



**Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
January 2, 2024 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

3. Approval of Warrant

- A. Approval of Warrant #1363 (Trustee Bocek) (Staff Contact: Chris Black)

4. Village President's Report

5. Village Manager's Report

- A. Introduction of Officer David Olague (Frank Cesario) (Staff Contact: Brian Budds)
B. Oath Presentation of Police Department's New Commanders (Trustee Stein, Frank Cesario) (Staff Contact: Brian Budds)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- A. Authorization to Waive Bids and Seek Proposals (Trustee Bocek) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff requests authorization to waive bids and seek competitive proposals or negotiate for services as further detailed in the attached memo.

- B. O-2024-1 Certificate of Initial Acceptance and Approval: Link Crossing Phase 2 Development Improvements (Trustee Stein) (Staff Contact: Kyle Johnson)

SUMMARY: Attached is the Certificate of Initial Acceptance for the Phase 2 of the Link Crossing development located at Olive Hill Drive and Brandywyn Lane. Staff recommends approval to begin the one year maintenance period on January 2, 2024.

- C. O-2024-2 Approve an Amendment to the Special Use for K1 Speed, Inc to Transfer the Food and Beverage Service Operations to a Separate Entity at 301 Hastings Drive. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

SUMMARY: K1 Speed, Inc. at 301 Hastings, is requesting to amend their Special Use to transfer the food and beverage service operations to Paddock Lounge, LLC, The requested amendment will not change any other aspect of the business operations.

- D. O-2024-3 Ordinance Amending Chapter 5.04 Pertaining to Business Licenses (Trustee Weidenfeld) (Staff Contact: Chris Stilling)
- Summary: Staff is proposing an amendment to Chapter 5.04 pertaining to the definition of Hotel/Motel Establishments. The proposed amendment clarifies the need for certain kitchen facilities for long-term stays in excess of 30 days.
- E. R-2024-1 Resolution Authorizing Assignment and Assumption of Annexation Agreement at 22771-22825 N Prairie Rd (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- SUMMARY: The Village Board recently approved an Annexation Agreement for the Prairie Pointe Townhomes at 22771-22825 N. Prairie Road. The developer has recently purchased the property and is seeking an Assignment and Assumption of the Annexation Agreement to their new entity name.

9. Ordinances and Resolutions

- A. O-2024-4 Ordinance Amending the Village of Buffalo Grove's Code of Ordinances Chapter 10.25 Regulation of Unscheduled Bus Stops (President Smith) (Staff Contact: Dane Bragg)

10. Unfinished Business

11. New Business

12. Public Comment

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

13. Executive Session

- A. Executive Session- Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees. (President Smith) (Staff Contact: Dane Bragg)
- B. Executive Session - Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, When an Action Against, Affecting or on Behalf of the Particular Public Body Has Been Filed and is Pending Before a Court or Administrative Tribunal, or When the Public Body Finds that an Action is Probable or Imminent, in Which Case the Basis for the Finding Shall be Recorded and Entered into the Minutes of the Closed Meeting. (President Smith) (Staff Contact: Dane Bragg)

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.

**Action Item : Approval of Warrant #1363****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1363- \$9,204,772.56.

ATTACHMENTS:

- 1363 Warrant Summary (PDF)

Trustee Liaison
Bocek

Staff Contact
Chris Black, Finance

Tuesday, January 2, 2024	
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VILLAGE OF BUFFALO GROVE WARRANT #1363
2-Jan-24

General Fund:	313,101.02
Parking Lot Fund:	339.92
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	3,538,813.29
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	6,000.00
Capital Projects-Facilities:	1,460,786.90
Capital Projects-Vehicles/Equipment:	403,982.95
Capital Projects-Streets:	144,153.08
Retiree Health Savings (RHS):	0.00
Water Fund:	714,743.81
Buffalo Grove Golf Fund:	29,687.57
Arboretum Golf Fund:	13,429.42
Refuse Service Fund:	53,480.24
Information Technology Internal Service Fund:	208,771.98
Central Garage Internal Service Fund:	106,729.77
Building Maintenance Internal Service Fund:	97,737.19
	<u>7,091,757.14</u>
PAYROLL PERIOD ENDING 12/03/2023	1,080,204.98
PAYROLL PERIOD ENDING 12/17/2023	<u>1,032,810.44</u>
	2,113,015.42
TOTAL WARRANT #1363	<u><u>9,204,772.56</u></u>

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

 Village Clerk

 Village President

Attachment: 1363 Warrant Summary (Approval of Warrant #1363)



Information Item : Introduction of Officer David Olague

Recommendation of Action

Staff recommends presentation.

Chief Brian J. Budds will be introducing the Police Department's newest officer, Officer David Olague.

Trustee Liaison
Chairman Cesario

Staff Contact
Brian Budds, Police

Tuesday, January 2, 2024	
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Information Item : Oath Presentation of Police Department's New Commanders

Recommendation of Action

Staff recommends presentation.

The Oaths of Office will be delivered by Police Chief Brian Budds to the Police Department's three new Commanders, Thomas Nugent, Tara Anderson, and Anthony Turano.

Trustee Liaison

Stein, Chairman Cesario

Staff Contact

Brian Budds, Police

Tuesday, January 2, 2024	
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Action Item : Authorization to Waive Bids and Seek Proposals

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests authorization to waive bids and seek competitive proposals or negotiate for services as further detailed in the attached memo.

ATTACHMENTS:

- Auth to waive bids Memo-Various (DOCX)

Trustee Liaison
Bocek

Staff Contact
Tom C. Wisniewski, Village Board

Tuesday, January 2, 2024	
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**VILLAGE OF
BUFFALO GROVE**

DATE: December 22, 2023

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Purchasing Manager

RE: Authorization to Waive Bids and Seek Proposals/Negotiate

Staff seeks authorization to waive bids and negotiate for Street Light Maintenance Services. Staff recommends utilizing this opportunity to simplify the contract which will result in more efficient management.

Staff seeks authorization to waive bids and negotiate/release an RFP for Ambulance Billing Services. The last time this service was sought was in 2016. The current contract is outdated, and staff believes this is in the best interest of the village to restructure the agreement to better align with current practices.

Attachment: Auth to waive bids Memo-Various (Authorization to Waive Bids and Seek Proposals)



Ordinance No. O-2024-1 : Certificate of Initial Acceptance and Approval: Link Crossing Phase 2 Development Improvements

Recommendation of Action

Staff recommends approval to begin the one year maintenance period for the completed phase of development.

SUMMARY: Attached is the Certificate of Initial Acceptance for the Phase 2 of the Link Crossing development located at Olive Hill Drive and Brandywyn Lane. Staff recommends approval to begin the one year maintenance period on January 2, 2024.

ATTACHMENTS:

- CIA Memo_Link Phase 2_12-19-2023 (DOCX)
- CIA_Link Phase 2_12-19-2023(DOCX)
- ORD CIA_Link 2_12-19-2023 (DOCX)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Tuesday, January 2, 2024

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 19, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Deputy Director of Public Works/Village Engineer
SUBJECT: Link Crossing Phase 2 - Certificate of Initial Acceptance

The Developer of Link Crossing Phase 2, located at Olive Hill Drive and Brandywyn Lane, has completed the required improvements and is recommended to be moved to the one-year maintenance period beginning January 2, 2024.

Phase 2 includes the entire area east of the creek north of Phases 1A & 1B which consists of the 3 northern most cul-de-sacs and the portion of Olive Hill Drive adjacent to these three cul-de-sacs.

Staff recommends approval of the Certificate of Initial Acceptance for the Development for Phase 2.

VILLAGE OF BUFFALO GROVE
CERTIFICATE OF INITIAL ACCEPTANCE AND APPROVAL

SUBDIVISION Link Crossing DEVELOPER K. Hovnanian Homes

UNIT NO. Units 2 LOCATION Olive Hill and Brandywyn Lane

Dedicated Public Right of Way (if any): _____

Description of Public Improvements: Road and right-of-ways, parkways, sidewalk and bike path, Sanitary sewer, storm sewer & water main for collection and distribution.

Description of Private Improvements: Parking areas within culdesacs, common property for home owner's association, water/sanitary/storm service connections, Storm sewer system with detention basins.

One-Year Maintenance Guarantee: Letter of Credit

DESIGN ENGINEER'S CERTIFICATION

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

Engineer's Signature & Seal



OWNER'S/DEVELOPER'S CERTIFICATION

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

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

Owner's Signature

Owner's Name

Company Name

MUNICIPAL INSPECTOR'S CERTIFICATION

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

Municipal Inspector

Date

VILLAGE ENGINEER'S CERTIFICATION

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

Village Engineer

Date

PUBLIC WORK DIRECTOR'S CERTIFICATION

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

VILLAGE MANAGER'S CERTIFICATION

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

Village Manager

Date

ACCEPTANCE OF PUBLIC IMPROVEMENTS

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

Village Board of Trustees Meeting Date: _____

Village President

Date

ORDINANCE 2024-_____

AN ORDINANCE AUTHORIZING EXECUTION OF THE CERTIFICATE OF INITIAL ACCEPTANCE FOR PHASE 2 OF THE LINK CROSSING DEVELOPMENT IN THE VILLAGE OF BUFFALO GROVE

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

WHEREAS, the Village seeks to execute a Certificate of Initial Acceptance with K. Hovnanian Homes for Phase 2 of the Link Crossing development located at Olive Hill Drive and Brandywyn Lane in the Village of Buffalo Grove,

WHEREAS, upon execution of this ordinance, K. Hovnanian Homes will enter the required one-year maintenance guarantee,

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

SECTION 2. The Village President is authorized to execute the Certificate of Initial Acceptance with K. Hovnanian Homes for the Phase 2 of the Link Crossing Development located at Olive Hill Drive and Brandywyn Lane in the Village of Buffalo Grove.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2024
 APPROVED: _____, 2024

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: ORD CIA_Link 2_12-19-2023 (O-2024-1 : Initial Acceptance of Phase 2 Link Crossing Development Improvements)



Ordinance No. O-2024-2 : Approve an Amendment to the Special Use for K1 Speed, Inc to Transfer the Food and Beverage Service Operations to a Separate Entity at 301 Hastings Drive.

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance. Staff concurs with this recommendation.

SUMMARY: K1 Speed, Inc. at 301 Hastings, is requesting to amend their Special Use to transfer the food and beverage service operations to Paddock Lounge, LLC, The requested amendment will not change any other aspect of the business operations.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. Draft PZC Minutes - December 6, 2023 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Tuesday, January 2, 2024

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: January 2, 2024

TO: Dane Bragg, Village Manager

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

SUBJECT: Approve an Amendment to the Special Use approved by Ordinance No. 2013-25, for K1 Speed, Inc to transfer the food and beverage service operations to a separate entity at 301 Hastings Drive.

PROJECT BACKGROUND

K1 Speed, Inc. is requesting to amend their Special Use approved by Ordinance No. 2013-25. The request is specifically to transfer the food and beverage service operations to Paddock Lounge, LLC, which will operate out of the same building at 301 Hastings Drive. The original Special Use allowed K1 Speed, Inc. to operate an indoor kart racing recreation facility and specified that K1 Speed, Inc. would be the operator and the entity responsible for food and beverage services. The requested amendment will not change any of the business operations, only the food and beverage service provider.



Figure 1: Subject Property

PLANNING & ZONING ANALYSIS

Operations and Use

- K1 Speed is a nationwide business that offers indoor electric go-kart racing with accessory uses such as a pro shop, coin-operated amusement devices, pool tables, and food and beverage sales. The business also offers space for group outings and corporate events.
- The restaurant takes up 7% of the floor space in the K1 Speed facility.
- The proposed amendment to the Special Use would allow Paddock Lounge, LLC to provide all food and beverage services as long as K1 Speed is operating from the subject property. Paddock Lounge provides food and beverage services at K1's other locations nationwide.
- There will be no changes to K1 Speed's business, restaurant operations, floor plan, or business hours. Paddock Lounge LLC, will employ all restaurant staff.

PUBLIC HEARING COMMENTS

There were no comments from the public.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of an amendment to Ordinance No. 2013-25, to transfer the food and beverage service operations to Paddock Lounge, LLC, within the existing building located at 301 Hastings Drive, subject to the following conditions:

1. Section 2 of Ordinance 2013-25 is hereby amended as follows:
 - F. The special use is granted to K1 Speed, Inc., however the food and beverage services may be transferred for operational purposes to Paddock Lounge LLC, as long as K1 Speed, Inc. maintains control over the main indoor karting center business. This special use does not run with the land.
2. All references, conditions, and obligations to the Property in Ordinance 2013-25, not otherwise amended by this amendment, shall remain in full force and effect.

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance amending the Special Use approved by Ordinance No. 2013-25, to transfer the food and beverage service operations to Paddock Lounge, LLC, within the existing building located at 301 Hastings Drive.

ORDINANCE NO. 2023 - ____

**AN ORDINANCE APPROVING AN AMENDMENT TO THE
SPECIAL USE APPROVED BY ORDINANCE NO. 2013-25
FOR K1 SPEED INC TO TRANSFER THE
FOOD AND BEVERAGE SERVICE OPERATIONS
TO PADDOCK LOUNGE, LLC**

**VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**K1 Speed, Inc
301 Hastings Drive
Chevy Chase Business Park West**

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

WHEREAS, the real property legally described in EXHIBIT A ("Property") attached hereto is zoned in the Industrial District; and,

WHEREAS, Chevy Chase Business Park Limited Partnership is the owner of the Property; and,

WHEREAS, on May 6, 2013, the Village Board approved Ordinance No. 2013-25, granting a Special Use for a recreational facility for electric kart racing and accessory food and beverage services and amusement activities on the Property; and,

WHEREAS, K1 Speed, Inc is requesting an amendment to Ordinance No. 2013-25, to transfer the food and beverage service operations to Paddock Lounge, LLC within the existing building located at 301 Hastings Drive; and,

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on December 6, 2023 to consider the petition for the Special Use amendment; and,

WHEREAS, the Planning & Zoning Commission made findings and determined that the petition meets the criteria for a Special Use 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 an amendment to the Special Use approved by Ordinance No. 2013-25, to transfer the food and beverage service operations to Paddock Lounge, LLC, within the existing building located at 301 Hastings Drive, subject to the conditions outlined in Section 2 below; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Special Use amendment is a reasonable request and will serve the best interests of the Village.

Attachment: Ordinance (O-2024-2 : Approve an Amendment to the Special Use Ordinance for K1 Speed at 301 Hastings Dr)

WHEREAS, the proposed Special Use 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 December 6, 2023 Planning & Zoning Commission

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 amend Village Ordinance No. 2013-25 by amending Section 2 thereof to read as follows:

- F. The Special Use is granted to K1 Speed, Inc., however the food and beverage services may be transferred for operational purposes to Paddock Lounge LLC, as long as K1 Speed, Inc. maintains control over the main indoor karting center business. This Special Use does not run with the land.

Section 3. All references, conditions, and obligations to the Property in Ordinance 2013-25, not otherwise amended by this Ordinance, shall remain in full force and effect.

Section 4. This Ordinance shall be in full force and effect upon passage.

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST: _____ APPROVED: _____

Village Clerk Eric Smith, Village President

Attachment: Ordinance (O-2024-2 : Approve an Amendment to the Special Use Ordinance for K1 Speed at 301 Hastings Dr)

EXHIBIT A
Legal Description

K1 Speed, Inc
301 Hastings Drive
Chevy Chase Business Park West

SUBJECT PROPERTY LEGAL DESCRIPTION: LOT 4 IN CHEVY CHASE BUSINESS PARK WEST RESUBDIVISION BEING PART OF COLUMBIAN GARDENS UNIT NO. 4, IN PART OF THE SOUTHEAST QUARTER AND THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CHEVY CHASE BUSINESS PARK RESUBDIVISION, RECORDED APRIL 13, 1989 AS DOCUMENT NO. 2793188 IN LAKE COUNTY, ILLINOIS.

PINS: 15-34-315-017

EXHIBIT B
Plan Set

K1 Speed, Inc
301 Hastings Drive
Chevy Chase Business Park West

EXHIBIT C

Draft Minutes from the December 6, 2023 Planning & Zoning Commission

**K1 Speed, Inc
301 Hastings Drive
Chevy Chase Business Park West**

Attachment: Ordinance (O-2024-2 : Approve an Amendment to the Special Use Ordinance for K1 Speed at 301 Hastings Dr)

PROPOSED SPECIAL USE PERMIT AMENDMENT

PROPOSAL TO AMEND ORDINANCE 2013-25 – REVISE CONDITION F TO ALLOW OPERATION OF THE INTERNAL RESTAURANT TO BE A SEPARATE LEGAL ENTITY (PADDOCK LOUNGE LLC).

PROJECT DESCRIPTION

The proposed project involves an amendment to the Village of Buffalo Grove Ordinance No. 2013-25, which was approved by the Buffalo Grove President and Board of Trustees on May 6, 2013. This ordinance approved a Special Use Permit for an indoor kart racing recreation facility, including food and beverage sales, within the existing building located at 301 Hastings Drive, in Buffalo Grove.

Condition F of Ordinance 2013-25 states as follows:

F. The special use is granted to K1 Speed, Inc. and does not run with the land.

K1 Speed Inc. is requesting that this condition be revised to read:

F. The special use is granted to K1 Speed, Inc., however the food and beverage services may be transferred for operational purposes to Paddock Lounge LLC, as long as K1 Speed, Inc. maintains control over the main indoor karting center business. This special use does not run with the land.

The above proposed re-wording of Condition F will not affect the appearance, functioning, scale, business operations or management of the existing K1 Speed center. The only change proposed is that K1 Speed, Inc. requests the opportunity to hire a separate company to operate the restaurant presently existing within the center. The restaurant is only a small fraction of the floor space (7%) of the K1 Speed center. There will be no noticeable change in the center or the restaurant operations. No change to the floor plan will result. No change in business hours will result. The new entity is Paddock Lounge LLC, which is the same company that operates all of the K1 Speed restaurants throughout the country. One minor change - the restaurant staff will be employees of Paddock Lounge LLC, rather than K1 Speed, Inc.

VILLAGE OF BUFFALO GROVE



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

SPECIAL USE STANDARDS

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

Response: The proposed project only involves a change in the entity operating the restaurant presently existing within the K1 Speed center. The restaurant is only a small fraction of the floor space of our K1 Speed center. There will be no noticeable change in the center or the restaurant operations. With the exception of the restaurant entity change, no change to the existing Special Use Permit is proposed.

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: No change to the location, nature or intensity of the K1 Speed or the internal restaurant operations will result from the requested Special Use Permit Amendment request.

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: No perceptible change to the operations of the K1 Speed will result from the requested Special Use Permit Amendment request. The use will continue to be non-injurious to the use and enjoyment of other properties in the area. The change will have no impact on property values in 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;

Response: No change to the location, size or other aspect of the structures on the property will take place. The Amendment will not impede, substantially hinder or discourage the development and use of adjacent land and buildings.

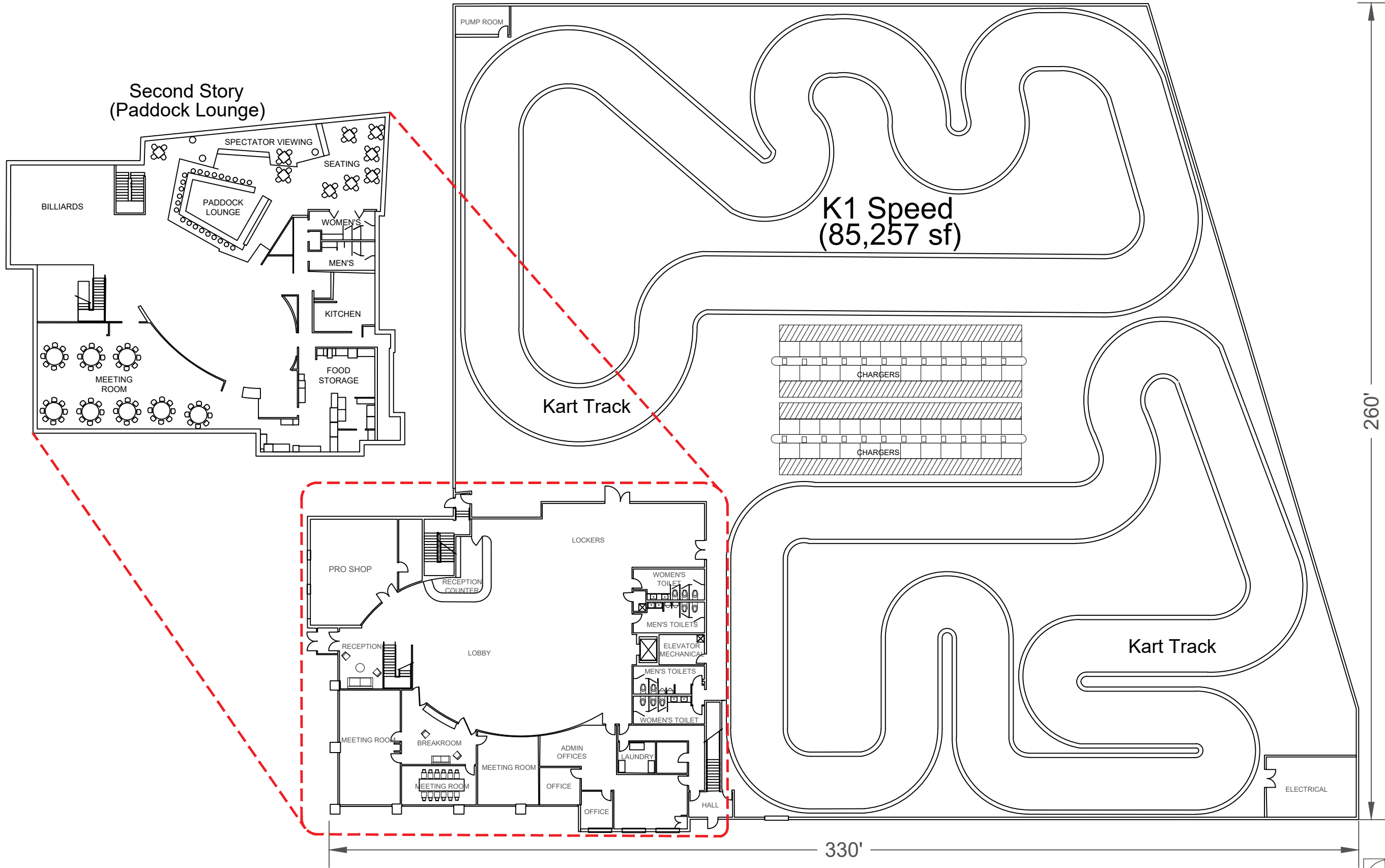
5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

Response: Adequate utilities, driveways, drainage and facilities will continue to be provided to the subject property. The special use permit amendment will have no effect at all on utilities and other public facilities.

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: No change to the onsite parking and entrances or exits to driveways will result from the proposed amendment. No additional traffic or increased congestion will result.

Floor Plan - K1 Speed



4/30/2013

ORDINANCE NO. 2013 – 25

**AN ORDINANCE APPROVING A
SPECIAL USE IN THE INDUSTRIAL DISTRICT
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**K1 Speed, Inc.
301 Hastings Drive
Chevy Chase Business Park West**

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

WHEREAS, the real property legally described in EXHIBIT A ("Property") attached hereto is zoned in the Industrial District; and,

WHEREAS, Chevy Chase Business Park Limited Partnership is the owner of the Property; and,

WHEREAS, the Village approved Ordinance No. 2003–26 granting a special use to Chicago Indoor Racing LLC to operate a recreation facility for indoor kart racing at the Property; and,

WHEREAS, Chicago Indoor Racing LLC has ceased operation of the recreation facility at the Property; and,

WHEREAS, K1 Speed, Inc. (hereinafter referred to as the "Petitioner") has assumed the operations at 301 Hastings Drive previously conducted by Chicago Indoor Racing LLC for the purpose of operating a facility for indoor kart racing and accessory uses, including a pro shop, food and beverage sales, coin-operated amusement devices and pool tables, in accordance with the terms set forth in this Ordinance; and,

WHEREAS, the Petitioner has represented that the proposed use by K1 Speed, Inc. will be substantially similar to the recreation facility previously operated by Chicago Indoor Racing LLC in the building on the Property, except that racing karts will be electric, not gas-powered; and,

WHEREAS, said recreational facility proposed by the Petitioner requires approval as a special use in the Industrial District; and,

WHEREAS, the proposed facility would be developed and operated in accordance with and pursuant to the following exhibits:

EXHIBIT A	Legal Description
EXHIBIT B	Petitioner's Acceptance and Agreement concerning special use
EXHIBIT C	Letter dated March 25, 2013 from David Danglard, K1 Speed, Inc.

WHEREAS, notice of the public hearing concerning the petition for approval of the Special Use for K1 Speed, Inc. to operate a facility for indoor electric kart racing and accessory retail and entertainment uses on the Property was given and the public hearing was held by the Corporate Authorities; and

WHEREAS, the Village President and Board of Trustees after due and careful consideration have concluded that the development of the Property on the terms and conditions herein set forth would enable the Village to control development of the area and would 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. This Ordinance is made pursuant to and in accordance with the Village's Zoning Ordinance, Development 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 a special use for operation of an indoor electric kart racing facility and accessory retail and entertainment uses, including a pro shop, food and beverage sales, coin-operated amusement devices and pool tables pursuant to the requirements of this Ordinance for the Property legally described in Exhibit A attached hereto, subject to the following conditions:

- A. The facility shall be used for an indoor electric kart racing facility and accessory retail and entertainment uses as represented in Exhibit C hereto presented by the Petitioner.
- B. The Petitioner shall have a management plan for the facility establishing protocols to ensure the safe handling and operation of electric karts by employees and customers on the Property. Said management plan is subject to Village review and approval, and shall be submitted to the Village prior to issuance of a certificate of occupancy.
- C. The hours of operation of the facility shall be:
 - Monday-Wednesday: 8:30 AM to 10:00 PM
 - Thursday: 8:30 AM to 11:00 PM
 - Friday-Saturday: 8:30 AM to 12:00 AM
 - Sunday: 8:30 AM to 10:00 PM
- D. No live entertainment shall be conducted on the Property without the prior express written approval by the Village.
- E. The facility shall be allowed to operate a maximum of thirty-six (36) coin-operated amusement devices in accordance with the applicable requirements of Chapter 5.12 of the Buffalo Grove Municipal Code. The installation of all said amusement devices is subject to Village review and issuance of permits and licenses.
- F. The special use is granted to K1 Speed, Inc. and does not run with the land.
- G. The special use granted to K1 Speed, Inc. is assignable to subsequent petitioners, seeking assignment of this special use as follows:
 - 1. Upon application of a petitioner seeking assignment of this special use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - 2. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any

reason.

- H. The Petitioner shall submit the executed Petitioner's Acceptance and Agreement attached hereto and incorporated herein as Exhibit B to the Village within fourteen (14) days of approval of this Ordinance.
- I. Exterior building appearance and signs on the Property are not approved by this Ordinance. Building appearance is subject to review pursuant to the Village Appearance Plan, and signs are subject to the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code). No exterior building modifications shall be made, nor shall signs be installed prior to Village approval, and issuance of permits.

Section 3. This Ordinance shall be in full force and effect upon the submittal of the executed Petitioner's Acceptance and Agreement as set forth in Section 2.H. of this Ordinance. This Ordinance shall not be codified.

AYES: 5 – Trilling, Sussman, Terson, Stein, Ottenheimer

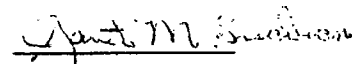
NAYS: 0 – None

ABSENT: 1 – Berman

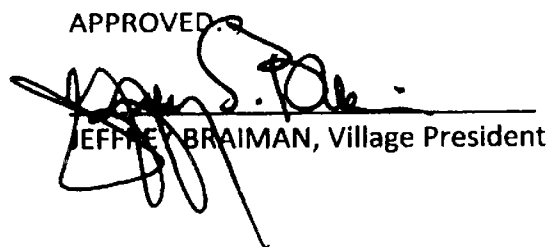
PASSED: May 6, 2013

APPROVED: May 6, 2013

ATTEST:


Village Clerk

APPROVED:


JEFFREY BRAIMAN, Village President

This document was prepared by:
Robert E. Pfeil, Village Planner
Village of Buffalo Grove, IL

Mail to:

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

EXHIBIT A**Legal Description**

**K1 Speed, Inc.
301 Hastings Drive
Chevy Chase Business Park West**

SUBJECT PROPERTY LEGAL DESCRIPTION: Lot 4 in Chevy Chase Business Park West Resubdivision being part of Columbian Gardens Unit No. 4, in part of the southeast quarter and the east one-half of the southwest quarter of Section 34, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat of said Chevy Chase Business Park Resubdivision, recorded April 13, 1989 as Document No. 2793188 in Lake County, Illinois.

SUBJECT PROPERTY COMMON DESCRIPTION: 301 Hastings Drive, Buffalo Grove, IL

PINS: 15-34-315-017 & 15-34-315-019

EXHIBIT B

**K1 Speed
301 Hastings Drive
Chevy Chase Business Park West**

Petitioner Acceptance and Agreement concerning special use ordinance

K1 Speed, Inc., acknowledges that it has read and understands all of the terms and provisions of Buffalo Grove Ordinance No. 2013-25 pertaining to the special use, and does hereby accept and agree to abide by and be bound by each of the terms, conditions and limitations of said Ordinance.

K1 Speed, Inc.

By: _____

Name (print): _____

Title: _____

The undersigned Owner acknowledges that it has read and understands all of the terms and provisions of said Buffalo Grove Ordinance No. 2013-25.

Owner: Chevy Chase Business Park Limited Partnership

By: _____

Name (print): _____

Title: _____

Exhibit C**INDOOR KART RACING**

March 25, 2013

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

To Whom It May Concern:

Founded in 2003, K1 Speed is the premier karting company in America with 14 locations nationwide. With kart racing centers in San Diego, Los Angeles, Santa Clara, Seattle, the Inland Empire, Fort Lauderdale, Sacramento, Austin, Houston, San Antonio and Phoenix, and several more facilities planned for the near future, K1 Speed brings the thrill and excitement of indoor karting to a large audience. Offering highly-advanced and environmentally-friendly electric karts as well as large indoor entertainment venues that feature authentic racing memorabilia, pit cafes, meeting rooms and pool tables, K1 Speed is a great place to visit with family and friends or to host a corporate event or party.

K1 Speed is buying the assets of Chicago Indoor Racing. Management and employees will remain the same. The operation will be run the same way, there are no changes planned.

There are no chemicals used in our operation. We will be using electric karts so there will be no gasoline stored on the premises.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Danglard".

David Danglard
CEO
K1 Speed, Inc.
K1 Speed-Illinois, Inc.

K1SPEED.com
17221 Von Karman Ave., Irvine, CA 92614
Phone: (949) 250-0242 Fax: (949) 335-9011
LOCATIONS NATIONWIDE

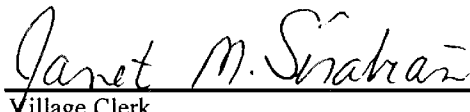
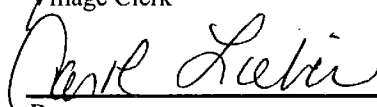
Attachment: Exhibit B. Plan Set (O-2024-2 : Approve an Amendment to the Special Use Ordinance for K1 Speed at 301 Hastings Dr)

STATE OF ILLINOIS) ss.
COUNTY OF COOK)

CERTIFICATE

I, Janet M. Sirabian, certify that I am the duly elected and acting Village Clerk of the Village of Buffalo Grove, Cook and Lake Counties, Illinois. I further certify that on May 6, 2013, the Corporate Authorities of the Village passed and approved Ordinance No. 2013-25, AN ORDINANCE APPROVING A SPECIAL USE IN THE INDUSTRIAL DISTRICT, VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, a copy of such Ordinance was posted in and at the Village Hall, commencing on May 7, 2013 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the Office of Village Clerk.

Dated at Buffalo Grove, Illinois, this 7th day of
May, 2013.


Village Clerk

By

12/6/2023

**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, DECEMBER 6, 2023**

Call to Order

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

Public Hearings/Items For Consideration

1. Consider an Amendment to Special Use Ordinance No. 2013-25, Which Approved a Special Use to Allow K1 Speed, Inc. to Operate an Indoor Kart Racing Recreation Facility, Including Food and Beverage Sales, to Modify the Ordinance to Transfer the Food and Beverage Service Operations to a Separate Entity Within the Existing Building Located at 301 Hastings Drive (Trustee Weidenfeld) (Staff Contact: Andrew Binder)

Petitioner was sworn in.

Drew Percival, K1 Director of Operations

Andrew Binder, Associate Planner, provided a background on the subject property and the request.

The petitioner, Drew Percival, Director of Operations, stated nothing will be changing except the new provider of K1's food and alcohol services, Paddock Lounge. Percival welcomed any questions.

Com. Richards asked about the relationship status between Paddock Lounge and K1 LLC. Percival said they are technically separate entities but noted that the relationship between Paddock Lounge and K1 LLC is well established and has been very successful in other locations nationally.

Com. Davis asked if the new vendor would impact the existing employees. Percival stated the change would not impact current employees and they would continue to get the same benefits and pay.

Com. Moodhe asked why this change couldn't be handled administratively by staff. Village Attorney Brankin stated that the Code does not allow the special use ordinance to be changed administratively. He said the text of the ordinance is specific to the operator, and there is no administrative process to change the special use.

Chairman Weinstein asked if there is any overlapping with staff working in different areas. Percival said the areas are separated, and they might cross paths slightly, when walking to a specific location, but nothing major.

Percival added that they have experience with vendor changes and have dealt with this type of change in 2013 at the Buffalo Grove location. They are not concerned and don't feel it will cause any issues.

Commissioners Au and Worlikar arrived at 7:36pm.

The public hearing closed at 7:41 PM.

Com. Richards made a motion for a positive recommendation to the Village Board to allow an amendment to Ordinance No. 2013-25, to modify the ordinance to transfer the

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food and beverage service operations to Paddock Lounge, LLC, within the existing building located at 301 Hastings Drive, subject to the following conditions:

1. *Section 2 of Ordinance 2013-25 is hereby amended as follows:*
 - F. *The special use is granted to K1 Speed, Inc., however the food and beverage services may be transferred for operational purposes to Paddock Lounge LLC, as long as K1 Speed, Inc. maintains control over the main indoor karting center business. This special use does not run with the land.*
2. *All references, conditions, and obligations to the Property in Ordinance 2013-25, not otherwise amended by this amendment, shall remain in full force and effect.*

Com. Moodhe seconded the motion.

Chairman Weinstein spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Weinstein, Au, Richards, Worlikar, Davis, Saxena
ABSENT:	Marc Spunt

2. Consideration of a Petition to the Village of Buffalo Grove for Approval of a Plat of Consolidation, a Zoning Map Amendment, a Preliminary Plan, an Amendment to the Special Use Approved by Ordinance No. 2017-035, and Variations from R-E District Requirements Related to Building Setbacks and Building Height, to Accommodate Proposed Building Additions on the Properties Located at 1231 Weiland Road and 1351 Abbot Court (Trustee Weidenfeld) (Staff Contact: Kelly Purvis)

Kelly Purvis, Deputy Community Development Director, presented the background on the subject property and the petitioners' requests.

The petitioners were sworn in.

Ben Bercher, Wold Architects

Dr. Lori Wilcox, D102

Dr. Jessica McIntyre, D102

Evan Tiberi, D102

Stephen Corcoran, Eriksson Engineering

Dr. Wilcox gave an introduction and explained the promise given to the community of adding space to the Junior High School and prioritizing safety. Dr. Wilcox said currently, PE classes are in the hallway, so the gym expansion is necessary. She also said STEM programs are of high importance for the community. She gave an overview of how the project takes advantage of the district's assets by taking the two existing buildings and combining them, thereby creating a cohesive campus. The petitioners agreed that the new flow throughout the building will be a lot smoother and safer. She spoke to the gymnasium addition, stating it will house the full student population and indicated that these interactions are very important. The gymnasium addition has an equivalent layout

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to the band and orchestra areas, allowing for 2 sections of gym classes and other events to take place. The extra space also allows the building to be rented out for community use, after hours. The petitioners indicated it will be very safe and controlled with its own entrance, and new directional signage identifying entry ways. The petitioners discussed the parking area that was once a part of the District Office will now be used for the school and it will expand the parking spaces. The petitioners said the science labs and teacher storage, flexible learning environments, team STEM, and robotics will now have space, where they currently do not. They added that the new building height and colors are consistent, and the link will be constructed out of a blending of materials of the two buildings. The link will also be ADA compliant.

The petitioners indicated construction would begin in March of 2024 and they thanked the Village's staff.

Com. Worlikar asked if the expansion will address future, student growth. The petitioners said they do not anticipate growing in a significant way and they are able to accommodate the students generated by the Link Crossing development.

Com. Worlikar asked if there was consideration to designate sections for each grade. The petitioners stated they have increased the passing period times to four minutes and the new locker rooms allow for one student per locker, where the students will no longer share, therefore, cutting down passing period time. They also pointed out that the lockers will no longer be in the central thoroughfare, but to the side area, and that the science lab's locations were made with student travel times in mind.

Com. Worlikar discussed drop offs, cold weather, and asked to walk the commissioners through the traffic flow, detailing directions and safety measures. The petitioners discussed the traffic circulation and said the traffic pattern will not change, but they would love more room for queuing space and are considering all options.

Com. Worlikar asked about extending out the thoroughfare and splitting some of the drop-offs from the north. The petitioners said this has been discussed adding a full right turn, however, they said the end result would create more of a problem. They said there is only one bay of parking, which is a dead-end which would not help.

Com. Davis inquired about the safety protocols during the gym construction. The project architect stated that the students would be blocked off from the construction areas. The link construction will take place first. The gymnasium construction will likely be completed over the summer, when no students are present.

Com. Moodhe asked about the easements and utility locations, and wanted to know what the plan was to work around those areas. Assistant Village Engineer, Ted Sianis explained that there is a sanitary line that will be sleeved and protected underneath the link, and there will be enough room if the Village needs to access it.

Com. Moodhe asked what the plan is if the administrative offices need more space. Evan Tiberi replied that the Facility Department offices would be relocated as part of the project. The petitioners indicated they have more than enough space to accommodate staff and the administrative offices.

Com. Moodhe asked about using Twin Rinks for overflow parking. The petitioners answered that they have not, but it has been considered. Veterans Park Parking lot has been used for evening events.

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Com. Moodhe asked how they can improve traffic and the petitioners stated they are looking at all options.

Chairman Weinstein asked how they prevent Abbott Court from being used as a drop off. The petitioners stressed that students should use drop off designations only.

Com Worlikar asked Village Staff if there was any consideration to move the bike rack and if the Village looked into putting a red yield light? Sianis expressed that signage does not often prevent behaviors.

Regarding parking, staff confirmed there is enough provided and the petitioners confirmed there are forty spaces on the Abbot site, and 8-10 are currently used.

Sianis indicated that during the Weiland Road project he worked with Lake County to optimize peak times, where revisions were made, and the Village has acted upon any and all available options.

Com. Moodhe asked who operates the signal. Sianis stated that the Village owns it but Lake County operates it. Com. Moodhe suggested starting the pedestrian crossing three seconds earlier and Sianis responded he can look into it.

Public Comment

Jordan Zelinski, District's 102 School Board President said he and the Board are in favor of the plans.

The petitioners thanked the commissioners for their time, suggestions, and considerations.

The public hearing was closed at 8:54pm.

Com. Richards made a motion for a positive recommendation to the Village Board to allow an amendment to the Special Use approved by Ordinance No. 2017-035, and Variations from R-E District requirements related to building setbacks and building height, to accommodate proposed building additions on the subject properties located at 1231 Weiland Road and 1351 Abbot Court, subject to the following conditions:

- 1. The proposed improvements shall be constructed 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 site shall be reviewed administratively by staff.*

Com. Moodhe seconded the motion.

Com. Moodhe spoke regarding traffic issues and did note that all districts seem to have the same issues at other schools. He also gave a reminder to be kind to the crossing guards and expressed his support for the project.

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Com. Worlikar appreciated the Commissioners going to the site, and he gave accolades to the staff. He asked for some additional signage and reiterated his concern regarding traffic flow and wants to know how to support the staff.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Weinstein, Au, Richards, Worlikar, Davis, Saxena
ABSENT:	Marc Spunt

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Nov 15, 2023 7:30 PM

RESULT:	ACCEPTED [6 TO 0]
AYES:	Moodhe, Weinstein, Richards, Worlikar, Davis, Saxena
ABSTAIN:	Amy Au
ABSENT:	Marc Spunt

Chairman's Report

None

Committee and Liaison Reports

Com. Richards thanked everyone and VBG staff for their efforts and great work.

Richards indicated that at the 12/4/23 Village Board meeting the following items were on consent agenda and were approved.

The Buffalo Grove Park District Liquor License for the Golf Dome, Belle Tire, Parkchester Park, and The Torah Academy.

Staff Report/Future Agenda Schedule

Kelly Purvis, Deputy Community Development Director, mentioned the December 20th meeting will be canceled, and the January 3rd meeting currently has 1-2 items.

Public Comments and Questions

None

Adjournment

The meeting was adjourned at 9:03 AM

Kelly Purvis

12/6/2023

APPROVED BY ME THIS 6th DAY OF December, 2023

Mitchell Weinstein, Commissioner



**Ordinance No. O-2024-3 : Ordinance Amending Chapter 5.04
Pertaining to Business Licenses**

Recommendation of Action

Staff recommends approval.

Summary: Staff is proposing an amendment to Chapter 5.04 pertaining to the definition of Hotel/Motel Establishments. The proposed amendment clarifies the need for certain kitchen facilities for long-term stays in excess of 30 days.

ATTACHMENTS:

- Hotel Motel Memo (DOCX)
- Hotel Motel Ord Changes (DOCX)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Stilling, Community Development

Tuesday, January 2, 2024

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 27, 2023

TO: Dane Bragg, Village Manager

FROM: Chris Stilling, Deputy Village Manager

SUBJECT: Ordinance Amending Section 5.04.010 of the Municipal Code

RECOMMENDATION

Staff recommends approval of the attached Ordinance amending Chapter 5.04.010 B (Business License Definitions) of the Village Code as it pertains to the definition of a "Hotel/Motel Establishment".

BACKGROUND

As part of the Village's review of the Municipal Code, staff is proposing an amendment to Chapter 5.04.010 pertaining to the definition of a Hotel/Motel Establishment. Currently, the Code does not specify the need for certain kitchen facilities for long-term stays (greater than 30 days) within a licensed hotel/motel facility. Staff is proposing the following amendment:

6. "Hotel/motel establishment" means any building in which more than ~~five~~ten rooms or suites are reserved to provide living and sleeping accommodations for temporary guests. Any Hotel/Motel Establishment providing transient lodging accommodations for guests for more than thirty (30) consecutive days, but not longer than ninety (90) consecutive days, shall have a full kitchen which shall include appliances and a sink with a waste line drain.

As proposed, the code will require long-term stays within licensed facilities to have a kitchen allowing for proper food preparation and cooking appliances. Not having these facilities could lead to public health and safety concerns as individuals may utilize unsafe and hazardous methods to prepare and cook food.

Underlined = addition
 Strikethrough = deletion

ORDINANCE NO. 2024 -

AN ORDINANCE AMENDING CHAPTER 5.04 BUSINESS LICENSE

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

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. Section 5.04.010 of the Village of Buffalo Grove Municipal Code is hereby amended by adding the following:

5.04.010 - Definitions.

6. "Hotel/motel establishment" means any building in which more than ~~five~~ ten rooms or suites are reserved to provide living and sleeping accommodations for temporary guests. Any Hotel/Motel Establishment providing transient lodging accommodations for guests for more than thirty (30) consecutive days, but not longer than ninety (90) consecutive days, shall have a full kitchen which shall include appliances and a sink with a waste line drain.

Section 2. This Ordinance shall be in full force and in effect from and after its passage and approval. This ordinance may be published in pamphlet form.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2024

APPROVED: _____, 2024

 Eric Smith, Village President

ATTEST:

 Janet M. Sirabian, Village Clerk

Attachment: Hotel Motel Ord Changes (O-2024-3 : Ordinance Amending Chapter 5.04 Pertaining to Business Licenses)



Resolution No. R-2024-1 : Resolution Authorizing Assignment and Assumption of Annexation Agreement at 22771-22825 N Prairie Rd

Recommendation of Action

Staff recommends approval, subject to the final review and approval of the Village Attorney.

SUMMARY: The Village Board recently approved an Annexation Agreement for the Prairie Pointe Townhomes at 22771-22825 N. Prairie Road. The developer has recently purchased the property and is seeking an Assignment and Assumption of the Annexation Agreement to their new entity name.

ATTACHMENTS:

- BOT Memo (DOCX)
- Resolution for Assignment Prairie Pointe (RTF)
- Exhibit A. Assignment & Assumption of Annexation Agreement (PDF)
- Exhibit B. Ordinance 2023-104(PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Nicole Woods, Community Development

Tuesday, January 2, 2024

VILLAGE OF BUFFALO GROVE



DATE: December 28, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development

SUBJECT: Approve an Assignment & Assumption of the Annexation Agreement

BACKGROUND

On August 21, 2023, the Village Board approved Ordinance No. 2023-104, an Annexation Agreement for the Prairie Pointe Townhomes at 22771-22825 N. Prairie Road. The Board also approved a preliminary plan for the project, which consists of 41-unit, attached single-family development. After the approvals, Prairie Pointe Partners Buffalo Grove LLC, an Illinois limited liability company ("Prairie"), an affiliate of and successor-in-interest to Bloom Street Partners, LLC ("Bloom"), purchased the property.

Since the approval, Prairie has purchased the property and would like to seek an Assignment and Assumption of the Annexation Agreement. The Agreement will ensure Prairie Pointe Partners Buffalo Grove LLC, remains responsible for all conditions of approval set forth in Ordinance 2023-104.

The attached agreements have been reviewed by the Village Attorney and ensure that Prairie Pointe Partners Buffalo Grove LLC. assume all the obligations in Ordinance 2023-104, the Annexation Agreement.

RECOMMENDATION

Staff recommends that the Village Board approve a Resolution approving an Assignment and Assumption Agreement of the Annexation Agreement for the Prairie Pointe Townhomes, subject to the final review and approval of the Village Attorney.

RESOLUTION NO. 2024 – _

**A RESOLUTION APPROVING AN ASSIGNMENT AND ASSUMPTION OF THE ANNEXATION AGREEMENT GRANTED
BY ORDINANCE NO. 2023-104**

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

WHEREAS, on August 21, 2023, the Village Board approved an Annexation Agreement by adoption of Ordinance 2023-104, attached hereto as Exhibit B, for Bloom Street Partners, LLC ("Bloom") for the Prairie Pointe Development commonly referred to as at 22771-22825 N. Prairie Road, Buffalo Grove ("Property") and;

WHEREAS, Prairie Pointe Partners Buffalo Grove LLC, an Illinois limited liability company ("Prairie"), an affiliate of and successor-in-interest to Bloom Street Partners, LLC ("Bloom"), closed and acquired the Property on December 20, 2023 and;

WHEREAS, Prairie Pointe Partners Buffalo Grove LLC will still assume all obligations outlined in the Annexation Agreement and will be subject to the terms and conditions outlined in the Assignment and Assumption Agreements attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President and Village Clerk are hereby authorized and directed to execute an Assignment and Assumption Agreement of the Annexation Agreement for the Prairie Pointe Development, subject to the final review and approval of the Village Attorney, a copy of said Agreement being attached hereto and being made a part hereof.

APPROVED this 2nd day of January, 2024, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Eric Smith, Village President

Exhibit A
ASSIGNMENT AND ASSUMPTION OF THE ANNEXATION AGREEMENT

Attachment: Resolution for Assignment Prairie Pointe (R-2024-1 : Resolution Auth. Assignment & Assumption of Annex Agreement 22771-22825 N

Prepared By:

Patrick T. Brankin
 Schain, Banks, Kenny & Schwartz,
 Ltd. 70 W. Madison St., Ste. 5300
 Chicago, IL 60602

ASSIGNMENT AND ASSUMPTION OF ANNEXATION AGREEMENT

This Assignment (this "**Assignment**") is executed by Rainer B. Burckhardt and Peggy Jayne Kronenberger, Trustee of the P. Kronenberger Living Trust dated November 2, 2012, as restated September 7, 2018 and further cited as November 2, 2019 ("Prior Owners"), Prairie Pointe Partners Buffalo Grove LLC, an Illinois limited liability company ("Prairie "), an affiliate of and successor-in-interest to Bloom Street Partners, LLC ("Bloom"), and by the Village of Buffalo Grove, an Illinois municipal corporation ("Village") (hereinafter collectively referred to as the "Parties").

the Parties state as follows:

A. This Assignment pertains to the real estate described on Exhibit A attached hereto and commonly known as 22771-22825 N. Prairie Road, Buffalo Grove, Illinois (the "**Property**").

B. Bloom entered into that certain Annexation Agreement, dated as of _____, 2023, by and between Bloom as Developer, the Village of Buffalo Grove and Prior Owners, as Owners, and recorded in the Office of the Lake County Recorder of Deeds on _____, 2023 as Document No. 2023-_____, (the "**Agreement**").

C. Prairie closed and acquired the Property from the Prior Owners on December____, 2023.

D. Prior Owners and Bloom, have certain privileges, rights, title and interests and obligations ("**Interests**") owned or held in connection with the Agreement, as Owners and Developer respectively, as defined in the Agreement.

E. In conjunction with the closing and acquisition of the Property, Prior Owners and Bloom each, respectively, transfers, conveys, grants and assigns any and all Interests each has under the Agreement, as Owners and Developer to Prairie subject to the approval of the Village, as set forth in this Assignment;

F. The Village approves the Assignment to Prairie of all of the respective Interests Prior Owners and Bloom held pursuant to the Agreement and Prairie accepts this Assignment and assumes and agrees to be bound by the respective Interests of Prior Owners, as Owners, and Bloom, as Developer under the Agreement, all on the terms and conditions provided herein.

G. The Parties agree that this Assignment shall be effective as of the date on which Prairie acquired title to the Property ("Acquisition Date"). Effective as of the Acquisition Date, Prairie shall be responsible for and shall comply with all terms, covenants, obligations and conditions of Developer and Owners as set forth in the Agreement. It is expressly a term and condition of this Assignment, that Prairie agrees that it shall timely commence and complete all terms, covenants, obligations, requirements and conditions of Developer and Owner under the Agreement. Prairie represents that it has accepted, and has assumed and agreed to make all payments and to perform all other obligations of the Prior Owners, as Owners, and Bloom, as Developer, under the Agreement, including, but not limited to those obligations accruing prior to or on the Acquisition Date. Prior Owners shall be released from any liability for all terms, covenants, obligations and conditions of Owners as set forth in the Agreement.

H. Prairie hereby indemnifies the Village, and agrees to defend and hold harmless the Village, from and against any and all liability, loss, damage and expense, including, without limitation, reasonable attorney's fees actually incurred, that the Village may or shall incur under the Agreement by reason of any failure or alleged failure of Prairie to have complied with or to have performed the obligations of the Owners and Developer under the Agreement which are to be performed by Prairie either before or on or after the Acquisition Date.

I. Any costs and expenses, including attorneys' fees (which shall include the cost of any time expended by any in-house counsel of the Village) incurred by the Village in connection with this Assignment and any proposed or purported assignment, transfer or sublease shall be borne by Prairie and shall be payable to the Village on demand as a Developer cost.

J. Effective as of the Acquisition Date, the Village, as evidenced by its execution of the Village's Consent (the "Consent") attached to and made a part of this Assignment, hereby consents to this Assignment.

K. GOVERNING LAW: This Assignment shall be construed, interpreted, and enforced pursuant to the applicable laws in the State of Illinois.

L. THE VILLAGE IS THIRD PARTY BENEFICIARY: It is fully intended, acknowledged and agreed to that the Village be and hereby is a third party beneficiary of this Assignment and shall be entitled to and may enforce the terms, covenants and conditions

contained herein as each may apply to the Village.

M. MISCELLANEOUS PROVISIONS:

(a) The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Assignment may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

(c) All defined terms not otherwise defined herein shall have the same meaning as defined in the Agreement.

(d) Each of the parties hereto hereby each represent and warrant that the person signing this Assignment and/or the Consent is duly authorized to execute and deliver this Assignment and/or Consent on behalf of such party, and that this Assignment and/or Consent is binding upon the party.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, in consideration for good and valuable consideration in hand paid, Prior Owners and Bloom does each hereby assign to, and Prairie hereby accepts and assumes all of Prior Owners' and Bloom's respective Interests, as set forth herein, effective as of the Assignment Date.


 Rainer B. Burckhardt

The P. Kronenberger Living Trust dated November 2, 2019

By: _____
 Peggy Jayne Kronenberger, Trustee

Bloom Street Partners, LLC, an Illinois limited liability company

By: _____

Prairie Pointe Buffalo Grove, LLC, an Illinois limited liability company

By: _____

IN WITNESS WHEREOF, in consideration for good and valuable consideration in hand paid, Prior Owners and Bloom does each hereby assign to, and Prairie hereby accepts and assumes all of Prior Owners' and Bloom's respective Interests, as set forth herein, effective as of the Assignment Date.

Rainer B. Burckhardt

The P. Kronenberger Living Trust dated November 2, 2012, as restated September 7, 2018 and further cited as November 2, 2019

By: *Peggy Jayne Kronenberger*
Peggy Jayne Kronenberger, Trustee

Bloom Street Partners, LLC, an Illinois limited liability company

By: _____

Prairie Pointe Partners Buffalo Grove, LLC, an Illinois limited liability company

By: _____

IN WITNESS WHEREOF, in consideration for good and valuable consideration in hand paid, Prior Owners and Bloom does each hereby assign to, and Prairie hereby accepts and assumes all of Prior Owners' and Bloom's respective Interests, as set forth herein, effective as of the Assignment Date.

Rainer B. Burckhardt

The P. Kronenberger Living Trust dated November 2, 2012, as restated September 7, 2018 and further cited as November 2, 2019

By: _____
Peggy Jayne Kronenberger, Trustee

Bloom Street Partners, LLC, an Illinois limited liability company

By: _____

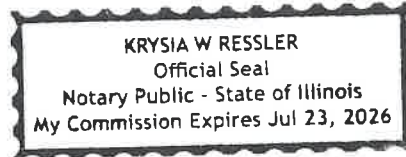

Prairie Pointe Partners Buffalo Grove, LLC, an Illinois limited liability company

By: _____


STATE OF ILLINOIS)
) SS
 COUNTY OF Lake)

I, Krysia W. Ressler, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Rainer B. Burckhardt, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of December, 2023.

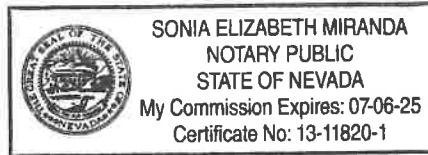


Krysia W. Ressler
 Notary Public

Nevada
STATE OF ~~ILLINOIS~~ *sm*)
) SS
COUNTY OF *Clark*)

I, *Sonia Miranda*, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Peggy Jayne Kronenberger, Trustee of The P. Kronenberger Living Trust dated November 2, 2012, as restated September 7, 2018 and further cited as November 2, 2019, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *14* day of *December*, 2023.



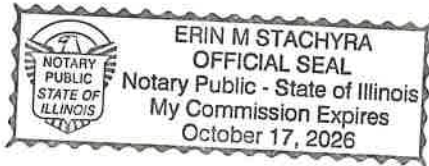
Sonia Miranda

Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Erin M Stachyra, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David Todd Schwartz, Manager of Bloom Street Partners LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of December, 2023.



[Handwritten Signature]
 Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Erin M Stachyra, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David Todd Schwartz, Manager of Prairie Pointe Partners Buffalo Grove LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of December, 2023.



[Signature]
 Notary Public

Consent of Assignment

The Village of Buffalo Grove hereby accepts the above and foregoing assignment and releases the Prior Owners as stated therein.

VILLAGE OF BUFFALO GROVE, a
municipal corporation

By: _____

Name: **Dave Bragg**

Title: Village Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Dave Bragg**, Village Manager of **VILLAGE OF BUFFALO GROVE**, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2023.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

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

ORDINANCE NO. 2023-104

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:	<u>6 – Johnson, Cesario, Ottenheimer, Stein, Pike, Weidenfeld</u>
NAYES:	<u>0 - None</u>
ABSENT:	<u>0 - None</u>
PASSED:	<u>August 21, 2023</u>
APPROVED:	<u>August 21, 2023</u>
PUBLISHED:	<u>August 22, 2023</u>

ATTEST:

Janet M. Strabian, Village Clerk

APPROVED:

Eric N. 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**

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

8-9-23

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, 2012, as restated September 7, 2018 and further cited as 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 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. Watermains 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.

32. Indemnification Concerning Recapture. Not applicable.

33. 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 every way necessary to ensure that the secondary access is constructed.

34. 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.

35. 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.

36. 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.

37. 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 building 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

38. 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.

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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


RAINER B. BURCKHARDT

Printed Name and Position

Bank Financial F.S.B.,

By

Printed Name and Position

OWNER: P. Kronenberger Living Trust

15

Printed Name and Position

OWNER: P. Kronenberger Living Trust

dated November 2, 2012, as restated September 7,
2018 and further cited as November 2, 2019By Peggy Jayne Kronenberger, Trustee
Peggy Jayne Kronenberger, Trustee

Printed Name and Position

Developer: 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

15

Printed Name and Position

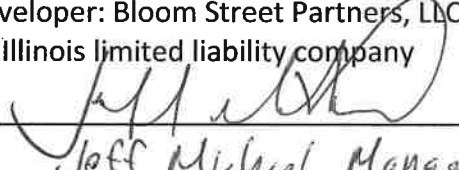
OWNER: P. Kronenberger Living Trust

dated November 2, 2012, as restated September 7,

2018 and further cited as November 2, 2019

By _____

Printed Name and Position

Developer: Bloom Street Partners, LLC
an Illinois limited liability companyBy 
Jeff Michael, Manager

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-2024-4 : Ordinance Amending the Village of Buffalo Grove's Code of Ordinances Chapter 10.25 Regulation of Unscheduled Bus Stops

Recommendation of Action

Staff recommends approval.

The proposed ordinance amending Chapter 10 of the Municipal Code would authorize the Chief of Police to regulate unscheduled bus stops, requiring a complete and accurate application for an unscheduled bus stop with no less than five (5) days notice. The application would require that the operator of the bus provide a detailed plan identifying how the individuals being dropped off will be cared for, housed, and fed, either temporarily or permanently. A violation of the ordinance could entail fines of \$300-\$1,000 per occurrence and could include seizure and impoundment of the bus.

ATTACHMENTS:

- Bus BOT Memo (PDF)
- UBS Ord rev (PDF)

Trustee Liaison

Smith

Staff Contact

Dane Bragg, Office of the Village Manager

Tuesday, January 2, 2024	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 28, 2023

TO: Village President Eric Smith and Trustees

FROM: Dane Bragg, Village Manager
Brian Budds, Chief of Police

SUBJECT: Regulation of Unscheduled Bus Stops

Recommendation

Staff recommends approval of an amendment to Chapter 10 of the Municipal Code regulating unscheduled bus stops. If approved, the ordinance and application process would become effective immediately. The Police Chief is authorized to promulgate rules for the administration of the ordinance as needed to maintain the public health and welfare.

Background

The City of Chicago recently passed an ordinance restricting the drop-off of inbound migrants to a specified landing zone with limited hours and capacity. Bus drivers failing to comply with the City's ordinance are subject to both severe fines and impounding. As a result, buses have been dropping off migrants in the suburbs, especially those with Metra stops. The drop-offs are unscheduled and can place a significant burden on the receiving municipality to provide temporary support and/or transportation to route passengers to the designated landing zone in the city. Most recently, the communities of Highland Park and Libertyville have received unscheduled buses at their Metra facilities.

The Village of Buffalo Grove owns and operates a Metra passenger train depot as well as a Pace bus depot, both on Commerce Court. In addition, Vernon Township owns and operates the Prairie View Metra passenger train depot, located on North Main Street immediately north of Illinois Route 22. Neither Metra nor Pace operate weekend service at these facilities. In the case of the Village's facilities on Commerce Court, both lack visibility with little residential or neighborhoods in the vicinity. Passenger trains operate from 5:57 AM to 4:16 PM weekdays only.

The Village has significant concerns for the health and safety of its residents and potential passengers who could be dropped off unannounced at its facilities. Passengers dropped off outside of Metra scheduled service hours would be unable to find transportation to the designated landing zone and there is limited shelter from inclement weather available on-site. Further, an unscheduled drop-off could occur without the Village's knowledge, leaving passengers exposed to the elements and without food or water.

Proposed Ordinance

The proposed ordinance amending Chapter 10 of the Municipal Code would authorize the Chief of Police to regulate unscheduled bus stops, requiring a complete and accurate application for an unscheduled bus stop with no less than five (5) days' notice. The application would require that the operator of the bus provide a detailed plan "identifying how the individuals being dropped off will be cared for, housed, and fed, either temporarily or permanently." A violation of the ordinance could entail fines of \$300-\$1,000 per occurrence and could include seizure and impoundment of the bus.

Several communities in the Chicago suburbs have recently passed similar ordinances. The following points highlight what the ordinance does and does not require:

- The ordinance and application require:
 - Contact information for the owner, operator and driver of the bus;
 - Contact information for the agency or entity that has contracted the bus;
 - Names and identification of persons proposed to be dropped off;
 - The date, time and location of the proposed drop-off;
 - The location from which passengers will board the bus;
 - Contact information for persons or agencies that will be on-site to receive the bus;
 - A detailed plan identifying how the individuals being dropped off will be cared for, housed, and fed, either temporarily or permanently; and
 - Drop-offs are limited to the hours of 6:00 AM to 3:00 PM weekdays, consistent with available Metra inbound passenger train service.
- The ordinance and application do not require:
 - Criminal or other background checks for passengers;
 - Vaccination or other personal health information (PHI) for passengers;
 - Does not impose a "per passenger" fine or fee.

Next Steps

The proposed ordinance provides clear and objective requirements for chartered bus operators and establishes law enforcement guidance for the safe handling of migrant passengers coming to Buffalo Grove. Further, the ordinance provides responding police officers with the legal authority necessary to maintain the public health and welfare.

If enacted, this ordinance provides for more effective contingency planning and provides for enhanced first responder preparation and safety, while ensuring migrant passengers are protected from the elements and receive care.

Upon passage of the ordinance, the application will be posted and available on the Village's website at www.vbg.org.

ORDINANCE NO. 2024-____**AN ORDINANCE AMENDING THE VILLAGE OF BUFFALO GROVE'S CODE OF ORDINANCES**

WHEREAS, the Village of Buffalo Grove, ("Village") as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and;

WHEREAS, the corporate authorities of the Village find and determine that dropping off passengers from a bus or other transportation provider within the Village without prior provisions being made for the proper housing and care of such individuals is inhumane, creates a dangerous condition for the persons being dropped off, and threatens public safety;

WHEREAS, the corporate authorities of the Village find and determine that dropping off passengers from a bus or other transportation provider within the Village without prior provisions being made for their proper housing and care can have deadly consequences when the weather conditions are adverse;

WHEREAS, the corporate authorities of the Village find and determine that the health and safety is jeopardized when individuals are being dropped off within the Village without prior provisions being made for their proper housing and care;

WHEREAS, the corporate authorities of the Village find and determine that the health, welfare and safety of the Village, its residents, and others coming to the Village are jeopardized when individuals are being dropped off within the Village without prior provisions being made for their proper housing and care;

WHEREAS, the corporate authorities of the Village find and determine that the Village's best interests and the public health, welfare of the Village require that the unscheduled dropping off of individuals within the Village from buses or other transportation providers shall be regulated; and

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

SECTION 1: The Village Board hereby finds that the recitals contained in the preambles are true and correct and incorporates them into this Ordinance by this reference.

SECTION 2: The Village Board finds and determines that the adoption of this Ordinance is in the best interest of the Village as well as in the public interest.

SECTION 3: **Title 10** – Vehicles and Traffic of the Village Code of the Village of Buffalo Grove, Illinois, is hereby amended by adding a new Chapter 10.25 to read in its entirety as follows:

Chapter 10.25 REGULATION OF UNSCHEDULED BUS STOPS

A. Definitions: The terms used in this Chapter shall be defined as follows:
 "Application" shall mean a request for approval to make a bus stop in the Village of Buffalo Grove on a form to be provided by the Chief of Police of the Village's Police Department that meets all the requirements of this Chapter.

"Approval" means a written notice signed by the Chief of Police of the Village's Police Department which approves an Application submitted in conformance with this Chapter.

"Bus" means any type of motor vehicle that is designed to carry, or is actually

carrying, more than 10 individuals. For the purposes of this Chapter, Bus shall not include a bus operated by a School District, Park District or unit of local government created pursuant to the Illinois Compiled Statutes, which is transporting passengers to locations and/or events in the Village.

“Chief” means the Chief of Police of the Village’s Police Department or his/her designee.

“Regularly Scheduled Service” means bus service that operates trips involving the dropping off of passengers in the Village on a predictable and recurring basis, following a schedule that is published in advance and available to the general public, and provides service in exchange for paying a fare.

“Unscheduled Bus Stop” means any location in the Village of Buffalo Grove where individuals are dropped off by a Bus that originated from a location outside of Cook or Lake County, Illinois that is not providing regularly scheduled service and not operating pursuant to the written approval of the Police Chief pursuant to this Chapter. .

B. No Unscheduled Bus Stops. It shall be a violation of this Ordinance for the owner, operator, or driver of any Bus to make an Unscheduled Bus Stop for the purpose of dropping off passengers in the Village of Buffalo Grove.

C. Application. The owner, operator, or driver of any Bus that is not providing Regularly Scheduled Service that desires to make a Bus stop to drop off passengers in the Village of Buffalo Grove shall file an Application with the Chief using a form to be prepared by the Chief. The completed Application and all required information shall be submitted to the Chief at least five (5) calendar days prior to the date of the proposed drop-off date. The Application shall include and provide the following information:

1. The full name, full address, and telephone numbers of the Owner, Operator, and Driver of the Bus. The mobile phone number of the driver of the Bus shall also be provided.
2. The full name, full address, mobile and land-line telephone numbers of the entity or individuals that has either directed, paid for, or financed the transport of persons to be dropped off in the Village of Buffalo Grove by the Bus.
3. The full name of all persons that are proposed to be dropped-off in the Village of Buffalo Grove along with copies of ID's for said person to the extent such ID's exist or are in the possession of the passengers.
4. The name, address, or location in the Village of Buffalo Grove at which the Bus proposes to drop off passengers.
5. The date and time at which the Bus passengers will be dropped off in the Village of Buffalo Grove which shall be from 6:00 a.m. to 3:00 p.m. on a Monday through Friday, excluding any holidays.
6. The name and address of all locations from which the passengers are being picked-up for transport to the Village of Buffalo Grove.
7. The full name, full address, mobile and land-line telephone numbers of all entities or individuals that shall be present in the Village of Buffalo Grove to meet the Bus and receive the passengers when they are dropped off.
8. A detailed plan identifying how the individuals being dropped off will be cared for, housed, and fed, either temporarily or permanently, upon being dropped off in the Village of Buffalo Grove. The plan shall include the full names, full addresses, and landline and mobile telephone numbers of all persons that will be present at the date and time of the drop-off and responsible for the care, housing and feeding of the passengers. The plan shall be signed by the entity that agrees to be responsible for the care of the individuals and at least one additional individual that will be present to receive the passengers and responsible for their care. The entity and the individual that will present to receive

the passengers and be responsible for their care shall each by their signature certify that they will be responsible for providing the actions detailed in the plan.

D. Application Approval. Upon receipt of an Application pursuant to this Chapter, the Police Chief shall review same and undertake a review of the information contained in the Application to verify its truth and authenticity. If the Application is not complete, the Police Chief shall, in writing, advise the Applicant of the additional items needed to complete the Application. If within four (4) calendar days after receiving a completed Application, the Police Chief, provided he/she has not received any information that the Application is false or untrue in any manner, shall inform the Applicant that the Application is approved or not approved for the stated location. The Police Chief shall further provide a telephone number to the Applicant or driver to coordinate the arrival of the bus in the Village of Buffalo Grove.

E. Police Chief Authority. The Chief of Police is hereby authorized to promulgate rules pertaining to the administration of this ordinance as needed to maintain the public health and welfare. All promulgated rules shall be published and available in pamphlet form to any applicant.

F. Violations. It shall be a violation of this Chapter for any individual or entity to violate any of the terms of this Chapter and/or engage in the following actions:

1. The submission of an Application that is false or untrue in any manner.
2. The failure of any entity or individual that is responsible for the care, housing, or feeding of any passengers dropped-off in the Village of Buffalo Grove to implement or perform the detailed plan pursuant to the terms of an approved Application.
3. Making an Unscheduled Bus Stop in the Village of Buffalo Grove.

4. Initiating any Bus transportation to the Village of Buffalo Grove requires the approval of the Bus stop location without submitting an Application or failing to obtain approval of an Application as required by this Chapter.

G. Penalties. Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of, any of the provisions of this Chapter, upon conviction thereof, shall be punishable by a fine of not less than Three Hundred Dollars (\$300.00) nor more than One Thousand Dollars (\$1,000.00) for each offense. A separate and distinct offense shall be regarded as committed each day upon which said person shall continue any such violation or permit any such violation to exist after notification thereof. The Village at its discretion may enforce this Chapter by: (1) a quasi-criminal action seeking the payment of a monetary penalty adjudicated under the Village's Administrative Adjudication system; or (2) an action seeking monetary and injunctive relief filed in the Circuit Court of Cook County or any other Court having jurisdiction over the violator.

H. Seizure and Impoundment of Bus. Whenever a police officer has reason to believe that a violation of this Chapter has occurred, the Bus is subject to seizure and impoundment in addition to any other monetary penalty or other remedy that may be pursued. The police officer shall, in the exercise of discretion, provide for the towing of the Bus to a facility approved by the Village Police Department.

Upon the towing of a Bus, the police officer shall notify or make a reasonable attempt to notify the owner of record, lessee, person claiming to be the owner or lessee, or any person who is found to be in control of the vehicle at the time of the alleged violation of the fact of the seizure and of the vehicle owner's right to request an administrative hearing.

I. Administrative Tow Hearing. Within five (5) business days after a Bus is seized and impounded, the Village shall notify, by personal service, first class mail,

or certified mail, the owner of record, lessee, and any lienholder of record of the owner's right to request a hearing to determine whether a violation of this Chapter actually occurred. The name and address of the person to whom a vehicle is registered as shown on the records of the State in which the vehicle is registered shall be conclusive evidence of the name and address of the owner of record of the vehicle, unless the owner of record gave the Village actual written notice of a different name or address.

In order to obtain a hearing, the owner of record must file a written request for a hearing with the Village Clerk or the Police Department no later than ten (10) business days after the date the notice was mailed. The hearing date must be scheduled for a date that is no more than fifteen (15) business days after a request for a hearing has been filed. The person requesting the hearing shall be given at least five (5) business days' notice of the date of the hearing.

The hearing shall be conducted by a hearing officer appointed in accordance with this Code's Administrative Hearing Procedures. The owner of the Bus shall have the right to be represented by an attorney; the right to notice of the charges causing the seizure and impoundment of the Bus; the right to present witness and documentary evidence; and the right to cross-examine all witnesses.

If, after the hearing, the hearing officer determines, by a preponderance of evidence, that a violation of this Chapter has occurred involving the seized and impounded Bus, then the hearing officer shall enter an order finding the owner of record of the vehicle liable to the Village for the administrative fees of seven hundred and fifty dollars (\$750.00), which shall be in addition to any other penalties, fines and remedy sought. If, after a hearing, the hearing officer does not determine, by a preponderance of the evidence, that the vehicle was used in violation of this Chapter, the hearing officer shall enter an order finding for the owner and ordering the return of the vehicle.

If the owner of record fails to request a hearing on the seizure and impoundment of the Bus in a timely manner or fails to appear at the hearing, the owner of record shall be deemed to have waived the owner's right to a hearing, and the hearing officer may enter a default order in favor of the Village in the amount of the administrative fees. However, if the owner of record pays such penalty and the vehicle is returned to the owner, no default order need be entered if the owner is informed of his or her right to a hearing and signs a written waiver, in which case, an order of liability shall be deemed to have been made when the Village receives the written waiver.

J. Requirements for Recovery of a Seized and Impounded Bus. A vehicle impounded pursuant to this Chapter shall remain impounded until:

1. The administrative fees of seven hundred and fifty dollars (\$750.00) is paid to the Village and all applicable towing fees are paid to the towing agent, in which case, the owner of record shall be given possession of the Bus; or
2. The Bus is deemed abandoned, in which case, it shall be disposed of in the manner provided by law for the disposition of abandoned vehicles.

K. Posting Fee. If an administrative fee in the amount of seven hundred fifty dollars (\$750.00) is posted with the Police Department, the impounded Bus shall be released to the owner of record, and the owner of the Bus shall still be liable to the towing agent for any applicable towing fees.

If, after an Administrative Hearing on the seizure and impoundment of the Bus, it is determined that the Bus was used in violation of this Chapter the posted fee shall be forfeited to the Village; however, if a violation of this Chapter is not proven by a preponderance of the evidence, the fee will be returned to the person posting the bond, and all towing fees shall be waived.

All money posted pursuant to this chapter shall be held by the Village until the hearing officer issues a decision or, if there is a judicial review, until a final order is entered in the judicial proceeding in which review is sought.

L. Disposition of an Unclaimed Bus. Any Bus that is not reclaimed or subject to judicial review within thirty-five (35) days after the administrative hearing officer issues a final written decision shall be deemed abandoned and disposed of as an unclaimed vehicle as provided by law.

SECTION 4: Any non-preemptive state statute in conflict hereof with this Ordinance is hereby superseded to the full extent of such conflict pursuant to the exercise of the Home Rule Powers of the Village.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED: This _____ of _____, 2024

AYES:_____ **NAYS:**_____ **ABSENT:**_____ **PASS:**_____

APPROVED by me this _____ of _____, 2024

Village President of the Village of Buffalo Grove

ATTESTED and FILED in the office of the Village Clerk

this _____ of _____, 2024

Village Clerk

Attachment: UBS Ord rev (O-2024-4 : Ordinance Amending Chapter 10.25 Regulation of Unscheduled Bus Stops)



Information Item : Executive Session- Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees.

Recommendation of Action

N/A

Executive Session- Section 2(C)(2) of the Illinois Open Meetings Act: Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Tuesday, January 2, 2024	
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Information Item : Executive Session - Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, When an Action Against, Affecting or on Behalf of the Particular Public Body Has Been Filed and is Pending Before a Court or Administrative Tribunal, or When the Public Body Finds that an Action is Probable or Imminent, in Which Case the Basis for the Finding Shall be Recorded and Entered into the Minutes of the Closed Meeting.

Recommendation of Action

N/A

Executive Session - Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

Trustee Liaison

Smith

Staff Contact

Dane Bragg, Office of the Village Manager

Tuesday, January 2, 2024