



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
April 18, 2022 at 7:30 PM

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

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Regular Meeting - Mar 21, 2022 7:30 PM
B. Village Board - Committee of the Whole - Apr 4, 2022 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1340 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

- A. Discussion Regarding Humanitarian and Community Support for Eastern Europe
(President Sussman) (Staff Contact: Evan Michel)

5. Village Manager's Report

- A. Police Department's Therapy Dog - Gus (Trustee Stein) (Staff Contact: Steven Casstevens)
B. Special Olympics Presentation (Trustee Smith) (Staff Contact: Steven Casstevens)

6. Special Business

- A. Public Hearing- Annexation Agreement for 22405 & 22371 Prairie Road (Trustee Pike)
(Staff Contact: Nicole Woods)

7. Reports from Trustees

8. Consent Agenda

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

- A. Proclamation Recognizing Arbor Day (Trustee Stein) (Staff Contact: Michael Skibbe)

SUMMARY: Designates Friday, April 29, 2022 Arbor Day in Buffalo Grove. The Proclamation is one of four criteria to qualify for the Tree City U.S.A. Award.

- B. O-2022-39 Ordinance Authorizing the Waiver of Bids to Purchase Street Sweeper Repairs (Trustee Stein) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff requests Board approval to waive bids and authorize the Village Manager to purchase sole source street sweeper repair services from E.J. Equipment Inc for the repairs to Street Sweeper 438 in an amount not to exceed \$28,540.16 pending review and approval by the Village attorney.

- C. O-2022-40 Ordinance Authorizing the Waiver of Bids to Purchase a MAKO Air Compressor (Trustee Johnson) (Staff Contact: Tom Wisniewski)
SUMMARY: Staff requests Board approval to waive bids and authorize the Village Manager to make a sole source purchase of a Mako Air Compressor from Air One Equipment in an amount not to exceed \$62,035.00 pending review and approval by the Village attorney.
- D. O-2022-41 Amendment to the Class G4 Special Event Liquor License (President Sussman) (Staff Contact: Jessie Brown)
SUMMARY: Amendment to the Class G4 Special Event Liquor License by increasing the limitation on the number of licenses from two to six.
- E. O-2022-42 Liquor License Reservation- Axel's Bistro Cafe at 131 Dundee Road (President Sussman) (Staff Contact: Jessie Brown)
SUMMARY: A Class A liquor license is reserved for Axel's Properties, LLC d/b/a Axel's Bistro Cafe at 131 Dundee Road. This reservation is subject to the applicant completing Village requirements for said license on or before July 18, 2022.
- F. O-2022-43 Certificate of Initial Acceptance and Approval: NCH Outpatient Care Center Development Improvements (Trustee Johnson) (Staff Contact: Darren Monico)
SUMMARY: Attached is the Certificate of Initial Acceptance for the NCH Outpatient Care Center development located at 15 S. McHenry Road. Staff recommends approval to begin the one year maintenance period on April 18, 2022.
- G. Authorization to Bid Village Hall Facility Improvements (Trustee Weidenfeld) (Staff Contact: Tom Wisniewski)
SUMMARY: Staff seeks authorization to bid Village Hall Facility Improvements as detailed in the attached memo.
- H. R-2022-3 Resolution Relating to the Semi-Annual Review of Closed Session Minutes (Clerk Sirabian) (Staff Contact: Dane Bragg)
SUMMARY: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: October 18, 2021 and November 1, 2021.

9. Ordinances and Resolutions

- A. O-2022-44 Ordinance Providing for Compensation of the Village Manager (President Sussman) (Staff Contact: Dane Bragg)
- B. O-2022-45 Ordinance Approving an Annexation Agreement for the Property at 22405 & 22371 Prairie Road (Trustee Pike) (Staff Contact: Nicole Woods)
- C. O-2022-46 Ordinance Annexing the Property at 22405 & 22371 Prairie Road (Trustee Pike) (Staff Contact: Nicole Woods)
- D. O-2022-47 Ordinance Approving a Rezoning to R4 for the Property at 22405 & 22371 Prairie Road (Trustee Pike) (Staff Contact: Nicole Woods)

10. Unfinished Business

11. New Business

- A. Avalon Crossing Development Improvement Agreement (Trustee Johnson) (Staff Contact: Darren Monico)

- B. Pre-Application Discussion- 41 S McHenry (NCH Outlot) (Trustee Johnson) (Staff Contact: Chris Stilling)
- C. Agreement Between Village of Buffalo Grove, Buffalo Grove Park District, and the Buffalo Grove Lincolnshire Chamber of Commerce for a Business and Craft Fair at Buffalo Grove Days 2022 (Trustee Stein, Trustee Ottenheimer) (Staff Contact: Michael Skibbe)
- D. Refer Kensington's Development of the Clove Back to the May 18, 2022 PZC Meeting (Trustee Johnson) (Staff Contact: Chris Stilling)

12. Questions From the Audience

Questions from the audience are 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 10 minutes and should be limited to concerns or comments regarding issues that are relevant to Village 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)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired. (President Sussman) (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.

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE
PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE,
ILLINOIS, MONDAY, MARCH 21, 2022**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Mike Skibbe, Deputy Village Manager/Director of Public Works; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Katie Golbach, Human Resource Management Analyst; Chris Black, Director of Finance; Evan Michel, Management Analyst; Darren Monico, Village Engineer; Tom Wisniewski, Buyer; Geoff Tollefson, Director of Golf Operations; Fire Chief Baker; and Deputy Police Chief Szos.

APPROVAL OF MINUTES

Moved by Johnson, seconded by Ottenheimer, to approve the minutes of the February 22, 2022, Rescheduled Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Moved by Weidenfeld, seconded by Smith, to approve the minutes of the March 3, 2022, Special Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Moved by Ottenheimer, seconded by Johnson, to approve the minutes of the March 7, 2022, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

WARRANT #1339

Mr. Black read Warrant #1339. Moved by, seconded by, to approve Warrant #1339 in the amount of \$4,483,003.93 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE PRESIDENT'S REPORT

There is no Village President's report tonight.

Minutes Acceptance: Minutes of Mar 21, 2022 7:30 PM (Approval of Minutes)

VILLAGE MANAGER'S REPORT

Mr. Monico noted that the Village of Buffalo Grove has been selected to receive the **Asset Management Award from the Chicago Metro Chapter of the American Public Works Association**, details of which are contained in his memo to Mr. Bragg of March 15, 2022. This award is presented to communities that realize advancement in their Asset Management (AM) system.

After reviewing their credentials, Chief Baker presented **Firefighter/Paramedic** badges from the Buffalo Grove Fire Department to Timothy Kaplan and Michael Gleeson. FF/PM Kaplan had his badge pinned on by his wife, and FF/PM Gleeson had his badge pinned on by his mother, as they were congratulated and welcomed by the audience and the Board. Both gentlemen thanked the Board and the community for the opportunity to serve the residents of Buffalo Grove.

Chief Baker reviewed the life-savine water rescue that took place on February 2, 2022, and conducted **Company Citation** presentations for the personnel that were involved in the event: Shawn Collins, Ron Two Bulls, Steve Rusin, Kyle Dalton, Dennis Quill, Scott Renshaw, Brian Potesta, Tyler Peterson, Austin Easton, Adam Schroeder, and Chad McCormick. All firefighter personnel were thanked and congratulated by the audience and the Board.

Mr. Stilling presented an update on **Village Property Maintenance** standards, after which he answered questions from the Board.

REPORTS FROM TRUSTEES

There are no reports from Trustees tonight.

CONSENT AGENDA

President Sussman explained the Consent Agenda, stating that any member of the audience or the Board could request that an item be removed for full discussion; there were no such requests. The Village Clerk read a brief synopsis of each of the items on the Consent Agenda.

Proclamation – Earth Hour

Motion to approve a Proclamation recognizing Earth Hour on March 26, 2022, from 8:30-9:30 P.M.

Shoreline Stabilization

Motion to authorize bid for Shoreline Stabilization as detailed in the memo contained in Board packets.

Contract Extensions

Motion to approve contract extensions with the following vendors:

- The second contract option with Lauterbach and Amen for audit services at a not-to-exceed amount of \$33,550.
- The third and final year contract option with Consulting Engineering, Inc. for leak detection services on an as-needed basis.
- The second and final two-year contract option with Hillside Auto Body for Towing Services. This is a pass thru charge and does not have a negative impact on the budget.
- The first two-year contract option with Fire Safety Consultants Inc, for third-party plan review. This is a pass thru charge and does not have a negative impact on the budget.

Resolution No. 2022-2 – 2022 Zoning Map

Motion to pass Resolution No. 2022-2 adopting the Village's Zoning Map as pursuant to State Statute.

Ordinance No. 2022-34 – Elevator Repairs

Motion to pass Ordinance No. 2022-34, authorizing the Waiver of Bids for Arboretum Golf Course Elevator repairs in amount not to exceed \$29,250.00.

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

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-35 – CARTEGRAPH SYSTEMS

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2022-35, authorizing execution of an Agreement with Cartegraph Systems, LLC, and the Village of Buffalo Grove for Software Support Services for a total three-and-a-half-year price in a not-to-exceed amount \$242,373.90 pending review and approval by the Village Attorney and in accordance with materials contained in Board packets.

Mr. Wisniewski reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of March 1, 2022, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-36 – WATER ANALYTICS

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2022-36, approval of the McKim & Creed water analytics agreement for maintenance, software, and analytics through water sensors, subject to review and approval by Village Attorney and in accordance with materials contained in Board packets. Based upon the scope of work the total value of this contract is a not-to-exceed amount of \$247,480.00.

Mr. Skibbe reviewed the proposed ordinance, details of which are contained in Mr. Johnson's memo to Mr. Bragg of March 17, 2022, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-37 – STORMWATER & STREET DESIGN

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2022-37, authorizing the Village Manager to execute a design engineering contract with Gewalt Hamilton Associates for the Northwood Subdivision, subject to review and approval by Village Attorney with a not-to-exceed amount of \$459,000.00, and in accordance with materials contained in Board packets.

Mr. Monico reviewed the proposed ordinance, details of which are contained in Mr. Johnson's memo to Mr. Skibbe of March 16, 2022, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-38 – NETWORK INFRASTRUCTURE IMPROVEMENTS

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2022-38, authorizing the Village Manager to purchase network equipment and support services in an amount not to exceed \$246,716.10 from Paragon Micro.

Mr. Wisniewski reviewed the proposed ordinance, details of which are contained in Mr. Robinson's memo to Mr. Bragg of March 14, 2022, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE MEETING

Moved by Stein, seconded by Smith, to move to Executive Session to discuss: **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity and Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.**

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 8:15 P.M. until 9:10 P.M.

ADJOURNMENT

Moved by Weidenfeld, seconded by Smith, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The Regular Meeting was adjourned at 9:12 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 18th DAY OF April 2022

Village President

Minutes Acceptance: Minutes of Mar 21, 2022 7:30 PM (Approval of Minutes)

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT &
BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, MONDAY, APRIL 4, 2022**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Chris Black, Finance Director; Art Malinowski, Director of Human Resources; Evan Michel, Management Analyst; Nicole Woods, Community Development Director; Kyle Johnson, Assistant Director of Public Works; Darren Monico, Village Engineer; Brett Robinson, Administrative Services Director; Police Chief Casstevens; and Fire Chief Baker.

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

PROJECT FIRE BUDDIES

Chief Baker presented a brief background and history of Project Fire Buddies.

Kurt DeGroot and FF/PM Mike Manka, further detailed the program and provided a video presentation regarding the program, as well as their own experiences as firefighters that led them to be a part of this program. The Fire Department is going to launch a Buffalo Grove chapter of Project Fire Buddies. Project Fire Buddies currently has 16 chapters, and the Buffalo Grove chapter is the first in Northern Chicagoland. The organization works with local schools, police departments, and community members to identify children with serious illnesses. The department and its firefighters make the child an honorary firefighter, visit with their fire buddies at home, play games, read books, bring gifts for special occasions, and show the kids just how special they are. It is hoped that this goal may be accomplished through corporate sponsorships, contributions, and donations. Both gentlemen then answered questions from the Board.

ASSISTANT DIRECTOR OF PUBLIC WORKS

Mr. Skibbe introduced and welcomed Jim Warnstedt as the new Assistant Director of Public Works for the Village of Buffalo Grove.

Mr. Warnstedt thanked the Village for welcoming him and noted that he is looking forward to becoming a part of the staff that services the residents of Buffalo Grove.

AWPA AWARD PRESENTATION

Mr. Monico reviewed the awards received by Buffalo Grove from the American Public Works Association, details of which are contained in his memo to Mr. Bragg of March 29, 2022.

The Commendation for Exemplary Service to Public Works was awarded to Dane Bragg; the Professional Manager of the Year Award – Transportation was awarded to Scott Fontanez; and the Professional Manager of the Year Award – Water Resources was awarded to Dave Haisma.

Minutes Acceptance: Minutes of Apr 4, 2022 7:30 PM (Approval of Minutes)

Mr. Bragg thanked Mr. Monico for his leadership, and the entire Public Works team for their efforts in working together to make these awards possible.

SNOW & ICE WRAP UP

Referring to a PowerPoint presentation, Mr. Johnson reviewed the snow and ice control program as the 2021-2022 winter season comes to an end.

ETHICS COMMISSION

Mr. Bragg reviewed his memo to the Board of March 31, 2022, regarding the policy question as to whether the Village Board should consider expanding the responsibilities of the Ethics Commission.

After Board discussion, it was determined that an ordinance amending Section 2.49 of the Municipal Code will be prepared for Board discussion.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE MEETING

Moved by Weidenfeld, seconded by Smith, to move to Executive Session to discuss: **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity and Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.** Upon roll call, Trustees voted as follows:

AYES: 5 – Stein, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

The Board moved to Executive Session from 8:22 P.M. until 10:44 P.M.

ADJOURNMENT

Moved by Smith, seconded by Johnson, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 10:45 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 18th DAY OF April 2022

Village President

**Action Item : Approval of Warrant #1340****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1340 \$4,643,606.57.

ATTACHMENTS:

- 1440 warrant summary (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, April 18, 2022

VILLAGE OF BUFFALO GROVE WARRANT #1440
18-Apr-22

General Fund:	738,304.95
Parking Lot Fund:	0.00
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	25,923.65
Capital Projects-Facilities:	16,588.85
Capital Projects-Vehicles/Equipment:	10,437.61
Capital Projects-Streets:	118,829.43
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	0.00
Water Fund:	865,008.32
Buffalo Grove Golf Fund:	109,743.43
Arboretum Golf Fund:	315,684.76
Refuse Service Fund:	74,927.00
Information Technology Internal Service Fund:	201,768.78
Central Garage Internal Service Fund:	66,343.63
Building Maintenance Internal Service Fund:	112,608.57
	<u>2,656,168.98</u>
PAYROLL PERIOD ENDING 03/27/2022	996,898.27
PAYROLL PERIOD ENDING 04/10/2022	990,539.32
	<u>1,987,437.59</u>
TOTAL WARRANT #1440	<u><u>4,643,606.57</u></u>

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

 Village Clerk

 Village President

Attachment: 1440 warrant summary (Approval of Warrant #1340)



**Information Item : Discussion Regarding Humanitarian and
Community Support for Eastern Europe**

Recommendation of Action

Staff recommends discussion.

Staff will present an overview of the actions that other municipalities and community groups have taken to support those who have been affected by the events in Eastern Europe.

Trustee Liaison

Sussman

Staff Contact

Evan C Michel, Office of the Village Manager

Monday, April 18, 2022	
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**Information Item : Police Department's Therapy Dog - Gus****Recommendation of Action**

Staff recommends presentation

Chief Steven Casstevens and Police Social Worker Brittany Wilson will be introducing the department's new police therapy dog 'Gus.'

ATTACHMENTS:

- Board Memo - Therapy Dog - Updated (PDF)

Trustee Liaison
Stein

Staff Contact
Steven Casstevens, Police

Monday, April 18, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 25, 2022

TO: Dane C. Bragg, Village Manager

FROM: Deputy Chief Michael Szos/Steven R. Casstevens, Chief of Police

SUBJECT: Police Department Therapy Dog

The Buffalo Grove Police Department would like to publicly announce the addition of the agency's new therapy dog 'Gus'. The four-year old White Labrador Retriever Standard Poodle Mix will work with the department's Police Social Worker (PSW), Brittany Wilson, to make positive connections in the community. Therapy dogs assist with public relations and community engagement in addition to helping with victim's advocacy, mental health, and trauma response. The function of a therapy dog is to provide interaction and connection during stressful events. This interaction reduces anxiety and increases communication between victims/witnesses and the police department. This modality will provide comfort for people during times of crisis, and will provide aid and comfort to individuals, groups, and communities impacted by violence, tragedy or traumatic events. A therapy dog is also a highly effective tool for helping police officers and other first responders deal with the stress and impact of what they experience on the job daily.

PSW Brittany Wilson first proposed the idea of adding a therapy dog to the police department in April 2018. She discovered a non-profit organization, KSDS Assistance Dogs, who would provide a fully trained therapy dog in addition to handler training at no cost. PSW Wilson received approval to submit her application and was placed on a waiting list. At the time it was projected she would have the dog in early 2021. Due to COVID and other factors, the original organization was unable to fulfill the request. PSW Wilson then connected with the Brevard County Sheriff's Office and applied for their therapy dog program.

PSW Wilson was selected to attend the December Paws & Stripes® College Program in Cocoa Beach, Florida. This is a free program which was started by the Brevard County Sheriff's Office in 2006. It pairs trained and carefully selected jail inmates with shelter dogs who are specifically trained as law enforcement therapy dogs. All dogs selected receive basic obedience training and are screened for temperament and behavioral characteristics. The program is geared towards citizens that would benefit from the companionship of a canine friend. PSW Wilson attended the 40-hour advanced training course with Gus and became certified as a Nationally Registered Therapy Dog Team.

PSW Wilson has received financial support from the Wheeling Target, food from Page's Healthy Paws in Lake Zurich, along with securing discounted veterinary services from the Animal Care Center at 600 McHenry Road, Buffalo Grove. In addition, TOPS Kennel in Grayslake has been very gracious and is continuing to work with PSW Wilson and Gus for continued training.

Gus will be formally introduced at the April 18th Village Board meeting. A press release and social media post will also be distributed to advertise the therapy dog program.



Information Item : Special Olympics Presentation

Recommendation of Action

Staff recommends presentation.

The Special Olympics Illinois' Director of Development Katie Risley will making a presentation to the police department for their fundraising efforts from 2021.

Trustee Liaison

Smith

Staff Contact

Steven Casstevens, Police

Monday, April 18, 2022	
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**Information Item : Public Hearing- Annexation Agreement for 22405
& 22371 Prairie Road**

Recommendation of Action

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

THG Holdings is looking to redevelop 2 acres of unincorporated property at 22371 & 22405 N Prairie Road. The plan proposes to rezone the property into R4 residential district, resubdivide the property into six single-family lots for future single-family homes. The property is currently improved with two residential properties.

ATTACHMENTS:

- BOT Memo Regarding Public Hearing (DOCX)
- Annexation Agreement (DOCX)
- Exhibit B Plat of Annexation (PDF)
- Exhibit C Plat of Dedication (PDF)
- Exhibit E Conceptual Site Plan (PDF)
- Exhibit D Plat of Subdivision (PDF)
- Exhibit F Preliminary Engineering (PDF)
- Exhibit G Landscape Plan (PDF)
- Exhibit H Elevations and Renderings (PDF)
- Exhibit I Sample DIA (DOCX)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Monday, April 18, 2022

VILLAGE OF BUFFALO GROVE



DATE: April 14, 2022

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development

SUBJECT: **Public Hearing** Regarding an Annexation Agreement for 22371 & 22405 N Prairie Road

BACKGROUND

THG Holdings is looking to redevelop two acres of unincorporated property at 22371 & 22405 N Prairie Road. The property is currently improved with two residential properties. The plan proposes to rezone the property into R4 residential district, re-subdivide the property into six single-family lots for future single-family homes. As proposed, the project requires annexation with a rezoning to R-4 One-Family Dwelling District, a Preliminary Plan, and a Plat of Subdivision.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

On April 6, 2022, the PZC unanimously recommended approval of rezoning to R-4 One-Family Dwelling District, a Preliminary Plan, and a Plat of Subdivision. Staff concurs with this recommendation.

PUBLIC HEARING COMMENTS

One resident came out during the Public Hearing on April 6, 2022 and expressed questions and concerns regarding the size of the proposed lots, overhead wiring, construction, and traffic and noise that would be generated by the construction of the project. Minutes and the staff report from the April 6, 2022 PZC meetings can provide further detail on public comment and information regarding the project.

ANNEXATION AGREEMENT

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

1. 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.
2. The Developer shall pay a cash contribution to School Districts 102 and 125 in accordance with Title 19 of Village Code.
3. The Developer shall pay an annexation fee of \$1,500 per residential unit.

ACTION REQUESTED

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

3/29/2022

ANNEXATION AGREEMENT

**Dahlen Management Group, Inc., as Owner and
THG Holdings LLC-Series E, as Developer
22371 and 22405 N. Prairie Road**

This agreement (hereinafter referred to as the "**Agreement**") is made and entered into this _____ day of _____, 2022, 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 THG Holdings LLC- Series E, an Illinois series limited liability company, 747 Lake Cook Road, Suite 100W, Deerfield, IL 60015, (hereinafter referred to as "**Developer**") and Dahlen Management Group, Inc., an Illinois corporation (hereinafter referred to as "**Owner**").

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 has filed a petition for annexation into the Village of a certain tract of property (hereinafter referred to as the "**Property**") comprising 2 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, is attached hereto as **EXHIBIT B**, which depicts a total area of 2 acres to be annexed; and

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

WHEREAS, Owner and Developer desire to annex the Property pursuant to the provisions and regulations applicable to the R-4 one-family Dwelling District of the Village Zoning Ordinance, including the construction and occupancy of six (6) single family residences on the Property; and,

WHEREAS, Developer desires and proposes pursuant to the provisions and regulations applicable to the R-4 District of the Village Zoning Ordinance, to develop the Property in accordance with and pursuant to a certain Final Plat of Subdivision prepared by R.E. Allen and Associates, Ltd. ("**R.E. Allen**") dated as last revised December 22, 2021 attached hereto as **EXHIBIT D** and a certain Preliminary Engineering Plan prepared by Pearson Brown & Associates, Inc. ("**Pearson Brown**") dated January 7, 2022 attached hereto as **EXHIBIT F** and a Conceptual Site Plan prepared by Pearson Brown dated September 24, 2021 attached hereto as **Exhibit E**, and a Plat of Dedication to Lake County for Public Roadway Purposes prepared by R.E. Allen dated January 13, 2022 attached hereto as **EXHIBIT C** and subject to all other exhibits attached hereto or incorporated by reference herein (hereinafter collectively referred to as "**Preliminary Plan**"). Said development of the Property shall consist of 6 single-family homes 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-4 District and the "Preliminary Plan"; 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 Owner and Developer 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-4 one-family Dwelling 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-4 District, 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 Final Plat of Subdivision and "Preliminary Plan" and other exhibits attached hereto or incorporated by reference herein.

5. Approval of Plans. The Corporate Authorities hereby approve the Final Plat of Subdivision (**EXHIBIT D**) and other Exhibits pursuant to the provisions of the Development

Ordinance. The Corporate Authorities agree to approve a Development Plan (including the Final Plat of Subdivision) 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
- 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 Owner and Developer agree 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 and that Developer shall be granted a six (6) month grace period from the effective date of such new ordinances, amendments and rules and regulations. 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 subject to the six (6) month grace period. Notwithstanding the foregoing, the Village shall not apply new ordinances or regulations to the Property which would reduce the density for six (6) single family homes as set forth in the "Preliminary Plan".

7. Amendment of Plan. If the Developer desire to make material changes to the Plat of Subdivision, or Exhibits, as herein approved, the parties agree that such material changes to the Final Plat of Subdivision or Exhibits may require, if the Village so determines in their sole discretion, 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 Final Plat of Subdivision. 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 Final Plat of Subdivision and Exhibits. 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 and that Developer shall be granted a six (6) month grace period from the effective date of approval of any building fee increase. 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 reasonable expenses incurred by the use of consultants in the review and inspection of the development from time to time.

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 F 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 Final Plat of Subdivision. 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 single-family residences 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 sanitary sewers as may be necessary to service the Property, in accordance with EXHIBIT F. 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 F. 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. Intentionally Deleted.

13. Payment of Recapture Fees Owed. Any amount of recapture required to be paid by this Property is identified on Exhibit J and shall be due and payable to the Village at such time set forth in Exhibit J.

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 I**) 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	Plat of Dedication
EXHIBIT D	Final Plat of Subdivision
EXHIBIT E	Conceptual Site Plan
EXHIBIT F	Preliminary Engineering Plan
EXHIBIT G	Landscape Plan
EXHIBIT H	Sample Elevations with additional available options
EXHIBIT I	Sample Development Improvement Agreement
EXHIBIT J	Recapture Fees
EXHIBIT K	Preliminary Plan

16. Annexation Fee. Developer agrees to pay an annexation fee of \$1,500 per residential unit for the 6 residential units, which fee shall be payable pro rata at issuance of building permits for each residential unit. 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 Village acknowledges that Developer will be constructing semi-custom homes. The Sample Elevations and available options for homebuyers attached as Exhibit H shall not be deemed to limit or constitute the elevations that shall be selected by homebuyers for the semi-custom homes to be constructed on the Property. The Final Elevations selected for each semi-custom home on the Property shall be submitted to the Village Manager for approval and at the direction of the Village Manager approval by the Appearance Review Team (ARI). In no event shall Final Elevations for each semi-custom home on the Property require approval by the Planning and Zoning Commission or the Village Board of Trustees provided consistent with this Agreement.

18. Intentionally Deleted.

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 on a per unit basis at the time of issuance of a building permit for conveyance to School Districts 102 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, said rooms have closets and 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. 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.

24. 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 therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

25. 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 the assignee of the Buyer under contract to purchase the Property from Owner, with a closing date on or before December 1, 2022 after

the Village has approved this Agreement. As such, the Village acknowledges that, upon closing, THG Holdings LLC - Series E, or an entity which controls, is controlled by or is under common ownership with THG Holdings LLC - Series E 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 1, 2022, all rights and benefits of this Agreement and the approved Annexation Ordinance, Rezoning Ordinances and all related ordinances approving the development of the Property shall not be given to, or binding on the Owner and/or the Property and this Agreement shall be null and void. 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.

26. 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.

27. 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:	Dahlen Management Group, Inc. 160 Ironwood Court Buffalo Grove, IL 60089 Attention: John Dahlen
Copy to:	Peter N. Weil Peter N. Weil & Associates 175 Olde Half Day Road, Suite 134 Lincolnshire, IL 60069

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If to Developer: THG Holdings LLC - Series E
747 Lake Cook Road
Suite 100W
Deerfield, IL 60015
Attention: Derick B. Goodman

Copy to: Deborah T. Haddad
Haddad Law Firm LLC
300 Knightsbridge Parkway
Suite 121
Lincolnshire, IL 60069

If to Village: Village Manager
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Copy to: Patrick Brankin
Schain, Banks, Kenny & Schwartz, Ltd.
70 W. Madison, Suite 2300
Chicago, IL 60602

28. Default.

(a) 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 Residential Estate 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 Residential Estate District.

(b) In addition to sub-paragraph 28(a) above, it is recognized by the parties hereto that there are obligations and commitments set forth herein which are to be performed and provided by the Developer not by the Owner. The Village agrees that the Owner as such is exculpated from any liability or obligation to perform the commitments and obligations of the Developer set forth herein and that the Village will look solely to the Developer for such performance. It is understood and agreed that Developer shall not have obligations under this Annexation Agreement until Developer acquires the Property. In the event that Developer does not acquire the Property, neither Owner or Developer shall be obligated by this Annexation Agreement and this Annexation Agreement shall become null and void without further action of the parties. Developer shall provide the Village Manager with notice within ten (10) days after Developer has closed on the acquisition of the Property.

29. Litigation.

- i. 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.
- ii. 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 and failure to timely cure such default.
- iii. The 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 Developer is responsible.

30. Indemnification Concerning Recapture. The Developer shall indemnify, defend and save harmless the Village, its officers, agents and employees, from any and all actions, claims or demands arising out of the existence, terms, administration, enforcement or attempted enforcement of any provision concerning recapture in this Agreement. The Developer shall prosecute or defend any action, proceeding or cause, legal or otherwise, that may arise out of the existence, terms, administration, enforcement or attempted enforcement of any provisions concerning recapture in this Agreement. The Developer will hold the Village, its officers, agents, and employees, free and harmless from any costs, fees (including attorney's fees and expenses) or judgments which the Village, its officers, agents or employees may incur or become liable for pursuant to any such action, claim or cause. The Village shall endeavor in good faith to enforce the provision of the recapture provisions hereof and to collect the recapture as established herein. However, the parties recognize the possibility of omissions or errors, and it is agreed that the Village shall not be liable in any way in the event that it shall fail, for any reason whatsoever, to collect or enforce the payment of said recapture as established herein. The Village's obligation is limited to the amount or amounts actually collected pursuant to the provisions of this Agreement.

31. 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. Developer represents and warrants that there is no mortgagee, lien holder or holder of any security interest affecting title to the Property or any part thereof.

- 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 Long Grove 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 Developer within sixty (60) days of the date of this Agreement.

32. 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 Property.

33. 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.

34. 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.

35. Developer Obligations

- a. The proposed development of six-single family residential units shall conform to the plans and conditions provided in this Agreement and in the Rezoning Ordinance.
- b. Final engineering shall be subject to the review and approval of the Village.
- c. Final landscape plan shall be subject to the review and approval of the Village.

d. The final plat of subdivision is acceptable to the Village.

36. Spec Single Family Residence. Village agrees to permit Developer to construct and maintain a spec single family residence on the Property.

37. Foundation Permits. At the request of Developer, foundation permits will be issued by the Village (i) upon recording the Final Plat of Subdivision, (ii) execution of the Annexation Agreement and Development Improvement Agreement by the Developer and the Village, (iii) the Property has access to fire hydrants, and (iv) the foundation permits are in conformance with the "Preliminary Plan".

38. Security. In no event shall Developer be required to deposit security for public and/or private site improvements with the Village in the event Developer is required to deposit security with any other governmental entity for such improvements to avoid a duplication of any deposit for security by Developer.

IN WITNESS WHEREOF, the Corporate Authorities and Owner/Developer 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.

[Remainder of this page is intentionally blank – signature page follows]

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VILLAGE OF BUFFALO GROVE

By: _____
 Beverly Sussman, Village President

ATTEST:

By: _____
 VILLAGE CLERK

DEVELOPER:

THG Holdings LLC, Series E,
 an Illinois series limited liability company

By: _____
 Derick B. Goodman, Manager
 Printed Name and Position

OWNER:

Dahlen Management Group, Inc.,
 an Illinois corporation

By: _____
 John Dahlen, President
 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

Attachment: Annexation Agreement (Public Hearing- Annexation Agreement for 22405 & 22371 Prairie Road)

EXHIBIT A**Legal Description****PARCEL 1:**

LOT 4 (EXCEPT THE EAST 330.0 FEET THEREOF) IN BILICK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 1A:

LOT 4 (EXCEPT THE EAST 290.0 FEET THEREOF) IN BILICK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 330 FEET OF LOT 3 IN BILICK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT SAINT MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956 AS DOCUMENT 912118, IN BOOK 1453 OF RECORDS, PAGE 458, IN LAKE COUNTY, ILLINOIS.

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EXHIBIT B

Plat of Annexation

Attachment: Annexation Agreement (Public Hearing- Annexation Agreement for 22405 & 22371 Prairie Road)

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EXHIBIT C

PLAT OF DEDICATION

Attachment: Annexation Agreement (Public Hearing- Annexation Agreement for 22405 & 22371 Prairie Road)

20

EXHIBIT D

FINAL PLAT OF SUBDIVISION

Attachment: Annexation Agreement (Public Hearing- Annexation Agreement for 22405 & 22371 Prairie Road)

EXHIBIT E
CONCEPTUAL SITE PLAN

22

EXHIBIT F

PRELIMINARY ENGINEERING PLAN

Attachment: Annexation Agreement (Public Hearing- Annexation Agreement for 22405 & 22371 Prairie Road)

23

EXHIBIT G

LANDSCAPE PLAN

Attachment: Annexation Agreement (Public Hearing- Annexation Agreement for 22405 & 22371 Prairie Road)

EXHIBIT H

**SAMPLE ELEVATIONS AND ADDITIONAL OPTIONS
FOR SELECTION BY HOMEBUYER**

EXHIBIT I

SAMPLE DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT J**RECAPTURE FEES**

The total recapture fee is \$1,876.99 for all of the Property payable to the Village by Developer on May 2, 2022

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EXHIBIT K

PRELIMINARY PLAN

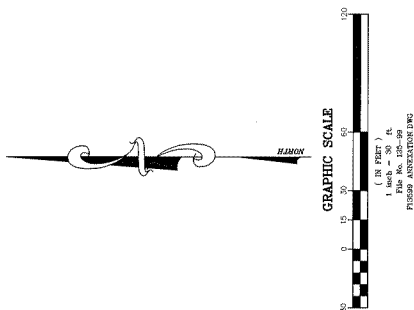
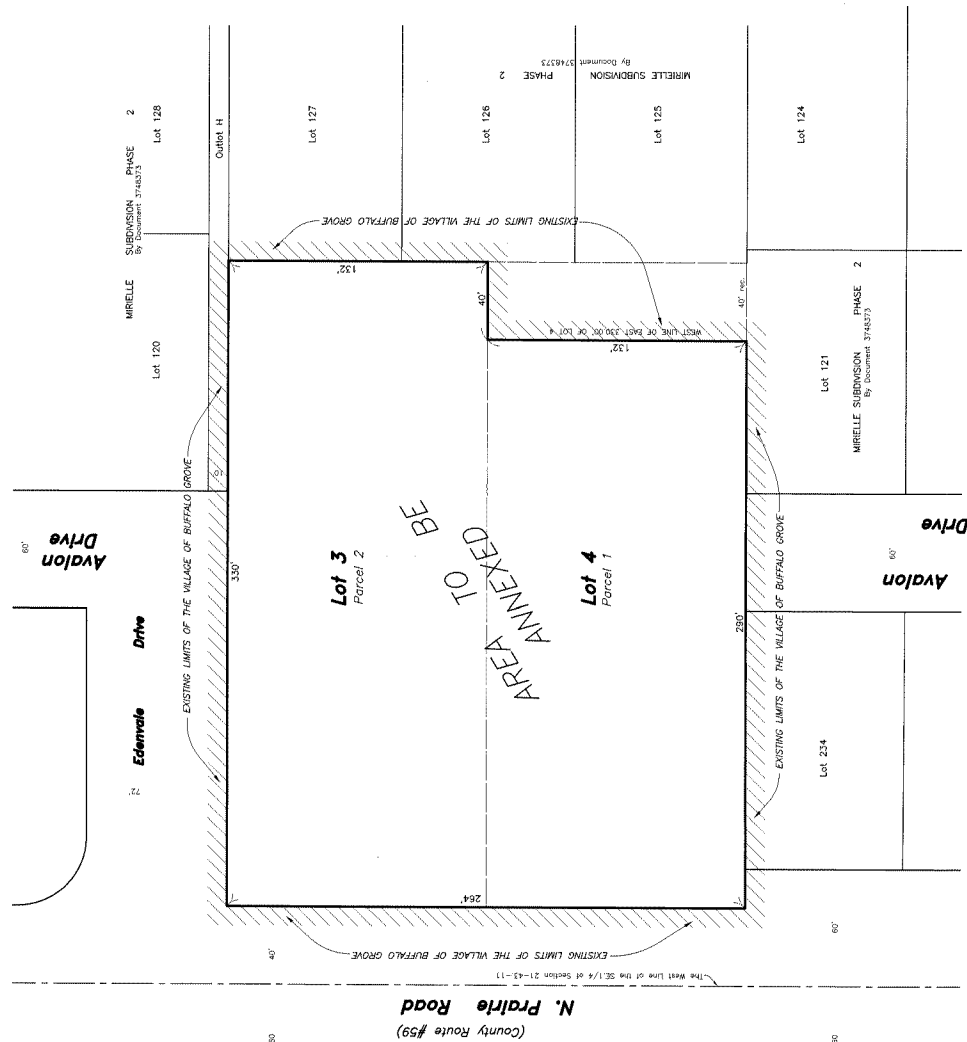
EXHIBITS C, D, E AND F COLLECTIVELY REFERRED TO AS PRELIMINARY PLAN

Attachment: Annexation Agreement (Public Hearing- Annexation Agreement for 22405 & 22371 Prairie Road)

THE PREMISES COMMONLY KNOWN AS:
222371 & 22405 N. PRAIRIE ROAD, PRAIRIE VIEW, IL 60069
PARCEL AREA = 2.003 ACRES, 87,125 S.F.
PINS: 15-21-401-008
15-21-401-010

PARCEL 1:
LOT 4 (EXCEPT THE EAST 330.0 FEET THEREOF) IN BILLICK'S ACRES, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, RANGE 12 WEST, OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE EASTWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THE WEST 330 FEET OF LOT 3 IN BILBICK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST 1/4, RANGE 11E, T8N, R11E, SEC. 21, T43N, R11E, S43, LIT. 167, BEING THE SAME AS AND EXCEPTING THEREFROM THE THIRD PRINCIPAL MERIDIAN (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT SAINT MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956 AS DOCUMENT 912118, IN BOOK 453 OF RECORDS, PAGE 455, IN LAKE COUNTY, ILLINOIS.

STATE OF ILLINOIS
COUNTY OF LAKE

BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT OF ANNEXATION FROM EXISTING RECORDS AS OF THIS DATE AND THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID ANNEXATION.

DATED AT GRAYSLAKE, ILLINOIS THIS 17TH DAY OF
JANUARY, A.D. 20 22.

ILLINOIS PROFESSIONAL LAND SURVEYOR
MY LICENSE EXPIRES 11-30-22
PROFESSIONAL DESIGN FIRM NO. 1B4-002732



FIELDWORK COMPLETED: 12-22-2021
 CLIENT NAME: THG Holdings LLC - Series E
 ADDRESS: 747 Lake Cook Road, Suite 100W
 Deerfield, IL 60015

NOTES:
PLAY IS VOID if the Impressed Surveyors Seal does not appear.
Only those Building Lines or Easements shown on a Recorded
Subdivision Plat or from a Recorded Document are shown
hereon, check local ordinances before building.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

PLAT OF DEDICATION TO THE COUNTY OF LAKE FOR PUBLIC ROADWAY PURPOSES

AFter RECORding, RETURN TO:
LAKE COUNTY DIVISION OF
TRANSPORTATION
600 W WEST WINCHESTER ROAD
LIBERTYVILLE, IL 60048

Platbook Pg. 44

PARCEL 1: THE WEST 20 FEET OF LOT 4 IN BILLYCK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THE WEST 20 FEET OF LOT 3 IN BILLYCK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956 AS DOCUMENT 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

METES AND BOUNDS:
THAT PART OF LOTS 3 AND 4 IN BILLYCK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3, THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET; THENCE SOUTH 90 DEGREES 15 MINUTES 58 SECONDS WEST, PARALLEL WITH THE WEST LINES OF SAID LOTS 3 AND 4, A DISTANCE OF 264.00 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 90 DEGREES 15 MINUTES 58 SECONDS EAST, ALONG THE WEST LINES OF SAID LOTS 3 AND 4, A DISTANCE OF 264.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

OWNERS CERTIFICATE

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

THIS IS TO CERTIFY THAT THE HOLDINGS LLC - SERIES E, AN ILLINOIS SERIES LIMITED LIABILITY COMPANY IS THE OWNER OF THE LAND DESCRIBED IN THE ACCOMPANYING PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR STREETS, ALLEYS, AND OTHER THROUGHLINKS AND HEREBY ALSO RESERVES FOR THE ABT TELEPHONE COMPANY, NORTH SHORE, ILL. COMCAST AND COMCAST THE EASEMENT PROVISIONS WHICH ARE SET ON THEIR STANDARD FORM.

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

SIGNED:

DERICK B. GOODMAN - MANAGER

PRINTED NAME AND TITLE

ADDRESS:

NOTARY PUBLIC

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

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCHEERY) S.S.

PROPERTY DESCRIBED HEREON UNDER MORTGAGE DATED _____, HEREBY CERTIFIES THAT AS MORTGAGEE OF THE PROPERTY DESCRIBED HEREON UNDER MORTGAGE DATED _____, AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS ON _____, IT CONSENTS TO THE DEDICATION AND SUBDIVISION AS HEREON DRAWN.

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

BY:

TITLE:

ATTEST:

TITLE:

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCHEERY) S.S.

COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF _____, A.D. 20____.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

COUNTY ENGINEER

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

THIS DEDICATION HEREBY ACCEPTED FOR PUBLIC ROAD PURPOSES THIS _____ DAY OF _____, 20____.

SIGNED:

COUNTY ENGINEER

COUNTY CLERK CERTIFICATE

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

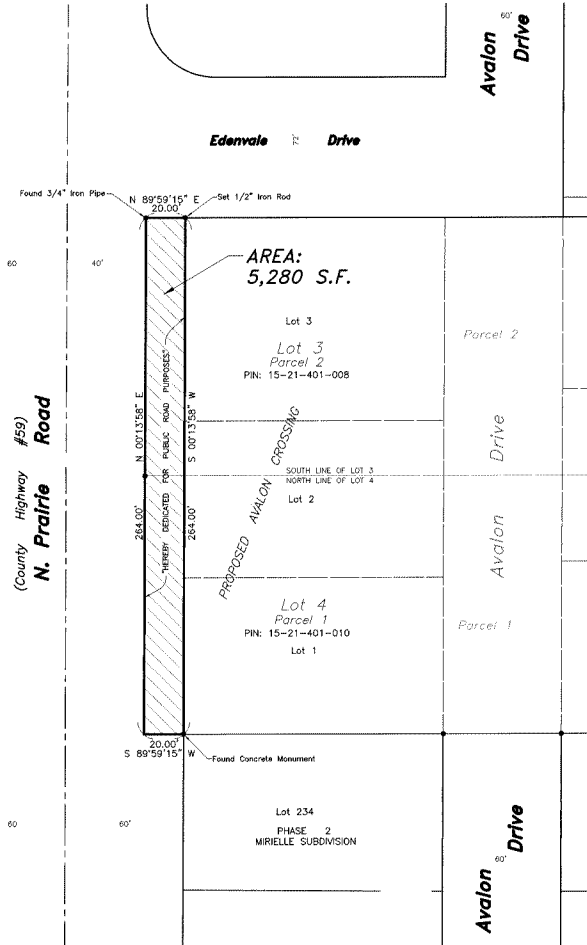
I, _____, COUNTY CLERK OF LAKE COUNTY, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

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

COUNTY CLERK

COUNTY CLERK



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

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

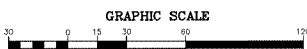
ALL DISTANCES ARE IN FEET AND DECIMAL PART THEREOF.

DATED THIS 12TH DAY OF JANUARY, A.D. 20 22.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616

MY LICENSE EXPIRES 11-30-24.

PROFESSIONAL DESIGN FIRM NO. 184-002732.



(IN FEET)

1 inch = 30 ft.

File No. 67-16

PLAT DEDICATION DWG

FIELDWORK COMPLETED:

CLIENT NAME: THE HOLDINGS LLC - Series E

ADDRESS: 747 Lake Cook Road, Suite 100

Greensboro, IL 60015

NOTES:
PLAT IS VOID IF THE IMPRESSED SURVEYOR'S SEAL DOES NOT APPEAR.
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat AT ONCE report any discrepancies which you may find.

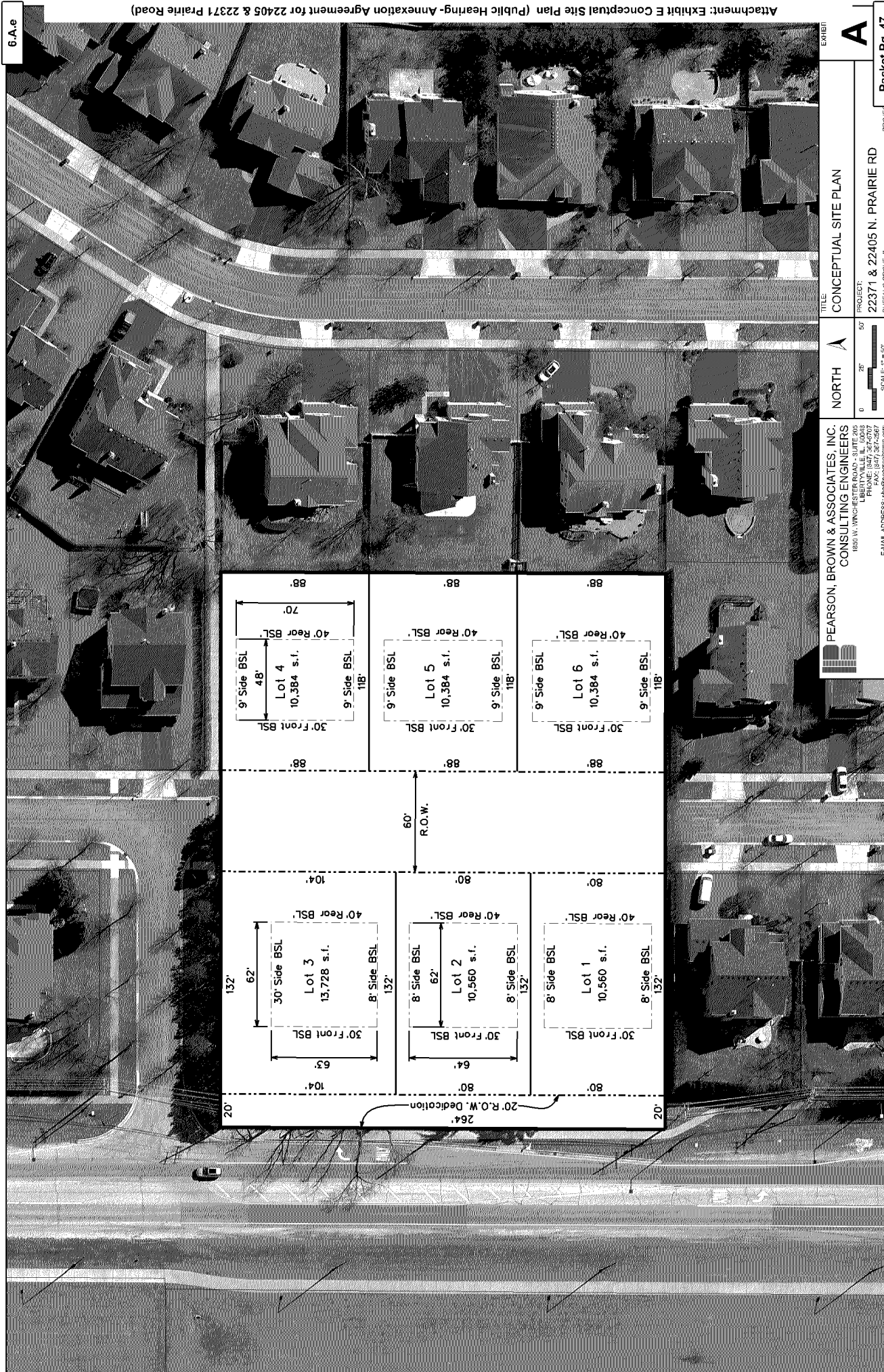
R.E. ALLEN AND ASSOCIATES, LTD.

PROFESSIONAL LAND SURVEYORS

1015 N. CORPORATE CIRCLE, SUITE C

GRAYSLAKE, ILLINOIS 60035

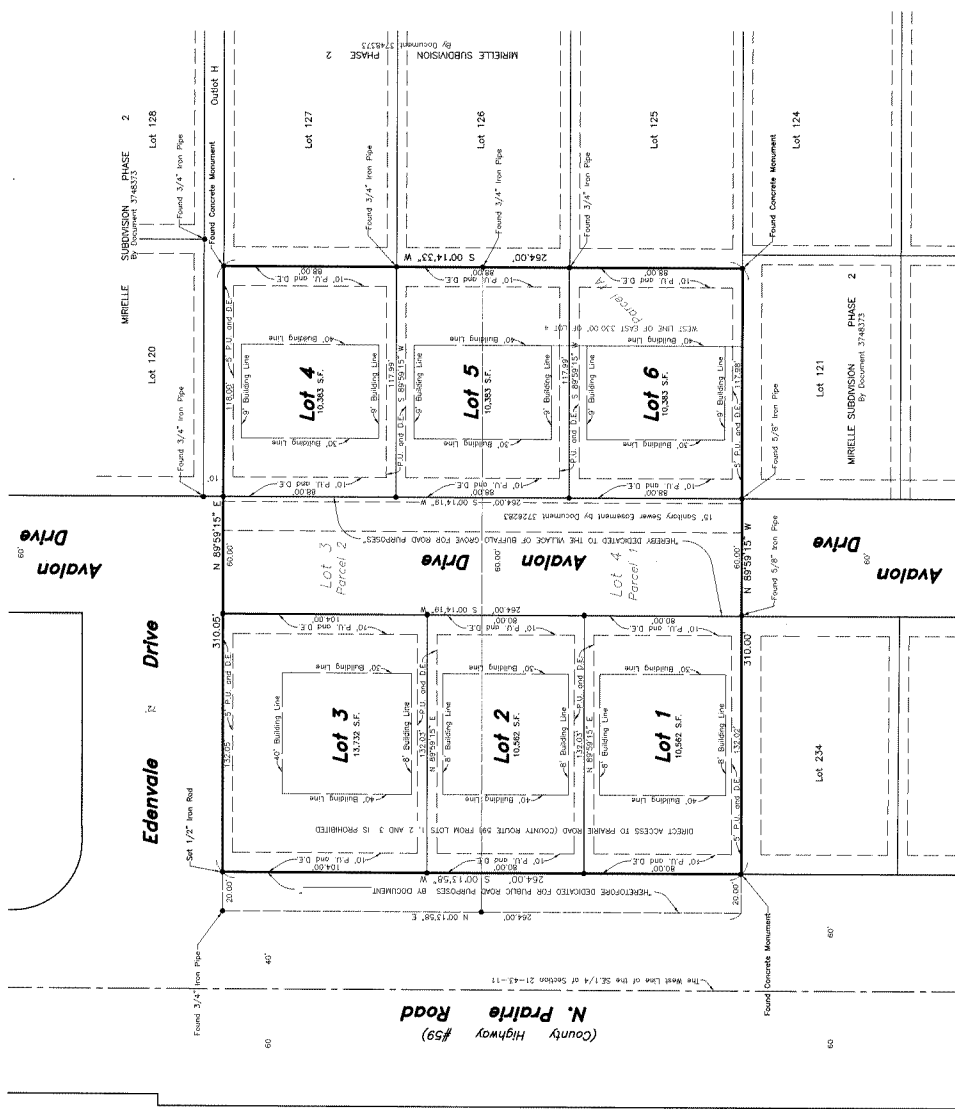
PHONE: 847-223-0914 FAX: 847-223-0980



FINAL PLAT OF
AVALON CROSSING

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE
SECTION 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
LAKE COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
22371 & 22405 N. PRAIRIE ROAD, PRAIRIE VIEW, IL 60069
PARCEL JUDG. NO. 15-21-401-001
P.N. 15-21-401-001
15-21-401-010
15-21-401-012



P.U. and D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

FIELDWORK COMPLETED: 12-22-2021
CLIENT NAME: DUE INSURE, LLC - SECT 11
ADDRESS: 22371 & 22405 N. PRAIRIE ROAD, PRAIRIE VIEW, IL 60069
DURHAM, IL 60013
NOTES:
BLAT IS VOID if not Improved Surveyors Seal does not appear.
Only these Building Lots or Easements shown on a Blotting Subdivision
may be used for any other purpose without the written consent of the
surveyor and the owner of the land.
RE: ALLEN AND ASSOCIATES, LTD.
N. CORPORATE CIRCLE, SUITE C
1015 GARDEN GROVE, GARDEN GROVE, IL 60131
PHONE: 847-223-0814 FAX: 847-223-0885

BUFFALO GROVE, ILLINOIS

LOCATION MAP - NORTH

The map displays a network of streets including Main St, 1st St, 2nd St, 3rd St, 4th St, 5th St, 6th St, 7th St, 8th St, 9th St, 10th St, 11th St, 12th St, 13th St, 14th St, 15th St, 16th St, 17th St, 18th St, 19th St, 20th St, 21st St, 22nd St, 23rd St, 24th St, 25th St, 26th St, 27th St, 28th St, 29th St, 30th St, 31st St, 32nd St, 33rd St, 34th St, 35th St, 36th St, 37th St, 38th St, 39th St, 40th St, 41st St, 42nd St, 43rd St, 44th St, 45th St, 46th St, 47th St, 48th St, 49th St, 50th St, 51st St, 52nd St, 53rd St, 54th St, 55th St, 56th St, 57th St, 58th St, 59th St, 60th St, 61st St, 62nd St, 63rd St, 64th St, 65th St, 66th St, 67th St, 68th St, 69th St, 70th St, 71st St, 72nd St, 73rd St, 74th St, 75th St, 76th St, 77th St, 78th St, 79th St, 80th St, 81st St, 82nd St, 83rd St, 84th St, 85th St, 86th St, 87th St, 88th St, 89th St, 90th St, 91st St, 92nd St, 93rd St, 94th St, 95th St, 96th St, 97th St, 98th St, 99th St, 100th St. The 'SUBJECT PROPERTY' is located on Main St, between 1st St and 2nd St. A scale bar at the bottom left indicates distances in feet (0, 100, 200, 300, 400, 500, 600, 700, 800, 900, 1000).

1.	COVER SHEET
2.	SPECIFICATIONS AND NOTES
3.	EXISTING CONDITIONS
4.	DEMOLITION PLAN
5.	GEOMETRICS PLAN
6.	GRADING PLAN
7.	EROSION CONTROL PLAN
8.	EROSION NOTES & DETAILS
9.	UTILITY PLAN
10.	PRAIRIE RD R.O.W. IMPROVEMENTS
11.	DETAILS
12.	DETAILS

L0.1 COVER SHEET
L1.0 TREE PRESERVATION & REMOVAL PLAN
L2.0 LANDSCAPE PLAN

EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED
SANITARY SEWER	FORCE MAIN		STORM SEWER		V.C. STORM SEWER		CULVERT
	DRAIN TILE		WATER MAIN		TRENCH BACKFILL		MANHOLE
	CURB DRAIN		INLET		YARD DRAIN		INLET MANHOLE
	FLARED END SECTION		LIFT STATION		CLEAN-OUT		METER VAULT
	VALVE VAULT		VALVE VAULT		VALVE VAULT		VALVE VAULT
	BUFFALO BOX		FIRE HYDRANT		CONDUIT		CROSSINGS
	GREASE BASIN		GAS MAIN		ELECTRIC CABLE		TELEPHONE CABLE
	TELEPHONE CABLE		TELEPHONE CABLE		TELEPHONE CABLE		TELEPHONE CABLE
	STREET LIGHT		UTILITY POLE		PEDESTAL		GAS VALVE
	ELECTRIC BOX		TELEPHONE MANHOLE		FIBER OPTIC MANHOLE		FIBER OPTIC MANHOLE
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	FIBER OPTIC MANHOLE		FIBER OPTIC MANHOLE				

CONTACT JULIE AT 8-1-1 OR 800-892-4123 For Building Permits With the following: City/Township: <u>Buffalo Grove/Vernon Hills</u> County: <u>Lake</u> Sub: <u>SE 14</u> Sec: <u>21</u> SE <u>1/4</u> Call 2 working days BEFORE YOU DIG.		DATE ISSUED 1 2 3 4 5 6 7 8 9 10 11 12		REVISIONS 1 2 3 4 5 6 7 8 9 10 11 12		ORIGINAL, REUSE DATE: 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		PERMIT 1 2 3 4 5 6 7 8 9 10 11 12		NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		SHEET NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		REVISIONS 1 2 3 4 5 6 7 8 9 10 11 12		ORIGINAL, REUSE DATE: 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		PERMIT 1 2 3 4 5 6 7 8 9 10 11 12		NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		SHEET NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		REVISIONS 1 2 3 4 5 6 7 8 9 10 11 12		ORIGINAL, REUSE DATE: 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		PERMIT 1 2 3 4 5 6 7 8 9 10 11 12		NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		SHEET NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		REVISIONS 1 2 3 4 5 6 7 8 9 10 11 12		ORIGINAL, REUSE DATE: 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		PERMIT 1 2 3 4 5 6 7 8 9 10 11 12		NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		SHEET NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		REVISIONS 1 2 3 4 5 6 7 8 9 10 11 12		ORIGINAL, REUSE DATE: 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		PERMIT 1 2 3 4 5 6 7 8 9 10 11 12		NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		SHEET NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		REVISIONS 1 2 3 4 5 6 7 8 9 10 11 12		ORIGINAL, REUSE DATE: 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		PERMIT 1 2 3 4 5 6 7 8 9 10 11 12		NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		SHEET NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		REVISIONS 1 2 3 4 5 6 7 8 9 10 11 12		ORIGINAL, REUSE DATE: 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		PERMIT 1 2 3 4 5 6 7 8 9 10 11 12		NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		SHEET NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		REVISIONS 1 2 3 4 5 6 7 8 9 10 11 12		ORIGINAL, REUSE DATE: 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		PERMIT 1 2 3 4 5 6 7 8 9 10 11 12		NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		SHEET NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		REVISIONS 1 2 3 4 5 6 7 8 9 10 11 12		ORIGINAL, REUSE DATE: 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12		PERMIT 1 2 3 4 5 6 7 8 9 10 11 12		NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		SHEET NUMBER 1 2 3 4 5 6 7 8 9 10 11 12		DATE: 1 2 3 4 5 6 7 8 9 10 11 12	
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THG HOLDINGS LLC - SERIES E
747 LAKE COOK RD. SUITE 100 W. DEERFIELD, ILLINOIS, 00015, (312) 200-4672

 PEARSON, BROWN & ASSOCIATES, INC.

A PROFESSIONAL DESIGN FIRM - ILLINOIS PROFESSIONAL ENGINEERING CORPORATION - LICENSE NUMBER 154-001056 EXPIRES 04/30/23
1850 W. WINCHESTER ROAD - SUITE 205, LIBERTYVILLE, ILLINOIS 60048 (847) 367-6707

SOURCE BENCHMARK:
LAVE COUNTY BENCHMARK DESIGNATION 2-51AR.
SOUTHEAST FLANGE BOLT OF FIRE HYDRANT LOCATED ON THE SOUTH SIDE
OF APTAKSIC ROAD AT INTERSECTION OF APTAKSIC ROAD AND EXTENSION
OF BR 2 (LITTLE ROCK).
CITY OF BR 2 (LITTLE ROCK).

SITE BENCHMARK:
CUT CROSS IN WEST SIDE OF CONCRETE WALK APPROXIMATELY 25-FT NORTH
OF THE SOUTH-WEST CORNER OF THE SUBJECT PROPERTY.

PROPERT ADDRESS:
22371 & 22405 N. PRAIRIE ROAD
DRAQUE VIEW IL 60060

15-21-401-008
15-21-401-010
15-21-401-012

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

THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS DEVELOPMENT.

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REVISIONS

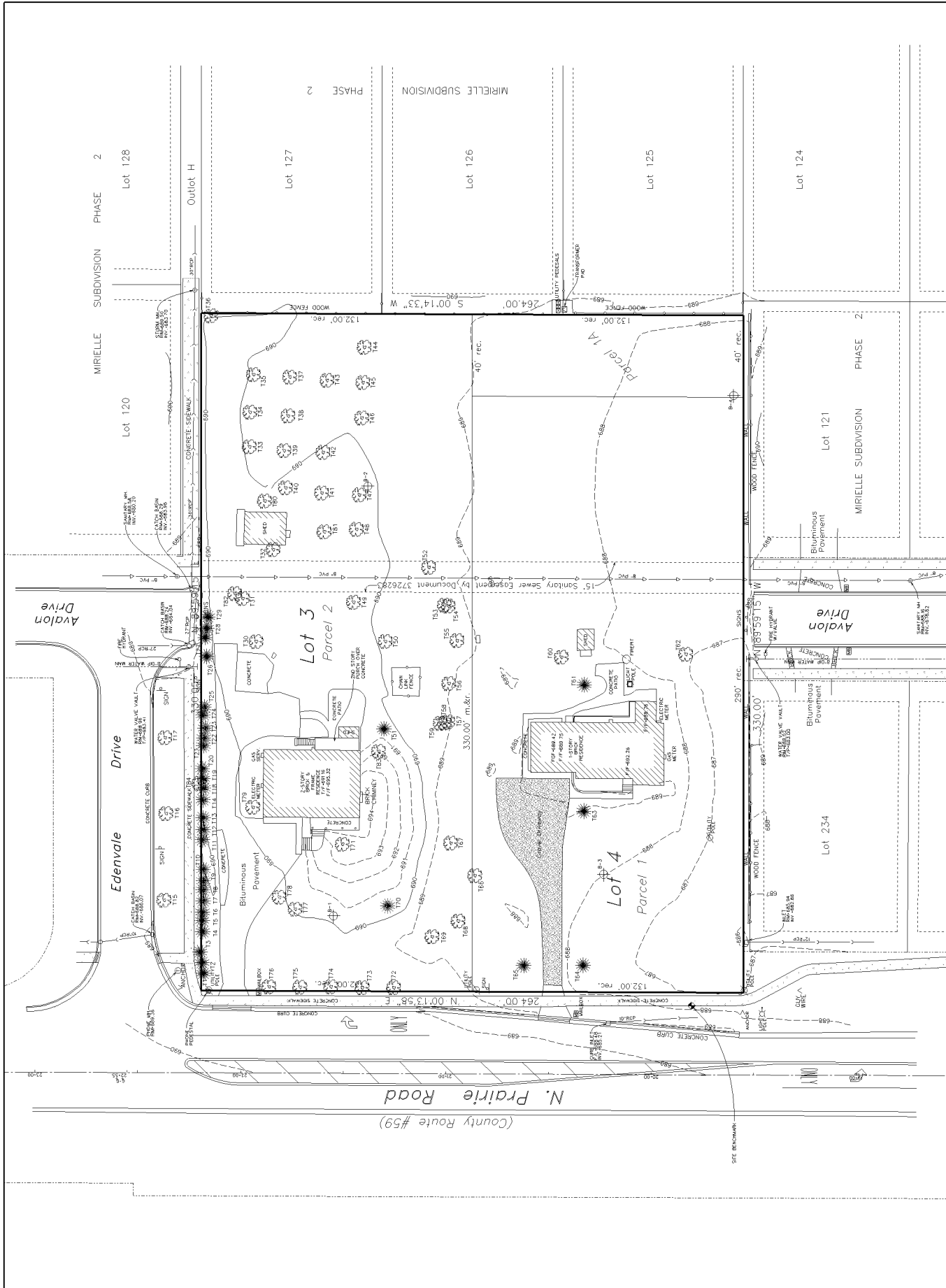
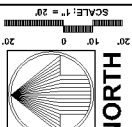
[illegible]

DESIGNED BY: G.A.Z.
DRAWN BY: A.Z.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 01/07/22

AVALON CROSSING
BUFFALO GROVE, ILLINOIS

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS

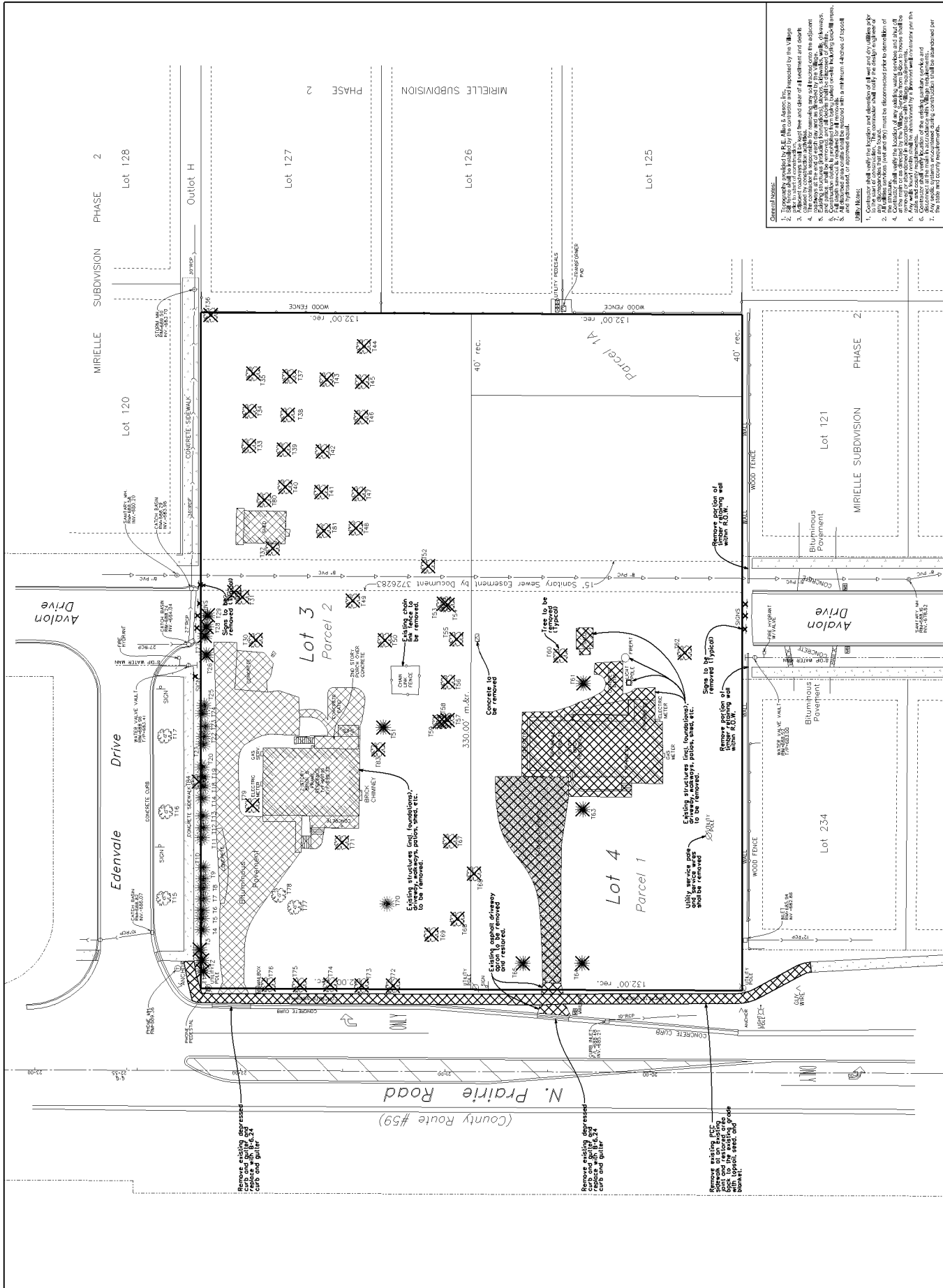
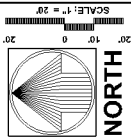
1820 W. WILCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60048
PHONE: (647) 567-6707
FAX: (647) 567-2567
E-MAIL ADDRESS: pjb@pbrown.com
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DEMOLITION PLAN

[illegible]

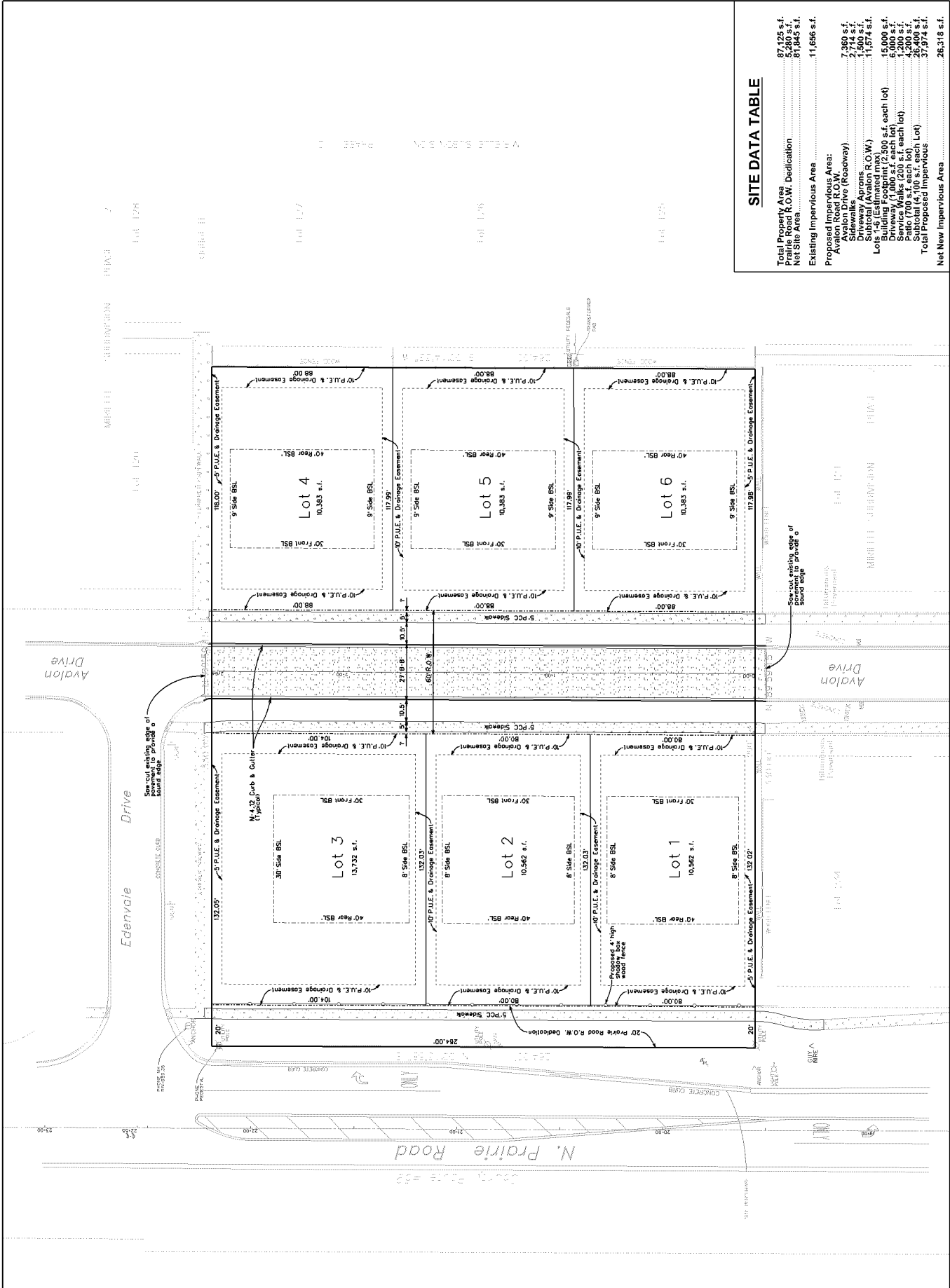
PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WAINCREEK ROAD - SUITE 205
LIBERTYVILLE, IL 60048
PHONE: (647) 347-6707
FAX: (647) 347-2587
E-MAIL ADDRESS: pba@pearsonbrown.com
COMPANY: 1822 CATALAN, BROWN & ASSOCIATES, INC. TEL: 941-575-2222 FAX: 941-575-2222



REVISIONS

[illegible]

SIGNED BY: G.A.Z.
AWN BY: A.Z.
CHECKED BY: A.K.Z.
JOURNAL ISSUE: 01/07/22



SITE DATA TABLE	
Total Property Area	87,125 s.f.
Parade Road R.O.W. Dedication	5,280 s.f.
Net Site Area	81,845 s.f.
Existing Impervious Area	11,656 s.f.
Proposed Impervious Area:	
Avalon Road R.O.W.	7,360 s.f.
Avalon Road (Roadway)	1,500 s.f.
Driveway Aprons	1,500 s.f.
Subtotal (Avalon R.O.W.)	11,574 s.f.
Lots 1-5 (Estimated max 100 s.f. each lot)	15,000 s.f.
Driveway (1,000 s.f. each lot)	5,000 s.f.
Service Walks (200 s.f. each lot)	1,200 s.f.
Patio (700 s.f. each lot)	4,200 s.f.
Lot (100 s.f. each lot)	3,750 s.f.
Total Proposed Impervious	37,974 s.f.
Net New Impervious Area	26,318 s.f.

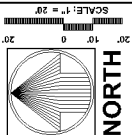
SHEET NUMBER

DESCRIPTION

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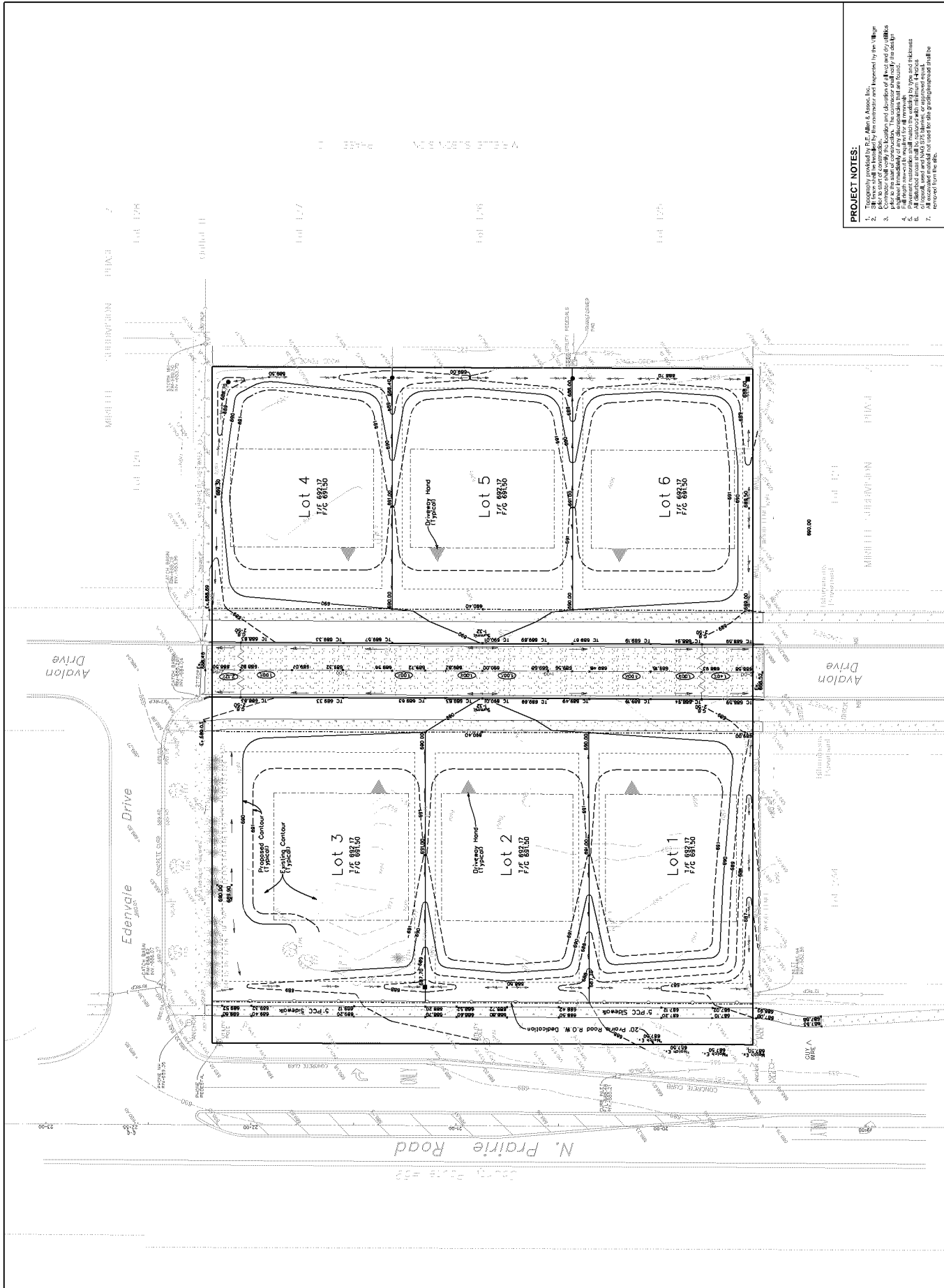
DESIGNED BY: G.A.Z.
DRAWN BY: A.Z.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 01/07/12

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1820 W. WYCHITEER ROAD - SUITE 202
LIBERTYVILLE, IL 60068
PHONE: (630) 567-4707
FAX: (630) 567-4567
E-MAIL ADDRESS: pbs@pearsonbrown.com
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PROJECT NOTES:

- Topography provided by R.E. Allen & Assoc., Inc. shall not be used by this contractor and accepted by the Village of Skaneateles prior to the start of construction. The contractor shall notify the design engineer immediately of any discrepancies that are found. Payment restoration shall not be initiated until the type and thickness of material used for the restoration is approved by the Village of Skaneateles. All distributed loads shall be restored with the minimum 4" x 6" of fossil, sand and NAG 375 granules, or approved equal. The material shall not be used for base and grading purposes and shall be removed from the site.



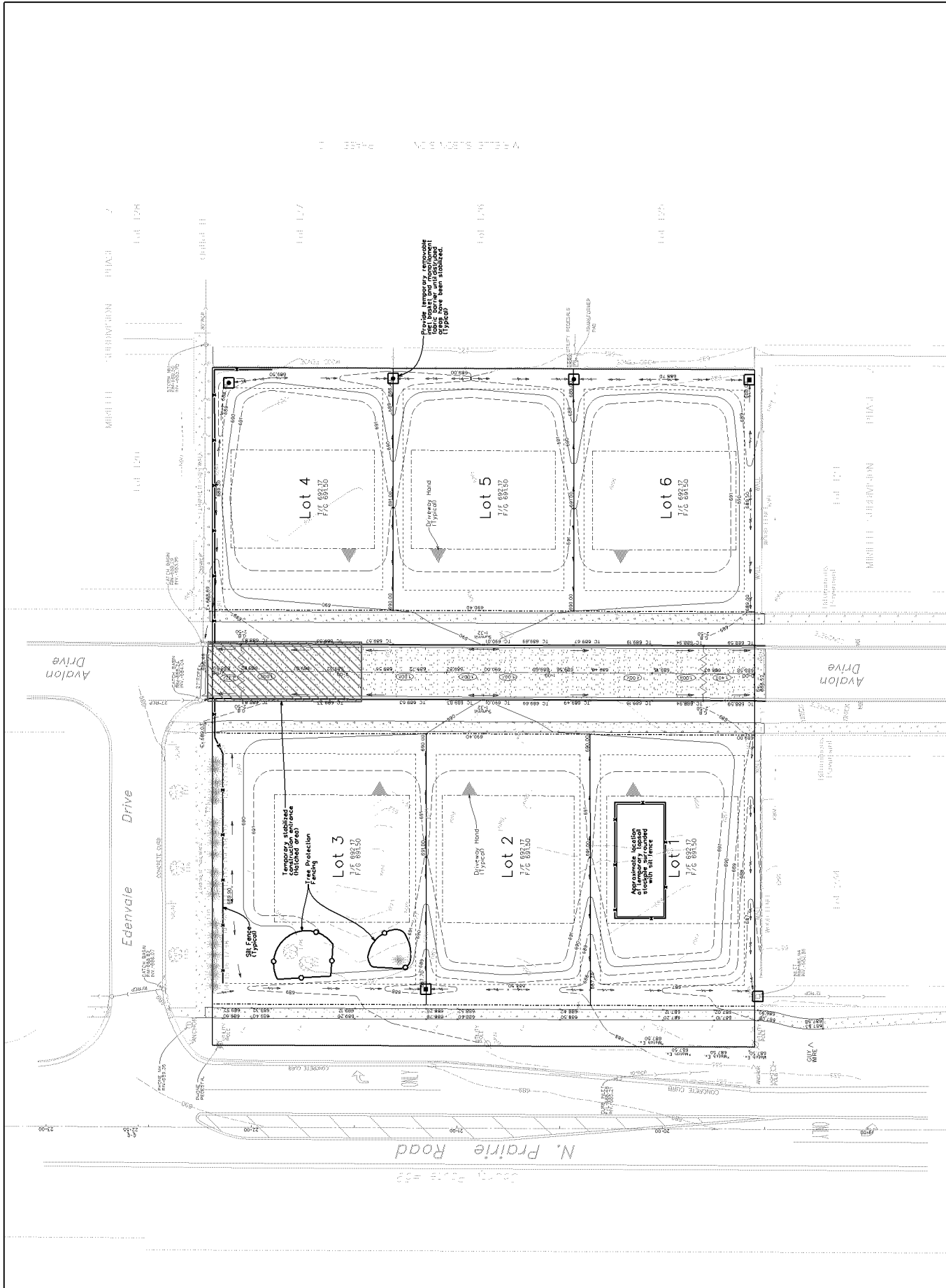
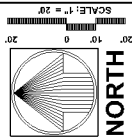
REVISIONS

[illegible]

AVALON CROSSING
BUFFALO GROVE, ILLINOIS

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS

1850 W. WILCHIE ROAD - SUITE 205
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E-MAIL ADDRESS: pbs@pearsonbrown.com
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REVISIONS

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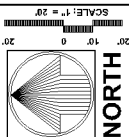
DESCRIPTION

DESIGNED BY: G.A.Z.
DRAWN BY: A.Z.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 01/07/22

AVALON CROSSING
BUFFALO GROVE, ILLINOIS

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS

1850 W. WINCHESTER ROAD - SUITE 205
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E-MAIL ADDRESS: pbs@pearsonbrown.com
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PROJECT NOTES:

- [illegible]

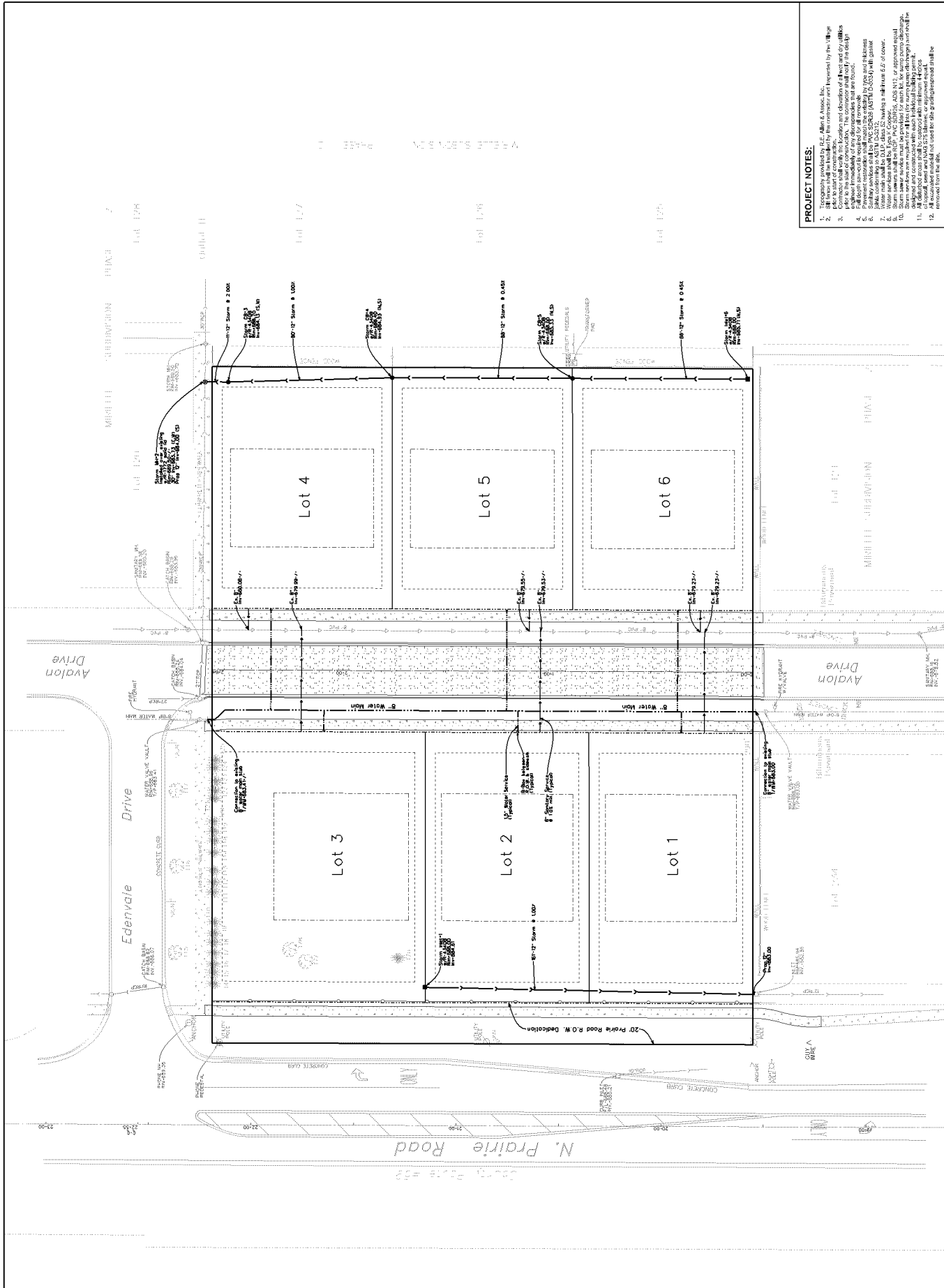


EXHIBIT NO. 201
STORM SEWER MANHOLE LID
DETAIL

EXHIBIT NO. 202
SUMP PUMP CONNECTION DETAIL

EXHIBIT NO. 203
MANHOLE AND
CATCHBASIN DETAIL

EXHIBIT NO. 204
RESTRICTED HEADROOM
MANHOLE DETAIL

EXHIBIT NO. 205
INLET DETAIL

EXHIBIT NO. 302
TYPICAL TRENCH AND
BEDDING DETAIL

EXHIBIT NO. 303
HOUSE SEWER SERVICE
AND SERVICE RISER

EXHIBIT NO. 402
TYPICAL SERVICE TAP
AND CONNECTION

EXHIBIT NO. 403
THRUST BLOCK DETAILS

EXHIBIT NO. 404
WATER AND SEWER SEPARATION REQUIREMENTS
(VERTICAL SEPARATION)

DETAILS

[illegible]

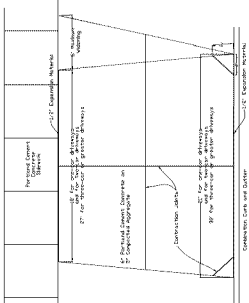
REVISIONS

DESIGNED BY: Q.A.Z.
DRAWN BY: A.Z.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 07/07/22

AVALON CROSSING
BUFFALO GROVE, ILLINOIS

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WATCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60048
PHONE: (630) 567-0707
FAX: (630) 567-0567
E-MAIL ADDRESS: pjb@pearsonbrown.com
COMPUTER 2000 PROJECTS, KNOWLEDGE & ASSOCIATES, INC., ALL RIGHTS RESERVED

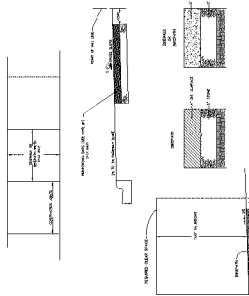
EXHIBIT NO. 503



DRIVEWAY APRON DETAIL

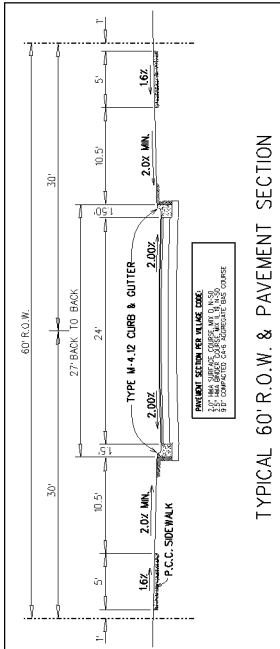
1. Contraction joint depth shall be $3/4$ " minimum.
2. Contraction joint shall divide the span into approximately equal spans with no side spans less than 15'.
3. Maximum span width is 15' at the sideabut.

EXHIBIT NO. 502



BIKEPATH & SIDEWALK DETAIL

- [illegible]



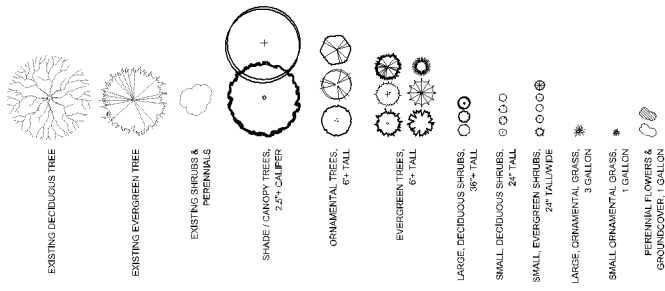
TYPICAL 60' R.O.W. & PAVEMENT SECTION

Figure 1 consists of eight sub-diagrams labeled 1 through 8, showing various details of wall and floor construction. Diagrams 1, 2, 3, 4, 5, 6, 7, and 8 are cross-sections of columns or walls, showing reinforcement details. Diagram 1 shows a column with width 'b' and height 'h'. Diagram 2 shows a column with reinforcement bars. Diagram 3 shows a column with reinforcement bars. Diagram 4 shows a column with reinforcement bars. Diagram 5 shows a column with reinforcement bars. Diagram 6 shows a column with reinforcement bars. Diagram 7 shows a column with reinforcement bars. Diagram 8 shows a column with reinforcement bars.

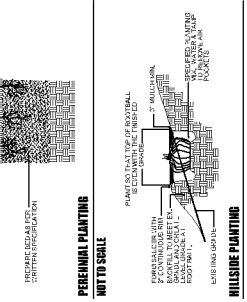
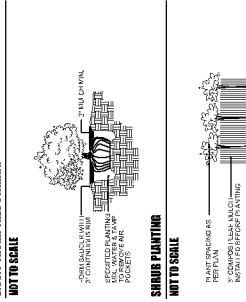
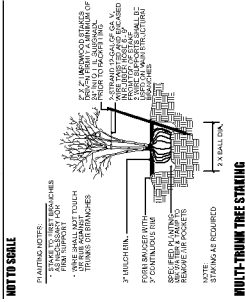
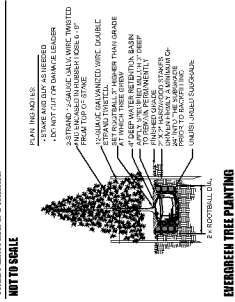
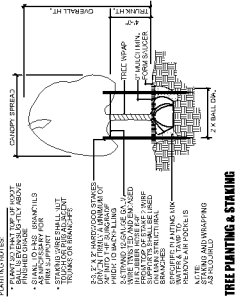
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PLANT SYMBOLS KEY

NOTE!
NOT ALL PLANT SYMBOLS MAY BE DEPICTED ON PLANS



PLANTING DETAILS



NOTES - GENERAL LANDSCAPE

1. CONTRACTOR SHALL CERTIFY IN A NECESSARY PERMANENT RECORD BOOK THAT ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STANDARDS AND CODES.
2. CALL JULIE-UTILITY LOCATING SERVICE (TEL. 800.882.0121, 48 HOURS PRIOR TO THE START OF ANY GRADING).
3. GENERAL PLANT NOTES:
A. ALL PLANTING SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK.
B. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND FREE FROM DISEASE AND PESTS.
C. ALL NEW PLANT MATERIAL SHALL BE FIRM AND LOCAL.
D. PLANTS SHALL BE PLANTED IN THE SAME MANNER AS THEY WERE PLANTED IN THE NURSERY. PLANTS SHALL NOT BE PLANTED IN A MANNER THAT WOULD CAUSE THEM TO BE UNUSUALLY STRESSED OR UNLESS ABSOLUTELY NECESSARY (DUE TO VIBRILITY OR VACUUM ASSISTING TON).
E. ALL PLANTS SHALL BE PLANTED IN THE SAME MANNER AS THEY WERE PLANTED IN THE NURSERY. PLANTS SHALL NOT BE PLANTED IN A MANNER THAT WOULD CAUSE THEM TO BE UNUSUALLY STRESSED OR UNLESS ABSOLUTELY NECESSARY (DUE TO VIBRILITY OR VACUUM ASSISTING TON).
F. ALL PLANTS SHALL BE PLANTED IN THE SAME MANNER AS THEY WERE PLANTED IN THE NURSERY. PLANTS SHALL NOT BE PLANTED IN A MANNER THAT WOULD CAUSE THEM TO BE UNUSUALLY STRESSED OR UNLESS ABSOLUTELY NECESSARY (DUE TO VIBRILITY OR VACUUM ASSISTING TON).
4. LOCATIONS OF PROPOSED PLANT MATERIAL SHALL BE QUALIFIED AT TIME OF INSTALLATION DUE TO FINAL ENGINEERING AND FINAL LOCATION OF SITE UTILITIES.
5. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL PLANT MATERIAL AND FOR THE PROPER PLANTING AND MAINTENANCE OF ALL PLANTS AND LANDSCAPE AREAS. ALL PLANTS SHALL BE FREE OF CONSTRUCTION DISEASE PRIOR TO INSTALLING ANY PLANT MATERIAL.
6. PRIOR TO GRADING, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PLANT MATERIAL AND FOR THE PROPER PLANTING AND MAINTENANCE OF ALL PLANTS AND LANDSCAPE AREAS. ALL PLANTS SHALL BE FREE OF CONSTRUCTION DISEASE PRIOR TO INSTALLING ANY PLANT MATERIAL.
7. ALL SHRUBS, GROUNDCOVER, PERENNIAL AND ANNUAL PLANTING SHALL BE PLANTED IN THE SAME MANNER AS THEY WERE PLANTED IN THE NURSERY. PLANTS SHALL NOT BE PLANTED IN A MANNER THAT WOULD CAUSE THEM TO BE UNUSUALLY STRESSED OR UNLESS ABSOLUTELY NECESSARY (DUE TO VIBRILITY OR VACUUM ASSISTING TON).
8. ALL PLANTING SHALL BE PLANTED IN THE SAME MANNER AS THEY WERE PLANTED IN THE NURSERY. PLANTS SHALL NOT BE PLANTED IN A MANNER THAT WOULD CAUSE THEM TO BE UNUSUALLY STRESSED OR UNLESS ABSOLUTELY NECESSARY (DUE TO VIBRILITY OR VACUUM ASSISTING TON).
9. ALL PLANTING BEING ADJACENT TO LAWN AREAS SHALL HAVE A SHADY EDGE BORDER, UNLESS METAL OR OTHER BORDER IS SPECIFIED.
10. ALL PLANTING BEING ADJACENT TO LAWN AREAS SHALL HAVE A SHADY EDGE BORDER, UNLESS METAL OR OTHER BORDER IS SPECIFIED.
11. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PLANT MATERIAL AND FOR THE PROPER PLANTING AND MAINTENANCE OF ALL PLANTS AND LANDSCAPE AREAS. ALL PLANTS SHALL BE FREE OF CONSTRUCTION DISEASE PRIOR TO INSTALLING ANY PLANT MATERIAL.
12. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS TO ENSURE THAT ALL PLANTING IS COMPLETED PRIOR TO THE START OF ANY GRADING.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN LAWN WORK. UPON REQUEST, LANDSCAPE ARCHITECT SHALL BE AVAILABLE TO ASSIST WITH ANY LAWN WORK.
14. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PLANT MATERIAL AND FOR THE PROPER PLANTING AND MAINTENANCE OF ALL PLANTS AND LANDSCAPE AREAS. ALL PLANTS SHALL BE FREE OF CONSTRUCTION DISEASE PRIOR TO INSTALLING ANY PLANT MATERIAL.
15. IF THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO THE SITE PRIOR TO BID SUBMITTAL TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS AT THE SITE.
16. PLANT LIST QUANTITIES PROVIDED AT TIME OF FINAL PLANS ARE BASED ON THE ASSUMPTION THAT THE CONTRACTOR WILL BE COMPLETING THEIR OWN QUANTITY TAKE-OFFS. IF A DISCREPANCY IS FOUND BETWEEN THE PLAN AND THE PLANT LIST, THEN THE PLAN SHALL BE THE FINAL AUTHORITY.
17. PLANT LIST QUANTITIES ARE ALLOWED ONE TO BE ANY PLANT LIST QUANTITY. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR PROVIDING ALL PLANT MATERIAL AND FOR THE PROPER PLANTING AND MAINTENANCE OF ALL PLANTS AND LANDSCAPE AREAS. ALL PLANTS SHALL BE FREE OF CONSTRUCTION DISEASE PRIOR TO INSTALLING ANY PLANT MATERIAL.
18. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PLANT MATERIAL AND FOR THE PROPER PLANTING AND MAINTENANCE OF ALL PLANTS AND LANDSCAPE AREAS. ALL PLANTS SHALL BE FREE OF CONSTRUCTION DISEASE PRIOR TO INSTALLING ANY PLANT MATERIAL.
19. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL DRAINAGE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION OR PLANTING.
20. ALL TUBE SHALL BE PLANTED IN THE SAME MANNER AS THEY WERE PLANTED IN THE NURSERY. PLANTS SHALL NOT BE PLANTED IN A MANNER THAT WOULD CAUSE THEM TO BE UNUSUALLY STRESSED OR UNLESS ABSOLUTELY NECESSARY (DUE TO VIBRILITY OR VACUUM ASSISTING TON).
21. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PLANT MATERIAL AND FOR THE PROPER PLANTING AND MAINTENANCE OF ALL PLANTS AND LANDSCAPE AREAS. ALL PLANTS SHALL BE FREE OF CONSTRUCTION DISEASE PRIOR TO INSTALLING ANY PLANT MATERIAL.
22. LANDSCAPE DETAILS SHOWN ARE FOR DESIGN INTENT ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PLANT MATERIAL AND FOR THE PROPER PLANTING AND MAINTENANCE OF ALL PLANTS AND LANDSCAPE AREAS. ALL PLANTS SHALL BE FREE OF CONSTRUCTION DISEASE PRIOR TO INSTALLING ANY PLANT MATERIAL.
23. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PLANT MATERIAL AND FOR THE PROPER PLANTING AND MAINTENANCE OF ALL PLANTS AND LANDSCAPE AREAS. ALL PLANTS SHALL BE FREE OF CONSTRUCTION DISEASE PRIOR TO INSTALLING ANY PLANT MATERIAL.
24. IF FOR PLANTING CONTRACTORS INSTALLATION SHALL INCLUDE A THREE-YEAR MONITORING AND MAINTENANCE PROGRAM ON ALL NATURALIZED DETENTION AREAS.

PROJECT TEAM

- DEVELOPER:**
THE HURON GROUP
747 LAKE COOK ROAD, 100W
DEERFIELD, IL 60015
- CONTACT: STEVE GOODMAN**
- SURVEYOR:**
THE HURON GROUP
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, IL 60030
TEL (847) 233-0914
- CONTACT: BRYAN LEE**
- ARCHITECT:**
DAVEY RESOURCE GROUP
NATURAL RESOURCE CONSULTING
TEL (847) 227-0485
- CIVIL ENGINEER:**
DAVEY RESOURCE GROUP
NATURAL RESOURCE CONSULTING
TEL (847) 227-0485
- CIVIL ENGINEER:**
DAVEY RESOURCE GROUP
NATURAL RESOURCE CONSULTING
TEL (847) 227-0485
- CONTACT: PETE SORESEN**
- CIVIL ENGINEER:**
DAVEY RESOURCE GROUP
NATURAL RESOURCE CONSULTING
TEL (847) 227-0485
- CONTACT: ANGEL ZOGRAFOS**
- LANDSCAPE ARCHITECT:**
DICKSON DESIGN STUDIO INC.
225 SKYLINE DRIVE
ALGONQUIN, IL 60102
TEL (847) 878-4019 / (847) 804-8708
- CONTACT: SHARON DICKSON / JEFF TORRENS**



dickson design
STUDIO

225 SKYLINE DRIVE
ALGONQUIN, IL 60102
847 878 4019

THE HURON GROUP
DEERFIELD, ILLINOIS

CLIENT NAME AND ADDRESS
THE HURON GROUP DEERFIELD, ILLINOIS
PLAN DATE
DECEMBER 31, 2021
REVISIONS
1. 1/5/22 PER GRADING
2.
3.
4.
5.
6.
7.
8.
9.
10.

PROJECT NAME AND SHEET TITLE
AVAILON CROSSING
BUFFALO GROVE, IL

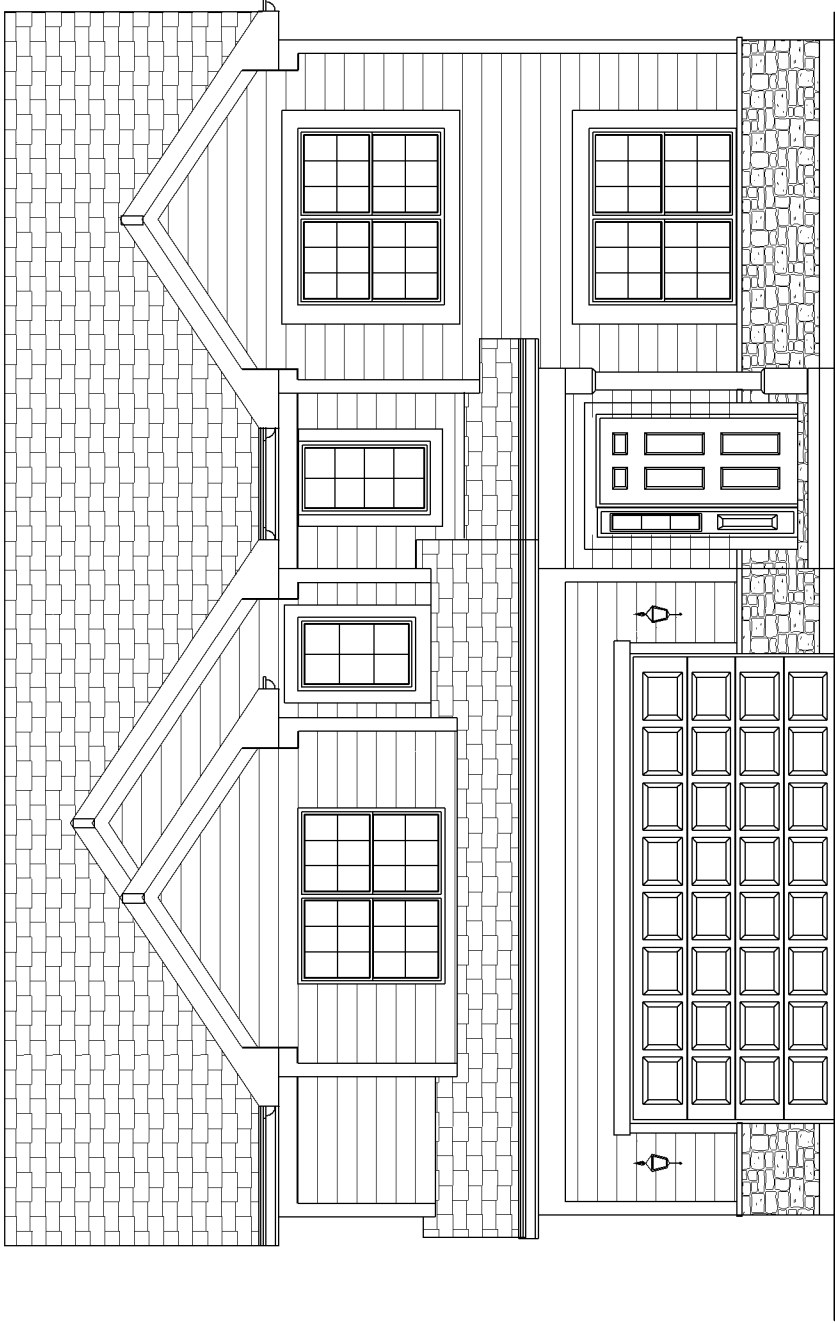
PLANS:
TREE PRESERVATION & REMOVAL
LANDSCAPE PLAN

SHEET NUMBER
L0.1

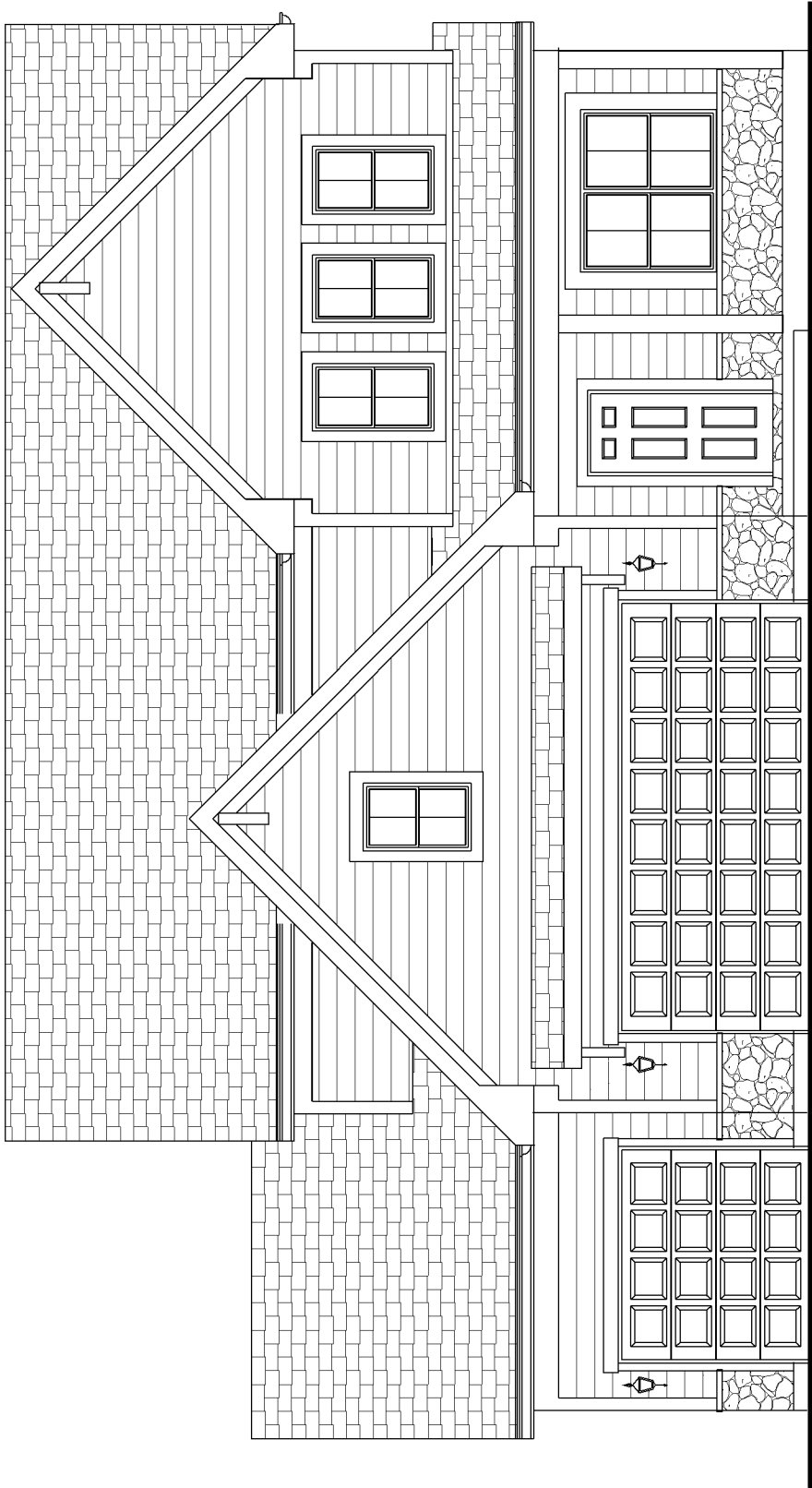


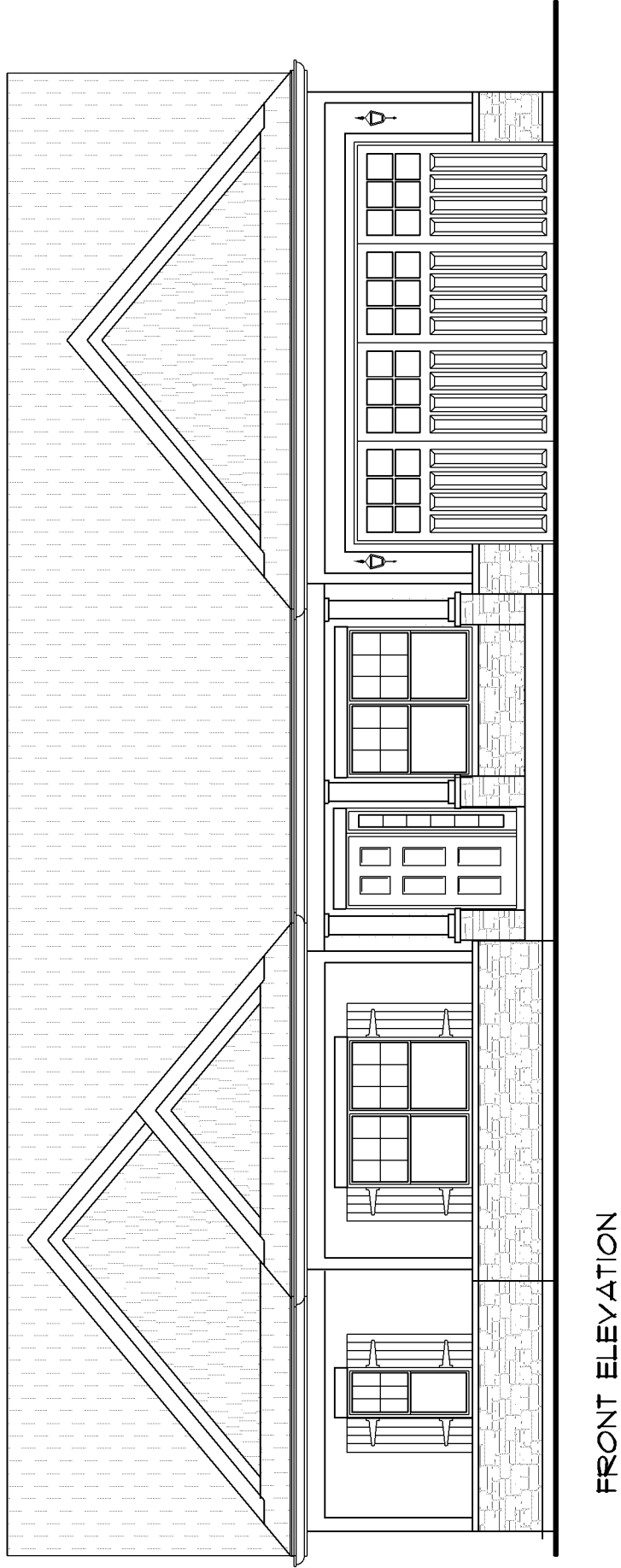
FRONT ELEVATION

2780 sf



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





FRONT ELEVATION

Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

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

WITNESSETH:

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

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

NOW, THEREFORE, it is mutually agreed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the extent that the provisions of Paragraph 9 herein, and of the Letter of Credit, permit the Village to draw funds under such Letter of Credit, the Village hereby agrees to reduce the outstanding liability of the issuer of the Letter of Credit to the extent that funds are disbursed.

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

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

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

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

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

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

in the preamble to this Agreement and expiring on the expiration of the one year maintenance period is referred to herein as the "Term".

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

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

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

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

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Village President

DEVELOPER:

Developer Name
Address Line 1
Address Line 2

By: _____
 Name: _____
 Title: _____

(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

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

PERMANENT INDEX NUMBER: 00-00-000-0000

AREA = _____ SQ. FT. OR _____ ACRES

(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT B

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

(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering and Landscaping Plans prepared by: _____

Entitled: _____

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

(see following pages)

(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

Attachment: Exhibit I Sample DIA (Public Hearing- Annexation Agreement for 22405 & 22371 Prairie Road)



Action Item : Proclamation Recognizing Arbor Day

Recommendation of Action

Staff recommends proclamation.

SUMMARY: Designates Friday, April 29, 2022 Arbor Day in Buffalo Grove. The Proclamation is one of four criteria to qualify for the Tree City U.S.A. Award.

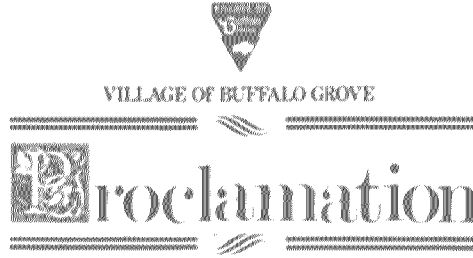
ATTACHMENTS:

- 2022 Arbor Day Proclamation (DOCX)

Trustee Liaison
Stein

Staff Contact
Michael K Skibbe, Public Works

Monday, April 18, 2022	
------------------------	--



**A PROCLAMATION RECOGNIZING
FRIDAY, APRIL 29, 2022, AS ARBOR DAY**

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this day, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees beautify and enhance the economic vitality of our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the Village of Buffalo Grove has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue the maintenance of our village urban forest;

NOW, THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove do hereby proclaim Friday, April 29, 2022, Arbor Day in the Village of Buffalo Grove, and call upon all citizens and civic organizations to support efforts to protect our trees and woodlands and to support our Village Urban Forestry Program.

Passed the 18th day of April, 2022

Beverly Sussman, Village President

Attachment: 2022 Arbor Day Proclamation (Arbor Day Proclamation)



**Ordinance No. O-2022-39 : Ordinance Authorizing the Waiver of
Bids to Purchase Street Sweeper Repairs**

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests Board approval to waive bids and authorize the Village Manager to purchase sole source street sweeper repair services from E.J. Equipment Inc for the repairs to Street Sweeper 438 in an amount not to exceed \$28,540.16 pending review and approval by the Village attorney.

ATTACHMENTS:

- Sweeper Repairs Memo (DOCX)
- Sweeper Repairs Ordinance (DOCX)
- Authorized TYMCO Sole Source Dealer E. J. Equipment, Inc. (PDF)
- EJ Quote (PDF)

Trustee Liaison

Stein

Staff Contact

Tom C. Wisniewski, Village Board

Monday, April 18, 2022

VILLAGE OF
BUFFALO GROVE



DATE: April 11, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Sweeper Repairs to Vehicle 438

Recommendation

Staff recommends the Village Board waive bids and authorize the Village Manager to purchase sole source street sweeper repair services from E.J. Equipment Inc for the repairs to Street Sweeper 438 in an amount not to exceed \$28,540.16 pending review and approval by the Village attorney.

Background Information

The Public Works Street Department sweeps approximately 2,400 lane miles of roadway annually as part of its maintenance program. To accomplish this task, two sweepers are used in tandem. Street sweeper #438 is a Tymco sweeper that was purchased in 2009 and is due for replacement in 2024. Currently, unit #438 is nonoperational and is need of significant repairs to bring the unit back into operation.

E.J. Equipment is the sole source supplier for Tymco parts, service and sales for our area. Unit 438 is a regenerative air sweeper, and it is imperative to use OEM parts in the maintenance of this vehicle to achieve proper performance. Staff requests authorization to waive bids and purchase sole source street sweeper repair services from E.J. Equipment Inc for the repairs to Street Sweeper 438 in an amount not to exceed \$28,540.16

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF STREET SWEEPER REPAIR SERVICES FROM E.J. EQUIPMENT INC

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

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

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

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

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

SECTION 2. The Village Manager is authorized to purchase street sweeper repair services from E.J. Equipment Inc in an amount not to exceed \$28,540.16 pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

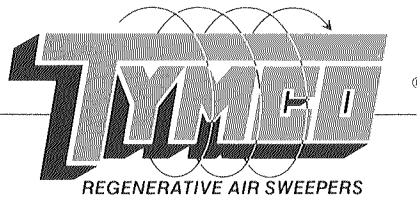
APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Sweeper Repairs Ordinance (O-2022-39 : Waiver of Bids - Street Sweeper Repairs)



April 8, 2022

Mr. Tom Wisniewski
Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, IL 60089

Re: Supplier: Parts, Service and Sales TYMCO Regenerative Air Sweepers

Dear Mr. Wisniewski:

Please be advised that E. J. Equipment, Inc. is the only authorized supplier for genuine TYMCO O.E.M. Parts, Service and Sales for your area. E. J. Equipment, Inc. has offices in Addison, Manteno and Troy Illinois. The location nearest you is at 920 W. National Avenue, Addison, IL 60101 and their local telephone is 630-832-0995. The E. J. Equipment toll free numbers is 1-800-522-2808

It is important to use TYMCO OEM parts on TYMCO Regenerative Air Sweepers to maintain the equipment up to the design standards for performance in which the product is manufactured.

If you have any questions concerning this letter, please feel free to call us at 1-800-258-9626.

Sincerely,
TYMCO, Inc.

Bobby L. Johnson
Vice President of Marketing

Ship To: VIL OF BUFFALO GROVE
51 RAUPP BLVD
CENTRAL GARAGE
BUFFALO GROVE, IL 60089

Invoice To: VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD CENTRAL GARAGE
BUFFALO GROVE IL 60089

Branch 01 - CENTRAL		
Date 04/11/2022	Time 8:34:22 (O)	Page 1
Account No. BUFFA001	Phone No. 8474592545	Estimate No. 009617
Ship Via		Purchase Order
Tax ID Number		
		Salesperson SVC

ESTIMATE QUOTE VALID: 05/11/2022

SERVICE ESTIMATE - NOT AN INVOICE

SHIPPING/HANDLING IS NOT INCLUDED IN QUOTE

Stock #: 000179 SWEEPER
Make: TY Model: 500X
THE FOLLOWING WORK TO BE PERFORMED

MS #: 200910SNC50901BAH

CUSTOMER REQUESTED AN INSPECTION OF UNIT

CAUSE:

REPLACE BLOWER SUCTION SEAL
REPLACE BLOWER WHEEL
UPDATE CENTER CONSOLE SWITCHES
REPLACE BLOWER MOTOR
REPLACE DUMP HOPPER CHUTE ASSEMBLY
REPLACE OUTRIGGER CYLINDER
REPLACE INNER AND OUTER DROP DOWN BROOM TUBES
REPLACE BLOWER WEAR LINER
REPLACE NUTS AND BOLTS FOR LINER, SEAL LINER
REPLACE HYDRAULIC FILTER RESTRICTION GAUGE
REPLACE PROX SENSOR FOR HOPPER TILT
REPLACE UPPER SCROLL ON DUST SEPARATOR DOOR
REPLACE NUTS AND BOLTS FOR SCROLL
REPLACE SUCTION INLET LINER ON HOPPER
REPLACE CURTAIN SET FOR PICK UP HEAD
REPLACE BAH BROOM
REPLACE HIGH OUTPUT WATER HOSE LEFT HAND (LONG HOSE BETWEEN NOZZLES)
REPLACE HIGH OUTPUT WATER NOZZLES
REPLACE BLOWER HOUSING LIP
REPLACE GUTTER BROOM LIGHT

ADDITIONAL DESCRIPTION:

CUSTOMER REQUESTED AN INSPECTION OF UNIT

Part#	Description	Qty	Price	Amount
5019064	SEAL-SUCTION 50	1	250.61	250.61

I authorize EJ Equipment to perform the repair work described above, utilizing necessary labor, parts and materials. I agree that EJ Equipment is not responsible for loss or damage to the vehicle, or articles left in the vehicle, in case of theft, fire, or any other cause beyond our control. I agree that EJ Equipment is not responsible for delays caused by unavailability of parts, or delay in parts shipments by the supplier or transporter. I grant EJ Equipment employees permission to operate my vehicle for the purpose of testing and/or inspection. I understand if any closer analysis finds additional labor, parts or materials are necessary to complete the repair. I will be contacted for authorization, only if the amount of repairs that I will pay will be increased

X

Received By

Ship To: VIL OF BUFFALO GROVE
 51 RAUPP BLVD
 CENTRAL GARAGE
 BUFFALO GROVE, IL 60089

Invoice To: VILLAGE OF BUFFALO GROVE
 51 RAUPP BLVD CENTRAL GARAGE
 BUFFALO GROVE IL 60089

Branch 01 - CENTRAL		
Date 04/11/2022	Time 8:34:22 (O)	Page 2
Account No. BUFFA001	Phone No. 8474592545	Estimate No. 009617
Ship Via		Purchase Order
Tax ID Number		
		Salesperson SVC

ESTIMATE QUOTE VALID: 05/11/2022

SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
506179	COATED BLOWER W	1	4086.00	4086.00
509117	SWITCH PACK	1	1927.00	1927.00
505846	HYD. BLOWER MOT	1	3193.00	3193.00
506137	CHUTE ASSY	1	6247.21	6247.21
505875	STABILIZER CYLI	1	1501.42	1501.42
505889	RAM ARM EXT.WEL	2	166.70	333.40
507668	GB POSITIONER M	2	168.97	337.94
507669	TAB WELD.-GB UN	2	71.44	142.88
5012830	WEAR LINER	1	1213.00	1213.00
20187	BOLT 3/8-16 X1	12	1.13	13.56
10308	WASHER 3/8LOCK	12	.57	6.84
10307	WASHER 3/8FLAT	12	.57	6.84
10209	NUT 3/8-16 HEX	12	.57	6.84
12771	CAULK-BLOWER ES	2	37.42	74.84
12711	GAUGE-HYD. FILT	1	55.57	55.57
21576	PROXIMITY SWITC	1	246.08	246.08
5018961	UPPER SCROLL-SK	1	847.10	847.10
10123	BOLT 5/16-18 X	19	.57	10.83
10205	NUT 5/16-18 HEX	15	.57	8.55
10272	NUT 5/16-18 HEX	4	.57	2.28
5019255	LINER SUCTION-H	1	115.67	115.67
40127	BOLT 3/8-16 X 1	10	2.27	22.70
10248	NUT 5/16-18 HEX	10	.57	5.70
502609	PUH CURTAIN SET	1	400.00	400.00
502566	BROOM BAH	1	691.00	691.00
500338	HOSE ASSY 1/4*	1	39.69	39.69
20810	D.S.FAN NOZZLE	2	80.51	161.02
20811	FAN NOZZLE W/11	4	41.96	167.84
5017815	BLOWER LIP-FORG	1	436.59	436.59
12071	WORK LIGHT RUBB	1	52.16	52.16

Parts: 22604.16
 Labor: 5936.00
TOTAL: 28540.16

Authorization: _____

I authorize EJ Equipment to perform the repair work described above, utilizing necessary labor, parts and materials. I agree that EJ Equipment is not responsible for loss or damage to the vehicle, or articles left in the vehicle, in case of theft, fire, or any other cause beyond our control. I agree that EJ Equipment is not responsible for delays caused by unavailability of parts, or delay in parts shipments by the supplier or transporter. I grant EJ Equipment employees permission to operate my vehicle for the purpose of testing and/or inspection. I understand if any closer analysis finds additional labor, parts or materials are necessary to complete the repair. I will be contacted for authorization, only if the amount of repairs that I will pay will be increased

X

Received By _____

Attachment: EJ Quote (O-2022-39 : Waiver of Bids - Street Sweeper Repairs)



Ordinance No. O-2022-40 : Ordinance Authorizing the Waiver of Bids to Purchase a MAKO Air Compressor

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests Board approval to waive bids and authorize the Village Manager to make a sole source purchase of a Mako Air Compressor from Air One Equipment in an amount not to exceed \$62,035.00 pending review and approval by the Village attorney.

ATTACHMENTS:

- Mako Compressor Memo (DOCX)
- Mako Ordinance (DOCX)
- BG COMPRESSOR QUOTE 030822 MBAC (PDF)
- MAKO_Sole Authorized Distributor Letter-Air One Equipment (PDF)

Trustee Liaison
Johnson

Staff Contact
Tom C. Wisniewski, Village Board

Monday, April 18, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: April 7, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Authorization to Waive Bids and Purchase a MAKO Air Compressor

Recommendation

Staff recommends that the Village Board waive bids and authorize the Village Manager to make a sole source purchase of a Mako Air Compressor from Air One Equipment in an amount not to exceed \$62,035.00

Background Information

The Fire Departments existing SCBA air compressor which is used to refill breathing apparatus air cylinders with clean breathable air was purchased in 2006 and has a manufacturer recommended lifespan of fifteen years. It is currently at the end of life and in need of replacement. The Department has historically utilized MAKO air compressor systems and due to operating, training, and safety concerns that may occur due to a change in manufacturer, plans to remain with a MAKO product. MAKO utilizes a sole source distribution system for the sale of its compressors, with Air One Equipment being the distributor of MAKO breathing air compressor systems for this portion of Illinois.

Staff requests authorization to waive bids and purchase a Mako Air Compressor from Air One Equipment. This purchase was budgeted for in the FY 2022 budget.

Attachment: Mako Compressor Memo (O-2022-40 : Waiver of Bids - SCBA Air Compressor)

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF A MAKO AIR COMPRESSOR FROM AIR ONE EQUIPMENT

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

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

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

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

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

SECTION 2. The Village Manager is authorized to purchase a MAKO air compressor from Air One Equipment in an amount not to exceed \$62,035.00 pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Mako Ordinance (O-2022-40 : Waiver of Bids - SCBA Air Compressor)



Air One Equipment, Inc.
360 Production Drive, South Elgin IL 60177
Telephone: (847) 289-9000 Fax: (847) 289-9001
website: www.aoe.net

Quotation 8.C.c

TO: BUFFALO GROVE FIRE DEPARTMENT
1051 HIGHLAND GROVE
BUFFALO GROVE, IL 60089

Date: 3/9/2022

ATTN: PAT DINSMORE

Ref: MAKO AIR COMPRESSOR

Qty	Part Number	Description	Each	Extended
1	BAM07HE3	MAKO MODEL BAM07HE3 BREATHING AIR MODULE COMPRESSOR COMPLETE WITH 4 STAGE; AIR COOLED COMPRESSOR 20.7 CFM @ 6000 PSI - 15 H.P. ELECTRIC MOTOR(208-230V/3PHASE) MK5C PURIFICATION SYSTEM(82,000CF W/70F INLET TEMP)	\$28,995.00	\$28,995.00
1	CO MONITOR	ADD MAKO CO MONITORING SYSTEM TO AIR COMPRESSOR	\$4,150.00	\$4,150.00
		**CO MONITOR REQUIRED TO MEET NFPA 1989 **		
1	MAKO05	MAKO 5-YEAR COMPRESSOR BLOCK WARRANTY	\$500.00	\$500.00
1	SCFS2	MAKO TWO POSITION CONTAINMENT FILL STATION W/4-BANK MANUAL CASCADE CONTROLS, FILL PANEL WITH GAUGES, FILLING WHIPS WITH CGA 347 THREAD AND HIGH PRESSURE REGULATOR	\$8,495.00	\$8,495.00
1	ADD 3RD	UPGRADE FILL STATION TO THREE POSITION	\$1,425.00	\$1,425.00
1	ADD AUTO	UPGRADE FILL STATION TO AUTOMATIC CASCADE CONTROL	\$3,975.00	\$3,975.00
1	4 X 6000	FOUR CYLINDER UN/ISO 6000 PSI STORAGE CASCADE SYSTEM	\$5,800.00	\$5,800.00
1	STAND	4-CYLINDER STAND FOR UN/ SO OR ASME (REQUIRED FOR MBAC KIT)	\$695.00	\$695.00
1	INST/FRT	DELIVERY, FREIGHT, AND INSTALLATION OF COMPLETE SYSTEM	\$2,750.00	\$2,750.00
1	MBAC	MODULAR COMPONENTS TO CONNECT ALL ITEM PIECES TOGETHER WITH CENTER STORAGE CABINET ONLY (NO REEL)	\$3,500.00	\$3,500.00
1	REEL	HOSE REEL, SPRING REWIND, WITH 75' FILL HOSE. MOUNTED TO WALL IN VEHICLE BAY. INCLUDED 75' HOSE RUN TO COMPRESSOR THROUGH BAY WALL	\$1,750.00	\$1,750.00
-1	TRADE-C	TRADE IN EXSITING BAM07H COMPRESSOR (UP TO 500 HRS)	\$1,600.00	-\$1,600.00
-1	TRADE-F	TRADE IN EXISTING SSCFS3-4HP FILL STATION	\$1,000.00	-\$1,000.00
-1	TRADE-S	TRADE IN EXISTING 4-BANK DOT STORAGE CYLINDERS	\$600.00	-\$600.00
Total of All Equipment:				62,035.00

NOTES:

1. INCLUDES TRADE IN AND REMOVAL OF EXISTING AIR COMPR.
2. INCLUDES INSTALLATION OF 3" FRESH AIR INTAKE.
3. NFPA 1989 REQUIRES CO MONITOR
4. QUOTE VALID FOR 60 DAYS

Thank You!

Estimated Delivery:
ON REQUEST

By: Martin Svihra
Air One Equipment, Inc.

Attachment: BG COMPRESSOR QUOTE 030822 MBAC (O-2022-40 : Waiver of Bids - SCBA Air Compressor)



MAKO Compressors
(a division of Gardner Denver Inc.)

1301 North Euclid Ave.
Princeton, IL 61356
United States of America

Telephone (217) 222-5400
Facsimile (217) 224-7814

www.makocompressors.com

August 18, 2015

Air One Equipment, Inc.
360 Production Drive
South Elgin, IL 60177

Subject: Authorized Distributor Information Request

To Whom It May Concern:

This letter is to officially confirm Air One Equipment, Inc. as our sole authorized distributor for MAKO products for sales and service in Northeast Illinois (Chicago Metropolitan area).

Sincerely,

Tyson L. Mulvaney
Product Manager – MAKO Compressors

Attachment: MAKO_Sole Authorized Distributor Letter-Air One Equipment (O-2022-40 : Waiver of Bids - SCBA Air Compressor)



Ordinance No. O-2022-41 : Amendment to the Class G4 Special Event Liquor License

Recommendation of Action

Staff recommends approval.

SUMMARY: Amendment to the Class G4 Special Event Liquor License by increasing the limitation on the number of licenses from two to six.

ATTACHMENTS:

- G4 Revised - Memo (DOCX)
- G4 Ordinance (DOCX)

Trustee Liaison

Sussman

Staff Contact

Jessie Brown, Community Development

Monday, April 18, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 14, 2022

TO: Dane Bragg, Village Manager

FROM: Jessie Brown, Administrative Services Manager / Deputy Village Clerk

SUBJECT: Amendment to the Class G4 Special Event Liquor License

BACKGROUND

The Buffalo Grove Park District offers rooms within the Community Arts Center for rental for private parties, such as weddings, showers, and bar/bat mitzvahs. The Park District allows these private parties to serve alcohol as part of a catering package by an outside caterer that carries a license to transport and serve alcohol. If this caterer is not a current Buffalo Grove business holding a Class I liquor license, they would need to apply for a Class G4 Special Event Liquor License.

The Class G4 Special Event Liquor License authorizes the giving away of alcohol as part of a private event in non-residential locations within the Village. Attendance must be by invitation only and not open to the public. Events are restricted to no more than one continuous 24-hour period, and no more than six G4 licenses can be issued on any given day. Currently, no more than two G4 licenses can be issued to any one licensee within a calendar year.

Limiting the number of licenses to only two per licensee greatly restricts the number of private events that each company could potentially cater. Increasing this limitation from two to six allows a catering company to provide their services more often within the Village. It will also allow the Park District to work with fewer caterers, who will be familiar with both the Park District's as well as the Village's requirements pertaining to insurance, licensing, etc. This will in turn simplify and streamline the process for both Park District and Village staff.

RECOMMENDATION

Staff recommends approval of the Ordinance.

Underlined = addition

Strikeout = deletion

ORDINANCE NO. 2022-____

**AN ORDINANCE AMENDING CHAPTER 5.20, LIQUOR CONTROLS,
OF THE BUFFALO GROVE MUNICIPAL CODE**

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

WHEREAS, a request has been made to the Village to modify the conditions and limitations of the Class G4 liquor license. The Village Class G4 liquor license would need to be amended to allow any one licensee to be issued more than two such licenses within a calendar year.

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

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

Section 2. Subsection G.4. of Section 5.20.070, Licenses-Classifications-Fees, of the Buffalo Grove Municipal Code is hereby amended in its entirety to read as follows:

5.20.070 License-Classifications-Fees

7. Class G4 licenses, authorizing the giving away of alcoholic liquors for consumption on premises of any property within the Village, other than Dwellings, as defined in Chapter 17 of this Code, house trailers and mobile homes for a private function, where attendance is by invitation only and not open to the public, shall be subject to the following conditions and limitations:
 - a. Dram shop liability insurance will be provided,
 - b. The fee for the special event license is set forth in Chapter 1.16 of this Code,
 - c. No event shall be longer than one continuous twenty-four hour period,
 - d. The license shall be valid only for the date shown on the face of the license,
 - e. No more than six such licensees shall be issued per day,
 - f. No more than ~~two~~ six such licenses shall be issued to any one licensee within a calendar year.

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. Any person violating any portion of this Ordinance shall be punished according to the provisions of Section 5.20.260 of the Buffalo Grove Municipal Code.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication. This Ordinance may be published in pamphlet form.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



**Ordinance No. O-2022-42 : Liquor License Reservation- Axel's
Bistro Cafe at 131 Dundee Road**

Recommendation of Action

Staff recommends approval.

SUMMARY: A Class A liquor license is reserved for Axel's Properties, LLC d/b/a Axel's Bistro Cafe at 131 Dundee Road. This reservation is subject to the applicant completing Village requirements for said license on or before July 18, 2022.

ATTACHMENTS:

- Ord Class A - Reserve Axel's Properties LLC dba Axel's Bistro Cafe (DOCX)

Trustee Liaison
Sussman

Staff Contact
Jessie Brown, Community Development

Monday, April 18, 2022

Underlined = addition

~~Strikethroughs~~ = deletion

04/07/2022

ORDINANCE NO. 2022 - ____

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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. Subsection A. of Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~striketrough~~ and additions in underline text so that Subsection A. of Section 5.20.072 shall provide as follows:

A. Class A. Licensee and d/b/a	Address
1. Luma, LLC d/b/a Lou Malnati's	85 South Buffalo Grove Road
2. Rack 'Em Up Chicago, Inc.	312 McHenry Road
3. The Schwaben Center	301 Weiland Road
4. Midas Banquets, Inc. d/b/a Astoria Banquets	1375 W. Dundee Road
5. La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant	220 N. Milwaukee Avenue
6. K1 Speed, Inc.	301 Hastings Lane
7. Leiserv, LLC d/b/a Bowlero – Buffalo Grove	350 McHenry Road
8. Le Presa Restaurant, Inc.	86 W. Dundee Road
9. BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
10. Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs	1224 W. Dundee Road
11. Telugu Ruchulu of BG, LLC d/b/a Nawabi Hyderabad House Biryani Place	228 McHenry Road
12. Themis's Pizza, LLC d/b/a Giordano's of Buffalo Grove	270 McHenry Road
13. Yang Group, Inc. d/b/a Sushi Grove	154 McHenry Road
14. AAA Restaurant, Inc. d/b/a Flambe India	1155 McHenry Road #102B
15. TK Tavern, Inc. d/b/a Prairie House Tavern	2710 Main Street

16. WJN Golf, LLC d/b/a WJ Golf

401 Half Day Road

17. Axel's Properties, LLC d/b/a Axel's Bistro Café

131 Dundee Road

Section 2.

- A. A Class A liquor license is reserved for Axel's Properties LLC d/b/a Axel's Bistro Café at 131 Dundee Road. This reservation is subject to the applicant completing Village requirements for said license on or before July 18, 2022. The Village Manager shall have the authority to extend the July 18, 2022 date for good cause shown. If not so extended, this reservation shall cease.
- B. This Section shall not be codified.

Section 3. This Ordinance shall be in full force and in effect from and after its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Ordinance No. O-2022-43 : Certificate of Initial Acceptance and Approval: NCH Outpatient Care Center Development Improvements

Recommendation of Action

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

SUMMARY: Attached is the Certificate of Initial Acceptance for the NCH Outpatient Care Center development located at 15 S. McHenry Road. Staff recommends approval to begin the one year maintenance period on April 18, 2022.

ATTACHMENTS:

- CIA Memo_NCH_22-0411 (DOCX)
- Certificate of Initial Acceptance NCH (DOCX)
- Ordinance NCH CIA (DOCX)

Trustee Liaison
Johnson

Staff Contact
Darren Monico, Public Works

Monday, April 18, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: April 11, 2022
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: NCH Buffalo Grove Outpatient Care Center - Certificate of Initial Acceptance

The Developer of the NCH Buffalo Grove Outpatient Care Center located at 15 S. McHenry Road has completed the required improvements and the development will be moved to the one-year maintenance period beginning April 18, 2022.

The developer has created a plan to make all the parking spots adjacent to the south side of the building to be changed to handicapped accessible spots. This will be permitted separately, and it will remove some of the handicapped spots from the side of the building. The Engineering Division is still retaining part of the letter of credit to ensure the completion of this work.

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

VILLAGE OF BUFFALO GROVE
CERTIFICATE OF INITIAL ACCEPTANCE AND APPROVAL

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

SUBDIVISION NCH Buffalo Grove Outpatient Care Center DEVELOPER NCH 15 S. McHenry Road, LLC

UNIT NO. _____ LOCATION 15 S. McHenry Rd

Dedicated Public Right of Way (if any): N/A

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

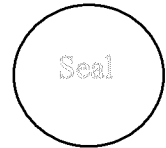
Description of Private Improvements: New building construction, old building demolition, parking lot & entrance improvements, water/sanitary service connections, and storm sewer system with above ground and underground basins.

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

Village Engineer

Date

PUBLIC WORK'S CERTIFICATION

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

Director of Public Works

Date

VILLAGE MANAGER'S CERTIFICATION

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

Village Manager

Date

ACCEPTANCE OF PUBLIC IMPROVEMENTS

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

Village Board of Trustees Action: _____

Date

Page No.

Village President

Date

ORDINANCE 2022-_____

**AN ORDINANCE AUTHORIZING EXECUTION OF THE CERTIFICATE OF INITIAL ACCEPTANCE FOR THE NCH
BUFFALO GROVE OUTPATIENT CARE CENTER DEVELOPMENT**

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 Northwest Community Hospital for the completed outpatient care center development located at 15 S. McHenry Road in the Village of Buffalo Grove,

WHEREAS, upon execution of this ordinance, Northwest Community Hospital 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 Northwest Community Hospital for the medical office and outpatient care center located at 15 S. McHenry Road in the Village of Buffalo Grove.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2022
 APPROVED: _____, 2022

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Ordinance NCH CIA (O-2022-43 : Initial Acceptance of NCH Outpatient Care Center Development Improvements)



Action Item : Authorization to Bid Village Hall Facility Improvements

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff seeks authorization to bid Village Hall Facility Improvements as detailed in the attached memo.

ATTACHMENTS:

- Authorization to Bid - Village Hall Facility Improvements (DOCX)

Trustee Liaison
Weidenfeld

Staff Contact
Tom C. Wisniewski, Village Board

Monday, April 18, 2022	
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VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: April 14, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Village Hall Facility Improvements

Staff seeks authorization to bid Village Hall Facility Improvements. Scope of work includes addressing office security, relocation of existing offices, creation of office spaces, and the creation of an informal meeting space. Associated activities include demolition, construction of new walls, doors, cabinets, countertops, flooring, electrical, HVAC and fire protection.



Resolution No. R-2022-3 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes

Recommendation of Action

Staff recommends approval.

SUMMARY: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: October 18, 2021 and November 1, 2021.

ATTACHMENTS:

- RESOLUTION - 041822 (DOC)

Trustee Liaison

Ms. Sirabian

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, April 18, 2022

RESOLUTION No. 2022-**RESOLUTION RELATING TO THE SEMI-ANNUAL REVIEW OF CLOSED SESSION MINUTES**

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

SECTION ONE: On January 3, 2022, the Corporate Authorities of the Village voted to approve the following Closed Session minutes:

October 18, 2021

November 1, 2021

On March 21, 2022, the Corporate Authorities of the Village voted to approve the following Closed Session minutes

January 3, 2022

January 18, 2022

January 31, 2022

February 7, 2022

February 22, 2022

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

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED AND APPROVED this 18th day of April 2022

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: RESOLUTION - 041822 (R-2022-3 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes)



Ordinance No. O-2022-44 : Ordinance Providing for Compensation of the Village Manager

Recommendation of Action

N/A

Consistent with Village Board direction, the attached ordinance establishes additional compensation for the Village Manager. Proper notice has been given in accordance with 5 ILCS 120/7.3, having been published and available on the Village's web site on April 8, 2022.

The Village Board approved the Village Manager's 2017 Employment Agreement on March 20, 2017, providing for terms and conditions of his employment including compensation. The agreement was subsequently amended on April 15, 2019. The attached ordinance provides for additional performance compensation based on satisfactory achievement of goals in his 2021 performance evaluation.

ATTACHMENTS:

- Ordinance Establishing Additional Compensation 2021 (DOC)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, April 18, 2022

4/14/2022

ORDINANCE NO. 2022-_____

**AN ORDINANCE ESTABLISHING VILLAGE MANAGER
PERFORMANCE BENEFIT**

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

WHEREAS, the Corporate Authorities of the Village of Buffalo Grove by Ordinance No. 2017-011 approved an Employment Agreement dated March 20, 2017 between the Village of Buffalo Grove and Dane C. Bragg; and

WHEREAS, said 2017 Employment Agreement was subsequently amended by Ordinance 2019-023, approved by the Corporate Authorities on April 15, 2019; and

WHEREAS, said amended Employment Agreement further establishes the terms of additional compensation and benefits. The Village Board wishes to provide compensation or benefits in addition to those enumerated in Section 4.D of the Agreement.

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

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

Section 2. In support of his admirable performance for the year 2021, Dane C. Bragg, as Village Manager of the Village of Buffalo Grove, shall be awarded additional performance compensation in the amount of \$30,000.00, payable upon passage of this ordinance.

Section 4. The remaining terms and conditions of the Village Manager Employment Agreement shall remain in full force and effect.

Section 5. This ordinance shall be effective upon its passage and approval. This ordinance shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022.

APPROVED: _____, 2022.

APPROVED:

Village President

ATTEST:

Village Clerk

Attachment: Ordinance Establishing Additional Compensation 2021 (O-2022-44 : Ordinance Compensation Village Manager)



Ordinance No. O-2022-45 : Ordinance Approving an Annexation Agreement for the Property at 22405 & 22371 Prairie Road

Recommendation of Action

Staff recommends that the Village Board approve the attached annexation agreement, subject to the final review and approval by the Village Attorney.

THG Holdings is looking to redevelop 2 acres of unincorporated property at 22371 & 22405 N Prairie Road. The plan proposes to rezone the property into R4 residential district, resubdivide the property into six single-family lots for future single-family homes. The property is currently improved with two residential properties on it.

ATTACHMENTS:

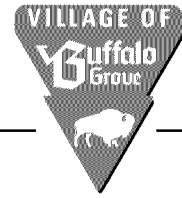
- BOT Memo (DOCX)
- Ordinance Approving an Annexation Agreement for the Property at 22405 & 22371 Prairie Road (DOCX)
- Annexation Agreement for the Property at 22405 & 22371 Prairie Road (DOCX)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Monday, April 18, 2022

VILLAGE OF BUFFALO GROVE



DATE: April 14, 2022

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development

SUBJECT: Consider Approval of the Annexation Agreement for 22371 & 22405 N Prairie Road Parkway

ACTION REQUESTED

Staff recommends that the Village Board approve the attached annexation agreement, subject to final review and approval by the Village Attorney.

BACKGROUND

THG Holdings is looking to redevelop 2 acres of unincorporated property at 22371 & 22405 N Prairie Road. The property is currently improved with two residential properties. The plan proposes to rezone the property into R4 residential district, re-subdivide the property into six single-family lots for future single-family homes. As proposed, the project requires annexation with a rezoning to R-4 One-Family Dwelling District, a Preliminary Plan, and a Plat of Subdivision. ***Further information and exhibits can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.***

ORDINANCE NO. 2022 - __**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT****22371 & 22405 N 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 a petition 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 April 18, 2022 concerning said Annexation Agreement and zoning have been given and the public hearing was held; and,

WHEREAS, it is determined to be in the best interest of the Village of Buffalo Grove to approve said Annexation Agreement.

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

Section 1. The Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit B, is approved.

Section 2. The President and Clerk of the Village are hereby authorized to execute said Agreement on behalf of the Village of Buffalo Grove.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval. This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

Village Clerk

APPROVED:

Beverly Sussman, Village President

This document was prepared by:

Nicole Woods
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL60089

Mail to:

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

EXHIBITA**Legal Description****PARCEL 1:**

LOT 4 (EXCEPT THE EAST 330.0 FEET THEREOF) IN BILLY'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 1A:

LOT 4 (EXCEPT THE EAST 290.0 FEET THEREOF) IN BILLY'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 330 FEET OF LOT 3 IN BILLY'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT SAINT MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956 AS DOCUMENT 912118, IN BOOK 1453 OF RECORDS, PAGE 458, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

Annexation Agreement

3/29/2022

ANNEXATION AGREEMENT

**Dahlen Management Group, Inc., as Owner and
THG Holdings LLC-Series E, as Developer
22371 and 22405 N. Prairie Road**

This agreement (hereinafter referred to as the "**Agreement**") is made and entered into this _____ day of _____, 2022, 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 THG Holdings LLC- Series E, an Illinois series limited liability company, 747 Lake Cook Road, Suite 100W, Deerfield, IL 60015, (hereinafter referred to as "**Developer**") and Dahlen Management Group, Inc., an Illinois corporation (hereinafter referred to as "**Owner**").

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 has filed a petition for annexation into the Village of a certain tract of property (hereinafter referred to as the "**Property**") comprising 2 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, is attached hereto as **EXHIBIT B**, which depicts a total area of 2 acres to be annexed; and

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

WHEREAS, Owner and Developer desire to annex the Property pursuant to the provisions and regulations applicable to the R-4 one-family Dwelling District of the Village Zoning Ordinance, including the construction and occupancy of six (6) single family residences on the Property; and,

WHEREAS, Developer desires and proposes pursuant to the provisions and regulations applicable to the R-4 District of the Village Zoning Ordinance, to develop the Property in accordance with and pursuant to a certain Final Plat of Subdivision prepared by R.E. Allen and Associates, Ltd. ("**R.E. Allen**") dated as last revised December 22, 2021 attached hereto as **EXHIBIT D** and a certain Preliminary Engineering Plan prepared by Pearson Brown & Associates, Inc. ("**Pearson Brown**") dated January 7, 2022 attached hereto as **EXHIBIT F** and a Conceptual Site Plan prepared by Pearson Brown dated September 24, 2021 attached hereto as **Exhibit E**, and a Plat of Dedication to Lake County for Public Roadway Purposes prepared by R.E. Allen dated January 13, 2022 attached hereto as **EXHIBIT C** and subject to all other exhibits attached hereto or incorporated by reference herein (hereinafter collectively referred to as "**Preliminary Plan**"). Said development of the Property shall consist of 6 single-family homes 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-4 District and the "Preliminary Plan"; 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 Owner and Developer 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-4 one-family Dwelling 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-4 District, 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 Final Plat of Subdivision and "Preliminary Plan" and other exhibits attached hereto or incorporated by reference herein.

5. Approval of Plans. The Corporate Authorities hereby approve the Final Plat of Subdivision (**EXHIBIT D**) and other Exhibits pursuant to the provisions of the Development

Ordinance. The Corporate Authorities agree to approve a Development Plan (including the Final Plat of Subdivision) 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
- 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 Owner and Developer agree 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 and that Developer shall be granted a six (6) month grace period from the effective date of such new ordinances, amendments and rules and regulations. 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 subject to the six (6) month grace period. Notwithstanding the foregoing, the Village shall not apply new ordinances or regulations to the Property which would reduce the density for six (6) single family homes as set forth in the "Preliminary Plan".

7. Amendment of Plan. If the Developer desire to make material changes to the Plat of Subdivision, or Exhibits, as herein approved, the parties agree that such material changes to the Final Plat of Subdivision or Exhibits may require, if the Village so determines in their sole discretion, 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 Final Plat of Subdivision. 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 Final Plat of Subdivision and Exhibits. 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 and that Developer shall be granted a six (6) month grace period from the effective date of approval of any building fee increase. 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 reasonable expenses incurred by the use of consultants in the review and inspection of the development from time to time.

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 F 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 Final Plat of Subdivision. 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 single-family residences 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 sanitary sewers as may be necessary to service the Property, in accordance with EXHIBIT F. 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 F. 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. Intentionally Deleted.

13. Payment of Recapture Fees Owed. Any amount of recapture required to be paid by this Property is identified on Exhibit J and shall be due and payable to the Village at such time set forth in Exhibit J.

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 I**) 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	Plat of Dedication
EXHIBIT D	Final Plat of Subdivision
EXHIBIT E	Conceptual Site Plan
EXHIBIT F	Preliminary Engineering Plan
EXHIBIT G	Landscape Plan
EXHIBIT H	Sample Elevations with additional available options
EXHIBIT I	Sample Development Improvement Agreement
EXHIBIT J	Recapture Fees
EXHIBIT K	Preliminary Plan

16. Annexation Fee. Developer agrees to pay an annexation fee of \$1,500 per residential unit for the 6 residential units, which fee shall be payable pro rata at issuance of building permits for each residential unit. 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 Village acknowledges that Developer will be constructing semi-custom homes. The Sample Elevations and available options for homebuyers attached as Exhibit H shall not be deemed to limit or constitute the elevations that shall be selected by homebuyers for the semi-custom homes to be constructed on the Property. The Final Elevations selected for each semi-custom home on the Property shall be submitted to the Village Manager for approval and at the direction of the Village Manager approval by the Appearance Review Team (ARI). In no event shall Final Elevations for each semi-custom home on the Property require approval by the Planning and Zoning Commission or the Village Board of Trustees provided consistent with this Agreement.

18. Intentionally Deleted.

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 on a per unit basis at the time of issuance of a building permit for conveyance to School Districts 102 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, said rooms have closets and 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. 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.

24. 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 therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

25. 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 the assignee of the Buyer under contract to purchase the Property from Owner, with a closing date on or before December 1, 2022 after

the Village has approved this Agreement. As such, the Village acknowledges that, upon closing, THG Holdings LLC - Series E, or an entity which controls, is controlled by or is under common ownership with THG Holdings LLC - Series E 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 1, 2022, all rights and benefits of this Agreement and the approved Annexation Ordinance, Rezoning Ordinances and all related ordinances approving the development of the Property shall not be given to, or binding on the Owner and/or the Property and this Agreement shall be null and void. 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.

26. 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.

27. 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:	Dahlen Management Group, Inc. 160 Ironwood Court Buffalo Grove, IL 60089 Attention: John Dahlen
Copy to:	Peter N. Weil Peter N. Weil & Associates 175 Olde Half Day Road, Suite 134 Lincolnshire, IL 60069

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If to Developer: THG Holdings LLC - Series E
747 Lake Cook Road
Suite 100W
Deerfield, IL 60015
Attention: Derick B. Goodman

Copy to: Deborah T. Haddad
Haddad Law Firm LLC
300 Knightsbridge Parkway
Suite 121
Lincolnshire, IL 60069

If to Village: Village Manager
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Copy to: Patrick Brankin
Schain, Banks, Kenny & Schwartz, Ltd.
70 W. Madison, Suite 2300
Chicago, IL 60602

28. Default.

(a) 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 Residential Estate 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 Residential Estate District.

(b) In addition to sub-paragraph 28(a) above, it is recognized by the parties hereto that there are obligations and commitments set forth herein which are to be performed and provided by the Developer not by the Owner. The Village agrees that the Owner as such is exculpated from any liability or obligation to perform the commitments and obligations of the Developer set forth herein and that the Village will look solely to the Developer for such performance. It is understood and agreed that Developer shall not have obligations under this Annexation Agreement until Developer acquires the Property. In the event that Developer does not acquire the Property, neither Owner or Developer shall be obligated by this Annexation Agreement and this Annexation Agreement shall become null and void without further action of the parties. Developer shall provide the Village Manager with notice within ten (10) days after Developer has closed on the acquisition of the Property.

29. Litigation.

- i. 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.
- ii. 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 and failure to timely cure such default.
- iii. The 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 Developer is responsible.

30. Indemnification Concerning Recapture. The Developer shall indemnify, defend and save harmless the Village, its officers, agents and employees, from any and all actions, claims or demands arising out of the existence, terms, administration, enforcement or attempted enforcement of any provision concerning recapture in this Agreement. The Developer shall prosecute or defend any action, proceeding or cause, legal or otherwise, that may arise out of the existence, terms, administration, enforcement or attempted enforcement of any provisions concerning recapture in this Agreement. The Developer will hold the Village, its officers, agents, and employees, free and harmless from any costs, fees (including attorney's fees and expenses) or judgments which the Village, its officers, agents or employees may incur or become liable for pursuant to any such action, claim or cause. The Village shall endeavor in good faith to enforce the provision of the recapture provisions hereof and to collect the recapture as established herein. However, the parties recognize the possibility of omissions or errors, and it is agreed that the Village shall not be liable in any way in the event that it shall fail, for any reason whatsoever, to collect or enforce the payment of said recapture as established herein. The Village's obligation is limited to the amount or amounts actually collected pursuant to the provisions of this Agreement.

31. 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. Developer represents and warrants that there is no mortgagee, lien holder or holder of any security interest affecting title to the Property or any part thereof.

- 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 Long Grove 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 Developer within sixty (60) days of the date of this Agreement.

32. 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 Property.

33. 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.

34. 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.

35. Developer Obligations

- a. The proposed development of six-single family residential units shall conform to the plans and conditions provided in this Agreement and in the Rezoning Ordinance.
- b. Final engineering shall be subject to the review and approval of the Village.
- c. Final landscape plan shall be subject to the review and approval of the Village.

d. The final plat of subdivision is acceptable to the Village.

36. Spec Single Family Residence. Village agrees to permit Developer to construct and maintain a spec single family residence on the Property.

37. Foundation Permits. At the request of Developer, foundation permits will be issued by the Village (i) upon recording the Final Plat of Subdivision, (ii) execution of the Annexation Agreement and Development Improvement Agreement by the Developer and the Village, (iii) the Property has access to fire hydrants, and (iv) the foundation permits are in conformance with the "Preliminary Plan".

38. Security. In no event shall Developer be required to deposit security for public and/or private site improvements with the Village in the event Developer is required to deposit security with any other governmental entity for such improvements to avoid a duplication of any deposit for security by Developer.

IN WITNESS WHEREOF, the Corporate Authorities and Owner/Developer 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.

[Remainder of this page is intentionally blank – signature page follows]

16

VILLAGE OF BUFFALO GROVE

By: _____
 Beverly Sussman, Village President

ATTEST:

By: _____
 VILLAGE CLERK

DEVELOPER:

THG Holdings LLC, Series E,
 an Illinois series limited liability company

By: _____
 Derick B. Goodman, Manager
 Printed Name and Position

OWNER:

Dahlen Management Group, Inc.,
 an Illinois corporation

By: _____
 John Dahlen, President
 Printed Name and Position

This document prepared by: Patrick Brankin
 Schain, Banks, Kenny & Schwartz, Ltd.
 70 W. Madison Street, Suite 5300
 Chicago, IL 60602

Mail to:

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

EXHIBIT A**Legal Description****PARCEL 1:**

LOT 4 (EXCEPT THE EAST 330.0 FEET THEREOF) IN BILICK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 1A:

LOT 4 (EXCEPT THE EAST 290.0 FEET THEREOF) IN BILICK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 330 FEET OF LOT 3 IN BILICK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT SAINT MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956 AS DOCUMENT 912118, IN BOOK 1453 OF RECORDS, PAGE 458, IN LAKE COUNTY, ILLINOIS.

18

EXHIBIT B

Plat of Annexation

19

EXHIBIT C

PLAT OF DEDICATION

20

EXHIBIT D

FINAL PLAT OF SUBDIVISION

Attachment: Annexation Agreement for the Property at 22405 & 22371 Prairie Road (O-2022-45 : Ordinance Approving an Annexation

21

EXHIBIT E
CONCEPTUAL SITE PLAN

22

EXHIBIT F

PRELIMINARY ENGINEERING PLAN

23

EXHIBIT G
LANDSCAPE PLAN

24

EXHIBIT H

**SAMPLE ELEVATIONS AND ADDITIONAL OPTIONS
FOR SELECTION BY HOMEBUYER**

25

EXHIBIT I

SAMPLE DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT J**RECAPTURE FEES**

The total recapture fee is \$1,876.99 for all of the Property payable to the Village by Developer on May 2, 2022

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EXHIBIT K

PRELIMINARY PLAN

EXHIBITS C, D, E AND F COLLECTIVELY REFERRED TO AS PRELIMINARY PLAN



**Ordinance No. O-2022-46 : Ordinance Annexing the Property at
22405 & 22371 Prairie Road**

Recommendation of Action

Staff recommends that the Village Board approve an Ordinance annexing the property at 22405 & 22371 Prairie Road.

THG Holdings is looking to redevelop two acres of unincorporated property at 22371 & 22405 N Prairie Road. The plan proposes to rezone the property into R4 residential district, resubdivide the property into six single-family lots for future single-family homes. The property is currently improved with two residential properties.

ATTACHMENTS:

- BOT Memo Regarding Annexation (DOCX)
- Ordinance Annexing Property (DOCX)
- Exhibit B Plat of Annexation (PDF)

Trustee Liaison

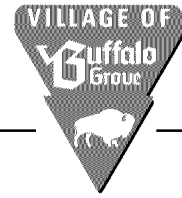
Pike

Staff Contact

Nicole Woods, Community Development

Monday, April 18, 2022

VILLAGE OF BUFFALO GROVE



DATE: April 14, 2022

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development

SUBJECT: Ordinance Annexing 22371 & 22405 N Prairie Road

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance annexing the property at 22371 & 22405 N Prairie Road.

BACKGROUND

THG Holdings is looking to redevelop 2 acres of unincorporated property at 22371 & 22405 N Prairie Road. The property is currently improved with two residential properties. The plan proposes to rezone the property into R4 residential district, re-subdivide the property into six single-family lots for future single-family homes. As proposed, the project requires annexation with a rezoning to R-4 One-Family Dwelling District, a Preliminary Plan, and a Plat of Subdivision. ***Further information and exhibits can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.***

ORDINANCE NO. 2022 - __

**AN ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS**

22371 & 22405 N PRAIRIE ROAD

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

WHEREAS, a written petition signed by all of the owners of record of the land and all the electors in the territory hereinafter described, requesting the annexation of such territory to the Village of Buffalo Grove, has been filed with the Village Clerk of the Village of Buffalo Grove; and,

WHEREAS, said territory is not within the corporate limits of any municipality, but is contiguous to the Village of Buffalo Grove; and,

WHEREAS, notice of the proposed annexation of such territory has been given to the appropriate authorities; and,

WHEREAS, it is in the best interests of the Village of Buffalo Grove that such territory be annexed to the Village of Buffalo Grove.

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

Section 1. That the real property legally described in Exhibit A attached hereto be and hereby is annexed to the Village of Buffalo Grove. A true and correct map of said real property is attached hereto and made a part hereof as Exhibit B.

Section 2. The Village Clerk of the Village of Buffalo Grove is hereby directed to cause to be filed in the Office of the Recorder of Deeds of Lake County a copy of this Ordinance with an accurate map of the territory annexed.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval. This Ordinance shall not be codified.

AYES: _____

Attachment: Ordinance Annexing Property (O-2022-46 : Ordinance Annexing the Property at 22405 & 22371 Prairie Road)

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

This document was prepared by:

Nicole Woods
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL60089

Mail to:

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

EXHIBIT A
Legal Description

PARCEL 1:

LOT 4 (EXCEPT THE EAST 330.0 FEET THEREOF) IN BILICK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 1A:

LOT 4 (EXCEPT THE EAST 290.0 FEET THEREOF) IN BILICK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 330 FEET OF LOT 3 IN BILICK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH. RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT SAINT MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956 AS DOCUMENT 912118, IN BOOK 1453 OF RECORDS, PAGE 458, IN LAKE COUNTY, ILLINOIS.

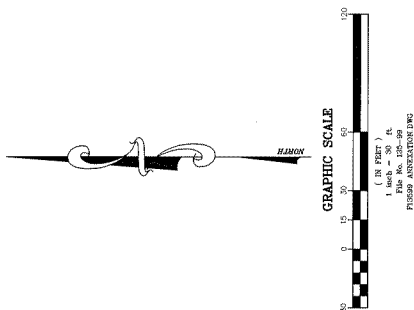
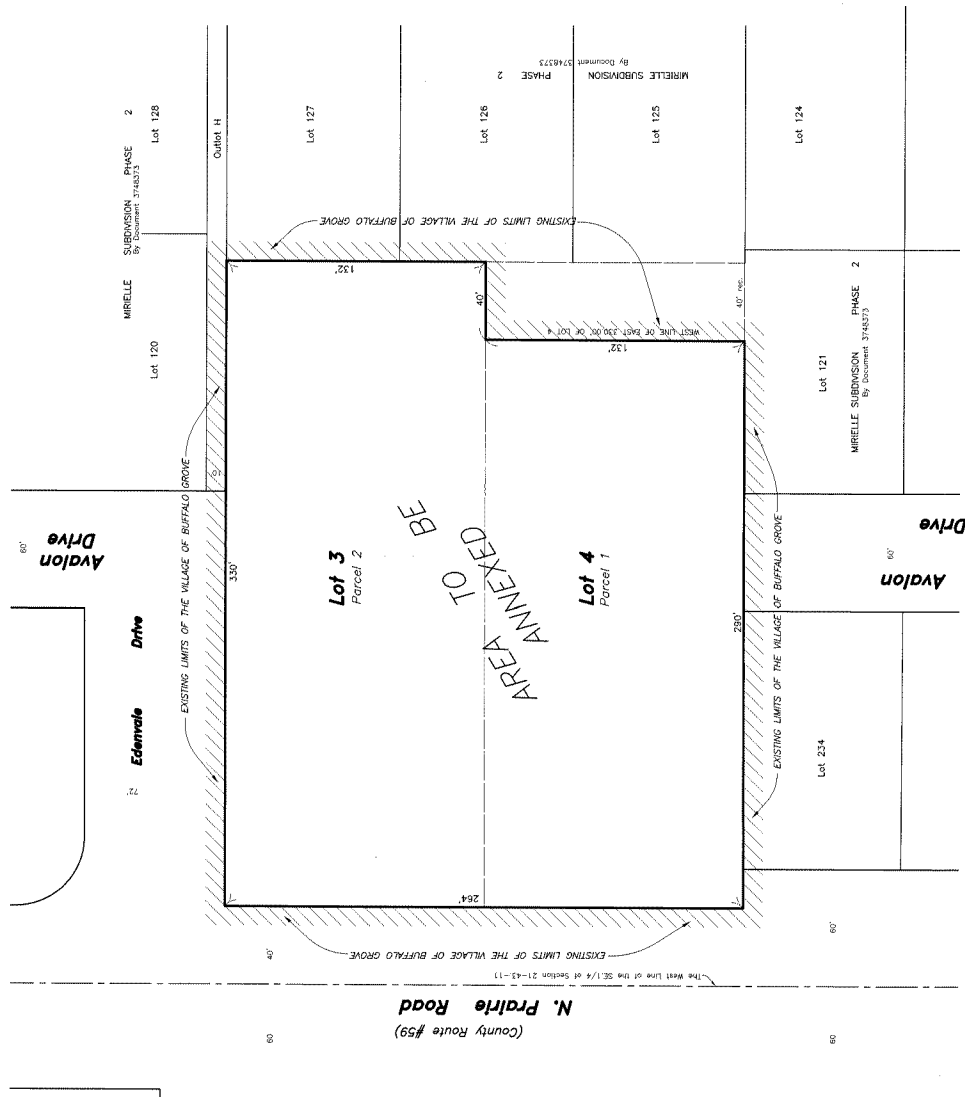
EXHIBIT B

Plat of Annexation

Attachment: Ordinance Annexing Property (O-2022-46 : Ordinance Annexing the Property at 22405 & 22371 Prairie Road)

PARCEL 2: THE WEST 330 FEET OF LOT 3 IN BILLICK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST 10TH MERIDIAN (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RIGHT OF THE MINNEAPOLIS, ST. PAUL AND SAULT SAINT MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956 AS DOCUMENT 9121118, IN BOOK 11453 OF RECORDS, PAGE 456, IN LAKE COUNTY, ILLINOIS.

15-21-401-Q10



I.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030

Packet P_{ij}. ↑



**Ordinance No. O-2022-47 : Ordinance Approving a Rezoning to R4
for the Property at 22405 & 22371 Prairie Road**

Recommendation of Action

The PZC unanimously recommended approval, subject to the conditions and obligations in the attached Ordinance. Staff concurs with this recommendation.

THG Holdings is looking to redevelop two acres of unincorporated property at 22371 & 22405 N Prairie Road. The plan proposes to rezone the property into R4 residential district, resubdivide the property into six single-family lots for future single-family homes. The property is currently improved with two residential properties on it. Further information and details about the project can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.

ATTACHMENTS:

- BOT Memo Regarding Rezoning for the Property at 22371 & 22405 Prairie Rd (DOCX)
- Ordinance Rezoning (DOCX)
- Exhibit B Plan Set (PDF)
- Exhibit C PZC Minutes(PDF)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Monday, April 18, 2022

VILLAGE OF BUFFALO GROVE



DATE: April 18, 2022

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development

SUBJECT: Ordinance Rezoning 22371 & 22405 N Prairie Road to R4 Residential District

ACTION REQUESTED

Staff recommends that the Village Board approve an ordinance granting approval of the rezoning and development of the 22371 & 22405 N Prairie Road.

BACKGROUND

THG Holdings is looking to redevelop 2 acres of unincorporated property at 22371 & 22405 N Prairie Road. The property is currently improved with two residential properties. The plan proposes to rezone the property into R4 residential district, re-subdivide the property into six single-family lots for future single-family homes. As proposed, the project requires annexation with a rezoning to R-4 One-Family Dwelling District, a Preliminary Plan, and a Plat of Subdivision. ***Further information and exhibits can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.***

ORDINANCE NO. 2022- __

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE
OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS

22371 & 22405 N PRAIRIE ROAD.

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

WHEREAS, the property legally described in Exhibit A hereto was annexed to the Village of Buffalo Grove by Ordinance No. 2022 - __ pursuant to a written Annexation Agreement dated _____, 2022 and approved by the Village by Ordinance No. 2022 - __ ("Annexation Agreement"); and

WHEREAS, THG Holdings LC-Series E, an Illinois series limited liability company ("Applicant") applied for a zoning map amendment; and

WHEREAS, notice of public hearing for a map amendment has been given and a public hearing was held on April 6, 2022 before the Village of Buffalo Grove 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: Map Amendment. A zoning map amendment from R-E One-Family Residential District to the R-4, One Family Dwelling District is granted for the property described in Exhibit A ("Property"). The Comprehensive Zoning Ordinance of the Village of Buffalo Grove, Cook and Lake Counties, Illinois as amended and the Village's Official Zoning Map is hereby further amended to reflect the zoning districts for the Property.

Section 2: General Conditions. Development and use of the Property shall be in compliance with the Annexation Agreement and in accordance with the plan set in Exhibit B. Unless otherwise expressly provided for in the Annexation Agreement, or otherwise expressly approved by the Village Board, the Property shall be subject to and maintained in accordance

with Buffalo Grove Municipal Code.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval according to law. This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

This document was prepared by:

Nicole Woods
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL60089

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove

EXHIBIT A
Legal Description

PARCEL 1:

LOT 4 (EXCEPT THE EAST 330.0 FEET THEREOF) IN BILLY'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 1A:

LOT 4 (EXCEPT THE EAST 290.0 FEET THEREOF) IN BILLY'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 330 FEET OF LOT 3 IN BILLY'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT SAINT MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956 AS DOCUMENT 912118, IN BOOK 1453 OF RECORDS, PAGE 458, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B
Plan Set

EXHIBIT C
Minutes from the 04/06/22 PZC Meeting

PROJECT NARRATIVE

AVALON CROSSING A NEW SUBDIVISION ON PRAIRIE ROAD IN BUFFALO GROVE, ILLINOIS

The purpose of this narrative is to describe the proposed residential development and associated replatting and annexation of existing parcels of land located at 22371 and 22405 Prairie Road in unincorporated Lake County.

This property is currently surrounded by homes on the north, east, and south side and Prairie Road to the west side. The proposed development would annex into Buffalo Grove and replat 2 acres of land in Lake County, IL to accommodate R-4 residential use.

The developer's general intended use on this subdivision is to develop 6 permit ready lots for custom and semi-custom residential homes. The 6 homes will ultimately be constructed on roughly quarter acre lots. The associated public street serving these lots will connect Avalon drive from the north to the south. The proposed use is consistent with the surrounding R-4 zoning established for these lots.

The homes will match the existing surrounding neighborhood with approximately 4 bedrooms, 2.5 bathrooms and 2 and 3 car attached garages. The exterior elevation will be aluminum or vinyl siding on the front, sides and rear with some brick or stone wainscot at the front.

Most utilities for this new development will be extended and connected. The water main will be connected or looped from Avalon Drive from the north to connect at the south approximately 182 feet. The sanitary sewer main currently runs through the property and is in the right location in the parkway constructed by the previous developer 30 years ago. Storm drainage will be connected from north to south and no detention is required by calculations of impervious surface.

The rear yards backing up to Prairie Road at the property line will include extending the existing 4' shadow box fence 182 feet from existing fence to the corner of Edenvale Drive.

We anticipate the necessary reviews to take place during the winter of 2022 and final permit submittal in spring of 2022 with road and home construction to beginning immediately thereafter.

Thanks in advance,



Derick Goodman, Manager
THG Holdings LLC – Series E
Developer



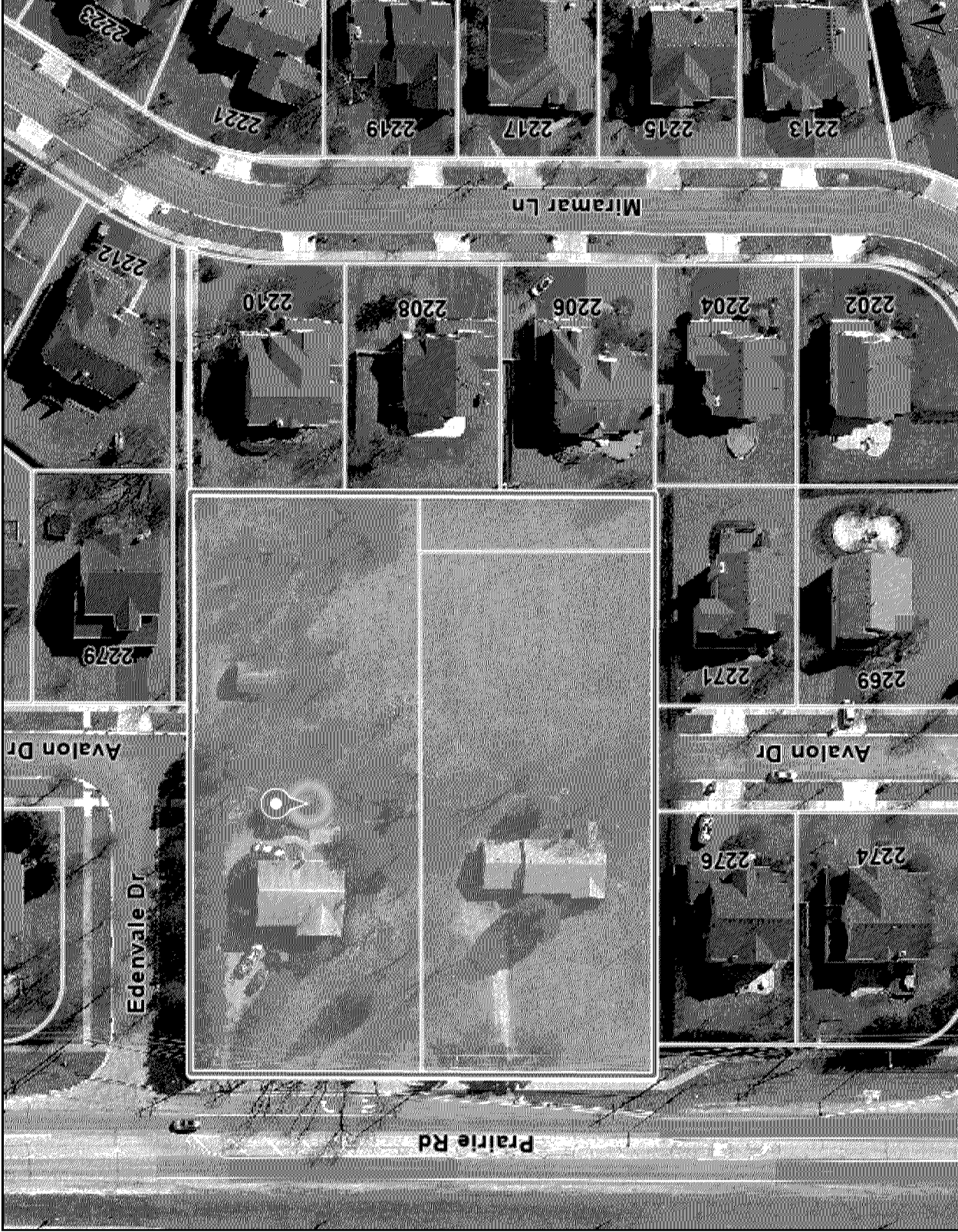
CUSTOM. BUILT. LUXURY.

Avalon Crossing

List of Variations:

NONE

Attachment: Exhibit B Plan Set (O-2022-47 : Ordinance Approving a Rezoning to R4 for the Property at 22405 & 22371 Prairie Road)

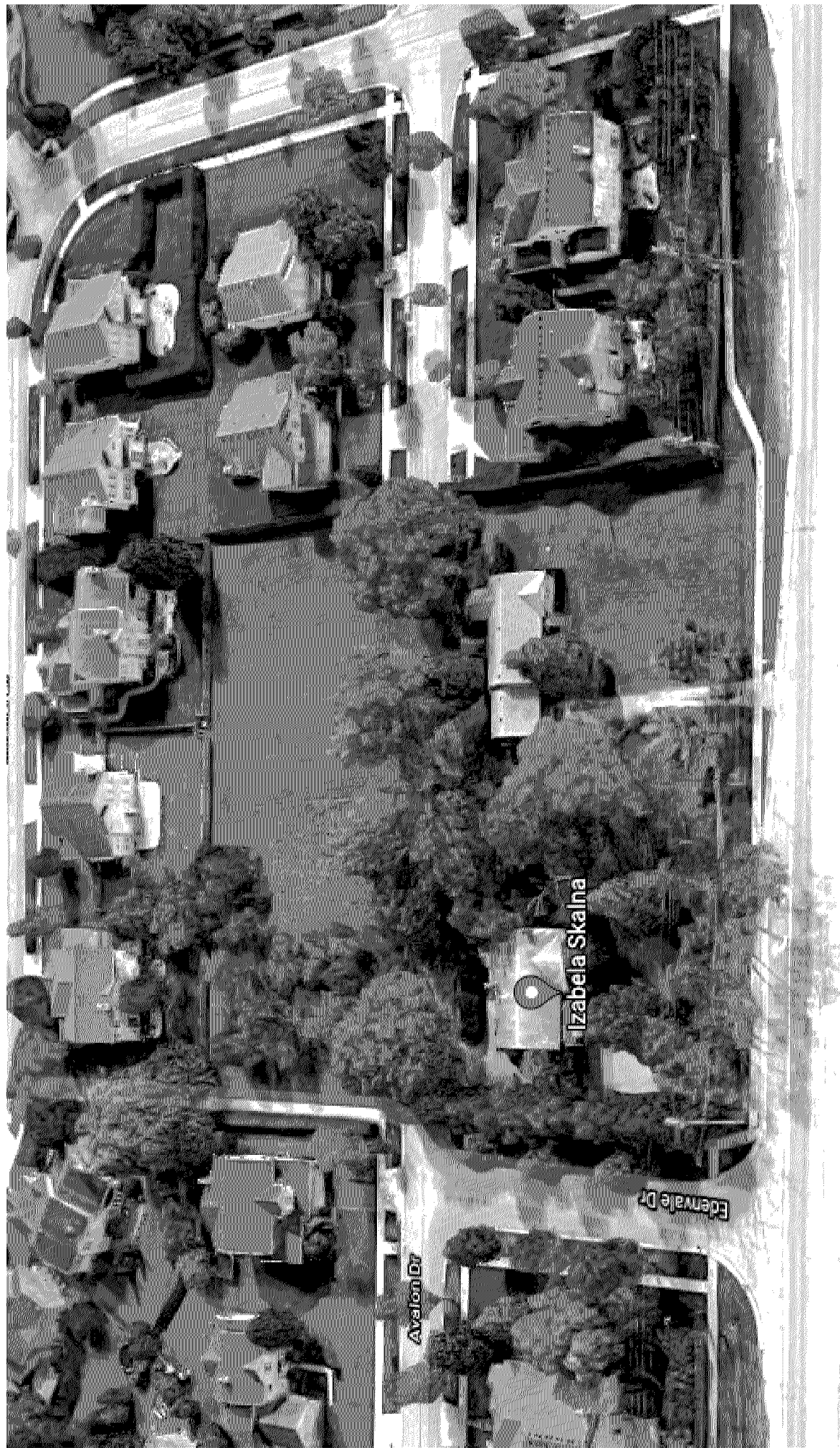


Legend

Print Date: 3/29/2022

Notes

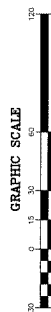
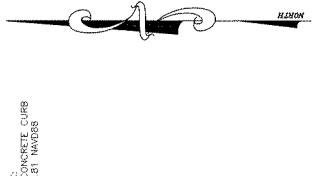
Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently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



THE PREMISES COMMONLY KNOWN AS:
22371 & 22405 N. PRAIRIE ROAD, PRAIRIE VIEW, IL. 60069
PARCEL AREA = 2.000 ACRES. 87,125 S.F.
PIN: 15-21-401-008
15-21-401-010
15-21-401-012

BENCHMARKS:
SOURCE BENCH MARK: LAKE COUNTY BENCHMARK DESIGNATION
S-5-STAR, SOUTHEAST FLANGE BOLT OF FIRE
HYDRANT, LOCATED ON THE SOUTH SIDE OF
AFTANKISIC ROAD AT INTERSECTION OF APTAKISIC
ROAD AND EXTENSION OF PRAIRIE ROAD.

SITE BENCHMARK:
CUT CROSS IN CONCRETE CURB
ELEVATION= 687.81 NAVD88



1 inch - 30 ft.
File No. 135-09

UTILITY LEGEND

NOTE:

COMMITMENT DATE: SEPTEMBER 3, 2021
 ** BASED UPON EXAMINATION OF THE FEMA MAPS IT HAS BEEN DETERMINED THAT
 NONE OF THE PROPERTY SHOWN HEREON IS SUBJECT TO FLOOD INSURANCE RATE MAP
 WITHIN A PROPERTY'S X AREA AS PORTRAYED ON FLOOD INSURANCE RATE MAP,
 COMMUNITY PANEL NO. 170697C0024K, EFFECTIVE DATE: SEPTEMBER 18, 2013.

[illegible]

CERTIFIED TO:
 CHICAGO TITLE INSURANCE COMPANY
 THE HOLDINGS, LLC-SERIES E, AN ILLINOIS SERIES LIMITED LIABILITY COMPANY
 OAKLAW MANAGEMENT GROUP, LLC

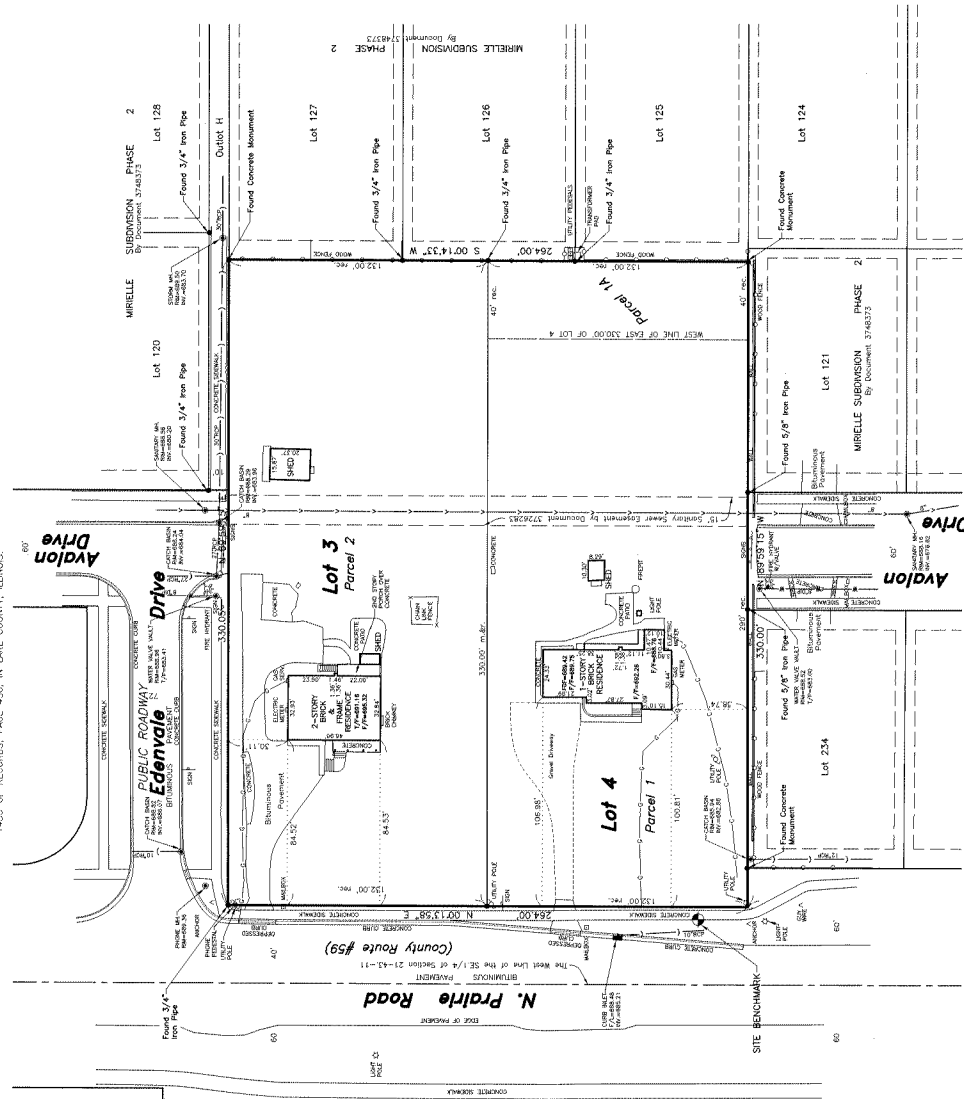
STATE OF ILLINOIS }
JANUARY 1897. }
JAMES M. HARRIS, }
CLERK OF THE SUPREME COURT, }
CHICAGO, ILL. }

THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD SURVEYING REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2.3.2.4, 7.6.3.1 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 22 DECEMBER 22, 2021.

JANUARY 12, 2022

 ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3616
 MY LICENSE EXPIRES 11-30-22
 PROFESSIONAL DESIGN FIRM NO. 184-062732

A circular professional seal for a land surveyor. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR" at the top and "STATE OF ILLINOIS" at the bottom. The center of the seal contains the name "BRYAN J. LEE" and the number "36498" below it. To the right of the name, the words "GRAYSBLAKE" and "ILLINOIS" are written vertically.



FIELDWORK COMPLETED: 12-22-2021
CLIENT NAME: ING Holdings LLC - Series E
ADDRESS: 747 Lake Cook Road, Suite 100W
Deerfield, IL 60015

NOTES:
 PLAT IS VOID If the Impressed Surveyor Seal does not appear.
 Only those Building Lines or Easements shown on a Recorded
 Subdivision Plat or from a Recorded Document are shown
 hereafter; check local ordinances before building.
 Compare your description and site markings with this plat AT
 ONCE, report any discrepancies which you may find.

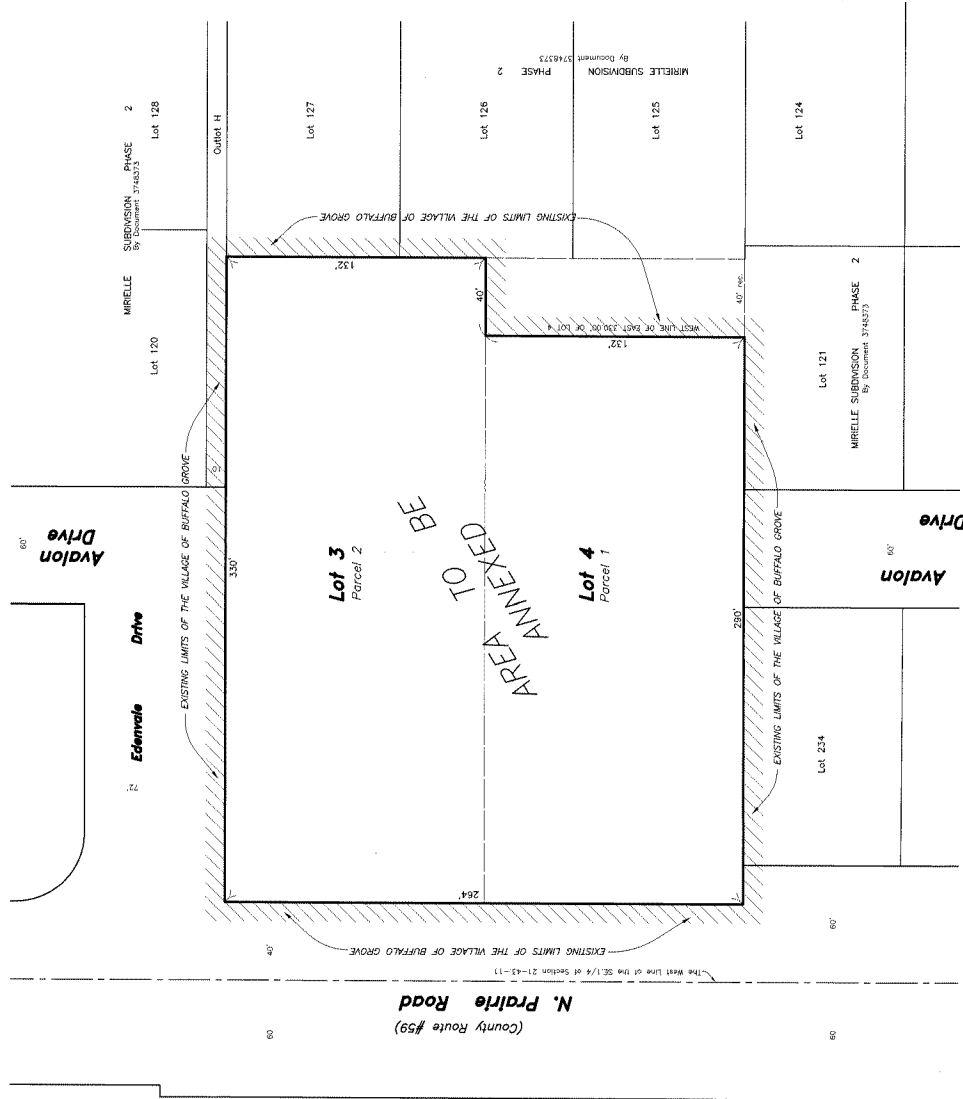
E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030

Packet: Pg. 162

PLAT OF ANNEXATION TO THE VILLAGE OF BUFFALO GROVE

PARCEL 1: LOT 3 (EXCEPT THE EAST 330.0 FEET THEREOF) IN BLOCK 1, THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF AND EXCEPTING THEREFROM THE EAST 330.0 FEET THEREOF, BEING 2.009 ACRES, 87,125 S.F., ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1996, AS DOCUMENT NO. 912116, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: LOT 4 (EXCEPT THE EAST 330.0 FEET THEREOF) IN BLOCK 1, THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF AND EXCEPTING THEREFROM THE EAST 330.0 FEET THEREOF, BEING 2.009 ACRES, 87,125 S.F., ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1996, AS DOCUMENT NO. 912116, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.



STATE OF ILLINOIS
COUNTY OF LAKE

BRIAN J. LEIBY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS PREPARED THIS PLAT OF ANNEXATION FROM EXISTING RECORDS AS A CORRECT REPRESENTATION OF THE ANNEXATION, DATED AT GRAVELAKE, ILLINOIS THIS 17TH DAY OF JUNE, 2021.

ILLINOIS LICENSE NO. 1212, EXPIRES 11/21/2021
PROFESSIONAL DESIGN FIRM NO. 184-022732

THE PREMISES COMMONLY KNOWN AS:
22371 & 22405 N. PRAIRIE ROAD, PRAIRIE VIEW, IL 60069
PARCEL AREA = 2.009 ACRES, 87,125 S.F.
PINS: 15-21-401-008
15-21-401-010

FIELDWORK COMPLETED: 12-22-2021
CLIENT NAME: THE ILLINOIS LAND SURVEYORS ASSOCIATION
ADDRESS: 1000 N. LAKE STREET, SUITE 1000
CHICAGO, IL 60610
PHONE: 312-467-1000
FAX: 312-467-1001

NOTE:
PLAT IS VOID IF THE IMPRESSED SURVEYOR'S SEAL DOES NOT APPEAR
ON THIS PLAT. THE SURVEYOR'S SEAL DOES NOT APPEAR ON THIS PLAT.
ON THESE BUILDING LINES OF EXISTING RECORDS SHOWN AS A CORRECT REPRESENTATION OF THE ANNEXATION, THE SURVEYOR HAS
HEREIN, CHECK LOCAL ORDINANCES BEFORE BUILDING.
COMPARE YOUR DESCRIPTION AND SITE MARKINGS WITH THIS PLAT AT
ONCE. REPORT ANY DISCREPANCIES TO THE SURVEYOR IMMEDIATELY.

RE: ALLEN AND ASSOCIATES, LTD.
N. CORPORATE, CIRCLE 600, SUITE C
CHICAGO, ILLINOIS 60606
PHONE: 847-223-0914 FAX: 847-223-0985

PLAT OF DEDICATION TO THE COUNTY OF LAKE FOR PUBLIC ROADWAY PURPOSES

AFTER RECORDING, RETURN TO:
LAKE COUNTY DIVISION OF
TRANSPORTATION
600 W WEST WINCHESTER ROAD
LIBERTYVILLE, IL 60048

PARCEL 1: THE WEST 20 FEET OF LOT 4 IN BILLYCK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1955, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THE WEST 20 FEET OF LOT 3 IN BILLYCK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1955, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

METES AND BOUNDS:
THAT PART OF LOTS 3 AND 4 IN BILLYCK'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1955, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3, THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET; THENCE SOUTH 90 DEGREES 15 MINUTES 58 SECONDS WEST, PARALLEL WITH THE WEST LINES OF SAID LOTS 3 AND 4, A DISTANCE OF 264.00 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 90 DEGREES 15 MINUTES 58 SECONDS EAST, ALONG THE WEST LINES OF SAID LOTS 3 AND 4, A DISTANCE OF 264.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

OWNERS CERTIFICATE

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

THIS IS TO CERTIFY THAT THE HOLDINGS LLC - SERIES E, AN ILLINOIS SERIES LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LAND DESCRIBED IN THE ACCOMPANYING PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR STREETS, ALLEYS, AND OTHER THROUGHHAWKES AND HEREBY ALSO RESERVES FOR THE A&T TELEPHONE COMPANY, NORTH SHORE, GAS, COMCAST AND C&M CO. THE EASEMENT PROVISIONS WHICH ARE SET ON THEIR STANDARD FORM.

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

SIGNED: _____

DERICK B. GOODMAN - MANAGER

PRINTED NAME AND TITLE

ADDRESS: _____

NOTARY PUBLIC

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

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC _____

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCHEERY) S.S.

PROPERTY DESCRIBED HEREON UNDER MORTGAGE DATED _____, HEREBY CERTIFIES THAT AS MORTGAGEE OF THE PROPERTY DESCRIBED IN THE FOREGOING INSTRUMENT, AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS ON _____, AS DOCUMENT NO. _____, IT CONSENTS TO THE DEDICATION AND SUBDIVISION AS HEREON DRAWN.

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

BY: _____ TITLE: _____

ATTEST: _____ TITLE: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCHEERY) S.S.

COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF _____, A.D. 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

COUNTY ENGINEER

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

THIS DEDICATION HEREBY ACCEPTED FOR PUBLIC ROAD PURPOSES THIS _____ DAY OF _____, 20____.

SIGNED: _____

COUNTY ENGINEER

COUNTY CLERK CERTIFICATE

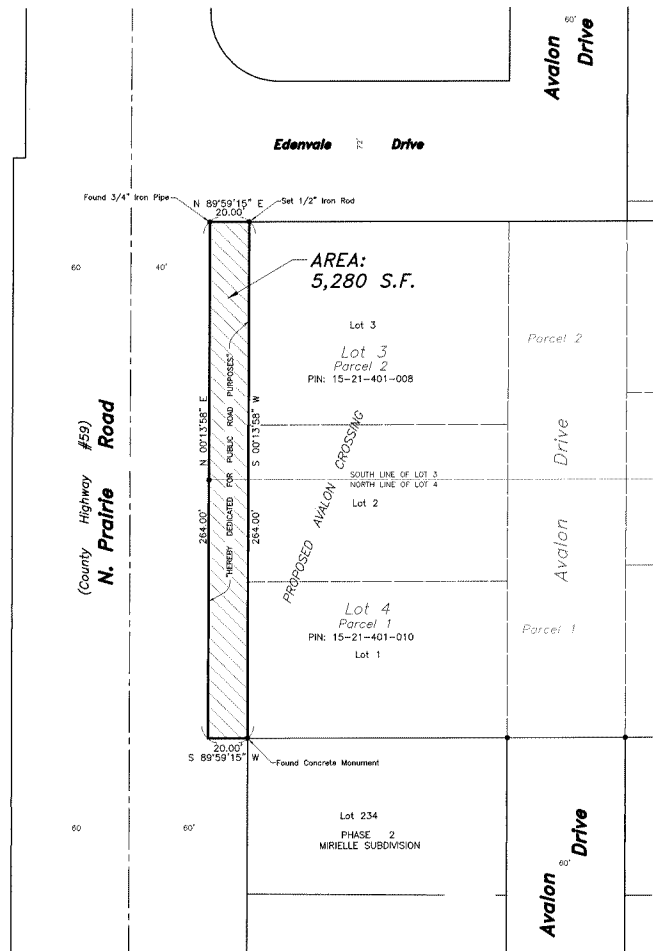
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I, _____, COUNTY CLERK OF LAKE COUNTY, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

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

LAKE COUNTY CLERK _____



Attachment: Exhibit B Plat Set (C-2023-24 - Ordinance Approving a Rezoning to R4 for the Property at 2240N & 2317 Prairie Road)

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

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

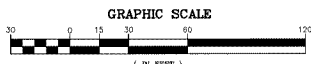
ALL DISTANCES ARE IN FEET AND DECIMAL PART THEREOF.

DATED THIS 12TH DAY OF JANUARY, A.D. 2022.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616

MY LICENSE EXPIRES 11-30-24.

PROFESSIONAL DESIGN FIRM NO. 184-002732.



FIELDWORK COMPLETED:
CLIENT NAME: THE HOLDINGS LLC - Series E
ADDRESS: 747 Lake Cook Road, Suite 100N
Oakland, IL 60015

NOTES:
PLAT IS VOID IF THE IMPRESSED SURVEYOR'S SEAL DOES NOT APPEAR.
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

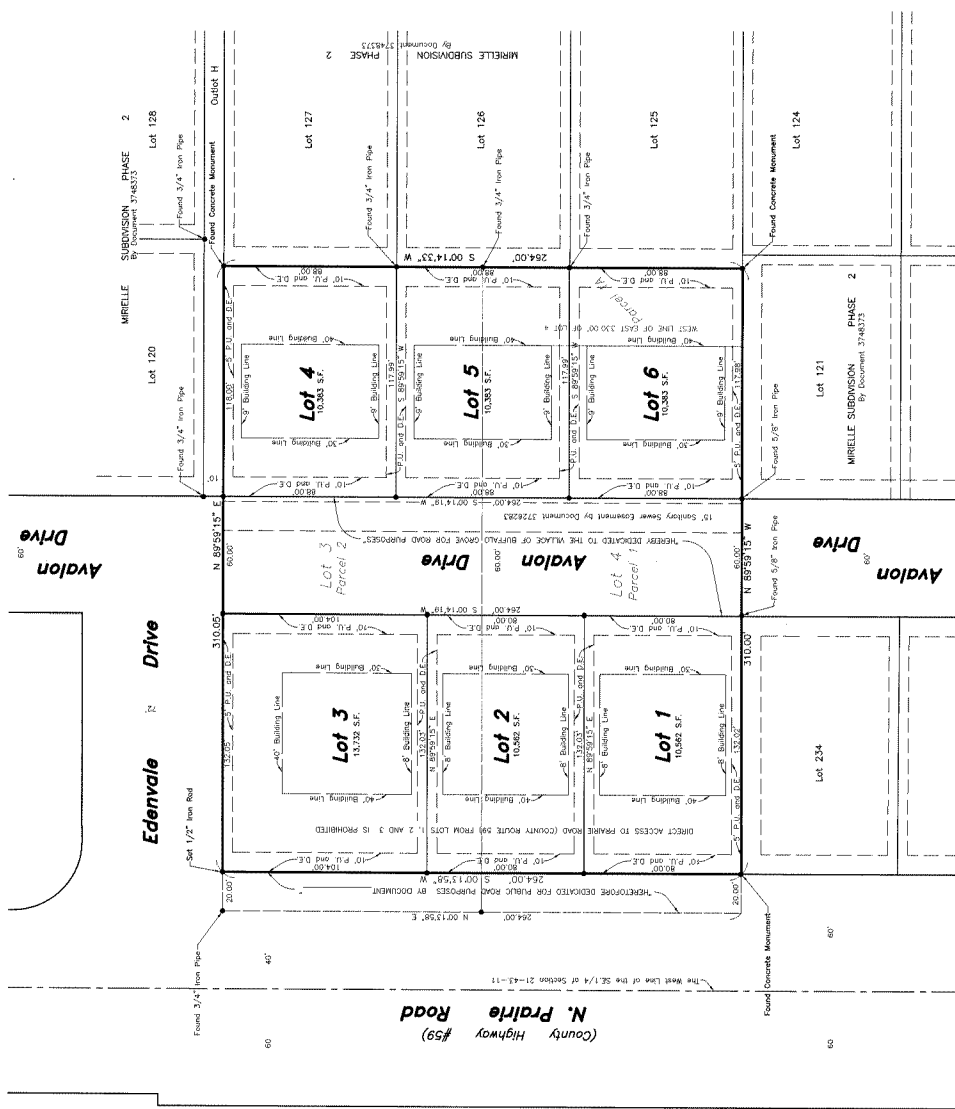
Compare your description and site markings with this plat AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAND, ILLINOIS 60035
PHONE: 847-223-0914 FAX: 847-223-0980

FINAL PLAT OF
AVALON CROSSING

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE
SECTION 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
LAKE COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
22371 & 22405 N. PRAIRIE ROAD, PRAIRIE VIEW, IL 60069
PARCEL JUDG. NO. 15-21-401-001
P.N. 15-21-401-001
15-21-401-010
15-21-401-012



P.U. and D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

FIELDWORK COMPLETED: 12-22-2021
CLIENT NAME: DIB, HARRIS, LLC - SECT 11
ADDRESS: 22371 & 22405 N. PRAIRIE ROAD, PRAIRIE VIEW, IL 60069
DURATION: 1.5 MONTHS
NOTES:
BLAT IS VOID of the Improved Surveyors Seal does not appear.
Only these Building Lines or Easements shown on a Blotting Subdivision
are to be used for any other purpose. All other lines, easements, and
easements before building.
A 5' EASEMENT is shown for the utility easement with the plat and
easement shown on the plat.
RE: ALLEN AND ASSOCIATES, LTD.
N. CORPORATE CIRCLE, SUITE C
10110 GARDEN GROVE, ILLINOIS 60069
PHONE: 847-223-0814 FAX: 847-223-0885





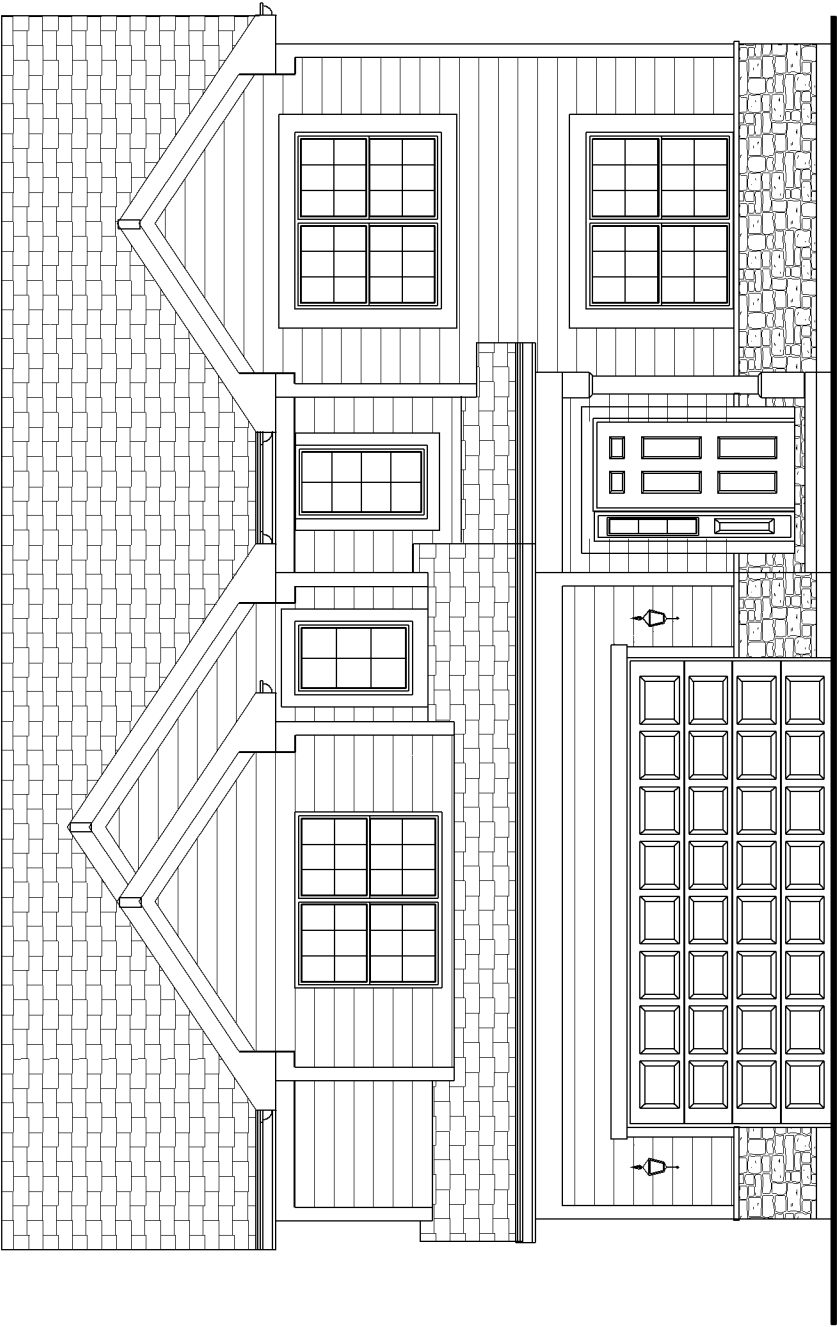




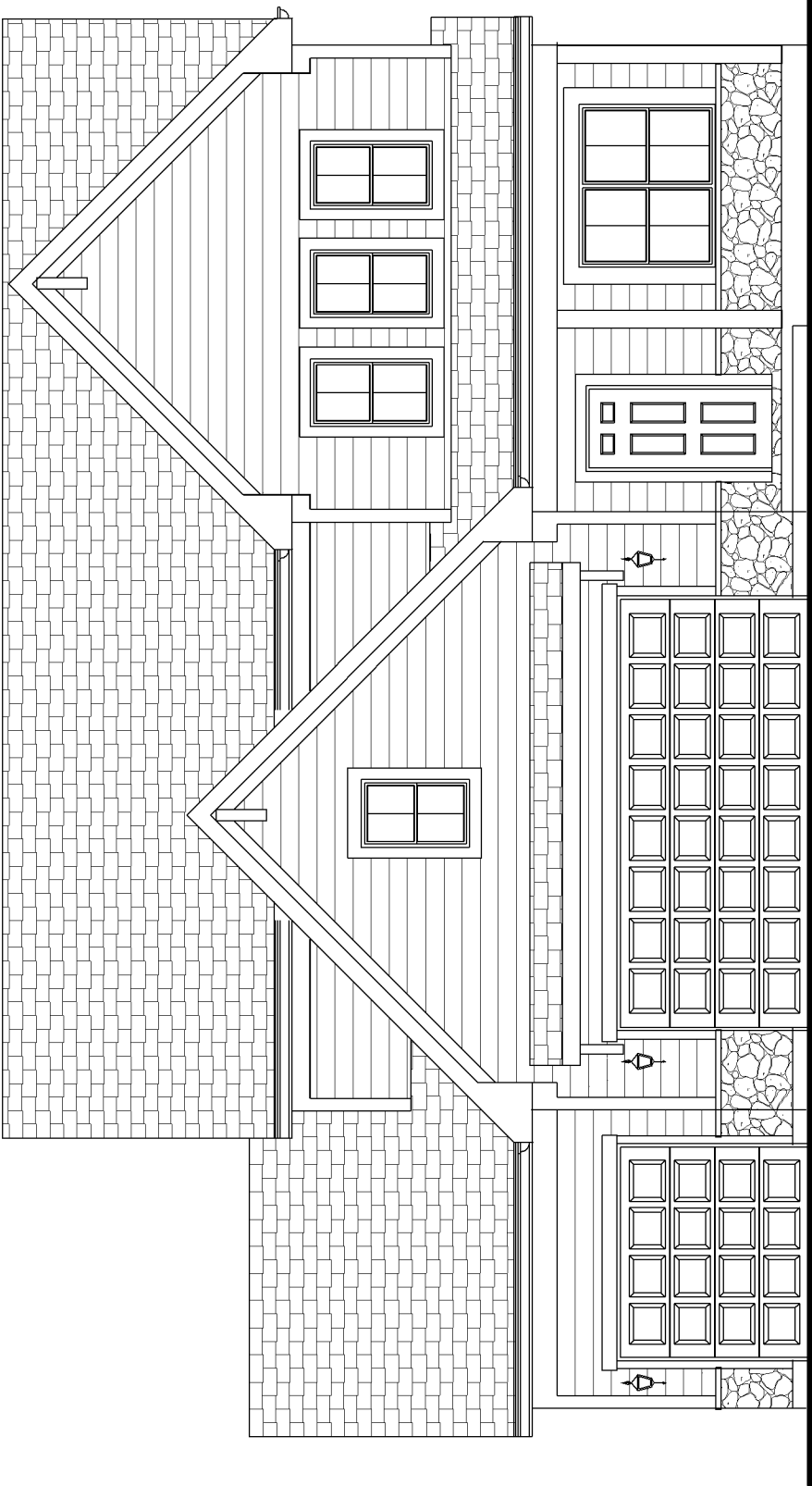


FRONT ELEVATION

2180 sf



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



FRONT ELEVATION



BUFFALO GROVE, ILLINOIS

LOCATION MAP - NORTH

The map displays a network of streets including Main St, 1st St, 2nd St, 3rd St, 4th St, 5th St, 6th St, 7th St, 8th St, 9th St, 10th St, 11th St, 12th St, 13th St, 14th St, 15th St, 16th St, 17th St, 18th St, 19th St, 20th St, 21st St, 22nd St, 23rd St, 24th St, 25th St, 26th St, 27th St, 28th St, 29th St, 30th St, 31st St, 32nd St, 33rd St, 34th St, 35th St, 36th St, 37th St, 38th St, 39th St, 40th St, 41st St, 42nd St, 43rd St, 44th St, 45th St, 46th St, 47th St, 48th St, 49th St, 50th St, 51st St, 52nd St, 53rd St, 54th St, 55th St, 56th St, 57th St, 58th St, 59th St, 60th St, 61st St, 62nd St, 63rd St, 64th St, 65th St, 66th St, 67th St, 68th St, 69th St, 70th St, 71st St, 72nd St, 73rd St, 74th St, 75th St, 76th St, 77th St, 78th St, 79th St, 80th St, 81st St, 82nd St, 83rd St, 84th St, 85th St, 86th St, 87th St, 88th St, 89th St, 90th St, 91st St, 92nd St, 93rd St, 94th St, 95th St, 96th St, 97th St, 98th St, 99th St, 100th St. The 'SUBJECT PROPERTY' is located on Main St, between 1st St and 2nd St. A scale bar at the bottom left indicates distances in feet (0, 100, 200, 300, 400, 500, 600, 700, 800, 900, 1000).

1.	COVER SHEET
2.	SPECIFICATIONS AND NOTES
3.	EXISTING CONDITIONS
4.	DEMOLITION PLAN
5.	GEOMETRICS PLAN
6.	GRADING PLAN
7.	EROSION CONTROL PLAN
8.	EROSION NOTES & DETAILS
9.	UTILITY PLAN
10.	PRAIRIE RD R.O.W. IMPROVEMENTS
11.	DETAILS
12.	DETAILS

L0.1 COVER SHEET
L1.0 TREE PRESERVATION & REMOVAL PLAN
L2.0 LANDSCAPE PLAN

EXISTING	PROPOSED	SANITARY SEWER	PROPOSED	CENTER LINE
		FORCE MAN		EASEMENT
		STORM SEWER		BUILDING SETBACK
		CURB & STORM SEWER		CURB & GUTTER
		STORM SEWER		DEPRESSED CURB & GUTTER
		DRAIN TILE		GUARD RAIL
		WATER MAN		FORCE
		RETAINING WALL		RETAINING WALL
		MANHOLE		DOWNSPY HAND
		STORM DRAIN INLET		SEEN
		YARD DRAIN		MAIL BOX
		INLET MANHOLE		SOIL BORING
		FLARED END SECTION		UNDERPASS
		LIFT STATION		UNDERPASS THIS BRACKET
		CLEAN-OUT		TOP OF FOUNDATION
		WATER VAULT		FINISHED GRADE
		VALVE VAULT		SPOT ELEVATION
		BUFFALO BOX		SPOT ELEVATION
		FIRE HYDRANT		FLOW LINE OF GUTTER
		CONDUIT		CONTOUR
		CROSSING		DITCH
		GAS MAIN		DRAINAGE FLOW
		ELECTRIC CABLE		PAVEMENT
		FIBER OPTIC CABLE		PAVEMENT
		TELEPHONE MANHOLE		INVERT ELEVATION
		TRAFFIC SIGNAL BOX		WETLAND LIMIT
		PEDESTAL		WETLAND BUFFER LINE
		TRANSFORMER		RED LINE
		ELECTRIC BOX		RED LINE ELEVATION LINE
		STREET LIGHT		FEMA FLOODPLAIN LINE

CONTACT JULIE AT 8-1-1 OR 800-892-4123

Card # _____
 City/township Buffalo Grove / Vernon 43N 11E
 County Lake
 State _____

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2. GAS			
3. SEWER			
4. CABLE TELEVISION			
5. FIBER OPTIC			
6. RAILROAD			
7. OTHER			

ORIGINAL ISSUE DATE: 01/17/22

SHEET NUMBER: 1

JOHN M. 2111

OF 12 SHEETS

ISSUED: 5/15/22

BY: [Signature]

SEAL: [Seal]

THG HOLDINGS LLC - SERIES E

A PROFESSIONAL DESIGN FIRM - ILLINOIS PROFESSIONAL ENGINEERING CORPORATION - LICENSE NUMBER 184-001058 EXPIRES 04/30/23
1850 W WINCHESTER ROAD - SUITE 205 LIBERTYVILLE ILLINOIS 60048 (847) 367-6707

15-21-401-006
15-21-401-010
15-21-401-012

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EXISTING CONDITIONS

[illegible]

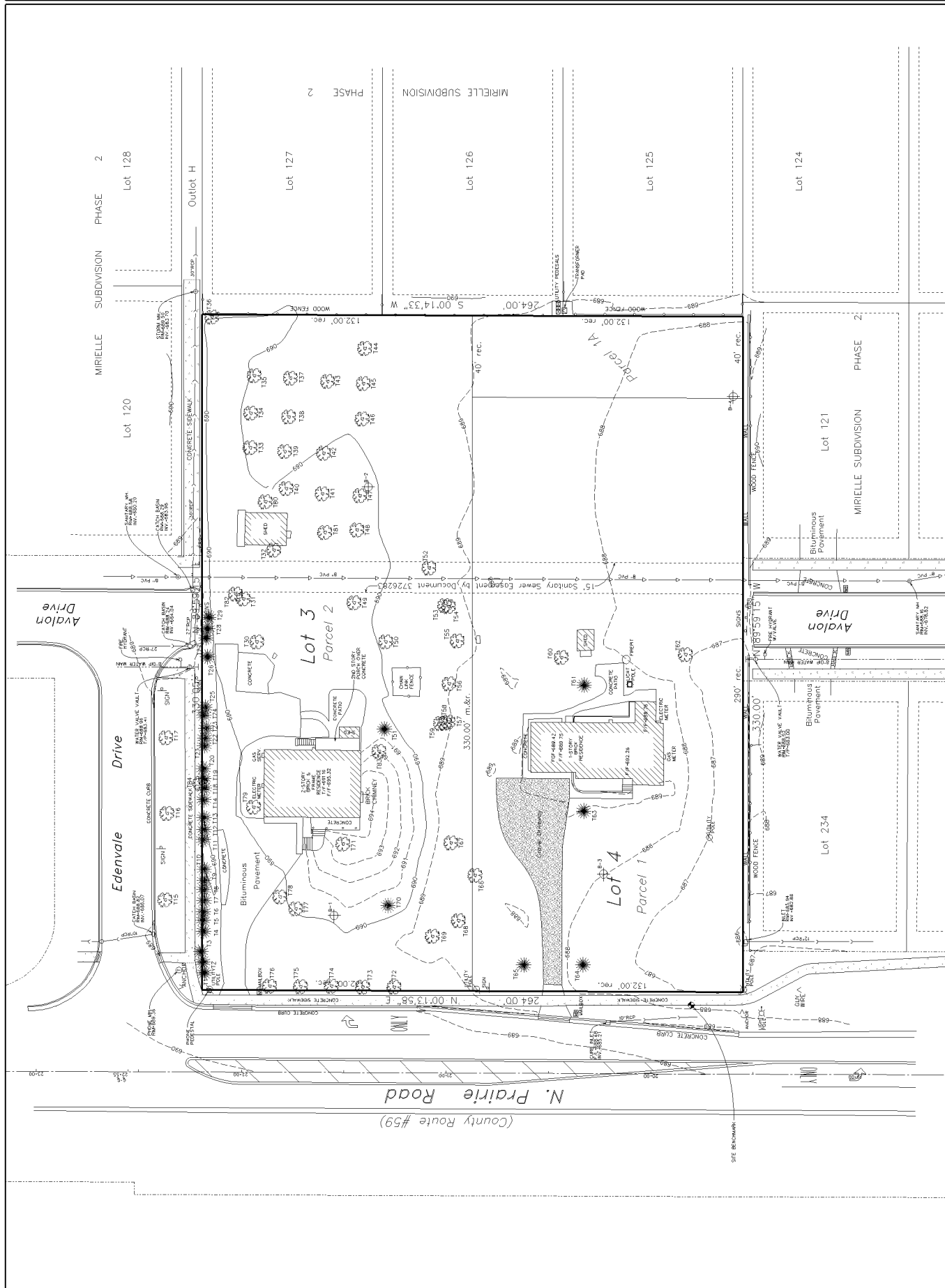
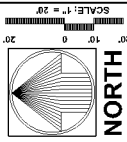
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DESIGNED BY: G.A.Z.	DRAWN BY: A.Z.	CHECKED BY: A.K.Z.	ORIGINAL ISSUE: 01/07/22
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AVALON CROSSING
BUFFALO GROVE, ILLINOIS

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS

1850 W. WILMINGTON ROAD - SUITE 302
LIBERTYVILLE, IL 60048
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FAX: (630) 367-0567
E-MAIL ADDRESS: pjb@pearsonbrown.com
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PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINDSHIRE ROAD - SUITE 202
LITTLEVILLE, CO. 80434
PHONE: (303) 547-2500
FAX: (303) 547-2507
E-MAIL: ACP@PBA.CO, PBA@PBA.CO, PBA@PBA.CO, PBA@PBA.CO
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DESIGNED BY: O.A.Z.
DRAWN BY: A.Z.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 01/07/22

DATE BY

DESCRIPTION

REVISIONS

DEMOLITION PLAN

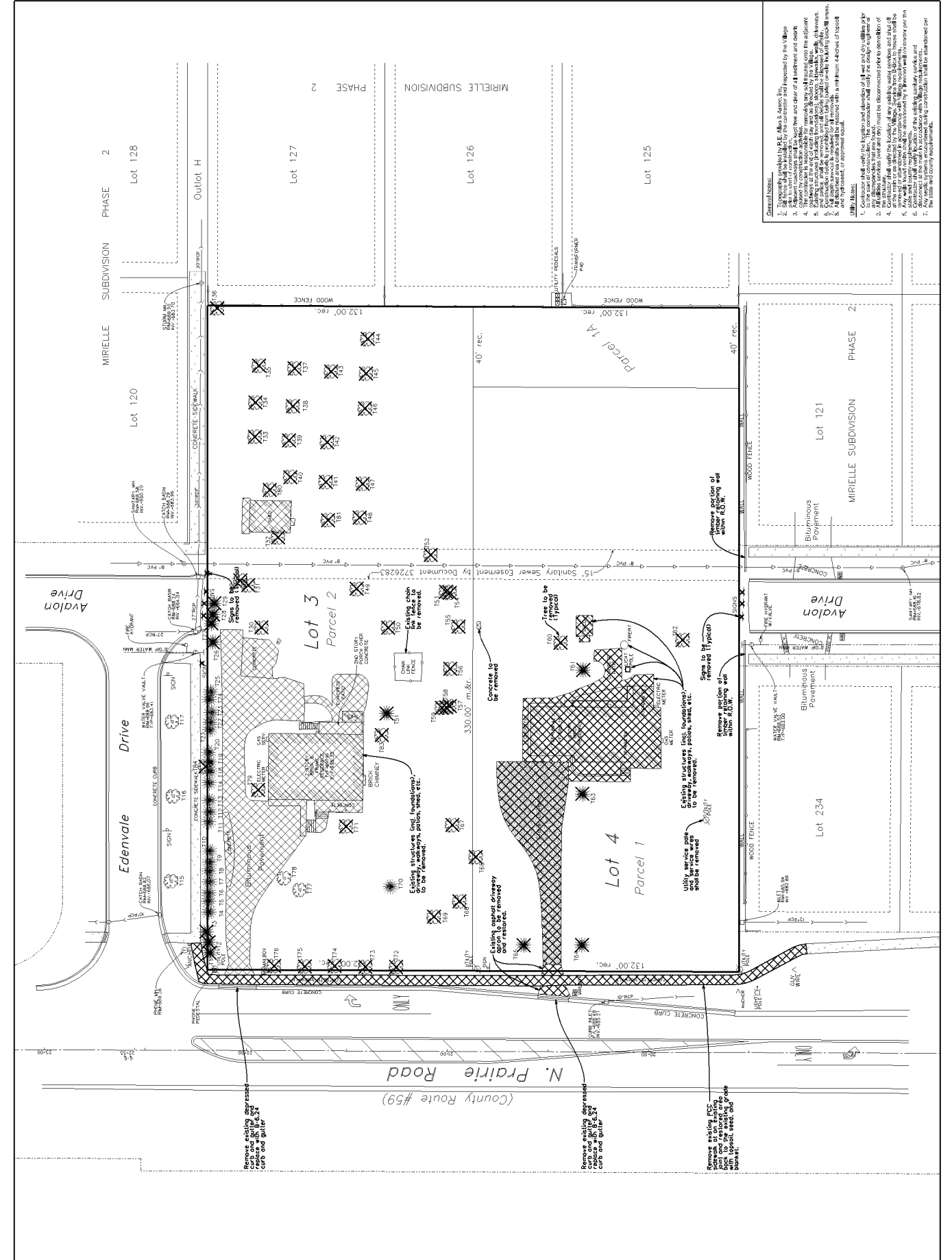
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SHEET NUMBER

2164

JOB NO.

OF 12 SHEETS

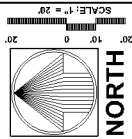


- General Notes:**
1. Topography provided by P.E. Allen & Assoc., Inc.
 2. All utility locations are shown as provided by the contractor and approved by the Village.
 3. All utility locations are shown as provided by the contractor and approved by the Village.
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 12. All utility locations are shown as provided by the contractor and approved by the Village.
- Utility Notes:**
1. All utility locations are shown as provided by the contractor and approved by the Village.
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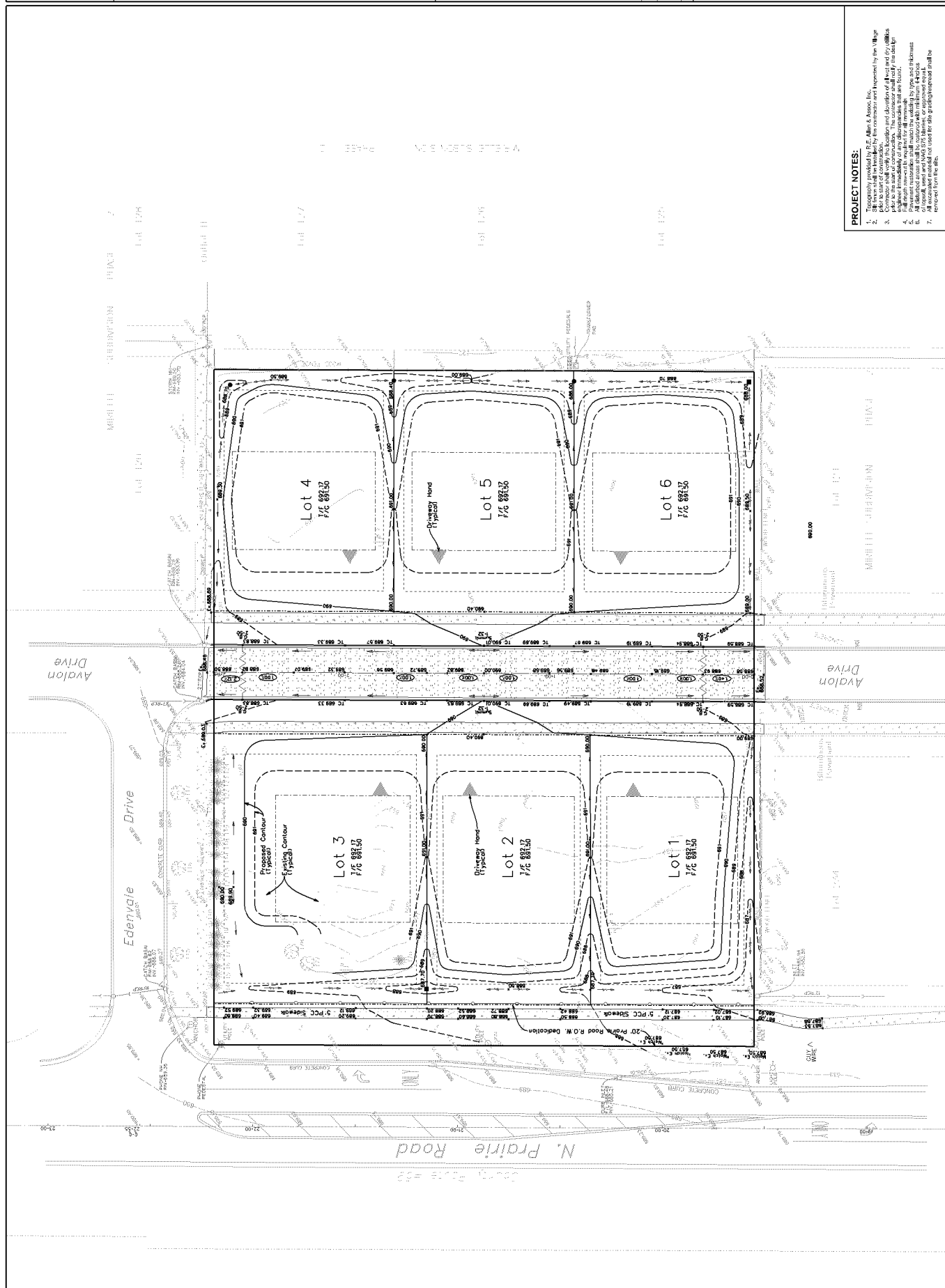
ASSIGNED BY: G.A.Z.
DRAWN BY: A.Z.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 01/07/22

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CONSULTING ENGINEERS
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FAX: (647) 567-2567
E-MAIL ADDRESS: philip@pbrown.com
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PROJECT NOTES:

1. Topography provided by R.E. Allen & Assoc., Inc. shall serve as the basis for the contractor and be accepted by the Village prior to start of construction.
2. Contractor shall verify the location and elevation of all wet and dry utilities prior to the start of construction. The contractor shall notify the design engineer immediately of any discrepancies found.
3. Full right-of-way is required for all removal.
4. All existing vegetation shall match the existing by type and minimum caliper.
5. All trees to be removed shall be removed by the contractor.
6. All trees to be removed shall be removed by the contractor.
7. All removed material not used for site grading/erosion shall be removed from the site.

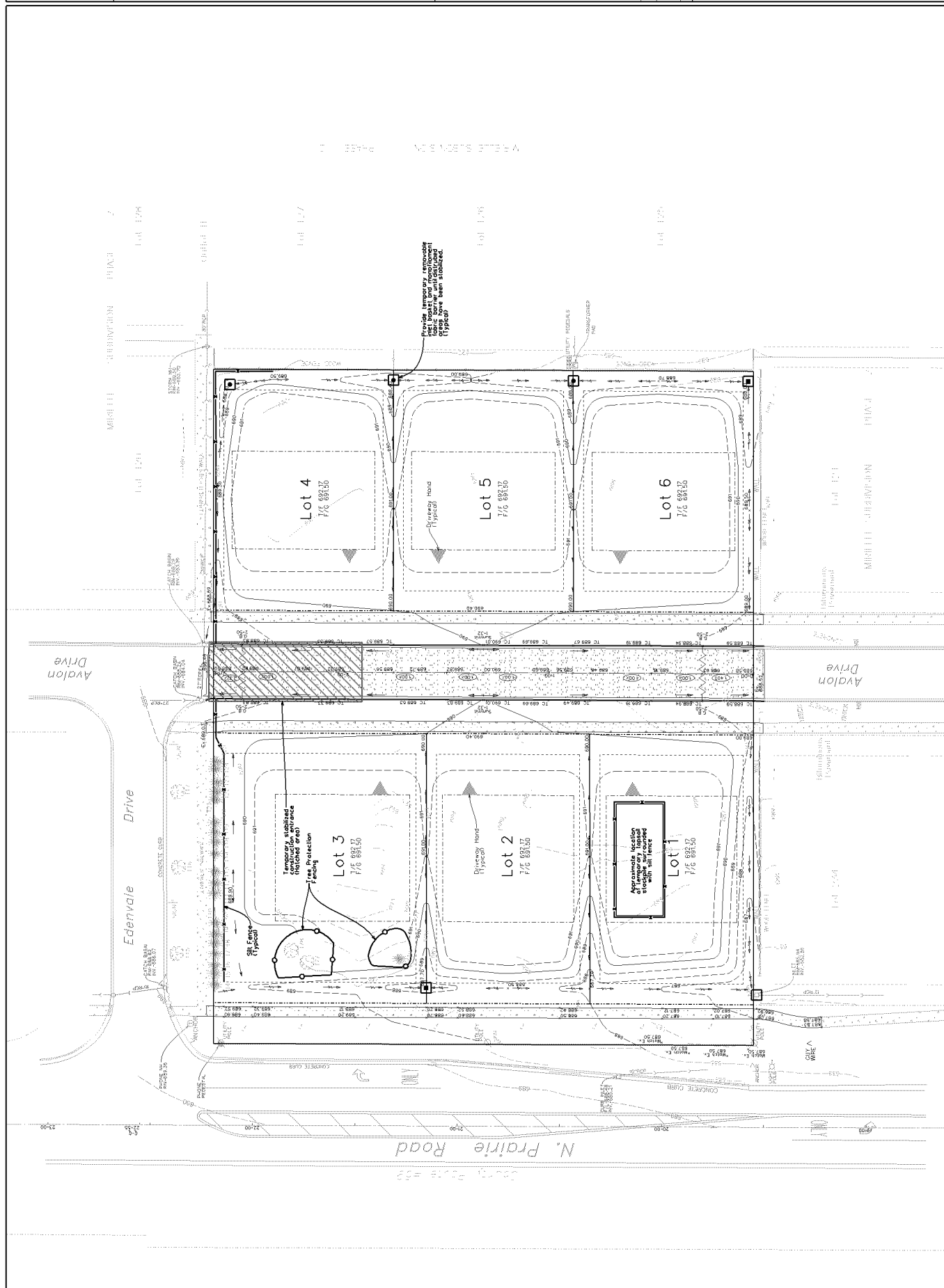
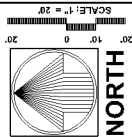


EROSION CONTROL PLAN

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ASSIGNED BY: GAZ.
DRAWN BY: AZ.
CHECKED BY: AKZ.
ORIGINAL ISSUE: 01/07/22

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UTILITY PLAN

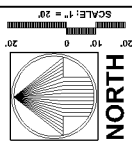
[illegible]REVISIONS[illegible]

DESIGNED BY: G.A.Z.
DRAWN BY: A.Z.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 01/07/22

AVALON CROSSING
BUFFALO GROVE, ILLINOIS

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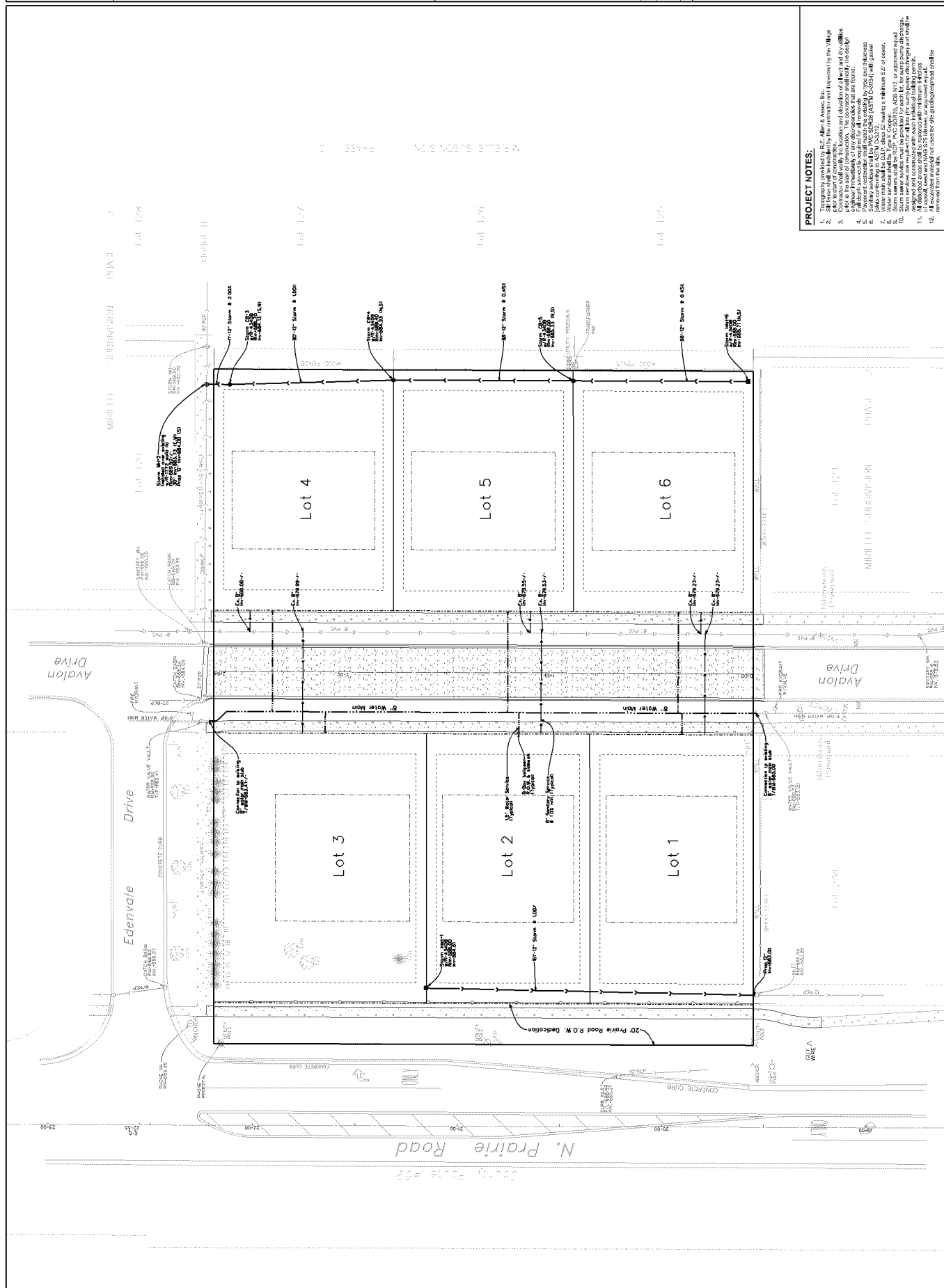
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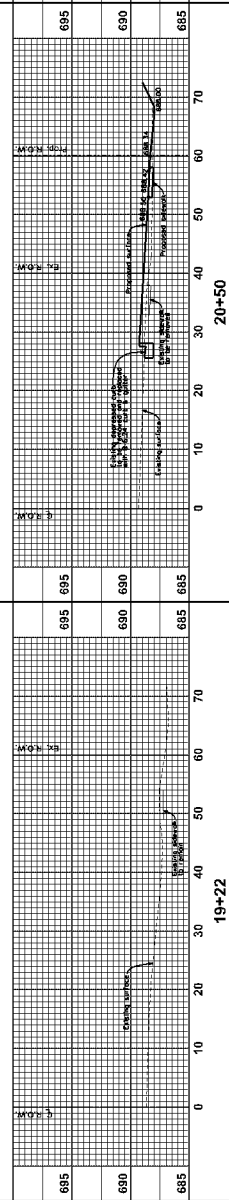
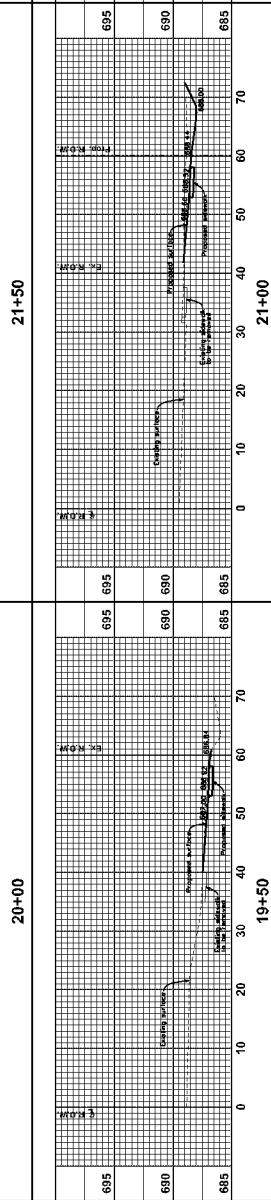
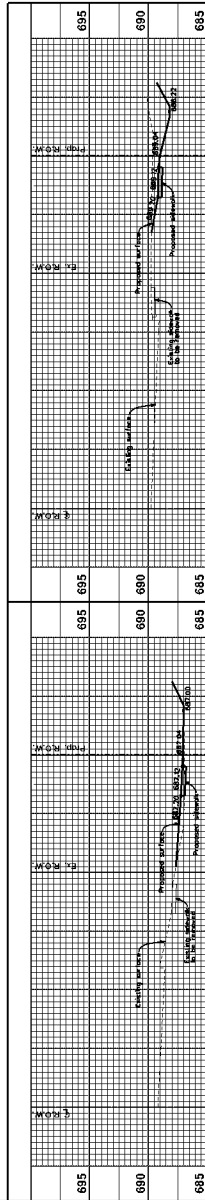
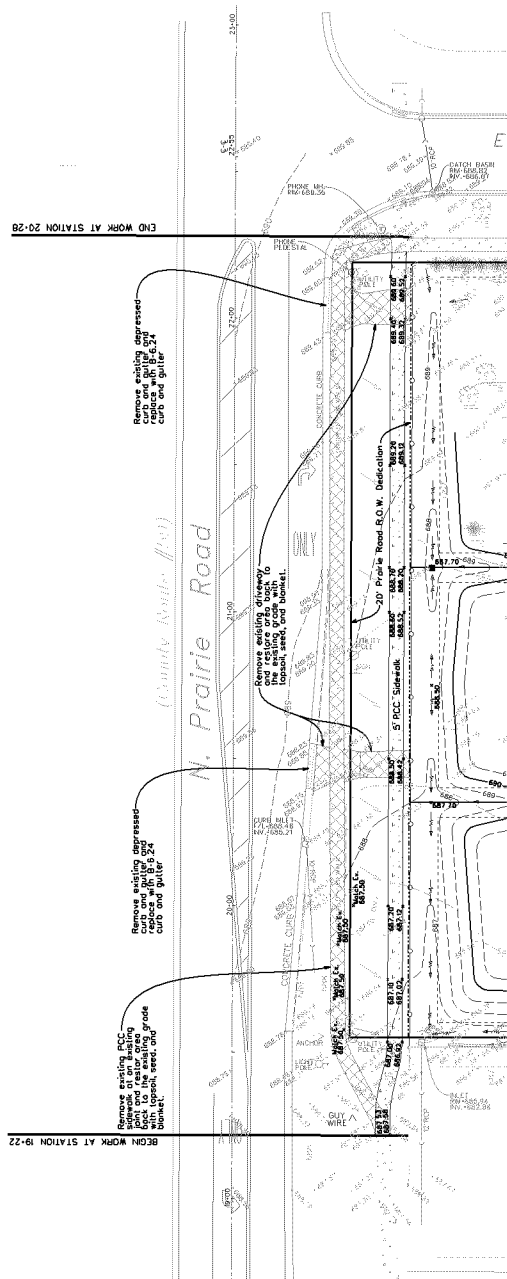


PROJECT NOTES:

Topography provided by _____
SIT lines shall be located _____
prior to start of construction.
Contractor shall verify that _____
prior to the start of construction.
engineer immediately after _____
Full depth saw-cut is required _____
Pavement restoration shall be _____
Sanitary sewers shall be _____
Jointed conforming to ASTM _____
Water main shall be D.I.P.T. _____
Water mains shall be _____
Storm sewers shall be R.C.P. _____
Storm sewer service mains _____
Storm sewers are required _____
designed and constructed _____
All obtained based on _____
of appeal, based on _____

1. _____
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10. _____





REVISIONS

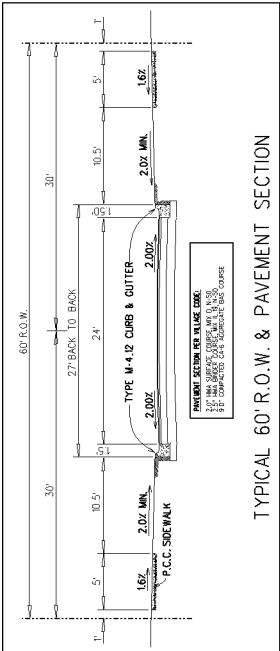
DESIGNED BY: G.A.Z.
DRAWN BY: A.Z.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 01/07/22

AVALON CROSSING
PEARSON, BROWN & ASSOCIATES, INC.
 BUFFALO GROVE, ILLINOIS

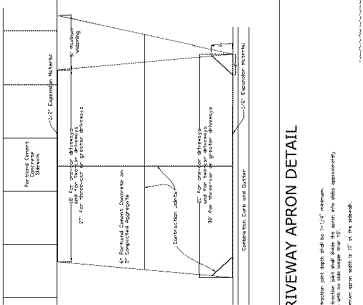
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DETAILS

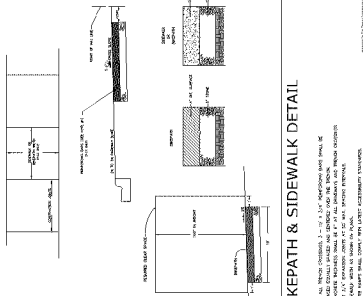
TYPICAL 60' R.O.W. & PAVEMENT SECTION



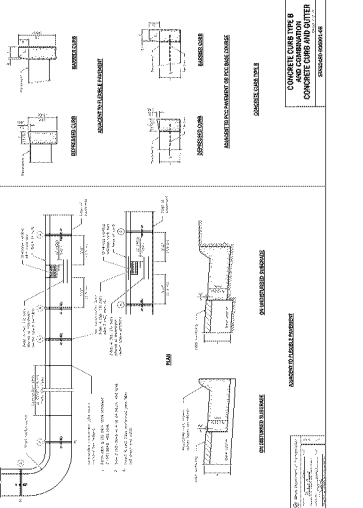
DRIVEWAY APRON DETAIL



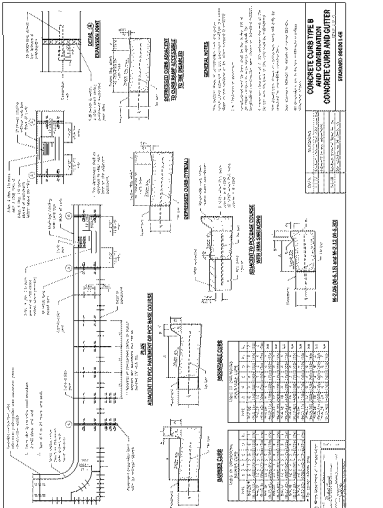
BIKEPATH & SIDEWALK DETAIL



CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER



CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER





dickson design
STUDIO

526 SKYLINE DRIVE
ALGONQUIN IL 60102
847.978.4019

CLIENT NAME AND ADDRESS

THE HURON GROUP
742 LANE CREEK ROAD, 100W
DEERFIELD, IL 60015

PLAN DATE

JANUARY 5, 2022

PROJECT NAME AND SHEET TITLE

AVALON CROSSING
22371 & 22405 N. PRAIRIE ROAD
DEERFIELD, IL 60015

EXHIBIT:

LANDSCAPE PLAN



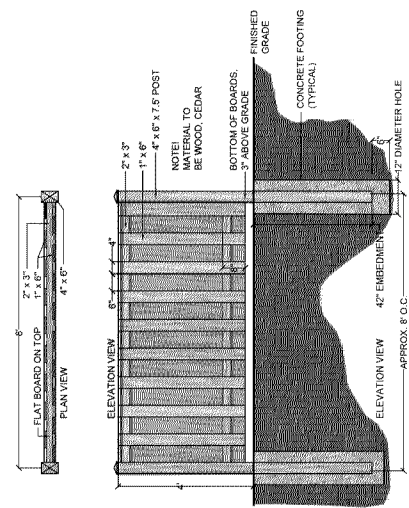
LANDSCAPE PLAN

SCALE: 1" = 30'-0"

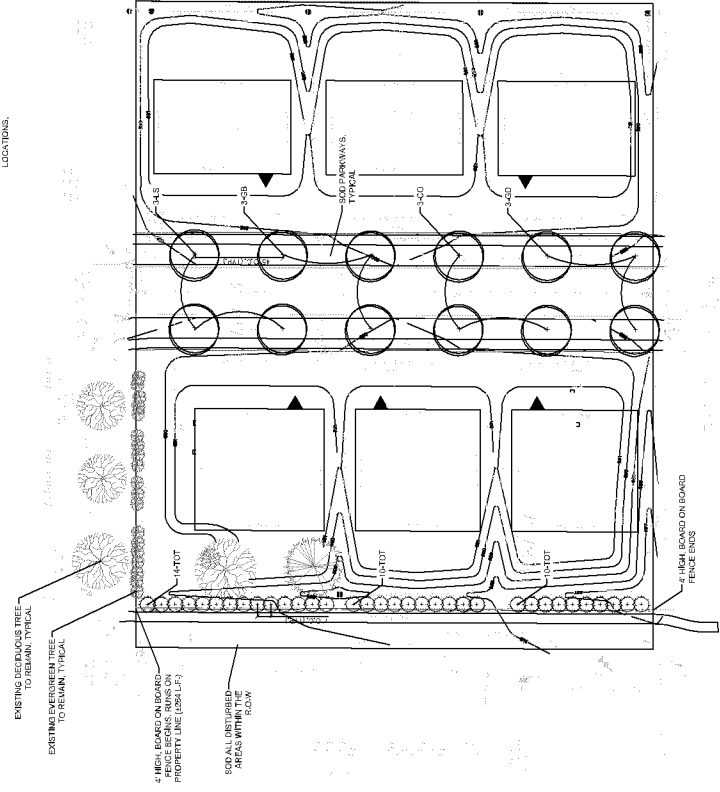


DETAIL: FENCE

NOT TO SCALE



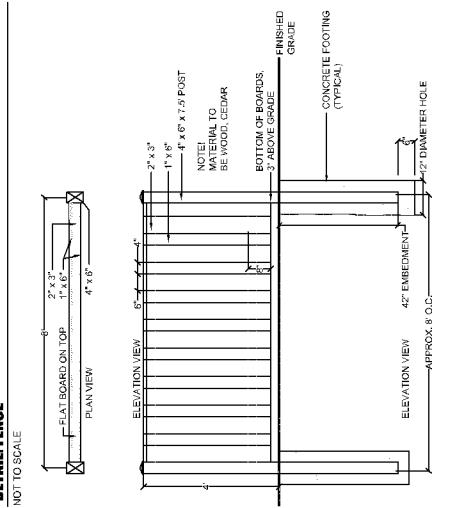
NOTE:
ALL LOTS TO BE HYDRO-SEEDED,
FINAL STREET TREE LOCATIONS
AND SPACING TO BE DETERMINED BY
FINAL DRAINWAY AND UTILITY
LOCATIONS.



PLANT & MATERIALS LIST

CODE	QTY	INSTALLATION SIZE	BOTANIC NAME	COMMON NAME
PARKWAY SHADE TREES - Deciduous				
01	3	2.5\"/>	Carya tomentosa	Common Hickory
02	3	2.5\"/>	Grassia bicolor	Grassia (lime species)
03	3	2.5\"/>	Gymnocladia dioica	Kentucky Cucumber
04	3	2.5\"/>	Liquidambar styraciflua	American Sweetgum
ON LOT TREES - Evergreen				
01	3A	8' high	Thuja occidentalis 'Reichart'	Master Arborvitae
FENCING				
01	254	L.F.	Fence: 4' high, standard board	
MATERIALS				
01	2	C.V.	Soil Amendments	
02	6	C.V.	Shredded Hardwood Mulch	
03	100	S.V.	Kentucky Bluegrass Hybrid Sod	
04	1/200	S.V.	See Note (per Village code)	
NOTES				
- 30% Park Kentucky Bluegrass				
- 70% Kentucky Bluegrass				
- 200% "True" Puccinellia distans				
- 100% Kentucky Bluegrass				
- Applied at rate of 100 lbs per acre				

DETAIL: FENCE



LANDSCAPE PLAN

SCALE: 1" = 30'-0"

NOTE: EXISTING UTILITIES ARE SHOWN



SHEET NUMBER

L2.0

PROJECT NAME AND SHEET TITLE
AVALON CROSSING
BUFFALO GROVE, IL
LANDSCAPE PLAN

PLAN DATE
DECEMBER 31, 2021

CLIENT NAME AND ADDRESS
THE HURON GROUP
DEERFIELD, ILLINOIS

526 SKYLINE DRIVE
ALGONQUIN, IL 60102
630.673.4019

dickson design
STUDIO



04/6/2022

**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, APRIL 6, 2022**

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

Public Hearings/Items For Consideration

1. Consider Approval for Rezoning, Preliminary Plan, and a Plat of Subdivision 22371 & 22405 N Prairie (Trustee Pike) (Staff Contact: Nicole Woods)

Community Development Director Ms. Woods provided a brief background on 22371 & 22405 N. Prairie. No variations. Staff is in support of the proposal.

Mr. Goodman provided background on Huron group and Avalon Crossing subdivision, which they plan to develop and, in the process, demolish 2 homes and build 6. The first request is to annex the property for R4 residential use, noting no variations are being requested.

Com. Moodhe ask if the homes there are on similar lots.

Mr. Goodman said yes, and they are lined up with the existing homes.

Chairperson Cesario commented on the road and how the extension of the road will be a nice addition to make it look complete.

Com. Weinstein asked the petitioner if they have seen the staff recommendation and are good with the conditions.

Mr. Goodman said yes.

Com. Richards asked about future variations over time once residents move into the homes.

Mr. Goodman reference packet page 36, noting there is at least a 40 foot setback and about 50 to 60 feet to the street.

Com. Moodhe asked if the extension of Avalon Drive would be a village street or private street.

Mr. Goodman said it will be a Village owned street. They only have to connect homes to sewer hookup, and they will be paying the recapture fee.

Com. Moodhe asked staff if the extension of the street will make it easier for plowing.

Mr. Sianis, Village Engineering, said everything will be much easier for plowing.

Com. Worlikar asked about the fence 4 foot that is existing.

Mr. Goodman said it had been approved by the county. They will be removing existing sidewalk and add sidewalk to make it continuous, make it conform to what is already existing.

Chairperson Cesario entered the Staff Report as exhibit one.

04/6/2022

Mr. Rosenberg, Buffalo Grove Resident, said there is not enough room for 6 homes. He also asked about the wires that are not buried. Additionally, he asked when construction will start and what it will do to the property value.

Mr. Goodman said it will begin in May. They are putting in storm sewer to collect sump pump water. He noted that the electrical lines are not in their property, but part of the County. He said the new homes will not impact the existing homes in a negative way in terms of property value. Additionally, he mentioned all houses are the same size and have the same lot sizes as the existing homes.

Com. Weinstein made a motion to approval of the rezoning to the R-4 One-Family Dwelling District, a Preliminary Plan, and a Plat of Subdivision, subject to the conditions outlined in the staff report.

Com. Richards seconded the motion.

Chairperson spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 4/18/2022 7:30 PM
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar
ABSENT:	Zill Khan
EXCUSED:	Stephen Goldspiel

2. Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var. at Town Center (Trustee Johnson) (Staff Contact: Nicole Woods)

Director Community Development Director Ms. Woods provided a brief background on the development.

Mr. Schoditsch, Kensington Development, spoke about the development and the work they have done with staff to get the project moving. He went through the history of Kensington and their standing in the area. He touched on their partnership with Urban Street. He explained the overall vision of The Clove and the planned project to create a one-of-a-kind, eye catching retail mixed use center, which will create interest and compliment the surrounding developments. The Central Park in the middle of The Clove will activate the development with the lush landscape and outdoor dining, as well as making it walkable. The vision is in line with the community's vision. He talked about the parcels that are not being bought, but explained they are well positioned to purchase if they were to be sold. Additionally, he talked about the two phases and the purpose of the two phases as a big picture, noting the existing tenants will find their home in Phase 2, while work is done on Phase 1. Lastly, he went through the site plan from south to north.

Calloway discussed, on a high level, the traffic and parking plan. He discussed the uniqueness of the development and its access points. He believes the mixed use and the access, the signalized intersections, provide adequate access to the site. The improvements made to Lake Cook also helps with the traffic the site may generate.

Mr. Clark provided background on the landscape plan and the importance of the central green and how it creates a sense of place within the site as well as the community. He talked about programmed events that will breathe life into the site. He showed in the PowerPoint the difference in the green space that will be added to the site. Lastly,

04/6/2022

touched on the pedestrian connectivity that they have created to rid of conflict points between people and cars.

Mr. Brown provided a brief overview of the overall utility plan. He noted the site is flat and drains north to south, discussing the storm and drainage storm water will be much the same. The overflow route will bring it all to the existing detention basin. He went over the pervious and impervious changes, which creates less runoff, a benefit to the site and the infrastructure. In closing he noted they will have to maintain and make small enhance to the pond, but the pond will be able to support the site.

Mr. Schoditsch went over the signage plan, which will go at each access points and explained why the signage is important to the site. He explained the anchors will need to be larger signs, but also wants the smaller tenants to have proper signage to be successful. Larger one on lake cook rd. will be a modernized electronic sign.

Mr. Ludwig provided background on Building signage, architecture, and exterior design.

Mr. Warlak talked about Guzman Y Gomez, an Australian restaurant. Noting it has been a successful store in Naperville. It is a fast casual, colorful, and nice outdoor dining establishment that uses fresh ingredients with a clean environment.

Mr. Wisem added more about the building colors and elevation of Guzman Y Gomez, reviewing the square footage and outdoor dinning space. He talked about the drive-up art graphics that wrap the towers, noting each restaurant has unique art work inside.

Mr. Rea provided additional overview of the out lot building architecture.

Mr. Burk, Urban Street, provided background on the Urban Street group. He spoke about the rental housing market and the amenities of the mixed-use residential space. The area is what the market is demand. Thanked the commission for their commitment to the project.

Mr. Morkron went through the details of the development of Urban Street. Reviewed the 7-story structure and the frontage retail that will be there on the first floor, promoting interconnectivity. There will be a surplus of parking in the garage and has parking on each side as well. Retail spaces will have their own trash and be separated that from the residents. He reviewed the proposed exterior material and the next generation of apartment amenities.

Ms. Dixon reviewed the plan for the clubhouse space which includes, couches, chairs, dinning and outdoor cooking lounge area. She reviewed screening for the four seasons and talked about snow storage and snow removal. Additionally, she talked about the fenced dog park secured for resident use.

Com. Moodhe asked where they came up with the name for the development.

Mr. Schoditsch their marketing department was going for a name with a rich, warm, spice of life feels.

Com. Moodhe asked about Brookfield, WI development as it relates to Buffalo Groves demographics.

Mr. Schoditsch said no, the demographic is closer to Oak Brook. Buffalo Grove is more residential than re

Com. Moodhe asked about the management company and if it was going to be contracted out.

04/6/2022

Mr. Schoditsch said Ion properties is the management company, noting they have a good relationship with them.

Com. Moodhe asked if they will be looking at it in a similar light as the developers.

Mr. Schoditsch talked about the leasing plan, that the management company understands the overall feel of high end will be throughout.

Com. Moodhe asked about sidewalk width throughout the development.

Mr. Rea said they have a mixture of sidewalk width, with a minimum of 5 foot to upwards of 10 foot as it gets closer to the park.

Com. Moodhe asked if we are reducing retail square footage due to the parking garage and on the southeast side.

Mr. Rea said they are decreasing overall retail square footage relative to what is currently there.

Com. Moodhe asked staff if an impact study was done on sales tax as it relates to the new development and the loss of retail square footage.

Community Development Director Ms. Woods reviewed the Lake Cook Corridor Economic Development Plan for the site. Noting the Village is confident the retail dollars will exceed what is currently coming in, especially with the grocer and well established restaurants that are not there currently.

Deputy Village Manager, Mr. Stilling provided additional comments on the poor design of the current space.

Com. Moodhe commented that he wants to make sure we are not building town center all over again with residents in it.

Mr. Schoditsch said they put a lot of thought into the development. He noted the key elements that will make this development successful.

Com. Moodhe asked about parking first floor of garage for retail.

Mr. Schoditsch said the first floor of the parking garage is all for the residents, with 40 to 60 for retail tenants.

Com. Moodhe asking if they were looking at passive/hanging greenery on the parking structure.

Mr. Schoditsch said no.

Com. Moodhe said he would like to see something there because it is so large.

Com. Moodhe asked the Village attorney asked if they are restricted to the variances listed in the packet.

Mr. Brankin, Village Attorney, said that is what is before. He told the Commission to keep in mind what is before them is an amendment baked into the approved PUD.

Com. Worlikar asked about the parking, specifically how much of that space will be utilized/designation of spaces.

Mr. Rea talked about the designation of parking spots.

Com. Worlikar asked about the landscape and what the Village forester has said.

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Ms. Woods said the forester has reviewed the plan and has made some suggestions to the plan and will work with the developer on the landscape plan.

Com. Worliker asked about the delivery areas and emergency areas.

Mr. Rea talked about the service areas and the truck study that has been conducted with the Village, which has met all requirements.

Mr. Stilling provided additional information on the truck study and the additional access points in terms of safety plan.

Com. Worliker asked if any of the amenities would be open to the public that are part of the residential development.

Mr. Rea said the amenities that are part of the residential development are for those who live there. Additionally, he talked about the other amenities such as benches, sidewalks, and the programmed park plans will be open to the community.

Mr. Stilling noted the Village will take control over the park and partner with the developer to create a program plan to active it on a regular basis.

Mr. Rea noted the outdoor dining is also available for non-residents of the development.

Com. Richards asked about the current tenants that are still in the current dwelling.

Ms. Shandish spoke about the phase 2 building and the investment that will be made for the tenants to be there, ensuring it is functional and safe.

Com. Richards asked about repair on old checker.

Mr. Rea talked about the repairs that will be done.

Com. Richards asked if they are going to be making improvements to the right aways. Asking if anything will be touched to the roads that have been recently redone.

Mr. Rea said they will not be making any improvements to the road improvements that have already been completed.

Com. Spunt about if parking spots will be assigned and there were gates to access the garage.

Mr. Rea said yes, they will have assigned parking spots for tenants and there will be gate access.

Com. Spunt asked about the pool at the residential development.

Ms. Dixon said there is no whirlpool.

Com. Spunt asked about public restrooms throughout the site.

Mr. Rea said no.

Com. Spunt referenced page 41. He asked if there would be a sun glare off of the windows.

Mr. Shandish said there is a lot in the way and would not cause any glare to drivers.

Com. Spunt reference page 11. He said he is concerned with the main attraction and the access to the grocer.

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Mr. Schoditsch commented on the importance of the grocer and noted that the access points are more than sufficient.

Com. Au asked about the parking structure and what will happen during peak times, such as issues when everyone is trying to leave the building.

Mr. Calloway said there is plenty of room to move around and make their way to the different access points.

Com Au asked if there was a lighting plan for the Central Park.

Mr. Stilling said there will be surrounding lighting, however, right now there is no lighting plan for the park. There is now time to create a plan for the park.

Mr. Schoditsch will bring proper infrastructure to the site to allow for lighting in the future.

Com. Weinstein commented on the traffic study.

Mr. Calloway said it will generate traffic, but it will not overwhelm the area because of the unique access points that are there. Additionally, the improvements of Lake Cook Rd also provided a lot of reserved capacity for traffic.

Com. Weinstein asked about the total number of restaurants.

Mr. Schoditsch said 6 or 7.

Com. Weinstein asked if they could say what tenants are staying with the new development.

Mr. Schoditsch said no.

Com. Weinstein asked about full service vs. fast casual.

Mr. Schoditsch talked about the restaurant plans.

Com. Weinstein asked about drive-up windows.

Mr. Schoditsch said there are two planned in phase one, and they could be a pickup window or drive up.

Com. Weinstein commented on drive throughs.

Mr. Stilling commented on drive throughs and the authority Kensington has on Boston Market, and what they have the potential to add as it relates to sit down restaurants.

Mr. Schoditsch said they purposely left the pad with the Boston Market so they could add a full-service restaurant if it become available.

Ms. Woods touched on walkability and the appropriate out lots.

Com. Weinstein believes excitement will build when the names begin to be announced.

Chairperson Cesario reference packet page 55. He asked if they are aware and comfortable with the requirements.

Mr. Schoditsch said yes, they are.

Chairperson Cesario asked about wall signs. Relative to the number of signs currently there, would there be a significant change.

Mr. Rea said he is not sure how many are there are at the current development.

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Chairperson Cesario asked about the B4 Zoning

Mr. Stilling provided additional detail.

Com. Moodhe asked about seating area by the grocer that was in their previous plan.

Mr. Rea said it was removed due to the slope that is there, which does not support a seating area.

Com. Moodhe asked when phase 2 is down, will there be more variances.

Mr. Stilling yes there may be some additional amendments throughout the process if there are variances, which allows for flexibility in the future.

Chairperson Cesario entered the Village Staff Report as exhibit one and the email received as exhibit two.

Evelyn Crawford, 544 Cherbourg Ct. expressed their concerns for the retailers and the lack of community outreach the Village has done. They do not like Lake Cook Road and is concerned about additional traffic. Said they are not a fan of the 7-story building.

Ford Culbertson, 201 N. Buffalo Grove Road, asked about old checker road and the condition. Are the developers going to maintain the road? Poor lighting is also a concern. During construction is that road going to be closed. Worried about the grocer that will compete with the bakery. Thinks it will bring business and will grow the community. Appreciates what the Village is doing to try and improve the area and hopes it works.

Rich Kane, 125 N. Buffalo Grove Road, Condo board of Turnberry. Spoke about the residents that live there. Asked about the hours of construction, cleanliness of the site and how they can continue to live with the construction. He asked that the developers to communicate with Turnberry. Lastly asked about security for the building and dog park hours.

Dolly Granzowaiz, 125 N. Buffalo Grove Road, Turnberry resident. Asked how far the building is going to butt up to their property. She wants to know if she can they still use the back entrance and how the walkways work. In closing said she is all for something new and is excited for the change.

Mr. Perez, 125 N. Buffalo Grove Road, Turnberry resident. Wants to know the impact of the building.

Mr. Peock, owner of the auto repair shop on Buffalo Grove Road, asked about the impact the development will have on his existing sewer concerns. He expressed his concerns over how close the sidewalk is to 83 due to the reckless drivers on 83. Overall, the development is exciting.

A current tenet of Buffalo Grove Town Center spoke in favor of the development, explained how excited she is for what is going to happen. She commented on how well the developers have communicated with her and thank the team.

Chairperson Cesario read the email received by the Village from Greg Merriit, resident of Buffalo Grove.

Mr. Schoditsch said they will talk to the president of Turnberry

Mr. Sianis said there will be a maintenance review of access to the development as it is under construction and will communicate that with the public.

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Ms. Woods said they will maintain accessibility.

Com. Moodhe asked if the Village has an ordinance for construction hour.

Mr. Sianis said yes, they are 7am to 5pm. Noting the Village does strongly enforce the ordinance.

Chairperson Cesario closed the public hearing at 10:13 PM.

Com. Weinstein made a motion to grant approval for an amendment to Planned Development Ordinance No. 86-61, as amended, requesting approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants, and multi-family residential at the Buffalo Grove Town Center.

Com. Moodhe seconded the motion

Chairperson talked about the engagement process that took place for the plan. Spoke in favor of the development.

Com. Worlikar spoke in favor of the development and the engagement process that has been done.

Com. Moodhe spoke in favor of the development.

Com. Spunt spoke in favor of the development.

Com. Weinstein spoke in favor of the development and how it is a start of the big picture.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 4/18/2022 7:30 PM
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar
ABSENT:	Zill Khan
EXCUSED:	Stephen Goldspiel

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Mar 16, 2022 7:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar
ABSENT:	Zill Khan
EXCUSED:	Stephen Goldspiel

Chairman's Report

Committee and Liaison Reports

Com. Weinstein provided Com. Khans notes on the last Board meeting he attended.

04/6/2022

Staff Report/Future Agenda Schedule

Ms. Woods provided details on upcoming agenda items.

Public Comments and Questions**Adjournment**

The meeting was adjourned at 10:22 PM

Chris Stilling

APPROVED BY ME THIS 6th DAY OF April, 2022



Action Item : Avalon Crossing Development Improvement Agreement

Recommendation of Action

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

Staff recommends approval of the Development Improvement Agreement for a six home residential development named Avalon Crossing at the southeast corner of Prairie Road and Edenvale Drive, subject to the receipt of the required fees and the Village Attorney review.

ATTACHMENTS:

- Avalon Crossing DIA Memo (PDF)
- Development Agreement Avalon Crossing final clean_3-29-22 (PDF)
- Avalon Crossing_DIA Exhibit D_EOPC (PDF)
- Avalon Crossing_Engineering-Landscaping Plans_2022-02-15 (PDF)
- Plat of Subdivision_2022-02-23 (PDF)

Trustee Liaison
Johnson

Staff Contact
Darren Monico, Public Works

Monday, April 18, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 29, 2022
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Avalon Crossing Development Improvement Agreement

THG Holdings LLC has submitted a Development Improvement Agreement for the Avalon Crossing Development located at the southeast corner of Prairie Road and Edenvale Drive. This development includes six (6) new residential homes and site and utility improvements along Prairie Road and Avalon Drive.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site in addition to the new residences. Typical items for this type of development include sidewalks, roads, and all utilities such as water main, storm, and sanitary sewers. With this agreement, the developer agrees to provide security as required in the Village Code until the developer completes the required items.

3/29/2022

AVALON CROSSING

Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("**Agreement**"), made and entered into as of this ____ day of _____, 2022 by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "Village"), and THG Holdings LLC - Series E (hereinafter called "**Developer**").

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit "A" attached hereto and made a part hereof (the "**Property**"), and in compliance with the Village's Development Ordinance, Developer has submitted to the Village certain (i) Engineering Plans prepared by Pearson, Brown & Associates, Inc., who are registered professional engineers (the "**Engineering Plans**"), which Engineering Plans were approved by the Village pursuant to Ordinance No. _____ and (ii) Final Plat of Subdivision prepared by R.E. Allen and Associates, Ltd. ("**Final Plat of Subdivision**"), (iii) Plat of Dedication to Lake County for Public Roadway Purposes prepared by R.E. Allen and Associates dated January 13, 2022 ("**Plat of Dedication**") (hereinafter collectively the items (i), (ii), and (iii) "**Plans**"); and,

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

NOW, THEREFORE, it is mutually agreed as follows:

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

shall be installed prior to paving.

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the Improvements described in Exhibit "B" hereto. No later than five (5) business days following the execution of this Agreement by the Village and Developer and prior to the issuance of Village Permits, the Developer shall deposit a Letter of Credit acceptable to and in a form and substance approved by the Village in the original amount of Three Hundred Fifteen Thousand Eight Hundred Ninety-Three and 00/100 Dollars (\$315,893.00), as further described in Paragraph 9 herein (the "Letter of Credit").

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

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

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

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

officers, agents, or employees.

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

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

8. It is agreed that no occupancy permit shall be granted by any official for the occupancy of any structure until all required utility facilities set forth in the Plans (to include, but not by way of limitation, sanitary sewer, water and storm sewer systems) have been installed and made ready to service the Property; and that all roadways (to include curbs) set forth in the Plans that provide access to the Property have been completely constructed, except for the designed surface course. It is understood and agreed that (i) foundation permits may be issued upon (a) recording the Final Plat of Subdivision, (b) execution of the

Annexation Agreement and the Development Improvement Agreement by Developer and the Village, (c) the Property has access to fire hydrants and (d) the foundation permits are in conformance with the Plans, (ii) building permits may be granted for buildings on specific lots to which utility facilities have been installed and made ready for service and to which roadways have been constructed as described above, notwithstanding the fact that all Improvements within the Development may not be completed.

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

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

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

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

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

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

F. In addition to the terms, covenants, and conditions of the Letter of Credit, the

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

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

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

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

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

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

14. This Agreement shall automatically terminate and be of no further force and effect with respect

to Developer or the Property upon the expiration of the one-year maintenance period, and upon such termination the parties hereto shall have no further obligations to the other, except for the Village's obligation to return the Letter of Credit and cash deposit to Developer or otherwise notify the issuer of the Letter of Credit of the expiration of the Letter of Credit. The period commencing on the date set forth in the preamble to this Agreement and expiring on the expiration of the one-year maintenance period is referred to herein as the "Term".

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

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

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

[Remainder of this page is intentionally blank – signature page follows]

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

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By: _____
Village President

DEVELOPER:

THG Holdings LLC - Series E
747 Lake Cook Road, Suite 100W
Deerfield, IL 60015

By: _____
Name: Derick B. Goodman
Title: Manager

AVALON CROSSING
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 4 (EXCEPT THE EAST 330.0 FEET THEREOF) IN BILLY'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 1A:

LOT 4 (EXCEPT THE EAST 290.0 FEET THEREOF) IN BILLY'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILWAY RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956, AS DOCUMENT NO. 912118, IN BOOK 1453 OF RECORDS, PAGE 548, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 330 FEET OF LOT 3 IN BILLY'S ACRES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH. RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (LYING WESTERLY OF AND EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT SAINT MARIE RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1956 AS DOCUMENT 912118, IN BOOK 1453 OF RECORDS, PAGE 458, IN LAKE COUNTY, ILLINOIS.

Known as: 22371 N. Prairie Road and 22405 N. Prairie Road
PINs: 15-21-401-010, 15-21-401-012, 15-21-401-008

AVALON CROSSING
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT
Description of Improvements

EXHIBIT B

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

AVALON CROSSING
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering Plans prepared by: Pearson Brown & Associates, Inc.

Entitled: Avalon Crossing

Consisting of: 13 sheet(s), last revised 02/15/2022

Final Landscaping Plans prepared by: dickson design STUDIO

Entitled: Avalon Crossing

Consisting of: 3 sheet(s), last revised 01/05/2022

Sample Architecture Plans prepared by: _____

Entitled: _____

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

Final Plat of Subdivision prepared by: R.E. Allen and Associates, Ltd.

Entitled: Final Plat of Subdivision

Consisting of: 2 sheet(s), last revised 02/23/2022

(see following pages)

AVALON CROSSING
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

PEARSON, BROWN & ASSOCIATES, INC.

JOB #: 21164

DATE: 2/15/2022

AVALON CROSSING
BUFFALO GROVE, ILLINOISPLAN DATE: 1/7/2022
REV. PLAN DATE: 2/15/2022**ENGINEER'S OPINION OF PROBABLE COST**

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>SANITARY SEWER</u>				
6" PVC SDR26 SANITARY SERVICE - NEAR	3	EA	\$2,100.00	\$6,300.00
6" PVC SDR26 SANITARY SERVICE - FAR	3	EA	\$1,200.00	\$3,600.00
			TOTAL SANITARY SEWER	\$9,900.00
<u>WATER MAIN</u>				
8" DIP CLASS 52 WATER MAIN	270	LF	\$70.00	\$18,900.00
CONNECT PROPOSED 8" WM TO EXISTING 8" STUB	2	EA	\$1,000.00	\$2,000.00
1.5" TYPE K COPPER WATER SERVICE COMPLETE - NEAR	3	EA	\$1,800.00	\$5,400.00
1.5" TYPE K COPPER WATER SERVICE COMPLETE - FAR	3	EA	\$2,500.00	\$7,500.00
			TOTAL WATER MAIN	\$33,800.00
<u>STORM SEWER</u>				
12" RCP STORM SEWER	426	LF	\$35.00	\$14,910.00
4" CURB UNDERDRAIN COMPLETE	40	LF	\$20.00	\$800.00
CONNECT PROP. 12" RCP TO EXISTING INLET	1	EA	\$1,000.00	\$1,000.00
4' STORM CATCH BASIN, COMPLETE	3	EA	\$2,500.00	\$7,500.00
2' STORM INLET, COMPLETE	2	EA	\$1,500.00	\$3,000.00
5' STORM MH INSTALLED ONLINE EXISTING 30" STORM	1	EA	\$4,000.00	\$4,000.00
			TOTAL STORM SEWER	\$31,210.00

Attachment: Avalon Crossing_DIA Exhibit D_EOPC (Avalon Crossing Development Improvement Agreement)

PEARSON, BROWN & ASSOCIATES, INC.

JOB #: 21164

DATE: 2/15/2022

AVALON CROSSING
BUFFALO GROVE, ILLINOISPLAN DATE: 1/7/2022
REV. PLAN DATE: 2/15/2022**ENGINEER'S OPINION OF PROBABLE COST**

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>PAVING</u>				
2.0" HMA SURFACE	727	SY	\$15.00	\$10,905.00
2.5" HMA BINDER	727	SY	\$15.00	\$10,905.00
9.0" AGGREGATE BASE COURSE	727	SY	\$12.00	\$8,724.00
GEOTEXTILE ROAD FABRIC	727	SY	\$3.50	\$2,544.50
B-6.12 CURB & GUTTER (INCL. STONE BASE)	545	LF	\$22.00	\$11,990.00
5' WIDE, 5" PCC SIDEWALK, ONSITE (INCL. 5" STONE BASE)	2715	SF	\$7.00	\$19,005.00
TOTAL PAVING				\$64,073.50
<u>GRADING, DEMOLITION, EROSION CONTROL, & MISCELANEOUS</u>				
STRIP SITE AS NEEDED, CUT & FILL SITE, & R.O.W. PAVEMENT AREAS TO SUBGRADE. FINE GRADE ROADWAY & BACKFILL CURB. RESPREAD TOPSOIL ON ALL DISTURBED AREAS.	1	LUMP SUM	\$ 25,000.00	\$25,000.00
DEMOLITION OF EXISTING STRUCTURES, HARDSCAPE, PAVEMENT, WALLS, TREE REMOVALS, AND DISPOSE ALL DEBRIS OFFSITE.	1	LUMP SUM	\$30,000.00	\$30,000.00
STABILIZED CONSTRUCTION ENTRANCE (INCL. MAINTENANCE	1	SUMP SUM	\$5,000.00	\$5,000.00
CONCRETE WASHOUT (INCL. MAINTENANCE)	1	LUMP SUM	\$1,000.00	\$1,000.00
SILT FENCE	500	LF	\$3.00	\$1,500.00
INLET FILTER BASKET	8	EA	\$250.00	\$2,000.00
TREE PROTECTION FENCING	160	LF	\$3.50	\$560.00
MONOFILAMENT FABRIC BARRIER FOR INLET PROTECTION	6	EA	\$250.00	\$1,500.00
4' HIGH SHADOW BOX FENCE	267	LF	\$20.00	\$5,340.00
TOTAL GRADING, EROSION CONTROL, & MISCELANEOUS				\$71,900.00
<u>LANDSCAPING OPINION OF PROBABLE COST (BY DICKSON DESIGN STUDIO)</u>				
PLANTINGS, FENCING, AND SEEDING	1	LS	\$61,059.25	\$61,059.25
TOTAL LANDSCAPING				\$61,059.25

Attachment: Avalon Crossing_DIA Exhibit D_EOPC (Avalon Crossing Development Improvement Agreement)

PEARSON, BROWN & ASSOCIATES, INC.

JOB #: 21164
DATE: 2/15/2022AVALON CROSSING
BUFFALO GROVE, ILLINOISPLAN DATE: 1/7/2022
REV. PLAN DATE: 2/15/2022**ENGINEER'S OPINION OF PROBABLE COST**

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
RECAPITULATION				
SANITARY SEWER				\$9,900.00
WATER MAIN				\$33,800.00
STORM SEWER				\$31,210.00
PAVING				\$64,073.50
GRADING, DEMOLITION & EROSION CONTROL, & MISC.				\$71,900.00
LANDSCAPING (BY DICKSON DEISNG STUDIO)				\$61,059.25
SUBTOTAL OPINION OF PROBABLE COST				\$271,942.75
10% CONTINGENCY				\$27,194.28
8% INCREASE FOR LETTER OF CREDIT				\$21,755.42
TOTAL AMOUNT				\$320,892.45

NOTE:

THIS ENGINEER'S OPINION OF PROBABLE COST HAS BEEN PREPARED BASED UPON THE ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COST AND DOES NOT INCLUDE THE FOLLOWING: ENGINEERING FEES, TAP ON FEES, PERMITS, DEWATERING OTHER THAN SPECIFICALLY LISTED ABOVE, TIGHT SHEETING, ANY WET OR DRY UTILITY RELOCATION NOT SPECIFICALLY INCLUDED ABOVE OR LANDSCAPING

ANY ITEM NOT SPECIFICALLY SHOWN IN THIS PEOPC ARE CONSIDERED INCIDENTAL TO THE COST OF THE PROJECT AND SHOULD BE INCLUDED IN THE UNIT PRICE FOR THE BID ITEMS LISTED ABOVE.

ANGELO K. ZOORAECS
052-062725
REGISTERED
PROFESSIONAL
ENGINEER
ILLINOIS
CXP
11/30/23

Attachment: Avalon Crossing_DIA Exhibit D_EOPC (Avalon Crossing Development Improvement Agreement)



dickson design
STUDIO

THE HURON GROUP (THG)
22371 / 22405 N. PRAIRIE ROAD, BUFFALO GROVE, IL

2/18/2022

Landscape Architect's Opinion of Probable Cost

INSTALLATION					
CODE	QTY	SIZE	COMMON NAME	UNIT	EXTENSION
PARKWAY/SHADE TREES - Deciduous					
CO	3	2.5" caliper	Common Hackberry	\$ 913.00	\$ 2,739.00
GB	3	2.5" caliper	Ginkgo (<i>male species</i>)	\$ 1,256.75	\$ 3,770.25
GD	3	2.5" caliper	Kentucky Coffeetree	\$ 913.00	\$ 2,739.00
LS	3	2.5" caliper	American Sweetgum	\$ 913.00	\$ 2,739.00
ON-LOT TREES - Evergreen					
TOT	34	8' high	Mission Arborvitae	\$ 610.50	\$ 20,757.00
FENCING					
-	264	L.F.	Fence: 4' high, board-on-board	\$ 35.00	\$ 9,240.00
MATERIALS					
-	2	C.Y.	Soil Amendments	\$ 85.00	\$ 170.00
-	6	C.Y.	Shredded Hardwood Mulch	\$ 95.00	\$ 570.00
-	TBD	S.Y.	Kentucky Bluegrass Blend Sod	-	-
SUBTOTAL - Plantings & Fencing:					\$ 42,724.25
-	7,334	S.Y.	Hydroseed Blend	\$ 2.50	\$ 18,335.00
SUBTOTAL - Turf:					\$ 18,335.00
GRAND TOTAL - estimated:					\$ 61,059.25

NOTE! This cost estimate represents a Landscape Architect's Opinion of Probable Cost. This cost estimate is based on current pricing and plant availability. This cost estimate does not include anything not specifically listed. This cost estimate is subject to change.

BUFFALO GROVE, ILLINOIS

COVER SHEET	
1. SPECIFICATIONS AND NOTES	
2. EXISTING CONDITIONS	
3. DEMOLITION PLAN	
4. GEOMETRICS PLAN	
5. GRADING PLAN	
6. EROSION CONTROL PLAN	
7. EROSION NOTES & DETAILS	
8. UTILITY PLAN	
9. PRAIRIE RD R.O.W. IMPROVEMENTS	
10. DETAILS	
11. DETAILS	
12. DETAILS	

L0.1 COVER SHEET
L1.0 TREE PRESERVATION & REMOVAL PLAN
L2.0 LANDSCAPE PLAN

EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED
		SANITARY SEWER				STORM SEWER	
		FORCE MAIN				WATER MAIN	
		WATER MAIN				TRENCH BACKFILL	
		COMBINED SEWER				CATCH BASIN	
		INLET				INLET MANHOLE	
		HEADWALL				HEADWALL SECTION	
		LIFT STATION				CLEAN-OUT	
		METER VAULT				VALVE VAULT	
		VALVE VAULT				BUFFALO BOX	
		FIRE HYDRANT				CONFLICT	
		CROSSING				GREASE BASIN	
		GAS MAIN				ELECTRIC CABLE	
		TELEPHONE CABLE				FIBER OPTIC CABLE	
		CABLE				STREET LIGHT	
		PEDestal				GAS VALVE	
		ELECTRIC BOX				TELEPHONE MANHOLE	
		FIBER OPTIC MANHOLE				FIBER OPTIC MANHOLE	
		FIBER OPTIC MANHOLE				FIBER OPTIC MANHOLE	
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		FIBER OPTIC MANHOLE					

THG HOLDINGS LLC - SERIES E

4500 W. WILMUNSTER ROAD, SUITE 205, LIBERTVILLE, ILLINOIS 60068 (847) 367-6707
A PROFESSIONAL DESIGN FIRM - ILLINOIS PROFESSIONAL ENGINEERING CORPORATION - LICENSE NUMBER 184-001058 EXP. RES. 04/30/23

15-21-401-008
15-21-401-010
15-21-401-012

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS DEVELOPMENT OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS. SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJACENT PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS DEVELOPMENT.

With the following:

Call
Toll-Free
1-800-4-A-DRILL

TULIE
ILLINOIS
ON-CALL SYSTEM

County Lake

City/Township Buffalo Grove/Vernon 43N. 11E

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

Call 2 working days BEFORE YOU DIG.

tullieoncall.com

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1	02/15/22	PER VILLAGE REVIEW COMMENTS DATED 01/25/22
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SECTION 19

ORIGINAL ISSUE DATE:	01/07/22
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QE 13 SH

ENGINEER'S

11.4.4

NORTH

SCALE: 1" = 20'

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINDHURST ROAD - SUITE 200
LIBERTYVILLE, IL 60466
PHONE: (630) 367-2500
FAX: (630) 367-2507
E-MAIL: AKBROWN@PEARSONBROWN.COM

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DESIGNED BY: O.A.Z.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 01/07/22

REVISIONS	
DATE	DESCRIPTION
01/15/22	AKZ
01/15/22	REVIEW PER VILLAGE REVIEW COMMENTS DATED 01/25/22

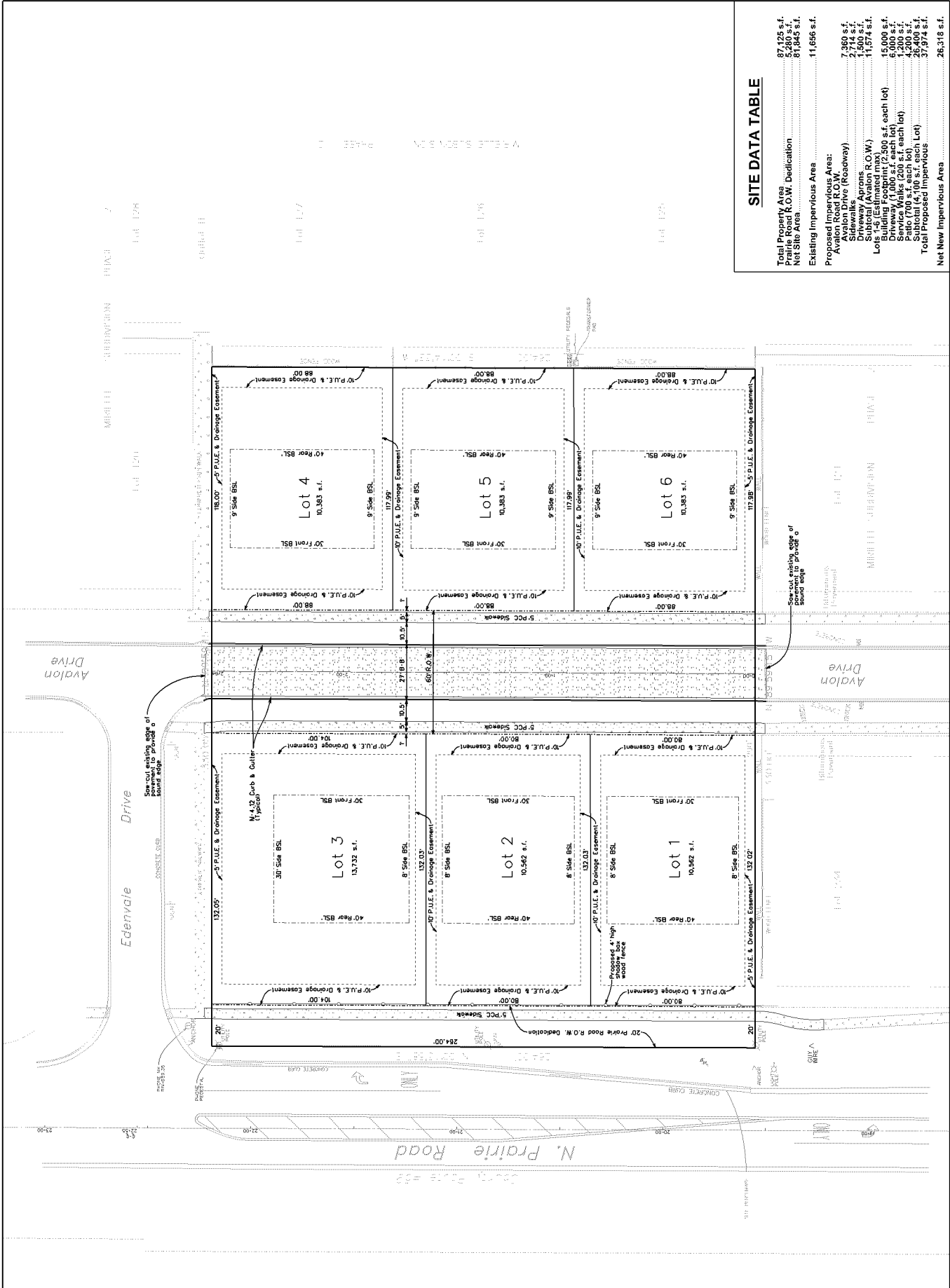
GEOMETRICS PLAN

SHEET NUMBER **5**

JOB No. 21164

OF 13 SHEETS

SITE DATA TABLE	
Total Property Area	87,325 s.f.
Subtotal R.O.W. Dedication	5,214 s.f.
Net Site Area	81,545 s.f.
Existing Impervious Area	11,656 s.f.
Proposed Impervious Area:	
Avalon Road R.O.W.	7,360 s.f.
Driveway Aprons	2,714 s.f.
Sidewalks	1,500 s.f.
Lot 1-4 (Estimated max.)	11,574 s.f.
Building Footprint (2,500 s.f. each lot)	10,000 s.f.
Driveway (1,000 s.f. each lot)	4,000 s.f.
Patio (700 s.f. each lot)	2,800 s.f.
Subtotal (4,100 s.f. each Lot)	26,400 s.f.
Total Proposed Impervious	37,974 s.f.
Net New Impervious Area	26,318 s.f.



EROSION CONTROL PLAN

SHEET NUMBER

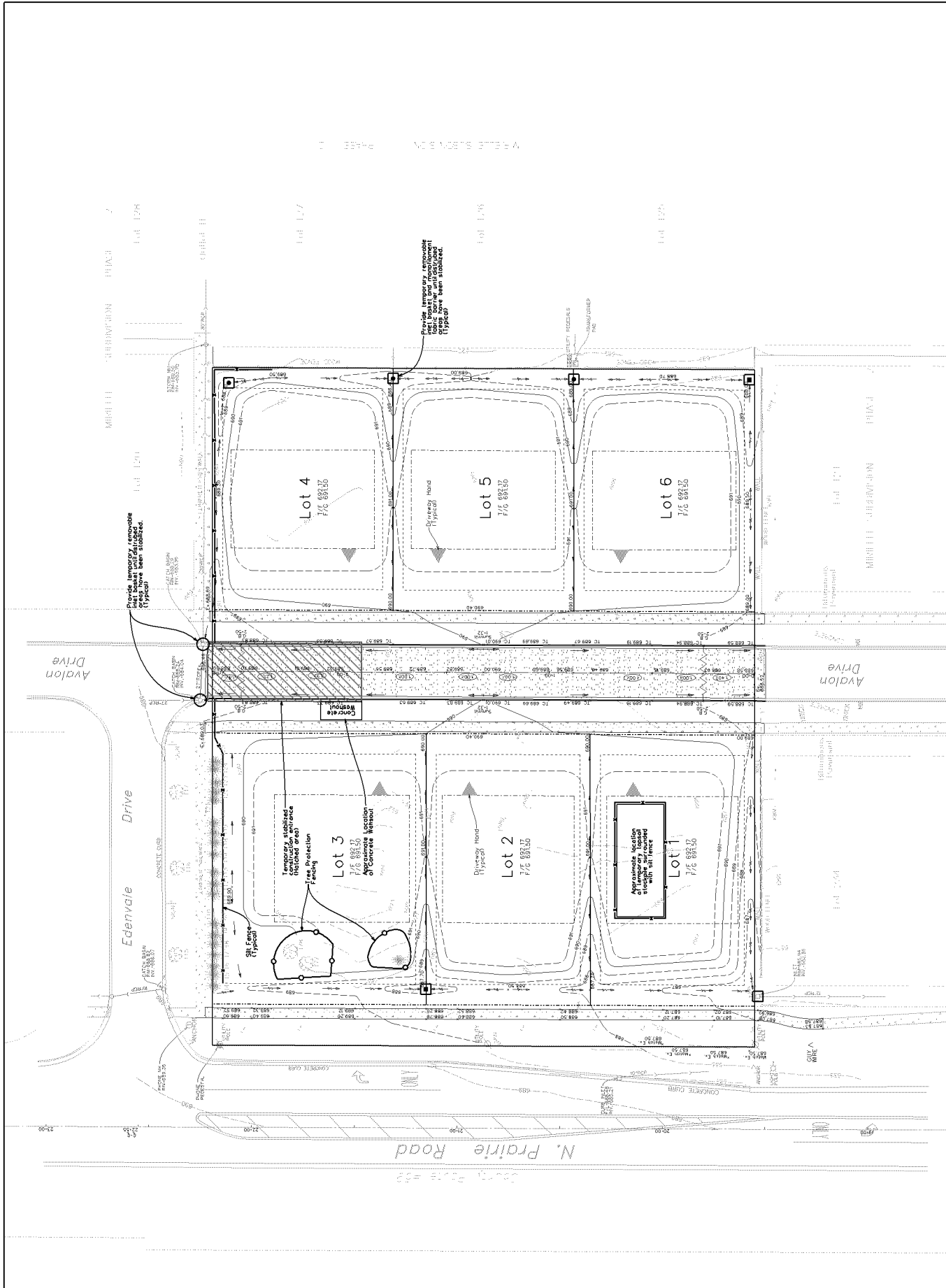
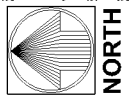
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AVALON CROSSING

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60046

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E-MAIL ADDRESS: pba@pearsonbrown.com



PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINDHURST ROAD - SUITE 202
LIBERTVILLE, IL 60468
PHONE: (630) 347-4300
FAX: (630) 347-4307
E-MAIL: AVALON@PBAENGINEERS.COM

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINDHURST ROAD - SUITE 202
LIBERTVILLE, IL 60468
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E-MAIL: AVALON@PBAENGINEERS.COM

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINDHURST ROAD - SUITE 202
LIBERTVILLE, IL 60468
PHONE: (630) 347-4300
FAX: (630) 347-4307
E-MAIL: AVALON@PBAENGINEERS.COM

UTILITY PLAN

DESCRIPTION

DATE BY

REVISIONS

DESIGNED BY: G.A.Z.

CHECKED BY: A.K.Z.

ORIGINAL ISSUE: 01/07/22

The diagram is a detailed utility plan for a residential development. It shows six lots, numbered 1 through 6, arranged in a 2x3 grid. Lot 1 is at the bottom right, Lot 2 is above it, and Lot 3 is to the left of Lot 2. Lot 4 is to the left of Lot 3, Lot 5 is above Lot 4, and Lot 6 is to the right of Lot 5. The plan includes several streets: Edenvale Drive runs vertically along the left side, Avalon Drive runs horizontally along the top, and N. Prairie Road runs horizontally along the bottom. Utility lines are shown throughout the lots, including storm sewers (labeled '8" 12" Storm' and '12" Storm') and water mains (labeled '8" Water Main'). There are also details for manholes, catch basins, and various valves. The plan includes a north arrow in the top left corner and a scale of 1" = 20'. The title 'UTILITY PLAN' is in the top right corner. The sheet number '6' is in the top right corner. The project name 'PEARSON, BROWN & ASSOCIATES, INC.' is in the top right corner. The project location 'LIBERTVILLE, IL 60468' is in the top right corner. The project phone number '(630) 347-4300' is in the top right corner. The project fax number '(630) 347-4307' is in the top right corner. The project email 'AVALON@PBAENGINEERS.COM' is in the top right corner. The project date '01/07/22' is in the top right corner. The project designer 'G.A.Z.' is in the top right corner. The project checker 'A.K.Z.' is in the top right corner. The project original issue '01/07/22' is in the top right corner.

PROJECT NOTES:

1. The owner shall be responsible for obtaining all necessary permits from the Village of Libertyville and the State of Illinois for the construction of the project.

2. The owner shall be responsible for obtaining all necessary permits from the Village of Libertyville and the State of Illinois for the construction of the project.

3. The owner shall be responsible for obtaining all necessary permits from the Village of Libertyville and the State of Illinois for the construction of the project.

4. The owner shall be responsible for obtaining all necessary permits from the Village of Libertyville and the State of Illinois for the construction of the project.

5. The owner shall be responsible for obtaining all necessary permits from the Village of Libertyville and the State of Illinois for the construction of the project.

6. The owner shall be responsible for obtaining all necessary permits from the Village of Libertyville and the State of Illinois for the construction of the project.

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9. The owner shall be responsible for obtaining all necessary permits from the Village of Libertyville and the State of Illinois for the construction of the project.

10. The owner shall be responsible for obtaining all necessary permits from the Village of Libertyville and the State of Illinois for the construction of the project.

11. The owner shall be responsible for obtaining all necessary permits from the Village of Libertyville and the State of Illinois for the construction of the project.

12. The owner shall be responsible for obtaining all necessary permits from the Village of Libertyville and the State of Illinois for the construction of the project.

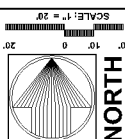
Sheet No. 2164

6

SHEET NUMBER

OF 13 SHEETS

Project No. 227



ALCON CROSSING
BUFFALO GROVE, ILLINOIS

SON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS

1825 W. WINCHESTER ROAD - SUITE 202
LIBERTYVILLE, IL 60048
PHONE: (630) 347-2507
FAX: (630) 347-2567
E-MAIL ADDRESS: pjb@sonbrown.com
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DESIGNED BY: GAZ.
DRAWN BY: AZ.
CHECKED BY: AKZ.
ORIGINAL ISSUE: 01/07/22

DESCRIPTION

NEW COMMENTS DATED 01/25/22

REVISIONS

LN

VE

17

R.

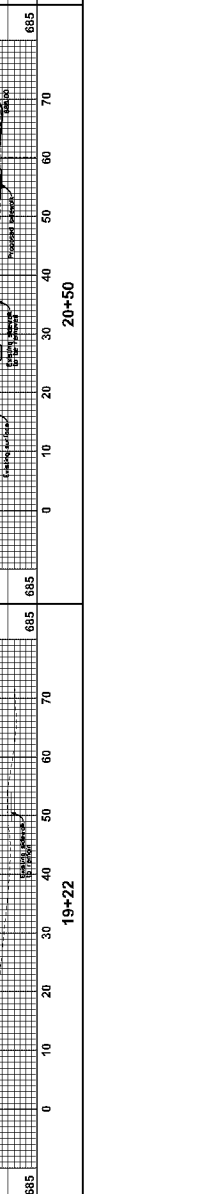
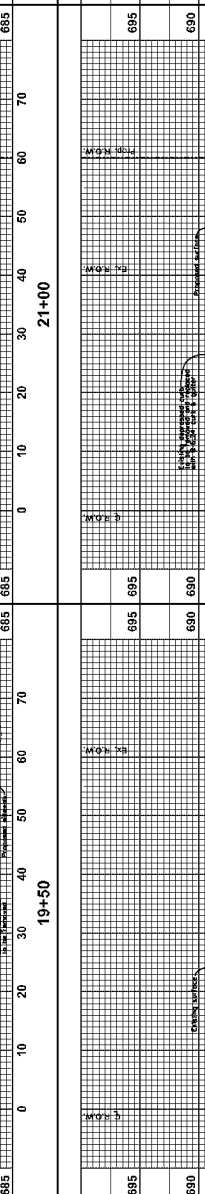
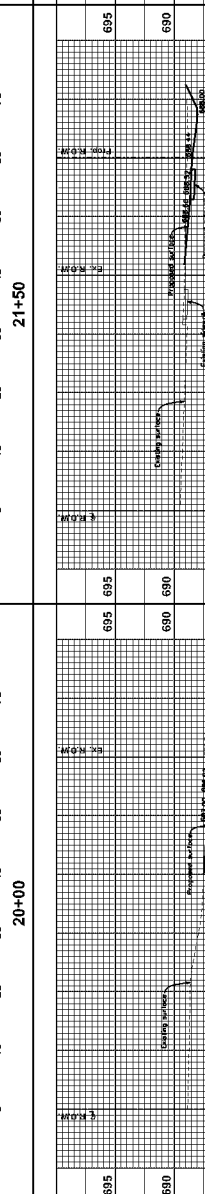
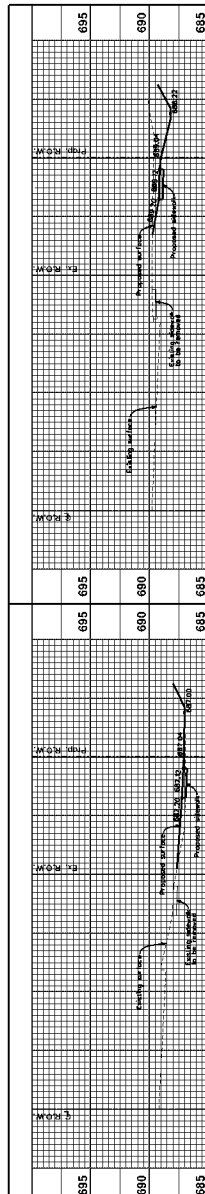
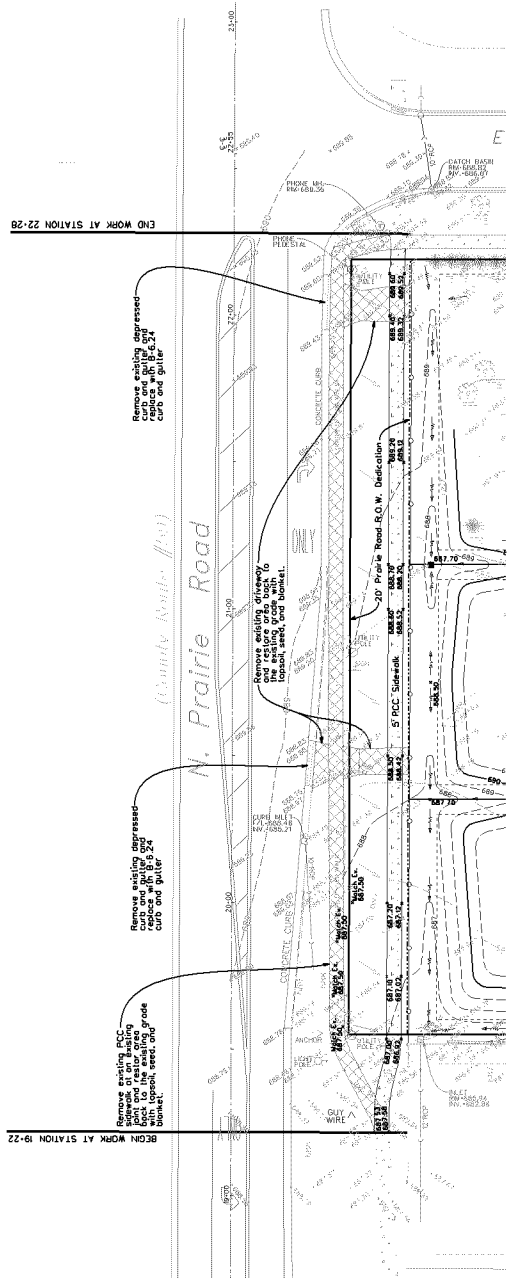
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164

DATE

JOE

Packet Pg. 228



DETAILS

SHEET NUMBER
12
OF 13 SHEETS

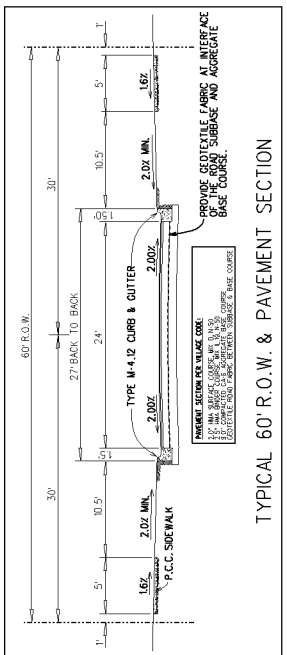
REVISIONS

DATE BY	DESCRIPTION
01/25/22 AKZ	REVISED PER VILLAGE REVIEW COMMENTS DATED 01/25/22

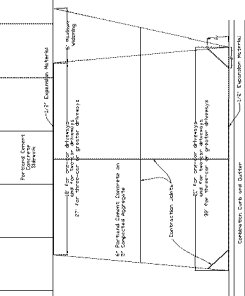
DESIGNED BY: A.Z.	CHECKED BY: A.K.Z.
DRAWN BY: A.Z.	ORIGINAL ISSUE: 01/07/22

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINDCHATTER ROAD - SUITE 203
LITTLEVILLE, CO 80644
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FAX: (303) 547-2587
E-MAIL: ACONTRACTS@PEARSONBROWNANDASSOCIATES.COM
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AVALON CROSSING
BUFFALO GROVE, ILLINOIS



DRIVEWAY APRON DETAIL



BIKEPATH & SIDEWALK DETAIL

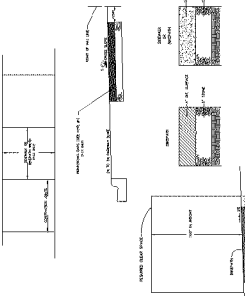
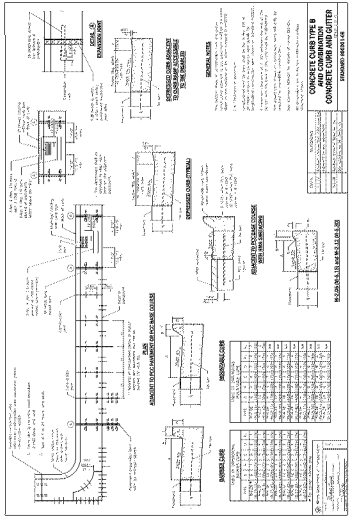
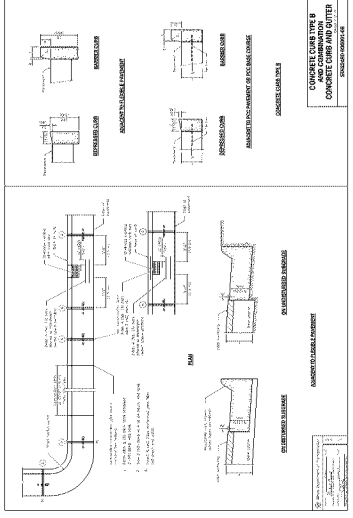


EXHIBIT NO. 503

EXHIBIT NO. 502



NOTES & DETAILS FOR WORK
WITHIN PAIRIE RD. R.O.W.

REVISIONS

DATE	BY	DESCRIPTION
01/22/22	AZ	REVISED PER VILLAGE REVIEW COMMENTS DATED 01/22/22

DESIGNED BY: A.Z.
CHECKED BY: A.Z.
ORIGINAL ISSUE: 01/07/22

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINDHURST ROAD - SUITE 202
MILWAUKEE, WI 53227
PHONE: (414) 347-4700
FAX: (414) 347-2587

AVALON CROSSING
BUFFALO GROVE, ILLINOIS

GENERAL NOTES:

1. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING ROADWAY AND HAS OBSERVED THE FOLLOWING CONDITIONS:

a. THE ROADWAY IS A TWO-LANE ROADWAY WITH A 12' WIDE RIGHT-OF-WAY.

b. THE ROADWAY IS IN POOR CONDITION AND REQUIRES REPAIRS TO THE PAVEMENT AND CURBS.

c. THE ROADWAY IS SUBJECT TO FLOODING DURING HEAVY RAINFALL.

d. THE ROADWAY IS SUBJECT TO SLIDING AND EROSION DURING HEAVY RAINFALL.

e. THE ROADWAY IS SUBJECT TO TREE ROOT DAMAGE TO THE PAVEMENT AND CURBS.

f. THE ROADWAY IS SUBJECT TO POLE LINE INTERFERENCE.

2. THE ENGINEER HAS OBSERVED THE FOLLOWING CONDITIONS:

a. THE ROADWAY IS SUBJECT TO FLOODING DURING HEAVY RAINFALL.

b. THE ROADWAY IS SUBJECT TO SLIDING AND EROSION DURING HEAVY RAINFALL.

c. THE ROADWAY IS SUBJECT TO TREE ROOT DAMAGE TO THE PAVEMENT AND CURBS.

d. THE ROADWAY IS SUBJECT TO POLE LINE INTERFERENCE.

3. THE ENGINEER HAS OBSERVED THE FOLLOWING CONDITIONS:

a. THE ROADWAY IS SUBJECT TO FLOODING DURING HEAVY RAINFALL.

b. THE ROADWAY IS SUBJECT TO SLIDING AND EROSION DURING HEAVY RAINFALL.

c. THE ROADWAY IS SUBJECT TO TREE ROOT DAMAGE TO THE PAVEMENT AND CURBS.

d. THE ROADWAY IS SUBJECT TO POLE LINE INTERFERENCE.

CONSTRUCTION NOTES:

1. THE ENGINEER HAS OBSERVED THE FOLLOWING CONDITIONS:

a. THE ROADWAY IS SUBJECT TO FLOODING DURING HEAVY RAINFALL.

b. THE ROADWAY IS SUBJECT TO SLIDING AND EROSION DURING HEAVY RAINFALL.

c. THE ROADWAY IS SUBJECT TO TREE ROOT DAMAGE TO THE PAVEMENT AND CURBS.

d. THE ROADWAY IS SUBJECT TO POLE LINE INTERFERENCE.

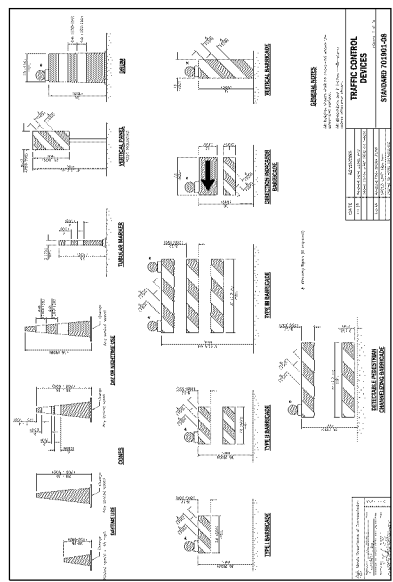
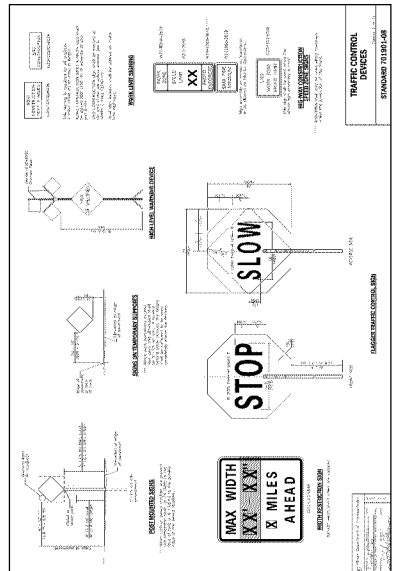
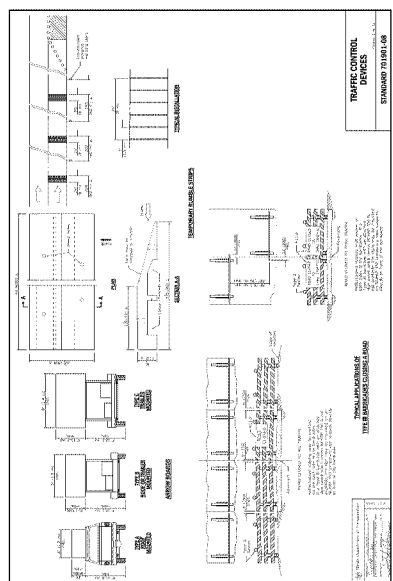
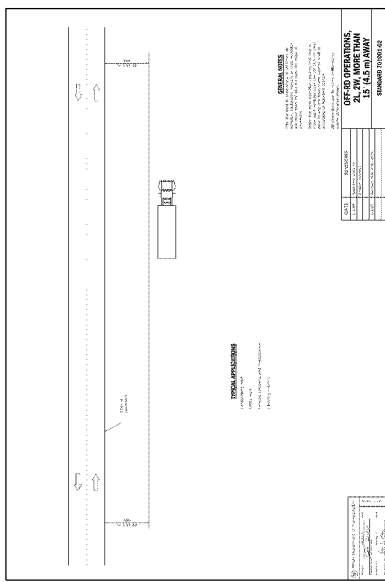
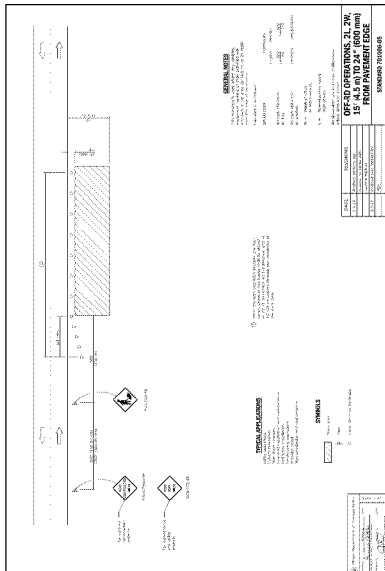
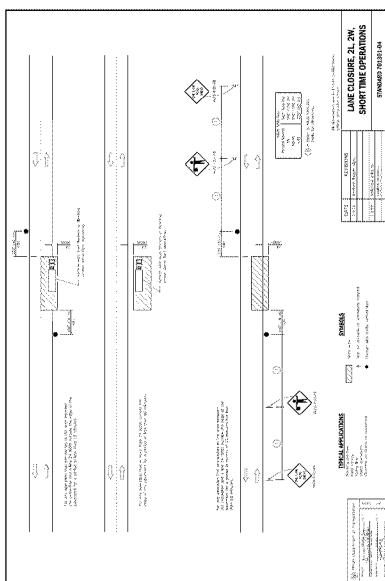
2. THE ENGINEER HAS OBSERVED THE FOLLOWING CONDITIONS:

a. THE ROADWAY IS SUBJECT TO FLOODING DURING HEAVY RAINFALL.

b. THE ROADWAY IS SUBJECT TO SLIDING AND EROSION DURING HEAVY RAINFALL.

c. THE ROADWAY IS SUBJECT TO TREE ROOT DAMAGE TO THE PAVEMENT AND CURBS.

d. THE ROADWAY IS SUBJECT TO POLE LINE INTERFERENCE.



PLANT SYMBOLS KEY

NOTE!
NOT ALL PLANT SYMBOLS MAY BE DEPICTED ON PLANS

EXISTING DECIDUOUS TREE

EXISTING EVERGREEN TREE

EXISTING SHRUBS & PERENNIALS

SHADE / CANOPY TREES, 2.5" CALIBER

ORNAMENTAL TREES, 6" TALL

EVERGREEN TREES, 6" TALL

LARGE DECIDUOUS SHRUBS, 28" TALL

SMALL DECIDUOUS SHRUBS, 24" TALL

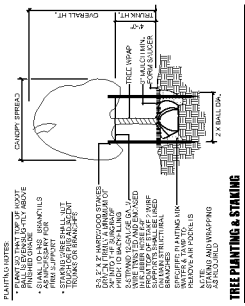
SMALL EVERGREEN SHRUBS, 24" TALL/WIDE

LARGE ORNAMENTAL GRASS, 3 GALLON

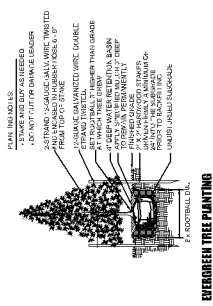
SMALL ORNAMENTAL GRASS, 1 GALLON

PERENNIAL FLOWERS & GROUNDCOVER, 1 GALLON

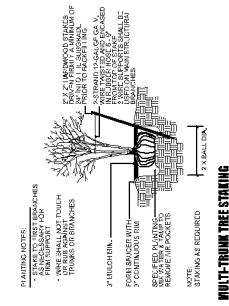
PLANTING DETAILS



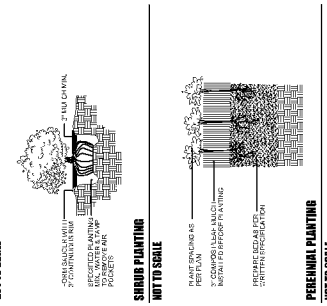
TREE PLANTING & STAKING



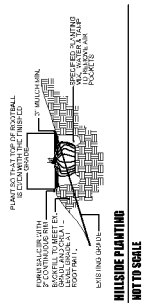
EVERGREEN TREE PLANTING



MULTI-TRUNK TREE PLANTING



PERENNIAL PLANTING



PROJECT TEAM

- DEVELOPER:**
THE HURON GROUP
747 LAKE COOK ROAD, 100W
DEERFIELD, IL 60015
- CONTACT: STEVE GOODMAN**
- SURVEYOR:**
MILWAUKEE SURVEYING & ASSOCIATES, LTD.
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, IL 60030
TEL (847) 233-0914
- CONTACT: BRYAN LEE**
- ARCHITECT:**
DAVEY RESOURCE GROUP
NATURAL RESOURCE CONSULTING
TEL (846) 227-0485
- CIVIL ENGINEER:**
PETER B. BLOOM, P.E.
1850 N. WINCHESTER ROAD, SUITE 205
LIBERTYVILLE, IL 60048
TEL (847) 387-8707
- CONTACT: ANGELO ZOGRAFOS**
- LANDSCAPE ARCHITECT:**
DICKSON DESIGN STUDIO INC.
225 SKYLINE DRIVE
ALGONQUIN, IL 60102
TEL (847) 878-4019 / (847) 804-8708
- CONTACT: SHARON DICKSON / JEFF TORRENS**

dickson design
STUDIO

225 SKYLINE DRIVE
ALGONQUIN, IL 60102
847.878.4019

THE HURON GROUP DEERFIELD, ILLINOIS

CLIENT NAME AND ADDRESS
PLAN DATE
DECEMBER 31, 2021
REVISIONS
1. 1/5/22 PER GRADING
2.
3.
4.
5.
6.
7.
8.
9.
10.

PROJECT NAME AND SHEET TITLE
AVALLON CROSSING
BUFFALO GROVE, IL

PLANS:
TREE PRESERVATION & REMOVAL
LANDSCAPE PLAN

SHEET NUMBER

L0.1

NOTES - GENERAL LANDSCAPE

- CONTRACTOR SHALL CERTIFY IN A NECESSARY TREE REMOVAL PERMIT AND COPIES.
ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STANDARDS AND CODES.
- CALL JULIE-UTILITY LOCATING SERVICE (TEL. 800.882.0121) 48 HOURS PRIOR TO THE START OF ANY GRADING.
- GENERAL PLANT NOTES:
A. ALL PLANTING SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK.
B. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND FREE FROM DISEASE AND PESTS.
C. ALL NEW PLANT MATERIAL SHALL BE FIRM AND LOCAL.
D. PLANTS SHALL BE PLANTED IN THE SAME MANNER AS THEY WERE GROWN.
E. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
F. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
G. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
H. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
I. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
J. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
K. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
L. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
M. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
N. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
O. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
P. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
Q. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
R. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
S. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
T. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
U. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
V. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
W. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
X. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
Y. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.
Z. PLANTS SHALL NOT BE PLANTED IN AREAS WHERE THEY WOULD BE EXPOSED TO UNUSUAL STRESS OR UNUSUAL EXPOSURE.

SHEET INDEX

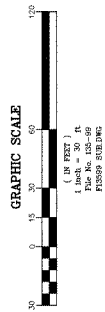
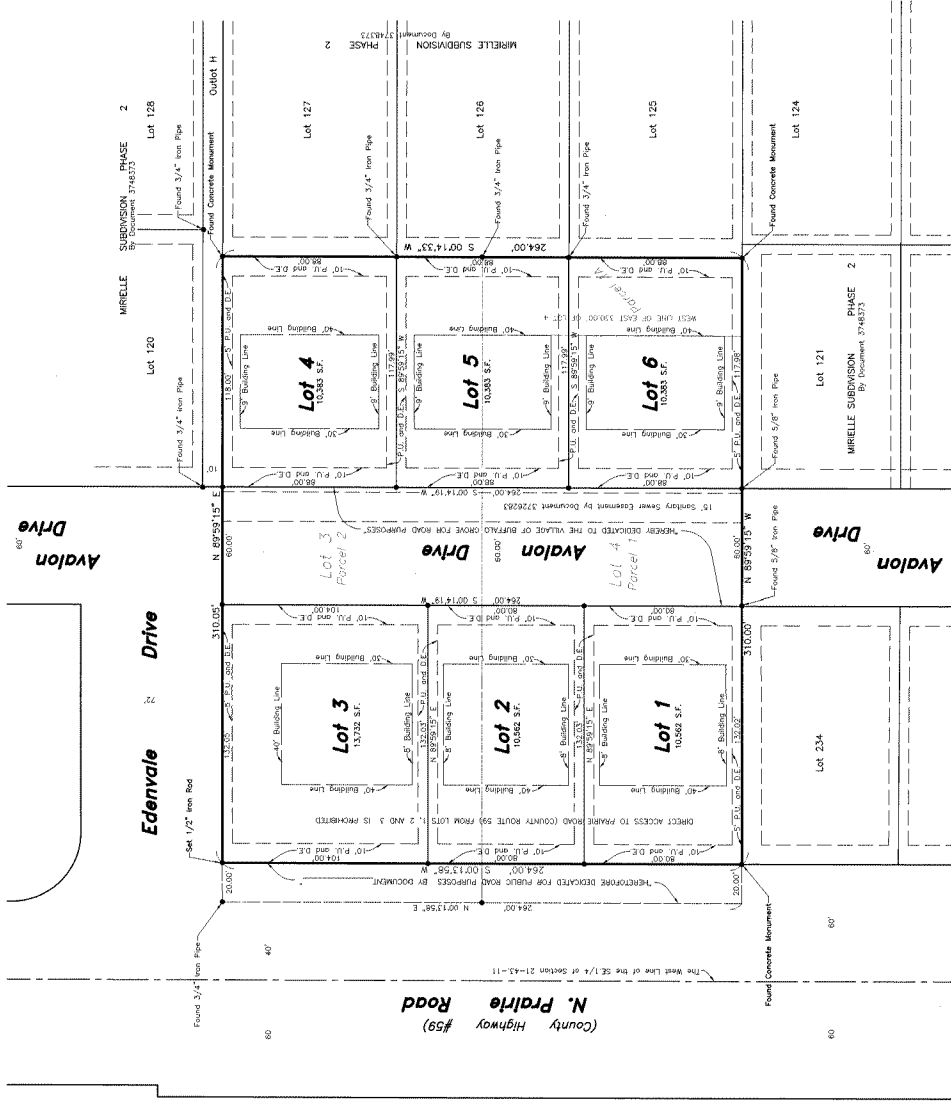
- L0.1 PROJECT TEAM**
GENERAL LANDSCAPE NOTES
PLANTING DETAILS
PLANT SYMBOLS KEY
- L1.0 TREE PRESERVATION AND REMOVAL PLAN**
TREE INVENTORY
DETAIL: TREE PROTECTION FENCING
- L2.0 LANDSCAPE PLAN**
PLANT & MATERIALS LIST
DETAIL: FENCE

FINAL PLAT OF AVALON CROSSING

Sheet 1 of 2

SECTION 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
LAKE COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
22371 & 22405 N. PRAIRIE ROAD, PRAIRIE VIEW, IL 60069
PARCEL AKA: 15-21-401-008
PIN: 15-21-401-010
15-21-401-012



P.U. and D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

FIELDWORK COMPLETED: 12-22-2021
CLIENT NAME: THE HUBBARD, LLC - Series E
ADDRESS: 1015 N. COOK STREET, SUITE 1000
CHICAGO, IL 60610
NOTES:
PLAT IS VOID if the Impressed Surveyor Seal does not appear.
Any House Building Lines or Easements shown on a Recordable Subdivision
Plat are subject to change and are not to be relied upon for any other
purpose without the express written consent of the Surveyor.
AT THE TIME OF THE SURVEY, THE SURVEYOR WAS NOT AWARE OF ANY
EXISTING EASEMENTS OR ENCUMBRANCES.
RE: ALLEN AND ASSOCIATES, LTD.
1015 N. COOK STREET, SUITE 1000
CHICAGO, IL 60610
PHONE: 847-222-0914 FAX: 847-222-0980



Action Item : Pre-Application Discussion- 41 S McHenry (NCH Outlot)

Recommendation of Action

Staff recommends discussion and referral to the Planning & Zoning Commission

Staff has been working with GW Properties, which has the property under contract. GW has submitted a plan which shows a 10,000 square foot multi-tenant building. GW is finalizing their plans on the property and is seeking comments from the Village Board along with a referral to the Planning & Zoning Commission. The developer will provide the Village Board with an overview of their concept plan at the April 18, 2022 Village Board meeting. The attached memorandum provides a brief summary of their project.

ATTACHMENTS:

- BOT Referral Memo (DOCX)
- NCH Outlot Plans (PDF)

Trustee Liaison
Johnson

Staff Contact
Chris Stilling, Community Development

Monday, April 18, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

DATE: April 18, 2022

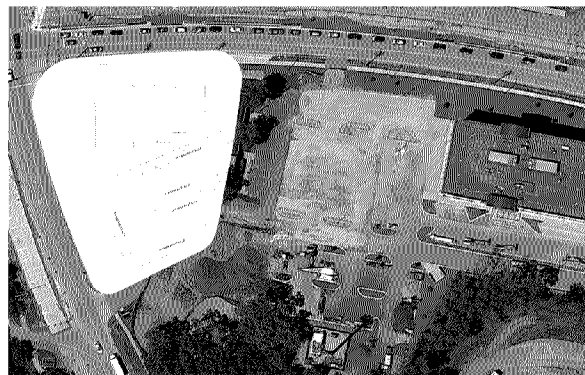
SUBJECT: **Pre-Application Discussion** Proposed 10,000 Square Feet Retail Building at 41 S McHenry

Background

In 2019, the Village Board approved an amendment to the existing Northwest Community Hospital (NCH) site for a new 4-story 70,000 square foot medical office building and outlot. Initially, the project anticipated a 5,000 square foot quick service restaurant with drive-through on the outlot property. Staff has been working with GW Properties, which has the property under contract. GW has submitted a plan which shows a 10,000 square foot multi-tenant building. GW is finalizing their plans on the property and is seeking comments from the Village Board along with a referral to the Planning & Zoning Commission. The developer will provide the Village Board with an overview of their concept plan at the April 18, 2022 Village Board meeting. The following memorandum provides a brief summary of their project.

Proposed Plan

GW is seeking to construct a 10,000 square foot multi-tenant building on the property with 55 parking spaces. Based on the preliminary plan provided, the building would meet at zoning requirements in terms of parking and setbacks. They have indicated that they have 2 tenants seeking to occupy the entire space. The first tenant is a new specialty grocer/prepared food concept called Wild Fork. This store specializes in frozen meats, seafood and prepared foods. They would occupy approximately 4,000 square feet. The other tenant would be a small veterinary clinic call Veterinary Emergency Group. Currently, veterinary clinics are not specified as a permitted or special use in the B3 zonign district. However, given that the site is a Planned Development, the request can be include din the amendment. The grocer component is permitted. Overall, staff believes the proposed plan is an improvement to the Lake Cook corridor.



Attachment: BOT Referral Memo (Pre-Application Discussion- 41 S McHenry (NCH Outlot))

Process

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

- Amendment to the Planned Development Ordinance
- Preliminary plan approval
- Approval of a veterinary clinic

Action Requested

The Developer is seeking comments from the Village Board related to the proposed plan. Should the Board conceptually support the plan; the item can be referred to the Planning and Zoning Commission to discuss more specific details concerning parking, setbacks, uses, landscaping and other bulk regulations.



2211 North Elston Avenue, Suite 400
Chicago, Illinois 60614
Main: 773.382.0445
Fax: 773.796.3037

11.B.b

April 12, 2022

Christopher Stilling, AICP
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

RE: Proposed Development to be located at 41 S. McHenry Road, Buffalo Grove, Illinois.

Dear Chris,

GW Properties on behalf of GW McHenry BG LLC ("GW") is the contract purchaser of the vacant corner parcel at Lake Cook and McHenry, which is part of the larger Northwest Community Hospital development that recently opened. Our development plans include the construction of one new building up to 10,000sf of space and would be leased to most likely two retail and/or restaurant tenants. Included in this package are some proposed plans such as a site plan, elevations, and renderings. The development should not be seeking any special uses, variances, or a zoning change. The access points would remain as currently constructed and no new off-site work would be required to perform on this plan. Once completed, this project would be a compliment to the balance of the project and the larger community as a whole.

Through deep rooted and diverse relationships in the commercial real estate industry, GW Properties has developed an expertise in retail and mixed-use properties. Over the past decade, GW principals have been involved in the brokerage, investment, and development of over \$750 million of real estate in the Chicagoland area. GW practices respectful development through its collaborative approach of uncovering opportunities, optimizing value, and enhancing communities. This process has yielded a track record of proven results.

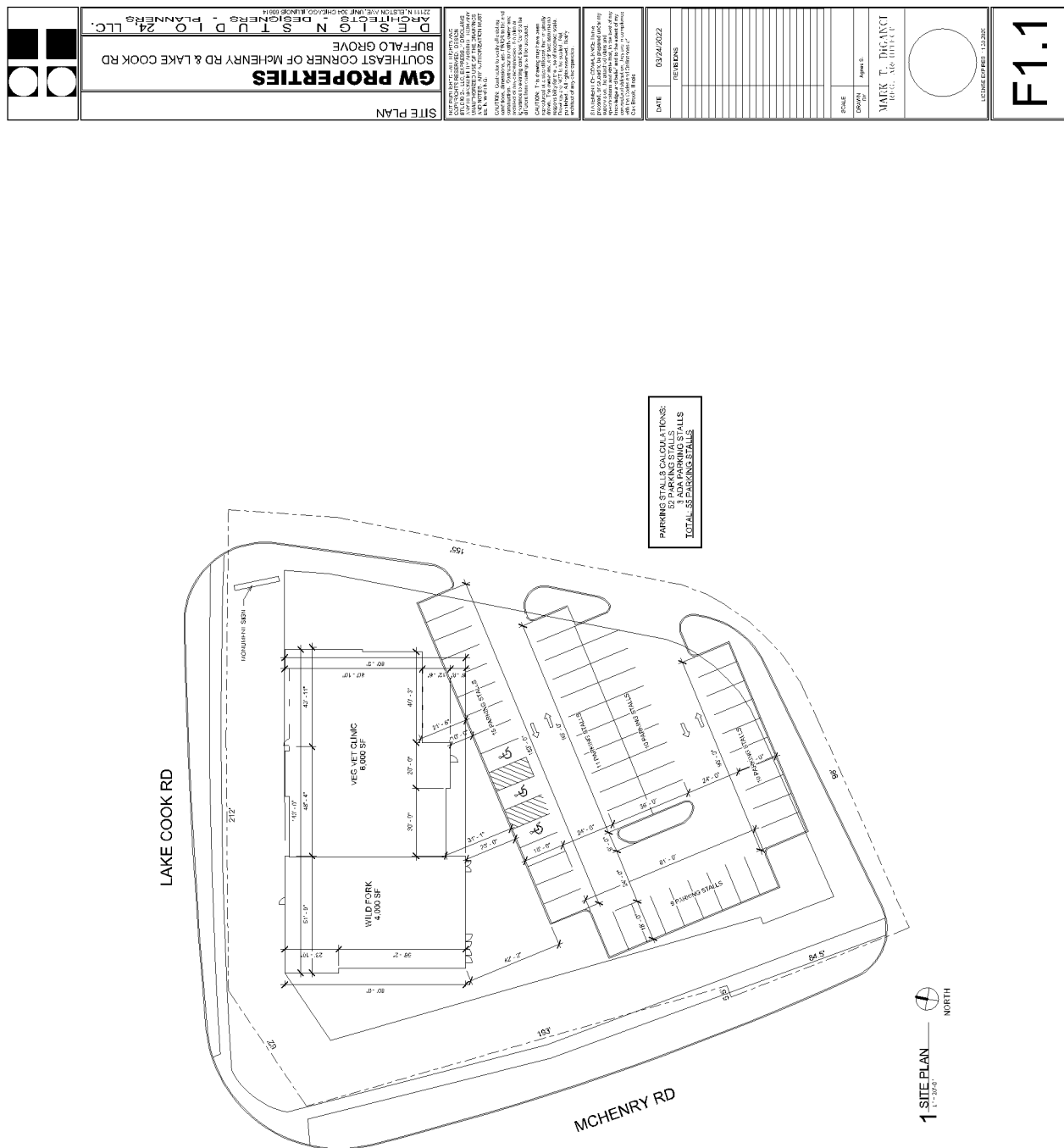
We look forward to working with the Village on this development and welcome discussion or questions on the project.

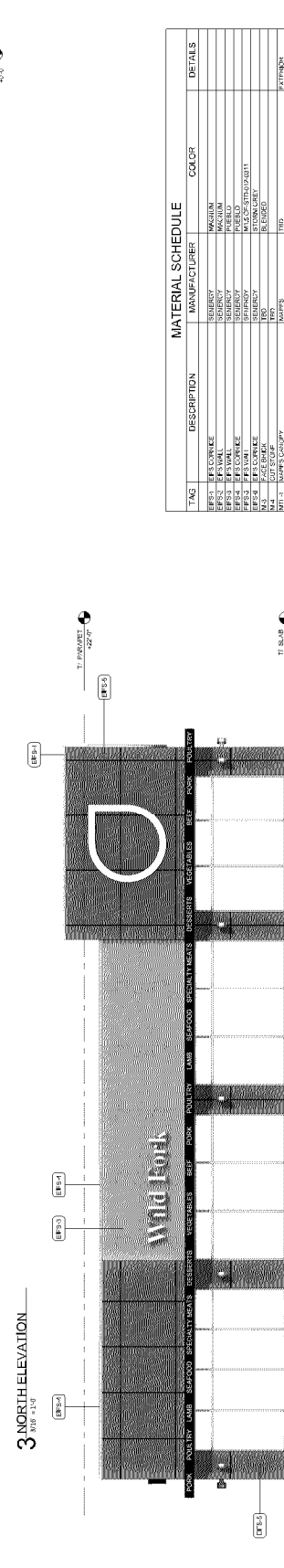
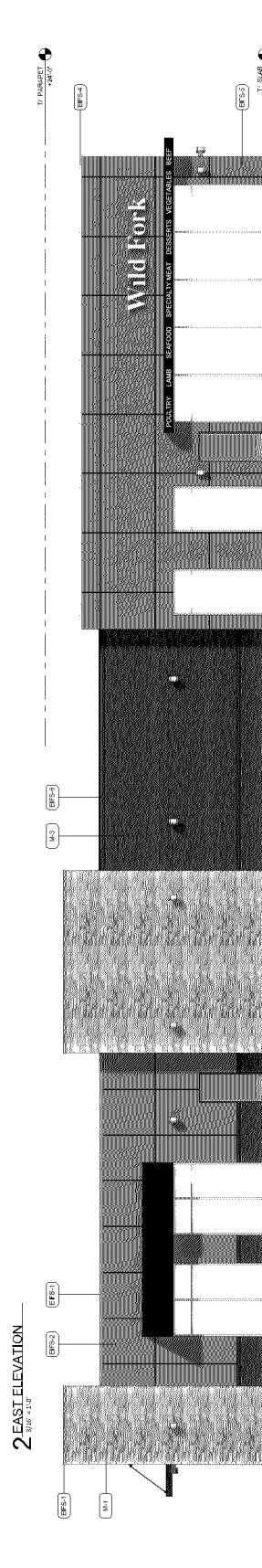
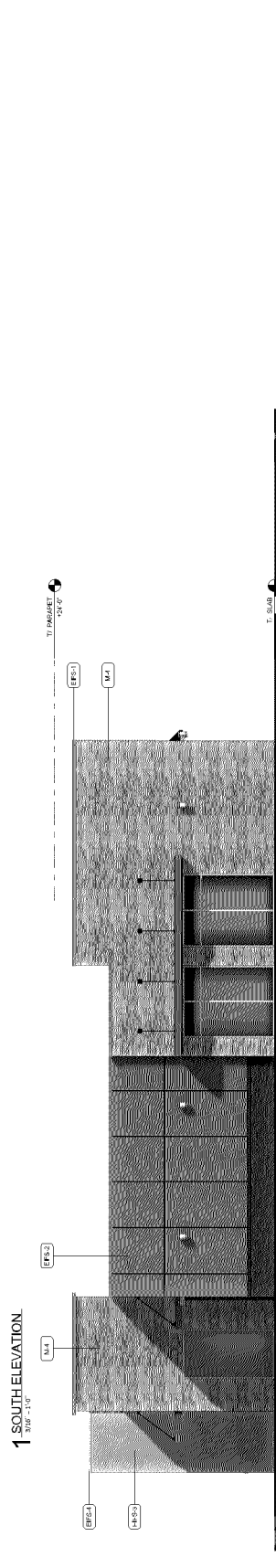
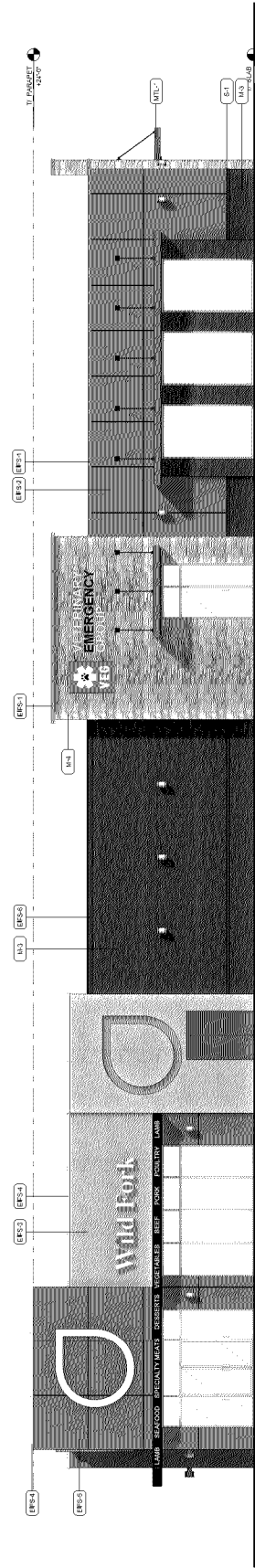
Thank you for your consideration.

Sincerely,
GW Properties

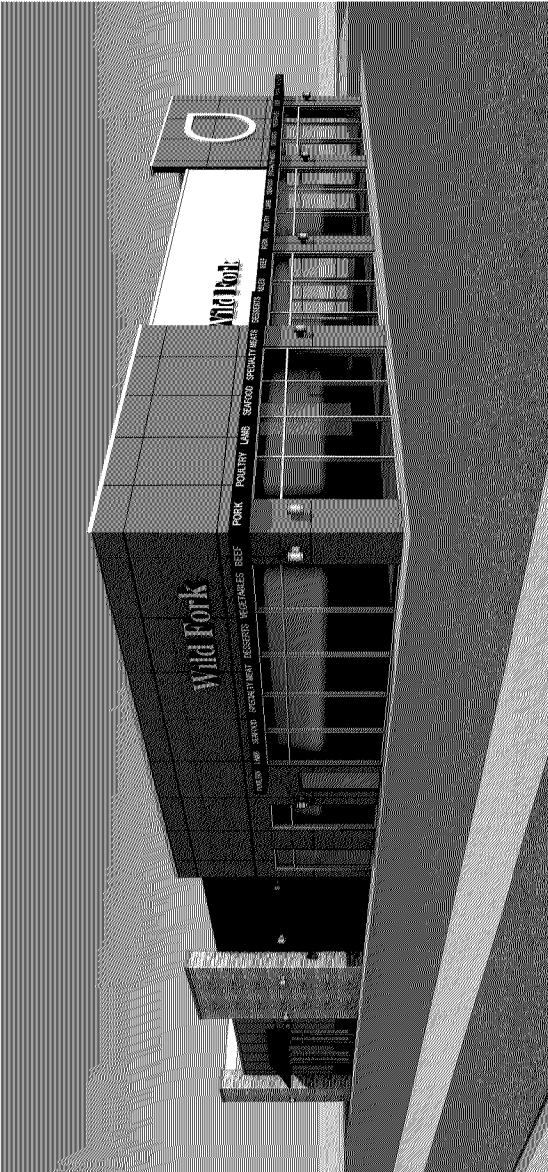
Mitch Goltz
Principal
mitch@gwproperties.com

Attachment: NCH Outlot Plans (Pre-Application Discussion- 41 S McHenry (NCH Outlot))



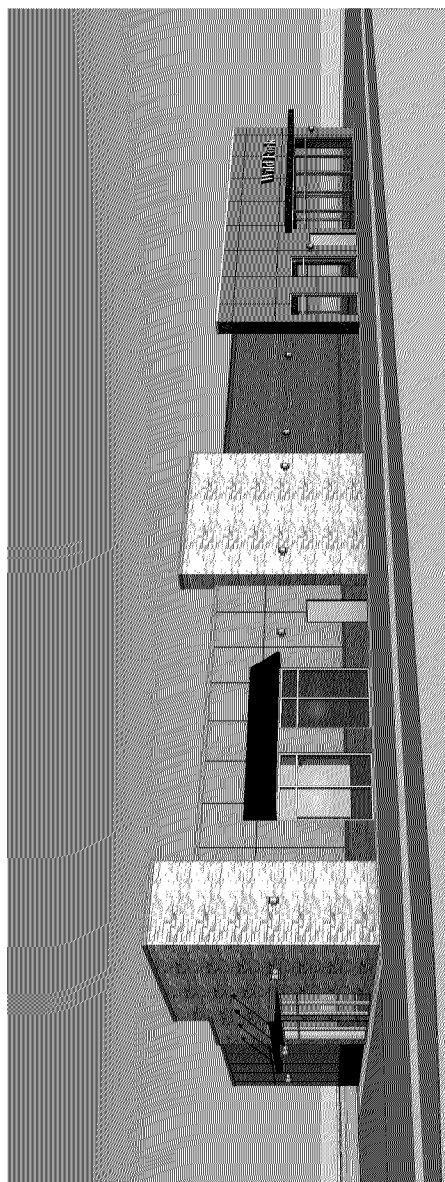
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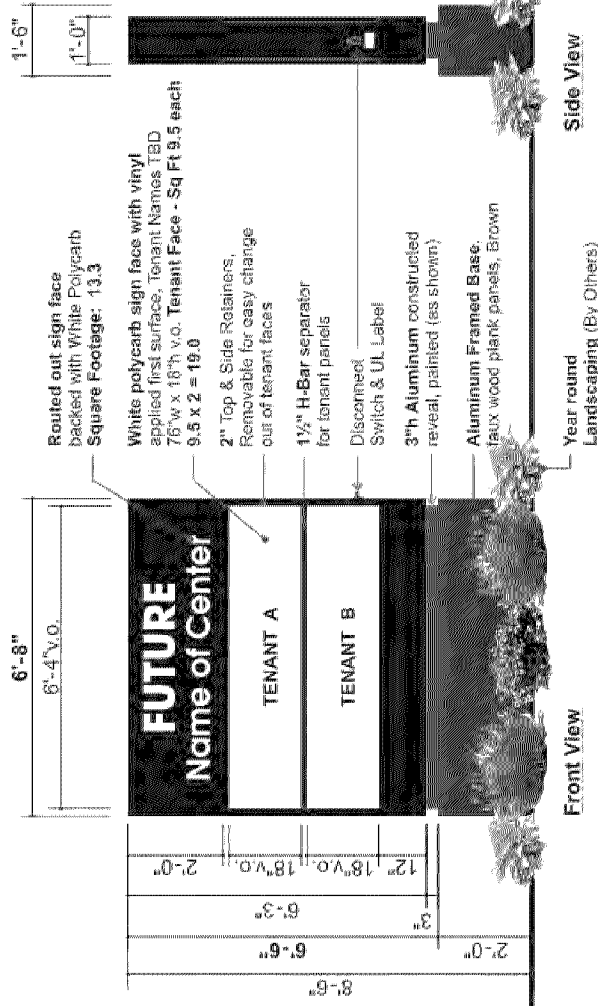
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FF-2	F WALL	REGENCY	WAGNER		
FF-3	F FLOOR	REGENCY	WAGNER		
FF-4	F ROOF	REGENCY	WAGNER		
FF-5	F VENT	REGENCY	WAGNER		
FF-6	F ROOF	REGENCY	WAGNER		
FF-7	F VENT	REGENCY	WAGNER		
FF-8	F ROOF	REGENCY	WAGNER		
FF-9	F VENT	REGENCY	WAGNER		
FF-10	F ROOF	REGENCY	WAGNER		
FF-11	F VENT	REGENCY	WAGNER		
FF-12	F ROOF	REGENCY	WAGNER		
FF-13	F VENT	REGENCY	WAGNER		
FF-14	F ROOF	REGENCY	WAGNER		
FF-15	F VENT	REGENCY	WAGNER		
FF-16	F ROOF	REGENCY	WAGNER		
FF-17	F VENT	REGENCY	WAGNER		
FF-18	F ROOF	REGENCY	WAGNER		
FF-19	F VENT	REGENCY	WAGNER		
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FF-22	F ROOF	REGENCY	WAGNER		
FF-23	F VENT	REGENCY	WAGNER		
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FF-52	F ROOF	REGENCY	WAGNER		
FF-53	F VENT	REGENCY	WAGNER		
FF-54	F ROOF	REGENCY	WAGNER		
FF-55	F VENT	REGENCY	WAGNER		
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FF-57	F VENT	REGENCY	WAGNER		
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FF-96	F ROOF	REGENCY	WAGNER		
FF-97	F VENT	REGENCY	WAGNER		
FF-98	F ROOF	REGENCY	WAGNER		
FF-99	F VENT	REGENCY	WAGNER		
FF-100	F ROOF	REGENCY	WAGNER		



1 3D CORNER VIEW

[illegible]

[illegible]



S/F Illuminated Multi-Tenant Monument -

Scale 3/8" = 1'-0"

Qty: (1) Required

Square Footage: 32.3

Aluminum constructed sign frame with white polycarb sign faces. Removable retainers for easy change out of tenant faces. Sign to illuminated using White LED Modules. Sign to have aluminum base to match now development. Electrical service to be brought top sign sites (By Others). Drawing for concept purposes only.



CHICAGO, IL 60614
Country Road W17
Buffalo Grove, IL 60089

account representative
ROBBY WHITEHEAD client

client

client



TEEN CITY LIGHT
Lombard, IL 60148
Phone 630.424.6100 Fax 630.424.6120
WWW.POLYSIGNS.COM

THIS IS AN UNFINISHED DRAWING. CONSULT WITH A PROJECT ARCHITECT AND PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR GIVEN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIK SIGNS, INC. ARCHITECT IS EXCLUSIVE PROPERTY OF OLYMPIK SIGNS, INC.

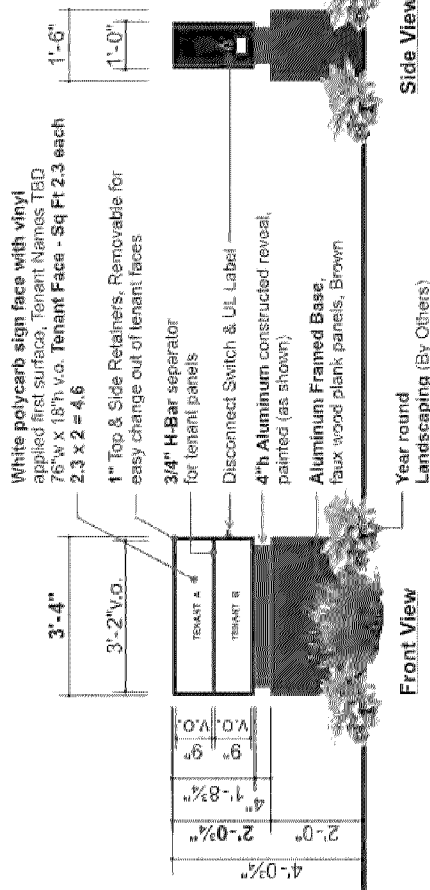
D/F Illuminated Multi-Tenant Directional -

Scale 3/8" = 1'-0"

Qty: (1) Required

Square Footage: 4.6

Aluminum constructed sign frame with white polycarb sign faces. Removable retainers for easy change out of tenant fac Sign to illuminated using White LED Modules. Sign to have aluminum base to match now development. Electrical servit to be brought top sign sites (By Others). Drawing for concept purposes only.



Comments:

Job#: 22-9067
03-25-22
REV.# 04-08-22

drawn by
PAMELA F

WWW.POLYSIGNS.COM

SIGN LAYOUT



Action Item : Agreement Between Village of Buffalo Grove, Buffalo Grove Park District, and the Buffalo Grove Lincolnshire Chamber of Commerce for a Business and Craft Fair at Buffalo Grove Days 2022

Recommendation of Action

Staff recommends approval.

The Village Board requested staff work with the Park District and the Chamber to integrate the Buffalo Grove Lincolnshire Chamber of Commerce into the BG Days event. After discussion amongst the three parties, the Business and Craft Fair was identified 1) as a portion of the event that could return for 2022; 2) a good fit for success, as the business community supports the business community at the event; and 3) a separate event where the Chamber could support cost of the event, manage registrations, and keep finances simple and separate from the Village/Park District MOU. In the proposed agreement, the Chamber would retain any profits for this portion of the event. However, if the event loses money, they would also cover expenses. Staff recommends that the Village Manager be authorized to execute this agreement, pending final review and approval by the Village Attorney.

ATTACHMENTS:

- 2022-0418 BG Days Chamber Memo (DOCX)
- 2022-0418 - 2022 Agreement - Chamber BG Days (DOCX)

Trustee Liaison
Stein, Ottenheimer

Staff Contact
Michael K Skibbe, Public Works

Monday, April 18, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 18, 2022

TO: Dane Bragg, Village Manager

FROM: Mike Skibbe, Deputy Village Manager/Director of Public Works

SUBJECT: BG Days Chamber Agreement

Policy Question

Should the Village enter into an agreement with the Buffalo Grove Lincolnshire Chamber of Commerce regarding a Business and Craft Fair at BG Days 2022?

Recommendation

Staff recommends that the Village Manager be authorized to enter into an agreement with the Buffalo Grove Lincolnshire Chamber of Commerce and the Buffalo Grove Park District for a Business and Craft Fair to return to BG Days in 2022, pending final review by the Village Attorney.

Background

The Village and the Buffalo Grove Lincolnshire Chamber of Commerce (Chamber) have partnered on various aspects of the Buffalo Grove Days event over the years. The most recent agreement covered the years 2018-2020, however the 2020 event was cancelled. The Chamber did not participate in the 2021 event.

When the Village Board approved the 2022 Memorandum of Understanding with the Buffalo Grove Park District, that agreement allowed for additional partnerships within the community. At the Village Board Meeting of Tuesday, January 18, the Board asked staff to work with the Chamber to facilitate a partnership.

Staff, the Chamber, and the Park District have worked collaboratively to draft the proposed agreement before you this evening.

Agreement Structure

Among the items contemplated in the agreement:

- 1) The Business and Craft Fair, which supports the business community in Buffalo Grove, could not be run by anyone better than the Chamber that supports the same business community.
- 2) The Chamber is willing to cover all costs, registration, and event support of the fair.

- 3) In recognition of taking on the financial risk of the event, any proceeds will be retained by the Chamber. Neither the Village nor the Park District have exposure to this portion of the event if it does not break-even. This also simplifies finances.
- 4) A voting position within the BG Days committee, and coordination with the committee, are spelled out within the agreement. That position will need to be assigned with the committee and commission appointments in May 2022 to fulfill that obligation of the agreement.

Next Steps

This agreement includes appointment of a Chamber member to the BG Days Committee. This appointment should be included in the committee and commission assignments in May 2022, as is standard practice.

The Park District and the Chamber continue to work toward an agreement regarding business sponsorships and how they overlay with the overall sponsorship gathering at the event. They recognize that they are working toward the same goals and will revenue share if appropriate so that the business fair is not competing with overall event sponsorship.

Staff and the BG Days committee will work with the Chamber to facilitate planning of this great addition to the BG Days 2022 event.

AN AGREEMENT BETWEEN

VILLAGE OF BUFFALO GROVE
BUFFALO GROVE PARK DISTRICT
BUFFALO GROVE LINCOLNSHIRE CHAMBER OF COMMERCE

REGARDING BUFFALO GROVE DAYS

This Agreement is between the Village of Buffalo Grove ("Village"), the Buffalo Grove Park District ("Park District") and the Buffalo Grove Lincolnshire Chamber of Commerce ("Chamber") relating to coordination of specific activities for Buffalo Grove Days.

The Village, Park District, and Chamber in consideration of the following do hereby agree as follows:

Term

The term of this agreement shall be for one Buffalo Grove Days event to take place in 2022 ("Term").

Buffalo Grove Days

Buffalo Grove Days is a community event planned annually each year over the Labor Day weekend ("BG Days"), sponsored and presented by the Village and Park District.

The Village and Park District designate the responsibility for promotion and execution of the following event at BG Days exclusively to the Chamber:

- 1) Business and Craft Fair

Business and Craft Fair

The Village, Park District, and Chamber will work jointly to identify the locations of 10'x10' tent sites throughout BG Days at Mike Rylko Park. The Park District, as property owner, will retain final approval of the festival layout as per the intergovernmental agreement between the Village and Park District. The Village will mark the location of the tent to assist with site layout as part of the set up of the event.

The Village, Park District, and Chamber will work jointly to identify the schedule for the Business and Craft Fair, within the larger overall schedule of events for BG Days.

The Chamber shall be the sole operator of any tent provided for the purpose of selling craft goods or business services by business entities during BG Days during the Term. Food and beverage tents are separate, and specifically exempted. However, gourmet food goods, spices, or other unprepared food mixes and the like are allowed.

The Chamber will be responsible for tents, chairs, and tables, and any other set up requirements for operation of the Business and Craft Fair, if they choose to provide such appurtenances to fair vendors. Regardless, any tents brought to the site will conform with the guidance and must be safely anchored and secured. In addition, the Chamber will market, collect registrations, and coordinate with the businesses for set-up, scheduling, and support during the fair with Chamber volunteers.

If mutually beneficial cost and labor savings can be realized with Village assisted procurement of 10x10 tents for the business fair, through existing vendor contracts, the Chamber will reimburse the Village. The cost of such tents will be determined in accordance with the contract that the Village has with the tent provider for Buffalo Grove Days without any mark-up by the Village. Decision will be made by the agency representatives listed below, as part of overall event planning.

Financial Considerations

The Chamber shall set all registration fees associated with the Business and Craft Fair, as they deem appropriate and in the best interest of the business community.

Because the Chamber is assuming financial liability in the set up and coordination of the Business and Craft Fair, proceeds from the Business and Craft Fair will remain with the Chamber. Neither the Village nor Park District assume financial liability if the Business and Craft Fair does not break even.

Any revenues from BG Days that fall outside the portion of BG Days contemplated in this agreement remain under the terms and conditions of the existing memorandum of understanding in place between the Village and Park District, solely.

Buffalo Grove Days Committee

The Village President, subject to the concurrence of the Village Board, shall annually appoint a representative of the Chamber to serve on the Buffalo Grove Days Committee, with all voting rights and benefits attendant thereto. The Chamber shall coordinate with the Buffalo Grove Days Committee, Buffalo Grove Days Village Liaison, and Park District Liaison for execution of the above events.

Payment Due

All accounts payable and sums being due to the Village from the Chamber of Commerce pertaining to the amounts due from the Chamber to the Village shall be due and payable within 60 calendar days after the event. A fee of nine percent (9%) simple interest (0.75% per month) shall be applied to all balances due and remaining in excess of 90 days, per Village policy.

Agency Representatives

The following staff members will be identified as the BG Days Liaisons from each agency, granted authority to coordinate agency responsibilities.

For the Park District:
Erika Strojinc, Director of Recreation and Facilities

For the Village:
Mike Skibbe, Deputy Village Manager/Director of Public Works

For the Chamber:
Brad Schencker, President

Future Events

The Village, Park District, and Chamber intend to revisit all BG Days agreements following the 2022 event, to solidify future partnerships.

Miscellaneous

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth below the parties' respective signatures.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Village of Buffalo Grove**Buffalo Grove Park District****Buffalo Grove Lincolnshire
Chamber of Commerce**

By: _____

Dane C. Bragg
Village Manager
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, Illinois 60089

Date: _____

By: _____

Ryan Risinger
Executive Director
Buffalo Grove Park District
530 Bernard Drive
Buffalo Grove, Illinois 60089

Date: _____

By: _____

Bradley Schencker
President
Buffalo Grove Lincolnshire
Chamber of Commerce
50-1/2 Raupp Blvd
Buffalo Grove, Illinois 60089

Date: _____



Action Item : Refer Kensington's Development of the Clove Back to the May 18, 2022 PZC Meeting

Recommendation of Action

Staff recommends that the Village Board refer this item to the May 18, 2022 Planning & Zoning Commission (PZC) for review and consideration. Staff recommends that the PZC's focus should be on the area of north of Old Checker Road.

Kensington Development Partners has entered into a contract to purchase the existing 20-acre Town Center at northwest corner of Lake Cook Road and Route 83 and redevelop the property into a new development called The Clove. The development will include a new nationally recognized grocery store, retail, restaurants and luxury multi-family residential. Subsequent to the PZC public hearing and unanimous recommendation, Kensington has requested to expand upon their project by including the development of an outlot and extensive facade, parking lot and landscaping enhancements to the existing part of the center north of Old Checker.

ATTACHMENTS:

- BOT Memo to Refer Back to PZC (DOCX)

Trustee Liaison
Johnson

Staff Contact
Chris Stilling, Community Development

Monday, April 18, 2022

VILLAGE OF BUFFALO GROVE



DATE: April 14, 2022

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Director of Community Development

SUBJECT: Request to Refer the Amendment to the Town Center Planned Development for the Clove to the May 18, 2022 Planning & Zoning Commission Meeting

BACKGROUND

Kensington Development Partners (Kensington) has entered into a contract to purchase the existing 20-acre Town Center at northwest corner of Lake Cook Road and Route 83 and redevelop the property into a new development called The Clove. The development will include a new nationally recognized grocery store, retail, restaurants and luxury multi-family residential.

On April 6, 2022, the Planning & Zoning Commission (PZC) held a public hearing to consider the necessary zoning approvals for the project. Ultimately, the PZC unanimously recommended approval of the proposed project. Subsequent to the PZC public hearing and recommendation, Kensington has requested to expand upon their project by including the development of an outlot and extensive façade, parking lot and landscaping enhancements to the existing part of the center north of Old Checker. Detailed plans for this portion of the project were not originally contemplated during the April 6, 2022 public hearing. Initially, Kensington thought this portion of the project was going to be part of a Phase 2 in the next 2-5 years. They now are seeking approval to proceed with the improvements as part of the overall project. Due to the change in the plans, the project requires a referral back to the PZC for further review and consideration of just the area north of Old Checker Road. The following is a revised (tentative) schedule:

Meeting	Action
April 18 Village Board Meeting	Refer zoning item back to the May 18 PZC meeting.
May 18 PZC Meeting	PZC to have a public hearing to hear changes to the plan as they relate to the area north of Old Checker Road. PZC will be asked to make a recommendation to the Village Board
June Village Board Meeting	Village Board to consider an ordinance on the development and redevelopment agreement.

RECOMMENDATION

Staff believes the enhancements to the area north of Old Checker Road will be an improvement to the overall plan. Therefore, staff recommends that the Village Board refer this item to the May 18, 2022 PZC meeting for review and consideration. Staff recommends that the PZC's focus should be on the area of north of Old Checker Road.



Information Item : Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.

Recommendation of Action

N/A

Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, April 18, 2022	
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