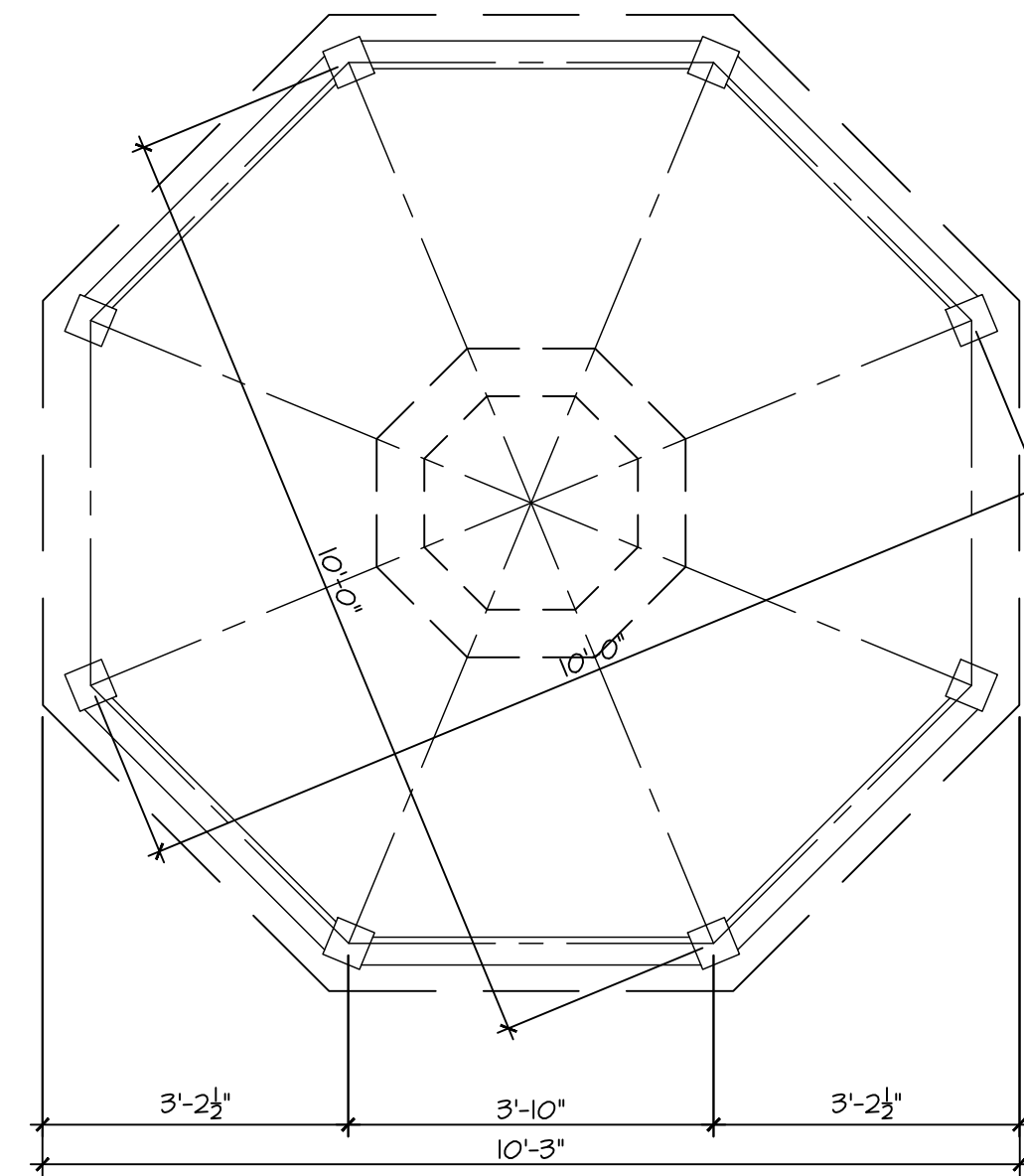
OBSERVATION DECK FRONT ELEVATION

1/2"=1'-0"



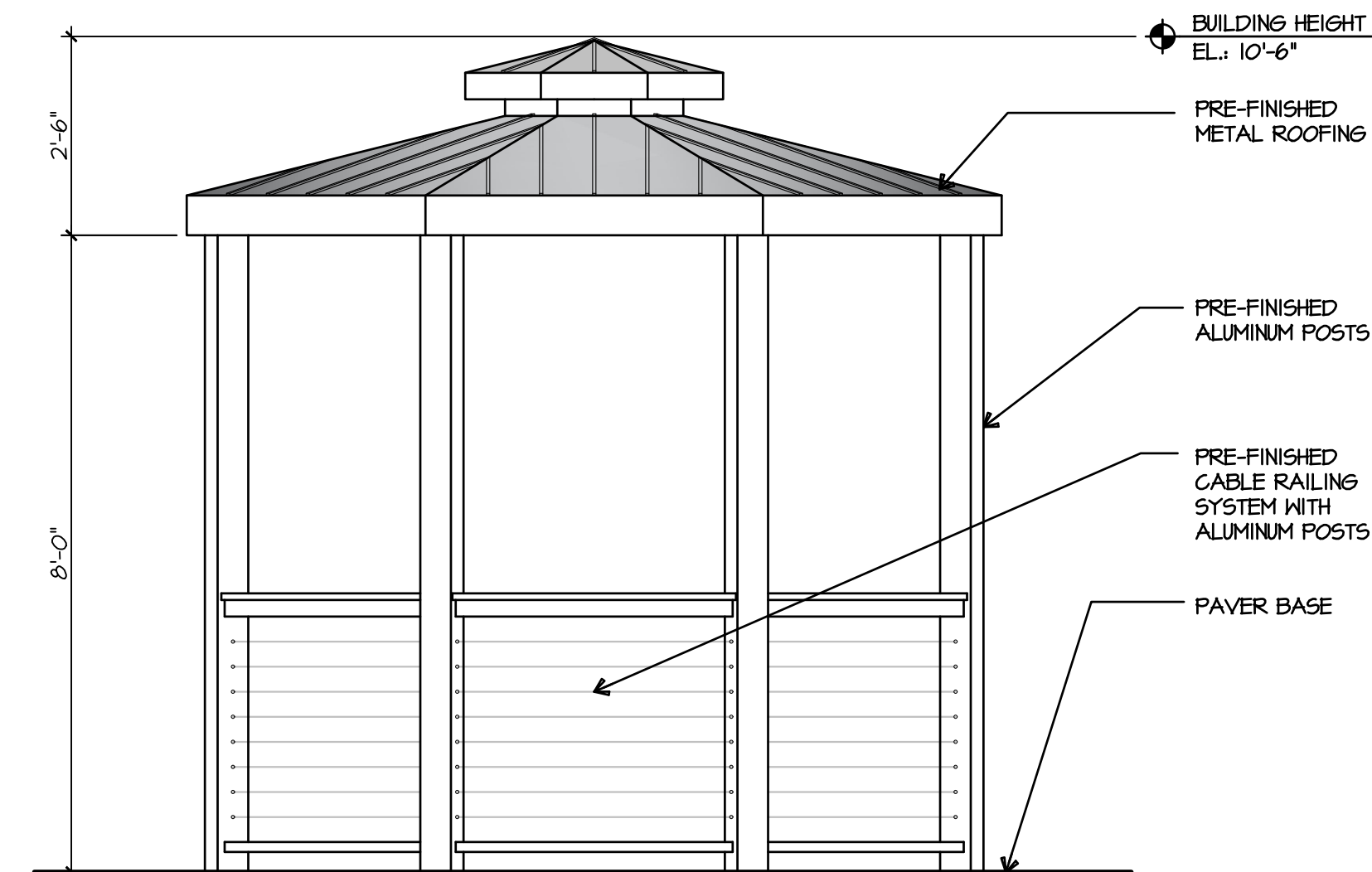
OBSERVATION DECK SIDE ELEVATION

1/2"=1'-0"



GAZEBO PLAN

1/2"=1'-0"



GAZEBO ELEVATION

1/2"=1'-0"

SITE AMENITIES PLAN



ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM

PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD
Buffalo Grove, Illinois

DATE 4-12-2023 SF CIVIL COORDINATION
4-18-2023 SF PUD REVIEW PACKAGE
5-17-2023 SF REVISED PUD PACKAGE
5-30-2023 SF PLAN REVIEW #2 REVISIONS
6-27-2023 SF REVIEW #3

2022-0184
PROJECT NUMBER

01-30-2023
DATE

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DRAWN BY FINAL REVIEW

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SHEET NAME

A-2.0

SHEET



ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM

PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD
Buffalo Grove, Illinois

DRAWN	DESCRIPTION
CIVIL COORDINATION	
PUD REVIEW PACKAGE	
REVISED PUD PACKAGE	
PLAN REVIEW #2 REVISIONS	

2022-0184
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SHEET NAME
A-4.0
SHEET



TYPICAL
REAR ELEVATION - 6 UNIT BUILDING

3/16" = 1'-0"



3-STORY
FRONT ELEVATION - 6 UNIT BUILDING

3/16" = 1'-0"



ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM

PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD
Buffalo Grove, Illinois

Attachment: Exhibit C - Architectural Plans (Public Hearing- Annexation Agreement for the Property at 22771 & 22825 Prairie Road)



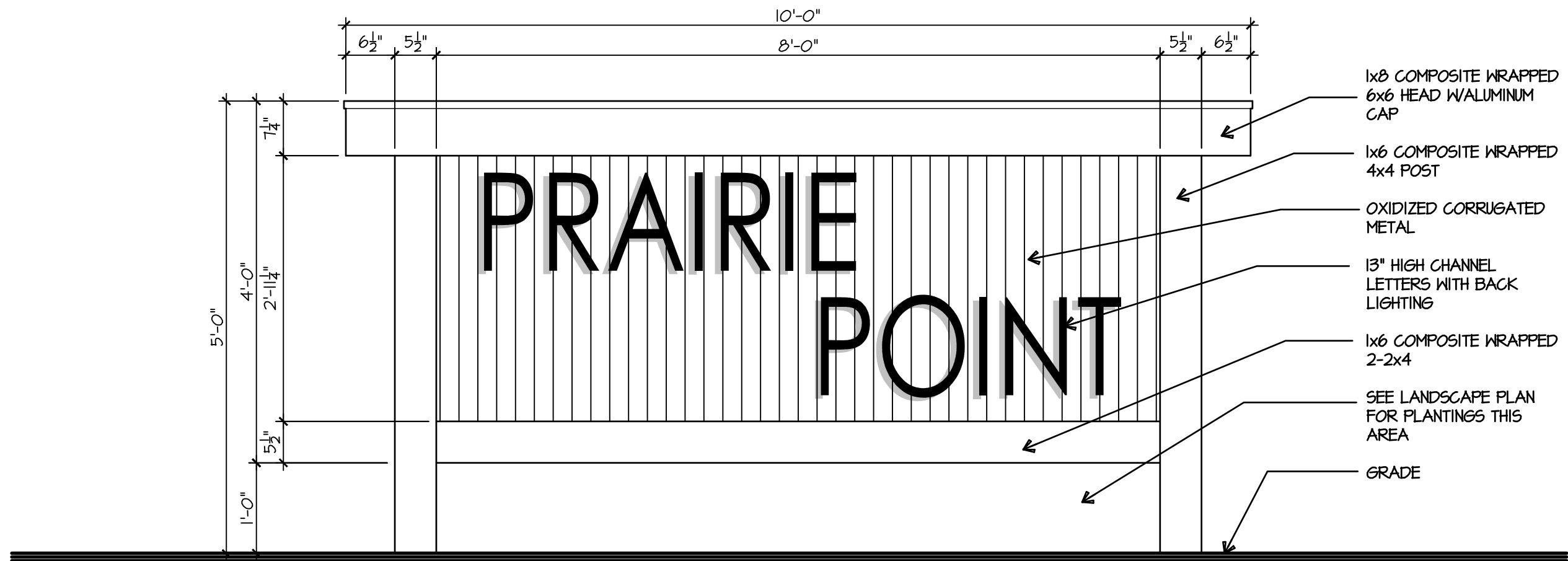
3-STORY
SIDE ELEVATION - UNIT A

3/16" = 1'-0"



3-STORY
ALTERNATE SIDE ELEVATION - UNIT A

3/16" = 1'-0"



SIGNAGE ELEVATION

3/4" = 1'-0"

ELEVATION KEY NOTES

- 1 ARCHITECTURAL ASPHALT SHINGLES
- 2 METAL ROOFING
- 3 1X6 ALUMINUM WRAPPED FASCIA
- 4 1X4 COMPOSITE TRIM
- 5 PRE-FINISHED METAL CANOPY WITH SUPPORT STRUTS
- 6 VINYL WINDOWS
- 7 JAMES HARDIE PANEL SIDING
- 8 JAMES HARDIE BOARD AND BATTEN SIDING
- 9 VINYL PATIO DOOR
- 10 JULIET BALCONY METAL RAILING
- 11 INSULATED / GLASS ENTRY DOOR
- 12 JAMES HARDIE LAP SIDING
- 13 WALL-MOUNTED LIGHT FIXTURE
- 14 PRE-FINISHED ALUMINUM DOWNSPOUT
- 15 PREFINISHED INSULATED OVERHEAD DOOR
- 16 CARPENTER-BUILT COMPOSITE WOOD DECK W/METAL RAILING
- 17 PRE-FINISHED ALUMINUM GUTTER ON 1X6 ALUMINUM WRAPPED FASCIA
- 18 INSULATED DOOR

DESCRIPTION
CIVIL COORDINATION
PUD REVIEW PACKAGE
REVISED PUD PACKAGE
PLAN REVIEW #2 REVISIONS

DRAWN
SF
SF
SF
SF

DATE
4-12-2023
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5-17-2023
5-30-2023

2022-0184

PROJECT NUMBER

01-30-2023

DATE

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SHEET NAME

A-4.1

SHEET

LG

LINDEN GROUP

ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM

PROPOSED MULTI-FAMILY DEVELOPMENT

22825 N. PRAIRIE ROAD

Buffalo Grove, Illinois

DATE
4-12-2023
4-18-2023
5-17-2023
5-30-2023

DESCRIPTION
CIVIL COORDINATION
PUD REVIEW PACKAGE
REVISED PUD PACKAGE
PLAN REVIEW #2 REVISIONS

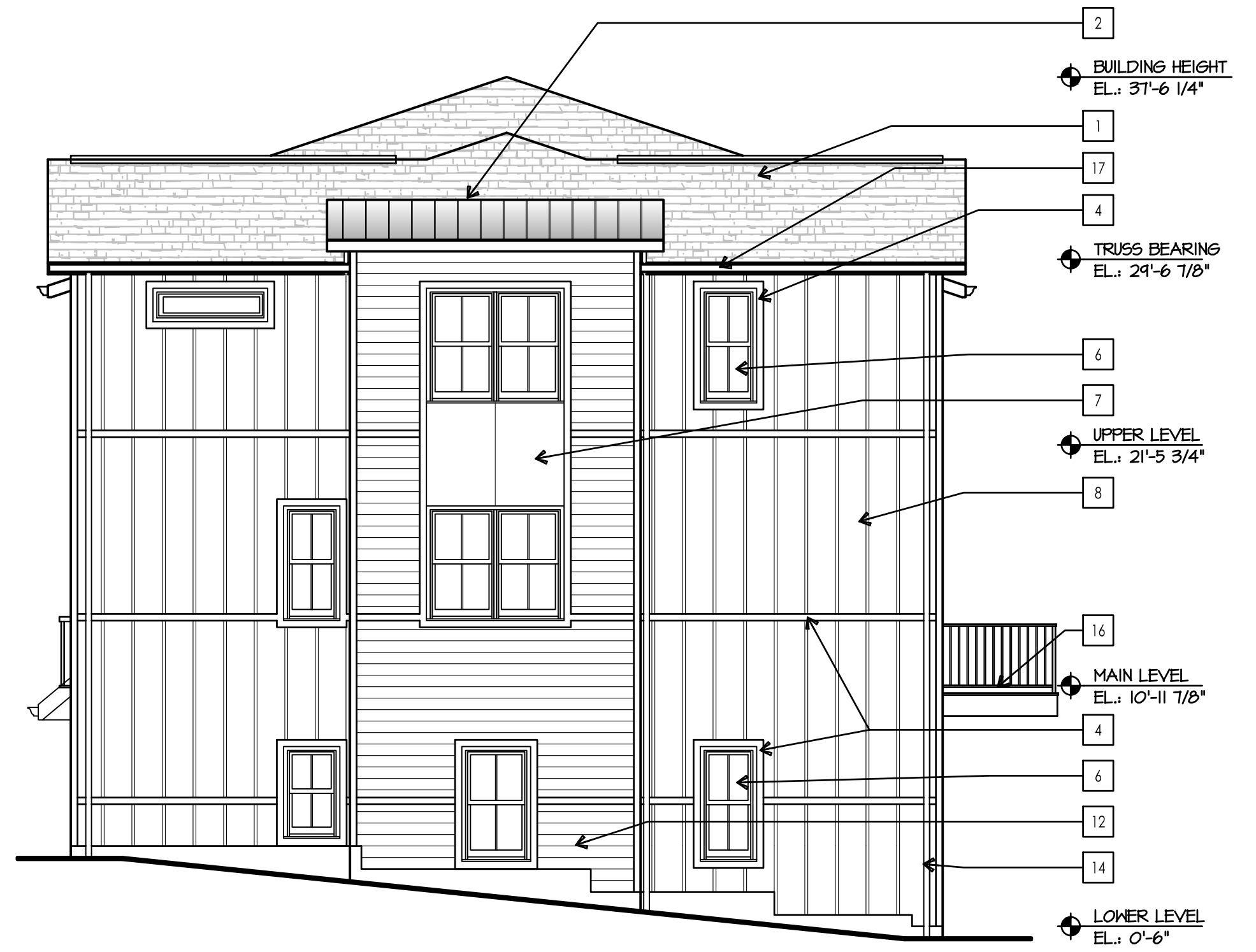
2022-0184
PROJECT NUMBER

01-30-2023
DATE

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SHEET NAME
A-4.2
SHEET



2 1/2-STORY
SIDE ELEVATION - UNIT C

1/4" = 1'-0"



2 1/2-STORY
FRONT ELEVATION - 6 UNIT BUILDING

1/4" = 1'-0"



ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM

PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD
Buffalo Grove, Illinois

Attachment: Exhibit C - Architectural Plans (Public Hearing- Annexation Agreement for the Property at 22771 & 22825 Prairie Road)

DRAWN	DESCRIPTION
CIVIL COORDINATION	
PUD REVIEW PACKAGE	
REVISED PUD PACKAGE	
PLAN REVIEW #2 REVISIONS	
DATE	4-12-2023
DATE	4-18-2023
DATE	5-17-2023
DATE	5-30-2023
PROJECT NUMBER	2022-0184
DATE	01-30-2023
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**TYPICAL
REAR ELEVATION - 5 UNIT BUILDING**

3/16" = 1'-0"



**3-STORY
FRONT ELEVATION - 5 UNIT BUILDING**

3/16" = 1'-0"

PRELIMINARY ENGINEERING
22825 N.PRAIRIE ROAD TOWNHOMES

BUFFALO GROVE, ILLINOIS

LOCATION MAP NORTH



INDEX

- 1. COVER SHEET
- 2. EXISTING CONDITIONS AND DEMOLITION PLAN
- 3. GEOMETRICS PLAN
- 4. GRADING PLAN
- 5. EROSION CONTROL PLAN
- 6. UTILITY PLAN

LANDSCAPE PLANS BY: METZ & COMPANY
SITE PLAN BY: THE LINDEN GROUP
SURVEYING BY: UNITED SURVEY AND CONSTRUCTION SERVICES

LEGEND

EXISTING	PROPOSED		EXISTING	PROPOSED	
		SANITARY SEWER			FORCE MAIN
		STORM SEWER			P.V.C. STORM SEWER
		COMBINED SEWER			DRAIN TILE
		WATER MAIN			TRENCH BACKFILL
		MANHOLE			CATCH BASIN
		INLET			YARD DRAIN
		INLET MANHOLE			FLARED END SECTION
		HEAD WALL			LIFT STATION
		CLEAN-OUT			METER VAULT
		VALVE VAULT			VALVE BOX
		BUFFALO BOX			FIRE HYDRANT
		CONFLICT			CROSSING
		TRIPLE BASIN			GREASE BASIN
		GAS MAIN			ELECTRIC CABLE
		TELEPHONE CABLE			FIBER OPTIC CABLE
		CABLE			STREET LIGHT
		UTILITY POLE			PEDESTAL
		TRANSFORMER			GAS VALVE
		ELECTRIC BOX			TELEPHONE MANHOLE
		FIBER OPTIC MANHOLE			TRAFFIC SIGNAL BOX
		TRAFFIC SIGNAL			

EXISTING	PROPOSED	
		CENTER LINE
		EASEMENT
		BUILDING SETBACK
		CURB & GUTTER
		CURB & REVERSE GUTTER PITCH
		DEPRESSED CURB & GUTTER
		GUARD RAIL
		FENCE
		RETAINING WALL
		CURB RAMP
		DRIVEWAY HAND
		SIGN
		MAIL BOX
		SOIL BORING
		DECIDUOUS TREE, DIAMETER
		EVERGREEN TREE, HEIGHT
		TOP OF FOUNDATION
		FINISHED GRADE
		SPOT ELEVATION
		TOP OF CURB ELEVATION
		FLOW LINE OF GUTTER
		CONTOUR
		DITCH
		DRAINAGE FLOW
		OVERLAND FLOW
		RIM ELEVATION
		INVERT ELEVATION
		WETLAND LIMIT
		WETLAND BUFFER LINE
		RIDGE LINE
		BASE FLOOD ELEVATION LINE
		F.E.M.A. FLOODPLAIN LINE

BENCHMARKS:

CUT CROSS IN SIDEWALK LOCATED APPROXIMATELY 80' WEST OF SOUTHWEST PROPERTY CORNER
ELEVATION 690.10 (NAVD 88)

CUT CROSS IN SIDEWALK LOCATED APPROXIMATELY 80' WEST OF NORTHWEST PROPERTY CORNER
ELEVATION 691.51 (NAVD 88)

PROPERTY ADDRESS:

22825 N. PRAIRIE ROAD
22771 N. PRAIRIE ROAD

PROPERTY INDEX NUMBERS:

15-21-200-032
15-21-200-014

DRAINAGE CERTIFICATE

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS DEVELOPMENT OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE DEVELOPER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS DEVELOPMENT.

PREPARED FOR:

BLOOM STREET PARTNERS

3190 DOOLITTLE DRIVE, NORTHBROOK, IL (847) 230-1344

CONSULTING ENGINEERS:

PEARSON, BROWN & ASSOCIATES, INC.

A PROFESSIONAL DESIGN FIRM - ILLINOIS PROFESSIONAL ENGINEERING CORPORATION - LICENSE NUMBER 184-001058 EXPIRES 04/30/25
1850 W. WINCHESTER ROAD - SUITE 205 LIBERTYVILLE, ILLINOIS 60048, (847) 367-6707

CONTACT JULIE AT 8-1-1 OR 800-892-0123

With the following:

County Lake

City/Twnship Buffalo Grove / Vernon 43N, 11E

Sec 1/4 Sec No. Sec 21, NE 1/4

Call 2 working days BEFORE YOU DIG.



PERMIT	NUMBER	DATE ISSUED
IEPA - SANITARY		
IEPA - WATER		
IEPA - NPDES		
VILLAGE - BUILDING / WDP		

REVISIONS	
1	05/30/23 PER VILLAGE REVIEW COMMENTS
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

ORIGINAL ISSUE DATE:
04/28/23

SHEET NUMBER

1

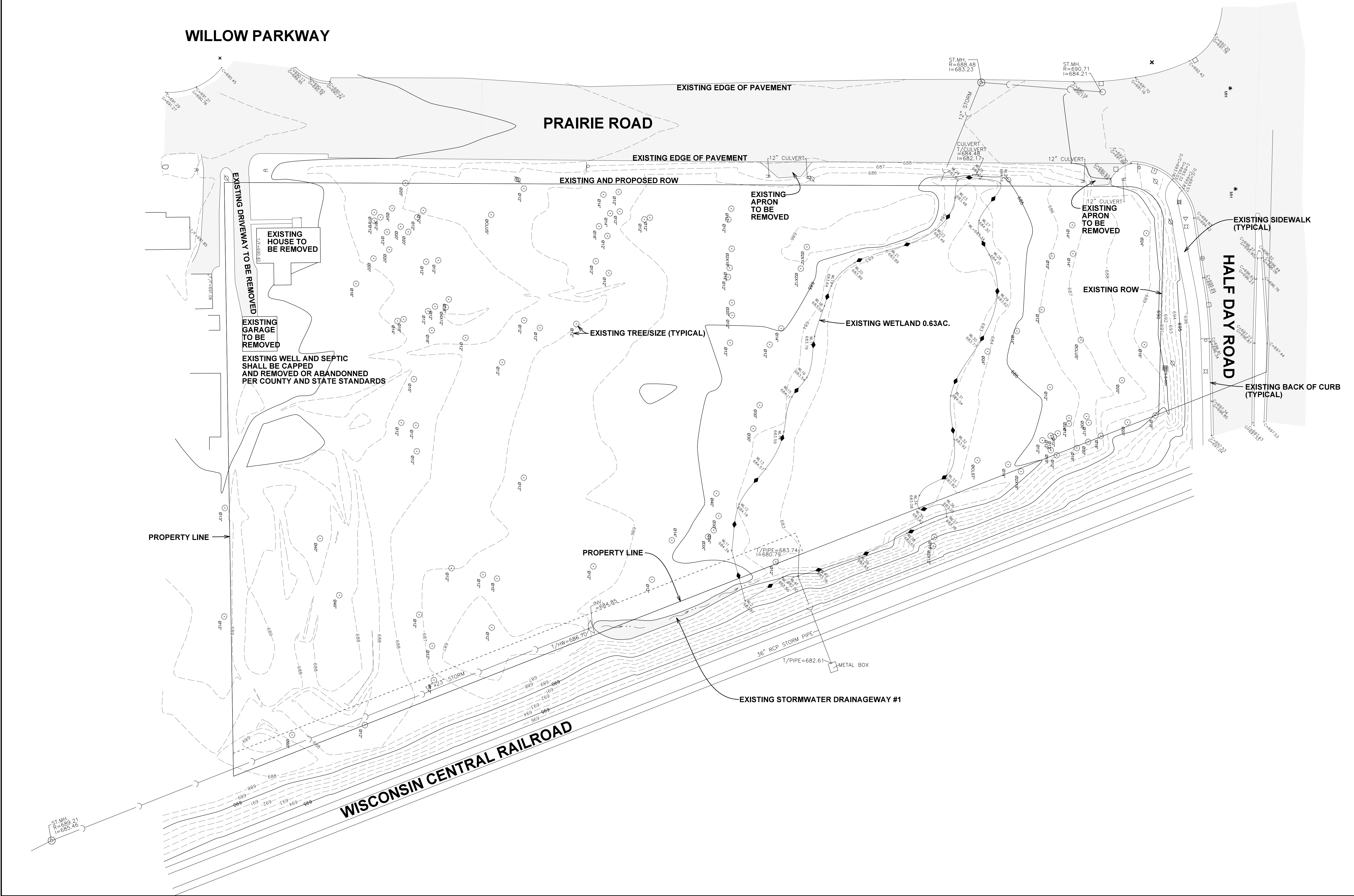
OF 6 SHEETS

ENGINEER'S
SEAL & SIGNATURE

"NOT FOR CONSTRUCTION"

22825 N. PRAIRIE ROAD TOWNHOMES

Attachment: Exhibit D - Engineering Plans (Public Hearing- Annexation Agreement for the Property at 22771 & 22825 Prairie Road)



EXISTING CONDITIONS
AND DEMOLITION PLAN

DATE BY
05/30/23 JFC
REVISED PER VILLAGE REVIEW COMMENTS

DESCRIPTION

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60088
PHONE: (630) 367-2557
FAX: (630) 367-2557
E-MAIL ADDRESS: pba@pearsonbrown.com

DESIGNED BY: D.S.H.
DRAWN BY: A.Z.
CHECKED BY: J.F.C.
ORIGINAL ISSUE: 04/28/23

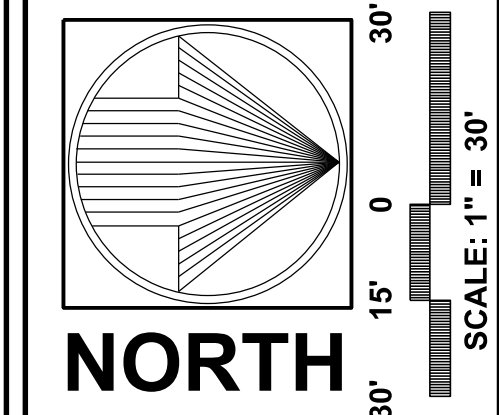
REVISIONS

SHEET NUMBER
2
OF 6 SHEETS
JOB No. 23102

22825 N. PRAIRIE ROAD

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60088
PHONE: (630) 367-2557
FAX: (630) 367-2557
E-MAIL ADDRESS: pba@pearsonbrown.com

6.A.1





GEOMETRICS PLAN

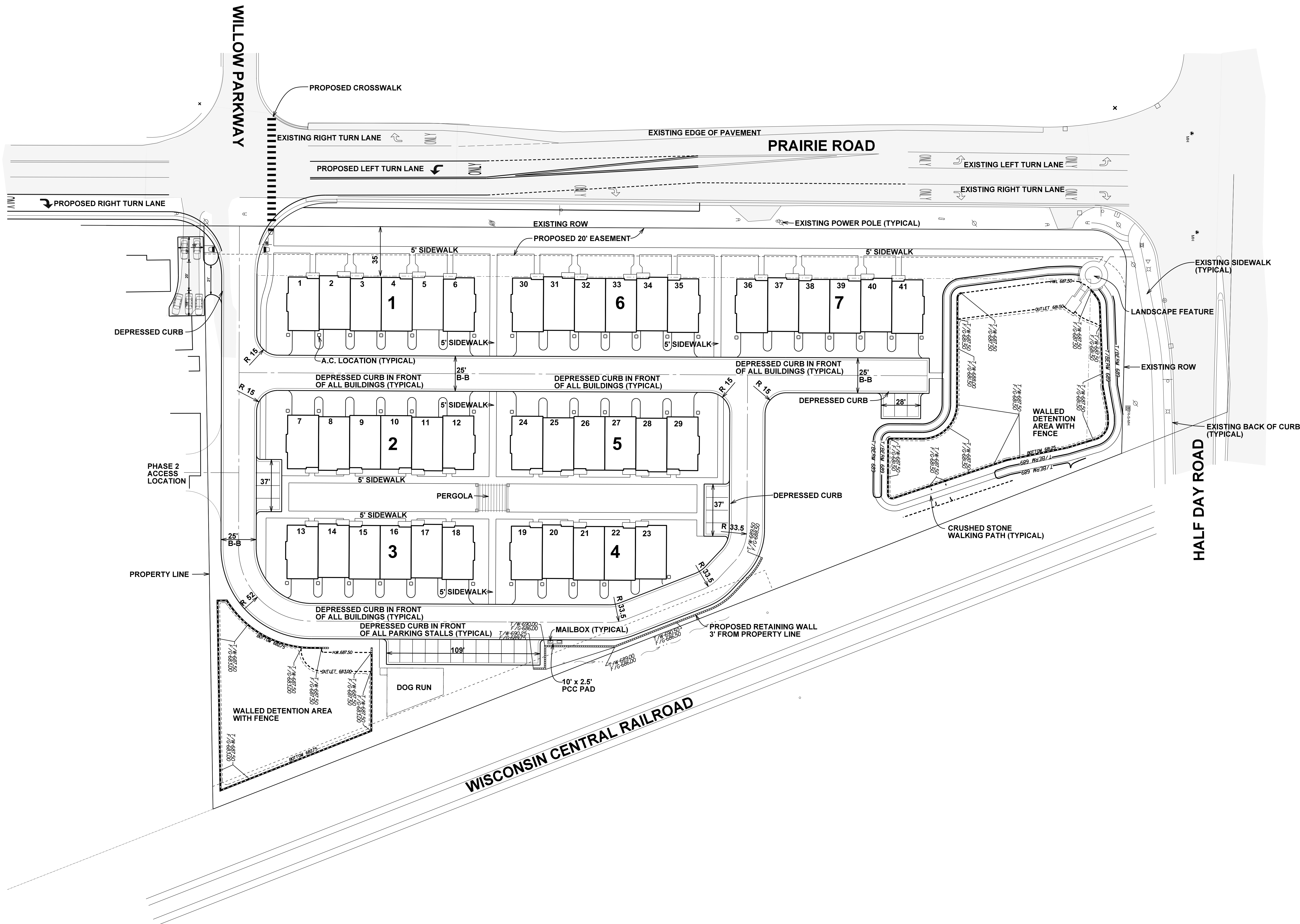
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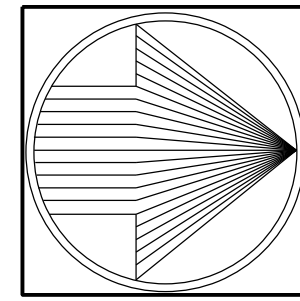
3

OF 6 SHEETS

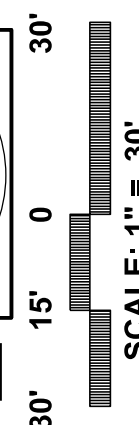
JOB NO. 23103

Packet Pg. 46





NORTH



22825 N. PRAIRIE ROAD
PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60088
PHONE: (630) 367-2557
FAX: (630) 367-2557
E-MAIL ADDRESS: pba@pearsonbrown.com
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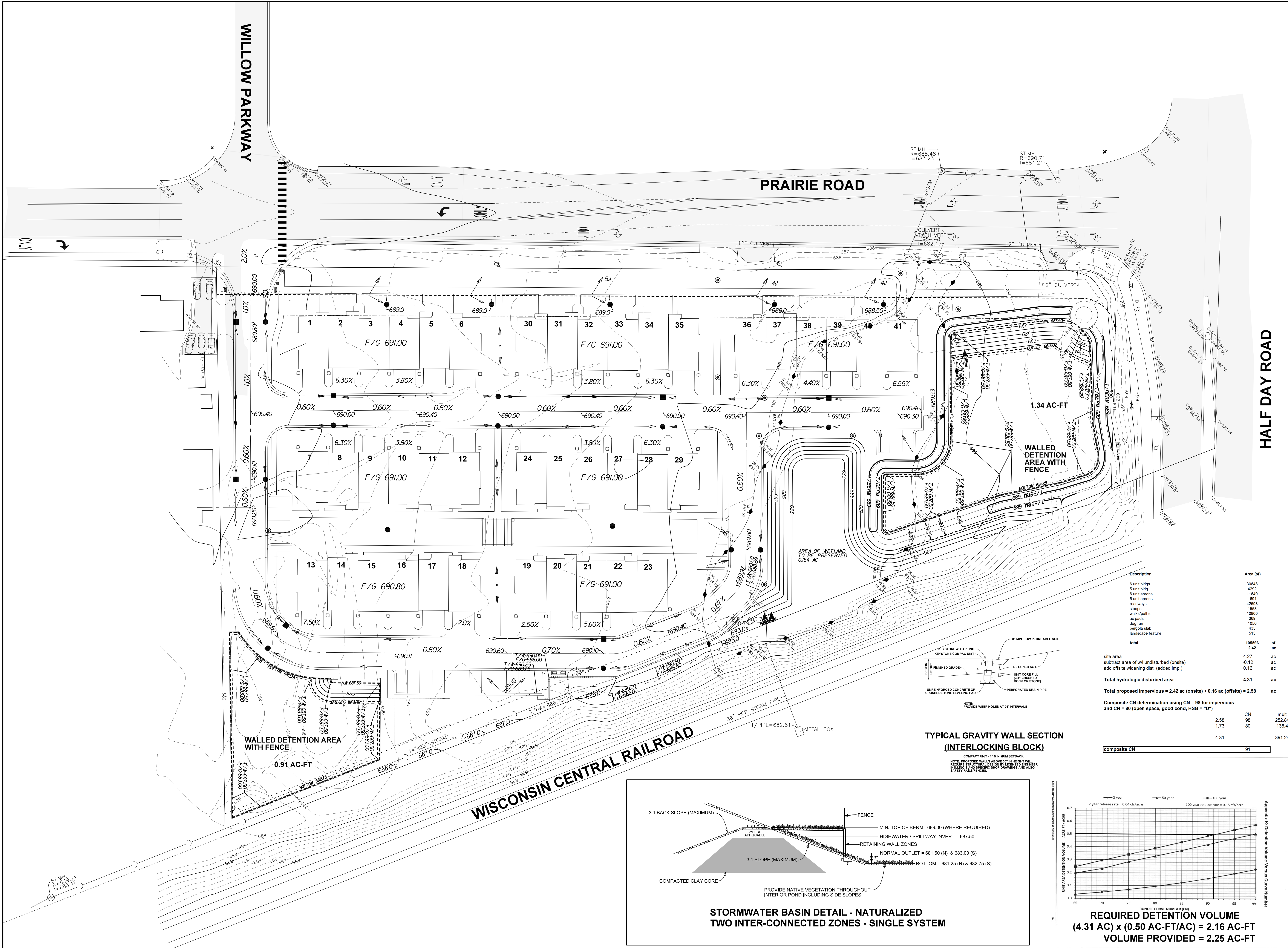
DESIGNED BY: D.S.H.
DRAWN BY: A.Z.
CHECKED BY: J.F.C.
ORIGINAL ISSUE: 04/28/23

DATE BY DESCRIPTION
05/30/23 JFC REVISED PER VILLAGE REVIEW COMMENTS

REVISIONS

GRADING PLAN

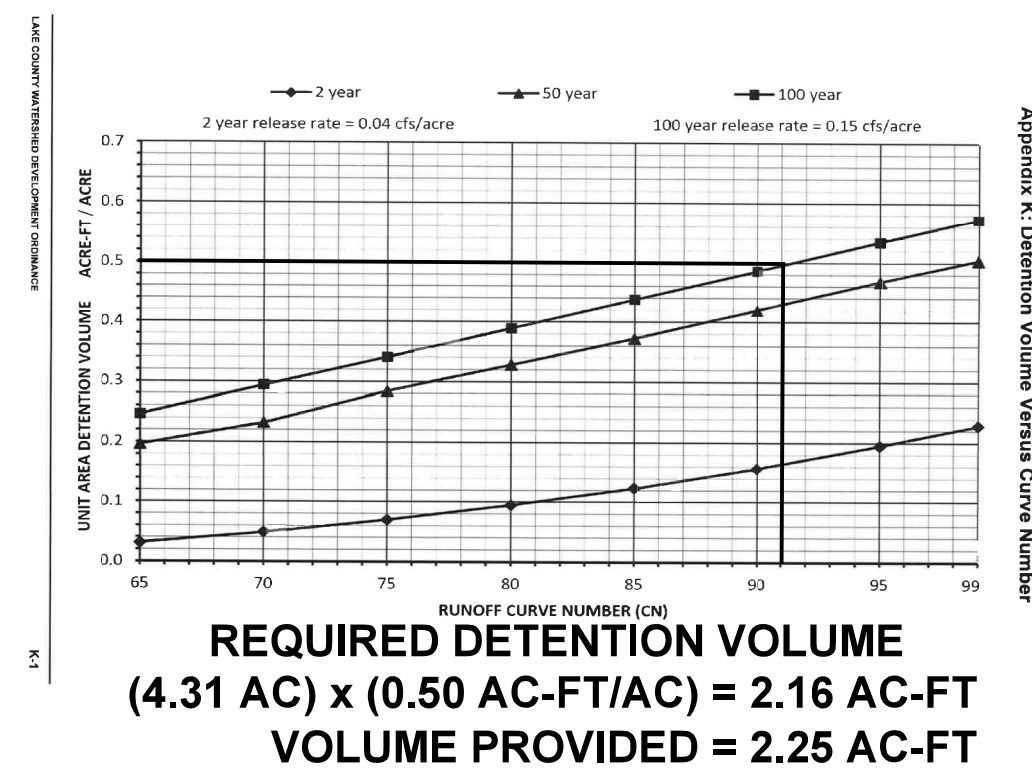
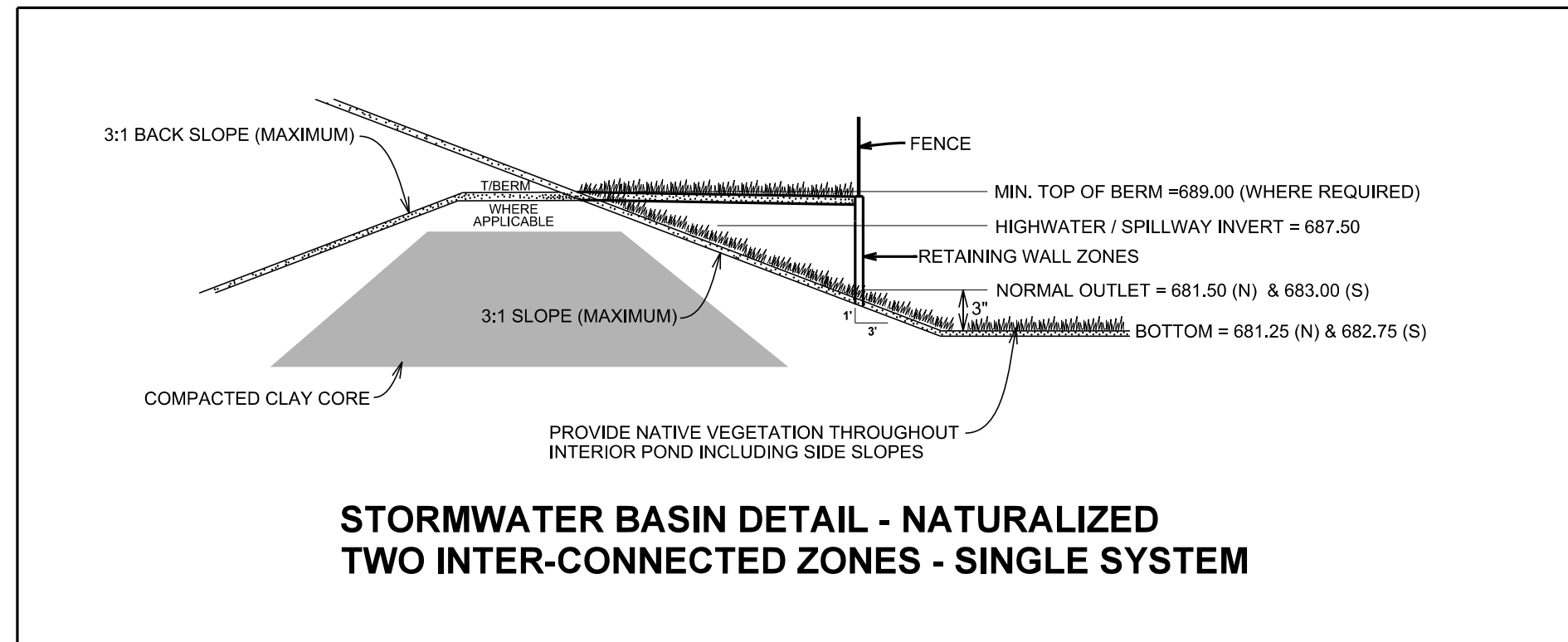
SHEET NUMBER
4
OF 6 SHEETS
JOB No. 23102



Description	Area (sf)
6 unit bldgs	30648
5 unit bldg	4292
6 unit aprons	11640
5 unit aprons	1691
roadways	42598
stoops	1558
walkways	10800
ac pads	369
dog run	1050
pergola slab	435
landscape feature	515
total	105596
site area	2.42
subtract area of w/ undisturbed (onsite)	4.27
add offsite widening dist. (added imp.)	-0.12
total hydrologic disturbed area =	0.16
total proposed impervious = 2.42 ac (onsite) + 0.16 ac (offsite) = 2.58	4.31
Composite CN determination using CN = 98 for impervious and CN = 80 (open space, good cond, HSG = "D")	
	CN
2.58	98
1.73	80
4.31	391.24
composite CN	91

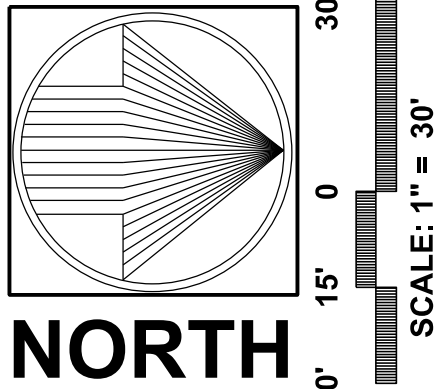
TYPICAL GRAVITY WALL SECTION (INTERLOCKING BLOCK)

COMPACT UNIT - 1" MINIMUM SETBACK
NOTE: PROPOSED WALLS ABOVE 30" IN HEIGHT WILL REQUIRE STRUCTURAL DESIGN BY LICENSED ENGINEER IN ILLINOIS AND SPECIFIC SHOP DRAWINGS AND ALSO SAFETY RAILSIDES



NOTE:
Temporary stabilized construction entrance located in proposed driveway, and a concrete washout, shall be required at the time of each building permit/construction.

- PROJECT NOTES:**
1. Topography provided by United Survey Service, LLC.
 2. Contractor shall call JULIE at least 48 hours prior to start of construction.
 3. Silt fence shall be installed by the contractor and inspected by the Village prior to start of construction.
 4. Contractor shall verify the location and elevation of all wet and dry utilities prior to the start of construction. Exploratory digging may be necessary. The contractor shall notify the design engineer immediately of any discrepancies that are found.
 5. Full depth saw-cut is required for all removals
 6. Pavement restoration shall match the existing by type and thickness
 7. Contractor shall remove and relocate, or reinstall any signs as needed for proposed improvements.
 8. All disturbed areas shall be restored with minimum 4-inches of topsoil, seed and NAG S75 blanket, or approved equal.
 9. All excavated material not used for site grading/respread shall be removed from the site.



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DESIGNED BY: D.S.H.
DRAWN BY: A.Z.
CHECKED BY: J.F.C.
ORIGINAL ISSUE: 04/28/23

EROSION CONTROL PLAN

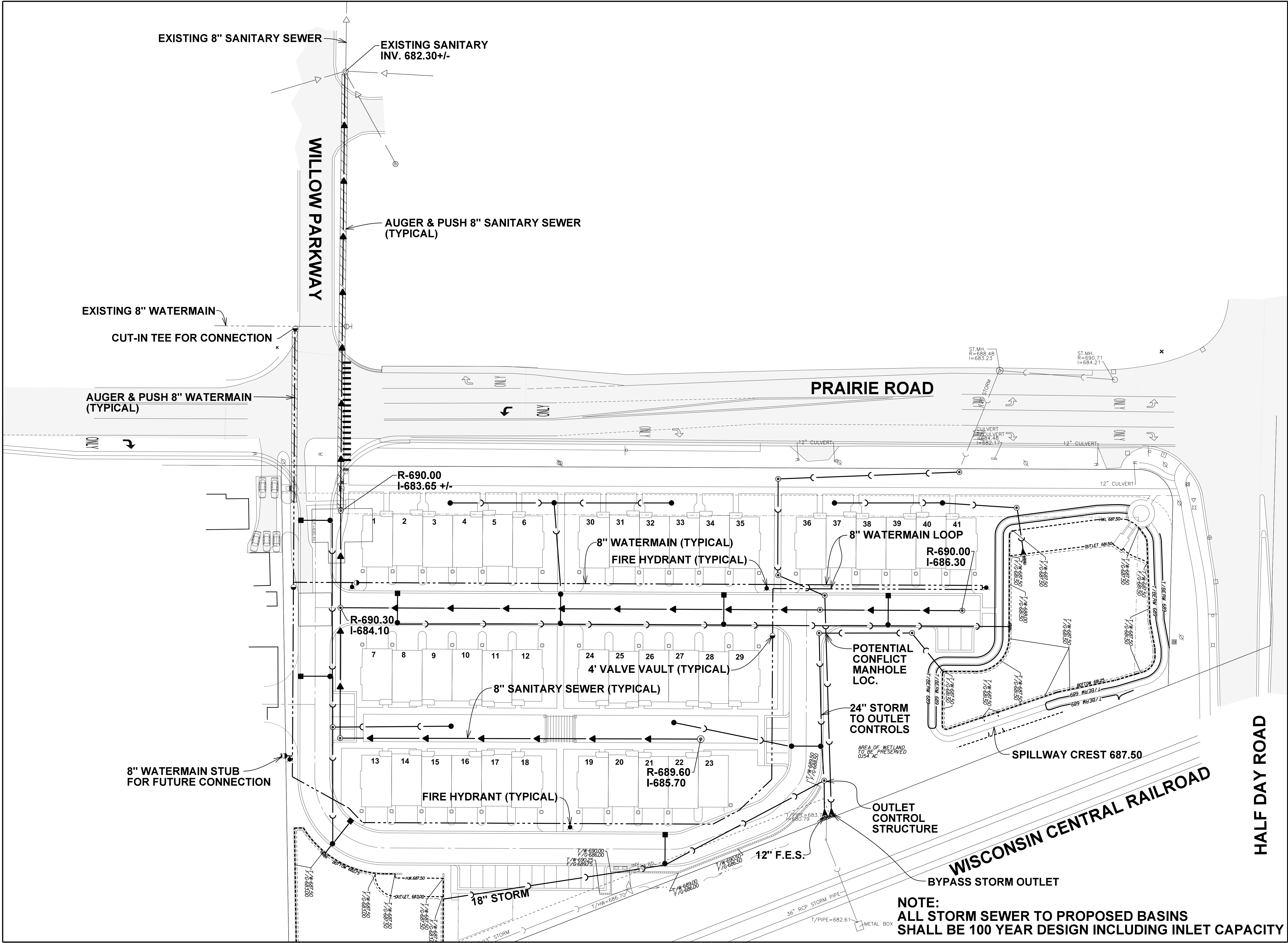
DATE BY
05/30/23 JFC

REVISED PER VILLAGE REVIEW COMMENTS

REVISIONS

NO.	DESCRIPTION
1	Added notes regarding temporary stabilized construction entrance and concrete washout.
2	Added notes regarding temporary removable inlet basket and monofilament fabric barrier.
3	Added notes regarding temporary topsoil stockpile.
4	Added notes regarding silt fence installation.
5	Added notes regarding double-row silt fence.
6	Added notes regarding area of wetland to be preserved.
7	Added notes regarding 36" RCP storm pipe and metal box.
8	Added notes regarding 12" culverts.
9	Added notes regarding 14" and 24" storm pipes.
10	Added notes regarding 12" and 18" storm pipes.
11	Added notes regarding 12" and 18" storm pipes.
12	Added notes regarding 12" and 18" storm pipes.
13	Added notes regarding 12" and 18" storm pipes.
14	Added notes regarding 12" and 18" storm pipes.
15	Added notes regarding 12" and 18" storm pipes.
16	Added notes regarding 12" and 18" storm pipes.
17	Added notes regarding 12" and 18" storm pipes.
18	Added notes regarding 12" and 18" storm pipes.
19	Added notes regarding 12" and 18" storm pipes.
20	Added notes regarding 12" and 18" storm pipes.
21	Added notes regarding 12" and 18" storm pipes.
22	Added notes regarding 12" and 18" storm pipes.
23	Added notes regarding 12" and 18" storm pipes.
24	Added notes regarding 12" and 18" storm pipes.
25	Added notes regarding 12" and 18" storm pipes.
26	Added notes regarding 12" and 18" storm pipes.
27	Added notes regarding 12" and 18" storm pipes.
28	Added notes regarding 12" and 18" storm pipes.
29	Added notes regarding 12" and 18" storm pipes.
30	Added notes regarding 12" and 18" storm pipes.
31	Added notes regarding 12" and 18" storm pipes.
32	Added notes regarding 12" and 18" storm pipes.
33	Added notes regarding 12" and 18" storm pipes.
34	Added notes regarding 12" and 18" storm pipes.
35	Added notes regarding 12" and 18" storm pipes.
36	Added notes regarding 12" and 18" storm pipes.
37	Added notes regarding 12" and 18" storm pipes.
38	Added notes regarding 12" and 18" storm pipes.
39	Added notes regarding 12" and 18" storm pipes.
40	Added notes regarding 12" and 18" storm pipes.
41	Added notes regarding 12" and 18" storm pipes.

SHEET NUMBER
5
OF 6 SHEETS
JOB No. 23102



22825 N. PRAIRIE ROAD

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
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DESIGNED BY: D.S.H.

DRAWN BY: A.Z.

CHECKED BY: J.F.C.

ORIGINAL ISSUE: 04/28/23

DATE BY	DESCRIPTION
05/30/23 JFC	REVISED PER VILLAGE REVIEW COMMENTS

UTILITY PLAN

REVISIONS

SHEET NUMBER

6

OF 6 SHEETS

JOB No. 23102

Packet Pg. 49

Attachment: Exhibit D - Engineering Plans (Public Hearing- Annexation Agreement for the Property at 22771 & 22825 Prairie Road)

PRELIMINARY LANDSCAPE PLAN FOR:

22825 N. PRAIRIE ROAD

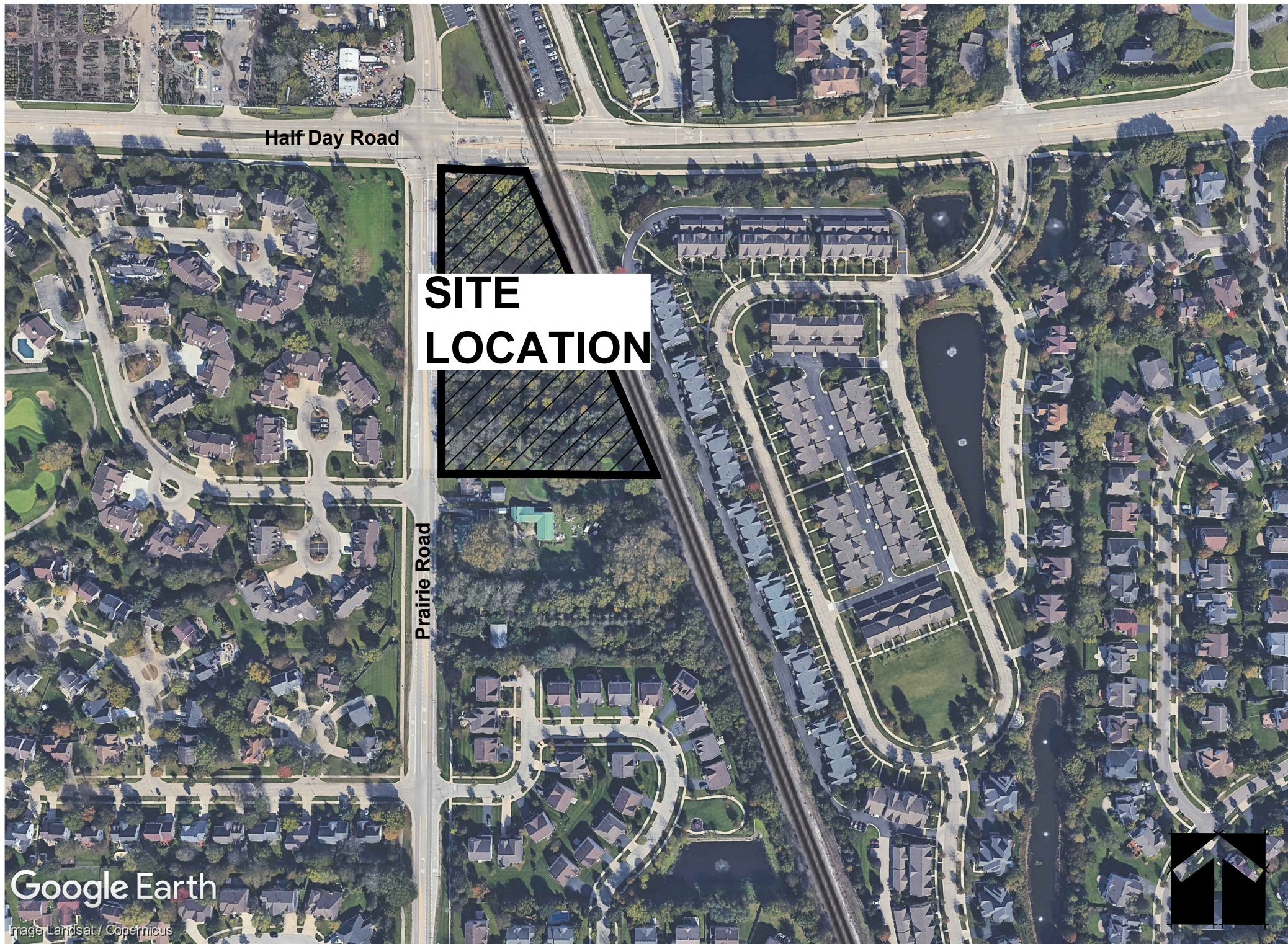
Buffalo Grove, IL

Engineer:
Pearson, Brown & Associates, Inc.
1850 W. Winchester Rd. Suite 205
Libertyville, IL 60048
847.367.6707

Architect:
Linden Group Architects, Inc.
10100 Orland Parkway, Suite 110
Orland Park, IL 60467
708.799.4400

Landscape Architect:
Metz & Company
826 E. Maple Street
Lombard, IL 60148
630.561.3903

Site Location Map

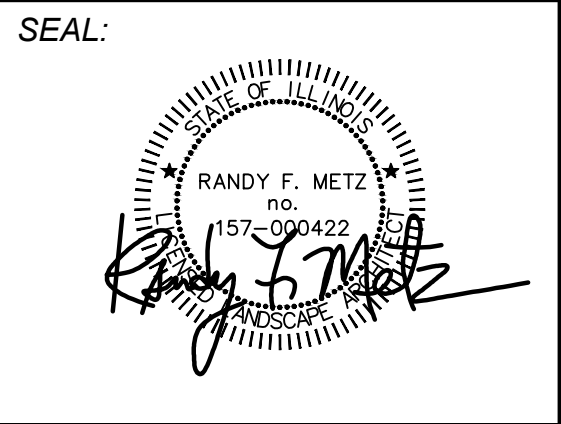


SHEET INDEX

SHEET	DESCRIPTION
CS-1.0	COVER SHEET
L-1.0	LANDSCAPE PLAN
L-2.0	NATURALIZED LANDSCAPE REQUIREMENTS
L-3.0	LANDSCAPE SPECIFICATIONS & DETAILS

REVISIONS	
3	Gazebo Dimensions 6-27-23
2	New Site Plan 5-30-23
1	New Site Plan/Village Review 5-18-23

PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD
BUFFALO GROVE, ILLINOIS



TITLE
**LANDSCAPE
PLAN**

PROJECT NO.:
23-227

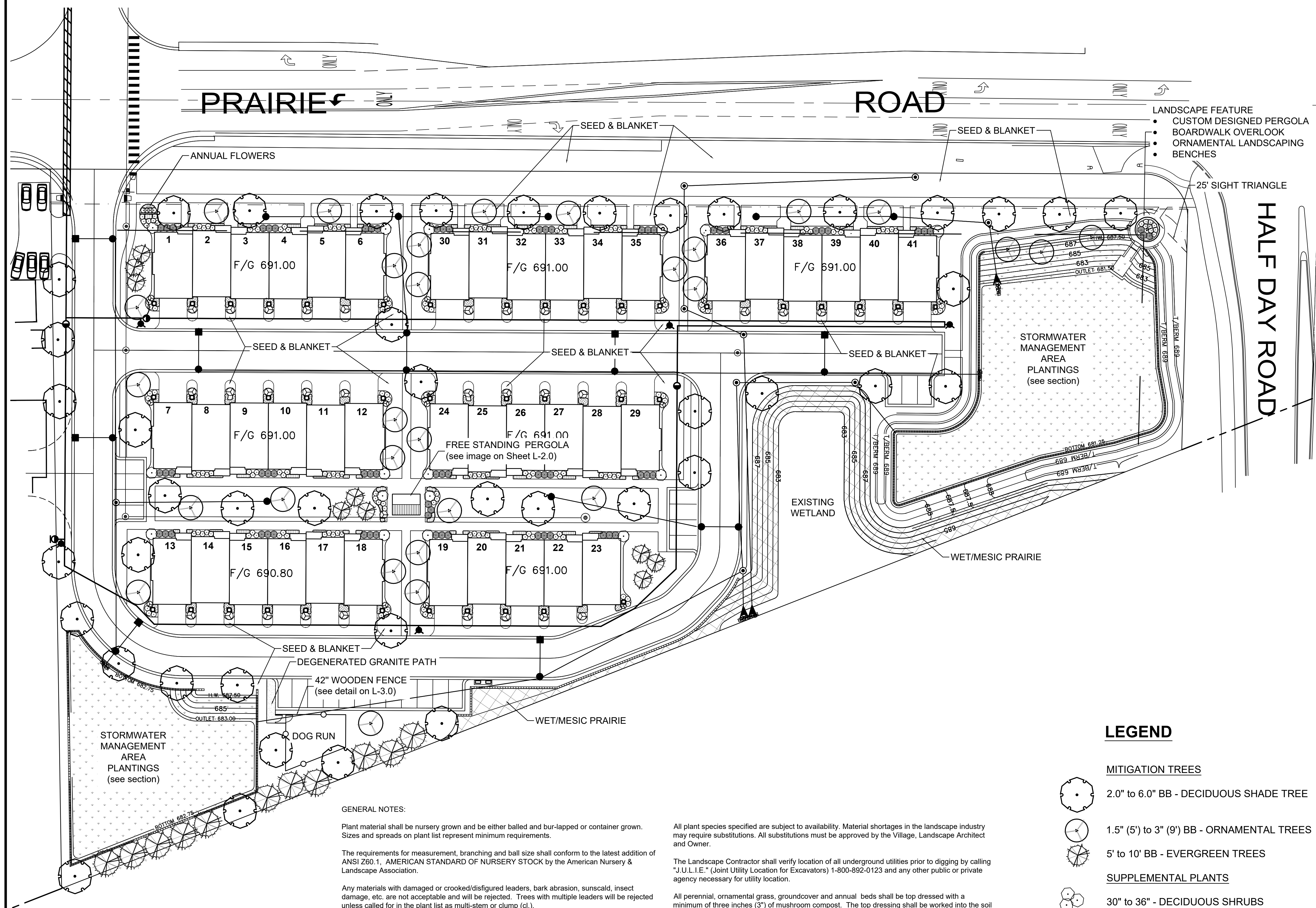
DATE: 4-27-2023

SCALE: 1" = 40'

SHEET
CS-1.0



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GENERAL NOTES:

Plant material shall be nursery grown and be either balled and bur-lapped or container grown. Sizes and spreads on plant list represent minimum requirements.

The requirements for measurement, branching and ball size shall conform to the latest addition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.

Any materials with damaged or crooked/disfigured leaders, bark abrasion, sunscald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl.).

If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to promptly notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.

Under no circumstances should these plans be used for construction purposes without examining actual locations of utilities on site, and reviewing all related documents mentioned herein, including related documents prepared by the project Civil Engineer and Architect.

Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.

Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.

Actions taken without the knowledge and consent of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility not of the Owner and the Landscape Architect, but for the parties responsible for the taking of such action.

Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements.

Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.

The Landscape Contractor shall verify location of all underground utilities prior to digging by calling "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-892-0123 and any other public or private agency necessary for utility location.

All perennial, ornamental grass, groundcover and annual beds shall be top dressed with a minimum of three inches (3") of mushroom compost. The top dressing shall be worked into the soil to a minimum depth of nine inches (9") by the use of a cultivating mechanism. Upon completion perennials & ornamental grasses shall be mulched with an additional two inch (2") layer of shredded wood mulch; Annuals & groundcovers shall be covered with a two inch (2") layer of southern pine bark fines mulch.

All other planting beds and tree saucers shall be mulched with a minimum of three inches (3") of shredded wood mulch.

Planting beds adjacent to building shall be mulched in their entirety to the building foundation. Plant materials shall not be installed under building overhangs and other such areas which do not receive natural rainfall.

Mulch beds at the time of planting shall extend a minimum of two feet (2') beyond the center of a shrub.

All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas.

Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.

Sod shall be mineral base only.

Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's specs) or Hydro-mulch.

All plant material shall be guaranteed for one (1) year from the date of acceptance.

- LANDSCAPE FEATURE
- CUSTOM DESIGNED PERGOLA
 - BOARDWALK OVERLOOK
 - ORNAMENTAL LANDSCAPING
 - BENCHES

LEGEND

MITIGATION TREES

- 2.0" to 6.0" BB - DECIDUOUS SHADE TREE
- 1.5" (5') to 3" (9') BB - ORNAMENTAL TREES
- 5' to 10' BB - EVERGREEN TREES
- SUPPLEMENTAL PLANTS
- 30" to 36" - DECIDUOUS SHRUBS
- #3 or #5 - DWARF DECIDUOUS SHRUBS
- 24"/#5 - EVERGREEN SHRUBS
- 4' BB - UPRIGHT EVERGREEN SHRUB
- #1 - PERENNIALS or ORNAMENTAL GRASSES
- from flats - GROUNDCOVERS

NATIVE PLANTINGS

STORMWATER DETENTION PLANTINGS
(see Typical Stormwater Detention Section)

WET TO MESIC PRAIRIE SEED MIXTURE

NOTE: All turf areas shall seeded with IDOT Class 1-A salt tolerant turf seed mixture & covered with straw blanket

The following list of quality trees and shrubs will be used for final plant selections:

PLANT LIST

KEY	QTY	BOTANICAL NAME	COMMON NAME
DECIDUOUS SHADE TREES			
AFJ		Acer f. 'Jeffersred'	Autumn Blaze Freeman Maple
AFM		Acer f. 'Marmo'	Marmo Freeman Maple
AMM		Acer m. 'Morton'	State Street Maple
ACF		Aesculus x c. 'R. McNeil'	Fort McNeil Horsechestnut
CS		Catalpa speciosa	Northern Catalpa
CO		Celtis occidentalis	Hackberry
GAG		Ginkgo b. 'Autumn Gold'	Autumn Gold Ginkgo
GPS		Ginkgo b. 'Princeton Sentry'	Princeton Sentry Ginkgo
GTS		Gleditsia t. 'Skyline'	Skyline Honeylocust
GD		Gymnocladus dioica	Kentucky Coffeetree
GDE		Gymnocladus d. 'Espresso'	Espresso Kentucky Coffeetree
QDE		Platanus x a. 'Morton Circle'	Exclamation London Planetree
QB		Quercus bicolor	Swamp White Oak
QI		Quercus imbricaria	Shingle Oak
QBR		Quercus macrocarpa	Burr Oak
QM		Quercus muehlenbergii	Chinkapin Oak
QR		Quercus rubra	Red Oak
QRP		Quercus r. 'Long'	Regal Prince English Oak
TSS		Taxodium d. 'Mickelson'	Shawnee Brave Bald Cypress
TAR		Tilia a. 'Redmond'	Redmond Linden
TGS		Tilia c. 'Greenspire'	Greenspire Linden
UF		Ulmus 'Frontier'	Frontier Elm
UA		Ulmus 'Morton'	Accolade Elm

BOLD: TREES TO BE USED WITHIN PARKWAYS

EVERGREEN TREES		
PA	Picea abies	Norway Spruce
PGD	Picea g. 'Densata'	Black Hills Spruce
PP	Picea pungens	Colorado Green Spruce
PPG	Picea p. 'Glaucia'	Colorado Blue Spruce
PFA	Picea p. 'Fat Albert'	Fat Albert Colorado Spruce
PFV	Pinus f. 'Vanderwolfs Pyramid'	Vanderwolfs Pyramid Limber Pine
PS	Pinus strobus	Eastern White Pine
PSF	Pinus s. 'Fastigiata'	Fastigate White Pine
PM	Pseudotsuga menziesii	Douglas Fir
TGG	Thuja o. 'Green Giant'	Green Giant Arborvitae
TC	Tsuga canadensis	Canadian Hemlock

DECIDUOUS ORNAMENTAL TREES

AAB	Amelanchier g. 'Autumn Brilliance'	Autumn Brilliance Serviceberry
BN	Betula n. 'Cully'	Heritage River Birch
CC	Carpinus caroliniana	American Hornbeam
CEN	Cercis canadensis	Eastern Redbud
CPD	Cornus alternifolia	Pagoda Dogwood
CCI	Crataegus c. 'Inermis'	Thornless Cockspur Hawthorn
MJ	Magnolia x 'Jane'	Jane Magnolia
MDW	Malus 'Donald Wyman'	Donald Wyman Crabapple
MRJ	Malus 'Red Jewel'	Red Jewel Crabapple
MPF	Malus 'Prairie Fire'	Prairie Fire Crabapple
MSF	Malus s. 'Select A'	Sargent Firebird Crabapple
MST	Malus s. 'Tina'	Sargent Tina Crabapple
OV	Ostrya virginiana	American Hophornbeam
SIS	Syringa s. 'Ivory Silk'	Ivory Silk Tree Lilac
SPM	Syringa p. 'Morton'	China Snow Tree Lilac
SZZ	Syringa p. 'Zhing Zhiming'	Beijing Gold Tree Lilac

DECIDUOUS SHRUBS & SHRUB ROSES

AM	Aronia melanocarpa	Black Chokeberry
ALSH	Aronia m. 'UConnAM166'	Low Scape Hedge Chokeberry
CSC	Clethra a. 'Sixteen Candles'	Sixteen Candles Summersweet
CR	Cornus racemosa	Gray Dogwood
CAH	Corylus americana	American Hazelnut
CAP	Cotoneaster acutifolia	Peking Cotoneaster
CH	Cotoneaster 'Hessei'	Hessei Cotoneaster
DKB	Diervilla r. 'SMDNDRSP'	Black Kodiak Diervilla
DKO	Diervilla r. 'G2X8544'	Orange Kodiak Diervilla
DKR	Diervilla r. 'G2X85411'	Red Kodiak Diervilla
DSB	Diervilla s. 'Butterfly'	Butterfly Bush Honeysuckle
DSC	Diervilla s. 'LPDC Podaras'	Cool Splash Bush Honeysuckle
DS	Splendens Bush-Honeysuckle	Splendens Bush-Honeysuckle
HWV	Hamamelis vernalis	Ozark Witch Hazel
HAA	Hydrangea a. 'Annabella'	Annabelle Hydrangea
HAI	Hydrangea a. 'Aetwo'	Incrediball Hydrangea
HB	Hydrangea p. 'ILVOBO'	Bobo Hydrangea
HLL	Hydrangea p. 'Jane'	Little Lime Hydrangea
HPL	Hydrangea p. 'LimeLight'	LimeLight Hydrangea
HQF	Hydrangea p. 'Bulk'	Quick Fire Hydrangea
HLQF	Hydrangea p. 'SMHRLQF'	Little Quick Fire Hydrangea
HQPW	Hydrangea q. 'Pee Wee'	Pee Wee Oakleaf Hydrangea
HTTS	Hydrangea s. 'MAKD'	Tiny Tuff Stuff Hydrangea
HBf	Hypericum k. 'SMHKBf'	Blue Festival St. Johnswort
PLD	Physocarpus o. 'Little Devil'	Little Devil Ninebark
PGW	Physocarpus o. 'Ginger Wine'	Ginger Wine Ninebark
POS	Physocarpus o. 'Seward'	Summer Wine Ninebark
RGL	Rhus a. 'Gro-Low'	Gro-Low Sumac
RDA	Rosa species	Shrub Roses
SBF	Spiraea species	Spiraea
SMF	Syringa m. 'Pabibin'	Dwarf Korean Lilac
SMK	Syringa p. 'Miss Kim'	Miss Kim Lilac
SDP	Syringa 'SMSJBPT'	Boomerang Dark Purple Lilac
VSB	Viburnum c. 'SMVCB'	Spice Baby Viburnum
VC	Viburnum 'Cayuga'	Koreanspice Viburnum
VBM	Viburnum d. 'Christom'	Blue Muffin Arrowwood Viburnum
VO	Viburnum dentatum	Arrowwood Viburnum
VP	Viburnum prunifolium	Blackhaw Viburnum
VOS	Viburnum d. 'Syringedif'	Chicago Lustre Viburnum
VRS	Viburnum d. 'Ralph Senior'	Autumn Jazz Viburnum
VJ	Viburnum x. 'Juddii'	Judd Viburnum
VLM	Viburnum l. 'Mohican'	Mohican Viburnum
VRA	Viburnum x. rhytidophyllodes	Alleghany Viburnum
WDH	Weigela x. 'Dark Horse'	Dark Horse Weigela
WFW	Weigela florida species	Weigela

EVERGREEN SHRUBS

JDF	Juniperus chinensis species	Chinese Juniper
JHH	Juniperus horizontalis species	Horizontal Juniper
TMD	Taxus m. 'Densiformis'	Dense Yew
TME	Taxus m. 'Everlow'	Everlow Yew
TMH	Taxus m. 'Hicksii'	Hicks Yew
TOS	Thuja o. 'Smaragd'	Emerald Green Arborvitae

BROADLEAF EVERGREENS

BW	Buxus m. var. 'Koreana Wintergreen'	Wintergreen Boxwood
EEG	Euonymus f. 'Emerald Galety'	Emerald Galety Euonymus
EENG	Euonymus f. 'Emerald 'n' Gold'	Emerald 'n' Gold Euonymus
EFS	Euonymus f. 'Sarcocoe'	Sarcocoe Euonymus
EFV	Euonymus f. 'Vegetus Low'	Low Bigleaf Euonymus

REVISIONS

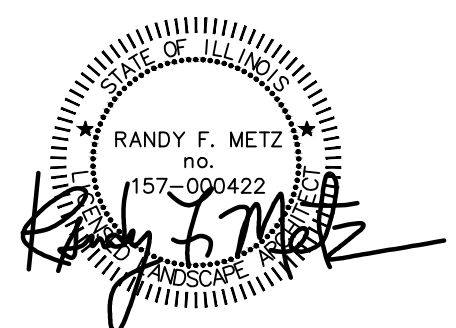
3	Gazebo Dimensions	6-27-23
2	New Site Plan	5-30-23
1	New Site Plan/Village Review	5-18-23

PROPOSED MULTI-FAMILY DEVELOPMENT

22825 N. PRAIRIE ROAD

BUFFALO GROVE, ILLINOIS

SEAL:



826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE

PRELIMINARY LANDSCAPE PLAN

PROJECT NO.:

23-227

DATE:

4-27-2023

SCALE:

1"=30'

SHEET

L-1.0

Wetland Edge Seed Mix		
Apply @ 33.00 PLS pounds per acre		
Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses/Sedges:		
<i>Bolboschoenus fluviatilis</i>	River Bulrush	2.00
<i>Carex comosa</i>	Bristly Sedge	1.50
<i>Carex cristatella</i>	Crested Oval Sedge	0.50
<i>Carex frankii</i>	Bristly Cattail Sedge	4.00
<i>Carex stricta</i>	Common Tussock Sedge	0.50
<i>Carex vulpinoidea</i>	Brown Fox Sedge	2.00
<i>Eleocharis palustris</i>	Great Spike Rush	0.50
<i>Elymus virginicus</i>	Virginia Wild Rye	16.00
<i>Glyceria striata</i>	Fowl Manna Grass	1.00
<i>Juncus effusus</i>	Common Rush	0.50
<i>Leersia oryzoides</i>	Rice Cut Grass	0.50
<i>Schoenoplectus pungens</i>	Chairmaker's Rush	1.00
<i>Schoenoplectus tabernaemontani</i>	Great Bulrush	2.50
<i>Scirpus atrovirens</i>	Dark Green Rush	1.00
<i>Scirpus cyperinus</i>	Wool Grass	0.50
Total		34.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	512.00
Total		512.00
Forbs:		
<i>Acorus americanus</i>	Sweet Flag	1.00
<i>Alisma subcordatum</i>	Common Water Plantain	2.00
<i>Asclepias incarnata</i>	Swamp Milkweed	2.00
<i>Bidens</i> spp.	Bidens Species	2.00
<i>Boehmeria cylindrica</i>	False Nettle	1.00
<i>Doellingeria umbellata</i>	Flat-Top Aster	0.25
<i>Eupatorium perfoliatum</i>	Common Boneset	1.00
<i>Helenium autumnale</i>	Sneezeweed	1.00
<i>Iris virginica</i> v. <i>shrevei</i>	Blue Flag	4.00
<i>Lobelia cardinalis</i>	Cardinal Flower	0.25
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.25
<i>Lycopus americanus</i>	Common Water Horehound	0.25
<i>Mimulus ringens</i>	Monkey Flower	0.50
<i>Penthorum sedoides</i>	Ditch Stonewort	0.50
<i>Persicaria</i> spp.	Pinkweed Species	2.00
<i>Rudbeckia laciniata</i>	Wild Golden Glow	1.00
<i>Sagittaria latifolia</i>	Common Arrowhead	2.00
<i>Senna hebecarpa</i>	Wild Senna	2.00
<i>Sparganium eurycarpum</i>	Common Bur Reed	4.00
<i>Symphytichium puniceum</i>	Bristly Aster	1.00
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	0.50
<i>Verbena hastata</i>	Blue Vervain	1.50
<i>Verbesina alternifolia</i>	Wingstem	2.00
<i>Vernonia fasciculata</i>	Common Ironweed	2.00
Total		34.00

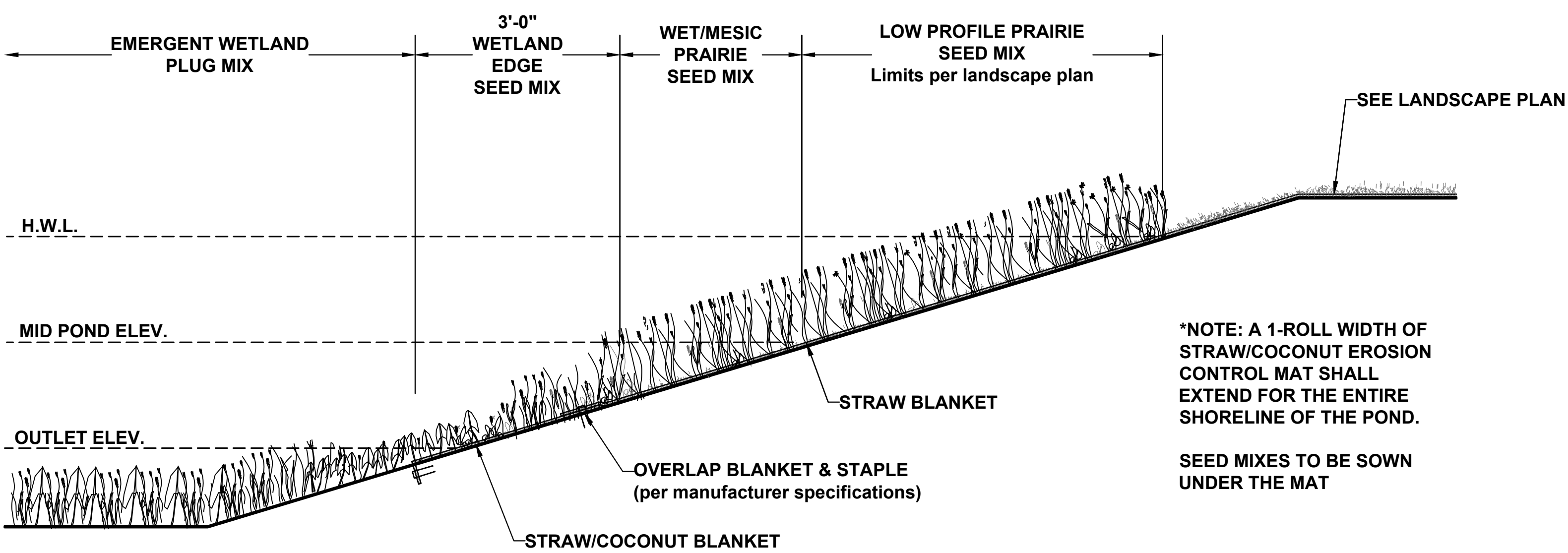
Low-Profile Prairie Seed Mix		
Apply @ 38.50 PLS pounds per acre		
Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses:		
<i>Bouteloua curtipendula</i>	Side-Oats Grama	16.00
<i>Carex</i> spp.	Prairie Sedge Species	4.00
<i>Elymus canadensis</i>	Canada Wild Rye	32.00
<i>Koeleria macrantha</i>	June Grass	1.00
<i>Panicum virgatum</i>	Switch Grass	1.00
<i>Schizachyrium scoparium</i>	Little Bluestem	36.00
Total		90.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	512.00
Total		512.00
Forbs:		
<i>Amorpha canescens</i>	Lead Plant	0.50
<i>Asclepias syriaca</i>	Common Milkweed	2.00
<i>Asclepias tuberosa</i>	Butterfly Weed	2.00
<i>Baptisia alba</i>	White Wild Indigo	2.00
<i>Chamaecrista fasciculata</i>	Partridge Pea	10.00
<i>Coreopsis lanceolata</i>	Sand Coreopsis	5.00
<i>Coreopsis palmata</i>	Prairie Coreopsis	1.00
<i>Dalea candida</i>	White Prairie Clover	1.50
<i>Dalea purpurea</i>	Purple Prairie Clover	1.50
<i>Desmanthus illinoensis</i>	Illinois Sensitive Plant	3.00
<i>Echinacea purpurea</i>	Broad-Leaved Purple Coneflower	8.00
<i>Eryngium yuccifolium</i>	Rattlesnake Master	2.00
<i>Lespedeza capitata</i>	Round-Headed Bush Clover	2.00
<i>Liatris aspera</i>	Rough Blazing Star	0.50
<i>Lupinus perennis</i> v. <i>occidentalis</i>	Wild Lupine	4.00
<i>Monarda fistulosa</i>	Wild Bergamot	0.50
<i>Oligoneuron rigidum</i>	Stiff Goldenrod	1.00
<i>Parthenium integrifolium</i>	Wild Quinine	1.00
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.50
<i>Penstemon hirsutus</i>	Hairy Beard Tongue	1.00
<i>Ratibida pinnata</i>	Yellow Coneflower	4.00
<i>Rudbeckia hirta</i>	Black-Eyed Susan	5.00
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	1.00
<i>Silphium terebinthinaceum</i>	Prairie Dock	1.00
<i>Solidago speciosa</i>	Showy Goldenrod	0.50
<i>Symphytichum ericoides</i>	Heath Aster	0.25
<i>Symphytichum laeve</i>	Smooth Blue Aster	1.00
<i>Symphytichum novae-angliae</i>	New England Aster	0.50
<i>Tradescantia ohimensis</i>	Common Spiderwort	1.00
<i>Verbena stricta</i>	Hoary Vervain	1.00
<i>Vernonia gigantea</i>	Smooth Tall Ironweed	1.50
<i>Veronicastrum virginicum</i>	Culver's Root	0.25
Total		66.00

Wet-to-Mesic Prairie Seed Mix		
Apply @ 36.19 PLS pounds per acre		
Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses:		
<i>Andropogon gerardii</i>	Big Bluestem	16.00
<i>Calamagrostis canadensis</i>	Bluejoint Grass	1.00
<i>Carex lurida</i>	Bottlebrush Sedge	3.00
<i>Carex stricta</i>	Common Tussock Sedge	1.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	1.00
<i>Elymus virginicus</i>	Virginia Wild Rye	24.00
<i>Juncus canadensis</i>	Canadian Rush	0.50
<i>Panicum virgatum</i>	Switch Grass	2.00
<i>Scirpus cyperinus</i>	Wool Grass	0.50
<i>Sorghastrum nutans</i>	Indian Grass	8.00
<i>Spartina pectinata</i>	Prairie Cord Grass	3.00
Total		60.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	512.00
Total		512.00
Forbs:		
<i>Asclepias syriaca</i>	Common Milkweed	2.00
<i>Baptisia alba</i>	White Wild Indigo	1.00
<i>Chamaecrista fasciculata</i>	Partridge Pea	10.00
<i>Coreopsis lanceolata</i>	Sand Coreopsis	4.00
<i>Coreopsis tripteris</i>	Tall Coreopsis	2.00
<i>Desmodium illinoense</i>	Illinois Tick Trefoil	0.50
<i>Doellingeria umbellata</i>	Flat-Top Aster	0.50
<i>Echinacea purpurea</i>	Broad-Leaved Purple Coneflower	4.00
<i>Eryngium yuccifolium</i>	Rattlesnake Master	2.00
<i>Helenium autumnale</i>	Sneezeweed	2.00
<i>Hellianthus grosseserratus</i>	Sawtooth Sunflower	0.50
<i>Lespedeza capitata</i>	Round-Headed Bush Clover	1.50
<i>Liatris spicata</i>	Marsh Blazing Star	1.00
<i>Monarda fistulosa</i>	Wild Bergamot	1.00
<i>Oligoneuron rigidum</i>	Stiff Goldenrod	1.00
<i>Parthenium integrifolium</i>	Wild Quinine	1.00
<i>Physostegia virginiana</i>	Obedient Plant	0.25
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	0.50
<i>Ratibida pinnata</i>	Yellow Coneflower	4.00
<i>Rudbeckia hirta</i>	Black-Eyed Susan	4.00
<i>Rudbeckia laciniata</i>	Wild Golden Glow	1.00
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	0.50
<i>Senna hebecarpa</i>	Wild Senna	2.25
<i>Silphium integrifolium</i>	Rosin Weed	1.00
<i>Silphium laciniatum</i>	Compass Plant	2.00
<i>Silphium perfoliatum</i>	Cup Plant	2.00
<i>Silphium terebinthinaceum</i>	Prairie Dock	3.00
<i>Solidago juncea</i>	Early Goldenrod	0.25
<i>Solidago rugosa</i>	Rough Goldenrod	0.25
<i>Symphytichum novae-angliae</i>	New England Aster	0.50
<i>Tradescantia ohiensis</i>	Common Spiderwort	1.25
<i>Vernonia fasciculata</i>	Common Ironweed	3.00
<i>Veronicastrum virginicum</i>	Culver's Root	0.25
<i>Zizia aurea</i>	Golden Alexanders	1.00
Total		61.00

Emergent Plug Mix
Plug Spacing @ 24" o.c.

Botanical Name	Common Name	%	Quantity
<i>Calamagrostis canadensis</i>	Blue Joint Grass	1.50	0
<i>Carex comosa</i>	Bristly Sedge	5.00	0
<i>Carex lacustris</i>	Common Lake Sedge	2.00	0
<i>Carex lupulina</i>	Common Hop Sedge	1.50	0
<i>Carex stricta</i>	Common Tussock Sedge	2.00	0
<i>Carex trichocarpa</i>	Hairy-fruited Lake Sedge	5.00	0
<i>Carex vulpinoidea</i>	Brown Fox Sedge	5.50	0
<i>Juncus effusus</i>	Common Rush	1.00	0
<i>Leersia oryzoides</i>	Rice Cut Grass	2.00	0
<i>Schoenoplectus acutus</i>	Hardstem Bulrush	1.00	0
<i>Schoenoplectus tabernaemontani</i>	Great Bulrush	3.00	0
<i>Scirpus pungens</i>	Chairmakers Rush	5.00	0
<i>Scirpus atrovirens</i>	Dark Green Rush	1.00	0
<i>Scirpus cyperinus</i>	Wool Grass Rush	2.00	0
Grass/Sedge/Rush Subtotal		37.50	0

<i>Acornus calamus</i>	Sweet Flag	3.00	0
<i>Alisma subcordatum</i>	Common Water Plantain	1.00	0
<i>Asclepias incarnata</i>	Swamp Milkweed	3.00	0
<i>Eutrochium maculatum</i>	Spotted Joe Pye Weed	2.00	0
<i>Hibissus moscheutos</i>	Swamp Rosemallow	3.00	0
<i>Iris virginica shrevei</i>	Blue Flag	12.00	0
<i>Lobelia cardinalis</i>	Cardinal Flower	2.00	0
<i>Lycopus americanus</i>	Waterhorehound	1.50	0
<i>Lythrum alatum</i>	Winged Loosestrife	2.00	0
<i>Mimulus ringens</i>	Monkey Flower	3.00	0
<i>Pontederia cordata</i>	Pickereelweed	2.00	0
<i>Sagittaria latifolia</i>	Common Arrowhead	13.00	0
<i>Solidago patula</i>	Swamp Goldenrod	2.00	0
<i>Sparganium eurycarpum</i>	Great Bur Reed	13.00	0
Wildflower Subtotal		62.50	0
SEED MIX TOTAL		100.00	0



SECTION - STORMWATER MANAGEMENT AREA LANDSCAPING

THREE-YEAR MANAGEMENT PERIOD ACTIVITIES

- The work consists of the Contractor conducting routine ecological management activities during the three-year management and monitoring period in the naturalized planting areas as shown on the landscape plan to assist the Contractor in meeting required performance standards.
- During the first two (2) growing seasons of the three-year period the Contractor shall high-mow the vegetation in the Prairie and/or Wet/Mesic Prairie areas several times during the growing season to ensure the vegetation does not exceed eighteen inches (18") in height. A rotary or flail type mower shall be used. During high-mowing, the vegetation shall be cut no lower than 6 to 9 inches so the native seeding are unharmed. Selective weed whipping can also be used if conditions are unfit (i.e., too wet) for a tractor, or if only small isolated areas of vegetation required cutting. In addition, cutting the inflorescence prior to seed set of many biennial species including teasel and sweet clover is an effective control method that can be utilized.
- The Contractor shall conduct chemical and/or mechanical weed control activities in all of the naturalized seeded areas for a three-year period following planting/seeding. The Contractor shall conduct four annual weed control application periods (total of twelve (12) for the three-year period). The Contractor is responsible to achieve a 95% kill of reed canary grass, purple loosestrife, thistle and common reed and 80% kill of other problematic, nuisance species to successfully complete each of the application periods specified below.
 - Application Period One (early spring):** problematic species such as, but not limited to, reed canary grass, red/white cover, cattails.
 - Application Period Two (late spring to mid-summer):** problematic species such as, but not limited to, reed canary grass, white/yellow sweet cover, cattails, wild carrot, purple loosestrife and common reed.
 - Application Period Three (mid to late summer):** problematic species such as, but not limited to, reed canary grass, ragweed, cattails, purple loosestrife and common reed.
 - Application Period Four (late summer to early fall):** problematic species such as, but not limited to, reed canary grass, red/white cover, common reed.
- Natural regeneration of cattails in the stormwater management facilities will likely occur following construction. As required by these planting specifications pre-planting weed control will be conducted if any problematic species are present. As for cattails, hand pulling cattails can be conducted when the cattails are small enough to ensure that the entire root is removed. Off-site disposal of cattails will be required. Larger cattails will require herbicide applications. Aggressive cattail control will be required after planting throughout the three-year management period to ensure plant establishment. After planting the hand-wick application method to control cattails shall be required.
- If permitted, the Contractor shall conduct a prescribed burn in the prairie areas during the third growing season. The Contractor shall obtain all the required burn permits from the Illinois Environmental Protection Agency, City or Village, and local fire protect district and prepare all necessary documents required for the permit including a Burn Plan.
- The Contractor shall irrigate all plant plugs as needed to achieve the survivorship requirements.
- The Contractor shall remove and dispose of all planting enclosures during the second year of the management period.

PERFORMANCE CRITERIA

- Within three (3) months of seed installation, at least 90% of the seeded area, as measured by aerial coverage, shall be vegetated. A minimum 90% vegetative coverage shall be maintained throughout and at the end of the three-year maintenance period for these areas. This standard does not apply to wetland plug areas (if planted).
- At the end of the second growing season, a minimum of 75% vegetative coverage in the wetland plug area(s) shall be achieved and maintained throughout the end of the three-year maintenance period (if planted).
- The stormwater management facilities shall not contain any rills greater than four inches (4") deep throughout and at the end of the three-year maintenance period.
- At the end of the second and third growing seasons, no area greater than 1.0 square meters on slope areas shall be devoid of vegetation.
- At the end of the second growing season, 30% seed mix presence for the prairie seed mix areas shall be achieved. At the end of the third growing season 50% seed mix presence for the prairie seed mixes shall be achieved.
- At the end of the third growing season, the top three dominate species based on aerial coverage shall NOT be non-native species, cattail or reed grass
- Relative coverage (determined by ocular estimation) of cattail shall be less than 10% throughout, and at the end of the three-year maintenance period.
- Relative coverage (determined by ocular estimation) of common reed, reed canary grass, and loosestrife in aggregate shall be less than 5% throughout, and at the end of the three-year maintenance period.
- Relative coverage (determined by ocular estimation) of thistle and teasel shall be less than 5% throughout, and at the end of the three-year maintenance period.
- Plugs (if planted) must achieve 90% survivorship one (1) year from plant installation.

The Contractor shall water plant plugs (if planted) as needed in order to meet the performance criteria. The cost to irrigate is incidental to the contract and shall be included in the Contractor's bid price. The Contractor shall also perform vegetative management for three years following planting as specified under the section "Three-year Monitoring and Reporting Activities" to assist with meeting the Contractor Performance Criteria. If performance criteria are not achieved, Contractor is responsible to conduct additional activities, which may include supplemental seeding, supplemental planting and additional years of vegetation management to rectify areas at no additional cost to the Owner to achieve performance.

16X12 NORWOOD GAZEBO



FREE STANDING PERGOLA

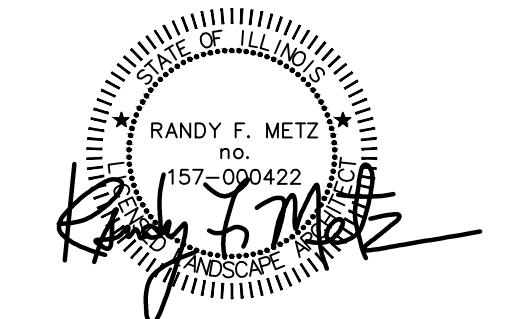
STAINED TO MATCH BUILDINGS

REVISIONS

3. Gazebo Dimensions	6-27-23
2. New Site Plan	5-30-23
1. New Site Plan/Village Review	5-18-23

PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD
BUFFALO GROVE, ILLINOIS

SEAL:



METZ & COMPANY
LANDSCAPE ARCHITECTURE/SITE PLANNING
826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE
PRELIMINARY
LANDSCAPE
PLAN

PROJECT NO.:
23-227

DATE: 4-27-2023
SCALE: 1"=30'

SHEET

L-2.0

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PLANT MATERIAL

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes furnishing of all materials, and the performance of all operation in connection with the planting of deciduous & evergreen trees, deciduous & evergreen shrubs, shrub roses, perennials, ornamental grasses, groundcover, bulbs (if any) and annual flowers (if any) in strict conformance with the project specifications and applicable drawings which are subject to the terms and conditions of the Contract.

1.2 GENERAL REQUIREMENTS

All plant material shall comply with the State of ILLINOIS and FEDERAL laws with respect to inspection for plant diseases and insect infestation. An inspection certificate required by law to this effect shall accompany each shipment. The Landscape Architect reserves the right to inspect the plant material at the place of growth but such inspection shall not preclude the right of rejection at the site.

1.3 APPLICABLE STANDARDS

- A. *American National Standards for Tree Care Operations*, ANSI A300, American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
- B. *American Standard for Nursery Stock*, ANSI Z60.1, American Nursery & Landscape Association, 1000 Vermont Avenue NW, Suite 300, Washington, D.C. 20005.
- C. *Hortus Third*, The Staff of the L.J. Bailey Hortorium, 1976, MacMillan Publishing Co., New York.
- D. All standards shall include the latest additions and amendments as of the dated of advertisement for bids.

PART 2 - MATERIALS

2.1 GENERAL

The Landscape Architect reserves the right to tag or inspect plants at the nursery but such inspection shall not preclude the right of rejection at the site. Contractor shall furnish and install all plants as shown on the drawing and in the quantities as actually designated on the drawings. The quantities shown on the plant list are included for convenience purposes only.

2.2 NOMENCLATURE

The names of the plants indicated on the drawings conform generally with those accepted in the nursery trade.

2.3 QUALITY AND SIZE

Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous, and free from insect pests, their eggs or larvae, plant diseases, and injuries. All plants shall be nursery grown under climatic conditions similar to those which exist in the locality of the site for at least two (2) years and equal or exceed the measurements specified in the plant list. They shall be measured before pruning with branches in formal position. All necessary pruning shall be performed only at the time of planting. Trees will not be accepted which have their leaders cut or which have their leaders damaged so that cutting is necessary. Plants larger in size than specified may be used with the approval of the Landscape Architect but the use of larger plants will make no change in the contract price. Requirements for the measurement, branching, quality, bailing, and burrlapping of plants on the plant list shall follow the Code of Standards (Z60.1-most current edition) by the AMERICAN NURSERY & LANDSCAPE ASSOCIATION, formerly known as the AMERICAN ASSOCIATION OF NURSERYMEN, INC. All plant material with shriveled dry roots or which does not comply with the specifications will be rejected. All shrubs shall be at least twice transplanted and must have a fully developed fibrous root system typical of the stated species. All shrubs must be freshly dug immediately before shipping unless they are containerized. Pre-dug, healed-in plants may be considered only in special cases involving planting during the hot months between the spring and fall planting seasons. Use of such material will be allowed only upon the approval of the Landscape Architect and is subject to his said approval.

2.4 DELIVERIES

The Contractor shall take all precautions that are demanded by good trade practice to insure arrival of the plant material at the stated delivery point in good condition and without injury of any nature. Plants shall be covered properly to prevent drying, transit disease, or injury.

2.5 TEMPORARY STORAGE

Insofar as it is possible, plant material shall be planted on the day of delivery. In the event this is not possible, the Contractor shall protect the unplanted stock from sun and drying winds at all times. All balled and burrlapped plants shall be shaded from the sun, have their ball set off the ground and healed in with sawdust, peat, soil or other moisture-holding material and shall be kept moist. Plants should not remain unplanted for longer than three (3) days if in leaf. On-site storage shall be only in area(s) designated by the Owner.

2.6 SUBSTITUTIONS

Substitutions may be permitted only upon submission of written proof that the specified plant is not obtainable locally. Such substitution may be made only upon authorization by the Landscape Architect.

2.7 SELECTION

All plants shall be obtained from nurseries licensed by the State of Illinois and approved by the Landscape Architect. The Landscape Architect reserves the right to accompany the Contractor to the nurseries for the purpose of selecting (tagging) material. Plant sources located outside the State of Illinois must be approved by the Landscape Architect.

2.8 TOPSOIL

Topsoil for needed shall be imported. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:

- A. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
- B. pH: No lower than 5.0 nor higher than 8.0.
- C. TEXTURE: No more than 25 percent clay.
- D. SOLUBLE SALT: No more than 1000 ppm.
- E. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.9 MULCH

Mulch shall consist of the following:

A. MUSHROOM COMPOST

Mushroom compost shall be composed of well-rotted cattle or stable manure with an admixture of 15-30% topsoil and shall have been used for the commercial growing of at least one (1) crop of mushrooms.

B. SHREDDED HARDWOOD BARK (general mulching)

Shredded hardwood bark shall consist of finely shredded hardwood bark, free of sticks and leaves.

2.10 FERTILIZER & NUTRIENTS

Fertilizer shall be commercial fertilizer which shall be a complete fertilizer with the following approximate analysis:

- A. Shrubs
- Woodace (14-3-3) slow-release briquettes or acceptable equivalent approved by Landscape Architect.
- B. Roses
1. Woodace (14-3-3) slow-release briquettes
2. Superthrive liquid or acceptable equivalent approved by Landscape Architect.
- C. Perennials, Groundcover, Ornamental Grasses & Vines
- Osmocote (18-6-12) 8-month controlled release, or acceptable equivalent approved by the Landscape Architect.
- D. Annual Flowers
- Osmocote (14-14-14) 3-4 month controlled release or acceptable equivalent approved by the Landscape Architect.
- E. Bulbs
- Holland Bulb Booster (8-9-6) or acceptable equivalent approved by the Landscape Architect.
- F. Deciduous & Evergreen Trees
- No fertilizer required

2.11 TREE WRAPPING MATERIAL

- A. Wrap shall be - Breathable synthetic fabric tree wrap. White in color, delivered in 75 mm (3 in.) wide rolls. Specifically manufactured for tree wrapping. Tree wrap shall be "Breathable Fabric Tree Wrap" as manufactured by the Dewitt Company, Inc., Sikeston, MO, or approved equal. Submit manufacture literature for approval.
- B. Tags for securing the wrap shall be bio-degradable tape suitable for nursery use and which is expected to degrade in sunlight in less than two (2) years after installation.

2.12 WATER

Possible water shall be supplied by the Owner at no cost to the Contractor by way of an irrigation system, quick coupler system, hose bibs, hydrant meter or a designated fill-up source on site.

PART 3 - EXECUTION

Planting operations shall be conducted under favorable weather conditions during the season stated in the Contract. Before excavations are made the surrounding turf (if existing) shall be covered in a manner that will satisfactorily protect all turf areas that are to be trucked or hauled over and upon which soil is to be temporarily stocked. The Contractor shall be responsible for the restoration of all damaged existing turf. All restoration shall be sodded.

3.1 TIME SCHEDULE OF PLANTING OPERATION

Landscaping shall be performed during the season or seasons which are normal for such work as determined by weather conditions and by accepted practice. Planting may be performed under unreasonable conditions without additional compensation, but such work must have the prior approval of the Landscape Architect and/or Owner in writing as to the time of work and methods of operations. Approval to plant under such conditions shall in no way relieve the Contractor from the guarantee provisions of these specifications.

PLANTING SEASON ACCEPTABLE TIME PERIOD

1. SPRING a. From time soil is workable to June 15 with the following exception:

- 1) Bare root materials (if any) shall cease on May 31

2. FALL a. Sept. 1 to Nov. 15 with following exceptions:

- 1) Evergreen Shrub planting to cease Oct. 31
- 2) Evergreen Tree planting to cease Oct. 15
- 3) Perennial & Ornamental Grass planting to cease Oct. 15

1. PACKING AND MARKETING

All seeds shall be delivered in suitable bags in accordance with standard commercial practice. Each bag shall be tagged or labeled as required by the law of the STATE OF ILLINOIS. The vendor's name shall show on or be attached to each bag together with a statement signed by the vendor showing: a) the kind of seed contained; b) the percentage of purity and germination; c) the percentage of hard seed, if any; d) a statement conforming to the laws of the STATE OF ILLINOIS heretofore mentioned showing percentage of weed seeds, if any. Seed which has become wet, moldy, or otherwise damaged will be rejected.

2.4 EROSION CONTROL BLANKET

1. STRAW BLANKET (if specified)
- a. S-75 Straw Blanket (North American Green)
- b. AEC Premier Straw Blanket (American Excelsior Company) or equivalent

2. STRAW/COCONUT BLANKET (if specified)
- a. SC-150 Straw/Coconut Blanket (North American Green)
- b. AEC Premier Straw/Coconut Blanket (American Excelsior Company) or equivalent

2.5 HYDROMULCH (if specified)

SoilCover Hydraulic Wood Mulch by Profile distributed by ERO-TEX (866)437-6839

2.6 SOD (if specified)

Sod shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation. It shall be fresh cut, live, nursery grown sod, not less than one and one half (1 1/2) inches thick having well-matted roots. The root zone shall be of good, fertile, natural mineral soil free from stones and debris. Peat sod will not be acceptable. The turf shall contain no bent or quack grass nor any other noxious weed growth. It shall be of firm tough texture having a compact growth of grass. The sod sections shall be standard in size (24 inches wide x 3 feet in length) and each section shall be strong enough to support its own weight and retain its size and shape when suspended vertically from a firm grasp on the upper ten (10%) percent of the section.

Before being cut and lifted, the sod shall have been mowed at least twice with a lawn mower and the final mowing not more than seven days before the sod is cut. Sod which is not placed within 48 hours of cutting shall not be used without the approval of the Owner and/or Landscape Architect.

The Owner and/or Landscape Architect, reserves the right to inspect the sod at the source before cutting and areas that fail to meet with his approval shall not be cut for the purpose of supplying material under the contract. The Owner and/or Landscape Architect shall be permitted to take such samples as he may select. All sod shall be fresh and green when placed. Any sod that is dried out, burned, inferior in quality to said samples, or in any way failing to meet the requirements of these specifications will be rejected and the Contractor shall immediately remove such rejected material from the premises of the project and supply suitable material in its place.

1. BLUEGRASS SOD shall be a blend of at least three (3) cultivars of Kentucky bluegrass grown on a mineral base.

2. SALT SOD (if specified) shall be a blend of Kentucky Bluegrass, "Fults" Alkali Grass (Puccinellia Distans), Perennial Ryegrass and other types as approved by the Landscape Architect grown on a mineral base.

2.7 WATER

The Owner shall provide at no cost, sufficient water for the Contractor to maintain plant materials and seeded and sodded areas in accordance with the requirements of the applicable technical specifications. Potable water shall be supplied by the Owner by way of a permanent underground irrigation system, quick coupler system, hose bibs, fire hydrants or a designated fill-up source for mobile tanks. When water is provided by way of fire hydrants, it shall be the Contractor's responsibility to be completely familiar with all local ordinances concerning the use of this water supply. If a meter is required, it is the Contractor's responsibility to obtain, store and return the meter. All fees incurred by the Contractor in obtaining the meter and utilizing the water supply will be reimbursed to him by the Owner.

In the event that the on-site water supply is curtailed or terminated by the Owner or by ordinance during the period the Contract is in effect, or that there is no on-site sources of water, the Contractor shall supply water from off-site in sufficient quantities to complete the job. Compensation for this additional item will be in accordance with a solicited price quote. If authorization to supply off-site water is not given to the Contractor by the Owner, when the Owner is unable to supply the water in sufficient quantities, the Contractor shall not be less responsible for damage to new plantings (plant materials & sod) or failure of seed to germinate and grow caused a direct result of an inadequate water supply.

PART 3 - EXECUTION

3.1 SEED - The accepted seasons for sowing seed in lawn areas shall be defined as follows:

PLANTING SEASONS	SPRING	FALL
Turf grass	April 1 * to May 31	Aug. 15 to Sept. 30
* or as soon as the soil is free of frost and in a workable condition.		

Seeding during other time periods shall require the approval of the Owner and/or Landscape Architect. All sowing of seed shall be completed after all trees and shrubs have been installed, if any.

3.2 SOD - The accepted seasons for laying sod shall be as follows:

1. SPRING SODDING shall be performed from the time the soil becomes workable and unfrozen sod becomes available to June 15.
2. FALL SODDING shall be performed from August 15 to October 31.

Sodding during the summer season, defined as June 16 to August 14, will be acceptable if the area is served by an operational irrigation system. Sodding after November 1 shall be considered unseasonable and will require the approval of the Landscape Architect or Owner.

3.3 REQUIRED MAINTENANCE

The Contractor shall be responsible for maintaining all newly seeded and sodded areas until such a time as these areas are granted acceptance by the Owner and/or Landscape Architect. Maintenance during this time period shall consist of watering, mowing, fertilization and herbicide application, as well as any other horticultural practices necessary to establish an acceptable stand of grass.

A. WATERING

1. The Contractor shall water all newly seeded areas once immediately upon completion. Additional watering shall be performed as needed in the absence of adequate rainfall. All water should be applied as a spray or dispersion to prevent run-off or damage. The Contractor shall be responsible for watering until turf is established and accepted. If the Owner supplies an in-ground irrigation system, the Contractor shall be responsible for monitoring the effectiveness of the system and shall report any problems with the system to the Owner immediately, followed up in writing. If the Owner does not provide an irrigation system, then additional watering shall be performed in accordance with the Supplemental Bids where alternate watering prices shall be quoted. If this work item is not included as part of the original Contract, it must be authorized. Compensation shall be in accordance with the Supplemental Bid Prices. If the Owner fails to supply water or authorize supplemental watering the Contractor's warranty for providing an established stand of turf will be voided.

B. MOWING

1. The Contractor shall mow all seeded areas three (3) times. The three (3) mowings shall be performed once the turf has reached a height of three inches (3") and shall maintain the turf at 2-2 1/2". At no time should more than 1/3 of the leaf blade be removed by any mowing.
2. The Contractor shall mow all sodded areas once. The one (1) mowing shall be performed once the turf has reached a height of three inches (3"). At no time should more than 1/3 of the leaf blade be removed by any mowing.

C. FERTILIZATION

1. Seeded areas after completion of the second required mowing, the Contractor shall apply an 18-5-9 commercial fertilizer at the rate of 15 pounds per 1,000 square feet (650 lbs/ac.) to all turf areas using a mechanical spreader and by making two (2) passes at right angles to each other.
2. Sodded area after completion of the required mowing, the Contractor shall apply an 18-5-9 commercial fertilizer at the rate of 15 pounds per 1,000 square feet (650 lbs/ac.) to all turf areas using a mechanical spreader and by making two passes at right angles to each other.
- D. HERBICIDE
- The Contractor shall be responsible for one (1) application of a weed control product no sooner than the second mowing with the areas seeded. The product shall reflect the specific weed problem which may exist.

3.4 ACCEPTANCE

Acceptance of seeded areas will be determined by the Owner and/or Landscape Architect. Acceptance shall be granted upon conformance with the following:

1. Grass shall display a reasonably uniform distribution of grass plants.
2. Grass shall display vigorous growth and be green and healthy in appearance.
3. Grass shall have received the required mowings, fertilization and herbicide application.

The Contractor shall not be held liable for damage incurred to the seed areas caused by deicing compounds, toxic substances, fertilizers, pesticides and other materials not specified or not applied by him or under his supervision, nor those damages caused by vandalism or acts of nature.

3.5 GUARANTEE

The Contractor shall guarantee the provision of a green, healthy relatively weed free turf at the time of acceptance.

3.2 WATERING

All plants shall receive a thorough watering immediately after installation. During times of extreme heat, all evergreen and deciduous trees shall receive a minimum of 10 gallons of water per tree per watering up to two (2) additional waterings shall be performed as needed. The use of drip irrigation tree bags are encouraged (e.g., gatorbags). All additional waterings will be performed by the Owner or in accordance with a Change Order per the Supplemental Bid prices for additional watering.

3.3 MAINTENANCE

Maintenance shall be performed by the Contractor as follows:

A. TEMPORARY MAINTENANCE

The Contractor shall be responsible for the total maintenance of all plant material until such a date as all landscape operations have received Preliminary Acceptance. Temporary maintenance shall begin immediately after each plant is installed and shall include up to three (3) waterings, and all necessary cultivation, weeding, pruning, disease and insect pest control, protective spraying, resetting of plants to proper grades or upright position, restoration of damaged planting saucers, and any other procedure consistent with good horticultural practice necessary to insure normal, vigorous, and healthy growth of all work under this Contract. Upon the Preliminary Acceptance of all planted areas, the responsibility for plant maintenance rests solely with the Owner, with the following exceptions.

B. CONTINUED MAINTENANCE

For the duration of the guarantee period the Contractor shall be responsible for the resetting of settled plants, the straightening of plants which are not plumb and the tightening of tree guys (if utilized). All other maintenance is the responsibility of the Owner. However, it is the Contractor's responsibility to occasionally inspect the quality of the Owner's maintenance.

3.4 ACCEPTANCE

A. PRELIMINARY PLANTING ACCEPTANCE

Preliminary planting acceptance shall be given for completed planting operations for the purpose of the Contractor becoming eligible for payment for this portion of the Contract work. In order to obtain Preliminary Acceptance, the Contractor shall notify the Owner and/or Owner's Representative by phone or in writing at the conclusion of all planting operations so that preliminary acceptability by way of a field inspection can be performed. In order for an area to be accepted on a preliminary basis, it shall conform to the following:

1. All plant material shall be in conformance with the Drawings with respect to quality, size, species and location, except those items accepted or revised in the field by the Landscape Architect.
2. All plant material shall be in a healthy condition, as defined under the guarantee requirements stated below in Section 3.14.

B. FINAL PLANTING ACCEPTANCE

Final planting acceptance shall be granted after the completion of all replacement operations required fulfilling the guarantee stated below. On or about the expiration of the one-year (1 year) guarantee, a follow-up inspection will be made by the Owners and/or Owner's Representative to determine replacements required to be made by the Contractor in accordance with the provisions of these specifications. The inspector will document higher findings in a field report. Upon completion of the replacement program, the Owner and/or Owner's Representative shall conduct an inspection to determine the acceptability of the required replacements. If it is found to be acceptable as defined by Item A above, the Contractor and the General Contractor shall be notified in writing of his final acceptance of work.

3.5 GUARANTEE

The Contractor shall guarantee for a period of one (1) year the replacement of any permanent plant which has died, or is in a dying condition, or which has failed to flourish in such a manner that its usefulness or appearance has been impaired. Any tree with a dead main leader or with a crown which is twenty-five percent (25%) or more dead shall be replaced. These guarantees shall be in accordance with the following:

A. ONE YEAR PERIOD

The one (1) year period shall begin on the date of Preliminary Acceptance of all plant material.

B. REPLACEMENTS & DAMAGES

The decisions of the Owner and/or Owner's Representative for required replacements shall be conclusive and binding upon the Contractor. The Contractor shall also be responsible for repairing damage to persons and property also caused by defective workmanship and materials.

C. EXCLUSIONS

The Contractor shall not be liable for the replacement of plants which were damaged by animals, by deicing compounds, fertilizers, pesticides or other materials not specified by the Contract documents or not applied by him under his supervision, by relocating or removal by others, by Acts of God, by vandalism or by terrorism.

D. GUARANTEE PERIOD INSPECTION

During the guarantee period, the Contractor shall, from time to time, inspect the watering, cultivation, and other maintenance operations carried on by the Owner with respect to such work, and promptly report to the Owner any methods, practices or operations which he considers unsatisfactory, and not in accord with his interests or good horticultural practices. The failure of the Contractor to so inspect or report shall be construed as an acceptance by him of the Owner's maintenance operations, and he shall not thereafter claim or assert that any defects which may later develop are the result of such methods or practices or operations.

TURF GRASS

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes finish grading, furnishing fertilizer, seed and/or sod as specified and performance of all operations in connection with seeding and/or sodding in strict accordance with the applicable Drawings and subject to the terms and conditions of the Contract.

1.2 EQUIPMENT

The Contractor shall provide and maintain equipment suitable for the execution and completion of the work specified in accordance with (IDOT) Standard Specifications. All equipment shall be operated by personnel trained in the operation of such equipment.

PART 2 - PRODUCTS

2.1 TOPSOIL

Topsoil for planting operations shall be obtained from an on-site stockpile generated from site stripping. In the event that none is available, needed topsoil shall be imported from an off-site source. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:

1. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
2. pH: No lower than 5.0 nor higher than 8.0.
3. TEXTURE: No more than 25 percent clay.
4. SOLUBLE SALT: No more than 1000 ppm.
5. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.2 COMMERCIAL FERTILIZER AND DELIVERY

Fertilizer shall be delivered to the site in unopened, original containers, each bearing name and address of the manufacturer, name brand, or trademark, and manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it unsuitable to use, will not be accepted. Fertilizer shall not have been exposed to weather prior to delivery on the site and after delivery until used. It shall be completely protected at all times and shall not be stored in direct contact with the ground.

A. FERTILIZER STRENGTH

The fertilizer shall be a complete fertilizer containing a minimum basis percentage by weight of the following:

1. PRIOR TO SEEDING AND/OR SODDING 6-24-24
- Nitrogen..... 6%
- Phosphorous..... 24%
- Potash..... 24%

2. AFTER SEEDING AND/OR SODDING 18-5-9
- Nitrogen..... 18%
- Phosphorous..... 5%
- Potash..... 9%

- a) One-quarter of the nitrogen shall be in the form of nitrates, one-quarter in the form of ammonia salts, and one-half in the form of organic nitrogen.
- b) Available phosphoric acid shall be derived from super-phosphate having a minimum guaranteed analysis of 20% of available phosphate.
- c) The potash shall be in the form of sulphate of potash.

2.3 GRASS SEED (if specified)

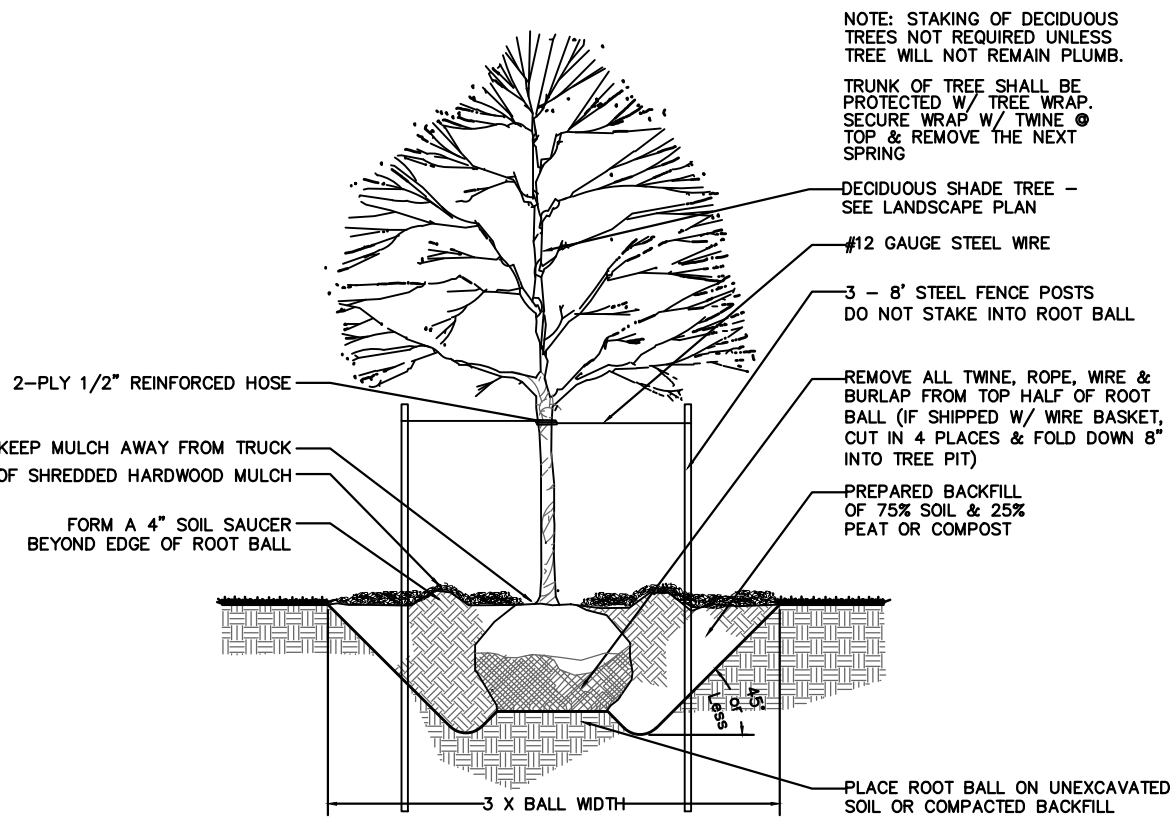
Grass seed shall be reclaimed seed of the previous season's seed crops. All seed shall meet requirements established by the State and Federal Seed and Weed Controls Laws. The grass seed mixture shall be composed of the following grass seeds mixed in proportions by weight and shall meet or exceed the minimum percentages of purity and germination as indicated.

PROPORTION BY WEIGHT TYPE OF GRASS

1. CONVENTIONAL TURF GRASS MIX (if specified)
- 60%..... KENTUCKY BLUEGRASS (blend of 3 cultivars)
- 30%..... PERENNIAL RYEGRASS (blend of 2 cultivars)
- 10%..... CREEPING RED FESCUE
- (Apply at 7 lbs./1,000 S.F. for mechanical seeding)

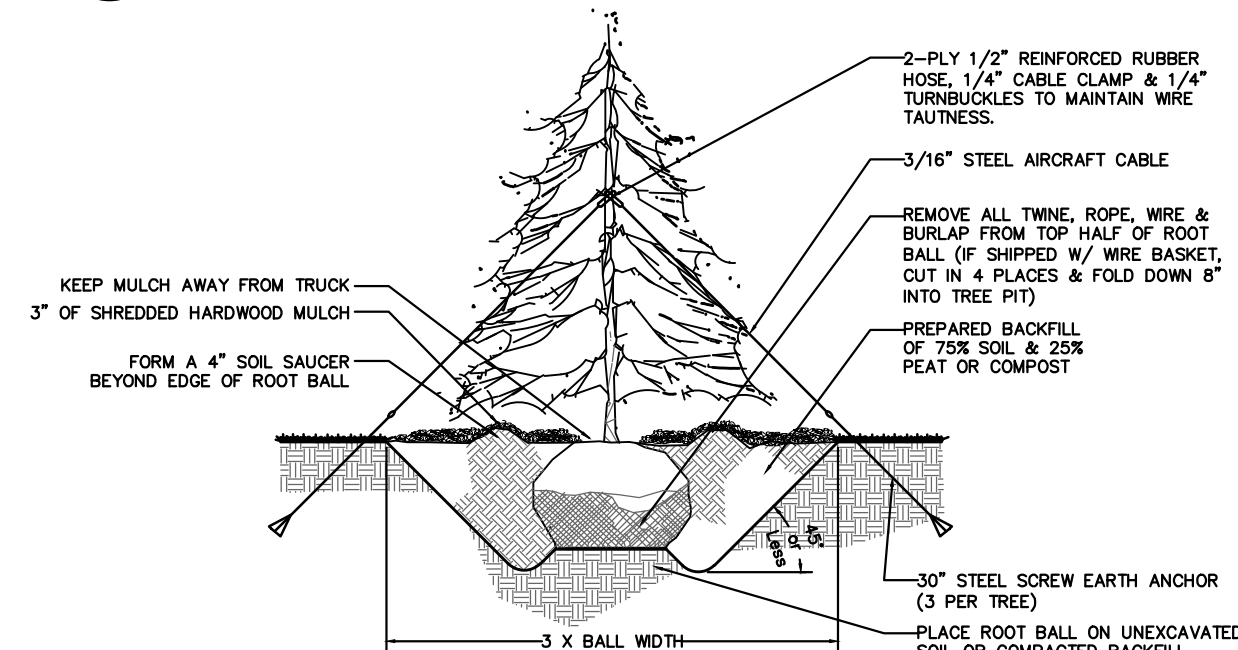
2. SALT TOLERANT MIX (if specified)
- 40%..... FULTS' ALKALI GRASS (PUCCINELLIA DISTANS)
- 30%..... CREEPING RED FESCUE
- 20%..... KENTUCKY BLUEGRASS
- 10%..... PERENNIAL RYEGRASS
- (Apply at 5 lbs./1,000 S.F. for mechanical seeding)

The percentage of hard seed included as a part of the germination percentage of any lot of seed, shall not exceed twenty. Kentucky bluegrass seed shall weigh a minimum of 28 pounds to the nearest measured bushel. Weed seed content shall not exceed 0.23%.



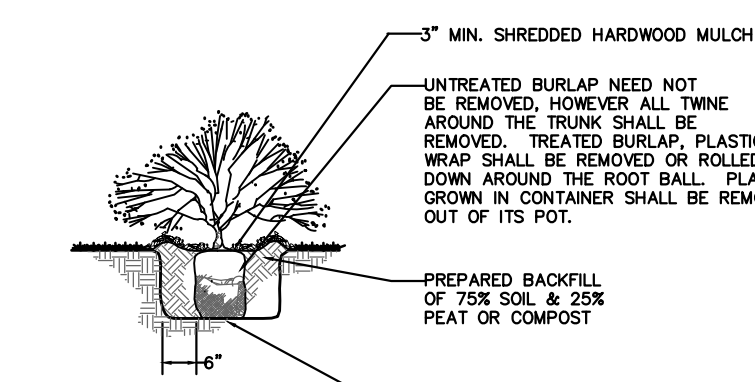
DECIDUOUS TREE

n.t.s.



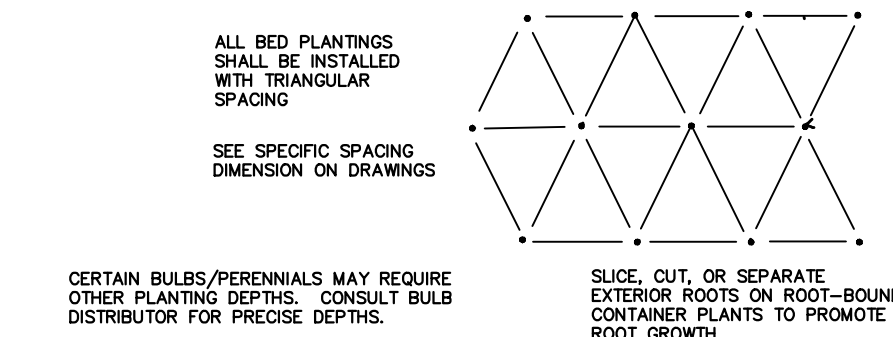
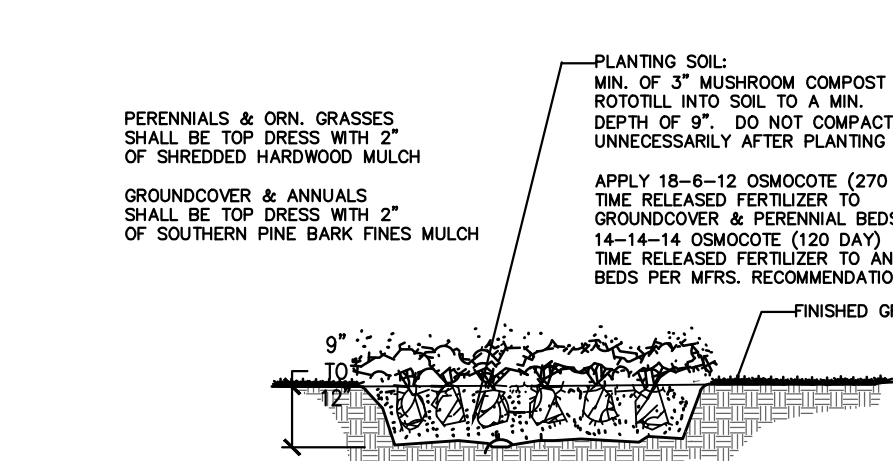
EVERGREEN TREE

n.t.s.

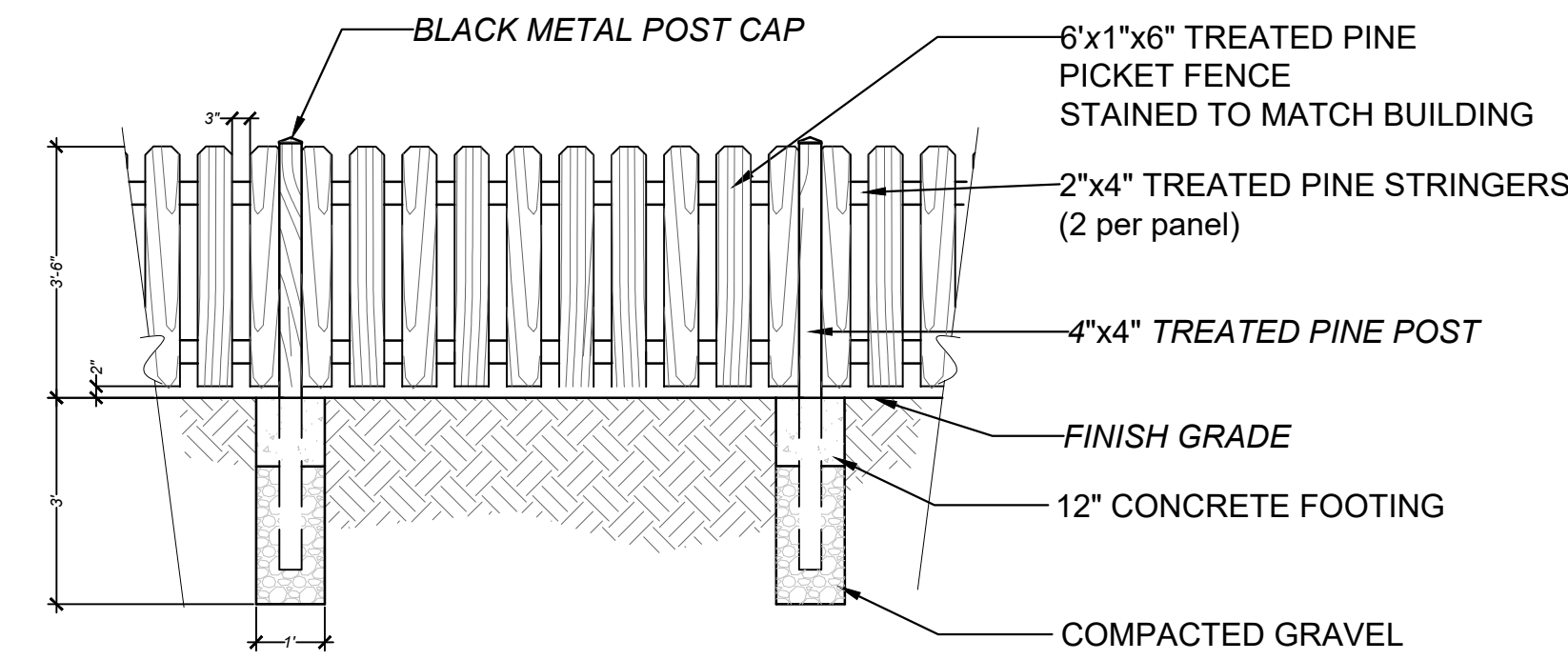


SHRUBS

n.t.s.



BED PLANTING DETAIL (PERENNIALS, ORNAMENTAL GRASSES n.t.s., VINES, GROUNDCOVER & ANNUALS)



42" WOODEN DOG RUN FENCE (or equal)

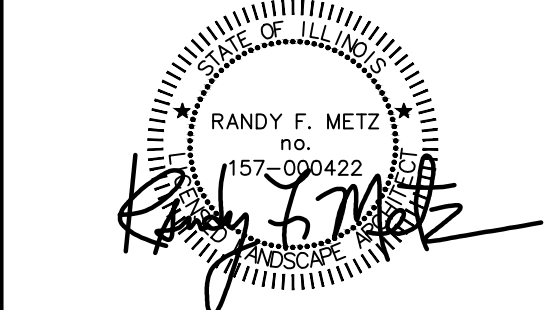
3/8" = 1'-0"

REVISIONS

3. Gazebo Dimensions	6-27-23	
2. New Site Plan	5-30-23	
1. New Site Plan/Village Review	5-18-23	

PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD
BUFFALO GROVE, ILLINOIS

SEAL:



826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE



Attachment: Exhibit F - Renderings (Public Hearing- Annexation Agreement for the Property at 22771 &



Attachment: Exhibit F - Renderings (Public Hearing- Annexation Agreement for the Property at 22771 &

Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this ____ day of _____, 20__ by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "Village"), and Developer's Name, (hereinafter called "Developer").

WITNESSETH:

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

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

NOW, THEREFORE, it is mutually agreed as follows:

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

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the improvement described in Exhibit "B" hereto. No later than three (3) business days following the execution of this Agreement and prior to the issuance of Village Permits, the Developer shall deposit a Letter of Credit acceptable to and in a form and substance approved by the Village in the original amount of _____ and ___/100 Dollars (\$_____.__), as further described in Paragraph 9 herein (the "Letter of Credit").

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

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

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

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

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

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

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

notwithstanding the fact that all improvements within the Development may not be completed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

referred to herein as the "Term".

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

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

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

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

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Village President

DEVELOPER:

Developer Name
Address Line 1
Address Line 2

By: _____
 Name: _____
 Title: _____

(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

KNOWN AS: _____, **BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 00-00-000-0000

AREA = _____ SQ. FT. OR _____ ACRES

(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT B

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

(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering and Landscaping Plans prepared by: _____

Entitled: _____

Consisting of: ____ sheet(s), last revised _____

(see following pages)

(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

Attachment: Exhibit G Sample DIA (Public Hearing- Annexation Agreement for the Property at 22771 & 22825 Prairie Road)

**VILLAGE OF BUFFALO GROVE
PLANNING & ZONING COMMISSION
STAFF REPORT**



6.A.j

MEETING DATE:	July 19, 2023
SUBJECT PROPERTY:	22771-22825 N. Prairie Road
PETITIONER:	David Schwartz, Bloom Street Partners
PROPERTY OWNERS:	Rainer Burckhardt and The P. Kronenberger Living Trust
PREPARED BY:	Kelly Purvis, Deputy Director of Community Development
REQUEST:	Petition to the Village of Buffalo Grove for a re-zoning to the R-9 Multiple-Family Dwelling District with a Special Use for a residential Planned Unit Development, Final Plat of Subdivision, Preliminary Plan and Zoning Variations.
LAND USE AND ZONING:	The subject property is located in unincorporated Lake County and zoned Estate District. One of the properties is vacant and the other is improved with a single-family home.
COMPREHENSIVE PLAN:	The 2019 Prairie View Station Area Plan calls for the property to be developed with a mixed-use building, attached single-family (primarily), and open space.

BACKGROUND

Bloom Street Partners, LLC is the contract purchaser of the properties located at 22771-22825 N. Prairie Road. The site is an assemblage of two properties, approximately 4.25-acres in area, located at the southeast corner of Prairie Road and Half Day Road. The larger northern parcel is vacant, while the southern parcel is improved with a single-family home. Both properties are zoned Estate District in unincorporated Lake County.

The developer is proposing to construct a 41-unit rental townhome community. The project will require Annexation and approval of an Annexation and Development Agreement, a Special Use for a Residential Planned Unit Development, a Zoning Map Amendment to zone the property R-9 Multi-Family Dwelling District, Final Plat of Subdivision (Consolidation), Preliminary Plan approval and the following Variations from the Zoning Code:



Site Location Map

Attachment: Staff Report - Prairie Point (Public Hearing- Annexation Agreement for the Property at 22771 & 22825 Prairie Road)

1. Section 17.28.050 to allow the distance between the south property line and the townhome buildings to be less than twice the building height when abutting a different kind of use (i.e., single-family next to multi-family);
2. Section 17.28.050 to allow the spacing between front facing buildings to be less than 50 feet (between buildings 2 and 3 and between buildings 4 and 5);
3. Section 17.40.050 to allow a rear yard setback of 34 feet 8 inches for Building 4, in lieu of the 35-foot setback required; and
4. Section 17.32.020 to allow accessory structures (gazebo and deck) to be closer to the front lot line than the principal buildings and beyond the mid-point of the principal structures when located in a side yard.

The Village Board of Trustees reviewed concept plans for the project at a meeting on February 21, 2023. The Board had general questions regarding walkability, market demand, and guest parking, but was supportive of the development and referred the project to the PZC for further review. A summary of the project and the petitioner's requests follow.

PRAIRIE VIEW STATION AREA PLAN

The subject property is part of the *South Subarea* featured in the Prairie View Station Area Plan (PVSAP), which was adopted as an amendment to the Comprehensive Plan in 2019. The Plan itself is a framework, not a specific development or construction plan. In that sense, imagery and plans featured in the Prairie View Plan are meant to provide examples and ideas of how some of the main concepts could be implemented. It is expected that future redevelopment embraces and implements the vision's core principles.

Bloom Street's proposal incorporates many of the main concepts of the plan as further discussed below. The proposed townhome development plan is an assemblage of the northern two properties shown in the Prairie View Plan. A Phase 2 Potential Site Plan illustrating how the additional two lots south of the property could be developed in the future has been included in the plan set.



South Subarea, Prairie View Station Area P

PROPOSED PLAN

Bloom Street Partners is proposing to construct 41 townhome units within 7, 2 ½ - 3-story buildings (6, 6-unit buildings and 1, 5-unit building). It should be noted that much of the site will be approximately 4-5 feet below the elevation of Prairie Road. Therefore, the buildings facing Prairie Road will appear 2 ½ stories from the roadway.



Front and Side Elevations, 3-Story, 6-Unit Building

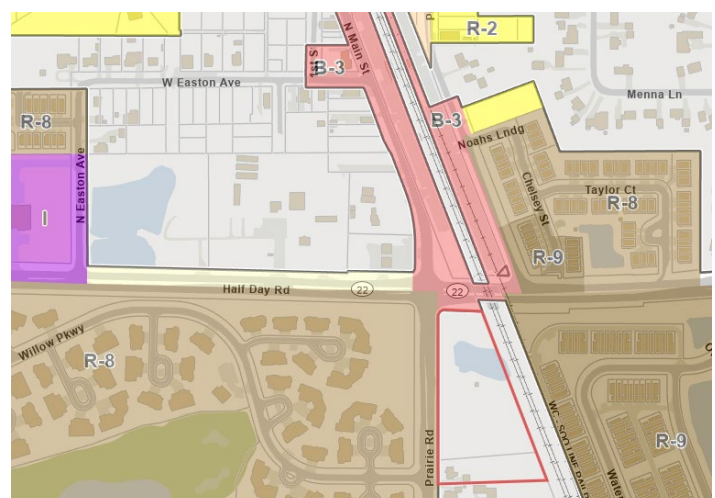
Each unit would be between 1,800-2,000 square feet and would feature 3 bedrooms, a den, 2 ½ bathrooms, and a rear-loaded two-car garage. The townhomes would be luxury rental homes with rents in the range of \$3,500 - \$4,000 per month and would serve young families, empty-nesters looking to downsize, or anyone looking to live in the Prairie View Metra Train Station area. The developer has indicated that “modern farmhouse” will be the architectural style of the development. A combination of Hardie Board siding and panels, with standing seam metal canopies and black framed casement windows are the proposed materials.

On the north side of the property, the developer is proposing a gathering space for the residents that would include a gazebo, landscape feature, and a deck overlooking the detention pond/wetland area. A walking path will also loop around the northern detention pond. On the east side of the property, the developer is proposing a fenced dog run, as an additional amenity for the residents.

PLANNING & ZONING ANALYSIS

Land Use & Density:

Given the proposed density of 9.64 units per acre, the surrounding uses (Commercial to the north, Single-Family Residential to the south, and Multi-Family to the east and west,) as well as the recommendations in the PVSAP, staff feels that R-9 Multiple Family zoning district with a Special Use for a Residential Planned Unit Development would be appropriate for the site. Multi-family housing serves as a transition between lower density residential properties and commercial properties. Other townhome developments in the community such as



Surrounding Zoning District Map

Roseglen, Easton Station, and Prairie Landing are also zoned R-9 and have similar densities of 9.44 , 8.2, and 11.4 units per acre, respectively.

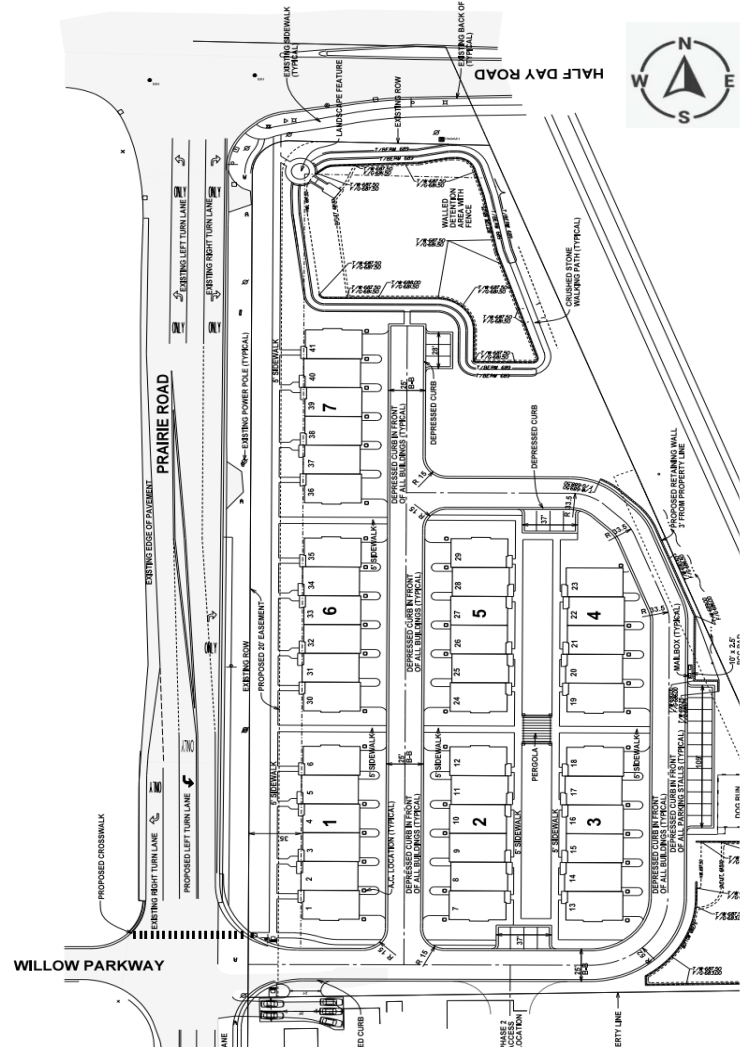
Vehicular and Pedestrian Access:

Vehicular access to the site is proposed via one full access driveway on Prairie Road, which is aligned with Willow Parkway. No new site access is proposed to Half Day Road. The existing driveway serving the single-family residence at 22745 Prairie Road (to the south of the site) will be closed and a new driveway access will be provided within the development site. The site plan shows a “Phase 2 Access Location” which could be constructed in the event that the properties to the south are later developed. Roadways within the development are 25 feet-wide to allow for two-way circulation throughout the site.

Sidewalks will be installed throughout the development and along the east side of Prairie Road, where they will connect to the existing path on Half Day Road. Pedestrian traffic signals and crosswalks are provided on the north, west and south legs of the intersection at Half Day Road and Prairie Road and provide pedestrian connections to the rest station, Stevenson High School and other points. A crosswalk at the intersection of Half Day Road crosses Half Day Road.

Traffic:

The petitioner has provided a Traffic Impact Study, prepared by BLA, Consulting Engineers. The study indicates that the development will have no impact on the levels of service provided at intersections adjacent to the site. The traffic consultant recommended that Prairie Road be restriped and widened to create dedicated left (southbound) and right (northbound) turn lanes into the site. These recommendations have been incorporated into the plans. The report indicates new traffic generated by the development can be accommodated on the adjacent roadways. Village Engineering staff have reviewed the Traffic Impact Study and have no concerns.



Prairie Point Townhomes Site Plan

of the Prairie View Subareas, Prairie View Metra
of interest. There is a signalized intersection with
and Stevenson Drive where students can safely

Parking:

The development will include 187 parking spaces: 82 enclosed spaces within the 2-car garages, 82 spaces in the driveways in front of each garage, and an additional 23 guest parking spaces placed throughout the site. The proposed parking exceeds the minimum Zoning Code requirement of 82 parking stalls (2 per unit). The Fire Department has requested that no parking be permitted along the roadway adjacent to the east property line. This will allow fire trucks to circulate through the site without obstruction, and has been added to the list of conditions, should the Village approve the project.

Landscaping & Open Space:

The petitioner has submitted a robust landscape plan that includes shade, ornamental and evergreen trees as well as evergreen, rose and deciduous shrubs throughout the site. Each townhome unit has foundation landscaping in the front, and between the driveways. Landscaping is also proposed at the base of the freestanding development sign, as required by Code. Native plantings are proposed for the stormwater management areas. The landscaping plan has been reviewed and approved by the Village Forester. Just over half of the site (51.5%) will remain open space, including detention areas, a preserved wetland, and a dog run.

Lighting:

The proposed lighting complies with the Village illumination standards of no more than .5 footcandles at the property line. A combination of pole lights, building fixtures and under canopy lighting will be used to illuminate the property.

Signage:

The petitioner is proposing to install one freestanding development sign at the entrance to the development. The sign is compliant with all code requirements and will be landscaped around the base.



Freestanding Sign Proposed at Entrance

Engineering & Stormwater:

The site does include wetlands, and wetland mitigation will occur through wetland credits purchased for the property by a previous entity and onsite remediation. Lake County and the Army Corps of Engineers have jurisdiction over the wetlands and will be involved in the permitting process.

Staff will continue to work with the development engineer in reviewing the forthcoming stormwater management report and making minor changes to the site. At this point, the Village Engineers have minimal concerns related to access, stormwater, and utilities as necessary. These minimal concerns will be addressed during the final engineering stage.

Zoning Variations:

The following is a summary of the variations associated with the development request:

1. Variation to Section 17.28.050 to allow the distance between the south property line and the townhome buildings to be less than twice the building height when abutting a different kind of use. The PUD standards require increased spacing between single-family homes and other kinds of uses. In this case, a setback of approximately 75 feet is required from the south property line and the townhome buildings. As depicted on the site plan, the closest building is approximately 54 feet from the property line. Due to the location of the wetland and required site detention, the buildings cannot be shifted further to the north.
2. Variation to Section 17.28.050 to allow the spacing between front facing buildings to be less than 50 feet. The PUD standards require a minimum of 50 feet between front facing buildings. As depicted on the site plan, buildings 2 and 3 and buildings 5 and 6 are front facing buildings with 38 feet between them. Due to the shape of the site, the required building setbacks, and the required street widths, additional space cannot be provided between the buildings.
3. Variation Section 17.40.050 to allow a rear yard setback of 34 feet 8 inches for Building 4, in lieu of the 35-foot setback required. The Zoning Ordinance requires a minimum rear yard setback of 35 feet. Building five, as shown on the site plan, will encroach approximately 4 inches into the required rear yard setback. This variation is largely due to the shape of the property, which tapers inward on the eastern edge as the property line runs north.
4. Variation to Section 17.32.020 to allow accessory structures (gazebo and deck) to be closer to the front lot line than the principal buildings and beyond the mid-point of the principal structures when located in a side yard. The Code requires accessory structures to be placed behind the mid-point of the principal structure when located in a side yard. The gazebo and deck have been placed in their proposed location to make use of the view of the open space, and to provide an anchor/amenity feature on the corner of the site.

DEPARTMENTAL REVIEWS

Village Department	Comments
Engineering	The Village Engineer has reviewed the preliminary engineering plans and does not have any concerns.
Forestry	The Village Forester has reviewed the tree preservation and landscape plans and does not have any concerns.
Building	The Building Division has reviewed the plans and does not have any concerns.
Fire	The Fire Department has reviewed the plans and the truck turn exhibit and does not have any concerns.

IMPLEMENTATION OF THE PRAIRIE VIEW METRA STATION AREA PLAN

The proposed plan implements the following core concepts of the Prairie View Metra Station Area Plan:

- Provides the dense multi-family housing envisioned in the Prairie View Metra Station Area's south subarea
- Offers a housing option that is attractive to the emerging demographics, such as millennials, young families, baby boomers and empty nesters
- Leverages one of the area's greatest assets (Prairie View Train Station) by creating a housing and transportation nexus
- Begins to build a multi-modal road network infrastructure and thereby enhances connectivity and accommodates vehicular, pedestrian, and bicycle traffic
- Anticipates and integrates into future developments (residential, mixed use, and commercial) shown in the Prairie View Metra Station Area Plan
- Utilizes materials and landscaping that is in alignment with the tone established by the area's historical architecture, character, and charm
- Helps transform the Prairie View Metra Station Area into a destination and creates an identity

SURROUNDING PROPERTY OWNERS

Pursuant to Village Code, the surrounding property owners within 250 feet were notified by mail, notice was published in the Daily Herald, and a public hearing sign was posted on the subject property. All notifications were completed within the prescribed timeframe as required. As of the date of this Staff Report, the Village has one (1) call with a general inquiry regarding the project.

The developer held a remote neighborhood meeting via Zoom on Wednesday, May 24, 2023 at 7:00pm. Property owners within 350 feet of the site received notice of the meeting by mail. The developer reviewed the proposed plans and elevations and fielded questions from the neighbors. The neighbors had general questions about the project (widening of Prairie Road, price points, project timeframe), but no objections were verbalized. Nine people were in attendance (including two Village staff members).

STUDENT GENERATION & IMPACT FEES

A Fiscal Impact Analysis (FIA) prepared by The Perman Group, has been included in the developer's project submittal. The analysis indicates that the project will be complete and fully occupied by the end of 2025. It is anticipated that the development will have 98 residents when fully occupied and will yield six K-8th grade students and three high school students and yield a positive fiscal impact for the school. Staff has been in communication with both school districts (District 103 and District 125) as this project has progressed. Both districts were given a copy of the site plan and fiscal impact. At this time, no concerns have been expressed.

STANDARDS

The Planning & Zoning Commission is authorized to make a recommendation to the Village Board on requested Planned Unit Developments based upon the following criteria:

1. That the PUD has the minimum areas as set forth in [Section 17.16.060](#).
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;
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;
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;
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.

Planned Unit Developments are also Special Uses, and therefore must meet the Special Use criteria as follows:

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

The petitioner has provided written responses to both sets of standards, which are included in the attached packet.

The Planning & Zoning Commission is authorized to make a recommendation to the Village Board on requested Zoning Variations based on the following criteria:

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;
2. The plight of the owner is due to unique circumstances;
3. The proposed variation will not alter the essential character of the neighborhood.

The petitioner has provided written responses to each of the standards, which are included in the attached packet.

STAFF RECOMMENDATION

Staff recommends **approval** of the requested Special Use for a Residential Planned Unit Development, the Zoning Map Amendment to zone the property R-9 Multi-Family Dwelling District, the Final Plat of Subdivision (Consolidation), the Preliminary Plan, and the above noted Zoning Variations, subject to the conditions in the suggested PZC Motion below.

ACTION REQUESTED

The Planning & Zoning Commission (PZC) shall open the public hearing and take public testimony concerning the requests for approval of the Special Use for a Residential Planned Unit Development, the Zoning Map Amendment to zone the property R-9 Multi-Family Dwelling District, the Final Plat of Subdivision (Consolidation), the Preliminary Plan, and the above noted Zoning Variations to accommodate the construction of the 41-unit townhome development on the properties located at 22771-22825 N. Prairie Road. The PZC shall make a recommendation to the Village Board concerning the requests. It should be noted, the annexation agreement and annexation of the property are separate matters to be considered by the Village Board.

Suggested PZC Motion:

The PZC recommends approval of the Special Use for a Residential Planned Unit Development, the Zoning Map Amendment to zone the property R-9 Multi-Family Dwelling District, the Final Plat of Subdivision (Consolidation), the Preliminary Plan, and the above noted Zoning Variations, to accommodate the construction of a 41-unit townhome development on the properties located at 22771-22825 N. Prairie Road, subject to the following conditions:

- a. The proposed development of 41 attached single-family units shall conform to the plans and conditions provided in the staff report and in the Planned Development Ordinance.*
- b. Prior to the approval of the final engineering plans, the Developer shall provide approval from the Lake County Stormwater Commission concerning*

the impacts to the existing wetland.

- c. The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.*
- d. The Plat of Subdivision and Annexation Plat shall be submitted in a manner acceptable to the Village Engineer and the Village Attorney.*
- e. Prior to the issuance of building permits for construction of the development, the Developer shall obtain all necessary permits from the IEPA, Lake County Department of Transportation, Lake County Stormwater Management Commission, and the US Army Corps of Engineers*
- f. Signage prohibiting parking on the roadway on the east side of the property shall be installed as required by the Village of Buffalo Grove Fire Department. All associated pavement markings or signage shall be maintained by the property owner.*
- g. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.*
- h. All landscaping shall be maintained in accordance with the approved landscaping plan in perpetuity.*
- i. The proposed development is subject to the storm water utility.*

ATTACHMENTS

- Narrative Description
- Plat of Consolidation
- Architectural Plans
- Color Elevations
- Renderings
- Phase 2: Potential Development Plan
- Preliminary Civil Engineering Plans
- Landscape Plans
- Photometric Plan
- Responses to PUD & Special Use Standards
- Response to Zoning Variation Standards
- Fiscal Impact Analysis
- Traffic Impact Study

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**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, JULY 19, 2023**

Call to Order

The meeting was called to order at 7:30 PM by Commissioner Mitchell Weinstein

Public Hearings/Items For Consideration

1. Consideration of a Petition to the Village of Buffalo Grove for a Re-Zoning to the R-9 Multiple-Family Dwelling District with a Special Use for a Residential Planned Unit Development, Final Plat of Subdivision, Preliminary Plan and Zoning Variations to Allow the Construction of a 41-Unit Townhome Development on the Property Located at 22771-22825 N. Prairie Road. (Trustee Weidenfeld) (Staff Contact: Kelly Purvis)
Purvis, Deputy Community Development Director, provided a background on the subject property.

Freedman, attorney for the petitioner, reviewed the variations they are seeking for the subject property.

Schwartz, President of Bloom Street Partners, reviewed the process they began with staff and spoke to the collaborative nature of the project.

Michel, Traffic Engineer for petitioner, reviewed the traffic study for the project.

Com. Worlikar asked Michel if a crosswalk by the train was going to be part of the access plan for the development.

Michel said there would be no crosswalk because the track location and signals for the train cause a safety issue.

Com. Worlikar asked if sound was a concern from the train.

Schwartz addressed the sound concerns. He noted that the developers did not believe there was an issue and referenced the townhome development on the other side of the tracks.

Com. Worlikar asked the petitioners about the impact the development would have on the schools.

Perman, from the Perman Group, talked about the analysis completed to estimate the impact to the schools. He noted that the impact would be minimal.

Com. Richards asked about water flow and water management.

Schwartz spoke to the trap that is currently there and their plans for the site.

Com. Spunt asked about EV options for residents.

Schwartz said there will be one charger per dwelling.

Com. Spunt asked about solar panels.

Schwartz said they have thought about it, but they are not there yet.

Com. Au asked staff what kind of families are moving into row homes. Additionally, Com. Au asked staff what the difference was between the estimated student impact to the actual student impact from the Didier Farms development.

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Purvis, said she did not have those numbers, but could investigate it.

Com. Moodhe asked what the setback is from the road.

Purvis said 35 feet from the property line.

Com. Moodhe asked if they have worked with the Army Corps of Engineers.

Schwartz said no, not yet.

Com. Moodhe spoke about the physical location of the proposed pergola and asked if there was any consideration to move it to the south end of the site.

Schwartz said that side is low and reserved for surface detention. He noted that the pergola is meant to be an aesthetic piece to anchor the corner.

Com. Moodhe asked what they heard during the zoom meeting they held with residents regarding their planned development.

Schwartz provided Com. Moodhe an overview of the zoom meeting and indicated that residents did not voice any objections to the project.

Com. Moodhe asked for additional clarity on the traffic study.

Michel provided additional information regarding the traffic study and the minimal impact the development would have to the area.

Com. Moodhe asked the petitioners about the impact to the schools.

Perman provided clarity on the net increase to the schools.

Com. Moodhe asked what would cause a net decrease to schools.

Perman said more than 5 students, but noted that rental properties are different than ownership and typically yield less school aged children.

Com. Moodhe said he believes that rentals are ideal for Stevensen High School.

Com. Moodhe asked how the school buses impact traffic to the site.

Michel said that school buses are counted in daily traffic studies. They would not impact the site.

Com. Moodhe asked if the Village has any control of school bus routes and plans.

Johnson, Village Engineer, said there has never been any approval process by the Village for school routes, but that the Village can make suggestions.

Com. Moodhe asked for clarification on the crosswalk near the railroad crossing.

Michel said that the area is not ideal for a crosswalk and talked at length about the technical reasons why it would never be approved by IDOT.

Schwartz said he walked the site and explained his experience.

Schwartz also spoke to a similar development and the impact outcome to the area schools.

Com. Moodhe asked if the development was in Highland Park.

Schwartz said it is right next to the school in Highland Park.

Purvis provided the Commission with student numbers from the Didier Farms development. Com. Au thanked Purvis for the numbers.

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Com. Au expressed her concern about the lack of a crosswalk by the train station noting the number of students that park there to walk to school.

Purvis said there is a sidewalk on the south side of Half Day Road and a controled crosswalk students can safely cross near Stevensen High School.

Johnson said IDOT would be in charge of permitting a crosswalk and believes IDOT would not approve a crosswalk due to the proximity to the train.

Michel provided additional clarification on the crosswalk and the distance of the interaction.

Com. Worlikar asked staff if the Link Crossings development was fully occupied.

Purvis said it is not fully occupied as construction is on going.

Com. Worlikar asked if we have any data on other rentals.

Purvis said they do not have that data at this time.

Chairperson Weinstein asked if the traffic study was completed on a school day. Michel said it was done on a school day.

Chairperson Weinstein asked if it would have impact to traffic.

Michel said it adds two seconds to traffic queues, which is negligible.

Chairperson Weinstein asked about the south end of the property and the ordinances regarding the type of development on the site.

Purvis provided clarity on the subject property and the dynamics of the site.

Chairperson Weinstein asked the petitioners if it would be viable project if they reduced the number of units.

Freedman said the loss of units would be a significant impact.

Com. Spunt asked if they would ever change the property from rental to owned.

Schwartz said they could if the market called for it.

Com. Moodhe asked about the proposed wall on the east side of the development.

Schwartz talked about the retaining wall.

Com. Moodhe asked how the site drains.

Schwartz indicated that the property drains to the basin under the train tracks.

Com. Au asked staff if the property to the south was zoned different.

Purvis said they are zoned single family.

Com. Worlikar asked if the entrance to the site will be right in right out only.

Michel said it is full access on Prairie Road.

Com. Worlikar asked if the entrance will have a stop light.

Michel responded no, it will be stop sign controlled spoke to the left turn at willow parkway.

Chairperson Weinstein entered the Village staff report as exhibit one.

Heusinger, Buffalo Grove resident at 22723 prairie road, expressed her concerns about the traffic the development will bring to the area.

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The public hearing closed at 8:40 PM.

Com. Richards made a motion.

Com. Au expressed her concerns on the impact the development will have on the schools and the financial impact it will have on the residents. She expressed wanting further analysis done on the estimated impact.

Brankin, Village Attorney, said they Village can go back to the schools, but the schools have already reviewed the development and have not voiced any concerns.

Com. Au asked if they could amend the motion to require a more in-depth analysis on the impact to the schools.

Brankin said he was unclear how to word the amendment, but noted the development is subject to annexation agreement review and additional vetting at the Board level.

Com. Davis expressed his concerns on the impact to the schools.

Com. Moodhe express his concerns on the reduction in wetland.

Johnson spoke to the stormwater plans for the project. He said the Village is relying on Lake County as they are very familiar with wetland credits; however, the Village is comfortable with the concept approved by Lake County.

Chairperson Weinstein spoke in favor of the proposal.

Com. Richards made a motion to recommend approval of the Special Use for a Residential Planned Unit Development, the Zoning Map Amendment to zone the property R-9 Multi-Family Dwelling District, the Final Plat of Subdivision (Consolidation), the Preliminary Plan, and the above noted Zoning Variations, to accommodate the construction of a 41-unit townhome development on the properties located at 22771-22825 N. Prairie Road, subject to the following conditions:

a. The proposed development of 41 attached single-family units shall conform to the plans and conditions provided in the staff report and in the Planned Development Ordinance.

b. Prior to the approval of the final engineering plans, the Developer shall provide approval from the Lake County Stormwater Commission concerning the impacts to the existing wetland.

c. The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.

d. The Plat of Subdivision and Annexation Plat shall be submitted in a manner acceptable to the Village Engineer and the Village Attorney.

e. Prior to the issuance of building permits for construction of the development, the Developer shall obtain all necessary permits from the IEPA, Lake County Department of Transportation, Lake County Stormwater Management Commission, and the US Army Corps of Engineers

f. Signage prohibiting parking on the roadway on the east side of the property shall be installed as required by the Village of Buffalo Grove Fire Department. All associated pavement markings or signage shall be maintained by the property owner.

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g. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.

h. All landscaping shall be maintained in accordance with the approved landscaping plan in perpetuity.

i. The proposed development is subject to the storm water utility.

Com. Worlikar expressed his concerns over the crosswalk and the impact to the schools. He asked if they could get a letter from the school district with their approval of the development.

Brankin said the Village can't force the school to draft a letter but can ask and amend the motion to include it as a condition.

Chairperson Weinstein reviewed the amendment to the motion.

Com. Richards said he feels personally satisfied with the plan and staff's review.

Com. Au asked staff what reports were provided to the school.

Purvis said they saw the same report that was included in the packet for tonight's meeting.

Com. Richards said he would not be in favor of amending the motion.

Com. Moodhe said the Commissioners' concerns have been noted in the minutes on the record.

RESULT:	RECOMMENDATION TO APPROVE [6 TO 1]
	Next: 8/21/2023 7:30 PM
AYES:	Moodhe, Spunt, Weinstein, Richards, Worlikar, Davis
NAYS:	Amy Au
ABSENT:	Zill Khan, Sujat Saxena

2. Consideration of a Petition to the Village of Buffalo Grove for Approval of an Amendment to Ordinance No. 2021-067, an Amendment to the Planned Unit Development and the Preliminary Plan, with Approval of a Self-Storage Use, to Allow the Construction of a 112,268 Square Foot Self-Storage Facility on the Property at 105 Lexington Drive. (Trustee Stein) (Staff Contact: Kelly Purvis)

Purvis provided background on the subject property.

Budgell, architect for the project, summarized the project for the self-storage facility.

Com. Au asked about emergency access and if there is a phone number for people who might need to access it when they are closed.

Budgell said they must wait until the next day unless they arranged ahead of time.

Com. Au asked if the operation is like other self-storage facilities.

Lapetina, owner, and developer for the project, said they all operate the same. They also have security on site and cameras.

Budgell said the area will also be well lit.

Com. Richards asked the petitioners what the view of the building will be from Lake Cook Rd.

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Lapetina spoke to the view and said they would see the top part of the sign on the building.

Com. Moodhe asked how tall Ricky Rockets is.

Staff said they would look for how tall Ricky Rockets Gas Station is.

Com. Moodhe asked how much room people have maneuver U-Haul trucks.

Budgell said the access is 24 feet. The size of a two-lane road in a neighborhood.

Com. Moodhe asked how tall the doors are for the loading dock.

Budgell provided the dimensions.

Com. Moodhe asked about safety features.

Lapetina spoke to the safety feature for U-Hauls.

Com. Moodhe asked about the hours of operation.

Lapetina spoke to the hours of operation, which will be no later than 8 PM. Security walks the area. No one would be stuck inside or on the property. He also spoke to the emergency exits in the garage and throughout the building.

Com. Au asked if they anticipate selling anything.

Budgell said if there is room in the office, they may but just standard boxes and packing material.

Com. Au asked if they would need a variation to sell.

Purvis explained they would not need any variations as the site is zoned to allow retail sales.

The staff report entered as exhibit one.

Buffalo Grove Resident expressed concern over the lighting and landscaping of the other developments and hopes this one is different.

Budgell spoke to the lighting on the building and spoke to the landscape of the site.

The public hearing closed at 9:30 PM.

Com. Richards made a motion to recommend approval of the amendment to Ordinance No. 2021-067, an amendment to the underlying Planned Unit Development, the Preliminary Plan, and approval of a self-storage use, all to accommodate the construction of a new self-storage facility at 105 Lexington Drive, subject to the following conditions:

- 1. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.*
- 2. The Final Engineering plans shall be submitted 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.*

Motion was seconded by Com. Davis.

Com. Richards spoke in favor of the motion.

07/19/2023

Com. Moodhe spoke in favor of the motion but noted his caution at the number of storage facilities.

Com. Au asked for clarification on the corners of the building.

Purvis said that the lights would be on a timer and not on late at night.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 8/21/2023 7:30 PM
AYES:	Moodhe, Spunt, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan, Sujat Saxena

3. Comprehensive Plan Amendment (Dane Bragg, Trustee Weidenfeld) (Staff Contact: Kelly Purvis)
Purvis provided a background information regarding the proposed Comprehensive Plan amendment and the proposed TIF District on Dundee Road.
Com. Moodhe asked if we need to make this amendment for the Village Board to approve the TIF District.
Purvis said that the amendment helps align the future landuse map with what is proposed for the TIF District by allowing mixed uses.
Com. Moodhe asked if the High School within the TIF could use funds from the TIF.
Purvis said any projects would have to qualify for funds through eligible improvements.
Staff report was entered in as exhibit one.
The public hearing was closed at 9:40 PM.
Com. Richards made a motion to recommend approval of an amendment to Ordinance No. 2009-15, which adopted the "Village Comprehensive Plan Update 2009", for the Dundee Road TIF area to have future land use designation of mixed-use including Commercial, Office, Residential, Civic/Cultural, and public uses as outlined in the Dundee Road TIF District Eligibility Report and Redevelopment Plan and Project.
Motion second by Com. Worlikar.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 8/21/2023 7:30 PM
AYES:	Moodhe, Spunt, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan, Sujat Saxena

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Jun 21, 2023 7:30 PM

07/19/2023

RESULT:	ACCEPTED AS AMENDED [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan, Sujat Saxena

Chairman's Report**Committee and Liaison Reports**

Com. Richards reviewed the liaison report from the most recent Village Board Meeting.

Staff Report/Future Agenda Schedule

Purvis provided details on the future agenda schedule.

Public Comments and Questions**Adjournment**

The meeting was adjourned at 9:45 PM

Action Items

Kelly Purvis

APPROVED BY ME THIS 19th DAY OF July, 2023

Attachment: Draft PZC Minutes (Public Hearing- Annexation Agreement for the Property at 22771 & 22825 Prairie Road)



Action Item : Pre-Application Discussion - Proposed Lazy Dog Restaurant at 51 McHenry (Former IHOP)

Recommendation of Action

Staff recommends discussion and referral to the Planning & Zoning Commission.

Golden Property Development is looking to redevelop the former IHOP property into Lazy Dog Restaurant at 51 McHenry Road, which is the northeast corner of Lake Cook and McHenry Roads. The site was developed as part of The Grove Shopping center via a PUD and is zoned B-3. As the petitioner is finalizing their plans, they are seeking comments from the Village Board along with a referral to the Planning & Zoning Commission. The petitioner will provide the Village Board with an overview of their concept plan at the August 21, 2023 Village Board meeting.

ATTACHMENTS:

- BOT Memo (DOCX)
- Full Submittal (PDF)
- lazy dog - concept deck (5.2023) v2 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, August 21, 2023	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: August 17, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director

SUBJECT: **Pre-Application Discussion-** Proposed Lazy Dog Restaurant at 51 McHenry (Former IHOP)

BACKGROUND

Golden Property Development is looking to redevelop the former IHOP property into Lazy Dog Restaurant at 51 McHenry Road, which is the northeast corner of Lake Cook and McHenry Roads.

The site was developed as part of The Grove Shopping center via a PUD and is zoned B-3. It was originally the Wags/Shoney's restaurant, which then transitioned into IHOP restaurant. IHOP has since been demolished and the site is currently vacant.



Golden Property Development, on behalf of Lazy Dog Restaurant, is preparing to finalize their plans for the restaurant and is seeking comments from the Village Board along with a referral to the Planning & Zoning Commission. The developer will provide the Village Board with an overview of their concept plan at the August 21, 2023 Village Board meeting. At this time, it is anticipated that the project would require a Preliminary Plan Approval, Amendment to the PUD, and setback and parking variations. The following memorandum provides a brief summary of their project.

LAKE COOK CORRIDOR MARKET STUDY AND PLAN

The property is located in the “eastern bookend” of the larger 475-acre Lake Cook Corridor. The [Lake Cook Corridor Market Study and Plan \(LCCP\)](#), represents a community-driven vision and plan for the Corridor. In 2018, Buffalo Grove adopted the LCCP as component to the Village’s Comprehensive Plan.

It is important to note that the LCCP is a framework plan, not a specific development or construction plan. Consequently, future redevelopment, such as the proposed project should be expected to embrace the vision’s main concepts and principles.



The proposed Lazy Dog restaurant development is in a key part of the Lake Cook Corridor as it represents one of the most visible corners in the Corridor and in the Village with annual daily traffic counts of 11,900 (McHenry) and 29,900 (Lake

Cook). LCCP's vision was to develop retail in this corner property to help create a street wall to build a stronger presence and identity. Moreover, the vision was to transform the entire Grove and Highland shopping area into a more modern retail center. The Lazy Dog project upholds the LCCP's general vision and implements key concepts from the plan as further discussed below.

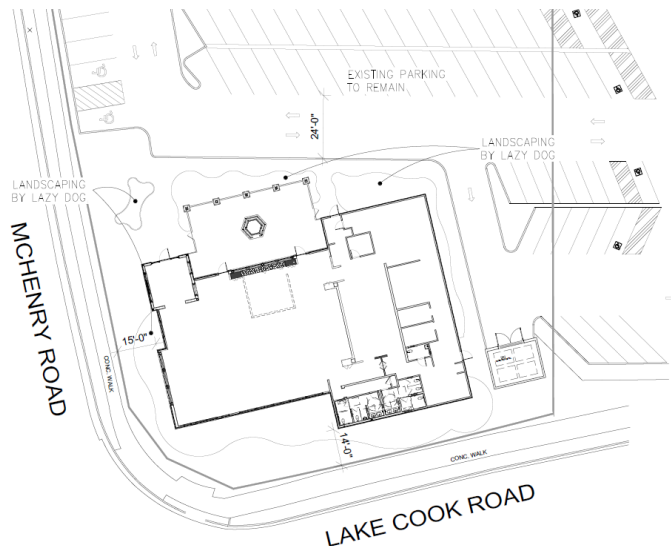
DEVELOPMENT HISTORY

The property is part of the Grove Shopping Center, which was annexed into the Village in 1978. The Village later approved Ordinance No. 82-6 approving a Planned Unit Development in the B-3 Planned Business Center District for the Shopping Center. Ordinance No. 92-37 amended the PUD for the shopping center allowing an expansion of the Jewel-Osco store to a total gross floor area of 62,702 square feet and allowed the addition of parking spaces on the site.

As part of the development, a Reciprocal Easement Agreement was approved between the owner of the Jewel-Osco property and the outlot property. The Easement Agreement allows access to the outlot through the Jewel-Osco property and also allows the sharing of all parking spaces located on the two lots.

PROPOSED PLAN

Golden Property Development is proposing a one-story Lazy Dog restaurant that would be approximately 7,400 square feet and include a 1,300 square foot outdoor patio. The size is typical of various sit-down restaurants and is almost double the size of the previous IHOP (and Wags/Shoney's), which was approximately 4,182 square feet. The site plan, which functions as an outlot, will have approximately 48 spaces on the site, with plenty of additional parking within the rest of the shopping center. Staff will work with the petitioner to explore parking variations and easements for parking in the greater shopping center (The Grove and Highland) which supplies over 500 parking spaces. Given the complimentary parking demands of these types of uses and the infill redevelopment nature of the project, such variations are common.



The restaurant will also require a setback variation from Lake Cook Road and McHenry Road. The site plan shows that the project would meet the 25-foot setback requirement had it not been for the widening of Lake Cook Road. As a result, at its closest point, the petitioner is proposing a 14 ft setback from Lake Cook and approximately 15 ft from McHenry. This variation is valid given the widening of the road and the building's relatively low height. Furthermore, the tighter setback will create the desired street wall effect that we have begun to establish along Lake Cook Road with the NCH development.



Access to the property would be off Lake Cook Road and McHenry Road at the existing shopping center points of entrance and exit.

Example elevations showing their typical building prototype have been provided in the plan set. The height of the building will likely be similar to the elevations, with the majority of the building being around 20 feet and a decorative tower element that is taller.

Process

Once the Board provides feedback, the item can be referred to the Planning and Zoning Commission to discuss more specific details concerning parking, setbacks, building design, signage, and other bulk regulations. Based on the current configuration, the following approvals will be required:

- Amendment to the Planned Development Ordinance
- Preliminary plan approval
- Zoning Variations for setback, landscape buffer, and number of parking spaces



Photo of Lazy Dog Building Facade



Photo of Lazy Dog Patio

IMPLEMENTATION OF LAKE COOK CORRIDOR MARKET STUDY AND PLAN

The proposed plan implements the following core concepts of the Lake Cook Corridor Plan:

- Builds off of the momentum from the Clove's redevelopment
- Helps transform the Grove and Highland Shopping Centers into a more modern retail center
- Provides a welcoming gateway to the Village by building a vibrant "street wall" along Lake Cook Road to help shield parking and create a sense of place
- Provides energy and vibrancy to the corridor

ACTION REQUESTED

The Developer is seeking comments from the Village Board related to the concept plan. Staff recommends that this item be referred to the Planning and Zoning Commission to begin the public hearing process.



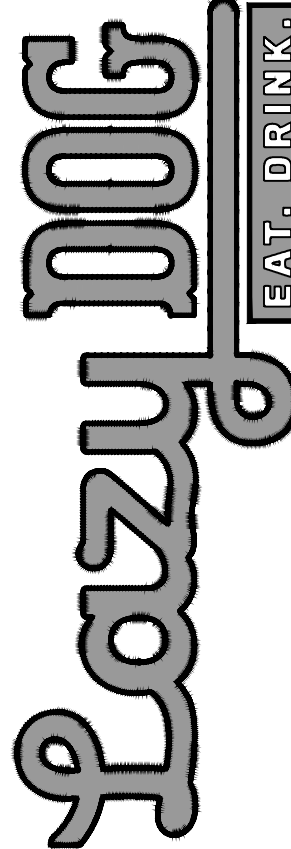
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Attachment: Full Submittal (Pre-Application Discussion - Proposed Lazy Dog Restaurant at 51 McHenry (Former IHO))

BUILDING TABULATIONS

BUILDING AREA:	7,415 SQ. FT.
PATIO AREA:	1,379 SQ. FT.
TOTAL AREA:	8,794 SQ. FT.
SEATS REQUIRED:	212 (PER SQ FT. CALCULATED FOR SEATING TABULATION)
SEATS PROVIDED:	186

SEATING TABULATIONS

BAR/BAR DINING:	98 SEATS
DINING ROOM 1:	46 SEATS
DINING ROOM 2:	42 SEATS
TOTAL INTERIOR SEATS:	186 SEATS
TOTAL PATIO SEATS:	62 SEATS
GRAND TOTAL:	248 SEATS

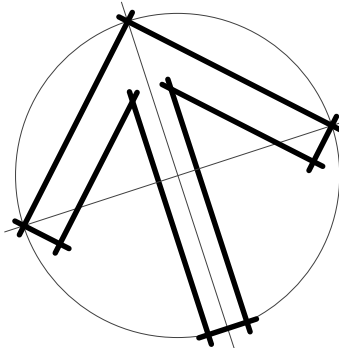
INDOOR SEATING CHART

SEATING TYPE	PARTY	% OF TOTAL TABLES	SEATS	% OF TOTAL TABLES
1-PERSON	16	24%	16	9%
2-PERSON	17	26%	34	18%
4-PERSON	32	48%	128	69%
8-PERSON	1	2%	8	4%
TOTAL	66	100%	186	100%

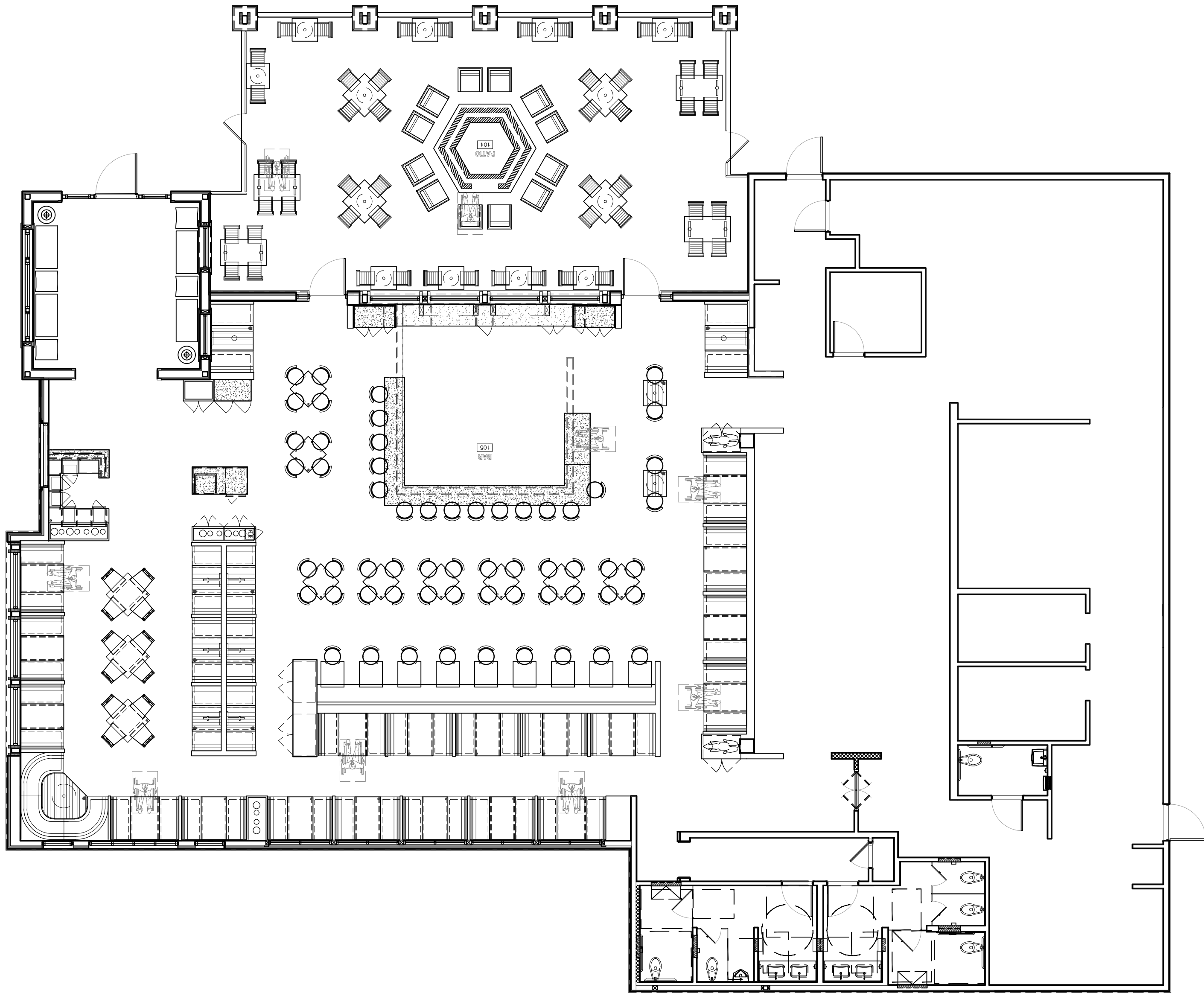
OUTDOOR SEATING CHART

SEATING TYPE	PARTY	% OF TOTAL TABLES	SEATS	% OF TOTAL TABLES
1-PERSON	12	43%	12	19%
2-PERSON	9	32%	18	29%
4-PERSON	8	25%	32	52%
TOTAL	29	100%	62	100%

NORTH



FLOOR PLAN





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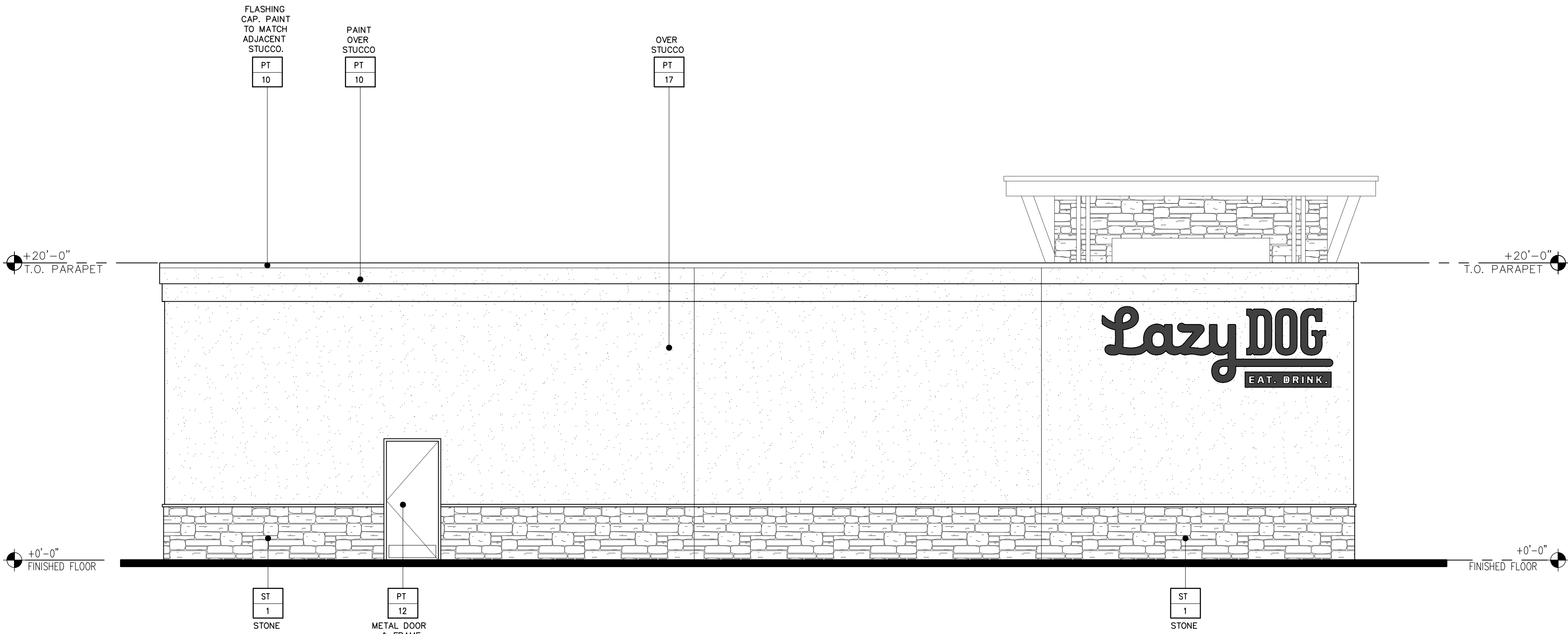
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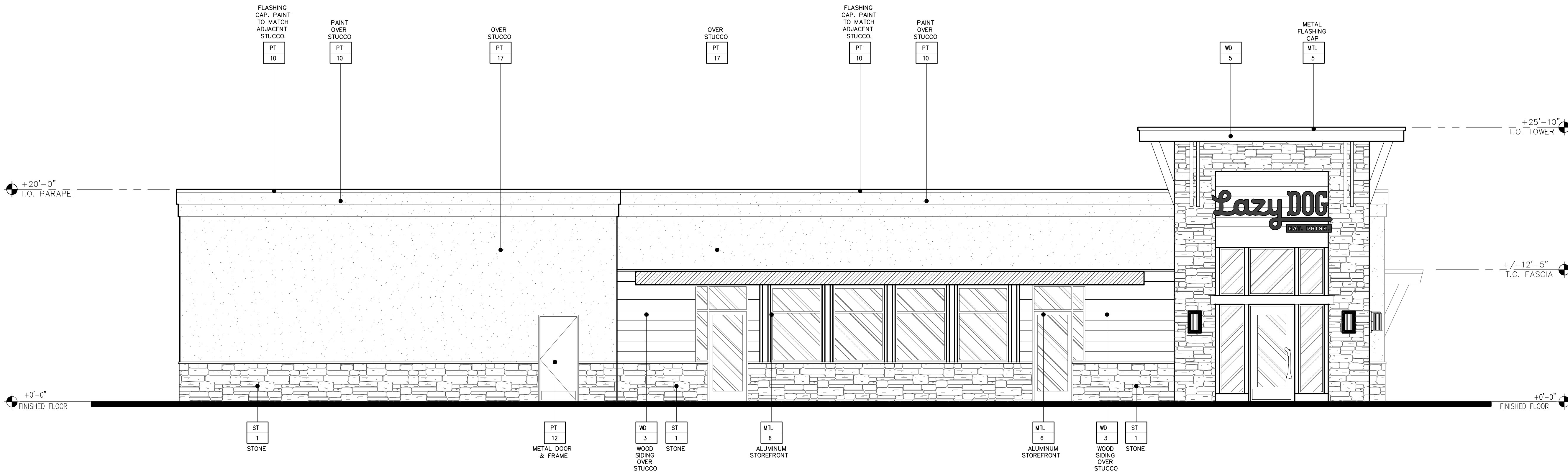
EXTERIOR FINISHES

ST 1	STONE VENEER. LAZY DOG CUSTOM BLEND.
MTL 5	BERRIDGE STANDING SEAM METAL ROOF (OR APPROVED EQUAL). COLOR: DEEP RED OR METAL FLASHING/RAIN GUTTER/DOWNSPOUT.
MTL 6	US ALUMINUM STOREFRONT WINDOWS (OR APPROVED EQUAL). COLOR: TO PPG#UC125678XL DURANAR XL DEEP RED
MTL 14	LOUVERS, PRE-FINISHED FLAT BLACK
WD 1	EXTERIOR WOOD TIMBERS SPECIES: DOUGLAS FIR, VERTICAL GRAIN COLOR: OLYMPIC ELITE WOODLAND OIL, SATIN, "MOUNTAIN CEDAR", 2 COATS
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WD 3	EXTERIOR 2x12 DOUGLAS FIR WOOD SIDING. SPECIES: DOUGLAS FIR COLOR: 2 COATS BEHR PREMIUM WEATHER PROOFING ALL-IN-ONE TRANSPARENT, SATIN, "CORDOVAN BROWN" T-104
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PT 17	PPG W/ FLAT FINISH. COLOR: 1080-6 CINNAMON CRUNCH

EAST ELEVATION



NORTH ELEVATION



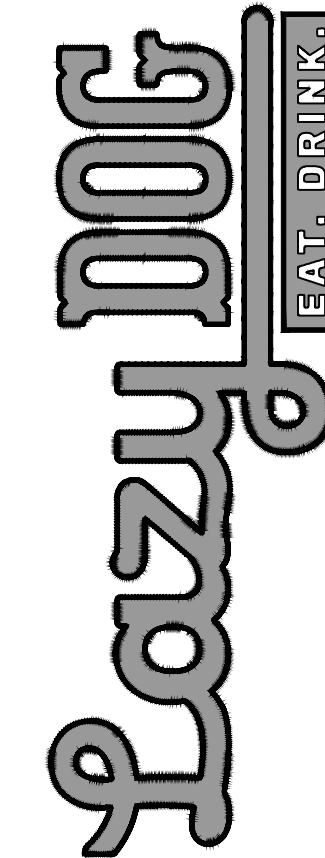


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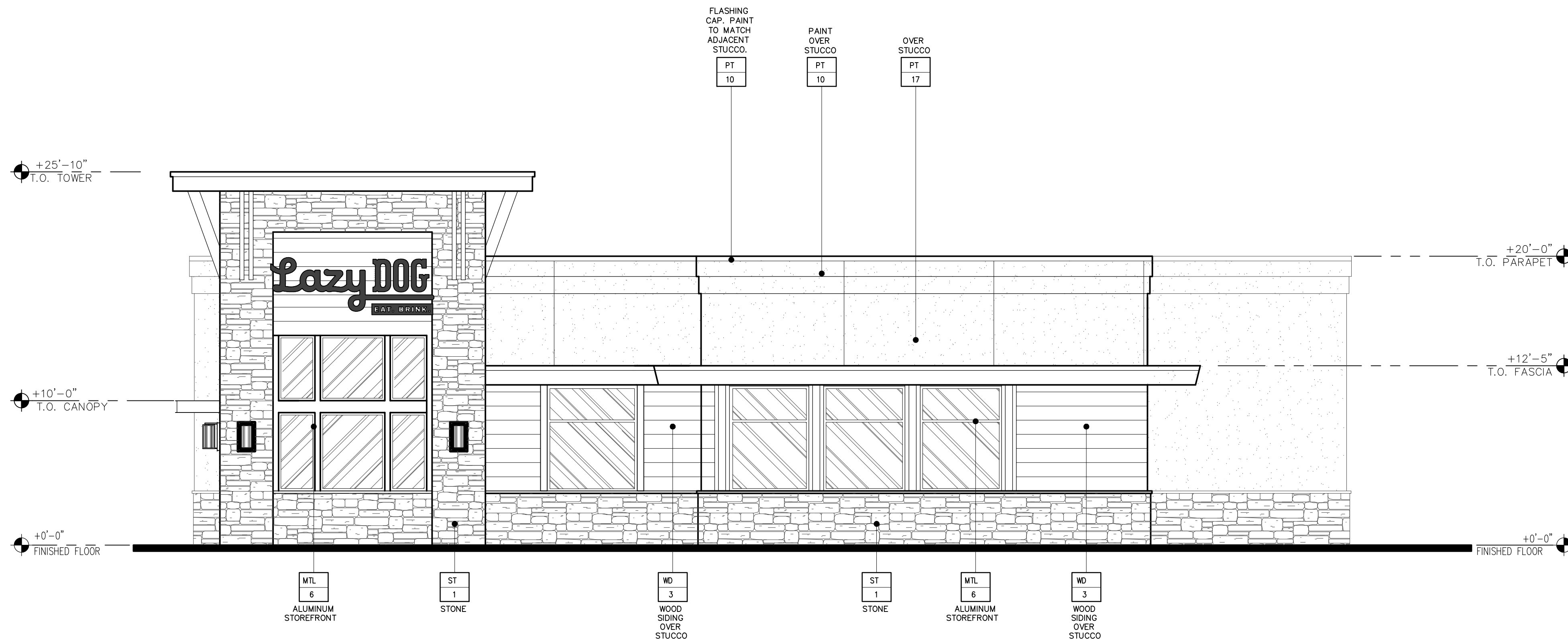
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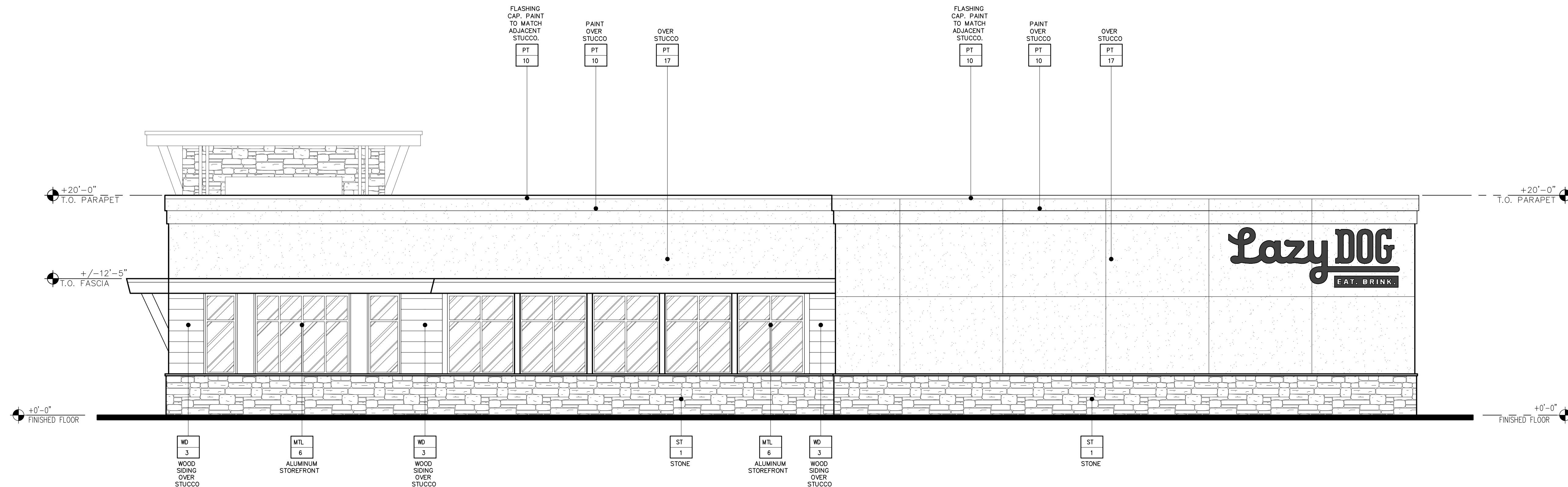
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SOUTH ELEVATION





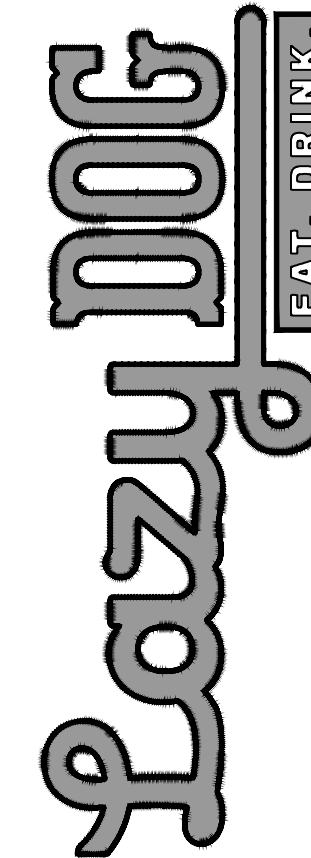
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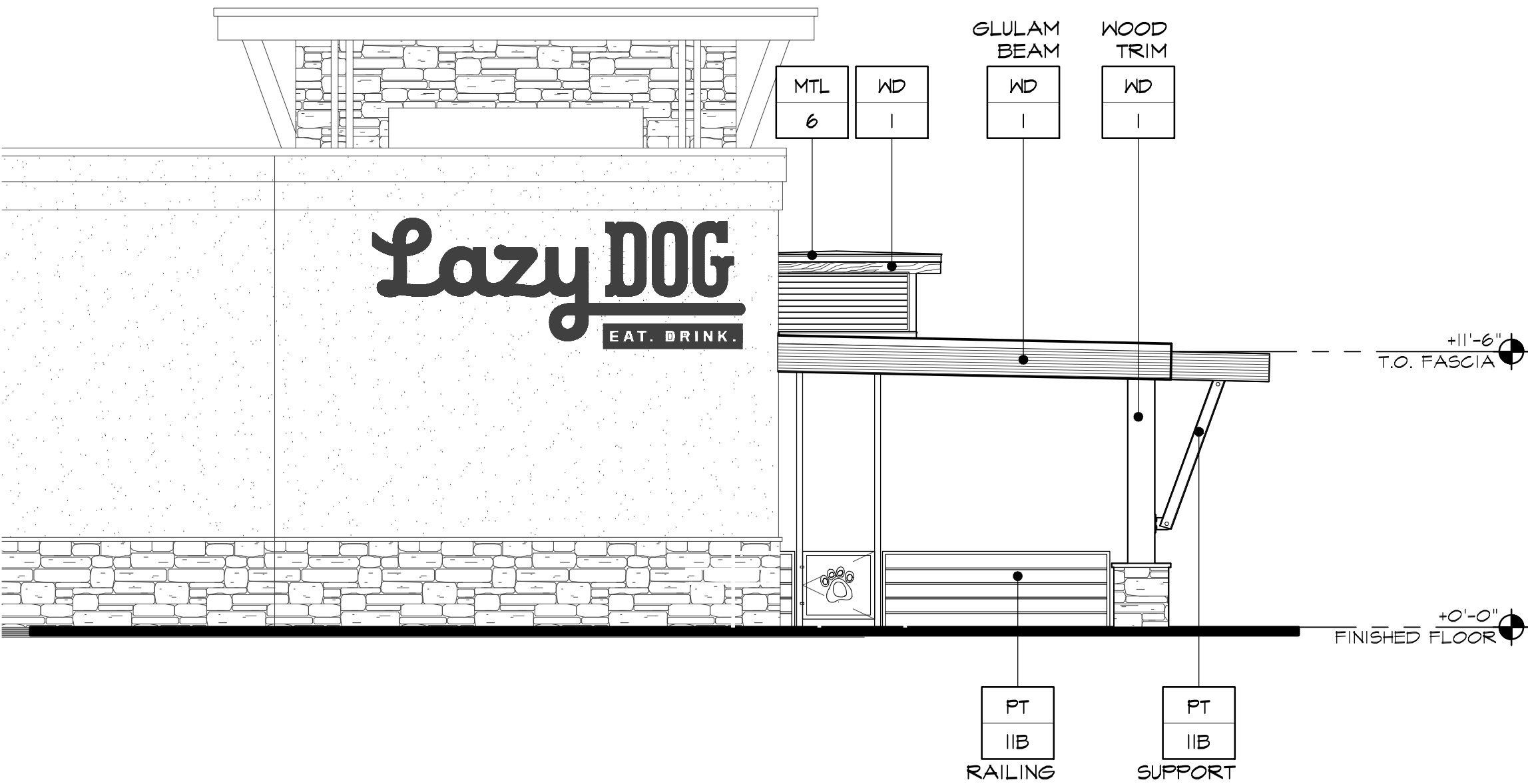
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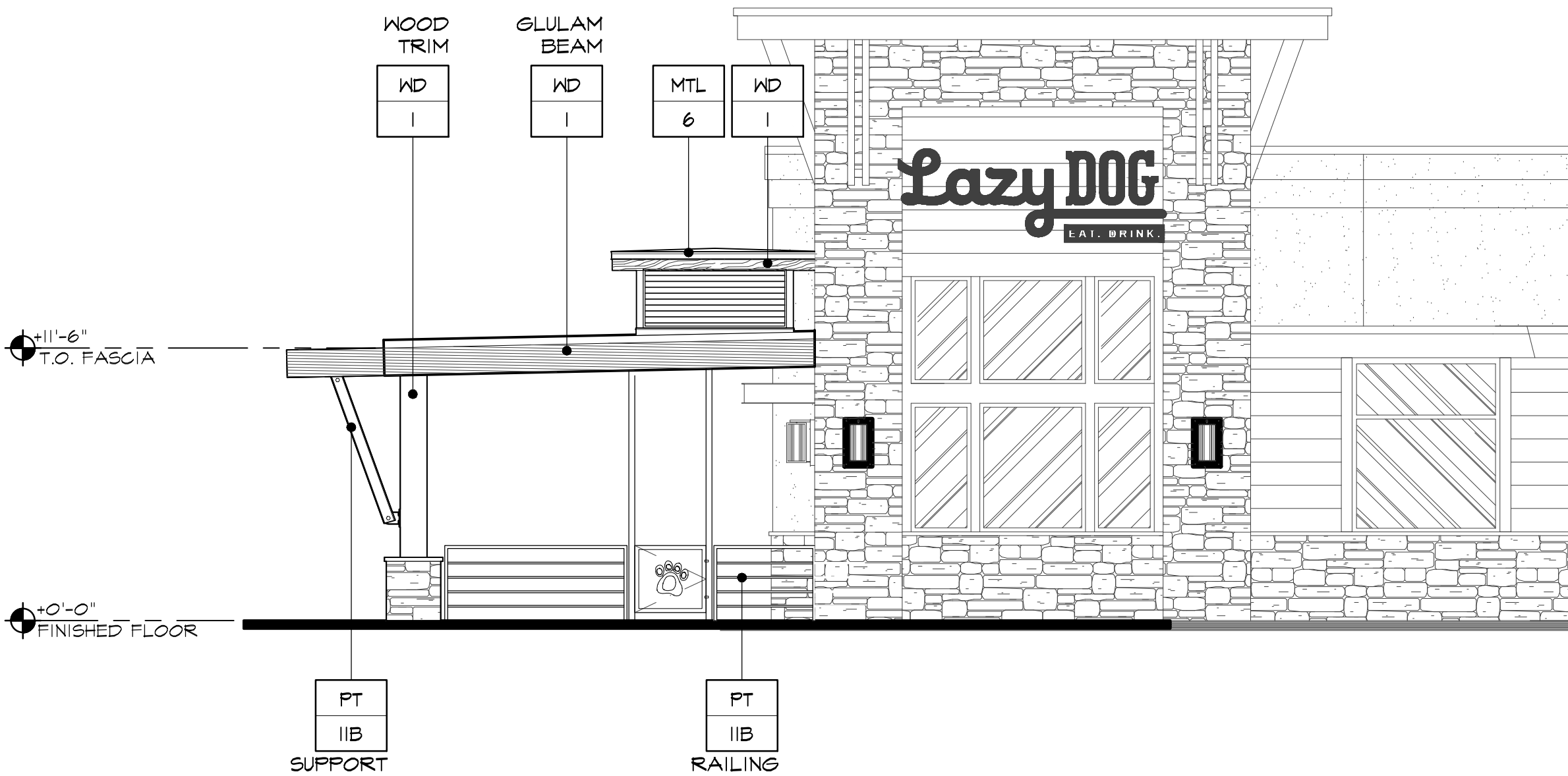
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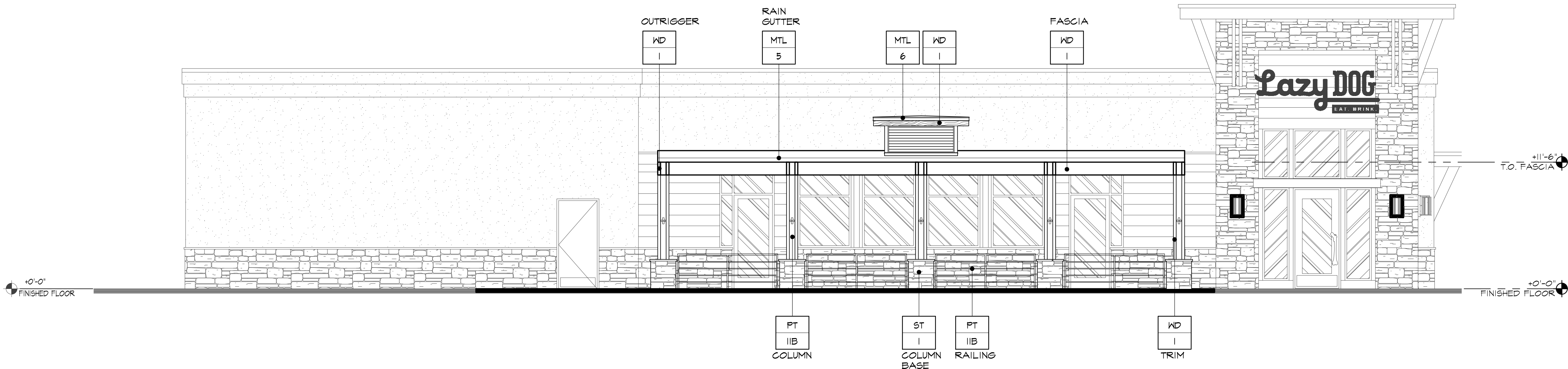
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EAST PATIO ELEVATION



WEST PATIO ELEVATION



NORTH PATIO ELEVATION



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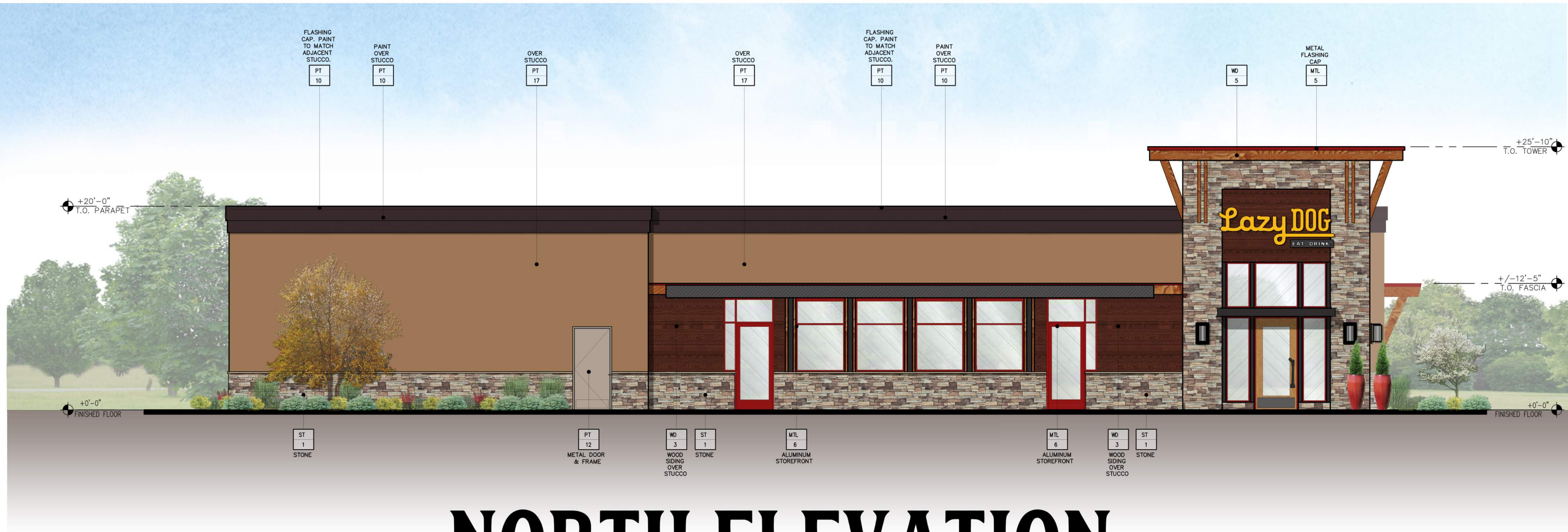
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PT 11B	PPG W/ SATIN FINISH. COLOR: 1001-7 BLACK MAGIC
PT 12	PPG W/ FLAT FINISH. COLOR: 1022-4 ROCK SLIDE
PT 14	PPG W/ FLAT FINISH. COLOR: 1021-5 THUNDERBIRD
PT 16	PPG W/ FLAT FINISH. COLOR: 10235-7 OBSIDIAN
PT 17	PPG W/ FLAT FINISH. COLOR: 1080-6 CINNAMON CRUNCH



EAST ELEVATION



NORTH ELEVATION



3337 SUSAN STREET, SUITE 100
COSTA MESA, CA 92626
PHONE: 714.596.9960
FAX: 714.596.9970
www.lazydogrestaurants.com

THESE DRAWINGS PREPARED BY LAZY DOG RESTAURANTS FOR THIS PROJECT ARE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, LAZY DOG RESTAURANTS SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THESE DRAWINGS SHALL NOT BE USED BY OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING BY LAZY DOG RESTAURANTS.

xx/xx/xxxx	CITY/LANDLORD SUBMITTAL
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53 MCHENRY RD
BUFFALO GROVE, IL 60089



SHEET TITLE
EXTERIOR ELEVATIONS

DRAWN BY
KW
CHECKED BY
RAF/DM
SCALE
3/16" = 1'-0"
JOB NO.

SHEET NUMBER

DD4.1

EXTERIOR FINISHES

ST 1	STONE VENEER. LAZY DOG CUSTOM BLEND.
MTL 5	BERRIDGE STANDING SEAM METAL ROOF (OR APPROVED EQUAL). COLOR: DEEP RED OR METAL FLASHING/RAIN GUTTER/DOWNSPOUT.
MTL 6	US ALUMINUM STOREFRONT WINDOWS (OR APPROVED EQUAL). COLOR: TO PPG#UC125678XL DURANAR XL DEEP RED
MTL 14	LOUVERS, PRE-FINISHED FLAT BLACK
WD 1	EXTERIOR WOOD TIMBERS SPECIES: DOUGLAS FIR, VERTICAL GRAIN COLOR: OLYMPIC ELITE WOODLAND OIL, SATIN, "MOUNTAIN CEDAR", 2 COATS
WD 2	EXTERIOR WOOD CASINGS AT DOORS, WINDOWS AND NICHES SPECIES: BRAZILIAN OAK, SMOOTH FINISH COLOR: GENERAL FINISHES EXTERIOR 450 SUGAR MAPLE
WD 3	EXTERIOR 2x12 DOUGLAS FIR WOOD SIDING. SPECIES: DOUGLAS FIR COLOR: 2 COATS BEHR PREMIUM WEATHER PROOFING ALL-IN-ONE TRANSPARENT, SATIN, "CORDOVAN BROWN" T-104
WD 5	EXTERIOR WOOD FASCIA SPECIES: DOUGLAS FIR COLOR: OLYMPIC ELITE WOODLAND OIL, SATIN, "MOUNTAIN CEDAR", 2 COATS
WD 6	EXTERIOR GLU-LAM FASCIA SPECIES: DOUGLAS FIR COLOR: OLYMPIC ELITE WOODLAND OIL, SATIN, "MOUNTAIN CEDAR", 2 COATS
PT 10	PPG W/ FLAT FINISH. COLOR: WINEBERRY (CUSTOM COLOR)
PT 11B	PPG W/ SATIN FINISH. COLOR: 1001-7 BLACK MAGIC
PT 12	PPG W/ FLAT FINISH. COLOR: 1022-4 ROCK SLIDE
PT 14	PPG W/ FLAT FINISH. COLOR: 1021-5 THUNDERBIRD
PT 16	PPG W/ FLAT FINISH. COLOR: 10235-7 OBSIDIAN
PT 17	PPG W/ FLAT FINISH. COLOR: 1080-6 CINNAMON CRUNCH



WEST ELEVATION



SOUTH ELEVATION



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xx/xx/xxxx CITY/LANDLORD SUBMITTAL

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53 MCHENRY RD
BUFFALO GROVE, IL 60089



SHEET TITLE
**PATIO
ELEVATIONS**

DRAWN BY
KW
CHECKED BY
RAF/DM
SCALE
3/16" = 1'-0"
JOB NO.

SHEET NUMBER

DD4.2

Attachment: Full Submittal (Pre-Application Discussion - Proposed Lazy Dog Restaurant at 51 McHenry (Former IHOP))



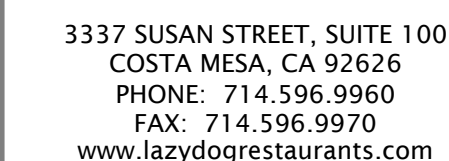
EAST PATIO ELEVATION



WEST PATIO ELEVATION



NORTH PATIO ELEVATION



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[illegible]

53 MCHENRY RD
FALO GROVE, IL 60089



SHEET TITLE

PRELIMINARY
LANDSCAPE
PLAN

DRAWN BY
KL
CHECKED BY
SSA
SCALE
1"=10'-0"
JOB NO.

SHEET NUMBER

L-1

SYMBOL	SIZE	BOTANICAL NAME	COMMON NAME	QUANTITY
<u>TREES</u>				
	3" cal	AMELANCHIER CANADENSIS	SHAD-BLOW SERVICEBERRY	5
	3" cal	BETULA NIGRA 'HERITAGE'	RIVER BIRCH	3
	6' HT	PICEA F. 'GLAUCA'	COLORADO BLUE SPRUCE	XX
	6' HT	PICEA F. 'ISELI FASTIGATE'	ISELI COLORADO SPRUCE	XX
	6' HT	PINUS N. 'OREGON GREEN'	AUSTRIAN PINE	XX
<u>SHRUBS</u>				
	1 GAL	CALLUNA VULGARIS	SCOTCH HEATHER	XX
	5 GAL	MIX OF 'WYNANDA' AND 'LADY IN WHITE'		
	5 GAL	CORNUS S. 'KELEY'	DWARF RED OSIER DOGWOOD	XX
	5 GAL	DAPHNE O. 'MOONLIGHT PARFAIT'	WINTER DAPHNE	XX
	5 GAL	DRYOPTERIS ERYTHROSA	AUTUMN FERN	XX
	15 GAL	HAMAMELIS 'ARNOLD PROMISE'	WITCH HAZEL	XX
	5 GAL	ILEX VERTICILLATA	WINTERBERRY	XX
	1 GAL	LIRIOPE MUSCARI	LILY TURF	
	1 GAL	PHYGELIUS 'COLORBURST' HYBRIDS	CAPE FUCHSIA	XX
	5 GAL	MIX OF COLORBURST YELLOW, ORANGE, DEEP RED & ROSE		
	5 GAL	PICEA F. 'GLOBOSA'	DWARF GLOBE BLUE SPRUCE	XX
	5 GAL	PINUS M. 'BIG TUNA'	MUGO PINE	XX
5 GAL	PRUNUS L. 'MOUNT VERNON'	ENGLISH LAUREL	XX	
<u>GRASSES</u>				
4" POT	BOUTELOUA G. 'BLONDE AMBITION'	BLUE GRAMA GRASS	XX	
4" POT	CAREX GLAUCA	BLUE SEDGE	XX	
1 GAL	DESCHAMPSIA C. 'SCHOTTLAND'	SCOTTISH TUFTED HARRIGRASS	XX	
1 GAL	PANICUM V. 'HEAVY METAL'	BLUE SWITCH GRASS	XX	


 +/- (102) EA. BOULDERS TO BE MIN. 2'-3" DIAMETER FROM LOCAL SOURCE.
 BOULDER SIZES SHALL BE +/-45% LARGER BOULDERS AND +/- 55% SMALLER BOULDERS,
 UNLESS DIRECTED OTHERWISE BY OWNER'S REPRESENTATIVE. BOULDERS' QUANTITY AND
 LAYOUT IS FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL CONTACT PAMELA
 JENSEN,
 Email: emeraldacegardens@gmail.com
 Cell: (714) 623-9954 TO ENSURE THE CORRECT BOULDERS ARE ORDERED.

 +/- 3" DEPTH OF 1"-2" SIZE RIVER ROCK. RIVER ROCK AREAS SHALL BE INSTALLED ON TOP OF 'GORILLA HAIR' MULCH.
ALL PLANTING AREAS INCLUDING RIVER ROCK AREAS SHALL RECEIVE 3" DEPTH 'GORILLA HAIR' MULCH OR APPROVED EQUAL.

 STONE BENCH. INSTALL IN PLANTERS.

(4) - 3T" dia. PRECAST POT BY: ASIAN CERAMICS, MODEL NO.: 5-6090,
RUSTIC, SIZE I (FOR PATIO), OR APPROVED EQUAL. CONTACT: LYNN DE LA
PENA, (626) 449-6800.

○ (2) - 26" dia. PRECAST POT BY: ASIAN CERAMICS, MODEL NO.: 5-6070, COPPER RED, SIZE 1 (FOR ENTRY), OR APPROVED EQUAL. CONTACT: LYNN DE LA PENA, (626) 449-6800

ORDER POTS EARLY TO ALLOW TIME FOR DELIVERY AND POTENTIAL REPLACEMENT. COPY PAMELA JENSEN,
Email: emeraldplacegardens@gmail.com
Cell: (714) 623-9954 TO ENSURE THE CORRECT PLANTERS ARE ORDERED.

CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES AND SERVICES PRIOR TO ANY DIGGING. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ALL DAMAGE CAUSED BY FAILURE TO DO SO.

PLANT MAINTENANCE WORK SHALL CONSIST OF APPLYING WATER, WEEDING, FERTILIZING PER SPECIFICATIONS.

THE ENTIRE PROJECT IS TO BE MAINTAINED FOR A PERIOD OF 60 CALENDAR DAYS, COMMENCING FROM THE TIME ALL ITEMS OF WORK HAVE BEEN COMPLETED TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT.

CONTRACTOR SHALL BE RESPONSIBLE FOR DISEASE AND PEST CONTROL DURING THE MAINTENANCE PERIOD.

CONTRACTOR SHALL RAISE OR LOWER SPRINKLER HEADS TO PROPER LEVEL IF PLANT MATERIAL OBSTRUCTS FULL COVERAGE.

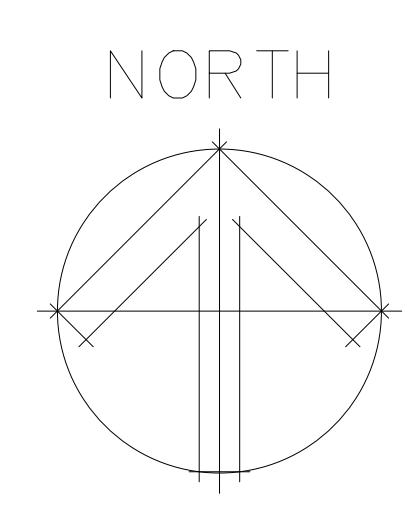
CONTRACTOR TO VERIFY WITH SOIL ANALYSIS, THE SOIL AMENDMENT AND CONTACT THE LANDSCAPE ARCHITECT IF THERE ARE ANY INADEQUATE AMENITIES.

ALL SHRUBS AND GROUND COVER TO BE INSTALLED 1" ABOVE BACKFILL GRADE. COMPACT BACKFILL TO REMOVE MAJOR SETTLING OF PLANT MATERIAL.

PLANTS CALLED OUT ON PLAN ARE CONSIDERED IN CLUSTERS EVEN IF NOT ATTACHED BY CONNECTING LINES. CALLOUTS WILL HAVE TOTAL COUNTS NEEDED.

ALL TREES WITHIN FIVE FEET (5') OF HARDSCAPE OR WALLS TO BE INSTALLED WITH A ROOT BARRIER.

CONTRACTOR SHALL ENSURE THAT ALL TOP SOILS HAVE A MINIMUM OF 4" HORIZONTAL SEPARATION FROM BUILDING WEEP SCREED AND ALL SOIL SHALL SLOPE AWAY FROM THE BUILDING.



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A large, mature tree with a dense canopy of bright yellow leaves stands prominently in the foreground. The tree's trunk is dark and textured. Behind it, a well-maintained green lawn stretches towards a calm body of water. In the distance, more trees with autumn foliage are visible under a cloudy sky. The overall scene is peaceful and captures the essence of a crisp autumn day.

A large, mature, blue-green spruce tree stands prominently in a grassy field. The tree has a dense, conical shape with many branches covered in fine, needle-like foliage. The background features a clear blue sky and several other green trees, including some tall, thin evergreens. The ground is covered in green grass with some small white flowers scattered near the base of the tree.

A large, dense, rounded evergreen tree with thick, green, cylindrical branches, likely a Monterey Cypress (Cupressus macrocarpa), growing in a sandy area. The tree has a very full, bushy appearance with many upright, columnar branches. The ground around it is sandy and light-colored. In the background, other trees and a clear sky are visible.

A large, dense clump of tall, thin, green grass with long, feathery seed heads, growing in a garden bed with gravel and other plants.

A photograph showing a large, dense clump of ferns. The fronds are a mix of bright yellow and orange, indicating they are in the process of dying back or are a specific cultivar. The ferns are growing in a garden bed with dark soil. In the background, there are dark green leaves of other plants.

A large, bushy tree with bright yellow flowers in bloom, set against a clear blue sky and a background of bare trees.

A large, dense shrub with green leaves and numerous bright red berries, likely a holly or similar species, growing in a garden setting. The shrub is the central focus, with its branches heavily laden with clusters of small, round, red berries. The leaves are dark green and glossy. In the background, a brick building with a window and some other greenery are visible, suggesting a garden or park environment.

A large, dense, rounded evergreen shrub with blue-green needles, growing in a grassy area. This is likely a Blue Spruce (Picea canadensis 'Mill's Blue').

Lazy Dog
EAT DRINK

DOG

DRAWN BY
KL
CHECKED BY
SSA
SCALE
1"=10'-0"
JOB NO.

L-2

Lazy DOG
EAT. DRINK.



Attachment: lazy dog - concept deck (5.2023) v2 (Pre-Application Discussion - Proposed

WELCOME TO LAZY DOG – THE NEXT GENERATION OF CASUAL DINING

6.B.c

LAZY DOG DELIVERS BEST IN CLASS CONSUMER EXPERIENCES THAT EXTEND FAR BEYOND THE FOUR WALLS OF OUR RESTAURANTS. OUR COMPELLING COMBINATION OF HANDCRAFTED FOOD, DISTINCTIVE AMBIANCE AND SMALL-TOWN HOSPITALITY CREATE A DINING EXPERIENCE THAT DRIVES OUR BROAD GUEST APPEAL AND NATIONAL PORTABILITY



INSPIRED RUSTIC DESIGN



SMALL TOWN HOSPITALITY



6.B.c

Attachment: lazy dog - concept deck (5.2023) v2 (Pre-Application Discussion - Proposed



HANDCRAFTED AMERICAN COMFORT FOOD + DRINK

6.B.c

Attachment: lazy dog - concept deck (5.2023) v2 (Pre-Application Discussion - Proposed



BOLD INNOVATION

FORWARD-THINKING, FOUNDER-LED AND EXPERIENCED MANAGEMENT TEAM

6.B.c
FOUNDERS



CHRIS
SIMMS

Founder, Chief
Executive Officer

Lazy Dog Tenure: 20
Industry Tenure: 25



STEVE
PRICE

Chief Development
Officer

Lazy Dog Tenure: 20
Industry Tenure: 20



ROSHAN
MENDIS

Senior Vice President
of Restaurant Services

Lazy Dog Tenure: 20
Industry Tenure: 20



GABRIEL
CALIENDO

Vice President
Food & Beverag

Lazy Dog Tenure:
Industry Tenure:



ROBERT
LINDER

Chief Financial
Officer

Lazy Dog Tenure: 7
Industry Tenure: 20



KEVIN
WHATTOFF

Chief Operating
Officer

Lazy Dog Tenure: 4
Industry Tenure: 32



MARIAH
MACHNIKOWSKI

Chief People
Officer

Lazy Dog Tenure: 6
Industry Tenure: 11



JARROD
EAST

VP of
Technology

Lazy Dog Tenure:
Industry Tenure:



LAZY DOG AT A GLANCE

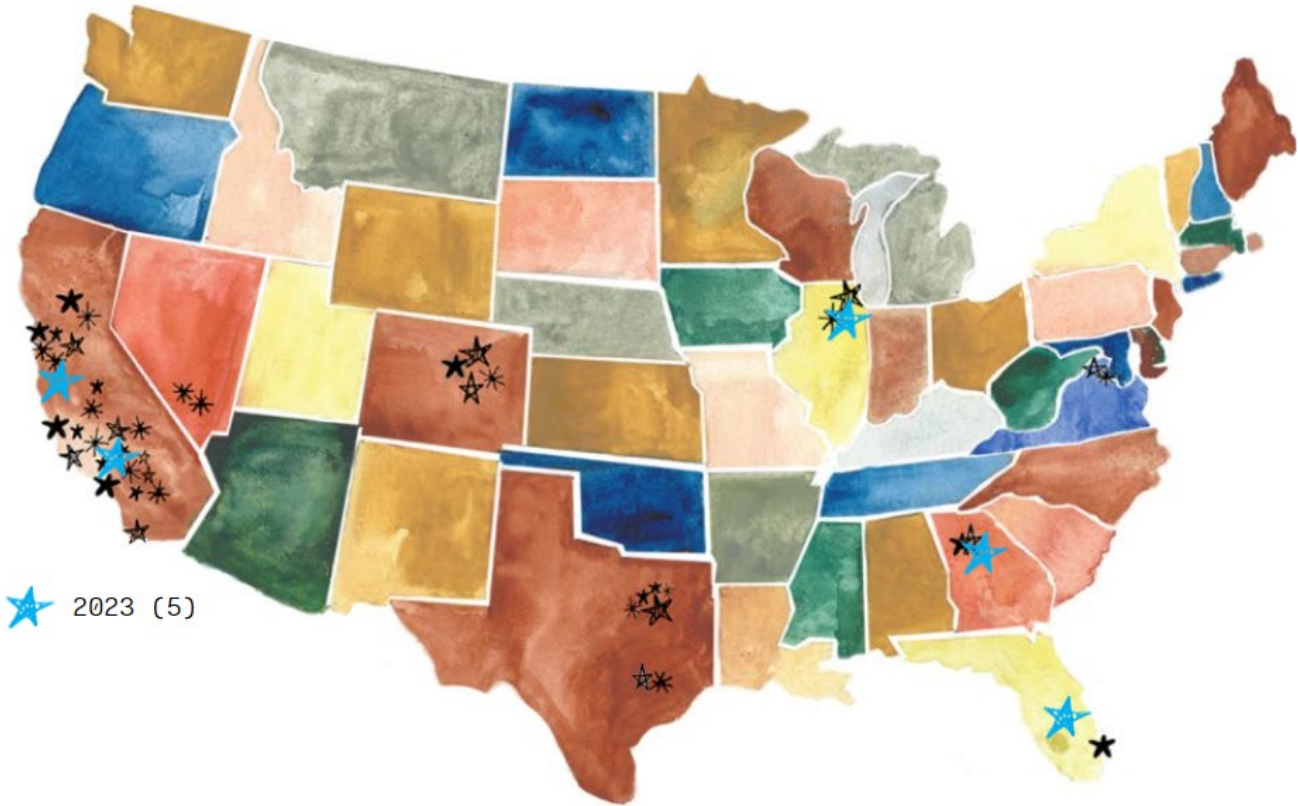
OVERVIEW

HEADQUARTERS	Costa Mesa, CA
FOUNDED	2003
SEGMENT	Casual Dining Segment of the Full-Service Industry

LOCATIONS

RESTAURANTS	46
MARKETS	14
STATES	8
UNDER CONSTRUCTION	6
UPCOMING NEW STATES	AZ, PA, NC, NJ, NY, UT

46 Restaurants
14 Markets
8 States



Top 10 Restaurants by sales located in 6 different markets

Attachment: lazy dog - concept deck (5.2023) v2 (Pre-Application Discussion - Proposed

TEAM, CULTURE AND COMMUNITY



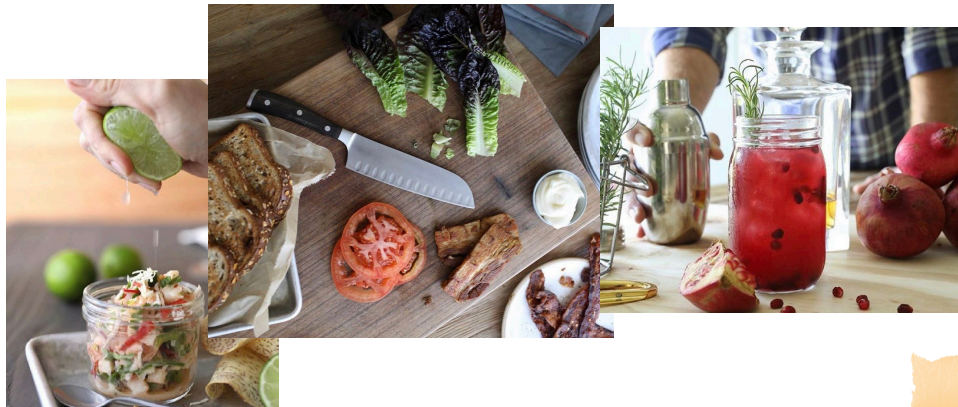
6.B.c

Attachment: lazy dog - concept deck (5.2023) v2 (Pre-Application Discussion - Proposed

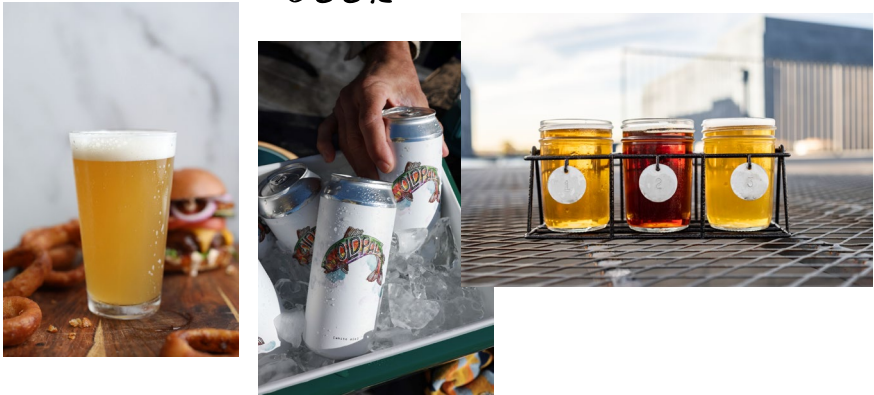
AUTHENTIC, PURPOSE-DRIVEN BRAND

WE EXIST TO NOURISH CONNECTIONS WITH OUR TEAMMATES, GUESTS + COMMUNITIES. WE PROVIDE WARM, SMALL-TOWN HOSPITALITY AND CREATE EXPERIENCES THAT ALLOW PEOPLE TO ENJOY THE MOMENT AND EACH OTHER. WE LOVE TO SHARE OUR PASSIONS BECAUSE THE COMMON GROUND NURTURES COMMUNITY & RELATIONSHIPS

HANDCRAFTED FOOD + DRINK



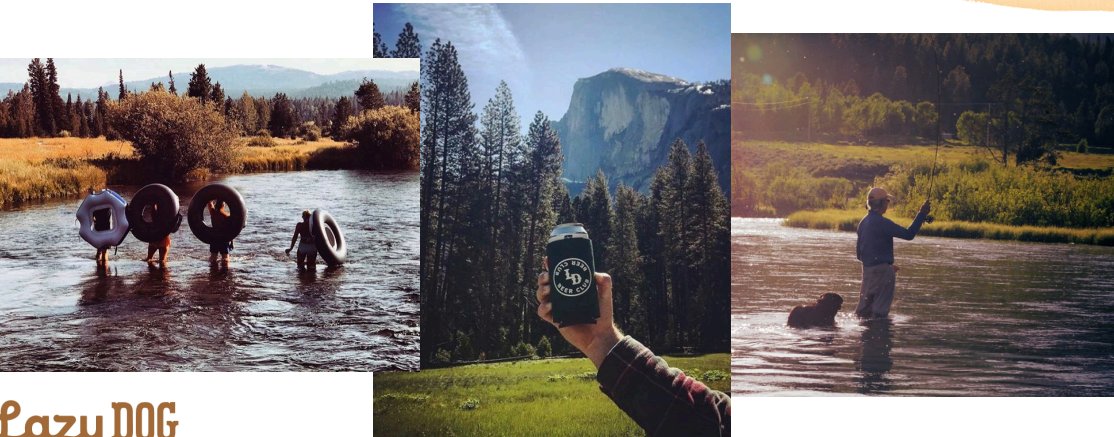
BEER



WINE



OUTDOOR LIFESTYLE



SHARED PASSIONS

DOGS



STRONG FOUNDATION OF PEOPLE PRACTICES THAT ENABLE OUR GROWTH

6.B.c



STRONG CULTURE AND EMPLOYMENT BRAND ENABLES US TO
ATTRACT AND RETAIN THE RIGHT PEOPLE

BEST IN CLASS DEVELOPMENT PROGRAMS AND BENCH
STRENGTH BUILD A TALENT PIPELINE THAT
SUPPORTS OUR GROWTH

NEVER SETTLE ATTITUDE MEANS WE ARE ALWAYS LOOKING FOR
WAYS TO DRIVE ENGAGEMENT AND PRESERVE OUR CULTURE AS
WE GROW

Attachment: lazy dog - concept deck (5.2023) v2 (Pre-Application Discussion - Proposed

FOOD AND DRINK



6.B.c

Attachment: lazy dog - concept deck (5.2023) v2 (Pre-Application Discussion - Proposed

EAT.

DRINK.



Creamy Dijon Chicken

ELEVATED COMFORT
FOODS



Sticky Ribs &
Umami Fries



Crispy Deviled Eggs

APPROACHABLE
INNOVATION



Spaghetti Squash &
Beetballs



Smoked Maple Bacon Old
Fashioned

SPECIALTY
COCKTAILS



Mango Chili Margarita



Huckleberry Haze IPA

HOUSE CRAFT BEER
PROGRAM



Bonita, Bonita,
Mountain Style Pale Ale

Attachment: lazy dog - concept deck (5.2023) v2 (Pre-Application Discussion - Proposed

HANDCRAFTED MENU FEATURING WIDE SELECTION OF ARTISANAL FOOD + DRINK

6.B.c

STARTERS



Queso Dip



Jumbo Coconut Shrimp

SMALL PLATES



Cheddar Cheese Curds



Buffalo Chicken Nuggets

MEAT + CHICKEN



BBQ Bison Meatloaf



Grilled Lemon Chicken

OFF-PREMISE



TV Dinners

FISH



Ginger Soy Salmon



Beer Battered Fish + Chips

SANDWICHES



Fried Chicken Sandwich



Pot Roast Beef Dip

BURGERS



All-American Burger

SALADS



Tex-Mex Salad



Jolene's Wings & Beer

NOODLES



Fettuccine Alfredo

MEATLESS



Nashville Hot Portobello

DESSERTS



Pineapple Upside Down Cake



Apple-Huckleberry Open Face Pie

COCKTAILS

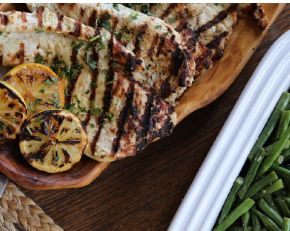


Smoked Maple Bacon Old Fashioned

CRAFT-BEER



Huckleberry Haze IPA



Friends & Family Meals

NEW RESTAURANT DEVELOPMENT



6.B.c

Attachment: lazy dog - concept deck (5.2023) v2 (Pre-Application Discussion - Proposed

RESTAURANT SITE CRITERIA



KEY SITE SELECTION CRITERIA

BUILDING
SIZE:

- 7,500 – 8,500 sf building
- 1,000 – 2,000 sf patio
- Land or pad
- Freestanding, end-cap, or conversion

SEATING:

- 250-350 depending on site

PARKING:

- 150 – 200

SITE
ATTRIBUTES:

- Strong visibility and signage
- Accessibility from major highways and thoroughfares
- Sufficient parking availability

TRAFFIC
GENERATORS:

- High traffic patterns from strong guest migratory patterns:
 - Dense residential
 - Lifestyle or retail center
 - Office buildings
 - Hotels
 - Entertainment

POPULATION:

- Residential: 100k
- Approximately ~17 min drive time

Attachment: lazy dog - concept deck (5.2023) v2 (Pre-Application Discussion - Proposed

INSPIRED RUSTIC DESIGN CREATES DISTINCTIVE AMBIANCE

6.B.c



Décor celebrates the majestic scenery
of the Rocky Mountains

Artisan finishes and artwork



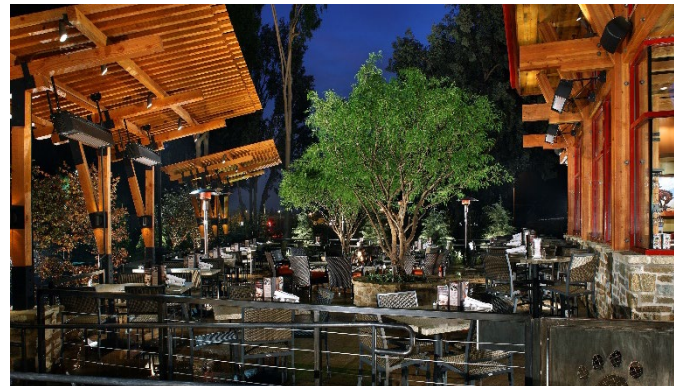
Open display kitchens highlight
creative scratch cooking

Warm interiors and lodge-
inspired furnishings



Lively wrap-around bars with
state-of-the-art A/V

Inviting, dog-friendly patios
with lush landscaping



Attachment: lazy dog - concept deck (5.2023) v2 (Pre-Application Discussion - Proposed



Attachment: lazy dog - concept deck (5.2023) v2 (Pre-Application Discussion - Proposed



Action Item : Pre-Application Discussion - Proposed Belle Tire at 704 E Lake Cook Road

Recommendation of Action

Staff recommends discussion and referral to the Planning & Zoning Commission.

Belle Tire, Inc is looking to develop a 9,800 square foot Belle Tire automobile repair facility on the property located at 704 East Lake Cook Road. The subject property is 1.06-acres and is Lot 3 of the Bluestone Resubdivision, which includes the Ricky Rockets Gas Station, Convenience Store, Carwash, and proposed self-storage facility development. As the petitioner is finalizing their plans, they are seeking comments from the Village Board along with a referral to the Planning & Zoning Commission. The petitioner will provide the Village Board with an overview of their concept plan at the August 21, 2023 Village Board meeting.

ATTACHMENTS:

- BOT Memo (PDF)
- Plan Set (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, August 21, 2023	
-------------------------	--

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: August 21, 2023

TO: Dane Bragg, Village Manager

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

SUBJECT: **Pre-Application Discussion** - Proposed Belle Tire at 704 E Lake Cook Road

Background

Belle Tire, Inc is looking to develop a Belle Tire automobile repair facility on the property located at 704 East Lake Cook Road. The proposed building would be approximately 9,800 square feet in area.

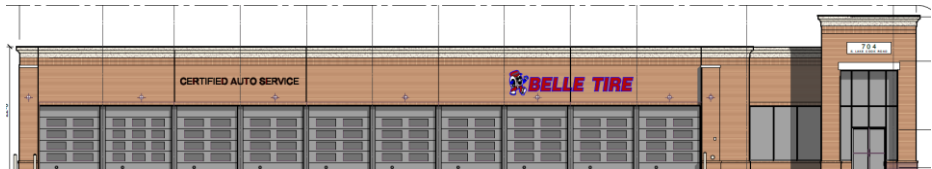
The subject property is 1.06-acres and is Lot 3 of the Bluestone Resubdivision, which includes the Ricky Rockets Gas Station, Convenience Store, Carwash, and the proposed self-storage facility development.

Based upon the plans we have received at this time, the project will require an amendment to the Planned Unit Development approved by Ordinance No. 2021-67, approval of an automobile repair - minor use, and Preliminary Plan approval. Prior to starting the formal application process, the petitioner is seeking comments from the Village Board along with a referral to the Planning & Zoning Commission.



Proposed Plan

The Petitioner is proposing to construct a 9,800-square-foot single-story Belle Tire store with ten service bays. Belle Tire sells and installs passenger vehicle tires as well as offers various minor automotive repairs such as brakes, alignments, and oil changes. All repair and installation work and all storage of new and scrap tires will take place inside the building. The facility will not perform any significant repairs, including engine or transmission repairs or bodywork.



Planning & Zoning Analysis

Use: The 2009 Comprehensive Plan calls for the property to be an industrial use. The site was rezoned from Industrial to the B-3 District as part of the Ricky Rockets development. The PUD would be amended to allow for the minor automobile repair use as the B-3 District does not allow for that type of use. This type of use is warranted and appropriate as it complements the other

Attachment: BOT Memo (Pre-Application Discussion - Proposed Belle Tire at 704 E Lake Cook Road)

uses in the Ricky Rockets center and outlots and is becoming a prime center for automobile service, maintenance, and care.

Bulk and Height

The majority of the all-brick 9,800 building will be 22'-8" in height, with the front entrance element being the highest point at 28', which meets code. The building meets all setback requirements.

Site Access, Circulation, and Parking:

Access to the site will be provided through the existing Ricky Rockets site off of Lake Cook Road by the right-turn-only lane. The site will also be accessible from the existing shared private drive north of the Ricky Rockets site. The site will have two-way traffic circulation on the north, south, and west of the building and one-way traffic circulation on the east. Truck deliveries will be made from the shared private drive north of the site.

A total of 40 parking stalls (2 ADA compliant stalls) are provided on the site and meet the Village Code requirement.

Landscaping and Building Elevations:

The petitioner has provided a preliminary landscape plan showing the addition of shade and ornamental trees and evergreen shrubs. The proposed elevations are included in the packet.

Action Requested

The Petitioner is seeking comments from the Village Board related to the proposed plan. Should the Board conceptually support the plan, the item can be referred to the Planning and Zoning Commission for discussion of specific details.



CHRISTOPHER ENRIGHT ARCHITECTS

A PROFESSIONAL CORPORATION

Andrew Binder, AICP
Associate Planner
Community Development Department
50 Raupp Blvd.
Buffalo Grove, IL 60089

RE: Belle Tire Buffalo Grove
Petition for Concept Review
704 E. Lake Cook Road

July 28, 2023

Mr. Binder,

Belle Tire Distributors, Inc./Barnes Development Company, LLC, contract purchaser of the property located at 704 East Lake Cook Road, is pleased to present this proposal to the Village of Buffalo Grove for the construction of a new Belle Tire store, a 9,800 square foot single story brick and cast stone veneer building with related infrastructure improvements.

We are respectfully requesting Concept Review for this Preliminary Plan and PUD Amendment to construct an Automobile Repair, Minor facility on this property zoned B-3 Planned Business Center District. Please refer to the following Belle Tire Introduction and Document List provided per the Community Development Department's Submission Materials Checklist.

Belle Tire Introduction

Belle Tire, celebrating 100 years last year, is a company privately owned by the Barnes family headquartered in Allen Park, Michigan. The company was started by Mr. Sam Waze in 1922 who named the business after his wife, Belle. The Waze family eventually partnered with the Barnes family, who purchased the interests in the early 1960's and is now in the third generation of ownership. Currently, Belle employs more than 2,000 people and has over 130 locations in Michigan, Ohio, Indiana, and Illinois. Construction is currently underway in 13 locations (Carol Stream, Crestwood, Sycamore, Hoffman Estates, Vernon Hills, Bloomington, Oswego, Alsip, Plainfield, Algonquin, Rockford, Crystal Lake, and Decatur) with 21 recently opened (Villa Park, Naperville, Joliet, Shorewood, Aurora, Mokena, St. Charles, West Chicago, Yorkville, Montgomery, Romeoville, Orland Park, Elgin, Bloomingdale, Melrose Park, Huntley, Bradley, Batavia, Carpentersville, Westmont, and Palatine) in Illinois with 50 planned in 3 years. Photos of nearby stores recently or soon to be completed may be found on the last two pages.

Belle sells and installs passenger vehicle tires, various automotive parts and offers minor automotive repairs such as brakes, alignments, batteries, shocks and struts and

oil changes. No major engine, transmission repair or body work is conducted in the facility. All repair and installation work will take place inside the building and though rare, if vehicles are left overnight, they are stored inside. All scrap tires are stored in a specifically designated area inside the facility and are picked up by Belle vehicles on a regular basis. All floor drains in the service area are connected to an oil / water separator to prevent any unapproved chemicals from reaching the sanitary system. No outdoor displays are used.

Sales staff and porters handle all customer vehicles for service, and customers are discouraged from entering the service area. A well-appointed customer lounge is provided for those who choose to wait for service and installation to be completed. Since the service doors are clear glass, staff will not use vehicle horns to alert staff to open doors. There are no outdoor annunciators, PA systems or other noxious exterior noise sources. Electric tire equipment will reduce any potential noise concerns. Belle Tire has created a significant in-house Property Management group that is responsible for all maintenance, repair and care of the property and building after construction. Should the Village require to contact Belle for any reason, staff at headquarters is available 24 hours a day, seven days a week.

Hours of operation in all stores is Tuesday, Wednesday and Friday – 8:00 a.m. to 6:00 p.m., Monday and Thursday – 8:00 a.m. to 8:00 p.m., Saturday – 8:00 a.m. to 5:00 p.m. and closed on Sunday. This location anticipates a maximum employee shift of 10 to 15 employees on staff in various capacities. Business deliveries occur 2-3 times a week for approximately 30 minutes per visit.

The exterior of the facility is comprised of brick veneer, cast stone detailing, small continuous EIFS cornice, clear glazing and aluminum frame at the showroom, striated clear glazing and aluminum frame at the remaining inventory areas, and wall washing feature lighting at the perimeter of the building. All landscape, lighting and site elements meet or exceed Village standards. One HVAC roof top unit is proposed and will be obscured by parapet walls and the proposed entry tower. All other roof elements such as plumbing vents, exhaust fans and the like will be obscured by the parapet walls at the rear portion of the building. The interior of the facility is completely suppressed with an NFPA approved sprinkler system.

Documents included in this submittal package:

1. Petition for Concept & Preliminary Plan Review
2. Dimensioned Site Plan and Preliminary Landscape Plan; SK-1 dated 01/18/2023
3. Rendered and Dimensioned Elevations

We are looking forward to working with Village staff on this new development.

Sincerely,



Christopher Enright, NCARB



Palatine – Opened June 2023



Hoffman Estates – Opening August 2023



Melrose Park – Open February 2023



Carpentersville – Opened March 2023

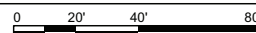


Villa Park – Open November 2021



Site Plan

SCALE: 1" = 40'





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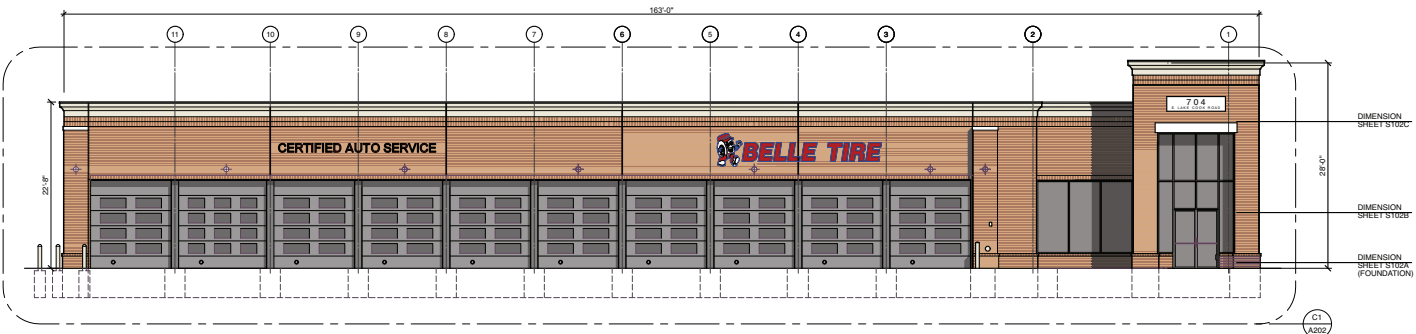
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ing Elevations

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01

Attachment: Plan Set (Pre-Application Discussion - Proposed Belle Tire at 704 E Lake Cook Road)



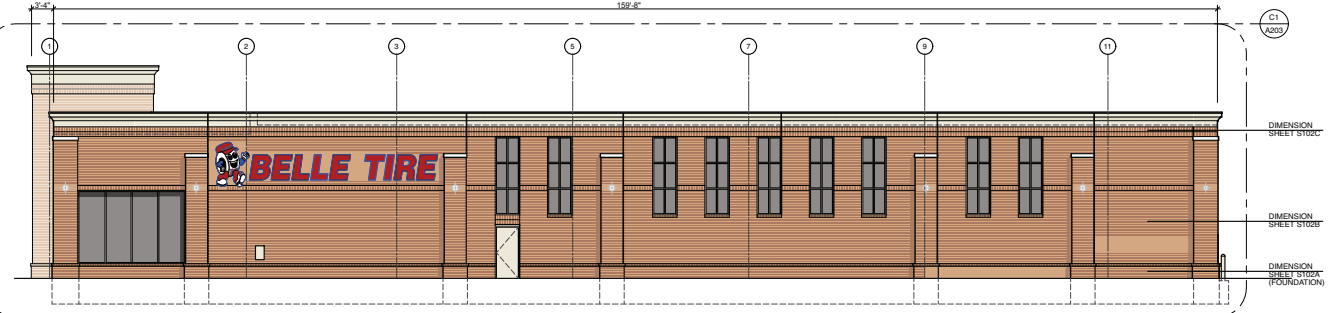
B1
A201
SCALE: 1/8" = 1'-0"



D1
A201
SCALE: 1/8" = 1'-0"

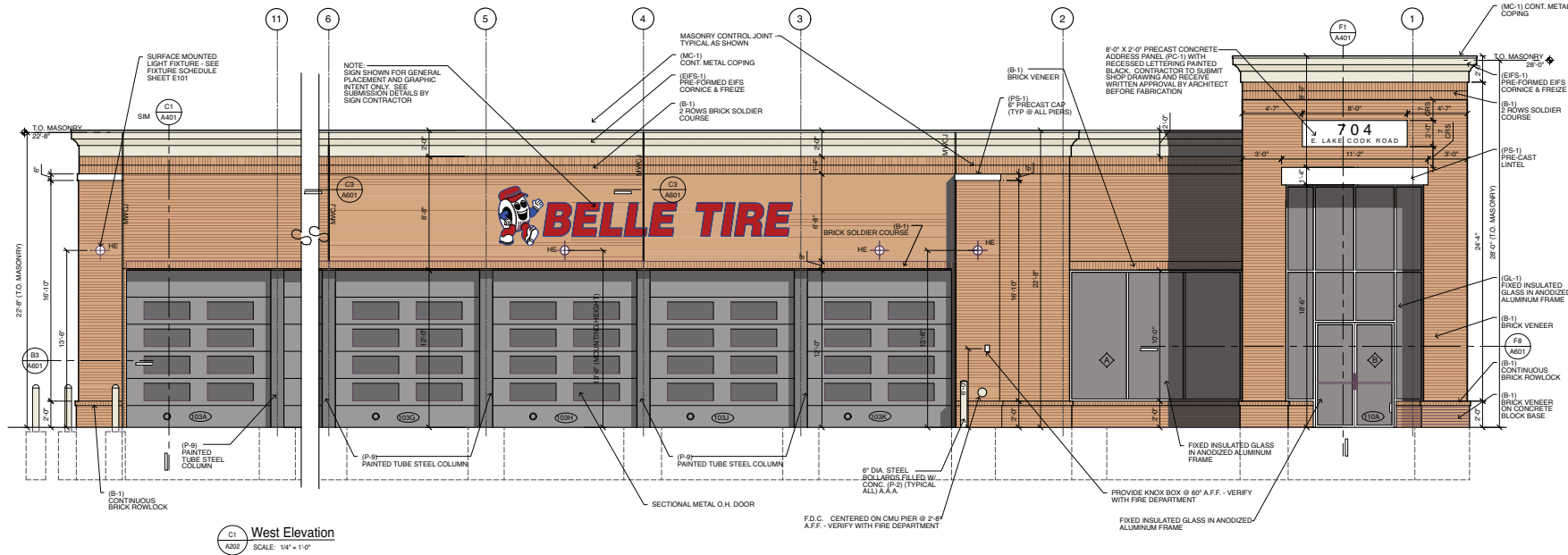


D5
A201
SCALE: 1/8" = 1'-0"



F1
A201
SCALE: 1/8" = 1'-0"

EXTERIOR MATERIALS / COLORS	
MARK	DESCRIPTION
B-1	MARYSVILLE BY GLEN-GERY BRICK CO.
MC-1	DURO-LAST / FIRESTONE 2 PIECE SNAP-ON METAL FASCIA - COLOR TO MATCH EIFS - KYNAR FINISH
GL-1	GLAZING: STOREFRONT - 1" INSUL - PPG SOLARBRAND 60 SOLAR CONTROL LOW 'E' CLEAR, LOW REFLECTIVE INSULATING GLASS - IN BRONZE ANODIZED FRAMING SYSTEM (TO MATCH EXISTING OR ARCHITECT APPROVED EQUAL) PROVIDE TEMPERED GLASS AS INDICATED ON A701
GL-2	GLAZING: 3/8" CLEAR TWIN WALL HONEYCOMB POLYCARBONATE PANELS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP.
PS-1	PRE-CAST STONE COLOR - BUFF. CONTRACTOR TO SUBMIT SAMPLE FOR ARCHITECT APPROVAL
P-1	#233 CAPE COD GREY - INDUSTRIAL ENAMEL - PRATT & LAMBERT
P-2	GRENADIER RED - INDUSTRIAL ENAMEL - PRATT & LAMBERT
P-3	COLOR TO MATCH BRICK VENEER - TO BE DETERMINED
P-4	DRYFALL BRILLIANT WHITE - @ INTERIOR ROOF DECK ONLY
P-5	GENERAL WHITE - INDUSTRIAL ENAMEL - PRATT & LAMBERT
P-6	SHERWIN WILLIAMS #7038 TONY TAUPE SATIN
P-7	BLACK SEMI-GLOSS SHERWIN WILLIAMS - INDUSTRIAL ENAMEL
P-8	BENJAMIN MOORE - "MARYVILLE BROWN" HC-75
P-9	SHERWIN WILLIAMS - SW7047 "PORPOISE"



C1 West Elevation
SCALE: 1/4" = 1'-0"



F1 South Elevation
SCALE: 1/4" = 1'-0"

EXTERIOR MATERIALS / COLORS	
MARK	DESCRIPTION
B-1	MARYSVILLE BY GLEN-GERY BRICK CO.
MC-1	DURO-LAST / FIRESTONE 2 PIECE SNAP-ON METAL FASCIA - COLOR TO MATCH EIFS - KYNAR FINISH
GL-1	GLAZING: STOREFRONT - 1" INSUL - PPG SOLARBARRIER 80 SOLAR CONTROL LOW 'E' CLEAR, LOW REFLECTIVE INSULATING GLASS - IN BRONZE ANODIZED FRAMING SYSTEM (TO MATCH EXISTING OR ARCHITECT APPROVED EQUAL) PROVIDE TEMPERED GLASS AS INDICATED ON A701
GL-2	GLAZING: 3/8" CLEAR TWIN WALL HONEYCOMB POLYCARBONATE PANELS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP.
PS-1	PRE-CAST STONE COLOR - BUFF. CONTRACTOR TO SUBMIT SAMPLE FOR ARCHITECT APPROVAL
P-1	#2033 CAPE COO GREY - INDUSTRIAL ENAMEL - PRATT & LAMBERT
P-2	GRENADEER RED - INDUSTRIAL ENAMEL - PRATT & LAMBERT
P-3	COLOR TO MATCH BRICK VENEER - TO BE DETERMINED
P-4	DRYFALL BRILLIANT WHITE - @ INTERIOR ROOF DECK ONLY
P-5	GENERAL WHITE - INDUSTRIAL ENAMEL - PRATT & LAMBERT
P-6	SHERWIN WILLIAMS #7038 TONY TAUPÉ SATIN
P-7	BLACK SEMI-GLOSS SHERWIN WILLIAMS - INDUSTRIAL ENAMEL
P-8	BENJAMIN MOORE - "MARYVILLE BROWN" HC-75
P-9	SHERWIN WILLIAMS - "SW7047" "PORPOISE"

Attachment: Plan Set (Pre-Application Discussion - Proposed Belle Tire at 704 E Lake Cook Road)



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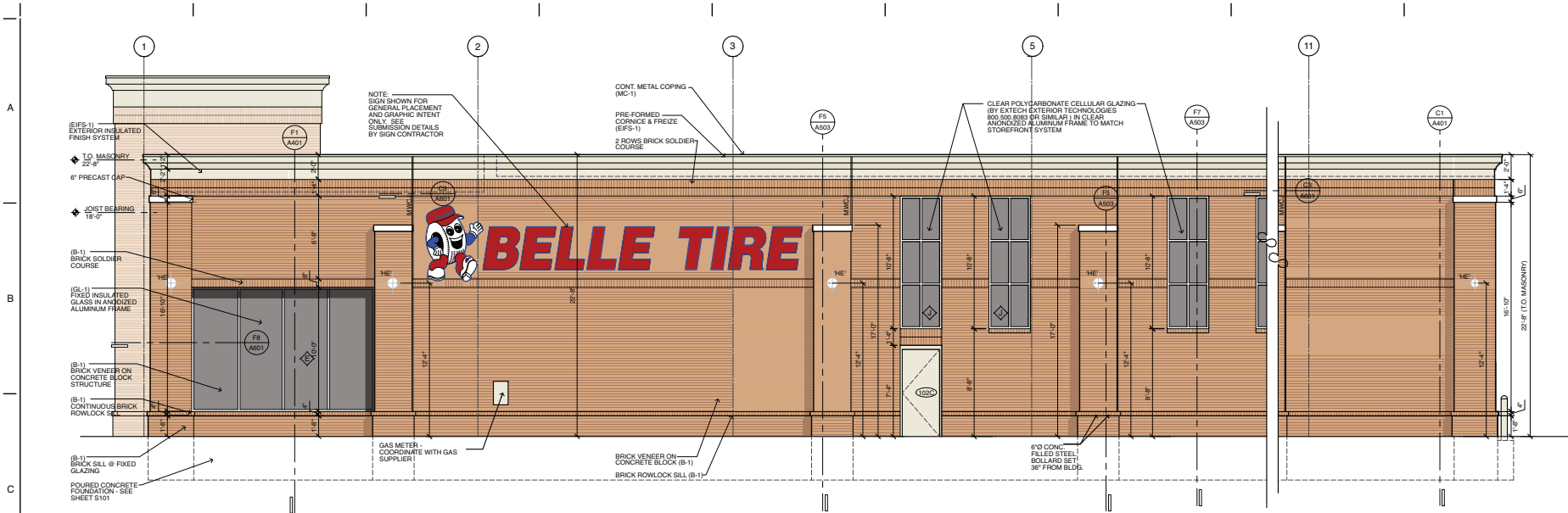
Cook Road
@ IL 60089

ing Elevations

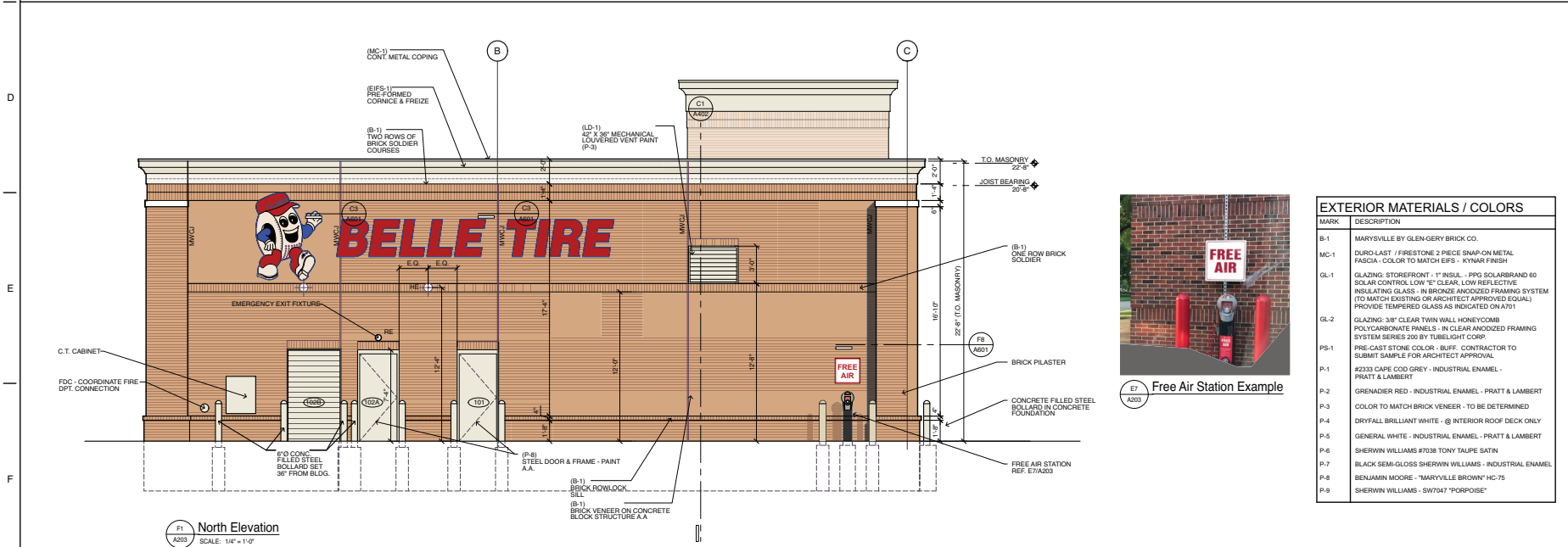
July 28, 2023

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02



C1 East Elevation
A203 SCALE: 1/4" = 1'-0"



F1 North Elevation
A203 SCALE: 1/4" = 1'-0"



EXTERIOR MATERIALS / COLORS	
MARK	DESCRIPTION
B-1	MARYSVILLE BY GLEN-GERY BRICK CO.
MC-1	DURO-LAST / FIRESTONE 2 PIECE SNAP-ON METAL FASCIA - COLOR TO MATCH EIFS - KYNAR FINISH
GL-1	GLAZING: STOREFRONT - 1" INSUL - PPG SOLARBRAND 60 SOLAR CONTROL LOW 'E' CLEAR, LOW REFLECTIVE INSULATING GLASS - IN BRONZE ANODIZED FRAMING SYSTEM (TO MATCH EXISTING OR ARCHITECT APPROVED EQUAL) PROVIDE TEMPERED GLASS AS INDICATED ON A701
GL-2	GLAZING: 3/8" CLEAR TWIN WALL HONEYCOMB POLYCARBONATE PANELS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP.
PS-1	PRE-CAST STONE COLOR - BUFF. CONTRACTOR TO SUBMIT SAMPLE FOR ARCHITECT APPROVAL
P-1	#2333 CAPE COD GREY - INDUSTRIAL ENAMEL - PRATT & LAMBERT
P-2	GRENADIER RED - INDUSTRIAL ENAMEL - PRATT & LAMBERT
P-3	COLOR TO MATCH BRICK VENEER - TO BE DETERMINED
P-4	DRYFALL BRILLIANT WHITE - @ INTERIOR ROOF DECK ONLY
P-5	GENERAL WHITE - INDUSTRIAL ENAMEL - PRATT & LAMBERT
P-6	SHERWIN WILLIAMS #7038 TONY TAUPE SATIN
P-7	BLACK SEMI-GLOSS SHERWIN WILLIAMS - INDUSTRIAL ENAMEL
P-8	BENJAMIN MOORE - "MARYVILLE BROWN" HC-75
P-9	SHERWIN WILLIAMS - SW7047 "PORPOISE"

Attachment: Plan Set (Pre-Application Discussion - Proposed Belle Tire at 704 E Lake Cook Road)



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@ IL 60089

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July 28, 2023

03



Action Item : Pre-Application Discussion- Proposed Mixed Use Development at 915-945 Dundee Road

Recommendation of Action

Staff recommends discussion and referral to the Planning & Zoning Commission.

Shorewood Development Group (SDG) has entered into a contract to purchase the former Rohrman car dealership site located at 915-945 Dundee Road and redevelop the existing property with a new car franchise as well as retail and multi-family residential. SDG is preparing to finalize their plans for the mixed-use project and is seeking comments from the Village Board along with a referral to the Planning & Zoning Commission.

ATTACHMENTS:

- BOT Memo Referral (DOCX)
- Plan Set (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, August 21, 2023

VILLAGE OF BUFFALO GROVE



DATE: August 17, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development

SUBJECT: Inducement Resolution- Shorewood Development Group

BACKGROUND

Shorewood Development Group (SDG) has entered into a contract to purchase the former Rohrman car dealership site located at 915-945 Dundee Road and redevelop the existing property with a new car franchise as well as retail and multi-family residential. SDG is preparing to finalize their plans for the mixed-use project and is seeking comments from the Village Board along with a referral to the Planning & Zoning Commission. The developer will provide the Village Board with an overview of their concept plan at the August 21, 2023 Village Board meeting. At this time, it is anticipated that the project would require a Preliminary Plan Approval, rezoning to B3 and R9 Planned Development. The following memorandum provides a summary of their project.



PROPOSED PROJECT

While the proposed project is just at the beginning phases, SDG's plan looks to redevelop the 16-acre property with a new car franchise (to be announced soon) and a service/repair center, 30,000-40,000 square feet of new retail and a 197 unit luxury multi-family residential project.



Conceptual rendering looking southeast

SDG has prepared a conceptual rendering of their proposed project. While the plan will evolve as they work through the Village's entitlement process and based on feedback from tenants, their concept will include:

Car Dealership

- SDG is proposing to demolish the 2 existing buildings on the east side of the site and construct a 50,000 square foot new car franchise and service/repair center on the 5.6 acre portion of the site.
- The new car franchise is a nationally recognized brand that will provide significant economic impact to the Village.



Conceptual rendering looking southwest

Retail Outlots

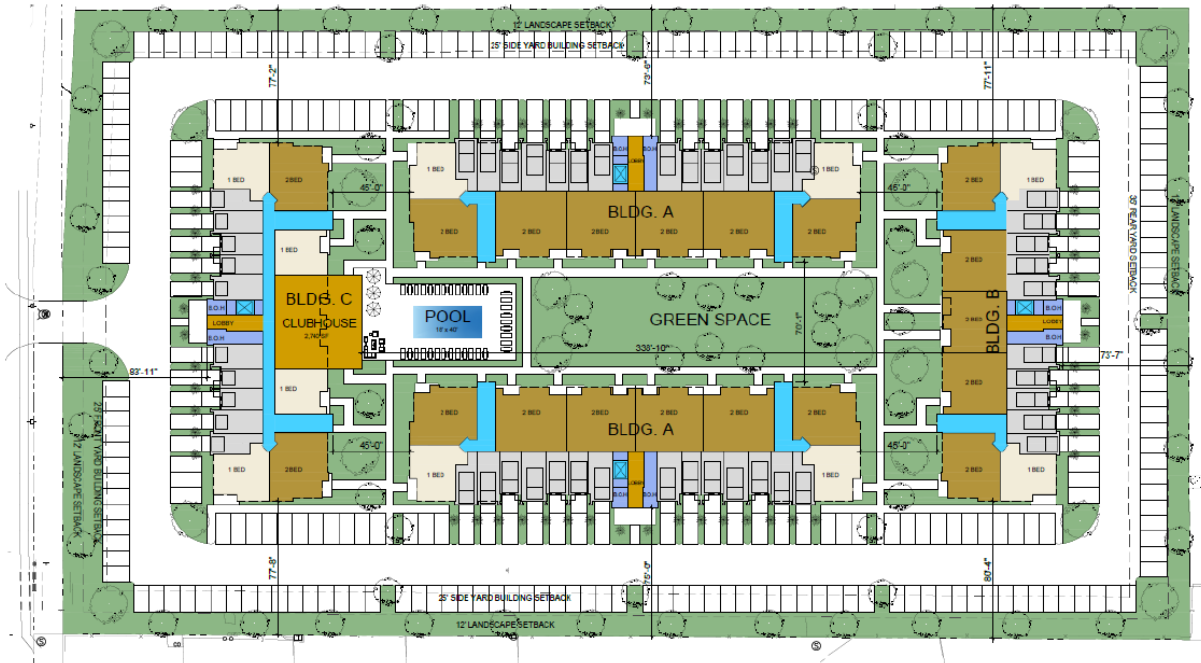
- The western part of the site along Dundee Road will include 2 commercial outlots on 5 acres.
- The plans shown are conceptual in nature, however they show how the 2 outlots could be developed with multiple retail and commercial buildings totaling approximately 40,000 square feet.



Conceptual rendering of outlets looking southwest

Multi-Family Residential

- As part of the project, SDG has partnered with Double Eagle Development to develop the 5.7 acres on the south side of the site with a 197-unit luxury rental project.
- The project includes four 4-story residential buildings surrounding a greenspace with a pool and clubhouse.
- Each building will contain a mix of 1-bed and 2-bed units with garages.



- Each building will be 4-stories in height.
- Double Eagle has not finalized their architecture; however, they have provided some example elevations of this type of project.



PROCESS

Once the Board provides feedback, the item can be referred to the Planning and Zoning Commission to discuss more specific details concerning parking, setbacks, building design, signage, and other bulk regulations. Based on the current configuration, the following approvals will be required:

- Preliminary plan approval
- Rezoning to B3 Commercial and R9 Multiple Family
- Special use for a Planned Development

TIF REIMBURSEMENT

In March 2023, the Village Board approved an inducement Resolution to allow SDG to potentially be reimbursed for TIF eligible expenses, should the Dundee Road TIF be approved. This Resolution does not commit the Village to reimburse SDG. Rather it allows for them to seek reimbursement as part of a redevelopment agreement with the Village, which would be considered at a later date. Pursuant to the TIF Act, eligible reimbursements may include, but are not limited to:

- Public infrastructure
- Land assemblage
- Site preparation
- Studies, surveys and plans
- Financing costs

Any reimbursement is subject to review and approval by the Village Board through a redevelopment agreement. That agreement will require SDG to provide detailed specifics about eligible expenses which would be reviewed and evaluated by the Village.

ACTION REQUESTED

The Developer is seeking comments from the Village Board related to the concept plan. Staff recommends that this item be referred to the Planning and Zoning Commission to begin the public hearing process.



PROPOSED BUFFALO GROVE DEVELOPMENT

The 16.9-acre site situated at the southwest quadrants of East Dundee Road (*IL Route 68*) and Old Arlington Heights Road intersection is currently marred by vacant and deteriorating structures, symbolizing years of underutilization, neglect and disrepair.

The site requires a comprehensive overhaul of the stormwater management system, along with revisions to FEMA's floodplain maps. This project will create substantial enhancements to the site's condition, achieved through the introduction of an updated stormwater management system, revitalized landscaping, new retail tenants and a high-quality residential component.

The proposed site grading and utility design have been orchestrated to not only regulate stormwater effectively, but also to elevate the overall quality of stormwater runoff.

In close collaboration with the Village of Buffalo Grove's staff, a meticulously curated landscaping and grading layout has been designed, seamlessly harmonizing with the development to introduce an element of visual allure.

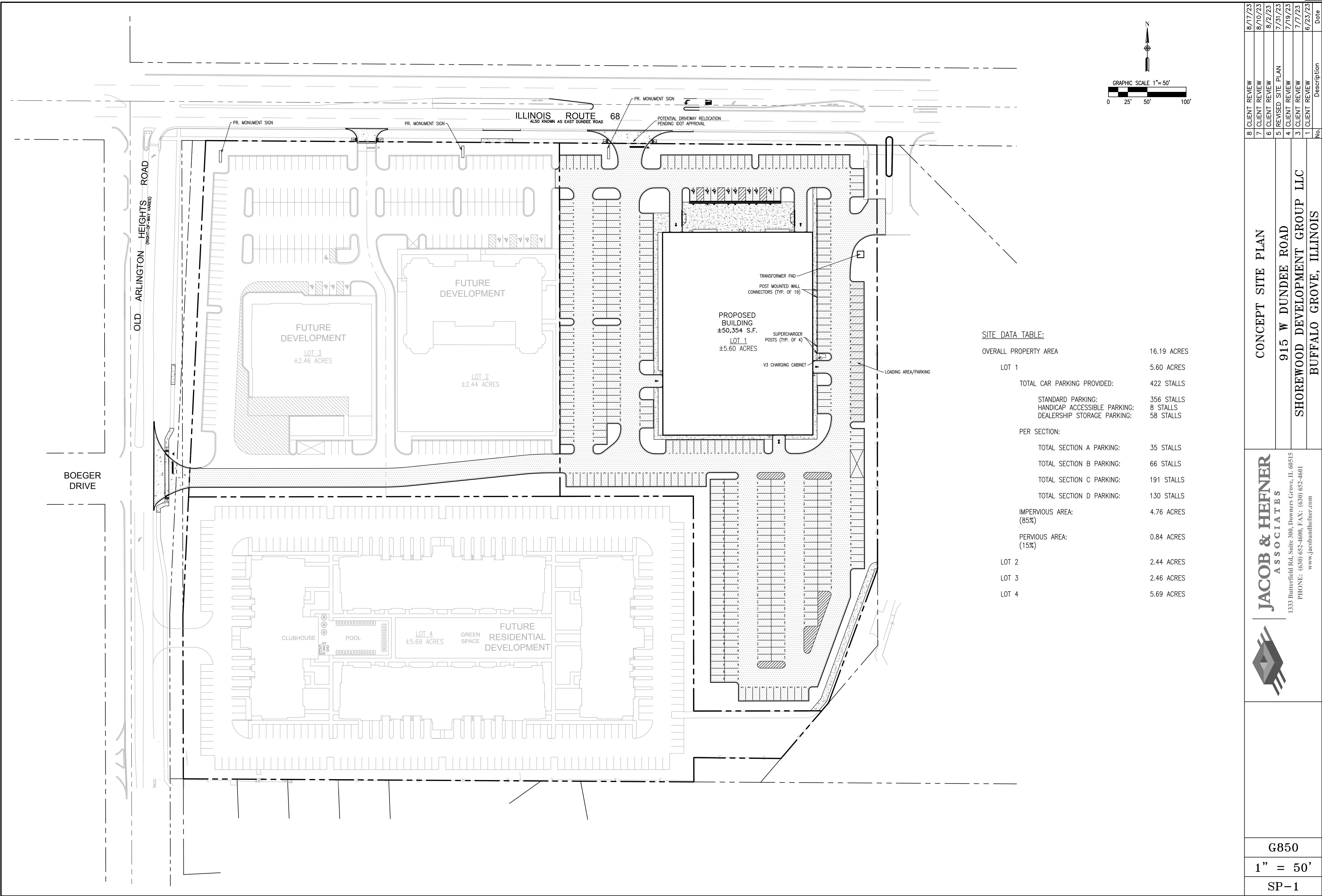
Acknowledging the operational requisites of the automotive business tenant, we respectfully request the removal of landscape island requirements for Lot 1's southernmost parking field (*south side*).

Furthermore, in a bid to encourage pedestrian movement and foster local community accessibility, a pedestrian pathway is envisioned to connect the residential parcel with Bison Park.

The rejuvenated site will bring forth new housing, employment opportunities, and sales tax revenue for the Village of Buffalo Grove. What was once an abandoned space will thus yield significant economic advantages for the community, transforming a blighted corner of the village into a distinguished development, catering to both residential living and recreational pursuits.

SUMMARY

Shorewood Development Group would like the support of the Village of Buffalo Grove to help create a vibrant new mixed-use development that will provide several positive contributions to the community. The development will offer dynamic new places to live, shop, and dine.



CONCEPT SITE PLAN		8/17/23	8/17/23	6.D.b
		7/10/23	8/10/23	
		6/2/23	8/2/23	
		5/31/23	7/31/23	
		4/19/23	7/19/23	
		3/7/23	7/7/23	
		1/6/23	6/23/23	
		No.	Description	Date
		915 W DUNDEE ROAD		
		SHOREWOOD DEVELOPMENT GROUP LLC		
		BUFFALO GROVE, ILLINOIS		
		JACOB & HEFNER ASSOCIATES		
		1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515		
		PHONE: (630) 652-4600, FAX: (630) 652-4601		
		www.jacobandhefner.com		
		Attachment: Plan Set (Pre-Application Discussion- Proposed Mixed Use Development at 915-945 Dundee Road)		
		G850		
		1" = 50'		
		SP-1		
		Packet Pg. 134		



6.D.B
Attachment: Plan Set (Pre-Application Discussion, Proposed Mixed Use Development at 916-946 Dundee Road)



DOUBLE EAGLE DEVELOPMENT

332 North Arlington Heights Road



Overview

Double Eagle Development ("Double Eagle") has commenced a partnership with Shorewood Development ("Shorewood") to develop approximately 5.5 acres of land located at 332 North Arlington Heights Road. Shorewood is under contract to purchase approximately 16 acres of land at the southeast corner of North Old Arlington Heights Road and East Dundee Road. Shorewood plans to develop 10.5 acres for retail use and sell the remaining 5.5 acres to Double Eagle to develop a multifamily residential community.

Presently the 16 acres consist of car dealerships that have been vacant for over 10 years. The development vision is to revitalize this blighted area with new retail along Dundee Road and luxury rental housing on the southwest interior portion of the site.

The partnership's goal is to provide high quality redevelopment of the 16 acres that will benefit the Village of Buffalo Grove and its residents by creating job opportunities, strengthening the Dundee commercial corridor, enhancing the tax base, and diversifying the housing stock with underrepresented luxury rental offerings. Double Eagle and Shorewood are committed to delivering thoughtfully designed buildings that will reactivate the area and serve the community.

Residential Vision

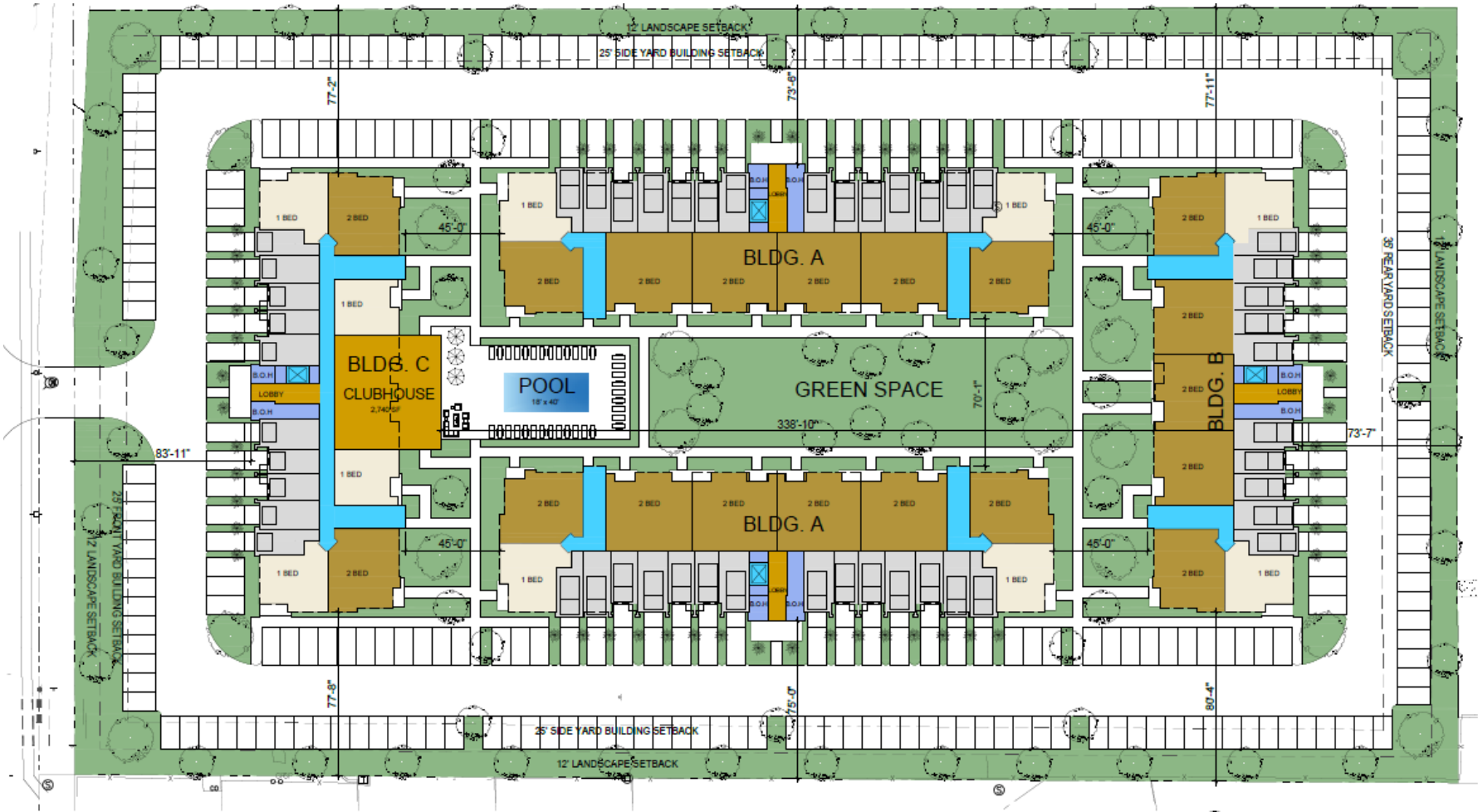
Double Eagle's proposed vision for the residential development is to create an elegant and well-appointed community that will attract and retain residents to Buffalo Grove and compliment the surrounding neighborhood. Our goal is to provide much needed new luxury rental offerings that will cater to the needs of today's suburban lifestyle.

The project will consist of approximately 200 residences situated within four four-story luxury buildings. The building designs will reflect the architectural character of the modern homes recently built in the area. Throughout the community there will be lush landscaping including a central community green space. Residents in the community will enjoy a variety of convenient amenities including a fitness center, coworking area, reservable lounge, outdoor pool, grill stations, fire pits, and a dog park. Select ground level unit will have their own direct front door, a private yard, and attached garage. Upper floor units will have elevator access, balconies, and the option to rent garage space.

The benefits of the design lie in its balance of proper height, practical density, varied parking options, and well curated open space. The orientation of the buildings will create a serene central space while also providing generous separation from neighboring properties. Residents will be attracted to the community because of its relatability to sophisticated suburban single-family living combined with white glove professional management and convenient amenities.

The proposed project will deliver a type of residential offering that has been ultra successful in like-kind communities such as Deer Park, Vernon Hills, and Wheeling. Double Eagle is honored to have the opportunity to deliver a beautiful and enduring development to the Buffalo Grove community.

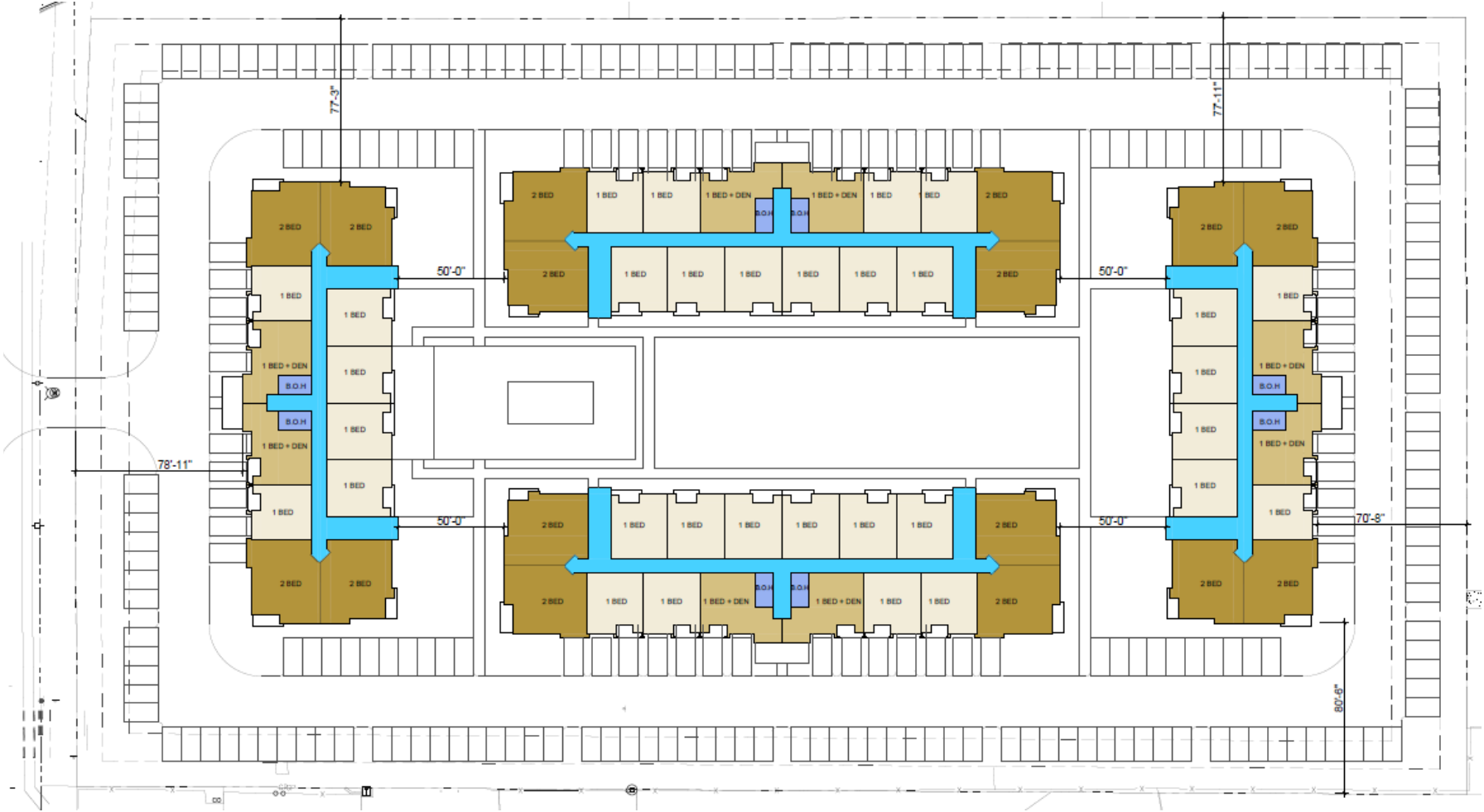
Old Arlington Heights Road



Project Summary

- 197 units**
- 106 1 BD
 - 24 1 BD + Den
 - 67 2 BD
- 346 parking spaces**
- 48 garages
 - 298 surface

Old Arlington Heights Road



Precedent Images – Look and Feel



Attachment: Plan Set (Pre-Application Discussion- Proposed Mixed Use Development at



Resolution No. R-2023-22 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes

Recommendation of Action

Staff recommends approval.

SUMMARY: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: June 19, 2023.

ATTACHMENTS:

- RESOLUTION - 082123 (DOC)

Trustee Liaison

Ms. Sirabian

Staff Contact

Jessie Brown, Community Development

Monday, August 21, 2023	
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RESOLUTION No. 2023-

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

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, pursuant to Section 2.06 of the Open Meetings Act:

SECTION ONE: On July 17, 2023, the Corporate Authorities of the Village voted to approve the following Closed Session minutes:

June 19, 2023

SECTION TWO: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the approved minutes listed in Section One.

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

AYES: _____

NAYS: _____

ABSENT: _____

st

PASSED AND APPROVED this 21st day of August 2023

Eric Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: RESOLUTION - 082123 (R-2023-22 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes)



Ordinance No. O-2023-87 : Ordinance Authorizing a Development Improvement Agreement with Driven Car Wash at 301 N. Milwaukee Road

Recommendation of Action

Staff recommends approval subject to the review and approval by the Village Attorney.

SUMMARY: A development agreement was previously approved for this project. A new developer has purchased the project therefore a new Development Improvement Agreement is necessary. Staff recommends approval of the agreement, subject to the receipt of the required fees, and Village Engineer and Village Attorney review.

ATTACHMENTS:

- Memo T Bragg_301 N McHenry Rd DIA_7-10-2023 (DOCX)
- DRAFT_DIA_301 Milwaukee_7-10-2023 (DOCX)
- Ordinance_DIA-301 N Milwaukee Rd_7-10-2023 (DOCX)
- 1 - 23-095 Driven Car Wash SITE IMPROVEMENT PLANS-2023-08-08-signed
- 23-095 POE-stormwater-7-12-23 (PDF)

Trustee Liaison

Stein

Staff Contact

Kyle Johnson, Engineering

Monday, August 21, 2023	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: August 17, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Village Engineer
SUBJECT: 301 N. Milwaukee Road Development Improvement Agreement

Driven Car Wash, the developers of 301 N. Milwaukee Road, are proposing redeveloping the Grill on the Rock property along Milwaukee Road into a car wash facility.

The Board previously entered into a Development Improvement Agreement with Prestige BG LLC for the same development project (Ordinance No. 2022-106). Driven Car Wash has purchased the property and project documents from Prestige BG LLC and will be executing the development. The proposed DIA with Driven Car Wash will supplant the prior approved DIA.

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

Staff recommends Village Board approval of the DIA subject to review and approval by the Village Attorney.

DRIVEN CAR WASH
Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this 17th day of July, 2023 by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "Village"), and Driven Car Wash, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and in compliance with the Village's Development Ordinance, Developer has submitted to the Village certain (i) plans prepared by MG2A, who are registered professional engineers (the "Site Plan"), which Plans were approved by the Village pursuant to Ordinance No. _____ and (ii) additional plans and specifications prepared by designhaus inc. and Wave Outdoors dated 5.16.23 & 4.18.23 respectively and described in more detail in Exhibit "C" attached hereto and made a part hereof (the "Site Improvement Plans" and together with the Site Plan, the "Plans"); and,

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

NOW, THEREFORE, it is mutually agreed as follows:

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

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the improvement described in Exhibit "B" hereto. No later than three (3) business days following the execution of this Agreement and prior to the issuance of Village Permits, the Developer shall deposit a Letter of Credit acceptable to and in a form and substance approved by the Village in the original amount of Five Hundred Sixty-One Thousand Four Hundred Eighty-Five and 00/100 Dollars (\$561,485.00), as further described in Paragraph 9 herein (the "Letter of Credit").

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

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

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

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

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

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

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

been constructed as described above, notwithstanding the fact that all improvements within the Development may not be completed.

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

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

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

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

D. In order to guarantee and warranty the obligations of Paragraph 7 herein, an amount equal to fifteen (15%) percent of the total amount of the Letter of Credit, or an amount equal to fifteen (15%) percent of the cost estimate of the individual Improvement(s) shall be retained in the Letter of Credit

for a period of one-year beyond formal acceptance by the Village of the Improvement(s).

E. As a portion of the security amount specified in Paragraph 2, the Developer shall maintain a cash deposit with the Village Clerk in the amount of Five Thousand Six Hundred Sixty-Five Dollars (\$5,665.00). If roads are not maintained with a smooth and firm surface reasonably adequate for access of emergency vehicles such as fire trucks and ambulances, or if any condition develops which is deemed a danger to public health or safety by the Village of Buffalo Grove due to the actions of the Developer or his failure to act; and after written notice of this condition, the Developer fails to immediately remedy the condition; then the Village may take action to remedy the situation and charge any expenses which results from the action to remedy the situation to the cash deposit. Upon notification that the cash deposit has been drawn upon, the Developer shall immediately deposit sufficient funds to maintain the deposit in the amount of Five Thousand Six Hundred Sixty-Five Dollars (\$5,665.00). If the Developer has not made the additional deposit required to maintain the total cash deposit within three (3) days from the date he received notice that such additional deposit was required, it is agreed that the Village may issue a Stop Work Order or also may revoke all permits which the Developer had been granted. This cash deposit shall continue to be maintained until the maintenance guarantee period has lapsed. The deposit may be drawn upon by the Village if the conditions of this Agreement are not met by the Developer within five (5) days after receipt of a written notice of noncompliance with the conditions of this Agreement, except in cases of danger to public health and safety as determined by the Village, in which case, the deposit may be drawn upon immediately following notice to the Developer and his failure to immediately remedy the situation. After termination of the one-year maintenance period and upon receipt by the Village Clerk of a written request for release of the deposit, the Village will either notify the Developer that the Improvements are not in a proper condition for final release of the deposit, or shall release the deposit within fifteen (15) days.

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

the extent that the provisions of Paragraph 9 herein, and of the Letter of Credit, permit the Village to draw funds under such Letter of Credit, the Village hereby agrees to reduce the outstanding liability of the issuer of the Letter of Credit to the extent that funds are disbursed.

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

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

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

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

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

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

the preamble to this Agreement and expiring on the expiration of the one-year maintenance period is referred to herein as the "Term".

15. This Agreement and the obligations contained herein are in addition to, and not in limitation of, all other agreements between the Parties hereto and Ordinances of the Village including, without limitation, the Preliminary Plan and Zoning Ordinance approvals set forth in Ordinance No. 2022-084 dated August 15, 2022, and the obligations and conditions contained therein. Developer hereby affirms that they accept and shall comply with Ordinance No. 2022-084 and all of the conditions contained therein. This paragraph shall survive expiration of this agreement.

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

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

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

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Village President

DEVELOPER:

Driven Car Wash
44 S. Vail Avenue
Arlington Heights, IL 60005

By: _____
Name: _____
Title: _____

DRIVEN CAR WASH
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, AND 5 (EXCEPT THE SOUTHERLY 15 FEET OF LOT 5) IN BLOCK 2 IN UNIT NUMBER 2 IN COLUMBIAN GARDENS, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1926 AS DOCUMENT 282352, IN BOOK "P" OF PLATS, PAGE 92, IN LAKE COUNTY, ILLINOIS.

KNOWN AS: **301 N. MILWAUKEE AVENUE, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 15-35-301-001, 15-35-301-002, 15-35-301-003,
15-35-301-004, & 15-35-301-005

AREA = 38,744.96 SQ. FT. OR 0.89 ACRES

DRIVEN CAR WASH
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT B

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

DRIVEN CAR WASH
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering Plans prepared by: MG2A

Entitled: Driven Car Wash 301 N. Milwaukee Avenue Site Improvements Plans

Consisting of: 16 sheet(s), last revised 6/28/2023

Final Landscaping Plans prepared by: Wave Outdoors

Entitled: Drive – Buffalo Grove

Consisting of: 9 sheet(s), last revised 4/18/2023

Final Architectural Plans prepared by: designhaus inc.

Entitled: New Car Wash Building

Consisting of: 32 sheet(s), last revised 5/16/2023

(see following pages)

DRIVEN CAR WASH
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

Attachment: DRAFT_DIA_301 Milwaukee_7-10-2023 (O-2023-87 : 301 N. Milwaukee Road Development Improvement Agreement)

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING A
DEVELOPMENT IMPROVEMENT AGREEMENT WITH DRIVEN CAR WASH**

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

WHEREAS, the Village seeks to enter into a Development Improvement Agreement (DIA) with Driven Car Wash ("Developer") for site improvements associated with the commercial development at 301 N. Milwaukee Road,

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

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

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.

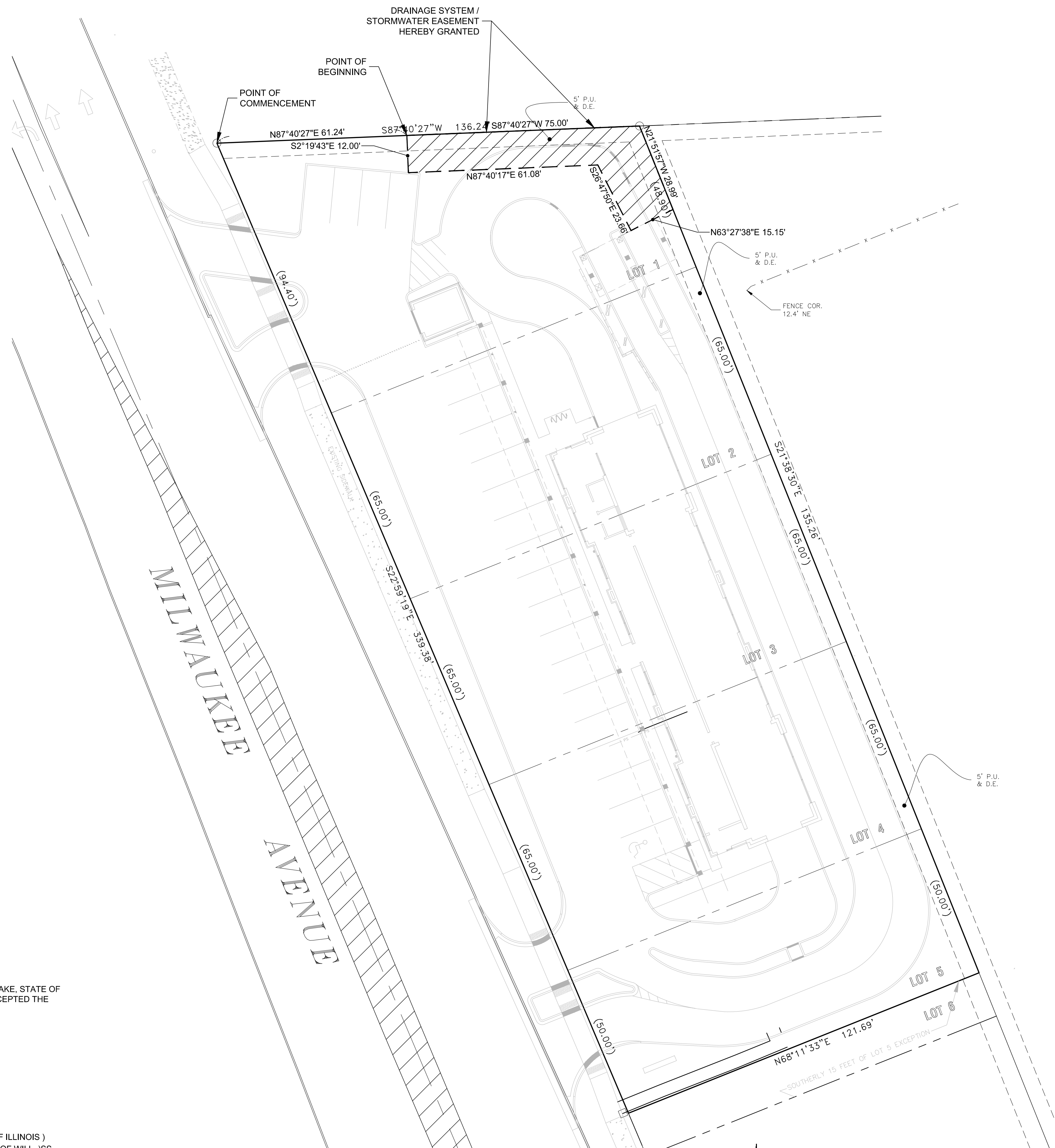
AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2023
 APPROVED: _____, 2023

APPROVED:

 Eric Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk



35-3558
PROFESSIONAL
LAND
SURVEYOR
STATE OF
ILLINOIS

ROBERT F. SLUIS
MANHATTAN, ILLINOIS



COMMENCING AT THE NORTHWEST CORNER OF LOT 1, THENCE BEARING NORTH 87 DEGREES 40 MINUTES 27 SECONDS EAST A DISTANCE OF 61.24 FEET TO THE POINT OF BEGINNING FOR THIS LAND DESCRIPTION; THENCE BEARING NORTH 87 DEGREES 40 MINUTES 27 SECONDS EAST A DISTANCE OF 75.00 FEET ; THENCE BEARING SOUTH 21 DEGREES 51 MINUTES 57 SECONDS EAST A DISTANCE OF 28.99 FEET ; THENCE BEARING SOUTH 63 DEGREES 27 MINUTES 38 SECONDS EAST A DISTANCE OF 15.15 FEET ; THENCE BEARING NORTH 28 DEGREES 47 MINUTES 50 SECONDS EAST A DISTANCE OF 23.66 FEET ; THENCE BEARING SOUTH 87 DEGREES 40 MINUTES 17 SECONDS WEST A DISTANCE OF 61.08 FEET ; THENCE BEARING NORTH 02 DEGREES 19 MINUTES 43 SECONDS WEST A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING, BEING THAT PART OF LOT 1 OF COLUMBIAN GARDENS, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1926 AS DOCUMENT 282352, IN BOOK "P" OF PLATS, PAGE 92, IN LAKE COUNTY, ILLINOIS.



Ordinance No. O-2023-96 : Ordinance Authorizing Execution of a Contract with Pumpstation Professionals for Irrigation Services

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with Pumpstation Professionals in an amount not to exceed \$154,220.00 which includes the 10% contingency, pending final review and approval of the contract by the Village Attorney.

ATTACHMENTS:

- BGGC Irrigation Memo (DOCX)
- BGGC Irrigation Ordinance (DOCX)
- BGGC Irrigation Contract (PDF)

Trustee Liaison

Cesario

Staff Contact

Geoff Tollefson, Golf

Monday, August 21, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: August 17, 2023
TO: Dane Bragg, Village Manager
FROM: Geoff Tollefson, Head Golf Professional
SUBJECT: BGGC Irrigation Services

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Pumpstation Professionals in an amount not to exceed \$154,220.00 which includes the 10% contingency, pending final review and approval of the contract by the Village Attorney.

Background Information

Golf staff identified several components in the Buffalo Grove Golf Course irrigation pumphouse that are at the end of life and need to be replaced. The piping, valves, pressure tank, and irrigation control system are over 30 years old and have begun to fail on a regular basis. Due to the high proposal fee for a consult to facilitate the design, bid, build of this project staff requested to negotiate directly with qualified contractors at the June 7th Board meeting which was approved.

Golf Course maintenance staff reached out to three qualified contractors to provide costs which ranged from \$140,200 to \$200,000 to complete the work. Pumpstation Professionals came in at the lowest cost (\$140,200) and are qualified to complete the work. Pumpstation Professionals has performed similar work on other golf courses that Reliable Property Services maintain, and their work was deemed to be very good.

The scope of work includes the replacement of the existing irrigation control system, piping, valves, and pressure tank. In addition, the gauges, flow sensor, and level transducer will also be replaced. This work will take place over the fall once the irrigation system is shutdown. In the spring Pumpstation Professionals will do the initial startup of the irrigation system and train staff on the new system.

Based on the scope of work and unforeseen issues that may arise staff recommends that a contingency fund be created and controlled by the Village Manager in the amount of \$14,020.00 (10% of the project cost) in order to remedy any unforeseen issues. This project was budgeted for in the 2023 CIP.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH PUMPSTATION PROFESSIONALS FOR IRRIGATION SERVICES

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

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

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

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

SECTION 2. The Village Manager is authorized to execute a contract with Pumpstation Professionals, for irrigation services in an amount not to exceed \$154,220.00 which includes the 10% contingency, pending final review and approval by the Village Attorney.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2023
 APPROVED: _____, 2023

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: BGGC Irrigation Ordinance (O-2023-96 : BGGC Irrigation Services)

BUFFALO GROVE GOLF COURSE IRRIGATION SERVICES

Buffalo Grove Golf Course Irrigation Services (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Pumpstation Professionals an [Wisconsin Company] (hereinafter the “**Contractor**”) on this 22 day of August, **2023** (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

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

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

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

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

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

ARTICLE II - CONTRACT DOCUMENTS

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

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

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

ARTICLE III - CONTRACT AMOUNT

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

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

ARTICLE IV – APPLICATION FOR PAYMENT

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

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

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

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

ARTICLE V – CONTRACT TIME

Term. The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Head Golf Professional, provided that acceptance by the Head Golf Professional shall not be unreasonably delayed, on or before **Friday April 19, 2024**.

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

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

ARTICLE VI – PERFORMANCE and PAYMENT BOND

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

ARTICLE VII – ACCIDENT PREVENTION

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

ARTICLE VIII – INDEMNIFICATION

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

ARTICLE IX – CONTRACTORS INSURANCE

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

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

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

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

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

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

H. Subcontractors

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

I. Assumption of Liability

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

J. Workers' Compensation and Employers' Liability Coverage

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

K. Failure to Comply

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

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

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

ARTICLE XI – COPYRIGHTS AND LICENSES

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

ARTICLE XII – NOTICE

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

IF TO THE VILLAGE:	Village of Buffalo Grove 50 Raupp Blvd Buffalo Grove, IL 60089 Geoff Tollefson ATTN: Head Golf Professional
WITH COPIES TO:	Cc: pbrankin@schainbanks.com Cc:tcwisniewski@vbg.org
IF TO THE CONTRACTOR:	_____ _____ _____ ATTN: _____

ARTICLE XIII – CHANGE ORDERS

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

ARTICLE XIV – NOTICE OF STARTING WORK

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

ARTICLE XV – SEQUENCE OF THE WORK

The Head Golf Professional shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Head Golf Professional shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Head Golf Professional. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Head Golf Professional, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Head Golf Professional, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Head Golf Professional. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Head Golf Professional or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Head Golf Professional or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Head Golf Professional or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Head Golf Professional or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Head Golf Professional by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Head Golf Professional or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days’ Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker’s name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number

Current rates can be located on the Illinois Department of Labor website.

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- D. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- I. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

J. COUNTERPARTS – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Company
[An Illinois _____ company]

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

[Insert Description of the Work]

Attachment: BGGC Irrigation Contract (O-2023-96 : BGGC Irrigation Services)



Work Agreement

(Cover Page)

Date: 7/24/2023

PSP Job # PA23-2034

The undersigned Client hereby instructs Pumpstation Professionals, A Division of Midwest Well Services, Inc. to proceed with the work described below with the understanding that the Terms and Conditions shown attached are hereby incorporated as part of this Work Agreement. The Purchaser further understands that all proposals or estimates, if any, are based on the best information available prior to beginning work AND also understands that the final project scope may vary from the original proposal if conditions, depths or other job factors change during the project. All prices are subject to State and Local Sales and Use Taxes unless a certificate of exemption is provided to Pumpstation Professionals.

Client Information

Company Name:	<u>Buffalo Grove Golf Course</u>	Contact Name	<u>Brian Stout</u>
Billing Info:	<u>48 Raupp Blvd.</u>	<u>Buffalo Grove</u>	<u>IL</u> <u>60089</u>
	Billing Address	City	State Zip
	<u>(847) 537-5819</u>		<u>brians@rpswi.com</u>
	Phone	Fax	Email

Project Information

Project Name: Buffalo Grove Golf Course

Description of Work to be Performed:

Pumpstation Professionals (PSP) will furnish and install a Watertronics Control Panel as described by Watertronics quotation dated 7/18/2023. A new custom discharge manifold will also be included as part of the scope of work. The existing discharge manifold will be removed and delivered to Watertronics so that they can manufacture a new manifold that will match up to the existing plumbing. PSP will remove and dispose of the existing control panel. PSP is planning on using the existing electrical conduit and wire if it is in servicable condition. PSP will provide all labor to remove the existing control panel and discharge piping and labor to install the new equipment. An additional trip is included to start-up and train the staff in the spring. PSP will pressurize the irrigation system and test the operation of the pump station. All pumps and motors are assumed to be in working condition. Prevailing wages are included in our pricing and prevailing wage reporting is also included.

Total Project Cost \$ 140,200

IN WITNESS WHEREOF, this agreement is executed as of the date shown above:

Client

Buffalo Grove Golf Course

By: _____

Name: _____

Title: _____

Date: _____

PO Number (if needed) _____

Contractor

Pumpstation Professionals

By: _____

Name: Tony Mathweg

Title: Service Manager - Pumpstation Professionals

Date: 7/24/2023

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

[Insert Schedule of Prices]



Project Proposal

Re: Buffalo Grove - Control Panel & Piping

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
1	Watertronics Control Panel and Discharge Piping	1	LS	\$ 111,800.00	\$ 111,800.00
2				-	-
3	Labor to install New Control Panel and Piping	1	LS	25,075.00	25,075.00
4				-	-
5	Additional Items:			-	-
6	Pressure Transducer & Guage Assembly	1	Ea	250.00	250.00
7				-	-
8	Level Transducer & Float Assembly	1	Ea	925.00	925.00
9				-	-
10	Data Industrial Flow Sensor	1	Ea	740.00	740.00
11				-	-
12	Performance & Payment Bond	1	Ea	1,410.00	1,410.00
13				-	-
14				-	-
15				-	-
16				-	-
17				-	-
18				-	-
19				-	-
20				-	-
21				-	-
22				-	-
23				-	-
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34				-	-
35				-	-
36				-	-
37				-	-
38				-	-
39				-	-
40				-	-
41				-	-
42				-	-
43				-	-
44				-	-
45				-	-
46				-	-
47				-	-
48				-	-
Total Project Proposal					\$ 140,200.00

Dated: July 24, 2023

By:

Tony Mathweg

Tony Mathweg
PSP Service Manager
Pumpstation Professionals

P.O. Box 311, Waupun, WI 53963 – Office: 920-324-3400 – Toll-Free: 800-383-7412 – Fax: 920-324-3431

www.pumpstationpros.com

CONTRACT EXHIBIT C- FORM OF PERFORMANCE AND PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the “**Principal**”) and _____ (the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____ Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular **Buffalo Grove Golf Course Irrigation Services** between Principal and the Village dated ___ day of _____, 20___, (hereinafter referred to as the “**Contract**”), **a copy of which is attached and incorporated by reference as though fully set forth herein.**

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ___ day of _____, 20___.

SURETY

PRINCIPAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

Attachment: BGGC Irrigation Contract (O-2023-96 : BGGC Irrigation Services)

PARTIAL LIEN WAIVER

COUNTY OF _____

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the owner.
THE undersigned, for and in consideration of _____
(\$ _____)

DATE _____ COMPANY NAME _____
ADDRESS _____
SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

NOTARY PUBLIC



Ordinance No. O-2023-97 : Ordinance Authorizing the Disposal of Surplus Village Personal Property

Recommendation of Action

Staff recommends approval.

SUMMARY: The attached list of Village owned property that will be disposed of during FY 2023. The assets were either used for trade-in or outright disposed of. All capital assets will be removed from the Village's balance sheet.

ATTACHMENTS:

- BOT 8.21.23_Ord Authorizing the Disposal of Surplus Property (DOCX)
- 2023 Disposals - Declaration of Surplus (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, August 21, 2023

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS
VILLAGE PERSONAL PROPERTY**

WHEREAS, the Village of Buffalo is a Home-Rule unit pursuant to the Illinois Constitution of 1970;
and

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

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

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2023
 APPROVED: _____, 2023

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Village of Buffalo Grove 2023 Fixed Asset Disposals

Asset	Number	Serial Number	Date Acquired	Depreciation Year	Cost Basis
Building Services					
2005 GMC Savanna Cargo Van	442	1GTGG25V261172320	12/2/2005	2006	\$ 17,696.53
2008 Ford F-350 Pick-up	472	1FTWF31R48ED15891	4/7/2008	2008	\$ 35,582.25
Police					
2015 Ford Explorer	427	1FM5K8AR4FGA21263	7/22/2014	2014	\$ 27,435.00
2017 Ford Interceptor	710	1FM5K8AR3HGC56675	4/26/2017	2017	\$ 27,843.00
2018 Ford Interceptor	712	1FM5K8AR5JGA71484	4/6/2018	2018	\$ 28,591.00
2018 Ford Interceptor	720	1FM5K8AR9JGA83363	4/6/2018	2018	\$ 28,591.00
2017 Ford Interceptor	725	1FM5K8ARXHGC56673	4/26/2017	2017	\$ 27,843.00
2016 Ford Interceptor	740	1FM5K8AR7GGB64838	12/17/2015	2016	\$ 26,561.00
Fire					
Ford F-250 Crew Cab	248	1FTSX21R88EE05499	7/21/2008	2008	\$ 41,147.98
Ford Explorer XLT	298	1FMEU7DE8AU57903	2/2/2010	2010	\$ 23,865.75
FORD EXPLORER (2016)	295	1FM5K8AR1GGA07984	6/9/2015	2015	\$ 25,553.00
FORD EXPLORER (2016)	296	1FM5K8AR3GGA07985	6/9/2015	2015	\$ 25,553.00
Streets/Forestry					
2011 Ford F-450	415	1FDUF4HT5BEA32268	8/11/2010	2010	\$ 70,957.00
2011 Ford F-450	419	1FDUF4HT3BEA32271	8/11/2010	2010	\$ 71,357.00
2011 Ford F-450	420	1FDUF4HT5BEA32269	8/11/2010	2010	\$ 71,357.00
2009 Ford F-550	440	1FDAF56RX9EB09311	4/10/2017	2017	\$ 55,170.00
2007 Morbark Chipper	CO3	4S8SZ19237W051275	11/1/2006	2007	\$ 53,983.50
2009 Bobcat Skid Steer	FEL5	A2W611759	40178	2010	\$ 20,980.00
Water Operations					
2011 Ford F-550	456	1FDUF5GT6BEA32272	8/10/2010	2010	\$ 55,103.00
Sewer Operations					
2008 Ford F-350 Pick-up	444	1FTWF31R38ED42824	4/7/2008	2008	\$ 35,582.25
2008 Ford F-350 Dump Truck	453	1FDWF31R78EE39410	7/7/2008	2008	\$ 53,926.65



Ordinance No. O-2023-98 : Hey & Associates Bordeaux Natural Area Design

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff seeks authorization for the Village Manager to execute an agreement with Hey & Associates, for design engineering of improvements to the Bordeaux Natural Area in connection with a DCEO Grant funding opportunity.

ATTACHMENTS:

- Hey Bordeaux Memo (DOCX)
- Hey Ordinance (DOCX)
- Professional Service Contract Hey (PDF)

Trustee Liaison

Stein

Staff Contact

Kyle Johnson, Engineering

Monday, August 21, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: August 17, 2023

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Deputy Director of Public Works/Village Engineer

SUBJECT: Hey & Associates Bordeaux Natural Area Design

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager to enter into an Engineering Agreement with Hey and Associates, Inc. to complete design engineering of improvements to the Bordeaux Natural Area in connection with the DCEO Grant funding opportunity at a price not to exceed \$102,290.00, subject to final review and approval by the Village Attorney.

BACKGROUND

In 2019 staff submitted an extensive list of legislation priorities and the Village of Buffalo Grove was approved for \$1.45 million in grants with the Department of Commerce and Economic Opportunity (DCEO). These DCEO grants do not require a local match and we are reimbursed the costs once the paperwork is approved and the project is completed. The first step is that each grant is appropriated by elected officials and it is included in a spending bill.

Within those grants, the Village received a \$550,000 grant towards the improvement the Bordeaux Natural Area and associated bike path. The area in need of improvement is approximately 20 acres in size, requiring a detailed plan and permit process be followed for the area. To utilize the funding after it is authorized for use in early 2024, staff looks to begin design work now with Hey and Associates. The detailed design will also allow the Village to anticipate overall costs for the improvement, so a decision can be made as to which areas to prioritize with the grant and which areas to fund locally (if any).

Hey and Associates has assisted the Village in joining the Stormwater Master Plan with its Natural Area initiative. They have helped with developing a variety of design concepts, prioritizing efforts/needs and applying for additional outside funding. Given this base level of knowledge, Hey and Associates is an ideal candidate for performing the needed design work.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH HEY AND ASSOCIATES, INC.**

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

WHEREAS, the Village seeks to enter into an Engineering Agreement with Hey and Associates, Inc. to complete design engineering of improvements to the Bordeaux Natural Area in connection with the DCEO Grant funding opportunity, subject to final review and approval by the Village Attorney,

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Agreement with AECOM Technical Services, Inc. to complete design engineering of improvements to the Bordeaux Natural Area in connection with the DCEO Grant funding opportunity at a price not to exceed \$102,290.00, subject to final review and approval by the Village Attorney.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2023
 APPROVED: _____, 2023

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Hey Ordinance (O-2023-98 : Hey & Associates Bordeaux Natural Area Design)

VILLAGE OF BUFFALO GROVE PROFESSIONAL SERVICES AGREEMENT DESIGN SERVICES

THIS AGREEMENT is dated as of the 21st day of August 2023 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Hey and Associates, Inc.
26575 W. Commerce Drive, Suite 601, Volo, Illinois 60073
Attn: Patrick Lach
Phone: 773-693-9200
Email: plach@heyassoc.com

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

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e- mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

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

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

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

Hey and Associates, Inc.
 26575 W. Commerce Drive, Suite 601, Volo, Illinois 60073
 Attn: Patrick Lach
 Phone: 773-693-9200
 Email: plach@heyassoc.com

SECTION 8. GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS (cont.)

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

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

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

Attach RFQu Response documents

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 835

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (847) 740-2888

August 14, 2023

Mr. Kyle E. Johnson, P.E., CFM
Assistant Public Works Director
Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, Illinois 60089

Project No.: 23-0165

Re: Design and Permitting Services for Bordeaux Open Space Improvements
Buffalo Grove, Lake County, Illinois

Dear Kyle:

Thank you for this opportunity to provide the Village of Buffalo Grove (Village) with professional design and permitting assistance for the Bordeaux Open Space Improvements project in Buffalo Grove.

PROJECT UNDERSTANDING

The project will include design, permitting, and preparation of construction documents to bid and construct open space improvements with grant funding based on conceptualized concept ideas developed earlier this year in a study completed by Hey and Associates, Inc. (Hey). The Bordeaux Open Space Improvements project is planned for areas previously identified as Bordeaux East and West. The project site lies east and west of Brandywyn Lane, and south of Aptakisic Road. Existing single family residential development surrounds most of the site; Yachad Kids Academy and Prairie Elementary School abut the western edge, and Drazner Park abuts the eastern edge. An existing trail runs through the project area in an east-west direction, with multiple connections to the north and south. We understand the following improvements are desired.

- The existing HMA trail is in poor condition and needs to be replaced. Opportunities to raise or otherwise move the trail to increase its useability during flood events will be explored but may be limited due to the presence of regulatory floodway. The use of bridges or boardwalks will also be explored but may be cost-prohibitive.
- An existing drainageway is overgrown and clogged with sediment. Opportunities to improve flow, water quality, and aesthetics will be key elements of this aspect of the project.
- The existing phragmites-dominated wetlands are very uniform and provide minimal wildlife (e.g., waterfowl, wading bird, etc.) habitat. Wetland scrapes will be considered to create open water pockets and increase habitat diversity.
- Existing stands of phragmites in the wetlands and brush along the edges/surrounding slopes of the wetlands are not very visually appealing and make site access difficult. Opportunities to control invasive species, improve aesthetics, increase cover by native species, and provide enhanced controlled access will be investigated. It is expected that the extent of this work will be heavily influenced by budget, neighborhood feedback, and related factors.
- Several locations identified as Tier 1 Management Areas in our previous study will be targeted for vegetative enhancement (e.g., native pollinator-friendly species that would improve aesthetics and habitat). These areas exhibiting little to no phragmites are highly visible from existing trails.

Mr. Kyle Johnson
 Bordeaux Open Space Improvements
 August 14, 2023
 Page 2

SCOPE OF SERVICES

The following scope of services is proposed.

TASK A1. PROJECT MANAGEMENT

We will attend one (1) kick-off meeting to review and discuss project goals, timeline, and related topics. The kick-off meeting includes time in the field to review site conditions and project objectives with Village staff. This task also includes a modest amount of time to conduct project management tasks including, but not limited to monthly invoicing, status coordination emails, etc.

In addition, we are budgeting for one (1) additional in-person meeting as requested by the Village.

TASK A2: WETLAND DELINEATION AND REPORT

We will complete a field investigation for wetlands and perform a routine wetland delineation applying the general procedures detailed in the U.S. Army Corps of Engineers' (USACE) 1987 wetland delineation manual and the 2010 Regional Supplement-Midwest Region. We will identify and flag the wetland boundaries for pick up by our surveyor.

Please note that if the fieldwork for the wetland delineation occurs outside the normal growing season (May 15 to October 1), Lake County Stormwater Management Commission (LCSMC) and/or the USACE may require the collection of additional data during the growing season. This additional fieldwork would be billed on a time and materials basis.

We will prepare and submit correspondence to the LCSMC requesting a preliminary jurisdictional determination and attend one (1) field meeting with LCSMC and USACE. LCSMC requires a review fee (minimum of \$720) to be paid by the Village and its review may take up to 30 days. The request form will need to be signed by the Village.

We will prepare a wetland report which will include an aerial photograph showing the surveyed wetland boundaries, required USACE data forms for sample points, observed vegetative species lists, representative color photos, and other necessary data. We will provide a pdf of the final report.

TASK A3. TOPOGRAPHIC SURVEY

The Village will retain a surveyor under separate contract and shall generally include the 5 areas shown. It is our assumption that the survey shall include what is described below.

Survey Limits:

1. As shown in image below. Survey generally includes the 5 areas shown.
2. Survey shall extend beyond the boundaries shown on the exhibit by a minimum of 15-feet onto adjacent lots / parcels.

Schedule:

1. Base survey completed by October 31, 2023, weather permitting.

Datum:

1. Horizontal: Illinois State Plane East Zone, NAD 83
2. Vertical: NAVD 88

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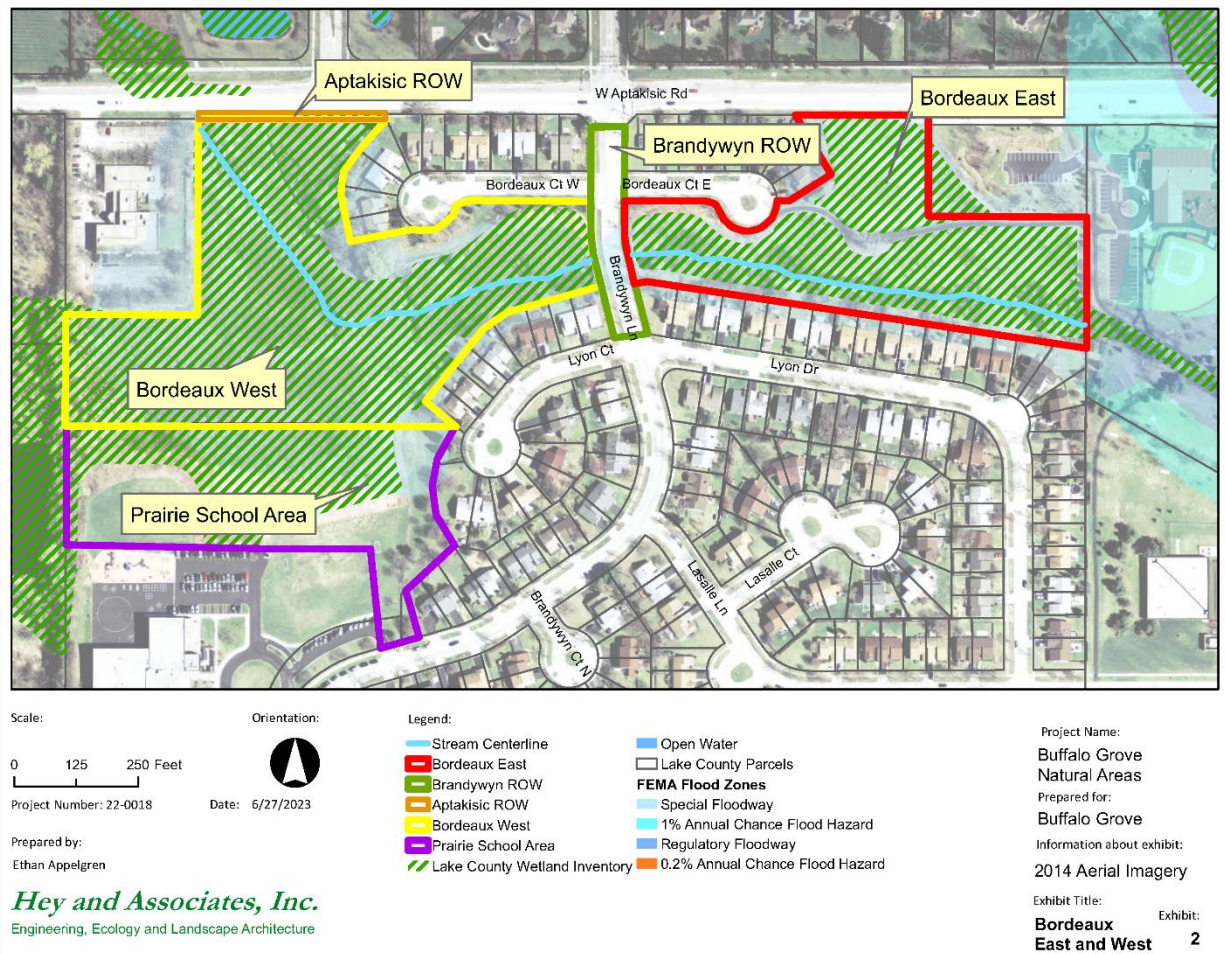


Figure 1. Project Area

Minimum Standards:

1. The Topographic Survey shall conform to the current Illinois Minimum Standards for a Topographic Survey per Administrative Code Section 1270.56:
<http://www.ilga.gov/commission/jcar/admincode/068/068012700000560R.html>

Planimetrics:

1. All visible planimetric features within the survey area shall be located, weather permitting.

Elevations:

1. Ground elevations shall be surveyed on an approximate 50-foot grid in the area shown on the exhibit.
2. Spot elevations shall be surveyed at 20-foot intervals at the center of streets, back of curbs, face of curbs, edge of pavements, each side of sidewalks / paths, each side driveways and aprons.
3. Streams shall be surveyed at 50-foot intervals and shall include stream centerline (flowline), bottom of bank, edge of water, top of bank, and break points along the bank.
4. Wetland flags shall be surveyed and identified by number.
5. Contours shall be generated at one-foot intervals

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6. Low water entry elevations on structures and buildings are not included.

Utilities:

1. Hey and Associates, Inc. (Hey) will call in a JULIE design locate and request municipal utility atlases. Available data will be provided to the surveyor for use.
2. Downstream (south) face of culvert under Aptakisic Road on the northwest side of the project exhibit shall be surveyed.
3. Aboveground and underground utilities are a part of this survey. Utility survey shall be completed to "Attribute Quality Level C" as specified in the "Standard Guideline for Collection and Depiction of Existing Utility Data". (American Society of Civil Engineers, CI/ASCE 38-02)
4. Measure-down (i.e., below rim elevation) information (e.g., inverts, pipe sizes, directions, etc.) shall be provided for all located sewer, water, electric handholes, and other utility structures within the aforementioned project limits.

Vegetation:

1. All trees over 4-inch caliper and shrubs over 1.5 feet in height shall be located.
2. Trees located behind fenced areas on private property will not be surveyed.
3. The trees shall be identified as either coniferous or deciduous. Bushes shall be shown. Please also see Task A5. Tree Inventory below.

Boundary Survey:

1. Surveyor shall identify property lines, right-of-way and monuments within the survey area of the exhibit.
2. Parcel / lot / boundary survey shall include corner search, survey and calculations.
3. Surveyor shall prepare a boundary survey for the following properties for use in project design:
 - a. Property 1:
 - i. PIN: 1529214051
 - ii. Owner: Village of Buffalo Grove
 - iii. Property Address: 0 Bordeaux Ct W, Buffalo Grove, IL 60089
 - b. Property 2:
 - i. PIN: 1529215009
 - ii. Owner: Village of Buffalo Grove
 - iii. Property Address: 0 Bordeaux Ct E, Buffalo Grove, IL 60089

Easements:

1. No easement preparation is currently included. If easements are needed, we will coordinate with the Village.

If additional survey is needed, we shall coordinate the limits with the Village.

TASK A4. GEOTECHNICAL AND ENVIRONMENTAL INVESTIGATION AND RECOMMENDATIONS

The Village will retain a geotechnical and environmental consultant under separate contract. It is our assumption that the work shall include what is described below. We intend to subcontract the Geotechnical and Environmental investigation and recommendations to Midla

The Geotechnical work will include five (5) trail subgrade borings to a depth of five (5) feet generally along the existing trail due to access constraints. Perform soil strength test and obtain samples for moisture content

testing. Findings will be summarized in a letter report with recommendations for trail subgrade preparation and pavement thickness design.

The Environmental work will include collection and analyses of up to three (3) soil samples from anticipated areas of excavation. The analytical data will be reviewed and cursorily compared to the IEPA Tiered Approach to Corrective Action Objectives (TACO) and Clean Construction and Demolition Debris requirements. A report summarizing the site investigation, findings, and location and nature of environmental conditions and the related contaminant(s) of concern that are detected at the site, if any, will be prepared. The report will also identify each type of waste stream identified at the site (e.g., CCDD/uncontaminated soil, non-hazardous special waste/Subtitle D waste, hazardous waste, etc.). If appropriate, an IEPA LPC 663 will be provided.

TASK A5. TREE INVENTORY

The Village will perform a tree inventory to include all trees with a diameter four inches (4") diameter or greater at breast height (DBH) pursuant to the Village's landscape ordinance. It is our assumption that the Village will tag each tree in the field and provide a corresponding spreadsheet detailing tree species, size, condition rating (good, fair, poor). Tree inventory work will be completed under the supervision of a Certified Arborist. This inventory is intended for use in determining the potential for the authorized removal and/or protection of existing trees and should not be construed as a tree risk assessment.

TASK A6. COMPILATION OF DATA AND PREPARATION OF BASE SHEETS

We will compile the data described above and other available information (e.g., JULIE design locate, floodway/floodplain boundaries, aerial photography, etc.) to prepare CAD base map drawings for project design and permitting.

TASK A7: HYDRAULIC MODELING

It is noted that the project area is located in a Zone A Special Flood Hazard Area. Per the FEMA FIRMs, this is considered as part of Aptakasic Creek but the upstream limit of the detailed study ends downstream of the Bordeaux East and West sites. Per Lake County GIS, this stream is called West Branch Aptakasic Creek. If modeling exists for this reach, we believe it to be a HEC-1 hydrologic model and possibly a HEC-2 hydraulic model. We would look to recover this model and upgrade and convert it as necessary to HEC-RAS. If no hydraulic model exists, a reach specific model may need to be created for project design and permitting.

It is possible that potential improvements (grading, trails, culverts, etc.) within the floodplain may require updates to or evaluation with hydraulic modeling for design and regulatory purposes. We will work to avoid the necessity for this task, to be confirmed during a project pre-application meeting with applicable regulatory agencies, but in the event, it is required, we anticipate it would include the following items:

1. Recovery of effective hydraulic model from FEMA (we estimate a recovery fee of the model to FEMA of approximately \$500, to be paid by Hey and reimbursed by the Village as an expense under this contract).
2. Review of the hydraulic modeling and conversion/updating to include current site conditions. This may include the need for reconstruction of a portion of the model if FEMA can only provide paper copies and will include adding new cross section to the project reach as determined necessary to define the project.
3. Review and update of hydrologic model for permitting and design.

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4. Hydraulic modeling analysis during design to confirm that design meets applicable regulatory requirements, primarily documentation that flood elevations will not increase as a result of the project.
5. Preparation of a final proposed conditions model and summary report to be included with permit submittals.

This task assumes the existing hydrologic model is in satisfactory shape and will be used for modeling and analysis. Updates to hydrology may include updating to Bulletin 75 rainfall but no major revisions are anticipated. This task also assumes that no changes to elevation or floodway/floodplain limits will result from the project and that a Letter of Map Change (LOMC) will not be required. If this is requested by LCSMC, we will provide a separate scope and fee for that work.

TASK B. PRELIMINARY DESIGN

We will prepare preliminary design plans for the previously summarized improvements.

We will attend one pre-application meeting with Village, LCSMC, and the USACE to review the project and associated permitting requirements after preliminary design plans have been completed.

We will prepare a preliminary opinion of probable costs to construct the project.

TASK C. FINAL DESIGN

After review of preliminary design and a better understanding of the budget is available, we will commence work on final design. We understand that some elements included in preliminary design may be modified, scaled back, value-engineered, or omitted during final design due to budget constraints, regulatory feedback, client review, and/or other reasons.

One (1) set of final design plans to bid, permit, and construct the improvements as a single and complete project will be prepared. The final design plans shall incorporate, as appropriate, feedback from the Village, LCSMC, and the USACE. We anticipate the plans will contain the following sheets:

1. Cover Sheet
2. Project Notes
3. Existing Conditions
4. Demolition/Selective Clearing
5. Layout, Grading, and Drainage
6. Soil Erosion and Sediment Control
7. Landscape/Restoration
8. Details, Signage, and Cross Sections

Technical specifications utilizing IDOT special provisions format will be prepared. We assume "front-end" contract documents will be prepared by the Village.

Plans and specifications will be provided for review at 75% complete. Comments will be incorporated and addressed in the final 100% complete plans. Design assumes that no stormwater management including detention and runoff volume reduction will be required under the Lake County Watershed Development Ordinance (WDO).

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We will prepare an opinion of probable cost to construct the project with the 75% and 100% plan and specification submittals.

Design Assumptions:

- We are assuming no utility relocation design is necessary other than culverts or storm sewer extensions.
- No electric / lighting is included
- No structural engineering is included
- We will coordinate with the Village to evaluate Illinois Accessibility Code requirements for this project.
- Trail improvements will be elevated to the extent practicable as long as compensatory storage can be provided on-site
- Base corridor signage design graphics (up to two) are included in the details and will be coordinated with the Village.
- Site specific interpretative / educational signage is not included but can be provided under separate scope depending on final project implementation

TASK D. REGULATORY PERMITTING

After the wetland delineation, JD and hydraulic modeling are complete, we will have a better understanding of permitting requirements. We anticipate the following may be required.

- Preparation and submittal of a Watershed Development Ordinance (WDO) Permit application to LCSMC.
- Letter request to the Illinois Department of Natural Resources-Office of Water Resources (IDNR-OWR) for delegation of floodway permitting authority to LCSMC.
- LCSMC Floodway/Floodplain Permitting.
- Preparation and submittal of a WDO permit application to LCSMC for isolated wetlands (if required).
- Preparation and submittal of a Section 404 Nationwide Permit to the USACE. Note: preparation of an Individual Permit, if required, is not included.
- Preparation and submittal of soil erosion and sediment control plans to LCSMC.
- Correspondence/sign-off regarding federally listed threatened/endangered species.
- Correspondence/sign-off regarding state biological resources.
- Correspondence/sign-off regarding state and federal cultural resources.
- As the proposed project is expected to disturb over one acre, NPDES ILR10 permitting with the Illinois Environmental Protection Agency (IEPA) will be required. We will prepare and submit a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to IEPA's online portal.

Any permit fees shall be paid directly by Village to the agency charging said fee and are not included in our proposal. Permits not specifically listed are excluded from this scope of services.

It is assumed that most of the wetland impacts will be considered temporary and/or enhancement, and that any permanent impacts will be under 0.10-acre and therefore not require compensatory wetland mitigation for the USACE and/or LCSMC. If compensatory mitigation is required, we can provide design on a time and materials basis or by separate proposal.

If state funding or state pass-through funding is used for this project, coordination with IDNR regarding the Interagency Wetland Policy Act may be required and can be provided on a time and materials basis or by separate proposal.

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This proposal assumes and includes one round of comment responses to the regulatory agencies. If permitting is drawn out for unforeseeable reasons beyond our control, additional hours/fees may be required and can be provided on a T&M basis or by separate proposal.

TASK E. BID PHASE ASSISTANCE

At your request, we will assist the Village during bidding. This work may include the following:

- Attend a pre-bid meeting
- Respond to bidder questions and prepare bid addenda
- Review bids, prepare a bid tabulation, contact references for the apparent low bidder, and prepare a recommendation of award

FEES

The following fees are proposed to complete the scope of services.

TASK	FEE
Task A1. Project Management	\$5,115
Task A2. Wetland Delineation	\$3,725
Task A3. Topographic Survey	\$1,080
Task A4. Geotechnical and Env. Investigation and Reporting	\$290
Task A5. Tree Inventory	\$0
Task A6. Compilation of Data and Preparation of Base Sheets	\$4,890
Task A7. Hydraulic Modeling	\$12,020
Task B. Preliminary Design	\$18,030
Task C. Final Design	\$37,785
Task D. Regulatory Permitting	\$14,310
Task E. Bid and Construction Phase Assistance (allowance)	\$5,045
TOTAL NOT-TO-EXCEED	\$102,290

Plans, reports, and other documents will be delivered as PDF files unless otherwise specified. All permit application and/or review fees will be paid directly by the client. Reimbursable expenses are included in the fees noted above and include, but are not necessarily limited to, travel, reproductions, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Any additional meetings or supplemental work would be in addition to the above amount or by separate proposal. Our Standard Terms and Conditions are attached.

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If this agreement is acceptable, please sign below and return this proposal to our office. Upon receipt, we will sign and return a fully executed copy for your records. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact the project manager, Patrick Lach, at our Chicago office.

Hey and Associates, Inc.

Village of Buffalo Grove

Attest

Attest

Date

Date

Exhibit B.
Agreed Upon Pricing Structure

Attachment: Professional Service Contract Hey (O-2023-98 : Hey & Associates Bordeaux Natural Area Design)

Hey and Associates, Inc.

Village of Buffalo Grove
Bordeaux Open Space Improvements
Scope of Services with Hours and Fees

		Lach - Project Manager	Culcasi - Sr. CE	Solner - CE IV	CE II	CE I	Wickenkamp - QAQC	Pollowy - Sr. LA	Applegren - LD	Mosca - Sr. Pr. Eco.	Rauch - ESM	ES V	ES II	Total Hours	Labor	Reimbursable Costs	Survey	Geotech / Environ.	Cost of Task	Totals
Task	Description	\$200	\$180	\$145	\$135	\$125	\$225	\$180	\$110	\$200	\$155	\$145	\$115							
A1	Project Management																			\$ 5,115
	Kickoff Meeting	4						4		2				10	\$ 1,920	\$ 75			\$ 1,995	
	Project Management	8												8	\$ 1,600				\$ 1,600	
	Meeting (1)	4						4						8	\$ 1,520				\$ 1,520	
A2	Wetland Delineation and Report																			\$ 3,725
	Wetland Delineation										8			8	\$ 1,240	\$ 50			\$ 1,290	
	Jurisdictional Determination										2			2	\$ 310				\$ 310	
	Report										10		5	15	\$ 2,125				\$ 2,125	
A3	Topographic Survey																			\$ 1,080
	Topographic Survey (By Village's consultant)													0	\$ -				\$ -	
	Survey Review and Coordination			4		4								8	\$ 1,080				\$ 1,080	
														0	\$ -				\$ -	
A4	Geotechnical and Env. Investigation and Reporting																			\$ 290
	Geotechnical work (By Village's consultant)			1										1	\$ 145				\$ 145	
	Environmental work (By Village's consultant)			1										1	\$ 145				\$ 145	
A5	Tree Inventory																			\$ -
	Tree Inventory (By Village)													0	\$ -				\$ -	
A6	Data and Base Sheet Preparation																			\$ 4,890
	Prepare CAD base drawings		1	12		16		1	4		2			36	\$ 4,850	\$ 40			\$ 4,890	
A7	Hydraulic Modeling																			\$ 12,020
	Model Recovery and Review		1		4									5	\$ 720	\$ 500			\$ 1,220	
	Hydrologic Model Updates		2		16									18	\$ 2,520				\$ 2,520	
	Hydraulic Model Conversion and Updates	1	2		20									23	\$ 3,260				\$ 3,260	
	Design analyses		1		16									17	\$ 2,340				\$ 2,340	
	Report and documentation	1	2		12	4								19	\$ 2,680				\$ 2,680	
B	Preliminary Design																			\$ 18,030
	Preliminary Design	2	4	6	20	16		12	20	2		8		90	\$ 12,610				\$ 12,610	
	Preliminary Costs		2			4		4	8					18	\$ 2,460				\$ 2,460	
	Pre-Application Meetings (Village, LCSMC, USACE)	4						6			6			16	\$ 2,810	\$ 150			\$ 2,960	
C	Plans, Specifications & Estimates																			\$ 37,785
	75% Plans													0	\$ -				\$ -	
	Cover Sheet					1								1	\$ 125				\$ 125	
	General Notes / Legend					3								3	\$ 375				\$ 375	
	Summary of Quantities					1								1	\$ 125				\$ 125	
	Existing Conditions					2								2	\$ 250				\$ 250	
	Demolition / Selective Clearing			1	2	8		2	8					21	\$ 2,655				\$ 2,655	
	Layout Grading Drainage		2	4	20	12		2	8					48	\$ 6,380				\$ 6,380	
	SESC			2		8								10	\$ 1,290				\$ 1,290	
	Restoration & Landscape Plan							2	20	1	2			25	\$ 3,070				\$ 3,070	
	Details and Signage		2	8		16		2	32					60	\$ 7,400				\$ 7,400	
	Final Plans (all sheets as noted in 75%)	0	1	3	4	10	0	2	14	0	0	0	0	34	\$ 4,305				\$ 4,305	
	Specifications / Special Provisions	1	8					8	8					25	\$ 3,960				\$ 3,960	
	Quantities and Cost Estimate		4			10		8	8					30	\$ 4,290				\$ 4,290	
	Utility Coordination		1	4										5	\$ 760				\$ 760	
	Comment Response	1	2			8		2	8					21	\$ 2,800				\$ 2,800	
D	Regulatory Permitting																			\$ 14,310
	LCSMC WDO	1	2		12	4					12	4		35	\$ 5,120				\$ 5,120	
	IDNR-OWR Delegation Letter				1									1	\$ 135				\$ 135	
	LCSMC Floodway/Floodplain	1	4		16									21	\$ 3,080				\$ 3,080	
	USACE NWP									1	16	8		25	\$ 3,840				\$ 3,840	
	T&E, Bio., Cultural										5			5	\$ 775				\$ 775	
	NPDES		2			8								10	\$ 1,360				\$ 1,360	
														0	\$ -				\$ -	
E	Bid Phase Assistance																			\$ 5,045
	Attend Pre-Bid meeting							3						3	\$ 540	\$ 50			\$ 590	
	Repond to Bidder Questions		2	4				2	4					12	\$ 1,740				\$ 1,740	
	Prepare Addenda	1		1		4		2	4					12	\$ 1,645				\$ 1,645	
	Review Bids	1		2				2	2					7	\$ 1,070				\$ 1,070	
														0	\$ -				\$ -	
	Construction (not included)																			\$ -
														0	\$ -				\$ -	
														0	\$ -				\$ -	
	Totals:	30	45	53	143	139	0	68	148	6	63	20	5	720	\$ 101,425	\$ 865	\$ -	\$ -	\$ 102,290	\$ 102,290

Attachment: Professional Service Contract Hey (O-2023-98 : Hey & Associates Bordeaux Natural Area Design)

Exhibit C. Insurance

1. Firm's Insurance

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

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

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

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

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

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I. Assumption of Liability

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

J. Workers' Compensation and Employers' Liability Coverage

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

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

K. Failure to Comply

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

L. Professional Liability

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



Ordinance No. O-2023-99 : Ordinance Authorizing an Engineering Agreement with Aecom Technical Services, Inc. for Station 6 Design Services

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff seeks authorization for the Village Manager to execute an agreement with AECOM Technical Services, for design engineering to develop the bid documents for improvements at the Station 6 Water Facility in connection with a DCEO Grant funding opportunity.

ATTACHMENTS:

- AECOM Station 6 Engineering Services Memo (DOCX)
- AECOM Ordinance (DOCX)
- Professional Service Contract AECOM updated (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, August 21, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: August 17, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Deputy Director of Public Works/Village Engineer
SUBJECT: AECOM Station 6 Design Services

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager to enter into an Engineering Agreement with AECOM Technical Services, Inc. to complete design and bid documents for improvements at the Station 6 Water Facility in connection with the DCEO Grant funding opportunity at a price not to exceed \$55,800.00, subject to final review and approval by the Village Attorney.

BACKGROUND

In 2019 staff submitted an extensive list of legislation priorities and the Village of Buffalo Grove was approved for \$1.45 million in grants with the Department of Commerce and Economic Opportunity (DCEO). These DCEO grants do not require a local match and we are reimbursed the costs once the paperwork is approved and the project is completed. The first step is that each grant is appropriated by elected officials and it is included in a spending bill.

Within those grants, the Village received a \$300,000 towards the improvement of Water Station 6, which staff has prioritized for the replacement of variable speed drives (VFDs). The VFDs work through a complex series of rotations and automations to provide uniform pressure and supply to the community in concert with the Village's other three water stations. Due to the complexity of this system the drives must be carefully designed and specified, requiring a specialized outside consultant develop the bid documents. AECOM has worked with the Village for over a decade designing various water station components, making them an ideal candidate to work on this project.

ORDINANCE 2023-____

AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH AECOM TECHNICAL SERVICES, INC.

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

WHEREAS, the Village seeks to enter into an Engineering Agreement with AECOM Technical Services, Inc. to complete design and bid documents for improvements at the Station 6 Water Facility in connection with the DCEO Grant funding opportunity, subject to final review and approval by the Village Attorney,

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Agreement with AECOM Technical Services, Inc. to complete design and bid documents for improvements at the Station 6 Water Facility in connection with the DCEO Grant funding opportunity at a price not to exceed \$55,800.00, subject to final review and approval by the Village Attorney.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2023
 APPROVED: _____, 2023

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: AECOM Ordinance (O-2023-99 : AECOM Station 6 Design Services)

VILLAGE OF BUFFALO GROVE

PROFESSIONAL SERVICES AGREEMENT

ENGINEERING SERVICES

THIS AGREEMENT is dated as of the 21st day of August 2023 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

AECOM Technical Services, Inc. ("Firm")
 303 East Wacker Drive, Suite 1400, Chicago, IL 60601
 Attn: Chad Laucamp
 Phone: 312-373-7700
 Email: chad.laucamp@aecom.com

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

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

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement. Time of Performance. The Firm shall commence the Services immediately upon receipt of this Agreement fully executed by the Parties (the "Commencement Date"). The Firm shall diligently and continuously prosecute the Services until the completion of the Work. Notwithstanding anything to the contrary herein, FIRM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of FIRM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at FIRM's own expense, provided that FIRM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after FIRM's completion or termination of the Services.

- D. **Reporting.** The Firm shall regularly report to the Village Manager (“Manager”), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** if the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.
- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Firm.
- F. **Escalation**
Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is less.

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.
- B. **Availability of Personnel.** The Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Firm shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.
- C. **Approval and Use of Subcontractors.** The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance in accordance with Section 2.C above.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to indemnify and hold harmless the Village, its officials, authorized agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, and judgments,, which may in anywise accrue against the Village, its officials, authorized agents and employees to the extent arising in whole or in part from the negligent performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except to the extent arising out of the negligence, willful misconduct, or other legal cause of the Village, its authorized agents or employees or subcontractors, following final award by a court of competent jurisdiction, if any judgment shall be rendered against the Village, its officials, authorized agents and employees in any such action, the Firm shall, at its own expense, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless the Village, its officials, authorized agents and employees as herein provided.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify the Village from and against damage or injury, , which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B. Firm may suspend performance of Services or terminate the Agreement in part or in whole, if, after notice and 30 days to cure, Village fails to pay any late or past due payments to Firm.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 24 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Firm and the Village of Buffalo Grove reserve the right to extend this agreement by agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.
- G. **Compliance with Laws and Grants.** Firm shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Firm shall also comply with all conditions of any federal, state, or local grant received by Owner or Firm with respect to this Agreement or the Services.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

- H. **Default.** If the Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.
 2. **Termination of Agreement by Village.** The Village may terminate this Agreement compensating Firm for all Services performed in accordance with the standard of care agreed to herein through the effective date of termination.
- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.
- J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services; the Firm may rely on all such Village-provided information without the independent duty to verify the same. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.
- L. **News Releases.** The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e- mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

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

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

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

AECOM Technical Services, Inc.
 303 East Wacker Drive, Suite 1400, Chicago, IL 60601
 Attn: Chad Laucamp
 Phone: 312-373-7700
 Email: chad.laucamp@aecom.com

SECTION 8. GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS (cont.)

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

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

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

Attach RFQu Response documents

Attachment: Professional Service Contract AECOM updated (O-2023-99 : AECOM Station 6 Design Services)



AECOM
303 East Wacker Drive
Suite 1400
Chicago, IL 60601
www.aecom.com

312 373 7700 tel
312 373 6800 fax

July 25, 2023

Mr. Kyle E. Johnson, P.E.
Assistant Public Works Director
Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, IL 60089-2198

DRAFT COPY

Reference: Village of Buffalo Grove, Illinois
Proposal to Provide Engineering Design Services for VFD Replacements at
Pump Station No. 6

Dear Mr. Johnson:

Per our scoping meeting with Village staff on June 6, 2023 and recent follow-up discussions, AECOM Technical Services, Inc. (AECOM) is pleased to submit this proposal for the subject project. The purpose of the project is to replace the variable speed drives (VFD's) in the Village's Pump Station No. 6. Our proposal has been organized to outline our project understanding, detailed approach, listing of critical assumptions, and a breakdown of the fee estimate.

Project Understanding

The Village of Buffalo Grove recently retained AECOM to perform a Facilities Plan for its four (4) receiving station sites, which included an assessment of the various buildings, equipment, structures, and other components based on development of evaluation criteria. The purpose of this project was to develop a recommended capital improvement projects list with estimated construction costs to address any deficiencies identified, and for this document to be used as a roadmap for the upcoming 20-year planning period. One of the Village's receiving station sites was the Pump Station No. 6 facility, which consists of a below-grade 2.0 million-gallon (MG) reservoir, six (6) vertical turbine booster pumps, a deep aquifer backup well with a 300 hp submersible pump, and a 750-kilowatt (kW) diesel generator.

In general, the facilities were found to be in good condition and have been well maintained over the 30-45 years they have been in service. Most of the findings that require any near-term attention relate to items that have reached or are approaching the end of their useful service life. The findings from the Facilities Plan that the Village considers to be an immediate need consist of replacement of six (6) variable speed drives (VFD's) for Pumps 1-6, which are expected to be sized the same as currently in place for the existing equipment.

Detailed Approach

Our detailed technical approach for performing the facility plan work is provided in the paragraphs that follow.

Attachment: Professional Service Contract AECOM updated (O-2023-99 : AECOM Station 6 Design Services)

Task 1: Project Meetings

AECOM believes that completing a successful project requires early communication with the client to establish their expectations for the project and the final deliverables. At the project kickoff meeting, AECOM will review the issues, needs and goals of the project with Village staff. By establishing and documenting the project expectations up front, and reviewing the work performed against them at key milestones, AECOM's approach will provide the Village staff with a quality project.

AECOM will organize and conduct a project kickoff meeting between the Village and our team's key staff and will include a site visit by the core project team. The kick-off meeting will be used to:

- Establish client expectations and goals for the project
- Reconfirm the project work scope and AECOM's project team
- Establish the project schedule
- Confirm data provided to AECOM by Village staff and discuss any additional data AECOM may need to perform the project. Information gathering is expected to include the following, at a minimum:
 - Recent studies and reports
 - Record drawings
 - Drawings for recent facility improvements
 - Maintenance records
 - O&M manuals
 - Safety and security procedures and limitations
- Identify communication protocols

AECOM will facilitate up to three (3) submittal meetings for the preliminary design, 60% design and final design deliverables indicated below, and may be in-person or virtual. AECOM will prepare meeting minutes to document the discussions held and decisions made at the meetings.

Task 2: Preliminary Design

A Basis of Design Technical Memorandum (TM) will be prepared for the proposed improvements, which will include concise information and will form the 'road-map' for completion of the design documents. AECOM will prepare a TM that clearly delineates the project design requirements, with contents as follows:

- Section 1 – Introduction
- Section 2 – Basis of Design Criteria
- Section 3 – Design Documents Development Considerations
- Section 4 – Preliminary Drawings (approximately 2 drawings anticipated)
- Section 5 – List of Specification Sections
- Section 6 – Opinion of Probable Construction Cost

AECOM will perform a preliminary design Quality Control (QC) review, address QC comments, and submit draft TM to the Village for review. Our team will address comments from Village staff and prepare a final TM.

Task 3: 60% Design Submittal

The 60% submittal will incorporate Village feedback received on the preliminary submittal. To further ascertain the interface between existing and new work, site visits will be scheduled as required by the various disciplines. The 60% design submittal will include:

- Draft specifications including major equipment items and phasing limitations
- A preliminary drawing set including demolition drawings, plans, sections and construction details
- 60% cost opinion including any reasons for changes from the 30% cost opinion
- Updated construction schedule with phasing to enable continued operation and any temporary requirements

AECOM will complete an internal Quality Control (QC) review using independent, experienced reviewers who have not been directly involved in the project. The 60% Design Documents will then be submitted to the Village. A workshop will be coordinated with Village staff, where we will document and track the resolution of review comments.

Task 4: Final Design Submittal

The 100% submittal will incorporate all internal AECOM and Village review comments. The front end documents will be completed with bidding dates and construction days. Bid forms will be finalized to include all lump sum items, unit price items and any alternate or deductive bid items, if needed. A final check and update of the construction cost opinion will be completed. AECOM will provide electronic and hard copies of the final plans and specifications for bidding prior to advertisement.

Task 5: Bidding Phase

The bidding phase will include assistance to the Village as follows:

- Participate in pre-bid meeting and site tour
- Respond to bidders' questions and RFIs
- Prepare clarifications and addenda for distribution
- Review and evaluate bids and submit a recommendation of award letter

Cost Proposal

We are proposing to provide the aforementioned services for a total not-to-exceed fee as provided in the table below.

No.	Description	Hours	Cost
1	Project Meetings and Project Initiation	36	\$6,300
2	Preliminary Design	40	\$6,000
3	60% Design Submittal	134	\$19,500
4	Final Design Submittal	130	\$18,900

No.	Description	Hours	Cost
5	Bidding Phase	30	\$4,600
Other Direct Costs (printing, shipping, misc.):			\$500
Totals:		370	\$55,800

Assumptions

- Replacement of VFD's is assumed to be in-kind with no changes to station capacity (Village staff to provide AECOM all available record documents and operation/maintenance data to ensure same design criteria is provided for new equipment). The new VFD's are assumed to be compatible with the existing MCC with no modifications required to this gear.
- The demolition of existing equipment will be identified using existing as-built drawings, and in some cases the use of pictures taken and placed on the drawings
- New equipment to be installed and supported per manufacturer's design and instructions. It is assumed that existing structural floor/wall bearing capacities are sufficient for the new replacement equipment and no detailed structural analysis or modification is required, such as concrete rehabilitation or additional reinforcement/fortification.
- It is assumed that coordination with regulatory agencies will not be required since the equipment will be replaced in kind, and the preparation of special permit conditions is not accounted in this proposal
- It is assumed that existing electrical supply to the equipment is sufficient to handle the new installed equipment and no electrical upgrades are required
- There are no changes to the existing SCADA controls for the new equipment with existing I/O points maintained (no new SCADA control or process monitoring provisions anticipated). SCADA upgrades to account for the newly installed equipment would be performed separately by the Village's integrator.

Project Schedule

We propose to complete the work within three (3) months of the notice to proceed, which reflects our intimate knowledge and experience performing work at your facilities. We will include one (1) additional month in the project schedule to mitigate against any potential schedule risks. Assuming a Notice-to-Proceed (NTP) of August 1, 2023, AECOM proposes to complete the design work by November 30, 2023.

AECOM proposes to perform these services in accordance with the Terms and Conditions set forth in AECOM's Professional Services Agreement for Engineering Services (copy attached). If you would like to contract with AECOM to complete the described scope of services for this project, please indicate approval of the outlined scope of work and acknowledgement of our terms and conditions by having an authorized representative sign the attached agreement.

Kyle E. Johnson, P.E.
July 25, 2023
Page 5

AECOM

Thank you for the opportunity to prepare this Proposal to you for this project. We would be happy to meet with you to discuss our scope of work further and provide any modifications to the scope, as needed, to better suit the Village of Buffalo Grove.

Very truly yours,

AECOM TECHNICAL SERVICES, INC.

Chad R. Laucamp, P.E.
Project Principle

Timothy J. White, P.E.
Vice President

Attachment

Attachment: Professional Service Contract AECOM updated (O-2023-99 : AECOM Station 6 Design Services)

Exhibit B.
Agreed Upon Pricing Structure

See Page 4 of the Proposal in Exhibit A.

Exhibit C. Insurance

1. Firm's Insurance

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

A. Scope of Insurance: Coverage shall be as follows:

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

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

B. Minimum Limits of Insurance: Firm shall maintain limits of:

- 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. General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 4) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions are the responsibility of the Firm.

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

- 2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, authorized agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, authorized agents, and employees shall be excess of Firm's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees.
- 4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents 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.

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2) Should any of the policies be cancelled before the expiration date thereof, 30 days' 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 authorized to do business in the State of Illinois.

G. Verification of Coverage

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

H. Subcontractors

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

J. Workers' Compensation and Employers' Liability Coverage

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

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

K. Failure to Comply

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

L. Professional Liability

- 1) Professional liability insurance with limits of \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with an aggregate of \$2,000,000.00.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

- a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
- b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.



Ordinance No. O-2023-100 : Ordinance Approving an Amendment to Ordinance 2021-067, an Amendment to the PUD and the Preliminary Plan, to Allow Self-Storage Facility at 105 Lexington Drive.

Recommendation of Action

The PZC recommended approval, subject to conditions. Staff concurs with this recommendation.

SUMMARY: Buffalo Grove Self-Storage is the contract purchaser of the property located at 105 Lexington Drive and is requesting approval of an amendment to the Planned Unit Development to allow the construction of a 4-story self-storage facility.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C Draft PZC Minutes (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, August 21, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: August 21, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Kelly Purvis, Deputy Community Development Director

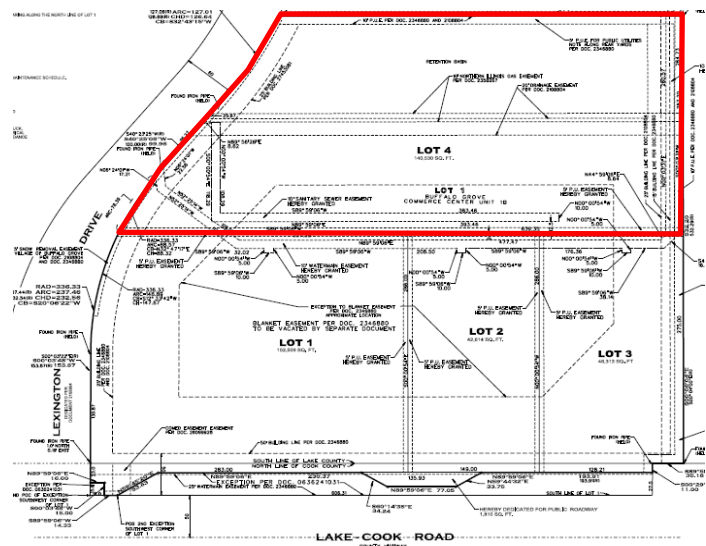
SUBJECT: Consideration of an Amendment to Ordinance No. 2021-067, an Amendment to the Planned Unit Development and the Preliminary Plan, with approval of a self-storage use, to allow the construction of a 112,270 square foot self-storage facility on the property at 105 Lexington Drive.

PROJECT BACKGROUND

Buffalo Grove Self-Storage is the contract purchaser of the property located at 105 Lexington Drive and is requesting approval of an amendment to the Planned Unit Development and Preliminary Plan for the site to allow the construction of a 4-story, 112,268 sf, climate controlled, self-storage facility.

In 2021, the Village Board approved Ordinance No. 2021-067 for the development of the Ricky Rockets site with a new gas station, convenience store and car wash. As part of the project, the property was rezoned as a B-3 Commercial PUD and subdivided into four lots; Lots 1 and 2 were used for the Ricky Rockets development, and Lots 3 and 4 were anticipated to be developed in the future. The proposed storage facility would occupy Lot 4.

Nearly half of the 3.22-acre development site provides stormwater detention for the 4-lot subdivision and is not buildable, making it a challenging site to develop. Prior to the site being subdivided and partially developed by Ricky Rockets, it was previously improved with a 100,000 square foot office building that was occupied by BMO Harris.



Bluestone Resubdivision – Final Plat

PLANNING & ZONING ANALYSIS

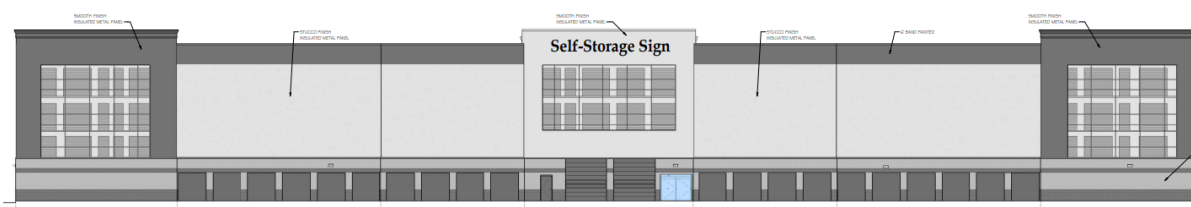
Business Operations:

The facility will offer 773 storage units of varying sizes for a net rentable square footage of approximately 82,265 square feet. The facility will typically have 1-2 employees on-site at a time. The office will be located at the west end of the building and is approximately 385 square feet. There will be a small retail area in the office where customers can purchase general moving supplies. The

petitioner has indicated, on a busy day, the facility will have 6-10 customer visits. The facility will maintain normal business hours, typically 8:00AM to 8:00PM; hours may be adjusted slightly based on local customer needs.

Use:

The self-storage use is an appropriate transition from the commercial uses on Lake Cook Road and the industrial/office uses to the north, east and west of the site. The site's geometry, and the location of the property (lacking visible frontage) also make the site suitable for a self-storage facility. Self-storage is not listed as a permitted or special use in the B-3 zoning district, however the use can be considered as part of the amendment to the PUD.



South Building Elevation

Setbacks and bulk requirements:

The proposed building is 49 feet at its highest point and setback from the property line over 140 feet, which complies with the setback and height requirements. No zoning variations are proposed.

Signage:

The petitioner is proposing a wall sign on the west side of the building (facing Lexington Drive) and the south side (facing the private roadway behind Ricky Rockets). Both wall signs will be internally illuminated channel letter signs and are compliant with the code.

Landscaping and Lighting

Foundation landscaping is proposed on the west side of the building, near the front entrance. Along the south part of the site, landscaping islands will add some greenery between the private road and the storage facility's drive aisle. The proposed lighting complies with the Village illumination standards of no more than .5 footcandles at the property lines. LED wallpack light fixtures are proposed for the exterior of the building.

Traffic, Vehicular Accessibility, and Parking:

There are four proposed access drives to the site; one full access drive is proposed on Lexington Drive and the other three full access drives are proposed along the private roadway to the south of the site. Traffic will be limited to one-way circulation in the east and north part of the site. The trip generation for this use is anticipated to be minimal.

The Zoning Code does not have specific parking requirements for storage facilities. Based upon 1-2 employees being on the site at a time, and the limited number of anticipated visits to the site (6-10 on the busiest days), staff feels that the 7 parking stalls proposed will be adequate to serve the facility and is comparable to other similar storage facilities.

Building Elevations:

A combination of painted CMU and insulated metal panels (in smooth and stucco finishes) are proposed for the building. Building articulation, faux windows, and the change in materials break up the building elevations, as does the varying roof line and cornices.

Stormwater & Engineering:

The site's stormwater detention was coordinated as part of the Ricky Rockets PUD in 2021/2022. Additional stormwater management will be provided with this development on the west part of the site, as required by the Lake County Watershed Development Ordinance and Village Ordinances. The Village's Engineers have indicated that the minimal concerns related to stormwater and utilities can be addressed during the final engineering process.



Color Rendering – Northeast

PUBLIC HEARING COMMENTS

One neighbor from the adjacent townhome development spoke at the public hearing. She was generally supportive of the storage facility use in this location. She requested that the Village focus on good quality architecture, landscaping, and lighting.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of an Amendment to Ordinance No. 2021-067, an Amendment to the Planned Unit Development and the Preliminary Plan, with approval of a self-storage use, to allow the construction of a 112,270 square foot self-storage facility on the property at 105 Lexington Drive, subject to the following conditions:

1. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.
2. The Final Engineering plans shall be submitted 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.

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting approval of an Amendment to Ordinance No. 2021-067, an Amendment to the Planned Unit Development and the Preliminary Plan, with approval of a self-storage use, to allow the construction of a 112,270 square foot self-storage facility on the subject property.

ORDINANCE NO. 2023 - ____**AN ORDINANCE APPROVING AN AMENDMENT TO ORDINANCE NO. 2021-067,
AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AND PRELIMINARY PLAN,
WITH APPROVAL OF A SELF-STORAGE USE,
FOR 105 LEXINGTON DRIVE****VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS****Self-Storage Facility
105 Lexington Drive**

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, 105 Lexington Drive, Buffalo Grove, IL ("Property") is a 3.22-acre site in the B-3 Business District which is currently vacant and unimproved and is hereinafter legally described in Exhibit A; and,

WHEREAS, Buffalo Grove Self Storage, ("Petitioner") has filed a petition to allow the construction of a 112,270 square foot self-storage facility, and is requesting the following approvals:

1. An Amendment to the Ricky Rockets Planned Unit Development Ordinance No. 2021-067 and the Preliminary Plan; and,
2. Approval of a Self-Storage Use; and,

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on July 19, 2023 concerning the petition for approval of the Amendment to the Planned Unit Development Ordinance No. 2021-067, Preliminary Plan, and Self-Storage Use; and,

WHEREAS, the Planning & Zoning Commission made findings and determined that the testimony and exhibits presented by the Petitioner at the public hearing satisfy the standards for Planned Unit Developments as set forth in the Buffalo Grove Zoning Ordinance, as described in the draft minutes attached as Exhibit C; and,

WHEREAS, the Planning & Zoning Commission voted 7 to 0 to unanimously recommend approval of the Amendment to the Planned Unit Development Ordinance No. 2021-067, Preliminary Plan, and Self-Storage Use; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed amendment to the Planned Unit Development Ordinance No. 2021-067, Preliminary Plan, and Self-Storage Use will serve the best interests of the Village.

WHEREAS, the proposed development shall be operated 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 the July 19, 2023 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:

Section 1. This Ordinance is made pursuant to and in accordance with the Village’s Zoning Ordinance and the Village’s Home Rule powers. The preceding whereas clauses are hereby made a part of this Ordinance.

Section 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the amendment to the Planned Unit Development Ordinance No. 2021-067, Preliminary Plan, and Self-Storage Use for the Property at 105 Lexington Drive, Buffalo Grove, IL, subject to the following conditions:

- A. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.
- B. The Final Engineering plans shall be submitted in a manner acceptable to the Village.
- C. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.
- D. The landscaping on the site shall be maintained in compliance with the approved landscape plan in perpetuity.

Section 3. This Ordinance shall be in full force and effect upon passage.

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

Village Clerk

APPROVED:

Eric Smith, Village President

EXHIBIT A**Legal Description**

**Self-Storage Facility
105 Lexington Road**

LOT 4 IN THE FINAL PLAT OF BLUESTONE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN BUFFALO GROVE COMMERCE CENTER UNIT 1B IN PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE AND COOK COUNTIES, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 18, 2022 AS DOCUMENT 7862372, IN LAKE COUNTY AND RECORDED JANUARY 20, 2022 AS DOCUMENT 2202019040 IN COOK COUNTY, ILLINOIS

PINS: 15-34-310-022

5

EXHIBIT B

Plan Set

**Self-Storage Facility
105 Lexington Road**

EXHIBIT C

Draft Minutes from the July 19, 2023 Planning & Zoning Commission Meeting
Self-Storage Facility
105 Lexington Road



June 22, 2023

Nicole Woods, AICP
 Kelly Purvis, AICP
 Village of Buffalo Grove
 50 Raupp Boulevard
 Buffalo Grove, IL 60089

**RE: Project Description Narrative Statement
 Climate Controlled Self-Storage Facility
 105 Lexington Drive
 Buffalo Grove, IL 60089**

Project Narrative,

This project consists of developing the currently vacant site located at 105 Lexington Drive (currently zoned B-3, Planned Business Center District) to include a four-story 112,268 SF Climate Controlled Self-Storage Facility and will require an amendment to the underlying PUD and Preliminary Plan Review. The site is 3.22 acres (140,530 SF) in size and is currently vacant with a storm water detention facility situated on more than half of the northern portion of the site. The buildable area of the site is an unusually long (east-west) and narrow (north-south) portion of the southern half of the site. The northern portion of the site was used to create storm water detention for the entire four lot re-subdivision project which includes Ricky Rockets, a car wash and a third development lot along Lake Cook Road. The configuration of the buildable area forces a long and narrow building as indicated by the preliminary plans submitted. To break this up the proposed building has been articulated with sections of the southern elevation bumping out to the south, east and west to give the appearance of a series of smaller elevations. Additionally, the top of the exterior walls at the southeast and southwest corners have been articulated with a cornice. The site will be landscaped per Village Ordinance. This development will provide a quiet buffer between the lighter use commercial to the north and residential area to the northwest from the much busier commercial uses to the south (Gas Station, Car Wash and potential truck tire store).

An Illinois Licensed Professional Design Firm #184.002314

Some facts about Climate Controlled Self-Storage Facilities:

- This type of self-storage facility (climate controlled with interior load-in/load-out) are extremely desirable to the market for both local residential and local commercial storage.
- It is a benign use that, unlike other commercial uses, does not create noise, smells or vibration. Other "Of Right" commercial users can have 20-30 employees (20-30 employee vehicles daily) numerous customer visits and numerous large truck deliveries.
- This facility will typically have 1 – 2 employees onsite at a time.
- On a busy day, this facility will have 6-8-10 customer trips.
- The facility is a very secure, quiet, and well-lit neighbor.
- This facility maintains normal business hours, typically 8AM to 8PM. Hours may be adjusted slightly based on local customer needs. Doors are locked and access is gained by tenants with a key code. After hours visits to the interior of the building are restricted unless prior arrangements are made in case of an emergency.
- This facility will have security cameras both inside and outside the building.
- This facility will have one two-yard dumpster located inside the drive-in loading area for management use. Tenants are responsible for removing their own garbage.

We look forward to meeting at the Preliminary Review to discuss this project. Should you have any questions prior to the meeting do not hesitate to reach out!

Sincerely,

Architects' Studio, LLC

Jeffrey Budgell

**Jeffrey Budgell, Architect
FALA, NCARB, LEED-AP**

An Illinois Licensed Professional Design Firm #184.002314

105 LEXINGTON DR.
BUFFALO GROVE, IL 60090
New Climate Controlled Self-Storage Facility

A0	COVER SHEET
A-0.1	PRELIMINARY ARCHITECTURAL SITE PLAN
A-0.1B	PRELIMINARY VEHICLE CIRCULATION PLAN & RTU LINE OF SIGHT
A-1.0	PRELIMINARY GROUND FLOOR - UNIT MIX
A-1.1	PRELIMINARY SECOND LEVEL - UNIT MIX
A-1.2	PRELIMINARY THIRD LEVEL - UNIT MIX
A-1.3	PRELIMINARY FOURTH LEVEL - UNIT MIX
A-2.0	PRELIMINARY ELEVATIONS - GREY SCHEME
A-2.3	PERSPECTIVES

SCOPE OF WORK:
PROJECT CONSISTS OF BUILDING AND CREATING NEW 113,056 S.F. FOUR STORY CLIMATE CONTROLLED SELF-STORAGE BUILDING. THE PROJECT IS LOCATED AT 105 LEXINGTON DR. BUFFALO GROVE, IL.

USE GROUP:
MODERATE HAZARD STORAGE, GROUP S-1
THE BUILDING WILL BE FULLY SPRINKLERED

CONSTRUCTION TYPE:
CONSTRUCTION TYPE IIB

ALLOWABLE NUMBER OF STORIES ABOVE GRADE (TABLE 503, PAGE 107):
ALLOWABLE = 5 STORIES
PROPOSED = 4 STORIES

BUILDING FOOTPRINT
FIRST FLOOR = 28,464 SF

SELF STORAGE FACILITY
105 LEXINGTON DR
BUFFALO GROVE, IL 60090

CLIENT:
BUFFALO GROVES STORAGE, LLC

IR

DRAWN BY:
EZMC

DRAWING TITLE:
COVER SHEET

SCALE: AS NOTED

DATE: 06/30/23
ISSUED FOR:
REVIEW

DRAWING #:

OF

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[illegible]

SELF STORAGE FACILITY
105 LEXINGTON DR
BUFFALO GROVE, IL 60090

CLIENT: BUFFALO GROVE STORAGE, LLC
2100 W. LEXINGTON DR., SUITE 100
BUFFALO GROVE, IL 60089

IR

DRAWN BY:
EZMC

DRAWING TITLE:
COVER SHEET

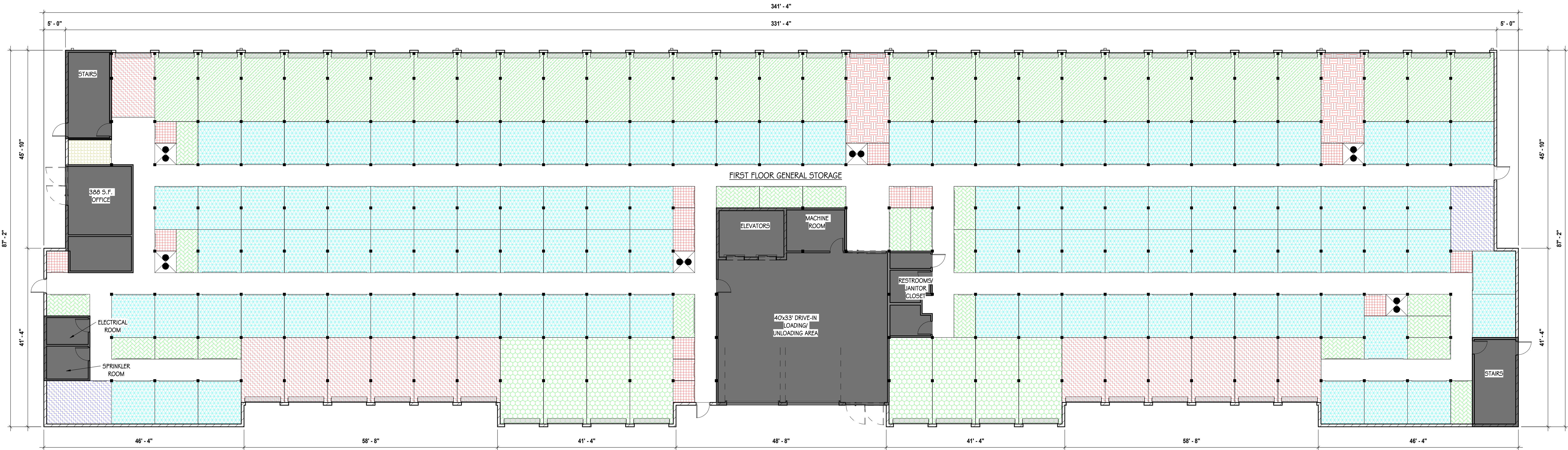
SCALE: AS NOTED

DATE: 06/30/23
ISSUED FOR:
REVIEW

DRAWING #:

OF

Attachment: Exhibit B. Plan Set (O-2023-100 : Ordinance Approving an Amendment to Ordinance 2021-067 for Self-Storage at 105 Lexington)



PRELIMINARY GROUND LEVEL FLOOR PLAN - UNIT MIX
SCALE: 3/32" = 1'-0"

JOB SITE - BUFFALO GROVE SELF STORAGE																		UNIT MIX SCHEDULE										# OF UNITS	MICS. AREAS - SQUARE FOOTAGE
CLIMATE CONTROLLED BUILDING	GROSS S.F.	5x5	5x6	5x8'-8"	5x10	5x11	6x10	10x10	10x11	10x15	10x15E	10x16	10x16E	10x20	10x20E	10x21													
FIRST FLOOR	28,464	15	0	0	20	0	1	104	0	2	13	0	29	0	8	2	194.00	FRONT OFFICE/TOILETS - 578 S.F.											
SECOND FLOOR	28,464	10	0	3	9	0	1	85	31	45	0	1	0	3	0	0	188.00												
THIRD FLOOR	28,464	7	1	3	9	2	4	95	26	43	0	1	0	3	0	0	194.00												
FOURTH FLOOR	28,464	11	1	3	13	2	4	90	26	43	0	1	0	3	0	0	197.00												
# OF UNITS		43	2	9	51	4	10	374	83	133	13	3	29	9	8	2	773.00	TOTAL # OF UNITS											
S.F. PER UNIT		25.00	30.00	43.33	50.00	55.00	60.00	100.00	110.00	150.00	150.00	160.00	160.00	200.00	200.00	210.00													
TOTAL S.F.		1,075.00	60.00	389.97	2,550.00	220.00	600.00	37,400.00	9,130.00	19,950.00	1,950.00	480.00	4,640.00	1,800.00	1,600.00	420.00	82,264.97	NET RENTABLE (S.F.)											
% UNITS (#)		5.56%	0.26%	1.16%	6.60%	0.52%	1.29%	48.38%	10.74%	17.21%	1.68%	0.39%	3.75%	1.16%	1.03%	0.26%	100.00%												
% UNITS (S.F.)		1.31%	0.07%	0.47%	3.10%	0.27%	0.73%	45.46%	11.10%	24.25%	2.37%	0.58%	5.64%	2.19%	1.94%	0.51%													
TOTAL BUILDING	113,856																												
																		106.42	AVERAGE UNIT (S.F.)										
																		72%	EFFICIENCY										
																			E= EXTERIOR UNIT										

PRELIMINARY
NOT FOR CONSTRUCTION

architects' studio

105 WEST LEXINGTON DRIVE
BUFFALO GROVE, IL 60090
TEL: 630.417.5990

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FOR REVIEW

SELF STORAGE FACILITY
105 LEXINGTON DR
BUFFALO GROVE, IL 60090

DRAWING TITLE:
PRELIMINARY GROUND FLOOR -
UNIT MIX

CHECKED BY:
JB

DRAWN BY:
FZAC

SCALE: AS NOTED

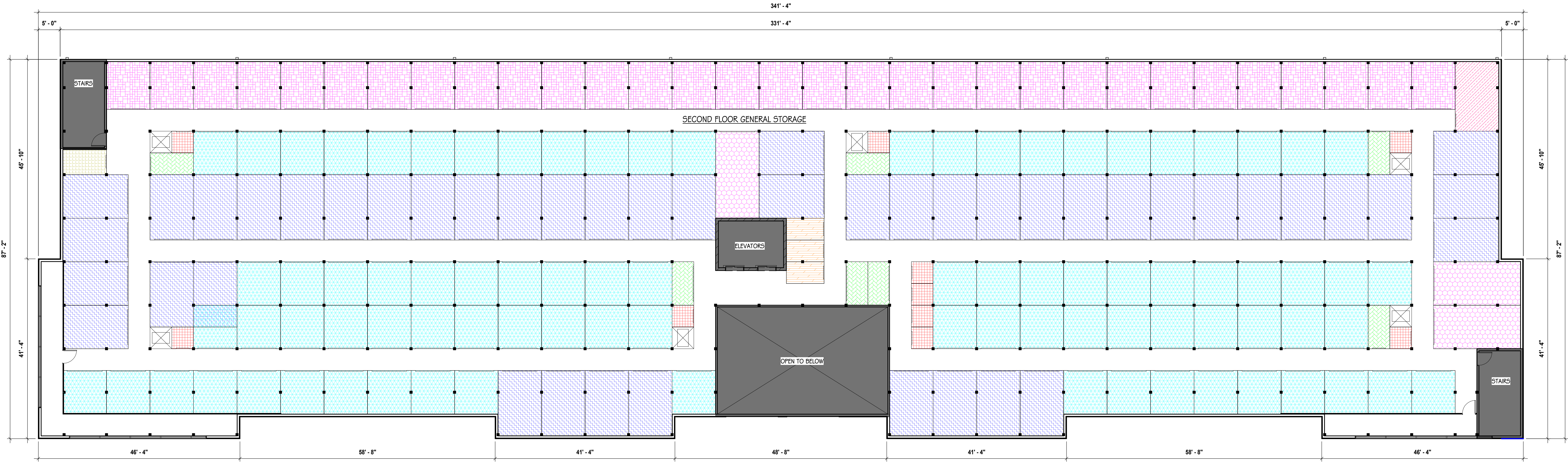
DRAWING #:
A-1.0

DATE: 06/30/23
ISSUED FOR:
REVIEW

OF

Attachment: Exhibit B. Plan Set (O-2023-100 : Ordinance Approving an Amendment to Ordinance 2021-067 for Self-Storage at 105 Lexington)

Packet Pg. 254



1 PRELIMINARY SECOND LEVEL FLOOR PLAN - UNIT MIX
A-1.1 SCALE: 3/32" = 1'-0"

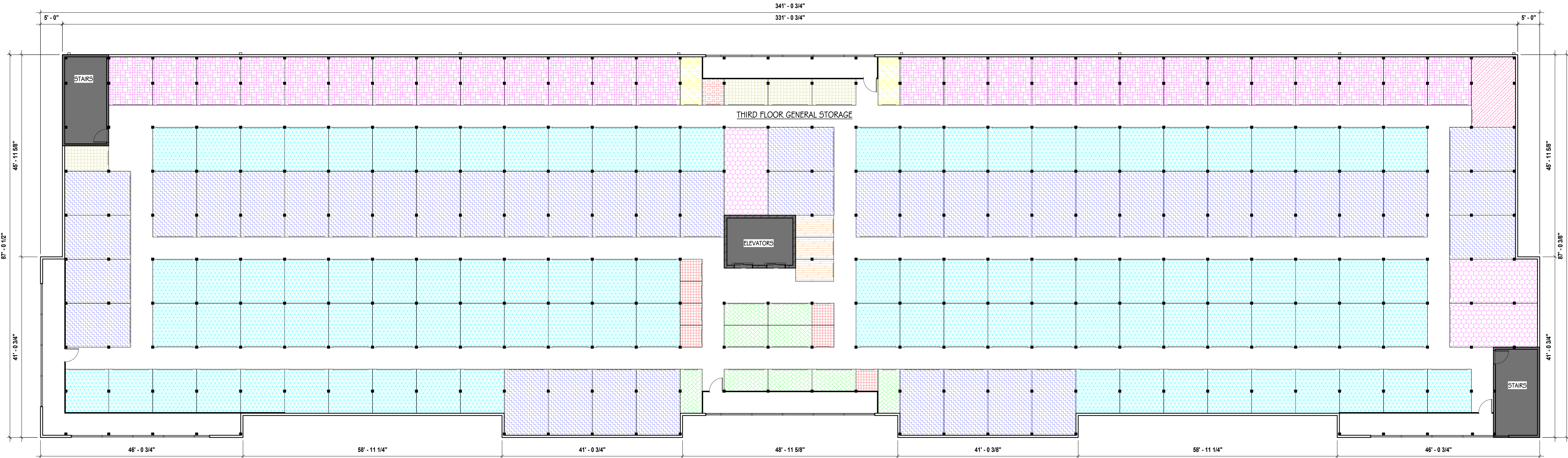
JOB SITE BUFFALO GROVE SELF STORAGE

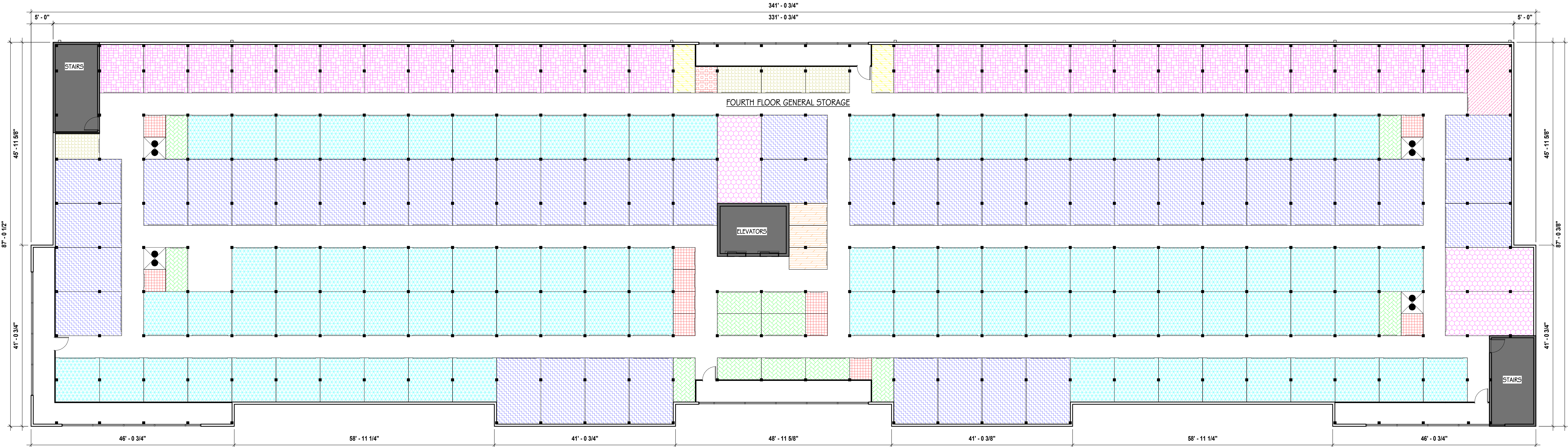
CLIMATE CONTROLLED BUILDING	GROSS S.F.	UNIT MIX SCHEDULE															# OF UNITS	MICS. AREAS - SQUARE FOOTAGE
		5x5	5x6	5x8-8"	5x10	5x11	6x10	10x10	10x11	10x15	10x15E	10x16	10x16E	10x20	10x20E	10x21		
FIRST FLOOR	28,464	15	0	0	20	0	1	104	0	2	13	0	29	0	8	2	194.00	FRONT OFFICE/TOILETS - 578 S.F.
SECOND FLOOR	28,464	10	0	3	9	0	1	85	31	45	0	1	0	3	0	0	188.00	
THIRD FLOOR	28,464	7	1	3	9	2	4	95	26	43	0	1	0	3	0	0	194.00	
FOURTH FLOOR	28,464	11	1	3	13	2	4	90	26	43	0	1	0	3	0	0	197.00	
# OF UNITS		43	2	9	51	4	10	374	83	133	13	3	29	9	8	2	773.00	TOTAL # OF UNITS
S.F. PER UNIT		25.00	30.00	43.33	50.00	55.00	60.00	100.00	110.00	150.00	150.00	160.00	160.00	200.00	200.00	210.00		
TOTAL S.F.	1,075.00	60.00	389.97	2,550.00	220.00	600.00	37,400.00	9,130.00	19,950.00	1,950.00	480.00	4,640.00	1,800.00	1,600.00	420.00		82,264.97	NET RENTABLE (S.F.)
% UNITS (#)		5.56%	0.26%	1.16%	6.60%	0.52%	1.29%	48.38%	10.74%	17.21%	1.68%	0.39%	3.75%	1.16%	1.03%	0.26%	100.00%	
% UNITS (S.F.)		1.31%	0.07%	0.47%	3.10%	0.27%	0.73%	45.46%	11.10%	24.25%	2.37%	0.58%	5.64%	2.19%	1.94%	0.51%		
TOTAL BUILDING	113,856																106.42	AVERAGE UNIT (S.F.)
																	72%	EFFICIENCY

E= EXTERIOR UNIT

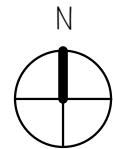
PRELIMINARY

NOT FOR CONSTRUCTION





1 PRELIMINARY FOURTH LEVEL FLOOR PLAN - UNIT MIX
A-1.3 SCALE: 3/32" = 1'-0"



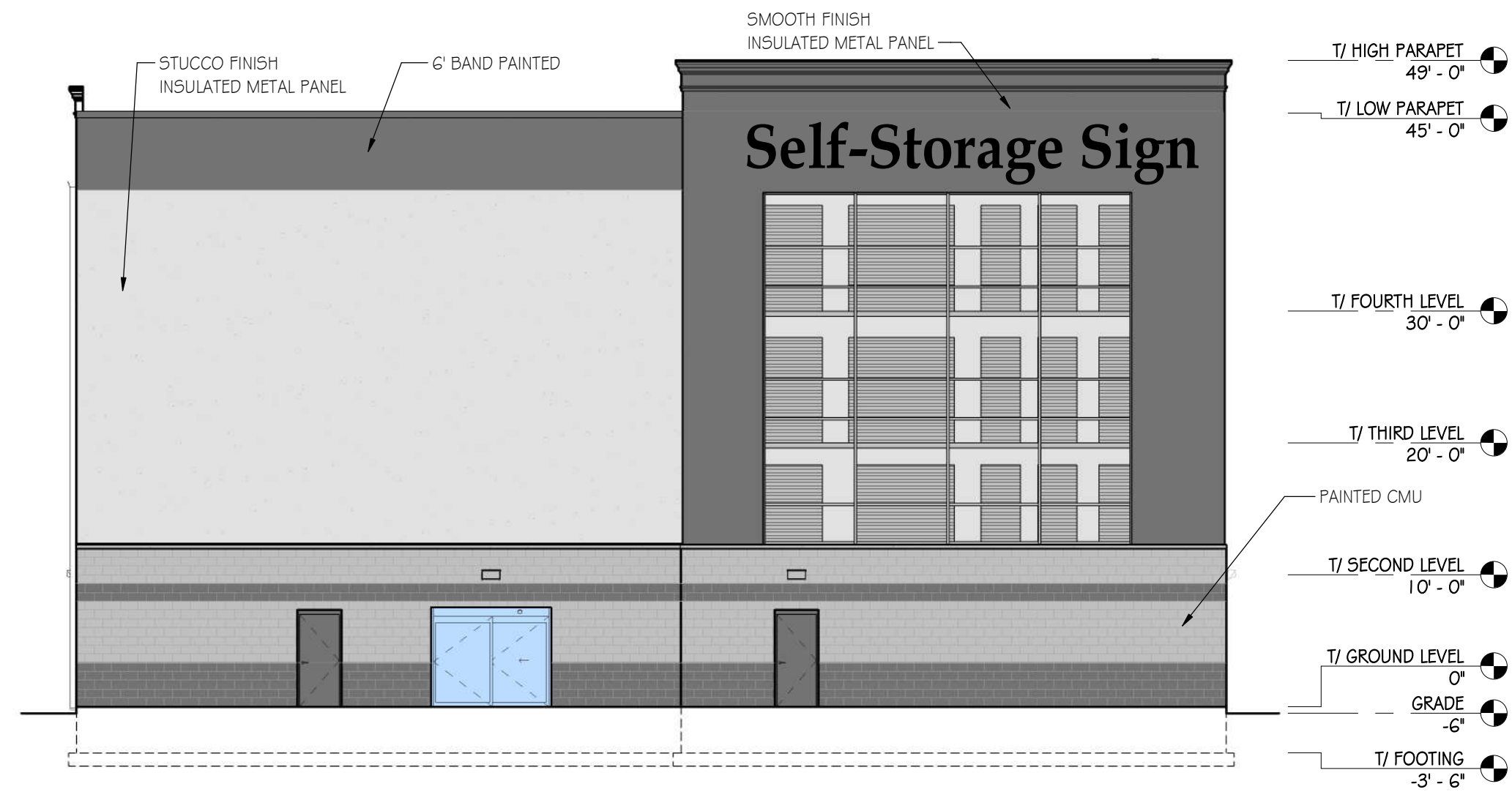
JOB SITE BUFFALO GROVE SELF STORAGE

CLIMATE CONTROLLED BUILDING		UNIT MIX SCHEDULE															# OF UNITS	MICS. AREAS - SQUARE FOOTAGE
		5x5	5x6	5x8-8"	5x10	5x11	6x10	10x10	10x11	10x15	10x15E	10x16	10x16E	10x20	10x20E	10x21		
FIRST FLOOR	28,464	15	0	0	20	0	1	104	0	2	13	0	29	0	8	2	194.00	FRONT OFFICE/TOILETS - 578 S.F.
SECOND FLOOR	28,464	10	0	3	9	0	1	85	31	45	0	1	0	3	0	0	188.00	
THIRD FLOOR	28,464	7	1	3	9	2	4	95	26	43	0	1	0	3	0	0	194.00	
FOURTH FLOOR	28,464	11	1	3	13	2	4	90	26	43	0	1	0	3	0	0	197.00	
# OF UNITS		43	2	9	51	4	10	374	83	133	13	3	29	9	8	2	773.00	TOTAL # OF UNITS
S.F. PER UNIT		25.00	30.00	43.33	50.00	55.00	60.00	100.00	110.00	150.00	150.00	160.00	160.00	200.00	200.00	210.00		
TOTAL S.F.		1,075.00	60.00	389.97	2,550.00	220.00	600.00	37,400.00	9,130.00	19,950.00	1,950.00	480.00	4,640.00	1,800.00	1,600.00	420.00	82,264.97	NET RENTABLE (S.F.)
% UNITS (#)		5.56%	0.26%	1.16%	6.60%	0.52%	1.29%	48.38%	10.74%	17.21%	1.68%	0.39%	3.75%	1.16%	1.03%	0.26%	100.00%	
% UNITS (S.F.)		1.31%	0.07%	0.47%	3.10%	0.27%	0.73%	45.46%	11.10%	24.25%	2.37%	0.58%	5.64%	2.19%	1.94%	0.51%		
TOTAL BUILDING	113,856																	
																	106.42	AVERAGE UNIT (S.F.)
																	72%	EFFICIENCY

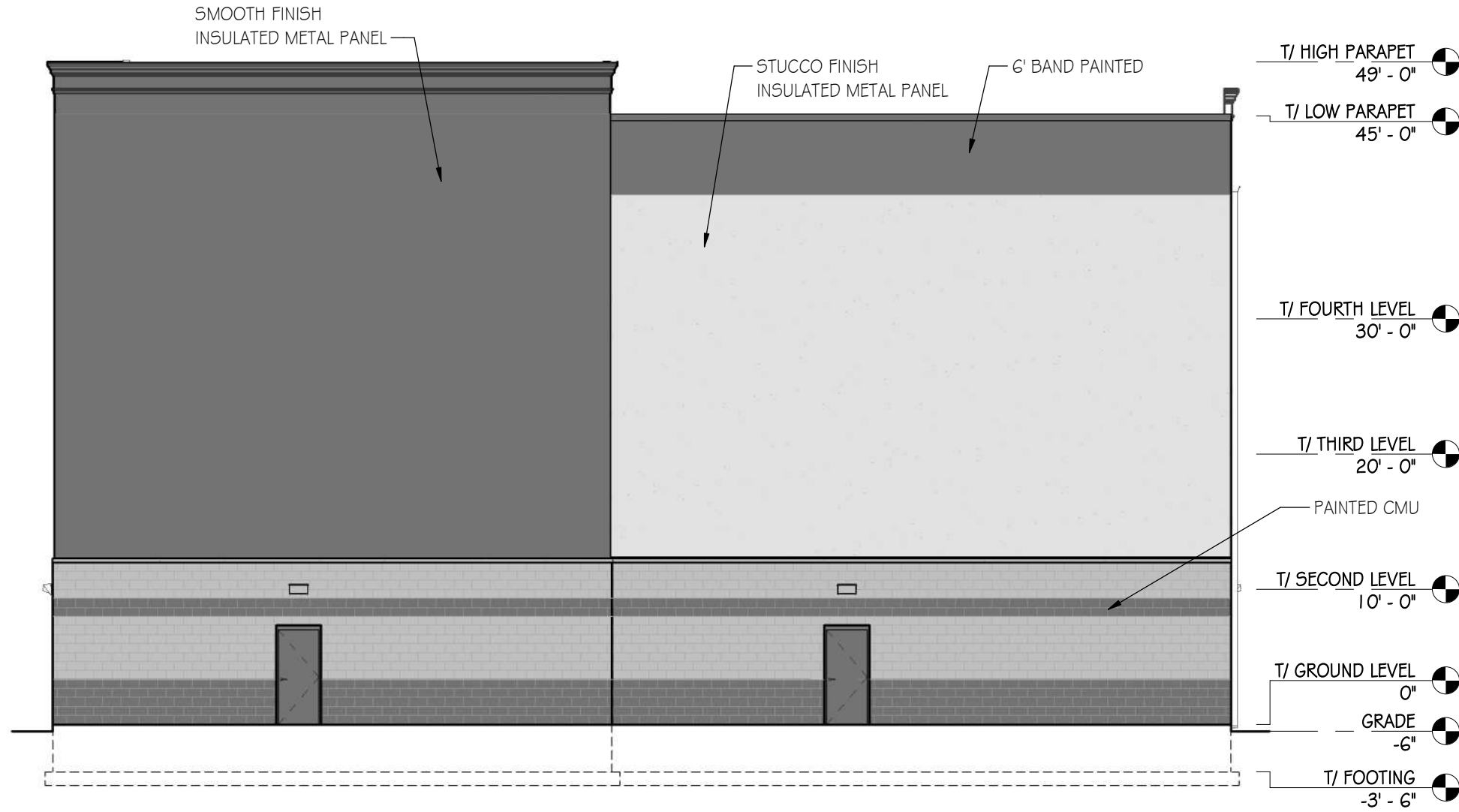
E= EXTERIOR UNIT

PRELIMINARY

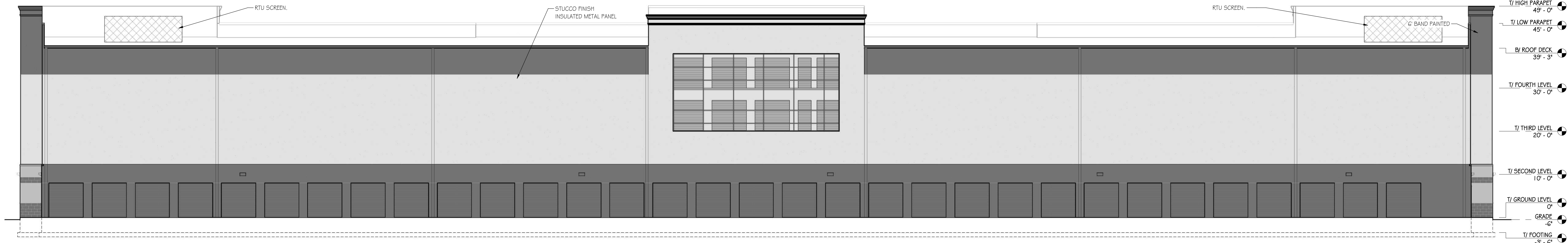
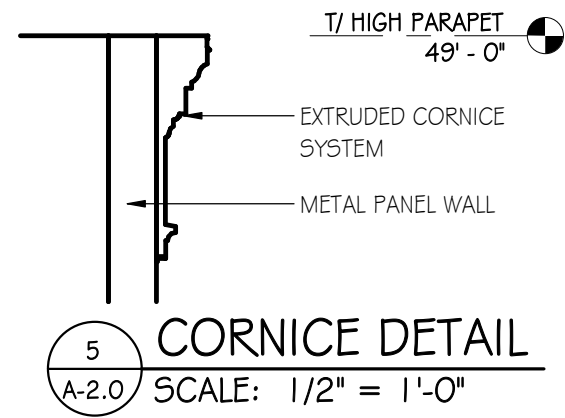
NOT FOR CONSTRUCTION



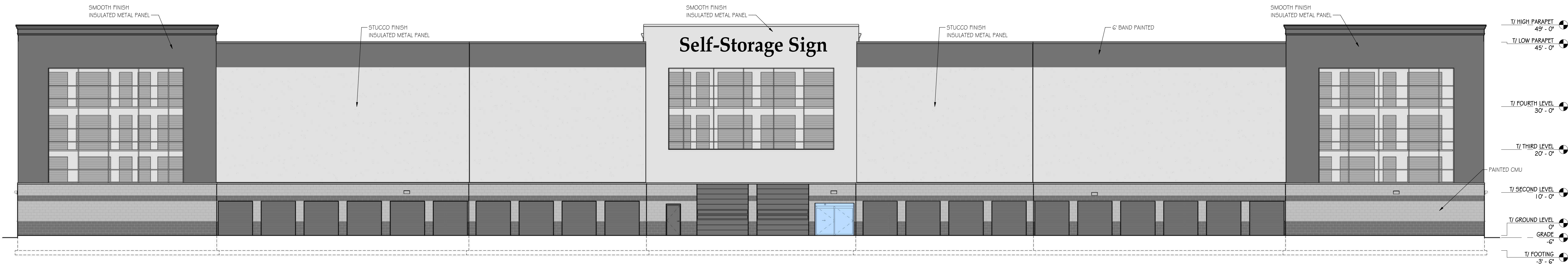
1 PRELIMINARY WEST ELEVATION
A-2.0 SCALE: 3/32" = 1'-0"



2 PRELIMINARY EAST ELEVATION
A-2.0 SCALE: 3/32" = 1'-0"



3 PRELIMINARY NORTH ELEVATION (REAR)
A-2.0 SCALE: 3/32" = 1'-0"



4 PRELIMINARY SOUTH ELEVATION (FRONT)
A-2.0 SCALE: 3/32" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

architects' studio

105 WEST LEXINGTON DRIVE
BUFFALO GROVE, IL 60089
TEL: 630.417.5900
FAX: 630.417.5901

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ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184-00214

SELF STORAGE FACILITY

105 LEXINGTON DR
BUFFALO GROVE, IL 60090

OWNER: BUFFALO GROVE STORAGE, LLC
2111 W. WALTON ST.
BUFFALO GROVE, IL 60089

DRAWING TITLE:
PRELIMINARY ELEVATIONS -
GREY SCHEME

DRAWN BY:
FZAC

CHECKED BY:
JB

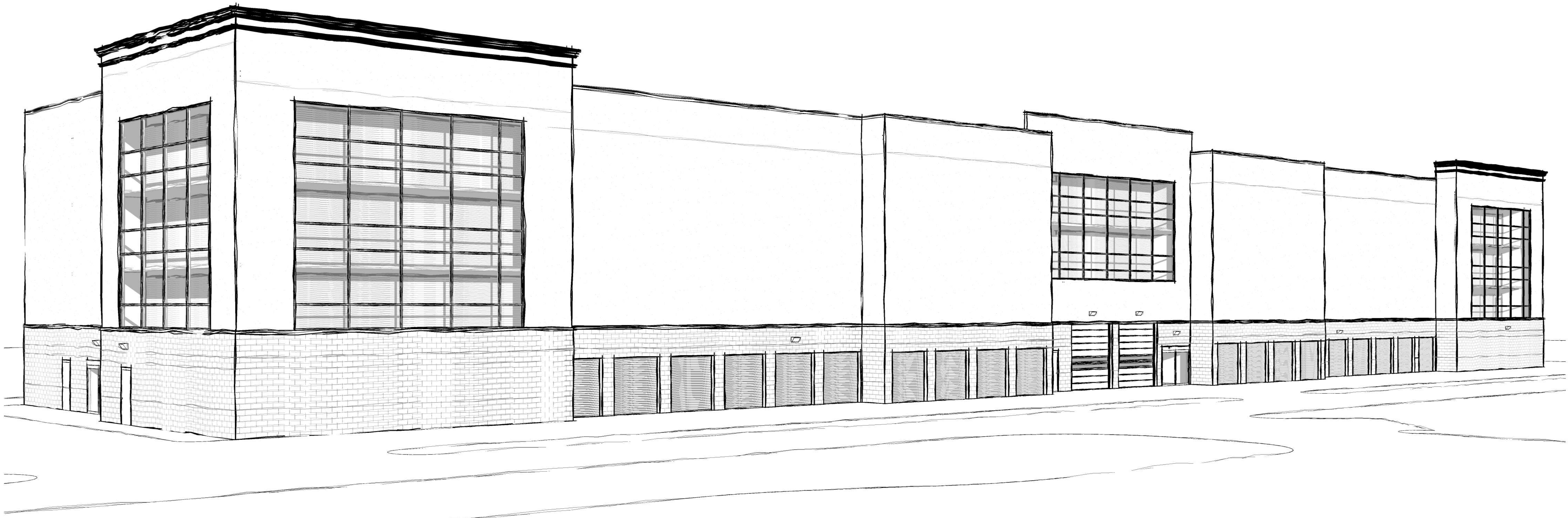
SCALE: AS NOTED

DATE: 06/30/23
ISSUED FOR:
REVIEW

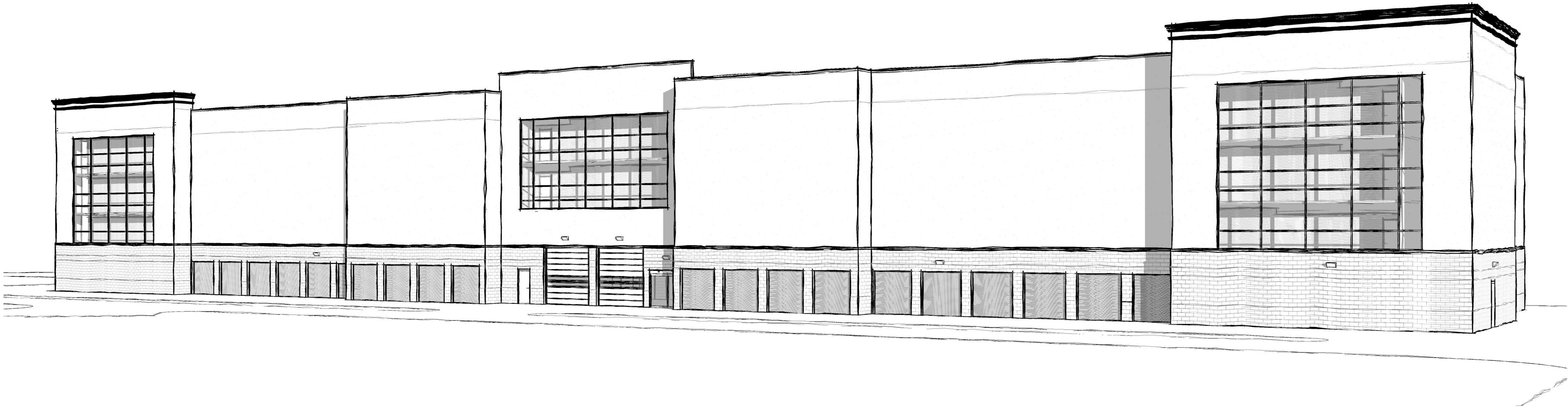
DRAWING #:
A-2.0
OF

Attachment: Exhibit B. Plan Set (O-2023-100 : Ordinance Approving an Amendment to Ordinance 2021-067 for Self-Storage at 105 Lexington)

Packet Pg. 258



SOUTHWEST VIEW



SOUTHEAST VIEW

PRELIMINARY
NOT FOR CONSTRUCTION

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105 WEST WALTON STREET
Evanston, IL 60126

T: 630.471.5990

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SELF STORAGE FACILITY
105 LEXINGTON DR
BUFFALO GROVE, IL 60090
CLIENT: BUFFALO GROVE STORAGE, LLC
2112 W. WALTON ST.
Evanston, IL 60126

DRAWING TITLE:
PERSPECTIVES

DATE: 06/30/23
ISSUED FOR:
REVIEW

DRAWING #:
A-2.3

SCALE: AS NOTED

DRAWN BY: FZAC

CHECKED BY: JB

REV #

DATE

REVISION / ISSUE

FOR REVIEW

8.G.C.

Attachment: Exhibit B, Plan Set (O-2023-100 : Ordinance Approving an Amendment to Ordinance 2021-067 for Self-Storage at 105 Lexington)

Packet Pg. 259



FRONT VIEW



SOUTHWEST VIEW



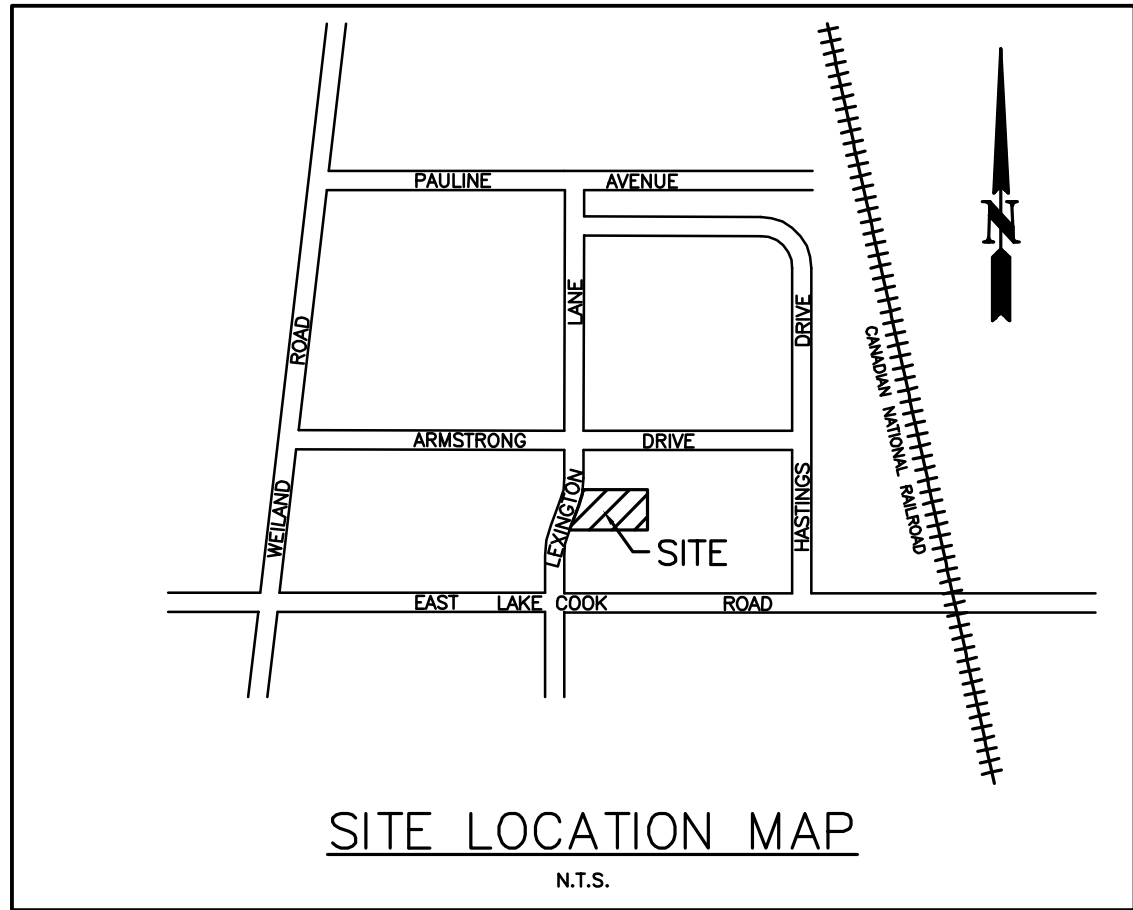
SOUTHEAST VIEW



DRIVE-IN VIEW

SELF STORAGE FACILITY

PRELIMINARY ENGINEERING 105 LEXINGTON DRIVE BUFFALO GROVE, ILLINOIS



SITE LOCATION MAP
N.T.S.

EXISTING	LEGEND	PROPOSED
+ 819.24	WALK GRADE	X W=631.75
+ 819.04	CURB GRADE	X C=630.62
+ 818.48	GUTTER GRADE	X G=630.39
+ 817.56	PAVEMENT GRADE	X P=631.25
+ 815.60	GRADE	X 632.51
-----639-----	CONTOUR	-----639-----
=====	CONC. CURB TO BE REMOVED	=====
-----	SPECIAL CONCRETE CURB	-----
-----	SANITARY SEWER	-----
-----	STORM SEWER	-----
-----	WATERMAIN	-----
---XX---XX---XX---XX---	ORNAMENTAL FENCE	---W2"---
-X-X-X-X-X-X-X-X-	CHAIN LINK FENCE	
-o-o-o-o-o-o-o-o-	WOOD FENCE	
-+--+--+--+--+--+--	GUARD RAIL	
->->->->->->->-	DITCH FLOWLINE	
⊙	MANHOLE	⊙
⊞	CATCH BASIN	⊞
⊠	INLET BASIN	⊠
⊗	VALVE VAULT	⊗
⊕	VALVE BOX	⊕
⊛	LIGHT POLE	⊛
⊙	WOOD POLE	⊙
⊙	FIRE HYDRANT	⊙
→	DIRECTION OF DRAINAGE	→
-----	CONCRETE WALK/PAVEMENT	-----
-----	SILT FENCE	-----
-----	PROPERTY LINE	-----
-----	UNDERGROUND ELECTRIC	-----
-----	GAS MAIN	-----
-----	UNDERGROUND TELEPHONE	-----
-----	UNDERGROUND FIBER OPTIC	-----
-----	OVERLAND FLOW ROUTE	-----

GENERAL DEVELOPMENT NOTES

1. All work shall be performed in a manner so as not to unreasonably impair or interfere with the use, occupancy or enjoyment of, or with any business conducted on, any adjacent property.
2. At all times during the performance of any Work all areas other than the construction site proper and the staging area shall be kept free from any loose dirt, debris, equipment or construction materials relating to the work.
3. Upon completion of the Work, Constructing Party shall promptly restore the area to as good or better condition than existed before the use of the area commenced. Restoration shall include, without limitation, clearing the areas of all loose dirt, debris, equipment and construction materials, the repair or replacement of paving, striping and landscaping, and the repair or replacement of any and all damaged areas or improvements.

SPECIAL NOTE:

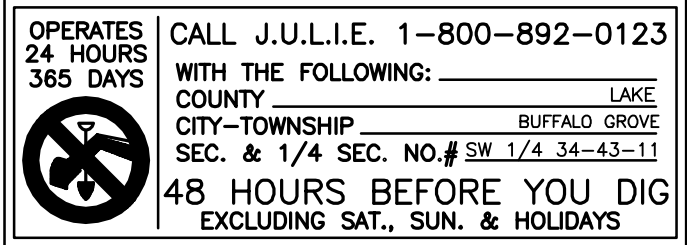
THE CONTRACTOR SHALL AT ALL TIMES CONDUCT HIS WORK IN A MANNER AS TO MINIMIZE HAZARDS TO VEHICULAR AND PEDESTRIAN TRAFFIC. TRAFFIC CONTROLS AND WORK SITE PROTECTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 6 (TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS) OF THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. ALL SIGNS, BARRICADES, FLAGGERS, ETC. REQUIRED FOR TRAFFIC CONTROL SHALL BE FURNISHED BY THE CONTRACTOR. ANY WORK IN THE LEXINGTON DRIVE RIGHT OF WAY SHALL COMPLY WITH ALL IDOT AND VILLAGE OF BUFFALO GROVE STANDARDS AND REQUIREMENTS.

SPECIAL NOTE TO CONTRACTOR

THE CONTRACTOR IS ADVISED THAT EXISTING STORM WATER MANAGEMENT FACILITIES SERVING THE PROPOSED CONSTRUCTION AREA ARE CURRENTLY IN PLACE AND IN SERVICE. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL EROSION CONTROL FACILITIES AS REQUIRED SUCH THAT NO SILTATION FROM THE CONSTRUCTION PROJECT IS TRIBUTARY TO THESE EXISTING FACILITIES.

GENERAL NOTES AND SPECIFICATIONS

1. All roadway and pavement construction shall comply with the requirements of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", latest edition, except as may be modified by the project plans and specifications.
2. All underground construction shall comply with the requirements of the "Standard Specifications for Water and Sewer Main Construction in Illinois", Illinois Municipal League, latest edition, except as may be modified by project plans and specifications.
3. Water mains shall be protected in accordance with the requirements of the Illinois EPA. Where a sewer crosses below a water main, a minimum vertical separation of 18" shall be provided between the top of the sewer pipe and the bottom of the water main pipe. Where this 18" vertical separation is not provided or when the water main crosses below the sewer, the sewer shall be constructed to water main standards for a minimum of 10 feet on each side of the water main unless otherwise noted on the drawings. If the water main crosses beneath the sewer, 18" vertical separation shall be provided in all cases. Minimum water main cover is 5'-6". Minimum horizontal separation of 10' between sewer and water main is required.
4. All sewer and water main trenches under or within two feet of existing or proposed curbs, sidewalks, or pavement shall be backfilled with compacted porous granular backfill (IDOT gradation CA-6).
5. Commonwealth Edison, A.T.& T., Nicor Gas and other utility company facilities are not necessarily shown on the drawings and must be located in the field prior to construction. Call J.U.L.I.E. (1-800-892-0123) at least 48 hours prior to the start of construction.
6. Any pavement or other improvements disturbed by contractor's operations shall be replaced in kind at no additional cost.
7. Valve vault, catch basin, and manhole covers and rings shall be set in workmanlike manner in mastic bed.
8. All elevations shown are NAVD 88 datum.
9. The Village of Buffalo Grove Building, Engineering, and Public Works Departments shall be notified at least two working days prior to start of construction.
10. All structures shall be clean at time of final acceptance by the Village at no additional cost.
11. All work to meet all State and Local codes and requirements.
12. Water and sewer locations are shown on the drawing from the best available information and must be located in the field by the contractor prior to construction. Any discrepancy that the contractor may find with the plan shall be immediately reported to the engineer and the Village for resolution prior to proceeding with construction.
13. Valve vault lids shall be stamped "Water", storm manhole covers shall be stamped "Storm", and sanitary manhole covers shall be stamped "Sanitary".
14. Sanitary sewer pipe shall be PVC SDR 26 pipe meeting the requirements of ASTM D-3034 with flexible elastomeric joints per ASTM D-3212, unless otherwise noted on the drawings.
15. D.I. sewer pipe to be cement-lined ductile iron pipe, Class 55 conforming to ANSI specification A21.51 with push-on rubber gasket joints ANSI A21.11. All D.I. sewer pipe shall be polyethylene wrapped, 8 mil thick per ANSI 221.5-1972 and AWWA C-105-72.
16. Stone bedding 1/4" to 1" in size, with a minimum depth of 6" below the pipe and 12" above the pipe shall be provided for all sanitary sewer construction (IDOT gradation CA-11 or CA-13).
17. All floor drains shall be connected to the sanitary sewer system. All down spouts and footing drains shall discharge into the storm sewer system.
18. "Band Seal" or similar flexible type couplings shall be used in the connection of sewer pipe of dissimilar materials.
19. Concrete thrust blocks to prevent movement of water main under pressure shall be placed at all tees, valves, and bends of 1 1/4" and greater.
20. PVC Storm sewer pipe shall be PVC SDR 26 pipe meeting the requirements of ASTM D 3034 with flexible elastomeric joints per ASTM D 3212, except as noted.
21. Water service line (2" and smaller) shall be copper water tube, type K, soft temper for underground service conforming to ASTM B-88 and B251 and also conforming to all Village of Buffalo Grove requirements. Water mains and service lines larger than 2" shall be cement-lined ductile iron, Class 52, conforming to AWWA standard C-151, C-111 and C-104 with push-on rubber gasket joints. All fittings to be cement lined. Sterilization and pressure testing in accordance with the local governing authority's requirements is included. All ductile iron watermain shall be polyethylene wrapped, 8 mil thick per ANSI 221.5-1972 and AWWA C-105-72.
22. The contractor(s) shall indemnify the owner, the Northwestern Engineering Consultants P.C., and the municipality, their agents, etc. from all liability involved with the construction, installation and testing of the work on this project. The Contractor(s) is (are) solely responsible for jobsite safety. The design engineer shall not be responsible for the means, methods, procedures, techniques, or sequences of construction not specified herein, nor for the safety on the job site, nor shall the design engineer be responsible for the contractor's failure to carry out the work in accordance with the contract documents.
23. All concrete used shall be I.D.O.T. Class SI, except for concrete pavement which shall be I.D.O.T. Class PV.
24. All work shall comply with the LEPA "Standard Specifications for Soil Erosion and Sediment Control" current edition. The contractor shall take whatever steps are necessary to control erosion on the site. Erosion control features shall be constructed concurrently with other work on the site. The contractor shall take sufficient precaution to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful material. He shall conduct and schedule his operations so as to avoid or minimize siltation of streams, lakes and reservoirs. Hauling will not be allowed when the work site is too wet to maintain acceptable conditions on adjacent streets. Adjacent streets and driveways shall be manually or mechanically swept periodically as may be required to maintain clean conditions.
25. When connecting to an existing sewer main by means other than an existing wye, tee, or an existing manhole, one of the following methods shall be used:
 - A. Circular saw-cut of sewer main by proper tools ("Sewer-Tap" machine or similar) and proper installation of hub-wye saddle or hub-tee saddle.
 - B. Remove an entire section of pipe (breaking only the top of one bell) and replace with a wye or tee branch section.
 - C. With pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fitting, using "Band-Seal" or similar couplings to hold it firmly in place.
26. All existing field drainage tile encountered or damaged during construction are to be restored to their original condition, properly rerouted and/or connected to the storm sewer system. The contractor shall keep a record of all locations of field drainage tile encountered, and shall notify the Village Engineer whenever encountering a drainage tile.
27. The contractor is responsible for maintaining a clean construction area and shall remove debris resulting from his operations. Open trenches or other construction hazards shall be protected with barricades at the end of each day's operations.
28. The contractor shall be responsible for compliance with all of the requirements of the Occupational Safety and Health Act including those requirements for open cut trenches and shoring required. At no time will the engineer or any of his employees be held liable, either directly or as third party participants to any litigation concerned with the construction project.
29. The contractor and its employees are responsible to comply with all the requirements of the IDOT "Confined Space Entry Policy" as published by IDOT current edition, insofar as it relates to entry into manholes, sewers, pipes, lift stations, vaults, wet wells, tanks, and other confined spaces that may be involved with this project.
30. All existing buildings, foundations, utilities, landscaping, fences, and other improvements on adjacent properties shall be protected at all times during construction. The contractor is responsible to provide and install materials, equipment, and/or manpower necessary to accomplish this.
31. In order to prevent damage due to settlement, structural support shall be provided for the upper pipe at all water main/sewer crossings in accordance with the standard drawings 19,20,21,22, and/or 23 (whichever is applicable to the particular situation) as shown in the "Standard Specifications for Water and Sewer Main Construction in Illinois", 2014 edition.
32. Any new sanitary sewer shall be tested in accordance with the specifications in the "Standard Specifications for Water and Sewer Main Construction in Illinois", and all Village of Buffalo Grove requirements.
33. All construction and traffic control within the highway rights-of-way shall comply with all I.D.O.T. and Village requirements. Pavement, curb, concrete walk or any other improvements disturbed by contractor's operation's shall be replaced in kind. Cost of traffic control and replacement of disturbed items shall be considered incidental to the contract.
34. Subgrade preparation for all pavements and other improvements shown on the drawings shall include topsoil stripping and removal of any underlying unstable/deleterious material. Fill placement under all paved areas shall be compacted to 95% Modified Proctor density and shall comply with all the recommendations of the soils engineer.
35. All excess excavated material shall become the property of the contractor and shall be removed from the site and legally disposed of by him. The contractor shall comply with all the current requirements of the State of Illinois EPA Clean Construction and Demolition Debris (CCDD) requirements.
36. Reinforced concrete storm sewer pipe shall be ASTM C-76 with rubber gasket joints (ASTM C443), except as noted.
37. Any damage to perimeter street curbs and/or pavement caused by the contractor's activity shall be repaired by the contractor.
38. All sanitary manholes, (and storm manholes in combined sewer areas), shall have a minimum inside diameter of 48 inches, and shall be cast in place or precast reinforced concrete. Flexible connectors conforming to ASTM C-923 are required at all manhole pipe connections.
39. Drainage from upstream properties shall not be blocked at any time in any manner by any of the proposed construction work shown on these drawings.
40. The contractor is advised that the site contains trees, scrub trees, and brush. The contractor shall make his own investigation and shall include the cost of tree and brush removal as required for this construction project in his total price bid. Any trees whose trunk is located on both sides of any property line shall remain and be protected, unless written permission is obtained from the adjoining property owner to remove said trees. Contractor shall verify the exact scope of landscape materials removal/preservation with the landscape drawings.
41. All work shall conform to NRCS Standards as described in the current edition of the Illinois Urban Manual.
42. All streetlighting material and construction shall comply with the State of Illinois "Standard Specifications for Road and Bridge Construction" current edition, "American Standard Practice for Roadway Lighting" current edition, the National Electric Code, current edition, and the current Village of Buffalo Grove standards.
43. All sanitary manholes shall be tested for leakage in accordance with ASTM C-969 or vacuum tested in accordance with ASTM C-1244.



INDEX OF DRAWINGS

C-1	TITLE SHEET
C-2	SITE PLAN
C-3	GRADING AND DRAINAGE PLAN
C-4	UTILITY PLAN
C-5	STORM WATER POLLUTION PREVENTION PLAN
C-6	DETAILS
C-7	VILLAGE OF BUFFALO GROVE DETAILS
C-8	IDOT HIGHWAY STANDARDS

BENCHMARKS

BENCHMARK NO.1=665.08 (NAVD88 DATUM)=CUT CROSS IN EAST TOP OF CURB OF LEXINGTON DRIVE APPROXIMATELY 24 FEET SOUTHWESTERLY OF THE NORTHWEST CORNER OF THE SELF STORAGE PARCEL.

BENCHMARK NO.2=663.69 (NAVD88 DATUM)=CUT CROSS IN TOP OF SIDEWALK APPROXIMATELY 95 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SELF STORAGE PARCEL.

DEVELOPER

MR. JIM LAPETINA
BERMAN LAPETINA ENTERPRISES
2121 W. WALTON STREET
CHICAGO, IL 60622
847-417-4550

ARCHITECT

MR. JEFF BUDGELL
ARCHITECTS' STUDIO
257 N. WEST AVENUE
ELMHURST, IL 60126
630-617-5990

NOTE: INFORMATION SHOWN ON THESE PRELIMINARY ENGINEERING PLANS IS BASED ON CIVIL ENGINEERING DRAWINGS FOR RICKY ROCKETS PREPARED BY MANHARD CONSULTING DATED REVISED 07-26-21.

REVISIONS

NO.	DATE	DESCRIPTION
1	4-26-23	REVISED PER SITE PLAN CHANGES



Daniel M. Haulby
4-26-23
LIC. EXP. 11-30-23

PREPARED BY NORTHWESTERN ENGINEERING CONSULTANTS, P.C.

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002695
LICENSE EXPIRES APRIL 30, 2025
675 N. NORTH COURT
PALATKA, ILLINOIS 60067
(847) 520-8410
APRIL 6, 2023

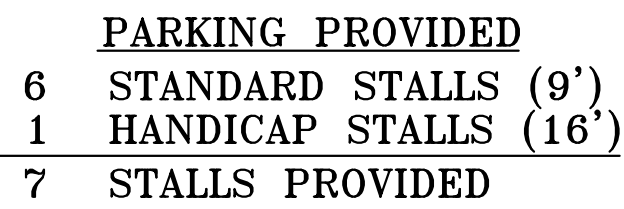
OPERATES
24 HOURS
365 DAYS

CALL JULIE 1-800-892-0123

WITH THE FOLLOWING: _____ LAKE
COUNTY _____ GROVE
CITY-TOWNSHIP _____ BUFFALO GROVE
SEC. & 1/4 SEC. NO.# SW1/4 34-43-11

48 HOURS BEFORE YOU DIG

EXCLUDING SAT., SUN. & HOLIDAYS



NOTE:
ALL TRAFFIC SIGNS ARE TO BE INSTALLED AT 7' MEASURED FROM THE GROUND ELEVATION TO THE BOTTOM OF THE SIGN.

NOTE:
ARCHITECTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS, PARKING LOT LIGHTING, SIGNAGE, FENCING AND LANDSCAPING.

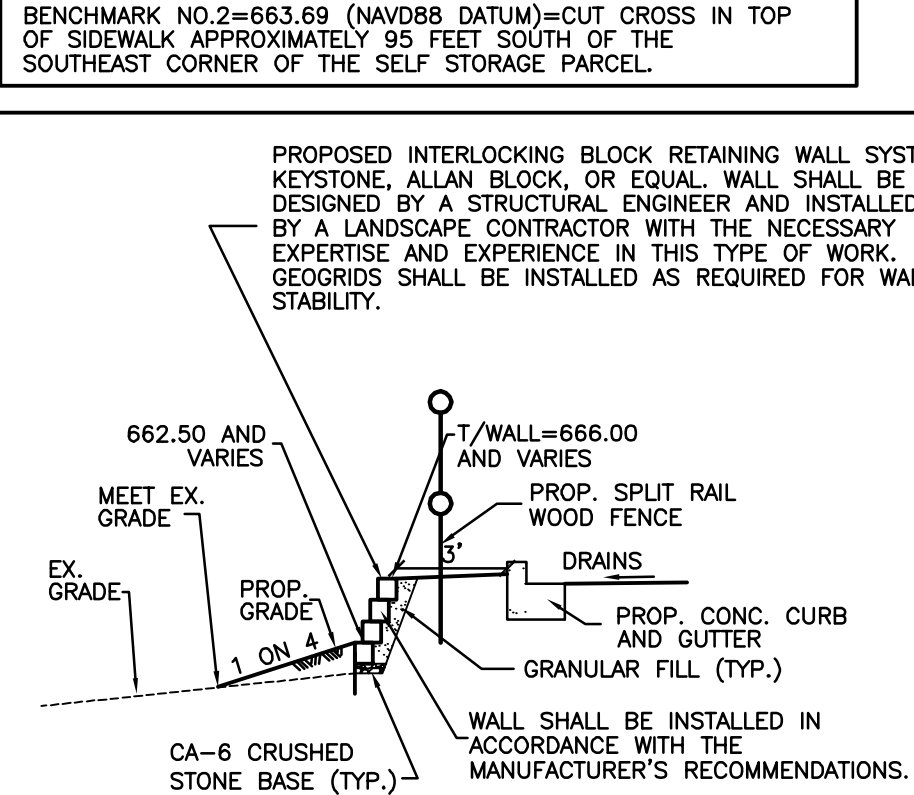
NOTE:
ALL DIMENSIONS ARE TO THE FACE OF SIDEWALK OR FACE OF CURB UNLESS OTHERWISE NOTED.

PRELIMINARY ENGINEERING

SITE PLAN
SELF STORAGE FACILITY
105 LEXINGTON DRIVE
BUFFALO GROVE, ILLINOIS

[illegible]

BENCHMARKS
BENCHMARK NO.1=665.08 (NAVD88 DATUM)=CUT CROSS IN EAST
TOP OF CURB OF LEXINGTON DRIVE APPROXIMATELY 24 FEET
SOUTHWESTERLY OF THE NORTHWEST CORNER OF THE SELF
STORAGE PARCEL.
BENCHMARK NO.2=663.69 (NAVD88 DATUM)=CUT CROSS IN TOP
OF SIDEWALK APPROXIMATELY 95 FEET SOUTH OF THE
SOUTHEAST CORNER OF THE SELF STORAGE PARCEL.



- GRADING NOTES
1. ACCESSIBLE PARKING SPACES AND THEIR ADJOINING ACCESS AISLES SHALL NOT EXCEED 2.0% SLOPE IN ANY DIRECTION.
 2. ACCESSIBLE PEDESTRIAN ROUTES SHALL NOT EXCEED 2.0% CROSS SLOPE OR 5.0% RUNNING SLOPE, EXCEPT FOR CURB RAMPS WHICH SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 8.33%.
 3. ALL GRASS/LANDSCAPED AREAS SHALL BE UNIFORMLY GRADED TO DRAIN WITH POSITIVE DRAINAGE.
 4. THE CROSS SLOPE OF THE PORTION OF THE DRIVEWAY IN LINE WITH THE PUBLIC SIDEWALK SHALL NOT EXCEED 2.0%.

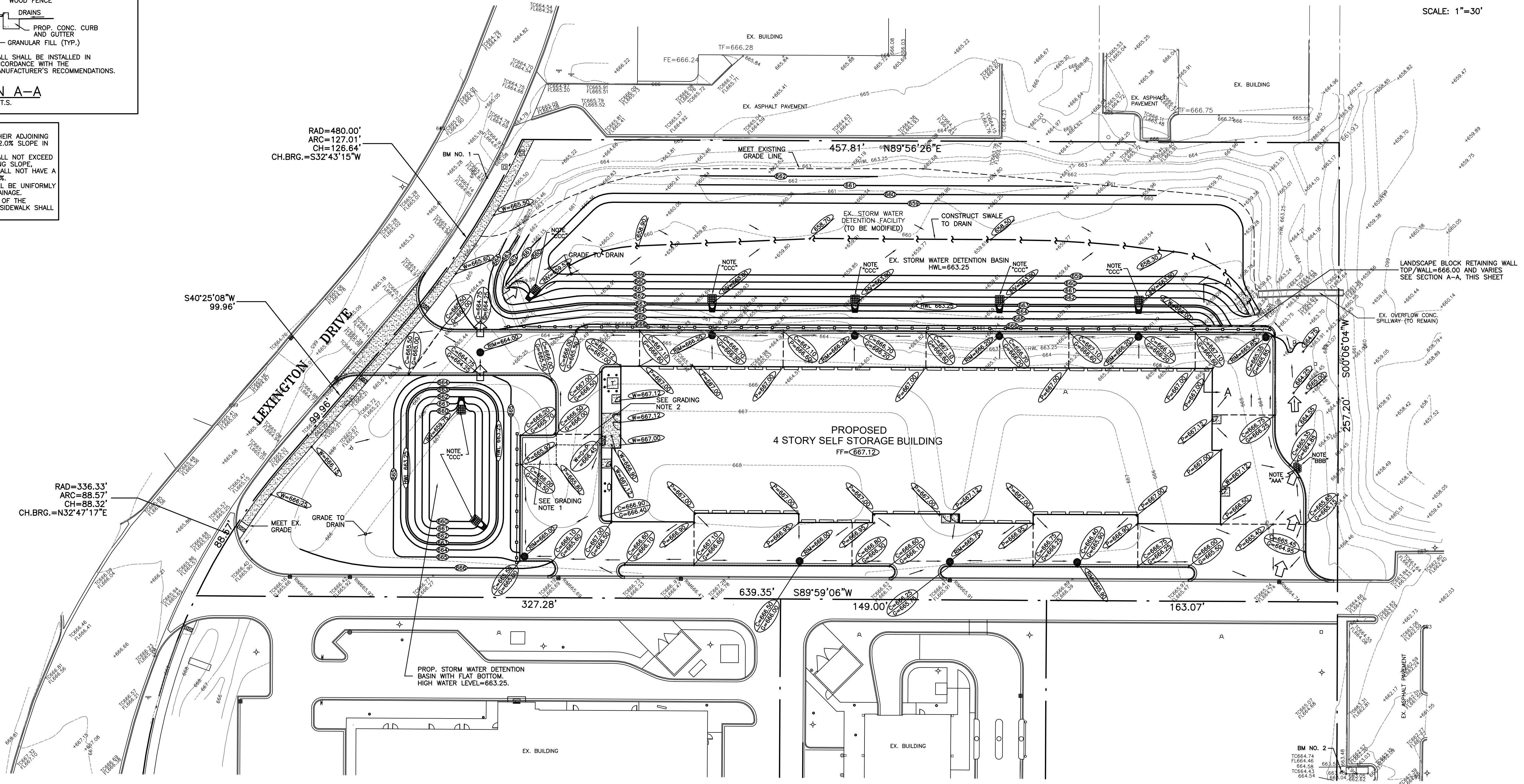
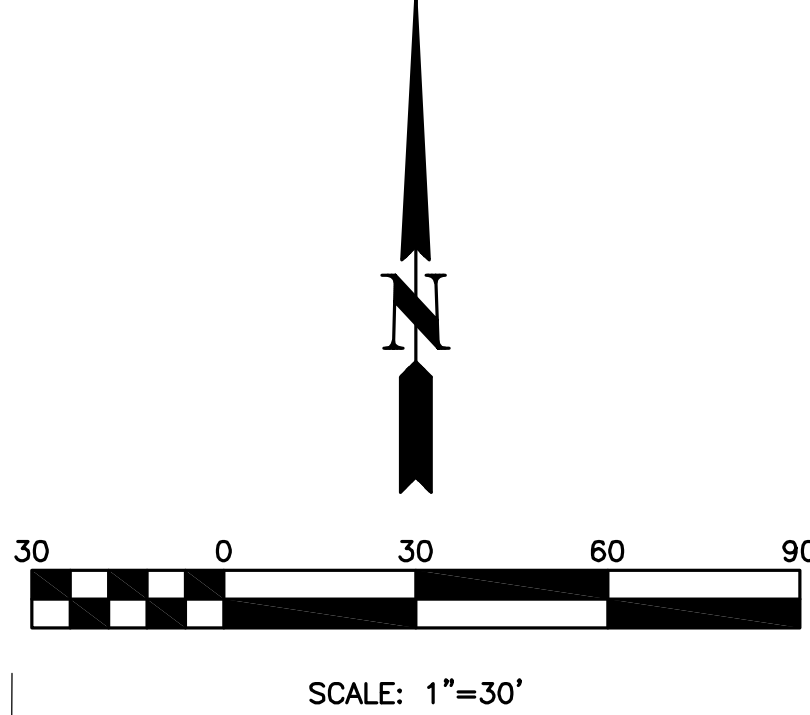
OPERATES
24 HOURS
365 DAYS

CALL JULIE 1-800-892-0123

WITH THE FOLLOWING:

COUNTY LAKE
CITY-TOWNSHIP BUFFALO GROVE
SEC. & 1/4 SEC. NO. SW1/4 34-43-11
48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN. & HOLIDAYS

SPECIAL NOTE:
Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.



NOTE "AAA"
INSTALL 3" OF DEPRESSED CURB TO ALLOW FOR DRAINAGE THROUGH THE CURB.

NOTE "BBB"
INSTALL 25 S.F. OF 6"-8" DIAMETER COBBLESTONE RIP RAP, 16" THICK, (NO CRUSHED CONCRETE OR LIMESTONE) AT GAP IN CURB.

NOTE "CCC"
INSTALL 25 S.F. OF 6"-8" DIAMETER COBBLESTONE RIP RAP, 16" THICK, (NO CRUSHED CONCRETE OR LIMESTONE) IN BASIN AT END OF STORM SEWER PIPE.

CIVIL ENGINEERS SITE PLANNERS LAND SURVEYORS

NORTHWESTERN ENGINEERING CONSULTANTS, P.C.

675 N. NORTH COURT PALATINE, ILLINOIS 60067 (847) 520-8410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 194-002895 EXP. 4-30-25

PRELIMINARY ENGINEERING

**GRADING AND DRAINAGE PLAN
SELF STORAGE FACILITY
105 LEXINGTON DRIVE
BUFFALO GROVE, ILLINOIS**

NO.	DATE	DESCRIPTION
1	4-26-23	REVISED FOR SITE PLAN CHANGES

DRAWN BY: KRI
CHECKED BY: DMH
DATE: 4-6-23
SCALE: 1"=30'

DRAWING NO.
C-3

JOB NO.
23-10

BENCHMARKS
BENCHMARK NO.1=665.08 (NAVD88 DATUM)=CUT CROSS IN EAST TOP OF CURB OF LEXINGTON DRIVE APPROXIMATELY 24 FEET SOUTHWESTERLY OF THE NORTHWEST CORNER OF THE SELF STORAGE PARCEL.
BENCHMARK NO.2=663.69 (NAVD88 DATUM)=CUT CROSS IN TOP OF SIDEWALK APPROXIMATELY 95 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SELF STORAGE PARCEL.

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EACH BUILDING UTILITY SERVICE LINE FROM THE PLUMBING AND/OR MECHANICAL DRAWINGS AND SHALL COORDINATE UTILITY SERVICE LINE LOCATION WITH SAME.
2. CONTRACTOR SHALL COORDINATE ALL WORK WITH UTILITY COMPANIES (SEWER, WATER, ELECTRIC, GAS, TELEPHONE, ETC.)
3. ANY EXISTING SEWER, WATER OR OTHER UTILITY LINES OR STRUCTURES (MANHOLES, ETC.) UNDER OR WITHIN 5' OF THE PROPOSED BUILDING OR TRASH ENCLOSURE SHALL BE REMOVED. PLUG ENDS OF REMAINING UTILITY LINES, BACKFILL TRENCHES WITH SELECTED GRANULAR BACKFILL COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY IN 8" LIFTS.

OPERATES
24 HOURS
365 DAYS

CALL JULIE 1-800-892-0123

WITH THE FOLLOWING:

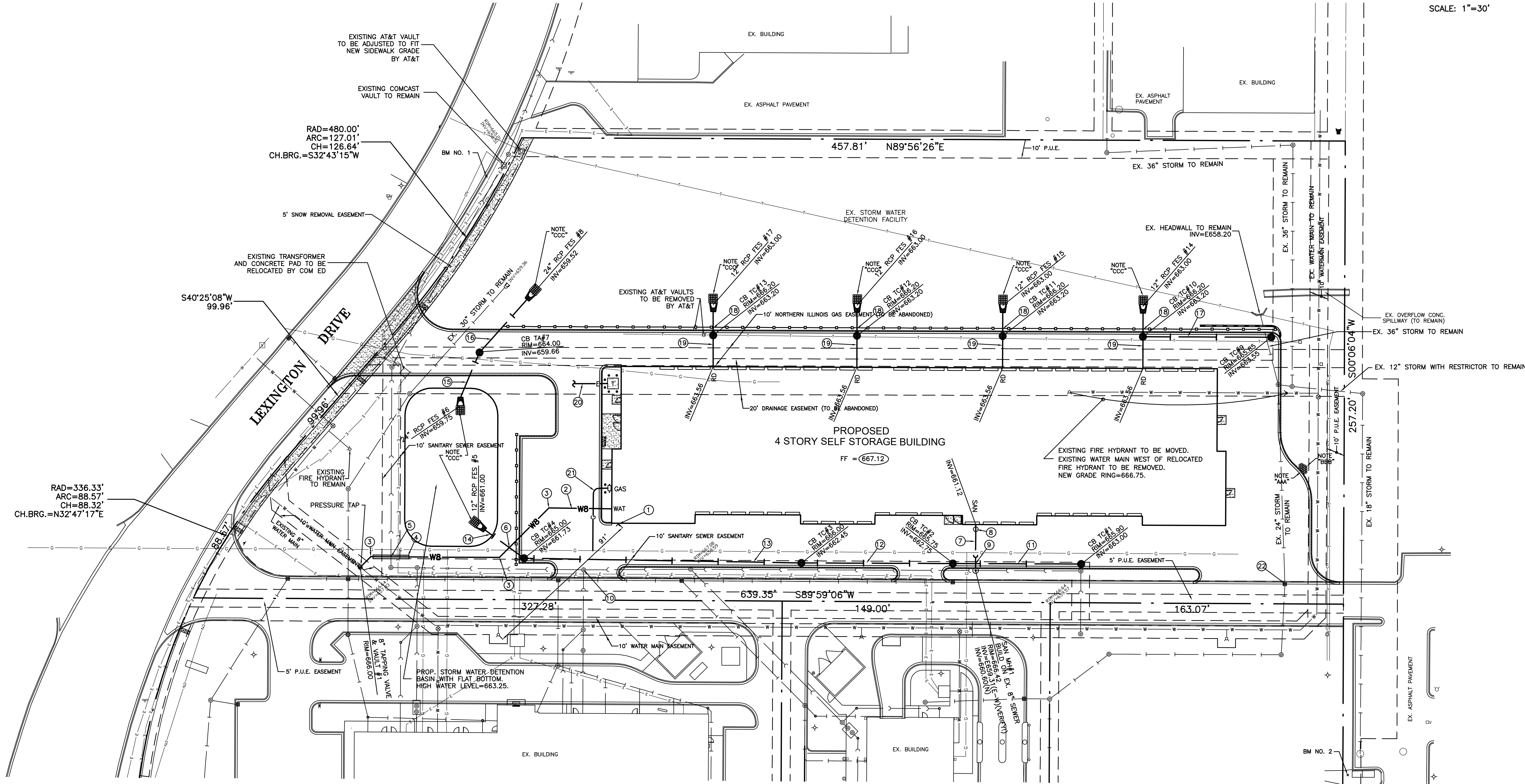
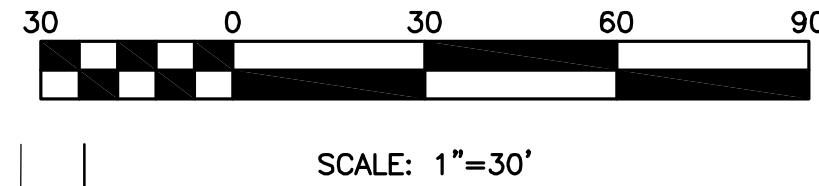
CITY-TOWNSHIP: LAKE COUNTY, BUFFALO GROVE
SEC. & 1/4 SEC. NO. # SW1/4 34-43-11
48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN. & HOLIDAYS

SPECIAL NOTE:

Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.

SPECIAL NOTE

The locations of existing underground utilities, such as water mains, sewers, gas lines, electric lines, telephone lines, etc., as shown on the plans have been determined from the best available information and is given for the convenience of the contractor. However, the engineer and owner do not assume responsibility for the accuracy of the locations shown. It shall be the contractor's responsibility to contact all utility companies and their facilities shall be located prior to any work.



UTILITY NOTES

- 1 PROPOSED FIRE DEPARTMENT CONNECTION.
- 2 155 LF 8" DUCTILE IRON WATER MAIN CLASS 52.
- 3 8" DUCTILE IRON CLASS 52 45' BEND.
- 4 INSTALL 20 LF STEEL CASING PIPE ON NEW 8" WATER MAIN CASING PIPE SHALL BE CENTERED ON THE SANITARY SEWER CROSSING.
- 5 8" SAN. INV=E657.80(VERIFY), TOP 8" WM=E56.20.
- 6 12" STORM INV=661.47, TOP 8" WM=659.50.
- 7 26 LF 6" PVC SDR 26 SAN. SEWER S=2.00%.
- 8 EXTERIOR CLEAN OUT-SEE DETAIL, SHEET C-6.
- 9 10" STORM INV=662.79, TOP 6" SAN=661.22.
- 10 EXISTING MANHOLE TO BE ADJUSTED, RIM=E667.02, ADJUST TO 665.73± TO FIT NEW PAVEMENT GRADE.
- 11 72 LF 10" PVC SDR 26 STORM SEWER S=0.35%.
- 12 84 LF 12" RCP C76 CL IV STORM SEWER S=0.35%.
- 13 154 LF 12" RCP C76 CL IV STORM SEWER S=0.47%.
- 14 28 LF 12" RCP C76 CL IV STORM SEWER S=2.61%.
- 15 28 LF 24" RCP C76 CL IV STORM SEWER S=0.33%.
- 16 42 LF 24" RCP C76 CL IV STORM SEWER S=0.33%.
- 17 70 LF 10" PVC SDR 26 STORM SEWER S=0.50%.
- 18 15 LF 12" RCP C76 CL IV STORM SEWER S=1.33%.
- 19 18 LF 10" PVC SDR 26 STORM SEWER S=2.00% CONNECTED TO ROOF DRAIN.
- 20 ELECTRIC SERVICE SIZED AND ROUTED BY COM ED.
- 21 GAS SERVICE SIZED AND ROUTED BY NICOR.
- 22 REMOVE EXISTING CURB BOX, REPLACE WITH FLAT GRATE, NEENAH R-2502 W/TYPE "D" GRATE, OR EQUAL. RIM=667.74.

NOTE "AAA"
INSTALL 3" OF DEPRESSED CURB TO ALLOW FOR DRAINAGE THROUGH THE CURB.

NOTE "BBB"
INSTALL 25 S.F. OF 6"-8" DIAMETER COBBLESTONE RIP RAP, 16" THICK, (NO CRUSHED CONCRETE OR LIMESTONE) AT GAP IN CURB.

NOTE "CCC"
INSTALL 25 S.F. OF 6"-8" DIAMETER COBBLESTONE RIP RAP, 16" THICK, (NO CRUSHED CONCRETE OR LIMESTONE) IN BASIN AT END OF STORM SEWER PIPE.

PRELIMINARY ENGINEERING

UTILITY PLAN
SELF STORAGE FACILITY
105 LEXINGTON DRIVE
BUFFALO GROVE, ILLINOIS

CIVIL ENGINEERS LAND SURVEYORS SITE PLANNERS
NORTHWESTERN ENGINEERING CONSULTANTS, P.C.
675 N. NORTH COURT PALATINE, ILLINOIS 60067 (847) 520-8410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 194-002895 EXP. 4-30-25

NO.	DATE	REVISION FOR SITE PLAN CHANGES	DESCRIPTION
1	4-26-23		

DRAWN BY: KRI
CHECKED BY: DMH
DATE: 4-6-23
SCALE: 1"=30'

DRAWING NO.
C-4

JOB NO.
23-10

BENCHMARK NO.2=663.69 (NAVD88 DATUM)=CUT CROSS IN TOP OF SIDEWALK APPROXIMATELY 95 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SELF STORAGE PARCEL.

[illegible]

Irrigation should be provided as necessary to thoroughly establish growth

SEE SWPP NOTE 12 ON THIS SHEET.

24 HOURS
365 DAYS

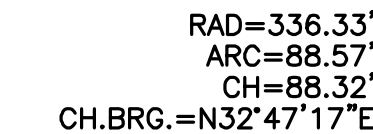
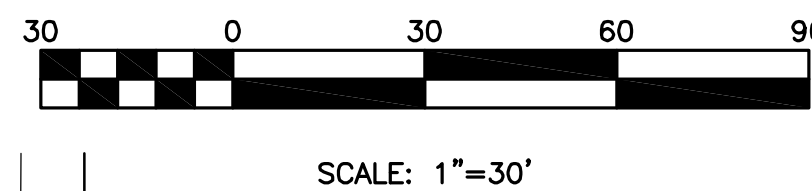
WITH THE FOLLOWING: _____
COUNTY _____ LAKE _____
CITY-TOWNSHIP _____ BUFFALO GROVE _____
SEC. & 1/4 SEC. NO.# SW1/4 34-43-1

 48 HOURS BEFORE YOU DISPOSE
EXCLUDING SAT., SUN. & HOLIDAYS

Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.

1. ANY INLET OR PIPE PROTECTION OR PERIMETER EROSION BARRIER THAT SHOWS SIGNS OF DETEIORATION OR UNDERMINING SHALL BE REPLACED OR REPAIRED AS REQUIRED.
2. CATCH BASINS SHALL BE INSPECTED AND CLEANED PERIODICALLY.
3. ANY SEEDED AREAS THAT SHOW SIGNS OF GULLIES OR EROSION SHALL BE REGRADED, RESEDED, WATER ADDITION, FERTILIZATION AND MULCHING THAT IS ADEQUATE TO PREVENT EROSION.
4. SEDIMENT SHALL BE REMOVED FROM PERIMETER EROSION BARRIER WHEN SILT REACHES ONE HALF THE HEIGHT OF THE FENCE.
5. THE CONSTRUCTION ENTRANCE SHALL BE MAINTAINED TO PREVENT TRACKING OF MUD ONTO THE RIGHT OF WAY OR PUBLIC PARKING LOTS. TOP DRESSING SHALL BE INSTALLED AS REQUIRED ON THE CONSTRUCTION ENTRANCE AT NO ADDITIONAL COST TO THE OWNER.
6. ANY MUD OR DEBRIS TRACKED ONTO A PUBLIC ROAD OR PARKING LOT SHALL BE REMOVED BY THE CONTRACTOR AT THE FIRST OPPORTUNITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ROAD OR PARKING LOT. THIS WORK SHALL BE PERFORMED AT NO ADDITIONAL COST TO THE OWNER.

NOTE "CCC"
INSTALL 25 S.F. OF 6"-8" DIAMETER COBBLESTONE RIP RAP,
16" THICK, (NO CRUSHED CONCRETE OR LIMESTONE) IN BASIN
AT END OF STORM SEWER PIPE.



This Storm Water Pollution Prevention Plan has been prepared in compliance with the requirements of the State of Illinois. The work to be done is stripping, stockpiling and grading of the project site shown in detail on the contract drawings. The following notes and requirements shall apply to work performed on this project:

3. Soil Erosion and sediment control features shall be constructed prior to the commencement of upland disturbance.
4. Hauling will not be allowed when the work site is too wet to maintain acceptable conditions on adjacent streets.
5. Adjacent streets will be manually or mechanically swept periodically as may be required, and the contractor shall be responsible for cleaning up any sediment or debris.
6. Each catch basin will be installed with a sump as indicated on the drawings. The rims will be set at final grade. A temporary 1 foot deep sump shall be excavated in a 10 foot diameter circle around the structure and act as a silt trap. Both sumps will be inspected after each rain and cleaned as required.
7. Soil stockpile areas shall be designated and surrounded by a geotextile fabric silt fence to prevent sediment from being washed off the stockpile. The silt fence shall be continuously maintained and sediment shall be removed to restore pland capacity as required.
8. If the stockpiles will not be used for construction activity for a period of more than 14 days, the stockpiles shall be protected with temporary erosion control measures.
9. No material from construction site shall be discharged to the storm sewer.
10. The contractor shall take whatever other steps are deemed necessary to prevent erosion from taking place during the course of the construction project.
11. The contractor shall comply with all requirements of this plan and shall include the cost of providing and maintaining erosion control measures in the project budget.
12. All temporary and permanent erosion control measures must be maintained and repaired as needed. Erosion control features shall be inspected every 7 days or after 1/2" of rainfall. If erosion control features are responsible for erosion, the contractor shall be responsible. The owner will be responsible if erosion control is required after the contractor has completed the project.
13. All erosion control shall conform to NRCS standards as described in the current edition of the Illinois Urban Manual.
14. Install fabric erosion control filtration system in the new and existing impacted storm sewer. Prevent eroded material from entering the storm sewer system during the construction project.

13. Watering shall be used as required to control dust on the project. A water truck shall be kept on the site at all times during mass earthwork construction, if required by the Village. The Village will not be responsible for the cost of watering. Watering shall be performed at all construction measures during the construction project shall be given to the Village Public Works Department prior to the start of construction.
15. The project shall be protected according to the "Typical Soil Protection Chart" on this sheet.
16. All erosion control measures and inspections shall be documented on site in the site superintendent's log books.
17. The approved Storm Water Pollution Prevention Plan shall be maintained on the site at all times.
18. All wash water (concrete trucks, vehicle cleaning, equipment cleaning, etc.) shall be detained and properly treated and disposed of.
19. Rubbish, trash, garbage, litter, or other such materials shall be deposited into sealed containers and removed from the site. No materials shall be dumped through the action of wind or stormwater discharge into drainage ditches or waters of the State.
20. All Contractors and Subcontractors involved with storm water pollution prevention shall obtain and maintain a valid National Pollution Discharge Elimination Permit (NPDES Permit) and become familiar with their obligations under the permit. The permit shall be maintained on the site at all times.
21. Additional best management practices shall be implemented as dictated by conditions at no additional cost to the owner through all phases of construction.
22. The project shall be maintained in accordance with the best management practices, standards, or local requirements or manual of practice. As applicable Contractor shall implement additional measures to prevent erosion or sedimentation.
23. All temporary erosion and sediment control items are to be removed within thirty (30) days of the site's final stabilization by the contractor.
24. The project shall be maintained throughout the project as well as all construction activities involved in making any connections to utilities outside the boundaries of the project.
25. The project shall be maintained in accordance with this Storm Water Pollution Prevention Plan shall cover all such activities.
26. Refer to the Landscape Plan for locations and specifications of sodding, seeding and other

1. INSTALL SILT FENCE AT LOCATIONS AS INDICATED ON THE PLANS.
2. INSTALL STABILIZED CONSTRUCTION ENTRANCE AND EXISTING INLET PROTECTION AS NOTED.
3. BEGIN SITE DEMOLITION AS NOTED ON DEMOLITION PLAN (IF APPLICABLE).
4. CUT AND FILL SITE TO PLAN SUB-GRADE.
5. BEGIN BUILDING CONSTRUCTION.
6. CONSTRUCT UNDERGROUND IMPROVEMENTS, I.E. GAS MAIN, WATERMAIN AND AND STORM SEWER** ETC.
7. CONSTRUCT PAVEMENT IMPROVEMENTS PER PLAN.
8. COMPLETE CONSTRUCTION OF SITE WITH PERMANENT STABILIZATION.
9. REMOVE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES.
- ** INSTALL INLET PROTECTION FOR DRAINAGE STRUCTURES WHEN CONSTRUCTED.

INCIDENCE OF NON-COMPLIANCE (ION) SHALL BE REPORTED TO THE IEPA ON THE ION FORMS AVAILABLE ON THE IEPA WEB SITE WWW.EPA.STATE.IL.US AND MAILED TO:
ILLINOIS EPA
DIVISION OF WATER POLLUTION CONTROL
COMPLIANCE ASSURANCE SECTION #19
P.O. BOX 19276
SPRINGFIELD, IL 62794-9276

NOTE:
ALL DISTURBED AREAS NOT COVERED WITH A HARD SURFACE SHALL RECEIVE AT LEAST 4" OF TOPSOIL AND SEED AND BLANKET OR SOD.

NOTE
A SIGNED COPY OF THE SWPPP AND NOI MUST BE SENT TO THE IEPA AT
LEAST 30 DAYS PRIOR TO THE START OF CONSTRUCTION. A SIGNED COPY
MUST ALSO BE KEPT ON-SITE DURING CONSTRUCTION AND A SIGNED COPY
MUST BE PROVIDED TO THE VILLAGE OF BUFFALO GROVE FOR THEIR FILES

Contracto

Owner

**STORM WATER POLLUTION PREVENTION PLAN
SELF STORAGE FACILITY
105 LEXINGTON DRIVE
BUFFALO GROVE, ILLINOIS**

675 N. NORTH COURT PALATINE, ILLINOIS 60067 (847) 520-8410
 INOIS PROFESSIONAL DESIGN FIRM LICENSE NO 184-002695 EXP 4-30-25

LAND SURVEYORS

JOB NO.
23-10

Sanitary Sewer Material Specifications:	
Sewer and Service Connection Pipe	Reinforced concrete pipe—circular reinforcement, minimum Class 3, ASTM C76, with epoxy lining. PVC solid pipe (SDR-26H) pipe—ASTM D-3034 for six to fifteen inches in diameter.
Sewer and Service Connection Pipe Joints	Reinforced concrete pipe—ASTM C443. PVC solid pipe (SDR-26H) pipe—ASTM D-3212 for six to eighteen inches in diameter
Sewer and Service Connection Pipe Fittings	PVC solid pipe (SDR-26H) pipe—ASTM D3634 for six to fifteen inches in diameter.
Casing Pipes	Steel pipe—ASTM A120, three-eighths inch minimum thickness
Manholes	Size: For sewer eighteen inch diameter or less, manhole shall have a forty-eight inch inside diameter. For sewer twenty-one inch to thirty-six inch diameter, manhole shall have a sixty inch inside diameter. For sewer greater than thirty-six inch diameter, manhole shall have an offset riser pipe of forty-eight inch inside diameter. All structures shall be monolithically precast including bases and invert flow lines.
Castings	Neenah No. R-1772, with self-sealing lid and recessed pick hole, embossed per Exhibit No. 301.

Material Specifications For All Utilities:	
Bodding	CA-11, Class B or better. All stone shall be crushed; rounded aggregate will not be permitted. The stone shall be compacted to 90% modified proctor density as required by ASTM D1557 or AASHTO T-180. Recycled materials permitted from IDOT approved sources meeting the correct gradations.
Trench Backfill	CA-11, Class B or better. This item shall meet the requirements of Class B CA-11, per the IDOT Standard Specifications for Road and Bridge Construction. All stone shall be crushed; rounded aggregate will not be permitted. The stone shall be compacted to 90% modified proctor density as required by ASTM D1557 or AASHTO T-180. Jetting of trenches is not permitted. Recycled materials permitted from IDOT approved sources meeting the correct gradations.
Adjustments	No more than two precast concrete adjusting rings with six inch maximum height adjustment shall be allowed, minimum one 2" ring installed on new structures. Only one IDRP ring with a max of 2" may be used within the precast tolerances. Only precast concrete or IDRP adjustment rings permitted. 1/2" x 3.5" mastic to be used between all frames, rings and structures. Mortar around rings, but none between.

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

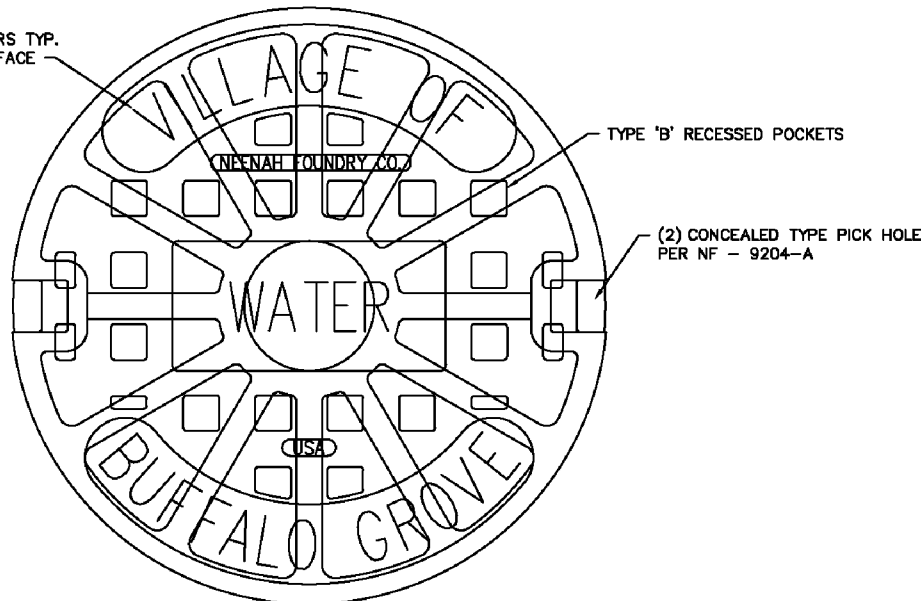
- a. The materials or their components required by this Title are no longer manufactured and available for purchase.
- b. The alternative materials are generally consistent with requirements of this title, including but not limited to those standards relating to production, composition, safety and aesthetics.

Testing Specifications:

(In addition to the requirements of IDOT's Standard Specifications for Road and Bridge Construction or the Standard Specifications for Water and Sewer Construction in Illinois)

Storm Sewer	Cleaning and televising, with reporting, as directed by the Village Engineer
Sanitary Sewer	Cleaning and televising, with reporting, as directed by the Village Engineer

EXHIBIT NO. 401



1" RAISED LETTERS TYP.
FLUSH WITH SURFACE

TYPE "B" RECESSED POCKETS

(2) CONCEALED TYPE PICK HOLE
PER NF - 9204-A

NEENAH COUNTRY CLUB

WATER

CISCO

BUFFALO GROVE

VILLAGE OF

NEENAH COUNTRY CLUB

R-1772 SOLID LID TYPE "B"

CONCEALED PICKHOLE DETAIL

1"

1"

5/8"

3/4"

CONCEALED PICKHOLE
PER NF 9204-A

VALVE VAULT LID DETAIL

Prepared by: The Village Engineering Division

EXHIBIT NO. 501

B.4.12

B.4.12 REVERSE PITCH

B.4.12 CURB AND GUTTER DETAIL

NOTE:

- SET EXPANSION JOINTS AT ALL 10'± P.P.T'S FIVE FEET ON EITHER SIDE OF ANY TRENCHES AND AT 6'± INTERVALS.
- COMPACTION JOINTS SHALL BE TOoled AT 15' INTERVALS AND SAW CUT WITHIN 24 HOURS.
- JOINTS SHALL BE CLEANED AND SEALED ACCORDING TO ARTICLE 421.2.
- CURBS COMPOUND REQUIRED.
- IDOT APPROVED CURBS ALSO PERMITTED.

Prepared by the Village Engineering Council

EXHIBIT NO. 502

TECHNICAL DRAWING: BIKEPATH & SIDEWALK DETAIL

The drawing illustrates the construction details for a sidewalk and bikepath. It includes a plan view and a cross-section view.

Plan View:

- Shows a sidewalk on the right and a bikepath on the left, separated by a curb.
- Labels include: "SIDEWALK OR BIKEPATH NOTE 502 (SEE NOTE)", "OBSTRUCTION JOIST", "BIKEPATH", "REQUIRED CLEAR SPACE", "10' IN HEIGHT", "BIKEPATH", "2%", "1'-11\"", "10'", "2%", "1'-11\"", "10'".

Cross-Section View:

- Shows the vertical profile of the sidewalk and bikepath.
- Labels include: "REINFORCING BARS (SEE NOTE #1) (SEE NOTE)", "2% TO 5% PAVEMENT SLOPE", "2% CROSS SLOPE", "RIGHT OF WAY LINE", "SIDEWALK OR BIKEPATH", "4\" BIT. SURFACE", "6\" STONE", "6\" F.G.D.", "6\" STONE".

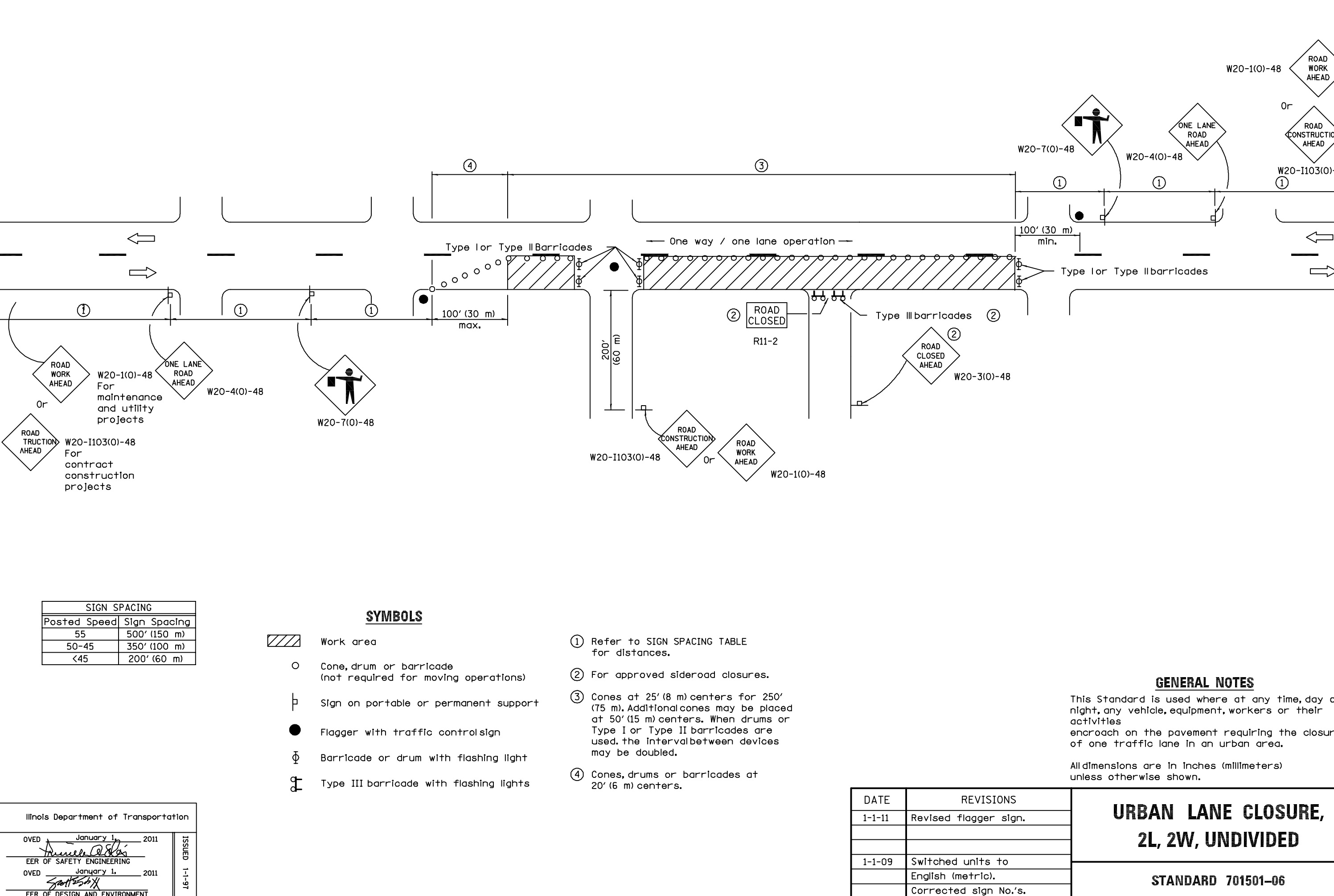
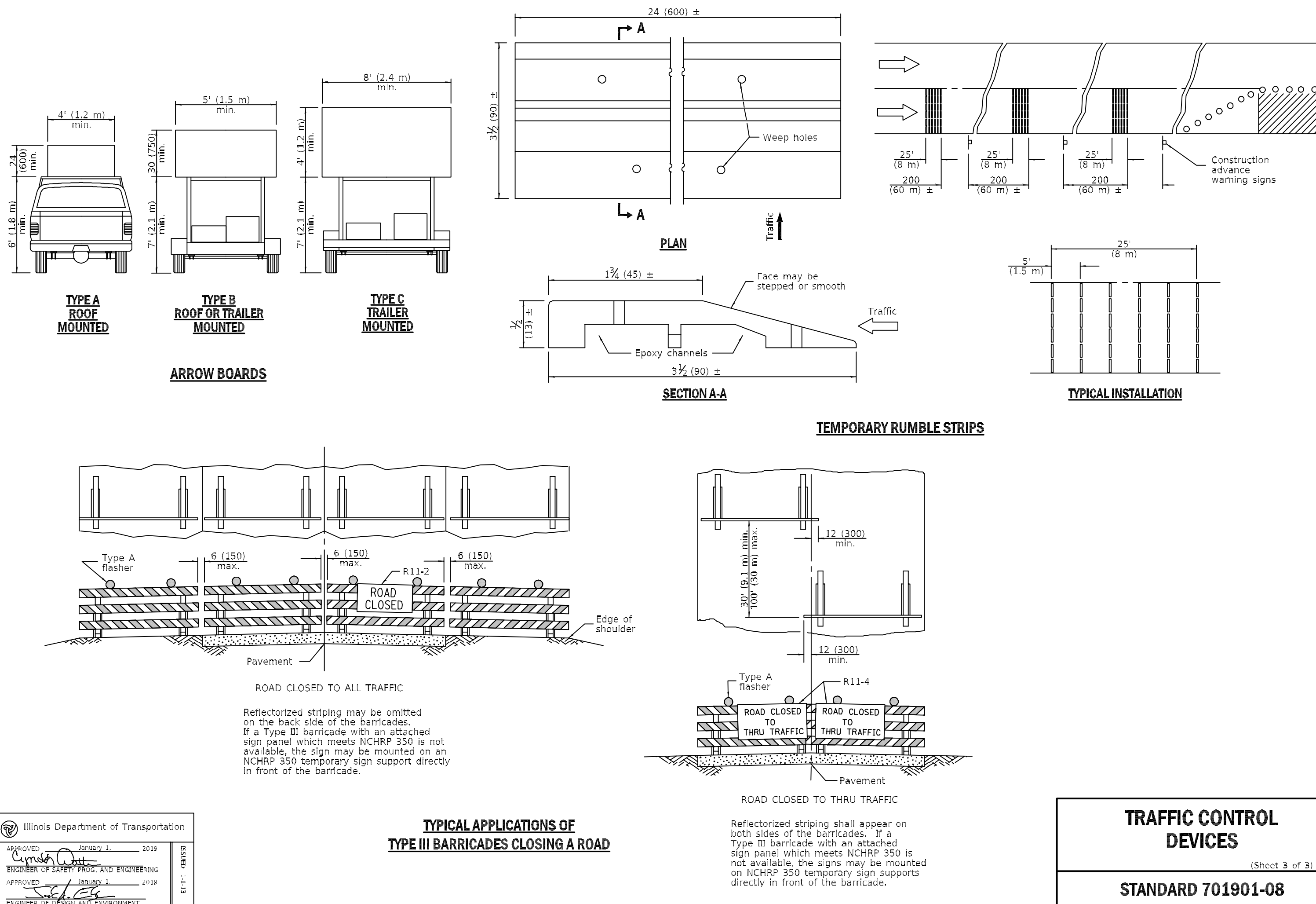
Notes:

1. AT ALL TRENCH CROSSINGS, 3 - 10' X 3/4" REINFORCING BARS SHALL BE PLACED EQUALLY SPACED AND CENTERED OVER THE TRENCH.
2. CONCRETE THICKNESS SHALL BE 6" AT ALL DRIVEWAYS AND TRENCH CROSSINGS.
3. SET 3/4" EXPANSION JOINTS AT 50' MAX SPACING INTERVALS.
4. SIDEWALK WIDTH AS SHOWN ON PLANS.
5. CURB RAMPS SHALL COMPLY WITH LATEST ACCESSIBILITY STANDARDS.

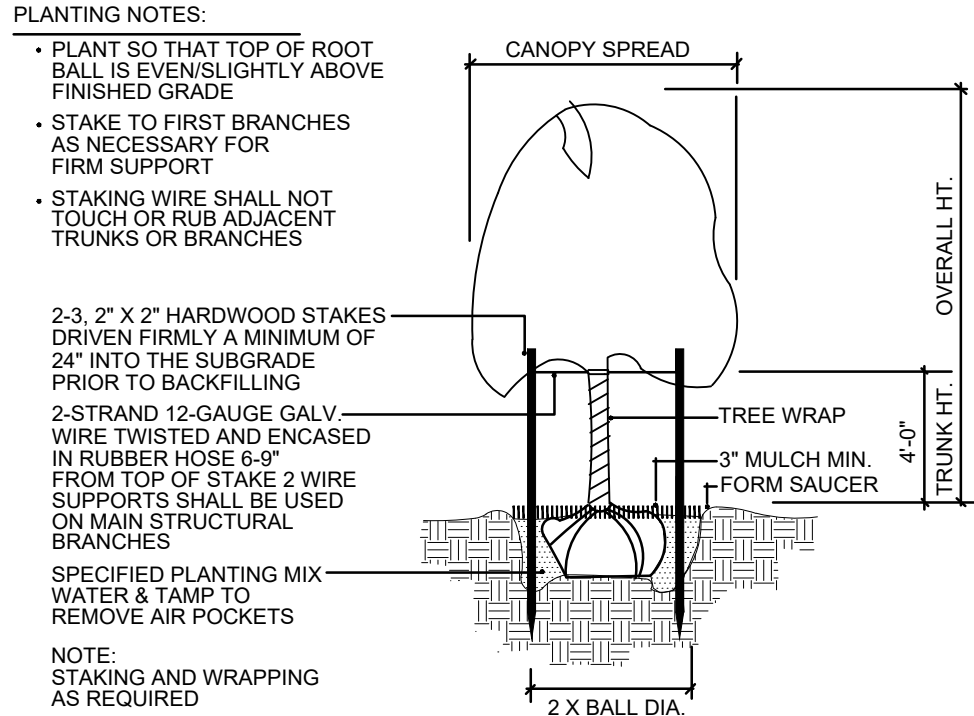
Prepared by the Village Engineering Division

CIVIL ENGINEERS SITE PLANNERS LAND SURVEYORS NORTHWESTERN ENGINEERING CONSULTANTS, P.C. 675 N. NORTH COURT PALATINE, ILLINOIS 60067 (847) 520-8410 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002895 EXP. 04-30-25		VILLAGE OF BUFFALO GROVE DETAILS SELF STORAGE FACILITY 105 LEXINGTON DRIVE BUFFALO GROVE, ILLINOIS	
REVISIONS		DESCRIPTION	
DRAWN BY: KRL CHECKED BY: DMH DATE: 4-6-23 SCALE: N.T.S.		NO. DATE	
DRAWING NO. C-7			
JOB NO. 23-10			

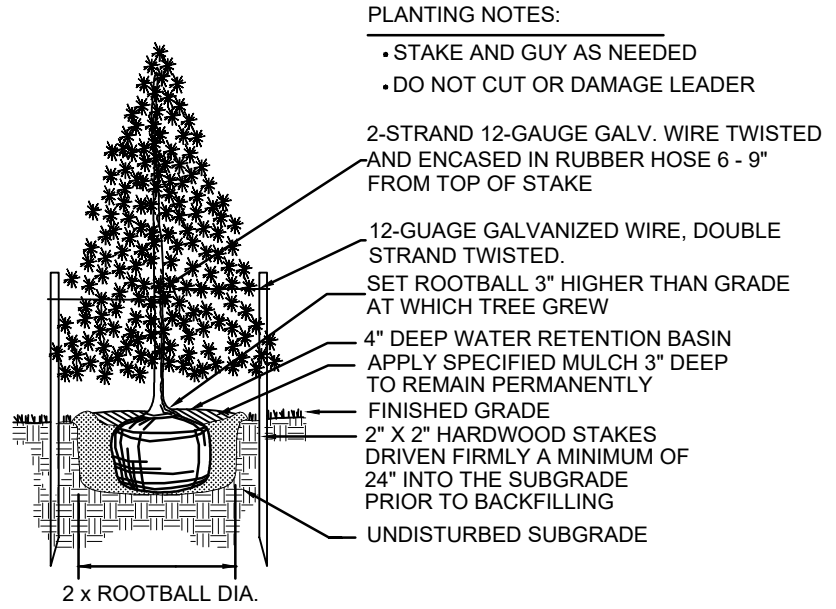
Attachment: Exhibit B. Plan Set (O-2023-100 : Ordinance Approving an Amendment to Ordinance 2023.067 for Self-Storage at 105 Lexington)



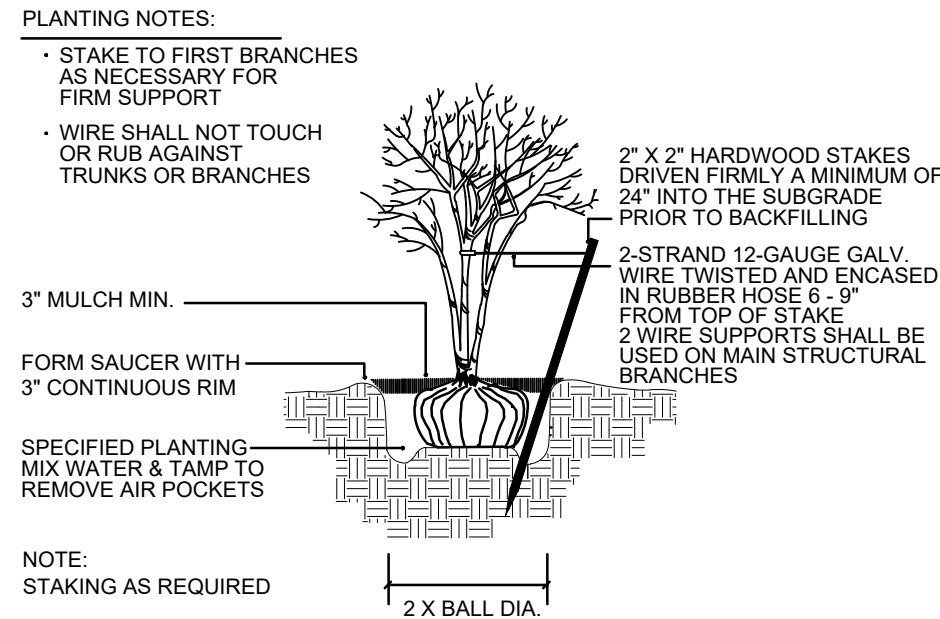
PLANTING DETAILS



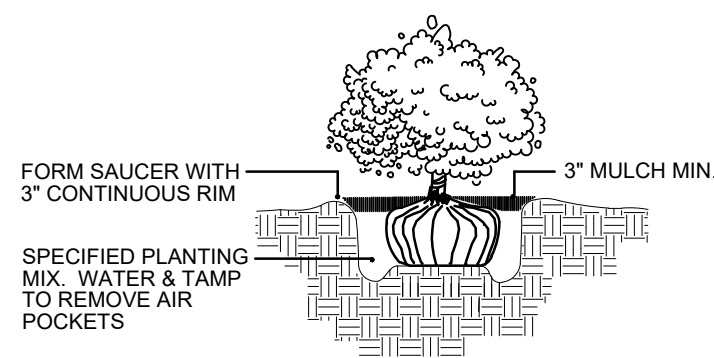
TREE PLANTING & STAKING
NOT TO SCALE



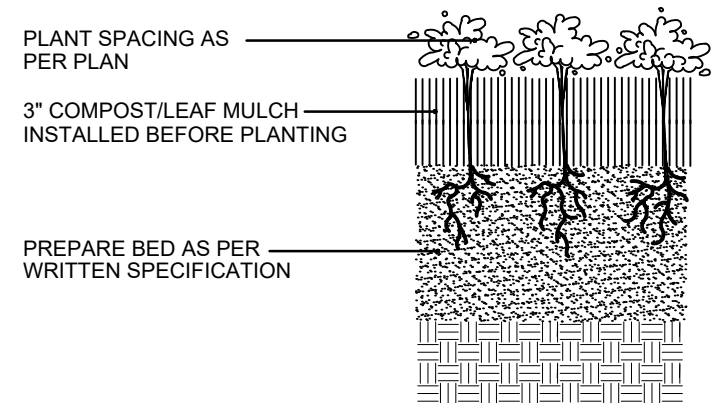
EVERGREEN TREE PLANTING
NOT TO SCALE



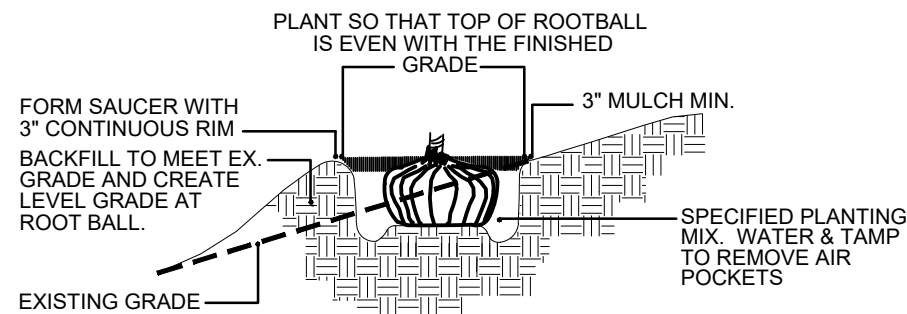
MULTI-TRUNK TREE STAKING
NOT TO SCALE



SHRUB PLANTING
NOT TO SCALE



PERENNIAL PLANTING
NOT TO SCALE



HILLSIDE PLANTING
NOT TO SCALE

NOTES - GENERAL LANDSCAPE

- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STANDARDS AND CODES.
- CALL J.U.L.I.E. UTILITY LOCATING SERVICE (TEL 800.892.0123), 48 HOURS PRIOR TO THE START OF ANY DIGGING.
- GENERAL PLANT NOTES:
 - ALL PLANT MATERIAL SHALL CONFORM IN SIZE AND GRADE IN ACCORDANCE WITH AMERICAN STANDARD FOR NURSERY STOCK.
 - ALL PLANT MATERIAL SHALL BE MAINTAINED ALIVE, HEALTHY, AND FREE FROM DISEASE AND PESTS.
 - ALL NEW PLANT MATERIAL SHALL BE FROM A LOCAL SOURCE WHENEVER POSSIBLE (LESS THAN 50 MILES).
 - PLANTS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORM / HABIT. PLANTS SHALL NOT BE PRUNED/HEDGED UNLESS ABSOLUTELY NECESSARY (DUE TO VISIBILITY OR HAZARD OBSTRUCTION).
 - ALL LANDSCAPED AREAS SHALL BE FREE OF WEEDS, LITTER, AND SIMILAR SIGNS OF DEFERRED MAINTENANCE.
- LOCATIONS OF PROPOSED PLANT MATERIAL MAY BE ADJUSTED AT TIME OF INSTALLATION DUE TO FINAL ENGINEERING AND FINAL LOCATION OF SITE UTILITIES.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND SPREADING TOPSOIL (6"-12" DEEP), FINE GRADING, AND PREPARATION OF ALL LAWN AND LANDSCAPE AREAS. ALL SOILS SHALL BE FREE OF CONSTRUCTION DEBRIS, PRIOR TO INSTALLING ANY PLANT MATERIAL.
- PRIOR TO SPREADING TOPSOIL, THE LANDSCAPE CONTRACTOR SHALL INSPECT AND ACCEPT ALL BASE GRADES. ANY DEVIATION FROM GRADES INDICATED ON THE GRADING PLAN SHALL BE CORRECTED BEFORE PLACING ANY TOPSOIL.
- ALL SHRUB, GROUNDCOVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE PREPARED WITH A SOIL AMENDMENT MIX - 1/3 TOPSOIL, 1/3 MUSHROOM COMPOST, AND 1/3 TORPEDO SAND. MATERIAL SHALL BE ROTO-TILLED JUST PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
- ALL PLANTING ISLANDS SHALL BE MOUNDED TO PROVIDE POSITIVE DRAINAGE.
- ALL PLANTING BEDS ADJACENT TO LAWN AREAS SHALL HAVE A SPADED EDGE BORDER, UNLESS METAL OR OTHER BORDER IS SPECIFIED.
- ALL PLANTING BED AREAS SHALL MAINTAIN A MAX. 3" DEEP LAYER OF SHREDDED HARDWOOD MULCH (COLOR: NON-DYED, BROWN).
- LANDSCAPE CONTRACTOR SHALL COORDINATE PLANTING SCHEDULE WITH LANDSCAPE MAINTENANCE CONTRACTOR, TO ENSURE PROPER WATERING OF PLANTED AND SODDED AREAS AFTER INITIAL INSTALLATION.
- LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS ON SITE TO MINIMIZE ANY REDO OF COMPLETED LANDSCAPE WORK AND DAMAGE TO PLANT MATERIAL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN LAYOUT WORK. UPON REQUEST, LANDSCAPE ARCHITECT SHALL BE AVAILABLE TO ASSIST/APPROVE CONTRACTOR LAYOUT.
- EVERY ATTEMPT HAS BEEN MADE TO DEPICT ALL EXISTING UTILITY LINES. CONTRACTOR SHALL USE PRECAUTION WHEN DIGGING. CONTRACTOR SHALL MAKE THEMSELVES THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY DIGGING, VERIFYING LOCATIONS AND DEPTHS OF ALL UTILITIES.
- IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BID SUBMITTAL, TO BECOME FAMILIAR WITH EXISTING CONDITIONS AT THE SITE.
- PLANT LIST QUANTITIES PROVIDED AT TIME OF FINAL PLANS ARE APPROXIMATIONS. CONTRACTORS ARE RESPONSIBLE FOR COMPLETING THEIR OWN QUANTITY TAKE-OFFS. IF A DISCREPANCY IS FOUND BETWEEN THE PLAN AND THE PLANT LIST, THEN THE PLAN SHALL PREVAIL.
- PLANT SUBSTITUTIONS ARE ALLOWED DUE TO PLANT AVAILABILITY OR PLANTING TIME OF YEAR, ONLY WITH THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT. IF SUBSTITUTIONS ARE MADE WITHOUT PRIOR CONSENT, THE LANDSCAPE ARCHITECT MAINTAINS THE RIGHT TO REJECT MATERIAL IN THE FIELD, AT THE COST TO THE CONTRACTOR.
- CONTRACTOR TO PROVIDE TEST OF EXISTING AND IMPORTED SOILS PER SPECIFICATIONS. PLANTING SOIL SHALL BE AMENDED PER SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUBSURFACE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
- ALL TURF SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL, NOT PEAT), PER VILLAGE, SEED IS NOT ALLOWED.
- CONTRACTOR SHALL RESTORE LAWN AREAS THAT HAVE REMAINED PARTIALLY INTACT, TOP DRESSING WITH SOIL, SCARIFYING, AND SEEDING TO FORM A SMOOTH, FULL, EVEN LAWN, FREE OF BARE SPOTS, INDENTATIONS, AND WEEDS.
- LANDSCAPE DETAILS SHOWN ARE FOR DESIGN INTENT ONLY. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY. CONTRACTOR IS RESPONSIBLE FOR ERECTING AND INSTALLING PROPERLY BUILT AMENITIES PER CODE, PER SITE CONDITIONS (FINAL GRADING & UTILITY LOCATIONS), AND PER AREA CLIMATE CONDITIONS. ALL LANDSCAPE SITE DETAILS FOR STRUCTURES AND FOOTINGS SHALL BE REVIEWED & APPROVED BY A STRUCTURAL ENGINEER.
- CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A ONE-YEAR WARRANTY ON ALL PLANT MATERIAL, IN PERPETUITY.
- (IF APPLICABLE) CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A THREE-YEAR MONITORING AND MAINTENANCE PROGRAM ON ALL NATURALIZED DETENTION AREAS.

PROJECT TEAM

DEVELOPER:
BUFFALO GROVE STORAGE, LLC.
2121 W. WALTON STREET
CHICAGO, IL 60622
TEL (815) 417-4550

CONTACT: JIM LAPETINA

ARCHITECT:
ARCHITECTS' STUDIO
257 N. WEST AVENUE, SUITE 100
ELMHURST, IL 60126
TEL (630) 617-5990

CONTACT: JEFF BUDGELL

CIVIL ENGINEER:
NORTHWESTERN ENGINEERING CONSULTANTS
675 N. NORTH COURT, SUITE 160
PALATINE, IL 60067
TEL (847) 520-8410

CONTACT: DAN HAVLIR

LANDSCAPE ARCHITECT:
DICKSON DESIGN STUDIO, INC.
9 CRYSTAL LAKE ROAD, SUITE 110
LAKE IN THE HILLS, IL 60156
TEL (224) 241-8181

CONTACT: SHARON DICKSON / JEFF TORRENS

SHEET INDEX

L0.1	PROJECT TEAM
	GENERAL LANDSCAPE NOTES
	PLANTING DETAILS
L1.0	LANDSCAPE PLAN
	PLANT & MATERIALS LIST



dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241 8181

CLIENT NAME AND ADDRESS

**BUFFALO GROVE
STORAGE, LLC**
2121 W. WALTON STREET
CHICAGO, IL

PLAN DATE

MARCH 16, 2023

REVISIONS

1.	03/24/23 PER STAFF COMMENTS
2.	04/27/23 PER SITE PLAN (DET. ADDED & BLDG ENLARGED)
3.	05/23/23 CIVIL & ARCH UPDATE
4.	06/26/23 SOUTH STRIP ISLANDS PER STAFF COMMENTS
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

**BUFFALO GROVE
SELF STORAGE**
105 LEXINGTON DRIVE
BUFFALO GROVE, IL

PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER

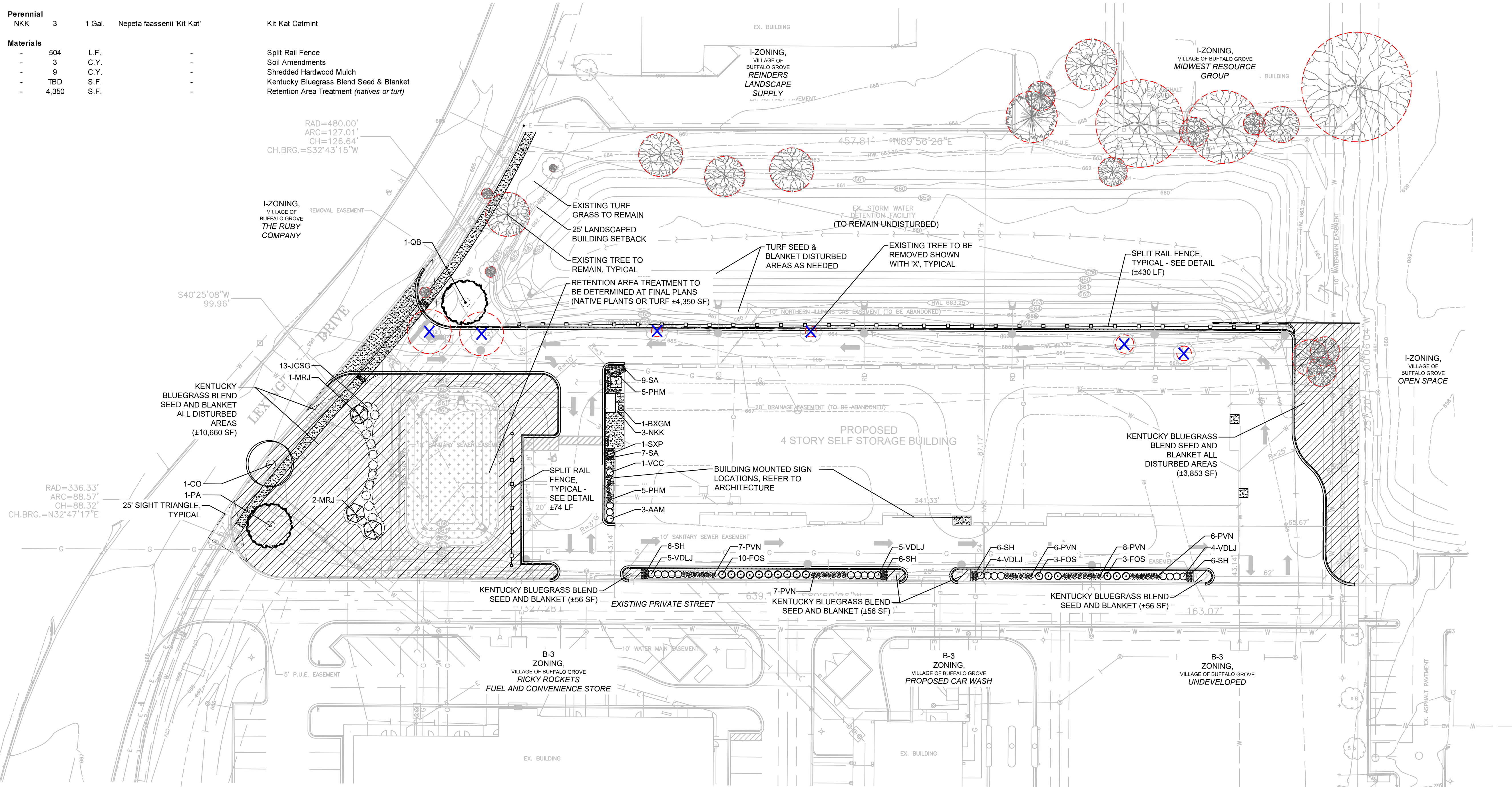
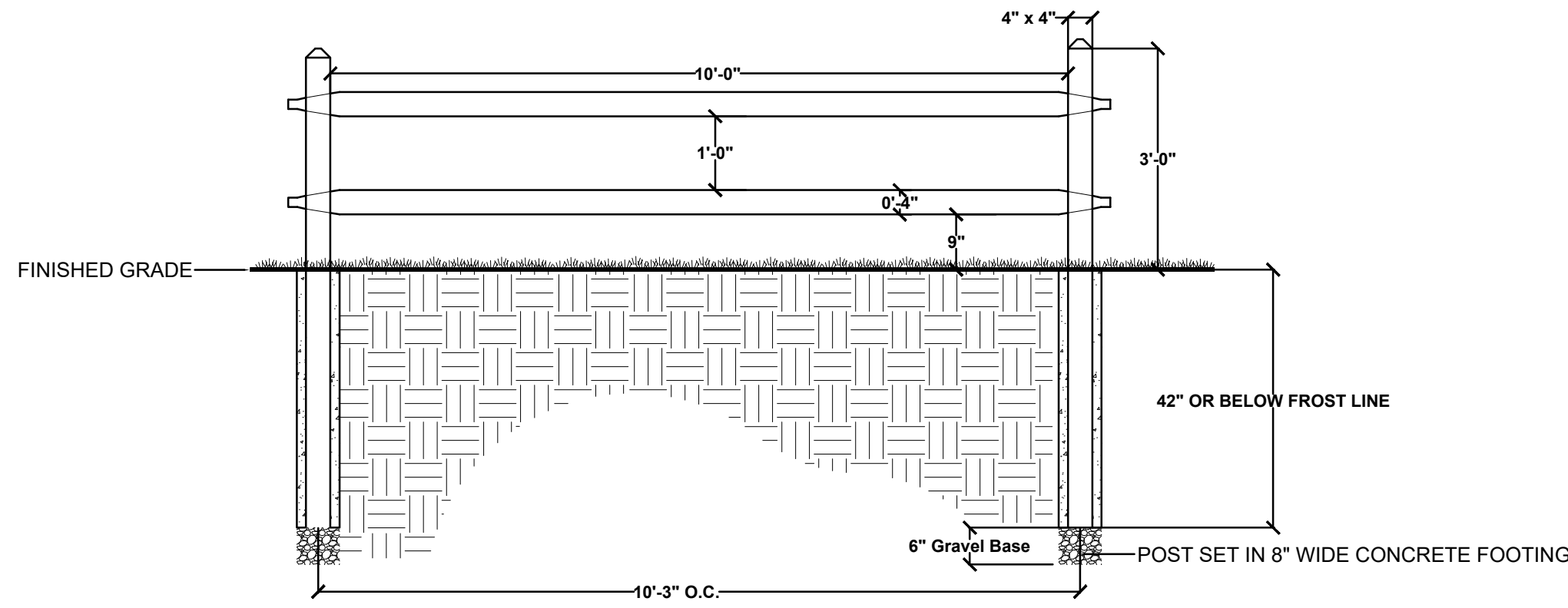
L0.1

PLANT & MATERIALS LIST

CODE	QTY	SIZE	BOTANIC NAME	COMMON NAME
Shade Trees				
CO	1	2.5" caliper	Celtis occidentalis	Hackberry
PA	1	2.5" caliper	Platanus acerifolia 'Morton Circle'	Exclamation London Planetree
QB	1	2.5" caliper	Quercus bicolor	Swamp White Oak
Ornamental Trees				
MRJ	3	6' high	Malus x 'Red Jewel'	Red Jewel Flowering Crabapple
Evergreen Shrubs				
JCSG	13	3 Gal./24"	Juniperus chinensis 'Sea Green'	Sea Green Juniper
BXGM	1	42" high	Buxus x 'Green Mountain'	Green Mountain Boxwood
Large Deciduous Shrubs				
AAM	3	36" high	Aronia melanocarpa 'Autumn Magic'	Autumn Magic Black Chokeberry
FOS	16	36" high	Forsythia ovata 'Sunrise'	Sunrise Early Forsythia
VDLJ	18	36" high	Viburnum dentatum 'KLMseventeen'	Little Joe Arrowwood Viburnum
SXP	1	36" high	Syringa x 'Penda'	Bloomerang Lilac
VC	1	36" high	Viburnum carlesii	Koreanspice Viburnum
Ornamental Grasses				
PHM	10	3 Gal.	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass
PVN	38	3 Gal.	Panicum virgatum 'Northwind'	Northwind Switch Grass
SH	24	1 Gal.	Sporobolus heterolepis	Prairie Dropseed
SA	13	1 Gal.	Sesleria autumnalis	Autumn Moor Grass
Perennial				
NKK	3	1 Gal.	Nepeta faassenii 'Kit Kat'	Kit Kat Catmint
Materials				
-	504	L.F.	-	Split Rail Fence
-	3	C.Y.	-	Soil Amendments
-	9	C.Y.	-	Shredded Hardwood Mulch
-	TBD	S.F.	-	Kentucky Bluegrass Blend Seed & Blanket
-	4,350	S.F.	-	Retention Area Treatment (natives or turf)

DETAIL: SPLIT RAIL FENCE

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



dickson design
STUDIO

9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241 8181

CLIENT NAME AND ADDRESS

**BUFFALO GROVE
STORAGE, LLC**
2121 W. WALTON STREET
CHICAGO, IL

PLAN DATE

MARCH 16, 2023

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7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

**BUFFALO GROVE
SELF STORAGE**
105 LEXINGTON DRIVE
BUFFALO GROVE, IL

PRELIMINARY LANDSCAPE PLAN

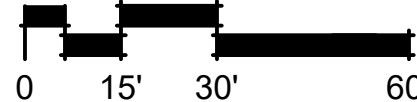
SHEET NUMBER

L1.0



TREE PRESERVATION & REMOVAL AND PROPOSED LANDSCAPE PLAN

SCALE: 1" = 30'-0"



3'-1"2'-5"26'-4"

Extra Space Storage®

81 SF

Qty. 1 set

- SPECIFICATION
- 1

NON-CORROSIVE INSTALLATION HARDWARE:
GALVANIZED - 3/8" MASONRY ANCHORS
- 2

5" FABRICATED ALUMINUM LETTER RETURNS
SEE MFG. NOTE FOR GAUGE. GLOSS BLACK
PAINT INTERIOR WITH LIGHT ENHANCING PAINT
- 3

TRIM CAP RETAINER
METALLIC SILVER
- 4

FLAT ALUMINUM BACK
- 5

1/4" THICK METAL FLAT BAR FOR
A SECURE INSTALLATION
- 6

US LED SV3-3-12-W
- 7

3/16" #7328 ACRYLIC FACE
WHITE WITH 1ST SURFACE
TRANSLUCENT & PERFORATED VINYL AS SHOWN
- 8

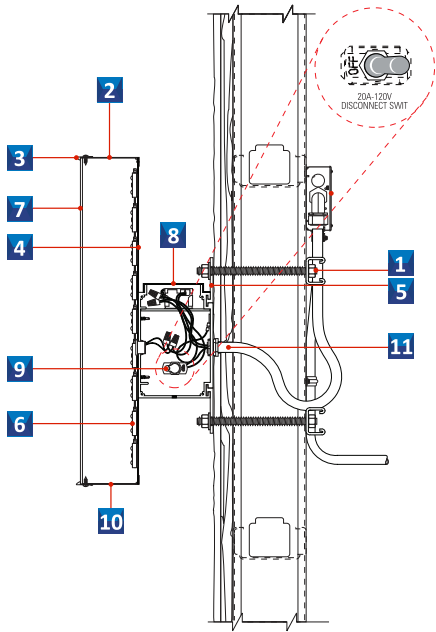
LOW VOLTAGE ELECTRONIC POWER SUPPLY
MOUNTED IN 7 1/4" X 4 1/2" EXTRUDED .050
ALUM. RACEWAY SUPPORT/WIRING BOX
PAINTED T.B.D.
- 9

VISIBLE CUT-OFF SWITCH WITH FLIP-UP COVER
- 10

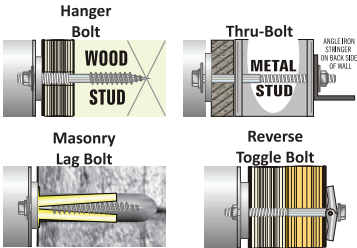
1/4" WEEP HOLES (2) TWO PER LETTER
- 11

GROUNDING WALL PASS-THRU
SEALED WATER TIGHT. WHIP ON LEFT SIDE.

SECTION DETAIL



MOUNTING DETAILS



*All Hardware to be
Galvanized and Non Corrosive

COLOR SCHEDULE

GREEN	#2500-106 BRILLIANT
GREY	METALLIC SILVER TRIMCAP
BLACK	PMS BLACK #2500-022
WHITE	

ELECTRICAL REQUIREMENT

L.E.D.	"USLED" WHITE L.E.D. MODULES
POWER SUPPLY	24V "ADVANCE" POWER SUPPLY
AMPS	0.79A
CIRCUITS	(1) 20A-120V
DISCONNECT	(1) 20A-120V

MANUFACTURING NOTES

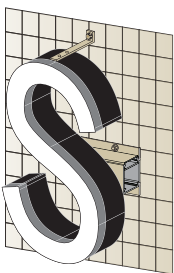
CHANNEL LETTER SETS SMALLER THAN 48" WILL BE CONSTRUCTED USING .040 ALUMINUM RETURNS & .063 ALUMINUM BACKS

CHANNEL LETTER SETS 48"-71" WILL BE CONSTRUCTED USING .063 ALUMINUM RETURNS & .090 ALUMINUM BACKS

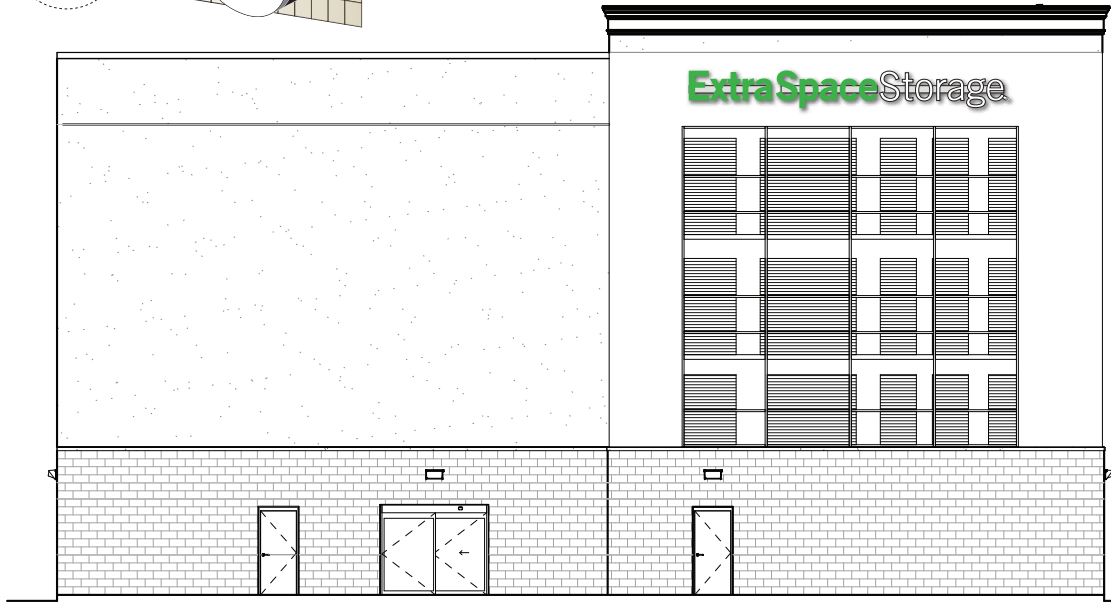
REGISTRATION MARK TO BE BLACK VINYL ON ALUMINUM TAB ATTACHED TO BACK OF "e" CHANNEL LETTER.

BRACING DETAIL

WHEN NEEDED SUPPORTS TO BE .090" ALUMINUM PAINTED TO MATCH RW POP-RIVETED TO RETURN (FACING UP TO HIDE FROM SIGHT)



DISCONNECT SWITCHES AT RIGHT END OF ALL RACEWAYS



PRELIMINARY WEST ELEVATION
SCALE: 1/16" = 1'-0"

T/ HIGH PARAPET	49' - 0"
T/ LOW PARAPET	45' - 0"
B/ ROOF DECK	40' - 6"
T/ FOURTH LEVEL	30' - 0"
T/ THIRD LEVEL	20' - 0"
T/ SECOND LEVEL	10' - 0"
T/ GROUND LEVEL	0'
GRADE	-6"

PROJECT:

DESIGN BUILD STORAGE

Extra Space Storage
105 Lexington Drive
Buffalo Grove, IL 60089

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

House / KZ

DRAWN BY

Bill Marlow

DATE

5.09.23

SCALE

1/2" = 1'

SHEET NO.

2 of 2

ESTIMATE / JOB NUMBER

12304

FILE NAME

DBS12304

REVISIONS:

- 1

5.24.23 - size
- 2

7.05.23
- 3
- 4
- 5
- 6
- 7
- 8

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



Customer is responsible for bringing sufficient power to the location(s) of illuminated signage.

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Luminaire list (Site 1)								
Index	Manufacturer	Article name	Item number	Fitting	Luminous flux	Light loss factor	Connected load	Quantity
1				1x	11398 lm	0.80	82.2 W	22

#	Name	Parameter	Min	Max	Average	Min/average	Min/max
1	Calculation surface 3	Perpendicular illuminance	0.000 lx	193 lx	1.00 lx	0.00	0.00

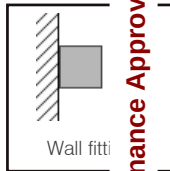


AMBERT

BR

DESCRIPTION

Specification grade architectural LED wallpack replacement for up to 250 watt HPS/ MH. Long life and low energy consumption utilizing CREE LED make this an exceptional value for exterior wall/entrance illumination. Low cost and easy to install.



ORDERING INFORMATION

Model	Watts	Lumen	Optic	Color Temp.	CRI	Optional	Finish
LI-WMK80XYZ	80	9240	A = 80x100	1 = 3000K 2 = 4000K 3 = 5000K	80	1 = Dimmable 2 = Occupancy Sensor 3 = Photocell	B

Ordering Example:

LI-WMK80XYZ-80-A-1-1-BR

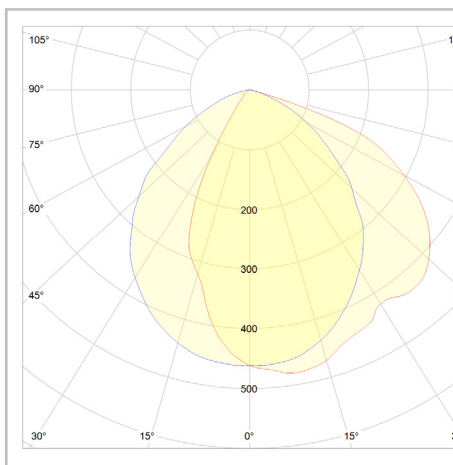
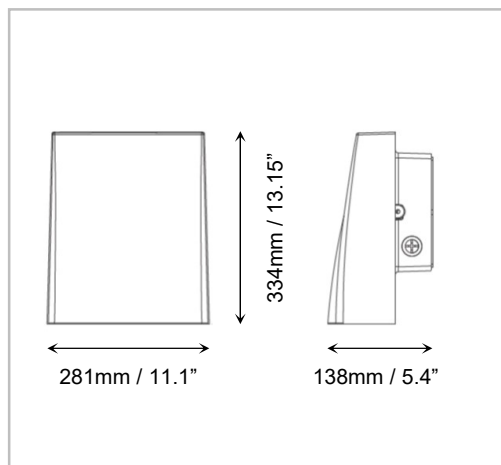
Project name:



AMBERT

BR

- Material: Die-cast aluminum housing with power coated color. No mercury and cool to the touch. High conductive, waterproof, aging resistance, salt mist resistance ,Make sure the safety and long lifetime. Tempered, borosilicate, UV & Fire resistant high output glass lens with seamless, silicone gasket to prevent leaks.
- Led type: CREE LED'S.
- Electrical: 120~ 277Vac, 50/60Hz Driver included.
- Power factor: $\geq 90\%$
- Led efficiency: 150 lm/W
- Color temperature: 3000K, 4000K, 5000K
- Operation temperature: -20°C to 40°C
- Color Rendering Index (CRI): ≥ 80
- THD%: $< 20\%$
- IP Rating: IP65



Project name:





May 15, 2023

Nicole Woods, AICP
 Director of Community Development
 Village of Buffalo Grove
 50 Raupp Boulevard
 Buffalo Grove, IL 60089
NWoods@VBG.org

**RE: 105 Lexington Drove
 Development Application
 Planned Unit Development Standards – Response**

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 minimum areas as set forth in Section 17.16.060 are met or are varied in this application.

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

Response:

The proposed use of this PUD will not present a detrimental influence or effect upon the surrounding neighborhood. This project will complete the redevelopment of the four-lot Bluestone subdivision with a benign, neighborhood friendly use that provides a service to the neighborhood and offers minimal noise and traffic to the neighborhood and will act as a buffer between the more congested commercial uses to the south and the lighter commercial uses to the north and the residential uses to the NW.

An Illinois Licensed Professional Design Firm #184.002314

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:

All required provisions will be made with respect to the preservation of streams, wooded areas, scenic views, floodplain areas, and other similar features. All stormwater is being handled onsite in compliance with all codes and ordinances.

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:

All requirements pertaining to Commercial uses as established in the PUD will conform to the requirements for Commercial use as established elsewhere in this Title except as is specifically varied for the proper planning of this PUD.

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:

Development of this project creates no outlots.



May 15, 2023

Nicole Woods, AICP
 Director of Community Development
 Village of Buffalo Grove
 50 Raupp Boulevard
 Buffalo Grove, IL 60089
NWoods@VBG.org

**RE: 105 Lexington Drove
 Development Application
 Special Use Standards – Response**

17.28.040 Criteria for Special Use.

- A. All special uses shall meet the following criteria:
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, or general welfare;
Approval of this Special Use Request will serve the public convenience at the location of the subject property by providing a service to residents that is in demand and currently underserved in this area. All the users of this facility will be local residents and business owners.
 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;
The shape of this site, long and narrow, presents a hardship for any development. The use as a climate controlled self-storage facility, given the very low customer trips and lack of heavy material deliveries as would be common for other commercial uses, offers a buffer between the heavier commercial uses to the south and the less intense commercial uses to the north and the residential to the north-west.

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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;

This 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 because this use is quite possibly the lowest intensity use as there could be. This facility will have one or possibly two overlapping employees, There are no toxic, smelly processes, and on a busy day there may be 6-8 or t-10 customer visits. Additionally, most loading and unloading is done inside the building.

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;

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 building in accord with the zoning district within which they lie because the proposed use is as benign a use as could possibly be proposed. Additionally, this is the last parcel to develop in the immediate commercially zoned district within which the subject parcel lies.

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

All necessary utilities exist at the site and can adequately serve the proposed development. With 6 to 8 or 10 customer visits on a busy day the surrounding access roads are adequate to handle this facility. The impact on adjacent roads will be insignificant. Drainage has / will be provided for per all applicable codes and ordinances. Access to internal loading and unloading will be from a private road that runs along the south property line.

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;

The minimal required parking for this facility will be constructed per Buffalo Grove codes and ordinances and screened per the Buffalo Grove landscaping ordinance.

- B. The special use shall in all other respects conform to the applicable regulations of the zoning district in which it is located, except as such regulations may be varied.
Notwithstanding the foregoing, business planned unit developments shall conform with Section 17.44.040 (D) unless varied.
- C. The Planning and Zoning Commission may recommend and the Corporate Authorities may impose such conditions and restrictions upon the subject property, the location, the construction and design of buildings and use of the property benefited by such special use as may be necessary or appropriate to comply with the foregoing criteria.
- D. Notwithstanding Chapter 17.52, the Planning and zoning Commission may recommend and the Corporate Authorities may vary the regulations of the zoning district in which the special use is located subject to the general objectives of Section 17.28.050(A)(1)-(3), except for planned unit developments which shall meet the general objectives of Section 17.28.050(A)(1)-(7).

(Ord. 2004-100 & 2,2004)

(Ord. No. 2014-43, & 21, 6-16-2014)

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**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, JULY 19, 2023**

Call to Order

The meeting was called to order at 7:30 PM by Commissioner Mitchell Weinstein

Public Hearings/Items For Consideration

1. Consideration of a Petition to the Village of Buffalo Grove for a Re-Zoning to the R-9 Multiple-Family Dwelling District with a Special Use for a Residential Planned Unit Development, Final Plat of Subdivision, Preliminary Plan and Zoning Variations to Allow the Construction of a 41-Unit Townhome Development on the Property Located at 22771-22825 N. Prairie Road. (Trustee Weidenfeld) (Staff Contact: Kelly Purvis)
Purvis, Deputy Community Development Director, provided a background on the subject property.

Freedman, attorney for the petitioner, reviewed the variations they are seeking for the subject property.

Schwartz, President of Bloom Street Partners, reviewed the process they began with staff and spoke to the collaborative nature of the project.

Michel, Traffic Engineer for petitioner, reviewed the traffic study for the project.

Com. Worlikar asked Michel if a crosswalk by the train was going to be part of the access plan for the development.

Michel said there would be no crosswalk because the track location and signals for the train cause a safety issue.

Com. Worlikar asked if sound was a concern from the train.

Schwartz addressed the sound concerns. He noted that the developers did not believe there was an issue and referenced the townhome development on the other side of the tracks.

Com. Worlikar asked the petitioners about the impact the development would have on the schools.

Perman, from the Perman Group, talked about the analysis completed to estimate the impact to the schools. He noted that the impact would be minimal.

Com. Richards asked about water flow and water management.

Schwartz spoke to the trap that is currently there and their plans for the site.

Com. Spunt asked about EV options for residents.

Schwartz said there will be one charger per dwelling.

Com. Spunt asked about solar panels.

Schwartz said they have thought about it, but they are not there yet.

Com. Au asked staff what kind of families are moving into row homes. Additionally, Com. Au asked staff what the difference was between the estimated student impact to the actual student impact from the Didier Farms development.

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Purvis, said she did not have those numbers, but could investigate it.

Com. Moodhe asked what the setback is from the road.

Purvis said 35 feet from the property line.

Com. Moodhe asked if they have worked with the Army Corps of Engineers.

Schwartz said no, not yet.

Com. Moodhe spoke about the physical location of the proposed pergola and asked if there was any consideration to move it to the south end of the site.

Schwartz said that side is low and reserved for surface detention. He noted that the pergola is meant to be an aesthetic piece to anchor the corner.

Com. Moodhe asked what they heard during the zoom meeting they held with residents regarding their planned development.

Schwartz provided Com. Moodhe an overview of the zoom meeting and indicated that residents did not voice any objections to the project.

Com. Moodhe asked for additional clarity on the traffic study.

Michel provided additional information regarding the traffic study and the minimal impact the development would have to the area.

Com. Moodhe asked the petitioners about the impact to the schools.

Perman provided clarity on the net increase to the schools.

Com. Moodhe asked what would cause a net decrease to schools.

Perman said more than 5 students, but noted that rental properties are different than ownership and typically yield less school aged children.

Com. Moodhe said he believes that rentals are ideal for Stevensen High School.

Com. Moodhe asked how the school buses impact traffic to the site.

Michel said that school buses are counted in daily traffic studies. They would not impact the site.

Com. Moodhe asked if the Village has any control of school bus routes and plans.

Johnson, Village Engineer, said there has never been any approval process by the Village for school routes, but that the Village can make suggestions.

Com. Moodhe asked for clarification on the crosswalk near the railroad crossing.

Michel said that the area is not ideal for a crosswalk and talked at length about the technical reasons why it would never be approved by IDOT.

Schwartz said he walked the site and explained his experience.

Schwartz also spoke to a similar development and the impact outcome to the area schools.

Com. Moodhe asked if the development was in Highland Park.

Schwartz said it is right next to the school in Highland Park.

Purvis provided the Commission with student numbers from the Didier Farms development. Com. Au thanked Purvis for the numbers.

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Com. Au expressed her concern about the lack of a crosswalk by the train station noting the number of students that park there to walk to school.

Purvis said there is a sidewalk on the south side of Half Day Road and a controled crosswalk students can safely cross near Stevensen High School.

Johnson said IDOT would be in charge of permitting a crosswalk and believes IDOT would not approve a crosswalk due to the proximity to the train.

Michel provided additional clarification on the crosswalk and the distance of the interaction.

Com. Worlikar asked staff if the Link Crossings development was fully occupied.

Purvis said it is not fully occupied as construction is on going.

Com. Worlikar asked if we have any data on other rentals.

Purvis said they do not have that data at this time.

Chairperson Weinstein asked if the traffic study was completed on a school day. Michel said it was done on a school day.

Chairperson Weinstein asked if it would have impact to traffic.

Michel said it adds two seconds to traffic queues, which is negligible.

Chairperson Weinstein asked about the south end of the property and the ordinances regarding the type of development on the site.

Purvis provided clarity on the subject property and the dynamics of the site.

Chairperson Weinstein asked the petitioners if it would be viable project if they reduced the number of units.

Freedman said the loss of units would be a significant impact.

Com. Spunt asked if they would ever change the property from rental to owned.

Schwartz said they could if the market called for it.

Com. Moodhe asked about the proposed wall on the east side of the development.

Schwartz talked about the retaining wall.

Com. Moodhe asked how the site drains.

Schwartz indicated that the property drains to the basin under the train tracks.

Com. Au asked staff if the property to the south was zoned different.

Purvis said they are zoned single family.

Com. Worlikar asked if the entrance to the site will be right in right out only.

Michel said it is full access on Prairie Road.

Com. Worlikar asked if the entrance will have a stop light.

Michel responded no, it will be stop sign controlled spoke to the left turn at willow parkway.

Chairperson Weinstein entered the Village staff report as exhibit one.

Heusinger, Buffalo Grove resident at 22723 prairie road, expressed her concerns about the traffic the development will bring to the area.

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The public hearing closed at 8:40 PM.

Com. Richards made a motion.

Com. Au expressed her concerns on the impact the development will have on the schools and the financial impact it will have on the residents. She expressed wanting further analysis done on the estimated impact.

Brankin, Village Attorney, said they Village can go back to the schools, but the schools have already reviewed the development and have not voiced any concerns.

Com. Au asked if they could amend the motion to require a more in-depth analysis on the impact to the schools.

Brankin said he was unclear how to word the amendment, but noted the development is subject to annexation agreement review and additional vetting at the Board level.

Com. Davis expressed his concerns on the impact to the schools.

Com. Moodhe express his concerns on the reduction in wetland.

Johnson spoke to the stormwater plans for the project. He said the Village is relying on Lake County as they are very familiar with wetland credits; however, the Village is comfortable with the concept approved by Lake County.

Chairperson Weinstein spoke in favor of the proposal.

Com. Richards made a motion to recommend approval of the Special Use for a Residential Planned Unit Development, the Zoning Map Amendment to zone the property R-9 Multi-Family Dwelling District, the Final Plat of Subdivision (Consolidation), the Preliminary Plan, and the above noted Zoning Variations, to accommodate the construction of a 41-unit townhome development on the properties located at 22771-22825 N. Prairie Road, subject to the following conditions:

a. The proposed development of 41 attached single-family units shall conform to the plans and conditions provided in the staff report and in the Planned Development Ordinance.

b. Prior to the approval of the final engineering plans, the Developer shall provide approval from the Lake County Stormwater Commission concerning the impacts to the existing wetland.

c. The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.

d. The Plat of Subdivision and Annexation Plat shall be submitted in a manner acceptable to the Village Engineer and the Village Attorney.

e. Prior to the issuance of building permits for construction of the development, the Developer shall obtain all necessary permits from the IEPA, Lake County Department of Transportation, Lake County Stormwater Management Commission, and the US Army Corps of Engineers

f. Signage prohibiting parking on the roadway on the east side of the property shall be installed as required by the Village of Buffalo Grove Fire Department. All associated pavement markings or signage shall be maintained by the property owner.

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g. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.

h. All landscaping shall be maintained in accordance with the approved landscaping plan in perpetuity.

i. The proposed development is subject to the storm water utility.

Com. Worlikar expressed his concerns over the crosswalk and the impact to the schools. He asked if they could get a letter from the school district with their approval of the development.

Brankin said the Village can't force the school to draft a letter but can ask and amend the motion to include it as a condition.

Chairperson Weinstein reviewed the amendment to the motion.

Com. Richards said he feels personally satisfied with the plan and staff's review.

Com. Au asked staff what reports were provided to the school.

Purvis said they saw the same report that was included in the packet for tonight's meeting.

Com. Richards said he would not be in favor of amending the motion.

Com. Moodhe said the Commissioners' concerns have been noted in the minutes on the record.

RESULT:	RECOMMENDATION TO APPROVE [6 TO 1]
	Next: 8/21/2023 7:30 PM
AYES:	Moodhe, Spunt, Weinstein, Richards, Worlikar, Davis
NAYS:	Amy Au
ABSENT:	Zill Khan, Sujat Saxena

2. Consideration of a Petition to the Village of Buffalo Grove for Approval of an Amendment to Ordinance No. 2021-067, an Amendment to the Planned Unit Development and the Preliminary Plan, with Approval of a Self-Storage Use, to Allow the Construction of a 112,268 Square Foot Self-Storage Facility on the Property at 105 Lexington Drive. (Trustee Stein) (Staff Contact: Kelly Purvis)

Purvis provided background on the subject property.

Budgell, architect for the project, summarized the project for the self-storage facility.

Com. Au asked about emergency access and if there is a phone number for people who might need to access it when they are closed.

Budgell said they must wait until the next day unless they arranged ahead of time.

Com. Au asked if the operation is like other self-storage facilities.

Lapetina, owner, and developer for the project, said they all operate the same. They also have security on site and cameras.

Budgell said the area will also be well lit.

Com. Richards asked the petitioners what the view of the building will be from Lake Cook Rd.

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Lapetina spoke to the view and said they would see the top part of the sign on the building.

Com. Moodhe asked how tall Ricky Rockets is.

Staff said they would look for how tall Ricky Rockets Gas Station is.

Com. Moodhe asked how much room people have maneuver U-Haul trucks.

Budgell said the access is 24 feet. The size of a two-lane road in a neighborhood.

Com. Moodhe asked how tall the doors are for the loading dock.

Budgell provided the dimensions.

Com. Moodhe asked about safety features.

Lapetina spoke to the safety feature for U-Hauls.

Com. Moodhe asked about the hours of operation.

Lapetina spoke to the hours of operation, which will be no later than 8 PM. Security walks the area. No one would be stuck inside or on the property. He also spoke to the emergency exits in the garage and throughout the building.

Com. Au asked if they anticipate selling anything.

Budgell said if there is room in the office, they may but just standard boxes and packing material.

Com. Au asked if they would need a variation to sell.

Purvis explained they would not need any variations as the site is zoned to allow retail sales.

The staff report entered as exhibit one.

Buffalo Grove Resident expressed concern over the lighting and landscaping of the other developments and hopes this one is different.

Budgell spoke to the lighting on the building and spoke to the landscape of the site.

The public hearing closed at 9:30 PM.

Com. Richards made a motion to recommend approval of the amendment to Ordinance No. 2021-067, an amendment to the underlying Planned Unit Development, the Preliminary Plan, and approval of a self-storage use, all to accommodate the construction of a new self-storage facility at 105 Lexington Drive, subject to the following conditions:

- 1. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.*
- 2. The Final Engineering plans shall be submitted 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.*

Motion was seconded by Com. Davis.

Com. Richards spoke in favor of the motion.

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Com. Moodhe spoke in favor of the motion but noted his caution at the number of storage facilities.

Com. Au asked for clarification on the corners of the building.

Purvis said that the lights would be on a timer and not on late at night.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 8/21/2023 7:30 PM
AYES:	Moodhe, Spunt, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan, Sujat Saxena

3. Comprehensive Plan Amendment (Dane Bragg, Trustee Weidenfeld) (Staff Contact: Kelly Purvis)
Purvis provided a background information regarding the proposed Comprehensive Plan amendment and the proposed TIF District on Dundee Road.
Com. Moodhe asked if we need to make this amendment for the Village Board to approve the TIF District.
Purvis said that the amendment helps align the future landuse map with what is proposed for the TIF District by allowing mixed uses.
Com. Moodhe asked if the High School within the TIF could use funds from the TIF.
Purvis said any projects would have to qualify for funds through eligible improvements.
Staff report was entered in as exhibit one.
The public hearing was closed at 9:40 PM.
Com. Richards made a motion to recommend approval of an amendment to Ordinance No. 2009-15, which adopted the "Village Comprehensive Plan Update 2009", for the Dundee Road TIF area to have future land use designation of mixed-use including Commercial, Office, Residential, Civic/Cultural, and public uses as outlined in the Dundee Road TIF District Eligibility Report and Redevelopment Plan and Project.
Motion second by Com. Worlikar.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 8/21/2023 7:30 PM
AYES:	Moodhe, Spunt, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan, Sujat Saxena

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Jun 21, 2023 7:30 PM

07/19/2023

RESULT:	ACCEPTED AS AMENDED [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan, Sujat Saxena

Chairman's Report**Committee and Liaison Reports**

Com. Richards reviewed the liaison report from the most recent Village Board Meeting.

Staff Report/Future Agenda Schedule

Purvis provided details on the future agenda schedule.

Public Comments and Questions**Adjournment**

The meeting was adjourned at 9:45 PM

Action Items

Kelly Purvis

APPROVED BY ME THIS 19th DAY OF July, 2023



Ordinance No. O-2023-101 : Ordinance Amending Chapter 10 of the Village of Buffalo Grove Municipal Code

Recommendation of Action

Staff recommends approval.

SUMMARY: An Ordinance proposing updated or new traffic ordinances due to a comprehensive review of the Village's signage.

ATTACHMENTS:

- Traffic Update Memo (DOCX)
- Ord road sign update for turning movements (DOCX)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, August 21, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: August 10, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Deputy Public Works Director/Village Engineer
SUBJECT: Proposed Changes to the Traffic Ordinance

The Public Works Department conducted a comprehensive review of existing turning restrictions and staff recommends approving the following updates to the Village Code. There are no new costs associated with these changes.

Highland Oaks Shopping Center and Deerfield Parkway

The Village Code restricts left turning movements from Highland Oaks Shopping Center onto Deerfield Parkway and right turning movements from Deerfield Parkway into the Shopping Center. Staff recommend striking this restriction from the Village Code because left turning movements are prevented by a barrier median and restricting right turning movements into the access drive is unnecessary.

Weiland Road and Deerfield Parkway

The intersection of Weiland Road and Deerfield Parkway is situated south of Aptakisic Jr. High School. Right turning movements at a red light are restricted on school days when children are present. The recommended ordinance updates the Village Code to codify these turning restrictions for all directions of travel, consistent with existing Lake County signage.

Ricky Rockets Development

Turning restrictions at the Ricky Rockets development have been previously codified into the Village Code. The development is closely situated to the intersection of Lake Cook Road and Lexington Drive, requiring particular turning movements into and out of the facility. The ordinance has been updated to restrict cross-traffic turning for the access drives adjacent to the signalized intersection.

Arlington Heights Road and Bernard Drive

The intersection of Arlington Heights Road and Bernard Drive is situated north of Longfellow Elementary School. Right turning movements at a red light are restricted for northbound traffic when children are present. The recommended ordinance codifies this restriction, consistent with existing Cook County signage.

ORDINANCE 2023-_____

AN ORDINANCE AMENDING CHAPTER 10 OF THE VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

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

WHEREAS, to provide safe and efficient traffic flow along Lexington Drive from the Rickey Rockets Development, Deerfield Parkway, Weiland Road, Arlington Heights Road, and Armstrong Drive, the below road signs or turning restrictions have been installed, adjusted or removed; 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. Section 208 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:

~~BG-11-208(A) Turning restriction—Highland Oaks Shopping Center driveway intersection.~~

~~No vehicle or combination of vehicles shall either turn left from the driveway at the Highland Oaks Shopping Center onto the westbound lane of Deerfield Parkway nor shall enter such driveway from eastbound Deerfield Parkway.~~

BG-11-208(BA) U-Turns.

The following locations in Buffalo Grove are prohibited from making U-turns:

All traffic proceeding on the route and direction noted in Column A shall be prohibited from making a U-turn at the intersections noted in Column B.

A	B
Southbound Buffalo Grove Road	Port Clinton Road
Southbound Buffalo Grove Road	Brandywyn Lane
Northbound Buffalo Grove Road	End of curbed island east of Whispering Oaks Drive
Northbound Buffalo Grove Road	Sandalwood Road
Westbound Half Day Road	Prairie Road

BG-11-208(CB) Turning restriction—Creeside Commons Shopping Center.

No vehicle or combination of vehicles shall turn left from the driveways at the Creekside Commons Shopping Center onto the eastbound lane of Deerfield Parkway.

BG-11-208(DC) Turning restriction—Church Road at St. Mary's Church.

No vehicle or combination of vehicles shall turn left from westbound Church Road into the St. Mary's Church parking lot between the hours of seven a.m. to eight a.m. and two p.m. to three p.m. school days.

BG-11-208(~~ED~~) Turning restriction—Fremont Way at commercial driveway.

No vehicles or combination of vehicles shall turn right from the southbound commercial driveway onto westbound Fremont Way.

BG-11-208(~~FE~~) Turning restriction—Illinois Route 22 at Easton Avenue.

No vehicles or combination of vehicles shall turn left from eastbound Illinois Route 22 onto northbound Easton Avenue between the hours of 6:00 a.m. to 9:00 a.m., weekdays.

BG-11-208(~~GF~~) Turning restriction—Fire Station #27 driveway at Easton Avenue.

No vehicles or combination of vehicles shall turn left from the eastbound Fire Station driveway onto northbound Easton Avenue between the hours of 6:00 a.m. to 9:00 a.m., weekdays.

BG-11-208(~~HG~~) Turning restriction—Cooper Middle School driveways.

No vehicles or combination of vehicles (except buses) shall turn left from eastbound Plum Grove Circle into the Cooper School east entrance driveway between the hours of 8:00 a.m. and 9:00 a.m. and 3:00 p.m. and 4:00 p.m., school days, nor shall they turn left from the Cooper School west exit driveway onto eastbound Plum Grove Circle between the hours of 8:00 a.m. and 9:00 a.m. and 3:00 p.m. and 4:00 p.m., school days.

BG-11-208(~~HH~~) Turning restriction—Buffalo Grove Bank & Trust driveway.

No vehicles or combination of vehicles shall turn left from westbound Old Checker Road into the Buffalo Grove Bank & Trust driveway.

BG-11-208(~~JJ~~) Turning restriction—Buffalo Grove High School exits to Arlington Heights Road.

No vehicle or combination of vehicles shall turn left from the south Buffalo Grove High School exit driveway onto the southbound lane of Arlington Heights Road between the hours of 7:00 a.m. and 8:00 a.m. and 2:00 p.m. and 3:00 p.m., school days, and no vehicle or combination of vehicles shall turn left from the north Buffalo Grove High School driveway onto the southbound lane of Arlington Heights Road between the hours of 7:00 a.m. and 8:00 a.m. and 2:00 p.m. and 3:15 p.m., school days.

BG-11-208(~~KJ~~) Turning restriction – Tripp Elementary School northern entrance on Highland Grove Drive.

No vehicles or combination of vehicles (except buses) shall turn left from northbound Highland Grove Drive into the Tripp Elementary School's northernmost entrance driveway between the hours of 3:00 p.m. and 3:45 p.m. on school days.

BG-11-208(~~LK~~) Turning restriction—Earl Pritchett Elementary School driveway.

No vehicles or combination of vehicles (except buses) shall turn left from northbound Horatio Boulevard into the Pritchett Elementary School north entrance driveway between the hours of 8:40 a.m. and 9:10 a.m. and 3:30 p.m. and 3:50 p.m., school days, nor shall they turn left from the Earl Pritchett Elementary School south exit driveway onto northbound Horatio Boulevard between the hours of 8:40 a.m. and 9:10 a.m. and 3:30 p.m. and 3:50 p.m., school days.

BG-11-208(~~ML~~) Turning restriction—First Street and Easton Avenue intersection.

No vehicle or combination of vehicles shall turn right from southbound First Street onto westbound Easton Avenue between the hours of 3:00 p.m. to 6:00 p.m., Monday through Thursday.

BG-11-208(~~NM~~) Turning restriction—Main Street and Easton Avenue intersection.

No vehicle or combination of vehicles shall turn right from southbound Main Street onto westbound Easton Avenue between the hours of 3:00 p.m. to 6:00 p.m., Monday through Thursday.

BG-11-208(ON) Turning restriction—Prairie Road and Brockman Avenue.

No vehicle or combination of vehicles shall turn right from northbound Prairie Road onto eastbound Brockman Avenue between the hours of 6:00 a.m. to 9:00 a.m. and between the hours of 3:00 p.m. to 6:00 p.m., Weekdays, except buses, or shall turn left, from southbound Prairie Road onto eastbound Brockman Avenue between the hours of 6:00 a.m. to 9:00 a.m., Weekdays except buses.

BG-11-208(PQ) Turning restriction—Weiland Road and Old Weiland Road.

No vehicle or combination of vehicles shall neither turn left from Old Weiland Road to southbound Weiland Road nor From Southbound Weiland Road onto Old Weiland Road.

BG-11-208(QP) Turning restriction—Weiland Road and St. Mary's Parkway.

No vehicle or combination of vehicles shall either enter onto westbound St. Mary's Parkway from westbound Weiland Road nor travel from eastbound St. Mary's Parkway onto eastbound Weiland Road.

BG-11-208(RQ) Turning restriction—Weiland Road and Deerfield Parkway.

No vehicle or combination of vehicles shall turn right on a red light onto westbound Deerfield Parkway from southbound Weiland Road at the intersection of Weiland Road and Deerfield Parkway on school days when children are present.

BG-11-208(SR) Turning restriction—Weiland Road and Aptakisic Road.

No vehicle or combination of vehicles shall turn right on a red light onto eastbound Aptakisic Road from northbound Weiland Road except from the right lane.

BG-11-208(TS) Turning restriction—Buffalo Grove Road and Lake Cook Road.

No vehicle or combination of vehicles shall turn right on a red light onto westbound Lake Cook Road from southbound Buffalo Grove Road on school days when children are present.

BG-11-208(UT) Turning restriction—Weiland Road and Lake Cook Road.

No vehicle or combination of vehicles shall turn right on a red light onto eastbound Lake Cook Road from northbound Weiland Road.

BG-11-208(VU) Turning restriction—St. Mary's Parkway and Buffalo Grove Road.

No vehicle or combination of vehicles shall turn right on a red light onto southbound Buffalo Grove Road from eastbound St. Mary's Parkway.

BG-11-208(WV) Turning restriction—Rickey Ricky Rockets Development and Lexington Drive.

No vehicle or combination of vehicles shall turn left from the southern driveway at the Rickey Ricky Rockets Development onto the southbound lane of Lexington Drive; nor shall they turn left from southbound Lexington Drive onto the southern driveway at the Ricky Rockets Development.

BG-11-208(XW) Turning restriction—Rickey Ricky Rockets Development and Lake Cook Road.

No vehicle or combination of vehicles shall turn left from Lake Cook Road to the Rickey Ricky Rockets Development; nor shall they turn left from the Ricky Rockets Development onto eastbound Lake Cook Road.

BG-11-208(X) Turning restriction—Arlington Heights Road and Bernard Drive.

No vehicle or combination of vehicles shall turn right on a red light onto eastbound Bernard Drive from northbound Arlington Heights Road when children are present.

SECTION 3. Any person violating any portion of this Chapter shall be punished according to the provisions of Chapter 1.08 of the Buffalo Grove Municipal Code.

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 not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk



Ordinance No. O-2023-102 : Approve an Amendment to Ordinance 2009-15, Which Adopted the “Village Comprehensive Plan Update 2009” as Amended by Ordinance 2018-24 and 2019-021 by Mixed-Use as the Future Land Use for the Dundee Road TIF District Area.

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval of the proposed amendment to Ordinance 2009-15 as amended. Staff concurs with this recommendation.

SUMMARY: The proposed amendment is to designate mixed-use as the future land use for the Dundee Road area. The Planning & Zoning Commission unanimously recommended approval.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit C Draft PZC Minutes (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, August 21, 2023

**VILLAGE OF
BUFFALO GROVE**



MEMORANDUM

DATE: August 21, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development

SUBJECT: Amendment to the 2009 Comprehensive Plan for Mixed-Use Designation Along Dundee Road

BACKGROUND

To achieve alignment with the [Dundee Road Tax Increment Financing District's Redevelopment Plan](#), an amendment to the existing [Comprehensive Plan](#) is being proposed.

Comprehensive Plans are long-term (15-20 year) frameworks and guides for communities. They are meant to be flexible and adaptable to changing conditions and a municipality can choose to update its plan or a part of its plan at any time to match the local needs, interests, or opportunities. The Village's current Comprehensive Plan was adopted in 2009 (Ordinance 2009-15) and The Lake Cook Corridor Market Study and Plan and the Prairie View Metra Station Area Plan were approved as amendments (Ordinance 2018-024 and 2019-021) to the Comprehensive Plan in 2018 and 2019, respectively.

The proposed amendment is to designate mixed-use as the future land use for the Dundee Road TIF District area. This area, which is shown in Exhibit 1, extends east-west along Dundee Road with most parcels adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road. As outlined in the [Dundee Road Tax Increment Financing District Eligibility Report and Redevelopment Plan and Project](#), the mixed-use designation would allow for Commercial, Office, Residential, Civic/Cultural, and Public uses on the properties.

It should be noted that Village staff is currently working on a new Comprehensive Plan for the Village, which takes a deeper dive into the Dundee and Milwaukee Corridors. The new comprehensive plan will ensure alignment with the Dundee Road Tax Increment Financing District's Redevelopment Plan.

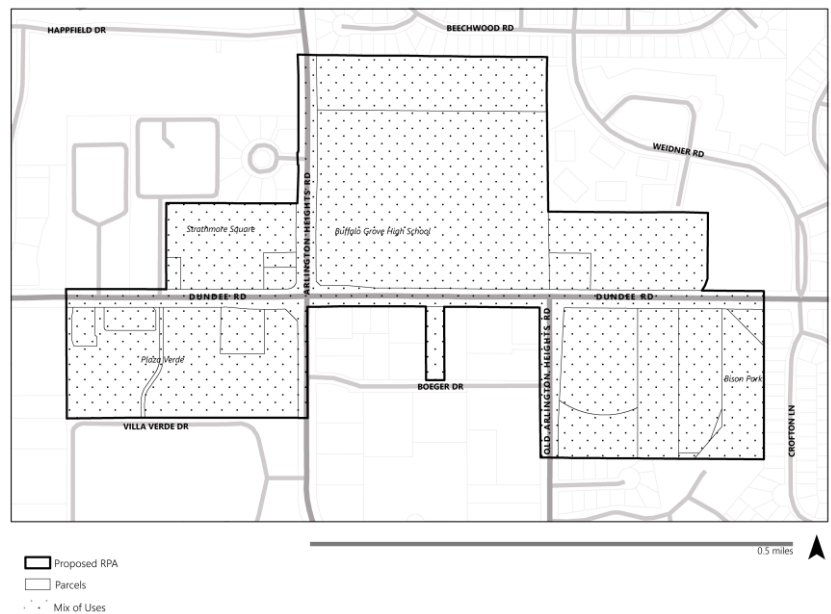


Exhibit 1. Proposed Future Land Use for the Dundee Road TIF District Area

Such action was not necessary with the 2020 Lake Cook Corridor Tax Increment Finance District as the TIF District was aligned with the future land uses of the Comprehensive Plan via the adoption of the Lake Cook Corridor Market Study and Plan as an element and amendment to the Comprehensive Plan.

PUBLIC HEARING COMMENTS

A public hearing for this item was held on July 19, 2023. There were no comments from the public.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION The PZC **unanimously recommended approval** of an amendment to Ordinance No. 2009-15, for the Dundee Road TIF area to have future land use designation of mixed-use.

ACTION REQUESTED

Staff recommends that the Village Board approve an ordinance amending Ordinance 2009-15, as amended for the Dundee Road TIF area to have a future land use designation of mixed-use including Commercial, Office, Residential, Civic/Cultural, and Public uses as outlined in the Dundee Road Tax Increment Financing District Eligibility Report and Redevelopment Plan and Project.

ORDINANCE NO. 2023-_____

**GRANTING AN AMENDMENT TO ORDINANCE 2009-15, WHICH
ADOPTED THE VILLAGE COMPREHENSIVE PLAN UPDATE 2009
AS AMENDED BY ORDINANCE NO. 2018-024 AND 2019-021**

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

WHEREAS, to achieve alignment with the Dundee Road Tax Increment Financing District's Redevelopment Plan, an Amendment to the 2009 Comprehensive Plan's Future Land Use Map is proposed; and

WHEREAS, Comprehensive Plans are long-term frameworks that can be amended at any time to match local needs, interests, and opportunities; and,

WHEREAS, the Village is seeking an amendment to Ordinance 2009-15, as amended by Ordinance 2018-24 and 2019-021, which would designate mixed-use as the future land use for the Dundee Road TIF District area, as legally described in Exhibit A, and as depicted in Exhibit B attached hereto; and,

WHEREAS, the mixed-use designation would allow for commercial, office, residential, civic/cultural, and public uses as outlined in the 2023 Dundee Road Tax Increment Financing District Eligibility Report and Redevelopment Plan and Project; and

WHEREAS, the Planning & Zoning Commission held the required public hearing on July 19, 2023, made its findings and recommended approval of the Amendment to the 2009 Comprehensive Plan, and prepared minutes of the public hearing which are attached as Exhibit C; and

WHEREAS, the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the Amendment to the 2009 Comprehensive Plan is in the best interests of the Village.

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 preceding WHEREAS clauses are hereby adopted by the Corporate Authorities and made a part hereof.

Section 2. The Amendment to Ordinance 2009-15, as amended, is hereby adopted as part of the Village Comprehensive Plan Update 2009 to amend the Comprehensive Plan Land Use Map to identify a future

land use designation of mixed-use including Commercial, Office, Residential, Civic/Cultural, and Public uses for the areas depicted on Exhibit B.

Section 3. The Village Clerk is hereby directed to file with the County Recorder of Deeds in Cook and Lake County, notice of the adoption of the Amendment to the 2009 Comprehensive Plan.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023.

APPROVED: _____, 2023.

APPROVED:

Eric Smith, Village President

ATTEST:

Village Clerk

Exhibit A**LEGAL DESCRIPTION****COOK COUNTY**

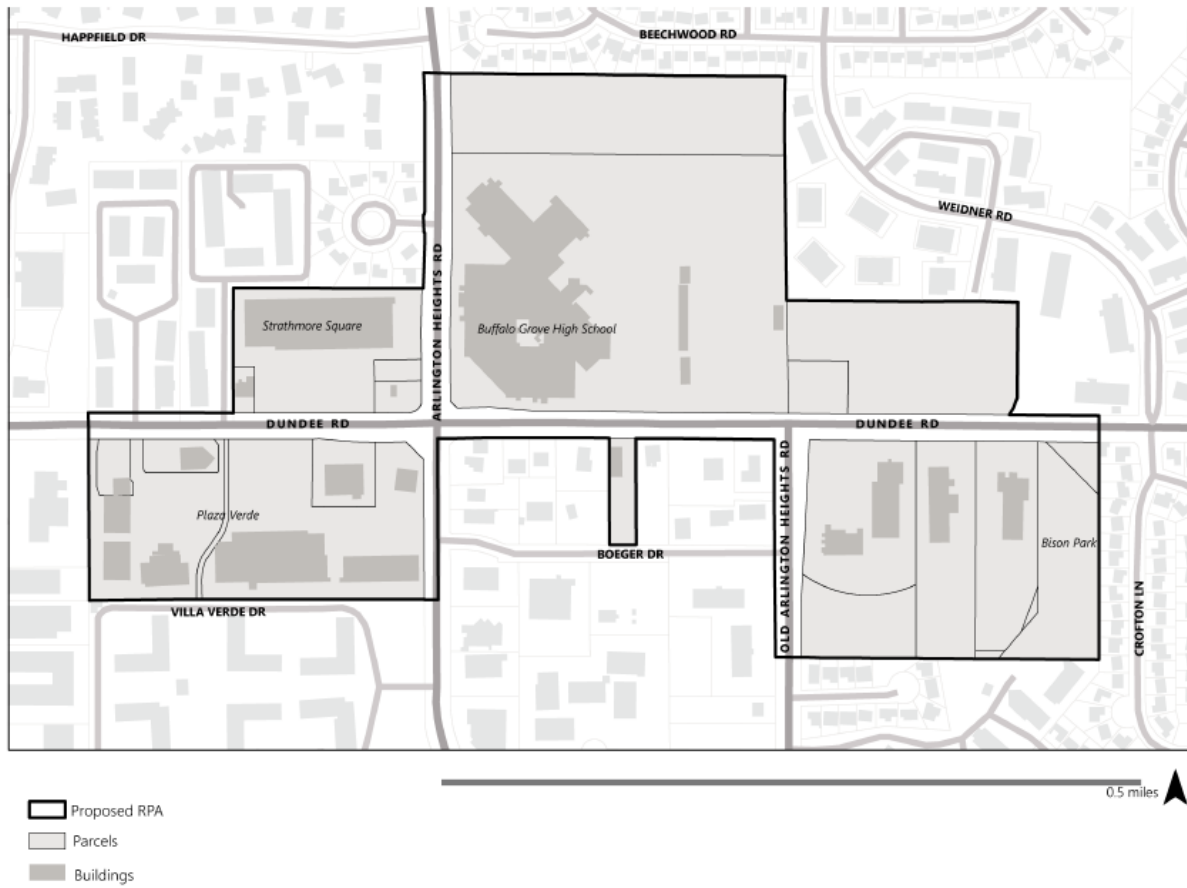
THAT PART OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DUNDEE ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE WEST LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID DUNDEE ROAD; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE EAST LINE OF THE WEST 200.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 470.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN STRATHMORE WEST SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20142938 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE WEST LINE OF ARLINGTON HEIGHTS ROAD TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19834936 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG LAST SAID SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG LAST SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF CHATHAM SUBDIVISION UNIT NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85262907 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF LAST SAID CHATHAM SUBDIVISION UNIT NO. 4 TO THE WESTERN MOST CORNER OF DELACOURTE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 98513157 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG A SOUTH LINE OF SAID DELACOURTE SUBDIVISION TO A BEND IN THE WEST LINE OF SAID DELACOURTE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID DELACOURTE SUBDIVISION TO THE SOUTHWEST CORNER OF SAID DELACOURTE SUBDIVISION BEING ALSO THE NORTH LINE OF DUNDEE ROAD; THENCE EAST ALONG THE NORTH LINE OF DUNDEE ROAD TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20937795 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID WEST 28 LINE OF MILL CREEK UNIT ONE SUBDIVISION TO THE SOUTH LINE OF GRAND SPAULDING DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23752075 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF SAID GRAND SPAULDING DODGE SUBDIVISION AND ALSO THE SOUTH LINE OF GRAND SPAULDING DODGE RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25344703, IN COOK COUNTY, ILLINOIS AND ALSO THE SOUTH LINE OF CRYSLER REALTY SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 88224282, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF OLD ARLINGTON HEIGHTS ROAD, BEING ALSO THE EAST LINE OF FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG LAST SAID WEST LINE OF OLD ARLINGTON HEIGHTS ROAD TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE NORTHEAST CORNER OF LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF

RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7 IN SAID FREEDOM SMALL FARMS SUBDIVISION; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE CENTERLINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH ALONG THE CENTERLINE OF ARLINGTON HEIGHTS ROAD TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BARBARA RESUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 2 IN PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 00818536, IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23237770, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7 TO THE CENTERLINE OF DUNDEE ROAD BEING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Index Numbers (PINs)

03-08-101-025-0000
 03-08-101-020-0000
 03-08-101-021-0000
 03-08-101-028-0000
 03-07-201-029-0000
 03-07-201-028-0000
 03-07-201-030-0000
 03-07-201-022-0000
 03-07-201-021-0000
 03-07-201-020-0000
 03-06-400-025-0000
 03-06-400-026-0000
 03-06-400-033-0000
 03-06-400-059-0000
 03-05-302-003-0000
 03-05-302-002-0000
 03-05-303-029-0000
 03-05-303-003-0000
 03-08-101-022-0000
 03-08-101-023-0000
 03-08-101-016-0000
 03-08-101-012-0000
 03-08-100-008-0000

Exhibit B Proposed Comprehensive Plan Amendment Area



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

Exhibit C

Draft Minutes from the July 19, 2023 Planning & Zoning Commission Meeting

Attachment: Ordinance (O-2023-102 : Approve an Amendment to Ordinance 2009-15, Which Adopted the Village Comprehensive Plan)

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, JULY 19, 2023**

Call to Order

The meeting was called to order at 7:30 PM by Commissioner Mitchell Weinstein

Public Hearings/Items For Consideration

1. Consideration of a Petition to the Village of Buffalo Grove for a Re-Zoning to the R-9 Multiple-Family Dwelling District with a Special Use for a Residential Planned Unit Development, Final Plat of Subdivision, Preliminary Plan and Zoning Variations to Allow the Construction of a 41-Unit Townhome Development on the Property Located at 22771-22825 N. Prairie Road. (Trustee Weidenfeld) (Staff Contact: Kelly Purvis)
Purvis, Deputy Community Development Director, provided a background on the subject property.

Freedman, attorney for the petitioner, reviewed the variations they are seeking for the subject property.

Schwartz, President of Bloom Street Partners, reviewed the process they began with staff and spoke to the collaborative nature of the project.

Michel, Traffic Engineer for petitioner, reviewed the traffic study for the project.

Com. Worlikar asked Michel if a crosswalk by the train was going to be part of the access plan for the development.

Michel said there would be no crosswalk because the track location and signals for the train cause a safety issue.

Com. Worlikar asked if sound was a concern from the train.

Schwartz addressed the sound concerns. He noted that the developers did not believe there was an issue and referenced the townhome development on the other side of the tracks.

Com. Worlikar asked the petitioners about the impact the development would have on the schools.

Perman, from the Perman Group, talked about the analysis completed to estimate the impact to the schools. He noted that the impact would be minimal.

Com. Richards asked about water flow and water management.

Schwartz spoke to the trap that is currently there and their plans for the site.

Com. Spunt asked about EV options for residents.

Schwartz said there will be one charger per dwelling.

Com. Spunt asked about solar panels.

Schwartz said they have thought about it, but they are not there yet.

Com. Au asked staff what kind of families are moving into row homes. Additionally, Com. Au asked staff what the difference was between the estimated student impact to the actual student impact from the Didier Farms development.

07/19/2023

Purvis, said she did not have those numbers, but could investigate it.

Com. Moodhe asked what the setback is from the road.

Purvis said 35 feet from the property line.

Com. Moodhe asked if they have worked with the Army Corps of Engineers.

Schwartz said no, not yet.

Com. Moodhe spoke about the physical location of the proposed pergola and asked if there was any consideration to move it to the south end of the site.

Schwartz said that side is low and reserved for surface detention. He noted that the pergola is meant to be an aesthetic piece to anchor the corner.

Com. Moodhe asked what they heard during the zoom meeting they held with residents regarding their planned development.

Schwartz provided Com. Moodhe an overview of the zoom meeting and indicated that residents did not voice any objections to the project.

Com. Moodhe asked for additional clarity on the traffic study.

Michel provided additional information regarding the traffic study and the minimal impact the development would have to the area.

Com. Moodhe asked the petitioners about the impact to the schools.

Perman provided clarity on the net increase to the schools.

Com. Moodhe asked what would cause a net decrease to schools.

Perman said more than 5 students, but noted that rental properties are different than ownership and typically yield less school aged children.

Com. Moodhe said he believes that rentals are ideal for Stevensen High School.

Com. Moodhe asked how the school buses impact traffic to the site.

Michel said that school buses are counted in daily traffic studies. They would not impact the site.

Com. Moodhe asked if the Village has any control of school bus routes and plans.

Johnson, Village Engineer, said there has never been any approval process by the Village for school routes, but that the Village can make suggestions.

Com. Moodhe asked for clarification on the crosswalk near the railroad crossing.

Michel said that the area is not ideal for a crosswalk and talked at length about the technical reasons why it would never be approved by IDOT.

Schwartz said he walked the site and explained his experience.

Schwartz also spoke to a similar development and the impact outcome to the area schools.

Com. Moodhe asked if the development was in Highland Park.

Schwartz said it is right next to the school in Highland Park.

Purvis provided the Commission with student numbers from the Didier Farms development. Com. Au thanked Purvis for the numbers.

07/19/2023

Com. Au expressed her concern about the lack of a crosswalk by the train station noting the number of students that park there to walk to school.

Purvis said there is a sidewalk on the south side of Half Day Road and a controled crosswalk students can safely cross near Stevensen High School.

Johnson said IDOT would be in charge of permitting a crosswalk and believes IDOT would not approve a crosswalk due to the proximity to the train.

Michel provided additional clarification on the crosswalk and the distance of the interaction.

Com. Worlikar asked staff if the Link Crossings development was fully occupied.

Purvis said it is not fully occupied as construction is on going.

Com. Worlikar asked if we have any data on other rentals.

Purvis said they do not have that data at this time.

Chairperson Weinstein asked if the traffic study was completed on a school day. Michel said it was done on a school day.

Chairperson Weinstein asked if it would have impact to traffic.

Michel said it adds two seconds to traffic queues, which is negligible.

Chairperson Weinstein asked about the south end of the property and the ordinances regarding the type of development on the site.

Purvis provided clarity on the subject property and the dynamics of the site.

Chairperson Weinstein asked the petitioners if it would be viable project if they reduced the number of units.

Freedman said the loss of units would be a significant impact.

Com. Spunt asked if they would ever change the property from rental to owned.

Schwartz said they could if the market called for it.

Com. Moodhe asked about the proposed wall on the east side of the development.

Schwartz talked about the retaining wall.

Com. Moodhe asked how the site drains.

Schwartz indicated that the property drains to the basin under the train tracks.

Com. Au asked staff if the property to the south was zoned different.

Purvis said they are zoned single family.

Com. Worlikar asked if the entrance to the site will be right in right out only.

Michel said it is full access on Prairie Road.

Com. Worlikar asked if the entrance will have a stop light.

Michel responded no, it will be stop sign controlled spoke to the left turn at willow parkway.

Chairperson Weinstein entered the Village staff report as exhibit one.

Heusinger, Buffalo Grove resident at 22723 prairie road, expressed her concerns about the traffic the development will bring to the area.

07/19/2023

The public hearing closed at 8:40 PM.

Com. Richards made a motion.

Com. Au expressed her concerns on the impact the development will have on the schools and the financial impact it will have on the residents. She expressed wanting further analysis done on the estimated impact.

Brankin, Village Attorney, said they Village can go back to the schools, but the schools have already reviewed the development and have not voiced any concerns.

Com. Au asked if they could amend the motion to require a more in-depth analysis on the impact to the schools.

Brankin said he was unclear how to word the amendment, but noted the development is subject to annexation agreement review and additional vetting at the Board level.

Com. Davis expressed his concerns on the impact to the schools.

Com. Moodhe express his concerns on the reduction in wetland.

Johnson spoke to the stormwater plans for the project. He said the Village is relying on Lake County as they are very familiar with wetland credits; however, the Village is comfortable with the concept approved by Lake County.

Chairperson Weinstein spoke in favor of the proposal.

Com. Richards made a motion to recommend approval of the Special Use for a Residential Planned Unit Development, the Zoning Map Amendment to zone the property R-9 Multi-Family Dwelling District, the Final Plat of Subdivision (Consolidation), the Preliminary Plan, and the above noted Zoning Variations, to accommodate the construction of a 41-unit townhome development on the properties located at 22771-22825 N. Prairie Road, subject to the following conditions:

a. The proposed development of 41 attached single-family units shall conform to the plans and conditions provided in the staff report and in the Planned Development Ordinance.

b. Prior to the approval of the final engineering plans, the Developer shall provide approval from the Lake County Stormwater Commission concerning the impacts to the existing wetland.

c. The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.

d. The Plat of Subdivision and Annexation Plat shall be submitted in a manner acceptable to the Village Engineer and the Village Attorney.

e. Prior to the issuance of building permits for construction of the development, the Developer shall obtain all necessary permits from the IEPA, Lake County Department of Transportation, Lake County Stormwater Management Commission, and the US Army Corps of Engineers

f. Signage prohibiting parking on the roadway on the east side of the property shall be installed as required by the Village of Buffalo Grove Fire Department. All associated pavement markings or signage shall be maintained by the property owner.

07/19/2023

g. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.

h. All landscaping shall be maintained in accordance with the approved landscaping plan in perpetuity.

i. The proposed development is subject to the storm water utility.

Com. Worlikar expressed his concerns over the crosswalk and the impact to the schools. He asked if they could get a letter from the school district with their approval of the development.

Brankin said the Village can't force the school to draft a letter but can ask and amend the motion to include it as a condition.

Chairperson Weinstein reviewed the amendment to the motion.

Com. Richards said he feels personally satisfied with the plan and staff's review.

Com. Au asked staff what reports were provided to the school.

Purvis said they saw the same report that was included in the packet for tonight's meeting.

Com. Richards said he would not be in favor of amending the motion.

Com. Moodhe said the Commissioners' concerns have been noted in the minutes on the record.

RESULT:	RECOMMENDATION TO APPROVE [6 TO 1]
	Next: 8/21/2023 7:30 PM
AYES:	Moodhe, Spunt, Weinstein, Richards, Worlikar, Davis
NAYS:	Amy Au
ABSENT:	Zill Khan, Sujat Saxena

2. Consideration of a Petition to the Village of Buffalo Grove for Approval of an Amendment to Ordinance No. 2021-067, an Amendment to the Planned Unit Development and the Preliminary Plan, with Approval of a Self-Storage Use, to Allow the Construction of a 112,268 Square Foot Self-Storage Facility on the Property at 105 Lexington Drive. (Trustee Stein) (Staff Contact: Kelly Purvis)

Purvis provided background on the subject property.

Budgell, architect for the project, summarized the project for the self-storage facility.

Com. Au asked about emergency access and if there is a phone number for people who might need to access it when they are closed.

Budgell said they must wait until the next day unless they arranged ahead of time.

Com. Au asked if the operation is like other self-storage facilities.

Lapetina, owner, and developer for the project, said they all operate the same. They also have security on site and cameras.

Budgell said the area will also be well lit.

Com. Richards asked the petitioners what the view of the building will be from Lake Cook Rd.

07/19/2023

Lapetina spoke to the view and said they would see the top part of the sign on the building.

Com. Moodhe asked how tall Ricky Rockets is.

Staff said they would look for how tall Ricky Rockets Gas Station is.

Com. Moodhe asked how much room people have maneuver U-Haul trucks.

Budgell said the access is 24 feet. The size of a two-lane road in a neighborhood.

Com. Moodhe asked how tall the doors are for the loading dock.

Budgell provided the dimensions.

Com. Moodhe asked about safety features.

Lapetina spoke to the safety feature for U-Hauls.

Com. Moodhe asked about the hours of operation.

Lapetina spoke to the hours of operation, which will be no later than 8 PM. Security walks the area. No one would be stuck inside or on the property. He also spoke to the emergency exits in the garage and throughout the building.

Com. Au asked if they anticipate selling anything.

Budgell said if there is room in the office, they may but just standard boxes and packing material.

Com. Au asked if they would need a variation to sell.

Purvis explained they would not need any variations as the site is zoned to allow retail sales.

The staff report entered as exhibit one.

Buffalo Grove Resident expressed concern over the lighting and landscaping of the other developments and hopes this one is different.

Budgell spoke to the lighting on the building and spoke to the landscape of the site.

The public hearing closed at 9:30 PM.

Com. Richards made a motion to recommend approval of the amendment to Ordinance No. 2021-067, an amendment to the underlying Planned Unit Development, the Preliminary Plan, and approval of a self-storage use, all to accommodate the construction of a new self-storage facility at 105 Lexington Drive, subject to the following conditions:

- 1. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.*
- 2. The Final Engineering plans shall be submitted 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.*

Motion was seconded by Com. Davis.

Com. Richards spoke in favor of the motion.

07/19/2023

Com. Moodhe spoke in favor of the motion but noted his caution at the number of storage facilities.

Com. Au asked for clarification on the corners of the building.

Purvis said that the lights would be on a timer and not on late at night.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 8/21/2023 7:30 PM
AYES:	Moodhe, Spunt, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan, Sujat Saxena

3. Comprehensive Plan Amendment (Dane Bragg, Trustee Weidenfeld) (Staff Contact: Kelly Purvis)
- Purvis provided a background information regarding the proposed Comprehensive Plan amendment and the proposed TIF District on Dundee Road.*
- Com. Moodhe asked if we need to make this amendment for the Village Board to approve the TIF District.*
- Purvis said that the amendment helps align the future landuse map with what is proposed for the TIF District by allowing mixed uses.*
- Com. Moodhe asked if the High School within the TIF could use funds from the TIF.*
- Purvis said any projects would have to qualify for funds through eligible improvements.*
- Staff report was entered in as exhibit one.*
- The public hearing was closed at 9:40 PM.*
- Com. Richards made a motion to recommend approval of an amendment to Ordinance No. 2009-15, which adopted the "Village Comprehensive Plan Update 2009", for the Dundee Road TIF area to have future land use designation of mixed-use including Commercial, Office, Residential, Civic/Cultural, and public uses as outlined in the Dundee Road TIF District Eligibility Report and Redevelopment Plan and Project.*
- Motion second by Com. Worlikar.*

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 8/21/2023 7:30 PM
AYES:	Moodhe, Spunt, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan, Sujat Saxena

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Jun 21, 2023 7:30 PM

07/19/2023

RESULT:	ACCEPTED AS AMENDED [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan, Sujat Saxena

Chairman's Report**Committee and Liaison Reports**

Com. Richards reviewed the liaison report from the most recent Village Board Meeting.

Staff Report/Future Agenda Schedule

Purvis provided details on the future agenda schedule.

Public Comments and Questions**Adjournment**

The meeting was adjourned at 9:45 PM

Action Items

Kelly Purvis

APPROVED BY ME THIS 19th DAY OF July, 2023

Attachment: Exhibit C Draft PZC Minutes (O-2023-102 : Approve an Amendment to Ordinance 2009-15, Which Adopted the Village



Ordinance No. O-2023-103 : Award of Bid for Water Main Materials

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Mid American Water Inc. for the purchase of water main materials for use on I.M.P. projects in the amount of \$896,145.85 pending review and approval by the Village Attorney.

ATTACHMENTS:

- Mid American Materials Memo (DOCX)
- Mid American Ordinance (DOCX)
- BIDTAB (PDF)
- Mid America Water-Bid Docs (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, August 21, 2023	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: August 17, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Deputy Director of Public Works/Village Engineer
SUBJECT: Award of Bid for Water Main Materials

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Mid American Water Inc. for the purchase of water main materials for use on Infrastructure Modernization Program projects in the amount of \$896,145.85 pending review and approval by the Village Attorney.

BACKGROUND

Over the last several years the supply of water main materials has been continually disrupted due to various supply chain issues. Pipe, valves and hydrants are made up of several components that include metals, plastics and rubber; all of which must be of the highest quality. Staff has observed regional water projects being delayed or suspended due to these materials being unavailable, therefore identified this bidding process as a mechanism to ensure continuation of the Infrastructure Modernization Program.

Additionally, a purchase of this quantity has economies of scale which is demonstrated by our proposed contract pricing. Based upon past projects, staff would have estimated the total price to be north of \$900,000.

Pipe will be stored outdoors in accordance with manufacturer specifications while the valves and hydrants will be stored indoors at the new Public Works Facility through this winter. The movement of these materials to the project sites will be included in the I.M.P. contracts starting in 2024, reducing the quantity being stored and not impacting Public Work's other efforts.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING THE PURCHASE OF MATERIALS FROM MID AMERICAN WATER INC.

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

WHEREAS, the Village seeks to execute an agreement with Mid American Water Inc. for the purchase of water main materials for use on I.M.P. projects, pending review and approval by the Village Attorney,

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

SECTION 2. The Village Manager is authorized to execute an agreement with Mid American Water Inc. for the purchase of water main materials for use on I.M.P. projects in the amount of \$896,145.85, pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Mid American Ordinance (O-2023-103 : Award of Bid for Water Main Materials)

Tabulation

RFB Opening: 8/1/2023 9:00 AM
VoBG-2023-17

	Mid-American Water 1125 North Old Rand Rd. Wauconda, IL, 60084 derekdixon1@sbcglobal.net	Ziebell Water Service Products, Inc 2001 Pratt Blvd Elk Grove Village, IL, 60007 ahalikias@ziebellproducts.com
Bid Bond:	Yes	No
Signed Proposal Form:	Yes	Yes
Signed Public Addendum:	Yes	No
Ductile Iron Pipe, Class 52, 8" - 14,000 Ft	\$545,160.00	\$543,620.00
Unit Price	\$38.94	\$38.83
Ductile Iron Pipe, Class 52, 10" - 1,000 Ft	\$50,910.00	\$50,840.00
Unit Price	\$50.91	\$50.84
Fire Hydrants, Complete - Quantity 55	\$255,635.05	\$278,621.20
Unit Price	\$4,647.91	\$5,065.84
Water Valves, 8" - Quantity 30	\$44,440.80	\$47,822.70
Unit Price	\$1,481.36	\$1,594.09
TOTAL COST	\$896,145.85	\$920,903.90

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Mid American Water, Inc.
1500 Mountain Street
Aurora, IL 60505

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 10% of Bid Price

PROJECT:

(Name, location or address, and Project number, if any)

Purchase and delivery of Water Appurtenance Material

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of August, 2023

Michael Duhel
(Witness)

Mid American Water, Inc.

(Principal)

(Seal)

David M. President
(Title)

Travelers Casualty and Surety Company of America

(Surety)

Robin Vinci

Robin Vinci, Attorney-in-Fact
(Title)

Tracy L. Snow
(Witness)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robin Vinci** of Chicago / Naperville, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

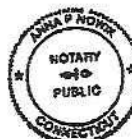
City of Hartford ss.

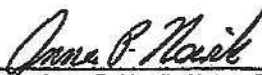
By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

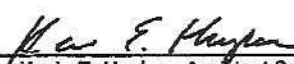
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of August, 2023




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

VoBG-2023-17

Finance Department
 Fifty Raupp Blvd.
 Buffalo Grove, IL 60089-2198
 Phone 847-459-2500
 Fax 847-459-7906

Water Appurtenances Material Purchase Addendum #1

TO: Prospective Respondents and Other Interested Parties

FROM: The Village of Buffalo Grove Finance Department

ISSUE DATE: July 12, 2023

SUBJECT: ADDENDUM #1

Note: This Addendum is hereby declared a part of the original bid and contract documents and in case of conflict, the provisions in the following Addendum shall govern.

The following changes and clarifications shall be made to the Bid Documents for Water Appurtenances Material Purchase.

Q1. Are accessories such as bolts, gaskets, and megalugs needed for the hydrants and valves?

A1. No.

Q2. Are valve boxes needed for the hydrants?

A2. No.

Q3. What is the bury depth of the hydrants?

A3. 5.5 foot bury depth.

PROSPECTIVE RESPONDENTS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #1. AND SHALL INCLUDE AND NOTE THIS ADDENDUM IN YOUR RESPONSE.

RESPONDENT: Mid American Water

SIGNED:  DATE: 7/26/2023

TITLE : President

Attachment: Mid America Water-Bid Docs (O-2023-103 : Award of Bid for Water Main Materials)

Village of Buffalo Grove

CONTRACT/BID FOR THE WATER APPURTENANCES MATERIAL PURCHASE

Full Name of Bidder Mis American Water Inc ("Bidder")
Principal Office Address 1500 Mountain Aurora, IL 60505
Local Office Address 1125 N.Old Rand Rd. Wauconda, IL 60084
Contact Person Derek Dixon Telephone Number 630-851-4500

TO: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, Illinois 60089
Attention: **Brett Robinson**
Administrative Services Director

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 [if none, write "NONE"], which are included as part of this Contract/Bid.

1. **Proposal to Provide Product**

A. **Contract and Product.** If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall, provide to the Municipalities the product, items, materials, merchandise, supplies, or other items identified in the Invitation for Bids attached hereto ("**Product**") in new, undamaged, and first-quality condition. Bidder further proposes to:

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to provide and/or deliver the Product to the Village in a proper and workmanlike manner;
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Product;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract/Bid;
4. **Taxes.** Pay all applicable federal, state, and local taxes; and
5. **Miscellaneous.** Do all other things required of Bidder by this Contract/Bid.

B. **Performance Standards.** If this Contract/Bid is accepted, Bidder proposes and agrees that the Product will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract/Bid. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the Village requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides, within its bid, written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

C. **Responsibility for Damage or Loss.** If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village, repair or replace, any damage done to, and any loss or injury suffered by, the Village as a result of Bidder's failure to perform hereunder.

D. **Inspection/Testing/Rejection.** The Village shall have the right to inspect all or any part of the Product. If, in the Village's judgment, all or any part of the Product is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then the Village, without limiting its other rights or remedies, may, at its discretion: (i) reject such Product; (ii) require Bidder to correct or replace such Product at Bidder's cost; (iii) obtain new Product to replace the Product that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract/Bid. The product so rejected may be returned or held at Bidder's expense and risk.

Attachment: Mid America Water-Bid Docs (O-2023-103 : Award of Bid for Water Main Materials)

2. Contract Price Proposal

- A. If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall deliver the Product to the Village in accordance with the Schedule of Prices (Appendix A.):

If the Village has specified the Quantity of Product to be purchased by the Village on Page 1 of the Invite for Bids, then Bidder shall take, in full payment for all Product and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price (based on unit price multiplied by approximate quantities)

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change.
2. The Village is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released.
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Product are included in the Schedule of Prices; and
4. If the Quantity of Product to be purchased by the Village is specified on Page 1 of the Invite for Bids, such amount is an estimate only. The Village reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the Village for the Product that complies with this Contract/Bid that are accepted by the Village. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the quantity of Product to be delivered.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

- Within 6 weeks of receipt of invoice.
- All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Bid.

3. Contract Time

If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall provide the Product to the Village no earlier than October 1, 2023, and no later than January 31, 2024.

4. Financial Assurance

A. Indemnification. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Bid, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract/Bid.

B. Penalties. If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder 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 Bidder's performance, or failure to perform, under this Contract/Bid.

5. Firm Bid

All prices and other terms stated in this Contract/Bid are firm and shall not be subject to withdrawal, escalation, or change provided that the Village accepts this Contract/Bid within 45 days after the date this sealed Contract/Bid is opened.

7. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Bid, Bidder hereby represents and warrants as follows:

A. The Product. All Product, and all of their components, shall be of merchantable quality and, for a period of not less than one year after purchase: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract/Bid, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Bid; and (3) shall be free of any liens or encumbrances, fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Bid. The warranties expressed herein shall be in addition to any other warranties applicable to the Product (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. All Product, and all of their components, shall comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid shall be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with the Municipalities or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any

tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Product at the Contract Price and within the Contract Time Proposals set forth above.

8. Acknowledgements

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Bid.

B. Reservation of Rights. The Village reserves the right to reject any and all bids, reserve the right to reject the low-price bid, and reserve such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Bid is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Bid and in the Village's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Bid shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Bid.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Bid; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Bid; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Bid; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Bid; or of any remedy, power, or right of the Village.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Bid that should any provision, covenant, agreement, or portion of this Contract/Bid or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Bid and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Bid to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Bid shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract/Bid, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

J. Governing Law. This Contract/Bid shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

9. Contractor's Insurance

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

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

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village 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. 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

- 1) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 2) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

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

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence

limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

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

recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I. Assumption of Liability

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

J. Workers' Compensation and Employers' Liability Coverage

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

K. Waiver of 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 Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

9. Descriptive Literature

Each bidder bidding on contracts to furnish equipment or materials shall furnish with their proposal, two (2) copies of descriptive literature on the supplies or equipment being bid and manufacturer's specifications shall be in sufficient detail to permit proper evaluation of the bid.

Initials DD.

Bidder's Status: (☒ Illinois Corporation) () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: Mid American Water Inc

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: *Derek Dixon*

(corporate seal)
(if corporation)

Printed Name: Derek Dixon

Title/Position: President

Date: 7/26/2023

Bidder's Business Address: 1500 Mountain Aurora, IL 60505

Bidder's Business Telephone: 630-851-4500

Email: derekdixon1@sbcglobal.net

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Derek Dixon	President	1500 Mountain Aurora, IL 60505
Darren Dixon	Vice-President	1500 Mountain Aurora, IL 60505

Provide a copy of the Bidders W-9 with this form.

Attachment: Mid America Water-Bid Docs (O-2023-103 : Award of Bid for Water Main Materials)

Form
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Mid American Water, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
1500 E. Mountain Street

City, state, and ZIP code
Aurora, IL 60505

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

3 6 3 9 9 5 0 9 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *Jane Lucas* Date *4/17/23*

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Buffalo Grove ("Municipality") this 21st day of August 2023.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the Product and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Municipality without further notice of objection and shall be of no effect nor in any circumstances binding upon the Municipality unless accepted by the Municipality in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the Municipality of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF BUFFALO GROVE

By:

Village Manager

Attachment: Mid America Water-Bid Docs (O-2023-103 : Award of Bid for Water Main Materials)

Appendix A Schedule of Prices

VILLAGE OF BUFFALO GROVE WATER APPURTENANCES MATERIAL PURCHASE

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Ductile Iron Pipe, Class 52, 8"	14,000.00	FT	\$ 38.94/ft	\$ 545,160.00
2	Ductile Iron Pipe, Class 52, 10"	1,000.00	FT	\$ 50.91/ft	\$ 50,910.00
3	Fire Hydrants, Complete	55.00	EA	\$ 4,647.91	\$ 255,635.05
4	Water Valves, 8"	30.00	FT	\$ 1,481.36	\$ 44,440.80
BIDDER'S PROPOSAL IN TOTAL:					\$ 896,145.85

Written Amount for Proposal of Unit Price Bid Total:

Eight Hundred Ninety Six Thousand One Hundred Forty Five dollars and 85 cents

Appendix B Specifications

1. Scope of Work

The intention of these specifications is to provide for the purchase and delivery of approximately one (1) to two (2) year's supply of water distribution system pipe and appurtenances for the Village of Buffalo Grove's Infrastructure Modernization Program. All iron and steel products shall be domestically manufactured or produced and fabricated in accordance with Article 106.01 of the Standard Specifications.

2. Ductile Iron Pipe Class 52

All Ductile Iron Pipe included in this purchase shall conform to the American Water Works Association standards.

Ductile Iron Pipe shall conform to ANSI A21.52/AWWA C151 with a Class 52 wall thickness. All pipe shall be cement lined complying with ANSI C104/AWWA C104, and supplied with standard push-on joint gaskets complying with ANSI A21.11/AWWA C-111.

Pipe lengths shall be eighteen (18) to twenty (20) feet.

All pipe shall be supplied with applicable accessories such as, but not limited to, gaskets, lubricants, and polyethylene encasement, necessary for installation as recommended by the manufacturer. The cost of these accessories shall be included in the price of the pipe.

Polyethylene encasement shall meet the minimum requirements of ANSI A21.5/AWWA C105 and be 4-MIL in thickness. Visible markings on the outside of the polywrap shall include material printed with specification number, pipe diameter range, year of manufacturing, manufacturing mark, and warning of corrosion protection/repair damage. Enough polyethylene encasement shall be supplied to cover the entire length of pipe, and any overlap requirements as recommended by the manufacturer.

Pipe lubricant shall be explicitly designated for use with ductile iron pipe and push on gaskets. The pipe lubricant shall be capable of being applied with a brush, be non-toxic, water soluble, imparting neither taste nor odor to the conveyed water distribution system. The pipe lubricant shall not support growth of bacteria.

This item shall be measured per diameter and paid for at the contract unit price per foot (FT) for DUCTILE IRON PIPE, CLASS 52, of the diameter specified, upon receiving shipment with required documentation and certifications.

3. Fire Hydrants, Complete

The fire hydrants shall be Waterous Pacer Model WB67-250 conforming to AWWA C502 and be painted fire engine red above ground. Fire hydrants shall have two hose nozzles at two and a half inch (2-1/2") diameter and one pumper nozzle at four and a half inch (4-1/2") diameter with threads conforming to National Standard Specifications.

The nozzle section, upper and lower standpipes and hydrant base shall be ductile iron. **All fire hydrants and appurtenances shall have an all stainless-steel trim.**

Each fire hydrant shall be supplied with a direct assembly six (6) inch resilient wedge auxiliary gate valve in accordance with the applicable Specification herein.

This item shall be counted and paid for at the contract unit price per each (EA) for FIRE HYDRANTS, COMPLETE, upon receiving shipment with required documentation and certifications.

4. Water Valves

Water valves shall be American Flow Control, Series 2500 Resilient Wedge Gate Valves conforming to AWWA C500 and AWWA C504. All valves shall turn counterclockwise to open and shall have the manufacturer and year cast on the body with raised letters. **Valves shall have an all stainless-steel trim.**

This item shall be counted and paid for at the contract unit price per each (EA) for WATER VALVES, of the diameter

specified, upon receiving shipment with required documentation and certifications.

5. Delivery

The successful bidder shall deliver the approved items to one of the approved facilities below within the Village of Buffalo Grove.

All pipe shall be delivered to the Buffalo Grove Metra Station West Parking Lot.

All other appurtenances shall be delivered to Buffalo Grove Public Works, 1650 Leider Lane, Buffalo Grove, Illinois, 60089.

Forty-eight hours' notice shall be given to the Village of Buffalo Grove Public Works before materials are scheduled to be delivered. Deliveries should be scheduled in a uniform and systematic schedule requiring the least number of mobilizations necessary to fulfill the order. Failure to adhere to a scheduled delivery plan may result in a monetary penalty of \$500 per occurrence.

Please contact the following for delivery location, dates, and times:

Chris Krase, Superintendent of Utilities
Phone: 224-374-4638
Email: CKrase@vbg.org

Material will only be accepted Monday through Friday from 7:00 AM to 3:00 PM, unless expressly authorized by the Village of Buffalo Grove. No material will be accepted on weekends or Village holidays. In the event of winter weather or other Village related emergencies, the Village reserves the right to cancel deliveries on any given day.

All orders shall be full truck loads or the least number of loads as possible and adhere to the procurement schedule provided herein. Any variation from the procurement schedule must be submitted at the time of bidding. The Village of Buffalo Grove reserves the right to reject any bid based on variations of the procurement schedule that may delay or impact the Village's Infrastructure Modernization Program.

All prices shall be FOB to the location approved by the Village of Buffalo Grove. All freight costs shall be included in the unit price, if applicable. Prices should be firm, without escalation, until this contract expires.

All shipment of materials shall be per the quantities indicated within the bid form. The total quantity listed is expected to be shipped beginning on October 1, 2023, and may be spread out if agreed upon by the Village. **All materials shall be shipped and procured no later than January 31, 2024.**

6. Shipping/Bundling

Upon accepting delivery, the Village of Buffalo Grove Public Works personnel will unload all trucks. Buffalo Grove staff will be utilizing a Caterpillar 938M front end loader for unloading of the materials. Please indicate with you bid if you believe this to pose any issue with your delivery method.

All pipe shall be shipped in stable bundles. The lower layers of pipe must be stable and non-removable while the upper layers are unloaded. Workers must be able to unload the pipe without being in danger of lower layers rolling or moving prematurely. The pipe manufacturer/supplier will be responsible for devising proper shipping and unloading restraints to accomplish this requirement.

Metal banding shall secure the pipe, with no more than half the load being banded together. The steel banding shall encircle the layers of pipe and additional banding may be fastened to the floor or layer timber to provide further stability as needed.

All fire hydrants and water valves shall be shipped via pallet or container that allows for a systematic storing of materials with a front-end loader. Fire hydrants and water valves shall be protected from chips, scratches, or other damage during shipping and unloading operations. Any fire hydrants or water valves received that are damaged will not be accepted.

7. Quality Assurance

The highest quality materials are required. All pipe, gaskets, hydrants, valves, and appurtenances must meet or exceed all applicable AWWA standards. A supplier of any pipe produced that proves to be inferior or substandard will be removed from the approved bidders list.

As further quality assurance, pipe suppliers shall meet the following requirements:

- The company shall document a 5+ year record of producing compliant pipe, gaskets, hydrants, valves, and appurtenances for water utilities in the USA.
- The exterior coating shall not be damaged or missing in any way. Any rust or damaged areas must be properly repaired to the satisfaction of the Village.
- Each manufacturer shall submit a certificate of compliance with the testing requirements meeting AWWA standards. This certification, to be provided upon demand, must be for each truck load of material. The certification shall include the date of manufacturer, a chemical analysis and all physical test results of the material.

8. Contract Time

The prices in this contract shall be valid until January 31, 2024. The contract shall expire on that date or once the contract's full dollar value is reached, whichever occurs first, unless extended in writing. The Village may terminate the contract at any time if the supplier does not meet the expected schedule or quality of work.

VILLAGE OF BUFFALO GROVE

INVITATION TO BID – WATER APPURTENANCES MATERIAL PURCHASE

OWNER:

The Village of Buffalo Grove will receive sealed bids for the purchase of the Product generally described as follows:

Product	Description of Product to be Delivered	Est. Quantity of Product to be Purchased
Water Main	Ductile Iron Pipe, 8" and 10" Diameter	15,000 FT
Water Valves	8" Diameter Water Valves	30 EA
Fire Hydrants	Fire Hydrant With 6" Valve Attached	55 EA

All bid proposals must be submitted electronically through the Village’s Vendor Registry online procurement system by the Bid Due Date on Tuesday, August 1st, 2023, 9:00 AM CST. Hard copy bids will not be accepted. All bids will be opened and read publicly via the Microsoft Teams video conferencing platform using the following link: <https://rb.gv/mveb3>

To submit a bid proposal, bidders shall:

- Go to www.vbg.org/bids
- Select on the project description, ‘Water Appurtenances Material Purchase’ and click the large red button at the top

SUBMIT BID
- Log in to your account and enter your total bid price. This will be the as-read bid price.
- Bid submittal documents shall be attached as a single .pdf attachment (up to 200 MB) and include the Contract/Bid for Water Appurtenances Material Purchase, manufacturer’s descriptive literature, Schedule of Prices, and all other relevant attachments.

The Village of Buffalo Grove does hereby invite sealed bids for material and supplies for the Water Appurtenances Material Purchase.

For information on how to receive a copy of the Bid Package and any addenda, contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at www.vbg.org/bids.

TIMELINE:

Tuesday, July 11th, 2023

Tuesday, July 25th, 2023 at 9:00 a.m.

Tuesday, August 1st, 2023 at 9:00 a.m.

Bid Documents Available to Prospective Bidders

Due date for all questions regarding the Work (“Question Due Date”)

Bid Proposals due to the Village (“Bid Due Date”)

INSTRUCTIONS TO BIDDERSPreparation of Bids

All bids for the purchase of the Product shall be made only on the blank Contract/Bid form attached to this Bid and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Bid form. All bids must be signed by an authorized official. ***[All bids shall be accompanied by a cashier's, certified check(submitted in advance), scanned bid bond, or E-bond in form and from a surety satisfactory to the Village, in an amount equal to at least ten percent of the Total Contract Price named in the Schedule of Prices section of the Contract/Bid form.]*** Bids that contain omissions, erasures, alterations, or additions not called for, conditional or alternative bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

The Village reserves the right to make clarifications, corrections, or changes in this Invite for bid at any time prior to the time bids are opened. All Bidders or prospective Bidders will be informed of said clarifications, corrections, or changes.

Delivery of Bids

All bid proposals must be submitted electronically through the Village's Vendor Registry online procurement system as described in the invitation to bid.

Opening of Bids

All bids will be opened and read publicly via the Microsoft Teams video conferencing platform. The link can be found in the Invitation to Bid.

Withdrawal of Bids

No bid shall be withdrawn for a period of 45 days after the opening of any bid.

Rejection of Bids

Bids that are not submitted on the Contract/Bid form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the Village may demand correction of any deficiency and accept the deficiently prepared bid upon compliance with these Instructions to Bidders.

Acceptance of Bids

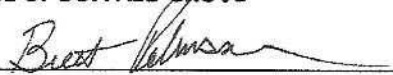
Bids submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The Village reserves the right to accept the bid that is in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price bid; to accept any item of any bid; to reject any and all bids; and to waive irregularities and informalities in any bid submitted or in the invite for bid process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their bid.

Upon acceptance of the successful Bidder's bid by the Village, the successful Bidder's bid, together with the Village's notification of acceptance in the form attached to this Invite for Bids, shall become the contract for the Work.

DATED this 11th day of July 2023.

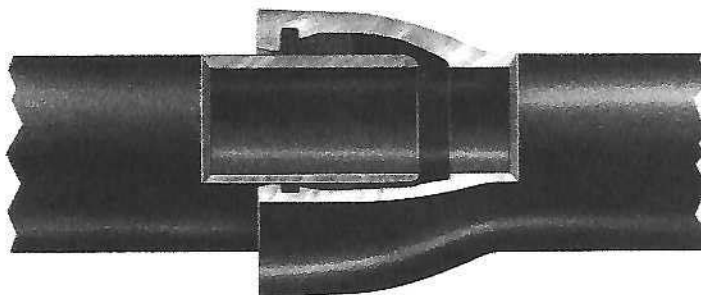
VILLAGE OF BUFFALO GROVE

By: 
Brett Robinson, Administrative Services Director



AMERICAN DUCTILE IRON PIPE

AMERICAN Fastite® Joint Pipe For Water, Sewage or Other Liquids



AMERICAN Fastite Joint Pipe in sizes 4"-64" for water, sewage or other liquids has the proven long-life and high-strength qualities inherent in pipe produced centrifugally in accordance with AWWA C151. In addition, this significant AMERICAN development, a dependable, single gasket, push-on type joint meeting the requirements of AWWA C111, affords the customer lower joint cost and time-saving advantages in installation. It provides exceptional strength and flexibility and has been widely accepted by engineers, contractors and utility officials since the 1950s. For added flexibility during construction, and for possible elimination of bends, a liberal 5° allowable deflection is standard in all sizes through 30", offering 21" offset in a 20' length of pipe. Liberal deflection can also be provided in larger diameter pipe with standard and Special Fastite Deflection Bells.

The patented AMERICAN Fastite Joint embodies many advanced design features and is rated for a water working pressure of 350 psi. For specific conditions, ductile iron piping with this joint has been approved for much higher pressure conditions. The socket, which is scientifically designed with two gasket recesses and a dividing buttress, is manufactured to close tolerances so that the gasket is self-centered, securely confined, and firmly compressed for a permanent, tight, trouble-free joint. The Fastite joint seal, bubble-tight under vacuum and external pressure, becomes even tighter with the application of internal pressure due to a specially designed wedging surface in the socket.

Fastite Joint Assembly

The bell opening is slightly tapered to provide easy entry of the pipe end; the flared socket design permits liberal joint deflection. The

plain end of the pipe is tapered or rounded to facilitate entry into the bell and self-centering in the gasket. On pipe cut in the field, the plain end can be easily beveled and smoothed by the use of a portable grinding wheel or other suitable apparatus. Methods of cutting ductile iron pipe are described in Section 3.

A stripe is painted on the plain end of AMERICAN Fastite Joint Pipe to provide a visual means of checking the joint alignment and to assure proper insertion. See page 2-10 for detailed assembly instructions.

Fastite Gasket

The Fastite Joint sealing component—a molded synthetic rubber ring gasket of two hardnesses, shaped to fit the configuration of the gasket socket—is manufactured per all requirements of ANSI/AWWA C111/A21.11 and under AMERICAN's own rigid specifications, assuring closely controlled dimensional and hardness properties. The smaller end of the gasket is of harder rubber, approximately 85 durometer hardness, which provides a strong shoulder for self-centering on the gasket buttress, a permanent seal against cold flow, and protection from deterioration. The larger end of the gasket is of softer rubber, approximately 65 durometer hardness, providing ease of assembly and positive sealing. The design assures effective sealing at low or high pressures and in straight or deflected joint alignment. It also eliminates any concerns of infiltration or root intrusion, and assures positive sealing against negative pressure, thus preventing gasket "pullout" should a vacuum be created in the line.

A taper on the inside of the gasket allows the entering pipe to locate and center on the hard section and reduces friction loads during

AMERICAN DUCTILE IRON PIPE



subsequent assembly. The snug fit and the hard section of the gasket, in conjunction with the design of the buttress, act to restrain the gasket against dislodgment during assembly. Additional internal pressure results in increased tightness of the seal when pipe is either in straight alignment or deflected.

Gaskets made of SBR (Styrene Butadiene Rubber) are standard. For information on gaskets made of special types of rubber, for applications involving air or liquid temperatures in excess of 150°F, or for chemical, hydrocarbon or other special service applications, and for installations in contaminated soils where permeation through gaskets might be a concern, consult AMERICAN for recommendations. See Table 2-1.

Fastite Lubricant

AMERICAN Fastite Joint Lubricant is a non-toxic water soluble material imparting neither taste nor odor to the conveyed water and is ANSI/NSF 61 approved. The lubricant is suitable

for use in hot or cold weather and will adhere to wet or dry pipe. AMERICAN Fastite Joint Pipe can be assembled when submerged, though for such installation, special AMERICAN underwater joint lubricant is recommended. See Table No. 2-5 for appropriate lubricant quantities.

Fastite Joint Materials

Standard joint materials include Fastite plain rubber gaskets and a sufficient supply of Fastite joint lubricant. Fastite pipes are most often readily joined with available excavating equipment; however, assembly tools can be supplied by AMERICAN on a loan basis with a nominal deposit which is refundable upon return of tools in good condition.

Coating and Lining

AMERICAN Fastite Joint Pipe can be furnished asphaltic coated, cement lined, or with special coating or lining where required. See Section 11.

Fastite Gaskets

Table No. 2-1

Common Name or Trade Name*	Chemical Name	Maximum Service Temperature**		Common Uses
		Water & Sewer	Air	
Plain Rubber	Styrene Butadiene Copolymer(SBR)	150°F	150°F	Fresh Water, Salt Water, Sanitary Sewage
Plain Rubber (conductive)	Styrene Butadiene Copolymer(SBR)	150°F	150°F	Electrical continuity for thawing of Service Water and Sewage
EPDM	Ethylene Propylene Diene Monomer	212°F	200°F	Water, Sewage, Ketones, Dilute Acids and Alkalies, Vegetable Oil, Alcohols, Air
Neoprene	Polychloroprene(CR)	200°F	180°F	Fresh Water, Sewage
Nitrile Buna-N	Acrylonitrile Butadiene(NBR)	150°F	150°F	Non-Aromatic Hydrocarbons, Petroleum Oil, Hydraulic Fluids, Fuel Oil, Fats, Oil, Grease†
Fluoroelastomer Fluorel Viton®***	FKM	212°F	300°F	Aromatic Hydrocarbons, Gasoline, Refined Petroleum Products, most Chemicals and Solvents, High Temp., Air (Least permeable of all available Fastite gasket rubbers)

*AMERICAN reserves the right to furnish any Trade or Brand rubber for the chemical formulation specified.

Temperature is in reference to conveyed fluid. **Lubricating oil in air can adversely affect SBR and EPDM performance. SBR, Nitrile and Neoprene are not recommended for hot air exposure in wastewater treatment systems.

***Viton® is a registered trademark of DuPont Dow Elastomers.

Refer to Section 11 for temperature and service capabilities of pipe linings.

Refer higher temperatures or other special requirements to AMERICAN for recommendations regarding suitable gasket material.

†This gasket rubber is chemically resistant in the non-potable water uses shown but is not as resistant to permeation in potable water applications as FKM.

All Fastite gaskets made from the materials in the above table are suitable for use with water containing normal concentrations of chloramine. Where increased resistance to chloramine is desired, neoprene or fluoroelastomer materials should be considered.



AMERICAN DUCTILE IRON PIPE

AMERICAN Fastite® Joint for Ductile Iron Pipe ANSI/AWWA C111/A21.11 Standard Dimensions

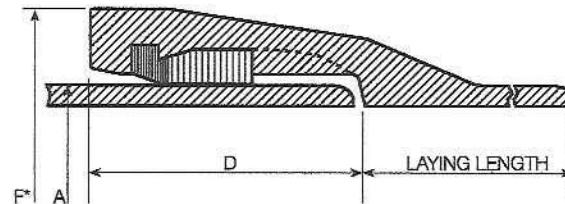


Table No. 2-2

Size in.	Nominal Laying Length ft.	Dimensions in Inches		
		A Outside Diameter	D Depth of Socket	F* Bell O.D.
4	20	4.80	3.31	6.40
6	20	6.90	3.38	8.60
8	20	9.05	3.75	10.96
10	20	11.10	3.75	13.12
12	20	13.20	3.75	15.22
14	20	15.30	5.23	17.61
16	20	17.40	5.23	19.74
18	20	19.50	5.50	22.16
20	20	21.60	5.50	24.28
24	20	25.80	5.50	28.50
30	20	32.00	6.50	34.95
36	20	38.30	6.50	41.37
42	20	44.50	7.50	48.27
48	20	50.80	8.00	54.71
54	20	57.56	8.50	61.65
60	20	61.61	8.75	65.80
64	20	65.67	9.00	70.04

*Dimensions subject to change at our option. Check AMERICAN if exact dimensions required.
See Section 3 for additional information on ductile iron pipe.
See Sections 4 and 7 for information on Fastite fittings.

AMERICAN DUCTILE IRON PIPE


AMERICAN Fastite® Joint Pipe
Allowable Joint Deflection


Table No. 2-3

Size in.	Nominal Laying Length ft.	Maximum Recommended Deflection†					
		Standard Bell			Special Deflection Bell		
		X Offset per Nominal Length in.	Y Deflection Angle	Radius of Curve* ft.	X Offset per Nominal Length in.	Y Deflection Angle	Radius of Curve* ft.
4	20	21	5°	230	—	—	—
6	20	21	5°	230	—	—	—
8	20	21	5°	230	—	—	—
10	20	21	5°	230	—	—	—
12	20	21	5°	230	—	—	—
14	20	21	5°	230	—	—	—
16	20	21	5°	230	—	—	—
18	20	21	5°	230	—	—	—
20	20	21	5°	230	—	—	—
24	20	21	5°	230	—	—	—
30	20	21	5°	230	—	—	—
36	20	17	4°	285	21	5°	230
42	20	12	3°	380	21	5°	230
48	20	12	3°	380	17	4°	285
54	20	12	3°	380	17	4°	285
60	20	12	3°	380	17	4°	285
64	20	12	3°	380	17	4°	285

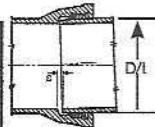
*Approximate radius of curve produced by a succession of nominal lengths of pipe fully deflected.

†Special Deflection Bells must be specifically ordered and will be marked with white bell face for easy identification. For easiest assembly, the joints should be assembled with the pipe in reasonably straight alignment. After joint assembly, the pipe may be deflected up to the maximum shown above. Offset distances are based on 20-ft lengths.

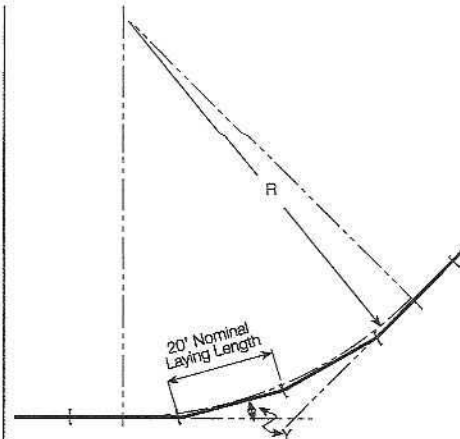
Maximum Allowable Separation

Table No. 2-4

Size in.	S Separation in.
4	3/8
6	3/16
8	3/4
10	15/16
12	1 1/8
14	1 5/16
16	1 1/2
18	1 5/8
20	1 7/8
24	2 1/4
30	2 3/4
36	2 5/8
42	2 1/4
48	2 1/2
54	2 7/8
60	3 1/8
64	3 3/8



Maximum Allowable Separation, "S", in Standard Bell pipe is approximately equal to the median pipe diameter in inches times the sine of the deflection angle. This is provided for information only and should not be used to determine precise joint deflection.



R = Radius of Curve (ft.)

Y = Deflection Angle (degrees)

$$\text{Radius of Curve} = \frac{\text{Nominal Laying Length}}{2 \times \tan(Y \div 2)}$$



AMERICAN DUCTILE IRON PIPE

AMERICAN Fastite® Joint Pipe Assembly Instructions

The AMERICAN Fastite Joint is a push-on type joint meeting all the rigorous requirements of AWWA C111. The ANSI/AWWA C600 Standard covers in detail the installation of ductile iron water mains, including assembly instructions for push-on joint pipe.

Field-cutting of AMERICAN Ductile Iron Pipe can be easily performed, thus eliminating the necessity for factory-made special lengths of Fastite pipe. The plain end of Fastite pipe cut in the field requires little or no preparation for assembly into the socket of a mechanical joint fitting. Where a cut pipe is to be assembled into a Fastite socket, the required beveling or rounding of the plain end can be easily accomplished by the use of a portable grinding wheel or other suitable apparatus. Methods of cutting ductile iron pipe are described in Section 3.

The AMERICAN Fastite Joint requires only one joint component, the rubber gasket*, which when properly installed, fits snugly in the gasket recess in the bell socket. A special lubricant supplied with the pipe is applied to the plain end and the inside surface of the gasket before assembly. The pipe end is tapered or rounded to provide self-centering of the plain end in the gasket and ease of assembly. A circumferential stripe on the plain end provides a visual indication for checking the proper insertion of the joint. The stripe, shown in the photographs illustrating assembly methods, passes fully into the bell when the plain end is fully inserted into the socket with the two lengths of pipe in straight align-

ment. Joints can then be safely deflected up to the extent shown in Table No. 2-3. In deflected joints, the stripe will typically be visible to some extent after assembly.

Easier assembly is effected if the pipe is suspended an inch or so off the bottom of the trench during the jointing operation.

The following instructions should be followed in order to properly assemble the joints and to fully realize the maximum speed and ease of assembly of the Fastite Joint:

1. Clean socket and plain end thoroughly, removing mud, gravel, or any other matter that might cause the front of the gasket to protrude into the path of the entering spigot.

2. Insert gasket fully into the gasket recess of the socket, large end of the gasket entering first. Gasket may be installed with one or two V-shaped folds as shown (Photo 1). After the gasket is in place at the bottom, the top of the gasket is positioned fully into the gasket recess. Gaskets and lubricant to be installed in very cold weather should be warmed first (as by storage in a heated equipment cab or pick-up, etc.) for optimum assembly.

3. Apply a thin film of regular AMERICAN Fastite Joint Lubricant to the rounded or tapered spigot end of the pipe, the immediate outside pipe surface between the stripe and the nose of the pipe (Photo 2), and also to the inside surface of the gasket. **Special AMERICAN Fastite Joint Lubricant intended specifically for underwater or very wet installations can be supplied when requested.**



Photo 1



Photo 2

*Gaskets not used immediately should be stored in a cool location, out of direct sunlight.

AMERICAN DUCTILE IRON PIPE



Caution: If a spigot end contacts the ground or trench side after lubrication, any adhering dirt or rocks should be cleaned off and the area re-lubricated prior to assembly.

4. Insert the plain end in the socket. For optimum assembly it is preferable that the entering pipe be in reasonably straight alignment; however, the Fastite Joint may be assembled if necessary with the pipe deflected within its rated deflection. (Exception: If Fast-Grip gaskets are being used, straight alignment must be maintained.) Push the plain end into the socket using any of the applicable assembly methods described hereinafter. If the joint cannot be assembled with a moderate force, remove the pipe and check for the cause of the difficulty, such as improper positioning of gasket, insufficient or wrong type lubricant, dirt under or behind the gasket, dirt adhering to the pipe, or any other cause which would result in obstruction or increased friction between pipe end and

gasket surface. For assurance of proper assembly, a thin automotive, blade-type feeler gauge can also be used if desired for quick and easy probe confirmation of correctly installed axial gasket position around the joint.

5. "Backwards" installation. AMERICAN does not recommend "backward laying" (bells assembled over spigots, rather than spigots inserted into bells as pictured in this literature) of large-diameter ductile iron pipe in buried installations. AMERICAN can furnish bell and plain end fittings to minimize the need for backward pipe laying. Other devices such as sleeves and couplings may also be employed for this reason. However, if this condition cannot be avoided, we strongly recommend that installers contact AMERICAN for instructions on how to reduce the potential for problems that could occur when assembling pipe in this manner.

AMERICAN Pipe Assembly Mechanisms

In general, Fastite joints or other Fastite gasketed pipes may be readily pushed or pulled together without the need for complicated tools or substantial manpower. This is most often accomplished with the procedures discussed on page 2-14. In general, the joints of AMERICAN push-on pipes are purposefully "tight," and most joints require an assembly force of about 100 to 200 pounds or more of assembly force per inch of pipe diameter (i.e. a 12" joint might require about 12 x 100 or 1,200 pounds of assembly force).

In pulling operations, simply wrap a sound wire rope choker cable or nylon sling around the barrel of the entering pipe. Secure the thimble eye or other end loop of the choker to a suitably anchored pulling device (e.g. backhoe, come-along, etc.). Use the mechanism to pull the cable taut in the

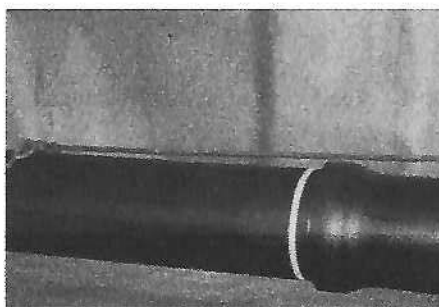


Photo 3

assembly direction (Photo 3). Continue pulling the cable in a smooth, continuous motion until the joint is in the fully assembled position. If desired for special conditions, AMERICAN can furnish suitable, simple come-alongs and choker cables for manpower assembly of



AMERICAN DUCTILE IRON PIPE

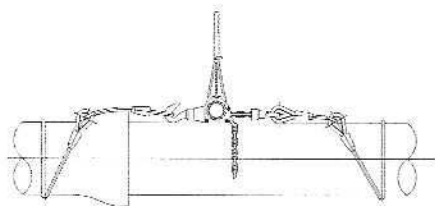


Figure 1

most 4"-24" pipes (See Figure 1 and specify pipe sizes involved).

The joints may normally be disassembled in a similar manner, reversing the direction of the pull with the choker cable (Photo 4). It is also sometimes helpful to use rebating or wiggling deflection to aid in the disassembly of push-on joint pipes, particularly when pipes have been installed for some time prior to removal.

30"-64" Pipe



Photo 4

Large pipes are most often readily pushed or pulled together with heavy excavating/earthmoving equipment available on-site (see page 2-14). In cases where assembly of pipes by manpower is desired, AMERICAN can provide special assembly tools and rigging which can be used for assembling most pipes of all sizes (Photo 5). These tools consist of a heavy-duty roller chain hoist, a steel pipe-end hook and snatch block, and associated wire

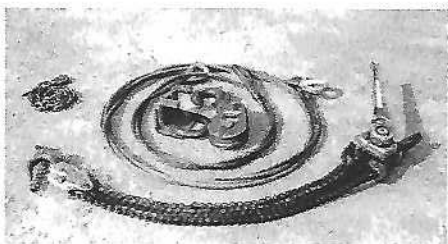


Photo 5

rope and chain tackle (Photo 5) to attach all the rigging together to effect "double line" assembly from the top of the pipe (Photo 6). The snatch block pulley and twin line rigging approximately doubles the assembly force from the strong come-along, making possible



Photo 6

the assembly of up to 64" full-length pipe joints from the top of the pipe (Photo 7).

Fittings and Short Pipes



Photo 7

Push-on fitting or short pipe joint assembly is basically the same as that of standard length pipe, though special rigging may be necessary to hold these short items reasonably stable for assembly. See also Push-On Fittings Assembly Instructions in Section 4.

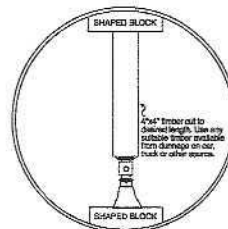
Field Rounding

Occasionally, field rounding of pipe ends may be necessary to accomplish assembly, particularly when large-diameter pipes are cut to be assembled into mechanical joints or couplings. Need for rounding in assembly of mechanical or stuffing-box-type joints can be predetermined by a difficulty in sliding the gland or end ring over the end of the pipe. Rounding may be accomplished in the following manner using a mechanical jack and shaped blocks. (Note: This procedure may also be used with the assemblies involving push-on joint pipe, fittings, valves, etc.; however, rounding is less frequently necessary for assembly of push-on joints.)

AMERICAN DUCTILE IRON PIPE



1. Measure/determine the minimum (minor) diameter of the ends to be rounded.
2. Place the jack and the shaped blocks in line with the minor diameter as shown in the attached sketch using a sound 4"x4" spacer timber cut square to the required length to take up the space.
3. Apply a load carefully with the jack **only** until the "minimum diameter equals the maximum diameter," or until the gland will easily slip over the end. No more jacking should be attempted or necessary - **DO NOT ATTEMPT TO PERMANENTLY ROUND END.**
4. When no mechanical joint restraint device is used, carefully relax and remove the jack and timbers from the pipe after joint assembly.
5. When using a mechanical joint restraint device not manufactured by AMERICAN, contact the applicable manufacturer of the restraint device regarding installation guidelines.



Note: Field rounding operations should be conducted without backfill on any part of large-diameter pipes and prior to encasing any part of pipe in concrete. If the inside of the pipe cannot be accessed to remove jacking materials, pipe ends can alternatively be rounded using external clamping means.

AMERICAN Fastite® Joint Lubricant Requirement by Size of Pipe



64" AMERICAN Fastite Joint pipe being installed in a wastewater application.

Table No. 2-5

Pipe Size in.	Approx. Pounds of Lubricant per Joint	Approx. No. of Joints per Pound of Lubricant
4	.03	33
6	.045	22
8	.06	17
10	.07	14
12	.08	12
14	.09	11
16	.11	9
18	.12	8
20	.14	7
24	.17	6
30	.30	3
36	.36	3
42	.44	2
48	.50	2
54	.59	2
60	.66	1
64	.71	1



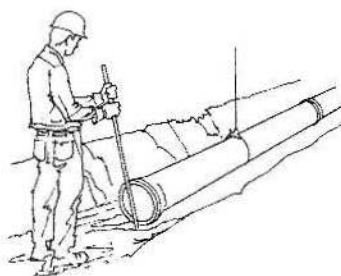
AMERICAN DUCTILE IRON PIPE

AMERICAN Fastite® Joint Common Assembly Methods

In seeking ways to take even greater advantage of the cost-reducing features of the Fastite Joint, utility contractors have developed other methods of assembling this joint without special tools. The following methods are described for the information of the user, who may elect to use them at his discretion, keeping in mind that these methods may not be effective for all installations and under all field conditions.

Spade or Crowbar Method

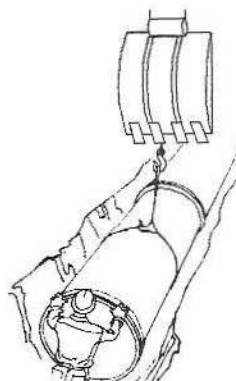
This is applicable to the smaller sizes of AMERICAN Fastite Joint Pipe, and consists of centering the lubricated end of the entering pipe in the gasket and then pushing against the bell face of the entering pipe with a spade or crowbar driven into the ground in front of the bell face. This method requires the trench bottom to be fairly firm soil. The method may not be effective in a rocky trench or with a trench that is soft, muddy or sandy. A wooden block between the bell face and the pry bar may increase the leverage. Easier assembly is effected if the pipe is suspended an inch or so off the bottom of the trench.



Spade or Crowbar Method

Backhoe and Heavy Equipment Methods

These methods are usually applicable to the intermediate and larger sizes of AMERICAN Fastite Joint Pipe where the bar method might not be effective. It consists of centering the end of the entering pipe in the gasket as the pipe to be assembled is suspended from the backhoe. Then it can be pulled into the adjoining socket with the pipe sling by moving the backhoe arm toward the previously assembled pipe. In other instances, the pipe may be assembled by placing the backhoe or other earth mover bucket or blade against the bell face of the entering pipe and pushing it into the socket. When pushing against the bell face, care should be taken to avoid very small contact areas and possible damage to the pipe bells or spigots. Wood cushions between the backhoe bucket and the pipe are particularly effective in preventing damage.



Backhoe and Heavy Equipment Methods



AMERICAN DUCTILE IRON PIPE

AMERICAN Ductile Iron Pipe ANSI/AWWA C150/A21.50 and ANSI/AWWA C151/A21.51 Nominal Wall Thicknesses for Special Thickness Classes

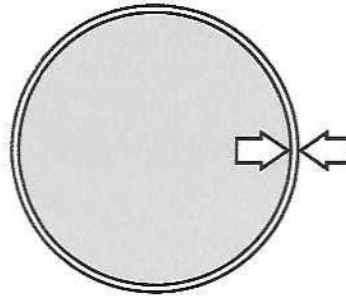


Table No. 3-12

Size In.	Outside Diameter In.	SPECIAL THICKNESS CLASSES—Wall Thickness in Inches*						
		50	51	52	53	54	55	56
4	4.80	-	.26	.29	.32	.35	.38	.41
6	6.90	.25	.28	.31	.34	.37	.40	.43
8	9.05	.27	.30	.33	.36	.39	.42	.45
10	11.10	.29	.32	.35	.38	.41	.44	.47
12	13.20	.31	.34	.37	.40	.43	.46	.49
14	15.30	.33	.36	.39	.42	.45	.48	.51
16	17.40	.34	.37	.40	.43	.46	.49	.52
18	19.50	.35	.38	.41	.44	.47	.50	.53
20	21.60	.36	.39	.42	.45	.48	.51	.54
24	25.80	.38	.41	.44	.47	.50	.53	.56
30	32.00	.39	.43	.47	.51	.55	.59	.63
36	38.30	.43	.48	.53	.58	.63	.68	.73
42	44.50	.47	.53	.59	.65	.71	.77	.83
48	50.80	.51	.58	.65	.72	.79	.86	.93
54	57.56	.57	.65	.73	.81	.89	.97	1.05

*These are Special Thickness Classes as shown in AWWA C150 and C151. They were previously designated standard thickness classes. AMERICAN can furnish any thickness in between these Special Thicknesses if deemed economical for major projects.

Special classes are most appropriately used for some threaded, grooved, or bell and socket pipes or for extraordinary design conditions, and they are generally less available than standard pressure class pipe.

For pressure rating and maximum depth of cover capabilities of Special Thickness Classes, check AMERICAN. These capabilities can be estimated by comparing metal thickness and capabilities of those of Pressure Classes in Table No. 3-11, or may be calculated by using the design formulas shown in AWWA C150.



AA Thread Seal Tape, Inc.

PTFE Thread Seal Tapes | PTFE Universal Joint Sealants

Polyethylene Encasements for Ductile Iron Pipe

PVC Pipe Wrapping Tapes | Industrial Tapes & Supplies

9.A.d

SINCE
1979

Linear Low Density Polyethylene – Black (8MIL) Polywrap Pipe Sleeves

Specifications

Application: Barrier encasement of pipe to prevent corrosion in varying soil conditions

Product Specifications

Raw Material: Linear Low Density Polyethylene

Group: 2 (Linear)

Finished Material: Linear Low Density Polyethylene Film

Color: Black

Standard: ANSI/AWWA C105/A21.5

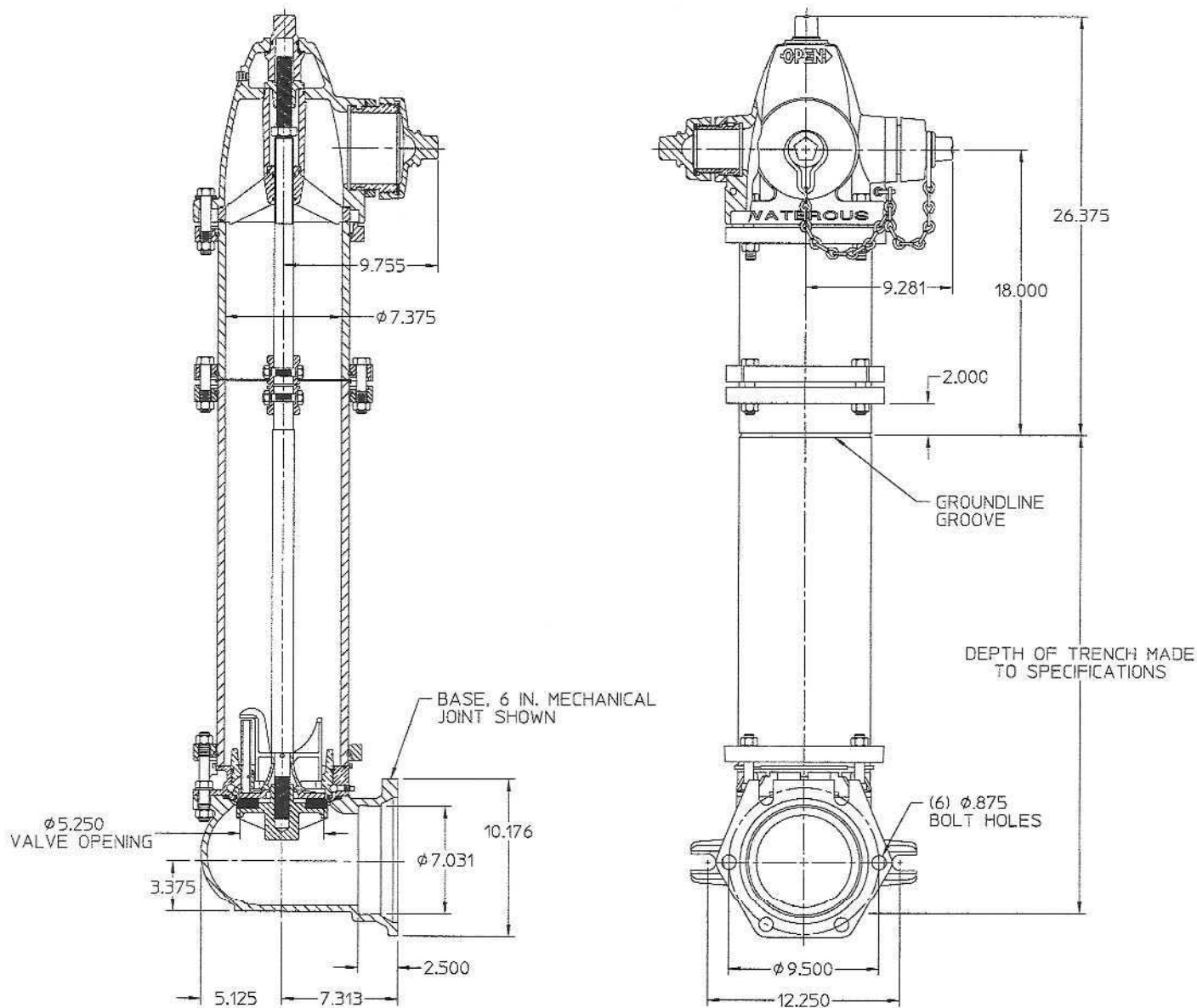
Test	AWWA C105 Min. Req.	AA Thread's Film*
Tensile Strength	3600psi MD/TD (ASTM D882)	MD-4495psi TD-4410psi
Elongation	800% Minimum MD/TD (ASTM D882)	MD-1073% TD-1126%
Dielectric Strength	800 V/MIL (ASTM D149)	1946V/MIL
Impact Resistance	600 grams (ASTM D1709)	1189 grams
Propagation Tear Resistance	2550 grams force MD/TD (ASTM D1922)	MD-4462 grams force TD-5539 grams force
Minimum Thickness	0.008" (8MIL)	0.008" (8 MIL)

*Tests are averages performed by independent lab results.

Markings: Material printed with AWWA Spec No., Pipe Diameter, Year of manufacturing, Manufacturing Mark, Warning of Corrosion Protection/Repair Damage.

AMERICAN Flow Control Submittal Information

5-1/4 WATEROUS PACER TRAFFIC MODEL WB67-250 FIRE HYDRANT



IL3576

NOTES:

1. 250 psig rated working pressure.
2. This hydrant meets or exceeds all requirements of AWWA C502.
3. 10 in. upper standpipe (traffic section) is standard, 16 in., 22 in., 28 in. and 34 in. upper standpipes are available by special order. Nozzle elevation will vary accordingly.
4. 5-1/4" valve opening.
5. Hydrants are available with counterclockwise opening direction (open-left) or clockwise opening direction (open-right).
6. Operating nut and nozzle cap wrench nuts are available in various shapes and sizes.



AMERICAN

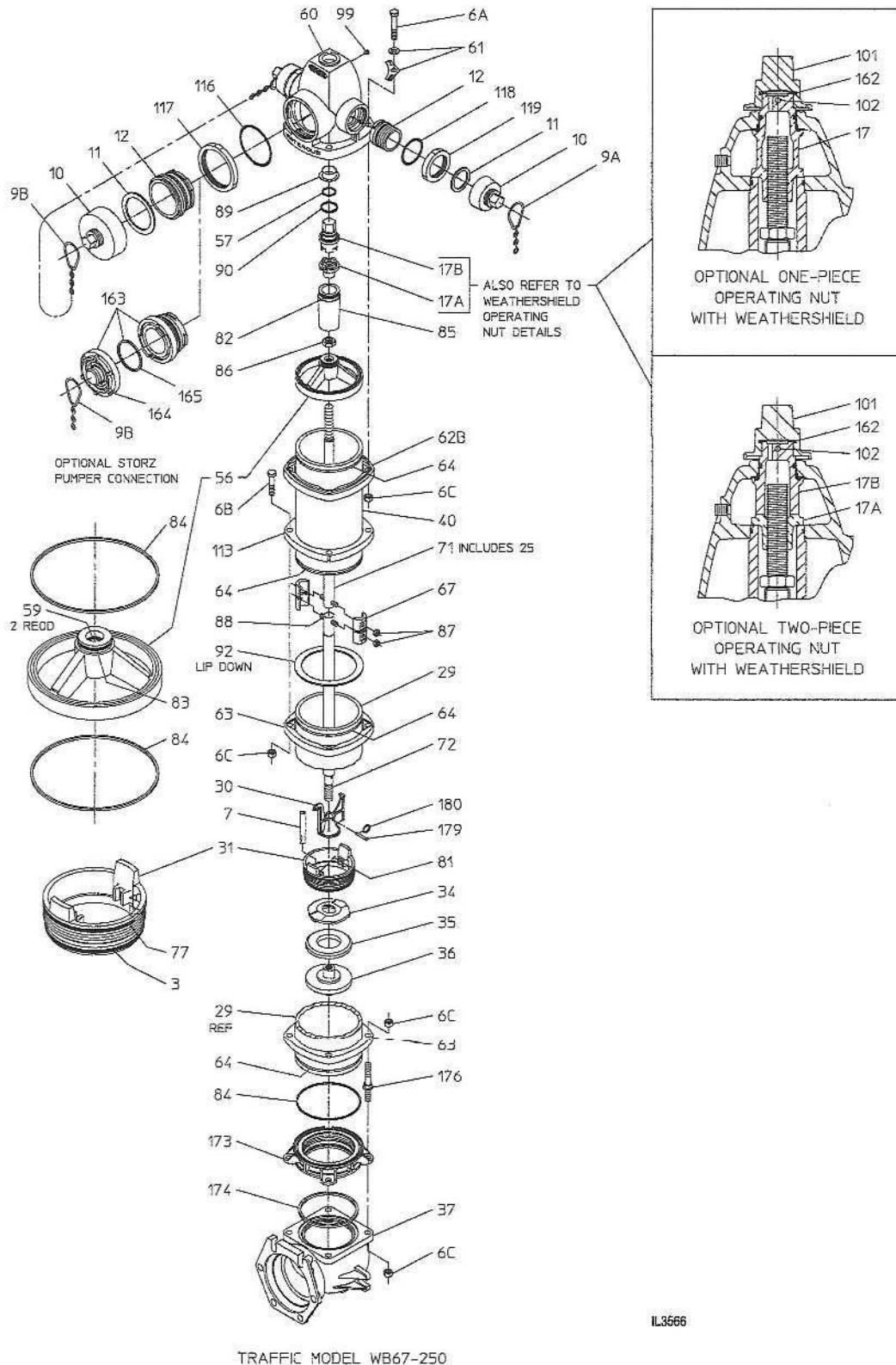
FLOW CONTROL

THE RIGHT WAY

AMERICAN Flow Control
P.O. Box 2727
Birmingham, AL 35202-2727
Phone: 1-800-328-8051
Fax: 1-800-610-3589
E-mail: afcsales@american-usa.com

Waterous Company
125 Hardman Avenue South
South St. Paul, Mn. 55075-1191
Phone: 1-888-266-3686
Fax: 1-800-601-2809
E-mail: afcsales@american-usa.com

WWW.AMERICAN-USA.COM



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E-mail: afcsales@american-usa.com

WWW.AMERICAN-USA.COM

REF NO.	DESCRIPTION	MATERIAL
3	O-ring (Lower Valve Seat)	Buna-N
6A	Hex Head Bolt, 5/8-11 x 3-3/4"	Zinc Plated Steel, ASTM A307
6B	Hex Head Bolt, 5/8-11 x 3"	Zinc Plated Steel, ASTM A307
6C	Hex Nut, 5/8-11 (Above Ground)	Zinc Plated Steel, ASTM A307
6C	Hex Nut, 5/8-11 (Below Ground)	Stainless Steel, Type 304, ASTM F594
7	Drain Plunger	Red Brass, ASTM B135, UNS C23000
9A,9B	Nozzle Cap Chain, Single or Double	Zinc Plated Steel
10	Nozzle Cap, Hose or Pumper	Ductile Iron, ASTM A536 Grade 65-45-12
11	Cap Gasket, Hose or Pumper	Neoprene
12	Nozzle, Hose	Brass, ASTM B505, UNS C83600
12	Nozzle, Pumper	Bronze, ASTM B584, UNS C87600
17	Operating Nut (One-Piece)	Bronze, ASTM B763, UNS C86500 or UNS C86700
17A	Lower Operating Nut	Bronze
17B	Upper Operating Nut	Ductile Iron, ASTM A536 Grade 65-45-12*
25	Rod Bushing	Red Brass, ASTM B135, UNS C23000
29	Lower Standpipe	Centrifugally Cast Ductile Iron Pipe, ANSI A21.51 (AWWA C151)
30	Crossarm	Bronze, ASTM B763, UNS C99500
31	Valve Seat	Bronze, ASTM B584, UNS C87600
34	Upper Valve Washer	Ductile Iron, ASTM A536 Grade 65-45-12
35	Main Valve Rubber	Urethane
36	Lower Valve Washer	Ductile Iron, ASTM A536 Grade 65-45-12 / Epoxy Coated, AWWA C550
37	Hydrant Bottom	Ductile Iron, ASTM A536 Grade 65-45-12 / Epoxy Coated, AWWA C550
40	Upper Standpipe	Centrifugally Cast Ductile Iron Pipe, ANSI A21.51 (AWWA C151)
56	Support Wheel	Ductile Iron, ASTM A536 Grade 65-45-12
57	O-ring (Operating Nut)	Buna-N
59	O-ring (Support Wheel)	Buna-N
60	Nozzle Section	Ductile Iron, ASTM A536 Grade 65-45-12
61	Bury Depth Plate	Aluminum
61	Bury Depth Plate Washer	Zinc Plated Steel
62B	Upper Standpipe Flange	Ductile Iron, ASTM A536 Grade 65-45-12
63	Standpipe Flange	Ductile Iron, ASTM A536 Grade 65-45-12
64	Flange Lock Ring	Stainless Steel, Type 430
67	Coupling Sleeve (two-halves)	Gray Iron, ASTM A48 Class 30B
71	Upper Rod	Steel Rod, ASTM A575
72	Lower Rod	Steel Rod, ASTM A575
77	O-ring (Upper Valve Seat)	Buna-N
81	Groove Pin, 3/32 x 7/16"	Beryllium Copper
82	O-ring (Upper Tube Seal)	Buna-N
83	O-ring (Lower Tube Seal)	Buna-N

REF NO.	DESCRIPTION	MATERIAL
84	Support Wheel / Lower Standpipe Gasket	Buna-N
85	Support Tube	Ductile Iron, ASTM A536 Grade 65-45-12
86	Stop Nut, 1"-8	Zinc Plated Steel
87	Coupling Nut, 1/2-20	Brass
88	Coupling Stud, 1/2-20 x 2-9/16"	Stainless Steel, Type 430
89	Nozzle Section Bushing	Brass
90	Thrust Ring	Polymer Bearing
92	Upper Standpipe Gasket	Neoprene
99	Pipe Plug, 1/4 NPT	Brass
101	Weathershield Nut	Ductile Iron, ASTM A536 Grade 65-45-12
102	Heavy Spirol Pin, 1/4 x 2-1/4"	Stainless Steel, Type 302
113	Breakable Flange	Ductile Iron, ASTM A536 Grade 65-45-12
116	O-ring (Pumper Nozzle)	Buna-N
117	Pumper Nozzle Retainer	Ductile Iron, ASTM A536 Grade 65-45-12
118	O-ring (Hose Nozzle)	Buna-N
119	Hose Nozzle Retainer	Ductile Iron, ASTM A536 Grade 65-45-12
162	Weathershield Nut Gasket	Nitrile
163	Nozzle, Pumper, Storz (with cap and gasket)	Bronze and Aluminum
164	Nozzle Cap, Pumper, Storz	Aluminum
165	Cap Gasket, Pumper, Storz	Buna-N
173	Valve Seat Insert	Bronze, ASTM B584, UNS C87600
174	Valve Seat Insert Gasket	Nitrile
176	Stud, 5/8-11 x 5.650"	Stainless Steel, Type 304, ASTM F593
179	Clevis Pin, 1/4 x 1-11/16"	Stainless Steel, Type 18-8
180	Kickout Ring	Stainless Steel, Type 18-8

*Bronze material optional for some nut sizes.

Open Direction: ☐ Left (C.C.W.) ☐ Right (C.W.)



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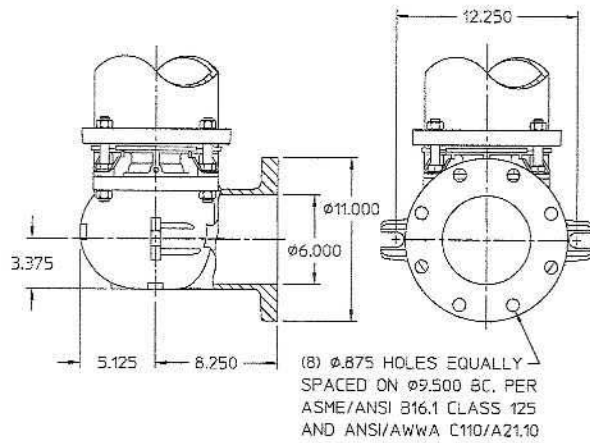
THE RIGHT WAY

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P.O. Box 2727
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Phone: 1-800-326-8051
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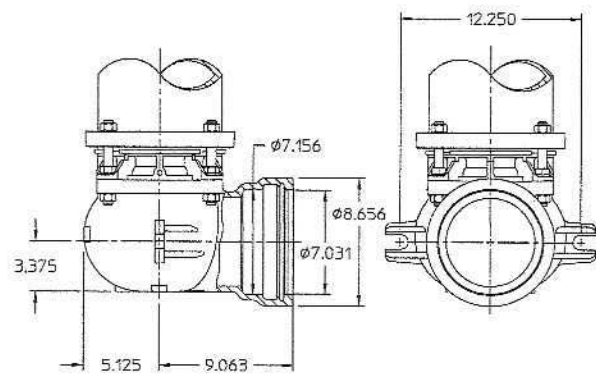
Watrous Company
125 Hardman Avenue South
South St. Paul, Mn. 55076-1191
Phone: 1-888-266-3686
Fax: 1-800-601-2809
E-mail: afcsales@american-usa.com

WWW.AMERICAN-USA.COM

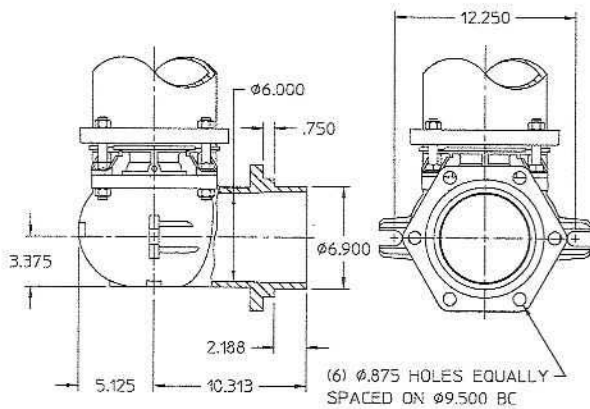
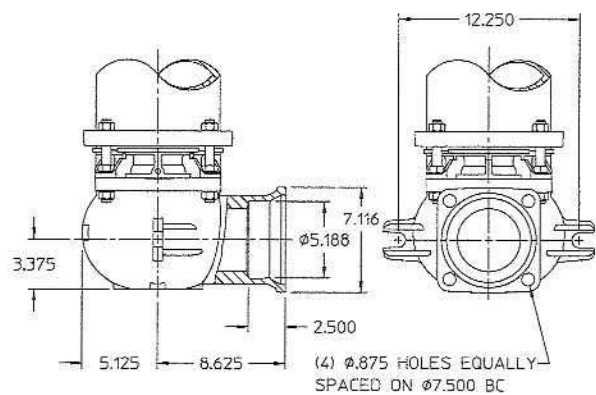
Packet Pg. 350



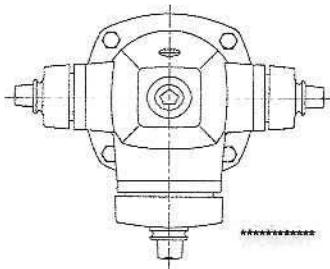
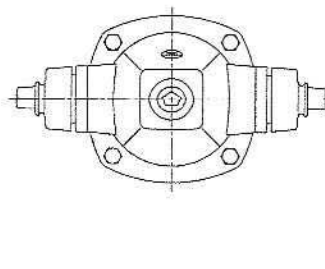
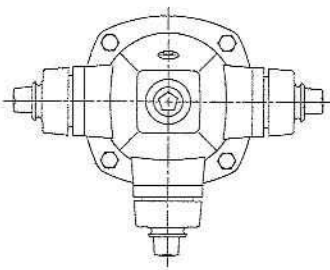
6 INCH FLANGED INLET CONNECTION *****



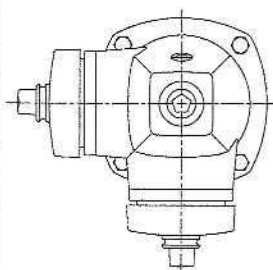
6 INCH TYTON INLET CONNECTION

6 INCH PLAIN END W/INTEGRAL
MJ GLAND INLET CONNECTION

4 INCH MECHANICAL JOINT INLET CONNECTION

TWO 2-1/2 IN. HOSE NOZZLES
AND ONE PUMPER NOZZLETWO 2-1/2 IN.
HOSE NOZZLES

THREE 2-1/2 IN. HOSE NOZZLES



TWO PUMPER NOZZLES

NOZZLE ARRANGEMENTS

NOTE: THE NOZZLE SECTION MAY BE ROTATED
IN THE FIELD TO ANY POSITION.

IL3579

**AMERICAN**
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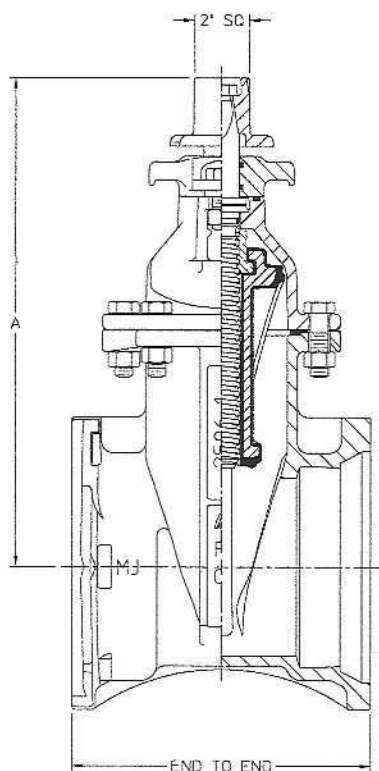
THE RIGHT WAY

AMERICAN Flow Control
P.O. Box 2727
Birmingham, Al. 35202-2727
Phone: 1-800-326-8051
Fax: 1-800-610-3569
E-mail: afcsales@american-usa.comWaterous Company
125 Hardman Avenue South
South St. Paul, Mn. 55075-1191
Phone: 1-888-266-3686
Fax: 1-800-601-2809
E-mail: afcsales@american-usa.com

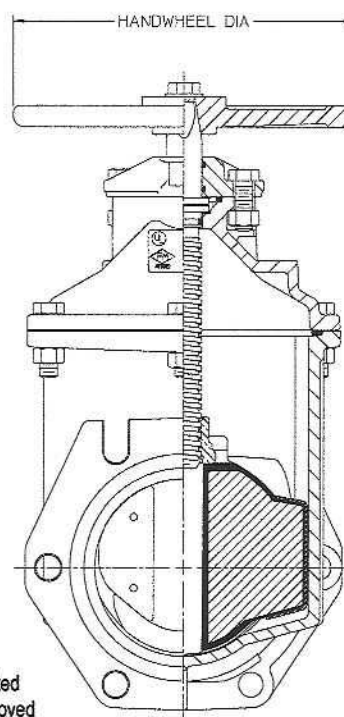
WWW.AMERICAN-USA.COM

AMERICAN Flow Control Submittal Information

4" - 12" SERIES 2500-1 RESILIENT WEDGE GATE VALVE, NRS



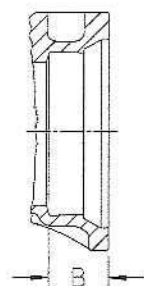
SHOWN WITH 2" OPERATING NUT



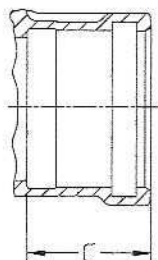
UL Listed
FM Approved
AWWA

SK20041101-1

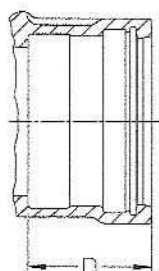
SHOWN WITH OPTIONAL HANDWHEEL



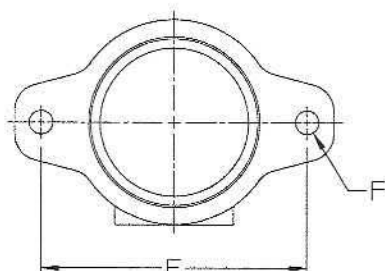
MECHANICAL JOINT (MJ)



PVC
(NOT AVAILABLE FOR UL/FM)



TYTON[®] (TY)



OPTIONAL END CONNECTIONS

DIMENSION	VALVE SIZE				
	4"	6"	8"	10"	12"
End to End - MJ/MJ	10.00	10.50	11.50	12.50	13.50
End to End - FL/FL	9.00	10.50	11.50	13.00	14.00
End to End - TY/TY	13.00	15.88	17.50	18.75	19.75
End to End - FL/MJ	9.50	10.50	12.38	13.62	14.38
End to End - FL/TY	11.00	13.19	14.50	15.88	16.88
End to End - PVC/PVC	13.00	15.88	17.50	-	-
A	13.91	17.12	20.47	24.06	27.59
B	2.50	2.50	2.50	2.50	2.50
C	4.00	5.22	5.50	-	-
D	4.00	5.22	5.50	5.62	5.62
E	9.00	11.19	13.50	15.88	18.00
F DIA	1.00	1.00	1.00	1.31	1.31
Handwheel Diameter	10.00	12.00	14.00	15.50	15.50
No. of Turns to Open	14	20	26	32	38



AMERICAN

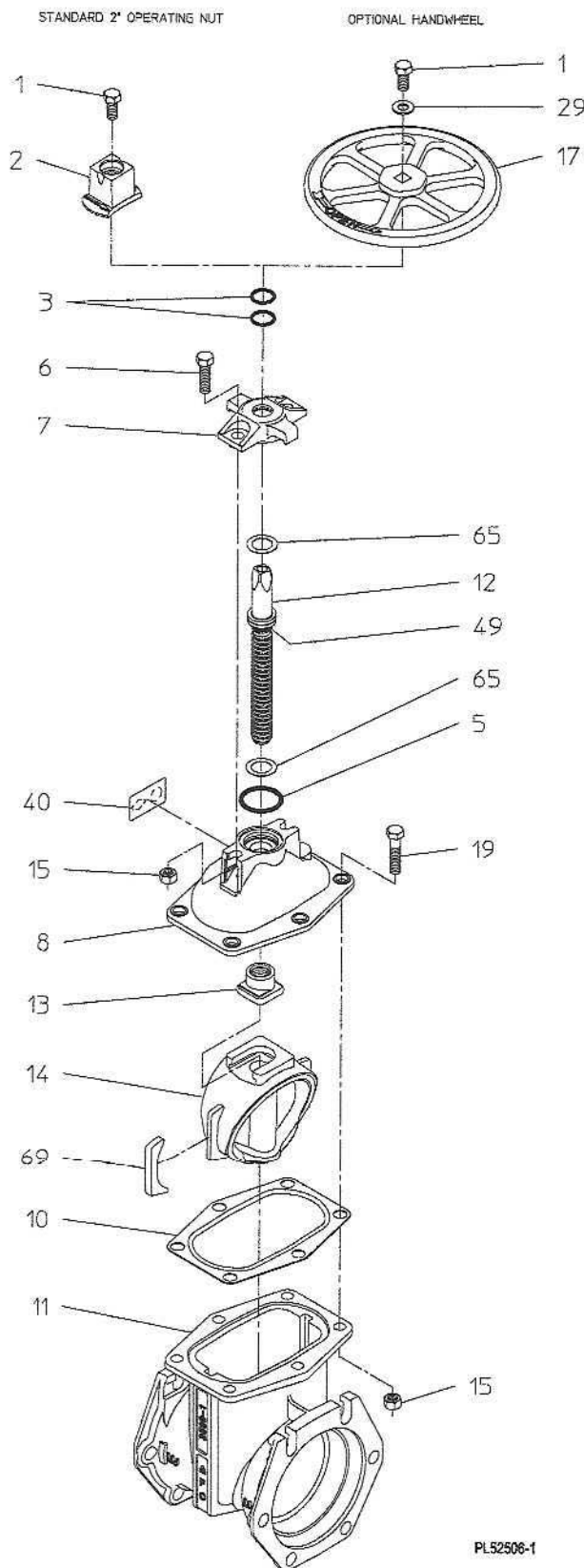
FLOW CONTROL

THE RIGHT WAY

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Construction shown is typical of the 6-inch size with mechanical joint end connections and is illustrative only. Construction of other sizes and end connection types vary slightly. See elsewhere on this submittal for specific details.

REF NO.	DESCRIPTION	MATERIAL
1	Hex Head Bolt, 5/8-11 x 1"	304 Stainless Steel
2	Operating Nut, 2" Square	Ductile Iron, ASTM A536
3	O-Ring	Rubber
5	Stuffing Box Gasket	Rubber O-ring
6	Hex Head Bolt, 5/8-11 x 1-3/4"	304 Stainless Steel
7	Stuffing Box	Ductile Iron, ASTM A536
8	Bonnet	Ductile Iron, ASTM A536
10	Bonnet Gasket	Rubber
11	Body	Ductile Iron, ASTM A536
12	Stem	Manganese Bronze, ASTM B763, UNS C86700
13	Wedge Nut	Manganese Bronze, ASTM B763, UNS C86700
14	Resilient Wedge	EPDM Rubber Encapsulated Ductile Iron ASTM A536
15	Hex Nut, 5/8-11	304 Stainless Steel
17	Handwheel	Ductile Iron, ASTM A536
19	Hex Head Bolt, 5/8-11 x 2-1/4"	304 Stainless Steel
29	Flat Washer, 5/8	304 Stainless Steel
40	UL/FM Label	Pressure Sensitive Acrylic Film
49	O-Ring	Rubber
65	Thrust Washer	304 Stainless Steel
69	Wedge Cover	Acetal Polymer

OPTIONAL MATERIALS ARE AS FOLLOWS

BOLTS and NUTS: 316 Stainless Steel

STEM: Cast NDZ-S Bronze, ASTM B763, UNS C99500

STEM: Stainless Steel

WEDGE NUT: Silicon Bronze, ASTM B584, UNS C87600

Open Direction: ☐ Left (C.C.W.) ☐ Right (C.W.)

NOTES:

1. Available in configurations that are UL Listed and FM Approved with 250 psig rated working pressure.
2. Meets requirements of ANSI/AWWA C515 with 250 psig rated working pressure.
3. Fusion-bonded epoxy-coated in accordance with ANSI/AWWA C550.
4. Certified to ANSI/NSF Standard 61.



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Ordinance No. O-2023-104 : Ordinance Approving an Annexation Agreement for the Property at 22771 & 22825 Prairie Road

Recommendation of Action

Staff recommends that the Village Board approve the attached annexation agreement, subject to the final review and approval by the Village Attorney.

Bloom Street Partners is the contract purchaser of the unincorporated 4.25-acre property located at 22771 and 22825 Prairie Road. The majority of the site is vacant, but the smaller, southern parcel is improved with a single-family home. Bloom Street is requesting to annex the property into Buffalo Grove and proposes a 41-unit attached single-family development on the property. As proposed, the project requires annexation with a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations to the Zoning Ordinance. Further information and exhibits can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.

ATTACHMENTS:

- 1. BOT Memo (DOCX)
- 2. Ordinance Approving Annexation Agreement (DOCX)
- 3. Exhibit B - Annexation Agreement (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, August 21, 2023	
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VILLAGE OF BUFFALO GROVE



DATE: August 21, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development
Kelly Purvis, Deputy Director of Community Development

SUBJECT: Consideration of an Annexation Agreement for 22771 & 22825 Prairie Road

BACKGROUND

Bloom Street Partners is the contract purchaser of the unincorporated 4.25- acre property located at 22771 and 22825 Prairie Road. They are requesting to annex the property into Buffalo Grove and proposing a 41-unit attached single-family development on the property. As proposed, the project requires annexation with a rezoning to R-9 Multiple-Family District along with a Special Use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations to the Zoning Ordinance. The complete list of the variations is included in Section 37 of the attached draft annexation agreement. ***Further information and details about the project can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.***

ACTION REQUESTED

Staff recommends that the Village Board approve the attached annexation agreement, subject to final review and approval by the Village Attorney. The attached annexation agreement includes the site plan and conditions recommended by staff.

ORDINANCE NO. 2023 - __**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT****22771 AND 22825 PRAIRIE ROAD**

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, there has heretofore been submitted to the Corporate Authorities of the Village of Buffalo Grove petitions to annex the property legally described in Exhibit A hereto; and,

WHEREAS, there has been submitted to the Corporate Authorities of the Village of Buffalo Grove an Annexation Agreement; and,

WHEREAS, proper and due notice of the public hearing on August 21, 2023 concerning said Annexation Agreement and zoning have been given and the public hearing was held; and,

WHEREAS, it is determined to be in the best interest of the Village of Buffalo Grove to approve said Annexation Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. The Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit B, is approved.

Section 2. The President and Clerk of the Village are hereby authorized to execute said Agreement on behalf of the Village of Buffalo Grove.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval. This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Eric Smith, Village President

This document was prepared by:

Nicole Woods
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

EXHIBITA**LEGAL DESCRIPTION**

SUBJECT PROPERTY COMMON ADDRESS: 22771 & 22825 Prairie Road, Prairie View

THAT PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTH $\frac{1}{4}$ 1382.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH OF SAID WEST LINE OF THE NORTH EAST $\frac{1}{4}$, 84.62 FEET; THENCE NORTHEASTERLY WITH AN ANGLE OF 85 DEGREES 09 MINUTES TO THE RIGHT OF THE LAST MENTIONED LINE, AS PRODUCED NORTHERLY 413.3 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 116.2 FEET; THENCE WESTERLY 454.7 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF THE HALF DAY AND MCHENRY ROAD AND THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE ABOVE MENTIONED SECTION 21; THENCE RUNNING SOUTH ALONG SAID QUARTER SECTION LINE 9.93 CHAINS; THENCE EAST 6.55 CHAINS TO THE WEST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY (NOW CALLED MINNEAPOLIS, ST. PAUL AND SAUK STA. MARIE RAILWAY); THENCE NORTHWESTERLY ALONG SAID WEST LINE OF SAID RIGHT OF WAY 10.05 CHAINS TO THE CENTER OF THE ABOVE MENTIONED HALF DAY AND MCHENRY ROAD; THENCE WEST 2.64 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL INDEX NUMBERS: 15-21-200-014, 15-21-200-032

EXHIBIT B
ANNEXATION AGREEMENT

8/14/2023

ANNEXATION AGREEMENT
22771 & 22825 PRAIRIE ROAD, PRAIRIE VIEW
BLOOM STREET PARTNERS, LLC

This agreement (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 2023, by and between the VILLAGE OF BUFFALO GROVE (hereinafter referred to as "Village") by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and Bloom Street Partners, LLC, 3190 Doolittle Drive, Northbrook, IL 60062 (hereinafter referred to as "Developer") and Rainer B. Burckhardt and Peggy Jayne Kronenberger, Trustee of the P. Kronenberger Living Trust Dated November 2, 2019, (hereinafter referred to as "Owners").

WITNESSETH:

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the provisions of the Constitution of the State of Illinois of 1970; and,

WHEREAS, Owner is the owner of a certain tract of property (hereinafter referred to as the "Property") comprising approximately 4.27 acres legally described and identified in the Legal Description, attached hereto as EXHIBIT A and made a part hereof, and which real estate is contiguous to the corporate limits of the Village; and,

WHEREAS, a Plat of Annexation, including certain street right-of-way adjacent to the Property, is attached hereto as EXHIBIT B, which depicts a total area of 4.266 acres to be annexed; and,

WHEREAS, Developer is the contract purchaser with the Owners of the Property; and,

WHEREAS, Developer desires and proposes pursuant to the provisions and regulations applicable to the R-9 District of the Village Zoning Ordinance, with a special use as a Residential Planned Unit Development, to develop the Property in accordance with and pursuant to a certain

Preliminary Plan prepared by Linden Group and dated as last revised June 27, 2023, and also a certain Preliminary Engineering Plan prepared by Pearson Brown & Associates and dated April 28, 2023 and last revised May 30, 2023, (hereinafter jointly referred to as "Preliminary Plan") a copy of which Preliminary Plan is attached hereto as EXHIBITS C and D and incorporated herein, and subject to all other exhibits attached hereto or incorporated by reference herein. Said development of the Property shall consist of 41 attached single-family units within 7 buildings, to be constructed by the Developer.

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers, a proposed Annexation Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by Statute; and,

WHEREAS, pursuant to due notice and advertisement, the Planning & Zoning Commission of the Village has held a public hearing and made its recommendations with respect to the requested zoning classification in the R-9 District with a special use as a Residential Planned Unit Development, Plat of Subdivision and Preliminary Plan with variations from the Village Zoning Ordinance; and,

WHEREAS, the President and Board of Trustees after due and careful consideration have concluded that the annexation of the Property to the Village and its zoning and development on the terms and conditions herein set forth would further enable the Village to control the development of the area and would serve the best interests of the Village.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. Applicable Law. This Agreement is made pursuant to and in accordance with the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Agreement.

2. Agreement: Compliance and Validity. The Owners have filed with the Village Clerk of the Village a proper petition pursuant to and in accordance with the provisions of Section 5/7-

1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) and as the same may have been modified by the Village's Home Rule powers, conditioned on the execution of this Agreement and the compliance with the terms and provisions contained herein, to annex the Property to the Village. It is understood and agreed that this Agreement in its entirety, together with the aforesaid petition for annexation, shall be null, void and of no force and effect unless the Property is validly annexed to the Village and is validly zoned and classified in the R-9 District, all as contemplated in this Agreement. No portion of the Property shall be disconnected from the Village without the prior written consent of its Corporate Authorities.

3. Enactment of Annexation Ordinance. The Corporate Authorities, within twenty-one (21) days of the execution of this Agreement by the Village, will enact an ordinance (hereinafter referred to as the "Annexation Ordinance") annexing the Property to the Village. Said Annexation Ordinance shall be recorded at the Lake County Recorder's Office along with the Plat of Annexation (attached hereto as EXHIBIT B).

4. Enactment of Zoning Ordinance. Within twenty-one (21) days after the passage of the Annexation Ordinance, the Corporate Authorities shall enact an ordinance zoning the Property in the R-9 District, with a special use for a Residential Planned Unit Development, subject to the restrictions further contained herein and all applicable ordinances of the Village of Buffalo Grove as amended from time to time. Said zoning shall be further conditioned on the development of the Property in accordance with the Preliminary Plan (EXHIBITS C and D) and other exhibits attached hereto or incorporated by reference herein.

5. Approval of Plans. The Corporate Authorities hereby approve the Preliminary Plan (EXHIBITS C and D) and Exhibits E and F pursuant to the provisions of the Development Ordinance. The Corporate Authorities agree to approve a Development Plan (including a plat of consolidation) based on final versions of the plans and drawings of the development of the Property as submitted by the Developer provided that the Development Plan shall:

- a) conform to the approved Preliminary Plan and Exhibits E and F, and
- b) conform to the terms of this Agreement and all applicable Village Ordinances as amended from time to time; and

- c) conform to the approved Development Improvement Agreement as amended from time to time.

6. Compliance with Applicable Ordinances. The Developer agrees to comply with all ordinances of the Village of Buffalo Grove as amended from time to time in the development of the Property, provided that all new ordinances, amendments, rules and regulations relating to zoning, building and subdivision of land adopted after the date of this Agreement shall not be arbitrarily or discriminatorily applied to the Property but shall be equally applicable to all property similarly zoned and situated to the extent possible. Developer, in the development of the Property, shall comply with the standards set forth in the Village of Buffalo Grove Development Ordinance as amended from time to time. Notwithstanding the foregoing, the Village shall not apply new ordinances or regulations to the Property to the extent that the ordinances or regulations would prevent development of the Preliminary Plan approved herein.

7. Amendment of Plan. If the Developer desires to make changes to the Preliminary Plan, or Exhibits E and F, as herein approved, the parties agree that such changes to the Preliminary Plan or Exhibits E and F will require, if the Village so determines, the submission of amended plats or plans, together with proper supporting documentation, to the Planning & Zoning Commission and/or the Corporate Authorities to consider such changes to the Preliminary Plan. The Corporate Authorities may, in their sole discretion, require additional public hearings and may review the commitments of record contained in this Agreement, including, but not limited to fees, prior to final consideration of any change to the Preliminary Plan and Exhibits E and F. The Village Manager is hereby authorized to approve such minor changes as he deems appropriate.

8. Building Permit Fees. The building permit fees may be increased from time to time so long as said permit fees are applied consistently to all other developments in the Village to the extent possible. In the event a conflict arises between the Developer and the Village on any engineering and technical matters subject to this Agreement, the Village reserves the right to pass along any and all additional expenses incurred by the use of consultants in the review and inspection of the development from time to time. Developer shall pay any non-discriminatory

new or additional fees hereinafter charged by the Village to developers of properties within the Village.

9. Water Provision. The Developer shall be permitted and agrees to tap on to the Village water system at points recommended by the Village Engineer which points to the extent shown on EXHIBIT D are hereby approved by the Village. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. The Developer further agrees to pay to the Village such fees in accordance with the applicable Village Ordinances at the time of the issuance of the water and sewer permits. The Developer agrees to accept any increase in water rates and tap on fees provided such rates and fees apply consistently to all other similar users in the Village to the extent possible. Following such tap on, the Village agrees to provide to the best of its ability and in a non-discriminatory manner water service to all users on the Property in accordance with the Preliminary Plan. Water mains serving the Property and those approved as part of the development shall be installed by the Developer and, except for service connections to the buildings shall, upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, be dedicated to the Village and become a part of the Village water system maintained by the Village.

10. Storm and Sanitary Sewer Provisions.

a. The Corporate Authorities agree to cooperate with the Developer and to use their best efforts to aid Developer in obtaining such permits from governmental agencies having jurisdiction as may be necessary to authorize connection from the proposed development to the Lake County Department of Public Works for the collection of sewage. The Developer shall construct on-site and off-site sanitary sewers as may be necessary to service the Property, in accordance with EXHIBIT D. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. Upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, the Corporate Authorities agree to operate and maintain such systems, except for sanitary sewer service connections. The Developer agrees to accept any increase in sewer rates and tap on fees, provided that such fees and rates are applied consistently to all similar users in the Village to the

extent possible.

b. The Developer shall also construct any storm sewers which may be necessary to service the Property, in accordance with EXHIBIT D. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering.

11. Drainage Provisions. The Developer shall fully comply with any request of the Village Engineer related to the placement of buildings on lots, to preserve drainage standards. The Developer shall install any storm sewers and/or inlets which are required to eliminate standing water or conditions of excess soggy which may, in the opinion of the Village Engineer, be detrimental to the growth and maintenance of lawn grasses.

12. Owner/Developer Recapture of Utility Costs. Not Applicable.

13. Payment of Recapture Fees Owed. Any amount of recapture required to be paid by this Property shall be due and payable to the Village upon platting of the subdivision.

14. Security for Public and Private Site Improvements. Security for public and private site improvements shall be provided in accordance with the Development Ordinance, and the Development Improvement Agreement (EXHIBIT G) as amended from time to time. Any letter of credit issued for such improvements shall be drawn on a financial institution of net worth reasonably satisfactory to the Village Attorney. The issuer may have an equitable or lending interest in the Property provided that the letter of credit, either by its own terms or by separate written assurances of the issuer, shall be honored irrespective of that interest. The Village shall have the right to draw up to the full amount of the letter of credit in order to complete, and have formal acceptance of, all improvements secured by the letter of credit.

15. Exhibits. The following EXHIBITS, some of which were presented in testimony given by the Developer or the witnesses during the hearings held before the Planning & Zoning Commission and the Corporate Authorities prior to the execution of this Agreement, are hereby incorporated by reference herein, made a part hereof and designated as shown below.

EXHIBIT A	Legal Description
EXHIBIT B	Plat of Annexation
EXHIBIT C	Preliminary Plan

EXHIBIT D	Preliminary Engineering Plan
EXHIBIT E	Landscaping Plan
EXHIBIT F	Architectural Rendering
EXHIBIT G	Sample Development Improvement Agreement

16. Annexation Fee. Developer agrees to pay an annexation fee of \$1,500 per unit for the 41 units, which fee shall be payable pro rata at issuance of building permits. This fee, however, shall be paid in full prior to the expiration of this Agreement.

17. Building, Landscaping and Aesthetics Plans. Developer will submit final building and landscaping plans (which landscaping plans shall conform to the requirements of Village Ordinances) for final approval by the Village before commencing construction of buildings. Lighting and signage shall be compatible with surrounding areas as approved by the Village. Phases not under construction or completed shall be maintained in a neat and orderly fashion as determined by the Village Manager. The exterior elevations of the buildings to be constructed by the Developer shall comply with the plans approved by the Village. It is understood and agreed that minor modifications pertaining to the exterior elevations may be desired by the Developer, and to the extent practicable, the Village may review said modifications administratively. Major changes may be subject to review by the Appearance Review Team (ART) and/or the Planning & Zoning Commission.

18. Maintenance Obligations. The Village shall have the right, but not the obligation, to enforce the obligations of the Developer set forth in this paragraph 18, and further shall have the right, upon thirty (30) days prior written notice specifying the nature of a default, to enter upon the Property and cure such default, or cause the same to be cured at the cost and expense of the Developer. The Village shall also have the right to charge or place a lien upon the Property for repayment of such costs and expenses, including reasonable attorneys' fees in enforcing such obligations, subordinate in any event to any prior lien thereon.

Developer shall maintain (including but not by way of limitation, repair and replace) the following areas as depicted on Exhibits A through F:

- a. all private roadways, curbs, sidewalks, and walking paths on the Property;

- b. stormwater facilities and drainage systems;
- c. parking and landscaping areas; “No Parking” pavement markings and signage;
- d. snow removal for private roadways, private driveways and public sidewalks and storage of excess snow in appropriate off-street locations which shall not in any way impede the Village's snow removal operations on public streets.

19. Park District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding park donations. Developer agrees to make cash contributions to the Village for conveyance to the Buffalo Grove Park District to fulfill the obligation of the Property concerning park donations in accordance with Title 19 of the Buffalo Grove Municipal Code.

20. School District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding school donations. Developer agrees to make cash contributions to the Village for conveyance to School Districts 103 and 125 according to the criteria of said Title.

21. Library District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding library donations.

22. Conditions Concerning Parks, School, and Library Donations. It is understood and agreed that rooms in the residential units labeled as dens, lofts, studies or libraries on the floor plans will be counted as bedrooms for the purposes of calculating park, school and library donations, if, in the judgment of the Village, said rooms can be used as bedrooms. It is understood and agreed that the per acre land value used to compute said cash contributions may be increased from time to time, and cash contributions made at the time of building permit issuance shall be based on the land value in effect at the time of permit issuance.

23. Annexation to the Buffalo Grove Park District. The Developer agrees, at the request of the Buffalo Grove Park District, to annex any part or all of the subject Property to said Park District. Said annexation shall be completed within sixty days (60) days of the request of the Park District.

24. Facilitation of Development. Time is of the essence of this Agreement, and all parties will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property is in the best interests of all the parties and requires their continued cooperation. The Developer does hereby evidence its intention to fully comply with all Village requirements, its willingness to discuss any matters of mutual interest that may arise, and its willingness to assist the Village to the fullest extent possible. The Village does hereby evidence its intent to cooperate in the resolution of mutual problems and its willingness to facilitate the development of the Property, as contemplated by the provisions of this Agreement.

25. Enforceability of the Agreement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

26. Term of Agreement. This Agreement is binding upon the Property, the parties hereto and their respective grantees, successors and assigns for a term of twenty (20) years from the date of this Agreement. Developer is under contract to purchase the Property from Owners, with an intent to close on or before December 31, 2023 after the Village has approved this Agreement. As such, the Village acknowledges that, upon closing, Bloom Street, LCC, or an entity which controls, is controlled by or is under common ownership with Bloom Street, LCC shall be entitled to develop the Property consistent with this Agreement. Otherwise, this Agreement shall not be assigned to any other party or entity without prior written consent of the Village Manager. If the Developer fails to close on the Property on or before December 31, 2023, all rights and benefits of this Agreement and the approved Planned Unit Development and Rezoning Ordinances shall not be given to the Owner and the Property, and this Agreement shall be null and void, and the property may be rezoned R-E, One-Family Dwelling District, at the option of the Village. This Agreement may be amended by the Village and the Developer of record of a portion of the Property as to the provisions applying thereto, without the consent of the

Developers of other portions of the Property.

27. Corporate Capacities. The parties acknowledge and agree that the individuals that are members of the group constituting the Corporate Authorities are entering into this Agreement in their official capacities as members of such group and shall have no personal liability in their individual capacities.

28. Notices. Any notice required pursuant to the provisions of this Agreement shall be in writing and be sent by certified mail to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the U.S. Mail.

If to Owner/Developer:	David Schwartz Bloom Street Partners, LLC 31900 Doolittle Drive Northbrook, IL 60062
Copy to:	Lawrence M. Freedman Ash Anos Freedman & Logan LLC 95 Revere Drive, Unit G Northbrook, Illinois 60062
If to Village:	Village Clerk Village of Buffalo Grove 50 Raupp Boulevard Buffalo Grove, IL 60089
Copy to:	Patrick Brankin Schain, Banks, Kenny & Schwartz, Ltd. 70 W. Madison Street, Suite 5300 Chicago, IL 60602

29. Default. In the event Developer defaults in performance of its obligations set forth in this Agreement, then the Village may, upon notice to Developer, allow Developer sixty (60) days to cure default or provide evidence to the Village that such default will be cured in a timely manner if it cannot be cured during said period. If Developer fails to cure such default or provide such evidence as provided above, then, with notice to Developer, the Village may begin proceedings to disconnect from the Village any portion of the Property upon which obligations

or development have not been completed or at the option of the Village, to rezone such Property to the R-E, One-Family Dwelling District. In such event, this Agreement shall be considered to be the petition of the Owner/Developer to disconnect such portion of the Property, or at the option of the Village, to rezone such Property to the R-E, One-Family Dwelling District.

30. Litigation.

- a. The Developer, at its cost, shall be responsible for any litigation which may arise relating to the annexation, zoning and development of the Property. Developer shall cooperate with the Village in said litigation, but Developer's counsel will have principal responsibility for such litigation.
- b. The Developer shall reimburse the Village for reasonable attorneys' fees, expenses and costs incurred by the Village resulting from litigation relating to the annexation, zoning and development of the Property or in the enforcement of any of the terms of this Annexation Agreement upon a default by the Developer.
- c. Developer hereby indemnifies and holds the Village harmless from any actions or causes of action which may arise as a result of development activities for which the Owner/Developer is responsible.

31. Indemnification Concerning Recapture. Not applicable.

32. Special Conditions.

- a. It is understood and agreed that upon annexation the Village will issue new street address(es) for building(s) on the Property to ensure proper identification for provision of services, and Developer shall use said Village address(es) in place of current address(es) assigned by Lake County. Developer is also required to contact the Buffalo Grove Post Office and submit a change of address(es) requesting use of the address(es) as assigned by the Village.
- b. Owner and/or Developer represents and warrants that the only mortgagee, lien holder or holder of any security interest affecting title to the Property or any part thereof is Bank Financial F.S.B., and by its written approval of this

Agreement, acknowledges that this Agreement is superior to its security interest in the Property.

- c. Developer shall deposit with the Village the amount necessary to reimburse the Village for any real estate tax payments made by the Village to the Lincolnshire-Riverwoods Fire Protection District concerning the Property pursuant to Section 705/20 of the Illinois Fire Protection Act (70 ILCS 705/20). Said deposit, as determined by the Village, shall be made by the Owner/Developer within sixty (60) days of the date of this Agreement.
- d. At such time as the property to the south develops, a secondary access shall be provided to the subject development. The owner shall cooperate in everyway necessary to ensure that the secondary access is constructed.

33. Traffic Enforcement Agreement. The Developer shall, at the request of the Village, enter into an agreement for the enforcement of Village traffic ordinances and other ordinances on the Subject Property.

34. Well and septic facilities and underground tanks. All water wells and septic sewer facilities on the Property shall be properly sealed or pumped and filled as required by the Illinois Department of Public Health and as approved by the Village Health Officer. Any underground tanks shall be removed as permitted and approved by the Illinois State Fire Marshal. Said sealing and removing of wells, septic facilities and underground tanks shall be completed on a schedule as directed by the Village.

35. Removal of buildings and structures. All buildings, structures, vehicles and other materials on the Property shall be removed prior to any site preparation work for the development. If the Village determines, in the period prior to development, that structures or other objects need to be removed from the Property to prevent health or nuisance problems, Developer shall comply pursuant to the Village's direction.

36. Variation provisions.

- a. Variation to Section 17.28.050 of the Zoning Ordinance is hereby granted decreasing the minimum distance required between the south property line and

the townhome buildings, allowing it to be less than twice the height of the buildings when abutting a single-family use; and

- b. Variation to Section 17.28.050 of the Zoning Ordinance is hereby granted reducing the required spacing between front facing buildings as depicted on the Preliminary Plan; and
- c. Variation to Section 17.40.050 of the Zoning Ordinance is hereby granted decreasing the minimum rear yard setback as depicted on the Preliminary Plan; and
- d. Variation to Section 17.32.020 of the Zoning Ordinance is hereby granted allowing accessory structures to be closer to the front lot line than the principal structures and beyond the mid-point of the principal buildings when placed in the side yard, as depicted on the Preliminary Plan

37. Developer and Management Company Obligations.

- a. The proposed development of 41 attached single-family units shall conform to the plans and conditions provided in this Agreement and in the Planned Development Ordinance.
- b. Prior to the approval of the final engineering plans, the Developer shall provide approval from the Lake County Stormwater Commission concerning the impacts to the existing wetland.
- c. The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.
- d. The Final Plat of Subdivision and Annexation Plat shall be submitted in a manner acceptable to the Village Engineer and the Village Attorney.
- e. Prior to the issuance of building permits for construction of the development, the Developer shall obtain all necessary permits from the IEPA, Lake County Department of Transportation, Lake County Stormwater Management Commission, and the US Army Corps of Engineers.
- f. Signage prohibiting parking on the roadway on the east side of the property shall be installed as required by the Village of Buffalo Grove Fire Department. All

associated pavement markings or signage shall be maintained by the property owner.

- g. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.
- h. All landscaping shall be maintained in accordance with the approved landscaping plan in perpetuity.
- i. The proposed development is subject to the storm water utility.

IN WITNESS WHEREOF, the Corporate Authorities and Owner have caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and the year first above written.

VILLAGE OF BUFFALO GROVE:

By _____

Eric Smith, Village President

ATTEST:

By _____

VILLAGE CLERK

OWNER: Rainer B. Burckhardt

By _____

Printed Name and Position

MORTGAGEE: Bank Financial F.S.B.,

By _____

Printed Name and Position

15

OWNER: P. Kronenberger Living Trust

dated November 2, 2019

By _____

Printed Name and PositionDEVELOPER: Bloom Street Partners, LLC
an Illinois limited liability company

By _____

Printed Name and Position**This document prepared by:**

Patrick Brankin
 Schain, Banks, Kenny & Schwartz, Ltd.
 70 W. Madison Street, Suite 5300
 Chicago, IL 60602

Mail to:

Village Clerk
 Village of Buffalo Grove
 50 Raupp Boulevard
 Buffalo Grove, IL 60089



**Ordinance No. O-2023-105 : Ordinance Annexing the Property at
22771 & 22825 Prairie Road**

Recommendation of Action

Staff recommends that the Village Board approve an Ordinance annexing the property at 2771 & 22825 Prairie Road.

Bloom Street Partners is the contract purchaser of the unincorporated 4.25-acre property located at 22771 and 22825 Prairie Road. The majority of the site is vacant, but the smaller, southern parcel is improved with a single-family home. Bloom Street is requesting to annex the property into Buffalo Grove and proposes a 41-unit attached single-family development on the property. As proposed, the project requires annexation with a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations to the Zoning Ordinance. Further information and exhibits can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.

ATTACHMENTS:

- 1. BOT Memo Regarding Annexation (DOCX)
- 2. Ordinance Annexing Property (DOCX)
- 3. Exhibit B - Plat of Annexation (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, August 21, 2023

VILLAGE OF BUFFALO GROVE



DATE: August 21, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development
Kelly Purvis, Deputy Director of Community Development

SUBJECT: Consideration of an Ordinance Annexing 22771 & 22825 Prairie Road

BACKGROUND

Bloom Street Partners is the contract purchaser of the unincorporated 4.25- acre property located at 22771 and 22825 Prairie Road. They are requesting to annex the property into Buffalo Grove and proposing a 41-unit attached single-family development on the property. As proposed, the project requires annexation with a rezoning to R-9 Multiple-Family District along with a Special Use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations to the Zoning Ordinance. The complete list of the variations is included in Section 37 of the attached draft annexation agreement. ***Further information and details about the project can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.***

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance annexing the property at 22771 & 22825 Prairie Road.

ORDINANCE NO. 2023 - __**AN ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS****22771 AND 22825 PRAIRIE ROAD**

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, a written petition signed by all of the owners of record of the land and all the electors in the territory hereinafter described, requesting the annexation of such territory to the Village of Buffalo Grove, has been filed with the Village Clerk of the Village of Buffalo Grove; and,

WHEREAS, said territory is not within the corporate limits of any municipality, but is contiguous to the Village of Buffalo Grove; and,

WHEREAS, notice of the proposed annexation of such territory has been given to the appropriate authorities; and,

WHEREAS, it is in the best interests of the Village of Buffalo Grove that such territory be annexed to the Village of Buffalo Grove.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. That the real property legally described in Exhibit A attached hereto be and hereby is annexed to the Village of Buffalo Grove. A true and correct map of said real property is attached hereto and made a part hereof as Exhibit B.

Section 2. The Village Clerk of the Village of Buffalo Grove is hereby directed to cause to be filed in the Office of the Recorder of Deeds of Lake County a copy of this Ordinance with an accurate map of the territory annexed.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval. This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Eric Smith, Village President

This document was prepared by:

Nicole Woods
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL60089

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

EXHIBITA**LEGAL DESCRIPTION**

SUBJECT PROPERTY COMMON ADDRESS: 22771 & 22825 Prairie Road, Prairie View

THAT PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTH $\frac{1}{4}$ 1382.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH OF SAID WEST LINE OF THE NORTH EAST $\frac{1}{4}$, 84.62 FEET; THENCE NORTHEASTERLY WITH AN ANGLE OF 85 DEGREES 09 MINUTES TO THE RIGHT OF THE LAST MENTIONED LINE, AS PRODUCED NORTHERLY 413.3 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 116.2 FEET; THENCE WESTERLY 454.7 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

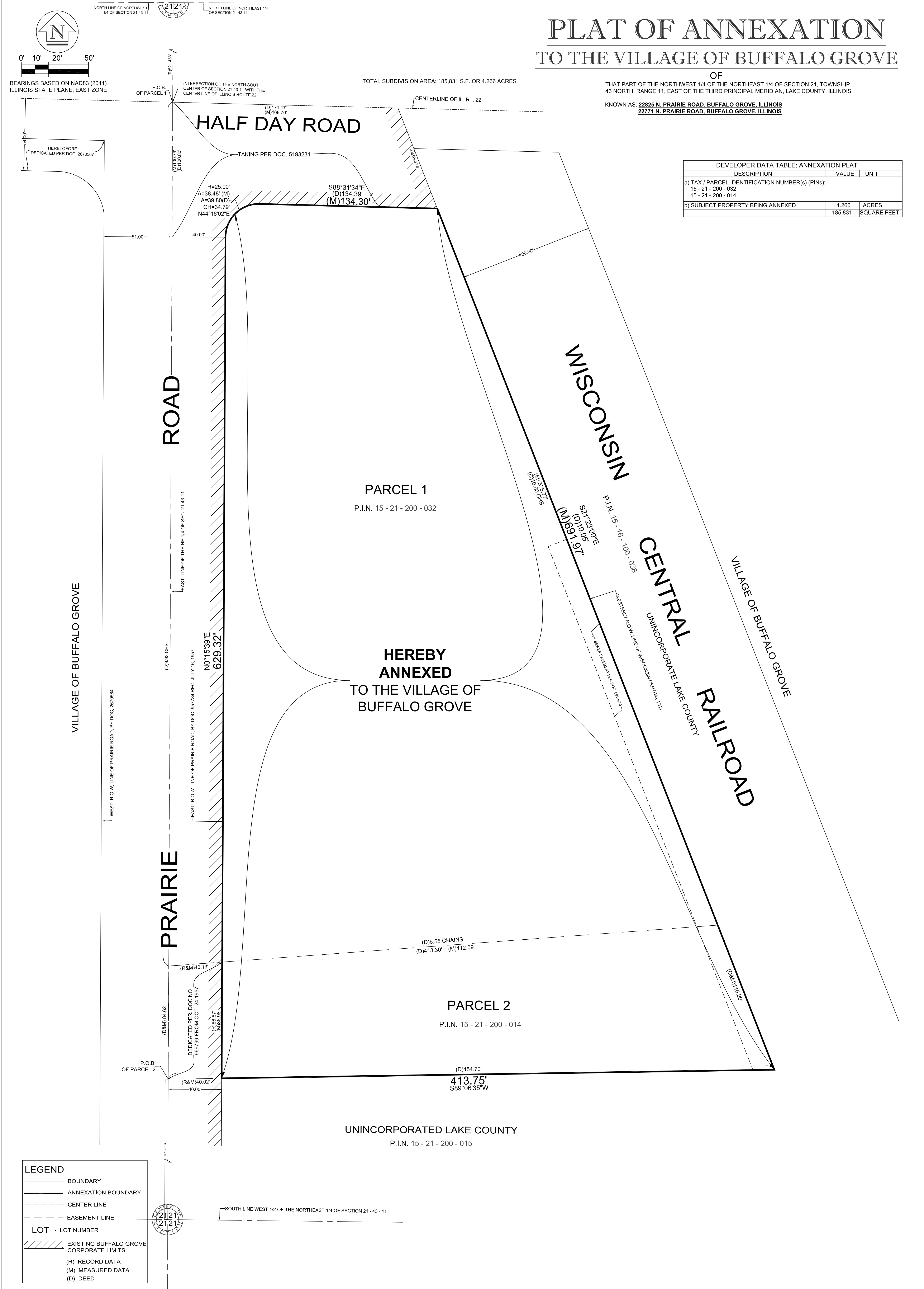
A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF THE HALF DAY AND MCHENRY ROAD AND THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE ABOVE MENTIONED SECTION 21; THENCE RUNNING SOUTH ALONG SAID QUARTER SECTION LINE 9.93 CHAINS; THENCE EAST 6.55 CHAINS TO THE WEST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY (NOW CALLED MINNEAPOLIS, ST. PAUL AND SAUK STA. MARIE RAILWAY); THENCE NORTHWESTERLY ALONG SAID WEST LINE OF SAID RIGHT OF WAY 10.05 CHAINS TO THE CENTER OF THE ABOVE MENTIONED HALF DAY AND MCHENRY ROAD; THENCE WEST 2.64 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL INDEX NUMBERS: 15-21-200-014, 15-21-200-032

EXHIBIT B

ANNEXATION PLAT

Attachment: 2. Ordinance Annexing Property (O-2023-105 : Ordinance Annexing the Property at 22771 & 22825 Prairie Road)



PLAT OF ANNEXATION TO THE VILLAGE OF BUFFALO GROVE

OF
THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP
43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

KNOWN AS: **22825 N. PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS**
22771 N. PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS

DEVELOPER DATA TABLE: ANNEXATION PLAT		
DESCRIPTION	VALUE	UNIT
a) TAX / PARCEL IDENTIFICATION NUMBER(s) (PINs): 15 - 21 - 200 - 032 15 - 21 - 200 - 014		
b) SUBJECT PROPERTY BEING ANNEXED	4.266	ACRES
	185,831	SQUARE FEET

OWNER'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

THIS IS TO CERTIFY THAT **BLOOM STREET PARTNERS, LLC** IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE/SHE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATE.

ADDITIONALLY, WE HEREBY CERTIFY THAT THE PROPERTY HEREON DESCRIBED IS
LOCATED WITHIN THE BOUNDARIES OF:

STEVENSON HIGH SCHOOL DISTRICT #125
LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT #103

DATED THIS ____ DAY OF _____, A.D. 20__.

BY: _____
OWNER'S SIGNATURE TITLE:

ADDRESS: **BLOOM STREET PARTNERS, LLC**
3190 DOOLITTLE DR
NORTHBROOK, IL 60062

NOTARY CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, _____, A NOTARY PUBLIC IN AND FOR SAID
COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER OF THE PROPERTY DESCRIBED HEREON, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED _____ SIGNED THE SAID INSTRUMENT AS _____
OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY
OF _____, 20__.

BY: _____
NOTARY PUBLIC

COMMISSION
EXPIRES _____

CORPORATE AUTHORITY'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, AT A MEETING HELD THIS ____ DAY
_____, A.D. 20__.

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

THE INSTRUMENT FILED FOR RECORD IN THE RECORDER'S OFFICE
OF LAKE COUNTY, ILLINOIS, ON THIS ____ DAY OF
_____, 20__, A.D., AT ____ O'CLOCK ____ M. AND
RECORDED AS DOCUMENT NUMBER _____

COUNTY RECORDER

LAND SURVEYOR'S CERTIFICATION:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I ROY G. LAWNICZAK, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF BUFFALO GROVE, AND THAT THIS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY.

PARCEL 1
A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF THE HALF DAY AND MCHENRY ROAD AND THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE ABOVE MENTIONED SECTION 21; THENCE RUNNING SOUTH ALONG SAID QUARTER SECTION LINE 9.93 CHAINS; THENCE EAST 6.56 CHAINS TO THE WEST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY (NOW CALLED MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILWAY); THENCE NORTHWESTERLY ALONG SAID WEST LINE OF SAID RIGHT OF WAY 10.50 CHAINS TO THE CENTER OF THE ABOVE MENTIONED HALF DAY AND MCHENRY ROAD; THENCE WEST 2.64 CHAINS TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2
THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST 1/4, 1382.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ON SAID WEST LINE OF THE NORTH EAST 1/4, 84.62 FEET; THENCE NORTHEASTERLY WITH AN ANGLE OF 85 DEGREES 09 MINUTES TO THE RIGHT OF THE LAST MENTIONED LINE, AS PRODUCED NORTHERLY 413.3 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 116.2 FEET; THENCE WESTERLY 454.7 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

GIVEN UNDER MY HAND AND SEAL THIS 8th DAY OF MARCH, 2023 AT RIVER FOREST, ILLINOIS.

BY: _____
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2025



PROJECT No.: 2022-30698-2	PLAT PREPARED FOR: CORNER SITE LLC 3190 DOOLITTLE DR. NORTHBROOK, IL 60062 TEL. 847-230-1344	PLAT PREPARED BY: UNITED SURVEY SERVICE, LLC CONSTRUCTION AND LAND SURVEYORS 7710 CENTRAL AVENUE, RIVER FOREST, IL 60305 TEL.: (847) 299 - 1014 FAX : (847) 299 - 5887 E-MAIL: USURVEY@USANDCS.COM	NO.	REVISIONS	DATE
ISSUE DATE: 05/01/2023			1		
SCALE: 1"=30'			2		
SHEET NUMBER 2 OF 2			3		
			4		
			5		
			6		



Ordinance No. O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie Road

Recommendation of Action

The PZC recommended approval, subject to the conditions and obligations in the attached Ordinance. Staff concurs with this recommendation.

Bloom Street Partners is the contract purchaser of the unincorporated 4.25-acre property located at 22771 and 22825 Prairie Road. Bloom Street is requesting to annex the property into Buffalo Grove and proposes a 41-unit, attached single-family development on the property. As proposed, the project requires annexation with a rezoning to R-9 Multiple-Family District along with a Special Use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations. Further information and details about the project can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance Rezoning and PUD (DOCX)
- Exhibit B Plan Set (PDF)
- Exhibit C Draft PZC Minutes (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, August 21, 2023

VILLAGE OF BUFFALO GROVE



DATE: August 21, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development
Kelly Purvis, Deputy Director of Community Development

SUBJECT: Consideration of a Zoning Map Amendment, Residential Planned Unit Development, Final Plat of Subdivision and Preliminary Plan with Zoning Variations to allow the construction of a 41-Unit townhome development on the properties at 22771 & 22825 Prairie Road to be called Prairie Point Townhomes

BACKGROUND

Bloom Street Partners is the contract purchaser of the unincorporated 4.25-acre property located at 22771 and 22825 Prairie Road. Bloom Street is requesting to annex the property into Buffalo Grove and proposes a 41-unit, attached single-family development on the property. As proposed, the project requires annexation with a rezoning to R-9 Multiple-Family District along with a Special Use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with the following Zoning Variations:

1. Section 17.28.050 to allow the distance between the south property line and the townhome buildings to be less than twice the building height when abutting a different kind of use (i.e., single-family next to multi-family);
2. Section 17.28.050 to allow the spacing between front facing buildings to be less than 50 feet (between buildings 2 and 3 and between buildings 4 and 5);
3. Section 17.40.050 to allow a rear yard setback of 34 feet 8 inches for Building 4, in lieu of the 35-foot setback required; and
4. Section 17.32.020 to allow accessory structures (gazebo and deck) to be closer to the front lot line than the principal buildings and beyond the mid-point of the principal structures when located in a side yard.

Further information and details about the project can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.

ACTION REQUESTED

Staff recommends that the Village Board approve an ordinance granting approval of the 41-unit, attached single-family development at 22771 and 22825 Prairie Road.

ORDINANCE NO. 2023- __**AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND
APPROVING A SPECIAL USE FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT WITH
VARIATIONS TO THE VILLAGE OF BUFFALO GROVE ZONING ORDINANCE****Prairie Point Townhomes****22771 and 22825 N. Prairie Road, Buffalo Grove, IL**

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and

WHEREAS, the property legally described in Exhibit A hereto was annexed to the Village of Buffalo Grove by Ordinance No. 2023 - __ pursuant to a written Annexation Agreement dated _____, 2023 and approved by the Village by Ordinance No. 2023 - __ (“Annexation Agreement”); and

WHEREAS, Bloom Street Partners, LLC an Illinois limited liability company (“Petitioner”) proposes to construct a 41-unit townhome development on the Property and has applied for a Zoning Map Amendment, a Special Use for a Residential Planned Unit Development, a Plat of Subdivision, and approval of a Preliminary Plan with Variations from the Village Zoning Ordinance; and

WHEREAS, notice of public hearing for a Zoning Map Amendment, a Special Use for a Planned Unit Development, a Plat of Subdivision, and Preliminary Plan with Zoning Variations has been given and a public hearing was held on July 19, 2023 before the Village of Buffalo Grove Planning & Zoning Commission; and

WHEREAS, the Planning & Zoning Commission voted 6 to 1 to recommend approval of the Zoning Map Amendment to zone the property R-9 Multi-Family District, the Special Use for a Residential Planned Unit Development, the Final Plat of Subdivision and the Preliminary Plan with Zoning Variations, as set forth in the draft meeting minutes attached hereto as Exhibit C; and

WHEREAS, the President and Village Board of Trustees, after due and careful

consideration have concluded that the requests are reasonable and will serve the best interests of the Village;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1: Map Amendment, Special Use for a Planned Unit Development, Final Plat of Subdivision, and Preliminary Plan with Variations. A Zoning Map Amendment to the R9 Multiple-Family Residential District is granted for the property described in Exhibit A ("Property"). The Comprehensive Zoning Ordinance of the Village of Buffalo Grove, Cook and Lake Counties, Illinois as amended and the Village's Official Zoning Map is hereby further amended to reflect the zoning district for the Property. A Special Use for a Residential Planned Unit Development, Final Plat of Subdivision and Preliminary Plan approval is granted for the Property. The following variations for the Property are also hereby granted:

- a. Variation to Section 17.28.050 is hereby granted allowing the distance between the south property line and the townhome buildings to be less than twice the building height when abutting a single-family use;
- b. Variation to Section 17.28.050 is hereby granted allowing the spacing between front facing buildings to be less than 50 feet;
- c. Variation to Section 17.40.050 is hereby granted allowing a rear yard setback of less than 35-feet for building 4; and
- d. Variation to Section 17.32.020 is hereby granted allowing the gazebo and deck to be closer to the front lot line than the principal buildings and beyond the mid-point of the principal structures when located in a side yard.

Section 2: General Conditions. Development and use of the Property shall be in compliance with the Annexation Agreement and in accordance with the plan set attached as Exhibit B. Unless otherwise expressly provided for in the Annexation Agreement, or otherwise expressly approved by the Village Board, the Property shall be subject to and maintained in accordance with Buffalo Grove Municipal Code.

Section 3: Specific Conditions. The Special Use for a Residential Planned Unit development shall have the same conditions and obligations agreed to in the Annexation Agreement which shall survive the expiration of the Annexation Agreement and remain in effect

unless modified by agreement or by law.

Section 4. This Ordinance shall be in full force and effect on and after its passage and approval according to law. This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Eric Smith, Village President

This document was prepared by:

Nicole Woods
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

EXHIBIT A
Legal Description

THAT PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTH ¼ 1382.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH OF SAID WEST LINE OF THE NORTH EAST ¼, 84.62 FEET; THENCE NORTHEASTERLY WITH AN ANGLE OF 85 DEGREES 09 MINUTES TO THE RIGHT OF THE LAST MENTIONED LINE, AS PRODUCED NORTHERLY 413.3 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 116.2 FEET; THENCE WESTERLY 454.7 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF THE HALF DAY AND MCHENRY ROAD AND THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE ABOVE MENTIONED SECTION 21; THENCE RUNNING SOUTH ALONG SAID QUARTER SECTION LINE 9.93 CHAINS; THENCE EAST 6.55 CHAINS TO THE WEST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY (NOW CALLED MINNEAPOLIS, ST. PAUL AND SAUK STA. MARIE RAILWAY); THENCE NORTHWESTERLY ALONG SAID WEST LINE OF SAID RIGHT OF WAY 10.05 CHAINS TO THE CENTER OF THE ABOVE MENTIONED HALF DAY AND MCHENRY ROAD; THENCE WEST 2.64 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL INDEX NUMBER: 15-21-200-014, 15-21-200-032

SUBJECT PROPERTY COMMON ADDRESS: 22771 & 22825 Prairie Road, Prairie View

**EXHIBIT B
Plan Set**

EXHIBIT C
Draft Minutes from the July 19, 2023 PZC Meeting

PRAIRIE POINT

PROJECT NARRATIVE

Developer Bloom Street Partners, LLC is the contract purchaser of the +/-4.27 Acre site at the southeast corner of Prairie Rd and Rt. 22 for the purpose of developing a 41-unit attached single family built-for-rent townhome community. The property, 22771-22825 N. Prairie Rd., Prairie View is currently Zoned E (“Estate”) in unincorporated Lake County, however we intend to annex the property into the Village of Buffalo Grove. Through a PUD process, we plan to re-zone the property with bulk and density substantially in accordance with the R9 zoning district.

All units will be 3-story, three-bedroom townhomes with a rear-loaded two-car attached garage. There will be an additional 105 exterior parking spaces provided. We plan a “Modern Farmhouse” architectural style which will fit in well with the context of the immediate neighborhood and provide a stylish alternative to existing rental housing stock.

As proposed, the project will consist of 41 townhomes spread across seven 2.5—3-story buildings set amongst landscaped drives and courtyards. All interior drives will be built to public road standards and each unit shall have rear balconies and room for two car “Driveway” parking behind their garage.

The bulk of the site is approximately 4-5 feet below the elevation of Prairie Rd. We plan to utilize the existing conditions so that units facing Prairie Rd will have a front entrance at street level, presenting a 2.5 story façade towards the public road. Interior drive isles will slope down towards the established grade for the rear loaded garages. Interior facing units will have a more traditional 3-story façade.

All interior drives and courtyards will be extensively landscaped and hardscaped. The existing wetland on the property will be partially remediated and the remaining portion of it will serve as part of our site detention. Additional detention as required will also be incorporated into the landscape design. A gazebo and raised overlook are planned for the northeast corner of Prairie Rd and Rt. 22 and will serve as welcoming gateway to the Prairie View Station area.

Each 3-bedroom unit will range in size from 1800—2000 square feet (excluding garage) and are expected to appeal to everyone from those just starting families, young empty-nesters looking to downsize and anyone seeking a convenient, transit served location in an area with outstanding amenities and school systems.

0' 10' 20' 50'

NORTH LINE OF NORTHWEST 1/4 OF SECTION 21-43-11

NORTH LINE OF NORTHEAST 1/4 OF SECTION 21-43-11

BEARINGS BASED ON NAD83 (2011)
ILLINOIS STATE PLANE, EAST ZONE

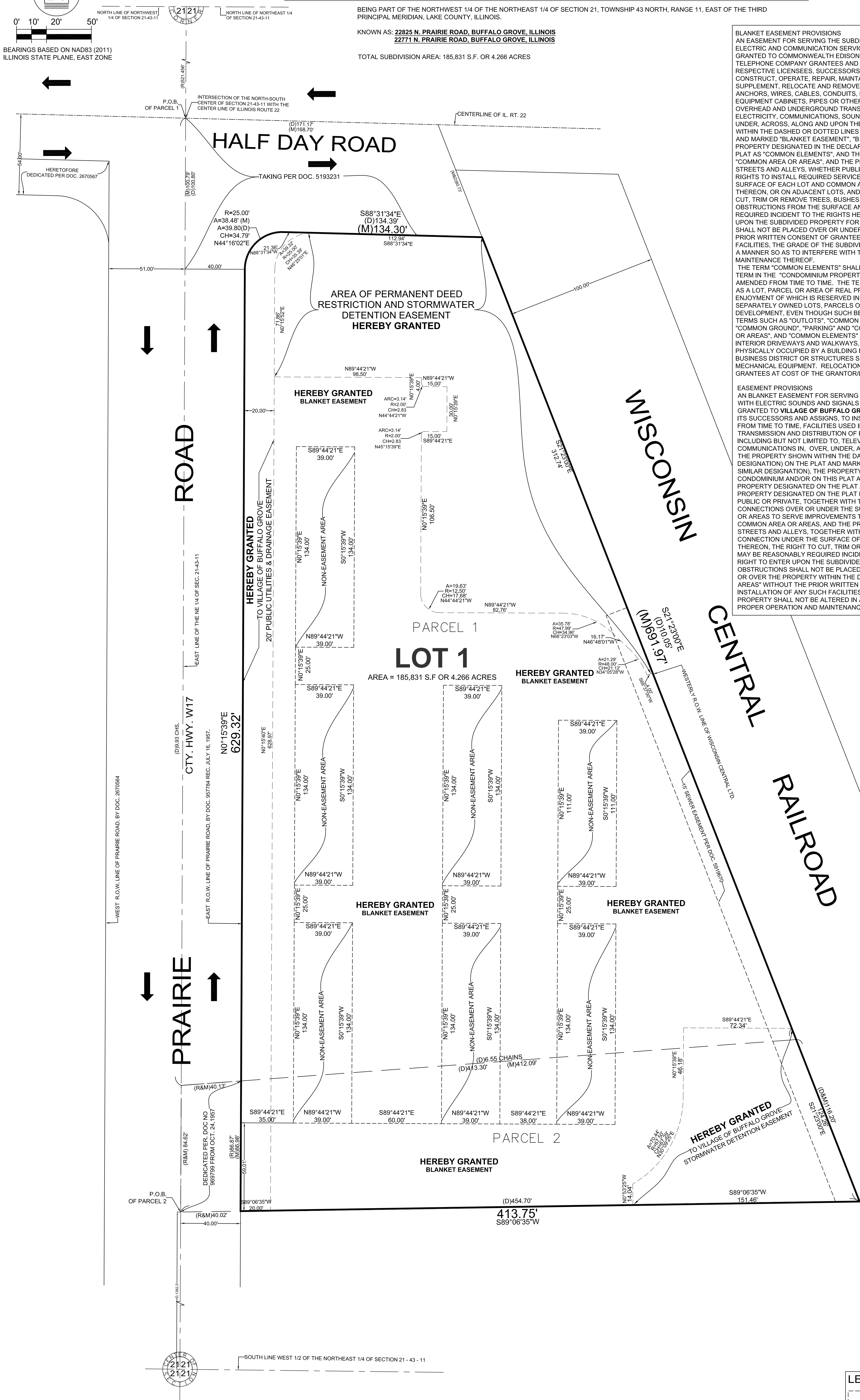
KNOWN AS: 22825 N. PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS
22771 N. PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS

TOTAL SUBDIVISION AREA: 185,831 S.F. OR 4.266 ACRES

EASEMENT PROVISIONS

AN BLANKET EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC SOUNDS AND SIGNALS AND COMMUNICATIONS SERVICE IS HEREBY GRANTED TO **VILLAGE OF BUFFALO GROVE**

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, INCLUDING BUT NOT LIMITED TO, TELEVISION, DATA AND RADIO SIGNALS AND COMMUNICATIONS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN DASHED OR DOTTED LINES) OR SIMILAR DESIGNATION, OR IN, OVER, UP, AND MARKED WITH A "D.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTION UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON ANY SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "NON EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.



NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

LEGEND

	15' SEWER EASEMENT PER DOC. 5919670
	PROPOSED LOT LINE
LOT	- PROPOSED LOT NUMBER
LOT	- EXISTING LOT NUMBER
	TRAFFIC FLOW DIRECTIONAL'S

SEND TAX BILL TO :
BLOOM STREET PARTNERS, LLC
3190 DOOLITTLE DR
NORTHBROOK, IL 60062

PRAIRIE POINTE SUBDIVISION

MAIL PLAT TO:
VILLAGE OF BUFFALO GROVE
50 RAUPP BOULEVARD,
BUFFALO GROVE, IL 60089

OWNER'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

THIS IS TO CERTIFY THAT **BLOOM STREET PARTNERS, LLC** IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE/SHE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON FOR THE USES AND PURPOSES HEREIN SET FORT, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATE.

ADDITIONALLY, WE HEREBY CERTIFY THAT THE PROPERTY HEREON DESCRIBED IS LOCATED WITHIN THE BOUNDARIES OF:

STEVENSON HIGH SCHOOL DISTRICT #125
LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT #103

DATED THIS ____ DAY OF _____, A.D. 20__.

BY: _____
OWNER'S SIGNATURE TITLE:

ADDRESS: **BLOOM STREET PARTNERS, LLC**
3190 DOOLITTLE DR
NORTHBROOK, IL 60062

NOTARY CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT _____

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER OF THE PROPERTY DESCRIBED HEREON, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED _____ SIGNED THE SAID INSTRUMENT AS _____ OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 20__.

BY: _____
NOTARY PUBLIC

COMMISSION EXPIRES _____

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

THE INSTRUMENT FILED FOR RECORD IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON THIS ____ DAY OF _____, 20__, AT ____ O'CLOCK ____ M. AND RECORDED AS DOCUMENT NUMBER _____

COUNTY RECORDER

CERTIFICATE OF THE COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

I, _____, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

DATED THIS ____ DAY OF _____, 20__, A.D., AT ____ O'CLOCK, AT _____, ILLINOIS.

BY: _____
LAKE COUNTY CLERK

APPROVED BY THE PLAN COMMISSION OF THE CITY OF HIGHLAND PARK, THIS DAY OF _____ A.D.

CHAIR

DRAINAGE STATEMENT:

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS ____ DAY OF _____, A.D. 20__.

OWNER

OWNER

BY: _____
ENGINEER

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF §2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED, A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL, BE REQUIRED BY THE DEPARTMENT.

JOSE RIOS, P.E.
REGION ONE ENGINEER

BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

KNOWN AS: **22825 N. PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS**
22771 N. PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS

TOTAL SUBDIVISION AREA: 185,831 S.F. OR 4.266 ACRES

EASEMENT PROVISIONS:

AN EASEMENT FOR PURPOSES INCLUDING, BUT NOT LIMITED TO, WATER SUPPLY AND DISTRIBUTION, SEWERAGE, STORM SEWER AND DRAINAGE, AND STREET LIGHTING, IS HEREBY RESERVED FOR AND GRANTED TO **VILLAGE OF BUFFALO GROVE** ITS SUCCESSORS AND ASSIGNS TO INSTALL, OPERATE, MAINTAIN, AND REMOVE, FROM TIME TO TIME, FACILITIES USED FOR PURPOSES INCLUDING, BUT NOT LIMITED TO, WATER SUPPLY AND DISTRIBUTION, SEWERAGE, STORM SEWER AND DRAINAGE, AND STREET LIGHTING IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT.". ALSO GRANTED HERewith IS THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE BLANKET EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. DETENTION BASIN AND WETLANDS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE SHOULD THE HOA FAIL TO DO SO, AND THE VILLAGE SHALL BE REIMBURSED FOR ANY COSTS INCURRED.

CORPORATE AUTHORITY'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, AT A MEETING HELD THIS ____ DAY _____, A.D. 20__.

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

PLAN COMMISSION'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, AT A MEETING HELD THIS ____ DAY _____, A.D. 20__.

BY: _____
CHAIRMAN OF THE PLAN COMMISSION

ATTEST: _____
SECRETARY

VILLAGE COLLECTOR CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

I, _____, COLLECTOR FOR THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE PLAN HEREON DRAWN.

DATED THIS ____ DAY OF _____, A.D. 20__.

BY: _____
VILLAGE COLLECTOR

VILLAGE ENGINEER'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

I, _____, ENGINEER OF THE VILLAGE OF BUFFALO GROVE DO HEREBY APPROVE THIS PLAT WHICH MEETS THE MINIMUM REQUIREMENTS OF THE SAID CITY.

COOK AND LAKE COUNTIES, ILLINOIS, THIS ____ DAY OF _____, A.D.20__.

BY: _____
CITY ENGINEER

CERTIFICATE OF THE COUNTY ENGINEER:
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, COUNTY ENGINEER OF SAID COUNTY, DO HEREBY CERTIFY THAT THE ANNEXED PLAT HAS BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE HIGHWAY REQUIREMENTS AS SET FORTH IN THE REGULATIONS GOVERNING PLATS OF SUBDIVIDED LANDS ADOPTED BY THE COUNTY BOARD OF LAKE COUNTY, ILLINOIS.
DATED THIS ____ DAY OF _____, A.D. 20__ AT _____.

COUNTY ENGINEER

CERTIFICATE OF HIGHWAY ACCESS AUTHORITY:
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THIS PLAT IS HEREBY APPROVED THIS ____ DAY OF _____, A.D. 20__ BY THE COUNTY ENGINEER OF LAKE COUNTY PURSUANT TO CHAPTER 765, ACT 205, SECTION 2 OF THE ILLINOIS COMPILED STATUTES, AS AMENDED, AS TO ROADWAY ACCESS TO COUNTY HIGHWAY W17 ALSO KNOWN AS N. PRAIRIE ROAD, DIRECT ACCESS EITHER TO OR FROM COUNTY HIGHWAY ____ SHALL BE RESTRICTED AS SHOWN ON THIS PLAT AND SHALL BE SUBJECT TO THE LAKE COUNTY HIGHWAY ACCESS REGULATION ORDINANCE WHICH REQUIRES, IN PART, THAT APPLICATION BE MADE AND AN ACCESS PERMIT BE OBTAINED FROM THE COUNTY ENGINEER OF LAKE COUNTY PRIOR TO ANY ACCESS INSTALLATION.

COUNTY ENGINEER

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)
PERMANENT DEED RESTRICTION COVENANT BY PLAT

AS DESCRIBED ON THIS PLAT, FEE OWNER OF THE FOLLOWING DESIGNATED AND DESCRIBED REAL PROPERTY DESCRIBED HEREON AS PARCEL 1 AND 2 IN THE SURVEYORS CERTIFICATE, LOCATED IN THE VILLAGE OF BUFFALO GROVE, COUNTY OF LAKE, STATE OF ILLINOIS; HEREBY MAKES THE FOLLOWING DECLARATIONS AS TO LIMITATIONS, RESTRICTIONS AND USES TO WHICH THOSE AREAS DESIGNATED AS AREA OF PERMANENT DEED RESTRICTION AND STORMWATER DETENTION EASEMENT IN SAID PROPERTY MAY BE PUT, AND SPECIFIES THAT SUCH DECLARATIONS SHALL CONSTITUTE COVENANTS TO RUN WITH ALL THE LAND, AS PROVIDED BY LAW, AND SHALL BE BINDING ON ALL PARTIES AND THEIR SUCCESSORS, AND ALL PERSONS CLAIMING UNDER THEM, AND FOR THE BENEFIT OF AND LIMITATIONS ON ALL FUTURE OWNERS OF SAID PROPERTY AND THE SURROUNDING AND DOWNSTREAM AND UPSTREAM AREAS, THIS DECLARATION BEING IN COMPLIANCE WITH APPLICABLE WETLAND REGULATIONS, STORMWATER AND DRAINAGE RULES, AND ORDINANCES AS SPECIFIED HEREIN:

- PURPOSE. THE PURPOSE OF THIS RESTRICTIVE COVENANT IS TO PERPETUALLY PRESERVE THE WETLAND(S) AND ASSOCIATED BUFFER(S) IN THEIR NATURAL CONDITION. SPECIFICALLY, THIS COVENANT WILL SERVE TO PROTECT THE WETLAND AND BUFFER AREAS IDENTIFIED IN THE PERMIT DOCUMENTS.
- PROHIBITED ACTIONS, ANY ACTIVITY ON, OR USE OF, THE WETLAND AND BUFFER THAT IS INCONSISTENT WITH THE PURPOSE OF THIS COVENANT IS EXPRESSLY PROHIBITED, BY WAY OF EXAMPLE, BUT NOT BY WAY OF LIMITATION, THE FOLLOWING ACTIVITIES AND USES ARE EXPLICITLY PROHIBITED:
 - DIVISION. ANY DIVISION OR SUBDIVISION OF THE WETLAND AND BUFFER AREAS IS PROHIBITED.
 - COMMERCIAL ACTIVITIES. ANY COMMERCIAL ACTIVITY ON THE WETLAND AND BUFFER AREAS, EXCEPT FOR PASSIVE RECREATIONAL ACTIVITY, IS PROHIBITED.
 - INDUSTRIAL ACTIVITIES. ANY INDUSTRIAL ACTIVITY ON THE WETLAND AND BUFFER AREAS IS PROHIBITED.
 - CONSTRUCTION. THE PLACEMENT OR CONSTRUCTION OF ANY HUMAN-MADE STRUCTURE OR FEATURE ON THE WETLAND AND BUFFER AREAS INCLUDING, BUT NOT LIMITED TO, BUILDINGS, FENCES, ROADS, AND PARKING LOTS IS PROHIBITED.
 - VEGETATION. ANY CUTTING, MOWING, PLOWING, OR REMOVAL OF TREES OR OTHER VEGETATION IN THE WETLAND AND BUFFER AREAS IS PROHIBITED, EXCEPT FOR THE CUTTING OR REMOVAL OF TREES WHICH POSE A THREAT TO HUMAN LIFE OR PROPERTY. REMOVAL OF NON-NATIVE VEGETATION FROM THE WETLAND AND BUFFER AREAS IS PERMITTED, IF CONDUCTED IN ACCORDANCE WITH AN APPROVED MAINTENANCE PLAN.
 - LAND SURFACE ALTERATION. ANY ALTERATION OF THE LAND SURFACE IN THE WETLAND AND BUFFER AREAS IS PROHIBITED, INCLUDING, BUT NOT LIMITED TO, THE PLACEMENT OF DREDGED OR FILL MATERIAL, EXCAVATION, AND GRADING. IN ADDITION, MINING OF ANY SUBSTANCE THAT MUST BE QUARRIED OR REMOVED BY METHODS THAT WILL CONSUME OR DEplete THE SURFACE ESTATE, INCLUDING, BUT NOT LIMITED TO, THE REMOVAL OF TOPSOIL, SAND, GRAVEL, ROCK, AND PEAT, AND EXPLORING FOR, DEVELOPING, AND EXTRACTING OIL, GAS, HYDROCARBONS, OR PETROLEUM PRODUCTS ARE ALL PROHIBITED ACTIVITIES IN THE WETLAND AND BUFFER AREAS.
 - UTILITIES. UNLESS INCLUDED AS PART OF THE PERMITTED PLANS, NO UNDERGROUND OR OVERHEAD UTILITY LINES SHALL BE ALLOWED IN THE WETLAND AND BUFFER AREAS, INCLUDING, BUT NOT LIMITED TO SEWER, WATER, ELECTRICAL, GAS, TELEPHONE, AND CABLE TELEVISION. EXISTING UTILITY LINES MAY NOT BE OPERATED ON THE WETLAND AND BUFFER AREAS, EXCEPT ON DESIGNATED TRAILS SHOWN ON THE PERMITTED PLANS.
 - SIGNS AND BILLBOARDS. BILLBOARDS ARE PROHIBITED. SIGNS ARE PROHIBITED, EXCEPT THE FOLLOWING SIGNS MAY BE DISPLAYED TO SPECIFICALLY STATE: 1) THE NAME AND ADDRESS OF THE PROPERTY OR THE OWNER'S NAME; 2) THE AREA IS A PROTECTED WETLAND/CONSERVATION AREA; 3) PROHIBITION OF ANY UNAUTHORIZED ENTRY OR USE; OR 4) AN ADVERTISEMENT FOR THE SALE OR RENT OF THE PROPERTY.
- TERM. THIS COVENANT IS TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND THEIR SUCCESSORS AND ALL PERSONS CLAIMING UNDER THEM, AND ALL PUBLIC AGENCIES, FOR PERPETUITY FROM THE DATE THESE COVENANTS ARE RECORDED.
- ENFORCEMENT. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON VIOLATING OR THREATENING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES. ENFORCEMENT MAY BE UNDERTAKEN BY ANY GRANTOR OR GRANTEE IN THE CHAIN OF TITLE, ANY ADJOINING PROPERTY OWNER, ANY PROPERTY OWNER LYING DOWNSTREAM OR UPSTREAM ADVERSELY EFFECTED BY ANY VIOLATION OR THREAT TO VIOLATE THIS COVENANT.
- REFERENCE. THIS RESTRICTIVE COVENANT SHALL BE REFERENCED ON THE DEED OR OTHER INSTRUMENTS OF CONVEYANCE FOR SAID PROPERTY.

PERMISSION TO RECORD CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, ROY G. LAWNICZAK, A REGISTERED PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 35-2290, DO HEREBY CERTIFY GRANT PERMISSION _____ TO RECORD THIS PLAT AND PROVIDE A COPY OF SAME.

DATED THIS DAY OF _____, A.D. 20__.

BY: _____
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2025

LAND SURVEYOR'S CERTIFICATION:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, ROY G. LAWNICZAK, A REGISTERED PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 35 - 2290, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1
A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF THE HALF DAY AND MCHEENY ROAD AND THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE ABOVE MENTIONED SECTION 21; THENCE RUNNING SOUTH ALONG SAID QUARTER SECTION LINE 9.93 CHAINS; THENCE EAST 6.55 CHAINS TO THE WEST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY (NOW CALLED MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILWAY); THENCE NORTHWESTERLY ALONG SAID WEST LINE OF SAID RIGHT OF WAY 10.50 CHAINS TO THE CENTER OF THE ABOVE MENTIONED HALF DAY AND MCHEENY ROAD; THENCE WEST 2.64 CHAINS TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2
THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST 1/4, 1382.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ON SAID WEST LINE OF THE NORTH EAST 1/4, 84.62 FEET; THENCE NORTHEASTERLY WITH AN ANGLE OF 85 DEGREES 09 MINUTES TO THE RIGHT OF THE LAST MENTIONED LINE, AS PRODUCED NORTHERLY 413.3 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 116.2 FEET; THENCE WESTERLY 454.7 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE SUBJECT PROPERTY IS DESIGNATED AS UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN IN THE FLOOD INSURANCE RATE MAP (FIRM) THE VILLAGE OF BUFFALO GROVE, ILLINOIS, COMMUNITY NUMBER 170357, PANEL NUMBER 0286K, MAP 17097C0254K EFFECTIVE DATE SEPTEMBER 18, 2013, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

THE PLAT HEREON DRAWN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND ACCURATELY DEPICTS SAID PROPERTY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF A MUNICIPALITY WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATER COURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

I FURTHER CERTIFY THAT MONUMENTS DESIGNATED IRON PIPES AND / OR CONCRETE MONUMENTS ON THIS PLAT HAVE BEEN SET AT ALL LOT CORNERS.

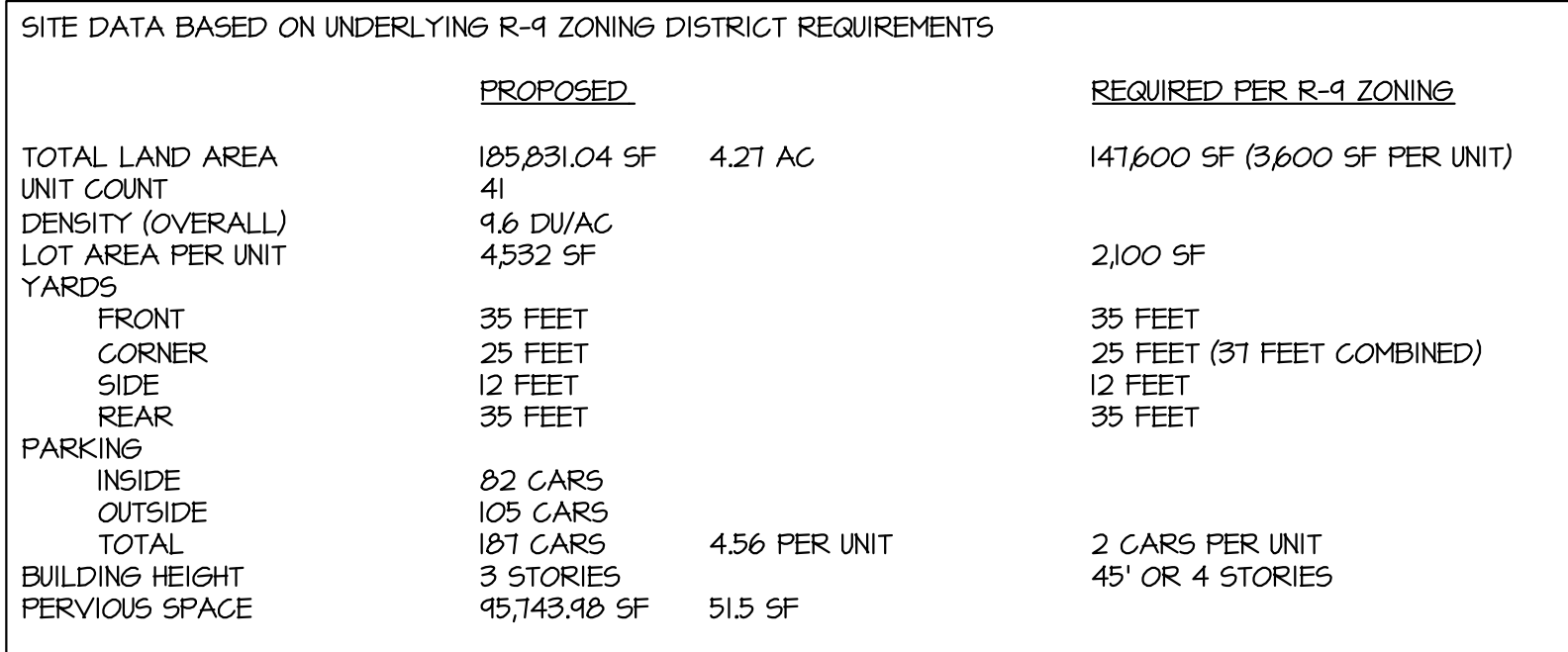
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

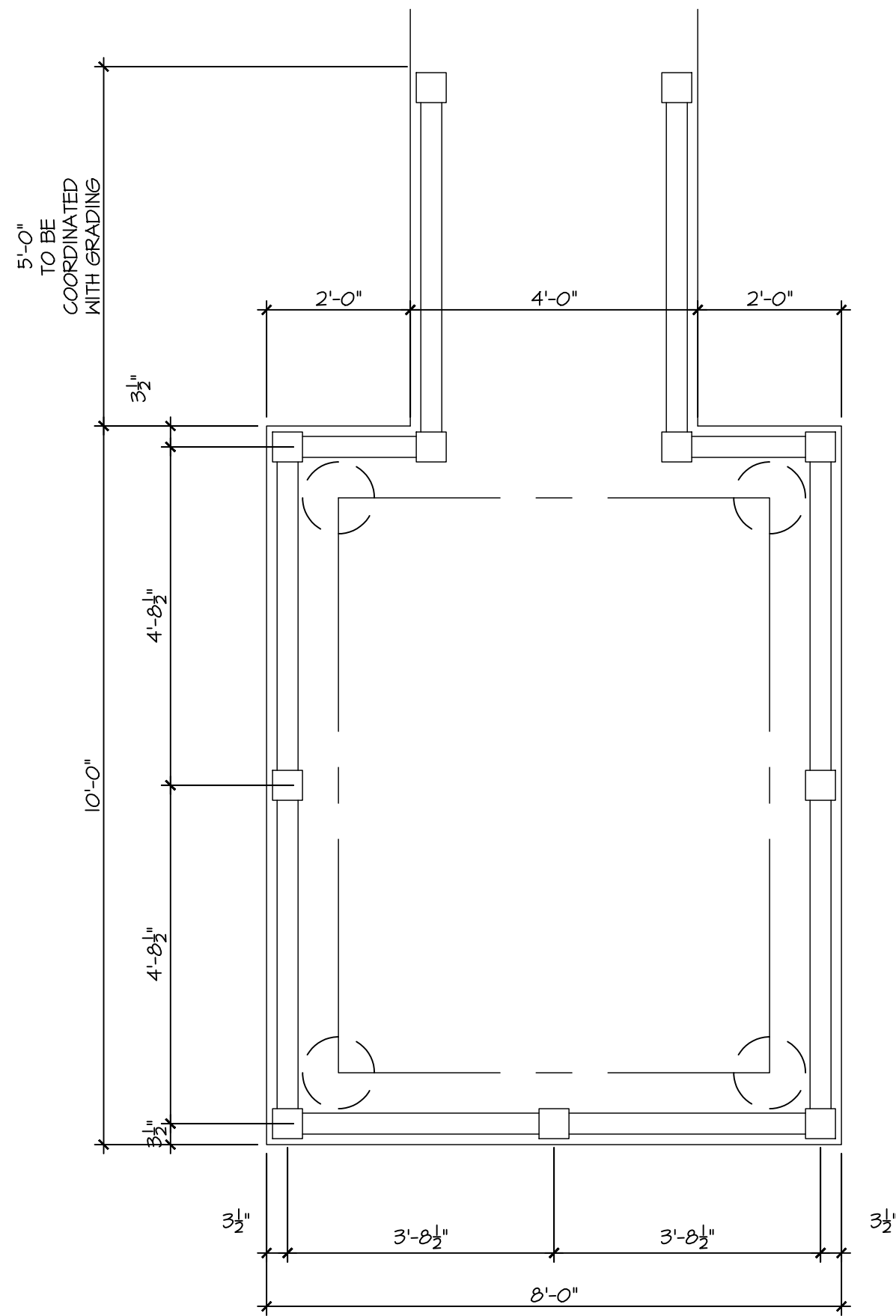
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

GIVEN UNDER MY HAND AND SEAL THIS 1st DAY OF MAY, 2023 AT RIVER FOREST, ILLINOIS.

BY: _____
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2025

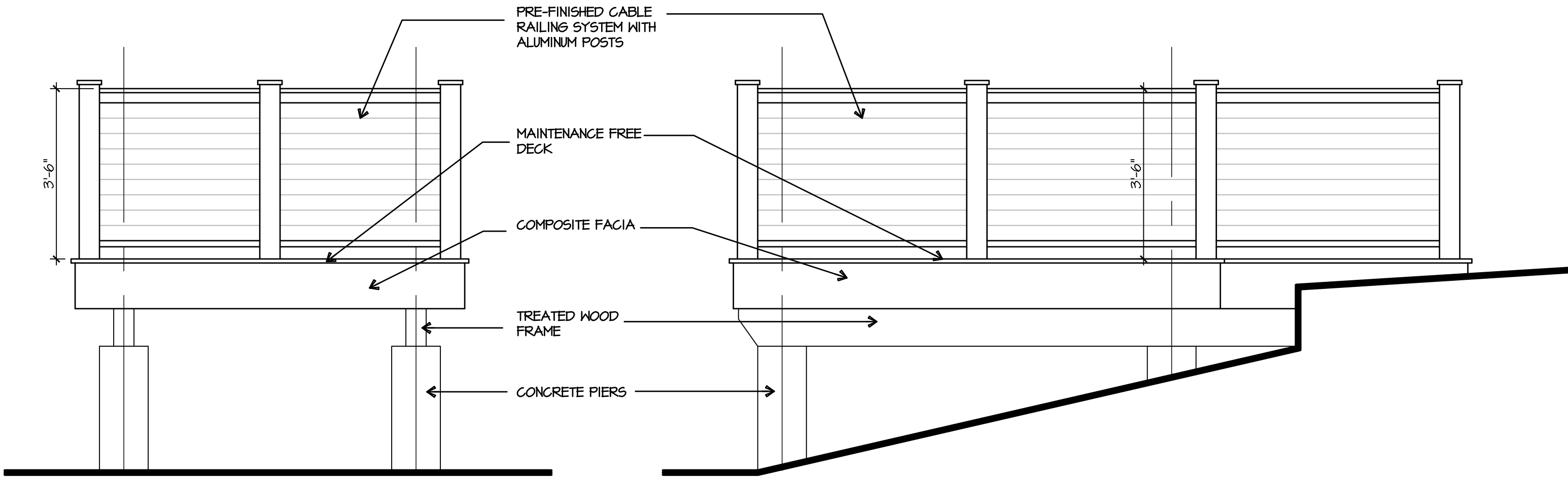
PROJECT No.: 2022-30698-1	PLAT PREPARED FOR: CORNERSITE LLC 3190 DOOLITTLE DR. NORTHBROOK, IL 60062 TEL. 847-230-1344	PLAT PREPARED BY: UNITED SURVEY SERVICE, LLC CONSTRUCTION AND LAND SURVEYORS 7710 CENTRAL AVENUE, RIVER FOREST, IL 60305 TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887 E-MAIL: USURVEY@USANDCS.COM	NO.	REVISIONS	DATE
ISSUE DATE: 05/01/2023			1		
SCALE: 1"=30'			2		
SHEET NUMBER 1 OF 2			3		
			4		
			5		
			6		


$$1^{\circ}=30'-0''$$

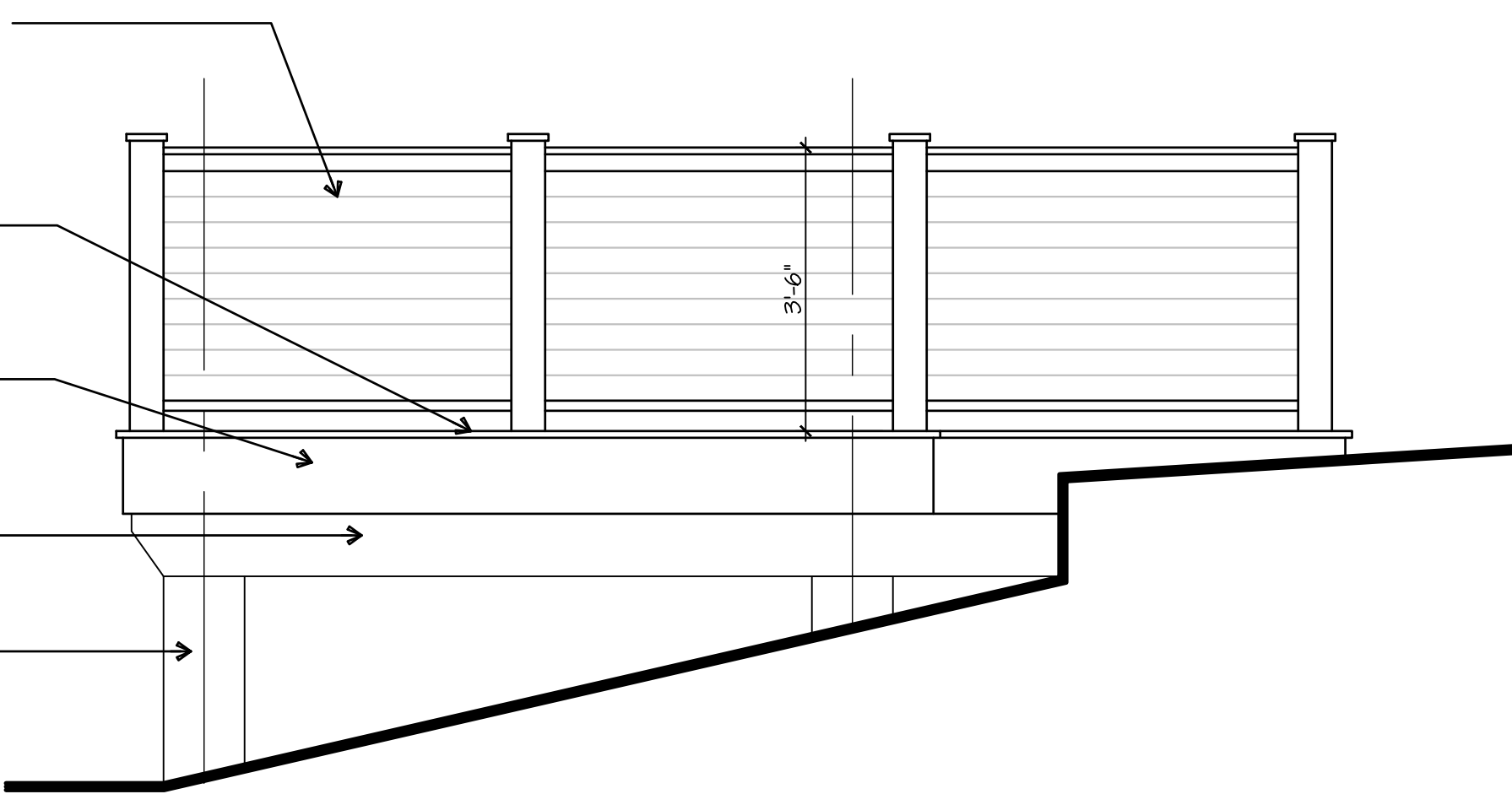
OBSERVATION DECK PLAN

1/2"=1'-0"



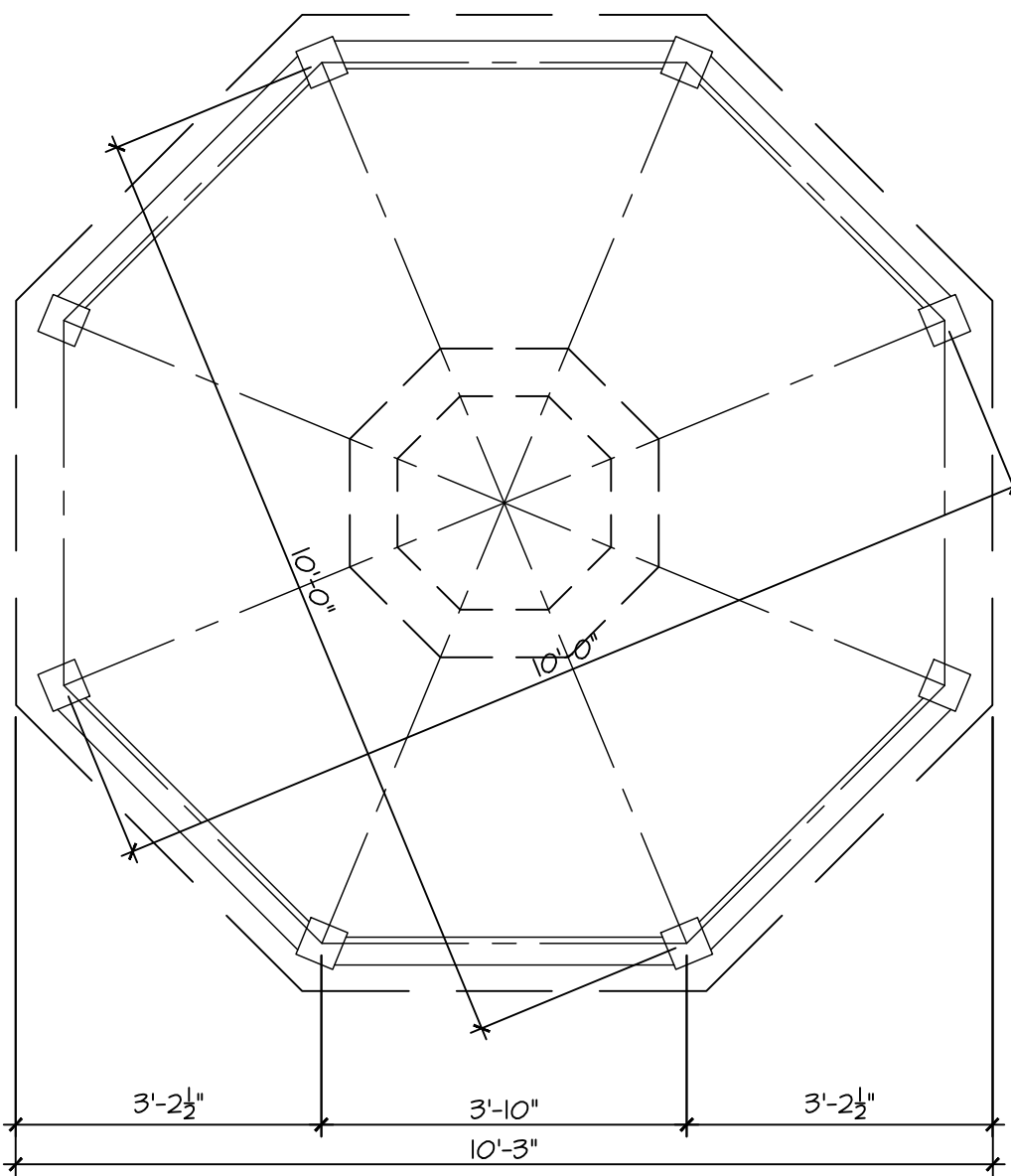
OBSERVATION DECK FRONT ELEVATION

1/2"=1'-0"



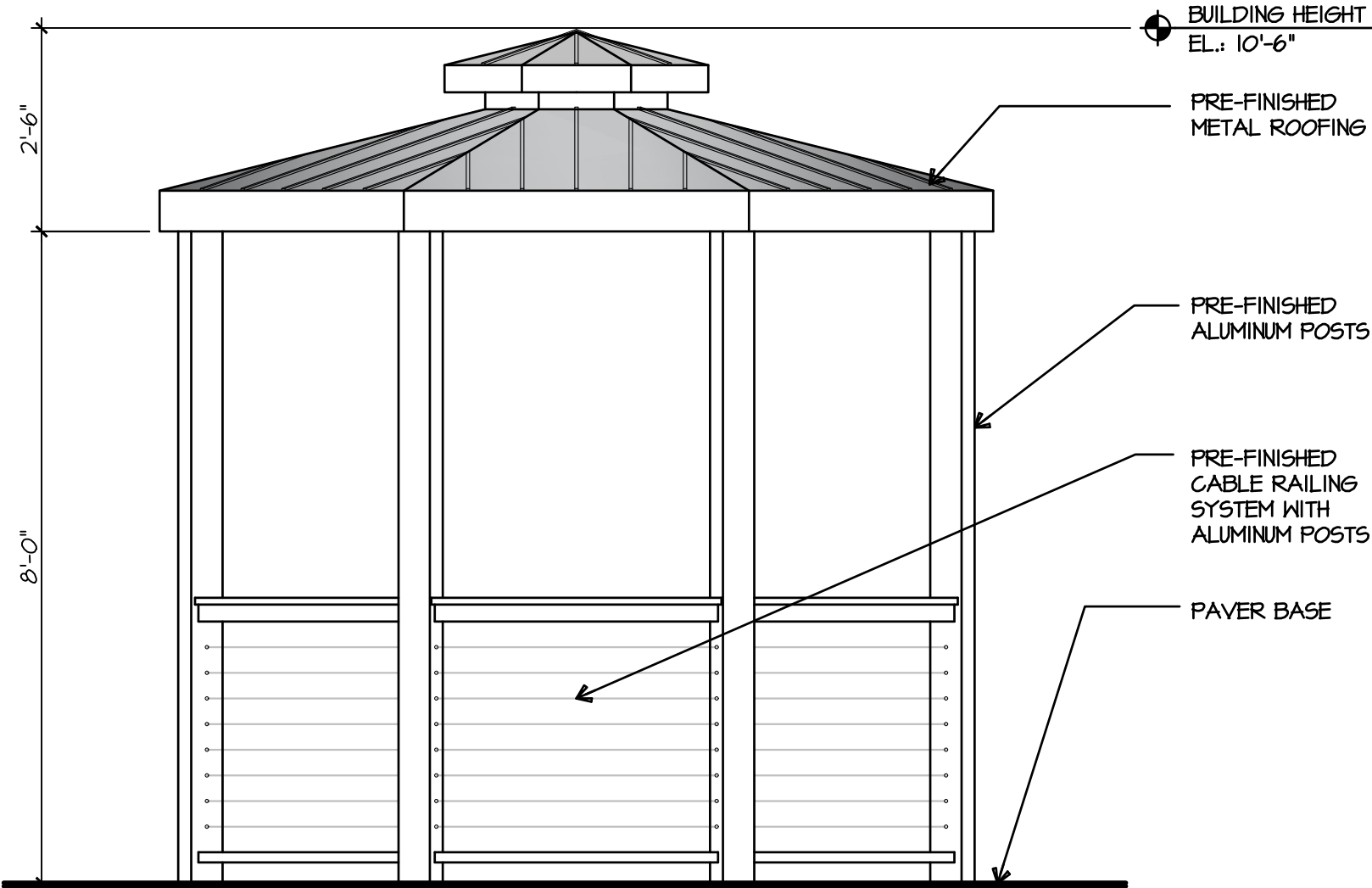
OBSERVATION DECK SIDE ELEVATION

1/2"=1'-0"



GAZEBO PLAN

1/2"=1'-0"



GAZEBO ELEVATION

1/2"=1'-0"

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PROPOSED MULTI-FAMILY DEVELOPMENT

22825 N. PRAIRIE ROAD

Buffalo Grove, Illinois

DRAWN	DESCRIPTION
4-12-2023 SF	CIVIL COORDINATION
4-18-2023 SF	PUD REVIEW PACKAGE
5-17-2023 SF	REVISED PUD PACKAGE
5-30-2023 SF	PLAN REVIEW #2 REVISIONS

2022-0184

PROJECT NUMBER

01-30-2023

DATE

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SHEET

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TYPICAL
REAR ELEVATION - 6 UNIT BUILDING

3/16" = 1'-0"

3-STORY
FRONT ELEVATION - 6 UNIT BUILDING

3/16" = 1'-0"

P:\2022\2022-0184\Working Files\Preliminary\2022-0184_ Elevation Draw_ 20230526.rvt 1/29/2023 4:27 PM SFRMCS A-4.0
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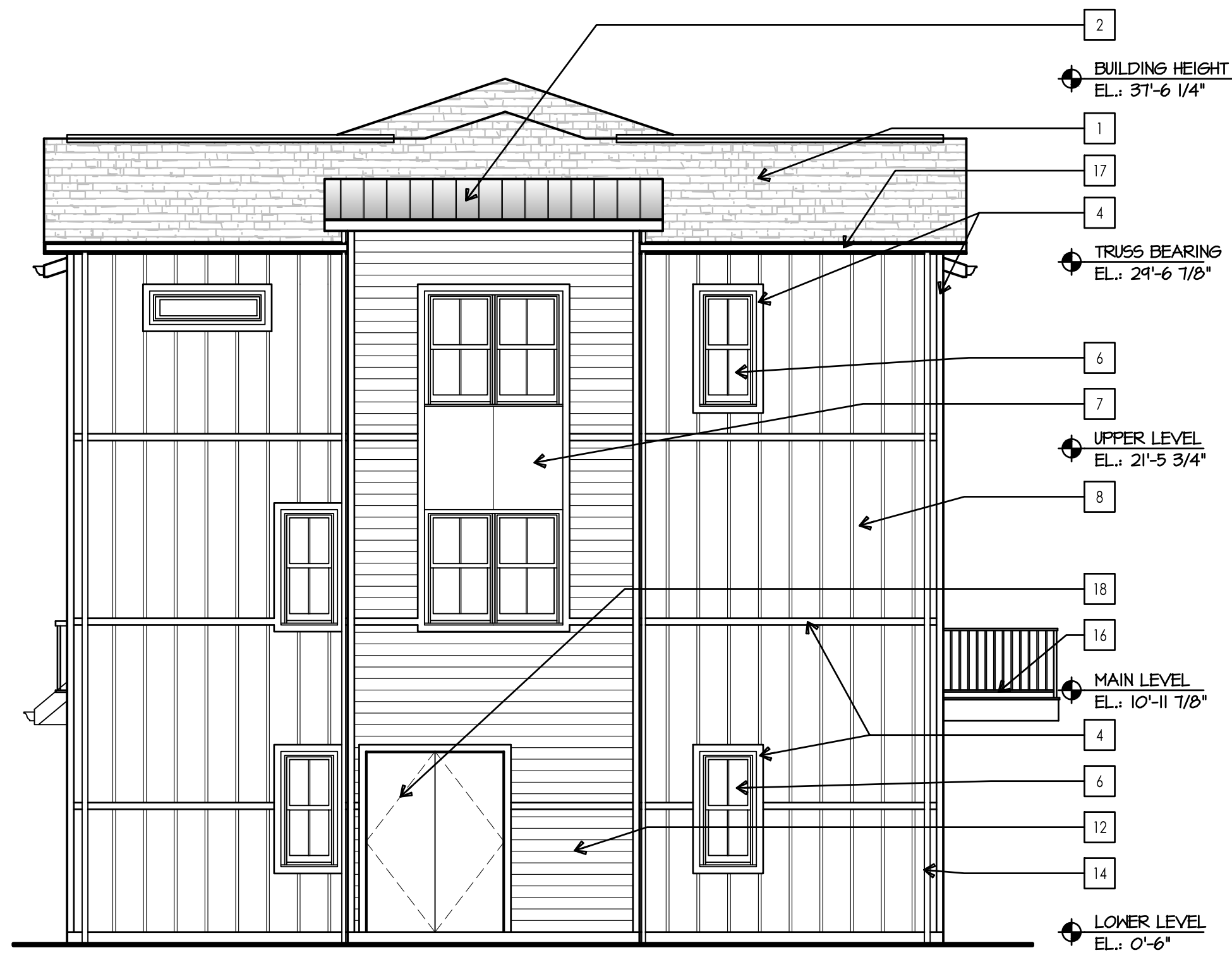
PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD
Buffalo Grove, Illinois

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie Road)



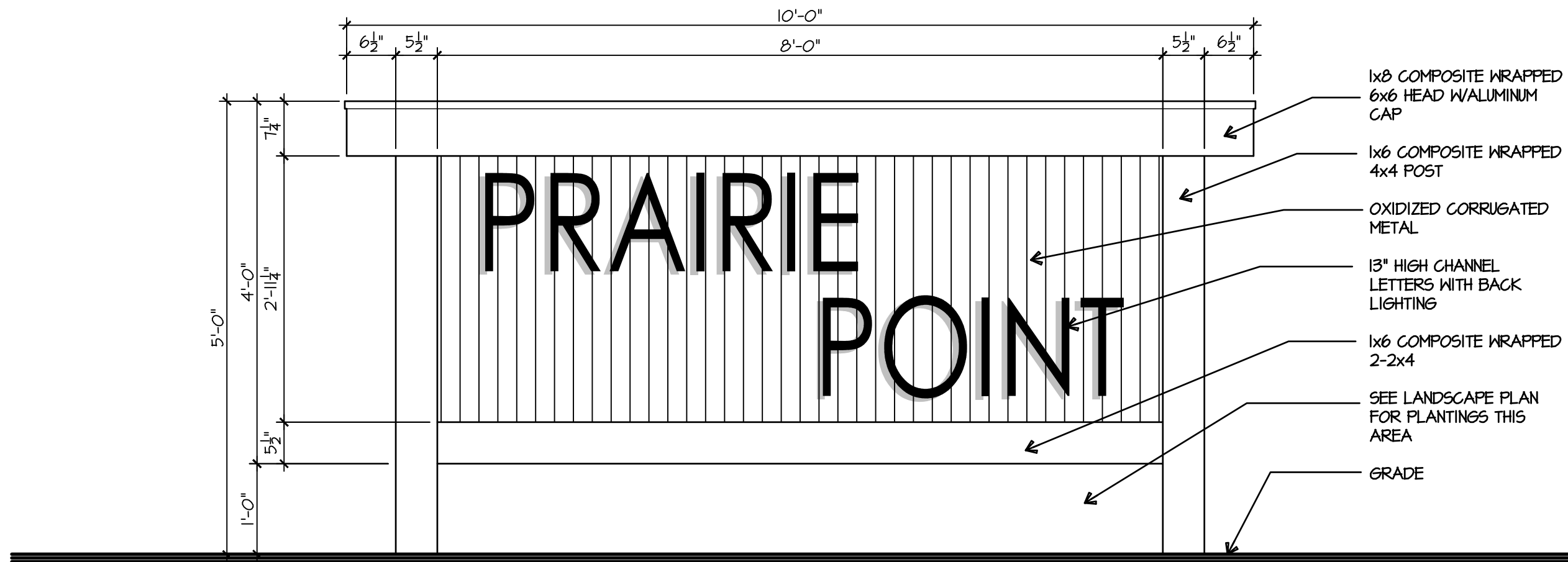
3-STORY
SIDE ELEVATION - UNIT A

3/16" = 1'-0"



3-STORY
ALTERNATE SIDE ELEVATION - UNIT A

3/16" = 1'-0"



SIGNAGE ELEVATION

3/4" = 1'-0"

ELEVATION KEY NOTES

- | | |
|----|---|
| 1 | ARCHITECTURAL ASPHALT SHINGLES |
| 2 | METAL ROOFING |
| 3 | 1X6 ALUMINUM WRAPPED FASCIA |
| 4 | 1X4 COMPOSITE TRIM |
| 5 | PRE-FINISHED METAL CANOPY WITH SUPPORT STRUTS |
| 6 | VINYL WINDOWS |
| 7 | JAMES HARDIE PANEL SIDING |
| 8 | JAMES HARDIE BOARD AND BATTEN SIDING |
| 9 | VINYL PATIO DOOR |
| 10 | JULIET BALCONY METAL RAILING |
| 11 | INSULATED / GLASS ENTRY DOOR |
| 12 | JAMES HARDIE LAP SIDING |
| 13 | WALL-MOUNTED LIGHT FIXTURE |
| 14 | PRE-FINISHED ALUMINUM DOWNSPOUT |
| 15 | PREFINISHED INSULATED OVERHEAD DOOR |
| 16 | CARPENTER-BUILT COMPOSITE WOOD DECK W/METAL RAILING |
| 17 | PRE-FINISHED ALUMINUM GUTTER ON 1X6 ALUMINUM WRAPPED FASCIA |
| 18 | INSULATED DOOR |

DRAWN
DATE
4-12-2023
4-18-2023
5-17-2023
5-30-2023

PROJECT NUMBER
2022-0184

DATE
01-30-2023

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PROPOSED MULTI-FAMILY DEVELOPMENT

22825 N. PRAIRIE ROAD

Buffalo Grove, Illinois

DRAWN	DESCRIPTION
4-12-2023 SF	CIVIL COORDINATION
4-18-2023 SF	PUD REVIEW PACKAGE
5-17-2023 SF	REVISED PUD PACKAGE
5-30-2023 SF	PLAN REVIEW #2 REVISIONS

2022-0184

PROJECT NUMBER

01-30-2023

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TYPICAL
REAR ELEVATION - 5 UNIT BUILDING

3/16" = 1'-0"



3-STORY
FRONT ELEVATION - 5 UNIT BUILDING

3/16" = 1'-0"



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PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD

DATE: 4-13-2023
 DRAWN: SF
 DESCRIPTION: CIVIL COORDINATION FOR RETAIN PACKAGE
 PROJECT NUMBER: 2022-0184
 DATE: 01-30-2023
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- BUILDING HEIGHT
EL.: 31'-6 1/4"
- TRUSS BEARING
EL.: 24'-6 1/8"
- UPPER LEVEL
EL.: 21'-5 3/4"
- MAIN LEVEL
EL.: 10'-11 1/8"
- LOWER LEVEL
EL.: 0'-6"



**TYPICAL
 REAR ELEVATION - 6 UNIT BUILDING**
 3/16\"/>

- BUILDING HEIGHT
EL.: 31'-6 1/4"
- TRUSS BEARING
EL.: 24'-6 1/8"
- UPPER LEVEL
EL.: 21'-5 3/4"
- MAIN LEVEL
EL.: 10'-11 1/8"
- LOWER LEVEL
EL.: 0'-6"



**3-STORY
 FRONT ELEVATION - 6 UNIT BUILDING**
 3/16\"/>



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PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD

DESCRIPTION
CIVIL COORDINATION
FOR REVIEW PACKAGE
DATE
4-12-2023
4-12-2023

2022-0184

PROJECT NUMBER

01-30-2023

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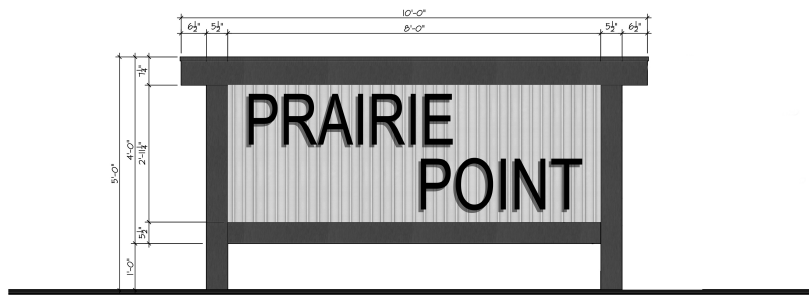
SHEET



3-STORY
SIDE ELEVATION - UNIT A
3/16" = 1'-0"



3-STORY
ALTERNATE SIDE ELEVATION - UNIT A
3/16" = 1'-0"



SIGNAGE ELEVATION
3/4" = 1'-0"





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PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD

DATE: 4-13-2023
DRAWN BY: SF
DESCRIPTION: CIVIL COORDINATION FOR RETAIN PACKAGE
PROJECT NUMBER: 2022-0184
DATE: 4-13-2023
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SHEET

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD



**2 1/2-STORY
SIDE ELEVATION - UNIT C**
1/4" = 1'-0"



**2 1/2-STORY
FRONT ELEVATION - 6 UNIT BUILDING**
1/4" = 1'-0"



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PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD

DATE: 4-12-2023
DRAWN: 4-12-2023
DESCRIPTION: CIVIL COORDINATION FOR RESIDENT FLOOR
PROJECT NUMBER: 2022-0184
DATE: 01-30-2023
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SHEET NAME
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SHEET

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD



TYPICAL
REAR ELEVATION - 5 UNIT BUILDING
3/16" = 1'-0"



3-STORY
FRONT ELEVATION - 5 UNIT BUILDING
3/16" = 1'-0"





Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for



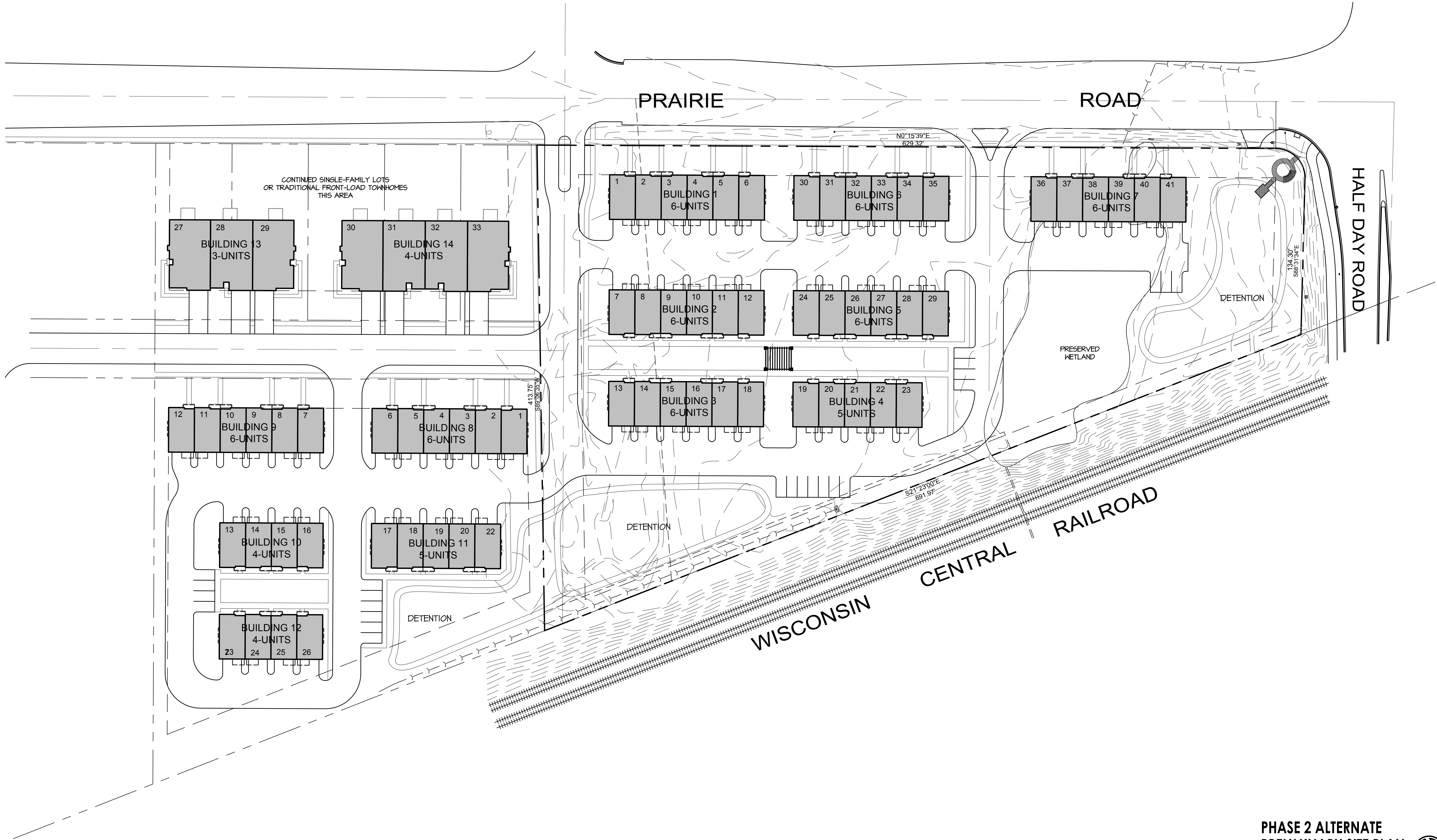
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PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD
Buffalo Grove, Illinois

DATE	DRAWN	DESCRIPTION
2022-0184		
PROJECT NUMBER		
01-30-2023		
DATE		
SF		
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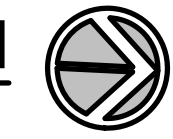
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PHASE 2 ALTERNATE
PRELIMINARY SITE PLAN

1"=40'-0"



PRELIMINARY ENGINEERING
22825 N.PRAIRIE ROAD TOWNHOMES

BUFFALO GROVE, ILLINOIS

LOCATION MAP NORTH

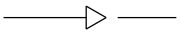
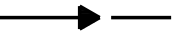
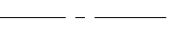
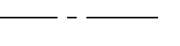
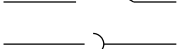
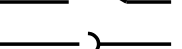
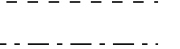
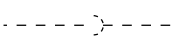
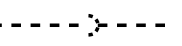
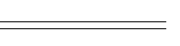
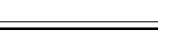
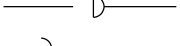
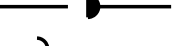
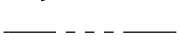
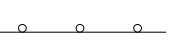
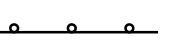
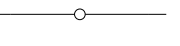
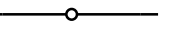
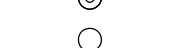
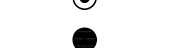
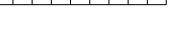
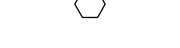
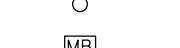
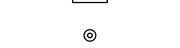
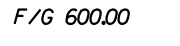
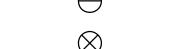
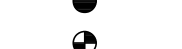
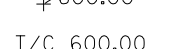
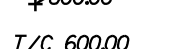
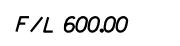
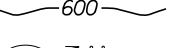
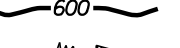
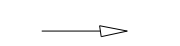
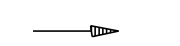
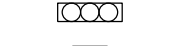
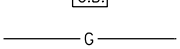
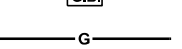
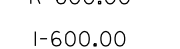
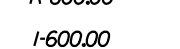
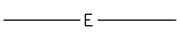
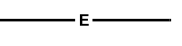
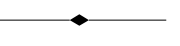
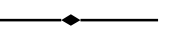
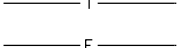
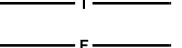
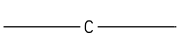
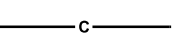
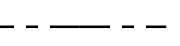
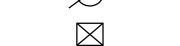
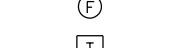
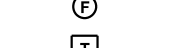


INDEX

- 1. COVER SHEET
- 2. EXISTING CONDITIONS AND DEMOLITION PLAN
- 3. GEOMETRICS PLAN
- 4. GRADING PLAN
- 5. EROSION CONTROL PLAN
- 6. UTILITY PLAN

LANDSCAPE PLANS BY: METZ & COMPANY
SITE PLAN BY: THE LINDEN GROUP
SURVEYING BY: UNITED SURVEY AND CONSTRUCTION SERVICES

LEGEND

EXISTING	PROPOSED		EXISTING	PROPOSED	
		SANITARY SEWER			CENTER LINE
		FORCE MAIN			EASEMENT
		STORM SEWER			BUILDING SETBACK
		P.V.C. STORM SEWER			CURB & GUTTER
		COMBINED SEWER			CURB & REVERSE GUTTER PITCH
		DRAIN TILE			DEPRESSED CURB & GUTTER
		WATER MAIN			GUARD RAIL
		TRENCH BACKFILL			FENCE
		MANHOLE			RETAINING WALL
		CATCH BASIN			CURB RAMP
		INLET			DRIVEWAY HAND
		YARD DRAIN			SIGN
		INLET MANHOLE			MAIL BOX
		FLARED END SECTION			SOIL BORING
		HEAD WALL			DECIDUOUS TREE, DIAMETER
		LIFT STATION			EVERGREEN TREE, HEIGHT
		CLEAN-OUT			TOP OF FOUNDATION
		METER VAULT			FINISHED GRADE
		VALVE VAULT			SPOT ELEVATION
		VALVE BOX			TOP OF CURB ELEVATION
		BUFFALO BOX			FLOW LINE OF GUTTER
		FIRE HYDRANT			CONTOUR
		CONFLICT			DITCH
		CROSSING			DRAINAGE FLOW
		TRIPLE BASIN			OVERLAND FLOW
		GREASE BASIN			RIM ELEVATION
		GAS MAIN			INVERT ELEVATION
		ELECTRIC CABLE			WETLAND LIMIT
		TELEPHONE CABLE			WETLAND BUFFER LINE
		FIBER OPTIC CABLE			RIDGE LINE
		CABLE			BASE FLOOD ELEVATION LINE
		STREET LIGHT			F.E.M.A. FLOODPLAIN LINE
		UTILITY POLE			
		PEDESTAL			
		TRANSFORMER			
		GAS VALVE			
		ELECTRIC BOX			
		TELEPHONE MANHOLE			
		FIBER OPTIC MANHOLE			
		TRAFFIC SIGNAL BOX			
		TRAFFIC SIGNAL			

PREPARED FOR:
BLOOM STREET PARTNERS
3190 DOOLITTLE DRIVE, NORTHBROOK, IL (847) 230-1344

CONSULTING ENGINEERS:
PEARSON, BROWN & ASSOCIATES, INC.
A PROFESSIONAL DESIGN FIRM - ILLINOIS PROFESSIONAL ENGINEERING CORPORATION - LICENSE NUMBER 184-001058 EXPIRES 04/30/25
1850 W. WINCHESTER ROAD - SUITE 205 LIBERTYVILLE, ILLINOIS 60048, (847) 367-6707

BENCHMARKS:
CUT CROSS IN SIDEWALK LOCATED APPROXIMATELY 80'
WEST OF SOUTHWEST PROPERTY CORNER
ELEVATION 690.10 (NAVD 88)

CUT CROSS IN SIDEWALK LOCATED APPROXIMATELY 80'
WEST OF NORTHWEST PROPERTY CORNER
ELEVATION 691.51 (NAVD 88)

PROPERTY ADDRESS:
22825 N. PRAIRIE ROAD
22771 N. PRAIRIE ROAD

PROPERTY INDEX NUMBERS:
15-21-200-032
15-21-200-014

DRAINAGE CERTIFICATE
TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS DEVELOPMENT OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE DEVELOPER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS DEVELOPMENT.

CONTACT JULIE AT 8-1-1 OR 800-892-0123
With the following:
County Lake
City/Twnship Buffalo Grove / Vernon 43N, 11E
Sec 1/4 Sec No. Sec 21, NE 1/4
Call 2 working days BEFORE YOU DIG.

PERMIT	NUMBER	DATE ISSUED
IEPA - SANITARY		
IEPA - WATER		
IEPA - NPDES		
VILLAGE - BUILDING / WDP		

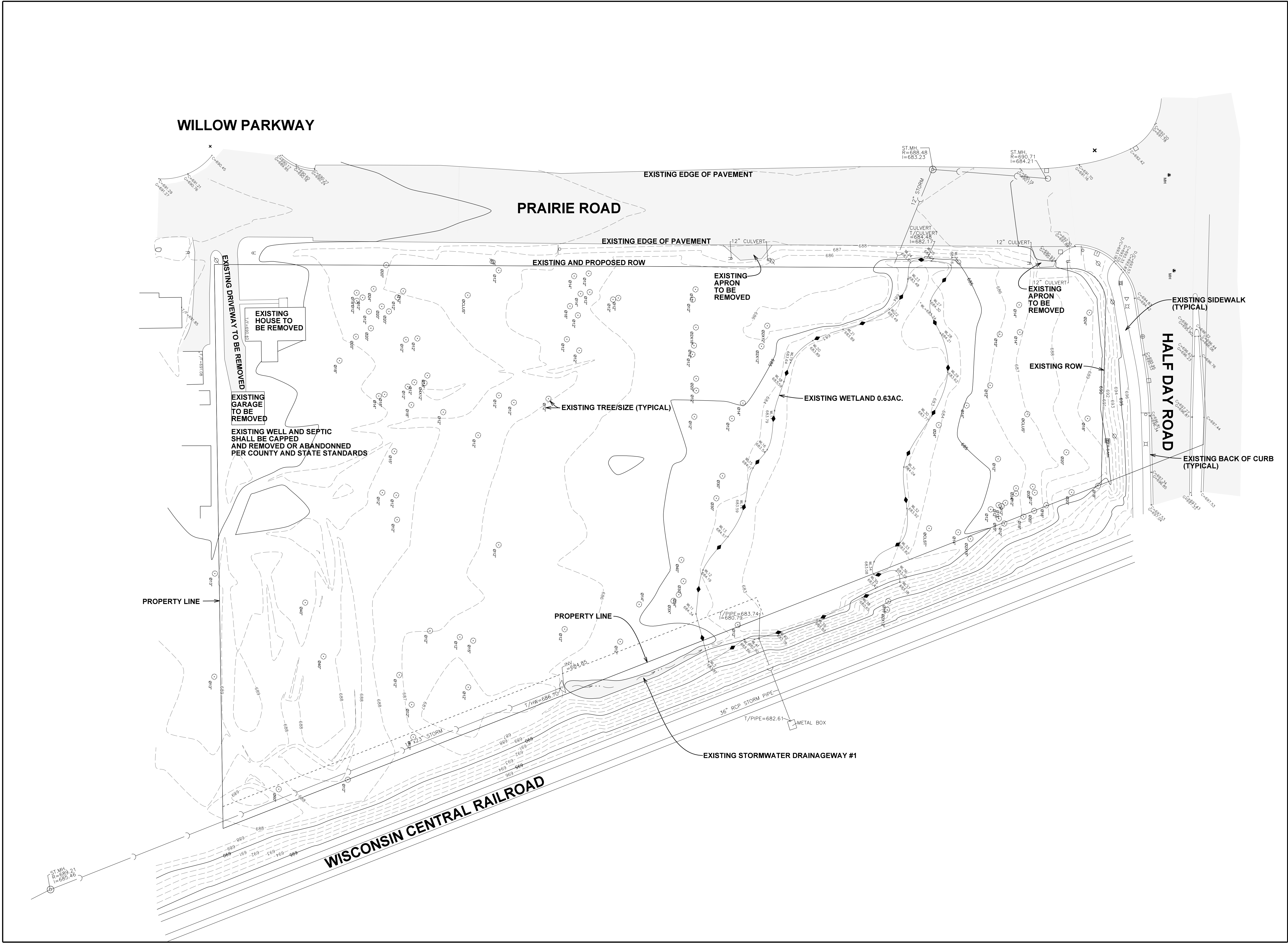
REVISIONS	
1	05/30/23 PER VILLAGE REVIEW COMMENTS
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

ENGINEER'S
SEAL & SIGNATURE

ORIGINAL ISSUE DATE:
04/28/23
SHEET NUMBER
1
OF 6 SHEETS

22825 N. PRAIRIE ROAD TOWNHOMES

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie Road)



NORTH

30' 15' 0' 15' 30'

SCALE: 1" = 30'

22825 N. PRAIRIE ROAD

PEARSON, BROWN & ASSOCIATES, INC.

CONSULTING ENGINEERS

1850 W. WINCHESTER ROAD - SUITE 205

LIBERTYVILLE, IL 60048

PHONE: (630) 367-2557

FAX: (630) 367-2557

E-MAIL ADDRESS: pba@pearsonbrown.com

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DATE BY	DESCRIPTION
05/30/23 JFC	REVISED PER VILLAGE REVIEW COMMENTS

DESIGNED BY: D.S.H.

DRAWN BY: A.Z.

CHECKED BY: J.F.C.

ORIGINAL ISSUE: 04/28/23

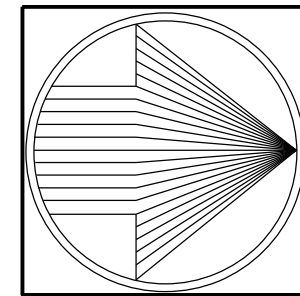
EXISTING CONDITIONS AND DEMOLITION PLAN

SHEET NUMBER

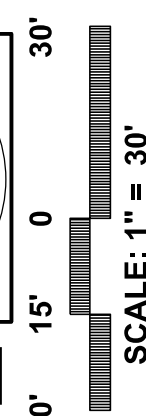
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OF 6 SHEETS

JOB No. 23102



NORTH



22825 N. PRAIRIE ROAD
PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60088
PHONE: (630) 367-2557
FAX: (630) 367-2557
E-MAIL ADDRESS: pba@pearsonbrown.com
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DESIGNED BY: D.S.H.
DRAWN BY: A.Z.
CHECKED BY: J.F.C.
ORIGINAL ISSUE: 04/28/23

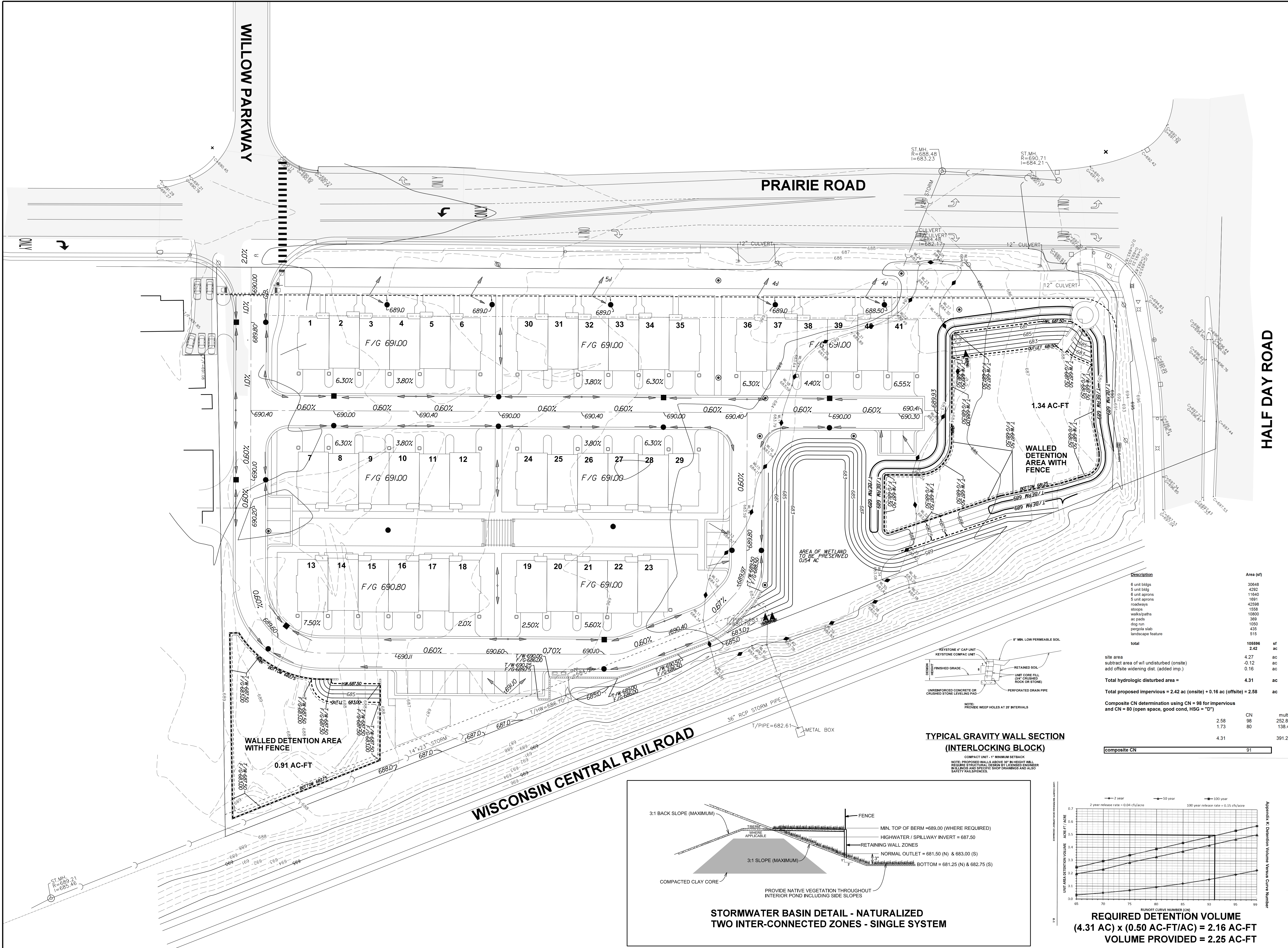
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05/30/23 JFC REVISED PER VILLAGE REVIEW COMMENTS

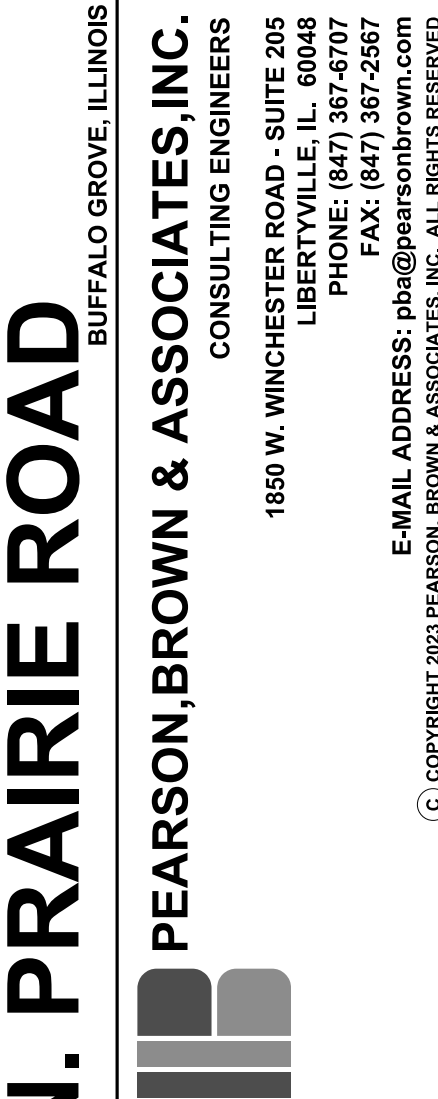
REVISIONS

GRADING PLAN

SHEET NUMBER
4
OF 6 SHEETS
JOB No. 23102

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie Road)





EROSION CONTROL PLAN

SHEET NUMBER

5

OF 6 SHEETS

JOB NO. 23102

13

1. Topography provided by United Survey Service, LLC.
2. Contractor shall call JULIE at least 48 hours prior to start of construction.
3. The fence shall be installed by the contractor and inspected by the Village prior to start of construction.
4. Contractor shall verify the location and elevation of all wet and dry utilities prior to the start of construction. Exploratory digging may be necessary.
5. If the contractor shall not design engineer immediately of any discrepancies that are found.
6. Full depth saw-cut is required for all removals.
7. Pavement restoration shall match the existing by type and thickness
8. Contractor shall remove, relocate, or reinstall any signs as needed for proposed improvements.
9. All disturbed areas shall be restored with minimum 4 inches of topsoil, seed and NAG S75 blanket, or approved equal.
10. All excavated material not used for site grading/spread shall be removed from the site.

Provide temporary removable inlet basket until disturbed areas have been stabilized. (Typical)

Approximate location
of temporary topsoil
stockpile surrounded
with silt fence

AREA OF WETLANDS
TO BE PRESERVED
0.154 AC

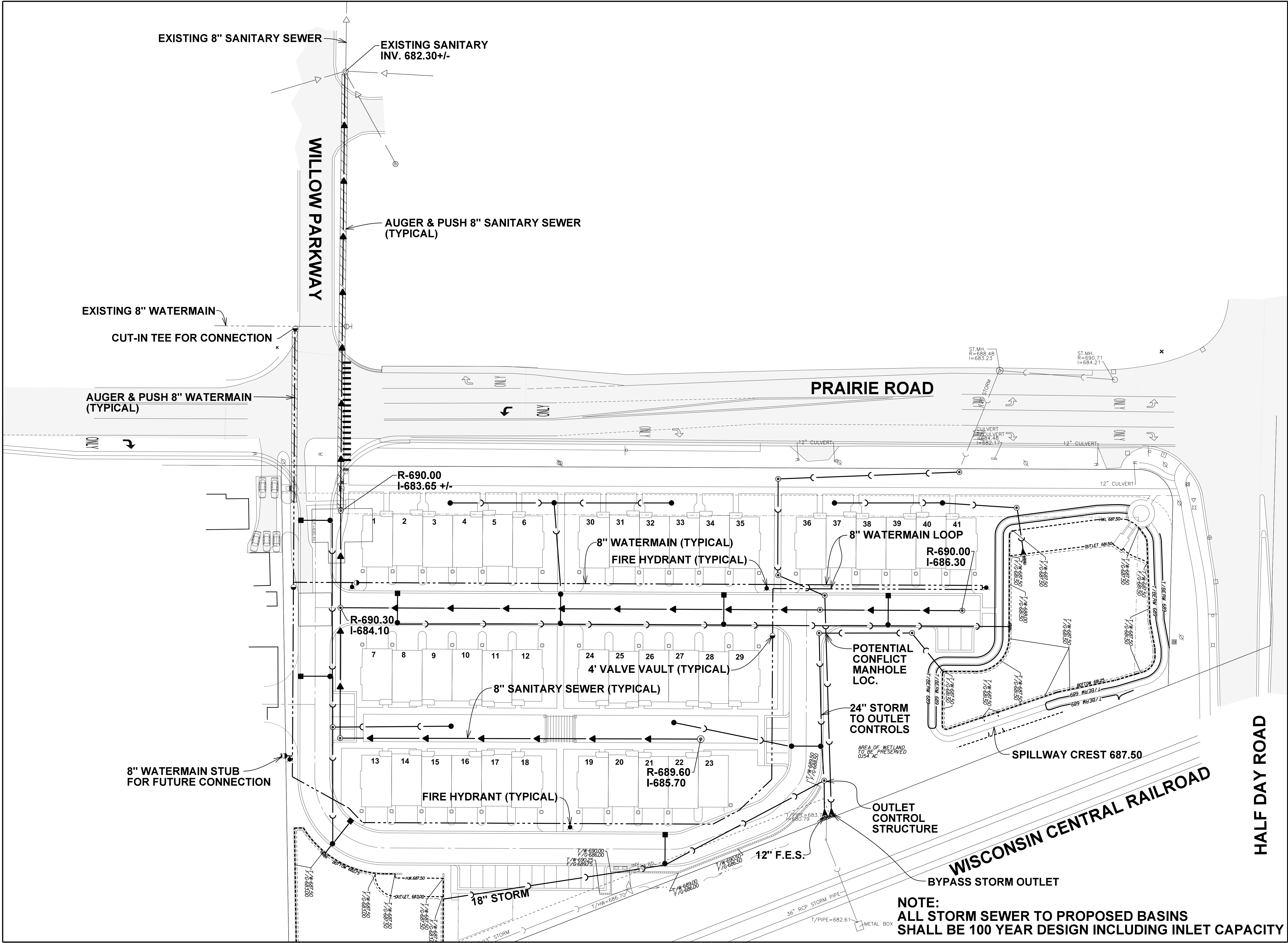
DOUBLE
Silt Fence
(Typical)

[illegible]

SHEET NUMBER

5

OF 6 SHEETS



NORTH

22825 N. PRAIRIE ROAD

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60088
PHONE: (630) 367-2557
FAX: (630) 367-2557
E-MAIL ADDRESS: pba@pearsonbrown.com

DESIGNED BY: D.S.H.
DRAWN BY: A.Z.
CHECKED BY: J.F.C.
ORIGINAL ISSUE: 04/28/23

DATE	BY	DESCRIPTION
05/30/23	JFC	REVISED PER VILLAGE REVIEW COMMENTS

UTILITY PLAN

SHEET NUMBER
6

OF 6 SHEETS

Attachment: Exhibit B Plan Set

Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie Road

PRELIMINARY LANDSCAPE PLAN FOR:

22825 N. PRAIRIE ROAD

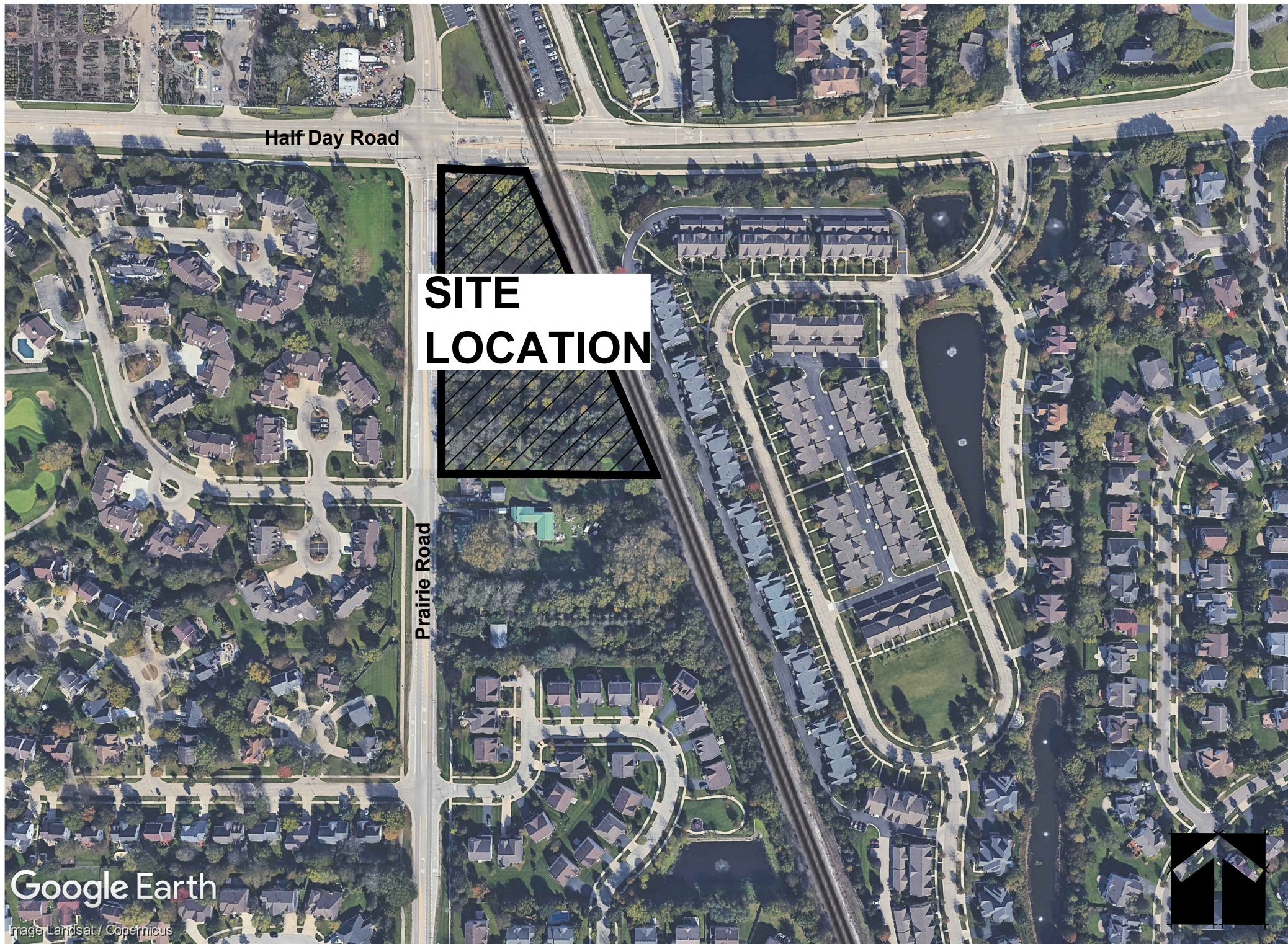
Buffalo Grove, IL

Engineer:
Pearson, Brown & Associates, Inc.
1850 W. Winchester Rd. Suite 205
Libertyville, IL 60048
847.367.6707

Architect:
Linden Group Architects, Inc.
10100 Orland Parkway, Suite 110
Orland Park, IL 60467
708.799.4400

Landscape Architect:
Metz & Company
826 E. Maple Street
Lombard, IL 60148
630.561.3903

Site Location Map



SHEET INDEX

SHEET	DESCRIPTION
CS-1.0	COVER SHEET
L-1.0	LANDSCAPE PLAN
L-2.0	NATURALIZED LANDSCAPE REQUIREMENTS
L-3.0	LANDSCAPE SPECIFICATIONS & DETAILS



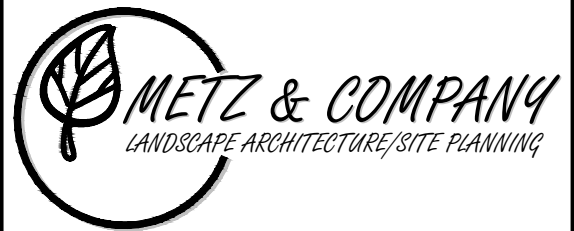
REVISIONS	
3	Gazebo Dimensions 6-27-23
2	New Site Plan 5-30-23
1	New Site Plan/Village Review 5-18-23

PROPOSED MULTI-FAMILY DEVELOPMENT

22825 N. PRAIRIE ROAD

BUFFALO GROVE, ILLINOIS

SEAL:

**METZ & COMPANY**
LANDSCAPE ARCHITECTURE/SITE PLANNING

826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE

LANDSCAPE
PLAN

PROJECT NO.:
23-227

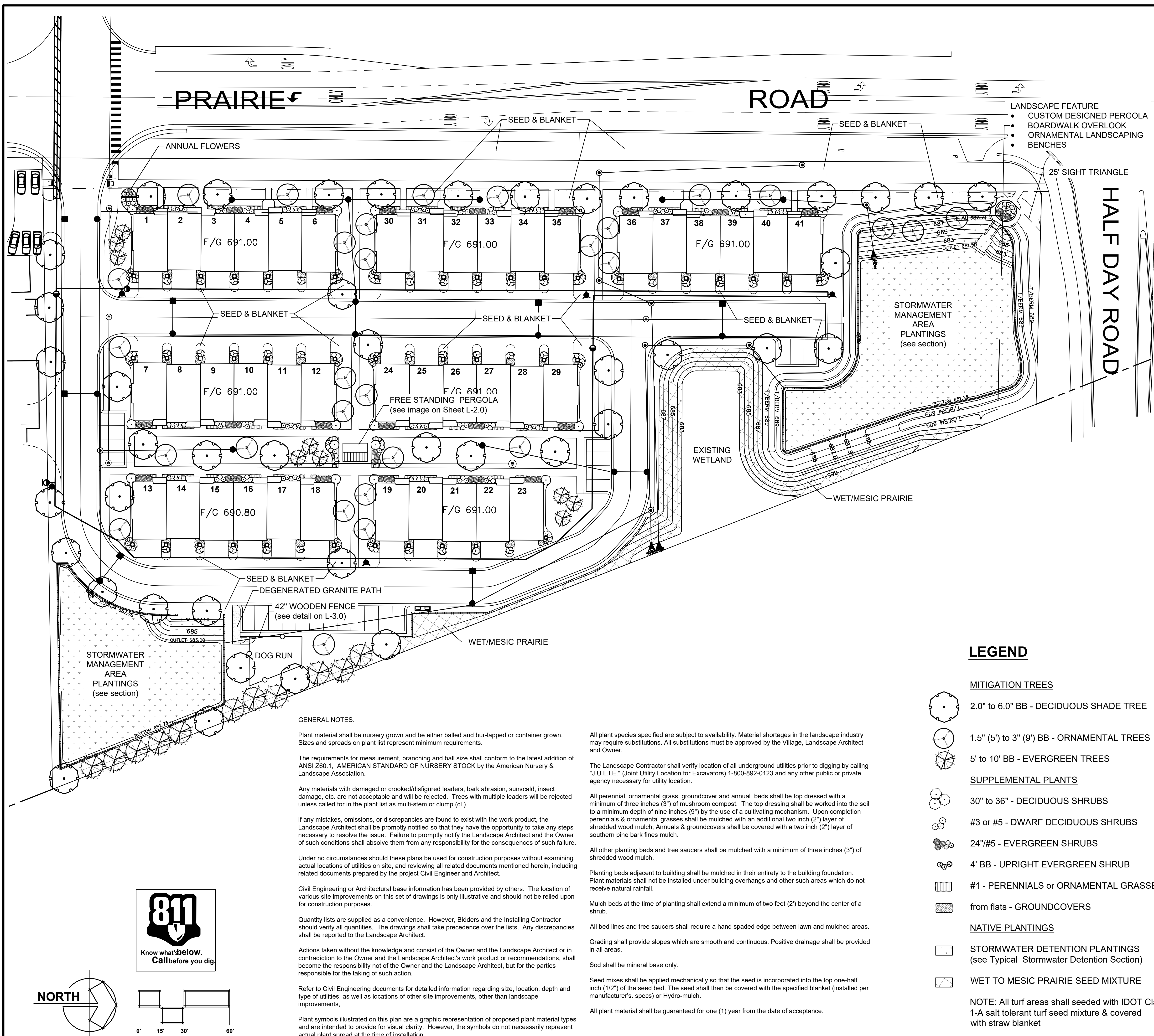
DATE: 4-27-2023

SCALE: 1" = 40'

SHEET

CS-1.0

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The following list of quality trees and shrubs will be used for final plant selections:

KEY	QTY	BOTANICAL NAME	COMMON NAME
DECIDUOUS SHADE TREES			
AFJ		Acer f.'Jeffersred'	Autumn Blaze Freeman Maple
AFM		Acer f.'Marmol'	Marmol Freeman Maple
AMM		Acer m.'Morton'	State Street Maple
ACF		Aesculus x c.'R. McNeil'	Fort McNair Horsechestnut
CS		Catalpa speciosa	Northern Catalpa
CO		Celtis occidentalis	Hackberry
GAG		Ginkgo b.'Autumn Gold'	Autumn n Gold Ginkgo
GPS		Ginkgo b.'Princeton Sentry'	Princeton Sentry Ginkgo
GTS		Gleditsia t.'Skyline'	Skyline Honeylocust
GD		Gymnocladus dioica	Kentucky Coffeetree
GDE		Gymnocladus d.'Espresso'	Espresso Kentucky Coffeetree
QDE		Platanus x a.'Morton Circle'	Exclamation London Planetree
QB		Quercus bicolor	Swamp White Oak
QI		Quercus imbricaria	Shingle Oak
QBR		Quercus macrocarpa	Burr Oak
QM		Quercus muehlenbergi	Chinkapin Oak
QR		Quercus rubra	Red Oak
QRP		Quercus r.'Long'	Regal Prince English Oak
TAR		Taxodium d.'Nickelson'	Shawnee Brave Bald Cypress
TGS		Tilia a.'Redmond'	Redmond Linden
UF		Tilia c.'Greenspire'	Greenspire Linden
UA		Ulmus 'Frontier'	Frontier Elm
U		Ulmus 'Morton'	Accolade Elm

BOLD: TREES TO BE USED WITHIN PARKWAYS

EVERGREEN TREES		
PA	Picea abies	Norway Spruce
PGD	Picea g.'Densata'	Black Hills Spruce
PP	Picea pungens	Colorado Green Spruce
PPG	Picea p.'Glaucia'	Colorado Blue Spruce
PFA	Picea p.'Fat Albert'	Fat Albert Colorado Spruce
PFV	Pinus f.'Vanderwolfs Pyramid'	Vanderwolfs Pyramid Limber Pine
PS	Pinus strobus	Eastern White Pine
PSF	Pinus s.'Fastigiata'	Fastigate White Pine
PM	Pseudotsuga menziesii	Douglas Fir
TGG	Thuja o.'Green Giant'	Green Giant Arborvitae
TC	Tsuga canadensis	Canadian Hemlock

DECIDUOUS ORNAMENTAL TREES		
AAB	Amelanchier g.'Autumn Brilliance'	Autumn Brilliance Serviceberry
BN	Betula n.'Cully'	Heritage River Birch
CC	Carpinus caroliniana	American Hornbeam
CN	Cercis canadensis	Eastern Redbud
CPD	Comus racemosa	Pagoda Dogwood
CCI	Crataegus c.'Inermis	Thornless Cockspur Hawthorn
MJ	Magnolia x.'Jane'	Jane Magnolia
MDW	Malus 'Donald Wyman'	Donald Wyman Crabapple
MRJ	Malus 'Red Jewel'	Red Jewel Crabapple
MPF	Malus 'Prairie Fire'	Prairie Fire Crabapple
MSF	Malus s.'Select A'	Sargent Firebird Crabapple
MST	Malus s.'Tina'	Sargent Tina Crabapple
OV	Ostrya virginiana	American Hophornbeam
SIS	Syringa s.'Ivory Silk'	Ivory Silk Tree Lilac
SPM	Syringa p.'Morton'	China Snow Tree Lilac
SZZ	Syringa p.'Zhing Zhiming'	Beijing Gold Tree Lilac

DECIDUOUS SHRUBS & SHRUB ROSES		
AM	Aronia melanocarpa	Black Chokeberry
ALSH	Aronia m.'UConnAM166'	Low Scape Hedge Chokeberry
CSC	Clethra a.'Sixteen Candles'	Sixteen Candles Summersweet
CR	Comus racemosa	Grey Dogwood
CAH	Corylus americana	American Hazelnut
CAP	Cotoneaster acutifolia	Peking Cotoneaster
CH	Cotoneaster 'Hessei'	Hessei Cotoneaster
DKB	Diervilla r.'SMDNDRSP'	Black Kodiak Diervilla
DKO	Diervilla r.'G2X8544'	Orange Kodiak Diervilla
DKR	Diervilla r.'G2X85411'	Red Kodiak Diervilla
DSB	Diervilla s.'Butterfly'	Butterfly Bush Honeysuckle
DSC	Diervilla s.'LPDC Podaras'	Cool Splash Bush Honeysuckle
DS	Splendens Bush-Honeysuckle	Splendens Bush-Honeysuckle
HWV	Hamamelis vernalis	Ozark Witch Hazel
HAA	Hydrangea a.'Annabella'	Annabelle Hydrangea
HAI	Hydrangea a.'Aetwo'	Incrediball Hydrangea
HB	Hydrangea p.'ILVOBO'	Bobo Hydrangea
HLL	Hydrangea p.'Jane'	Little Lime Hydrangea
HPL	Hydrangea p.'LimeLight'	LimeLight Hydrangea
HQF	Hydrangea p.'Bulk'	Quick Fire Hydrangea
HLQF	Hydrangea p.'SMDRLQF'	Little Quick Fire Hydrangea
HQPW	Hydrangea q.'Pee Wee'	Pee Wee Oakleaf Hydrangea
HTTS	Hydrangea s.'MAKD'	Tiny Tuff Stuff Hydrangea
HB	Hypericum k.'SMHKB'	Blue Festival St. Johnswort
PLD	Physocarpus o.'Little Devil'	Little Devil Ninebark
PGW	Physocarpus o.'Ginger Wine'	Ginger Wine Ninebark
POS	Physocarpus o.'Seward'	Summer Wine Ninebark
RGL	Rhus a.'Gro-Low'	Gro-Low Sumac
RDA	Rosa species	Shrub Roses
SBF	Spiraea species	Spiraea
SMF	Syringa m.'Pabibin'	Dwarf Korean Lilac
SMK	Syringa p.'Miss Kim'	Miss Kim Lilac
SDP	Syringa 'SMDJBPT'	Boomerang Dark Purple Lilac
VSB	Viburnum c.'SMDCB'	Spice Baby Viburnum
VC	Viburnum 'Cayuga'	Koreanspice Viburnum
VBM	Viburnum d.'Christom'	Blue Muffin Arrowwood Viburnum
VO	Viburnum dentatum	Arrowwood Viburnum
VP	Viburnum prunifolium	Blackhaw Viburnum
VOS	Viburnum d.'Syringed'	Chicago Lustre Viburnum
VRS	Viburnum d.'Ralph Senior'	Autumn Jazz Viburnum
VJ	Viburnum x.'Juddii'	Judd Viburnum
VLM	Viburnum l.'Mohican'	Mohican Viburnum
VRA	Viburnum x.rhytidophyllodes	Alleghany Viburnum
WDH	Weigela x.'Dark Horse'	Dark Horse Weigela
WFW	Weigela florida species	Weigela

EVERGREEN SHRUBS		
JDF	Juniperus chinensis species	Chinese Juniper
JHH	Juniperus horizontalis species	Horizontal Juniper
TMD	Taxus m.'Densiformis'	Dense Yew
TME	Taxus m.'Everlow'	Everlow Yew
TMH	Taxus m.'Hicksii'	Hicks Yew
TOS	Thuja o.'Smaragd'	Emerald Green Arborvitae

BROADLEAF EVERGREENS		
BW	Buxus m var.Koreana 'Wintergreen'	Wintergreen Boxwood
EEG	Euonymus f.'Emerald Gaiety'	Emerald Gaiety Euonymus
EENG	Euonymus f.'Emerald 'n' Gold'	Emerald 'n' Gold Euonymus
EFS	Euonymus f.'Sarcocoe'	Sarcocoe Euonymus
EFV	Euonymus f.'Vegetus Low'	Low Bigleaf Euonymus

LEGEND

MITIGATION TREES

- 2.0" to 6.0" BB - DECIDUOUS SHADE TREE
- 1.5" (5') to 3" (9') BB - ORNAMENTAL TREES
- 5' to 10' BB - EVERGREEN TREES
- 30" to 36" - DECIDUOUS SHRUBS
- #3 or #5 - DWARF DECIDUOUS SHRUBS
- 24"/#5 - EVERGREEN SHRUBS
- 4' BB - UPRIGHT EVERGREEN SHRUB
- #1 - PERENNIALS or ORNAMENTAL GRASSES
- from flats - GROUNDCOVERS

NATIVE PLANTINGS

STORMWATER DETENTION PLANTINGS (see Typical Stormwater Detention Section)

WET TO MESIC PRAIRIE SEED MIXTURE

NOTE: All turf areas shall seeded with IDOT Class 1-A salt tolerant turf seed mixture & covered with straw blanket

GENERAL NOTES:

- Plant material shall be nursery grown and be either balled and bur-lapped or container grown. Sizes and spreads on plant list represent minimum requirements.
- The requirements for measurement, branching and ball size shall conform to the latest addition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.
- Any materials with damaged or crooked/disfigured leaders, bark abrasion, sunscald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl).
- If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to promptly notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.
- Under no circumstances should these plans be used for construction purposes without examining actual locations of utilities on site, and reviewing all related documents mentioned herein, including related documents prepared by the project Civil Engineer and Architect.
- Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.
- Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.
- Actions taken without the knowledge and consent of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility not of the Owner and the Landscape Architect, but for the parties responsible for the taking of such action.
- Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements.
- Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

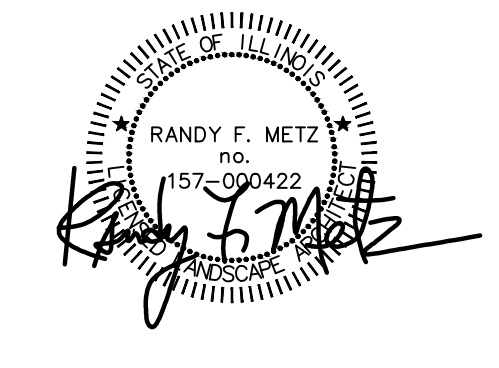
- All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.
- The Landscape Contractor shall verify location of all underground utilities prior to digging by calling "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-892-0123 and any other public or private agency necessary for utility location.
- All perennial, ornamental grass, groundcover and annual beds shall be top dressed with a minimum of three inches (3") of mushroom compost. The top dressing shall be worked into the soil to a minimum depth of nine inches (9") by the use of a cultivating mechanism. Upon completion perennials & ornamental grasses shall be mulched with an additional two inch (2") layer of shredded wood mulch; Annuals & groundcovers shall be covered with a two inch (2") layer of southern pine bark fines mulch.
- All other planting beds and tree saucers shall be mulched with a minimum of three inches (3") of shredded wood mulch.
- Planting beds adjacent to building shall be mulched in their entirety to the building foundation. Plant materials shall not be installed under building overhangs and other such areas which do not receive natural rainfall.
- Mulch beds at the time of planting shall extend a minimum of two feet (2') beyond the center of a shrub.
- All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas.
- Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.
- Sod shall be mineral base only.
- Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's. specs) or Hydro-mulch.
- All plant material shall be guaranteed for one (1) year from the date of acceptance.

REVISIONS

NO.	DESCRIPTION	DATE
3	Gazebo Dimensions	6-27-23
2	New Site Plan	5-30-23
1	New Site Plan/Village Review	5-18-23

PROPOSED MULTI-FAMILY DEVELOPMENT 22825 N. PRAIRIE ROAD BUFFALO GROVE, ILLINOIS

SEAL:



METZ & COMPANY
LANDSCAPE ARCHITECTURE/SITE PLANNING

826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE PRELIMINARY LANDSCAPE PLAN

PROJECT NO.:
23-227

DATE: 4-27-2023
SCALE: 1"=30'

SHEET

L-1.0

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Wetland Edge Seed Mix		
Apply @ 33.00 PLS pounds per acre		
Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses/Sedges:		
<i>Bolboschoenus fluviatilis</i>	River Bulrush	2.00
<i>Carex comosa</i>	Bristly Sedge	1.50
<i>Carex cristatella</i>	Crested Oval Sedge	0.50
<i>Carex frankii</i>	Bristly Cattail Sedge	4.00
<i>Carex stricta</i>	Common Tussock Sedge	0.50
<i>Carex vulpinoidea</i>	Brown Fox Sedge	2.00
<i>Eleocharis palustris</i>	Great Spike Rush	0.50
<i>Elymus virginicus</i>	Virginia Wild Rye	16.00
<i>Glyceria striata</i>	Fowl Manna Grass	1.00
<i>Juncus effusus</i>	Common Rush	0.50
<i>Leersia oryzoides</i>	Rice Cut Grass	0.50
<i>Schoenoplectus pungens</i>	Chairmaker's Rush	1.00
<i>Schoenoplectus tabernaemontani</i>	Great Bulrush	2.50
<i>Scirpus atrovirens</i>	Dark Green Rush	1.00
<i>Scirpus cyperinus</i>	Wool Grass	0.50
Total		34.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	512.00
Total		512.00
Forbs:		
<i>Acorus americanus</i>	Sweet Flag	1.00
<i>Alisma subcordatum</i>	Common Water Plantain	2.00
<i>Asclepias incarnata</i>	Swamp Milkweed	2.00
<i>Bidens spp.</i>	Bidens Species	2.00
<i>Boehmeria cylindrica</i>	False Nettle	1.00
<i>Doellingeria umbellata</i>	Flat-Top Aster	0.25
<i>Eupatorium perfoliatum</i>	Common Boneset	1.00
<i>Helenium autumnale</i>	Sneezeweed	1.00
<i>Iris virginica v. shrevei</i>	Blue Flag	4.00
<i>Lobelia cardinalis</i>	Cardinal Flower	0.25
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.25
<i>Lycopus americanus</i>	Common Water Horehound	0.25
<i>Mimulus ringens</i>	Monkey Flower	0.50
<i>Penthorum sedoides</i>	Ditch Stonewort	0.50
<i>Persicaria spp.</i>	Pinkweed Species	2.00
<i>Rudbeckia laciniata</i>	Wild Golden Glow	1.00
<i>Sagittaria latifolia</i>	Common Arrowhead	2.00
<i>Senna hebecarpa</i>	Wild Senna	2.00
<i>Sparganium eurycarpum</i>	Common Bur Reed	4.00
<i>Symphytichum puniceum</i>	Bristly Aster	1.00
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	0.50
<i>Verbena hastata</i>	Blue Vervain	1.50
<i>Verbesina alternifolia</i>	Wingstem	2.00
<i>Vernonia fasciculata</i>	Common Ironweed	2.00
Total		34.00

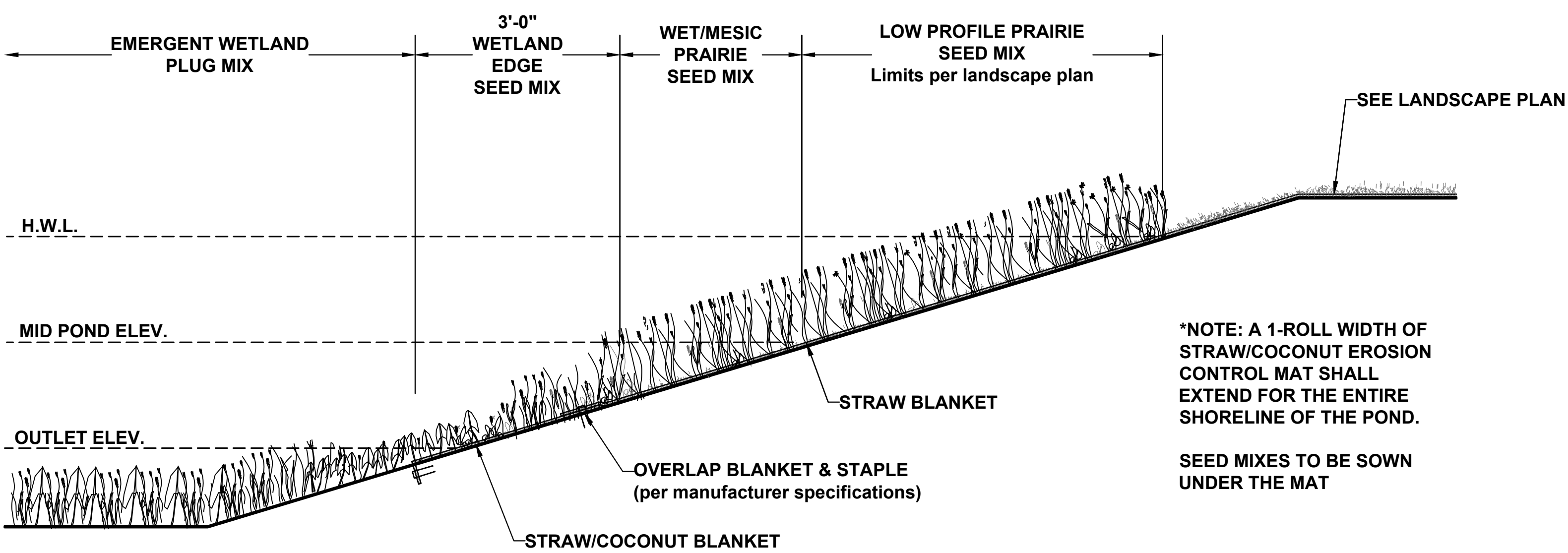
Low-Profile Prairie Seed Mix		
Apply @ 38.50 PLS pounds per acre		
Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses:		
<i>Bouteloua curtipendula</i>	Side-Oats Grama	16.00
<i>Carex spp.</i>	Prairie Sedge Species	4.00
<i>Elymus canadensis</i>	Canada Wild Rye	32.00
<i>Koeleria macrantha</i>	June Grass	1.00
<i>Panicum virgatum</i>	Switch Grass	1.00
<i>Schizachyrium scoparium</i>	Little Bluestem	36.00
Total		90.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	512.00
Total		512.00
Forbs:		
<i>Amorpha canescens</i>	Lead Plant	0.50
<i>Asclepias syriaca</i>	Common Milkweed	2.00
<i>Asclepias tuberosa</i>	Butterfly Weed	2.00
<i>Baptisia alba</i>	White Wild Indigo	2.00
<i>Chamaecrista fasciculata</i>	Partridge Pea	10.00
<i>Coreopsis lanceolata</i>	Sand Coreopsis	5.00
<i>Coreopsis palmata</i>	Prairie Coreopsis	1.00
<i>Dalea candida</i>	White Prairie Clover	1.50
<i>Dalea purpurea</i>	Purple Prairie Clover	1.50
<i>Desmanthus illinoensis</i>	Illinois Sensitive Plant	3.00
<i>Echinacea purpurea</i>	Broad-Leaved Purple Coneflower	8.00
<i>Eryngium yuccifolium</i>	Rattlesnake Master	2.00
<i>Lespedeza capitata</i>	Round-Headed Bush Clover	2.00
<i>Liatris aspera</i>	Rough Blazing Star	0.50
<i>Lupinus perennis v. occidentalis</i>	Wild Lupine	4.00
<i>Monarda fistulosa</i>	Wild Bergamot	0.50
<i>Oligoneuron rigidum</i>	Stiff Goldenrod	1.00
<i>Parthenium integrifolium</i>	Wild Quinine	1.00
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.50
<i>Penstemon hirsutus</i>	Hairy Beard Tongue	1.00
<i>Ratibida pinnata</i>	Yellow Coneflower	4.00
<i>Rudbeckia hirta</i>	Black-Eyed Susan	5.00
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	1.00
<i>Silphium terebinthinaceum</i>	Prairie Dock	1.00
<i>Solidago speciosa</i>	Showy Goldenrod	0.50
<i>Symphytichum ericoides</i>	Heath Aster	0.25
<i>Symphytichum laeve</i>	Smooth Blue Aster	1.00
<i>Symphytichum novae-angliae</i>	New England Aster	0.50
<i>Tradescantia ohioensis</i>	Common Spiderwort	1.00
<i>Verbena stricta</i>	Hoary Vervain	1.00
<i>Vernonia gigantea</i>	Smooth Tall Ironweed	1.50
<i>Veronicastrum virginicum</i>	Culver's Root	0.25
Total		66.00

Wet-to-Mesic Prairie Seed Mix		
Apply @ 36.19 PLS pounds per acre		
Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses:		
<i>Andropogon gerardii</i>	Big Bluestem	16.00
<i>Calamagrostis canadensis</i>	Bluejoint Grass	1.00
<i>Carex lurida</i>	Bottlebrush Sedge	3.00
<i>Carex stricta</i>	Common Tussock Sedge	1.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	1.00
<i>Elymus virginicus</i>	Virginia Wild Rye	24.00
<i>Juncus canadensis</i>	Canadian Rush	0.50
<i>Panicum virgatum</i>	Switch Grass	2.00
<i>Scirpus cyperinus</i>	Wool Grass	0.50
<i>Sorghastrum nutans</i>	Indian Grass	8.00
<i>Spartina pectinata</i>	Prairie Cord Grass	3.00
Total		60.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	512.00
Total		512.00
Forbs:		
<i>Asclepias syriaca</i>	Common Milkweed	2.00
<i>Baptisia alba</i>	White Wild Indigo	1.00
<i>Chamaecrista fasciculata</i>	Partridge Pea	10.00
<i>Coreopsis lanceolata</i>	Sand Coreopsis	4.00
<i>Coreopsis tripteris</i>	Tall Coreopsis	2.00
<i>Desmodium illinoense</i>	Illinois Tick Trefoil	0.50
<i>Doellingeria umbellata</i>	Flat-Top Aster	0.50
<i>Echinacea purpurea</i>	Broad-Leaved Purple Coneflower	4.00
<i>Eryngium yuccifolium</i>	Rattlesnake Master	2.00
<i>Helenium autumnale</i>	Sneezeweed	2.00
<i>Hellianthus grosseserratus</i>	Sawtooth Sunflower	0.50
<i>Lespedeza capitata</i>	Round-Headed Bush Clover	1.50
<i>Liatris spicata</i>	Marsh Blazing Star	1.00
<i>Monarda fistulosa</i>	Wild Bergamot	1.00
<i>Oligoneuron rigidum</i>	Stiff Goldenrod	1.00
<i>Parthenium integrifolium</i>	Wild Quinine	1.00
<i>Physostegia virginiana</i>	Obedient Plant	0.25
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	0.50
<i>Ratibida pinnata</i>	Yellow Coneflower	4.00
<i>Rudbeckia hirta</i>	Black-Eyed Susan	4.00
<i>Rudbeckia laciniata</i>	Wild Golden Glow	1.00
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	0.50
<i>Senna hebecarpa</i>	Wild Senna	2.25
<i>Silphium integrifolium</i>	Rosin Weed	1.00
<i>Silphium laciniatum</i>	Compass Plant	2.00
<i>Silphium perfoliatum</i>	Cup Plant	2.00
<i>Silphium terebinthinaceum</i>	Prairie Dock	3.00
<i>Solidago juncea</i>	Early Goldenrod	0.25
<i>Solidago rugosa</i>	Rough Goldenrod	0.25
<i>Symphytichum novae-angliae</i>	New England Aster	0.50
<i>Tradescantia ohioensis</i>	Common Spiderwort	1.25
<i>Vernonia fasciculata</i>	Common Ironweed	3.00
<i>Veronicastrum virginicum</i>	Culver's Root	0.25
<i>Zizia aurea</i>	Golden Alexanders	1.00
Total		61.00

Emergent Plug Mix
Plug Spacing @ 24" o.c.

Botanical Name	Common Name	%	Quantity
<i>Calamagrostis canadensis</i>	Blue Joint Grass	1.50	0
<i>Carex comosa</i>	Bristly Sedge	5.00	0
<i>Carex lacustris</i>	Common Lake Sedge	2.00	0
<i>Carex lupulina</i>	Common Hop Sedge	1.50	0
<i>Carex stricta</i>	Common Tussock Sedge	2.00	0
<i>Carex trichocarpa</i>	Hairy-fruited Lake Sedge	5.00	0
<i>Carex vulpinoidea</i>	Brown Fox Sedge	5.50	0
<i>Juncus effusus</i>	Common Rush	1.00	0
<i>Leersia oryzoides</i>	Rice Cut Grass	2.00	0
<i>Schoenoplectus acutus</i>	Hardstem Bulrush	1.00	0
<i>Schoenoplectus tabernaemontani</i>	Great Bulrush	3.00	0
<i>Scirpus pungens</i>	Chairmakers Rush	5.00	0
<i>Scirpus atrovirens</i>	Dark Green Rush	1.00	0
<i>Scirpus cyperinus</i>	Wool Grass Rush	2.00	0
Grass/Sedge/Rush Subtotal		37.50	0

<i>Acornus calamus</i>	Sweet Flag	3.00	0
<i>Alisma subcordatum</i>	Common Water Plantain	1.00	0
<i>Asclepias incarnata</i>	Swamp Milkweed	3.00	0
<i>Eutrochium maculatum</i>	Spotted Joe Pye Weed	2.00	0
<i>Hibissus moscheutos</i>	Swamp Rosemallow	3.00	0
<i>Iris virginica shrevei</i>	Blue Flag	12.00	0
<i>Lobelia cardinalis</i>	Cardinal Flower	2.00	0
<i>Lycopus americanus</i>	Waterhorehound	1.50	0
<i>Lythrum alatum</i>	Winged Loosestrife	2.00	0
<i>Mimulus ringens</i>	Monkey Flower	3.00	0
<i>Pontederia cordata</i>	Pickereelweed	2.00	0
<i>Sagittaria latifolia</i>	Common Arrowhead	13.00	0
<i>Solidago patula</i>	Swamp Goldenrod	2.00	0
<i>Sparganium eurycarpum</i>	Great Bur Reed	13.00	0
Wildflower Subtotal		62.50	0
SEED MIX TOTAL		100.00	0



SECTION - STORMWATER MANAGEMENT AREA LANDSCAPING

THREE-YEAR MANAGEMENT PERIOD ACTIVITIES

- The work consists of the Contractor conducting routine ecological management activities during the three-year management and monitoring period in the naturalized planting areas as shown on the landscape plan to assist the Contractor in meeting required performance standards.
- During the first two (2) growing seasons of the three-year period the Contractor shall high-mow the vegetation in the Prairie and/or Wet/Mesic Prairie areas several times during the growing season to ensure the vegetation does not exceed eighteen inches (18") in height. A rotary or flail type mower shall be used. During high-mowing, the vegetation shall be cut no lower than 6 to 9 inches so the native seeding are unharmed. Selective weed whipping can also be used if conditions are unfit (i.e., too wet) for a tractor, or if only small isolated areas of vegetation required cutting. In addition, cutting the inflorescence prior to seed set of many biennial species including teasel and sweet clover is an effective control method that can be utilized.
- The Contractor shall conduct chemical and/or mechanical weed control activities in all of the naturalized seeded areas for a three-year period following planting/seeding. The Contractor shall conduct four annual weed control application periods (total of twelve (12) for the three-year period). The Contractor is responsible to achieve a 95% kill of reed canary grass, purple loosestrife, thistle and common reed and 80% kill of other problematic, nuisance species to successfully complete each of the application periods specified below.
 - Application Period One (early spring):** problematic species such as, but not limited to, reed canary grass, red/white cover, cattails.
 - Application Period Two (late spring to mid-summer):** problematic species such as, but not limited to, reed canary grass, white/yellow sweet cover, cattails, wild carrot, purple loosestrife and common reed.
 - Application Period Three (mid to late summer):** problematic species such as, but not limited to, reed canary grass, ragweed, cattails, purple loosestrife and common reed.
 - Application Period Four (late summer to early fall):** problematic species such as, but not limited to, reed canary grass, red/white cover, common reed.
- Natural regeneration of cattails in the stormwater management facilities will likely occur following construction. As required by these planting specifications pre-planting weed control will be conducted if any problematic species are present. As for cattails, hand pulling cattails can be conducted when the cattails are small enough to ensure that the entire root is removed. Off-site disposal of cattails will be required. Larger cattails will require herbicide applications. Aggressive cattail control will be required after planting throughout the three-year management period to ensure plant establishment. After planting the hand-wick application method to control cattails shall be required.
- If permitted, the Contractor shall conduct a prescribed burn in the prairie areas during the third growing season. The Contractor shall obtain all the required burn permits from the Illinois Environmental Protection Agency, City or Village, and local fire protect district and prepare all necessary documents required for the permit including a Burn Plan.
- The Contractor shall irrigate all plant plugs as needed to achieve the survivorship requirements.
- The Contractor shall remove and dispose of all planting enclosures during the second year of the management period.

PERFORMANCE CRITERIA

- Within three (3) months of seed installation, at least 90% of the seeded area, as measured by aerial coverage, shall be vegetated. A minimum 90% vegetative coverage shall be maintained throughout and at the end of the three-year maintenance period for these areas. This standard does not apply to wetland plug areas (if planted).
- At the end of the second growing season, a minimum of 75% vegetative coverage in the wetland plug area(s) shall be achieved and maintained throughout the end of the three-year maintenance period (if planted).
- The stormwater management facilities shall not contain any rills greater than four inches (4") deep throughout and at the end of the three-year maintenance period.
- At the end of the second and third growing seasons, no area greater than 1.0 square meters on slope areas shall be devoid of vegetation.
- At the end of the second growing season, 30% seed mix presence for the prairie seed mix areas shall be achieved. At the end of the third growing season 50% seed mix presence for the prairie seed mixes shall be achieved.
- At the end of the third growing season, the top three dominate species based on aerial coverage shall NOT be non-native species, cattail or reed grass
- Relative coverage (determined by ocular estimation) of cattail shall be less than 10% throughout, and at the end of the three-year maintenance period.
- Relative coverage (determined by ocular estimation) of common reed, reed canary grass, and loosestrife in aggregate shall be less than 5% throughout, and at the end of the three-year maintenance period.
- Relative coverage (determined by ocular estimation) of thistle and teasel shall be less than 5% throughout, and at the end of the three-year maintenance period.
- Plugs (if planted) must achieve 90% survivorship one (1) year from plant installation.

The Contractor shall water plant plugs (if planted) as needed in order to meet the performance criteria. The cost to irrigate is incidental to the contract and shall be included in the Contractor's bid price. The Contractor shall also perform vegetative management for three years following planting as specified under the section "Three-year Monitoring and Reporting Activities" to assist with meeting the Contractor Performance Criteria. If performance criteria are not achieved, Contractor is responsible to conduct additional activities, which may include supplemental seeding, supplemental planting and additional years of vegetation management to rectify areas at no additional cost to the Owner to achieve performance.

16X12 NORWOOD GAZEBO



FREE STANDING PERGOLA

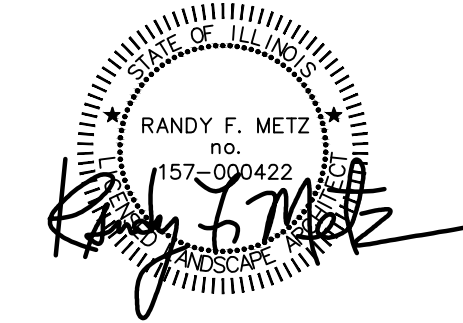
STAINED TO MATCH BUILDINGS

REVISIONS

3. Gazebo Dimensions	6-27-23
2. New Site Plan	5-30-23
1. New Site Plan/Village Review	5-18-23

**PROPOSED MULTI-FAMILY DEVELOPMENT
22825 N. PRAIRIE ROAD
BUFFALO GROVE, ILLINOIS**

SEAL:



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Lombard, Illinois 60148
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**TITLE
PRELIMINARY
LANDSCAPE
PLAN**

PROJECT NO.:

23-227

DATE:

4-27-2023

SCALE:

1"=30'

SHEET

L-2.0

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PLANT MATERIAL

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes furnishing of all materials, and the performance of all operation in connection with the planting of deciduous & evergreen trees, deciduous & evergreen shrubs, shrub roses, perennials, ornamental grasses, groundcover, bulbs (if any) and annual flowers (if any) in strict conformance with the project specifications and applicable drawings which are subject to the terms and conditions of the Contract.

1.2 GENERAL REQUIREMENTS

All plant material shall comply with the State of ILLINOIS and FEDERAL laws with respect to inspection for plant diseases and insect infestation. An inspection certificate required by law to this effect shall accompany each shipment. The Landscape Architect reserves the right to inspect the plant material at the place of growth but such inspection shall not preclude the right of rejection at the site.

1.3 APPLICABLE STANDARDS

- A. *American National Standards for Tree Care Operations*, ANSI A300, American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
- B. *American Standard for Nursery Stock*, ANSI Z60.1, American Nursery & Landscape Association, 1000 Vermont Avenue NW, Suite 300, Washington, D.C. 20005.
- C. *Hortus Third*, The Staff of the L.J. Bailey Hortorium, 1976, MacMillan Publishing Co., New York.
- D. All standards shall include the latest additions and amendments as of the dated of advertisement for bids.

PART 2 - MATERIALS

2.1 GENERAL

The Landscape Architect reserves the right to tag or inspect plants at the nursery but such inspection shall not preclude the right of rejection at the site. Contractor shall furnish and install all plants as shown on the drawing and in the quantities as actually designated on the drawings. The quantities shown on the plant list are included for convenience purposes only.

2.2 NOMENCLATURE

The names of the plants indicated on the drawings conform generally with those accepted in the nursery trade.

2.3 QUALITY AND SIZE

Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous, and free from insect pests, their eggs or larvae, plant diseases, and injuries. All plants shall be grown under climatic conditions similar to those which exist in the locality of the site for at least two (2) years and equal or exceed the measurements specified in the plant list. They shall be measured before pruning with branches in formal position. All necessary pruning shall be performed only at the time of planting. Trees will not be accepted which have their leaders cut or which have their leaders damaged so that cutting is necessary. Plants larger in size than specified may be used with the approval of the Landscape Architect but the use of larger plants will make no change in the contract price. Requirements for the measurement, branching, quality, bailing, and burrlapping of plants on the plant list shall follow the Code of Standards (Z60.1-most current edition) by the AMERICAN NURSERY & LANDSCAPE ASSOCIATION, formerly known as the AMERICAN ASSOCIATION OF NURSERYMEN, INC. All plant material with shriveled dry roots or which does not comply with the specifications will be rejected. All shrubs shall be at least twice transplanted and must have a fully developed fibrous root system typical of the stated species. All shrubs must be freshly dug immediately before shipping unless they are containerized. Pre-dug, healed-in plants may be considered only in special cases involving planting during the hot months between the spring and fall planting seasons. Use of such material will be allowed only upon the approval of the Landscape Architect and is subject to his said approval.

2.4 DELIVERIES

The Contractor shall take all precautions that are demanded by good trade practice to insure arrival of the plant material at the stated delivery point in good condition and without injury of any nature. Plants shall be covered properly to prevent drying, transit disease, or injury.

2.5 TEMPORARY STORAGE

Insofar as it is possible, plant material shall be planted on the day of delivery. In the event this is not possible, the Contractor shall protect the unplanted stock from sun and drying winds at all times. All balled and burrlapped plants shall be shaded from the sun, have their ball set off the ground and healed in with sawdust, peat, soil or other moisture-holding material and shall be kept moist. Plants should not remain unplanted for longer than three (3) days if in leaf. On-site storage shall be only in area(s) designated by the Owner.

2.6 SUBSTITUTIONS

Substitutions may be permitted only upon submission of written proof that the specified plant is not obtainable locally. Such substitution may be made only upon authorization by the Landscape Architect.

2.7 SELECTION

All plants shall be obtained from nurseries licensed by the State of Illinois and approved by the Landscape Architect. The Landscape Architect reserves the right to accompany the Contractor to the nurseries for the purpose of selecting (tagging) material. Plant sources located outside the State of Illinois must be approved by the Landscape Architect.

2.8 TOPSOIL

Topsoil for needed shall be imported. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:

- A. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
- B. pH: No lower than 5.0 nor higher than 8.0.
- C. TEXTURE: No more than 25 percent clay.
- D. SOLUBLE SALT: No more than 1000 ppm.
- E. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.9 MULCH

Mulch shall consist of the following:

A. MUSHROOM COMPOST

Mushroom compost shall be composed of well-rotted cattle or stable manure with an admixture of 15-30% topsoil and shall have been used for the commercial growing of at least one (1) crop of mushrooms.

B. SHREDDED HARDWOOD BARK (general mulching)

Shredded hardwood bark shall consist of finely shredded hardwood bark, free of sticks and leaves.

2.10 FERTILIZER & NUTRIENTS

Fertilizer shall be commercial fertilizer which shall be a complete fertilizer with the following approximate analysis:

- A. Shrubs
- Woodace (14-3-3) slow-release briquettes or acceptable equivalent approved by Landscape Architect.
- B. Roses
1. Woodace (14-3-3) slow-release briquettes
2. Superthrive liquid or acceptable equivalent approved by Landscape Architect.
- C. Perennials, Groundcover, Ornamental Grasses & Vines
- Osmocote (18-6-12) 8-month controlled release, or acceptable equivalent approved by the Landscape Architect.
- D. Annual Flowers
- Osmocote (14-14-14) 3-4 month controlled release or acceptable equivalent approved by the Landscape Architect.
- E. Bulbs
- Holland Bulb Booster (8-9-6) or acceptable equivalent approved by the Landscape Architect.
- F. Deciduous & Evergreen Trees
- No fertilizer required

2.11 TREE WRAPPING MATERIAL

- A. Wrap shall be - Breathable synthetic fabric tree wrap. White in color, delivered in 75 mm (3 in.) wide rolls. Specifically manufactured for tree wrapping. Tree wrap shall be "Breathable Fabric Tree Wrap" as manufactured by the Dewitt Company, Inc., Sikeston, MO, or approved equal. Submit manufacture literature for approval.
- B. Tags for securing the wrap shall be bio-degradable tape suitable for nursery use and which is expected to degrade in sunlight in less than two (2) years after installation.

2.12 WATER

Potable water shall be supplied by the Owner at no cost to the Contractor by way of an irrigation system, quick coupler system, hose bibs, hydrant meter or a designated fill-up source on site.

PART 3 - EXECUTION

Planting operations shall be conducted under favorable weather conditions during the season stated in the Contract. Before excavations are made the surrounding turf (if existing) shall be covered in a manner that will satisfactorily protect all turf areas that are to be trucked or hauled over and upon which soil is to be temporarily stocked. The Contractor shall be responsible for the restoration of all damaged existing turf. All restoration shall be sodded.

3.1 TIME SCHEDULE OF PLANTING OPERATION

Landscapeing shall be performed during the season or seasons which are normal for such work as determined by weather conditions and by accepted practice. Planting may be performed under unreasonable conditions without additional compensation, but such work must have the prior approval of the Landscape Architect and/or Owner in writing as to the time of work and methods of operations. Approval to plant under such conditions shall in no way relieve the Contractor from the guarantee provisions of these specifications.

PLANTING SEASON ACCEPTABLE TIME PERIOD

1. SPRING a. From time soil is workable to June 15 with the following exception:

- 1) Bare root materials (if any) shall cease on May 31

2. FALL

- a. Sept. 1 to Nov. 15 with following exceptions:

- 1) Evergreen Shrub planting to cease Oct. 31
- 2) Evergreen Tree planting to cease Oct. 15
- 3) Perennial & Ornamental Grass planting to cease Oct. 15

1. PACKING AND MARKETING

All seeds shall be delivered in suitable bags in accordance with standard commercial practice. Each bag shall be tagged or labeled as required by the law of the STATE OF ILLINOIS. The vendor's name shall show on or be attached to each bag together with a statement signed by the vendor showing: a) the kind of seed contained; b) the percentage of purity and germination; c) the percentage of hard seed, if any; d) a statement conforming to the laws of the STATE OF ILLINOIS heretofore mentioned showing percentage of weed seeds, if any. Seed which has become wet, moldy, or otherwise damaged will be rejected.

2.4 EROSION CONTROL BLANKET

1. STRAW BLANKET (if specified)
- a. S-75 Straw Blanket (North American Green)
- b. AEC Premier Straw Blanket (American Excelsior Company) or equivalent

2. STRAW/COCONUT BLANKET (if specified)
- a. SC-150 Straw/Coconut Blanket (North American Green)
- b. AEC Premier Straw/Coconut Blanket (American Excelsior Company) or equivalent

2.5 HYDROMULCH (if specified)

SoilCover Hydraulic Wood Mulch by Profile distributed by ERO-TEX (866)437-6839

2.6 SOD (if specified)

Sod shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation. It shall be fresh cut, live, nursery grown sod, not less than one and one half (1 1/2) inches thick having well-matted roots. The root zone shall be of good, fertile, natural mineral soil free from stones and debris. Peat sod will not be acceptable. The turf shall contain no bent or quack grass nor any other noxious weed growth. It shall be of firm tough texture having a compact growth of grass. The sod sections shall be standard in size (24 inches wide x 3 feet in length) and each section shall be strong enough to support its own weight and retain its size and shape when suspended vertically from a firm grasp on the upper ten (10%) percent of the section.

Before being cut and lifted, the sod shall have been mowed at least twice with a lawn mower and the final mowing not more than seven days before the sod is cut. Sod which is not placed within 48 hours of cutting shall not be used without the approval of the Owner and/or Landscape Architect.

The Owner and/or Landscape Architect, reserves the right to inspect the sod at the source before cutting and areas that fail to meet with his approval shall not be cut for the purpose of supplying material under the contract. The Owner and/or Landscape Architect shall be permitted to take such samples as he may select. All sod shall be fresh and green when placed. Any sod that is dried out, burned, inferior in quality to said samples, or in any way failing to meet the requirements of these specifications will be rejected and the Contractor shall immediately remove such rejected material from the premises of the project and supply suitable material in its place.

1. BLUEGRASS SOD shall be a blend of at least three (3) cultivars of Kentucky bluegrass grown on a mineral base.

2. SALT SOD (if specified) shall be a blend of Kentucky Bluegrass, "Fults" Alkali Grass (Puccinellia Distans), Perennial Ryegrass and other types as approved by the Landscape Architect grown on a mineral base.

2.7 WATER

The Owner shall provide at no cost, sufficient water for the Contractor to maintain plant materials and seeded and sodded areas in accordance with the requirements of the applicable technical specifications. Potable water shall be supplied by the Owner by way of a permanent underground irrigation system, quick coupler system, hose bibs, fire hydrants or a designated fill-up source for mobile tanks. When water is provided by way of fire hydrants, it shall be the Contractor's responsibility to be completely familiar with all local ordinances concerning the use of this water supply. If a meter is required, it is the Contractor's responsibility to obtain, store and return the meter. All fees incurred by the Contractor in obtaining the meter and utilizing the water supply will be reimbursed to him by the Owner.

In the event that the on-site water supply is curtailed or terminated by the Owner or by ordinance during the period the Contract is in effect, or that there is no on-site sources of water, the Contractor shall supply water from off-site in sufficient quantities to complete the job. Compensation for this additional item will be in accordance with a solicited price quote. If authorization to supply off-site water is not given to the Contractor by the Owner, when the Owner is unable to supply the water in sufficient quantities, the Contractor shall not be less responsible for damage to new plantings (plant materials & sod) or failure of seed to germinate and grow caused a direct result of an inadequate water supply.

PART 3 - EXECUTION

3.1 SEED - The accepted seasons for sowing seed in lawn areas shall be defined as follows:

PLANTING SEASONS SPRING FALL

Turf grass April 1 to May 31 Aug. 15 to Sept. 30

* or as soon as the soil is free of frost and in a workable condition.

Seeding during other time periods shall require the approval of the Owner and/or Landscape Architect. All sowing of seed shall be completed after all trees and shrubs have been installed, if any.

3.2 SOD - The accepted seasons for laying sod shall be as follows:

1. SPRING SODDING shall be performed from the time the soil becomes workable and unfrozen sod becomes available to June 15.
2. FALL SODDING shall be performed from August 15 to October 31.

Sodding during the summer season, defined as June 16 to August 14, will be acceptable if the area is served by an operational irrigation system. Sodding after November 1 shall be considered unseasonable and will require the approval of the Landscape Architect or Owner.

3.3 REQUIRED MAINTENANCE

The Contractor shall be responsible for maintaining all newly seeded and sodded areas until such a time as these areas are granted acceptance by the Owner and/or Landscape Architect. Maintenance during this time period shall consist of watering, mowing, fertilization and herbicide application, as well as any other horticultural practices necessary to establish an acceptable stand of grass.

A. WATERING

1. The Contractor shall water all newly seeded areas once immediately upon completion. Additional watering shall be performed as needed in the absence of adequate rainfall. All water should be applied as a spray or dispersion to prevent run-off or damage. The Contractor shall be responsible for watering until turf is established and accepted. If the Owner supplies an in-ground irrigation system, the Contractor shall be responsible for monitoring the effectiveness of the system and shall report any problems with the system to the Owner immediately, followed up in writing. If the Owner does not provide an irrigation system, then additional watering shall be performed in accordance with the Supplemental Bids where alternate watering prices shall be quoted. If this work item is not included as part of the original Contract, it must be authorized. Compensation shall be in accordance with the Supplemental Bid Prices. If the Owner fails to supply water or authorize supplemental watering the Contractor's warranty for providing an established stand of turf will be voided.

2. The Contractor shall water all newly installed sod immediately. The Contractor shall remain responsible for watering through three (3) applications. If the Owner supplies an in-ground irrigation system included in the scope of these improvements, the Contractor shall be responsible for monitoring the effectiveness of the system and shall report any problems with the system to the Owner immediately, followed up in writing. If the Owner does not provide an irrigation system, then additional watering shall be performed in accordance with the Supplemental Bids where alternate watering prices shall be quoted. If this work item is not included as part of the original Contract, it must be authorized. Compensation shall be in accordance with the Supplemental Bid Prices. If the Owner fails to supply water or authorize supplemental watering the Contractor's warranty for providing an established stand of turf will be voided. Watering after the required three (3) waterings shall be the responsibility of the Owner, or in accordance with authorized supplemental watering.

B. MOWING

1. The Contractor shall mow all seeded areas three (3) times. The three (3) mowings shall be performed once the turf has reached a height of three inches (3") and shall maintain the turf at 2-2 1/2". At no time should more than 1/3 of the leaf blade be removed by any mowing.
2. The Contractor shall mow all sodded areas once. The one (1) mowing shall be performed once the turf has reached a height of three inches (3"). At no time should more than 1/3 of the leaf blade be removed by any mowing.

C. FERTILIZATION

1. Seeded areas after completion of the second required mowing, the Contractor shall apply an 18-5-9 commercial fertilizer at the rate of 15 pounds per 1,000 square feet (650 lbs/ac.) to all turf areas using a mechanical spreader and by making two (2) passes at right angles to each other.
2. Sodded area after completion of the required mowing, the Contractor shall apply an 18-5-9 commercial fertilizer at the rate of 15 pounds per 1,000 square feet (650 lbs/ac.) to all turf areas using a mechanical spreader and by making two passes at right angles to each other.

D. HERBICIDE

The Contractor shall be responsible for one (1) application of a weed control product no sooner than the second mowing with the areas seeded. The product shall reflect the specific weed problem which may exist.

3.4 ACCEPTANCE

Acceptance of seeded areas will be determined by the Owner and/or Landscape Architect.

Acceptance shall be granted upon conformance with the following:

1. Grass shall display a reasonably uniform distribution of grass plants.
2. Grass shall display vigorous growth and be green and healthy in appearance.
3. Grass shall have received the required mowings, fertilization and herbicide application.

The Contractor shall not be held liable for damage incurred to the seed areas caused by deicing compounds, toxic substances, fertilizers, pesticides and other materials not specified or not applied by him or under his supervision, nor those damages caused by vandalism or acts of nature.

3.5 GUARANTEE

The Contractor shall guarantee the provision of a green, healthy relatively weed free turf at the time of acceptance.

3.2 WATERING

All plants shall receive a thorough watering immediately after installation. During times of extreme heat, all evergreen and deciduous trees shall receive a minimum of 10 gallons of water per tree per watering up to two (2) additional waterings shall be performed as needed. The use of drip irrigation tree bags are encouraged (e.g., gatorbags). All additional waterings will be performed by the Owner or in accordance with a Change Order per the Supplemental Bid prices for additional watering.

3.3 MAINTENANCE

Maintenance shall be performed by the Contractor as follows:

A. TEMPORARY MAINTENANCE

The Contractor shall be responsible for the total maintenance of all plant material until such a date as all landscape operations have received Preliminary Acceptance. Temporary maintenance shall begin immediately after each plant is installed and shall include up to three (3) waterings, and all necessary cultivation, weeding, pruning, disease and insect pest control, protective spraying, resetting of plants to proper grades or upright position, restoration of damaged planting saucers, and any other procedure consistent with good horticultural practice necessary to insure normal, vigorous, and healthy growth of all work under this Contract. Upon the Preliminary Acceptance of all planted areas, the responsibility for plant maintenance rests solely with the Owner, with the following exceptions.

B. CONTINUED MAINTENANCE

For the duration of the guarantee period the Contractor shall be responsible for the resetting of settled plants, the straightening of plants which are not plumb and the tightening of tree guys (if utilized). All other maintenance is the responsibility of the Owner. However, it is the Contractor's responsibility to occasionally inspect the quality of the Owner's maintenance.

3.4 ACCEPTANCE

A. PRELIMINARY PLANTING ACCEPTANCE

Preliminary planting acceptance shall be given for completed planting operations for the purpose of the Contractor becoming eligible for payment for this portion of the Contract work. In order to obtain Preliminary Acceptance, the Contractor shall notify the Owner and/or Owner's Representative by phone or in writing at the conclusion of all planting operations so that preliminary acceptability by way of a field inspection can be performed. In order for an area to be accepted on a preliminary basis, it shall conform to the following:

1. All plant material shall be in conformance with the Drawings with respect to quality, size, species and location, except those items accepted or revised in the field by the Landscape Architect.
2. All plant material shall be in a healthy condition, as defined under the guarantee requirements stated below in Section 3.14.

B. FINAL PLANTING ACCEPTANCE

Final planting acceptance shall be granted after the completion of all replacement operations required fulfilling the guarantee stated below.

On or about the expiration of the one-year (1 year) guarantee, a follow-up inspection will be made by the Owners and/or Owner's Representative to determine replacements required to be made by the Contractor in accordance with the provisions of these specifications. The inspector will document his/her findings in a field report. Upon completion of the replacement program, the Owner and/or Owner's Representative shall conduct an inspection to determine the acceptability of the required replacements. If it is found to be acceptable as defined by Item A above, the Contractor and the General Contractor shall be notified in writing of the final acceptance of work.

3.5 GUARANTEE

The Contractor shall guarantee for a period of one (1) year the replacement of any permanent plant which has died, or is in a dying condition, or which has failed to flourish in such a manner that its usefulness or appearance has been impaired. Any tree with a dead main leader or with a crown which is twenty-five percent (25%) or more dead shall be replaced. These guarantees shall be in accordance with the following:

A. ONE YEAR PERIOD

The one (1) year period shall begin on the date of Preliminary Acceptance of all plant material.

B. REPLACEMENTS & DAMAGES

The decisions of the Owner and/or Owner's Representative for required replacements shall be conclusive and binding upon the Contractor. The Contractor shall also be responsible for repairing damage to persons and property also caused by defective workmanship and materials.

C. EXCLUSIONS

The Contractor shall not be liable for the replacement of plants which were damaged by animals, by deicing compounds, fertilizers, pesticides or other materials not specified by the Contract documents or not applied by him under his supervision, by relocating or removal by others, by Acts of God, by vandalism or by terrorism.

D. GUARANTEE PERIOD INSPECTION

During the guarantee period, the Contractor shall, from time to time, inspect the watering, cultivation, and other maintenance operations carried on by the Owner with respect to such work, and promptly report to the Owner any methods, practices or operations which he considers unsatisfactory, and not in accord with his interests or good horticultural practices. The failure of the Contractor to so inspect or report shall be construed as an acceptance by him of the Owner's maintenance operations, and he shall not thereafter claim or assert that any defects which may later develop are the result of such methods or practices or operations.

TURF GRASS

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes finish grading, furnishing fertilizer, seed and/or sod as specified and performance of all operations in connection with seeding and/or sodding in strict accordance with the applicable Drawings and subject to the terms and conditions of the Contract.

1.2 EQUIPMENT

The Contractor shall provide and maintain equipment suitable for the execution and completion of the work specified in accordance with (IDOT) Standard Specifications. All equipment shall be operated by personnel trained in the operation of such equipment.

PART 2 - PRODUCTS

2.1 TOPSOIL

Topsoil for planting operations shall be obtained from an on-site stockpile generated from site stripping. In the event that none is available, needed topsoil shall be imported from an off-site source. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:

1. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
2. pH: No lower than 5.0 nor higher than 8.0.
3. TEXTURE: No more than 25 percent clay.
4. SOLUBLE SALT: No more than 1000 ppm.
5. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.2 COMMERCIAL FERTILIZER AND DELIVERY

Fertilizer shall be delivered to the site in unopened, original containers, each bearing name and address of the manufacturer, name brand, or trademark, and manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it unusable to use, will not be accepted. Fertilizer shall not have been exposed to weather prior to delivery on the site and after delivery until used. It shall be completely protected at all times and shall not be stored in direct contact with the ground.

A. FERTILIZER STRENGTH

The fertilizer shall be a complete fertilizer containing a minimum basis percentage by weight of the following:

1. PRIOR TO SEEDING AND/OR SODDING 6-24-24
- Nitrogen..... 6%
- Phosphorous..... 24%
- Potash..... 24%

2. AFTER SEEDING AND/OR SODDING 18-5-9
- Nitrogen..... 18%
- Phosphorous..... 5%
- Potash..... 9%

- a) One-quarter of the nitrogen shall be in the form of nitrates, one-quarter in the form of ammonia salts, and one-half in the form of organic nitrogen.
- b) Available phosphoric acid shall be derived from super-phosphate having a minimum guaranteed analysis of 20% of available phosphate.
- c) The potash shall be in the form of sulphate of potash.

The balance of the fertilizer shall be made up of materials usually present in such a product. It shall be free from dust, sticks, sand, stone, or other debris.

2.3 GRASS SEED (if specified)

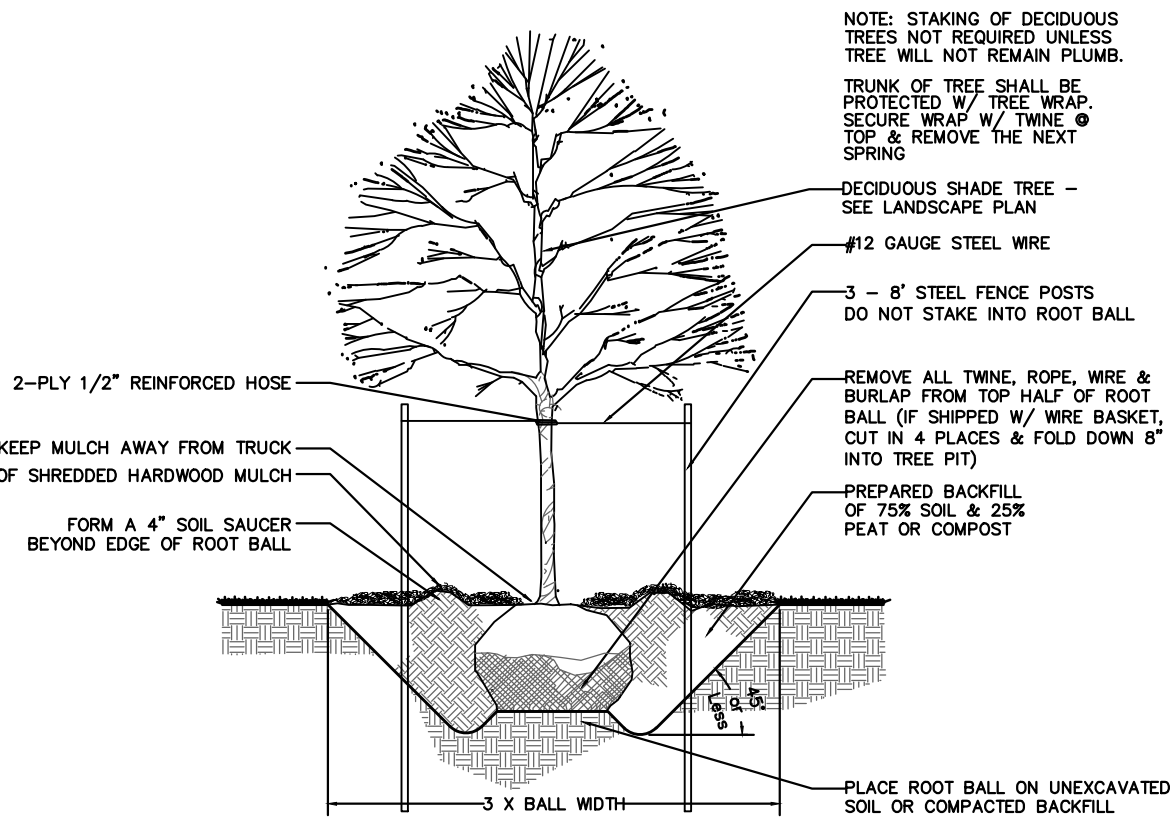
Grass seed shall be reclaimed seed of the previous season's seed crops. All seed shall meet requirements established by the State and Federal Seed and Weed Controls Laws. The grass seed mixture shall be composed of the following grass seeds mixed in proportions by weight and shall meet or exceed the minimum percentages of purity and germination as indicated.

PROPORTION BY WEIGHT TYPE OF GRASS

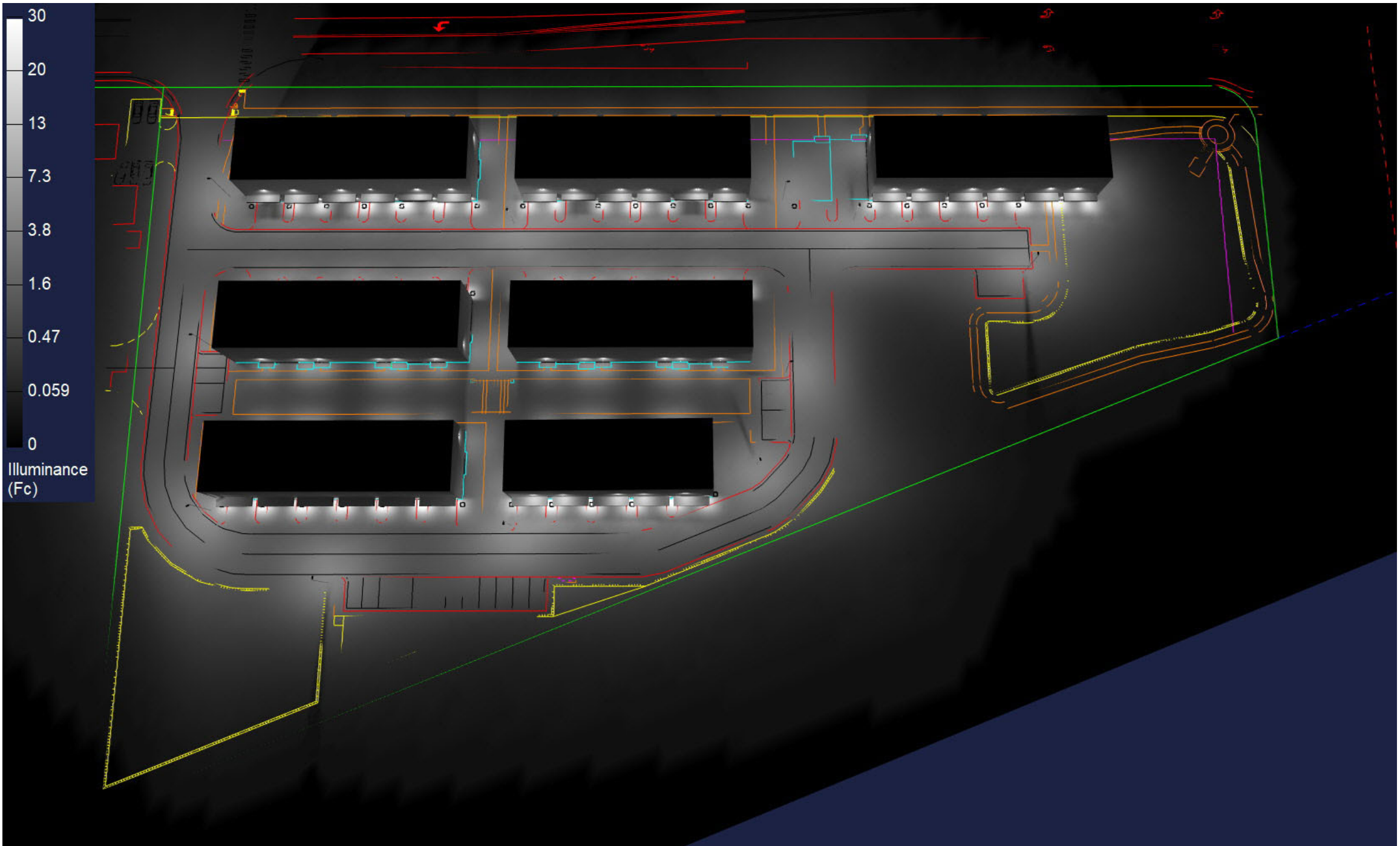
1. CONVENTIONAL TURF GRASS MIX (if specified)
- 60%..... KENTUCKY BLUEGRASS (blend of 3 cultivars)
- 30%..... PERENNIAL RYEGRASS (blend of 2 cultivars)
- 10%..... CREEPING RED FESCUE
- (Apply at 7 lbs./1,000 S.F. for mechanical seeding)

2. SALT TOLERANT MIX (if specified)
- 40%..... FULTS' ALKALI GRASS (PUCCINELLIA DISTANS)
- 30%..... CREEPING RED FESCUE
- 20%..... KENTUCKY BLUEGRASS
- 10%..... PERENNIAL RYEGRASS
- (Apply at 5 lbs./1,000 S.F. for mechanical seeding)

The percentage of hard seed included as a part of the germination percentage of any lot of seed, shall not exceed twenty. Kentucky bluegrass seed shall weigh a minimum of 28 pounds to the nearest measured bushel. Weed seed content shall not exceed 0.23%.



Luminaire Schedule									
All quotes/orders generated from this layout must be forwarded to the Local Rep Agency									
Symbol	Qty	Tag	Label	Lum. Lumens	LLF	Description	Lum. Watts	Total Watts	BUG Rating
	11	L1	A17-3T70N	10122	1.000	A17 Type III 70W	70.05	770.55	B2-U0-G2
	125	L2	SLIM12N	1813	1.000	Slim wallpack 12W 4000K	14.1	1762.5	B1-U0-G0
	41	L3	RDLFA-6R12_ 595CCT120WB	1016	1.000	6in Wafer Downlight 12W 4000K	11.3	463.3	N.A.

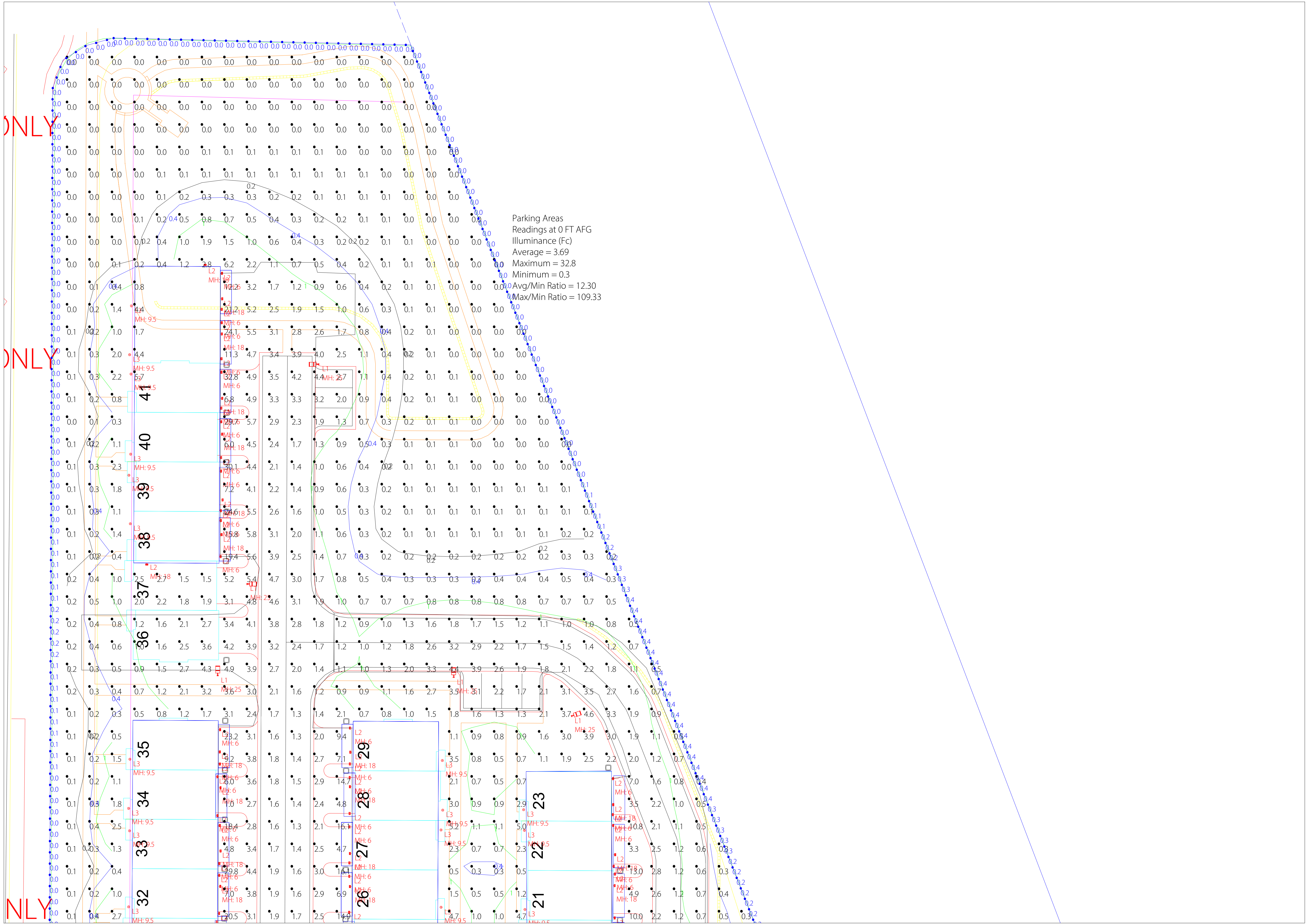


Scale: 1 inch= 40 Ft.

Scale: as noted	PROJECT #209797
Date:5/26/2023	CASE #1109753
Filename: 22825 N Prairie Ave 1109753B.AGI	
Drawn By: Shaun Fillion, LC CLCP	

Prepared For:
Casey Electric
1001 Industrial Dr.
Bensenville, IL 60106

Packet Pg. 419



Scale: 1 inch= 20 Ft.

Parking Areas
Readings at 0 FT AFG
Illuminance (Fc)
Average = 3.69
Maximum = 32.8
Minimum = 0.3
Avg/Min Ratio = 12.30
Max/Min Ratio = 109.33



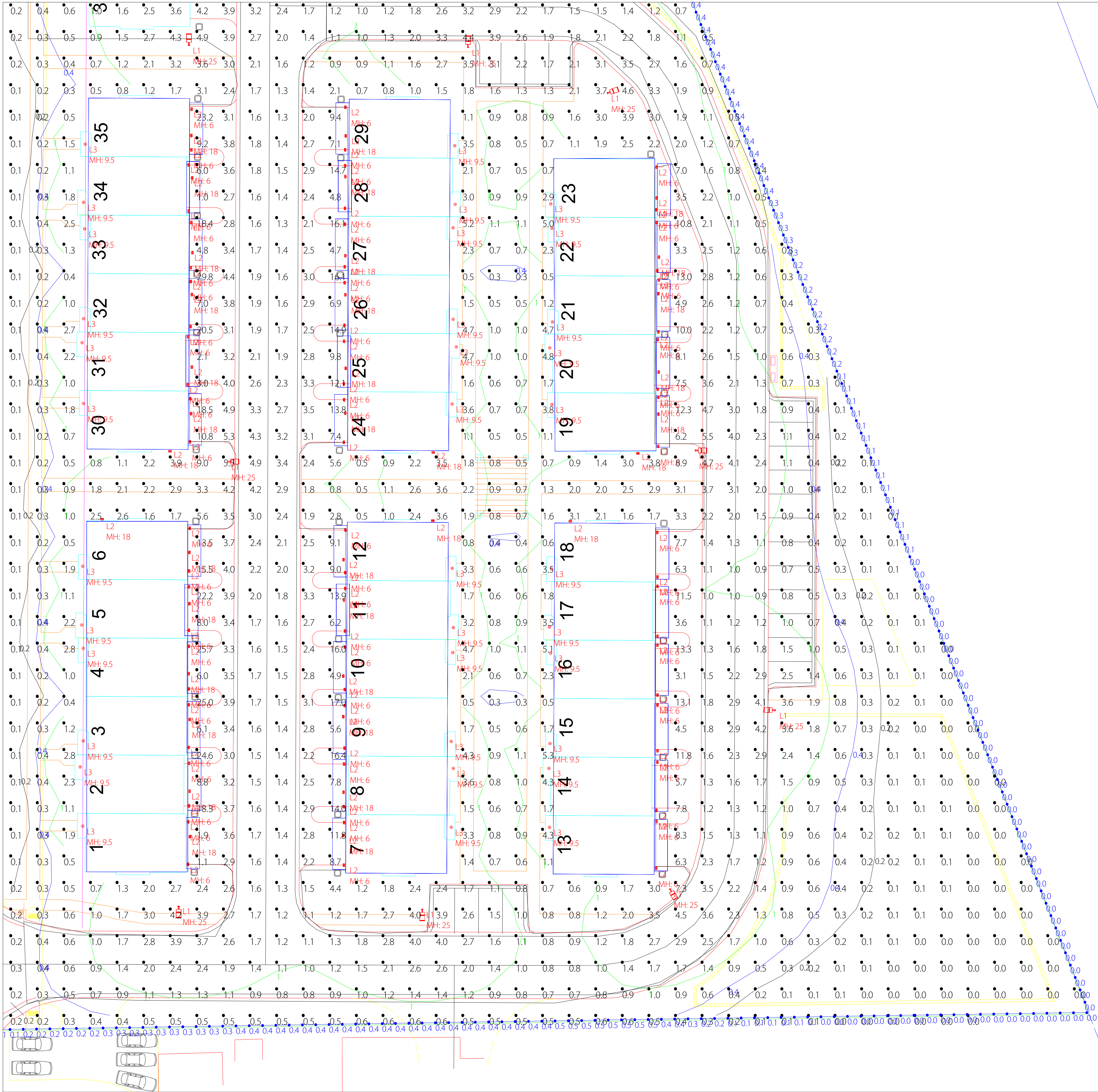
Prepared For:
Casey Electric
1001 Industrial Dr
Bensenville, IL 60106

Job Name:
22825 N. Prairie Ave.
Buffalo Grove, IL
Lighting Layout
Version B

Scale: as noted
Date: 5/26/2023
Filename: 22825 N Prairie Ave 1109/53B.AGI
Drawn By: Shaun Fillion, LC CLCP

PROJECT #209797
CASE #1109753

Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie Road)



Scale: 1 inch= 20 Ft.

408 W 14th Street, New York, NY 10014
888.722.1000 • rablighting.com

Prepared For:

Casey Electric
1001 Industrial Dr
Bensenville, IL 60106

Job Name:

22825 N. Prairie Ave.
Buffalo Grove, IL

Lighting Layout
Version B

PROJECT #209797

Scale: as noted

Date: 5/26/2023

Filename: 22825 N Prairie Ave 1109753B.AGI

Drawn By: Shaun Fillion, LC CLCP

Plot TO 22"X34" PAGE 1

9.D.C

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie Road)

The Lighting Analysis, Case Study, Design Analysis and this Lighting Layout Plan are provided by RAB Lighting Inc. ("RAB") represents an anticipated prediction of lighting system performance based upon design parameters and information supplied by others. RAB does not warrant, either implied or stated, nor represents the appropriateness, completeness or suitability of the Lighting Design as compliant with any applicable regulatory code requirements with the exception of those expressly stated on drawings created and submitted by RAB. The Lighting Design is issued, in whole or in part, as advisory documents for informational purposes only, and is not intended for construction nor as a part of a project's construction documentation package and should not be relied upon for any purpose.

RAB does not warrant, either implied or stated, nor represents the appropriateness, completeness or suitability of the Lighting Design as compliant with any applicable regulatory code requirements with the exception of those expressly stated on drawings created and submitted by RAB. The Lighting Design is issued, in whole or in part, as advisory documents for informational purposes only, and is not intended for construction nor as a part of a project's construction documentation package and should not be relied upon for any purpose.

Immediately prior to any party ordering RAB products used in the Lighting Design, the ordering party must verify that the luminaire output of the fixtures being ordered (as shown on RAB's website) match the luminaire output shown in the Lighting Design. Occasionally, Lighting Designs previously provided use fixtures that are then replaced prior to an order and such updates could change the luminaire output of the fixture. This in turn, could impact the installed lighting performance that differs from the Lighting Design.

Filename: C:\11\Beane\Shaun Fillion\22825 N. Prairie Ave 1109753B.AGI

Packet Pg. 421



Color: Bronze

Weight: 10.8 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current
120V	0.70A
208V	0.40A
240V	0.35A
277V	0.30A
Input Watts	69.8W

LED Info

Watts	70W
Color Temp	4000K (Neutral)
Color Accuracy	72 CRI
L70 Lifespan	100,000 Hours
Lumens	10,148 lm
Efficacy	145.3 lm/W

Technical Specifications

Compliance

UL Listed:

Suitable for wet locations

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

IP Rating:

Ingress protection rating of IP65 for dust and water

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.
DLC Product Code: PL0M2HOLUOND

Electrical

Driver:

Constant Current, Class 2, 120-277V, 50/60Hz, 120V: 0.70A, 208V: 0.40A, 240V: 0.35A, 277V: 0.30A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD:

3.26% at 120V, 13.34% at 277V

Power Factor:

99.5% at 120V, 91.6% at 277V

Surge Protection:

10kV

Performance

Lifespan:

100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Construction

IES Classification:

The Type III distribution is ideal for roadway, general parking and other area lighting applications where a larger pool of lighting is required. It is intended to be located near the side of the area, allowing the light to project outward and fill the area.

Cold Weather Starting:

The minimum starting temperature is -40°C (-40°F)

Maximum Ambient Temperature:

Suitable for use in up to 40°C (104°F)

Lens:

Polycarbonate lens

Technical Specifications (continued)

Construction

Housing:

Die-cast aluminum housing, lens frame and mounting arm

Vibration Rating:

3G vibration rating per ANSI C136.31

EPA:

- 1 Fixture: 0.46
- 2 Fixtures at 90°: 0.60
- 2 Fixtures at 180°: 0.93
- 3 Fixtures at 90°: 0.93
- 4 Fixtures at 90°: 0.93

EPA with Slipfitter & Adjustable Arm Mounting Accessories (Sold Separately)

- 1 Fixture: 0.66
- 2 Fixtures at 90°: 0.80
- 2 Fixtures at 180°: 1.32
- 3 Fixtures at 90°: 1.32
- 4 Fixtures at 90°: 1.32

Mounting:

Universal mounting arm compatible for hole spacing patterns from 1" to 5 1/2" center to center. Round Pole Adaptor plate included as a standard. Easy slide and lock to mount fixture with ease. Round pole diameter must be >4" to mount fixtures at 90° orientation.

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

LED Characteristics

LEDs:

Long-life, high-efficiency, surface-mount LEDs

Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Other

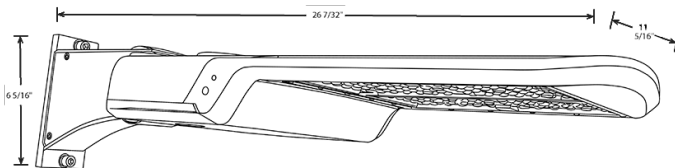
5 Yr Limited Warranty:

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- 0-10V Dimming, standard
- 100,000-hour LED lifespan
- 5-Year, limited warranty

A17-3T70N

Ordering Matrix

Family		Distribution	Wattage/Lumens	Mounting	Color Temp	Driver	Options
A17	-	3T	70		N		
		3T = Type III	150 = 150W/22,500LM	Blank = Universal Pole Mount	Blank = 5000K Cool	Blank = 120-277V, 0-10V	Blank = No Option
		4T = Type IV	200 = 200W/30,000LM	SF = Slipfitter (Factory installed	N = 4000K Neutral	Dimming	/3PRS = 3-pin Receptacle and
		5T = Type V	240 = 240W/36,000LM	SF available in 150W)		/480 = 480V, 0-10V	Shorting Cap
			300 = 300W/45,000LM			Dimming ¹	/7PRS = 7-pin Receptacle and
			375 = 375W/51,800LM				Shorting Cap
			70 = 70W/10,000LM				/MVS = Microwave Motion
			100 = 100W/15,000LM				Sensor
							/LC = Lightcloud® Controller

¹ 480V driver available standard on 150W and 300W and by special order on 100, 240 and 375W. Not available on 70W or 200W models.

Type II distribution available as special order

Wall mount and adjustable universal pole mount available as optional field-installed accessories



Square steel poles drilled for 2 Area Lights at 180°. Designed for ground mounting. Poles are stocked nationwide for quick shipment. Protective packaging ensures poles arrive at the job site good as new.

Color: Bronze

Weight: 167.6 lbs

Project:

Type:

Prepared By:

Date:

Technical Specifications

Compliance

CSA Listed:

Suitable for wet locations

Construction

Shaft:

46,000 p.s.i. minimum yield.

Hand Holes:

Reinforced with grounding lug and removable cover

Base Plates:

36,000 p.s.i. minimum yield.

Shipping Protection:

All poles are shipped in individual corrugated cartons to prevent finish damage

Color:

Bronze powder coating

Height:

25 ft.

Weight:

168 lbs

Gauge:

11

Wall Thickness:

1/8"

Shaft Size:

4"

Hand Hole Dimensions:

3" x 5"

Bolt Circle:

8 1/2"

Base Dimension:

8"

Technical Specifications (continued)

Construction

Anchor Bolt:

Galvanized anchor bolts and galvanized hardware and anchor bolt template. All bolts have a 3" hook.

Anchor Bolt Templates:

WARNING Template must be printed on 11" x 17" sheet for actual size. CHECK SCALE BEFORE USING. Templates shipped with anchor bolts and available [online](#).

Pre-Shipped Anchor Bolts:

Bolts can be pre-shipped upon request for additional freight charge

Max EPA's/Max Weights:

70MPH 4.3 ft./275 lb.
80MPH 1.7 ft./270 lb

Other

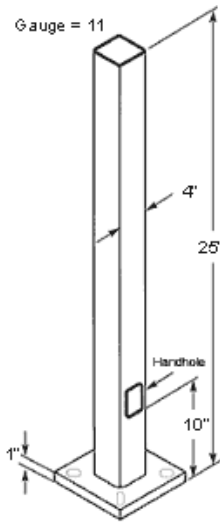
Terms of Sale:

Pole Terms of Sale is available [online](#).

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- Designed for ground mounting
- Heavy duty TGIC polyester coating
- Reinforced hand holes with grounding lug and removable cover for easy wiring access
- Pole caps, base covers & bolts are sold separately
- Custom manufactured for each application



12, 18 and 26 Watt SLIM wall packs are ultra efficient and deliver impressive light distribution with a compact low-profile design that's super easy to install as a downlight or uplight.

Color: Bronze

Weight: 4.2 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current
120V	0.13A
208V	0.08A
240V	0.07A
277V	0.06A
Input Watts	14.9W

LED Info

Watts	12W
Color Temp	4000K (Neutral)
Color Accuracy	75 CRI
L70 Lifespan	100,000 Hours
Lumens	2,039 lm
Efficacy	136.8

Technical Specifications

Compliance

UL Listed:

Suitable for wet locations. Suitable for mounting within 1.2m (4ft) of the ground.

IP Rating:

Ingress protection rating of IP66 for dust and water

ADA Compliant:

SLIM™ is ADA Compliant

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.

DLC Product Code: PGJBD3AQ

Electrical

Driver:

Constant Current, Class 2, 120-277V, 50-60Hz, 120V: 0.13A, 208V: 0.08A, 240V: 0.07A, 277V: 0.06A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD:

5.19% at 120V, 8.55% at 277V

Power Factor:

99.4% at 120V, 94% at 277V

LED Characteristics

LEDs:

Long-life, high-efficacy, surface-mount LEDs

Color Consistency:

3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Color Stability:

LED color temperature is warrantied to shift no more than 200K in color temperature over a 5-year period

Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines for the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Performance

Lifespan:

100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Wattage Equivalency:

Equivalent to 70W Metal Halide

Construction

Cold Weather Starting:

The minimum starting temperature is -40°C (-40°F)

Maximum Ambient Temperature:

Suitable for use in up to 40°C (104°F)

Housing:

Precision die-cast aluminum housing

Mounting:

Heavy-duty mounting bracket with hinged housing for easy installation

Recommended Mounting Height:

Up to 8 ft.

Lens:

Tempered glass lens

Reflector:

Specular thermoplastic

Gaskets:

High-temperature silicone

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

Technical Specifications (continued)

Other

Patents:

The design of the SLIM™ is protected by patents in U.S. Pat D681,864, and pending patents in Canada, China, Taiwan and Mexico.

HID Replacement Range:

Replaces 70W Metal Halide

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Buy American Act Compliance:

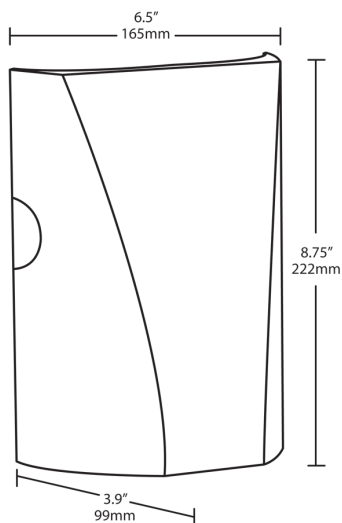
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Optical

BUG Rating:

B1 U0 G0

Dimensions



Features

- Full cutoff, fully shielded LED wall pack
- Can be used as a downlight or uplight
- Contractor friendly features for easy installation
- 100,000-hour LED Life
- 5-Year, No-Compromise Warranty

Ordering Matrix

Family	Wattage	Color Temp	Finish	Driver	Options
SLIM	12	N			
12 = 12W	Blank = 5000K Cool	Blank = Bronze	Blank = 120-277V, 0-10V Dimming	Blank = No Option	
18 = 18W	N = 4000K Neutral	W = White	/D10 = 120-277V, 0-10V Dimming	/PC = 120V Button	
26 = 26W	Y = 3000K Warm			/PC2 = 277V Button	
				/LC = Lightcloud® Controller	

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie



Color: White

Weight: 0.9 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current
120V	0.12A
208V	N/A
240V	N/A
277V	N/A
Input Watts	12.5W

LED Info

Watts	12W
Color Temp	2700K/3000K/3500K/4000K/5000K
Color Accuracy	90 CRI
L70 Lifespan	50,000 Hours
Lumens	1,000 lm
Efficacy	80

Technical Specifications

Performance

Description:

Deep regress remote driver downlight looks like a traditional recessed retrofit but without the need of a traditional downlight housing. With the flexibility to choose from 5 field selectable color temperatures 2700K, 3000K, 3500K, 4000K, 5000K and suitable for dry, damp, and wet locations, making them perfect for both indoor and outdoor use.

Product Type:

Recessed Downlights

Input Wattage:

12.5W

Lumens (Nominal):

1,000 Lm

Efficacy:

80 Lm/W

L70 Lifespan:

50,000-Hour LED lifespan based on IES LM-70 results

Compliance

UL Listed:

Suitable for wet locations

Energy Star Approved:

ENERGY STAR® Version 2.2 Certified

Energy Star ID:

2388931

Electrical

Dimming Driver:

TRIAC compatible dimmer with dimming as low as 10%.

THD:

≤20%

Power Factor:

≥0.9

Flicker:

<5%

Input Voltage:

120V

Operating Frequency:

60Hz

Construction

Material:

Metal

Trim Style:

Baffle

Shape:

Round

Mounting:

Recessed ceiling

LED Characteristics

R9 Value:

High color performance with R9 greater than or equal to 50

Other

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Trade Agreements Act Compliant:

This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

RDLFA-6R12.595CCT120WB

Operating Temperature:

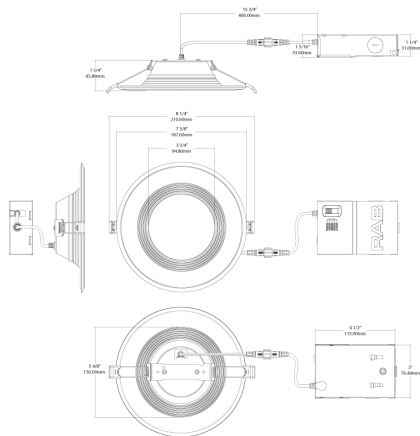
-20°C (-4°F) to 40°C (104°F)

Size:

6"

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie

Dimensions



Features

- 5 color temperatures in 1 SKU (2700K, 3000K, 3500K, 4000K, 5000K)
- Back-lit deep regress remote driver downlight
- No recessed housing or j-box required
- Dimmable down to 5% on compatible dimmers, see Dimmer Compatibility List
- IC and airtight rated
- Suitable for indoor and outdoor use in dry, damp, and wet environments

Ordering Matrix

Family	Size	Shape	Wattage	CRI/Color Temp	Voltage	Finish	Trim
RDLFA	6	R	12.5	95CCT	120	W	B
	4 = 4"	R = Round	8 = 8W	95CCT = 90 CRI, Field Adjustable	120 = 120V	W = White	B = Baffle
	6 = 6"		12.5 = 12.5W				

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie



Regulations from the Zoning Code cannot be varied unless findings of fact are made that the following criteria are met. Please provide a response to each of the criteria below.

17.52.070 – CRITERIA FOR VARIATION

Section 17.28.505(E)4b to allow the distance between the south property line and the townhome buildings to be less than twice the building height when abutting a different kind of use (i.e., single-family next to multi-family);

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: Due to the existing 0.63 acre wetland located on the northern third of the combined property, the proposed buildings must be situated closer to the southern lot line rather than spread equally throughout the property.

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

Response: The existence of the wetland is a unique circumstance of this site and was instrumental in driving the design direction of the site plan and necessitated the 54.4' side setback rather than the required 70' side setback.

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

Response: The proposed 15.6' side setback variation will not alter the character of the neighborhood. The architectural style chosen suits the existing character and, with its gabled roofline, minimizes the building height at the southern end of each building.

Section 17.28.050(E)4e(i) to allow the spacing between front facing buildings to be less than 50 feet;

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: The existing 0.63 acre wetland located on the northern third of the combined property and the angle of the Wisconsin Central Railroad running northwest along the east



side of the property, create design constraints. Partially remediating the wetland and preserving a portion of it requires a significant additional investment in site work, site stabilization, landscaping and fees. Without the proposed density, the project would not be financially viable.

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

Response: The existence of the wetland and railroad are unique circumstances that have long made this well-located property difficult to develop. The northern 3 acres of the combined property has been vacant for decades and on and off the market for approximately 20 years.

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

Response: All “front facing” buildings on the property are located within the landscaped courtyards and will not be visible from the street or neighboring properties. Therefore, it will not alter the essential character of the neighborhood.

Section 17.28.050(C) to allow a rear yard setback of 34’ 8” for Building 4, in lieu of the 35 foot setback required

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: The existing 0.63 acre wetland located on the northern third of the combined property and the angle of the Wisconsin Central Railroad running northwest along the east side of the property create design constraints and directly cause the need for this variation request. Partially remediating the wetland and preserving a portion of it requires a significant additional investment in site work, site stabilization, landscaping and fees. Without the proposed density, the project would not be financially viable.

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

Response: The existence of the wetland and railroad are unique circumstances that have long made this well-located property difficult to develop. The angle of the railroad specifically necessitated this variance.

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



Response: The proposed variation is extremely small and will not be visible from the street. Therefore, it will not affect the essential character of the neighborhood in any way.

Section 17.28.050(A) & (C) to allow accessory structures (gazebo and deck) to be closer to the front lot line than the principal buildings and beyond the mid-point of the principal structures when located in a side yard.

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: Due to the unique location as a gateway to a proposed mixed- use development near the Prairie View Station, it presents a unique opportunity to prominently identify the property with attractive accessory structures which will benefit the community at large as well as the residents of the proposed development. The proposed location of the gazebo, walkways and overlooks makes the development more desirable and therefore more financially viable.

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

Response: The existence of the wetland and railroad are unique circumstances that have long made this well-located property difficult to develop. In order to provide the necessary surface detention and partial wetland remediation and retention, we were extremely limited in where we could locate the proposed gazebo and overlook.

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

Response: The proposed gazebo and wetland overlook will enhance the neighborhood by upgrading a low-lying overgrown property to an attractive park-like amenity, keeping with the character of the neighborhood.

PLANNED UNIT DEVELOPMENT STANDARDS

1. Have the minimum areas as set forth in Section 17.16.060.

Response: Yes – the minimum area for the proposed R9 zoning district is 2 acres. The subject property is 4.27 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 use, attached single family residential, is consistent with the nature of the surrounding neighborhood, namely: townhomes to the east and west; commercial to the north; and single family to the south, and as such are very compatible with the surrounding neighborhood and therefore will not have a detrimental influence or effect.

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 plan takes care to maximize the developmental possibilities of the existing features including partially remediating and landscaping the existing wetland, creating a park-like feature on the corner with a gazebo and wetlands overlook and landscaping the entire property consistent with an upscale townhome development.

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: All requirements pertaining to a residential use conform to the requirements as established elsewhere in this title.

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: No outlots will be created by this development.

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 special use shall serve the public convenience by providing a sought after housing type by providing an attached single family rental option in an extremely convenient and attractive location. The proposed use, attached single family residential, is consistent with the nature of the surrounding neighborhood, namely: townhomes to the east and west; commercial to the north; and single family to the south, such that the establishment, maintenance and operation will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

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: With its multiple points of ingress and egress and carefully planned street presence, the proposed development shall be in harmony with the appropriate and orderly development of the district in which it will be located.

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 special use will be consistent with other recent developments in the neighborhood. therefore it will not diminish or impair other property valuations.

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 site plan of the special use is specifically designed for a potential future "Phase 2" of additional units to the south should those two properties ever become available. The special use will not otherwise impede, hinder or discourage future development.

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

Response: Adequate access and utilities are available and/or will be provided.

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: 4.58 parking spaces are provided per unit. All 188 parking spaces are either indoor or provided within the interior driveways and are otherwise suitable screened from adjoining residential uses. The ingress and egress drives are designed to prevent traffic and minimize congestion.

THE PERMAN GROUP

PUBLIC AFFAIRS STRATEGY
PUBLIC POLICY COMMUNICATIONS

May 29, 2023

Mr. Jeff Michael
Bloom Street Partners, LLC
1946 West Lawrence Avenue
Chicago, IL 60640

Dear Mr. Michael:

The Perman Group was asked by Bloom Street Partners (BSP) to evaluate the fiscal/economic impact of a proposed residential development called Prairie Point to be built at 22771-22825 Prairie Rd. in Buffalo Grove, IL. The proposed project consists of: 41 rental townhomes within Seven, 2 ½ - 3-story buildings (Six, 6-unit buildings and one, 5-unit building) on 4.25 acres in unincorporated Lake County. The property is located in the South Subarea featured in the Prairie View Station Area Plan, which was adopted by the Village of Buffalo Grove as part of its Comprehensive Plan in 2019.

Each unit would be between 1,800-2,000 square feet and would feature 3 bedrooms, a den, 2 ½ bathrooms, and a rear-loaded two-car garage. The townhomes would be luxury rental homes with rents at an estimated \$4,000 per month, and would serve young families, empty-nesters looking to downsize, or anyone seeking a convenient location to live in proximity to the North Central Service Metra train line.

Our evaluation includes: the absorption rate and projected population, the tax revenues that will accrue to the Village of Buffalo Grove and the other local taxing bodies, the attendant costs to those taxing bodies, the net present value of net revenues to the taxing bodies over 14 years, and our conclusions of the fiscal impact from the proposed project that will benefit the Buffalo Grove community.

Besides our internal calculations using well-recognized formulas, we based our conclusions on data provided by Bloom Street Partners; formulas from both the Illinois School Consulting/Associated Municipal Consultants, Inc. (1996); and from Rutgers University, Center for Urban Policy Research, Residential Demographic Multipliers, Estimates for the Occupants of New Housing, June 2000, and other sources identified in the report.

The Village of Buffalo Grove, Stevenson High School District 125 and Lincolnshire-Prairie View District 103, and the other taxing bodies, such as the Vernon Area Public Library District, will see significant dollars resulting from the project when it is fully occupied. Before the project is complete, the Village of Buffalo Grove will benefit from substantial construction and permit fees.

Sincerely,


Jonathan Perman
Managing Director

1.0 Absorption Rates, Population and School Age Estimates (Table 1)

The absorption rate assumes the following schedule for the residential units. It is based on the developer's projections today for regulatory approval, construction, and a marketing campaign for the rental of the units.

2024	Construction
End of 2025	100% occupancy

The project expects to have a full population of 98. This number is reached by using a weighted average of household size based on the type of unit, according to formulas from Rutgers University, Center for Urban Policy Research, Residential Demographic Multipliers, Estimates for the Occupants of New Housing, June 2006. Their formulas are specifically for Illinois public school districts and unlike other studies, use explicit estimates for single-family attached 3-bedroom structures.

With regard to school age population, we used the same study with the following estimates:

**3 BR attached townhomes generate: .10 public K-8 grade school students/unit
.06 public high school students/unit**

For reference purposes of this report for Prairie Point, we calculated:

**41 3 BR units for a total of: 4.1 public K-8 grade school students
2.46 public high school students**

The Village of Buffalo Grove Code, by contrast, uses formulas that project the same number of high school students (2.5) but 12 elementary school students. Considering the proximity of the project to Stevenson High School, we have rounded up to 3 students.

We also looked at other examples of school population estimates for projects in or near Buffalo Grove. The Teska Associates, Inc. Fiscal Impact Analysis for Northbrook Pointe (2022), a 35-unit townhome project, now under construction uses an actual comparable, Northfield Mews, also of 35 units. This development yielded 7 elementary school students and 3 high school students.

A Goodman Williams study (2022) for Buffalo Grove Town Center used a comparable of Riverwalk Place in Buffalo Grove, built in 2006, which actually yielded only 2 school age (5-19) students in 90-unit apartment project for a ratio of 0.08 students per 2+ BR units. The same study projected Buffalo Grove Town Center would yield 11 students in a 283-unit project with 92 2-BR apartments, for a ratio of 0.13 school age children per 2 BR units. Finally, the same study showed, using the 2019 American Community Survey for Vernon Twp., that in multi-family communities with 20 or more units, the yield is only 6.2 school-age children per 100 units.

Given this data and comparables, we have elected to raise by 50% the Rutgers Univ. estimates for elementary school children from 4 to 6 students. Thus, the proposed Prairie Point development is expected to yield: **6 K-8 students, and 3 high school students.**

2.0 Taxable Revenue Projections (Table 2)

2.1 Property Taxes

Based on the last Lake County quadrennial reassessment (2019), at 22771-22825 Prairie Rd., the taxes paid on the property in 2023 (for the 2022 tax year) was \$14,478.

Future quadrennial reassessment years occur in 2023, 2027, and every four years thereafter. Taxes based on the reassessment are due in the following years, respectively.

Property taxes are adjusted in the study in the year after any change in use or reassessment.

The study uses a 3% growth rate in assessment for a compounded 4-year increase between reassessments of 12.55%.

Since the property has never been developed and has largely been used for passive purposes, and since there are few attached townhomes for rent in Buffalo Grove, developing an estimate for the development's property taxes has been calculated using the following methods.

Estimated Gross Income Model

Rent = \$4,000/mo. x 12 = \$48,000 x 41 units = \$1,968,000 x .95% = \$1,869,600 @ 16% = **\$299,136.**

Effective Tax Rate Model

The Civic Federation of Chicago just released its yearly report of effective tax rates in the Chicago metro area. An effective tax rate is the actual dollars paid by the taxpayer as a percentage of true market value. Buffalo Grove's effective tax rate for the 2019 tax year is 3.09%. Our small survey of comparable attached 3 BR townhomes in Buffalo Grove shows effective tax rates of around 2.8%. For purposes of this report, we have used a 3.0% effective tax rate.

The developer estimates the true market value of the property, when the 41 attached townhomes are completed to be \$12,500,000. At a 3.0% effective tax rate, the property taxes would be **\$375,000.**

Calculated Rate Model

Gross Income = \$1,869,600 (see EGI Model above).

Operating Expenses at 35% = \$654,360

Net Operating Income = \$1,215,240/Cap. Rate of 5.25% = \$23,147,429 = Estimated Stabilization Value (ESV).

\$23,147,429 – 40% Assessor Discount (\$9,258,971) = \$13,888,458 = Assessor's FMV

\$13,888,458 x State Equalizer (33%) = \$4,629,023 x 1.1 (County Equalizer) = \$5,091,925

\$5,091,925 x 8.817% Buffalo Grove Aggregate Tax Rate = **\$448,955**

Given the variance in the three estimates, they have been averaged together resulting in **\$374,364 for property taxes**, when the development is fully occupied in 2025, nearly 26 times more than the property taxes paid in 2023.

In the 2022 tax year (paid in 2023), Lincolnshire-Prairie View School District #103 accounted for 35.9% of a property tax bill and Stevenson High School District #125 accounted for 34.6% of a tax bill. The Lincolnshire-Riverwoods Fire Protection District is 8.5% of the tax bill. The Vernon Area Library District is 3.2% of the tax bill. Other tax districts for Lake County and Vernon Township account for the remaining 18%. The report uses these same percentages of tax bills until the townhomes open in 2025.

Beginning in 2025, the following distribution is used for the developed property's tax bill, based on the 2022 tax bill for Buffalo Grove properties near the project's land. By then the Village of Buffalo Grove will have annexed the property:

Village of Buffalo Grove = 9.6%
 Buffalo Grove Park District = 5.4%
 School District #103 = 35.2%
 School District #125 = 34%
 Vernon Area Library = 3.4%
 Twp. Of Vernon = 1%
 All Lake County Taxing Districts = 11.3%

The additional property taxes generated by the project will increase the tax base for all of the taxing bodies cited above. Whether those taxing bodies choose to increase their levy to capture those incremental taxes or hold their levy constant (and reduce the amounts area residents have to pay) is a policy choice for each taxing body.

2.2 Sales Taxes from Residents Living in the Project (Table 2)

The median household income in the project is \$137,143 when the building is opened in 2025. This is derived by using 35% of the unit rent, weighted by the number of units for each type of unit size (see Table 3). The growth in household income is estimated at 3% per year.

The study assumes the average household spends 20% of their annual income on convenience goods, of which 70% are purchased locally. The study also assumes the average household spends 10% of their annual income on comparison goods, of which 30% is purchased locally.

So, for example, in 2026, when the project is fully occupied, it is expected that the Village of Buffalo Grove will receive \$466 per household x 41 households = **\$19,691 (see Table 4).**

The sales tax revenues identified here are only for direct spending by residents and do not include anticipated visitor spending or further economic benefits that often occur as new residents create demand for new businesses or expansion of existing businesses.

The study uses a 3% growth rate for each year.

Sales taxes include both the 1% municipal sales tax (returned from the state) and the 1% Home Rule sales tax.

2.3 State Share Local Use Tax (Table 2)

The Village is expected to receive in 2022, \$1,627,242 or \$101.82 per household. The evaluation has kept the state income tax revenues level through the study period and bases it on the current Village of Buffalo Grove household population and the number of units occupied in Prairie Point.

The study assumes a one-year lag for receiving state local use taxes so that in 2026, one year after the development is fully occupied, the Village of Buffalo Grove will receive \$4,174.62.

2.4 State Income Taxes (Table 2)

State income tax estimates are based on the total population absorption rates cited earlier. The Village of Buffalo Grove is budgeted to receive \$5,300,000 in its share of state income taxes in 2022 (Village of Buffalo Grove Budget). The study assumes a one-year lag for receiving state income taxes.

The most recent U.S. Census household population estimate for Buffalo Grove is 15,982 (2017-21). That amounts to \$332 per household x 41 units = **\$13,612**, the income tax generated for the Village of Buffalo Grove, in the year (2026), one year after the building is fully occupied. The evaluation has kept the state income tax revenues level through the study period and bases it on the current Village of Buffalo Grove household population and the number of units occupied in Prairie Point.

2.5 Motor Fuel Tax (Table 2)

In 2022, the Village of Buffalo Grove is budgeted to receive \$1,664,658 in motor fuel taxes from the State of Illinois, plus \$544,255 from its local tax for a total of \$2,208,913. This amounts to \$138.21 per household.

Since Buffalo Grove will not capture additional motor fuel taxes from the project until after it is occupied, we do not show motor fuel tax revenue until 2026. So, for example, in 2027, when the project is fully occupied, it is anticipated the Village of Buffalo Grove will receive an estimated $\$138.21 \times 41$ household units = **\$5,667**, annually.

The study assumes a one-year lag for receiving state motor fuel taxes. The evaluation has kept the state motor fuel tax revenues level through the study period because of the uncertainties in driving behavior in the future. Also, even though most of the households in Prairie Point will own cars, they still will also take taxis and ridesharing vehicles which will purchase motor fuel.

2.6 Utility Taxes (Table 2)

In 2022, the Village of Buffalo Grove is budgeted to receive tax revenue from the combined accounts of Electric Use Tax and Natural Gas Utility Tax, totaling \$2.7 million. In 2025, when the building is fully occupied, the Village of Buffalo Grove is expected to generate $\$2,700,000/15,982$ households = \$168.94 per household. So, multiplying $\$168.94 \times 41$ units = **\$6,926.54**, annually.

The study assumes immediate collection of utility taxes. The evaluation has kept the utility tax revenues level through the study period because of the uncertainties in consumer behavior in the future with respect to electricity and natural gas.

2.7 Telecommunications Taxes (Table 2)

In 2022, the Village of Buffalo Grove is budgeted to receive \$720,000 from the Telecommunications Tax. In 2025, when the building is fully occupied, Buffalo Grove is expected to generate $\$720,000/15,982$ households = \$45.05 per household. So, multiplying $\$45.05 \times 41$ units = **\$1,847** annually.

The study assumes immediate collection of telecommunications taxes. The evaluation has kept the telecommunications tax revenues level through the study period because of the uncertainties in consumer behavior in the future with respect to telecommunications usage.

2.8 Buffalo Grove Library District Fees (Table 2)

The Village of Buffalo Grove, according to its municipal code, levies a fee of \$93.85/person for library services. With 93 new residents in the development at \$93.85 each, that will yield \$8,728.05 annually to Indian Trails Public Library District.

The study assumes immediate collection of public library fees. The evaluation has kept these fee revenues level through the study period because of the uncertainties in how the fees will be assessed in the future.

2.9 Buffalo Grove School, Parks, and Library Donations (Table 2)

Based on the Village of Buffalo Grove's requirements for school and parks donations, the project will provide a Cash in Lieu of Land payment in the amounts as follows for Single Family Attached 3 BR units:

Elementary School District #103 (grades K-8): $\$965.03 \times 41$ units = \$39,566
 High School District #125: $\$179.57 \times 41$ units = \$7,362
 Parks B (\$4,186) $\times 41$ units = \$171,626
 Library: $\$224.49 \times 41$ units = \$9,204

The study assumes these donations will be made in 2025.

2.10 Construction and Other Permit Fees (Table 2)

Construction Fees, as well as fees for inspections, occupancy, electric permits, plumbing water/sewer, gas piping, mechanical permits, lift fees, signs and awnings fees, fire plan reviews, zoning and plan review fees, and other municipal fees associated with the construction that are charged to the developer by the Village of Buffalo Grove are estimated to be a total of at least **\$250,000 over two years (2023-2024)**. At this stage of development process, this is an estimate based on the kinds of fees seen in similar projects of this size in Chicago's North Suburbs, and the estimate is intentionally low given the lack of information available now.

3.0 Public Expenses Projections

3.1 Village of Buffalo Grove Expenses (Table 5)

The cost to the Village of the additional 98 residents is calculated as follows. Included were the budget categories for: wages & benefits, operating expenses, capital, contractual services, and debt service, which together equal 73% of the yearly municipal budget in 2022.

Total 2022 budget = \$128,396,637 – \$34,667,092 = \$93,729,545.

The costs are then adjusted downward to fairly distribute the costs of public services between residential and non-residential uses. The study estimates 44.9% can be attributed to servicing residential uses (CMAP Community Data Snapshot, Buffalo Grove, 2022). Therefore, the \$93,729,545 in relevant municipal expenditures is expressed as the 44.9% attributed to residential land use. $\$93,729,545 \times .449 = \$42,084,566/42,784 \text{ population} = \983.65 average cost per new resident.

The report also takes into account that Prairie Point is a Smart Growth development and therefore the incremental costs of providing services to such a project are less than in typical single-family neighborhoods where the relatively larger acreage results in a higher cost of service per capita. According to a 2013 Smart Growth America study, "Building Better Budgets: A National Examination of the Fiscal Benefits of Smart Growth Development", the cost of providing upfront infrastructure for smart growth developments is about 1/3 less than conventional suburban developments and the ongoing delivery of municipal services is 10% less.

Therefore, the study decreases the yearly municipal cost to servicing the 98 new residents by 20%.

$\$983.65 \times 98 \text{ new residents} = \$96,398 \text{ minus } 20\% (\$19,280) = \$77,118$ yearly municipal cost to the Village of Buffalo Grove.

A three percent growth rate in expenses is used per year.

So, for example, in 2025, when the project is fully occupied, the cost to the Village will be **\$84,269**.

4.0 School Impact Fiscal Analysis (Table 6)

The proposed project is in the Lincolnshire-Prairie View elementary School District #103 and Stevenson High School District #125, and the study assumes all school children generated from the property will attend those schools – although we do know some families may choose parochial or private schools.

The pro-rata share of property taxes collected for Prairie Point will go directly to these two school districts.

As noted earlier, once the project is completed in the 2025, we assume Lincolnshire-Prairie View School District #103 will be 35.2% of a property tax bill and Stevenson High School District #125 accounted for 34% of a tax bill. The report uses these same percentages of tax bills throughout the study period. We also assume an annual 3% increase in school operating costs per pupil.

Using the formulas cited earlier the proposed development is expected to yield **6 elementary school age children** and **3 high school students** (see Table 1).

Over the course of the study period, 2025-2035, the Lincolnshire-Prairie View District #103 will receive **\$128,311 in net property tax revenue**.

Stevenson High School District #125, between 2025-2035, will receive **\$629,219 in net property tax revenue**.

The operating expense per student in 2021 in District #103 was \$18,029; and in District #125 it was \$23,147, according to the Illinois School Report Card.

Therefore, in 2025, when the project is fully occupied, we estimate the cost of 6 elementary school students @ \$20,293 each = \$121,758. We estimate the cost of 2.5 high school students @ \$26,052, each = \$65,130.

Conclusions

The proposed Prairie Point project offers significant new positive fiscal impact to the Village of Buffalo Grove and its school districts. Consider first the current property yields only **\$13,555** in property tax revenue. The new development, by contrast, offers **\$374,000** in property tax revenue in 2025 (see Table 2). By 2029, property tax revenue will have grown to **more than \$421,000 annually**. As with residential projects of this type, most of this new revenue will be in the form of new property taxes but there will be considerable other kinds of revenue too (see Table 2).

Analyzing the new revenue of each of the major taxing bodies, the study finds the Village of Buffalo Grove receiving an immediate infusion of new dollars from the construction building permit fees of more than **\$250,000 over two years**. **Starting in 2026, the Village of Buffalo Grove is predicted to receive more than \$97,000 of new revenue and that figure will ramp up to over \$110,000 annually by 2033** (see Table 5).

Whenever a new residential development is constructed, there are attendant costs to the major taxing bodies. For the Village of Buffalo Grove, those costs are for some nominal additional services necessary to accommodate increases in population resulting from the new development (see Table 5). **Nonetheless, the project is a net positive for the Village over the 14-year period with more than \$316,000 in net revenue.**

Looking at the expected Net Revenue for the project (see Table 7); the first year (2023) brings \$139,478, mainly from building permit and impact fees. By 2030, the annual Net Tax Revenue is \$150,326, primarily from property taxes (see Table 7).

Even more striking is the proposed project is estimated to generate almost \$2.1 million of new Net Revenue in 13 years to the Village of Buffalo Grove and the two school districts and other taxing bodies (see Table 7).

On a Net Present Value basis, the project's tax and fee revenue (2023-2035) is worth \$1,431,592, using a discount rate of 6% (see Table 7).

From a benefit/cost perspective, the proposed project is a winner for both the local governmental taxing bodies and for the Buffalo Grove economy. With no real economic activity on the property, this project offers a substantial opportunity to create jobs, local income, and tax revenue.

Table 1
Absorption Rates, Population, and School Age

Type of Unit	Available Units	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3 BR Townhome	41	41	41	41	41	41	41	41	41	41	41	41
Total	41	41	41	41	41	41	41	41	41	41	41	41

Type of Unit	Population											
3 BR Townhome	98	98	98	98	98	98	98	98	98	98	98	98
Total	98	98	98	98	98	98	98	98	98	98	98	98

Elementary School Age	6	6	6	6	6	6	6	6	6	6	6	6
High School Age	3	3	3	3	3	3	3	3	3	3	3	3
Total School Age	9	9	9	9	9	9	9	9	9	9	9	9

• **Costs** – the cost of the investment and the cost of the funds used to finance the investment.

Prop. Tax to Lake County & other districts	3,565	3,808	3,922	46,421	47,814	49,248	50,726
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Prop. Tax to Lake County & other districts	52,247	53,815	55,429	57,092	58,805	60,569	62,386
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Table 3
Estimated Household Income

Type of Unit	# of Units	Monthly Rent	Est. Household Income	Total Income
3BR	41	\$ 4,000	\$ 137,143	\$ 5,622,863
Total	41			\$ 5,622,863
Weighted Avg. Household Income				\$ 137,143

Table 4: Estimated Per Household Spending & Sales Tax Revenue

Type of Spending	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Household Income	137,143	141,257	145,495	149,860	154,356	158,986	163,756	168,669	173,729	178,941	184,309
20% Convenience Goods	27,429	28,251	29,099	29,972	30,871	31,797	32,751	33,734	34,746	35,788	36,862
10% Comparison Goods	13,714	14,126	14,550	14,986	15,436	15,899	16,376	16,867	17,373	17,894	18,431
70% Local Spent Convenience Goods	19,200	19,776	20,369	20,980	21,610	22,258	22,926	23,614	24,322	25,052	25,803
30% Local Spent Comparison Goods	4,114	4,238	4,365	4,496	4,631	4,770	4,913	5,060	5,212	5,368	5,529
Taxable Share Convenience Goods	384	396	407	420	432	445	459	472	486	501	516
Taxable Share Comparison Goods	82	85	87	90	93	95	98	101	104	107	111
Total Sales Tax Rev. per Household	466	480	495	510	525	541	557	573	591	608	627
Total Sales Tax Generated by Project	19,118	19,691	20,282	20,890	21,517	22,163	22,828	23,512	24,218	24,944	25,693

Table 5
Estimated Village of Buffalo Grove Cost and Net Revenue

Year	2022	2023	2024	2025	2026	2027	2028
Village of Buffalo Grove Total Revenue	-	125,000	125,000	72,559	97,664	99,366	101,117
New Residents Added	0	0	0	98	98	98	98
Additional Municipal Cost				84,269	86,797	89,401	92,083
Village of Buffalo Grove Net Revenue	13,555	125,000	125,000	-11,710	10,867	9,965	9,034

	2029	2030	2031	2032	2033	2034	2035
Village of Buffalo Grove Total Revenue	102,923	104,782	106,697	108,668	110,700	112,792	114,948
New Residents Added	98	98	98	98	98	98	98
Additional Municipal Cost	94,845	97,690	100,621	103,640	106,749	109,951	113,250
Village of Buffalo Grove Net Revenue	8,078	7,092	6,076	5,028	3,951	2,841	1,698

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Net Revenue	49,584	10,319	10,628	10,947	11,275	11,614	11,962	12,321	12,691	13,071	13,464
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District #125

Net Revenue	56,490	50,602	52,120	53,683	55,294	56,953	58,661	60,421	62,234	64,101	66,024
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Year	2031	2032	2033	2034	2035
Total Tax & Fee Revenue	510,794	524,889	539,407	554,360	569,763
Village of Buffalo Grove Costs	118,694	122,254	125,922	129,700	133,591
District #103 Costs	145,557	149,747	154,239	158,867	163,633
District #125 Costs	93,322	96,122	99,006	101,976	105,035
Total Public Costs	357,573	368,123	379,167	390,543	402,259
Net Revenue	153,221	156,766	160,240	163,817	167,504
Cumulative Net Revenue	1,444,277	1,601,043	1,761,283	1,925,101	2,092,604

Traffic Impact Study

Prairie Point Residential Development Half Day Road and Prairie Road Buffalo Grove, Illinois

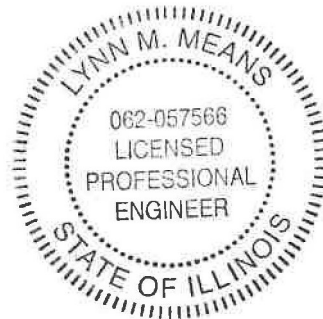
Prepared for:

Bloom Street Partners

April 28, 2023
Updated May 30, 2023

Prepared by:

Lynn M. Means, P.E., PTOE, RSP1
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Lynn M. Means

CONSULTING
ENGINEERS



BLA, Inc.

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Appendix

Executive Summary

BLA, Inc. has conducted a Traffic Impact Study for the proposed Prairie Point residential development located at the southeast corner of Half Day Road (IL Route 22) and Prairie Road / Main Street in Buffalo Grove, Illinois. Existing and future conditions in the study area have been described, analyzed and evaluated with respect to traffic operations and the impact of the planned development. Conclusions and recommendations are presented below:

- The existing, approximately 4.3-acre site contains undeveloped land and a single-family residence. Access to the site is provided via one driveway on Prairie Road.
- The project will include developing the site to provide 41 (3-story, 3-bedroom) townhomes contained within seven (7) buildings. The development will be served by 187 parking spaces: 82 garage spaces, two (2) per unit; 82 driveway spaces, 2 per unit; and 23 surface parking lot spaces. Access to the site is proposed via one full access driveway on Prairie Road, opposite Willow Parkway. No new site access is proposed to Half Day Road.
- The existing driveway serving the single-family residence at 22745 Prairie Road (to the south of the site) will be closed and a new driveway provided within the site.
- Existing traffic conditions within the study area were established by performing weekday morning and evening traffic counts in April 2023.
- Crash data was reviewed for the last five calendar years (2017-2021) from the LCDOT Transportation Data Management System.
- Future (non-site) traffic volume conditions were developed for the anticipated opening year of the development plus five years, year 2030, including a compounded annual growth rate of 1.0 percent along Half Day Road, Willow Parkway and Main Street and a 3 percent non-compounded annual growth rate along Prairie Road.
- Trip generation for the proposed development was quantified for the weekday morning, evening and daily basis using the Institute of Transportation Engineers (ITE) trip generation rates contained in the 11th Edition of the *Manual Trip Generation*.
- Analyses have been conducted for all study intersections under existing and future (2030 design year) traffic conditions to determine the impact from the planned development.
- Our determination is the proposed development traffic can be accommodated on the adjacent streets and with the proposed site access and recommended transportation improvements:
 - The site access driveway should provide one inbound lane and one outbound lane, operating under Stop sign control.
 - The painted median on Prairie Road should be restriped, along with widening of Prairie Road as needed, to provide a southbound left-turn lane at the site full access, opposite Willow Parkway.
 - Provide a right-turn lane on northbound Prairie Road at the proposed site access, opposite Willow Parkway.
- The proposed off-street parking supply will be adequate to accommodate the projected parking demand for the proposed development.

Introduction

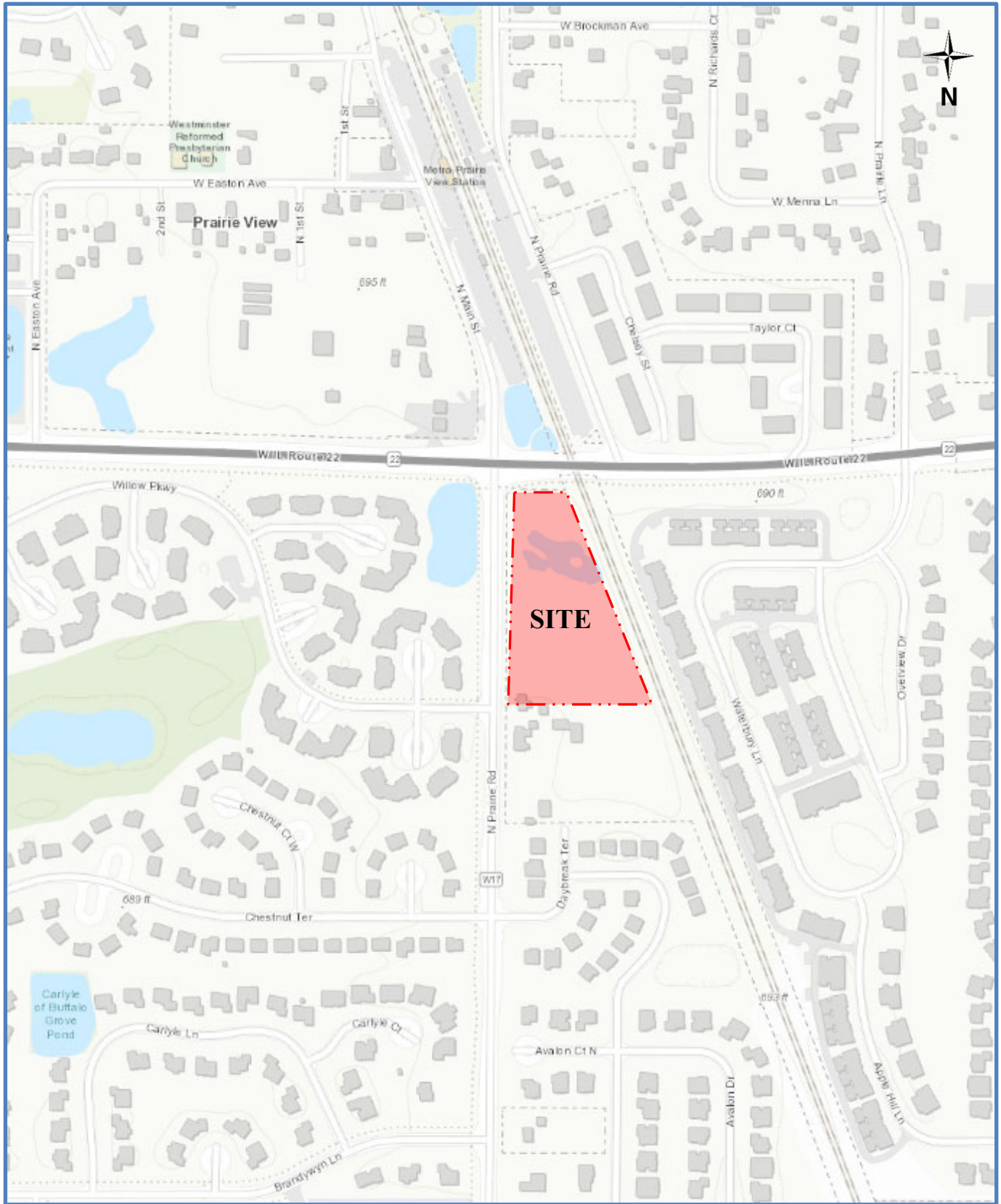
BLA, Inc. has conducted a Traffic Impact Study for the proposed Prairie Point residential development located in Buffalo Grove, Illinois. The approximately 4.3-acre site is located at the southeast corner of Half Day Road (IL Route 22) and Prairie Road / Main Street and currently contains a single-family home and undeveloped land. Access to the residence is provided via one driveway on Prairie Road. The site location is illustrated on *Exhibit 1*.

As proposed, the development includes the construction of 41 (3-story, 3-bedroom) townhomes contained within seven (7) buildings. The development will be served by 187 parking spaces: 82 garage spaces, two (2) per unit; 82 driveway spaces, 2 per unit; and 23 surface parking lot spaces. Access to the site is proposed via a full access on Prairie Road.

Also as part of the development, the existing driveway serving the single-family residence at 22745 Prairie Road (to the south of the site) will be closed and a new driveway provided within the site.

The following summarizes BLA's methodology, data collection, analyses and identifies improvements, as necessary, to mitigate the impacts the development's traffic may have on the adjacent roadway network.

Exhibit 1: Site Location Map



Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie

Existing Conditions

Area Land Use

The site is located at the southeast corner of Half Day Road and Prairie Road / Main Street in Buffalo Grove and currently contains a single-family home and undeveloped land. The site is bound by Half Day Road to the north, Prairie Road to the west, single family residential to the south and the Canadian National Railway to the east.

Street/Roadway Network

The existing traffic operations in the site area are illustrated on *Exhibit 2*.

Prairie Road / Main Street

Prairie Road (Lake County Route W17) is a north-south minor arterial roadway, providing a three-lane cross section (one travel lane in each direction and a center lane for left-turns at intersection) in the site vicinity. It is under the jurisdiction of the Lake County Division of Transportation (LCDOT) and maintained by the Village of Buffalo Grove, with a posted speed limit of 40 miles per hour (mph).

At its unsignalized “T” intersection with Willow Parkway, Prairie Road provides a left-turn lane and through lane in the northbound direction and a through lane and right-turn lane in the southbound direction, operating under free-flow conditions. At its signalized intersection with Half Day Road, Prairie Road provides a left-turn lane, through lane and a right-turn lane in the northbound direction.

Main Street is aligned opposite Prairie Road, extending northerly from Half Day Road. It is a local, Village of Buffalo Grove, two-lane roadway (one travel lane in each direction) with a posted speed limit of 30 mph. Main Street provides a left-turn lane and a shared through/right-turn lane in the southbound direction at its signalized intersection with Half Day Road.

Willow Parkway

Willow Parkway is an east-west local, Village of Buffalo Grove, roadway, extending westerly from Prairie Road, with a posted speed limit of 25 mph. At its unsignalized “T” intersection with Prairie Road, Willow Parkway provides a single approach lane with shared turning movements, operating under Stop sign control. *A driveway serving the single-family residence located on the site, as well as a driveway serving the single-family residence to the south of the site (22745 Prairie Road) are aligned opposite Willow Parkway.*

Half Day Road

Half Day Road (IL Route 22) is an east-west principal arterial roadway providing a five-lane cross section (two travel lanes in each direction and center lane/median that provides left-turns at intersections). At its signalized intersection with Prairie Road / Main Street, Half Day Road provides a left-turn lane, through lane and shared through/right-turn lane in both the eastbound and westbound directions. Half Day Road is under the jurisdiction of the Illinois Department of Transportation (IDOT) with a posted speed limit of 35 mph. It is designated as a Strategic Regional Arterial (SRA) route. The SRA designation controls roadway and signal installation to facilitate efficient and safe transportation.



Looking north on Prairie Rd., south of Willow Pkwy



Looking east on Willow Pkwy., west of Prairie Rd.



Looking west on IL 22, east of Prairie Rd./Main St.



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SCALE: NTS

Exhibit 2
Existing Operations

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Pedestrian / Bicycle Facilities

Sidewalks are generally provided on the south side of Half Day Road and the north side, east of Main Street; on the east side of Main Street, between Half Day Road and the Prairie View Metra Station parking lot; on the west side of Prairie Road and the east side, south of site; and along both sides of Willow Parkway. Pedestrian traffic signals and crosswalks are provided on the north, west and south legs of the Half Day Road and Prairie Road / Main Street intersection.

Public Transportation

The site is also well served by public transportation. Metra provides weekday commuter rail service along the North Central Service (NCS) Line that begins in Antioch and ends at Union Station in Chicago. There is no weekend service on the NCS Line. The Prairie View Station is located on Main Street, approximately 0.3-miles north of the proposed site.

Existing Traffic

Traffic turning movement counts were conducted on Tuesday, April 11, 2023, during the weekday morning (7:00 to 9:00 AM) and weekday evening (4:00 to 6:00 PM) peak periods at the following intersections:

- Half Day Road at Prairie Road / Main Street
- Prairie Road at Willow Parkway

The results indicate that the peak hour existing traffic during the weekday morning and weekday evening peak hours occurred from 7:30 to 8:30 AM and 4:30 to 5:30 PM, respectively.

Table 1 summarizes the annual average daily traffic (AADT) volumes obtained from IDOT (www.gettingaroundillinois.com) near the site:

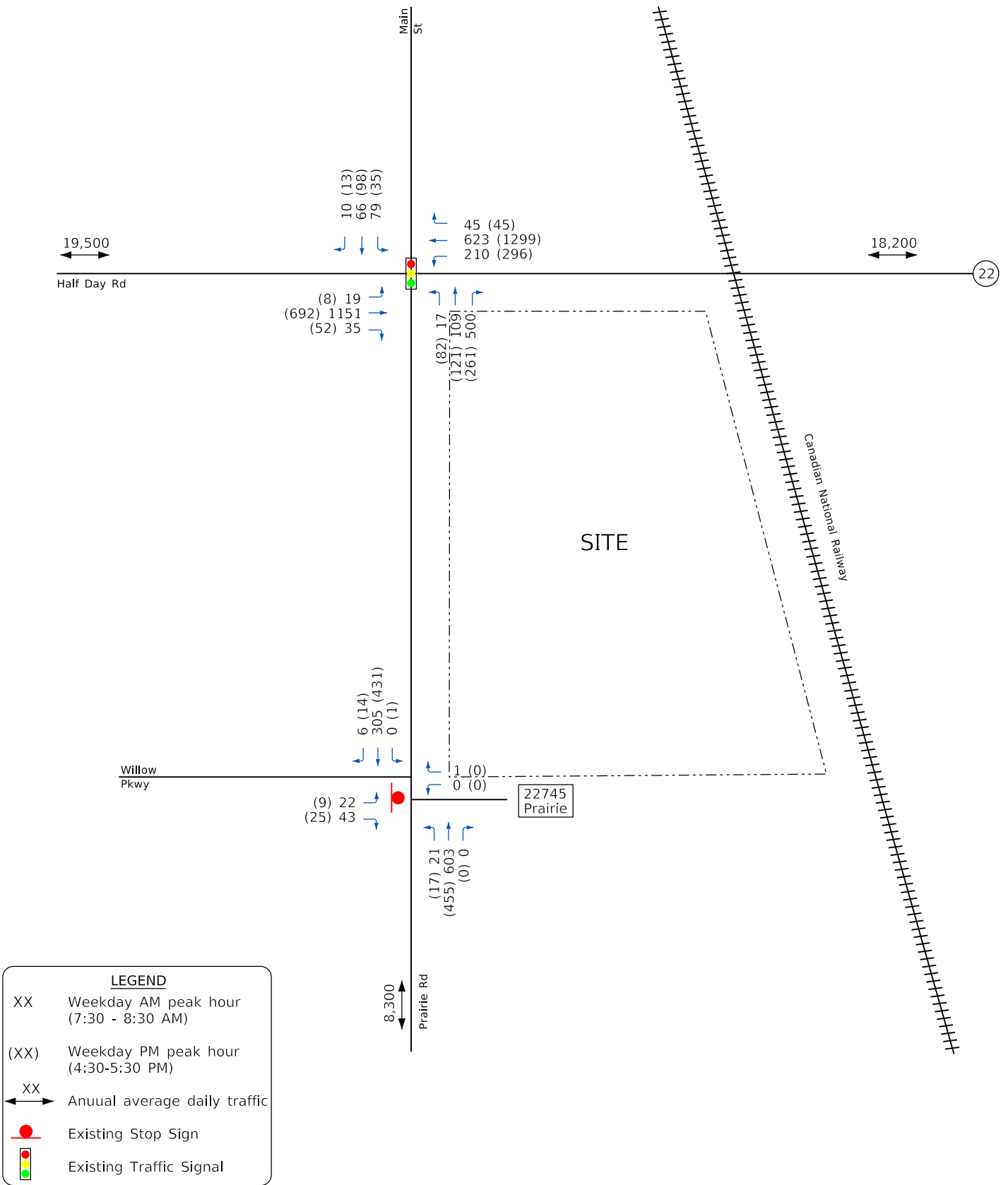
Table 1: Summary of IDOT AADT Volumes

Location	IDOT AADT (Year)
Prairie Road	
Between Half Day Road (IL 22) and Aptakistic Road	7,450 (2019)
Half Day Road (IL 22)	
Between Buffalo Grove Road and Main Street/Prairie Road	19,100 (2021)
Between Main Street/Prairie Road and Milwaukee Ave (IL 21)	17,800 (2021)

The existing peak hour and IDOT AADT volumes (adjusted to existing, year 2023 conditions) are illustrated on **Exhibit 3**.

Also included on **Exhibit 3** is the traffic entering and exiting the single-family residence located on the site, as well as the residence located to the south of the site at 22745 Prairie Road. Note, no traffic was observed to enter or exit the existing single-family residence located on the site, and was, therefore, not included to provide a conservative analysis scenario (future site traffic would not discount for existing traffic on site). There was one vehicle observed exiting the 22745 Prairie Road residence during the weekday morning peak hour; however, there was no traffic observed entering or exiting this residence during the weekday evening peak hour. Accordingly, to provide a conservative analysis scenario, one vehicle was assumed entering the 22745 Prairie Road residence during the weekday evening peak hour. *One vehicle exiting during the morning peak hour and one vehicle entering during the evening peak hour is consistent with the Institute of Transportation Engineers (ITE) trip generation for one single family home.*

Summaries of the intersection turning movement count data are contained in **Appendix A**.



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SCALE: NTS

Exhibit 3
Existing Traffic

Crash Summary

To evaluate and address potential safety issues within the study area, crash data was obtained from the LCDOT Transportation Data Management System for the last five calendar years available, 2017 through 2021. A summary of the crash data is provided in **Table 2**.

Table 2: Crash Summary (2017-21)

Location / Year	No. of Crashes	Severity ^A					Crash Type ^C						Percent During Wet/Icy Conditions
		PD	PI ^B			F	CM	RE	SS	FO	HO	Ped	
			A	B	C								
Intersections (Crashes within 250' of Intersection)													
Half Day Road (IL Route 22) at Prairie Road / Main Street													
2017	5	3	--	1	1	--	3	2	--	--	--	--	20%
2018	7	5	--	1	1	--	--	5	1	1	--	--	14%
2019	6	6	--	--	--	--	2	2	1	1	--	--	67%
2020	1	1	--	--	--	--	--	--	--	1	--	--	0%
2021	3	3	--	--	--	--	--	2	1	--	--	--	67%
Total	22	18	0	2	2	0	5	11	3	3	0	0	36%
Prairie Road at Willow Parkway													
2017	1	--	--	--	1	--	--	1	--	--	--	--	0%
2018	--	--	--	--	--	--	--	--	--	--	--	--	--
2019	--	--	--	--	--	--	--	--	--	--	--	--	--
2020	--	--	--	--	--	--	--	--	--	--	--	--	--
2021	--	--	--	--	--	--	--	--	--	--	--	--	--
Total	1	0	0	0	1	0	0	1	0	0	0	0	0%
Total (2017-21)	23	18	0	2	3	0	5	12	3	3	0	0	35%

^A PD = property damage only; PI = personal injury; F = fatality.

^B Type A (incapacitating injury); Type B (non-incapacitating injury); Type C (possible injury).

^C CM = cross movement/angle; RE = rear end; SS = Sideswipe; FO = fixed object/parked car; HO = head on; Ped = pedestrian/bicyclist.

As shown in Table 2, the signalized intersection of Half Day Road at Prairie Road / Main Street experienced a total of 22 crashes over the 5-year study period, approximately 4 crashes per year. Approximately 82 percent (18 of 22) of the crashes involved property damage only, and 50 percent (11 of 22) were rear-end type collisions.

The unsignalized intersection of Prairie Road at Willow Parkway experienced one crash over the 5-year study period. It involved a Type-C injury (possible injury) and was a rear-end type collision.

There were no reported fatalities at the study area intersection over the five-year analysis period and no crashes that involved a pedestrian or bicyclist.

Future Conditions

Traffic Growth

Construction and occupancy of the proposed residential development is anticipated to occur by the end of the year, 2025. Future traffic volumes were developed for the year 2030, anticipated build-out year of the development plus five years. Traffic growth in the area is a function of expected land development in the region. Based on a review of historical traffic volumes and the Chicago Metropolitan Agency for Planning (CMAP) 2050 projections (see *Appendix B*), traffic volumes along Half Day Road are assumed to experience an annual, compounded growth rate ranging between 0.80 and 0.81 percent, while Prairie Road's annual, compounded growth rate was 0.75 percent. However, to provide a conservative analysis scenario, a 1.0 percent per year compounded growth rate was applied along Half Day Road, Willow Parkway and Main Street and a 3 percent, non-compounded growth rate was applied along Prairie Road, consistent with LCDOT guidelines.

2030 No-Build (Non-Site) Conditions

The 2030 No-Build traffic volumes were accordingly developed by applying a 1.0 percent compounded, annual growth rate (Half Day Road, Willow Parkway and Main Street) and 3 percent non-compounded annual growth rate (Prairie Road) to the existing traffic (*Exhibit 3*). The 2030 No-Build traffic volume networks are graphically depicted on *Exhibit 4*.

Planned Roadway Improvement Projects

The SRA Report dated April 1993 for IL Route 22 identified improvements at the Half Day Road intersection with Prairie Road and Main Street, including dual left-turn lanes on eastbound IL Route 22, an exclusive right-turn lane on both eastbound and westbound IL Route 22, as well as additional lanes on southbound Main Street and northbound Prairie Road, which required the acquisition of additional right-of-way. However, these improvements are not included in the current Multi-Modal Transportation Plan (FY 2023-2028). Thus, there is currently no construction completion date scheduled. Accordingly, for the purpose of this study, these improvements were not considered in the analyses. Excerpts from the SRA Report are provided in *Appendix C*.

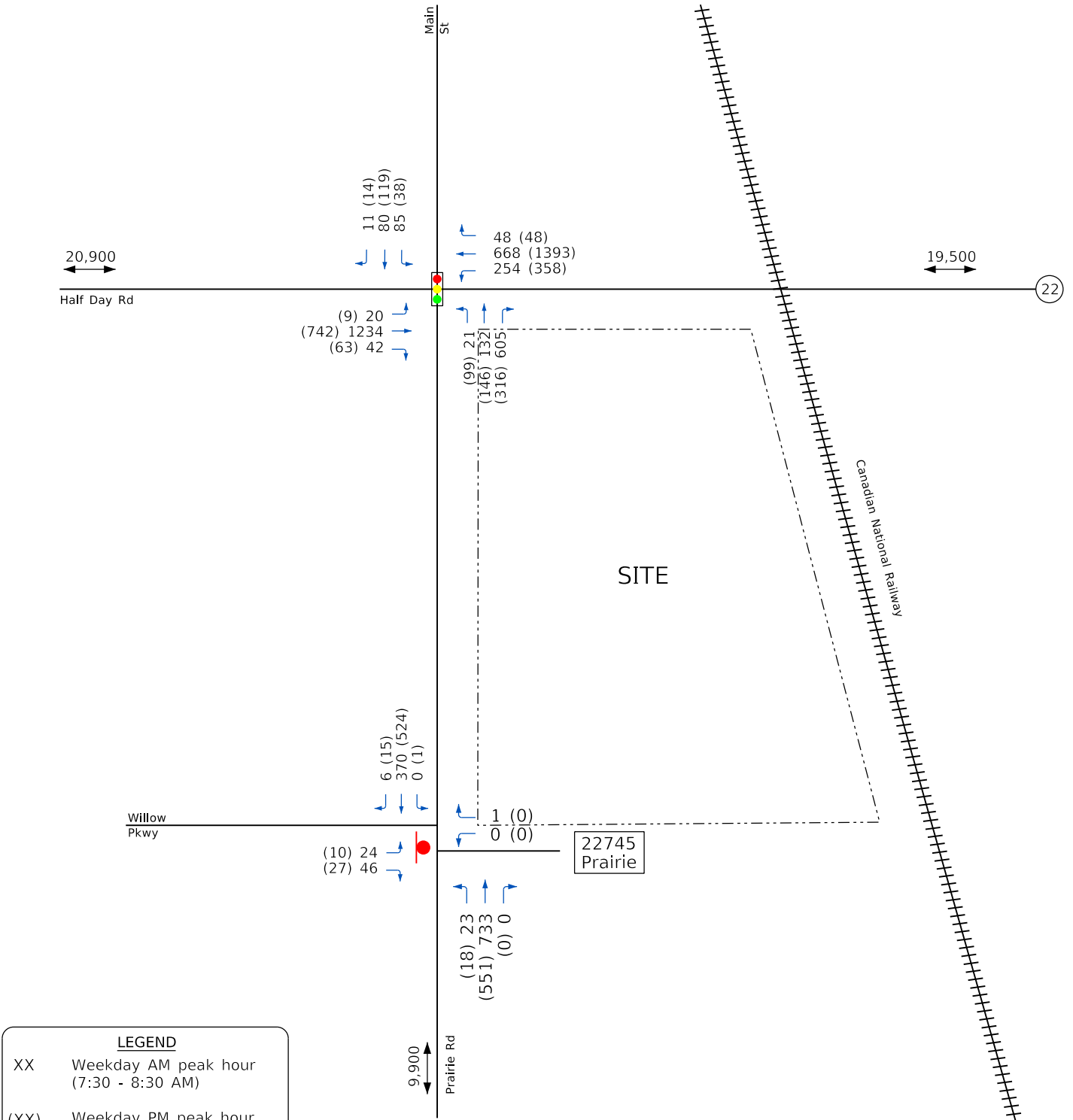
Proposed Development Plan

The Site Plan prepared by Pearson, Brown & Associates, Inc. is provided in *Appendix D*. As proposed, the development includes the construction of 41 (3-story, 3-bedroom) townhomes contained within seven (7) buildings. The development will be served by 187 parking spaces: 82 garage spaces, two (2) per unit; 82 driveway spaces, 2 per unit; and 23 surface parking lot spaces. Access to the site will be provided via a full access on Prairie Road. It also includes a dog run, as well open space, sidewalks and multi-use paths. In addition, as part of the development, the existing driveway serving the single-family residence at 22745 Prairie Road (to the south of the site) will be closed and a new driveway provided within the site.

Trip Generation

The amount of traffic generated by a development depends on the type and density of the land use. Trip generation estimates for the development were calculated based on information published in the Institute of Transportation Engineers (ITE) Manual *Trip Generation*, 11th Edition (see *Appendix E*). The ITE manual is a compilation of national traffic data surveys used to estimate traffic volumes for various land uses.

The ITE data does not represent locations with measurable transit, walking and other non-auto trips. *The Prairie View Metra Station is located approximately 0.3-miles north of the site.* Based on the US Census Bureau, 2017-2021 America Community Survey Data, Mode of Transportation (Journey to Work) for Census Tract 8645.20, approximately **72 percent use auto** (personal vehicles and/or taxi/rideshare carpool) to commute to/from work (see *Appendix F*). However, to provide a conservative scenario, test the maximum site impacts, the ITE trip generation estimates were not discounted for residents that carpool and/or use alternative modes to travel to/from work (bike, walk and/or transit).



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Exhibit 4
2030 No Build

Table 3 provides a summary of the total trips to be generated by the proposed development, including residents, visitors, deliveries, etc.

Table 3: Estimated Trip Generation

Land Use / Size	ITE LUC	Weekday								
		AM Peak Hour			PM Peak Hour			Daily		
		In	Out	Total	In	Out	Total	In	Out	Total
Townhomes / 41 Units	220	9	27	36	24	14	38	169	169	338

Directional Distribution

The anticipated trip distribution of new site traffic is summarized in **Table 4**. This was based on current travel patterns, the operational characteristics of the street system and site access.

Table 4: Trip Distribution

Route & Direction	Percent Route (To/From)
Prairie Road	
South of Willow Parkway	40%
Half Day Road	
West of Prairie Road / Main Street	15%
East of Prairie Road / Main Street	40%
Main Street	
North of Half Day Road	5%
Willow Parkway	
West of Prairie Road	--
Total	100%

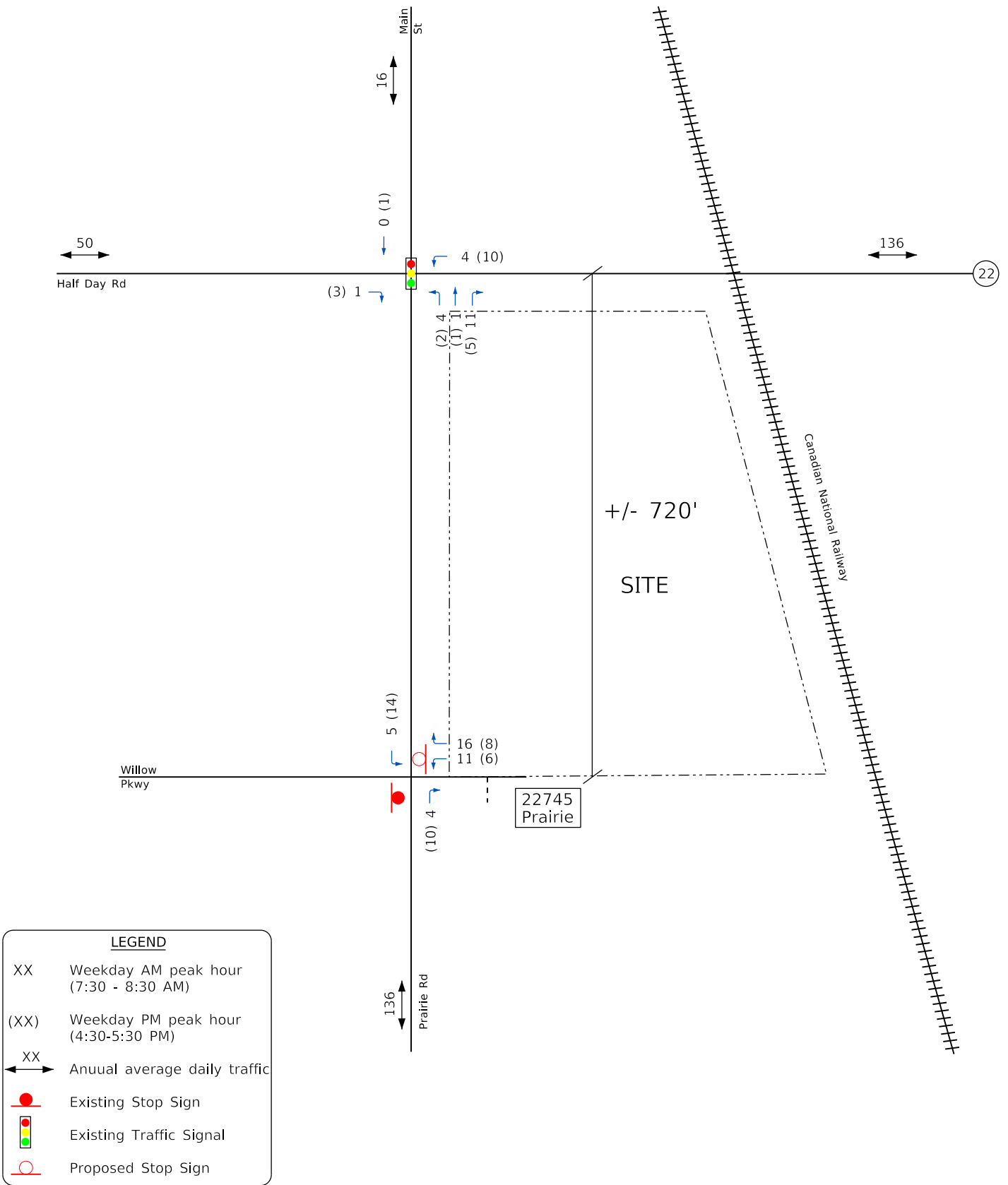
--Less than 5%

Site Traffic Assignment

Based on the direction of travel, the site-generated trips were assigned to the roadway network using the site estimated trips listed in **Table 3** and the anticipated directional distribution outlined in **Table 4**. The site vehicular traffic assignment is illustrated on **Exhibit 5**.

2030 Total Traffic Conditions

The site-generated traffic volumes (**Exhibit 5**) were then added to the 2030 No-Build traffic volumes (**Exhibit 4**) to develop the 2030 Total traffic volumes. *This includes the traffic from the closure of the existing 22745 Prairie Road driveway and a new driveway located on site.* The Total traffic volumes for the year 2030 are shown on **Exhibit 6**.

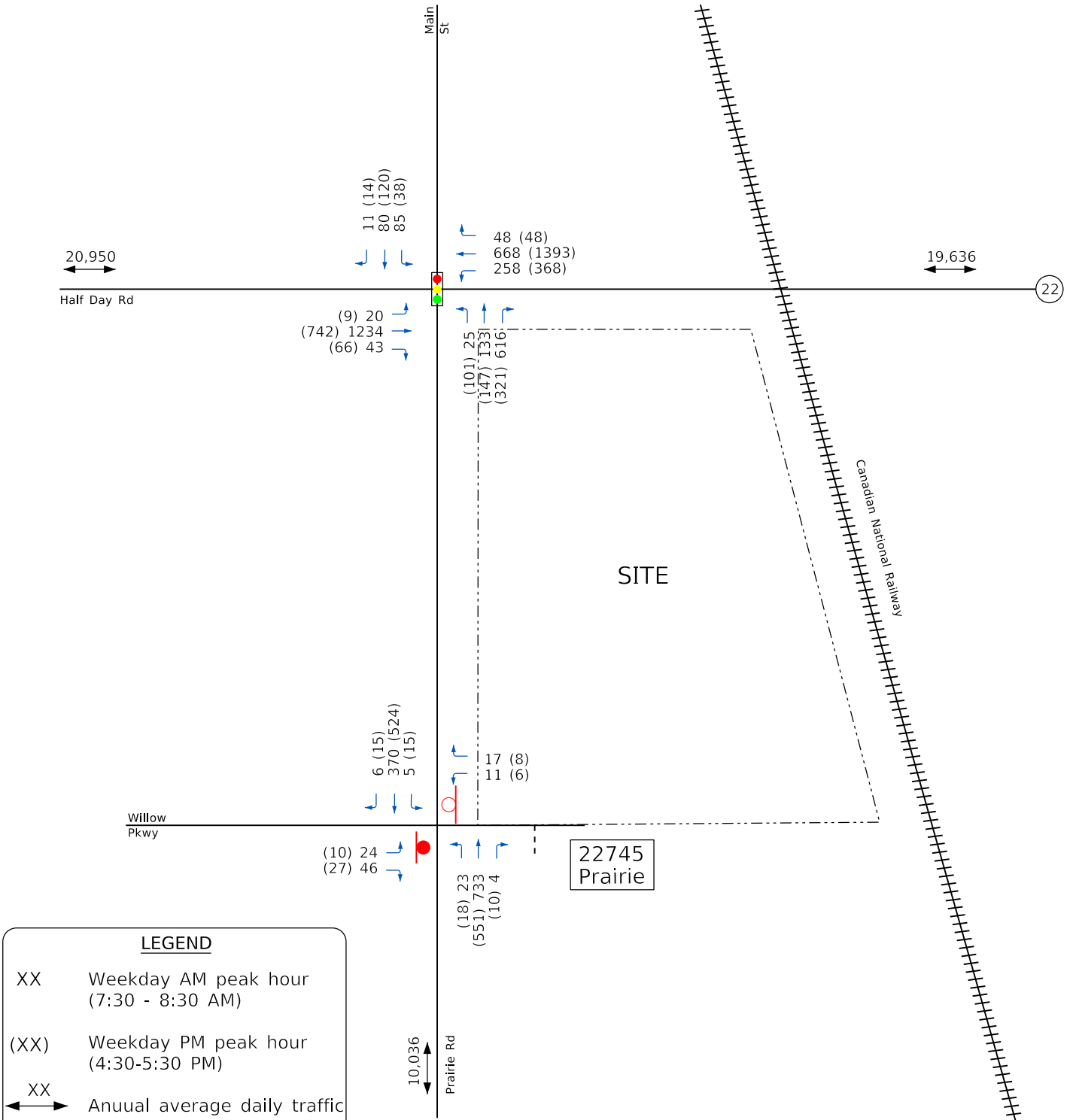


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Exhibit 5
Site Traffic



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Exhibit 6
2030 Total Traffic

Traffic Analysis

Auxiliary Lane Analysis

The LCDOT *Highway Access and Use Ordinance* was used to determine the need for a right-turn lane on northbound Prairie Road at the site access under future traffic conditions. *Note: A center, painted median is currently present on southbound Prairie Road at the site access and is anticipated to be restriped to provide a left-turn lane.*

Section 5.3.2 Auxiliary Lane Requirements indicates that a right-turn lane is considered when the criteria illustrated in Table 5.3 is satisfied for a two-lane roadway. Based on the approach and right-turn volumes on Prairie Road, a right-turn lane is *not* warranted on northbound Prairie Road at the proposed site access under future traffic conditions. *However, consideration should be given to installing a right-turn lane at the proposed site access due to driver expectations and continuity along the corridor.*

A summary of the application of the right- and left-turn lane warrants is provided in *Appendix G*.

Capacity and Queue Analysis

A primary result of capacity analysis is the assignment of levels of service to traffic facilities under various traffic flow conditions. The capacity analysis methodology is based on the concepts and procedures in the Transportation Research Board's (TRB) *Highway Capacity Manual* (HCM). The concept of level of service (LOS) is defined as a qualitative measure describing operational conditions within a traffic stream and their perception by motorists and/or passengers. A level-of-service definition provides an index to quality of traffic flow in terms of such factors as speed, travel time, freedom to maneuver, traffic interruptions, comfort, convenience and safety.

Six levels of service are defined for each type of facility. They are given letter designations from A to F, with LOS A representing the best operating conditions and LOS F the worst. LOS C is often considered acceptable for design purposes and LOS D is usually considered as providing the lower threshold of acceptable operations. Since the level of service of a traffic facility is a function of the traffic flows placed upon it, such a facility may operate at a wide range of levels of service, depending on the time of day, day of week or period of year. A description of the operating condition under each level of service is provided in *Table 5*.

Table 5: Level of Service (LOS) Summary

LOS	Description	Average Control Delay (sec/veh)	
		Signalized	Unsignalized
A	Describes conditions with little to no delay to motorists.	≤ 10	≤ 10
B	Represents a desirable level with relatively low delay to motorists.	>10 and ≤ 20	>10 and ≤ 15
C	Describes conditions with average delays to motorists.	>20 and ≤ 35	>15 and ≤ 25
D	Describes operations where the influence of congestion becomes more noticeable. Delays are still within an acceptable range.	>35 and ≤ 55	>25 and ≤ 35
E	Represents operating conditions with high delay values. This level is often considered within urban settings or for minor streets intersecting major arterial roadways to be the limit of acceptable delay.	>55 and ≤ 80	>35 and ≤ 50
F	Is considered unacceptable to most drivers with high delay values that often occur when arrival flow rates exceed the capacity of the intersection.	>80	>50

Capacity and queue analyses were conducted at all study intersections under Existing, 2030 No-Build and 2030 Total traffic volume conditions through application of the procedures described above. The impact of site-generated traffic can be measured by comparing 2030 No-Build conditions to 2030 Total conditions. The results of the intersection analyses are discussed below and are summarized in *Table 6*. All analysis worksheets are provided in *Appendix H*.

Table 6: Level-of-Service and Queue Analysis Summary

Intersection/Peak Hour/Movement	Existing			2030 No-Build			2030 Total		
	Delay ¹	LOS ²	Queue ³	Delay	LOS	Queue	Delay	LOS	Queue
Half Day Road at Prairie Road and Main Street									
<i>Weekday AM</i>									
Half Day Rd EB left-turns	58.2	E	41	58.4	E	42	58.4	E	42
Half Day Rd EB through/right-turns	55.5	E	647	73.3	E	731	73.5	E	732
Half Day Rd WB left-turns	>80.0	F	355	>80.0	F	441	>80.0	F	450
Half Day Rd WB through/right-turns	22.7	C	267	23.3	C	290	23.3	C	290
Prairie Rd NB left-turns	22.2	C	24	22.4	C	28	22.5	C	31
Prairie Rd NB throughs	34.8	C	123	36.3	D	146	36.4	D	147
Prairie Rd NB right-turns	19.8	B	340	29.3	C	524	30.3	C	565
Main St SB left-turns	23.3	C	74	23.5	C	78	23.5	C	78
Main St SB through/right-turns	27.6	C	84	29.6	C	98	29.8	C	98
Overall Intersection	45.6	D	--	61.3	E	--	62.4	E	--
<i>Weekday PM</i>									
Half Day Rd EB left-turns	58.5	E	24	58.6	E	25	58.6	E	25
Half Day Rd EB through/right-turns	32.4	C	325	33.6	C	357	33.6	C	358
Half Day Rd WB left-turns	>80.0	F	473	>80.0	F	595	>80.0	F	615
Half Day Rd WB through/right-turns	23.6	C	603	25.4	C	680	25.4	C	680
Prairie Rd NB left-turns	29.3	C	86	30.0	C	102	30.1	C	103
Prairie Rd NB throughs	39.1	D	143	41.4	D	172	41.4	D	173
Prairie Rd NB right-turns	3.6	A	50	7.0	A	100	7.3	A	104
Main St SB left-turns	28.0	C	45	28.1	C	47	28.1	C	47
Main St SB through/right-turns	40.6	D	132	42.5	D	156	42.6	D	157
Overall Intersection	36.9	D	--	48.3	D	--	50.3	D	--
Prairie Road at Willow Parkway / 22745 Prairie Road & Site Access									
<i>Weekday AM</i>									
Willow Pkwy EB approach	17.0	C	18	22.5	C	28	24.0	C	30
Site Access WB approach	12.8	B	--	14.5	B	--	25.7	D	12
Prairie Rd NB left-turns	8.1	A	3	8.3	A	3	8.3	A	3
Prairie Rd SB left-turns	0.0	A	--	--	--	--	9.5	A	--
<i>Weekday PM</i>									
Willow Pkwy EB approach	14.9	B	8	17.8	C	10	18.6	C	10
Site Access WB approach	0.0	A	--	0.0	A	--	20.8	C	5
Prairie Rd NB left-turns	8.4	A	3	8.7	A	3	8.7	A	3
Prairie Rd SB left-turns	8.3	A	--	8.6	A	--	8.7	A	--

¹ Average control delay in seconds per vehicle.

² Level of service.

³ 95th percentile queue length in feet per lane.

Half Day Road at Prairie Road / Main Street

Under existing conditions, the signalized intersection of Half Day Road at Prairie Road / Main Street operates at overall LOS “D” during the weekday morning and evening peak hours. There are several movements that operate with capacity constraints at LOS “E/F” during both peak periods. Under future (No-Build and Total) traffic conditions, this intersection is anticipated to operate at overall LOS “E” during the weekday morning peak hour and LOS “D” during the weekday evening peak hour. As previously identified in the SRA Report and the capacity analyses contained herein, improvements are necessary at this intersection to accommodate existing traffic conditions. The proposed site traffic has minimal impact on the intersection operations.

Prairie Road at Willow Parkway / Site Access

All movements at the Willow Parkway and site access intersection with Prairie Road are anticipated to operate at acceptable levels of service (at LOS “D” or better) during both peak hours studied under both existing and future traffic conditions. The 95th-percentile queue lengths for exiting movements onto Prairie Road, as well as left-turn entering movements are not expected to exceed one vehicle, which will not impact operations on- or off-site.

Future conditions assumed the site access driveway would provide one inbound lane and one outbound lane, operating under Stop sign control. It also assumed that the center median on Prairie Road would be restriped (with widening, as necessary) to provide a southbound left-turn lane, along with the installation of right-turn lane on northbound Prairie Road. Future conditions also included the closure of the existing single-family residence driveway south of the site (22745 Prairie Road) and a new driveway provided within the site; this eliminates conflicts between vehicles entering and exiting the 22745 residence and vehicles entering the site from the south within the new right-turn lane.

Parking Analysis

Parking Demand Requirements

Based on the parking requirements outlined in the Village of Buffalo Grove Code of Ordinance (Section 17.36.040) 82 parking spaces are required for the site. The Village's parking requirements are summarized in **Table 7**.

Table 7: Village Parking Requirements

Use	Size	Parking Requirement	Parking Spaces	
			Required	Provided ^A
Townhomes	41 Units	2.0 spaces per dwelling unit	82	187

^A 82 garage spaces (2 each per unit), 82 driveway spaces (2 each per unit) and 13 surface parking lot spaces.

Parking Demand Projections

To project the peak parking demand, BLA referenced the following sources:

- ITE Parking Generation 5th Edition and
- Urban Land Institute (ULI) Shared Parking, 3rd Edition.

ITE Parking Generation

The ITE Parking Generation publication provides a compilation of parking demand surveys from across the country for a wide variety of land uses. ITE LUC 221, Multifamily Housing (Mid-Rise), was referenced for the proposed development (see **Appendix I**). Using the ITE data, **Table 8** presents a summary of the projected peak parking demand for the proposed development on a weekday and weekend. Again, to provide a conservative scenario, test the maximum site impacts, the ITE parking generation estimates were *not* discounted for proximity of the proposed development to transit (located less than 0.5 miles from commuter rail).

Table 8: Projected Peak Parking Demand: ITE – Parking Generation

Land Use	ITE LUC	Size	Average Peak Parking Demand				85 th Percentile Parking Demand			
			Weekday		Weekend		Weekday		Weekend	
			Rate/Unit	Spaces	Rate/Unit	Spaces	Rate/Unit	Spaces	Rate/Unit	Spaces
Townhomes	221	41 Units	1.31	54	1.22	50	1.47	60	1.33	55

ULI Shared Parking

The ULI Shared Parking publication also contains rates for various uses by weekday and weekend. BLA referenced the peak parking demand rates for residential use (see **Appendix J**) for the proposed development (see **Table 9**).

Table 9: Projected Peak Parking Demand: ULI – Parking Generation

Land Use	Size	Peak Parking Demand						
		Weekday			Weekend			
		Visitor (Rate/Unit)	Resident (Rate/Unit)	Spaces	Visitor (Rate/Unit)	Resident (Rate/Unit)	Spaces	
Townhomes/3 bedrooms	41 Units	0.10	2.5	107	0.15	2.5	109	

Accordingly, the proposed parking supply of 187 spaces (82 garage spaces, 82 driveway spaces and 23 surface parking lot spaces) will be adequate to accommodate the project parking demand for the proposed development.

Conclusions and Recommendations

A Traffic Impact Study was performed for the proposed Prairie Point residential development located at the southeast corner of Half Day Road (IL Route 22) and Prairie Road / Main Street in Buffalo Grove, Illinois. Existing and future conditions in the study area have been described, analyzed and evaluated with respect to traffic operations and the planned development. Conclusions and recommendations of this effort are presented below:

Conclusions:

1. The existing, approximately 4.3-acre site contains undeveloped land and a single-family residence. Access to the site is provided via one driveway on Prairie Road.
2. The project will include developing the site to provide 41 (3-story, 3-bedroom) townhomes contained within seven (7) buildings. The development will be served by 187 parking spaces: 82 garage spaces, two (2) per unit; 82 driveway spaces, 2 per unit; and 23 surface parking lot spaces. Access to the site is proposed via one full access driveway on Prairie Road, opposite Willow Parkway. No new site access is proposed to Half Day Road.
3. The existing driveway serving the single-family residence at 22745 Prairie Road (to the south of the site) will be closed and a new driveway provided within the site.
4. The site traffic impacts on the existing street system will be minimal. No improvements to the adjacent existing study area intersections are required to accommodate the development traffic.

Recommendations:

1. The site access driveway should provide one inbound lane and one outbound lane, operating under Stop sign control.
2. The painted median on Prairie Road should be restriped, along with widening of Prairie Road as needed, to provide a southbound left-turn lane at the site full access, opposite Willow Parkway.
3. Provide a right-turn lane on northbound Prairie Road at the proposed site full access, opposite Willow Parkway.



Appendices



Appendix A

Traffic Count Summaries

1 - Half Day Rd at Prairie Rd / Main St - Re... - TMC

Tue Apr 11, 2023

Full Length (7 AM-9 AM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1057919, Location: 42.195763, -87.955338



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	Main Southbound						Prairie Northbound						IL 22 Eastbound						IL 22 Westbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2023-04-11 7:00AM	9	19	4	0	32	0	3	20	54	0	77	0	12	248	1	0	261	2	18	80	12	0	110	1	480
7:15AM	19	18	4	0	41	0	5	18	98	0	121	0	6	301	2	0	309	2	18	127	9	0	154	0	625
7:30AM	9	22	5	0	36	0	4	15	123	0	142	0	4	253	4	0	261	0	49	146	5	0	200	0	639
7:45AM	19	13	3	0	35	0	4	38	109	0	151	0	5	305	10	0	320	1	53	162	16	0	231	0	737
Hourly Total	56	72	16	0	144	0	16	91	384	0	491	0	27	1107	17	0	1151	5	138	515	42	0	695	1	2481
8:00AM	29	19	2	0	50	0	4	27	142	0	173	0	3	311	8	0	322	0	50	135	5	0	190	0	735
8:15AM	22	12	0	0	34	0	5	28	120	0	153	0	7	282	13	0	302	0	58	180	19	0	257	0	746
8:30AM	8	20	5	0	33	0	6	19	56	0	81	0	2	254	6	0	262	0	44	159	12	0	215	0	591
8:45AM	14	19	2	0	35	0	12	15	44	0	71	0	1	260	8	0	269	0	22	136	10	0	168	0	543
Hourly Total	73	70	9	0	152	0	27	89	362	0	478	0	13	1107	35	0	1155	0	174	610	46	0	830	0	2615
4:00PM	9	22	6	0	37	0	11	26	40	0	77	1	1	153	6	0	160	2	58	280	8	0	346	0	620
4:15PM	3	20	0	0	23	0	13	16	59	0	88	0	0	144	12	0	156	2	63	240	7	0	310	0	577
4:30PM	12	26	5	0	43	0	16	33	81	0	130	1	1	160	12	1	174	7	60	333	10	0	403	1	750
4:45PM	5	25	2	0	32	0	26	28	68	0	122	0	2	167	11	0	180	3	84	333	7	0	424	1	758
Hourly Total	29	93	13	0	135	0	66	103	248	0	417	2	4	624	41	1	670	14	265	1186	32	0	1483	2	2705
5:00PM	13	22	4	0	39	0	21	32	52	0	105	0	1	190	16	0	207	0	77	326	13	0	416	0	767
5:15PM	5	23	2	0	30	0	19	28	60	0	107	0	4	175	12	0	191	0	68	307	15	1	391	0	719
5:30PM	12	28	12	2	54	0	21	30	67	0	118	0	1	166	16	0	183	2	64	302	18	0	384	0	739
5:45PM	10	19	5	0	34	0	13	36	68	0	117	0	1	139	7	0	147	7	61	241	15	0	317	0	615
Hourly Total	40	92	23	2	157	0	74	126	247	0	447	0	7	670	51	0	728	9	270	1176	61	1	1508	0	2840
Total	198	327	61	2	588	0	183	409	1241	0	1833	2	51	3508	144	1	3704	28	847	3487	181	1	4516	3	10641
% Approach	33.7%	55.6%	10.4%	0.3%	-	-	10.0%	22.3%	67.7%	0%	-	-	1.4%	94.7%	3.9%	0%	-	-	18.8%	77.2%	4.0%	0%	-	-	-
% Total	1.9%	3.1%	0.6%	0%	5.5%	-	1.7%	3.8%	11.7%	0%	17.2%	-	0.5%	33.0%	1.4%	0%	34.8%	-	8.0%	32.8%	1.7%	0%	42.4%	-	-
Lights	194	318	57	2	571	-	175	405	1219	0	1799	-	48	3423	141	1	3613	-	834	3409	177	1	4421	-	10404
% Lights	98.0%	97.2%	93.4%	100%	97.1%	-	95.6%	99.0%	98.2%	0%	98.1%	-	94.1%	97.6%	97.9%	100%	97.5%	-	98.5%	97.8%	97.8%	100%	97.9%	-	97.8%
Articulated Trucks	0	0	0	0	0	-	0	0	4	0	4	-	1	33	0	0	34	-	3	24	1	0	28	-	66
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0.3%	0%	0.2%	-	2.0%	0.9%	0%	0%	0.9%	-	0.4%	0.7%	0.6%	0%	0.6%	-	0.6%
Buses and Single-Unit Trucks	4	9	4	0	17	-	8	4	18	0	30	-	2	52	3	0	57	-	10	54	3	0	67	-	171
% Buses and Single-Unit Trucks	2.0%	2.8%	6.6%	0%	2.9%	-	4.4%	1.0%	1.5%	0%	1.6%	-	3.9%	1.5%	2.1%	0%	1.5%	-	1.2%	1.5%	1.7%	0%	1.5%	-	1.6%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	26	-	-	-	-	-	2	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	50.0%	-	-	-	-	-	92.9%	-	-	-	-	-	66.7%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	2	-	-	-	-	-	1	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	50.0%	-	-	-	-	-	7.1%	-	-	-	-	-	33.3%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1 - Half Day Rd at Prairie Rd / Main St - Re... - TMC

Tue Apr 11, 2023

AM Peak (7:30 AM - 8:30 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1057919, Location: 42.195763, -87.955338



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	Main Southbound						Prairie Northbound						IL 22 Eastbound						IL 22 Westbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2023-04-11 7:30AM	9	22	5	0	36	0	4	15	123	0	142	0	4	253	4	0	261	0	49	146	5	0	200	0	639
7:45AM	19	13	3	0	35	0	4	38	109	0	151	0	5	305	10	0	320	1	53	162	16	0	231	0	737
8:00AM	29	19	2	0	50	0	4	27	142	0	173	0	3	311	8	0	322	0	50	135	5	0	190	0	735
8:15AM	22	12	0	0	34	0	5	28	120	0	153	0	7	282	13	0	302	0	58	180	19	0	257	0	746
Total	79	66	10	0	155	0	17	108	494	0	619	0	19	1151	35	0	1205	1	210	623	45	0	878	0	2857
% Approach	51.0%	42.6%	6.5%	0%	-	-	2.7%	17.4%	79.8%	0%	-	-	1.6%	95.5%	2.9%	0%	-	-	23.9%	71.0%	5.1%	0%	-	-	-
% Total	2.8%	2.3%	0.4%	0%	5.4%	-	0.6%	3.8%	17.3%	0%	21.7%	-	0.7%	40.3%	1.2%	0%	42.2%	-	7.4%	21.8%	1.6%	0%	30.7%	-	-
PHF	0.681	0.750	0.500	-	0.775	-	0.850	0.711	0.870	-	0.895	-	0.679	0.925	0.673	-	0.936	-	0.905	0.865	0.592	-	0.854	-	0.957
Lights	78	61	8	0	147	-	13	106	483	0	602	-	17	1129	34	0	1180	-	206	599	44	0	849	-	2778
% Lights	98.7%	92.4%	80.0%	0%	94.8%	-	76.5%	98.1%	97.8%	0%	97.3%	-	89.5%	98.1%	97.1%	0%	97.9%	-	98.1%	96.1%	97.8%	0%	96.7%	-	97.2%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	1	7	0	0	8	-	1	5	0	0	6	-	14
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	5.3%	0.6%	0%	0%	0.7%	-	0.5%	0.8%	0%	0%	0.7%	-	0.5%
Buses and Single-Unit Trucks	1	5	2	0	8	-	4	2	11	0	17	-	1	15	1	0	17	-	3	19	1	0	23	-	65
% Buses and Single-Unit Trucks	1.3%	7.6%	20.0%	0%	5.2%	-	23.5%	1.9%	2.2%	0%	2.7%	-	5.3%	1.3%	2.9%	0%	1.4%	-	1.4%	3.0%	2.2%	0%	2.6%	-	2.3%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-100%	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1 - Half Day Rd at Prairie Rd / Main St - Re... - TMC

Tue Apr 11, 2023

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1057919, Location: 42.195763, -87.955338



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	Main Southbound						Prairie Northbound						IL 22 Eastbound						IL 22 Westbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2023-04-11 4:30PM	12	26	5	0	43	0	16	33	81	0	130	1	1	160	12	1	174	7	60	333	10	0	403	1	750
4:45PM	5	25	2	0	32	0	26	28	68	0	122	0	2	167	11	0	180	3	84	333	7	0	424	1	758
5:00PM	13	22	4	0	39	0	21	32	52	0	105	0	1	190	16	0	207	0	77	326	13	0	416	0	767
5:15PM	5	23	2	0	30	0	19	28	60	0	107	0	4	175	12	0	191	0	68	307	15	1	391	0	719
Total	35	96	13	0	144	0	82	121	261	0	464	1	8	692	51	1	752	10	289	1299	45	1	1634	2	2994
% Approach	24.3%	66.7%	9.0%	0%	-	-	17.7%	26.1%	56.3%	0%	-	-	1.1%	92.0%	6.8%	0.1%	-	-	17.7%	79.5%	2.8%	0.1%	-	-	-
% Total	1.2%	3.2%	0.4%	0%	4.8%	-	2.7%	4.0%	8.7%	0%	15.5%	-	0.3%	23.1%	1.7%	0%	25.1%	-	9.7%	43.4%	1.5%	0%	54.6%	-	-
PHF	0.673	0.923	0.650	-	0.837	-	0.788	0.917	0.806	-	0.892	-	0.500	0.911	0.797	0.250	0.908	-	0.860	0.975	0.750	0.250	0.963	-	0.976
Lights	35	96	13	0	144	-	82	120	258	0	460	-	8	679	49	1	737	-	286	1288	45	1	1620	-	2961
% Lights	100%	100%	100%	0%	100%	-	100%	99.2%	98.9%	0%	99.1%	-	100%	98.1%	96.1%	100%	98.0%	-	99.0%	99.2%	100%	100%	99.1%	-	98.9%
Articulated Trucks	0	0	0	0	0	-	0	0	2	0	2	-	0	8	0	0	8	-	0	5	0	0	5	-	15
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0.8%	0%	0.4%	-	0%	1.2%	0%	0%	1.1%	-	0%	0.4%	0%	0%	0.3%	-	0.5%
Buses and Single-Unit Trucks	0	0	0	0	0	-	0	1	1	0	2	-	0	5	2	0	7	-	3	6	0	0	9	-	18
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	0%	0.8%	0.4%	0%	0.4%	-	0%	0.7%	3.9%	0%	0.9%	-	1.0%	0.5%	0%	0%	0.6%	-	0.6%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	8	-	-	-	-	-	2	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	80.0%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	2	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	20.0%	-	-	-	-	-	0%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Prairie Rd at Willow Pkwy - TMC

Tue Apr 11, 2023

Full Length (7 AM-9 AM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians)

All Movements

ID: 1054038, Location: 42.193827, -87.95536



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	Willow Pkwy Eastbound					Prairie Rd Northbound					Prairie Rd Southbound					
Time	L	R	U	App	Ped*	L	T	U	App	Ped*	T	R	U	App	Ped*	Int
2023-04-11 7:00AM	5	3	0	8	1	0	71	0	71	0	41	1	0	42	0	121
7:15AM	2	5	0	7	1	1	118	0	119	0	35	2	0	37	0	163
7:30AM	7	12	0	19	1	3	136	0	139	0	71	1	1	73	0	231
7:45AM	5	11	0	16	0	9	145	0	154	0	74	1	0	75	0	245
Hourly Total	19	31	0	50	3	13	470	0	483	0	221	5	1	227	0	760
8:00AM	5	12	0	17	1	8	175	0	183	0	76	1	0	77	0	277
8:15AM	5	8	0	13	1	1	147	0	148	0	81	3	0	84	0	245
8:30AM	7	11	0	18	0	1	71	0	72	0	65	1	0	66	0	156
8:45AM	5	6	0	11	0	2	66	0	68	0	46	2	0	48	0	127
Hourly Total	22	37	0	59	2	12	459	0	471	0	268	7	0	275	0	805
4:00PM	1	6	0	7	3	8	76	0	84	0	81	1	0	82	0	173
4:15PM	1	6	0	7	4	8	82	0	90	0	98	4	0	102	0	199
4:30PM	1	10	0	11	5	2	126	0	128	0	100	3	0	103	0	242
4:45PM	3	1	0	4	7	4	119	0	123	0	110	3	0	113	0	240
Hourly Total	6	23	0	29	19	22	403	0	425	0	389	11	0	400	0	854
5:00PM	3	5	0	8	2	8	105	0	113	0	112	5	0	117	0	238
5:15PM	2	9	0	11	5	3	100	0	103	0	109	3	0	112	0	226
5:30PM	4	4	0	8	5	5	110	0	115	0	107	5	0	112	0	235
5:45PM	4	7	0	11	5	9	109	0	118	0	84	4	0	88	0	217
Hourly Total	13	25	0	38	17	25	424	0	449	0	412	17	0	429	0	916
Total	60	116	0	176	41	72	1756	0	1828	0	1290	40	1	1331	0	3335
% Approach	34.1%	65.9%	0%	-	-	3.9%	96.1%	0%	-	-	96.9%	3.0%	0.1%	-	-	-
% Total	1.8%	3.5%	0%	5.3%	-	2.2%	52.7%	0%	54.8%	-	38.7%	1.2%	0%	39.9%	-	-
Lights	59	109	0	168	-	71	1718	0	1789	-	1264	40	1	1305	-	3262
% Lights	98.3%	94.0%	0%	95.5%	-	98.6%	97.8%	0%	97.9%	-	98.0%	100%	100%	98.0%	-	97.8%
Articulated Trucks	0	0	0	0	-	0	3	0	3	-	2	0	0	2	-	5
% Articulated Trucks	0%	0%	0%	0%	-	0%	0.2%	0%	0.2%	-	0.2%	0%	0%	0.2%	-	0.1%
Buses and Single-Unit Trucks	1	7	0	8	-	1	35	0	36	-	24	0	0	24	-	68
% Buses and Single-Unit Trucks	1.7%	6.0%	0%	4.5%	-	1.4%	2.0%	0%	2.0%	-	1.9%	0%	0%	1.8%	-	2.0%
Pedestrians	-	-	-	-	41	-	-	-	-	0	-	-	-	-	0	-
% Pedestrians	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Prairie Rd at Willow Pkwy - TMC

Tue Apr 11, 2023

AM Peak (7:30 AM - 8:30 AM) - Overall Peak Hour

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All Movements

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Time	L	R	U	App	Ped*	L	T	U	App	Ped*	T	R	U	App	Ped*	Int
2023-04-11 7:30AM	7	12	0	19	1	3	136	0	139	0	71	1	1	73	0	231
7:45AM	5	11	0	16	0	9	145	0	154	0	74	1	0	75	0	245
8:00AM	5	12	0	17	1	8	175	0	183	0	76	1	0	77	0	277
8:15AM	5	8	0	13	1	1	147	0	148	0	81	3	0	84	0	245
Total	22	43	0	65	3	21	603	0	624	0	302	6	1	309	0	998
% Approach	33.8%	66.2%	0%	-	-	3.4%	96.6%	0%	-	-	97.7%	1.9%	0.3%	-	-	-
% Total	2.2%	4.3%	0%	6.5%	-	2.1%	60.4%	0%	62.5%	-	30.3%	0.6%	0.1%	31.0%	-	-
PHF	0.786	0.896	-	0.855	-	0.583	0.861	-	0.852	-	0.932	0.500	0.250	0.920	-	0.901
Lights	21	41	0	62	-	20	583	0	603	-	294	6	1	301	-	966
% Lights	95.5%	95.3%	0%	95.4%	-	95.2%	96.7%	0%	96.6%	-	97.4%	100%	100%	97.4%	-	96.8%
Articulated Trucks	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	1	2	0	3	-	1	20	0	21	-	8	0	0	8	-	32
% Buses and Single-Unit Trucks	4.5%	4.7%	0%	4.6%	-	4.8%	3.3%	0%	3.4%	-	2.6%	0%	0%	2.6%	-	3.2%
Pedestrians	-	-	-	-	3	-	-	-	-	0	-	-	-	-	0	-
% Pedestrians	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Prairie Rd at Willow Pkwy - TMC

Tue Apr 11, 2023

PM Peak (4:30 PM - 5:30 PM)

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ID: 1054038, Location: 42.193827, -87.95536



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Time	L	R	U	App	Ped*	L	T	U	App	Ped*	T	R	U	App	Ped*	Int
2023-04-11 4:30PM	1	10	0	11	5	2	126	0	128	0	100	3	0	103	0	242
4:45PM	3	1	0	4	7	4	119	0	123	0	110	3	0	113	0	240
5:00PM	3	5	0	8	2	8	105	0	113	0	112	5	0	117	0	238
5:15PM	2	9	0	11	5	3	100	0	103	0	109	3	0	112	0	226
Total	9	25	0	34	19	17	450	0	467	0	431	14	0	445	0	946
% Approach	26.5%	73.5%	0%	-	-	3.6%	96.4%	0%	-	-	96.9%	3.1%	0%	-	-	-
% Total	1.0%	2.6%	0%	3.6%	-	1.8%	47.6%	0%	49.4%	-	45.6%	1.5%	0%	47.0%	-	-
PHF	0.750	0.625	-	0.773	-	0.531	0.893	-	0.912	-	0.962	0.700	-	0.951	-	0.977
Lights	9	23	0	32	-	17	447	0	464	-	426	14	0	440	-	936
% Lights	100%	92.0%	0%	94.1%	-	100%	99.3%	0%	99.4%	-	98.8%	100%	0%	98.9%	-	98.9%
Articulated Trucks	0	0	0	0	-	0	1	0	1	-	1	0	0	1	-	2
% Articulated Trucks	0%	0%	0%	0%	-	0%	0.2%	0%	0.2%	-	0.2%	0%	0%	0.2%	-	0.2%
Buses and Single-Unit Trucks	0	2	0	2	-	0	2	0	2	-	4	0	0	4	-	8
% Buses and Single-Unit Trucks	0%	8.0%	0%	5.9%	-	0%	0.4%	0%	0.4%	-	0.9%	0%	0%	0.9%	-	0.8%
Pedestrians	-	-	-	-	19	-	-	-	-	0	-	-	-	-	0	-
% Pedestrians	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn



Appendix B

CMAP Traffic Volume Projections



Chicago Metropolitan Agency for Planning

433 West Van Buren Street
Suite 450
Chicago, IL 60607
312-454-0400
cmap.illinois.gov

April 6, 2023

Lynn M. Means, P.E., PTOE, RSP1
Senior Transportation Engineer
BLA, Inc.
333 Pierce Road
Suite 200
Itasca, IL 60143

Subject: IL 22 (Half Day Road) @ Prairie Road
IDOT

Dear Ms. Means:

In response to a request made on your behalf and dated April 4, 2023, we have developed year 2050 average daily traffic (ADT) projections for the subject location.

ROAD SEGMENT	Current ADT	Year 2050 ADT
IL 22 Half Day Rd from Buffalo Grove Rd to Prairie Rd	19,100	24,100
IL 22 Half Day Rd from Prairie Rd to Milwaukee Ave	17,800	22,400
Prairie Ave from IL 22 Half Day Rd to Aptakisic Rd	7,450	9,400

Traffic projections are developed using existing ADT data provided in the request letter and the results from the October 2022 CMAP Travel Demand Analysis. The regional travel model uses CMAP 2050 socioeconomic projections and assumes the implementation of the ON TO 2050 Comprehensive Regional Plan for the Northeastern Illinois area. The provision of this data in support of your request does not constitute a CMAP endorsement of the proposed development or any subsequent developments.

If you have any questions, please call me at (312) 386-8806.

Sincerely,

Jose Rodriguez, PTP, AICP
Senior Planner, Research & Analysis

cc: Rios (IDOT)
2023_TrafficForecasts\BuffaloGrove\la-12-23\la-12-23.docx



Appendix C

SRA Excerpts

Strategic Regional Arterial

Illinois 22
from U.S. 14 to U.S. 41



**Operation
GreenLight**

**Illinois Department of Transportation
April 1993**



Appendix D

Site Plan

22825 N. PRAIRIE ROAD

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 200
BUFFALO GROVE, IL 60089
PHONE (847) 367-0848
FAX (847) 367-0847
E-MAIL ADDRESS: PEARSON.BROWN@PEARSONBROWN.COM
© COPYRIGHT 2023 PEARSON, BROWN & ASSOCIATES, INC. ALL RIGHTS RESERVED

DESIGNED BY: D.S.K.
CHECKED BY: J.F.C.
ORIGINAL ISSUE: 04/28/23

DATE BY: JFC
REVISIONS PER VILLAGE REVIEW COMMENTS

REVISIONS

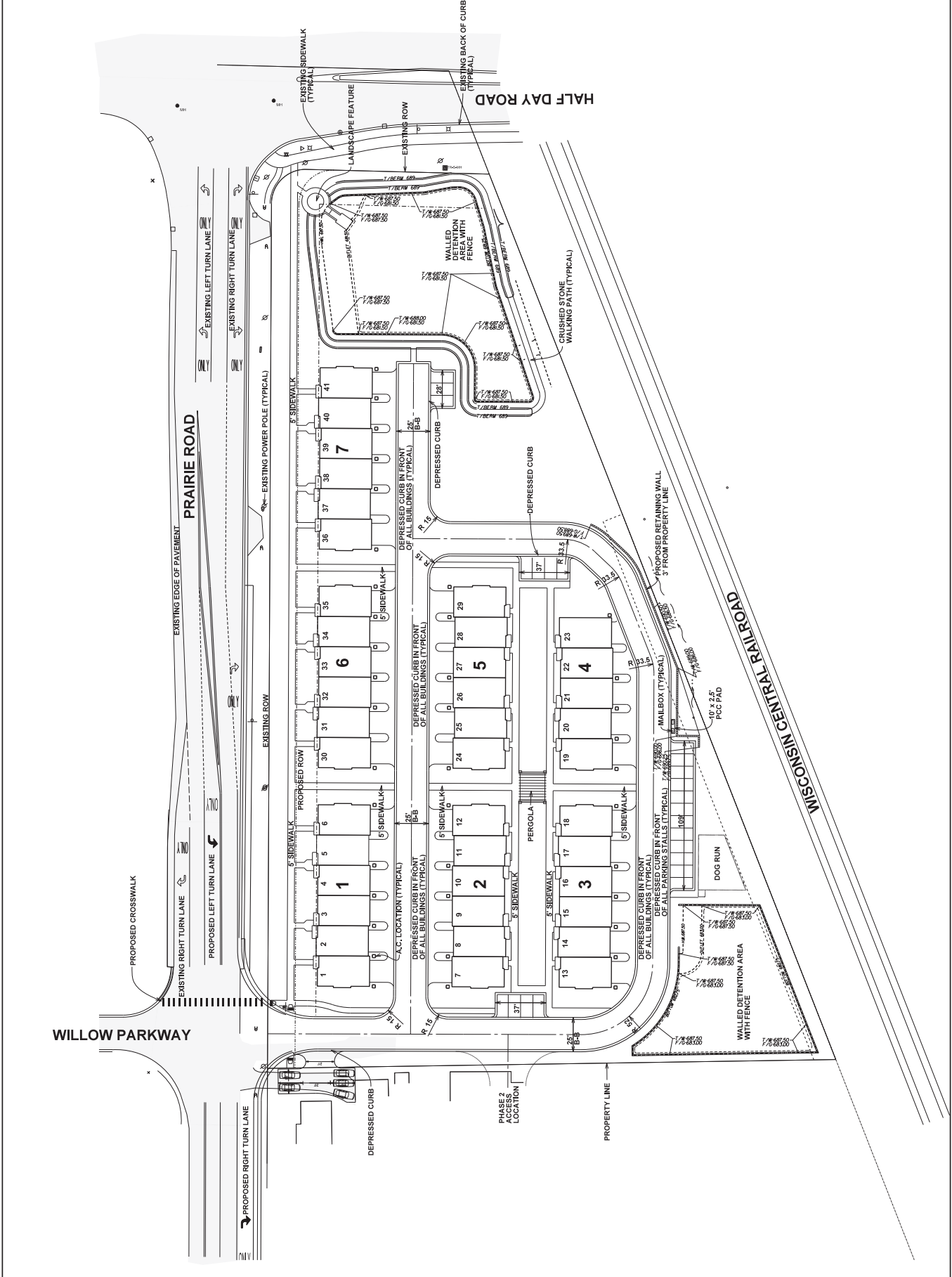
3
SHEET NUMBER
OF 8 SHEETS

GEOMETRICS PLAN

22825 N. PRAIRIE ROAD

SCALE: 1" = 30'

NORTH





Appendix E

ITE Trip Generation Excerpts

Land Use: 220

Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 22

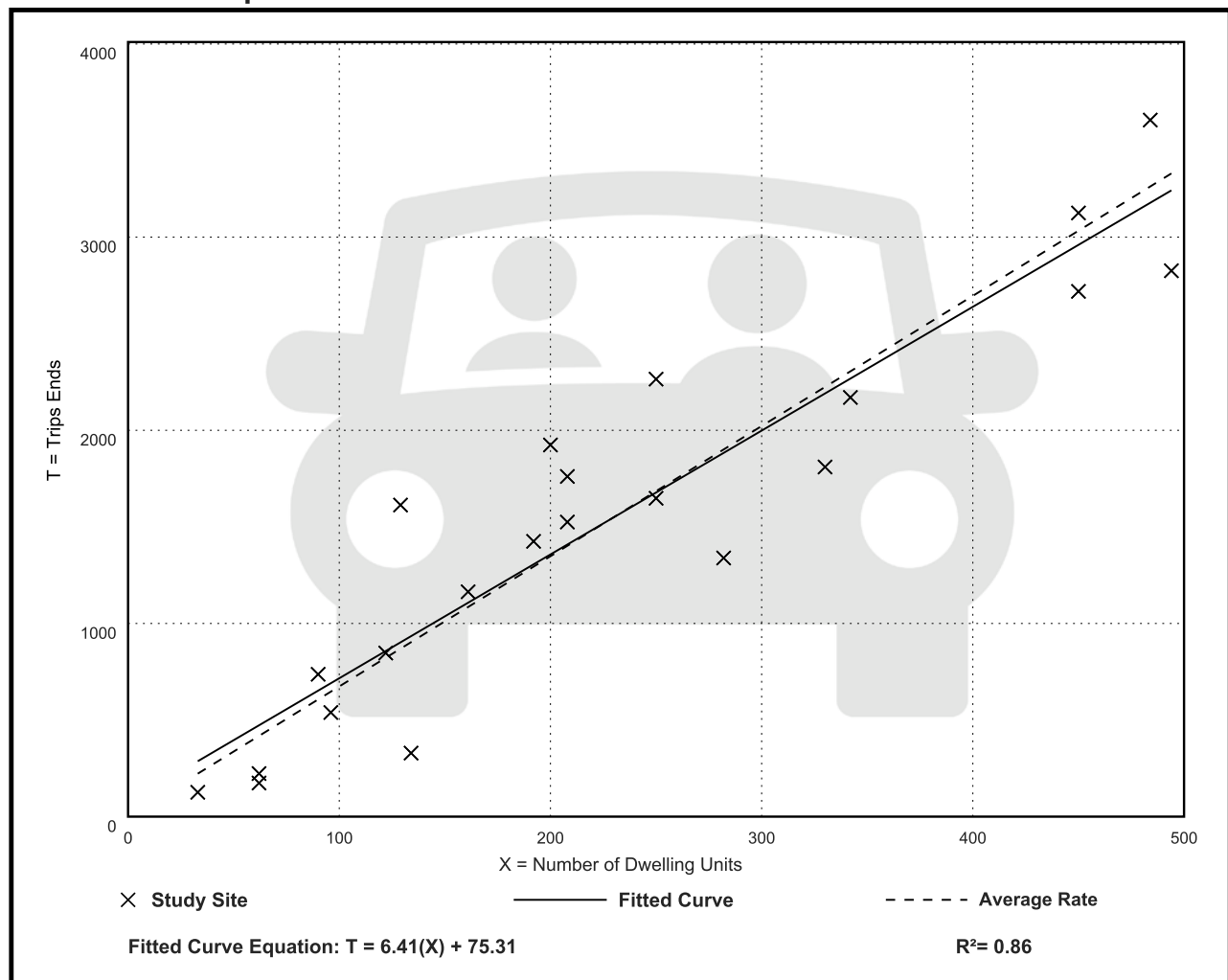
Avg. Num. of Dwelling Units: 229

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 49

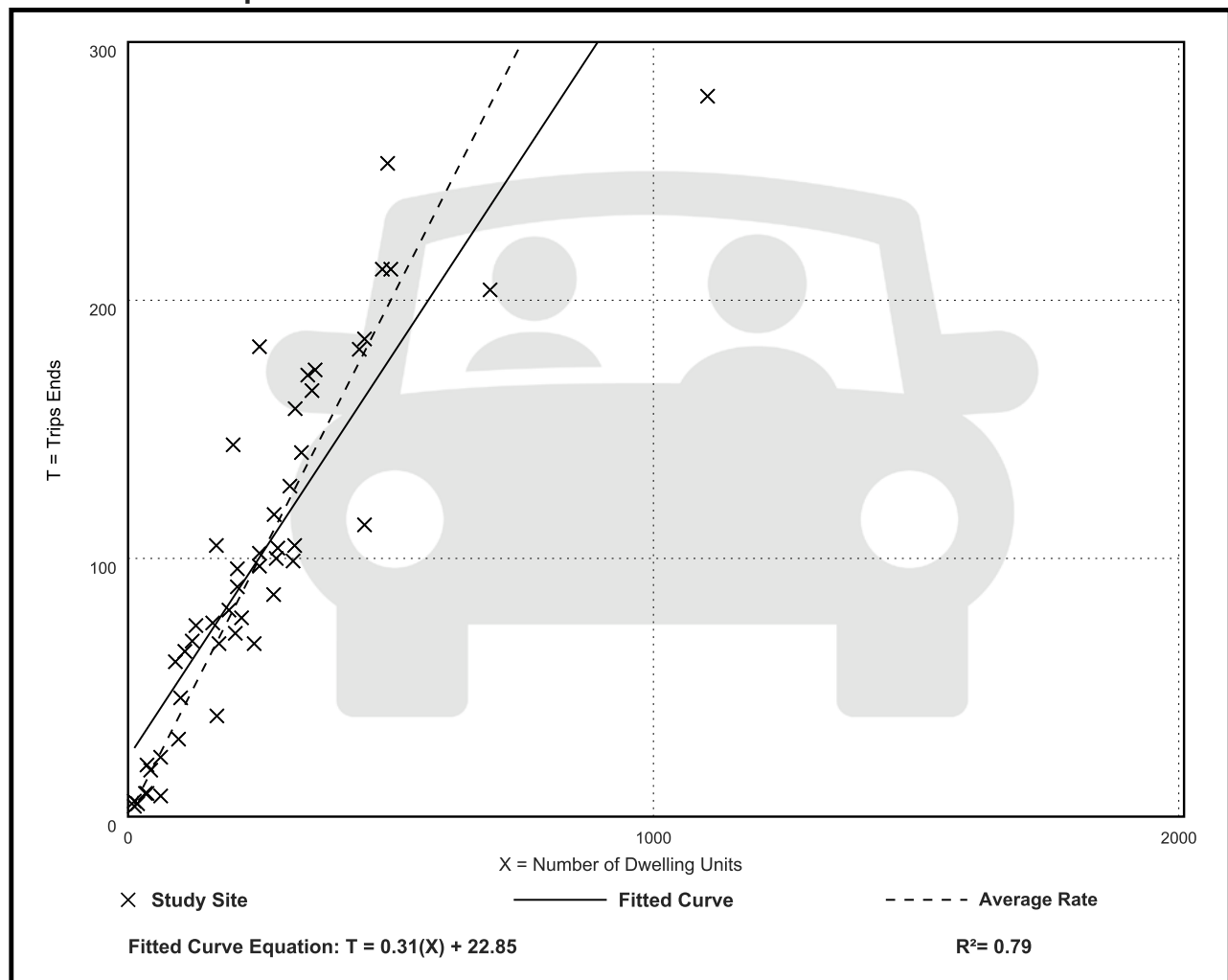
Avg. Num. of Dwelling Units: 249

Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 59

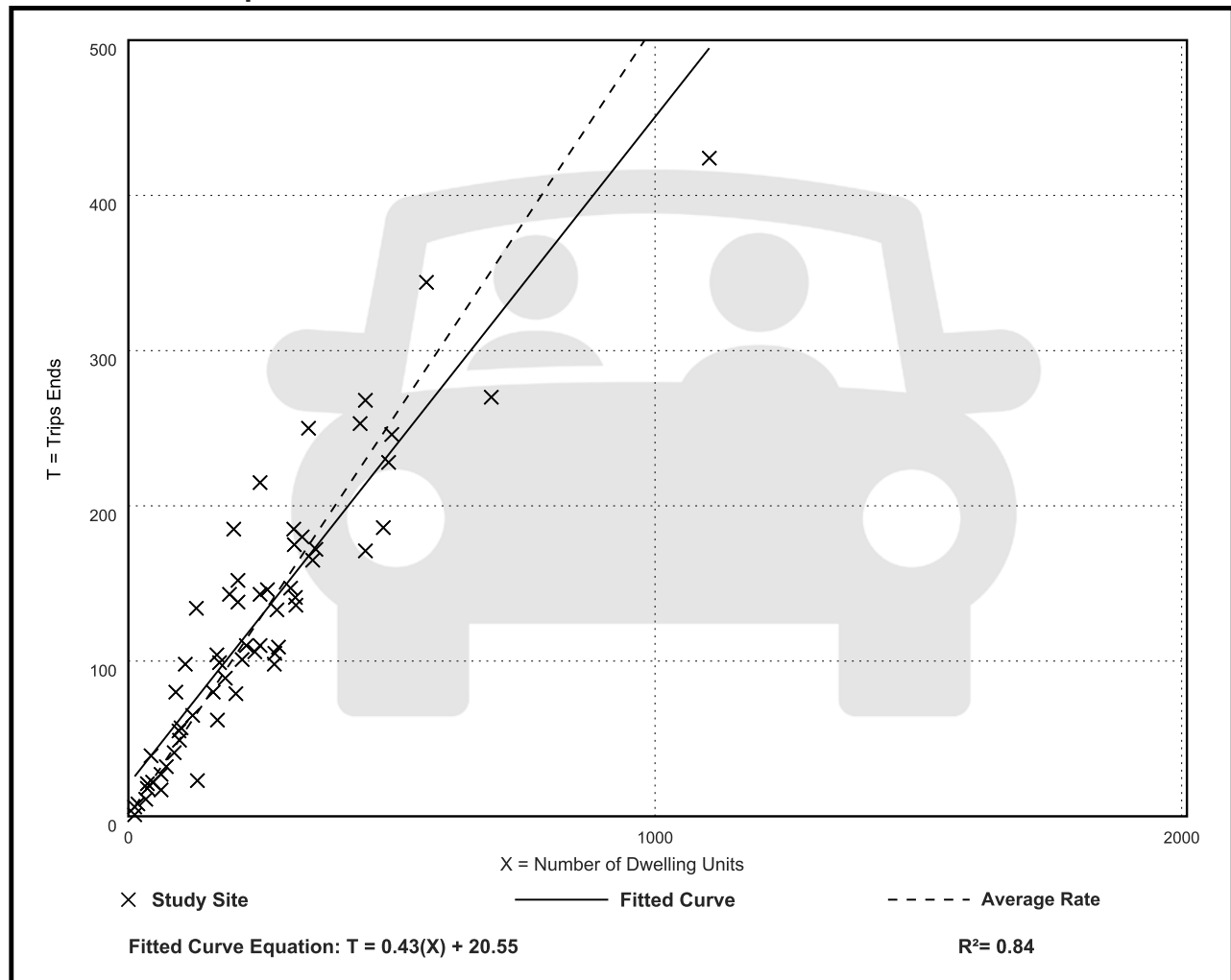
Avg. Num. of Dwelling Units: 241

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation

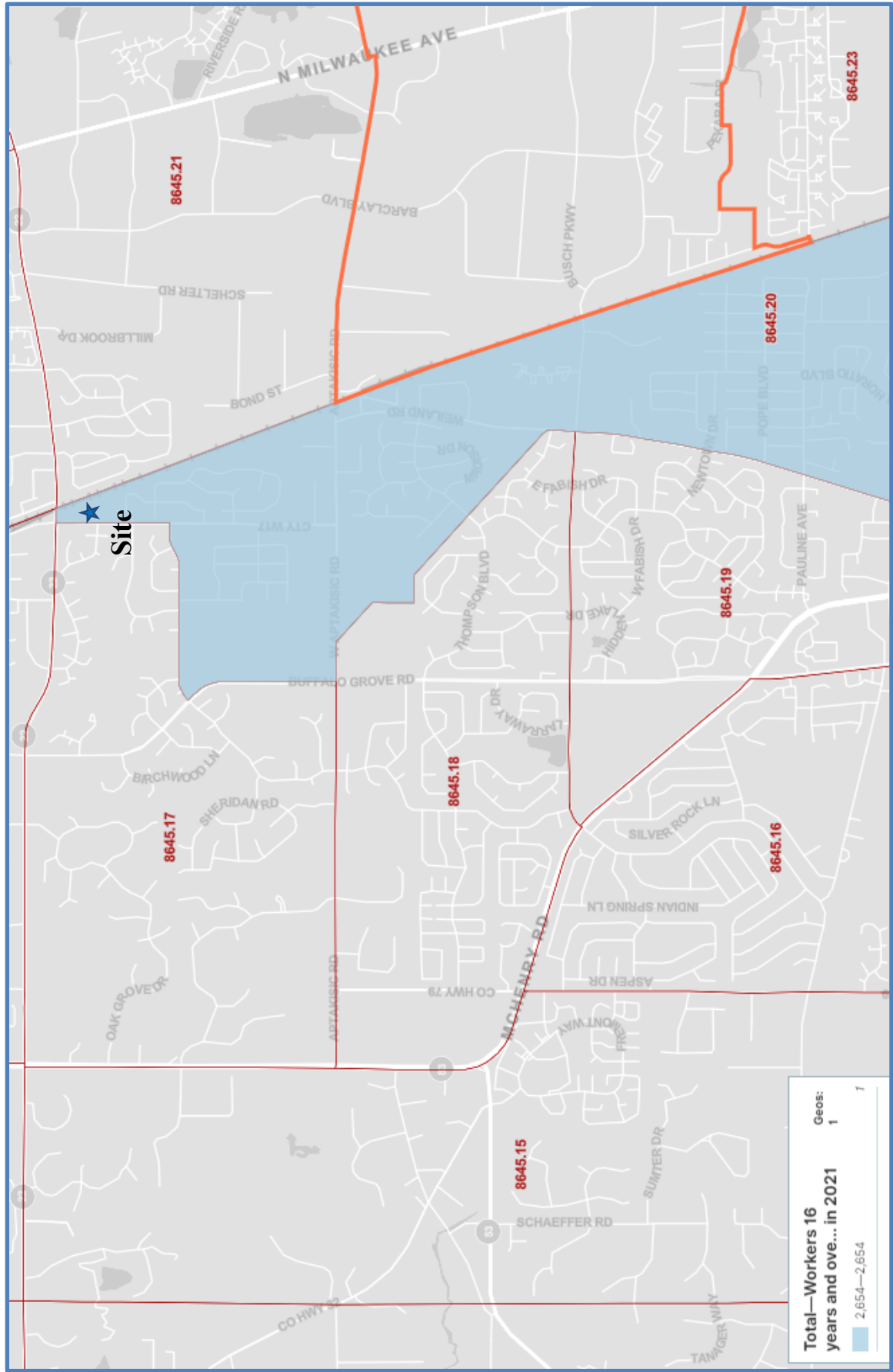




Appendix F

US Census Data

US Census Tract Map



MEANS OF TRANSPORTATION TO WORK

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Census Tract 8645.20, Lake County, Illinois

Label	Estimate	Margin of Error
▼ Total:	2,654	±263
▼ Car, truck, or van:	1,915	±221
Drove alone	1,838	±218
▼ Carpooled:	77	±43
In 2-person carpool	68	±41
In 3-person carpool	9	±14
In 4-person carpool	0	±12
In 5- or 6-person carpool	0	±12
In 7-or-more-person carpool	0	±12
▼ Public transportation (excluding taxicab):	160	±73
Bus	0	±12
Subway or elevated rail	14	±17
Long-distance train or commuter rail	146	±71
Light rail, streetcar or trolley (carro público in Puerto Rico)	0	±12
Ferryboat	0	±12
Taxicab	0	±12
Motorcycle	0	±12
Bicycle	0	±12
Walked	17	±24
Other means	22	±31
Worked from home	540	±187

Table Notes

MEANS OF TRANSPORTATION TO WORK

Survey/Program: American Community Survey

Universe: Workers 16 years and over

Year: 2021

Estimates: 5-Year

Table ID: B08301

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Workers include members of the Armed Forces and civilians who were at work last week.

Several means of transportation to work categories were updated in 2019. For more information, see: Change to Means of Transportation.

The 2017-2021 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

- The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.

N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

The estimate or margin of error is not applicable or not available.

median-

The median falls in the lowest interval of an open-ended distribution (for example "2,500-")

median+

The median falls in the highest interval of an open-ended distribution (for example "250,000+").

**

The margin of error could not be computed because there were an insufficient number of sample observations.

The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.

A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.



Appendix G

Auxiliary Lane Warrant Analysis

Prairie Road (Northbound) at Site Access

Table 5.3 Right-Turn Lane Guidelines for Two-Lane Highways

Approach Lane Volume (vph)	Minimum Right-turn Volume Warranting Exclusive Lane (vph)				
	By Posted Speed Limit				
	35 mph	40 mph	45 mph	50 mph	55 mph
200	--	--	75	35	20
300	--	120	40	25	15
400	200	50	30	20	10
500	50	25	20	15	10
600	25	15	15	10	10
800	15	10	10	10	10
1200	10	10	10	10	10

Alternative / Timeframe	Speed Limit	Advancing Volume	No. Right-Turns	Satisfied?
2030 Total Traffic				
AM Peak	40	760	4	No
PM Peak		579	10	No



Appendix H

Capacity Analysis Worksheets

Lanes, Volumes, Timings

3: Prairie Rd & Half Day Rd

Existing Conditions
Weekday AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	19	1151	35	210	623	45	17	109	500	79	66	10
Future Volume (vph)	19	1151	35	210	623	45	17	109	500	79	66	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	170		0	350		0	160		405	105		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	150			180			125			225		
Satd. Flow (prot)	1641	3524	0	1770	3441	0	1456	1863	1583	1787	1693	0
Flt Permitted	0.950			0.950			0.705			0.624		
Satd. Flow (perm)	1641	3524	0	1770	3441	0	1079	1863	1583	1174	1693	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		3			7				196		6	
Link Speed (mph)		35			35			40			30	
Link Distance (ft)		734			923			756			618	
Travel Time (s)		14.3			18.0			12.9			14.0	
Confl. Peds. (#/hr)							1					1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	10%	2%	3%	2%	4%	2%	24%	2%	2%	1%	8%	20%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	20	1249	0	221	703	0	18	115	526	83	80	0
Turn Type	Prot	NA		Prot	NA		pm+pt	NA	pm+ov	pm+pt	NA	
Protected Phases	5	2		1	6		3	8	1	7	4	
Permitted Phases							8		8	4		
Detector Phase	5	2		1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	8.0	3.0	3.0	8.0	
Minimum Split (s)	7.5	38.0		7.5	36.0		6.5	14.0	7.5	6.5	47.0	
Total Split (s)	18.0	50.0		18.0	50.0		18.0	34.0	18.0	18.0	34.0	
Total Split (%)	15.0%	41.7%		15.0%	41.7%		15.0%	28.3%	15.0%	15.0%	28.3%	
Yellow Time (s)	3.5	4.0		3.5	4.0		3.5	4.0	3.5	3.5	4.0	
All-Red Time (s)	1.0	2.0		1.0	2.0		0.0	2.0	1.0	0.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.5	6.0		4.5	6.0		3.5	6.0	4.5	3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Max		None	C-Max		None	Max	None	None	Max	
Act Effect Green (s)	7.0	44.0		13.5	56.8		43.3	35.5	55.0	48.4	41.6	
Actuated g/C Ratio	0.06	0.37		0.11	0.47		0.36	0.30	0.46	0.40	0.35	
v/c Ratio	0.21	0.97		1.11	0.43		0.04	0.21	0.63	0.16	0.14	
Control Delay	58.2	55.5		145.3	22.7		22.2	34.8	19.8	23.3	27.6	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	58.2	55.5		145.3	22.7		22.2	34.8	19.8	23.3	27.6	
LOS	E	E		F	C		C	C	B	C	C	
Approach Delay		55.5			52.1			22.5			25.4	
Approach LOS		E			D			C			C	
Queue Length 50th (ft)	15	494		~196	166		8	68	197	40	37	
Queue Length 95th (ft)	41	#647		#355	267		24	123	340	74	84	
Internal Link Dist (ft)		654			843			676			538	
Turn Bay Length (ft)	170			350			160		405	105		

23 EX.syn
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Synchro 11 Report

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie

Lanes, Volumes, Timings

3: Prairie Rd & Half Day Rd

Existing Conditions

Weekday AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Base Capacity (vph)	184	1294		199	1633		479	550	831	548	591	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.11	0.97		1.11	0.43		0.04	0.21	0.63	0.15	0.14	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 53 (44%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 120

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.11

Intersection Signal Delay: 45.6

Intersection LOS: D

Intersection Capacity Utilization 92.5%

ICU Level of Service F

Analysis Period (min) 15

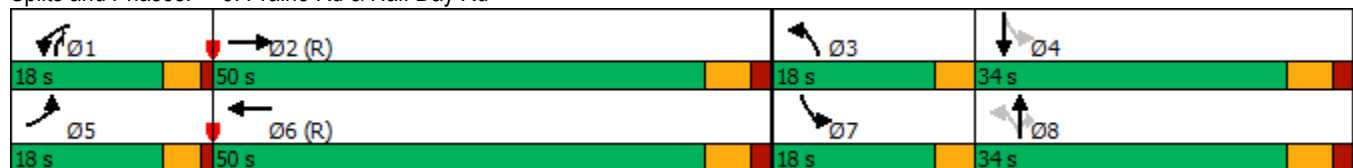
~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Prairie Rd & Half Day Rd



HCM 6th TWSC
6: Prairie Rd & Willow Pkwy/22745 Prairie

Existing Conditions

Weekday AM

Intersection												
Int Delay, s/veh	1.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↵	↵			↵	↵
Traffic Vol, veh/h	22	0	43	0	0	1	21	603	0	0	305	6
Future Vol, veh/h	22	0	43	0	0	1	21	603	0	0	305	6
Conflicting Peds, #/hr	0	0	0	0	0	0	3	0	0	0	0	3
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	155	-	-	-	-	115
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	4	2	5	0	0	0	5	3	0	0	3	0
Mvmt Flow	24	0	48	0	0	1	23	670	0	0	339	7
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1059	1058	342	1083	1065	670	349	0	0	670	0	0
Stage 1	342	342	-	716	716	-	-	-	-	-	-	-
Stage 2	717	716	-	367	349	-	-	-	-	-	-	-
Critical Hdwy	7.14	6.52	6.25	7.1	6.5	6.2	4.15	-	-	4.1	-	-
Critical Hdwy Stg 1	6.14	5.52	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.14	5.52	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.536	4.018	3.345	3.5	4	3.3	2.245	-	-	2.2	-	-
Pot Cap-1 Maneuver	200	225	694	197	224	460	1193	-	-	930	-	-
Stage 1	669	638	-	424	437	-	-	-	-	-	-	-
Stage 2	418	434	-	657	637	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	196	220	692	181	219	460	1190	-	-	930	-	-
Mov Cap-2 Maneuver	196	220	-	181	219	-	-	-	-	-	-	-
Stage 1	654	636	-	416	429	-	-	-	-	-	-	-
Stage 2	409	426	-	612	635	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	17		12.8		0.3		0					
HCM LOS	C		B									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	1190	-	-	373	460	930	-	-				
HCM Lane V/C Ratio	0.02	-	-	0.194	0.002	-	-	-				
HCM Control Delay (s)	8.1	-	-	17	12.8	0	-	-				
HCM Lane LOS	A	-	-	C	B	A	-	-				
HCM 95th %tile Q(veh)	0.1	-	-	0.7	0	0	-	-				

Lanes, Volumes, Timings

3: Prairie Rd & Half Day Rd

Existing Conditions
Weekday PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	8	692	52	296	1299	45	82	121	261	35	98	13
Future Volume (vph)	8	692	52	296	1299	45	82	121	261	35	98	13
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	170		0	350		0	160		405	105		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	150			180			125			225		
Satd. Flow (prot)	1805	3490	0	1787	3558	0	1805	1881	1599	1805	1861	0
Flt Permitted	0.950			0.950			0.597			0.676		
Satd. Flow (perm)	1805	3490	0	1786	3558	0	1125	1881	1577	1283	1861	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		7			4				275		5	
Link Speed (mph)		35			35			30			30	
Link Distance (ft)		734			923			756			618	
Travel Time (s)		14.3			18.0			17.2			14.0	
Confl. Peds. (#/hr)			1	1			10		2	2		10
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	4%	1%	1%	0%	0%	1%	1%	0%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	8	783	0	312	1414	0	86	127	275	37	117	0
Turn Type	Prot	NA		Prot	NA		pm+pt	NA	pm+ov	pm+pt	NA	
Protected Phases	5	2		1	6		3	8	1	7	4	
Permitted Phases							8		8	4		
Detector Phase	5	2		1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	8.0	3.0	3.0	8.0	
Minimum Split (s)	7.5	38.0		7.5	36.0		6.5	14.0	7.5	6.5	47.0	
Total Split (s)	14.0	54.0		24.0	64.0		14.0	26.0	24.0	21.0	33.0	
Total Split (%)	11.2%	43.2%		19.2%	51.2%		11.2%	20.8%	19.2%	16.8%	26.4%	
Yellow Time (s)	3.5	4.0		3.5	4.0		3.5	4.0	3.5	3.5	4.0	
All-Red Time (s)	1.0	2.0		1.0	2.0		0.0	2.0	1.0	0.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.5	6.0		4.5	6.0		3.5	6.0	4.5	3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Max		None	C-Max		None	Max	None	None	Max	
Act Effect Green (s)	6.2	48.0		19.5	69.6		42.6	34.0	55.0	38.2	28.4	
Actuated g/C Ratio	0.05	0.38		0.16	0.56		0.34	0.27	0.44	0.31	0.23	
v/c Ratio	0.09	0.58		1.12	0.71		0.20	0.25	0.32	0.09	0.27	
Control Delay	58.5	32.4		138.7	23.6		29.3	39.1	3.6	28.0	40.6	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	58.5	32.4		138.7	23.6		29.3	39.1	3.6	28.0	40.6	
LOS	E	C		F	C		C	D	A	C	D	
Approach Delay		32.7			44.4			17.3			37.6	
Approach LOS		C			D			B			D	
Queue Length 50th (ft)	6	259		~290	402		47	84	0	20	75	
Queue Length 95th (ft)	24	325		#473	603		86	143	50	45	132	
Internal Link Dist (ft)		654			843			676			538	
Turn Bay Length (ft)	170			350			160		405	105		

23 EX.syn
BLA - LMM

Synchro 11 Report

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie

Lanes, Volumes, Timings

3: Prairie Rd & Half Day Rd

Existing Conditions

Weekday PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Base Capacity (vph)	137	1344		278	1984		442	511	851	519	427	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.06	0.58		1.12	0.71		0.19	0.25	0.32	0.07	0.27	

Intersection Summary

Area Type: Other

Cycle Length: 125

Actuated Cycle Length: 125

Offset: 9 (7%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 110

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.12

Intersection Signal Delay: 36.9

Intersection LOS: D

Intersection Capacity Utilization 91.0%

ICU Level of Service E

Analysis Period (min) 15

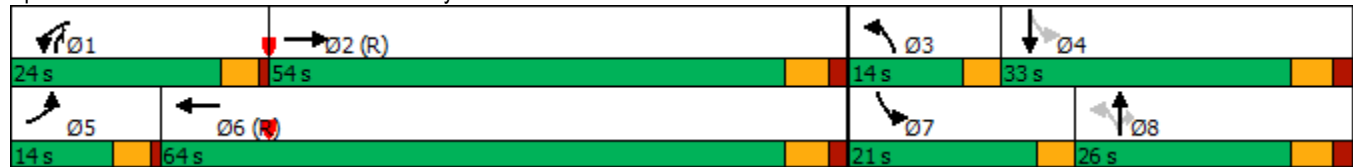
~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Prairie Rd & Half Day Rd



HCM 6th TWSC
6: Prairie Rd & Willow Pkwy/22745 Prairie

Existing Conditions

Weekday PM

Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕			↕	↕
Traffic Vol, veh/h	9	0	25	0	0	0	17	455	0	1	431	14
Future Vol, veh/h	9	0	25	0	0	0	17	455	0	1	431	14
Conflicting Peds, #/hr	0	0	0	0	0	0	19	0	0	0	0	19
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	155	-	-	-	-	115
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	2	8	0	0	0	0	1	0	0	1	0
Mvmt Flow	9	0	26	0	0	0	18	479	0	1	454	15

Major/Minor	Minor2		Minor1		Major1		Major2		Major2		Major2	
Conflicting Flow All	990	990	473	992	1005	479	488	0	0	479	0	0
Stage 1	475	475	-	515	515	-	-	-	-	-	-	-
Stage 2	515	515	-	477	490	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.52	6.28	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.52	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.52	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4.018	3.372	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	227	246	579	227	243	591	1086	-	-	1094	-	-
Stage 1	574	557	-	546	538	-	-	-	-	-	-	-
Stage 2	546	535	-	573	552	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	220	237	569	214	234	591	1066	-	-	1094	-	-
Mov Cap-2 Maneuver	220	237	-	214	234	-	-	-	-	-	-	-
Stage 1	554	546	-	537	529	-	-	-	-	-	-	-
Stage 2	537	526	-	546	542	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	14.9	0	0.3	0
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1066	-	-	401	-	1094	-
HCM Lane V/C Ratio	0.017	-	-	0.089	-	0.001	-
HCM Control Delay (s)	8.4	-	-	14.9	0	8.3	0
HCM Lane LOS	A	-	-	B	A	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0.3	-	0	-

Lanes, Volumes, Timings

3: Prairie Rd & Half Day Rd

20230 NoBuild

Weekday AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	20	1234	42	254	668	48	21	132	605	85	80	11
Future Volume (vph)	20	1234	42	254	668	48	21	132	605	85	80	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	170		0	350		0	160		405	105		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	150			180			125			225		
Satd. Flow (prot)	1641	3520	0	1770	3441	0	1456	1863	1583	1787	1699	0
Flt Permitted	0.950			0.950			0.695			0.587		
Satd. Flow (perm)	1641	3520	0	1770	3441	0	1064	1863	1583	1104	1699	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		3			7				186		6	
Link Speed (mph)		35			35			40			30	
Link Distance (ft)		734			923			756			618	
Travel Time (s)		14.3			18.0			12.9			14.0	
Confl. Peds. (#/hr)							1					1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	10%	2%	3%	2%	4%	2%	24%	2%	2%	1%	8%	20%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	21	1343	0	267	754	0	22	139	637	89	96	0
Turn Type	Prot	NA		Prot	NA		pm+pt	NA	pm+ov	pm+pt	NA	
Protected Phases	5	2		1	6		3	8	1	7	4	
Permitted Phases							8		8	4		
Detector Phase	5	2		1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	8.0	3.0	3.0	8.0	
Minimum Split (s)	7.5	38.0		7.5	36.0		6.5	14.0	7.5	6.5	47.0	
Total Split (s)	18.0	50.0		18.0	50.0		18.0	34.0	18.0	18.0	34.0	
Total Split (%)	15.0%	41.7%		15.0%	41.7%		15.0%	28.3%	15.0%	15.0%	28.3%	
Yellow Time (s)	3.5	4.0		3.5	4.0		3.5	4.0	3.5	3.5	4.0	
All-Red Time (s)	1.0	2.0		1.0	2.0		0.0	2.0	1.0	0.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.5	6.0		4.5	6.0		3.5	6.0	4.5	3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Max		None	C-Max		None	Max	None	None	Max	
Act Effect Green (s)	7.1	44.0		13.5	56.8		42.4	33.3	52.8	48.3	39.5	
Actuated g/C Ratio	0.06	0.37		0.11	0.47		0.35	0.28	0.44	0.40	0.33	
v/c Ratio	0.22	1.04		1.34	0.46		0.06	0.27	0.80	0.18	0.17	
Control Delay	58.4	73.3		224.5	23.3		22.4	36.3	29.3	23.5	29.6	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	58.4	73.3		224.5	23.3		22.4	36.3	29.3	23.5	29.6	
LOS	E	E		F	C		C	D	C	C	C	
Approach Delay		73.1			75.9			30.3			26.7	
Approach LOS		E			E			C			C	
Queue Length 50th (ft)	16	~591		~270	181		10	84	308	43	52	
Queue Length 95th (ft)	42	#731		#441	290		28	146	#524	78	98	
Internal Link Dist (ft)		654			843			676			538	
Turn Bay Length (ft)	170			350			160		405	105		

30 NB.syn
BLA - LMM

Synchro 11 Report

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie

Lanes, Volumes, Timings

3: Prairie Rd & Half Day Rd

20230 NoBuild

Weekday AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Base Capacity (vph)	184	1292		199	1632		475	516	800	528	563	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.11	1.04		1.34	0.46		0.05	0.27	0.80	0.17	0.17	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 53 (44%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 130

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.34

Intersection Signal Delay: 61.3

Intersection LOS: E

Intersection Capacity Utilization 104.1%

ICU Level of Service G

Analysis Period (min) 15

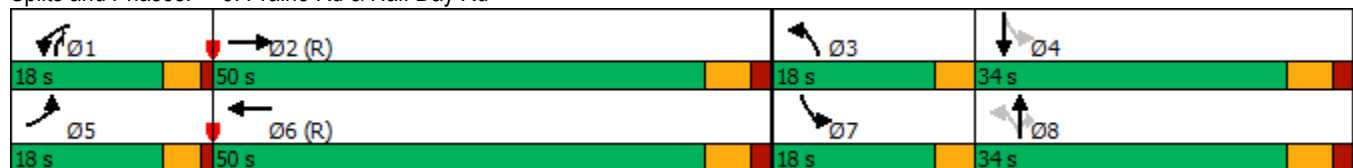
~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Prairie Rd & Half Day Rd



HCM 6th TWSC
6: Prairie Rd & Willow Pkwy/22745 Prairie

20230 NoBuild

Weekday AM

Intersection												
Int Delay, s/veh	1.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕			↕	↕
Traffic Vol, veh/h	24	0	46	0	0	1	23	733	0	0	370	6
Future Vol, veh/h	24	0	46	0	0	1	23	733	0	0	370	6
Conflicting Peds, #/hr	0	0	0	0	0	0	3	0	0	0	0	3
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	155	-	-	-	-	115
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	4	2	5	0	0	0	5	3	0	0	3	0
Mvmt Flow	27	0	51	0	0	1	26	814	0	0	411	7

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	1281	1280	414	1306	1287	814	421	0	0	814	0	0
Stage 1	414	414	-	866	866	-	-	-	-	-	-	-
Stage 2	867	866	-	440	421	-	-	-	-	-	-	-
Critical Hdwy	7.14	6.52	6.25	7.1	6.5	6.2	4.15	-	-	4.1	-	-
Critical Hdwy Stg 1	6.14	5.52	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.14	5.52	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.536	4.018	3.345	3.5	4	3.3	2.245	-	-	2.2	-	-
Pot Cap-1 Maneuver	141	166	632	138	166	381	1122	-	-	822	-	-
Stage 1	612	593	-	351	373	-	-	-	-	-	-	-
Stage 2	345	370	-	600	592	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	138	162	630	125	162	381	1119	-	-	822	-	-
Mov Cap-2 Maneuver	138	162	-	125	162	-	-	-	-	-	-	-
Stage 1	596	591	-	343	364	-	-	-	-	-	-	-
Stage 2	336	361	-	551	590	-	-	-	-	-	-	-

Approach	EB		WB		NB			SB				
HCM Control Delay, s	22.5		14.5		0.3			0				
HCM LOS	C		B									

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1119	-	-	283 381	822	-	-
HCM Lane V/C Ratio	0.023	-	-	0.275 0.003	-	-	-
HCM Control Delay (s)	8.3	-	-	22.5 14.5	0	-	-
HCM Lane LOS	A	-	-	C B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	1.1 0	0	-	-

Lanes, Volumes, Timings

3: Prairie Rd & Half Day Rd

2030 NoBuild
Weekday PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	9	742	63	358	1393	48	99	146	316	38	119	14
Future Volume (vph)	9	742	63	358	1393	48	99	146	316	38	119	14
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	170		0	350		0	160		405	105		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	150			180			125			225		
Satd. Flow (prot)	1805	3485	0	1787	3558	0	1805	1881	1599	1805	1865	0
Flt Permitted	0.950			0.950			0.556			0.659		
Satd. Flow (perm)	1805	3485	0	1786	3558	0	1048	1881	1577	1250	1865	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		8			4				262		4	
Link Speed (mph)		35			35			30			30	
Link Distance (ft)		734			923			756			618	
Travel Time (s)		14.3			18.0			17.2			14.0	
Confl. Peds. (#/hr)			1	1			10		2	2		10
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	4%	1%	1%	0%	0%	1%	1%	0%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	9	847	0	377	1517	0	104	154	333	40	140	0
Turn Type	Prot	NA		Prot	NA		pm+pt	NA	pm+ov	pm+pt	NA	
Protected Phases	5	2		1	6		3	8	1	7	4	
Permitted Phases							8		8	4		
Detector Phase	5	2		1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	8.0	3.0	3.0	8.0	
Minimum Split (s)	7.5	38.0		7.5	36.0		6.5	14.0	7.5	6.5	47.0	
Total Split (s)	14.0	54.0		24.0	64.0		14.0	26.0	24.0	21.0	33.0	
Total Split (%)	11.2%	43.2%		19.2%	51.2%		11.2%	20.8%	19.2%	16.8%	26.4%	
Yellow Time (s)	3.5	4.0		3.5	4.0		3.5	4.0	3.5	3.5	4.0	
All-Red Time (s)	1.0	2.0		1.0	2.0		0.0	2.0	1.0	0.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.5	6.0		4.5	6.0		3.5	6.0	4.5	3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Max		None	C-Max		None	Max	None	None	Max	
Act Effect Green (s)	6.2	48.0		19.5	69.6		42.5	31.9	52.9	37.9	28.0	
Actuated g/C Ratio	0.05	0.38		0.16	0.56		0.34	0.26	0.42	0.30	0.22	
v/c Ratio	0.10	0.63		1.36	0.77		0.25	0.32	0.41	0.10	0.33	
Control Delay	58.6	33.6		222.2	25.4		30.0	41.4	7.0	28.1	42.5	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	58.6	33.6		222.2	25.4		30.0	41.4	7.0	28.1	42.5	
LOS	E	C		F	C		C	D	A	C	D	
Approach Delay		33.8			64.6			20.0			39.3	
Approach LOS		C			E			C			D	
Queue Length 50th (ft)	7	287		~400	453		58	103	33	21	94	
Queue Length 95th (ft)	25	357		#595	680		102	172	100	47	156	
Internal Link Dist (ft)		654			843			676			538	
Turn Bay Length (ft)	170			350			160		405	105		

30 NB.syn
BLA - LMM

Synchro 11 Report

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie

Lanes, Volumes, Timings 3: Prairie Rd & Half Day Rd

2030 NoBuild

Weekday PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Base Capacity (vph)	137	1343		278	1983		421	480	822	512	421	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.07	0.63		1.36	0.77		0.25	0.32	0.41	0.08	0.33	

Intersection Summary

Area Type: Other

Cycle Length: 125

Actuated Cycle Length: 125

Offset: 9 (7%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 120

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.36

Intersection Signal Delay: 48.3

Intersection LOS: D

Intersection Capacity Utilization 103.2%

ICU Level of Service G

Analysis Period (min) 15

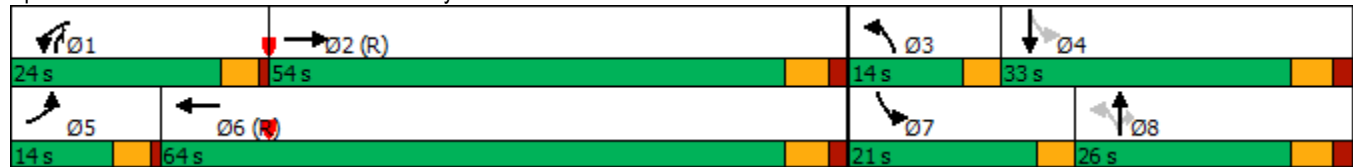
~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Prairie Rd & Half Day Rd



HCM 6th TWSC
6: Prairie Rd & Willow Pkwy/22745 Prairie

2030 NoBuild
Weekday PM

Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕			↕	↕
Traffic Vol, veh/h	10	0	27	0	0	0	18	551	0	1	524	15
Future Vol, veh/h	10	0	27	0	0	0	18	551	0	1	524	15
Conflicting Peds, #/hr	0	0	0	0	0	0	19	0	0	0	0	19
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	155	-	-	-	-	115
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	2	8	0	0	0	0	1	0	0	1	0
Mvmt Flow	11	0	28	0	0	0	19	580	0	1	552	16

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1191	1191	571	1194	1207	580	587	0	0	580	0	0
Stage 1	573	573	-	618	618	-	-	-	-	-	-	-
Stage 2	618	618	-	576	589	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.52	6.28	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.52	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.52	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4.018	3.372	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	166	187	509	165	185	518	998	-	-	1004	-	-
Stage 1	508	504	-	480	484	-	-	-	-	-	-	-
Stage 2	480	481	-	506	499	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	161	180	500	153	178	518	980	-	-	1004	-	-
Mov Cap-2 Maneuver	161	180	-	153	178	-	-	-	-	-	-	-
Stage 1	489	494	-	471	475	-	-	-	-	-	-	-
Stage 2	471	472	-	477	490	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	17.8	0	0.3	0
HCM LOS	C	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	980	-	-	319	-	1004	-
HCM Lane V/C Ratio	0.019	-	-	0.122	-	0.001	-
HCM Control Delay (s)	8.7	-	-	17.8	0	8.6	0
HCM Lane LOS	A	-	-	C	A	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0.4	-	0	-

Lanes, Volumes, Timings

3: Prairie Rd & Half Day Rd

2030 Total
Weekday AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	20	1234	43	258	668	48	25	133	616	85	80	11
Future Volume (vph)	20	1234	43	258	668	48	25	133	616	85	80	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	170		0	350		0	160		405	105		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	150			180			125			225		
Satd. Flow (prot)	1641	3520	0	1770	3441	0	1456	1863	1583	1787	1699	0
Flt Permitted	0.950			0.950			0.695			0.586		
Satd. Flow (perm)	1641	3520	0	1770	3441	0	1064	1863	1583	1102	1699	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		3			7				186		6	
Link Speed (mph)		35			35			40			30	
Link Distance (ft)		734			923			756			618	
Travel Time (s)		14.3			18.0			12.9			14.0	
Confl. Peds. (#/hr)							1					1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	10%	2%	3%	2%	4%	2%	24%	2%	2%	1%	8%	20%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	21	1344	0	272	754	0	26	140	648	89	96	0
Turn Type	Prot	NA		Prot	NA		pm+pt	NA	pm+ov	pm+pt	NA	
Protected Phases	5	2		1	6		3	8	1	7	4	
Permitted Phases							8		8	4		
Detector Phase	5	2		1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	8.0	3.0	3.0	8.0	
Minimum Split (s)	7.5	38.0		7.5	36.0		6.5	14.0	7.5	6.5	47.0	
Total Split (s)	18.0	50.0		18.0	50.0		18.0	34.0	18.0	18.0	34.0	
Total Split (%)	15.0%	41.7%		15.0%	41.7%		15.0%	28.3%	15.0%	15.0%	28.3%	
Yellow Time (s)	3.5	4.0		3.5	4.0		3.5	4.0	3.5	3.5	4.0	
All-Red Time (s)	1.0	2.0		1.0	2.0		0.0	2.0	1.0	0.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.5	6.0		4.5	6.0		3.5	6.0	4.5	3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Max		None	C-Max		None	Max	None	None	Max	
Act Effect Green (s)	7.1	44.0		13.5	56.8		42.6	33.3	52.8	48.2	39.3	
Actuated g/C Ratio	0.06	0.37		0.11	0.47		0.36	0.28	0.44	0.40	0.33	
v/c Ratio	0.22	1.04		1.37	0.46		0.07	0.27	0.81	0.18	0.17	
Control Delay	58.4	73.5		234.1	23.3		22.5	36.4	30.3	23.5	29.8	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	58.4	73.5		234.1	23.3		22.5	36.4	30.3	23.5	29.8	
LOS	E	E		F	C		C	D	C	C	C	
Approach Delay		73.3			79.2			31.1			26.8	
Approach LOS		E			E			C			C	
Queue Length 50th (ft)	16	~591		~278	181		12	85	320	43	52	
Queue Length 95th (ft)	42	#732		#450	290		31	147	#565	78	98	
Internal Link Dist (ft)		654			843			676			538	
Turn Bay Length (ft)	170			350			160		405	105		

30 Total.syn
BLA - LMM

Synchro 11 Report

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie

Lanes, Volumes, Timings

3: Prairie Rd & Half Day Rd

2030 Total
Weekday AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Base Capacity (vph)	184	1292		199	1632		475	516	800	528	560	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.11	1.04		1.37	0.46		0.05	0.27	0.81	0.17	0.17	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 53 (44%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 130

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.37

Intersection Signal Delay: 62.4

Intersection LOS: E

Intersection Capacity Utilization 104.4%

ICU Level of Service G

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Prairie Rd & Half Day Rd



HCM 6th TWSC
6: Prairie Rd & Willow Pkwy/Site Access

2030 Total
Weekday AM

Intersection												
Int Delay, s/veh	2.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕	↕	↕	↕	↕
Traffic Vol, veh/h	24	0	46	11	0	17	23	733	4	5	370	6
Future Vol, veh/h	24	0	46	11	0	17	23	733	4	5	370	6
Conflicting Peds, #/hr	0	0	0	0	0	0	3	0	0	0	0	3
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	155	-	125	115	-	115
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	4	2	5	2	2	2	5	3	2	2	3	0
Mvmt Flow	27	0	51	12	0	19	26	814	4	6	411	7

Major/Minor	Minor2		Minor1		Major1		Major2		Major2		Major2	
Conflicting Flow All	1304	1296	414	1318	1299	814	421	0	0	818	0	0
Stage 1	426	426	-	866	866	-	-	-	-	-	-	-
Stage 2	878	870	-	452	433	-	-	-	-	-	-	-
Critical Hdwy	7.14	6.52	6.25	7.12	6.52	6.22	4.15	-	-	4.12	-	-
Critical Hdwy Stg 1	6.14	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.14	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.536	4.018	3.345	3.518	4.018	3.318	2.245	-	-	2.218	-	-
Pot Cap-1 Maneuver	136	162	632	134	161	378	1122	-	-	810	-	-
Stage 1	602	586	-	348	370	-	-	-	-	-	-	-
Stage 2	340	369	-	587	582	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	126	157	630	120	156	378	1119	-	-	810	-	-
Mov Cap-2 Maneuver	126	157	-	120	156	-	-	-	-	-	-	-
Stage 1	586	580	-	340	361	-	-	-	-	-	-	-
Stage 2	316	361	-	535	576	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	24	25.7	0.3	0.1
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1119	-	-	266	205	810	-
HCM Lane V/C Ratio	0.023	-	-	0.292	0.152	0.007	-
HCM Control Delay (s)	8.3	-	-	24	25.7	9.5	-
HCM Lane LOS	A	-	-	C	D	A	-
HCM 95th %tile Q(veh)	0.1	-	-	1.2	0.5	0	-

Lanes, Volumes, Timings

3: Prairie Rd & Half Day Rd

2030 Total
Weekday PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	9	742	66	368	1393	48	101	147	321	38	120	14
Future Volume (vph)	9	742	66	368	1393	48	101	147	321	38	120	14
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	170		0	350		0	160		405	105		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	150			180			125			225		
Satd. Flow (prot)	1805	3485	0	1787	3558	0	1805	1881	1599	1805	1865	0
Flt Permitted	0.950			0.950			0.554			0.659		
Satd. Flow (perm)	1805	3485	0	1786	3558	0	1045	1881	1577	1250	1865	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		9			4				262		4	
Link Speed (mph)		35			35			30			30	
Link Distance (ft)		734			923			756			618	
Travel Time (s)		14.3			18.0			17.2			14.0	
Confl. Peds. (#/hr)			1	1			10		2	2		10
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	4%	1%	1%	0%	0%	1%	1%	0%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	9	850	0	387	1517	0	106	155	338	40	141	0
Turn Type	Prot	NA		Prot	NA		pm+pt	NA	pm+ov	pm+pt	NA	
Protected Phases	5	2		1	6		3	8	1	7	4	
Permitted Phases							8		8	4		
Detector Phase	5	2		1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	8.0	3.0	3.0	8.0	
Minimum Split (s)	7.5	38.0		7.5	36.0		6.5	14.0	7.5	6.5	47.0	
Total Split (s)	14.0	54.0		24.0	64.0		14.0	26.0	24.0	21.0	33.0	
Total Split (%)	11.2%	43.2%		19.2%	51.2%		11.2%	20.8%	19.2%	16.8%	26.4%	
Yellow Time (s)	3.5	4.0		3.5	4.0		3.5	4.0	3.5	3.5	4.0	
All-Red Time (s)	1.0	2.0		1.0	2.0		0.0	2.0	1.0	0.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.5	6.0		4.5	6.0		3.5	6.0	4.5	3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Max		None	C-Max		None	Max	None	None	Max	
Act Effect Green (s)	6.2	48.0		19.5	69.6		42.5	31.9	52.9	37.8	28.0	
Actuated g/C Ratio	0.05	0.38		0.16	0.56		0.34	0.26	0.42	0.30	0.22	
v/c Ratio	0.10	0.63		1.39	0.77		0.26	0.32	0.41	0.10	0.34	
Control Delay	58.6	33.6		236.4	25.4		30.1	41.4	7.3	28.1	42.6	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	58.6	33.6		236.4	25.4		30.1	41.4	7.3	28.1	42.6	
LOS	E	C		F	C		C	D	A	C	D	
Approach Delay		33.8			68.3			20.2			39.4	
Approach LOS		C			E			C			D	
Queue Length 50th (ft)	7	288		~416	453		59	104	35	21	95	
Queue Length 95th (ft)	25	358		#615	680		103	173	104	47	157	
Internal Link Dist (ft)		654			843			676			538	
Turn Bay Length (ft)	170			350			160		405	105		

30 Total.syn
BLA - LMM

Synchro 11 Report

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie

Lanes, Volumes, Timings

3: Prairie Rd & Half Day Rd

2030 Total
Weekday PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Base Capacity (vph)	137	1343		278	1983		420	480	822	512	419	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.07	0.63		1.39	0.77		0.25	0.32	0.41	0.08	0.34	

Intersection Summary

Area Type: Other

Cycle Length: 125

Actuated Cycle Length: 125

Offset: 9 (7%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 120

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.39

Intersection Signal Delay: 50.3

Intersection LOS: D

Intersection Capacity Utilization 103.9%

ICU Level of Service G

Analysis Period (min) 15

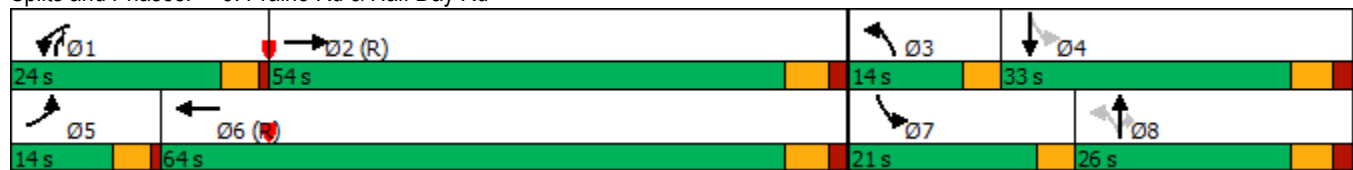
~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Prairie Rd & Half Day Rd



HCM 6th TWSC
6: Prairie Rd & Willow Pkwy/Site Access

2030 Total
Weekday PM

Intersection												
Int Delay, s/veh	1.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕	↕	↕	↕	↕
Traffic Vol, veh/h	10	0	27	6	0	8	18	551	10	15	524	15
Future Vol, veh/h	10	0	27	6	0	8	18	551	10	15	524	15
Conflicting Peds, #/hr	0	0	0	0	0	0	19	0	0	0	0	19
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	155	-	125	115	-	115
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	2	8	2	2	2	0	1	2	2	1	0
Mvmt Flow	11	0	28	6	0	8	19	580	11	16	552	16

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1231	1232	571	1224	1237	580	587	0	0	591	0	0
Stage 1	603	603	-	618	618	-	-	-	-	-	-	-
Stage 2	628	629	-	606	619	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.52	6.28	7.12	6.52	6.22	4.1	-	-	4.12	-	-
Critical Hdwy Stg 1	6.1	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4.018	3.372	3.518	4.018	3.318	2.2	-	-	2.218	-	-
Pot Cap-1 Maneuver	156	177	509	156	176	514	998	-	-	985	-	-
Stage 1	489	488	-	477	481	-	-	-	-	-	-	-
Stage 2	474	475	-	484	480	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	147	168	500	143	167	514	980	-	-	985	-	-
Mov Cap-2 Maneuver	147	168	-	143	167	-	-	-	-	-	-	-
Stage 1	471	471	-	468	472	-	-	-	-	-	-	-
Stage 2	457	466	-	449	464	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	18.6		20.8		0.3		0.2	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	980	-	-	303	243	985	-
HCM Lane V/C Ratio	0.019	-	-	0.129	0.061	0.016	-
HCM Control Delay (s)	8.7	-	-	18.6	20.8	8.7	-
HCM Lane LOS	A	-	-	C	C	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.4	0.2	0	-



Appendix I

ITE Parking Generation Excerpts

Land Use: 221 Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with between three and 10 levels (floors) of residence. Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (one general urban/suburban study site), a Saturday (two general urban/suburban study sites), and a Sunday (one dense multi-use urban study site).

Hour Beginning	Percent of Peak Parking Demand		
	Weekday	Saturday	Sunday
12:00–4:00 a.m.	100	100	100
5:00 a.m.	94	99	–
6:00 a.m.	83	97	–
7:00 a.m.	71	95	–
8:00 a.m.	61	88	–
9:00 a.m.	55	83	–
10:00 a.m.	54	75	–
11:00 a.m.	53	71	–
12:00 p.m.	50	68	–
1:00 p.m.	49	66	33
2:00 p.m.	49	70	40
3:00 p.m.	50	69	27
4:00 p.m.	58	72	13
5:00 p.m.	64	74	33
6:00 p.m.	67	74	60
7:00 p.m.	70	73	67
8:00 p.m.	76	75	47
9:00 p.m.	83	78	53
10:00 p.m.	90	82	73
11:00 p.m.	93	88	93

Additional Data

In prior editions of *Parking Generation*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of parking demand data found no clear differences in parking demand between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

The average parking supply ratios for the study sites with parking supply information are shown in the table below.

Setting	Proximity to Rail Transit	Parking Supply Ratio	
		Per Dwelling Unit	Per Bedroom
Center City Core	Within ½ mile of rail transit	1.1 (15 sites)	1.0 (12 sites)
Dense Multi-Use Urban	Within ½ mile of rail transit	1.2 (39 sites)	0.9 (34 sites)
	Not within ½ mile of rail transit	1.2 (65 sites)	0.8 (56 sites)
General Urban/Suburban	Within ½ mile of rail transit	1.5 (25 sites)	0.8 (12 sites)
	Not within ½ mile of rail transit	1.7 (62 sites)	1.0 (39 sites)

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, District of Columbia, Maryland, Massachusetts, New Jersey, New York, Oregon, Virginia, Washington, and Wisconsin.

It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building.

Source Numbers

21, 209, 247, 255, 277, 401, 402, 419, 505, 512, 522, 533, 535, 536, 537, 538, 545, 546, 547, 575, 576, 577, 579, 580, 581, 583, 584, 585, 587

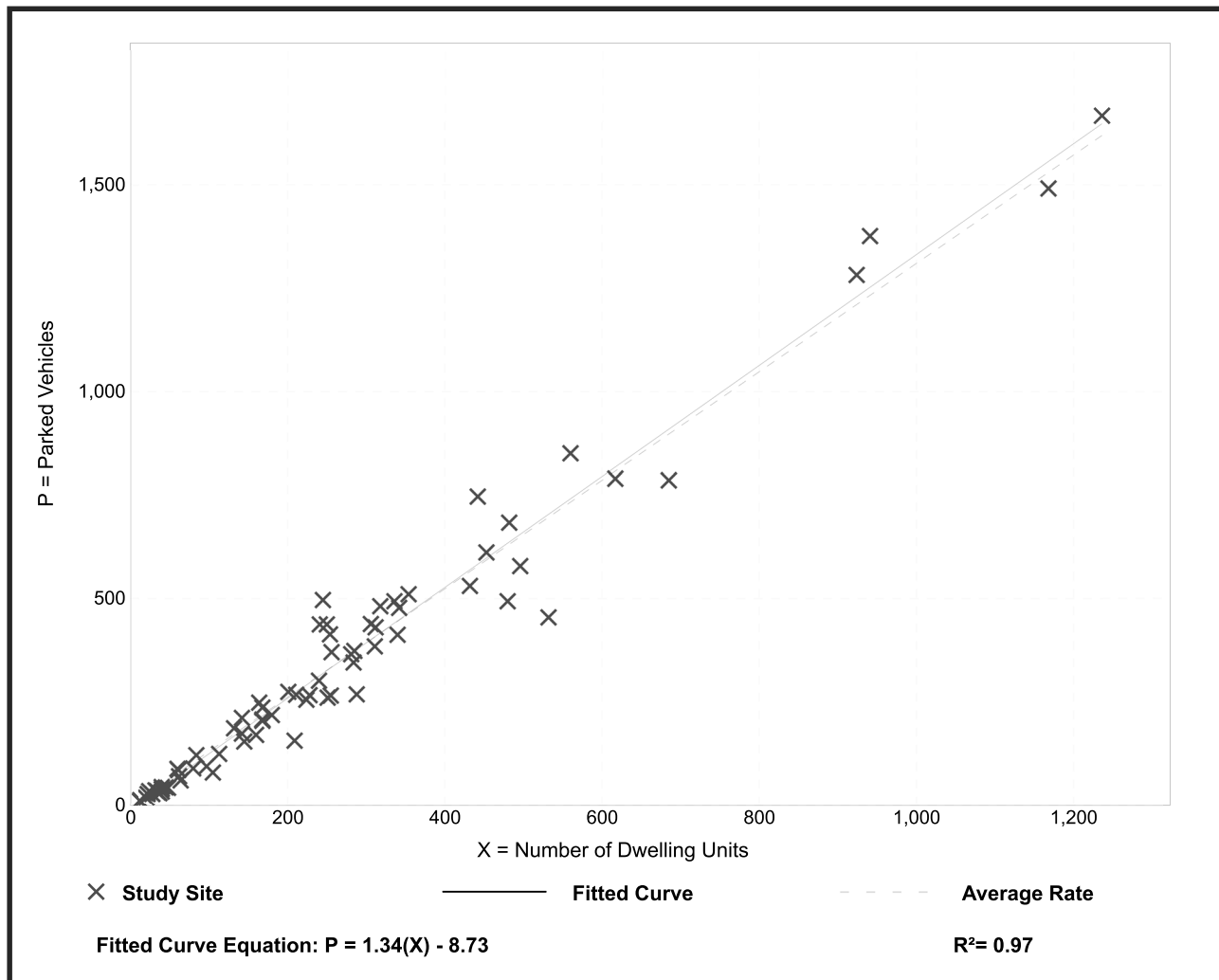
Multifamily Housing (Mid-Rise) (221)

Peak Period Parking Demand vs: Dwelling Units
 On a: Weekday (Monday - Friday)
 Setting/Location: General Urban/Suburban (no nearby rail transit)
 Peak Period of Parking Demand: 10:00 p.m. - 5:00 a.m.
 Number of Studies: 73
 Avg. Num. of Dwelling Units: 261

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.31	0.75 - 2.03	1.13 / 1.47	1.26 - 1.36	0.22 (17%)

Data Plot and Equation



Parking Generation Manual, 5th Edition • Institute of Transportation Engineers

Multifamily Housing (Mid-Rise) (221)

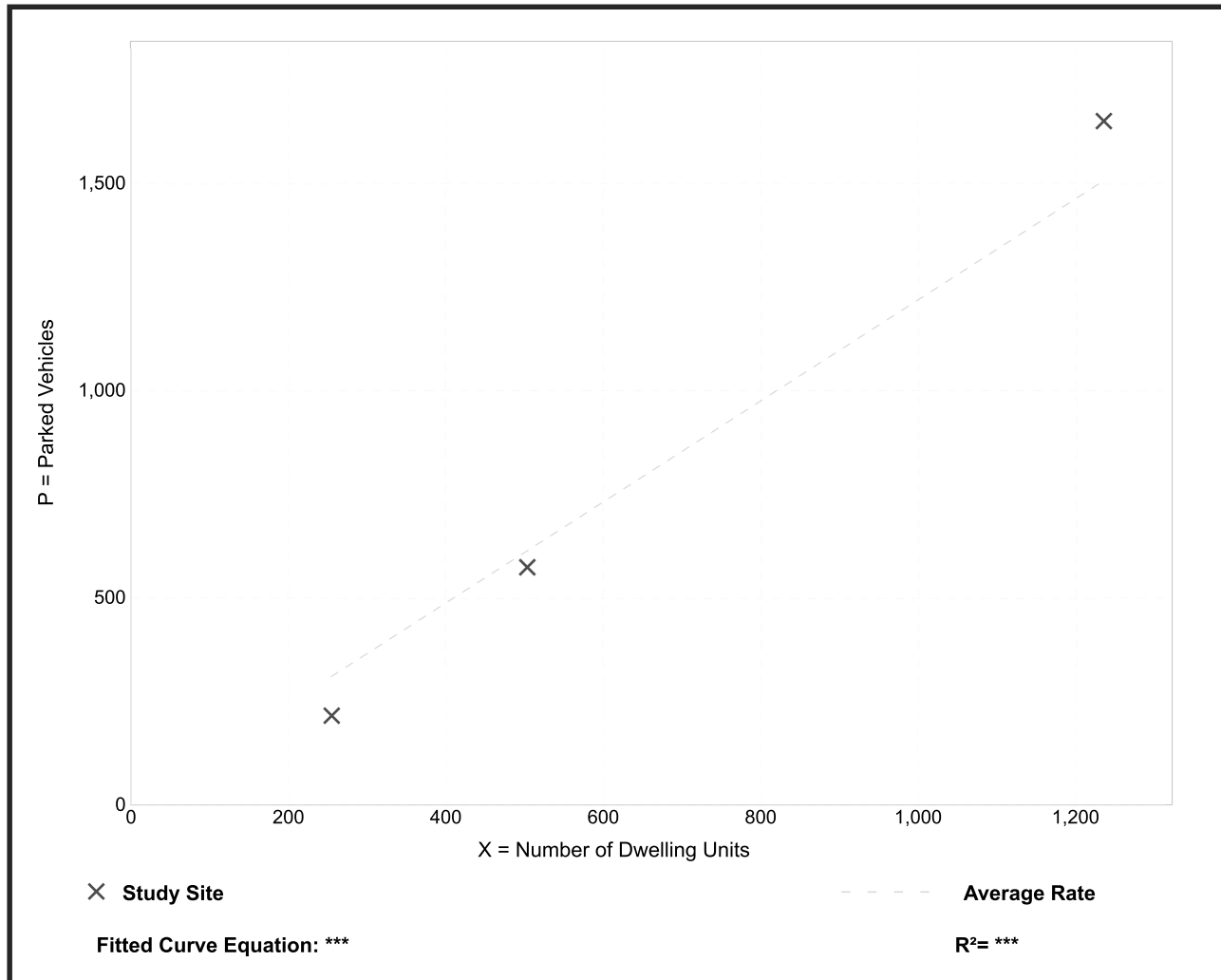
Peak Period Parking Demand vs: Dwelling Units
 On a: Saturday
 Setting/Location: General Urban/Suburban (no nearby rail transit)
 Peak Period of Parking Demand: 11:00 p.m. - 7:00 a.m.
 Number of Studies: 3
 Avg. Num. of Dwelling Units: 665

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.22	0.84 - 1.33	0.94 / 1.33	***	0.20 (16%)

Data Plot and Equation

Caution – Small Sample Size



Parking Generation Manual, 5th Edition • Institute of Transportation Engineers



Appendix J

ULI Shared Parking Excerpts

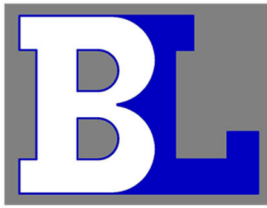
FIGURE 2-2 (continued)

Land use	Weekday (parking spaces/unit land use)		Weekend (parking spaces/unit land use)		Peak ratio	Units	Source
	Visitors	Employees	Visitors	Employees			
Hotel-business	1.00	0.15	1.00	0.15	1.15	key	2,3
Hotel-leisure	1.00	0.15	1.00	0.15	1.15	key	2,3
Restaurant/lounge	6.67	1.20	7.67	1.33	9.00	ksf GLA	2,3
Meeting/banquet (0-20 sq ft/key)	scaled from 0 to 30	scaled from 0 to 2.0	scaled from 0 to 20	scaled from 0 to 2.0	scaled from 0 to 32	ksf GLA	2,3
Meeting/banquet (20-50 sq ft/key)	scaled from 30 to 20	scaled from 2 to 1.5	scaled from 20 to 10	scaled from 2 to 1.5	scaled from 32 to 21.5	ksf GLA	2,3
Meeting/banquet (50-100 sq ft/key)	scaled from 20 to 10	scaled from 1.5 to 1.0	scaled from 10 to 5.5	scaled from 1.5 to 1.0	scaled from 21.5 to 11.1	ksf GLA	2,3
Convention (100-200 sq ft/key)	scaled from 10 to 5.5	scaled from 1 to 0.5	5.50	scaled from 1 to 0.5	scaled from 11.1 to 6	ksf GLA	2,3
Convention (>200 sq ft/key)	use convention center but adjust for captive on site						2,3
Residential							
Studio efficiency	0.10	0.85	0.15	0.85	1.00	unit	2,3
1 bedroom	0.10	0.90	0.15	0.90	1.05	unit	2,3
2 bedrooms	0.10	1.65	0.15	1.65	1.80	unit	2,3
3+ bedrooms	0.10	2.50	0.15	2.50	2.65	unit	2,3
Senior housing	0.55	0.30	0.42	0.30	0.85	unit	2,3
Office <25,000 sq ft	0.30	3.50	0.03	0.35	3.80	ksf GFA	3
Office 25,000-100,000 sq ft	sliding scale between <25,000 and 100,000				scaled from 3.8 to 3.4	ksf GFA	3
Office = 100,000 sq ft	0.25	3.15	0.03	0.32	3.40	ksf GFA	3
Office 100,000-500,000 sq ft	sliding scale between 100,000 and 200,000				scaled from 3.4 to 2.8	ksf GFA	3
Office >500,000 sq ft	0.20	2.60	0.02	0.26	2.80	ksf GFA	3
Open plan/ high-density office	0.25	5.75	0.03	0.58	6.00	ksf GFA	2
Medical/dental office	3.00	1.60	0.00	0.00	4.60	ksf GFA	2,3
Bank (drive-in branch)	3.50	2.50	3.00	1.75	6.00	ksf GFA	2,3
Arena	0.27	0.03	0.30	0.03	0.33	seat	2
Pro football stadium	0.30	0.01	0.30	0.01	0.31	seat	2
Pro baseball stadium	0.31	0.01	0.34	0.01	0.35	seat	2

Sources:

1. *Parking Requirements for Shopping Centers*, 2nd ed. (Washington, DC: ULI, 1999).
 2. Developed by Team Members from a combination of sources.
 3. *Parking Generation*, 5th ed. (Washington, DC: Institute of Transportation Engineers, 2019).
- Note: New land uses and changes to second edition titles shown in **bold**. Changes or new ratios are highlighted in blue.

CONSULTING
ENGINEERS



BLA, Inc.

9.D.c

Attachment: Exhibit B Plan Set (O-2023-106 : Ordinance Approving a Rezoning and Residential PUD for the Property at 22771 & 22825 Prairie

Office Locations

Corporate Office

333 Pierce Road
Suite 200
Itasca, IL 60143
630-438-6400
Fax 630-438-6444

Indianapolis Office

8720 Castle Creek Parkway
Suite 329
Indianapolis, IN 46250
317-842-4500
Fax 317-842-4506

Packet Pg. 527

07/19/2023

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, JULY 19, 2023**

Call to Order

The meeting was called to order at 7:30 PM by Commissioner Mitchell Weinstein

Public Hearings/Items For Consideration

1. Consideration of a Petition to the Village of Buffalo Grove for a Re-Zoning to the R-9 Multiple-Family Dwelling District with a Special Use for a Residential Planned Unit Development, Final Plat of Subdivision, Preliminary Plan and Zoning Variations to Allow the Construction of a 41-Unit Townhome Development on the Property Located at 22771-22825 N. Prairie Road. (Trustee Weidenfeld) (Staff Contact: Kelly Purvis)
Purvis, Deputy Community Development Director, provided a background on the subject property.

Freedman, attorney for the petitioner, reviewed the variations they are seeking for the subject property.

Schwartz, President of Bloom Street Partners, reviewed the process they began with staff and spoke to the collaborative nature of the project.

Michel, Traffic Engineer for petitioner, reviewed the traffic study for the project.

Com. Worlikar asked Michel if a crosswalk by the train was going to be part of the access plan for the development.

Michel said there would be no crosswalk because the track location and signals for the train cause a safety issue.

Com. Worlikar asked if sound was a concern from the train.

Schwartz addressed the sound concerns. He noted that the developers did not believe there was an issue and referenced the townhome development on the other side of the tracks.

Com. Worlikar asked the petitioners about the impact the development would have on the schools.

Perman, from the Perman Group, talked about the analysis completed to estimate the impact to the schools. He noted that the impact would be minimal.

Com. Richards asked about water flow and water management.

Schwartz spoke to the trap that is currently there and their plans for the site.

Com. Spunt asked about EV options for residents.

Schwartz said there will be one charger per dwelling.

Com. Spunt asked about solar panels.

Schwartz said they have thought about it, but they are not there yet.

Com. Au asked staff what kind of families are moving into row homes. Additionally, Com. Au asked staff what the difference was between the estimated student impact to the actual student impact from the Didier Farms development.

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Purvis, said she did not have those numbers, but could investigate it.

Com. Moodhe asked what the setback is from the road.

Purvis said 35 feet from the property line.

Com. Moodhe asked if they have worked with the Army Corps of Engineers.

Schwartz said no, not yet.

Com. Moodhe spoke about the physical location of the proposed pergola and asked if there was any consideration to move it to the south end of the site.

Schwartz said that side is low and reserved for surface detention. He noted that the pergola is meant to be an aesthetic piece to anchor the corner.

Com. Moodhe asked what they heard during the zoom meeting they held with residents regarding their planned development.

Schwartz provided Com. Moodhe an overview of the zoom meeting and indicated that residents did not voice any objections to the project.

Com. Moodhe asked for additional clarity on the traffic study.

Michel provided additional information regarding the traffic study and the minimal impact the development would have to the area.

Com. Moodhe asked the petitioners about the impact to the schools.

Perman provided clarity on the net increase to the schools.

Com. Moodhe asked what would cause a net decrease to schools.

Perman said more than 5 students, but noted that rental properties are different than ownership and typically yield less school aged children.

Com. Moodhe said he believes that rentals are ideal for Stevensen High School.

Com. Moodhe asked how the school buses impact traffic to the site.

Michel said that school buses are counted in daily traffic studies. They would not impact the site.

Com. Moodhe asked if the Village has any control of school bus routes and plans.

Johnson, Village Engineer, said there has never been any approval process by the Village for school routes, but that the Village can make suggestions.

Com. Moodhe asked for clarification on the crosswalk near the railroad crossing.

Michel said that the area is not ideal for a crosswalk and talked at length about the technical reasons why it would never be approved by IDOT.

Schwartz said he walked the site and explained his experience.

Schwartz also spoke to a similar development and the impact outcome to the area schools.

Com. Moodhe asked if the development was in Highland Park.

Schwartz said it is right next to the school in Highland Park.

Purvis provided the Commission with student numbers from the Didier Farms development. Com. Au thanked Purvis for the numbers.

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Com. Au expressed her concern about the lack of a crosswalk by the train station noting the number of students that park there to walk to school.

Purvis said there is a sidewalk on the south side of Half Day Road and a controled crosswalk students can safely cross near Stevensen High School.

Johnson said IDOT would be in charge of permitting a crosswalk and believes IDOT would not approve a crosswalk due to the proximity to the train.

Michel provided additional clarification on the crosswalk and the distance of the interaction.

Com. Worlikar asked staff if the Link Crossings development was fully occupied.

Purvis said it is not fully occupied as construction is on going.

Com. Worlikar asked if we have any data on other rentals.

Purvis said they do not have that data at this time.

Chairperson Weinstein asked if the traffic study was completed on a school day. Michel said it was done on a school day.

Chairperson Weinstein asked if it would have impact to traffic.

Michel said it adds two seconds to traffic queues, which is negligible.

Chairperson Weinstein asked about the south end of the property and the ordinances regarding the type of development on the site.

Purvis provided clarity on the subject property and the dynamics of the site.

Chairperson Weinstein asked the petitioners if it would be viable project if they reduced the number of units.

Freedman said the loss of units would be a significant impact.

Com. Spunt asked if they would ever change the property from rental to owned.

Schwarts said they could if the market called for it.

Com. Moodhe asked about the proposed wall on the east side of the development.

Schwartz talked about the retaining wall.

Com. Moodhe asked how the site drains.

Schwartz indicated that the property drains to the basin under the train tracks.

Com. Au asked staff if the property to the south was zoned different.

Purvis said they are zoned single family.

Com. Worlikar asked if the entrance to the site will be right in right out only.

Michel said it is full access on Prairie Road.

Com. Worlikar asked if the entrance will have a stop light.

Michel responded no, it will be stop sign controlled spoke to the left turn at willow parkway.

Chairperson Weinstein entered the Village staff report as exhibit one.

Heusinger, Buffalo Grove resident at 22723 prairie road, expressed her concerns about the traffic the development will bring to the area.

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The public hearing closed at 8:40 PM.

Com. Richards made a motion.

Com. Au expressed her concerns on the impact the development will have on the schools and the financial impact it will have on the residents. She expressed wanting further analysis done on the estimated impact.

Brankin, Village Attorney, said they Village can go back to the schools, but the schools have already reviewed the development and have not voiced any concerns.

Com. Au asked if they could amend the motion to require a more in-depth analysis on the impact to the schools.

Brankin said he was unclear how to word the amendment, but noted the development is subject to annexation agreement review and additional vetting at the Board level.

Com. Davis expressed his concerns on the impact to the schools.

Com. Moodhe express his concerns on the reduction in wetland.

Johnson spoke to the stormwater plans for the project. He said the Village is relying on Lake County as they are very familiar with wetland credits; however, the Village is comfortable with the concept approved by Lake County.

Chairperson Weinstein spoke in favor of the proposal.

Com. Richards made a motion to recommend approval of the Special Use for a Residential Planned Unit Development, the Zoning Map Amendment to zone the property R-9 Multi-Family Dwelling District, the Final Plat of Subdivision (Consolidation), the Preliminary Plan, and the above noted Zoning Variations, to accommodate the construction of a 41-unit townhome development on the properties located at 22771-22825 N. Prairie Road, subject to the following conditions:

a. The proposed development of 41 attached single-family units shall conform to the plans and conditions provided in the staff report and in the Planned Development Ordinance.

b. Prior to the approval of the final engineering plans, the Developer shall provide approval from the Lake County Stormwater Commission concerning the impacts to the existing wetland.

c. The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.

d. The Plat of Subdivision and Annexation Plat shall be submitted in a manner acceptable to the Village Engineer and the Village Attorney.

e. Prior to the issuance of building permits for construction of the development, the Developer shall obtain all necessary permits from the IEPA, Lake County Department of Transportation, Lake County Stormwater Management Commission, and the US Army Corps of Engineers

f. Signage prohibiting parking on the roadway on the east side of the property shall be installed as required by the Village of Buffalo Grove Fire Department. All associated pavement markings or signage shall be maintained by the property owner.

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g. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.

h. All landscaping shall be maintained in accordance with the approved landscaping plan in perpetuity.

i. The proposed development is subject to the storm water utility.

Com. Worlikar expressed his concerns over the crosswalk and the impact to the schools. He asked if they could get a letter from the school district with their approval of the development.

Brankin said the Village can't force the school to draft a letter but can ask and amend the motion to include it as a condition.

Chairperson Weinstein reviewed the amendment to the motion.

Com. Richards said he feels personally satisfied with the plan and staff's review.

Com. Au asked staff what reports were provided to the school.

Purvis said they saw the same report that was included in the packet for tonight's meeting.

Com. Richards said he would not be in favor of amending the motion.

Com. Moodhe said the Commissioners' concerns have been noted in the minutes on the record.

RESULT:	RECOMMENDATION TO APPROVE [6 TO 1]
	Next: 8/21/2023 7:30 PM
AYES:	Moodhe, Spunt, Weinstein, Richards, Worlikar, Davis
NAYS:	Amy Au
ABSENT:	Zill Khan, Sujat Saxena

2. Consideration of a Petition to the Village of Buffalo Grove for Approval of an Amendment to Ordinance No. 2021-067, an Amendment to the Planned Unit Development and the Preliminary Plan, with Approval of a Self-Storage Use, to Allow the Construction of a 112,268 Square Foot Self-Storage Facility on the Property at 105 Lexington Drive. (Trustee Stein) (Staff Contact: Kelly Purvis)

Purvis provided background on the subject property.

Budgell, architect for the project, summarized the project for the self-storage facility.

Com. Au asked about emergency access and if there is a phone number for people who might need to access it when they are closed.

Budgell said they must wait until the next day unless they arranged ahead of time.

Com. Au asked if the operation is like other self-storage facilities.

Lapetina, owner, and developer for the project, said they all operate the same. They also have security on site and cameras.

Budgell said the area will also be well lit.

Com. Richards asked the petitioners what the view of the building will be from Lake Cook Rd.

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Lapetina spoke to the view and said they would see the top part of the sign on the building.

Com. Moodhe asked how tall Ricky Rockets is.

Staff said they would look for how tall Ricky Rockets Gas Station is.

Com. Moodhe asked how much room people have maneuver U-Haul trucks.

Budgell said the access is 24 feet. The size of a two-lane road in a neighborhood.

Com. Moodhe asked how tall the doors are for the loading dock.

Budgell provided the dimensions.

Com. Moodhe asked about safety features.

Lapetina spoke to the safety feature for U-Hauls.

Com. Moodhe asked about the hours of operation.

Lapetina spoke to the hours of operation, which will be no later than 8 PM. Security walks the area. No one would be stuck inside or on the property. He also spoke to the emergency exits in the garage and throughout the building.

Com. Au asked if they anticipate selling anything.

Budgell said if there is room in the office, they may but just standard boxes and packing material.

Com. Au asked if they would need a variation to sell.

Purvis explained they would not need any variations as the site is zoned to allow retail sales.

The staff report entered as exhibit one.

Buffalo Grove Resident expressed concern over the lighting and landscaping of the other developments and hopes this one is different.

Budgell spoke to the lighting on the building and spoke to the landscape of the site.

The public hearing closed at 9:30 PM.

Com. Richards made a motion to recommend approval of the amendment to Ordinance No. 2021-067, an amendment to the underlying Planned Unit Development, the Preliminary Plan, and approval of a self-storage use, all to accommodate the construction of a new self-storage facility at 105 Lexington Drive, subject to the following conditions:

- 1. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.*
- 2. The Final Engineering plans shall be submitted 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.*

Motion was seconded by Com. Davis.

Com. Richards spoke in favor of the motion.

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Com. Moodhe spoke in favor of the motion but noted his caution at the number of storage facilities.

Com. Au asked for clarification on the corners of the building.

Purvis said that the lights would be on a timer and not on late at night.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 8/21/2023 7:30 PM
AYES:	Moodhe, Spunt, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan, Sujat Saxena

3. Comprehensive Plan Amendment (Dane Bragg, Trustee Weidenfeld) (Staff Contact: Kelly Purvis)
- Purvis provided a background information regarding the proposed Comprehensive Plan amendment and the proposed TIF District on Dundee Road.*
- Com. Moodhe asked if we need to make this amendment for the Village Board to approve the TIF District.*
- Purvis said that the amendment helps align the future landuse map with what is proposed for the TIF District by allowing mixed uses.*
- Com. Moodhe asked if the High School within the TIF could use funds from the TIF.*
- Purvis said any projects would have to qualify for funds through eligible improvements.*
- Staff report was entered in as exhibit one.*
- The public hearing was closed at 9:40 PM.*
- Com. Richards made a motion to recommend approval of an amendment to Ordinance No. 2009-15, which adopted the "Village Comprehensive Plan Update 2009", for the Dundee Road TIF area to have future land use designation of mixed-use including Commercial, Office, Residential, Civic/Cultural, and public uses as outlined in the Dundee Road TIF District Eligibility Report and Redevelopment Plan and Project.*
- Motion second by Com. Worlikar.*

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 8/21/2023 7:30 PM
AYES:	Moodhe, Spunt, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan, Sujat Saxena

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Jun 21, 2023 7:30 PM

07/19/2023

RESULT:	ACCEPTED AS AMENDED [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan, Sujat Saxena

Chairman's Report**Committee and Liaison Reports**

Com. Richards reviewed the liaison report from the most recent Village Board Meeting.

Staff Report/Future Agenda Schedule

Purvis provided details on the future agenda schedule.

Public Comments and Questions**Adjournment**

The meeting was adjourned at 9:45 PM

Action Items

Kelly Purvis

APPROVED BY ME THIS 19th DAY OF July, 2023



Ordinance No. O-2023-107 : Approve an Ordinance Approving the Buffalo Grove Dundee Road TIF District Redevelopment Project Area

Recommendation of Action

Staff recommends approval.

Attached for the Board's consideration is an Ordinance approving the 2023 Buffalo Grove Dundee Road TIF District. Additional information can be found in the attached staff memorandum. Should this Ordinance be approved, the Village Board will be asked to approve two (2) additional Ordinances.

ATTACHMENTS:

- TIF Ordinance Memo (DOCX)
- Ord Approving Dundee TIF (DOC)
- Ex. B Buffalo Grove Dundee Road TIF Plan 2023-05-4 (PDF)
- BOT Memo Dundee 7.17.23 (DOCX)
- JRB Resolution and Minutes (PDF)

Trustee Liaison
Stein

Staff Contact
Nicole Woods, Community Development

Monday, August 21, 2023	
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VILLAGE OF BUFFALO GROVE



DATE: August 17, 2023

TO: Dane Bragg, Village Manger

FROM: Nicole Woods, Director of Community Development

SUBJECT: Ordinance Approving the 2023 Buffalo Grove Dundee Road TIF District

BACKGROUND

On March 20, 2023, the Village Board approved an Ordinance authorizing the completion of a Tax Increment Financing ("TIF") District for the Dundee Road area. As a follow up to the Village Board's action authorizing a Tax Increment Financing (TIF) Feasibility/ Eligibility Report (TIF Report), the Village's consultant, SB Friedman, has completed the TIF Report. The TIF report was filed with the Village Clerk's office on May 4, 2023 and is available for viewing by the public. A copy of the TIF report can also be found on the Village's website www.vbg.org/tif and is attached to this document.

JOINT REVIEW BOARD FINDINGS AND RECOMMENDATION

The JRB meeting was held on June 20, 2023 (click [here](#) for agenda) and the JRB voted unanimously to approve Resolution 2023-01 (attached) recommending approval of the proposed 2023 Buffalo Grove Dundee Road TIF District.

PUBLIC HEARING

On July 17, 2023, the Village Board held the required public hearing. Two (2) individuals spoke during the hearing. Comments included:

- Property maintenance concerns with the former car dealership sites
- Construction impacts
- Questions regarding the TIF Process

ACTIONS REQUESTED

To date, the Village has completed all required actions prior to voting on the proposed TIF District. Before the Village Board are three (3) Ordinances which are required to establish the 2023 Buffalo Grove Dundee Road TIF District. Those Ordinances include:

1. Ordinance approving the 2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area.
 - a. *This ordinance establishes the findings that the TIF area meets the criteria of the Tax Increment Allocation Redevelopment Act and that the Village adopts the findings in SB Friedman's TIF Report.*
2. Ordinance designating the 2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area.
 - a. *This Ordinance designates the boundary/area of the Dundee Road TIF District.*
3. Ordinance adopting Tax Increment Allocation Financing for the 2023 Buffalo Grove Dundee Road TIF District.

- a. *This Ordinance adopts Tax Increment Allocation Financing and directs the counties to remit incremental taxes to the Village.*

STAFF RECOMMENDATION

Staff finds that the Feasibility/ Eligibility Report prepared by SB Friedman shows that the Dundee Road TIF District does meet the requirements established in the Tax Increment Allocation Redevelopment Act. Furthermore, staff believes that having a TIF available will ensure that the Village has the necessary economic tools in place to facilitate a public or private development project that is consistent with the Community's vision. It will also create a mechanism to fill any potential "gap" that may exist as part of a development proposal. Given the challenges facing the Dundee Road area, future redevelopment of key sites would likely not occur without a TIF District.

Therefore, staff recommends that Village Board approve the attached Ordinance approving the 2023 Buffalo Grove Dundee Road TIF District. Should this Ordinance be approved, the Village Board will be asked to approve the two (2) additional Ordinances as outlined in this memo.

Ordinance 2023- _____

**AN ORDINANCE OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS, COOK
AND LAKE COUNTIES, ILLINOIS, APPROVING A TAX INCREMENT
REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE 2023
BUFFALO GROVE DUNDEE ROAD REDEVELOPMENT PROJECT AREA.**

WHEREAS, it is desirable and for the best interest of the citizens of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, ("Buffalo Grove"), for Buffalo Grove to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (Plan and Project) within the municipal boundaries of Buffalo Grove and within a proposed redevelopment project area ("Area") described in Section 1 (a) of this ordinance, which Area consists in the aggregate of approximately 107 acres; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the President and Board of Trustees of Buffalo Grove called a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the act for July 17, 2023 at the Buffalo Grove Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois; and

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts and to the Illinois Department of Commerce and Economic Opportunity by certified mail on May 25, 2023 by publication on June 20, 2023 and again on June 30, 2023 and July 9, 2023 and by certified mail to taxpayers within the area on July 6, 2023; and

WHEREAS, Buffalo Grove has heretofore convened a joint review board as required by and in all respects in compliance with the provisions of the Act;

WHEREAS, the Plan and Project set forth the factors that caused the proposed Area to be blighted, and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area that caused the area to be a "conservation area" as defined in the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of

real property and improvements thereon in the proposed Area would be substantially benefited by the proposed Project Improvements; and

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and Project and also the existing Comprehensive Plan for development of Buffalo Grove as a whole to determine whether the proposed Plan and Project conform to the Comprehensive Plan of Buffalo Grove;

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS AS FOLLOWS:

Section 1. Findings. The Corporate Authorities hereby make the following findings:

- a. The Area, street location (as near as practicable) for the Area and the map are described and depicted in Exhibit A attached hereto and incorporated herein as if set forth in full by this reference.
- b. There exist conditions that cause the Area to be subject to designation as a redevelopment project area under the Act and pursuant to the findings of the 2023 Buffalo Grove Dundee Road TIF District Eligibility Study and Redevelopment Plan and Project attached as Exhibit B.
- c. The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.
- d. The Plan and Project conform to the Comprehensive Plan for the development of Buffalo Grove as a whole.
- e. As set forth in the Plan, the estimated date of completion of the Project is 23 years, and the estimated date of retirement of all obligation incurred to finance redevelopment project costs as defined in the Plan is not be later than December 31st of the year in which the payment to the Village Treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the 23rd calendar year in which the ordinance approving the redevelopment project area is adopted.
- f. The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon that will be substantially benefited by the proposed Project improvements are included in the proposed Area.

Section 2. Exhibits incorporated by reference. The Plans and Project, which were the subject matter of the public hearing held July 17, 2023 are hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit B attached hereto and incorporated herein as if set forth in full by this reference.

Section 3. Invalidity of any Section. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the

invalidity or unenforceability of such section, paragraph, or provisions shall not affect any of the remaining provisions of this ordinance.

Section 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith shall be and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Dated this ____th day of ____, 2023.

Adopted by a roll call vote as follows:

AYES:

NAYS:

ABSENT AND NOT VOTING:

Eric Smith
Village President

PASSED: _____
APPROVED: _____

ATTEST:

Janet Sirabian
Village Clerk

Exhibit A
THE 2023 BUFFALO GROVE DUNDEE ROAD
REDEVELOPMENT PROJECT AREA

COOK COUNTY

THAT PART OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DUNDEE ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE WEST LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID DUNDEE ROAD; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE EAST LINE OF THE WEST 200.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 470.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN STRATHMORE WEST SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20142938 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE WEST LINE OF ARLINGTON HEIGHTS ROAD TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19834936 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG LAST SAID SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG LAST SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF CHATHAM SUBDIVISION UNIT NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85262907 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF LAST SAID CHATHAM SUBDIVISION UNIT NO. 4 TO THE WESTERN MOST CORNER OF DELACOURTE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 98513157 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG A SOUTH LINE OF SAID DELACOURTE SUBDIVISION TO A BEND IN THE WEST LINE OF SAID DELACOURTE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID DELACOURTE SUBDIVISION TO THE SOUTHWEST CORNER OF SAID DELACOURTE SUBDIVISION BEING ALSO THE NORTH LINE OF DUNDEE ROAD; THENCE EAST ALONG THE NORTH LINE OF DUNDEE ROAD TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20937795 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID WEST 28 LINE OF MILL CREEK UNIT ONE SUBDIVISION TO THE SOUTH LINE OF GRAND SPAULDING DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23752075 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH

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COMMON BOUNDARY DESCRIPTION

Generally described as follows: The proposed TIF District extends east-west along Dundee Road. Most parcels in the proposed TIF District are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road.

Proposed Redevelopment Project Area (RPA) or TIF District Map

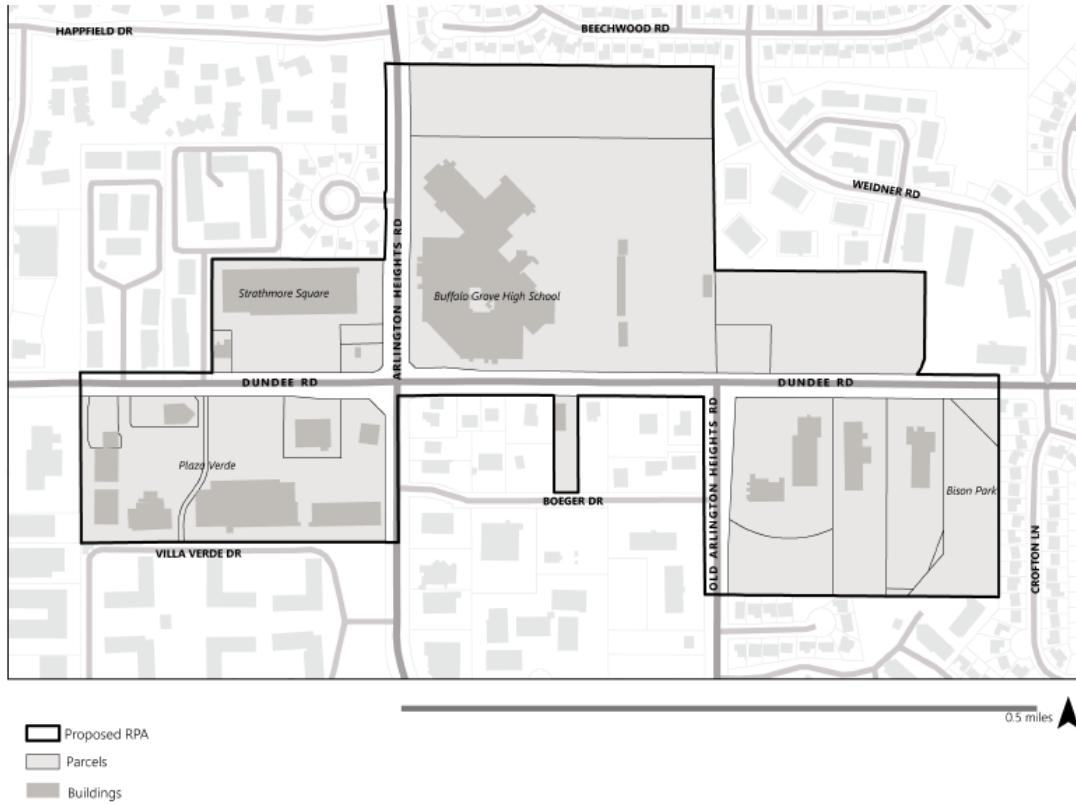
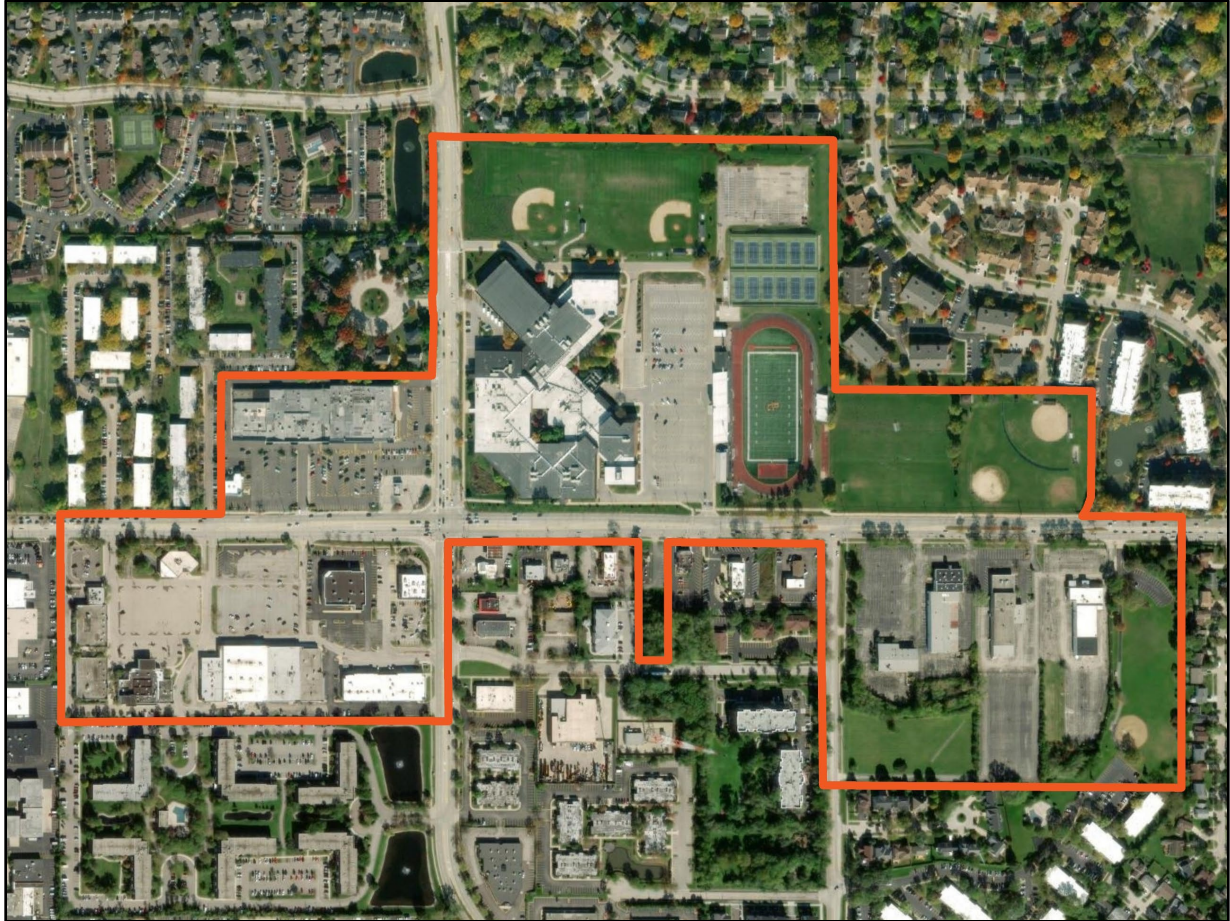


Exhibit B
2023 Buffalo Grove Dundee Road TIF District Eligibility Study and
Redevelopment Plan and Project

Attachment: Ord Approving Dundee TIF [Revision 1] (O-2023-107 : Approve an Ordinance Approving the Buffalo Grove Dundee Road TIF



VILLAGE OF BUFFALO GROVE, IL

2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area

Tax Increment Financing District

Eligibility Report and Redevelopment Plan and Project

DRAFT REPORT | May 4, 2023



VILLAGE OF BUFFALO GROVE, IL
**2023 Buffalo Grove Dundee Road
TIF District Redevelopment Project Area**

Tax Increment Financing District
Eligibility Report and Redevelopment Plan and Project

May 4, 2023

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VILLAGE OF BUFFALO GROVE, IL
2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area
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1. Introduction

The Village of Buffalo Grove (the “Village”) seeks to establish a tax increment financing (“TIF”) district to serve as an economic development tool and promote the revitalization of land in the southwestern portion of the Village, along Dundee Road. The Village engaged SB Friedman Development Advisors (“SB Friedman”) in February 2023 to conduct a redevelopment project area feasibility study and prepare a redevelopment and project.

This document serves as the Eligibility Report and Redevelopment Plan and Project (together, the “Report”) for the proposed 2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area (“Dundee Road RPA” or the “RPA”). **Section 2** of the Report, the Eligibility Report, details the eligibility factors found within the proposed RPA in support of its designation as a “conservation area” for improved land, within the definitions set forth in the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4--1 et seq., as amended (the “Act”). **Section 3** of this Report, the Redevelopment Plan and Project (the “Redevelopment Plan”), outlines the comprehensive program to revitalize the proposed RPA, as required by the Act.

Redevelopment Project Area

The proposed Dundee Road RPA is located within the Village in Cook County (the “County”), as shown on **Map 1**. The proposed RPA comprises approximately 107 acres of land, including 89 acres within 23 parcels, and 18 acres of right-of-way. The proposed RPA extends east-west along Dundee Road. Most parcels in the proposed RPA are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road, as illustrated in **Map 2**. The proposed RPA consists of a mix of commercial, civic/institutional, and open space uses, as shown in **Map 3**. The proposed RPA contains: two shopping centers, each with multiple retail tenants; Buffalo Grove High School, including the school building and recreational amenities that serve the school; four parcels associated with three former auto dealerships that are currently untenanted; Bison Park; and one standalone retail property.

Determination of Eligibility

This Report concludes that the proposed Dundee Road RPA is eligible for designation as a “conservation area” for improved land, per the Act. There are 20 buildings in the proposed RPA, across 12 parcels. For the purposes of analysis, in a previously developed area, parcels that include side yards or parking lots related to an adjacent building are considered “improved”. Therefore, all parcels are considered “improved” in this analysis.

CONSERVATION AREA FINDINGS

2022 data from the Cook County Assessor indicated that 15 out of 20 (75%) of the primary structures in the proposed RPA are aged 35 years or older. This satisfies the requirement that 50% or more of the structures in the area have an age of 35 years or more. Further, the following four (4) eligibility factors have been found to be present to a meaningful extent and reasonably distributed throughout the proposed RPA:

1. Deterioration;
2. Inadequate Utilities;

3. Presence of Structures below Minimum Code Standards; and
4. Excessive Vacancies.

These factors are defined under the Act at 65 ILCS 5/11-74.4-3-(a) and (b) and are more fully described in **Appendix 2**.

Based on the age of primary structures in the proposed RPA and the presence of four (4) eligibility factors, the proposed RPA qualifies under a “conservation area” finding (age of structures plus at least three eligibility factors).

SUMMARY OF ELIGIBILITY FINDINGS

SB Friedman found that the proposed RPA qualifies as a “conservation area,” with 75% of the primary structures within the proposed RPA at least 35 years of age or older, and four (4) of the thirteen (13) eligibility factors were found to be present to a meaningful extent and reasonably distributed within the proposed RPA.

These conditions hinder the potential to redevelop the proposed RPA and capitalize on its unique attributes. The proposed RPA will benefit from a strategy that addresses the challenges of aged structures, inadequate utility infrastructure, deterioration, and excessive vacancies to facilitate the overall improvement of its physical condition.

Redevelopment Plan Goal, Objectives and Strategy

GOAL. The overall goal of the Redevelopment Plan and Project is to reduce or eliminate conditions that qualify the proposed RPA as an improved “conservation area”, and to provide the direction and mechanisms necessary to redevelop the proposed RPA as a vibrant mixed-use district. Redevelopment of the proposed RPA is intended to revitalize the area, strengthen the economic base, and enhance the Village’s overall quality of life.

OBJECTIVES. The following six (6) objectives support the overall goal of revitalization of the proposed RPA:

1. Facilitate the physical improvement and/or rehabilitation of existing structures and façades within the proposed RPA, and encourage the construction of new commercial, residential, civic/cultural, and public development, where appropriate;
2. Foster the replacement, repair, construction and/or improvement of public infrastructure, where needed, to create an environment conducive to private investment;
3. Provide resources for streetscaping, landscaping and signage to improve the image, attractiveness and accessibility of the proposed RPA, create a cohesive identity for the proposed RPA and surrounding area, and provide, where appropriate, for buffering between different land uses and screening of unattractive service facilities such as parking lots and loading areas;
4. Facilitate the assembly and preparation, including demolition and environmental clean-up, where necessary, and marketing of available sites in the proposed RPA for redevelopment and new development by providing resources as allowed by the Act;

5. Support the goals and objectives of other overlapping plans, including the Village of Buffalo Grove Comprehensive Plan published in 2009 (the “2009 Comprehensive Plan”), as well as existing, pending, and subsequent amendments to the 2009 Comprehensive Plan.
6. Coordinate available federal, state and local resources to further the goals of this Redevelopment Plan and Project.

STRATEGY. Redevelopment and rehabilitation of the proposed RPA is to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate additional private investment. The underlying strategy is to use TIF, as well as other funding sources, to reinforce and encourage further private investment.

Financial Plan

ELIGIBLE COSTS. The Act outlines several categories of expenditures that can be funded using incremental property taxes. These expenditures, referred to as eligible redevelopment project costs, include all reasonable or necessary costs incurred or estimated to be incurred and any such costs incidental to this Redevelopment Plan pursuant to the Act.

ESTIMATED REDEVELOPMENT PROJECT COSTS. The estimated eligible redevelopment project costs of this Redevelopment Plan are \$95 million¹. The total of eligible redevelopment project costs provides an upper limit on expenditures that are to be funded using tax increment revenues, exclusive of capitalized interest, issuance costs, interest and other financing costs.

EQUALIZED ASSESSED VALUE OF PROPERTIES IN THE PROPOSED RPA. The 2021 EAV (the most recent year in which assessed values and the equalization factor were available) of all taxable parcels in the proposed RPA is \$22,259,249. By tax year 2046 (collection year 2047), the total taxable EAV for the proposed RPA is anticipated to be approximately \$83 million.

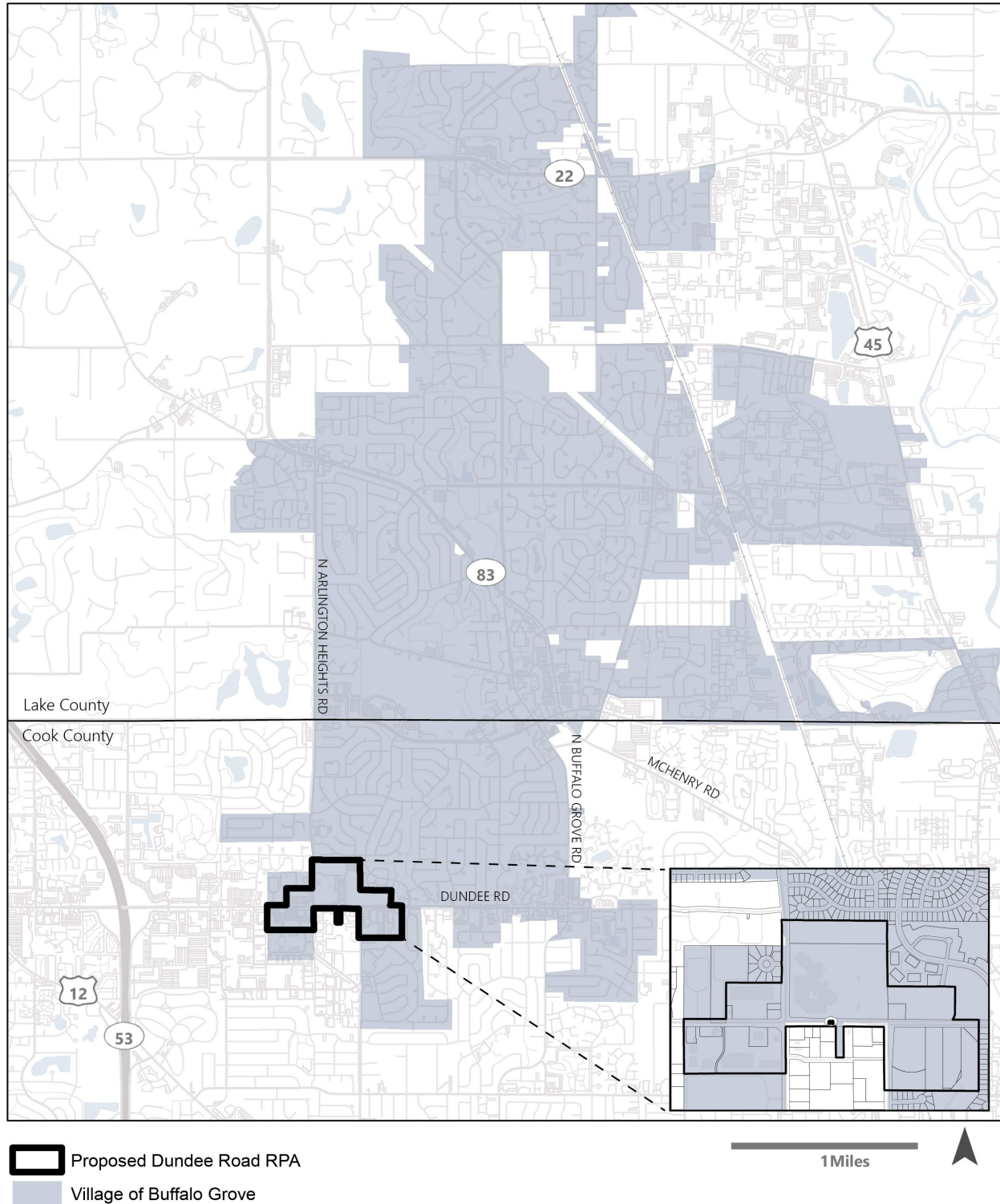
Required Tests and Findings

The required conditions for the adoption of this Redevelopment Plan and Project are found to be present within the proposed Dundee Road RPA:

1. The proposed RPA is approximately 107 acres in size and thus satisfies the requirement that it be at least 1.5 acres;
2. Limited private investment has occurred in the proposed Dundee Road RPA over the last five years;
3. Without the support of public resources, the redevelopment objectives for the proposed RPA would most likely not be realized. Accordingly, “but for” the designation of a TIF district, these projects would be unlikely to occur on their own;
4. The proposed Dundee Road RPA includes only those contiguous parcels of real property that are expected to benefit substantially from the proposed Redevelopment Plan and Project;

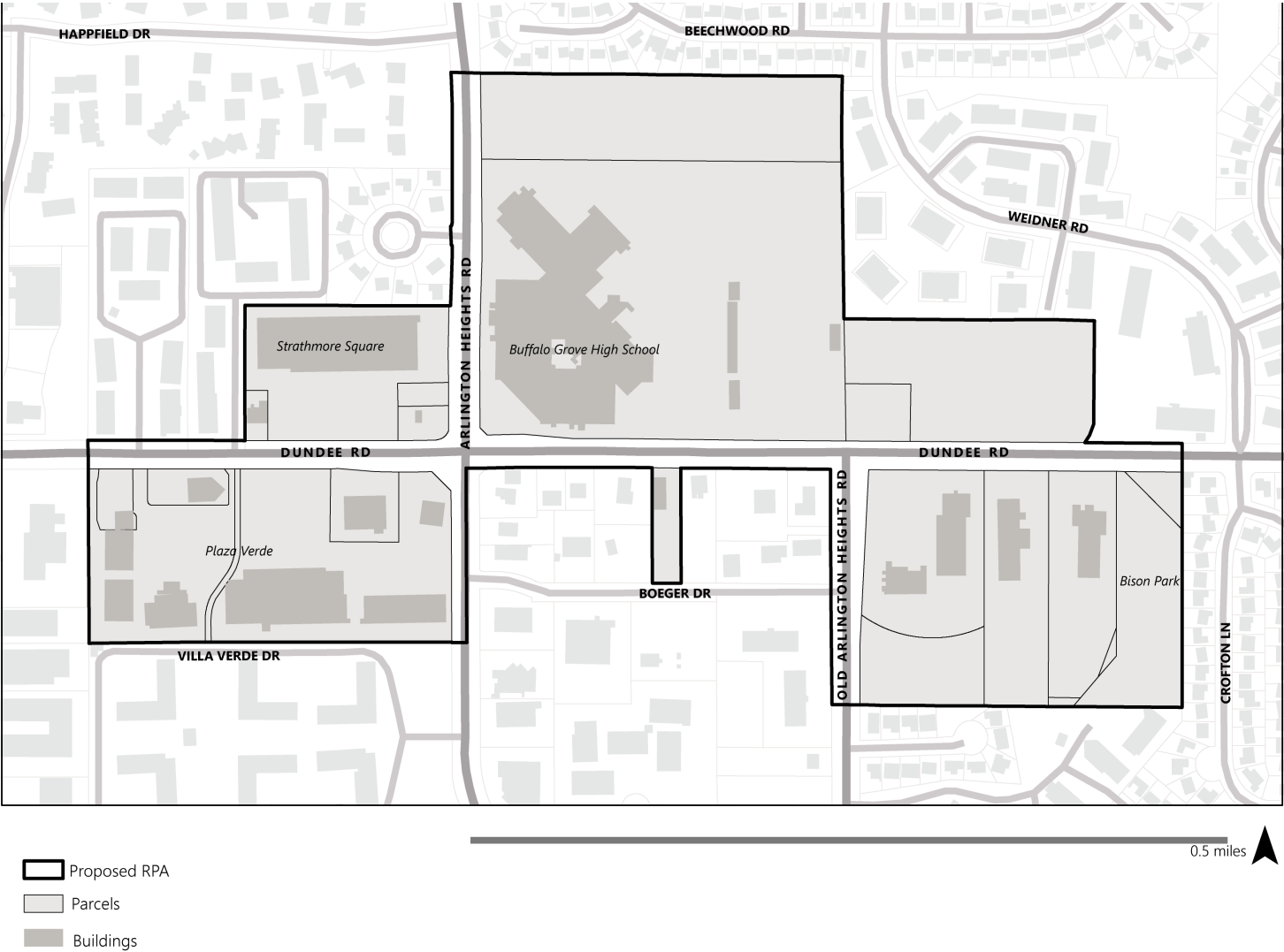
5. The Redevelopment Plan conforms to and proposes land uses that are consistent with the 2009 Comprehensive Plan, as well as existing, pending, and subsequent amendments to the 2009 Comprehensive Plan, and other relevant plans;
6. The Village certifies that no displacement will occur as a result of activities pursuant to this Redevelopment Plan. Therefore, a Housing Impact Study is not required under the Act; and
7. The Redevelopment Plan is estimated to be completed, and all obligations issued to finance redevelopment costs shall be retired no later than December 31, 2047, if the ordinances establishing the proposed RPA are adopted during 2023.

Map 1: Community Context



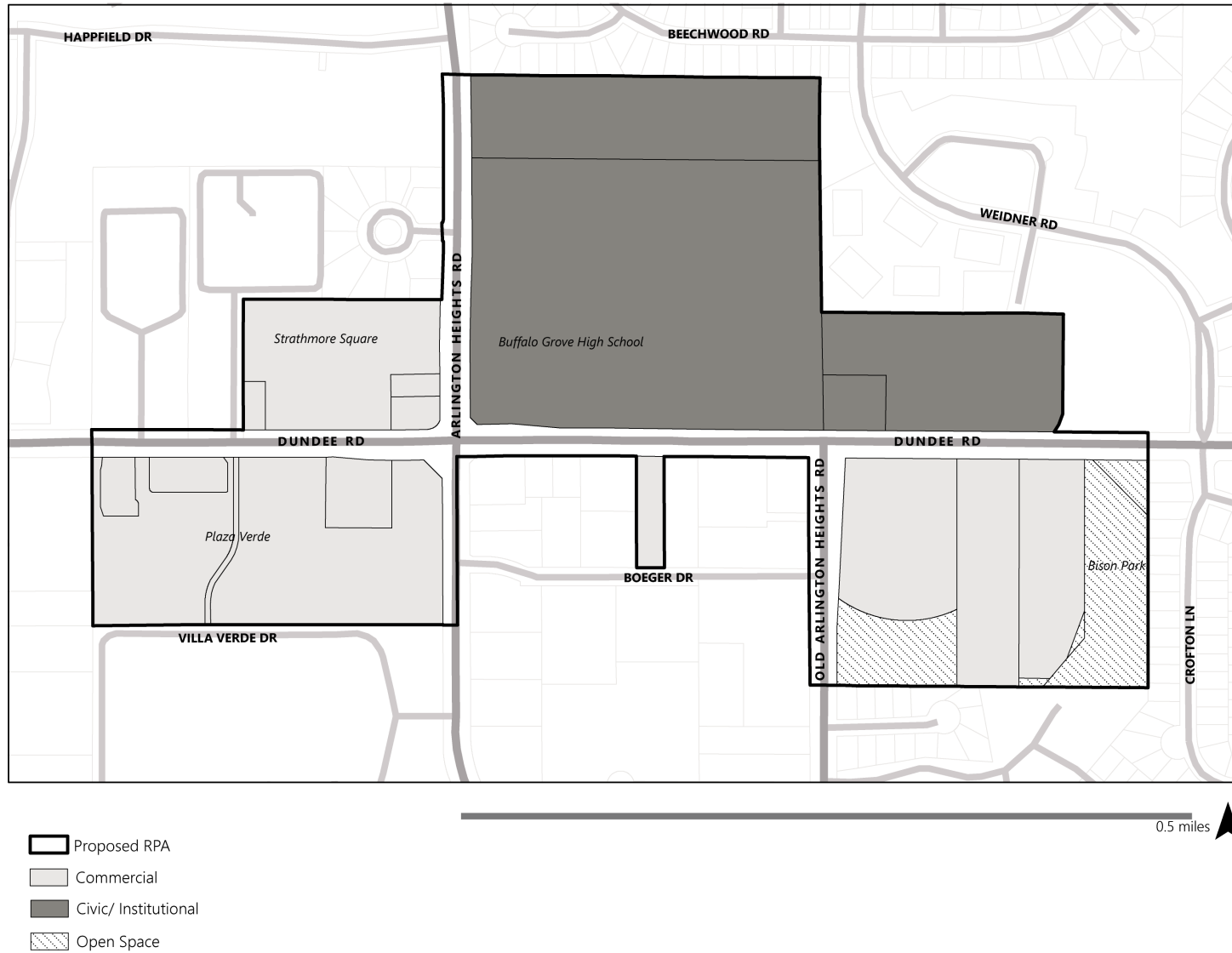
Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

Map 2: Proposed RPA Boundary



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

Map 3: Existing Land Use



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

2. Eligibility Report

This report concludes that the proposed Dundee Road RPA is eligible for designation as a “conservation area” for improved land, per the Act.

Provisions of the Illinois Tax Increment Allocation Redevelopment Act

Under the Act, two (2) primary avenues exist to establish eligibility for an area to permit the use of TIF for redevelopment: declaring an area as a “blighted area” and/or a “conservation area.” “Blighted areas” are those improved or vacant areas with blighting influences that are impacting the public safety, health, morals, or welfare of the community, and are substantially impairing the growth of the tax base in the area. “Conservation areas” are those improved areas that are deteriorating and declining and soon may become blighted. A description of the statutory provisions of the Act is provided below.

Factors for Improved Areas

According to the Act, “blighted areas” for improved land must demonstrate at least five (5) of the following eligibility factors, which threaten the health, safety, morals or welfare of the proposed district. “Conservation areas” must have a minimum of 50% of the total structures within the area aged 35 years or older, plus a combination of three (3) or more additional eligibility factors that are detrimental to the public safety, health, morals or welfare, and that could result in such an area becoming a “blighted area.” The following are eligibility factors for improved areas:

- Dilapidation
- Obsolescence
- Deterioration
- Presence of Structures below Minimum Code Standards
- Illegal Use of Individual Structures
- Excessive Vacancies
- Lack of Ventilation, Light or Sanitary Facilities
- Inadequate Utilities
- Excessive Land Coverage and Overcrowding of Structures and Community Facilities
- Deleterious Land Use or Layout
- Environmental Clean-Up
- Lack of Community Planning
- Lack of Growth in EAV

A definition of each factor is provided in **Appendix 2**.

Methodology Overview

SB Friedman conducted the following analyses to determine whether the proposed Dundee Road RPA is eligible for designation as a “conservation area”, per the Act:

- Parcel-by-parcel field observations and photography documenting external property conditions;
- Analysis of historical EAV trends for the last six years (five year-to-year periods) for which data are available and final (2017-2021) from the Cook County Assessor’s Office;
- Review of building age data from the Cook County Assessor’s Office;

- Review of parcel-level GIS shapefile data provided by the County;
- Review of municipal and county codes, building permit records (2018-2022), and code violation records as of February 2023;
- Review of a memorandum provided by the Village regarding locations, ages and conditions of water, stormwater and sanitary sewer infrastructure; and
- Review of current and prior comprehensive plans provided by the Village (from 1973, 1981, 1986, and the current plan from 2009).

SB Friedman examined all parcels for qualification factors consistent with the requirements of the Act. SB Friedman analyzed the presence or absence of each eligibility factor on a building-by-building, parcel-by-parcel basis and/or aggregate basis as applicable. The building and parcel information was then plotted on a map of the proposed RPA to determine which factors were present to a meaningful extent and reasonably distributed throughout the proposed RPA.

Conservation Area Findings

Based upon the conditions found within the proposed RPA at the completion of SB Friedman's research, it has been determined that the land within the proposed RPA meets the eligibility requirements of the Act as a "conservation" area." Of the 20 primary structures in the proposed RPA, 15 primary structures (75%) are 35 years of age or older. SB Friedman's research indicates that the following four (4) factors are present to a meaningful extent and reasonably distributed throughout the proposed RPA:

1. Deterioration
2. Inadequate Utilities
3. Presence of Structures below Minimum Code Standards
4. Excessive Vacancies

Each eligibility factor that is present to a meaningful extent and reasonably distributed throughout the proposed RPA is summarized below. **Map 4** illustrate the distribution of those eligibility factors found to be reasonably distributed on a building-by-building and/or parcel-by-parcel basis within the proposed RPA by highlighting each parcel or building where the respective factors were found to be present to a meaningful degree.

1. DETERIORATION

The Act defines deterioration as defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration including but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

Physical deterioration was observed on 19 parcels of 23 parcels (83% of parcels), as shown on **Map 4** below. The most common form of deterioration was on surface improvements, including on parcels and along adjacent rights-of-way. Catalogued surface improvement deterioration included cracks in infrastructure, alligating of pavement, and potholes on parking lots, alleys, and roads. There were also seven parcels that exhibited building deterioration, including instances of water damage on building fascia, a broken downspout, a crumbling foundation, and broken windows. Deterioration of buildings and surface improvements can make

it appear as though the proposed RPA lacks investment and can make it more difficult to attract new businesses or consumers. This factor was found to be meaningfully present and reasonably distributed throughout the proposed RPA.

2. INADEQUATE UTILITIES

The Act defines inadequate utilities as underground and overhead utilities, such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone and electrical services, which are:

1. Of insufficient capacity to serve the uses in the proposed RPA;
2. Deteriorated, antiquated, obsolete or in disrepair; or
3. Lacking within the redevelopment project area.

Based on a memorandum provided by, and conversations with the Village, the stormwater sewer systems throughout the proposed RPA, including both privately and publicly owned infrastructure, are on average 40 years old. None of these systems was designed to current standards, which were adopted in 2014. Based on these conditions, the inadequate utilities factor was found to be present to a meaningful extent and reasonably distributed throughout the proposed RPA.

3. PRESENCE OF STRUCTURES BELOW MINIMUM CODE STANDARDS

Per the Act, structures below minimum code standards are those that do not meet applicable standards of zoning, subdivision, building, fire and other governmental codes. The principal purpose of such codes is to protect the health and safety of the public, including residents, workers and visitors in the proposed RPA.

The memorandum provided by the Village indicated that the stormwater sewer systems throughout the proposed RPA, which includes both privately and publicly owned infrastructure, are on average 40 years old and were not designed to current 2014 standards. The presence of structures below minimum code standards, and the cost to upgrade “grandfathered” structures to meet modern codes may also reduce the overall competitiveness and economic viability of the area. Thus, we found this factor is present to a meaningful extent and is reasonably distributed throughout the proposed RPA.

4. EXCESSIVE VACANCIES

The Act defines excessive vacancies as the presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies. The proposed RPA contains primarily retail uses, so this section will focus on retail vacancies.

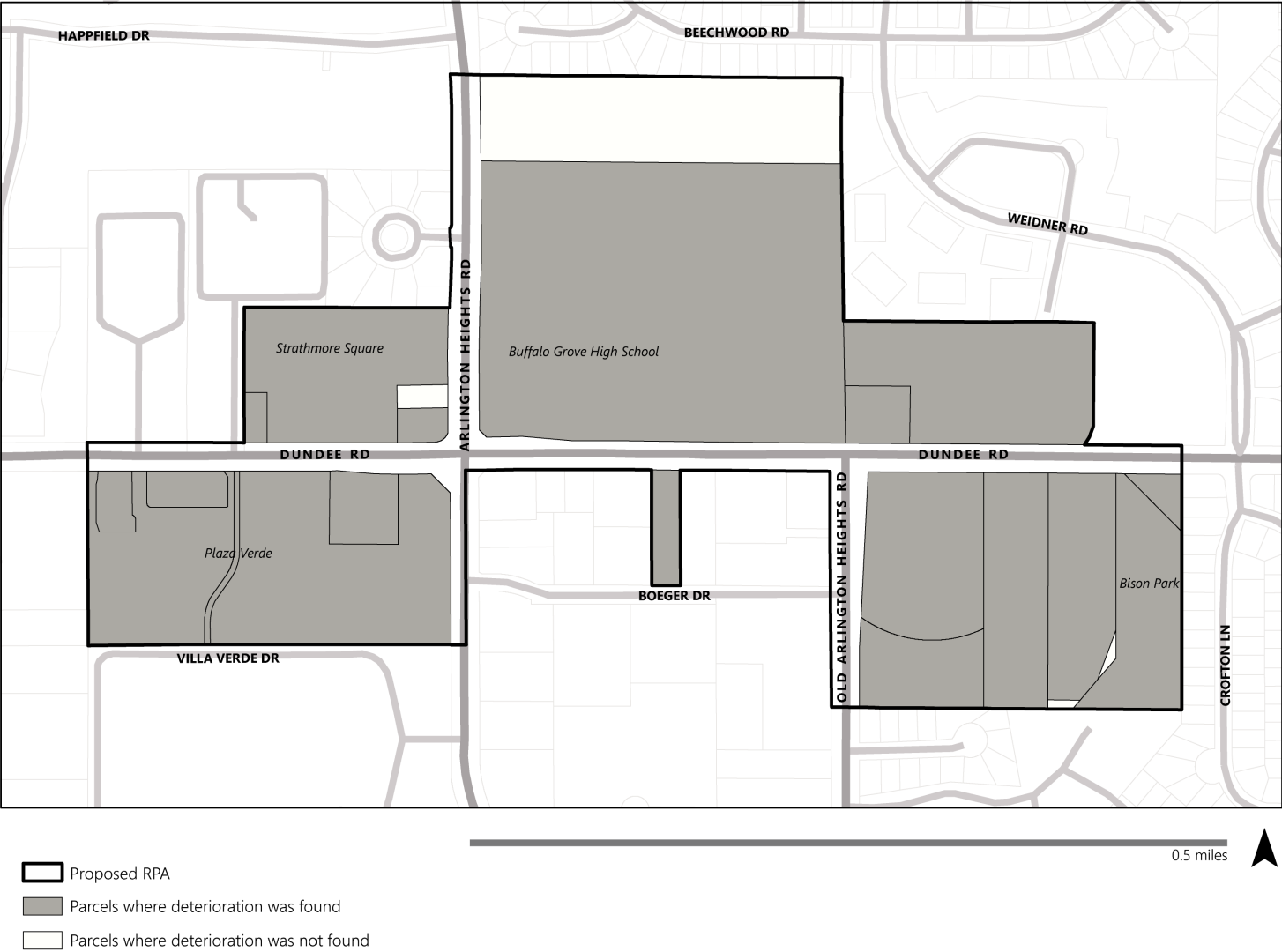
According to CoStar, a commercial real estate data provider, as of March 2023, 13% of the total retail space within the proposed RPA is vacant. This is nearly double the rate of the retail vacancy of the broader market (within a 15-minute drive of the proposed RPA (7%)).

We believe that the proposed RPA’s relatively high retail vacancy represents an adverse influence on the area. This factor was found to be meaningfully present and reasonably distributed throughout the proposed RPA.

Summary of Findings

SB Friedman found that the proposed RPA qualifies to be designated as a “conservation area” for improved land, with 75% of the structures within the proposed RPA at least 35 years of age or older, and four (4) of the thirteen (13) eligibility factors present to a meaningful extent and reasonably distributed within the proposed RPA.

Map 4: Deterioration



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

3. Redevelopment Plan and Project

This document describes the comprehensive redevelopment program proposed to be undertaken by the Village to create an environment in which private investment can reasonably occur. The redevelopment program will be implemented over the 23-year life of the proposed RPA. If a redevelopment project is successful, various new projects will be undertaken that will assist in alleviating blighting conditions and promoting rehabilitation and development in the proposed RPA.

Redevelopment Needs of the Proposed RPA

Currently, the proposed RPA is comprised of parcels that are characterized by a failure to meet current code standards, a lack of private investment, deterioration, inadequate utilities, and aged buildings with excessive vacancies. These conditions reduce the value of the properties in the area and make the proposed RPA less competitive, overall, with property in other communities, thus limiting local area employment and development opportunities, and contributing to the lack of new investment in the proposed RPA.

The existing conditions for the proposed RPA suggest six (6) major redevelopment needs:

1. Capital improvements that further the objectives set forth in this Redevelopment Plan;
2. Site preparation, environmental remediation and stormwater management;
3. Redevelopment of underutilized parcels;
4. Streetscape and infrastructure improvements, including utilities;
5. Rehabilitation of existing buildings; and
6. Resources for commercial, residential, public/private institutional, community facility, park/open space, and utility development.

The goals, objectives and strategies discussed below have been developed to address these needs and facilitate the sustainable redevelopment of the proposed RPA.

GOAL, OBJECTIVES AND STRATEGY

GOAL. The overall goal of the Redevelopment Plan and Project is to reduce or eliminate conditions that qualify the proposed RPA as an improved “conservation area”, and to provide the direction and mechanisms necessary to redevelop the proposed RPA as a vibrant mixed-use district. Redevelopment of the proposed RPA is intended to revitalize the area, strengthen the economic base, and enhance the Village’s overall quality of life.

OBJECTIVES. The following six (6) objectives support the overall goal of revitalization of the proposed RPA:

1. Facilitate the physical improvement and/or rehabilitation of existing structures and façades within the proposed RPA, and encourage the construction of new commercial, residential, civic/cultural and recreational development, where appropriate;
2. Foster the replacement, repair, construction and/or improvement of public infrastructure where needed, including public utilities, public park and recreational facilities, sidewalks,

streets, curbs, gutters, underground water and sanitary systems, and stormwater detention of adequate capacity to create an environment conducive to private investment;

3. Facilitate the renovation or construction of stormwater management systems and flood control within the proposed RPA;
4. Provide resources for streetscaping, landscaping and signage to improve the image, attractiveness and accessibility of the proposed RPA, create a cohesive identity for the RPA and surrounding area, and provide, where appropriate, for buffering between different land uses and screening of unattractive service facilities such as parking lots and loading areas;
5. Facilitate the assembly and preparation, including demolition and environmental clean-up, where necessary, and marketing of available sites in the proposed RPA for redevelopment and new development by providing resources as allowed by the Act; and
6. Support the goals and objectives of other overlapping plans, including the Village's 2009 Comprehensive Plan as well as existing, pending, and subsequent amendments to the 2009 Comprehensive Plan, and coordinate available federal, state and local resources to further the goals of this Redevelopment Plan and Project.

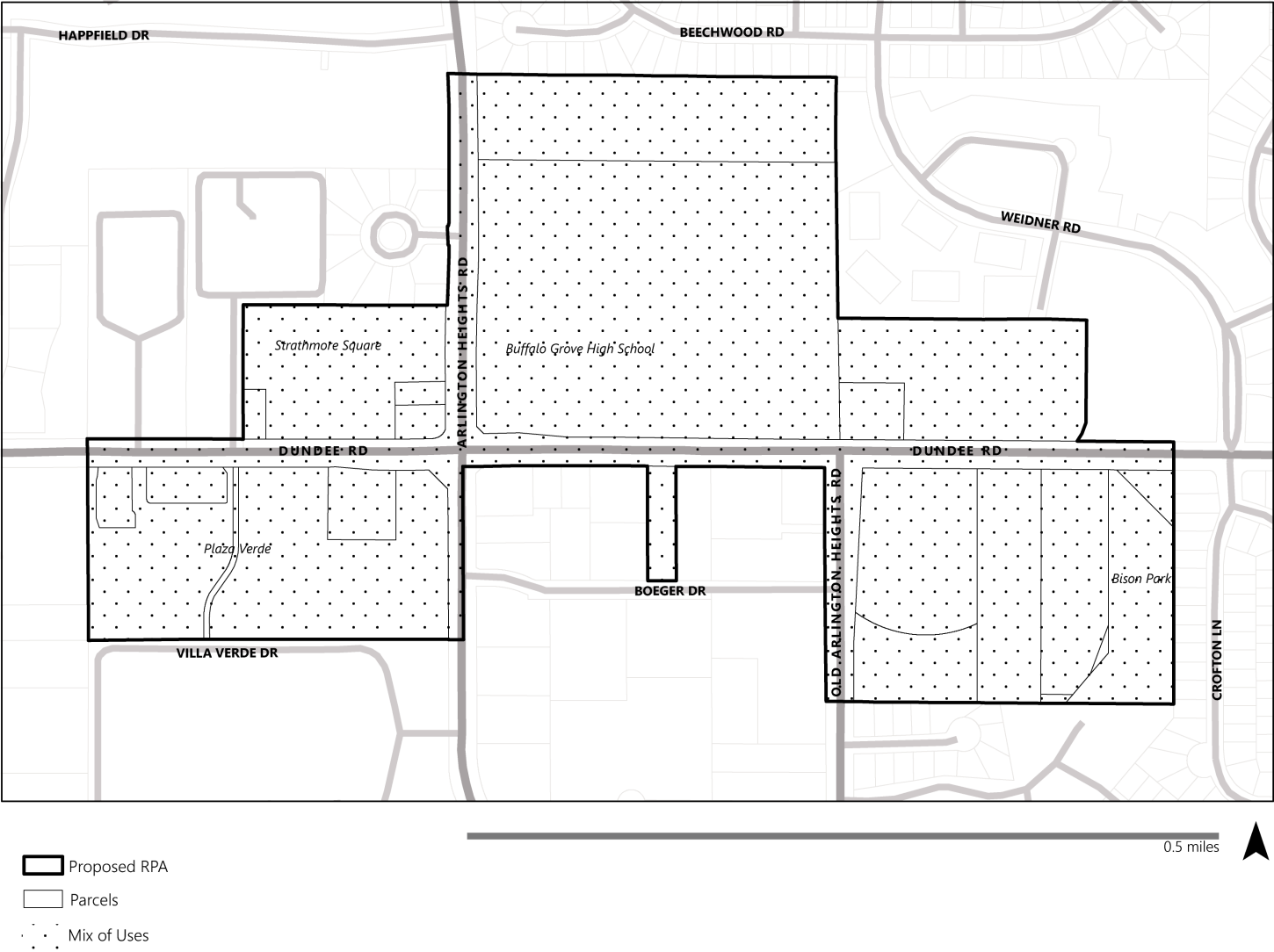
STRATEGY. Redevelopment and rehabilitation of the proposed RPA is to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate additional private investment. The underlying strategy is to use TIF, as well as other funding sources, to reinforce and encourage further private investment.

Proposed Future Land Use

The proposed future land uses within the proposed RPA, as shown in **Map 5**, are consistent with the long-term objective of this Redevelopment Plan. The mixed-use designation is meant to allow for a variety of uses throughout the proposed RPA consistent with the Village's Comprehensive Plan as amended. The mixed-use designation allows for the following uses:

- Commercial
- Office
- Residential
- Civic/Cultural
- Public

Map 5: Proposed Future Land Use



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

Financial Plan

ELIGIBLE COSTS

The Act outlines several categories of expenditures that can be funded using tax increment revenues. These expenditures, referred to as eligible redevelopment project costs, include all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan pursuant to the Act. The Village may also reimburse private entities for certain costs incurred in the development and/or redevelopment process. Such costs may include, without limitation, the following:

1. Costs of studies, surveys, development of plans and specifications, and implementation and administration of the Redevelopment Plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(1).
2. The costs of marketing sites within the proposed RPA to prospective businesses, developers and investors.
3. Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground-level or below-ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land as more fully set forth in 65 ILCS 5/11-74.4-3(q)(2).
4. Costs of rehabilitation, reconstruction, or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(3); and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment.
5. Costs of the construction of public works or improvements, subject to the limitations in Section 11-74.4-3(q)(4) of the Act.
6. Costs of job training and retraining projects, including the costs of “welfare to work” programs implemented by businesses located within the proposed RPA, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(5).
7. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto.
8. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district’s capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of this Redevelopment Plan.

9. An elementary, secondary or unit school district's increased per pupil tuition costs attributable to net new pupils added to the district living in assisted housing units will be reimbursed, as further defined in the Act.
10. A library district's increased per patron costs attributable to net new persons eligible to obtain a library card living in assisted housing units, as further defined in the Act.
11. Relocation costs to the extent that the municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law, or by Section 11-74.4-3(n)(7) of the Act.
12. Payment in lieu of taxes, as defined in the Act.
13. Costs of job training, retraining, advanced vocational education or career education, including, but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(10).
14. Interest costs incurred by a developer, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(11), related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. Such costs are to be paid directly from the special tax allocation fund established, pursuant to the Act;
 - b. Such payments in any one year may not exceed thirty percent (30%) of the annual interest costs incurred by the developer with regard to the development project during that year;
 - c. If there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - d. The total of such interest payments paid, pursuant to the Act, may not exceed thirty percent (30%) of the total of: (i) cost paid or incurred by the developer for the redevelopment project; and (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the municipality, pursuant to the Act;
 - e. For the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, the percentage of seventy-five percent (75%) shall be substituted for thirty percent (30%) in subparagraphs 14b and 14d above; and
 - f. Instead of the interest costs described above in paragraphs 14b and 14d, a municipality may pay from tax incremental revenues up to fifty percent (50%) of the cost of construction, renovation and rehabilitation of new housing units (for ownership or rental) to be occupied by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, as more fully described in the Act. If the units are part of a

residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for this benefit under the Act.

Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.

If a Special Service Area is established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the proposed RPA for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

ESTIMATED REDEVELOPMENT PROJECT COSTS

The total eligible redevelopment project costs define an upper expenditure limit that may be funded using tax increment revenues, exclusive of capitalized interest, issuance costs, interest, and other financing costs. The totals of line items are not intended to place a limit on the described expenditures. Adjustments to the estimated line-item costs are expected and may be made administratively by the Village without amendment to this Redevelopment Plan, either increasing or decreasing line-item costs because of changed redevelopment costs and needs. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The estimated eligible costs of this Redevelopment Plan are shown in **Table 3**.

Additional funding in the form of state and federal grants, private developer contributions, and other outside sources may be pursued by the Village as a means of financing improvements and facilities within the proposed RPA.

Table 3: Estimated TIF-Eligible Redevelopment Project Costs

Eligible Expense [1]	Estimated Project Costs
Administration and Professional Service Costs	\$500,000
Site Marketing Costs	\$500,000
Property Assembly and Site Preparation Costs	\$20,000,000
Costs of Building Rehabilitation	\$12,500,000
Costs of Construction of Public Works or Improvements	\$31,000,000
Costs of Job Training or Retraining (Businesses)	\$100,000
Financing Costs	\$100,000
Taxing District Capital Costs	\$10,000,000
Payments in Lieu of Taxes	\$100,000
Costs of Job Training (Community College)	\$100,000
Interest Costs (Developer or Property Owner)	\$100,000
TOTAL REDEVELOPMENT PROJECT COSTS [2] [3] [4]	\$75,000,000

[1] Described in more detail in Eligible Costs Section.

[2] Total Redevelopment Project Costs exclude any additional financing costs, including any interest expense, capitalized interest, costs of issuance, and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs.

[3] The amount of the Total Redevelopment Project Costs that can be incurred in the proposed RPA may be reduced by the amount of redevelopment project costs incurred in contiguous RPAs, or those separated from the proposed RPA only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the proposed RPA, but may not be reduced by the amount of redevelopment project costs incurred in the proposed RPA that are paid from incremental property taxes generated in contiguous RPAs or those separated from the proposed RPA only by a public right-of-way.

[4] All costs are in 2023 dollars and may be increased by 5% after adjusting for annual inflation reflected in the Consumer Price Index (CPI), published by the U.S. Department of Labor. In addition to the above stated costs, each issue of obligations issued to finance a phase of the Redevelopment Plan and Project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations, including interest costs.

PHASING, SCHEDULING OF THE REDEVELOPMENT, AND ESTIMATED DATES OF COMPLETION

Each private project within the proposed RPA receiving TIF benefits shall be governed by the terms of a written redevelopment agreement entered into by a designated developer and the Village of Buffalo Grove. This Redevelopment Plan is estimated to be completed, and all obligations issued to finance redevelopment costs are estimated to be retired, no later than December 31 of the year in which the payment to the Village provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving this proposed RPA is adopted. This Redevelopment Plan is estimated to be completed, and all obligations issued to finance redevelopment costs shall be retired no later than December 31, 2047, if the ordinances establishing the proposed RPA are adopted during 2023.

SOURCES OF FUNDS TO PAY COSTS

Funds necessary to pay for redevelopment project costs and/or municipal obligations, which may be issued or incurred to pay for such costs, are to be derived principally from tax increment revenues and/or proceeds from municipal obligations, which have as a repayment source tax increment revenue. To secure the issuance of these obligations and the developer's performance of redevelopment agreement obligations, the Village may require the utilization of guarantees, deposits, reserves, and/or other forms of security made available by private sector developers. The Village may incur redevelopment project costs that are paid from the funds of the Village other than incremental taxes, and the Village then may be reimbursed for such costs from incremental taxes.

The tax increment revenue, which will be used to fund tax increment obligations and eligible redevelopment project costs, shall be the incremental real property tax revenues. Incremental real property tax revenue is attributable to the increase of the current EAV of each taxable lot, block, tract or parcel of real property in the proposed RPA over and above the certified initial EAV of each such property.

Other sources of funds, which may be used to pay for development costs and associated obligations issued or incurred, include land disposition proceeds, state and federal grants, investment income, private investor and financial institution funds, and other sources of funds and revenues as the municipality and developer may deem appropriate.

The proposed RPA may be or become contiguous to or be separated only by a public right-of-way from, other redevelopment areas created under the Act (65 ILCS 5/11 74.4 4 et. seq.). The Village may utilize net incremental property tax revenues received from the proposed RPA to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the proposed RPA made available to

support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible redevelopment project costs within the proposed RPA, shall not at any time exceed the Total Redevelopment Project Costs described in **Table 3** of this Redevelopment Plan.

ISSUANCE OF OBLIGATIONS

To finance project costs, the Village may issue bonds or obligations secured by the anticipated tax increment revenue generated within the proposed RPA, or such other bonds or obligations as the Village may deem as appropriate. The Village may require the utilization of guarantees, deposits or other forms of security made available by private sector developers to secure such obligations. In addition, the Village may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

All obligations issued by the Village pursuant to this Redevelopment Plan and the Act shall be retired within the timeframe described under “Phasing, Scheduling of the Redevelopment, and Estimated Dates of Completion” above. Also, the final maturity date of any such obligations that are issued may not be later than 20 years from their respective dates of issue. One or more of a series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal and interest on all obligations issued by the Village shall not exceed the amounts available from tax increment revenues, or other sources of funds, if any, as may be provided by ordinance. Obligations may be of parity or senior/junior lien nature. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund or optional redemptions.

In addition to paying redevelopment project costs, tax increment revenues may be used for the scheduled and/or early retirement of obligations, and for reserves and bond sinking funds.

MOST RECENT EQUALIZED ASSESSED VALUE OF PROPERTIES IN THE PROPOSED RPA

The purpose of identifying the most recent EAV of the proposed RPA is to provide an estimate of the initial EAV for the purpose of annually calculating the incremental EAV and incremental property taxes of the proposed RPA. The 2022 EAV (the most recent year in which final assessed values and equalization factor were available) of all taxable parcels in the proposed RPA is approximately \$28,600,000. This total EAV amount by property index number (“PIN”) is summarized in **Appendix 4**. The EAV is subject to verification by the Cook County Assessor’s Office. After verification, the final figure shall be certified by the Cook County Clerk, and shall become the “Certified Initial EAV” from which all incremental property taxes in the proposed RPA will be calculated by the County.

ANTICIPATED EQUALIZED ASSESSED VALUE

By tax year 2046 (collection year 2047), the total taxable EAV for the proposed RPA is anticipated to be approximately \$83 million.

Impact of the Redevelopment Project

This Redevelopment Plan is expected to have short- and long-term financial impacts on the affected taxing districts. During the period when TIF is utilized, real estate tax increment revenues from the increases in EAV over and above the Certified Initial EAV (established at the time of adoption of this document) may be used

to pay eligible redevelopment project costs for the proposed RPA. To the extent that real property tax increment is not required for such purposes, revenues shall be declared surplus and become available for distribution annually to area taxing districts in the manner provided by the Act. At the time when the proposed RPA is no longer in place under the Act, the real estate tax revenues resulting from the redevelopment of the proposed RPA will be distributed to all taxing district levying taxes against property located in the proposed RPA. These revenues will then be available for use by the affected taxing districts.

DEMAND ON TAXING DISTRICT SERVICES AND PROGRAMS TO ADDRESS FINANCIAL AND SERVICE IMPACT

In 1994, the Act was amended to require an assessment of any financial impact of a redevelopment project area on, or any increased demand for service from, any taxing district affected by the redevelopment plan, and a description of any program to address such financial impacts or increased demand.

Replacement underutilized buildings and sites with active and more intensive uses may result in additional demands on services and facilities provided by the districts. Given the preliminary nature of this Redevelopment Plan, specific fiscal impacts on the taxing districts and increases in demand for services provided by those districts cannot accurately be assessed within the scope of this Plan. At this time, no special programs are proposed for these taxing districts. The Village intends to monitor development in the area and should demand increase, the Village intends to work with the affected taxing districts to determine what, if any, program is necessary to provide adequate services.

The following taxing districts presently levy taxes on properties within the proposed RPA:

- Cook County
- Cook County Consolidated Elections District
- Cook County Forest Preserve
- Wheeling Township
- Wheeling Township General Assistance
- Wheeling Township Road
- Village of Buffalo Grove
- Wheeling Community Consolidated School District 21
- Arlington Heights Township High School District 214
- Harper Community College District 512
- Buffalo Grove Park District
- Metropolitan Water Reclamation District of Greater Chicago
- Northwest Mosquito Abatement District
- Indian Trails Public Library District

Required Tests and Findings

As a part of establishing the proposed RPA, the following additional findings must be made:

FINDING 1: LACK OF GROWTH AND DEVELOPMENT THROUGH PRIVATE INVESTMENT

The Village is required to evaluate whether the proposed RPA has been subject to growth and development through private investment and must substantiate a finding of lack of such investment. Limited private investment has occurred in the proposed RPA during the past five years (2017-2022), as demonstrated by the following:

- **LIMITED CONSTRUCTION-RELATED PERMIT ACTIVITY.** Building permit data provided by the Village indicates there has only been limited private investment in the proposed RPA in the last five years. Since 2018, the Village has issued building permits associated with approximately \$2.8 million of improvements in the proposed RPA. Larger projects included interior remodels, surface area improvements, and minor exterior improvements. There were no new construction projects during that time. Thus, the proposed RPA has not been subject to growth and development through investment by private enterprise.

***Finding:** The proposed RPA, on the whole, has not been subject to growth and development through investment by private enterprise.*

FINDING 2: “BUT FOR...” REQUIREMENT

The Village is required to find that the proposed RPA would not reasonably be anticipated to be developed without the adoption of this Redevelopment Plan.

Without the support of public resources, the redevelopment objectives for the proposed RPA would most likely not be realized. The investments required to update and maintain buildings exhibiting deterioration, inadequate utilities, excessive vacancies, and structures that are below minimum code throughout the proposed Dundee Road RPA are extensive and costly, and the private market, on its own, has shown little ability to absorb all of these costs. Public resources to assist with public improvements and project-specific development costs are essential to leverage private investment and facilitate area-wide redevelopment.

***Finding:** But for the adoption of this Redevelopment Plan, critical resources will be lacking to support the redevelopment of the proposed RPA, and the proposed RPA would not reasonably be anticipated to be developed.*

FINDING 3: CONTIGUITY

No redevelopment project area can be designated unless a plan and project are approved prior to the designation of the area; and the area can only include those contiguous parcels that are to be substantially benefited by the proposed redevelopment project improvements.

***Finding:** The proposed RPA includes only those contiguous parcels of real property that are expected to benefit substantially from the proposed Redevelopment Plan and Project.*

FINDING 4: CONFORMANCE TO THE PLANS OF THE VILLAGE

The Redevelopment Plan and Project must conform to the comprehensive plan for the development of the municipality as a whole.

All aspects of this Redevelopment Plan are in agreement with, but subservient to, the 2009 Comprehensive Plan, as well as existing, pending, and subsequent amendments to that plan, which include the proposed RPA.

***Finding:** This Redevelopment Plan conforms to and proposes predominant land uses that are consistent with the Village's Comprehensive Plan.*

FINDING 5: HOUSING IMPACT AND RELATED MATTERS

As set forth in the Act, if a redevelopment plan for a redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and a municipality is unable to certify that no displacement will occur, the municipality must prepare a Housing Impact Study and incorporate the study into the Redevelopment Plan and Project document.

***Finding:** SB Friedman found that there are no housing units within the proposed RPA. The Village hereby certifies that no displacement will occur as a result of activities pursuant to this Redevelopment Plan. Therefore, a Housing Impact Study is not required under the Act.*

FINDING 6: ESTIMATED DATES OF COMPLETION

As set forth in the Act, the redevelopment plan must establish the estimated dates of completion of the redevelopment project and retirement of obligations issued to finance redevelopment project costs.

***Finding:** The estimated dates of completion of the project and retirement of obligations are described in "Phasing and Scheduling of the Redevelopment" above. This Redevelopment Plan is estimated to be completed, and all obligations issued to finance redevelopment costs shall be retired no later than December 31, 2047, if the ordinances establishing the proposed RPA are adopted during 2023..*

Provisions for Amending Action Plan

This Redevelopment Plan and Project document may be amended pursuant to the provisions of the Act.

Commitment to Fair Employment Practices and an Affirmative Action Plan

The Village of Buffalo Grove hereby affirms its commitment to fair employment practices and an affirmative action plan.

Appendix 1: Limitations of the Eligibility Report and Consultant Responsibilities

The Eligibility Report covers events and conditions that were determined to support the designation of the proposed Redevelopment Project Area ("RPA" or "TIF District") as a "conservation area" under the Act at the completion of our field research in February 2023 and not thereafter. These events or conditions include, without limitation, governmental actions and additional developments.

This Eligibility Report, Redevelopment Plan and Project, (the "Report") summarizes the analysis and findings of the consultant's work, which, unless otherwise noted, is solely the responsibility of SB Friedman. The Village is entitled to rely on the findings and conclusions of the Report in designating the proposed RPA as a redevelopment project area under the Act. SB Friedman has prepared the Report with the understanding that the Village would rely: (1) on the findings and conclusions of this Redevelopment Plan in proceeding with the designation of RPA and the adoption and implementation of this Redevelopment Plan; and (2) on the fact that SB Friedman has obtained the necessary information including, without limitation, information relating to the equalized assessed value of parcels comprising the proposed RPA, so that the Report will comply with the Act and that the proposed RPA can be designated as a redevelopment project area in compliance with the Act.

The Report is based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and meetings during which we obtained certain information. The sources of information and bases of the estimates and assumptions are stated in the Report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur. Therefore, actual results achieved will necessarily vary from those described in our Report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the Report to reflect events or conditions which occur subsequent to the date of the Report. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates and other market factors. However, we will be available to discuss the necessity for revision in view of changes in economic or market factors.

Preliminary Tax Increment Financing (TIF) projections were prepared for the purpose of estimating the approximate level of increment that could be generated by proposed projects and other properties within the proposed TIF District boundary and from inflationary increases in value. These projections were intended to provide an estimate of the final equalized assessed value (EAV) of the proposed TIF District.

As such, our report and the preliminary projections prepared under this engagement are intended solely for the Village's information, for the purpose of establishing a TIF District. These projections should not be relied upon for purposes of evaluating potential debt obligations or by any other person, firm or corporation, or for any other purposes. Neither the Report nor its contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan or other agreement or document intended for use in obtaining funds from individual investors, without prior written consent.

Appendix 2: Glossary

Factors for Improved Land

Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.

Deterioration. With respect to buildings, defects including but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration including but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

Presence of Structures below Minimum Code Standards. All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

Illegal Use of Individual Structures. The use of structures in violation of the applicable federal, state or local laws, exclusive of those applicable to the *Presence of Structures below Minimum Code Standards*.

Excessive Vacancies. The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

Lack of Ventilation, Light or Sanitary Facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

Inadequate Utilities. Underground and overhead utilities, such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.

Excessive Land Coverage and Overcrowding of Structures and Community Facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem

conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.

Deleterious Land Use or Layout. The existence of incompatible land use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive or unsuitable for the surrounding area.

Environmental Clean-Up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by state or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Lack of Community Planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

Lack of Growth in Equalized Assessed Value. The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated; or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available; or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

Appendix 3: Proposed Dundee Road RPA Boundary Legal Description

OF PROPERTY DESCRIBED AS:

THAT PART OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DUNDEE ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE WEST LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID DUNDEE ROAD; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE EAST LINE OF THE WEST 200.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 470.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN STRATHMORE WEST SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20142938 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE WEST LINE OF ARLINGTON HEIGHTS ROAD TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19834936 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG LAST SAID SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG LAST SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF CHATHAM SUBDIVISION UNIT NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85262907 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF LAST SAID CHATHAM SUBDIVISION UNIT NO. 4 TO THE WESTERN MOST CORNER OF DELACOURTE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 98513157 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG A SOUTH LINE OF SAID DELACOURTE SUBDIVISION TO A BEND IN THE WEST LINE OF SAID DELACOURTE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID DELACOURTE SUBDIVISION TO THE SOUTHWEST CORNER OF SAID DELACOURTE SUBDIVISION BEING ALSO THE NORTH LINE OF DUNDEE ROAD; THENCE EAST ALONG THE NORTH LINE OF DUNDEE ROAD TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20937795 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID WEST

LINE OF MILL CREEK UNIT ONE SUBDIVISION TO THE SOUTH LINE OF GRAND SPAULDING DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23752075 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF SAID GRAND SPAULDING DODGE SUBDIVISION AND ALSO THE SOUTH LINE OF GRAND SPAULDING DODGE RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25344703, IN COOK COUNTY, ILLINOIS AND ALSO THE SOUTH LINE OF CRYSLER REALTY SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 88224282, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF OLD ARLINGTON HEIGHTS ROAD, BEING ALSO THE EAST LINE OF FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG LAST SAID WEST LINE OF OLD ARLINGTON HEIGHTS ROAD TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE NORTHEAST CORNER OF LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7 IN SAID FREEDOM SMALL FARMS SUBDIVISION; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE CENTERLINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH ALONG THE CENTERLINE OF ARLINGTON HEIGHTS ROAD TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BARBARA RESUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 2 IN PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 00818536, IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23237770, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7 TO THE CENTERLINE OF DUNDEE ROAD BEING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Appendix 4: List of PINs in Proposed Dundee Road RPA

Record #	PIN	Est 2022 EAV
1	03-08-101-025-0000	\$2,574,668
2	03-08-101-020-0000	\$1,557,693
3	03-08-101-021-0000	\$1,778,361
4	03-08-101-028-0000	\$503,478
5	03-07-201-029-0000	\$1,475,773
6	03-07-201-028-0000	\$2,448,999
7	03-07-201-030-0000	\$395,906
8	03-07-201-022-0000	\$7,329,080
9	03-07-201-021-0000	\$1,402,660
10	03-07-201-020-0000	\$169,559
11	03-06-400-025-0000	\$7,255,070
12	03-06-400-026-0000	\$749,996
13	03-06-400-033-0000	\$161,098
14	03-06-400-059-0000	\$327,718
15	03-05-302-003-0000	\$0
16	03-05-302-002-0000	\$0
17	03-05-303-029-0000	\$0
18	03-05-303-003-0000	\$0
19	03-08-101-022-0000	\$0
20	03-08-101-023-0000	\$0
21	03-08-101-016-0000	\$0
22	03-08-101-012-0000	\$0
23	03-08-100-008-0000	\$493,944
TOTAL		\$28,624,003

Source: Cook County, SB Friedman

VILLAGE OF BUFFALO GROVE



DATE: August 17, 2023

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Public Hearing- Proposed 2023 Buffalo Grove Dundee Road TIF District

BACKGROUND

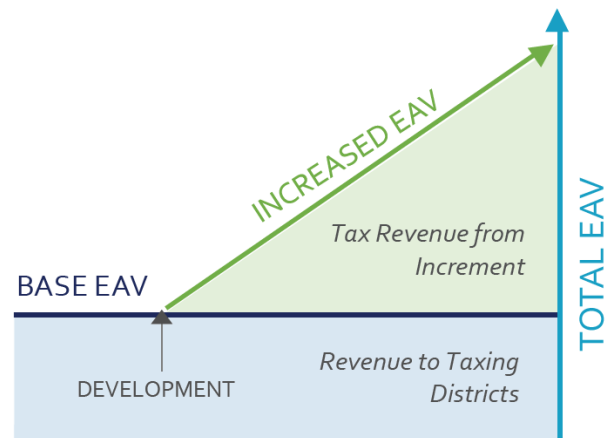
On March 20, 2023, the Village Board approved an Ordinance authorizing the completion of a Tax Increment Financing ("TIF") District for the Dundee Road area. As a follow up to the Village Board's action authorizing a Tax Increment Financing (TIF) Feasibility/ Eligibility Report (TIF Report), the Village's consultant, SB Friedman, has completed the TIF Report. The TIF report was filed with the Village Clerk's office on May 4, 2023 and is available for viewing by the public. A copy of the TIF report can also be found on the Village's website www.vbg.org/tif and is attached to this document.

On May 4, 2023, the Village Board approved Ordinance 2023-073 setting the public hearing date for the proposed TIF on July 17, 2023, at 7:30PM. Prior to the public hearing, the TIF Act also requires that the Village hold a Joint Review Board (JRB) meeting with all affected taxing bodies. The JRB meeting was held on June 20, 2023 (click [here](#) for agenda) and the JRB voted unanimously to approve Resolution 2023-01 (attached) recommending approval of the proposed 2023 Buffalo Grove Dundee Road TIF District.

STAFF SUMMARY

What Is TIF?

Tax increment finance (TIF) is a tool that generates a pool of money used for reinvestment within the TIF area. This pool of money is created by "freezing" the assessed value of a property when a TIF district is created, known as the baseline EAV. The Village, county, township, school districts, and other local governments continue to collect property taxes based upon the baseline EAV from the date when the TIF was created. Any increase in the property's assessed value which creates additional property tax revenue above the baseline EAV is deposited into the tax increment fund, which is then available for projects within the TIF district. TIF dollars can be used for public infrastructure, land assemblage, streetscape, demolition and site preparation, studies, surveys and plans, financing costs, professional services, rehabilitation or renovation of existing public or private buildings and environmental cleanup.



Why is a TIF Being Considered?

TIF funds help municipalities to make needed improvements to a specific area, like new roads, sewers, drainage improvements or provide incentives to attract private development and new businesses. TIF designation also helps existing businesses expand or improve their properties that might otherwise find more attractive options elsewhere. TIF helps to overcome the extraordinary costs that often

prevent development and private investment from occurring, including addressing flooding and environmental issues, investing in new infrastructure, and assembling properties into a single larger parcel for redevelopment.

Staff believes time is of the essence to develop a long-term strategy to spur development activity as some key sites are ready for redevelopment. Having a TIF available will ensure that the Village has the necessary economic tools in place to facilitate a public or private development project. It will also create a mechanism to fill any potential “gap” that may exist as part of a development proposal. Staff believes that given the challenges facing the Dundee Road area, future redevelopment of key sites would not occur without a TIF District.

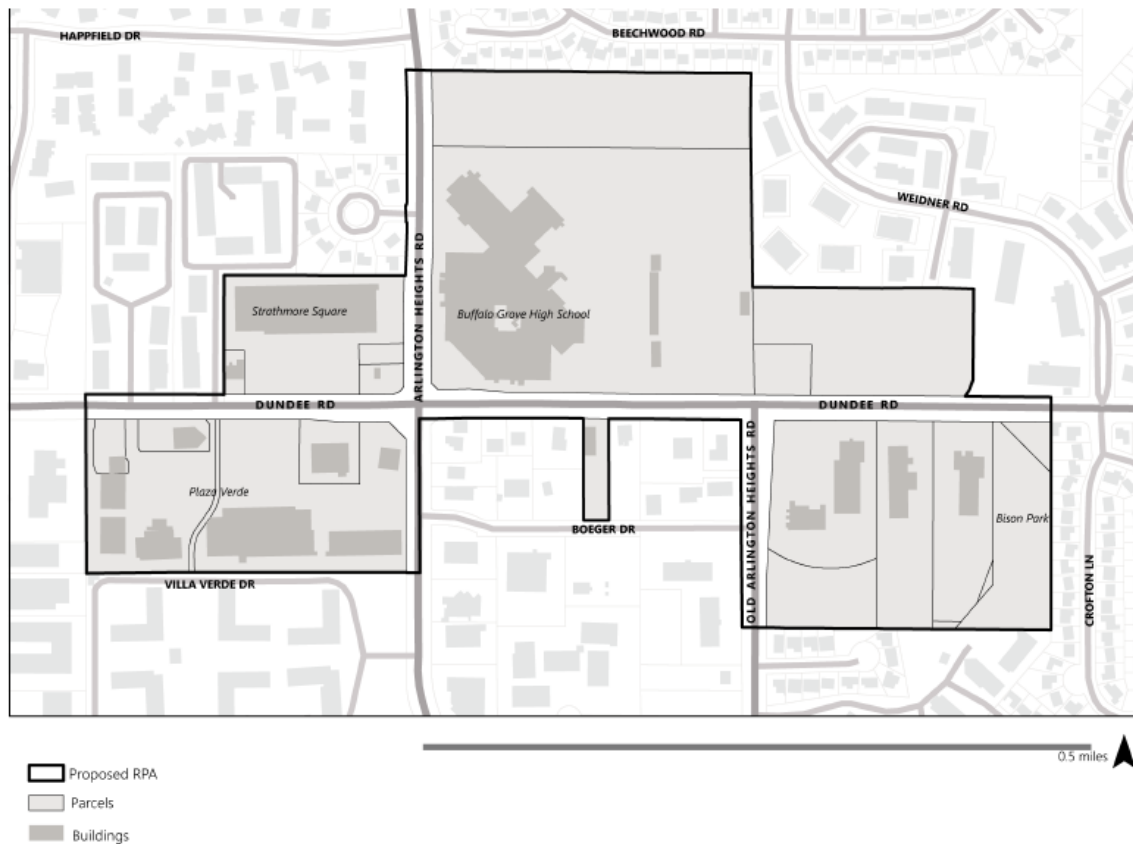
How Does a TIF Impact Property Taxes?

Tax increment financing is not a new tax. Property owners within the district continue to pay their normal property taxes throughout the life of the TIF at the same rate (by taxing district). The incremental tax revenue generated within the TIF district is reinvested back into the area in which it was collected. In this way, the TIF district stimulates the investment in property that generates the revenue the TIF district uses to incentivize reinvestment and development. At the end of the TIF district's 23-year life (or sooner if the district can be closed out early), all real estate tax revenues are again shared proportionately by the taxing bodies based on their individual tax rates.

What Properties are Being Considered?

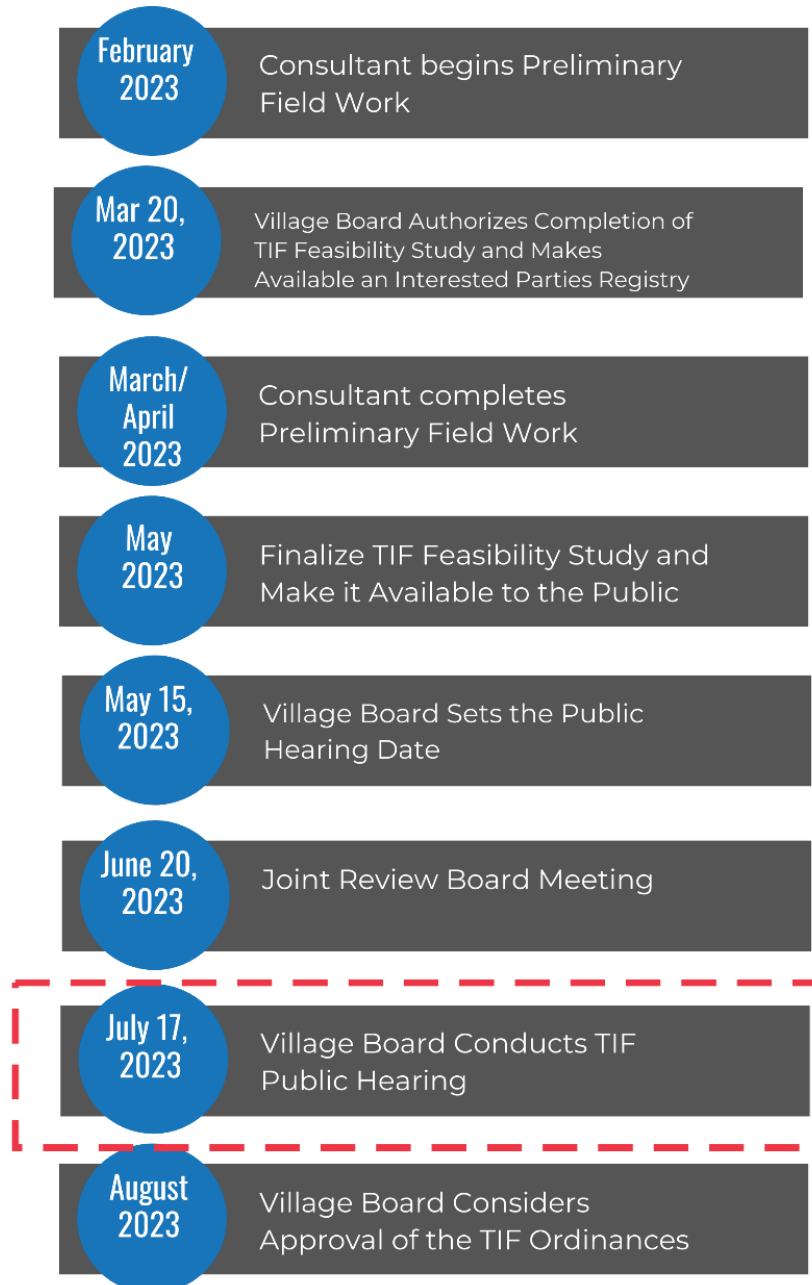
The TIF study area below is generally located around the intersection of Dundee Road and Arlington Heights Road and includes the Plaza Verde Shopping Centers, Strathmore Shopping Center, Buffalo Grove High School and the former car dealerships.

Proposed Redevelopment Project Area (RPA) or TIF District Map



What is the Process?

The process for establishing a TIF is to first begin preliminary fieldwork to establish a preliminary boundary. Secondly, the Village needs to authorize the completion of the TIF Feasibility Study to determine if the area meets the requirements of the Tax Increment Allocation Redevelopment Act. The graphic highlights the overall process. As shown, the Village is at the seventh step of the process before a TIF District can be considered by the Village Board.



In Accordance with the Tax Increment Allocation Redevelopment Act, the Village has taken the following actions on the following dates to the establishment of the TIF District:

	Action	Date
1	Adopted an Ordinance authorizing the preparation of the Eligibility Report and TIF Plan (Ord. 2023-031)	March 20, 2023 Village Board Meeting
2	Adopted an Ordinance establishing an interested parties registry (Ord. 2023-033)	March 20, 2023 Village Board Meeting
3	Adopted an Inducement Resolution (Res. 2023-07)	March 20, 2023 Village Board Meeting
4	Published the TIF Interested Parties Registry notice in the newspaper	March 27, 2023
5	Filed the Eligibility Report and TIF Plan with the Village Clerk and made it available on the Village's website	May 4, 2023
6	Approved Ordinance 2023-073 setting July 17, 2023 as the Public Hearing Date	May 15, 2023 Village Board Meeting
7	Mailed a copy of Ordinance 2023-073, the Eligibility Report and the TIF Plan, along with a notice of the Joint Review Board meeting and the Public Hearing: - To all taxing districts (by Certified Mail, Return Receipt Requested); and - To the Illinois Department of Commerce and Economic Opportunity (by Certified Mail, Return Receipt Requested)	May 25, 2023
8	Mailed notice relative to the availability of the Eligibility Report and TIF Plan, along with the Public Hearing Notice : - To all residential addresses within 750 feet of the boundaries of the Redevelopment Project Area; and - To all parties who were registered on the Village's TIF Interested Parties Registry	May 25, 2023 and May 26, 2023
9	Held the Joint Review Board Meeting	June 20, 2023
10	Published notice of the Public Hearing in the newspaper multiple times (in the Daily Herald)	June 20, 2023, June 30, 2023, July 9, 2023
11	Mailed notice of the Public Hearing: - To each taxpayer of record within the Redevelopment Project Area (by Certified Mail, Return Receipt Requested); and - To each person on the Village's TIF Interested Parties Registry	May 25, 2023 July 7, 2023

OVERALL FINDINGS

The [TIF Report](#), concludes that the proposed Dundee Road RPA is eligible for designation as a “conservation area” for improved land, per the Act.

Conservation Area Findings

To qualify for the Conservation Area classification, over 50% of buildings within the area must be 35 years old or older, and three (3) or more eligibility factors must be found to be present to a meaningful extent and reasonably distributed through the area. 2022 data from the Cook County Assessor indicated that 15 out of 20 (75%) of the primary structures in the proposed RPA are aged 35 years or older. This satisfies the requirement that 50% or more of the structures in the area have an age of 35 years or more.

Further, the following four (4) eligibility factors have been found to be present to a meaningful extent and reasonably distributed throughout the proposed RPA:

1. Deterioration;
2. Inadequate Utilities;
3. Presence of Structures below Minimum Code Standards; and
4. Excessive Vacancies.

These factors are defined under the Act at 65 ILCS 5/11-74.4-3-(a) and (b). Based on the age of primary structures in the proposed RPA and the presence of four (4) eligibility factors, the proposed RPA qualifies under a “conservation area” finding (age of structures plus at least three eligibility factors).

Per the TIF Report, these conditions hinder the potential to redevelop the proposed RPA and capitalize on its unique attributes. The proposed RPA will benefit from a strategy that addresses the challenges of aged structures, inadequate utility infrastructure, deterioration, and excessive vacancies to facilitate the overall improvement of its physical condition.

Budget/Projected Development Costs

Pursuant to the TIF Act, the Village is required to establish an estimated budget within the TIF Report, which defines an upper expenditure limit that may be funded using tax increment revenues. SB Friedman has developed an estimated limit of development costs of \$75M. The budget for the TIF District was developed based on the development scenarios and recommendations established within the Village’s 2009 Comprehensive Plan, as well as existing, pending, and subsequent amendments to that plan, as well as inflationary growth in incremental property taxes over the life of the district. Market conditions and timing of projects could have an impact on the overall budget. Ultimately, the Village Board will have control on the spending and overall budget.

The estimated budget includes the categories of eligible expenses as established by the TIF Act. These line items are estimates and each category may be fluctuate in dollars spent, so long as the total budget (\$75M) is not exceeded. The largest line items are in areas where SB Friedman tends to see most TIF dollars spent (capital projects, land assembly and site preparation). Spending across all line items may change but the intention is to show where SB Friedman estimates most TIF funds will be spent over time based on their experience with other TIF districts.

EAV Growth

Included in the TIF report is an estimate of “anticipated” Equalized Assessed Value (EAV) growth. As with the projected budgeted expenditures, the projected growth was developed in part based on the development scenarios and recommendations established within the 2009 Comprehensive Plan, as well as existing, pending, and subsequent amendments to that plan, as well as inflationary growth in

incremental property taxes over the life of the district. Market conditions and timing of projects could have an impact on the overall EAV growth.

Summary

SB Friedman found that the proposed RPA qualifies as a “conservation area,” with 75% of the primary structures within the proposed RPA at least 35 years of age or older, and four (4) of the thirteen (13) eligibility factors were found to be present to a meaningful extent and reasonably distributed within the proposed RPA.

JOINT REVIEW BOARD FINDINGS AND RECOMMENDATION

Prior to the public hearing, the TIF Act also requires that the Village hold a Joint Review Board (JRB) meeting with all affected taxing bodies. The Joint Review Board, in its advisory capacity to the Buffalo Grove Village Board, was requested to consider the report and its findings and make a determination as to whether the Redevelopment Plan and Eligibility Study meet the criteria to establish a Tax Increment Financing District as set forth in the TIF Act.

On June 20, 2023, the Village held the JRB meeting to consider the proposed TIF. The JRB includes the following agencies and one public member:

- Cook County
- Wheeling Township
- Village of Buffalo Grove
- Buffalo Grove Park District
- Indian Trails Public Library District
- Wheeling School District 21
- High School District 214
- Harper Community College District 512
- Public Member

Of the 9 members, 6 members were present. The JRB unanimously approved Joint Review Board Resolution 2023-01 recommending approval of the 2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area to the Village Board. No members from the public spoke. Minutes from the June 20, 2023 meeting are included.

STAFF RECOMMENDATION

Staff recommends that Village Board open the public hearing and take testimony regarding the proposed TIF. Once all public comments have been received, the Village Board may close the hearing. Pursuant to the TIF Act, the Village Board must wait at least 14 days from the close of the Public Hearing before introducing or taking action on the Ordinances establishing the 2023 Buffalo Grove Dundee Road TIF District. Said Ordinances are currently scheduled for consideration at the August 21, 2023 Village Board meeting. For reference purposes, the draft Ordinances are attached.

JOINT REVIEW BOARD RESOLUTION 2023 - 01

A RESOLUTION RECOMMENDING THE PROPOSED 2023 BUFFALO GROVE DUNDEE ROAD TIF DISTRICT REDEVELOPMENT PROJECT AREA TO THE BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS; APPROVAL OF ORDINANCES APPROVING THE REDEVELOPMENT PLAN; DESIGNATING THE REDEVELOPMENT PROJECT AREA; AND ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE PROJECT AREA.

WHEREAS, the Village of Buffalo Grove, Illinois is empowered to exercise the powers enumerated in the Illinois Tax Increment Allocation and Redevelopment Act as amended (65 ILCS 5/11-74 4-1 et. seq.) (the "Act"); and,

WHEREAS, the Village of Buffalo Grove proposes to adopt a Tax Increment Financing District and Redevelopment Project Area for the area generally described as follows: east-west along Dundee Road, with most parcels adjacent to two intersections Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road.

WHEREAS, on May 25, 2023, a date more than 45 days before the public hearing, more than 14 days before the Joint Review Board Meeting, and within a reasonable time after the Village of Buffalo Grove Board of Trustees accepted a Tax Increment Financing Plan and Report for review, staff of the Village of Buffalo Grove pursuant to the Act sent or caused to be sent notice of its intent to adopt a Tax Increment Financing District, along with the date of the Joint Review Board meeting, along with a copy of the proposed Redevelopment Plan and report by certified mail to the following taxing bodies: County of Cook, Wheeling Township, Wheeling Township Road, Buffalo Grove Park District, Indian Trails Public Library District, Wheeling Community Consolidated School District 21, Arlington Heights Township High School District 214, Harper Community College District 512, Forest Preserve of Cook County, Metropolitan Water Reclamation District of Greater Chicago, Northwest Mosquito Abatement District, Wheeling Township General Assistance, Cook County Consolidated Elections District, Village of Buffalo Grove; and

WHEREAS, on June 20, 2023 the members of the Joint Review Board, convened, reviewed and considered the public record, the planning documents and the proposed ordinances approving the redevelopment plan and project;

NOW, THEREFORE, BE IT RESOLVED BY THE JOINT REVIEW BOARD OF THE 2023 BUFFALO GROVE DUNDEE ROAD REDEVELOPMENT PROJECT AREA, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

SECTION 1: The above recitals are incorporated herein and made a part hereof.

SECTION 2: The Joint Review Board finds that the Proposed 2023 Buffalo Grove Dundee Road TIF District Eligibility Study and Redevelopment Plan and Project satisfies the Redevelopment Plan requirements, the eligibility criteria defined in Section 11-74.4-3 of the Act, and the objectives of the Act.

- a. More specifically, the Joint Review Board finds that the conditions in the area of study hinder the potential to redevelop the area. The proposed TIF area will benefit from a strategy that addresses the challenges of aged structures, inadequate utility infrastructure, deterioration, and excessive vacancies to facilitate the overall improvement of its physical condition.
- b. The proposed TIF area is approximately 107 acres in size satisfying the requirement of the Act that it be at least 1.5 acres.
- c. Limited private investment has occurred in the proposed TIF Area over the last five (5) years.
- d. The Redevelopment Plan conforms to and proposed land uses that are consistent with the 2009 Comprehensive Plan.
- e. No residential displacement will occur as a result of activities pursuant to this Redevelopment Plan.
- f. The proposed TIF area qualifies to be designated as a “blighted area” for vacant land and as a “conservation area”.
 - a. The first requirement is that 50% or more of the structures in the area have an age of 35 years or more. 2022 data from the Cook County Assessor indicated that 15 out of 20 (75%) of the primary structures in the proposed RPA are aged 35 years or older.
 - b. The second requirement is that three (3) or more eligibility factors must be found to be present to a meaningful extent and reasonably distributed through the area. The following four (4) eligibility factors have been found to be present to a meaningful extent and reasonably distributed throughout the proposed RPA:
 - 1. Deterioration;
 - 2. Inadequate Utilities;
 - 3. Presence of Structures below Minimum Code Standards; and
 - 4. Excessive Vacancies.

SECTION 3: The Joint Review Board recommends adoption of an Ordinance Approving the Redevelopment Plan for the Proposed 2023 Buffalo Grove Dundee Road TIF Redevelopment Project Area and Redevelopment Plan.

SECTION 4: The Joint Review Board recommends adoption of an Ordinance Designating the Proposed 2023 Dundee Road TIF Redevelopment Project Area and Redevelopment Plan Redevelopment Project Area.

SECTION 5: The Joint Review Board recommends adoption of an Ordinance Adopting Tax Increment Allocation Financing for the Proposed 2023 Buffalo Grove Dundee Road TIF Redevelopment Project Area and Redevelopment Plan.

SECTION 6: If any provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

SECTION 7: All resolutions, motions or orders in conflict with the resolution are hereby repealed to the extent of such conflict.

SECTION 8: This resolution shall effective as of the date of its adoption.

Dated this 20th day of June, 2023.

Adopted by a roll call vote as follows:

AYES: 6

NAYS: 0

ABSENT AND NOT VOTING: 3



Chairman of the Joint Review Board

PASSED: June 20, 2023

APPROVED: June 20, 2023

ATTEST: 

Taxing Body	Vote Yes	Vote No
County of Cook	_____	_____
Wheeling Township	_____	_____
Buffalo Grove Park District	X	
Indian Trails Public Library District	X	
Wheeling Community Consolidated School District 21	_____	_____
Arlington Heights Township High School District 214	X	

Harper Community College District 512	X
Village of Buffalo Grove	X
Public Member	X

**Joint Review Board Meeting
Dundee Road TIF District
June 20, 2023 – 2:00 PM
Draft Meeting Minutes
Buffalo Grove Village Hall**

The meeting was called to order at 2:00 PM by Nicole Woods, Director of Community Development for the Village of Buffalo Grove.

Mrs. Woods provided a brief review of the purpose of the meeting and outlined her role as the liaison to the Joint Review Board as part of the Buffalo Grove Dundee Road TIF District.

Mrs. Woods conducted roll call for the agencies involved in the Joint Review Board.

Representatives present include:

Chair(Village of Buffalo Grove) Chris Stilling
Public Member – Kevin Richards
Buffalo Grove Park District - Erika Strojinc, Tim Howe
Indian Trails Public Library District – Susan Beal
Arlington Heights Township High School District 214 – Mike Vargas, Alva Krustzer
Harper Community College District 512 – Rob Galick

Representatives not present include:

Cook County
Wheeling Township
Wheeling Community Consolidated School District 21

Mrs. Woods announced the public member of the Joint Review Board, Kevin Richards – a resident of the Village of Buffalo Grove.

Erika Strojinc made a motion to appoint Kevin Richards as the public member of the Joint Review Board. Chris Stilling seconded the motion.

All in favor by voice vote, no nays. Motion passes.

Mrs. Woods announced the chairperson of the Joint Review Board, Mr. Chris Stilling – Deputy Village Manager for the Village of Buffalo Grove.

Kevin Richards made a motion to appoint Mr. Chris Stilling as the chairperson for the Joint Review Board. Erika Strojinc seconded the motion.

All in favor by voice vote, no nays. Motion passes.

Chairperson Stilling turned the meeting over to the Village of Buffalo Grove Attorney, Patrick Brankin.

Mr. Brankin introduced himself to the Board and provided a background of the development of the current proposed TIF district and the purpose of the meeting. Additionally, Mr. Brankin outlined the next steps in the process.

Chairperson Stilling asked if anyone had any questions regarding the meeting and or the Joint Review Board. No questions were raised.

Chairperson Stilling explained the Public Hearing notice for the proposed TIF District. The documents and notice of the hearing was mailed via certified mail to all required taxing bodies. This public hearing will take place on July 17, 2023 at 7:30 PM.

Chairperson Stilling turned the meeting over to SB Friedman representative Geogg Dickenson to present the 2023 Buffalo Grove Dundee Road Redevelopment Project Area Eligibility Study and Redevelopment Plan and Project.

Mr. Dickenson introduced himself to the Board as the Village's TIF District consultant and provided a brief overview of the development of the plan). Mr. Dickenson took the Board through his presentation which described the purpose of a TIF, why a TIF was being considered in the proposed targeted area and how that area was identified, the impact and the properties that are being considered, and the remaining steps in the process.

Rob Galick asked about the Future Land Use Plan and how the money will be distributed.

Mr. Dickinson responded that the money distribution is up to the board's discretion.

Nicole Woods asked if any JRB members had any further comments or questions about Plan. Seeing none, she asked if any members of the public had any comments or questions regarding the TIF report.

Frank Fiartio, D214 School Board Member, asked if Buffalo Grove High School's land or the building is a part of the proposed TIF District.

Mr. Dickinson responded that both the land and the building would be apart of the TIF area.

Mr. Fiartio, asked if the Village Board wants the Buffalo Grove High School property to build new residential units and who would pay for the tuition repayment.

Mr. Dickinson responded that Schools are important to areas, and the tuition repayment would come from the Village.

Mr. Fiartio asked about a certain use within the project area and if a specific use would come to the area, specifically the vacant Bank of America Building.

Mrs. Woods responded that the specific type of use would have to comply with the Village's Zoning and Code requirements for a commercial building.

Chairperson Stilling continued the meeting by stating that the Village's TIF consultant has reviewed the TIF Report and the plan for this TIF District. He stated that the first duties of the Joint Review Board is to make Findings, in its advisory capacity, as to whether or not the TIF Report and Redevelopment Plan meet the standards of the TIF Act. He continued that the Joint Review Board is also asked to consider three ordinances: all of which are required to establish the TIF District. Action by the Joint Review Board must be taken in the form of a motion "to recommend" and should be directed to the Buffalo Grove Board of Trustees.

Kevin Richards made a motion to approve and confirm the findings set forth in the Joint Review Board Resolution 2023-01 recommending approval of the 2023 Buffalo Grove Dundee Road TIF District. Mike Vargas seconded the motion.

Chair(Village of Buffalo Grove) - Yes

Public Member – Yes

Buffalo Grove Park District - Yes

Indian Trails Public Library District – Yes

Arlington Heights Township High School District 214 – Yes

Harper Community College District 512 – Yes

All in favor by voice vote, no nays. Motion passes.

Chairperson Stilling asked if there were any further comments from the Public.

No comments were raised by the Public.

Chairperson Stilling entertained a motion to adjourn the Joint Review Board.

Kevin Richards made a motion to adjourn the Joint Review Board. Mike Vargas seconded the motion.

All in favor by voice vote.

Motion passes. The meeting adjourned at 2:31 PM.



Ordinance No. O-2023-108 : Approve an Ordinance Designating the Buffalo Grove Dundee Road TIF District Redevelopment Project Area

Recommendation of Action

Staff recommends approval.

The attached Ordinance is required once the Village Board approves the Ordinance adopting the Dundee Road TIF District. This Ordinance designates the boundary/area of the Dundee TIF District.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance Designating Dundee TIF (DOC)

Trustee Liaison
Stein

Staff Contact
Nicole Woods, Community Development

Monday, August 21, 2023

VILLAGE OF BUFFALO GROVE



DATE: August 17, 2023

TO: Dane Bragg, Village Manger

FROM: Nicole Woods, Director of Community Development

SUBJECT: Ordinance Designating the 2023 Buffalo Grove Dundee Road TIF District

BACKGROUND

The attached Ordinance is required once the Village Board approves the Ordinance adopting the Dundee Road TIF District. This Ordinance designates the boundary/area of the Dundee TIF District, as shown below.

Proposed Redevelopment Project Area (RPA) or TIF District Map



STAFF RECOMMENDATION

Staff recommends that Village Board approve the attached Ordinance designating the 2023 Buffalo Grove Dundee Road TIF District.

ORDINANCE 2023- _____

**AN ORDINANCE OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS, COOK
AND LAKE COUNTIES, ILLINOIS, DESIGNATING THE 2023 BUFFALO
GROVE DUNDEE ROAD REDEVELOPMENT PROJECT AREA OF SAID
VILLAGE A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX
INCREMENT ALLOCATION REDEVELOPMENT ACT.**

WHEREAS, it is desirable and for the best interests of the citizens of the Village of Buffalo Grove, Cook and Lake Counties, Illinois ("Buffalo Grove"), for Buffalo Grove to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (Plan and Project) within the municipal boundaries of Buffalo Grove and within a proposed redevelopment project area ("Area") described in Section 1 of this ordinance; and

WHEREAS, the Corporate Authorities have heretofore by ordinance approved the Plan and Project, which Plan and Project were identified in such ordinances and were the subject, along with the Area designation hereinafter made, of a public hearing held on July 17, 2023, and it is now necessary and desirable to designate the Area a redevelopment project area pursuant to the Act;

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. Area Designated. The Area, as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act as fully set forth in the Plan and Project. The street location (as near as is practicable) for the Area and the map of the Area are described and depicted in Exhibit A attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Invalidity of Any Section. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provisions shall not affect any of the remaining provisions of this ordinance.

Section 3. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith shall be and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect

immediately upon its passage by the Corporate Authorities and approval as provided by law.

Dated this __th day of _____ 2023.

Adopted by a roll call vote as follows:

AYES:

NAYS:

ABSENT AND NOT VOTING:

Eric Smith
Village President

PASSED: _____

APPROVED: _____

ATTEST:

Janet Sirabian
Village Clerk

Exhibit A
THE 2023 BUFFALO GROVE DUNDEE ROAD
REDEVELOPMENT PROJECT AREA

COOK COUNTY

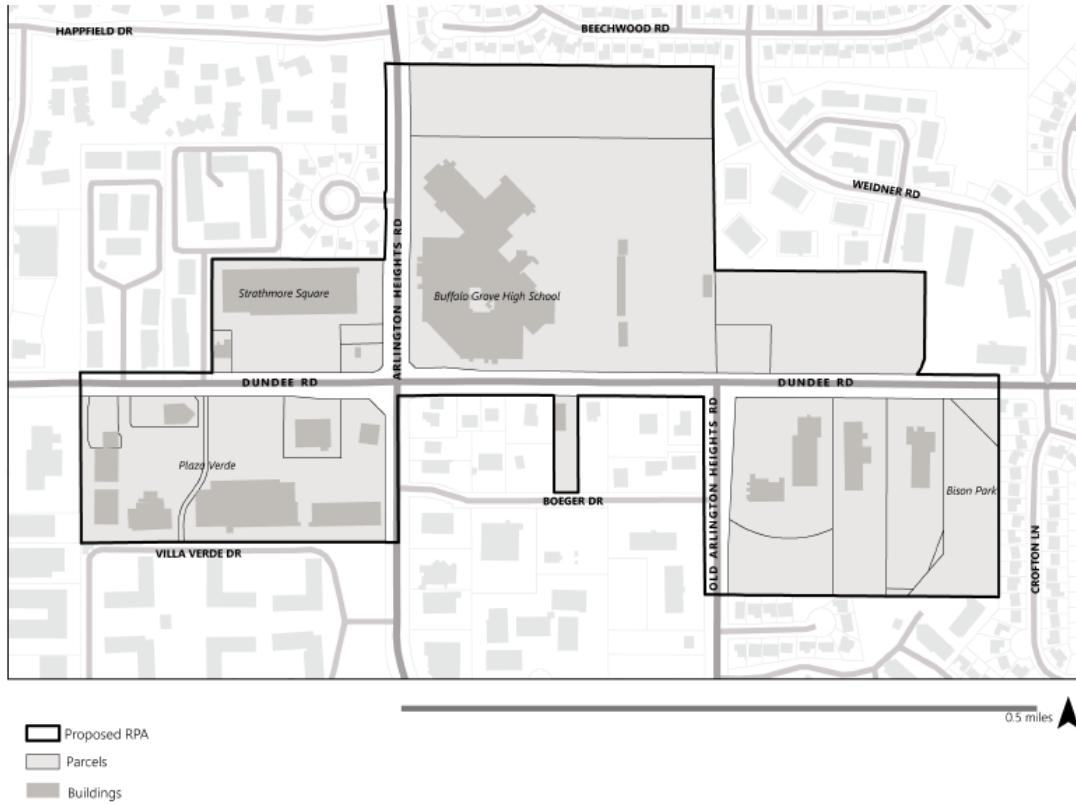
THAT PART OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DUNDEE ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE WEST LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID DUNDEE ROAD; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE EAST LINE OF THE WEST 200.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 470.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN STRATHMORE WEST SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20142938 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE WEST LINE OF ARLINGTON HEIGHTS ROAD TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19834936 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG LAST SAID SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG LAST SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF CHATHAM SUBDIVISION UNIT NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85262907 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF LAST SAID CHATHAM SUBDIVISION UNIT NO. 4 TO THE WESTERN MOST CORNER OF DELACOURTE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 98513157 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG A SOUTH LINE OF SAID DELACOURTE SUBDIVISION TO A BEND IN THE WEST LINE OF SAID DELACOURTE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID DELACOURTE SUBDIVISION TO THE SOUTHWEST CORNER OF SAID DELACOURTE SUBDIVISION BEING ALSO THE NORTH LINE OF DUNDEE ROAD; THENCE EAST ALONG THE NORTH LINE OF DUNDEE ROAD TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20937795 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID WEST 28 LINE OF MILL CREEK UNIT ONE SUBDIVISION TO THE SOUTH LINE OF GRAND SPAULDING DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23752075 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH

LINE OF SAID GRAND SPAULDING DODGE SUBDIVISION AND ALSO THE SOUTH LINE OF GRAND SPAULDING DODGE RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25344703, IN COOK COUNTY, ILLINOIS AND ALSO THE SOUTH LINE OF CRYSLER REALTY SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 88224282, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF OLD ARLINGTON HEIGHTS ROAD, BEING ALSO THE EAST LINE OF FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG LAST SAID WEST LINE OF OLD ARLINGTON HEIGHTS ROAD TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE NORTHEAST CORNER OF LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7 IN SAID FREEDOM SMALL FARMS SUBDIVISION; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE CENTERLINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH ALONG THE CENTERLINE OF ARLINGTON HEIGHTS ROAD TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BARBARA RESUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 2 IN PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 00818536, IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23237770, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7 TO THE CENTERLINE OF DUNDEE ROAD BEING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON BOUNDARY DESCRIPTION

Generally described as follows: The proposed TIF District extends east-west along Dundee Road. Most parcels in the proposed TIF District are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road.

Proposed Redevelopment Project Area (RPA) or TIF District Map





Ordinance No. O-2023-109 : Approve an Ordinance Adopting Tax Increment Allocation Financing for the Buffalo Grove Dundee Road TIF District Redevelopment Project Area

Recommendation of Action

Staff recommends approval.

The attached Ordinance is required once the Village Board approves the Ordinance adopting the Dundee Road TIF District. This Ordinance adopts Tax Increment Allocation Financing and directs the County to remit incremental taxes to the Village.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOC)

Trustee Liaison
Stein

Staff Contact
Nicole Woods, Community Development

Monday, August 21, 2023

VILLAGE OF BUFFALO GROVE



DATE: August 17, 2023

TO: Dane Bragg, Village Manger

FROM: Nicole Woods, Director of Community Development

SUBJECT: Ordinance Adopting Tax Increment Allocation Financing for the 2023 Buffalo Grove Dundee Road TIF District

BACKGROUND

The attached Ordinance is required once the Village Board approves the Ordinance adopting the Dundee Road TIF District. This Ordinance adopts Tax Increment Allocation Financing and directs the County to remit incremental taxes to the Village.

STAFF RECOMMENDATION

Staff recommends that Village Board approve the attached Ordinance adopting Tax Increment Allocation Financing for the 2023 Buffalo Grove Dundee Road TIF District.

ORDINANCE 2023-_____

**AN ORDINANCE OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE
COUNTIES, ILLINOIS, ADOPTING TAX INCREMENT ALLOCATION
FINANCING FOR THE FOR THE BUFFALO GROVE DUNDEE ROAD
REDEVELOPMENT PROJECT AREA**

WHEREAS, it is desirable and for the best interests of the citizens of Buffalo Grove, Cook and Lake Counties, Illinois ("Buffalo Grove") for Buffalo Grove to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended ("Act"); and

WHEREAS, Buffalo Grove has heretofore approved a redevelopment plan and project (Plan and Project) as required by the Act by passage of an ordinance and has heretofore designated a redevelopment project area (Area) as required by the Act by the passage of an ordinance and has otherwise complied with all other conditions precedent required by the Act;

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. Tax Increment Financing Adopted. Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the Area as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area and the Area are described and depicted in Exhibit A attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Allocation of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9 (c) of the Act each year after the effective date of this ordinance until the Project costs and obligation issued in respect thereto have been paid shall be divided as follow:

- a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value of the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

- b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Area over and above the initial equalizes assessed value of each property in the Area shall be allocated to and when collected shall be paid to the municipal treasurer, who shall deposit said taxes into a special fund, hereby created, and designated the "2023 Buffalo Grove Dundee Road Redevelopment Project Area Special Tax Allocation Fund" of Buffalo Grove and such taxes shall be used for the purpose of paying Project costs and obligation incurred in the payment thereof.

Section 3. Invalidity of Any Section. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provisions shall not affect any of the remaining provisions of this ordinance.

Section 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith shall be and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Dated this ____ day of _____, 2023.

Adopted by a roll call vote as follows:

AYES:

NAYS:

ABSENT AND NOT VOTING:

Eric Smith
Village President

PASSED: _____

APPROVED: _____

ATTEST:

Janet Sirabian
Village Clerk

Exhibit A
THE 2023 BUFFALO GROVE DUNDEE ROAD
REDEVELOPMENT PROJECT AREA

COOK COUNTY

THAT PART OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DUNDEE ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE WEST LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID DUNDEE ROAD; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE EAST LINE OF THE WEST 200.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 470.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN STRATHMORE WEST SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20142938 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE WEST LINE OF ARLINGTON HEIGHTS ROAD TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19834936 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG LAST SAID SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG LAST SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF CHATHAM SUBDIVISION UNIT NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85262907 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF LAST SAID CHATHAM SUBDIVISION UNIT NO. 4 TO THE WESTERN MOST CORNER OF DELACOURTE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 98513157 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG A SOUTH LINE OF SAID DELACOURTE SUBDIVISION TO A BEND IN THE WEST LINE OF SAID DELACOURTE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID DELACOURTE SUBDIVISION TO THE SOUTHWEST CORNER OF SAID DELACOURTE SUBDIVISION BEING ALSO THE NORTH LINE OF DUNDEE ROAD; THENCE EAST ALONG THE NORTH LINE OF DUNDEE ROAD TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20937795 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID WEST 28 LINE OF MILL CREEK UNIT ONE SUBDIVISION TO THE SOUTH LINE OF GRAND SPAULDING DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23752075 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH

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COMMON BOUNDARY DESCRIPTION

Generally described as follows: The proposed TIF District extends east-west along Dundee Road. Most parcels in the proposed TIF District are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road.

Proposed Redevelopment Project Area (RPA) or TIF District Map

