



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

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

1. Call to Order

A. Open Meetings Act Compliance

Pursuant to the Illinois Open Meetings Act as well as the Disaster Proclamation and Executive Orders issued by Governor Pritzker, this meeting will be held electronically by utilizing the Zoom link below.

Zoom Link: www.vbg.org/january18boardmeeting

Phone Number: 312-626-6799

Meeting ID: 881 9687 2883

Instructions for how the public can see, listen and/or participate in the meeting are listed immediately below this statement.

In accordance with the Open Meetings Act, any person shall be permitted an opportunity to address public officials under the rules established and recorded in the Buffalo Grove Municipal Code. In addition, The public can still participate by emailing their public comment to the Village Clerk at clerk@vbg.org before 4:30 pm the day of the meeting. Individuals with no access to email may leave a message at (847) 459-2506 before 4:30 pm the day of the meeting. All comments received in accordance with the foregoing will be read at the meeting. The Village President reserves the right to alter the order of the appearance of speakers to maintain decorum during the meeting.

The meeting will also be broadcast via Facebook Live however; the comments on the stream will not be monitored by village staff and will not be read into the official record.

B. Pledge of Allegiance

2. Approval of Minutes

A. Village Board - Regular Meeting - Jan 3, 2022 7:30 PM

3. Approval of Warrant

A. Approval of Warrant #1337 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

A. Wheeling Township 708 Board (President Sussman) (Staff Contact: Evan Michel)

5. Village Manager's Report

A. Introduction of New Permit Coordinator (President Sussman) (Staff Contact: Nicole Woods)

B. Discussion of COVID-19 Mitigation Measures (President Sussman) (Staff Contact: Dane Bragg)

6. Special Business

- A. Public Hearing- Annexation Agreement for the Property at 15989 & 16051 Deerfield Parkway (Trustee Johnson) (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 the Health for Humanity Yogathon Organized by Hindu Swayamsevak Sangh USA (President Sussman) (Staff Contact: Evan Michel)

SUMMARY: Proclamation Recognizing the Health for Humanity Yogathon organized by Hindu Swayamsevak Sangh USA.
- B. Rejection of Proposals Fleet Maintenance & Repair Services (Trustee Stein) (Staff Contact: Tom Wisniewski)

Based on the review of the proposals, staff recommends the rejection of proposals for the Fleet Maintenance & Repair Services project.
- C. O-2022-8 AECOM Water Model Update Engineering Services (Trustee Stein) (Staff Contact: Kyle Johnson)

SUMMARY: Staff seeks authorization to execute an agreement with AECOM Technical Services, for professional engineering services to complete routine updates to the Water Model completed in 2019 in an amount not to exceed \$25,000 in total over the next 5 years.

9. Ordinances and Resolutions

- A. O-2022-9 Ordinance Regarding a Covid-19 Vaccination Policy for the Village of Buffalo Grove (President Sussman) (Staff Contact: Dane Bragg)
- B. O-2022-10 Ordinance Approving an Annexation Agreement for the Property at 15989 & 16051 Deerfield Parkway (Trustee Johnson) (Staff Contact: Nicole Woods)
- C. O-2022-11 Ordinance Annexing the Property at 15989 & 16051 Deerfield Parkway (Trustee Johnson) (Staff Contact: Nicole Woods)
- D. O-2022-12 Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield Parkway (Trustee Johnson) (Staff Contact: Nicole Woods)
- E. O-2022-13 Ordinance Amending Title 19 of the Village Code (Trustee Pike) (Staff Contact: Chris Stilling)

10. Unfinished Business

11. New Business

- A. Memorandum of Understanding with Buffalo Grove Park District for BG Days 2022 (Trustee Ottenheimer, Trustee Stein) (Staff Contact: Michael Skibbe)

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)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees. (President 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 VIA AUDIO/VIDEO
CONFERENCING, MONDAY, JANUARY 3, 2022**

CALL TO ORDER

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

ROLL CALL

Roll call indicated the following present via audio/video conferencing: President Sussman; Trustees Ottenheimer, Weidenfeld, Johnson, Smith, and Pike. Trustee Stein was physically present at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Art Malinowski, Director of Human Resources; Chris Black, Director of Finance; Evan Michel, Management Analyst; Darren Monico, Village Engineer; Mike Skibbe, Director of Public Works; Tom Wisniewski, Buyer; Jessie Brown, Administrative Services Manager/Assistant Village Clerk; and Fire Chief Baker.

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Ottenheimer, to approve the minutes of the December 6, 2021 Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

WARRANT #1336

Mr. Black read Warrant #1336. Moved by Smith, seconded by Johnson, to approve Warrant #1336 in the amount of \$4,845,262.16 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

President Sussman appointed Jessie Brown as **Deputy Village Clerk**.

Moved Weidenfeld, seconded by Ottenheimer, to concur with President Sussman's appointment of Jessie Brown as Deputy Village Clerk. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE MANAGER'S REPORT

Mr. Bragg reviewed the Village's current **COVID-19 Mitigation Measures** and presented other possible measures for the Board to consider. Cook County has mandated that proof of vaccination be provided for patrons entering certain businesses. Since Buffalo Grove spans Lake County as well as Cook County, staff is

Minutes Acceptance: Minutes of Jan 3, 2022 7:30 PM (Approval of Minutes)

requesting direction as to whether or not the Board wishes to extend that proof of vaccination mandate to Lake County as well.

Lengthy Board discussion followed as to the pros and cons of enforcing this mandate in Lake County as well as Cook County, with Board members concerned about the authority to enforce in Lake County, the availability of manpower to enforce in Lake County, and the detrimental effect that would be placed on Buffalo Grove Lake County businesses as opposed to surrounding Lake County communities.

The consensus of the Board was that there is no desire to expand this mandate into Lake County and staff will continue to use the same process to follow up on complaints as has been done in the past.

Board members are strongly in favor of everyone being vaccinated and using face coverings and urged all residents to comply with these measures.

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.

Ordinance No. 2022-1 – Civiltech Engineering

Motion to pass Ordinance No. 2022-1, authorizing a Supplement for Design Engineering Services with Civiltech Engineering, Inc. for a new pedestrian crossing on Arlington Heights Road near Buffalo Grove High School, subject to review and approval by the Village Attorney.

Ordinance No. 2022-2– Generator Maintenance

Motion to pass Ordinance No. 2022-2, authorizing the Village Manager to execute a contract with Midwest Power Industry, Inc., for generator maintenance and as-needed repairs in an amount not to exceed \$30,600.00 in accordance with the Illinois Governmental Joint Purchasing Act, pending review and approval of the contract by the Village Attorney.

Ordinance No. 2022-3 – Liquor Controls

Motion to pass Ordinance No. 2022-3, amending Chapter 5.20 – Liquor Controls. The Class A liquor license issued to Chef Adam, Inc. d/b/a The Grove Banquets and Catering at 301 Weiland Road is hereby rescinded and the business has closed.

Ordinance No. 2022-4 – Intergovernmental Agreement

Motion to pass Ordinance No. 2022-4, approving an Intergovernmental Agreement with the State of Illinois for a Department of Commerce & Economic Opportunity Grant for a \$91,000.00 grant toward the replacement of sidewalk in the right-of-way at various locations. An Intergovernmental Agreement is required to be approved by the Village Board to receive the funds.

Ordinance No. 2022-5 – Chapter 10

Motion to pass Ordinance No. 2022-5, amending Chapter 10 of the Village of Buffalo Grove Municipal Code, proposing several updated or new traffic ordinances due to the completion of the Lake Cook Road, Buffalo Grove Road, and Weiland Road major road construction projects.

Moved by Ottenheimer, 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. 2022-6 – MEDICATION VAULT PURCHASE

Moved by Johnson, seconded by Weidenfeld, to pass Ordinance No. 2022-6, approving bid waiver and authorization to purchase fourteen 300 Series Elock Medication Vaults from CompX, including installation by FSI, in an amount not to exceed \$28,191.02 in accordance with materials contained in Board packets.

Chief Baker reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of December 23, 2021.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

ORDINANCE NO. 2022-7 – ARBORETUM PATIO UPGRADE

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2022-7, to authorize the Village Manager to execute a contract with Efraim Carlson & Son, Inc. for the Arboretum Golf Course Patio Upgrade in a total amount not to exceed \$251,020.00, pending final review and approval of the contract 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 December 29, 2021.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

REGIONAL ROAD UPDATE

Mr. Monico reviewed the Regional Road Update for roadways affecting the Village based on their five-year proposed construction programs, further details of which are contained in his memo of January 3, 2022 to Mr. Bragg. Jurisdiction over some of these roadways include the Lake County Department of Transportation, the Cook County Department of Transportation and Highways and the Illinois Department of Transportation. The Board thanked staff for all of their efforts during this construction, as well as their efforts in securing grants to minimize the cost of these projects to the Village.

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 SESSION

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)(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; and Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting; 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; and Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

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 8:23 P.M. until 10:00 P.M.

ADJOURNMENT

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

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

NAYS: 0 – None

Motion declared carried.

The Regular Meeting was adjourned at 8:23 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 18th DAY OF January 2022

Village President

Minutes Acceptance: Minutes of Jan 3, 2022 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1337****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1337 2,628,320.62

ATTACHMENTS:

- W #1337 - R SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Tuesday, January 18, 2022

VILLAGE OF BUFFALO GROVE WARRANT #1337
18-Jan-22

General Fund:	770,474.93
Parking Lot Fund:	178.35
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	733.75
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	0.00
Capital Projects-Vehicles/Equipment:	109,763.97
Capital Projects-Streets:	118,863.90
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	1,458.41
Water Fund:	153,969.44
Buffalo Grove Golf Fund:	3,435.50
Arboretum Golf Fund:	4,569.45
Refuse Service Fund:	92,147.50
Information Technology Internal Service Fund:	141,700.14
Central Garage Internal Service Fund:	26,881.59
Building Maintenance Internal Service Fund:	13,858.27
	<u>1,438,035.20</u>
 PAYROLL PERIOD ENDING 01/06/2022	 <u>1,190,285.42</u>
	<u>1,190,285.42</u>
 TOTAL WARRANT #1337	 <u><u>2,628,320.62</u></u>

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

 Village Clerk

 Village President

Attachment: W #1337 - R SUMMARY (Approval of Warrant #1337)



Information Item : Wheeling Township 708 Board

Recommendation of Action

N/A

A group of local residents will present their work on the creation of a 708 Board in Wheeling Township. Once established, the 708 Board will allocate funds for local agencies that provide services for people living with mental health difficulties, developmental disabilities and/or substance use problems. Members of the 708 Board are appointed by the local township government and the Board is created by referendum. The referendum on establishing a 708 Board for Wheeling Township is planned for November 2022.

Trustee Liaison
Sussman

Staff Contact
Evan C Michel, Office of the Village Manager

Tuesday, January 18, 2022



Information Item : Introduction of New Permit Coordinator

Recommendation of Action

Staff recommends presentation.

Nicole Woods will introduce the new Community Development Permit Coordinator, Angela Butler.

Trustee Liaison

Sussman

Staff Contact

Nicole Woods, Community Development

Tuesday, January 18, 2022



Information Item : Discussion of COVID-19 Mitigation Measures

Recommendation of Action

Staff recommends discussion.

Staff will present the village's current COVID-19 mitigation measures as well as seek direction from the board regarding further measures.

Trustee Liaison

Sussman

Staff Contact

Dane Bragg, Office of the Village Manager

Tuesday, January 18, 2022	
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Action Item : Public Hearing- Annexation Agreement for the Property at 15989 & 16051 Deerfield Parkway

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.

MZ Capital Partners (MZ) is the contract purchaser of the unincorporated 8.98 acre industrial property located at 15989 and 16051 Deerfield Parkway. The existing property is improved with an older industrial building with a mix of uses. They are requesting to annex the property into Buffalo Grove and proposing a multi-family development on the property. As proposed, the project requires annexation with a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations to the Zoning and Sign Ordinance.

ATTACHMENTS:

- BOT Memo Regarding Public Hearing CE Site (DOCX)
- Annexation Agreement (DOCX)
- Exhibit B Plat of Annexation (PDF)
- Exhibit C Preliminary Plan (PDF)
- Exhibit D Preliminary Engineering Plan (PDF)
- Exhibit E Landscaping Plan (PDF)
- Exhibit F Architectural Rendering and Signage (PDF)
- Exhibit G Sample Development Improvement Agreement (DOCX)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Tuesday, January 18, 2022

VILLAGE OF BUFFALO GROVE



DATE: January 13, 2022

TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Director of Community Development

SUBJECT: **Public Hearing** Regarding an Annexation Agreement for 15989 and 16051 Deerfield Parkway

BACKGROUND

MZ Capital Partners (MZ) is the contract purchaser of the unincorporated 8.98 acre industrial property located at 15989 and 16051 Deerfield Parkway. The existing property is improved with an older industrial building with a mix of uses. They are requesting to annex the property into Buffalo Grove and proposing a multi-family development on the property. As proposed, the project requires annexation with a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations to the Zoning and Sign Ordinance. The complete list of the variations is included in Section 36 of the attached draft annexation agreement.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

On December 15, 2021, the PZC recommended approval of a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations subject to conditions. Staff concurs with this recommendation.

PUBLIC HEARING COMMENTS

Prior to the Public Hearing, MZ conducted a Neighborhood Meeting on Thursday, November 18. MZ and received positive feedback from the two families attended the meeting. Prior to the meeting, MZ sent out notices regarding the Neighborhood Meeting and provided them with their contact information.

A few residents came out during the Public Hearing on December 15, 2021 and expressed questions and concerns regarding traffic and noise that would be generated by the construction of the project. Other comments and questions generally revolved around screening for the site and the types of trees utilized. Minutes and the staff report from the December 15, 2021 PZC meetings are to 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 \$1500 per residential unit.
4. Prior to the start of construction, a cross access easement agreement with the property owner to the east shall be submitted in a manner and form acceptable to the Village.
5. The existing cell tower shall be considered legal non-conforming and shall not be improved or expanded upon unless approved by the Village in accordance with Chapter 17.34 of the Buffalo Grove Zoning Ordinance. Should the existing cell tower not be operated for a continuous period of six months, it shall be considered abandoned and Developer will cooperate with the Village to cause the owner of said cell tower to remove it accordance with Chapter 17.34 of the Buffalo Grove Zoning Ordinance.

PLAN HISTORY/PROGRESS

Village Board Referral

On June 21, 2021, the developer presented an overview of the concept plan to the Village Board for the proposed multi-family development at 15989 and 16051 Deerfield Parkway. The Village Board provided comments and referred the project to the PZC to begin the entitlement process.

PZC Workshops

Prior to scheduling for a public hearing, PZC facilitated a workshop to review the concept plan on August 4, 2021. During the workshop, the PZC provided feedback on the concept plan particularly on topics such as cross access, landscaping, parking and traffic, existing cell towers, school district impact study and pedestrian walkways. Overall, the PZC were supportive of the concept plan, density, and use of the proposed multi-family development.

PZC Public Hearings/Discussion

A public hearing for the project was held on December 15, 2021. The proposed plan was a refined plan that addressed concerns regarding cross access, landscaping, parking, and school impact study. The PZC approved the project and minutes of each meeting are attached.

SCHOOL/PARK IMPACTS

School District 102 (Elementary)

According to the fiscal impact study, a total of 16 elementary school aged children would be generated by the development. The developer is proposing to pay impact fees in accordance to Title 19 of Village Code. Based on the analysis, the proposed project would be fiscally positive to the District 102.

School District 125 (Stevenson)

According to the fiscal impact study, a total of 4 high school aged children would be generated by the development. Based on the analysis, the proposed project would be fiscally positive to the District 125 and therefore the developer is proposing to pay impact fees in accordance to Title 19 of Village Code.

Park District

The project will provide a cash contribution to the Park District per Title 19 of Village Code and the summary memo from Johnson Research Group dated December 15, 2021.

The developer has provided a summary of the fiscal impact analysis (attached) which identifies that the proposed development would be fiscally positive to all the taxing bodies.

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.

1/10/22

**ANNEXATION AGREEMENT
15989 AND 16051 DEERFIELD PARKWAY
MZ CAPITAL ACQUISITIONS, LLC**

This agreement (hereinafter referred to as the "Agreement") 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 MZ Capital Acquisitions, LLC, 400 Skokie Blvd, Suite 580, Northbrook, IL 60062 (hereinafter referred to as "Developer") and Chicago Title Land Trust Company, as successor trustee to Michigan Avenue National Bank of Chicago, as trustee UTN 2139 (hereinafter referred to as "Owner")

W I T N E S S E T H:

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 8.9042 acres legally described and identified in the Legal Description, attached hereto as EXHIBIT A and made a part hereof, and which real estate is contiguous to the corporate limits of the Village; and,

WHEREAS, a Plat of Annexation, including certain street right-of-way adjacent to the Property, is attached hereto as EXHIBIT B, which depicts a total area of 8.9042 acres to be annexed; and,

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

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

pursuant to a certain Preliminary Plan prepared by Torch Architecture and dated as last revised November 1, 2021 and also a certain Preliminary Engineering Plan prepared by Kimley Horn and dated September 2, 2021, (hereinafter jointly referred to as "Preliminary Plan") a copy of which Preliminary Plan is attached hereto as EXHIBITS C and D and incorporated herein, and subject to all other exhibits attached hereto or incorporated by reference herein. Said development of the Property shall consist of 120 apartment units to be constructed by the Developer.

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

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

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

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

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

2. Agreement: Compliance and Validity. The Owner and Developer has filed with the Village Clerk of the Village a proper petition pursuant to and in accordance with the provisions of Section 5/7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) and as the same may have been modified by the Village's Home Rule powers, conditioned on the execution of this Agreement

and the compliance with the terms and provisions contained herein, to annex the Property to the Village. It is understood and agreed that this Agreement in its entirety, together with the aforesaid petition for annexation, shall be null, void and of no force and effect unless the Property is validly annexed to the Village and is validly zoned and classified in the R-9 District, all as contemplated in this Agreement. No portion of the Property shall be disconnected from the Village without the prior written consent of its Corporate Authorities.

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

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

5. Approval of Plans. The Corporate Authorities hereby approve the Preliminary Plan (EXHIBITS C and D) and Exhibits E and F pursuant to the provisions of the Development Ordinance. The Corporate Authorities agree to approve a Development Plan (including a plat of 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 Exhibits E and F, and
- b) conform to the terms of this Agreement and all applicable Village Ordinances as amended from time to time; and
- c) conform to the approved Development Improvement Agreement as amended from time to time.

6. Compliance with Applicable Ordinances. The Developer 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. Developer, in the development of the Property, shall comply with the standards set forth in the Village of Buffalo Grove Development Ordinance as amended from time to time. Notwithstanding the foregoing, the Village shall not apply new ordinances or regulations to the Property to the extent that the ordinances or regulations would prevent development of the Preliminary Plan approved herein.

7. Amendment of Plan. If the Developer desires to make changes to the Preliminary Plan, or Exhibits, as herein approved, the parties agree that such changes to the Preliminary Plan 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 Preliminary Plan. The Corporate Authorities may, in their sole discretion, require additional public hearings and may review the commitments of record contained in this Agreement, including, but not limited to fees, prior to final consideration of any change to the Preliminary Plan and Exhibits. The Village Manager is hereby authorized to approve such minor changes as he deems appropriate.

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

Village.

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

10. Storm and Sanitary Sewer Provisions.

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

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

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

12. Owner/Developer Recapture of Utility Costs. It is further understood and agreed that a portion of the sanitary sewer, storm sewer, and/or watermain to be constructed and installed by the Developer to serve the proposed development on the Property (hereinafter referred to as "Owner's Improvements") may benefit neighboring properties not owned by the Developer, thus making such utility service available thereto. The Corporate Authorities agree to adopt an ordinance to permit the Developer to recapture from such neighboring property owners as may be benefited by the Developer's Improvements, that portion of the actual costs and installation of Developer's Improvements, in such proportionate amounts from such neighboring property owners as may be so benefited as determined by the Village. Said recapture ordinance shall only be enforceable for seven (7) years from its passage. The Village and Developer agrees to use their best efforts to cooperate to achieve the most practical and feasible route to the off-site utilities connection points. The Village agrees to cooperate with the Developer in effectuating recapture from future developers and property owners as appropriate. The Village shall be entitled to a five percent (5%) fee from any amounts hereby recaptured as and for its collection efforts.

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

14. Security for Public and Private Site Improvements. Security for public and private site improvements shall be provided in accordance with the Development Ordinance, and the Development Improvement Agreement (EXHIBIT G) as amended from time to time. Any letter of

credit issued for such improvements shall be drawn on a financial institution of net worth reasonably satisfactory to the Village Attorney. The issuer may have an equitable or lending interest in the Property provided that the letter of credit, either by its own terms or by separate written assurances of the issuer, shall be honored irrespective of that interest. The Village shall have the right to draw up to the full amount of the letter of credit in order to complete, and have formal acceptance of, all improvements secured by the letter of credit.

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

EXHIBIT A	Legal Description
EXHIBIT B	Plat of Annexation
EXHIBIT C	Preliminary Plan
EXHIBIT D	Preliminary Engineering Plan
EXHIBIT E	Landscaping Plan
EXHIBIT F	Architectural Rendering & Signage
EXHIBIT G	Sample Development Improvement Agreement

16. Annexation Fee. Developer agrees to pay an annexation fee of \$1,500 per unit for the 120 units, which fee shall be payable pro rata at issuance of building permits. This fee, however, shall be paid in full prior to the expiration of this Agreement.

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

and to the extent practicable, the Village may review said modifications administratively. Major changes may be subject to review by the Appearance Review Team (ART) and/or the Planning & Zoning Commission.

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

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

- a. all private roadways, emergency access, sidewalks and bikepaths on the Property;
- b. the stormwater facility and drainage system; parking and landscaping areas;
- d. clubhouse and pool area; and
- e. snow removal for private roadways, private driveways and public sidewalks and storage of excess snow in appropriate off-street locations which shall not in any way impede the Village's snow removal operations on public streets.

The provisions of this Section 18 shall survive expiration of the term of this Agreement.

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 and the summary memo from Johnson Research Group dated December 15, 2021.

20. School District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding school

donations. Developer agrees to make cash contributions to the Village for conveyance to School Districts 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, 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. Intentionally Omitted

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

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

26. Term of Agreement. This Agreement is binding upon the Property, the parties

hereto and their respective grantees, successors and assigns for a term of twenty (20) years from the date of this Agreement. Developer is under contract to purchase the Property from Owner, with a closing date on or before December 31, 2022 after the Village has approved this Agreement. As such, the Village acknowledges that, upon closing, MZ Capital Acquisitions, LCC, or an entity which controls, is controlled by or is under common ownership with MZ Capital Acquisitions, LCC shall be entitled to develop the Property consistent with this Agreement. Otherwise, this Agreement shall not be assigned to any other party or entity without prior written consent of the Village Manager. If the Developer fails to close on the Property on or before December 31, 2022, all rights and benefits of this Agreement and the approved Planned Unit Development and Rezoning Ordinances shall not be given to the Owner and the Property 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.

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

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

If to /Owner/Developer: Michael H. Zaransky and Brad Zaransky
MZ Capital Acquisitions, LLC
400 Skokie Blvd., Suite 580
Northbrook, Illinois 60062

Copy to: Lawrence M. Freedman
Ash, Anos, Freedman & Logan, L.L.C.
95 Revere Drive, Suite G
Northbrook, Illinois 60062

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

29. Default.

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

30. Litigation.

- a. The Developer, at its cost, shall be responsible for any litigation which may arise relating to the annexation, zoning and development of the Property. Developer shall cooperate with the Village in said litigation but Developer's counsel will have principal responsibility for such litigation.
- b. The Developer shall reimburse the Village for reasonable attorneys' fees, expenses and costs incurred by the Village resulting from litigation relating to the annexation, zoning and development of the Property or in the

enforcement of any of the terms of this Annexation Agreement upon a default by the Developer.

- c. Developer hereby indemnifies and holds the Village harmless from any actions or causes of action which may arise as a result of development activities for which the Owner/Developer is responsible.

31. Indemnification Concerning Recapture. 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.

32. Special Conditions.

- a. It is understood and agreed that upon annexation the Village will issue new street address(es) for building(s) on the Property to ensure proper identification for provision of services, and Developer shall use said Village address(es) in place of current address(es) assigned by Lake County. Developer is also required to contact the Buffalo Grove Post Office and submit a change of address(es) requesting use of the address(es) as assigned by the Village.

- b. Developer and/or Owner 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 Owner/Developer within sixty (60) days of the date of this Agreement.

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

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

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

36. Variation Provisions

- a. Variation to Section 17.20 of the Zoning Ordinance is hereby granted allowing for private streets as depicted on the Preliminary Plan; and
- b. Variation to Section 17.28.050 is hereby granted reducing the required

- perimeter setback as depicted as depicted on the Preliminary Plan; and
- c. Variation to Section 17.28.050 is hereby granted reducing the minimum building separations as depicted on the Preliminary Plan; and
- d. Variation to Section 17.40.040 of the Zoning Ordinance is hereby granted decreasing the minimum front yard, interior side yard, corner side yard and rear yard setbacks as depicted on the Preliminary Plan; and
- e. Variation to Chapter 14.16.010 of the Sign Ordinance is hereby granted for a ground sign encroaching into the required front yard setback and exceeding the minimum size requirements.

37. Developer Obligations

- a. The proposed development of 120-apartment units shall conform to the plans and conditions provided in this Agreement and in the Planned Development 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 shall be revised in a manner acceptable to the Village.
- e. Prior to the start of construction, a cross access easement agreement with the property owner to the east shall be submitted in a manner and form acceptable to the Village.
- f. The existing cell tower shall be considered legal non-conforming and shall not be improved or expanded upon unless approved by the Village in accordance with Chapter 17.34 of the Buffalo Grove Zoning Ordinance. Should the existing cell tower not be operated for a continuous period of six months, it shall be considered abandoned and Developer will cooperate with the Village to cause the owner of said cell tower to remove it accordance with Chapter 17.34 of the Buffalo Grove Zoning Ordinance.

38. Construction Trailer. Village agrees to permit Developer to maintain a construction trailer on the Property, subject to the review and approval of the Village, which shall

be removed upon the issuance of an occupancy certificate for the last residential building.

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.

VILLAGE OF BUFFALO GROVE

By _____

Beverly Sussman, Village President

ATTEST:

By _____

VILLAGE CLERK

OWNER/DEVELOPER:

MZ Capital Acquisitions, LLC

By _____

Printed Name and Position

OWNER/DEVELOPER:

By _____

Printed Name and Position

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

Mail to:

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

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER (BY DEED RECORDED JUNE 28, 1851, IN BOOK "P" OF DEEDS, PAGE 10) WHICH POINT IS 140.58 FEET EAST AND 134.64 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; RUNNING THENCE SOUTH 89 DEGREES WEST 486.33 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 TO THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474); THENCE EASTERLY ON SAID DEED LINE TO A POINT ON A LINE 140.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE SOUTH 1021.29 FEET TO THE POINT OF BEGINNING (EXCEPT ANY PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER (BY DEED RECORDED JUNE 28, 1851, IN BOOK "P" OF DEEDS, PAGE 10) WHICH POINT IS 140.58 FEET EAST AND 134.64 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG A LINE 140.58 FEET EAST OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 564 FEET FOR A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY 722.06 FEET TO A POINT ON THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474) WHICH POINT IS 399.31 FEET WEST FROM THE EAST LINE OF SAID SECTION 28 AS MEASURED ALONG CHARLES WISCHMAN DEED LINE; THENCE EAST ALONG CHARLES WISCHMAN DEED LINE 340.83 FEET; THENCE SOUTHEASTERLY 266.47 FEET TO A POINT 140.58 FEET EAST OF MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 27 AND 281.29 FEET NORTH OF THE POINT OF BEGINNING), AND ALSO THAT PART THEREOF CONVEYED TO THE COUNTY OF LAKE BY INSTRUMENT DATED SEPTEMBER 27, 1973 AND RECORDED OCTOBER 1, 1973 AS DOCUMENT 1636981, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B
PLAT OF ANNEXATION

Attachment: Annexation Agreement (Public Hearing- Annexation Agreement for the Property at 15989 & 16051 Deerfield Parkway)

EXHIBIT C
PRELIMINARY PLAN

EXHIBIT D

PRELIMINARY ENGINEERING PLAN

EXHIBIT E

LANDSCAPING PLAN

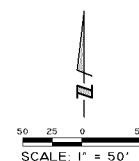
EXHIBIT F

ARCHITECTURAL RENDERINGS AND SIGNAGE

EXHIBIT G

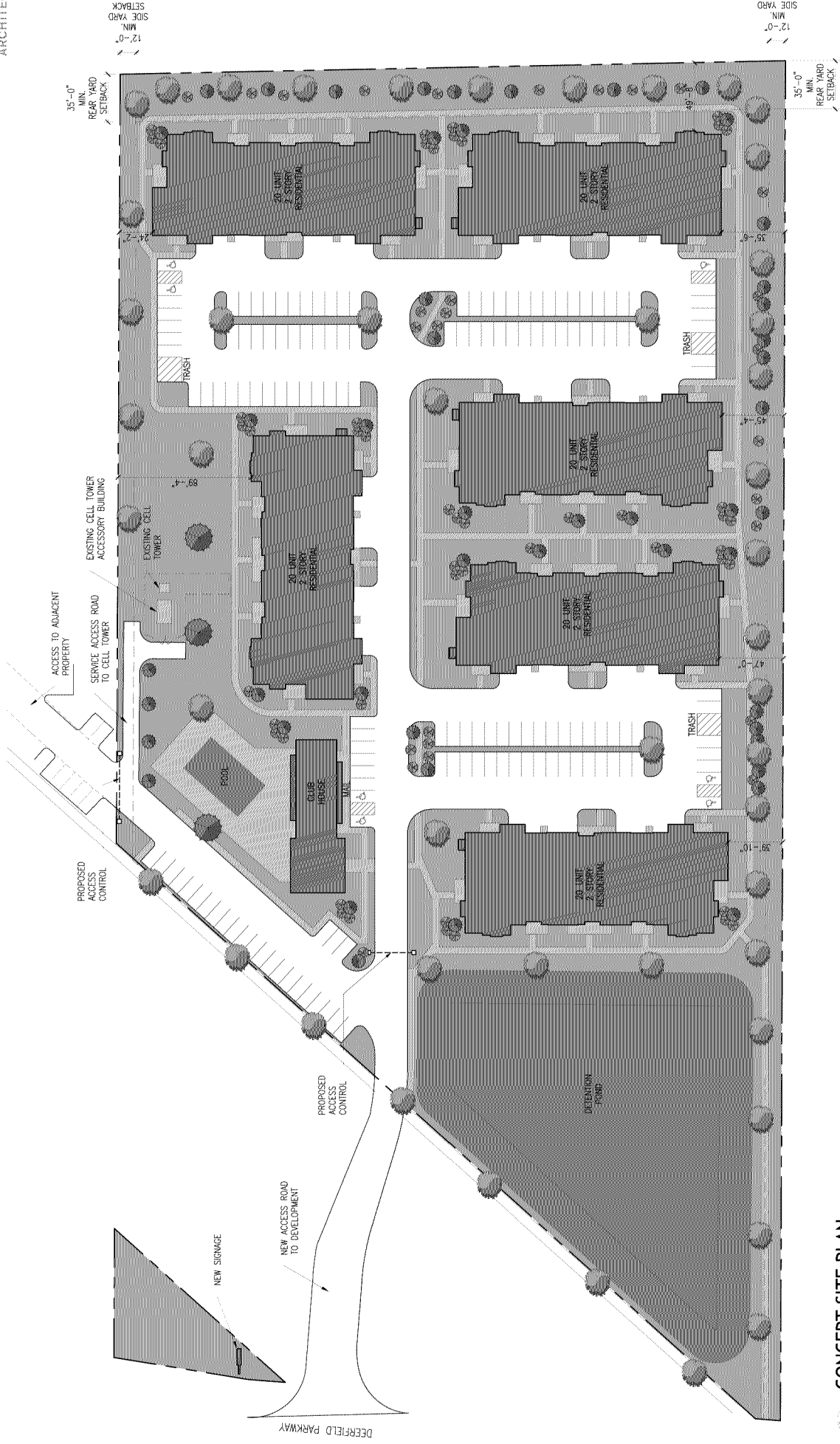
SAMPLE DEVELOPMENT IMPROVEMENT AGREEMENT

SHEET 1 OF 2



Packet





CONCEPT SITE PLAN
 1" = 60'-0"

DEERFIELD PARKWAY
 NEW MULTI-FAMILY
 DEVELOPMENT

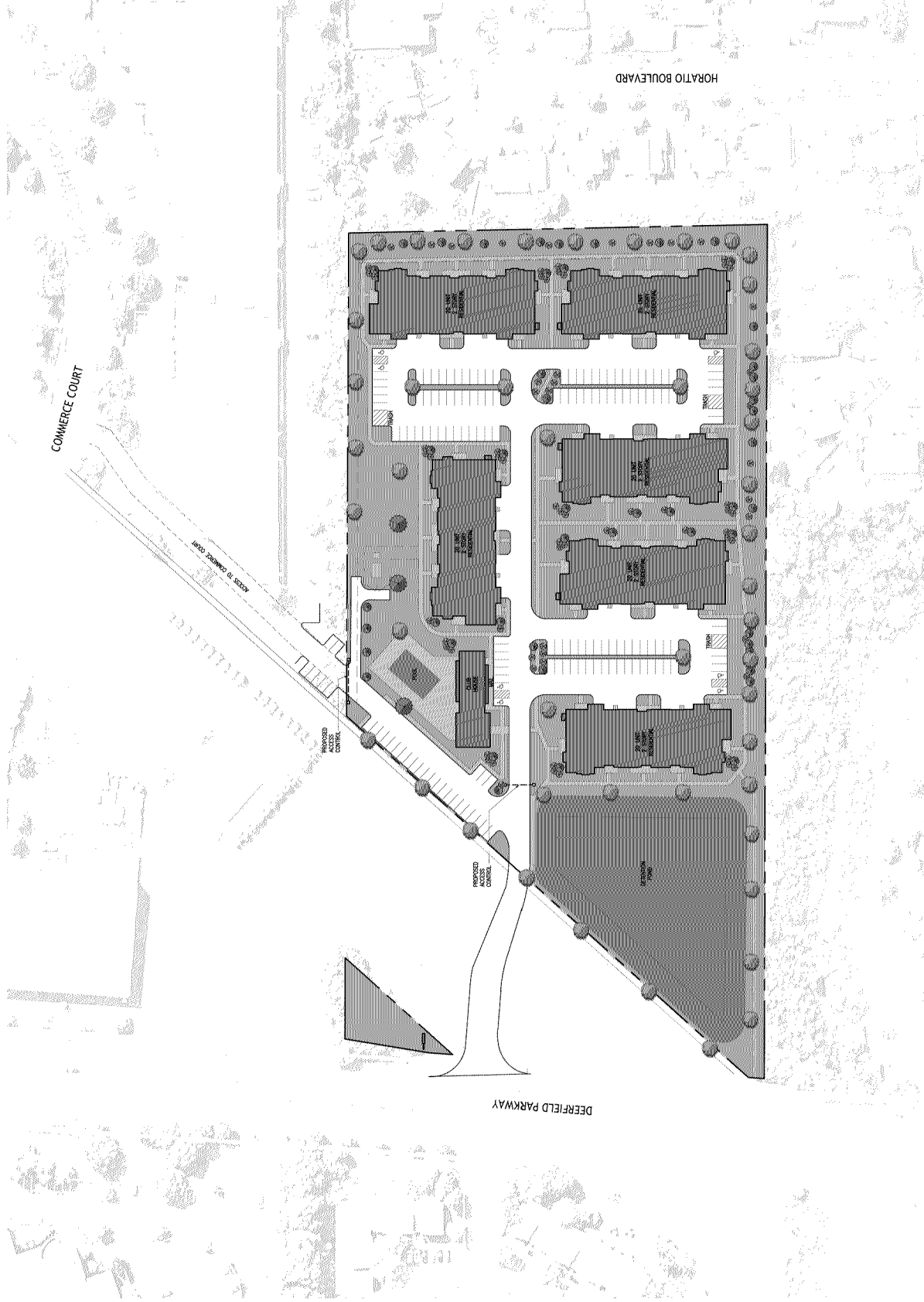
BUFFALO GROVE
 44040000
Packet Pg. 41

CONCEPT SITE PLAN WITH SURROUNDING AREAS
 1" = 100'-0"

DEERFIELD PARKWAY
 NEW MULTI-FAMILY
 DEVELOPMENT

BUFFALO GROVE
 60060

Packet Pg. 42



P.I.N. 15-28-400-014
15-27-300-005

MAIL PLAT TO:

HAEGER ENGINEERING LLC
CONSULTING ENGINEERS AND LAND SURVEYORS
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173

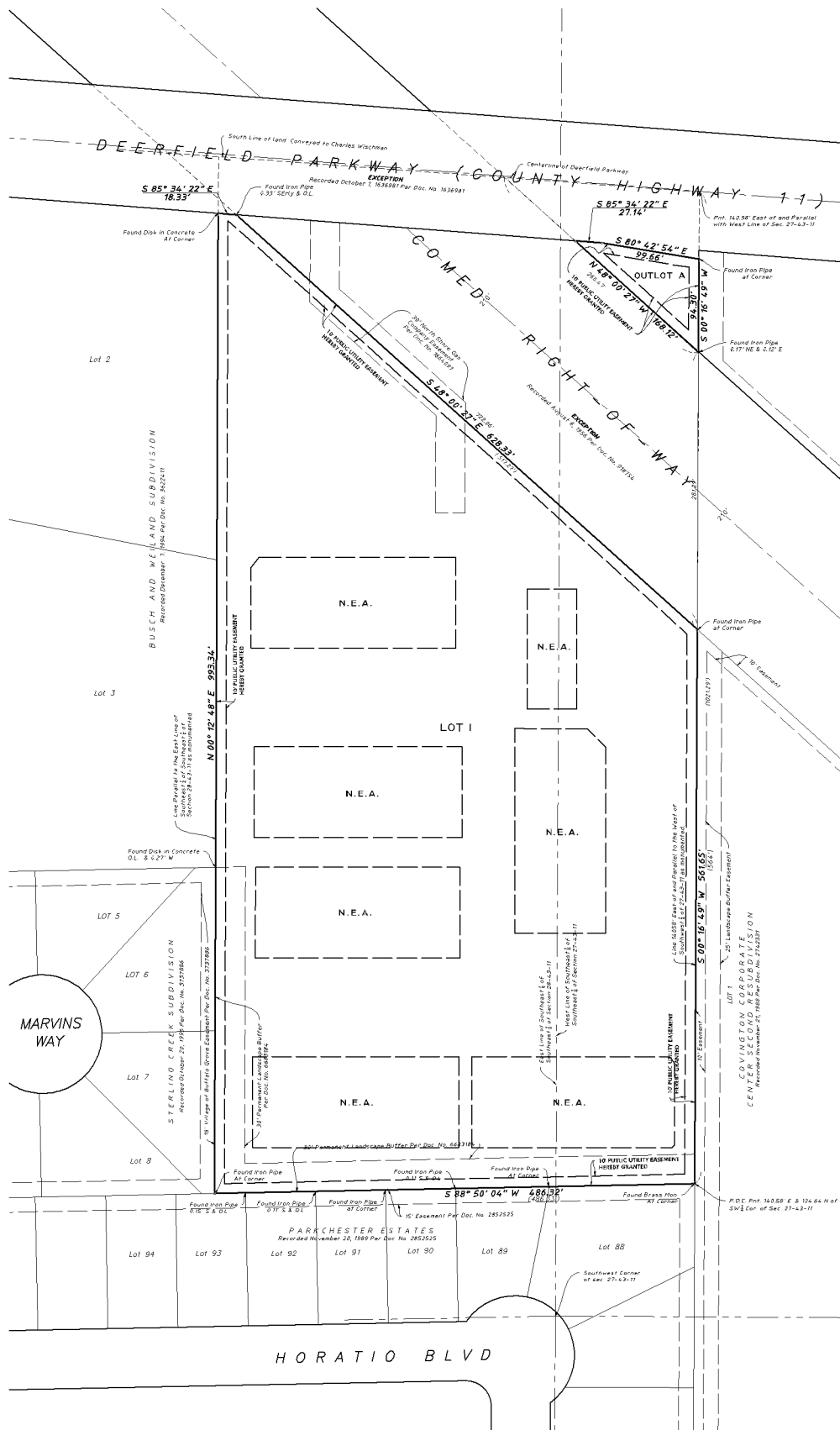
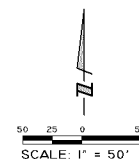
FINAL PLAT

OF

DEERFIELD PARKWAY

BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 27, AND THE
SOUTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 43 NORTH, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS.

SHEET 1 OF 2



SURVEYOR'S NOTES:

1. THE BASIS OF BEARING SHOWN HEREON BASED ON NAD 83 (2011) ILLINOIS EAST ZONE, 100 STATE PLANE COORDINATES AS REFERENCED FROM HANA COMPANY'S 89 NETWORK.
2. UNLESS OTHERWISE NOTED, 3/4" DIAMETER IRON PIPES WILL BE SET AT ALL LOT CORNERS IN ACCORDANCE TO THE PLAT ACT 196 ILCS 2650W ET SEQ.
3. STORMWATER INFRASTRUCTURE, MAINTENANCE ACTIVITY, AND RESPONSIBILITY LANGUAGE IS LOCATED WITHIN THE APPROVED STORMWATER MANAGEMENT REPORT.

Originally Prepared: 10.31.2021

Project No. 21-1-137

HAEGER ENGINEERING
consulting engineers • land surveyors

100 East State Parkway, Schaumburg, IL 60173
Tel: 847.371.6000 Fax: 847.256.6608
Illinois Professional Design #114 License No. 184-003102
www.haegerengineering.com

Attachment: Exhibit C Preliminary Plan (Public Hearing/Annexation Agreement for the Property at 13395 & 14051 Deerfield Parkway)

MAIL PLAT TO:

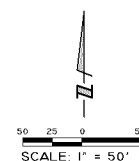
HAEGER ENGINEERING LLC
CONSULTING ENGINEERS AND LAND SURVEYORS
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173FINAL PLAT
OF
DEERFIELD PARKWAY

SHEET 2 OF 2

PREPARED BY:
HAEGER ENGINEERING, LLC
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173
(847) 394-6600

PREPARED FOR:

SEND SUBSEQUENT TAX BILLS TO:



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE PROPERTY DESCRIBED ON THE ANNEXED 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 HEREBY RESERVES FOR THE VILLAGE OF BUFFALO GROVE, AT&T, NORTH SHORE GAS, COMCAST, AND THE COMMONWEALTH EDISON COMPANY, THE EASEMENT PROVISIONS WHICH ARE STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNERS KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICTS:

SCHOOL DISTRICT 103
ADLAI E STEVENSON HSD 125

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

SIGNED: _____

PRINTED NAME AND TITLE _____

ADDRESS: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

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

WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED SAID INSTRUMENT AS HIS/HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

GENERAL VILLAGE EASEMENT PROVISIONS

AN EASEMENT FOR PURPOSES INCLUDING, BUT NOT LIMITED TO WATER SUPPLY AND DISTRIBUTION, SEWERAGE, STORM SEWER AND DRAINAGE IS HEREBY RESERVED FOR AND GRANTED TO

VILLAGE OF BUFFALO GROVE

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED FOR PURPOSES INCLUDING, BUT NOT LIMITED TO, WATER SUPPLY AND DISTRIBUTION, SEWERAGE, AND ALSO THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN AND REPAIR THE STORM SEWER AND DRAINAGE SYSTEM IN, UNDER, ACROSS, ALONG, AND UPON THE SURFACE OF THE PROPERTY WITHIN LOTS 7, 8, AND 9 SHOWN HEREON, ALSO GRANTED HERewith IS THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN LOTS 7, 8 AND 9 WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC SOUNDS AND SIGNALS AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

VILLAGE OF BUFFALO GROVE

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, INCLUDING BUT NOT LIMITED TO, TELEVISION, CATA AND RADIO SIGNALS AND COMMUNICATION IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY WITHIN LOT 7, 8 AND 9 SHOWN HEREON, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN LOTS 7, 8 AND 9 WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

CORPORATE AUTHORITY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTY, ILLINOIS, DATED THIS ____ DAY OF _____, 20____.

VILLAGE PRESIDENT _____

ATTEST: _____

VILLAGE CLERK _____

PLANNING & ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

APPROVED BY THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTY, ILLINOIS, DATED THIS ____ DAY OF _____, 20____.

BY: _____

CHAIRMAN _____

ATTEST: _____

SECRETARY _____

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTY, ILLINOIS, DATED THIS ____ DAY OF _____, 20____.

VILLAGE ENGINEER _____

VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE PROPERTY DESCRIBED IN THE PLAT HEREON DRAWN, DATED AT BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, DATED THIS ____ DAY OF _____, 20____.

BY: _____

VILLAGE COLLECTOR _____

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
AT&T COMMUNICATIONS

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLE GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN LOTS 7, 8 AND 9 AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AS "COMMON ELEMENTS", TOGETHER WITH THE RIGHTS TO INSTALL, REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENT THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN LOT 7, 8 AND 9 WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 050/20, AS AMENDED FROM TIME TO TIME.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEE AT COST OF THE GRANTEE/LOT OWNER, UPON WRITTEN REQUEST.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTH SHORE GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, OVER AND IN LOTS 7, 8 AND 9, SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO. NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "EASEMENT" AREAS, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

EASEMENTS APPROVED AND ACCEPTED

AT&T COMMUNICATIONS,

APPROVED BY: _____, THIS ____ DAY OF _____, 20____.

COMMONWEALTH EDISON COMPANY

APPROVED BY: _____, THIS ____ DAY OF _____, 20____.

NORTH SHORE GAS COMPANY

APPROVED BY: _____, THIS ____ DAY OF _____, 20____.

DRAINAGE STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT, TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT SUCH SURFACE WATER DRAINAGE WILL NOT BE CHANGED WITHOUT ADEQUATE PROVISION BEING MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

DATED THIS ____ DAY OF _____, 20____.

BY: _____, REGISTERED PROFESSIONAL ENGINEER NO. _____

DATED THIS ____ DAY OF _____, 20____.

BY: _____, OWNER OR ATTORNEY

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

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

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

THIS ____ DAY OF _____, 20____.

BY: _____

LAKE COUNTY CLERK

PROFESSIONAL AUTHORIZATION

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, JEFFREY W. GLUNT, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE NUMBER 35-3695, DO HEREBY AUTHORIZE THE VILLAGE OF BUFFALO GROVE, ITS STAFF OR AUTHORIZED AGENT, TO PLACE THIS DOCUMENT OF RECORD IN THE COUNTY RECORDERS OFFICE IN MY NAME AND IN COMPLIANCE WITH THE ILLINOIS STATUTES CHAPTER 109 PARAGRAPH 2.3 AS AMENDED.

SCHAUMBURG, ILLINOIS

JEFFREY W. GLUNT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3695
MY LICENSE EXPIRES NOVEMBER 30, 2022 AND IS RENEWABLE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, JEFFREY W. GLUNT, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER BY DEED RECORDED JUNE 28, 1891, IN BOOK 97 OF DEEDS, PAGE 10 WHICH POINT IS 145.58 FEET EAST AND 134.84 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; RUNNING THENCE SOUTH 89 DEGREES WEST 486.33 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 TO THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474); THENCE EASTERLY ON SAID DEED LINE TO A POINT ON A LINE 140.80 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE SOUTH 102.29 FEET TO THE POINT OF BEGINNING (EXCEPT ANY PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER BY DEED RECORDED JUNE 28, 1891, IN BOOK 97 OF DEEDS, PAGE 10 WHICH POINT IS 140.58 FEET EAST AND 134.84 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG A LINE 140.58 FEET EAST OF MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 140.58 FEET FOR A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY 722.06 FEET TO A POINT ON THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474) WHICH POINT IS 399.31 FEET WEST FROM THE EAST LINE OF SAID SECTION 28 AS MEASURED ALONG CHARLES WISCHMAN DEED LINE; THENCE EAST ALONG CHARLES WISCHMAN DEED LINE 340.43 FEET; THENCE SOUTHEASTERLY 284.71 FEET TO A POINT 140.40 FEET EAST OF MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 27 AND 28.28 FEET NORTH OF THE POINT OF BEGINNING; AND ALSO THAT PART THEREOF CONVEYED TO THE COUNTY OF LAKE BY INSTRUMENT DATED SEPTEMBER 27, 1973, AND RECORDED OCTOBER 1, 1973 AS DOCUMENT 1536681, IN LAKE COUNTY, ILLINOIS.

DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 58 DEGREES FAHRENHEIT.

I DO HEREBY CERTIFY THAT UPON COMPLETION OF CONSTRUCTION, BUT NOT LATER THAN 1 YEAR FROM THE RECORDING OF THIS PLAT, CONCRETE MONUMENTS, AS SHOWN, AND IRON PIPES AT ALL LOT CORNERS AND POINTS OF CHANGE IN ALIGNMENT WILL BE SET AS REQUIRED BY THE PLAT ACT (605 ILCS 20/1-1-2). THIS IS TO FURTHER CERTIFY THAT THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BUFFALO GROVE, LAKE COUNTY, ILLINOIS, WHICH HAS AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 60 ILCS 6/1-1.2 AS HERETOFORE AND HEREINAFTER AMENDED.

I FURTHER CERTIFY THAT BASED ON INFORMATION PROVIDED ON THE FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NO. 1708702054K DATED SEPTEMBER 19, 2013, PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR LAKE COUNTY, ILLINOIS, THE PROPERTY SHOWN AND DESCRIBED HEREON, LOCATED WITHIN ZONE X, WHICH IS DEFINED BY FEMA AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

SCHAUMBURG, ILLINOIS, OCTOBER 21, 2021

BY: _____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695



EXPIRES 11-30-22

Originally Prepared: 10.21.2021

Project No. 21-127

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173
Tel: (847) 394-6600 Fax: (847) 394-6608
Illinois Professional Design License No. 184-003102
www.haegerengineering.com

ENGINEERING PLANS

MZ BUFFALO GROVE MULTI-FAMILY

DEERFIELD PKWY & WINDBROOKE DR

BUFFALO GROVE, IL 60089

UTILITY AND GOVERNING AGENCY CONTACTS

ENGINEERING DEPARTMENT
VILLAGE OF BUFFALO GROVE
100 EAST STATE PARKWAY
BUFFALO GROVE, IL 60089
TEL: (847) 459-2523
CONTACT: DARREN T MONICO, PE

SANITARY SEWER SERVICE
VILLAGE OF BUFFALO GROVE
100 EAST STATE PARKWAY
BUFFALO GROVE, IL 60089
TEL: (847) 459-2545
CONTACT: JEFF ROGERS

STORM SEWER SERVICE
VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD IL 60089
TEL: (847) 459-2545
CONTACT: JEFF ROGERS

WATER SERVICE
VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD IL 60089
TEL: (847) 459-2545
CONTACT: DAVE HAISMA

ROADWAY AUTHORITY
LAKE COUNTY DOT
100 WEST WILSON ROAD
LIBERTYVILLE, IL 60049
TEL: (847) 377-7400
CONTACT: SHANE SCHNEIDER PE

POWER COMPANY
COMED
TEL: (800) 334-7661

NATURAL GAS COMPANY
NATURAL GAS
TEL: (800) 730-8114

TELEPHONE
TEL: (800) 225-5288

PROJECT TEAM

DEVELOPER
MZ CAPITAL PARTNERS
400 SKOKIE BLVD SUITE 580
NORTHBROOK, IL 60062
TEL: (847) 487-5550
EMAIL: BRAD@MZCAPITALPARTNERS.COM
CONTACT: BRAD ZARANSKY

GEOTECH
TESTING SERVICE CORPORATION
457 EAST GUNDERSEN DRIVE
NORTHBROOK, IL 60062
CONTACT: SAM PATRICK, PE

TRAFFIC ENGINEER
TODCH ARCHITECTURE
27 W JEFFERSON AVENUE, SUITE 200
NAPERVILLE, IL 60540
TEL: (847) 394-6600
EMAIL: ROBERT@TODCHARCHITECTURE.COM
CONTACT: ROB COSTELLO

LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD RD, SUITE 600
WARRENVILLE, IL 60555
EMAIL: DANIEL.GROVE@KIMLEY-HORN.COM
CONTACT: DANIEL GROVE, P.E.
EMAIL: AMANDA.FOLTA@KIMLEY-HORN.COM
CONTACT: AMANDA FOLTA

SURVEYOR
TODCH ENGINEERING
100 EAST STATE PARKWAY
SCHLAUBURG, IL 60173
TEL: (847) 394-6600
CONTACT: JEFFREY GUNDT, P.E., EIT

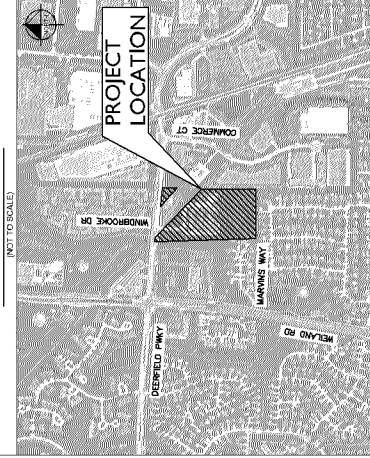
CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD RD, SUITE 600
WARRENVILLE, IL 60555
EMAIL: SCOTT.WILLSON@KIMLEY-HORN.COM
CONTACT: SCOTT WILLSON, PE
CONTACT: RYAN MARTIN, PE

LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD RD, SUITE 600
WARRENVILLE, IL 60555
EMAIL: DANIEL.GROVE@KIMLEY-HORN.COM
CONTACT: DANIEL GROVE, P.E.
EMAIL: AMANDA.FOLTA@KIMLEY-HORN.COM
CONTACT: AMANDA FOLTA

LEGAL DESCRIPTION

REFER TO ALTA/NSPS LAND TITLE SURVEY UNDER
SEPARATE COVER

LOCATION MAP



Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C2.0	EXISTING CONDITIONS & DEMOLITION
C3.0	OVERALL SITE PLAN
C3.1	SITE PLAN
C3.2	SITE PLAN
C3.3	COMED R.O.W. PLAN
C4.0	OVERALL GRADING PLAN
C4.1	GRADING PLAN
C4.2	GRADING PLAN
C5.0	OVERALL UTILITY PLAN
C5.1	UTILITY PLAN
C5.2	UTILITY PLAN
C6.0	FIRE TRUCK TURNING EXHIBIT
C7.0	EROSION CONTROL PLAN
C7.1	EROSION CONTROL DETAILS
L1.0	OVERALL LANDSCAPE PLAN
L1.1	DETAILED LANDSCAPE PLAN
L1.2	DETAILED LANDSCAPE PLAN
L2.0	LANDSCAPE NOTES AND DETAILS

Kimley-Horn
KIMLEY-HORN AND ASSOCIATES, INC.
100 WEST WILSON ROAD
LIBERTYVILLE, IL 60049
TEL: (847) 377-7400
FAX: (847) 377-7401
WWW.KIMLEY-HORN.COM

DESIGNED BY: SHM
DRAWN BY: TRK
CHECKED BY: RNM
SCALE: AS NOTED

MZ Capital Partners
Proud Equity Real Estate Investment

COVER SHEET

MZ BUFFALO GROVE
MULTI-FAMILY
BUFFALO GROVE, IL 60089

ORIGIN: JCS/E
DATE: 09/27/2022
KHA PROJECT NO.
268045000

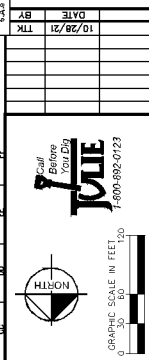
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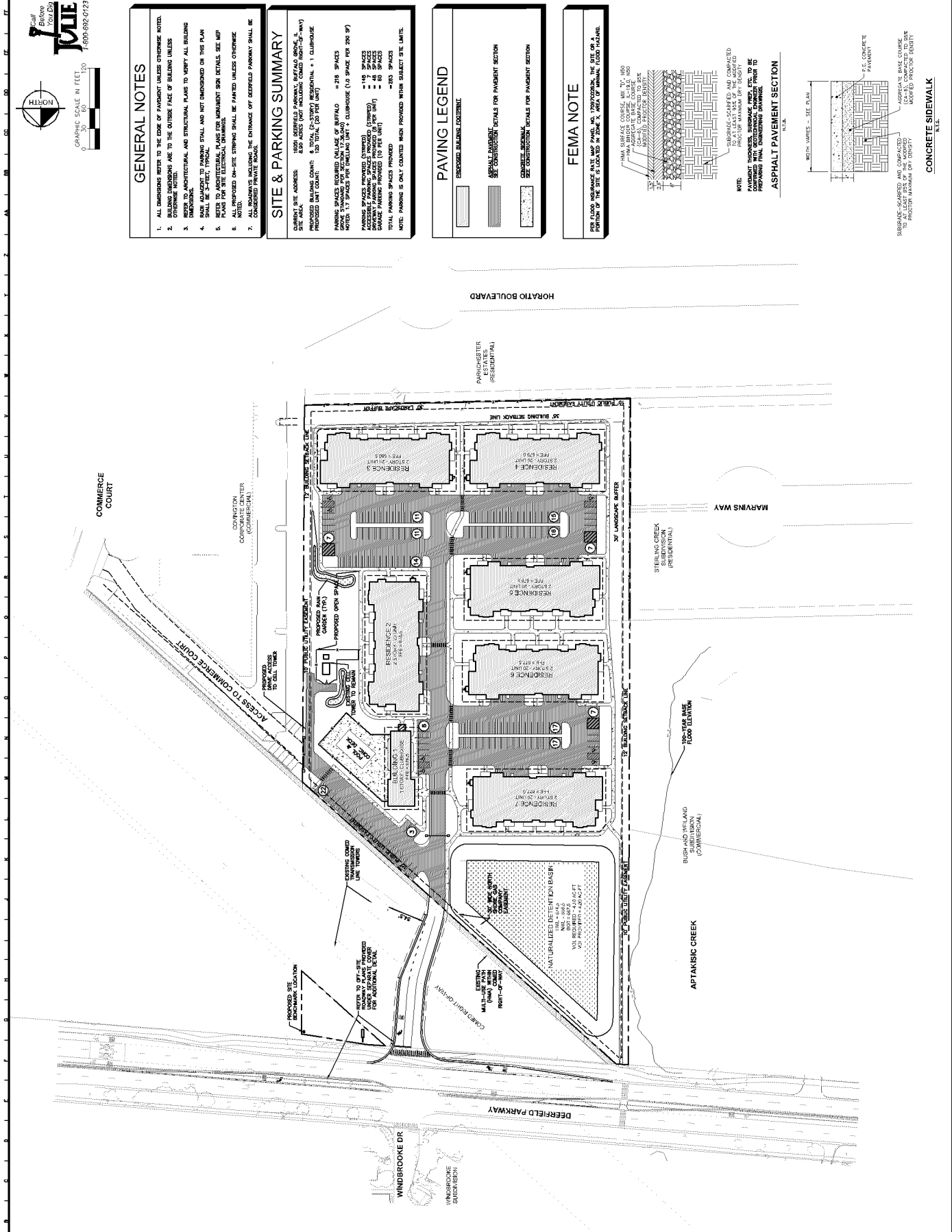
C0.0

Project Page 45

EXISTING CONDITIONS & DEMOLITION	
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**WARNING: CONTRACTOR TO
VERIFY PRESENCE AND EXACT
LOCATION OF ALL UTILITIES
PRIOR TO CONSTRUCTION.**

[illegible]



GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DETAILS.
4. REFER TO PARKING SPALL AND NOT DIMENSIONED ON THE PLAN SHALL BE 3'-FEET, TYPICAL.
5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP FOR SIGN DETAILS.
6. ALL PROPOSED ON-SITE STRENGTH SHALL BE FURNISHED UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS INCLUDING THE ENTRANCE OFF DEERFIELD PARKWAY SHALL BE DIMENSIONED FROM THE EXISTING PAVEMENT SURFACE.

SITE & PARKING SUMMARY

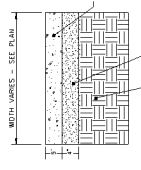
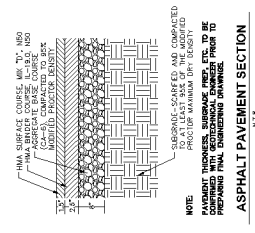
CURRENT SITE ADDRESS: 1800 DEERFIELD PARKWAY, BUFFALO GROVE, IL 60089
PROPOSED BUILDING COVER: 4 TOTAL (2-STOREY) RESIDENTIAL + 1 CLUBHOUSE
PROPOSED UNIT COUNT: 130 TOTAL (20 PER UNIT)
PARKING SPACES PROVIDED (MINIMUM): 210 SPACES
PARKING SPACES PROVIDED (OPTIONAL): 140 SPACES
PARKING SPACES PROVIDED (TOTAL): 350 SPACES
TOTAL PARKING SPACES PROVIDED: 350 SPACES
NOTE: PARKING IS ONLY COUNTED WHEN PROVIDED WITHIN SUBJECT SITE LIMITS.

PAVING LEGEND

- EXPOSED BUILDING FOOTPRINT
- ASPHALT PAVEMENT DETAILS FOR PAVEMENT SECTION
- CONCRETE PAVEMENT DETAILS FOR PAVEMENT SECTION

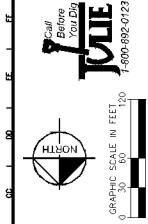
FEMA NOTE

PER FLOOD INSURANCE RATE MAP PANEL NO. 1702020202N, THE SITE OR A PORTION OF THE SITE IS LOCATED IN FLOOD ZONE X, AREA OF ANIMAL FLOOD HAZARD.



CONCRETE SIDEWALK

N/A



Call Before You Dig
1-800-892-0123

GRAPHIC SCALE IN FEET
0 30 60 120

1800 DEERFIELD PARKWAY, BUFFALO GROVE, IL 60089
KIMLEY-HORN AND ASSOCIATES, INC.
KIMLEY-HORN.COM

DESIGNED BY: SHW
CHECKED BY: SHW
DATE: 10/28/21
BY: TTK

REVISIONS
VILLAGE COMMENTS

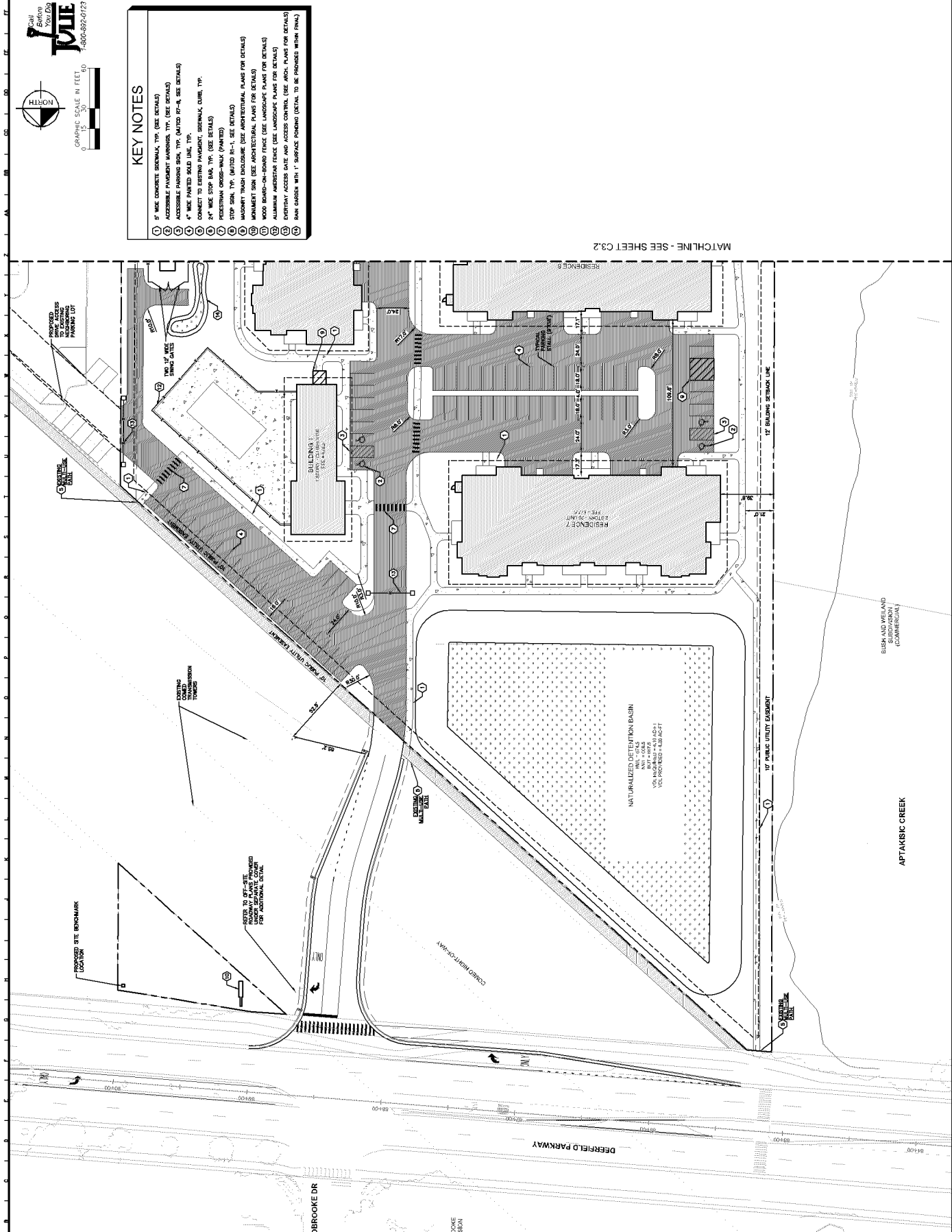
OVERALL SITE PLAN

M2 CAPITAL PARTNERS
Pavement Engineering and Construction Division

M2 BUFFALO GROVE MULTI-FAMILY
BUFFALO GROVE, IL 60089

ORIGINAL DATE: 8/12/2020
KHA PROJECT NO: 268045000
SHEET NUMBER: C3.0

Project No. 17
Pavement Pg. 17

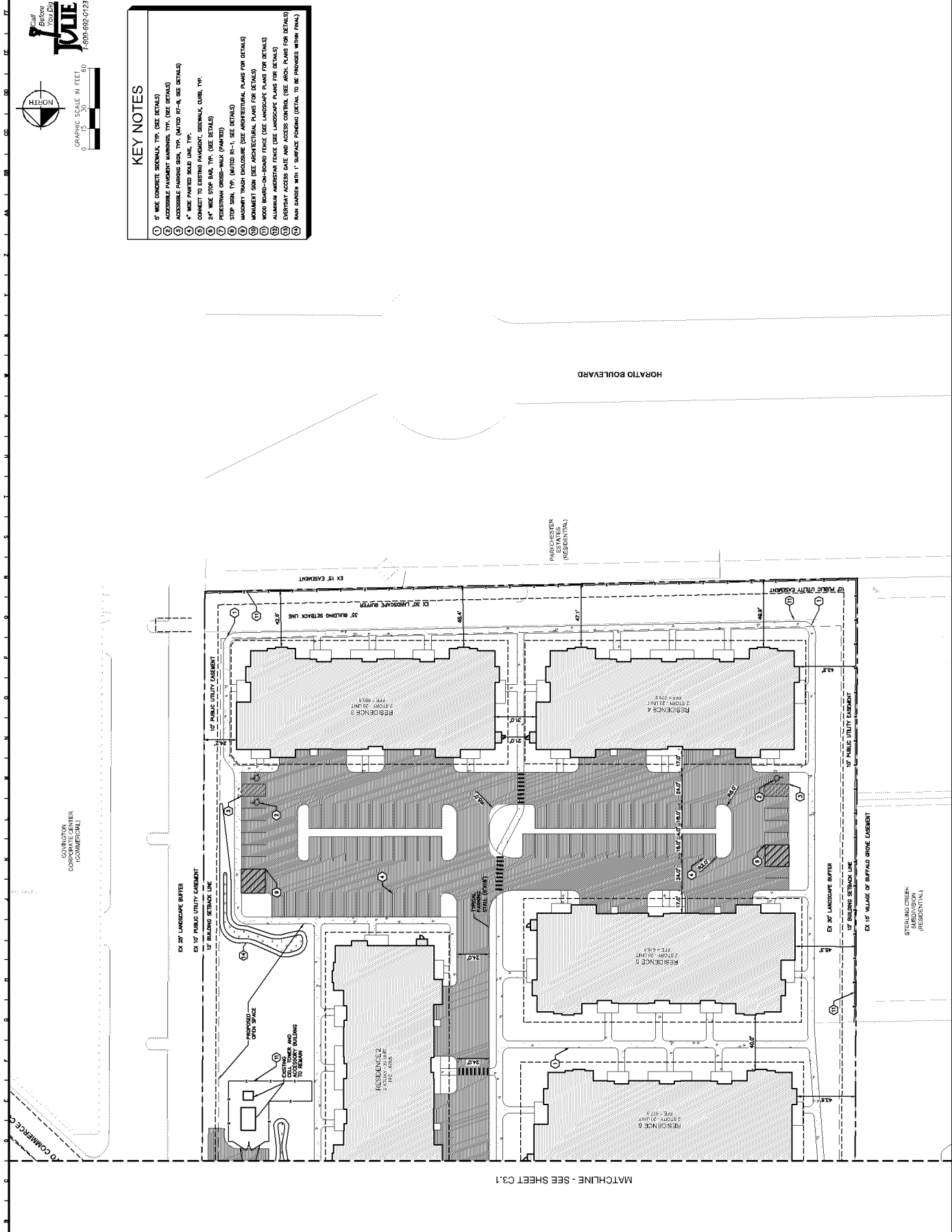


- KEY NOTES**
- 1 1/2" WIDE CONCRETE SIDEWALK, TYP. (SEE DETAILS)
 - 2 ACCESSIBLE PARKING MARKINGS, TYP. (SEE DETAILS)
 - 3 ACCESSIBLE PARKING SPA, TYP. (AUTO SP-A, SEE DETAILS)
 - 4 4" WIDE PAINTED SOLID LINE, TYP.
 - 5 CONNECT TO EXISTING PAVEMENT, SIDEWALK, CURB, TYP.
 - 6 24" WIDE STOP SIGN, TYP. (SEE DETAILS)
 - 7 PEDESTRIAN CROSS-WALK (PAINTED)
 - 8 STOP SIGN, TYP. (AUTO SP-A, SEE DETAILS)
 - 9 MOUNTAIN TRASH ENCLOSURE (SEE ARCHITECTURAL PLANS FOR DETAILS)
 - 10 MOUNTAIN TRASH (SEE ARCHITECTURAL PLANS FOR DETAILS)
 - 11 WOOD BOARD-ON-BRAND FENCE (SEE LANDSCAPE PLANS FOR DETAILS)
 - 12 ALUMINUM AMBISTAR FENCE AND ACCESS CONTROL (SEE ARCH. PLANS FOR DETAILS)
 - 13 EXISTING ACCESS GATE AND ACCESS CONTROL (SEE ARCH. PLANS FOR DETAILS)
 - 14 BUILT GARDEN WITH 1" SURFACE PAVING (DETAIL TO BE PROVIDED WITH FINA)

Call before you dig
800-487-4723

GRAPHIC SCALE IN FEET
0 15 30 60

North Arrow

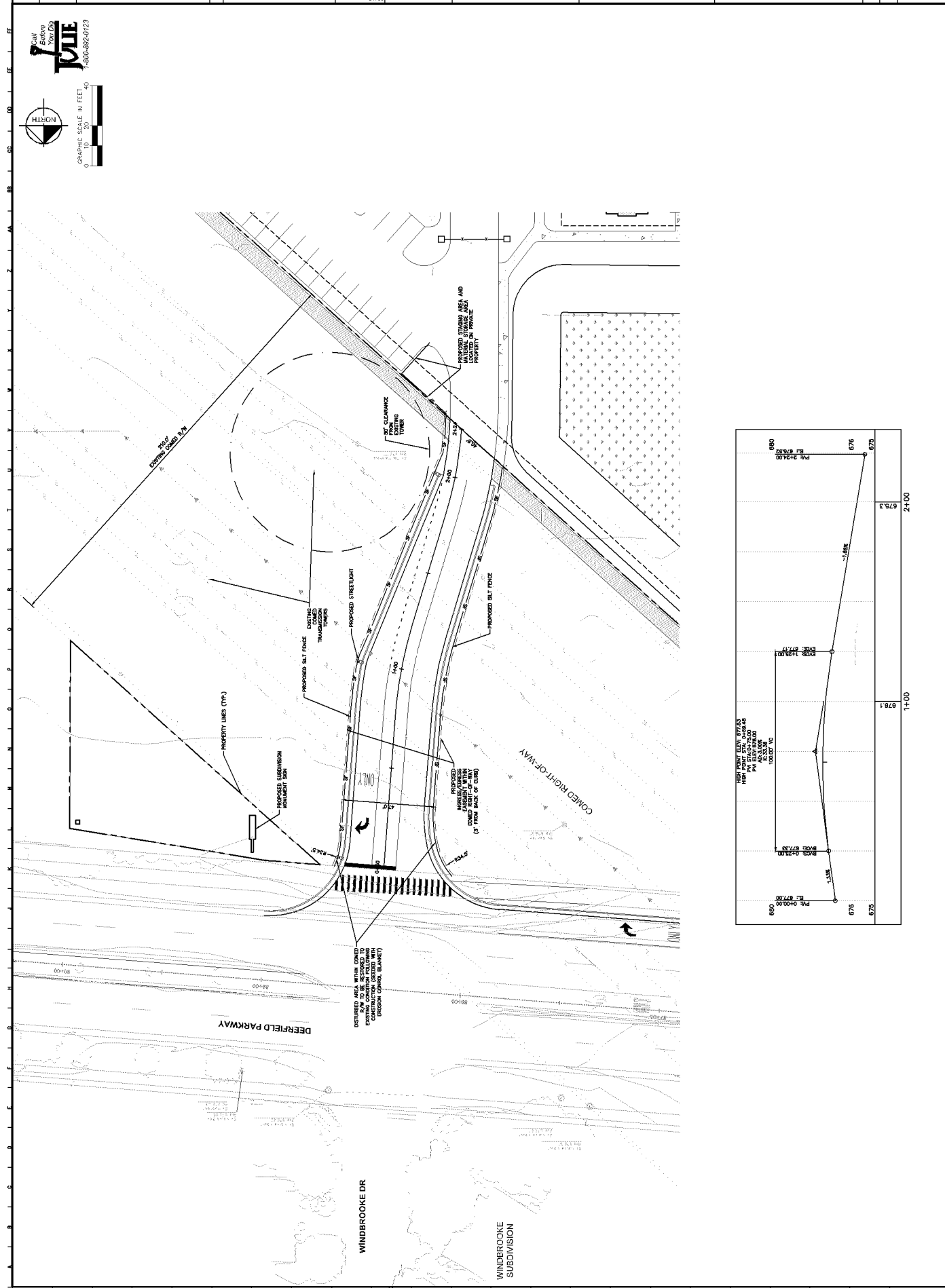


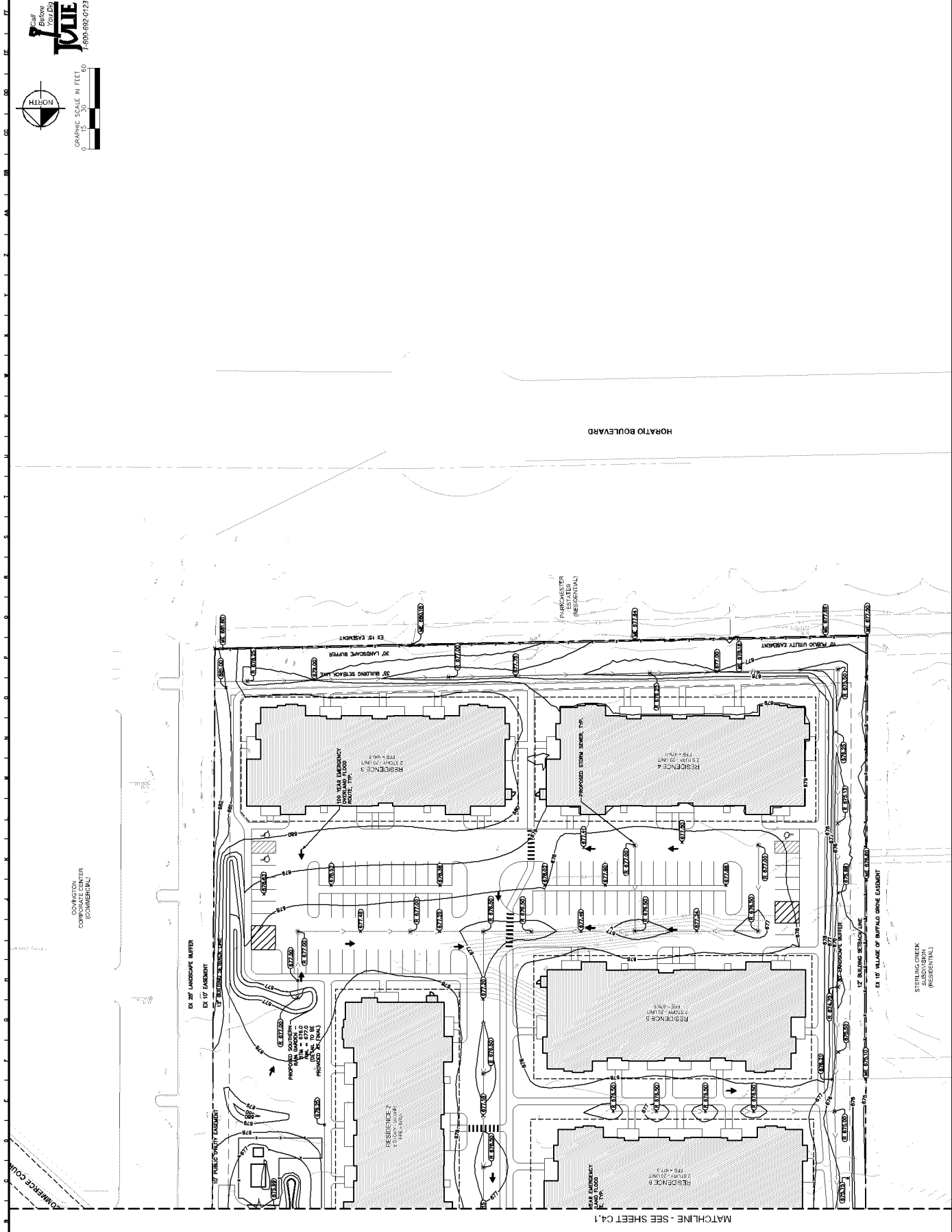
- KEY NOTES**
- 1 1" WIDE CONCRETE SIDEWALK, TYP. (SEE DETAILS)
 - 2 ACCESSIBLE PARKING MARKINGS, TYP. (SEE DETAILS)
 - 3 ACCESSIBLE PARKING SIGN, TYP. (AUTOD 5P-A, SEE DETAILS)
 - 4 4" WIDE PAINTED SOLID LINE, TYP.
 - 5 CONNECT TO EXISTING PAVEMENT, SIDEWALK, CURB, TYP.
 - 6 24" WIDE STOP SIGN, TYP. (SEE DETAILS)
 - 7 PEDESTRIAN CROSS-WALK (PAINTED)
 - 8 STOP SIGN, TYP. (AUTOD 5P-A, SEE DETAILS)
 - 9 MOUNTAIN TRASH ENCLOSURE (SEE ARCHITECTURAL PLANS FOR DETAILS)
 - 10 MOUNTAIN SIGN (SEE ARCHITECTURAL PLANS FOR DETAILS)
 - 11 WOOD BOARD-ON-BOARD FENCE (SEE LANDSCAPE PLANS FOR DETAILS)
 - 12 ALUMINUM ANTI-SHOCK FENCE (SEE LANDSCAPE PLANS FOR DETAILS)
 - 13 EVERYDAY ACCESS GATE AND ACCESS CONTROL (SEE ARCH. PLANS FOR DETAILS)
 - 14 MAIN GARDEN WITH 1" SURFACE FINISH (DETAIL TO BE PROVIDED WITH FINA)

Call Before You Dig
1-800-892-0123

GRAPHIC SCALE IN FEET
0 15 30 60

Call Before You Dig
1-800-892-0123





Call Before You Dig
1-800-487-4663

GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

NO.		DATE	REVISIONS
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SCALE: AS NOTED

DESIGNED BY: RNM

CHECKED BY: TTK

DATE: 10/28/21

PROJECT NO.: 268045000

SHEET NUMBER: C4.2

PROJECT NAME: MZ BUFFALO GROVE MULTI-FAMILY

LOCATION: BUFFALO GROVE, IL 60089

OWNER: MZ CAPITAL PARTNERS

DESIGNED BY: RNM

CHECKED BY: TTK

DATE: 10/28/21

PROJECT NO.: 268045000

SHEET NUMBER: C4.2

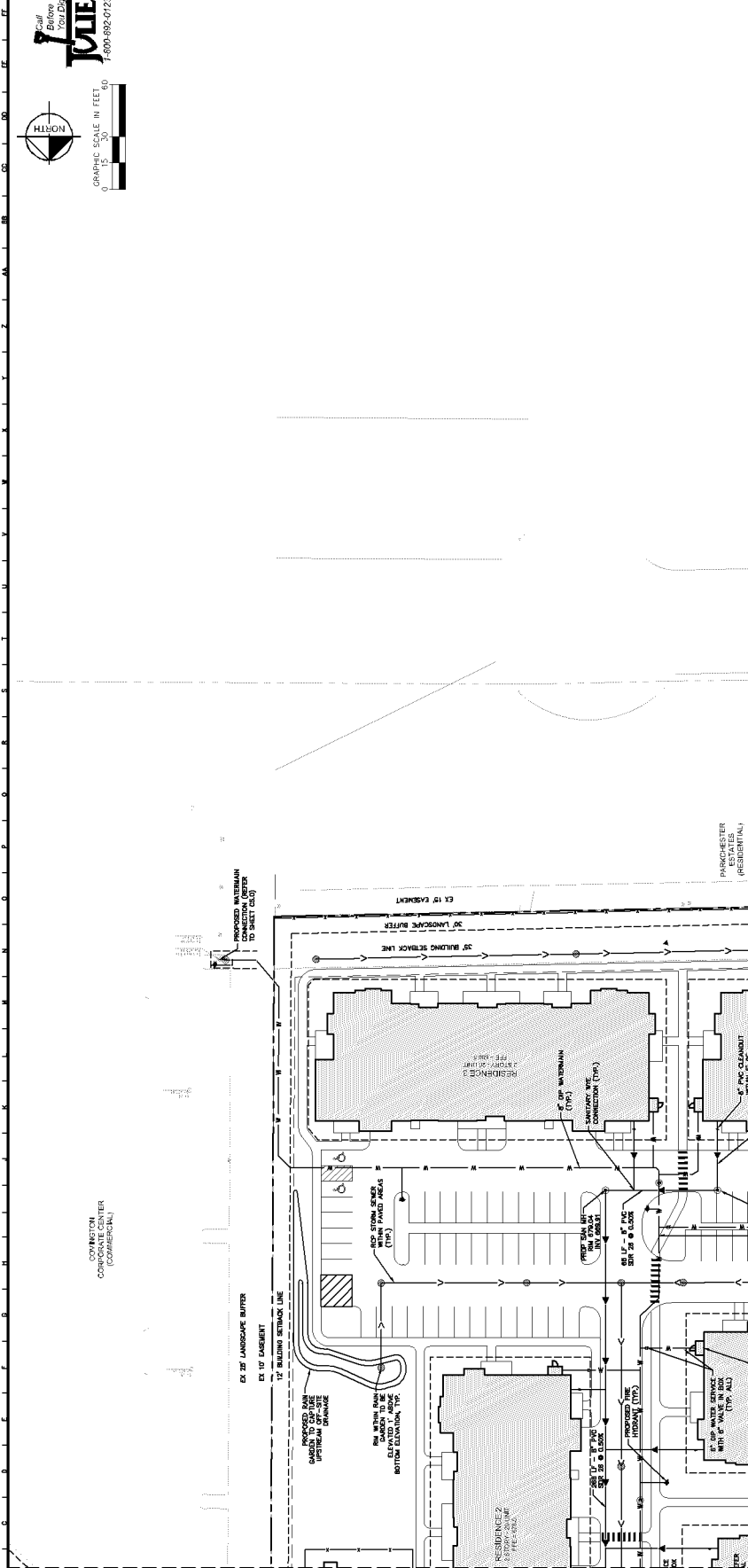
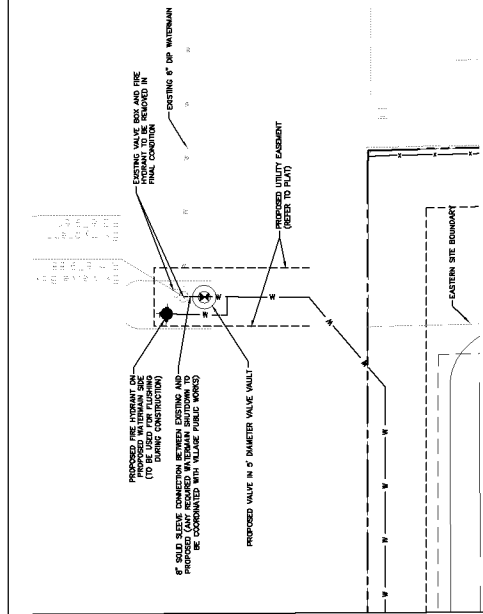
PROJECT NAME: MZ BUFFALO GROVE MULTI-FAMILY

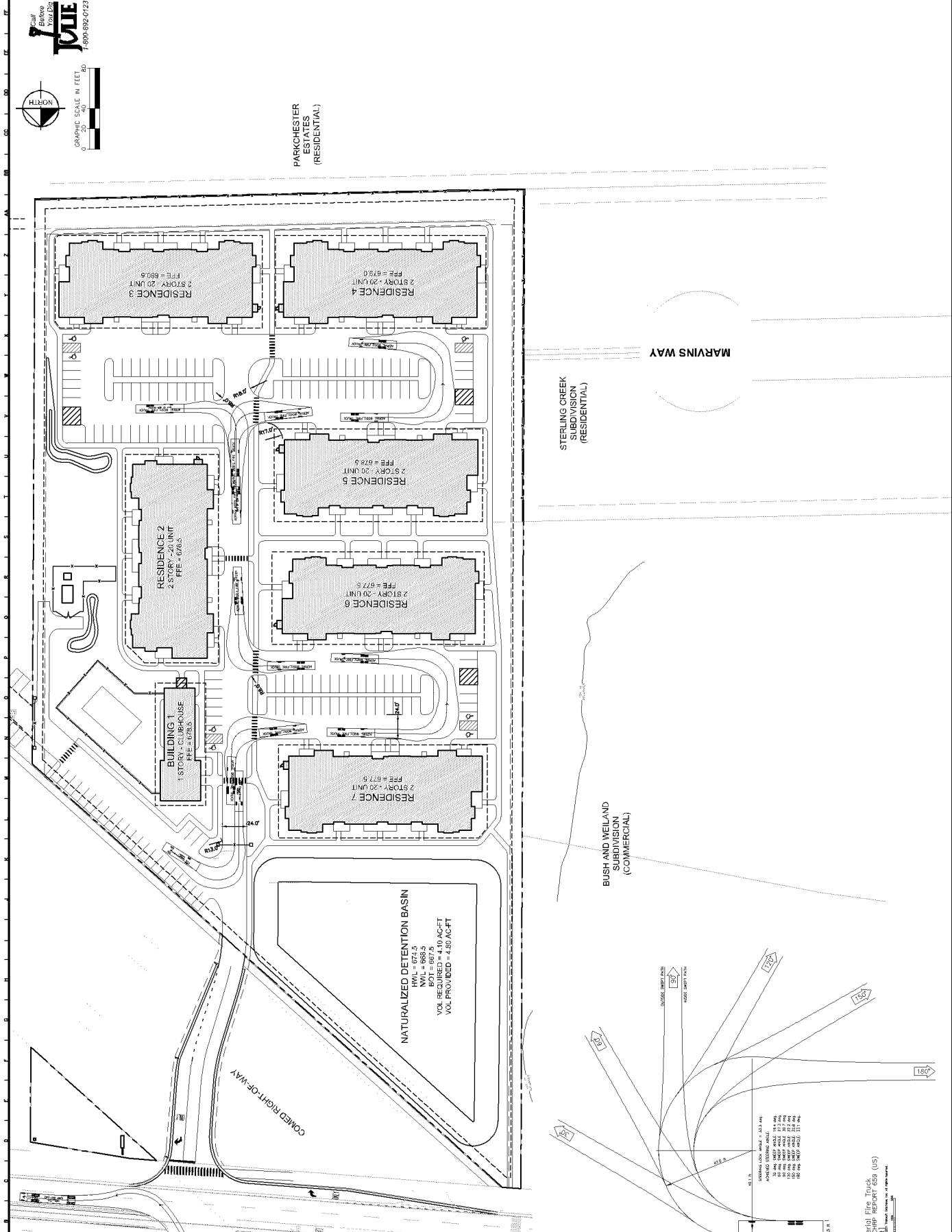
LOCATION: BUFFALO GROVE, IL 60089

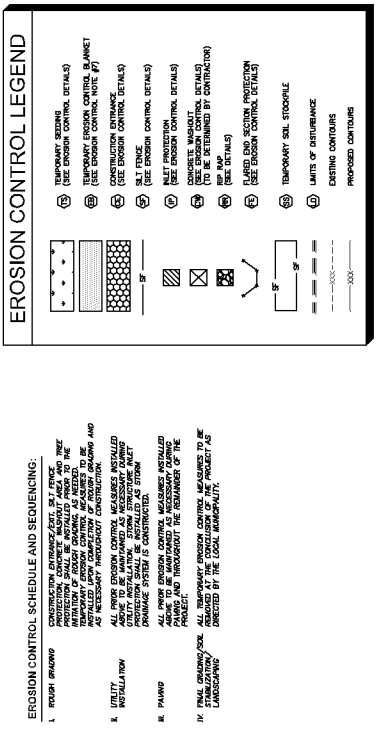
OWNER: MZ CAPITAL PARTNERS

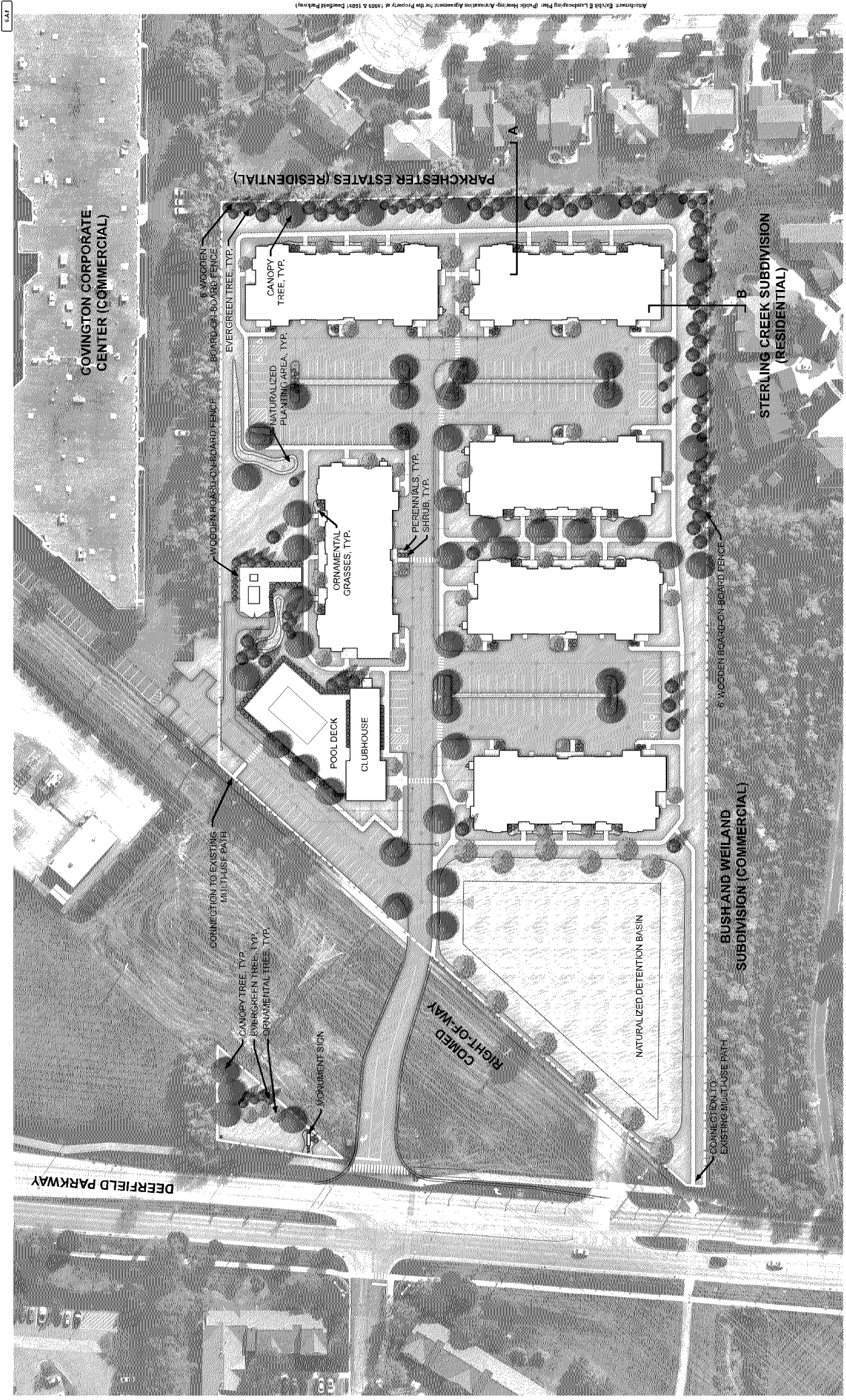
Kimley-Horn

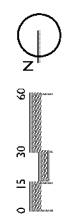
1000 N. RIVER STREET, SUITE 200
MILWAUKEE, WI 53233
(414) 381-1000
WWW.KIMLEY-HORN.COM

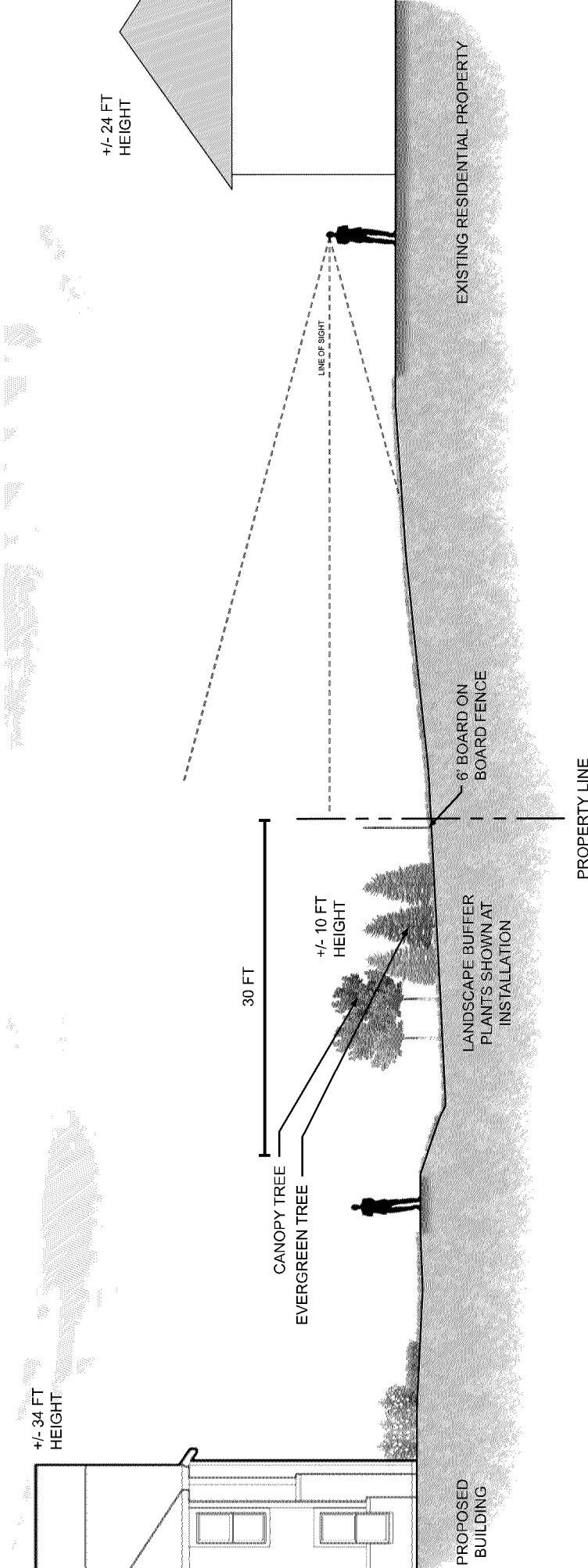












Attachment Exhibit E Landscaping Plan (Public Hearing Amendment Agreement for the Property at 15803 S. 160th (Doverfield Parkway))

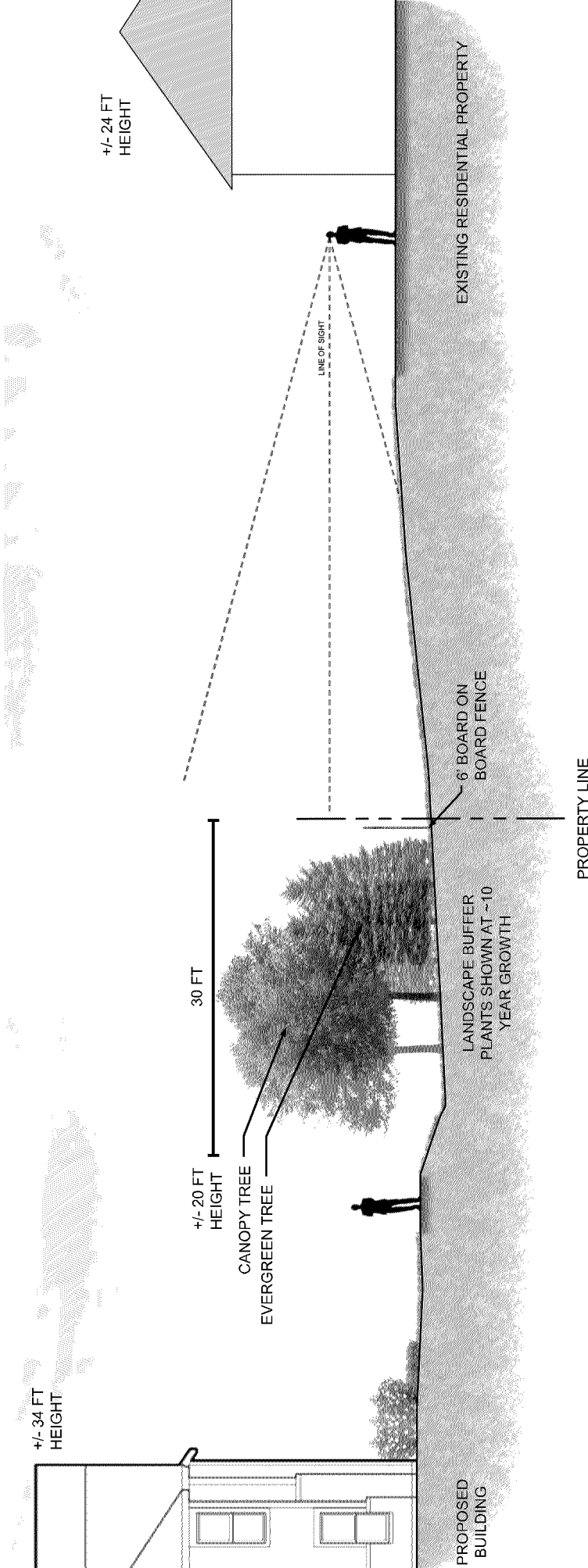
MZ BUFFALO GROVE MULTI-FAMILY

SECTION A: SOUTH LANDSCAPE BUFFER (AT INSTALLATION)

BUFFALO GROVE, IL | NOVEMBER 2021

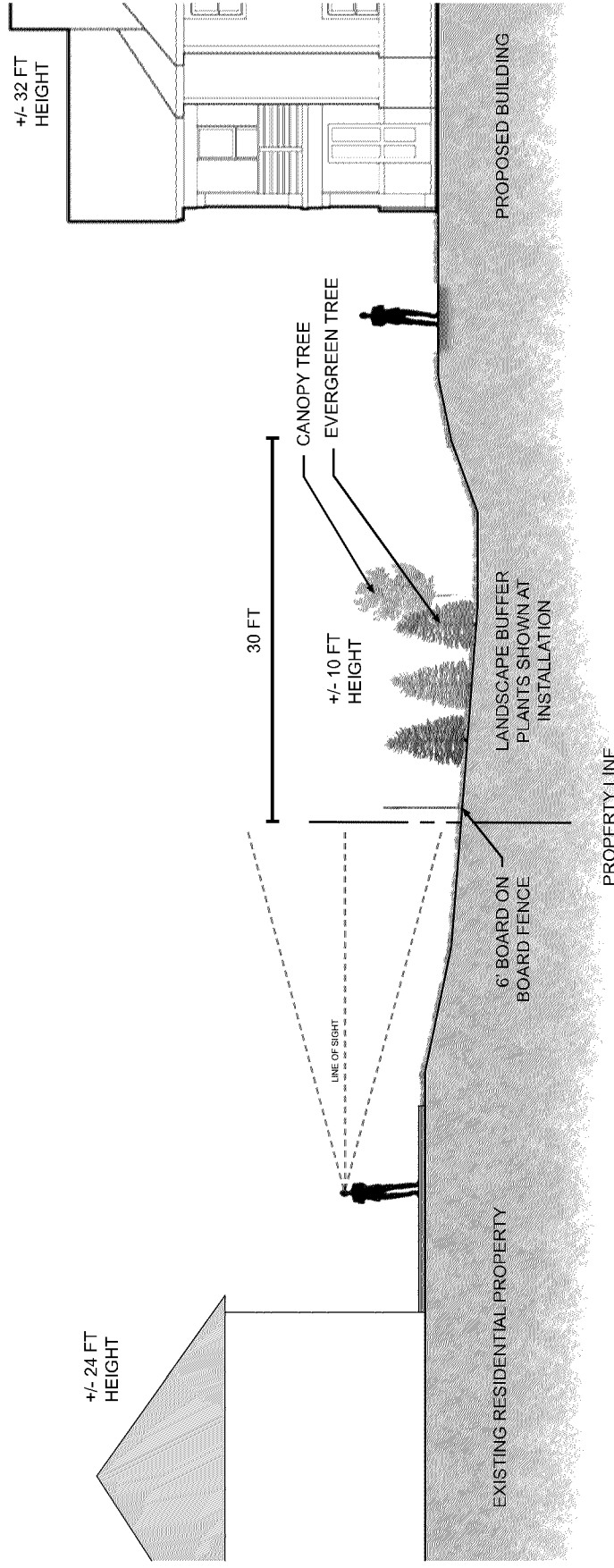
Kimley»Horn

0 2 4 8
SCALE: 1" = 4'



MZ BUFFALO GROVE MULTI-FAMILY SECTION A: SOUTH LANDSCAPE BUFFER (~10 YEAR GROWTH)

BUFFALO GROVE, IL | NOVEMBER 2021



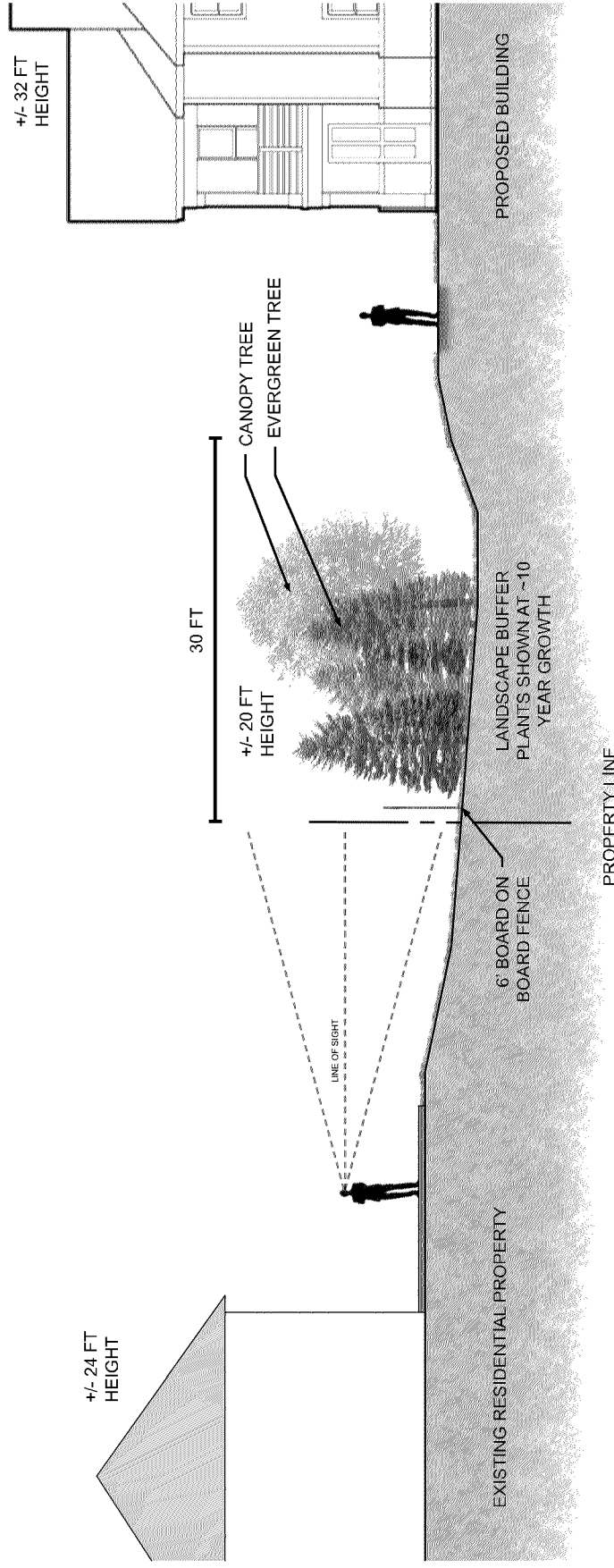
MZ BUFFALO GROVE MULTI-FAMILY

SECTION B: WEST LANDSCAPE BUFFER (AT INSTALLATION)

BUFFALO GROVE, IL | NOVEMBER 2021



Kimley»Horn



MZ BUFFALO GROVE MULTI-FAMILY | SECTION B: WEST LANDSCAPE BUFFER (~10 YEAR GROWTH)

BUFFALO GROVE, IL | NOVEMBER 2021



Kimley»Horn

BUFFER LANDSCAPE TREES

EVERGREEN TREES



COLORADO SPRUCE
MATURITY HEIGHT: 30-60 FT



BLACK HILLS SPRUCE
MATURITY HEIGHT: 20-40 FT



VANDERWOLF'S PYRAMID PINE
MATURITY HEIGHT: 20-30 FT

CANOPY TREES



AMERICAN ELM
MATURITY HEIGHT:
60-80 FT

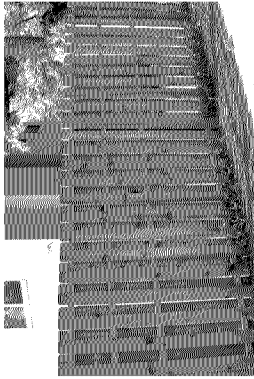


RED OAK
MATURITY HEIGHT:
50-75 FT



PLANE TREE
MATURITY HEIGHT:
55-65 FT

BOARD ON BOARD FENCE



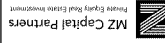
MZ BUFFALO GROVE MULTI-FAMILY PLANT PALETTE

BUFFALO GROVE, IL | NOVEMBER 2021

Kimley»Horn

MZ BUFFALO GROVE
MULTI-FAMILY

OVERALL
LANDSCAPE
PLAN

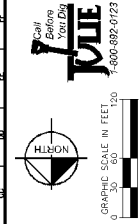
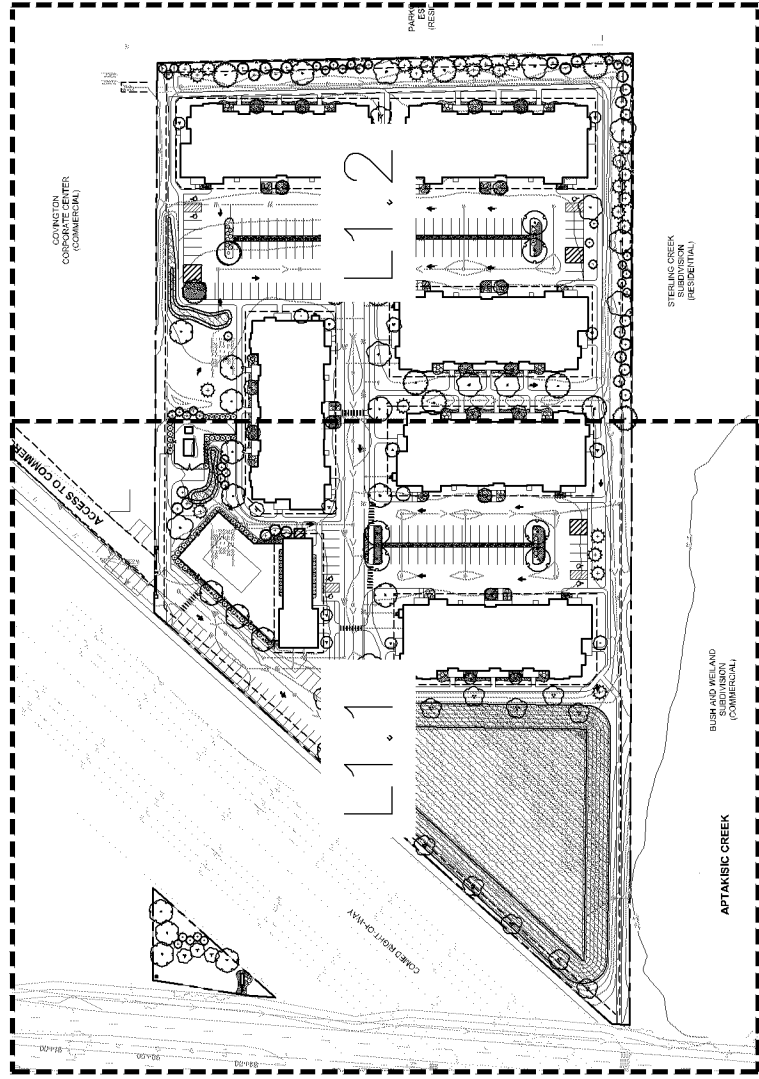


Kimley-Horn

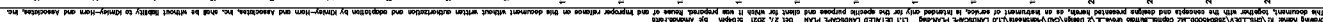
NO.	REVISIONS	DATE	BY
1	VILLAGE COMMENTS	10/28/21	TKV

ORIGIN: ISSUE
9/2/2021
KHA PROJECT NO.
268045000
SHEET NUMBER
L1.0

Project No. 07



Call
John
Kimley-Horn
1-800-892-0723





FRONT ELEVATION

DEERFIELD PARKWAY
NEW MULTI-FAMILY
DEVELOPMENT

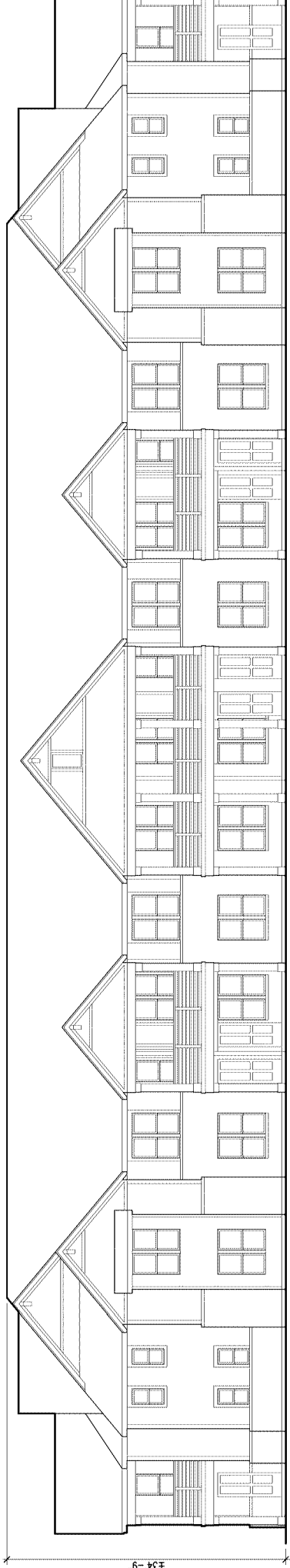
BUFFALO GROVE
ILLINOIS 60089

Packet Pg. 71

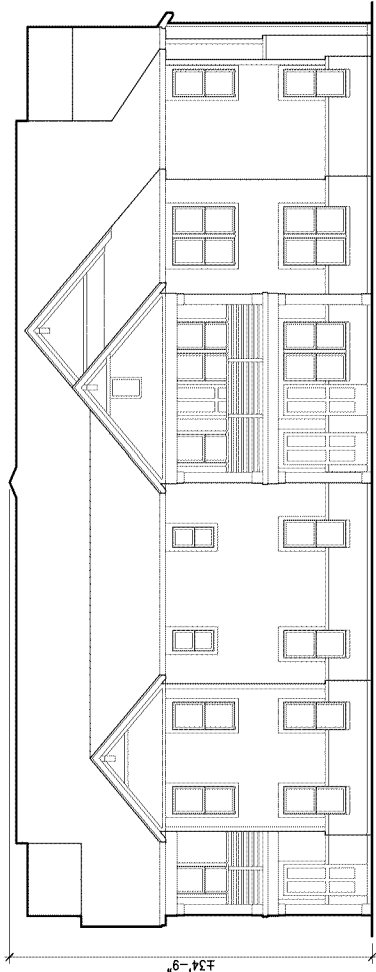
Attachment: Exhibit F Architectural Rendering and Signage (Public Hearing-Annexation Agreement for the Property at 15989 & 16051 Deerfield Parkway)



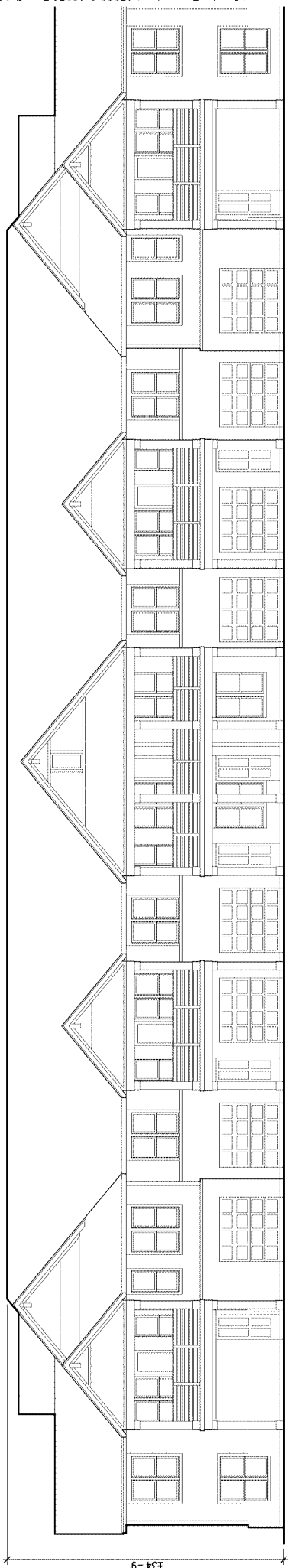
REAR ELEVATION



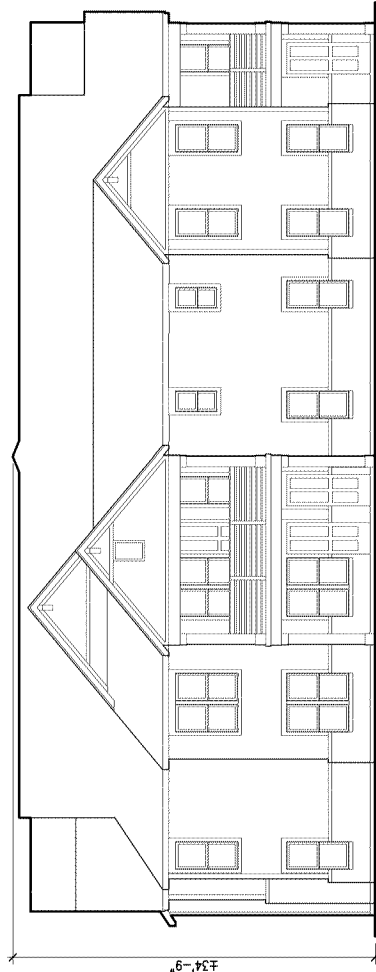
FRONT ELEVATION
3/32" = 1'-0"



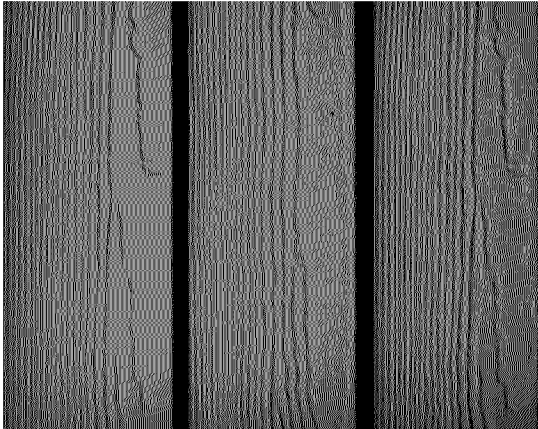
LEFT ELEVATION
3/32" = 1'-0"



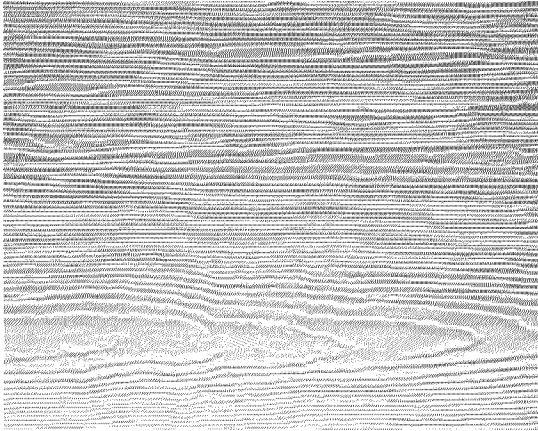
REAR ELEVATION
3/32" = 1'-0"



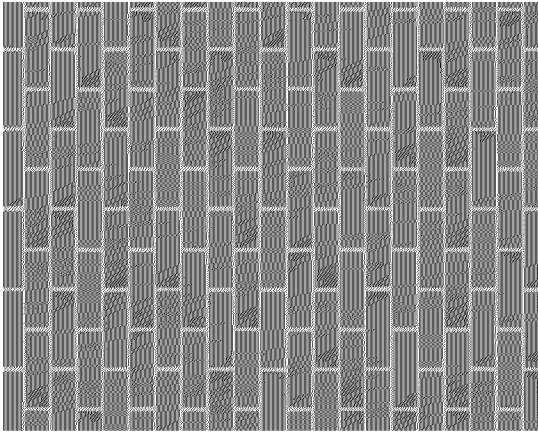
RIGHT ELEVATION
3/32" = 1'-0"



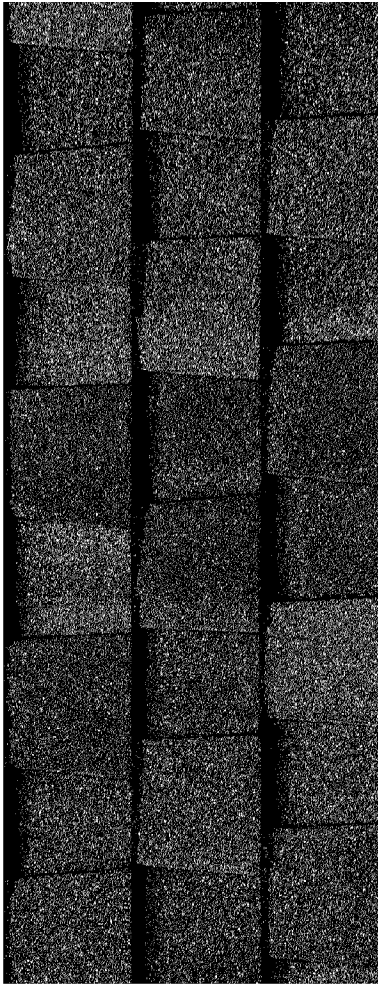
HORIZONTAL SIDING
BRAND: JAMES HARDIE
PRODUCT: SELECT CEDARMILL
COLOR: NIGHT GRAY
PATTERN: LAP SIDING HORIZONTAL



VERTICAL SIDING
BRAND: JAMES HARDIE
PRODUCT: SELECT CEDARMILL
COLOR: ARCTIC WHITE
PATTERN: BOARD & BATTEN VERTICAL



BRICK
BRAND: GLEN-GERY
PRODUCT: KLAYCOAT
COLOR: URBAN GREY
PATTERN: RUNNING BOND



ROOFING
BRAND: CERTANTEED
PRODUCT: LANDMARK
COLOR: PEWTER
PATTERN: _

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)



**Information Item : Proclamation Recognizing the Health for
Humanity Yogathon Organized by Hindu Swayamsevak Sangh USA**

Recommendation of Action

Staff recommends proclamation.

SUMMARY: Proclamation Recognizing the Health for Humanity Yogathon organized by Hindu Swayamsevak Sangh USA.

ATTACHMENTS:

- Yogathon Proc (DOC)

Trustee Liaison
Sussman

Staff Contact
Evan C Michel, Office of the Village Manager

Tuesday, January 18, 2022



Village of Buffalo Grove

A PROCLAMATION RECOGNIZING THE HEALTH FOR HUMANITY YOGATHON
ORGANIZED BY HINDU SWAYAMSEVAK SANGH USA
JANUARY 15-30, 2022

WHEREAS, YOGA is an ancient Hindu practice developed thousands of years ago in the Indian subcontinent for maintaining spiritual, mental, and physical wellbeing; and

WHEREAS, SURYA NAMASKAR, or Sun Salutation, is a traditional yogic practice combining a sequence of postures with breathing exercises; and

WHEREAS, HINDU SWAYAMSEVAK SANGH, or HSS, is a nonprofit charitable organization with over 252 branches in 171 cities and in 34 states including 9 branches in the state of Illinois, through which it conducts a Hindu values education program and community service activities such as highway clean up, annual Health for Humanity Yogathon, food drives, providing hot meals to shelters and in several cities across IL; and

WHEREAS, HSS is organizing its annual Health for Humanity Yogathon with the goal of having 4000 individual participants cumulatively complete 52,000 repetitions of Surya Namaskar to promote the spiritual, mental, and physical wellbeing of all members of the community; and

WHEREAS, YOGA enthusiasts, yoga studios, local schools, and other community organizations are participating in the HSS Health for Humanity Yogathon.

NOW, THEREFORE, BE IT RESOLVED, that I, Beverly Sussman, President of the Village of Buffalo Grove, do hereby recognize HSS for organizing its annual Health for Humanity Yogathon to promote the spiritual, mental, and physical wellbeing of all members of the community.

Passed this 18th day of January, 2022

Beverly Sussman, Village President

Attachment: Yogathon Proc (Proclamation Recognizing the Health for Humanity Yogathon)



Action Item : Rejection of Proposals Fleet Maintenance & Repair Services

Recommendation of Action

Staff recommends rejection of proposals.

Based on the review of the proposals, staff recommends the rejection of proposals for the Fleet Maintenance & Repair Services project.

ATTACHMENTS:

- Rejection Memo Fleet (DOCX)

Trustee Liaison
Stein

Staff Contact
Tom C. Wisniewski, Village Board

Tuesday, January 18, 2022	
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VILLAGE OF
BUFFALO GROVE



DATE: January 6, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
RE: Fleet Maintenance & Repair Services

Recommendation

Based on the review of the proposals, staff recommends the Village Board reject proposals and continue to have Public Works provide these services with their current blended model. Staff will monitor these services over the 2022 Fiscal Year and if warranted request authorization to seek proposals again.

Background Information

Staff released a request for proposals for Fleet Maintenance & Repair Services. There was a total of three responses. Staff opened the proposals and reviewed them along with the costs. On average, the proposed pricing was 24% higher than the current Public Works blended model for similar services. Based upon the proposed pricing, Public Works will continue operations with their current service model. After discussion by staff and a review of the proposals it is recommend that the Village Board reject all proposals.



Ordinance No. O-2022-8 : AECOM Water Model Update Engineering Services

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff seeks authorization to execute an agreement with AECOM Technical Services, for professional engineering services to complete routine updates to the Water Model completed in 2019 in an amount not to exceed \$25,000 in total over the next 5 years.

ATTACHMENTS:

- AECOM Water Model Updates Engineering Services Memo (DOCX)
- AECOM Ordinance (DOCX)
- Professional Service Contract AECOM (PDF)

Trustee Liaison

Stein

Staff Contact

Kyle Johnson, Engineering

Tuesday, January 18, 2022	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: January 13, 2022
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: AECOM Water Model Updates

Recommendation

Based upon our review, staff recommends approval of the Strand contract in an amount not to exceed \$25,000.00, pending legal review. The contract term is for five years, in which \$5,000 is estimated to be expended each year.

Overview

In 2019 Strand Associates, Inc. completed a Water Model which then helped develop, and complete, the 2019 Water Rate Study. The Water Model helps to holistically view the water system and determine strengths and weaknesses of the system. Our system was found to have many strengths, but many of those were found in redundant Village facilities.

Past development has occurred in segments, initially without a full and complete vision for the Village. This required more than one water main to be placed on some streets or “reinforcement” mains to run to specific neighborhoods. While the system currently functions effectively, it is not as efficient in layout as it could be. As modifications continue to the system through the Infrastructure Modernization Program, we look to use the Water Model and AECOM’s services to specifically develop main sizes and locations that are highly cost effective while maintaining or increasing our level of service.

From 2019 to date Strand Associates were assisting with these services, however with AECOM’s role in our current Long-Term Facility Study they are best suited to support the Village with these services moving forward. The previous five-year agreement with Strand has been terminated and will not be utilized further.

ORDINANCE 2022-_____

AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH AECOM TECHNICAL SERVICES, INC.

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

WHEREAS, the Village seeks to enter into an Engineering Agreement with AECOM Technical Services, Inc. for water system engineering to update the 2019 Water Model for future planning, subject to final review and approval by the Village Attorney,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Agreement with AECOM Technical Services, Inc. for water system engineering to update the 2019 Water Model for future planning at a price not to exceed \$25,000.00, subject to final review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: AECOM Ordinance (O-2022-8 : AECOM Water Model Update Engineering Services)

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES**

THIS AGREEMENT is dated as of the 17th day of January 2022 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. FIRM.

A. Engagement of Firm. The Village desires to engage the Firm Identified below to provide all necessary professional engineering services and to perform the work in connection with the project identified below:

AECOM Technical Services, Inc.
303 East Wacker Drive, Suite 1400, Chicago, IL 60601
Attn: Chad Laucamp
Phone: 312-373-7700
Email: chad.laucamp@aecom.com

B. Project Description. The Firm shall provide Engineering Services for the Village of Buffalo Grove as detailed in the attached Scope of Service Exhibit A.

C. Representations of Firm. The Firm has submitted to the Village a description of the services to be provided by the Firm, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Firm represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional services set forth in Exhibit A.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Firm.

F. **Escalation**

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

SECTION 4. PERSONNEL, SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.
- B. **Availability of Personnel.** The Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Firm shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Firm from a source other than the Village prior to the time of disclosure of said information to the Firm under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Firm or the Village; or (iv) to have been supplied to the Firm after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

- B. **No Disclosure of Confidential Information by the Firm.** The Firm acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Firm shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Firm shall use reasonable measures at least as strict as those the Firm uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Firm to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Firm shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Firm shall, at its own expense, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 24 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Firm shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Firm shall also comply with all conditions of any federal, state, or local grant received by Owner or Firm with respect to this Agreement or the Services.

Firm shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Firm's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If the Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.
- J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.
- L. **News Releases.** The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.
- N. **Favorable Terms**

Firm represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should Firm enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Firm shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Firm shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

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

Village of Buffalo Grove ("Village")
 50 Raupp Blvd.
 Buffalo Grove, IL 60089
 Attn: Dane Bragg
 Email: dbragg@vbg.org
 cc: kjohnson@vbg.org

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

AECOM Technical Services, Inc.
 303 East Wacker Drive, Suite 1400, Chicago, IL 60601
 Attn: Chad Laucamp
 Phone: 312-373-7700
 Email: chad.laucamp@aecom.com

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
("Services")**

Attach RFQu Response documents

January 7, 2022

Mr. Kyle E. Johnson, P.E.
Assistant Public Works Director
Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, IL 60089-2198

Reference: Village of Buffalo Grove, Illinois
Proposal to Provide Engineering Services
for Miscellaneous Hydraulic Modeling Tasks

Dear Mr. Johnson:

Per your request, AECOM Technical Services, Inc. (AECOM) is pleased to submit this proposal to perform miscellaneous hydraulic modeling tasks for the Village of Buffalo Grove water system. It is our understanding that these services will be initiated by the Village on an as-needed basis and AECOM will utilize the Village's existing WaterGEMS model for performing the analyses. These tasks will be allocated over a five (5) year period and the estimated not-to-exceed fee for these services is \$25,000.00. If the aggregate level of effort required to perform the requested tasks approaches this maximum limit, we will let you know.

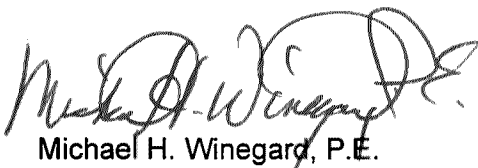
We thank you for this opportunity to present this proposal to you. If we can provide additional information, please do not hesitate to contact us.

Very truly yours,

AECOM TECHNICAL SERVICES, INC.



Chad R. Laucamp, P.E.
Associate



Michael H. Winegard, P.E.
Vice President

Attachment: Professional Service Contract AECOM (O-2022-8 : AECOM Water Model Update Engineering Services)

Exhibit B.
Agreed Upon Pricing Structure

See Page Proposal in Exhibit A.

Exhibit C. Insurance

1. Firm's Insurance

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

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

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. CG 20 37 - Completed Operations.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4) Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
- 5) Builder Risk Property Coverage with Village as loss payee
- 6) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

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

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

- 5) Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- 6) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The Firm and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I. Assumption of Liability

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

J. Workers' Compensation and Employers' Liability Coverage

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

- 1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Firm's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Firm's employee.

K. Failure to Comply

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

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.



**Ordinance No. O-2022-9 : Ordinance Regarding a Covid-19
Vaccination Policy for the Village of Buffalo Grove**

Recommendation of Action

N/A

The Village of Buffalo Grove implemented a mandatory COVID Vaccine Policy for its workforce on January 3, 2022. A policy was developed in accordance with CDC, FDA and IDPH guidance and was designed to meet the requirements of the Emergency Temporary Standard (ETS) as published by OSHA. If the Village Board wishes this policy to apply to all elected officials, appointed officials, consultants and volunteers of the Village, it must pass an ordinance to implement the policy. If approved, the Village will notify all affected parties of the required deadlines and provide instructions to submit vaccine cards in accordance with the policy.

ATTACHMENTS:

- 01-13-22 COVID Vaccine Policy Memo (DOCX)
- ORDINANCE REGARDING A COVID-19 VACCINATION POLICY (DOCX)
- Exhibit A- Mandatory COVID-19 Vaccination Policy 01 03 2022 (PDF)

Trustee Liaison

Sussman

Staff Contact

Dane Bragg, Office of the Village Manager

Tuesday, January 18, 2022

VILLAGE OF BUFFALO GROVE



DATE: January 13, 2022

TO: President Beverly Sussman and Trustees

FROM: Dane Bragg, Village Manager

SUBJECT: Village of Buffalo Grove COVID Vaccination Policy

The Village of Buffalo Grove implemented a mandatory COVID Vaccine Policy for its workforce on January 3, 2022. A policy was developed in accordance with CDC, FDA and IDPH guidance and was designed to meet the requirements of the Emergency Temporary Standard (ETS) as published by OSHA.

Highlights of the policy include:

1. Mandatory mRNA vaccine required for all employees;
2. Both doses of a mRNA vaccine are required to be considered fully vaccinated;
3. mRNA booster shots are required based on CDC guidance;
4. Mandatory reporting of vaccination status to Human Resources;
5. Medical and religious exemptions permitted subject to application and approval;
6. Testing required for any person with a current, approved religious or medical exemption;
7. Collective bargaining agreements and/or occupational mandates (e.g. IDPH) may supersede the policy.

For Village employees, the policy also provides certain benefits such as time granted during work hours to obtain a vaccine or booster shot, access to additional benefit time for COVID-related vaccination, side effects or illness, and a one-time floating holiday (8.0 hours) for completing all requirements of the policy by June 1, 2022. The policy has been presented to all Village employee via virtual meetings, as well as distribution of the policy, video of the employee meeting as well as religious/medical exemption forms.

If the Village Board wishes this policy to apply to all elected officials, appointed officials, consultants and volunteers of the Village, it must pass an ordinance to implement the policy. The attached ordinance, if approved, would require all elected officials, appointed officials, consultants, and volunteers to receive the first dose of a two-dose vaccine by February 8, 2022. Second doses would be required by March 8, 2022. Medical/religious exemption requests would be due to the Human Resources Department by March 1, 2022. Vaccine cards are required to be submitted to Human Resources by February 15, 2022 or thereafter, based on vaccination date(s).

If approved, the Village will notify all affected parties of the required deadlines and provide instructions to submit vaccine cards in accordance with the policy.

ORDINANCE No. 2022 - __**ORDINANCE REGARDING A COVID-19 VACCINATION POLICY
FOR THE VILLAGE OF BUFFALO GROVE**

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

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-20-5, provides that the corporate authorities of each municipality may do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of diseases; and

WHEREAS, the Village of Buffalo Grove understands that the availability of a COVID-19 vaccine will provide a means to suppress the COVID-19 virus and protect the health, safety and welfare of the residents and employees of the Village of Buffalo Grove; and

WHEREAS, should any section or provision of this Ordinance or the adopted COVID-19 Vaccination Policy be declared to be invalid, that decision shall not affect the validity of this Ordinance or adopted COVID-19 Vaccination Policy as a whole or any part thereof, other than the part so declared to be invalid.

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

Section 1. The Mandatory COVID-19 Vaccination Policy dated 01-03-2022, included as Exhibit A to this Ordinance, is hereby adopted and is immediately effective.

Section 2. The requirements of the Mandatory COVID-19 Vaccination Policy dated 01-03-2022 shall also apply to all elected officials, appointed officials, consultants, and volunteers.

Section 3. All elected officials, appointed officials, consultants, and volunteers must receive the first dose of a two-dose vaccine (Moderna or Pfizer) by February 8, 2022.

Section 4. All elected officials, appointed officials, consultants, and volunteers must be fully vaccinated by March 8, 2022.

Section 5. Any elected official, appointed official, consultants, or volunteer requesting an exemption from this policy due to medical reasons or a sincerely held religious belief must complete and submit the appropriate Accommodation Request form(s) to Director of Human Resources & Risk Management by March 1, 2022.

Section 6. All elected officials, appointed officials, consultants, and volunteers must submit copies of their vaccination cards, including records of booster vaccination(s), or other documentation showing the date of their first dose to the Director of Human Resources & Risk Management by February 15, 2022.

Section 7. This ordinance shall not be codified.

YES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Village President

ATTEST:

Village Clerk

VILLAGE OF BUFFALO GROVE



Mandatory COVID-19 Vaccination Policy

Effective: January 3, 2022

The Village of Buffalo Grove is committed to maintaining a workplace that is free of known hazards and to safeguarding the health of employees, vendors, patrons, residents, and the community from COVID-19. The United States Food and Drug Administration (FDA) has issued emergency use approval of two COVID-19 vaccines and recently issued full approval to one COVID-19 vaccine.

Given the extensive risk of significant illness and death that COVID-19 presents, and in an effort to maintain the health and safety of our employees and other persons, all employees must receive the first dose of a two-dose vaccine (Moderna or Pfizer) by January 24, 2022 and be fully vaccinated within 30 days of receiving a first dose of a two-dose vaccine. References to “day(s)” in this Policy are construed as calendar days.

This policy is intended to comply with the federal Occupational Safety and Health Administration (OSHA) COVID-19 Emergency Temporary Standard (ETS) which will take effect on January 24, 2022.

Policy Requirements

All current employees regardless of employment status (full-time, part-time, seasonal/temporary, or student interns) must submit copies of their vaccination cards, including records of booster vaccination(s), or other documentation showing the date of their first dose to the Director of Human Resources & Risk Management by January 24, 2022.

This policy applies to all elected officials, appointed officials and volunteers of the Village.

Vendors with employees working in Village facilities on a recurring basis shall certify that employees have been fully vaccinated, including booster vaccination.

Employees who are already fully vaccinated, including booster vaccination are required to submit copies of their vaccination cards or other documentation to the Human Resources & Risk Management by January 24, 2022, if they have not already done so.

All newly hired employees regardless of employment status (full-time, part-time, or seasonal/temporary, student interns) must receive the first dose of a two-dose vaccine prior to the start of their employment.

Receipt of a single-dose vaccine, such as Johnson & Johnson does not satisfy this policy as all new employees must receive either the Pfizer or Moderna vaccination.

All newly hired employees who have been fully vaccinated prior to the date of hire must receive a Pfizer or Moderna booster vaccination within 30 days of becoming eligible to do so, as defined by guidance from the Centers for Disease Control and Prevention (CDC).

Additionally, all newly hired employees who have received one dose of a two-dose vaccine must receive the second dose within 30 days of their first day of employment.

All newly hired employees must provide supporting documentation of their COVID-19 vaccination status, including booster vaccination to Human Resources within 30 days of their first day of employment. The documentation submitted may be a copy of the employee's vaccination card or must come from a person or organization certified to administer the vaccine and should not contain any private medical, genetic or family health information (other than the vaccination status and dates).

Booster Vaccination

All employees must receive the Pfizer or Moderna booster vaccination within 30 days of becoming eligible to do so, as defined by the CDC.

Additionally, employees who originally received the Johnson & Johnson vaccination must receive the Pfizer or Moderna booster vaccination within 30 days of becoming eligible to do so, as defined by the CDC.

The Village will not accept a Johnson & Johnson booster vaccination to satisfy the fully vaccinated requirements of this policy.

Employees are considered fully vaccinated:

- Two weeks after receiving the second dose of a two-dose vaccine (e.g., Pfizer or Moderna), but not yet eligible to receive a booster vaccination; or
- Upon receiving the Pfizer or Moderna booster vaccination, if eligible; or
- Two weeks after receiving a Pfizer or Moderna booster vaccination if they originally received one dose of a single-dose vaccine (e.g., Johnson & Johnson).

Employees who are not fully vaccinated, including booster vaccination, when eligible, will be scheduled during their scheduled working time to obtain their vaccination(s) or booster, up to a maximum of one hour per dose. Employees must receive advance approval regarding how much time an employee needs to be vaccinated and any impacts on the employee's work schedule. If a reasonable accommodation is requested, you must submit the request for consideration on or before January 18, 2022 so that the circumstances can be reviewed on a case-by-case basis and the available options can be reviewed before the January 24, 2022 deadline.

Additionally, all employees considered to be fully vaccinated by March 3, 2022 will receive one additional 8.0 hour floating holiday on a one time, not recurring basis to be used by June 1, 2023.

Paid “COVID-19 Time” for Emergency COVID related absences ONLY:

Up to 80.00 hours of Paid “COVID-19 Time” away from work will be granted when medically necessary due to the employee’s own incapacity for the following reason(s) only, based on events that occur after the effective date of this Policy:

1. The employee is recovering from any injury, disability, illness, or condition related to a COVID-19 immunization, including booster vaccination.
2. The fully vaccinated employee is seeking or awaiting the results of a COVID-19 test or diagnosis because either the employee has been exposed to COVID-19 or the employer has requested the test or diagnosis.
3. The fully vaccinated employee is recovering from any injury, disability, illness, or condition related to COVID-19 after being diagnosed as COVID-19 positive and has been advised to quarantine by a licensed physician (and is medically unable to work remotely)

Additional conditions of receiving COVID 19 Time:

1. Paid COVID-19 Time off will run concurrently with otherwise unpaid FMLA time off both are applicable.
2. Employees are required to submit proof deemed satisfactory to management that verifies the employee is medically unable to report to work during periods that the employee is seeking to use Paid COVID-19 Time. The Village reserves the right to seek additional job-related medical information when deemed appropriate.
3. Paid COVID-19 Time may be used in minimum four (4) hour increments
4. Before using Paid COVID-19 Time off, the employee should consult with their Department Head and/or Human Resources to determine if a remote work assignment, reduced schedule or other form of reasonable accommodation is available to assist the employee in safely performing their essential job functions. Paid COVID Time off is not considered additional “sick” or “vacation time off” and is to be used for one of the above reasons only due to a medical condition or diagnosis related to the employee.
5. Paid COVID-19 Time available under this Policy must be used during the period from the effective date of this Policy through December 31, 2022.
6. Unused Paid COVID-19 Time will not be paid or carried over into subsequent calendar years and it will not be paid out if unused.
7. Employees returning to work after using Paid COVID-19 Time will be required to provide a release to return to work to verify that the employee has been evaluated by a health care provider and deemed to be safe to perform their essential job functions (either with or without a reasonable accommodation if medically necessary). This release to return to work may be in the form of a

negative PCR COVID-19 test and full compliance with all current CDC return to work guidelines.

8. Misuse or abuse of Paid COVID-19 Time will result in disciplinary action against the offender, that may include termination if the employee intentionally falsified a request for COVID-19 pay.

Medical and Religious Accommodations/Exemptions

Employees requesting an exemption from this policy due to medical reasons or a sincerely held religious belief must complete and submit the appropriate *Accommodation Request* form(s) (attached) to Human Resources by January 18, 2022. Exemptions will be granted where they do not cause the Village undue hardship or pose a direct threat to the health and safety of others. Exemptions cannot be granted solely for personal or philosophical reasons. The Village reserves the right to seek documentation or verification of the need for an exemption. Requests for an exemption will be considered on a case-by-case basis.

Employees granted an exemption from this policy must be masked at all times while in Village facilities except when eating or drinking in designated areas during break periods.

Employees granted an exemption from this policy will be required to practice increased infection control protocols including, but not limited to, physical distancing and subject to availability, weekly Village approved COVID-19 testing. The Village will maintain a list of approved tests and only the results from one of these approved tests will be accepted.

Employees granted an exemption must provide the Village with a negative Village approved COVID-19 test on a weekly basis. Test results will be reported to and documented by Human Resources.

Employees exempt from this policy who test positive for the COVID-19 virus must quarantine for at least 10 days before returning to work. Village will provide remote work opportunities for such Employees, when feasible and available, in the employer's sole discretion. Employees also may use accrued compensatory time (if, applicable), sick leave and/or vacation while quarantined. Employees without available leave will be absent without compensation.

The Village will pay for the testing process under only this section of this policy.

Employees granted a medical accommodation/exemption under this policy will be asked to recertify their continuing need for an accommodation/exemption on a basis consistent with the individual circumstances set forth in their original request.

Violations

Employees who violate this Policy will not be allowed to perform any services on behalf of the Village or enter Village premises for work related reasons. Employees will be suspended for one week without pay and issued a final warning if they do not timely obtain the first dose of the COVID-19 vaccine by January 24, 2022. Employees who violate this Policy a second time, including not obtaining a second dose of a two-dose vaccine or a booster vaccination on a timely basis, will be discharged. Exceptions will only be available to

Employees who have timely filed a request and received management approval in writing that a Medical or Religious Accommodation/Exemption has been granted.

Employees Covered by a Collective Bargaining Agreement

Employees who are covered by a collective bargaining agreement are similarly subject to this mandatory vaccination policy. In the event that this policy conflicts with a term of the collective bargaining agreement or a separate Vaccination Policy applicable to represented employees of the Buffalo Grove Fire Department or the Buffalo Grove Police Department, the more restrictive policy will govern. In all cases, employees who are in positions that are within the definition of “health care worker” (including EMS employees) are required to comply with the terms of the Governor’s Executive Order 2021-22 (Covid-10 Executive Order No. 88, issued on 9/3/2021). A copy of the Governor’s Executive Order is: <https://www.illinois.gov/government/executive-orders/executive-order.executive-order-number-22.2021.html>

Further guidance/questions

Please contact Director of Human Resources & Risk Management, Arthur A. Malinowski, with questions about this Policy by calling 847-459-2549.



Ordinance No. O-2022-10 : Ordinance Approving an Annexation Agreement for the Property at 15989 & 16051 Deerfield Parkway

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.

MZ Capital Partners (MZ) is the contract purchaser of the unincorporated 8.98 acre industrial property located at 15989 and 16051 Deerfield Parkway. They are requesting to annex the property into Buffalo Grove and proposing a multi-family development on the property. As proposed, the project requires annexation with a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations to the Zoning and Sign Ordinance. Further information and exhibits can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.

ATTACHMENTS:

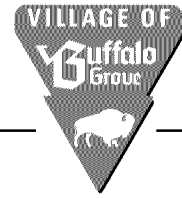
- BOT Memo Regarding Annex Agreement (DOCX)
- Ordinance Approving Annexation Agreement (DOCX)
- Annexation Agreement (DOCX)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Tuesday, January 18, 2022

VILLAGE OF BUFFALO GROVE



DATE: January 13, 2022

TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Director of Community Development

SUBJECT: Consider Approval of the Annexation Agreement for 15989 and 16051 Deerfield Parkway

BACKGROUND

MZ Capital Partners (MZ) is the contract purchaser of the unincorporated 8.98 acre industrial property located at 15989 and 16051 Deerfield Parkway. They are requesting to annex the property into Buffalo Grove and proposing a multi-family development on the property. As proposed, the project requires annexation with a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations to the Zoning and Sign Ordinance. The complete list of the variations is included in Section 36 of the attached draft annexation agreement. ***Further information and exhibits can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.***

ACTION REQUESTED

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

ORDINANCE NO. 2022 - __

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT

15989 AND 16051 DEERFIELD PARKWAY

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 January 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:

Christopher Stilling
Deputy Village Manager
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:**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER (BY DEED RECORDED JUNE 28, 1851, IN BOOK "P" OF DEEDS, PAGE 10) WHICH POINT IS 140.58 FEET EAST AND 134.64 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; RUNNING THENCE SOUTH 89 DEGREES WEST 486.33 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 TO THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474); THENCE EASTERLY ON SAID DEED LINE TO A POINT ON A LINE 140.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE SOUTH 1021.29 FEET TO THE POINT OF BEGINNING (EXCEPT ANY PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER (BY DEED RECORDED JUNE 28, 1851, IN BOOK "P" OF DEEDS, PAGE 10) WHICH POINT IS 140.58 FEET EAST AND 134.64 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG A LINE 140.58 FEET EAST OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 564 FEET FOR A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY 722.06 FEET TO A POINT ON THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474) WHICH POINT IS 399.31 FEET WEST FROM THE EAST LINE OF SAID SECTION 28 AS MEASURED ALONG CHARLES WISCHMAN DEED LINE; THENCE EAST ALONG CHARLES WISCHMAN DEED LINE 340.83 FEET; THENCE SOUTHEASTERLY 266.47 FEET TO A POINT 140.58 FEET EAST OF MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 27 AND 281.29 FEET NORTH OF THE POINT OF BEGINNING), AND ALSO THAT PART THEREOF CONVEYED TO THE COUNTY OF LAKE BY INSTRUMENT DATED SEPTEMBER 27, 1973 AND RECORDED OCTOBER 1, 1973 AS DOCUMENT 1636981, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

Annexation Agreement

1/10/22

**ANNEXATION AGREEMENT
15989 AND 16051 DEERFIELD PARKWAY
MZ CAPITAL ACQUISITIONS, LLC**

This agreement (hereinafter referred to as the "Agreement") 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 MZ Capital Acquisitions, LLC, 400 Skokie Blvd, Suite 580, Northbrook, IL 60062 (hereinafter referred to as "Developer") and Chicago Title Land Trust Company, as successor trustee to Michigan Avenue National Bank of Chicago, as trustee UTN 2139 (hereinafter referred to as "Owner")

W I T N E S S E T H:

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 8.9042 acres legally described and identified in the Legal Description, attached hereto as EXHIBIT A and made a part hereof, and which real estate is contiguous to the corporate limits of the Village; and,

WHEREAS, a Plat of Annexation, including certain street right-of-way adjacent to the Property, is attached hereto as EXHIBIT B, which depicts a total area of 8.9042 acres to be annexed; and,

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

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

pursuant to a certain Preliminary Plan prepared by Torch Architecture and dated as last revised November 1, 2021 and also a certain Preliminary Engineering Plan prepared by Kimley Horn and dated September 2, 2021, (hereinafter jointly referred to as "Preliminary Plan") a copy of which Preliminary Plan is attached hereto as EXHIBITS C and D and incorporated herein, and subject to all other exhibits attached hereto or incorporated by reference herein. Said development of the Property shall consist of 120 apartment units to be constructed by the Developer.

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

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

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

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

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

2. Agreement: Compliance and Validity. The Owner and Developer has filed with the Village Clerk of the Village a proper petition pursuant to and in accordance with the provisions of Section 5/7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) and as the same may have been modified by the Village's Home Rule powers, conditioned on the execution of this Agreement

and the compliance with the terms and provisions contained herein, to annex the Property to the Village. It is understood and agreed that this Agreement in its entirety, together with the aforesaid petition for annexation, shall be null, void and of no force and effect unless the Property is validly annexed to the Village and is validly zoned and classified in the R-9 District, all as contemplated in this Agreement. No portion of the Property shall be disconnected from the Village without the prior written consent of its Corporate Authorities.

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

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

5. Approval of Plans. The Corporate Authorities hereby approve the Preliminary Plan (EXHIBITS C and D) and Exhibits E and F pursuant to the provisions of the Development Ordinance. The Corporate Authorities agree to approve a Development Plan (including a plat of 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 Exhibits E and F, and
- b) conform to the terms of this Agreement and all applicable Village Ordinances as amended from time to time; and
- c) conform to the approved Development Improvement Agreement as amended from time to time.

6. Compliance with Applicable Ordinances. The Developer 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. Developer, in the development of the Property, shall comply with the standards set forth in the Village of Buffalo Grove Development Ordinance as amended from time to time. Notwithstanding the foregoing, the Village shall not apply new ordinances or regulations to the Property to the extent that the ordinances or regulations would prevent development of the Preliminary Plan approved herein.

7. Amendment of Plan. If the Developer desires to make changes to the Preliminary Plan, or Exhibits, as herein approved, the parties agree that such changes to the Preliminary Plan 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 Preliminary Plan. The Corporate Authorities may, in their sole discretion, require additional public hearings and may review the commitments of record contained in this Agreement, including, but not limited to fees, prior to final consideration of any change to the Preliminary Plan and Exhibits. The Village Manager is hereby authorized to approve such minor changes as he deems appropriate.

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

Village.

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

10. Storm and Sanitary Sewer Provisions.

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

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

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

12. Owner/Developer Recapture of Utility Costs. It is further understood and agreed that a portion of the sanitary sewer, storm sewer, and/or watermain to be constructed and installed by the Developer to serve the proposed development on the Property (hereinafter referred to as "Owner's Improvements") may benefit neighboring properties not owned by the Developer, thus making such utility service available thereto. The Corporate Authorities agree to adopt an ordinance to permit the Developer to recapture from such neighboring property owners as may be benefited by the Developer's Improvements, that portion of the actual costs and installation of Developer's Improvements, in such proportionate amounts from such neighboring property owners as may be so benefited as determined by the Village. Said recapture ordinance shall only be enforceable for seven (7) years from its passage. The Village and Developer agrees to use their best efforts to cooperate to achieve the most practical and feasible route to the off-site utilities connection points. The Village agrees to cooperate with the Developer in effectuating recapture from future developers and property owners as appropriate. The Village shall be entitled to a five percent (5%) fee from any amounts hereby recaptured as and for its collection efforts.

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

14. Security for Public and Private Site Improvements. Security for public and private site improvements shall be provided in accordance with the Development Ordinance, and the Development Improvement Agreement (EXHIBIT G) as amended from time to time. Any letter of

credit issued for such improvements shall be drawn on a financial institution of net worth reasonably satisfactory to the Village Attorney. The issuer may have an equitable or lending interest in the Property provided that the letter of credit, either by its own terms or by separate written assurances of the issuer, shall be honored irrespective of that interest. The Village shall have the right to draw up to the full amount of the letter of credit in order to complete, and have formal acceptance of, all improvements secured by the letter of credit.

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

EXHIBIT A	Legal Description
EXHIBIT B	Plat of Annexation
EXHIBIT C	Preliminary Plan
EXHIBIT D	Preliminary Engineering Plan
EXHIBIT E	Landscaping Plan
EXHIBIT F	Architectural Rendering & Signage
EXHIBIT G	Sample Development Improvement Agreement

16. Annexation Fee. Developer agrees to pay an annexation fee of \$1,500 per unit for the 120 units, which fee shall be payable pro rata at issuance of building permits. This fee, however, shall be paid in full prior to the expiration of this Agreement.

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

and to the extent practicable, the Village may review said modifications administratively. Major changes may be subject to review by the Appearance Review Team (ART) and/or the Planning & Zoning Commission.

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

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

- a. all private roadways, emergency access, sidewalks and bikepaths on the Property;
- b. the stormwater facility and drainage system; parking and landscaping areas;
- d. clubhouse and pool area; and
- e. snow removal for private roadways, private driveways and public sidewalks and storage of excess snow in appropriate off-street locations which shall not in any way impede the Village's snow removal operations on public streets.

The provisions of this Section 18 shall survive expiration of the term of this Agreement.

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 and the summary memo from Johnson Research Group dated December 15, 2021.

20. School District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding school

donations. Developer agrees to make cash contributions to the Village for conveyance to School Districts 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, 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. Intentionally Omitted

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

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

26. Term of Agreement. This Agreement is binding upon the Property, the parties

hereto and their respective grantees, successors and assigns for a term of twenty (20) years from the date of this Agreement. Developer is under contract to purchase the Property from Owner, with a closing date on or before December 31, 2022 after the Village has approved this Agreement. As such, the Village acknowledges that, upon closing, MZ Capital Acquisitions, LCC, or an entity which controls, is controlled by or is under common ownership with MZ Capital Acquisitions, LCC shall be entitled to develop the Property consistent with this Agreement. Otherwise, this Agreement shall not be assigned to any other party or entity without prior written consent of the Village Manager. If the Developer fails to close on the Property on or before December 31, 2022, all rights and benefits of this Agreement and the approved Planned Unit Development and Rezoning Ordinances shall not be given to the Owner and the Property 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.

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

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

If to /Owner/Developer: Michael H. Zaransky and Brad Zaransky
MZ Capital Acquisitions, LLC
400 Skokie Blvd., Suite 580
Northbrook, Illinois 60062

Copy to: Lawrence M. Freedman
Ash, Anos, Freedman & Logan, L.L.C.
95 Revere Drive, Suite G
Northbrook, Illinois 60062

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

29. Default.

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

30. Litigation.

- a. The Developer, at its cost, shall be responsible for any litigation which may arise relating to the annexation, zoning and development of the Property. Developer shall cooperate with the Village in said litigation but Developer's counsel will have principal responsibility for such litigation.
- b. The Developer shall reimburse the Village for reasonable attorneys' fees, expenses and costs incurred by the Village resulting from litigation relating to the annexation, zoning and development of the Property or in the

enforcement of any of the terms of this Annexation Agreement upon a default by the Developer.

- c. Developer hereby indemnifies and holds the Village harmless from any actions or causes of action which may arise as a result of development activities for which the Owner/Developer is responsible.

31. Indemnification Concerning Recapture. 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.

32. Special Conditions.

- a. It is understood and agreed that upon annexation the Village will issue new street address(es) for building(s) on the Property to ensure proper identification for provision of services, and Developer shall use said Village address(es) in place of current address(es) assigned by Lake County. Developer is also required to contact the Buffalo Grove Post Office and submit a change of address(es) requesting use of the address(es) as assigned by the Village.

- b. Developer and/or Owner 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 Owner/Developer within sixty (60) days of the date of this Agreement.

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

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

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

36. Variation Provisions

- a. Variation to Section 17.20 of the Zoning Ordinance is hereby granted allowing for private streets as depicted on the Preliminary Plan; and
- b. Variation to Section 17.28.050 is hereby granted reducing the required

- perimeter setback as depicted as depicted on the Preliminary Plan; and
- c. Variation to Section 17.28.050 is hereby granted reducing the minimum building separations as depicted on the Preliminary Plan; and
- d. Variation to Section 17.40.040 of the Zoning Ordinance is hereby granted decreasing the minimum front yard, interior side yard, corner side yard and rear yard setbacks as depicted on the Preliminary Plan; and
- e. Variation to Chapter 14.16.010 of the Sign Ordinance is hereby granted for a ground sign encroaching into the required front yard setback and exceeding the minimum size requirements.

37. Developer Obligations

- a. The proposed development of 120-apartment units shall conform to the plans and conditions provided in this Agreement and in the Planned Development 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 shall be revised in a manner acceptable to the Village.
- e. Prior to the start of construction, a cross access easement agreement with the property owner to the east shall be submitted in a manner and form acceptable to the Village.
- f. The existing cell tower shall be considered legal non-conforming and shall not be improved or expanded upon unless approved by the Village in accordance with Chapter 17.34 of the Buffalo Grove Zoning Ordinance. Should the existing cell tower not be operated for a continuous period of six months, it shall be considered abandoned and Developer will cooperate with the Village to cause the owner of said cell tower to remove it accordance with Chapter 17.34 of the Buffalo Grove Zoning Ordinance.

38. Construction Trailer. Village agrees to permit Developer to maintain a construction trailer on the Property, subject to the review and approval of the Village, which shall

be removed upon the issuance of an occupancy certificate for the last residential building.

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.

VILLAGE OF BUFFALO GROVE

By _____

Beverly Sussman, Village President

ATTEST:

By _____

VILLAGE CLERK

OWNER/DEVELOPER:

MZ Capital Acquisitions, LLC

By _____

Printed Name and Position

OWNER/DEVELOPER:

By _____

Printed Name and Position

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

Mail to:

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

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER (BY DEED RECORDED JUNE 28, 1851, IN BOOK "P" OF DEEDS, PAGE 10) WHICH POINT IS 140.58 FEET EAST AND 134.64 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; RUNNING THENCE SOUTH 89 DEGREES WEST 486.33 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 TO THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474); THENCE EASTERLY ON SAID DEED LINE TO A POINT ON A LINE 140.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE SOUTH 1021.29 FEET TO THE POINT OF BEGINNING (EXCEPT ANY PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER (BY DEED RECORDED JUNE 28, 1851, IN BOOK "P" OF DEEDS, PAGE 10) WHICH POINT IS 140.58 FEET EAST AND 134.64 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG A LINE 140.58 FEET EAST OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 564 FEET FOR A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY 722.06 FEET TO A POINT ON THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474) WHICH POINT IS 399.31 FEET WEST FROM THE EAST LINE OF SAID SECTION 28 AS MEASURED ALONG CHARLES WISCHMAN DEED LINE; THENCE EAST ALONG CHARLES WISCHMAN DEED LINE 340.83 FEET; THENCE SOUTHEASTERLY 266.47 FEET TO A POINT 140.58 FEET EAST OF MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 27 AND 281.29 FEET NORTH OF THE POINT OF BEGINNING), AND ALSO THAT PART THEREOF CONVEYED TO THE COUNTY OF LAKE BY INSTRUMENT DATED SEPTEMBER 27, 1973 AND RECORDED OCTOBER 1, 1973 AS DOCUMENT 1636981, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B
PLAT OF ANNEXATION

EXHIBIT C
PRELIMINARY PLAN

EXHIBIT D

PRELIMINARY ENGINEERING PLAN

EXHIBIT E

LANDSCAPING PLAN

EXHIBIT F

ARCHITECTURAL RENDERINGS AND SIGNAGE

EXHIBIT G

SAMPLE DEVELOPMENT IMPROVEMENT AGREEMENT



**Ordinance No. O-2022-11 : Ordinance Annexing the Property at
15989 & 16051 Deerfield Parkway**

Recommendation of Action

Staff recommends that the Village Board approve an Ordinance annexing the property at 15989 & 16051 Deerfield Parkway.

MZ Capital Partners (MZ) is the contract purchaser of the unincorporated 8.98 acre industrial property located at 15989 and 16051 Deerfield Parkway. They are requesting to annex the property into Buffalo Grove and proposing a multi-family development on the property. As proposed, the project requires annexation with a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations to the Zoning and Sign Ordinance. 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:

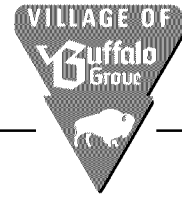
- BOT Memo Regarding Annexation (DOCX)
- Ordinance Annexing Property (DOCX)
- Exhibit B Plat of annexation (PDF)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Tuesday, January 18, 2022

VILLAGE OF BUFFALO GROVE



DATE: January 13, 2022

TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Director of Community Development

SUBJECT: Ordinance Annexing 15989 and 16051 Deerfield Parkway

BACKGROUND

MZ Capital Partners (MZ) is the contract purchaser of the unincorporated 8.98 acre industrial property located at 15989 and 16051 Deerfield Parkway. They are requesting to annex the property into Buffalo Grove and proposing a multi-family development on the property. As proposed, the project requires annexation with a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations to the Zoning and Sign Ordinance. The complete list of the variations is included in Section 36 of the attached draft annexation agreement. ***Further information and details about the project can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.***

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance annexing the property at 15989 and 16051 Deerfield Parkway.

ORDINANCE NO. 2022 - __

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

15989 AND 16051 DEERFIELD PARKWAY

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

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

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

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

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

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

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

This document was prepared by:

Christopher Stilling
Deputy Village Manager
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:

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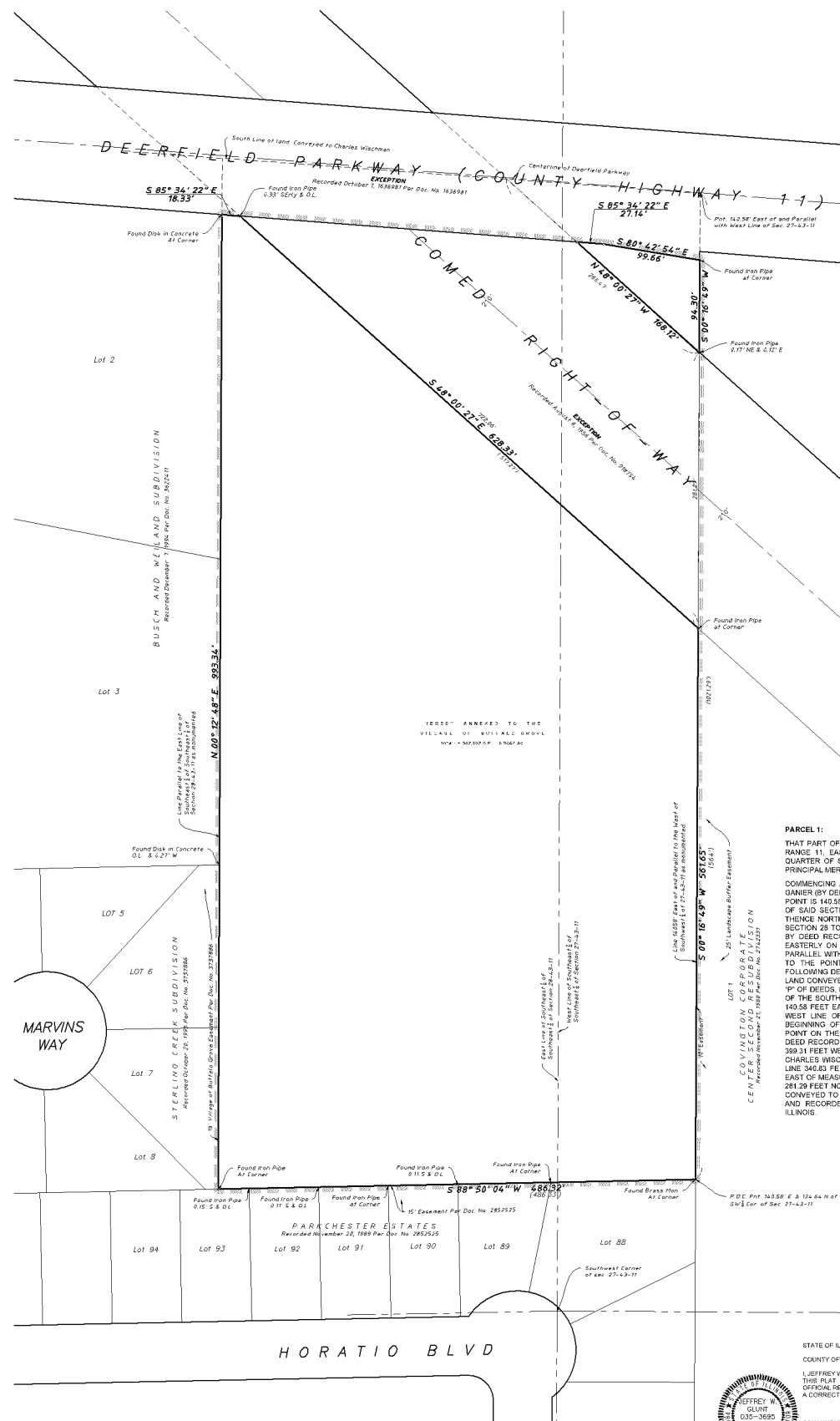
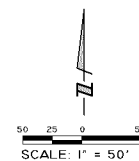
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EXHIBIT B

Plat of Annexation

Attachment: Ordinance Annexing Property (O-2022-11 : Ordinance Annexing the Property at 15989 & 16051 Deerfield Parkway)

PLAT OF ANNEXATION TO THE VILLAGE OF BUFFALO GROVE



PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }

I, JEFFREY W. GUNT, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION, FROM SURVEYS AND OFFICIAL RECORDS, FOR THE USE AND PURPOSES HEREIN SET FORTH AND THAT THE PLAT IS A CORRECT REPRESENTATION OF THE PERSON CAPTIONED PROPERTY.



SCHAUMBURG, ILLINOIS OCTOBER 14, 2021

BY: ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3685

EXPIRES 11-30-22

Originally Prepared: 10.14.2021 Project No. 21-127

HAEGER ENGINEERING
consulting engineers • land surveyors

103 East Lake Parkway, Schaumburg, IL 60193
Tel: 847.371.4400 Fax: 847.371.4408
Illinois Professional Design Firm License No. 184-00312
www.haegerengineering.com



Ordinance No. O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield Parkway

Recommendation of Action

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

MZ Capital Partners (MZ) is the contract purchaser of the unincorporated 8.98 acre industrial property located at 15989 and 16051 Deerfield Parkway. They are requesting to annex the property into Buffalo Grove and proposing a multi-family development on the property. As proposed, the project requires annexation with a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with variations. 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 and PUD (DOCX)
- Ordinance Rezoning and PUD (DOCX)
- Exhibit B Plan Set (PDF)
- Exhibit C PZC Minutes(PDF)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Tuesday, January 18, 2022

VILLAGE OF BUFFALO GROVE



DATE: January 13, 2022

TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Director of Community Development

SUBJECT: Ordinance Annexing 15989 and 16051 Deerfield Parkway

BACKGROUND

MZ Capital Partners (MZ) is the contract purchaser of the unincorporated 8.98 acre industrial property located at 15989 and 16051 Deerfield Parkway. They are requesting to annex the property into Buffalo Grove and proposing a multi-family development on the property. As proposed, the project requires annexation with a rezoning to R9 Multiple-Family District along with a special use for a Residential Planned Unit Development, approval of a Plat of Subdivision and Preliminary Plan with the following variations:

Zoning Ordinance

1. Variation to Section 17.20 allowing for private streets as depicted on the plans submitted as part of the petition.
2. Variation to Section 17.28.050 reducing the required perimeter setback as depicted on the plans submitted as part of the petition.
3. Variation to Section 17.28.050 reducing the minimum building separations as depicted on the plans submitted as part of the petition.
4. Variation to Section 17.40.040 decreasing the minimum front yard, interior side yard, corner side yard and rear yard setbacks as depicted on the plans submitted as part of the petition.

Sign Code

1. Variation to Chapter 14.16.010 to allow for a ground sign encroaching into the required front yard setback and exceeding the minimum size requirements as depicted on the plans submitted as part of the petition.

Further information and details about the project can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.

ACTION REQUESTED

Staff recommends that the Village Board approve an ordinance granting approval of the multi-family development at 15989 and 16051 Deerfield Parkway.

ORDINANCE NO. 2022- __

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

15989 AND 16051 DEERFIELD PARKWAY

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, MZ Capital Acquisitions, LLC an Illinois limited liability company ("Applicant") applied for a zoning map amendment and a special use for a residential planned unit development; and

WHEREAS, notice of public hearing for a map amendment and a special use with variations for a planned unit development has been given and a public hearing was held on December 15, 2021 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, Special Use and Variations. A zoning map amendment from R-E One-Family Residential District to the R9 Multiple-Family Residential District is granted for the property described in Exhibit A ("Property"). The Comprehensive Zoning Ordinance of the Village of Buffalo Grove, Cook and Lake Counties, Illinois as amended and the Village's Official Zoning Map is hereby further amended to reflect the zoning districts for the Property. A special use for a Residential Planned Unit Development is granted for the Property. The special use shall run with the use and not with the land. The following variations for the Property are

also hereby granted:

- a. Variation to Section 17.20 of the Zoning Ordinance is hereby granted allowing for private streets as depicted on the Preliminary Plan; and
- b. Variation to Section 17.28.050 is hereby granted reducing the required perimeter setback as depicted as depicted on the Preliminary Plan; and
- c. Variation to Section 17.28.050 is hereby granted reducing the minimum building separations as depicted on the Preliminary Plan; and
- d. Variation to Section 17.40.040 of the Zoning Ordinance is hereby granted decreasing the minimum front yard, interior side yard, corner side yard and rear yard setbacks as depicted on the Preliminary Plan; and
- e. Variation to Chapter 14.16.010 of the Sign Ordinance is hereby granted for a ground sign encroaching into the required front yard setback and exceeding the minimum size requirements.

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: Specific Conditions. The Special Use for a Residential Planned Unit development shall have the same conditions and obligations agreed to in the Annexation Agreement which shall survive the expiration of the Annexation Agreement and remain in effect unless modified by agreement or by law.

Section 4. This Ordinance shall be in full force and effect on and after its passage and approval according to law. This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

This document was prepared by:

Christopher Stilling
Deputy Village Manager
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:

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EXHIBIT B
Plan Set

EXHIBIT C
Minutes from the 12/15/21 PZC Meeting



MZ Capital Partners

Private Equity Real Estate Investment

Northbrook based MZ Capital Partners, an award winning national multifamily development firm, proposes to redevelop the current site with a high-end luxury low density rental apartment community. The proposed townhome-style apartments consist of 120 units contained in 6 low-rise two-story buildings, with 250 parking spaces. Additionally, an amenity rich curated clubhouse would contain a leasing center/management office, top of the line fitness center, work from home private suites, and a resort style swimming pool and deck. The well landscaped lush treed and aesthetically pleasing site plan and elevation renderings are provided for further context.

MZ Capital Partners has been recognized as one of the fastest growing private companies in American by INC Magazine by inclusion of the INC 500 list and was recognized as the Best Place to Work in the multifamily business by the National Apartment Association. The firm develops and owns multifamily properties nationwide, however, corporate offices are based in Illinois and company principals were born and raised and continue to reside in the Chicago area. The company brochure is attached for an overview of further background and experience.

The site was identified for purchase and redevelopment due to the positive demographics and increasing demand for high end rentals within the Buffalo Grove market and the desire of MZ Capital principals to proudly develop a showplace community within their own community and a short ride from their office and homes. The submarket proximate to the site and the close proximity to the Sid Mathias Buffalo Grove Metra stop serve as major drivers of rental demand for the location.

The proposed community, intentionally is designed in a two-story townhome like suburban design rather than the more common 21st century suburban garden style bulk three story construction concepts typically built. The building heights are consistent with the single-family residential property heights that adjoin the site. While the Buffalo Grove Code set back requirement is 35' from adjacent lots, the entire South property line proposed set back has been increased by an additional 11'to 15' for a total setback of between 46' to 50'. Furthermore, landscaping has been greatly enhanced throughout the proposed community as shown on the site plan. In particular, more robust landscaping has been added along the property site lines to the South and West as an additional buffer between the adjacent residential properties.

Outreach and agreement with the adjacent industrial property owner has occurred and the concept of an emergency access road between the adjoining properties has been agreed to. Initial communication with ComEd regarding moving of the existing right of way easement for entry to the site to the area shown on the proposed site plan has been made and we are confident of our ability to get sign off on the proposal with ComEd as part of the zoning and annexation process. Our professional team, engineering, and legal representatives have dealt with ComEd in the past on similar issues and we are confident in a favorable conclusion.

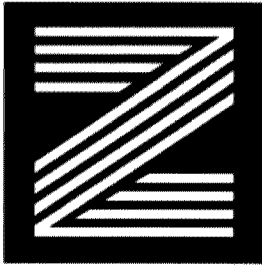
The proposed redevelopment is low density by today's development standards as well as compared to surrounding existing Buffalo Grove multifamily use sites.

The existing multifamily site across the street, commonly known as Windbrooke Crossing, with the street address 1160 Windbrooke is 13.78 acres and holds 236 apartments. (13.78 dwellings per acre)

The next closest multifamily use to the proposed new development site is the Wheatlands located just east at 1200 Deerfield Parkway. That site is 17.61 acres and holds 352 apartments. (19.98 dwellings per acre)

The proposed site development concept plan is on 8.98 net acres holding 120 units, is less dense than the two nearby multifamily approved and built developments and, subjectively, is a much more aesthetically pleasing upscale proposal. (13.36 dwellings units per acre).

It is believed that the proposed low-density development will improve the community, provide for the increased need for high end luxury rental housing near transit within Buffalo Grove, and significantly enhance the site as compared to the current use.



MZ Capital Partners

Private Equity Real Estate Investment

October 25, 2021

Ms. Rati Akash
Village Planner, Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Re: 16051 Deerfield Pkwy. Comments from PZC Concept Meeting 8/4/21

Dear Rati:

We wish to address the comments from the PZC Concept Review Meeting held on August 4, 2021 as follows:

Existing Cell Tower Distance and Aesthetics

Cell Towers are considered public utilities under the Illinois Messages Act 55 ILCS 5/5-12001.1.1 and are permitted by right in all zoning districts. Regulation of cell towers, including public safety issues, rests at the federal level with the FCC.

The subject property cell tower is located over 59 feet from the closest proposed residential building on the site.

MZ Capital Partners site and landscape plan for the proposed development includes a major aesthetic enhancement to the screening and buffers that currently exist around the fencing and base of the existing cell tower as well as the installation of a dedicated paved access road for the servicing and maintenance of the cell tower.

Screening from Adjacent Properties

The proposed landscape plan provides for both a new 6-foot fence and new landscaping as a screen between adjacent properties. In addition to landscaping and trees throughout the property, the new landscape plan includes the addition of 55 Evergreen Trees of 6' in height at installation and 10 Canopy Trees between the property and the adjacent single family home parcels. In addition, the entire site will be heavily landscaped and the intensive commercial/industrial use, which includes truck trailer storage, will be changed to lower intensity two story residential. The existing industrial building, with deferred maintenance issues, will be demolished and replaced with brand new two-story residential structures consistent with the height of a single-family home. The closest lot line distance from a new proposed low-rise residential building to an adjacent existing single-family home will be from between 43 feet and 50 feet exceeding the minimum Buffalo Grove code set back requirement of 30 feet. The existing electrical substation in the adjacent Commonwealth Edison right of way is screened with shrubs and bushes.

School District Impact

The independently prepared school impact study furnished in connection with the proposal indicates a minimal impact on both school districts as a result of the proposed development. Furthermore, the study indicates a very substantial positive school district fiscal impact based upon the projected increase in real estate taxes vs. the cost of educating the projected small incremental number of school attendees.

Parking-Traffic

The proposed project plan exceeds Buffalo Grove requirements for on-site parking spaces for a 120-unit apartment community and was found by the independent traffic/parking consultant to be more than adequate. In addition, the consultant traffic report prepared indicates a minimal effect on traffic on the adjacent roadways as a result of the proposed development.

Additional Parcel on Deerfield Parkway

The proposed development plan calls for the use of this additional parcel for a monument sign identifying the property. The proposed signage specifications and rendering has been submitted for approval as part of the proposed development.

New Roads within the property

All roads within the property will be private and will be maintained by the property owner. There will be no HOA as the community will be a single owner 120-unit apartment rental community.

Water and Sewer

Water and sewer taps will be completed with the immediately adjacent industrial property to the east via an easement.

Existing Trees

MZ Capital Partners has spent considerable time on developing a landscape plan in close consultation with Buffalo Grove staff and the Landscape Architect. The proposed plan does not include keeping the existing trees as a result of Buffalo Grove staff's recommendation against the advisability of keeping the existing, poor condition low probability of continued longevity and health, trees in place.

Pedestrian Walkways

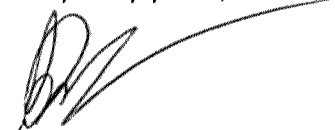
Walkways within the proposed development plan have been enhanced to include a pedestrian walkway connecting the property to the existing adjacent bicycle path which provides pedestrian access to the nearby Metra station.

Environmental/Energy Impact

Planning for the future, the development parking lot and garages will have underground wiring for electric vehicle charging stations. The building will be constructed to the highest energy standards of the International Energy Code using high efficiency HVAC systems, energy star appliances, and other environmentally sound construction materials. The building will be built to an energy efficient standard enabling receipt of industry energy efficient designations as well as an energy savings federal income tax credit pursuant to section 4L of the Internal Revenue Service Code.

We look forward to continuing to work with you and staff cooperatively on bringing this exciting project to fruition. Please let us hear from you if you need any additional information or with any questions or comments.

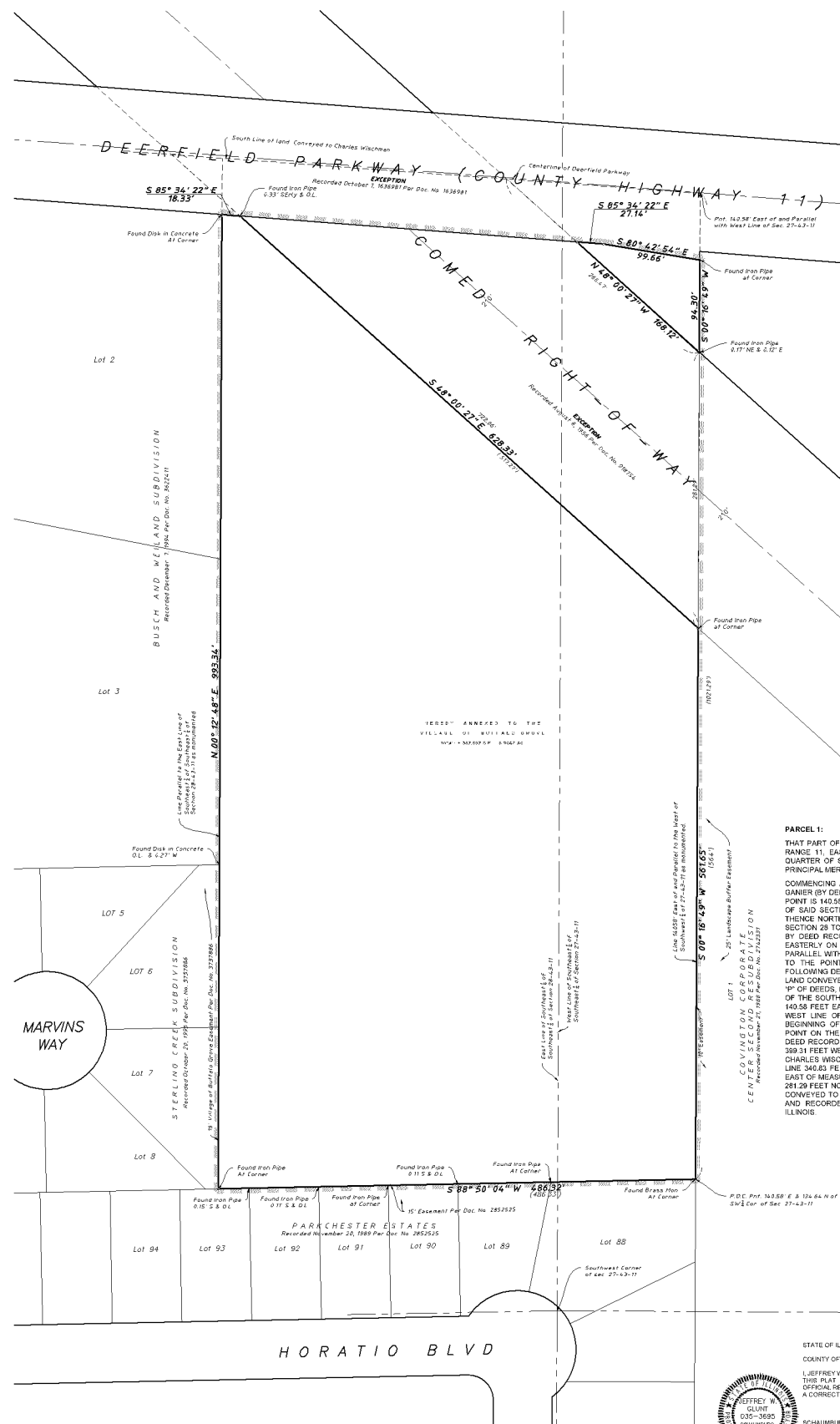
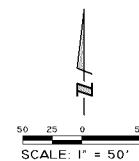
Very truly yours,



Brad Zaransky
Principal



PLAT OF ANNEXATION TO THE VILLAGE OF BUFFALO GROVE



PARCEL 1:
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SCHAUMBURG, ILLINOIS OCTOBER 14, 2021.
BY: _____ ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3685
EXPIRES 11-30-22

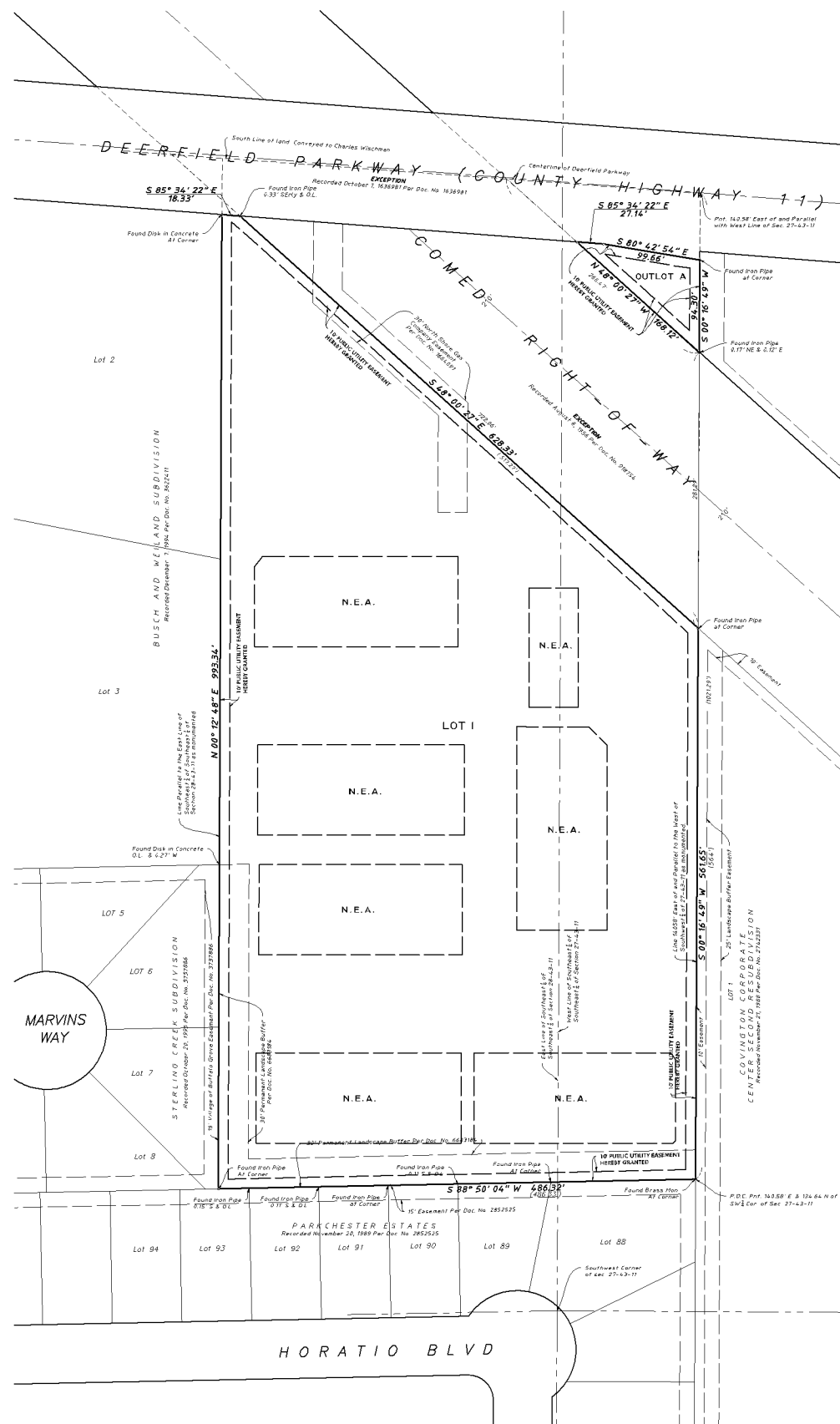
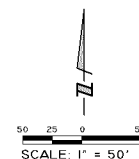
Originally Prepared: 10.14.2021 Project No. 21-127

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Tel. 847.371.4000 Fax 847.371.4008
Illinois Professional Design Firm License No. 184-003102
www.haegerengineering.com

FINAL PLAT
OF
DEERFIELD PARKWAY

BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 27, AND THE
SOUTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 43 NORTH, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY ILLINOIS.

SHEET 1 OF 2



LEGEND

	Concrete Monument
	Set or Found, as noted
	New Lot Lines
	Boundary Line
(R)	Record
(M)	Measured
N.E.A.	Non Easement Area

SURVEYOR'S NOTES:

1. THE BASIS OF BEARING SHOWN HEREON BASED ON NAD 83(2011) ILLINOIS EAST ZONE 1201 STATE PLANE COORDINATES AS REFERENCED FROM KARA COMPANY'S RTK NETWORK.
2. UNLESS OTHERWISE NOTED, 3/4" DIAMETER IRON PIPES WILL BE SET AT ALL LOT CORNERS IN ACCORDANCE TO THE PLAT ACT (765 ILCS 265/0.01 ET SEQ.).
3. STORMWATER INFRASTRUCTURE MAINTENANCE ACTIVITY AND RESPONSIBILITY LANGUAGE IS LOCATED WITHIN THE APPROVED STORMWATER MANAGEMENT REPORT.

Originally Prepared: 10.21.2021

Project No. 21-127


HAEGER ENGINEERING
consulting engineers • land surveyors

100 East State Parkway, Schaumburg, IL 60193
Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Designers' License No. 184-000

MAIL PLAT TO:

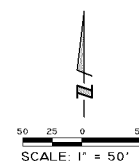
HAEGER ENGINEERING LLC
CONSULTING ENGINEERS AND LAND SURVEYORS
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173FINAL PLAT
OF
DEERFIELD PARKWAY

SHEET 2 OF 2

PREPARED BY:
HAEGER ENGINEERING, LLC
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173
(847) 394-6600

PREPARED FOR:

SEND SUBSEQUENT TAX BILLS TO:



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE PROPERTY DESCRIBED ON THE ANNEXED 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 HEREBY RESERVES FOR THE VILLAGE OF BUFFALO GROVE, AT&T, NORTH SHORE GAS, COMCAST, AND THE COMMONWEALTH EDISON COMPANY, THE EASEMENT PROVISIONS WHICH ARE STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNERS KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICTS:

SCHOOL DISTRICT 103
ADLAI E STEVENSON HSD 125

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

SIGNED: _____

PRINTED NAME AND TITLE _____

ADDRESS: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

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

WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED SAID INSTRUMENT AS HIS/HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

GENERAL VILLAGE EASEMENT PROVISIONS

AN EASEMENT FOR PURPOSES INCLUDING, BUT NOT LIMITED TO WATER SUPPLY AND DISTRIBUTION, SEWERAGE, STORM SEWER AND DRAINAGE IS HEREBY RESERVED FOR AND GRANTED TO

VILLAGE OF BUFFALO GROVE

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED FOR PURPOSES INCLUDING, BUT NOT LIMITED TO, WATER SUPPLY AND DISTRIBUTION, SEWERAGE, AND ALSO THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN AND REPAIR THE STORM SEWER AND DRAINAGE SYSTEM IN, UNDER, ACROSS, ALONG, AND UPON THE SURFACE OF THE PROPERTY WITHIN LOTS 7, 8, AND 9 SHOWN HEREON, ALSO GRANTED HERewith IN THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN LOTS 7, 8 AND 9 WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC SOUNDS AND SIGNALS AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

VILLAGE OF BUFFALO GROVE

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, INCLUDING BUT NOT LIMITED TO, TELEVISION, CATA AND RADIO SIGNALS AND COMMUNICATION IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY WITHIN LOT 7, 8 AND 9 SHOWN HEREON, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN LOTS 7, 8 AND 9 WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

CORPORATE AUTHORITY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTY, ILLINOIS, DATED THIS ____ DAY OF _____, 20____.

VILLAGE PRESIDENT _____

ATTEST: _____

VILLAGE CLERK _____

PLANNING & ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

APPROVED BY THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTY, ILLINOIS, DATED THIS ____ DAY OF _____, 20____.

BY: _____

CHAIRMAN _____

ATTEST: _____

SECRETARY _____

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTY, ILLINOIS, DATED THIS ____ DAY OF _____, 20____.

VILLAGE ENGINEER _____

VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE PROPERTY DESCRIBED IN THE PLAT HEREON DRAWN, DATED AT BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, DATED THIS ____ DAY OF _____, 20____.

BY: _____

VILLAGE COLLECTOR _____

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
AT&T COMMUNICATIONS

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLE GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN LOTS 7, 8 AND 9 AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AS 'COMMON ELEMENTS', TOGETHER WITH THE RIGHTS TO INSTALL, REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENT THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN LOT 7, 8 AND 9 WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM 'COMMON ELEMENTS' SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE 'CONDOMINIUM PROPERTY ACT', CHAPTER 785 ILCS 050/02, AS AMENDED FROM TIME TO TIME.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEE AT COST OF THE GRANTEE/LOT OWNER, UPON WRITTEN REQUEST.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTH SHORE GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, OVER AND IN LOTS 7, 8 AND 9, SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO. NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH 'EASEMENT' AREAS, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

EASEMENTS APPROVED AND ACCEPTED

AT&T COMMUNICATIONS _____

APPROVED BY: _____ THIS ____ DAY OF _____, 20____.

COMMONWEALTH EDISON COMPANY _____

APPROVED BY: _____ THIS ____ DAY OF _____, 20____.

NORTH SHORE GAS COMPANY _____

APPROVED BY: _____ THIS ____ DAY OF _____, 20____.

DRAINAGE STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT, TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT SUCH SURFACE WATER DRAINAGE WILL NOT BE CHANGED WITHOUT ADEQUATE PROVISION BEING MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

DATED THIS ____ DAY OF _____, 20____.

BY: _____, REGISTERED PROFESSIONAL ENGINEER NO. _____

DATED THIS ____ DAY OF _____, 20____.

BY: _____, OWNER OR ATTORNEY

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

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

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

THIS ____ DAY OF _____, 20____.

BY: _____

LAKE COUNTY CLERK _____

PROFESSIONAL AUTHORIZATION

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, JEFFREY W. GLUNT, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE NUMBER 35-3695, DO HEREBY AUTHORIZE THE VILLAGE OF BUFFALO GROVE, ITS STAFF OR AUTHORIZED AGENT, TO PLACE THIS DOCUMENT OF RECORD IN THE COUNTY RECORDS OFFICE IN MY NAME AND IN COMPLIANCE WITH THE ILLINOIS STATUTES CHAPTER 109 PARAGRAPH 2. AS AMENDED.

SCHAUMBURG, ILLINOIS _____

JEFFREY W. GLUNT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3695
MY LICENSE EXPIRES NOVEMBER 30, 2022 AND IS RENEWABLE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, JEFFREY W. GLUNT, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER BY DEED RECORDED JUNE 28, 1891, IN BOOK 97 OF DEEDS, PAGE 10 WHICH POINT IS 145.58 FEET EAST AND 134.84 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; RUNNING THENCE SOUTH 89 DEGREES WEST 486.33 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 TO THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474); THENCE EASTERLY ON SAID DEED LINE TO A POINT ON A LINE 140.80 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE SOUTH 102.29 FEET TO THE POINT OF BEGINNING (EXCEPT ANY PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER BY DEED RECORDED JUNE 28, 1891, IN BOOK 97 OF DEEDS, PAGE 10 WHICH POINT IS 145.58 FEET EAST AND 134.84 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG A LINE 145.58 FEET EAST OF MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 140.80 FEET FOR A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY 722.06 FEET TO A POINT ON THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474) WHICH POINT IS 399.31 FEET WEST FROM THE EAST LINE OF SAID SECTION 28 AS MEASURED ALONG CHARLES WISCHMAN DEED LINE; THENCE EAST ALONG CHARLES WISCHMAN DEED LINE 340.43 FEET; THENCE SOUTHEASTERLY 284.71 FEET TO A POINT 140.80 FEET EAST OF MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 27 AND 28.28 FEET NORTH OF THE POINT OF BEGINNING; AND ALSO THAT PART THEREOF CONVEYED TO THE COUNTY OF LAKE BY INSTRUMENT DATED SEPTEMBER 27, 1973, AND RECORDED OCTOBER 1, 1973 AS DOCUMENT 1536681, IN LAKE COUNTY, ILLINOIS.

DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 58 DEGREES FAHRENHEIT.

I DO HEREBY CERTIFY THAT UPON COMPLETION OF CONSTRUCTION, BUT NOT LATER THAN 1 YEAR FROM THE RECORDING OF THIS PLAT, CONCRETE MONUMENTS, AS SHOWN, AND IRON PIPES AT ALL LOT CORNERS AND POINTS OF CHANGE IN ALIGNMENT WILL BE SET AS REQUIRED BY THE PLAT ACT (05/15/2009) ILCS 24-1. THIS IS TO FURTHER CERTIFY THAT THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BUFFALO GROVE, LAKE COUNTY, ILLINOIS, WHICH HAS AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 0/1.124 AS HERETOFORE AND HEREINAFTER AMENDED.

I FURTHER CERTIFY THAT BASED ON INFORMATION PROVIDED ON THE FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NO. 1798702054K DATED SEPTEMBER 19, 2013, PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR LAKE COUNTY, ILLINOIS, THE PROPERTY SHOWN AND DESCRIBED HEREON, LOCATED WITHIN ZONE X, WHICH IS DEFINED BY FEMA AS 'AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN'.

SCHAUMBURG, ILLINOIS _____ OCTOBER 21, 2021

BY: _____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695

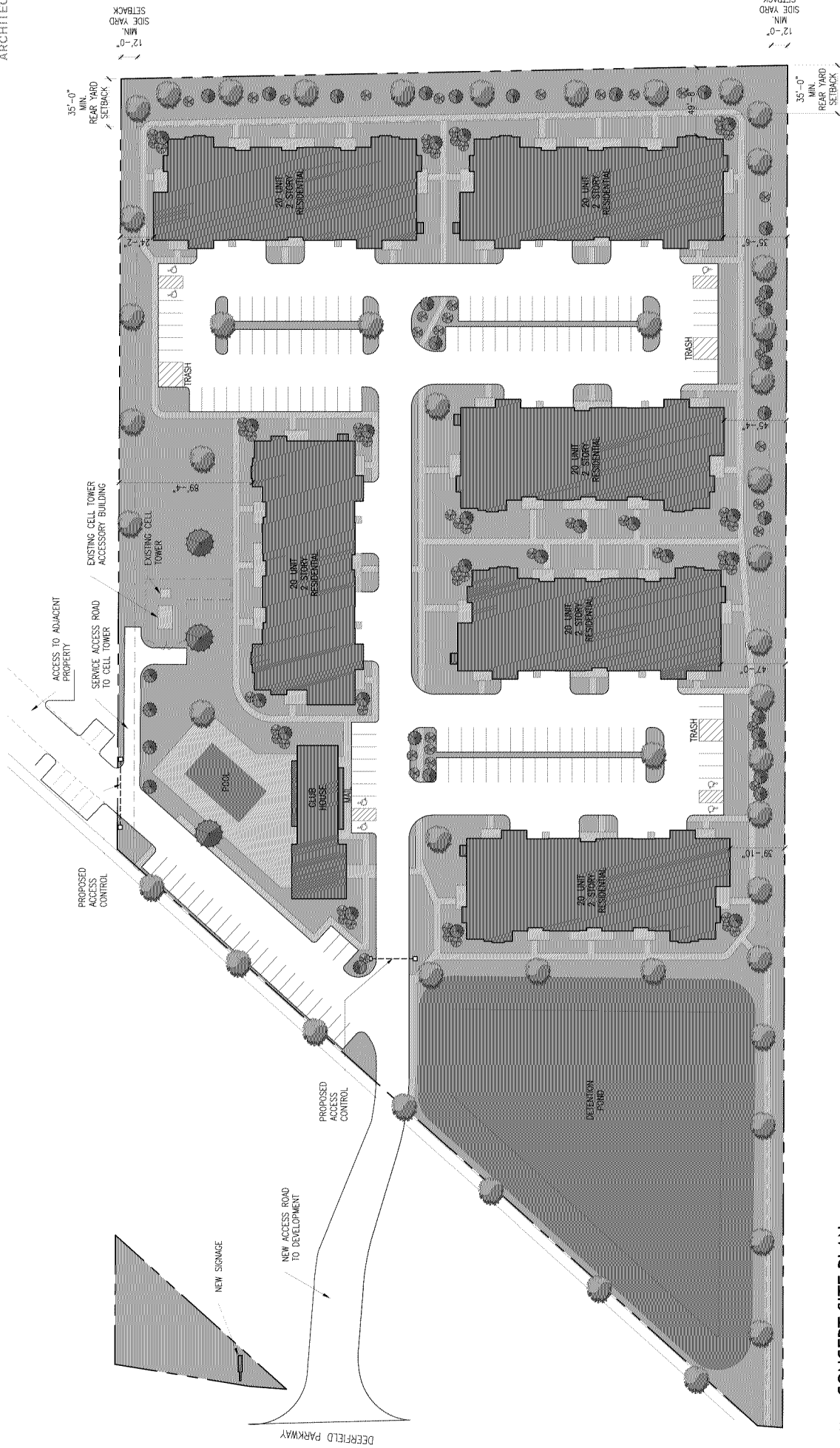


EXPIRES 11-30-22

Originally Prepared: 10.21.2021

Project No. 21-127

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173
Tel: (847) 394-6600 Fax: (847) 394-6608
Illinois Professional Design License No. 184-00312
www.haegerengineering.com



CONCEPT SITE PLAN
 1" = 60'-0"

DEERFIELD PARKWAY
 NEW MULTI-FAMILY
 DEVELOPMENT

BUFFALO GROVE
 ILLINOIS





FRONT ELEVATION

DEERFIELD PARKWAY
NEW MULTI-FAMILY
DEVELOPMENT

BUFFALO GROVE
60089-0000

Packet Pg. 176

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield Prky)



REAR ELEVATION

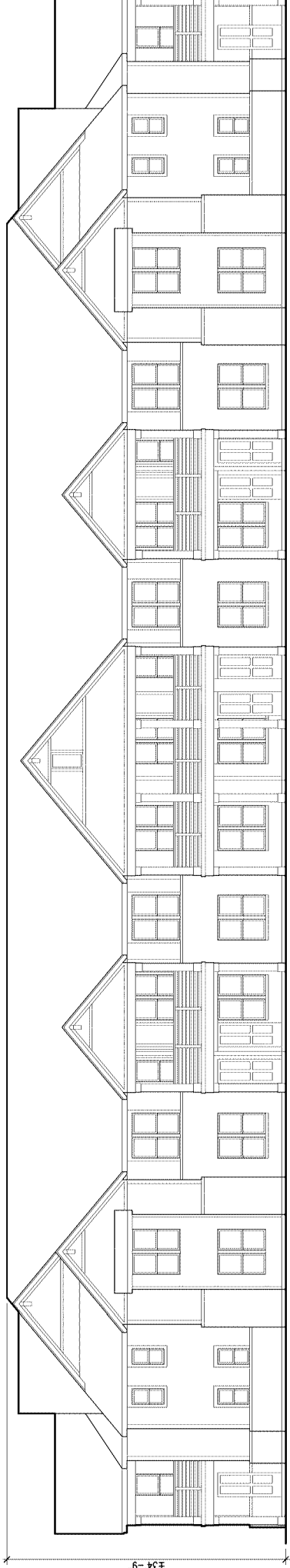
DEERFIELD PARKWAY
NEW MULTI-FAMILY
DEVELOPMENT

BUFFALO GROVE
90000-0000

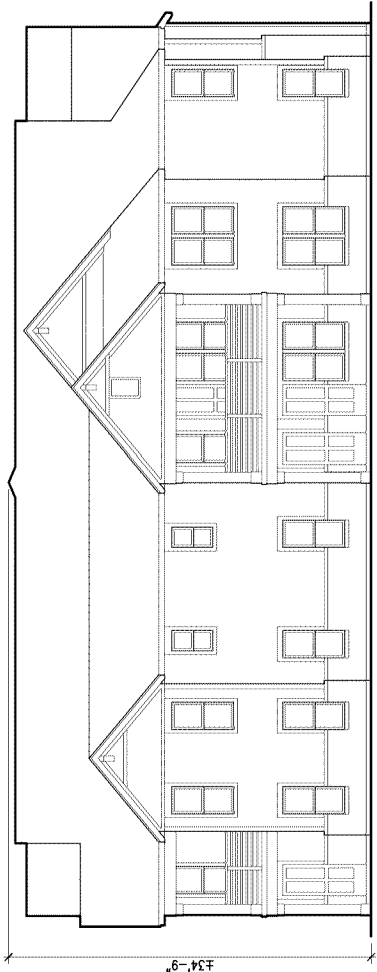
Packet Pg. 177

9.D.c

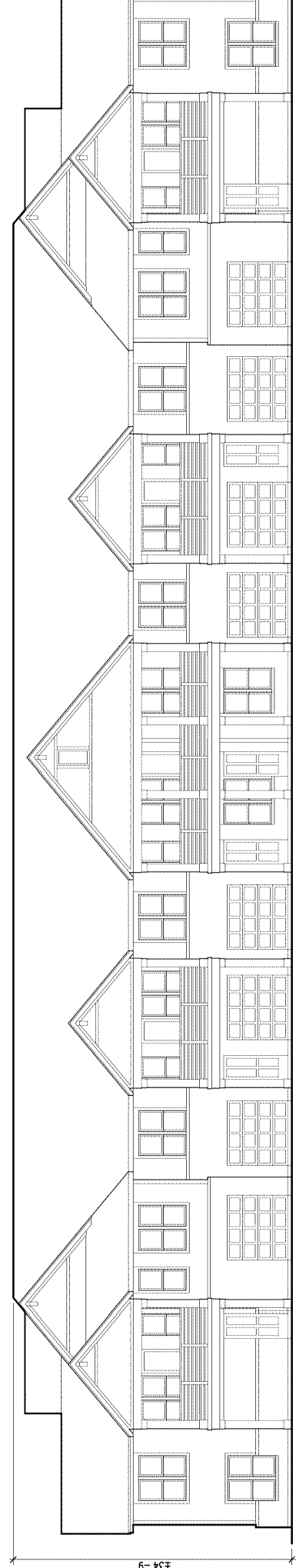
torch
ARCHITECTURE



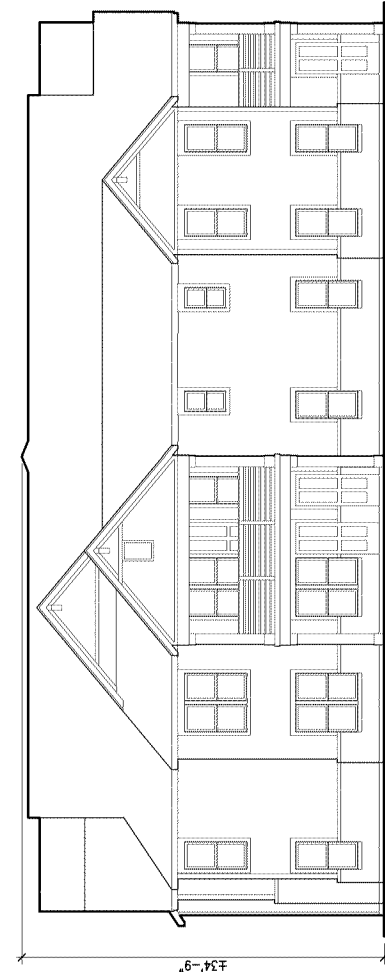
FRONT ELEVATION
3/32" = 1'-0"



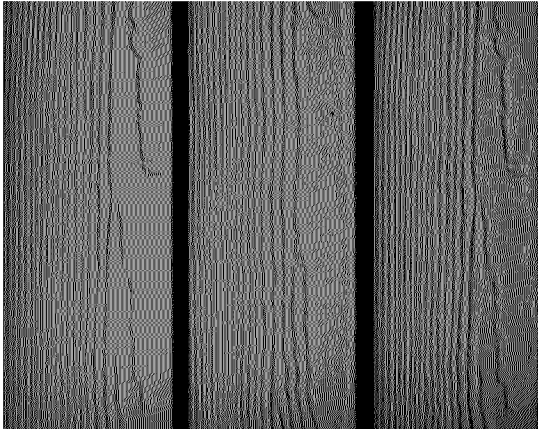
LEFT ELEVATION
3/32" = 1'-0"



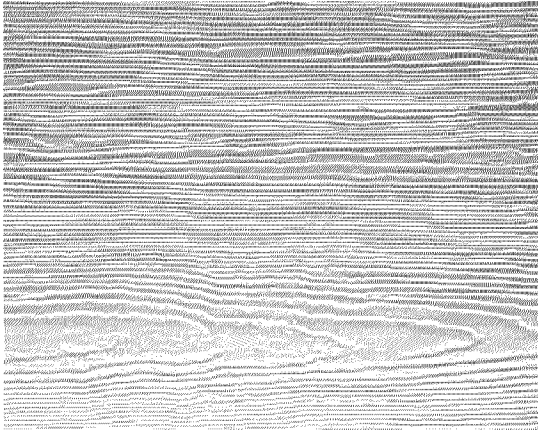
REAR ELEVATION
3/32" = 1'-0"



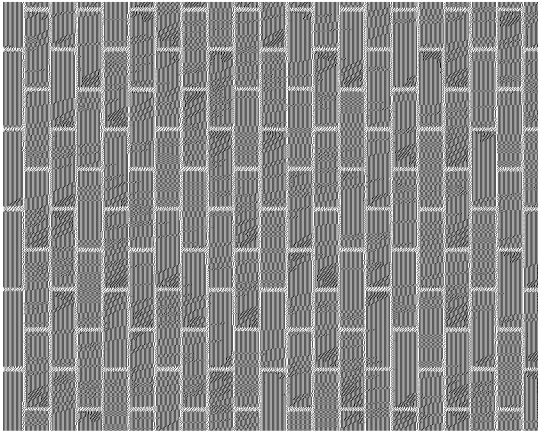
RIGHT ELEVATION
3/32" = 1'-0"



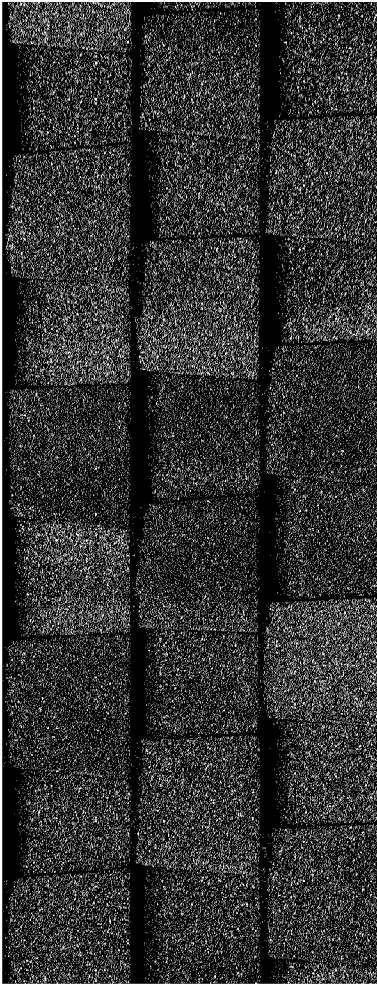
HORIZONTAL SIDING
BRAND: JAMES HARDIE
PRODUCT: SELECT CEDARMILL
COLOR: NIGHT GRAY
PATTERN: LAP SIDING HORIZONTAL



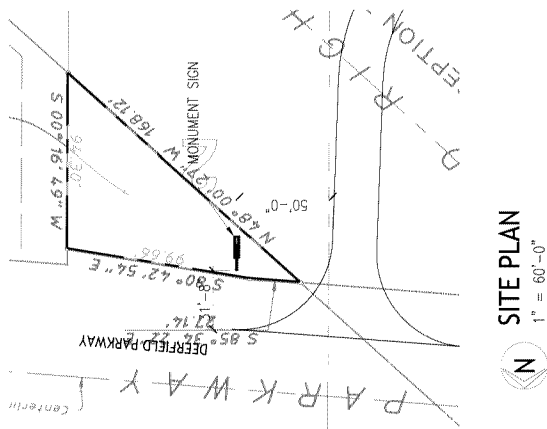
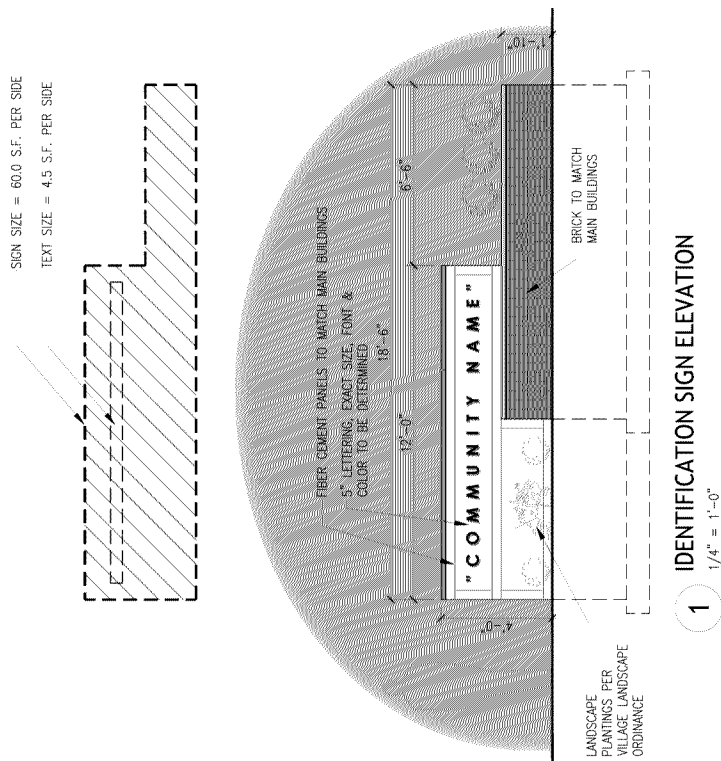
VERTICAL SIDING
BRAND: JAMES HARDIE
PRODUCT: SELECT CEDARMILL
COLOR: ARCTIC WHITE
PATTERN: BOARD & BATTEN VERTICAL



BRICK
BRAND: GLEN-GERY
PRODUCT: KLAYCOAT
COLOR: URBAN GREY
PATTERN: RUNNING BOND

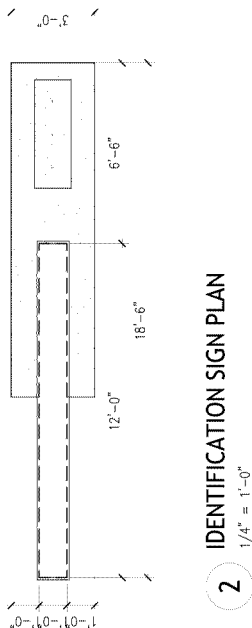


ROOFING
BRAND: CERTANTEED
PRODUCT: LANDMARK
COLOR: PEWTER
PATTERN: _



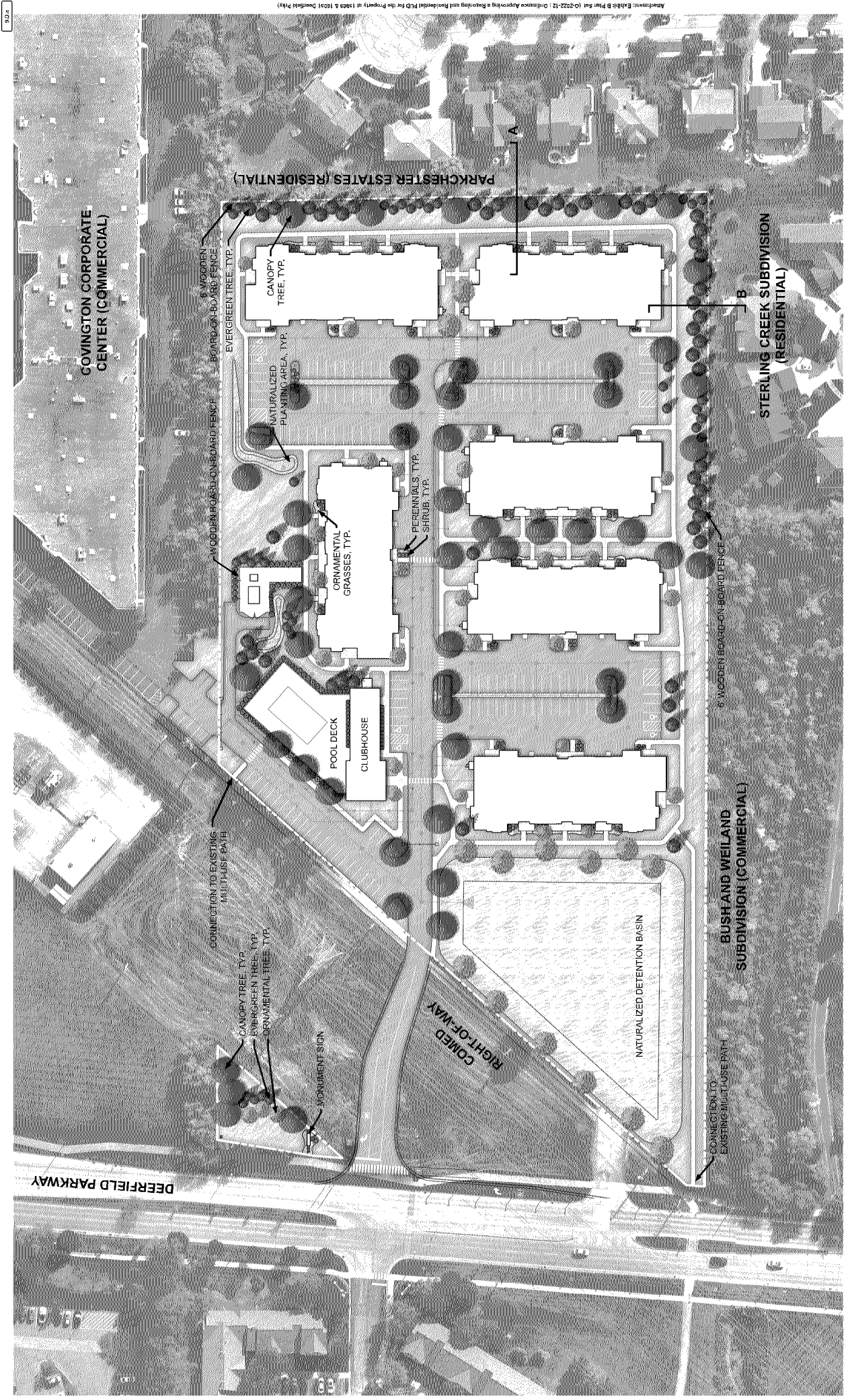
SIGNAGE IN RESIDENTIAL DISTRICT:

1. IN MULTI-FAMILY DWELLING DISTRICT (R-9), ONE (1) IDENTIFICATION SIGN FOR EACH DEVELOPED PARCEL, NOT EXCEEDING THIRTY-TWO (32) S.F. IN AREA
2. SIGNS MAY BE DETACHED IF THEY DO NOT EXCEED A HEIGHT OF FIVE (5) FEET NOR PROJECT INTO ANY REQUIRED BUILDING SETBACK AREA.



IDENTIFICATION SIGN PLAN

$$1/4'' = 1'-0''$$



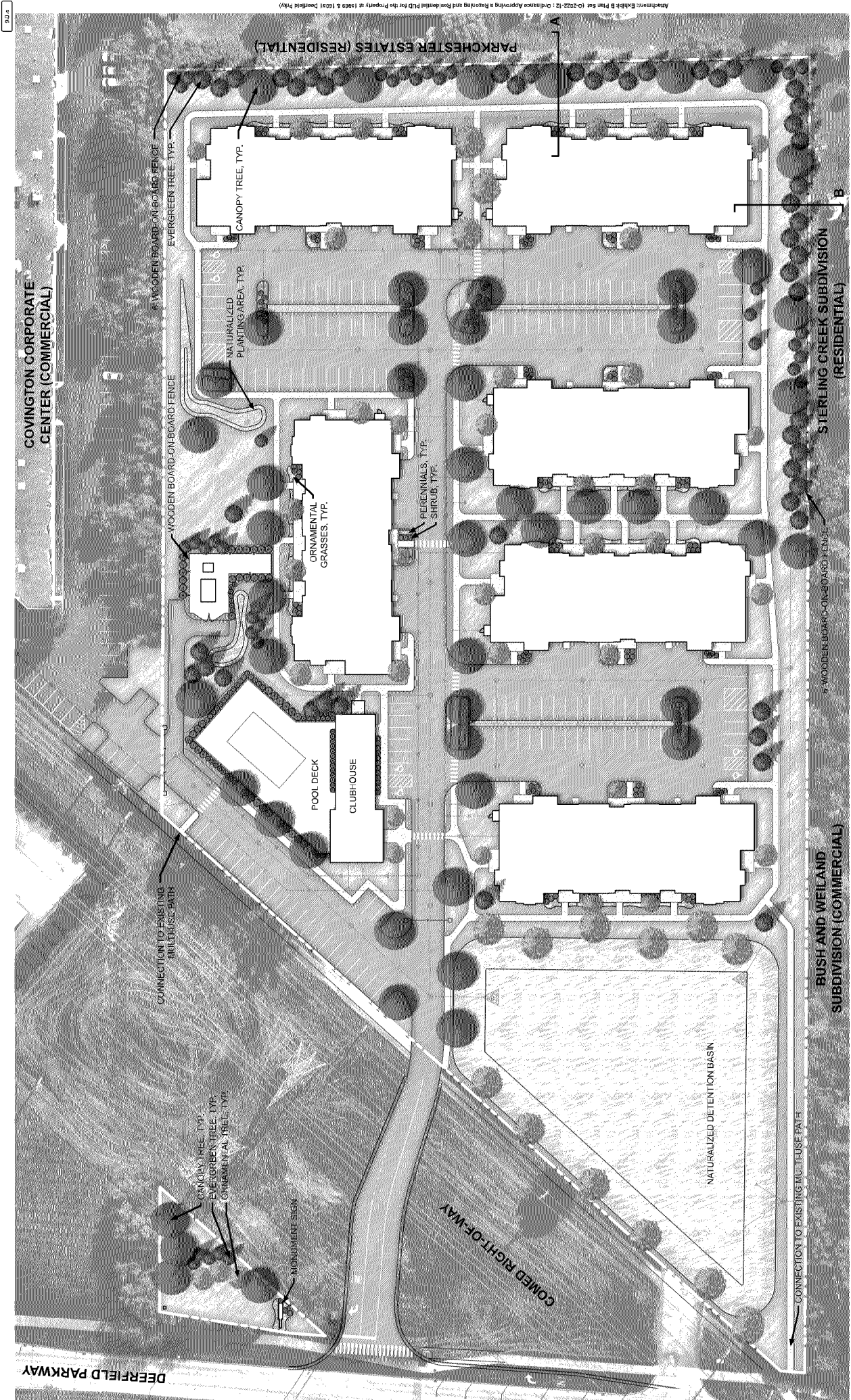
MZ BUFFALO GROVE MULTI-FAMILY

BUFFALO GROVE, IL | NOVEMBER 2021

LANDSCAPE PLAN RENDERING

Kimley»Horn



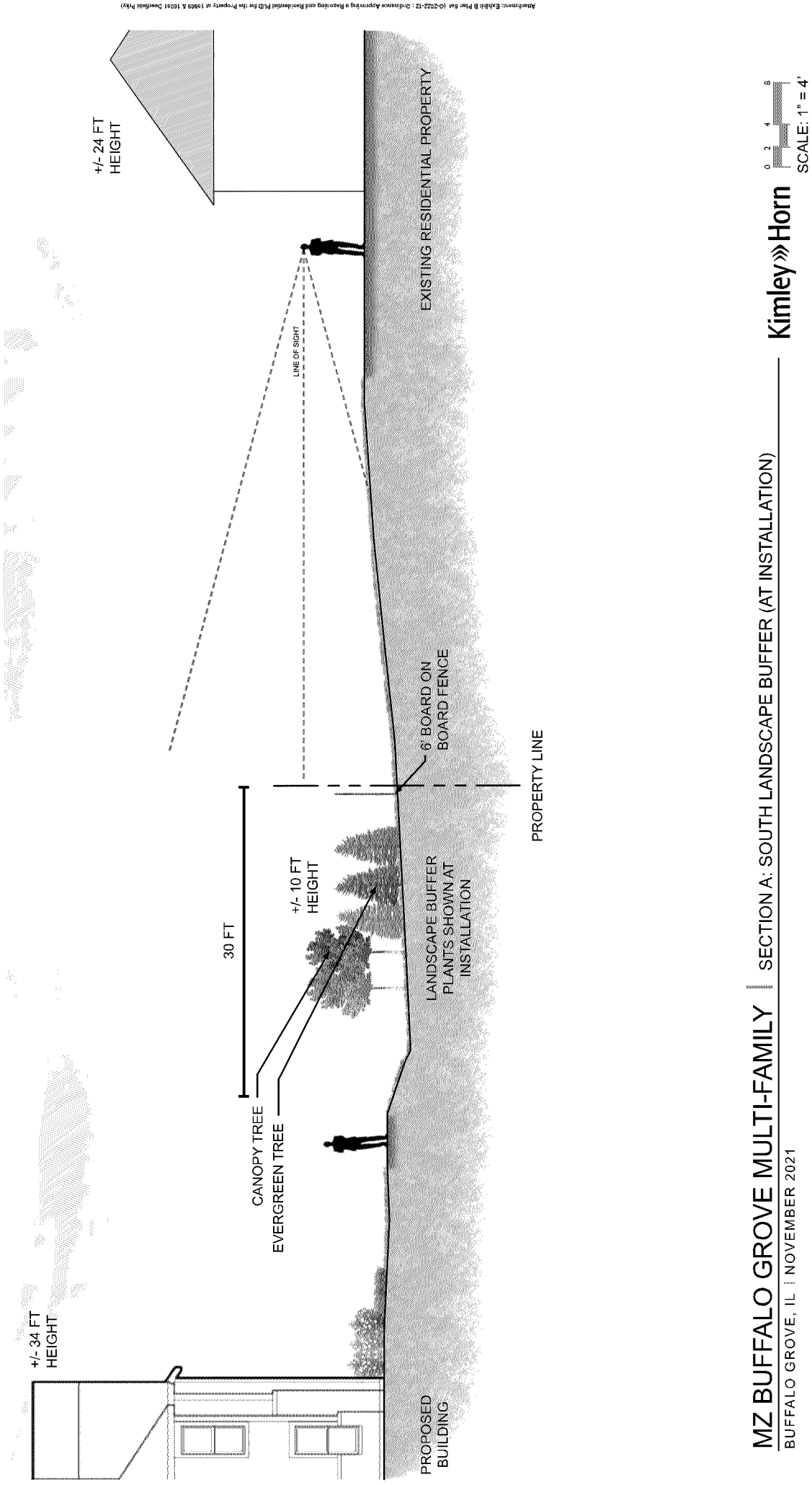


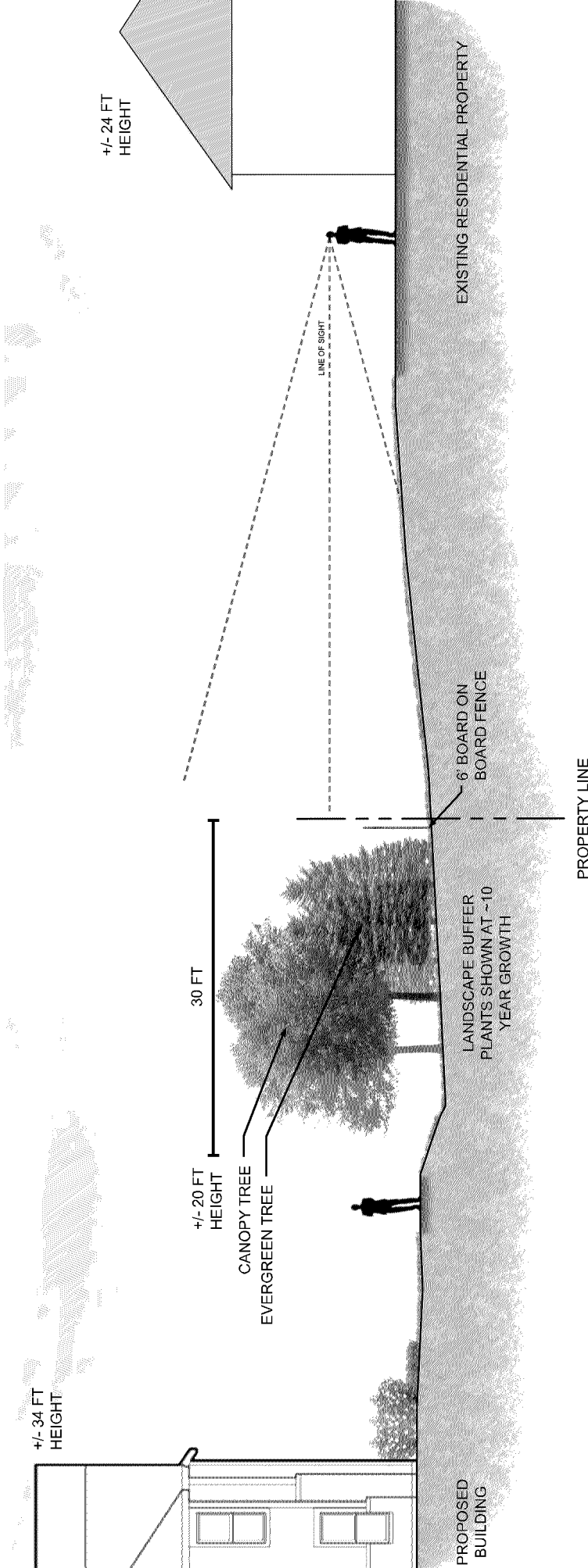
MZ BUFFALO GROVE MULTI-FAMILY

BUFFALO GROVE, IL | NOVEMBER 2021

LANDSCAPE PLAN RENDERING

Kimley»Horn





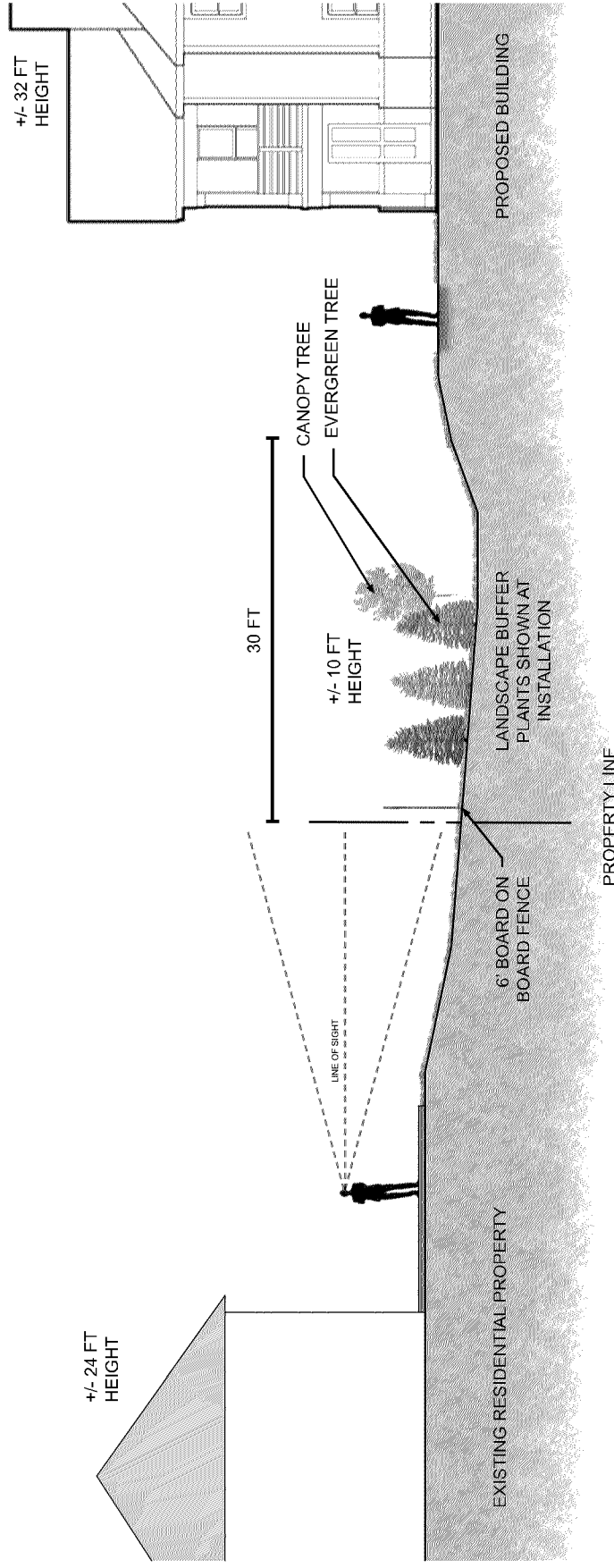
Attachment: Exhibit B Plan Set (10/2021-12 : Ordinance Approving a Rezoning and Residential PLD for the Property at 1000 S & 1001) (confidential)

MZ BUFFALO GROVE MULTI-FAMILY SECTION A: SOUTH LANDSCAPE BUFFER (~10 YEAR GROWTH)

BUFFALO GROVE, IL | NOVEMBER 2021

Kimley»Horn

0 2 4 8
SCALE: 1" = 4'

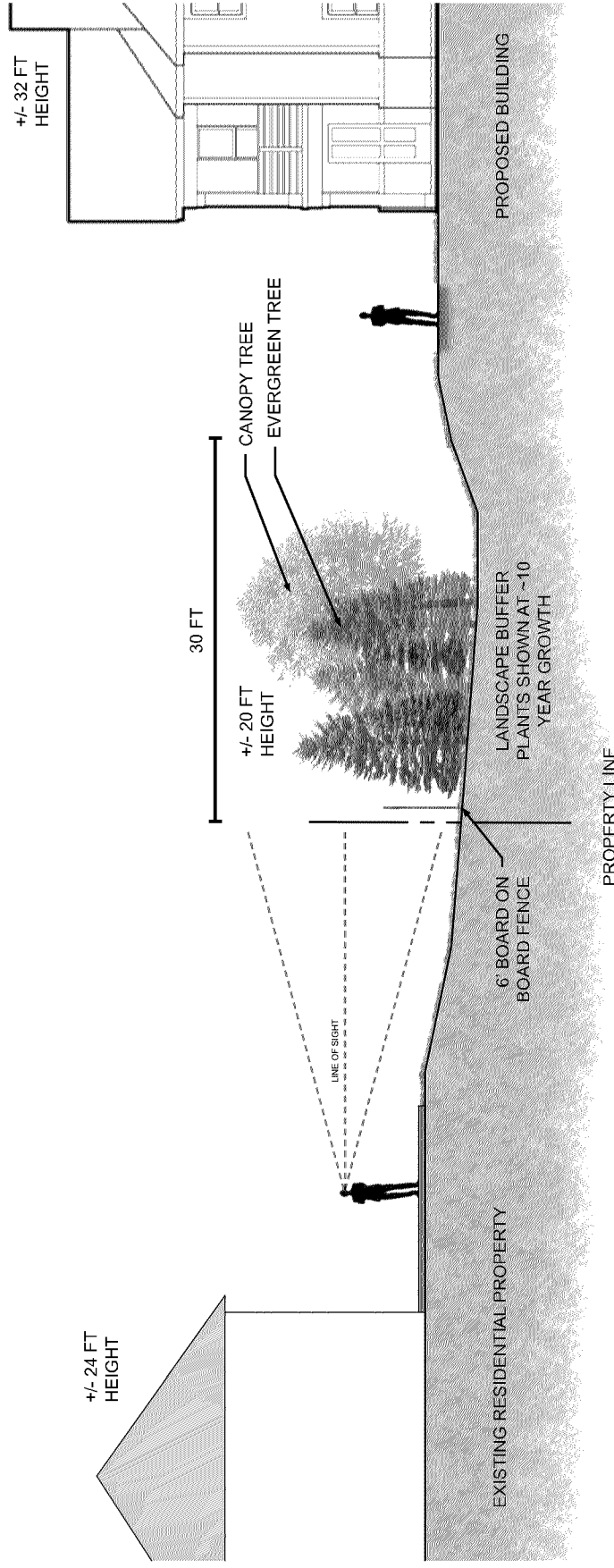


MZ BUFFALO GROVE MULTI-FAMILY SECTION B: WEST LANDSCAPE BUFFER (AT INSTALLATION)

BUFFALO GROVE, IL | NOVEMBER 2021

Kimley»Horn





MZ BUFFALO GROVE MULTI-FAMILY SECTION B: WEST LANDSCAPE BUFFER (~10 YEAR GROWTH)

BUFFALO GROVE, IL | NOVEMBER 2021

Kimley»Horn

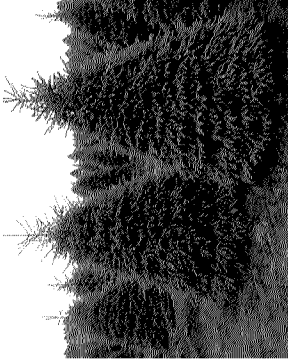


BUFFER LANDSCAPE TREES

EVERGREEN TREES



COLORADO SPRUCE
MATURE HEIGHT: 30-60 FT



BLACK HILLS SPRUCE
MATURE HEIGHT: 20-40 FT



VANDERWOLF'S PYRAMID PINE
MATURE HEIGHT: 20-30 FT

CANOPY TREES



AMERICAN ELM
MATURE HEIGHT:
60-80 FT

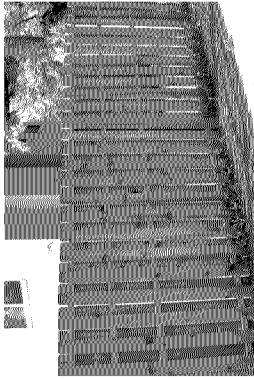


RED OAK
MATURE HEIGHT:
50-75 FT



PLANE TREE
MATURE HEIGHT:
55-65 FT

BOARD ON BOARD FENCE



MZ BUFFALO GROVE MULTI-FAMILY

BUFFALO GROVE, IL | NOVEMBER 2021

PLANT PALETTE

Kimley»Horn

Brad Zaransky

From: Jeff Heine <jeff.heine@daveyutility.com>
Sent: Friday, October 29, 2021 2:02 PM
To: Brad Zaransky
Subject: FW: 2021-0803 Site Plan_921011.pdf

Brad:

I just want to confirm that per our follow-up with Stacey Dahlberg at ComEd Real Estate Department this week, all of our required documents and submissions are complete with ComEd. The preliminary approval is in the process of going to final and I do not expect any further issues.

Thanks

Jeff Heine
 Director of Sales
Davey Utility Services, Inc.
 Cell: 224-290-4247 Off: 630-879-8148 Fax: 630-879-8149
Jeff.heine@daveyutility.com



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From: Jeff Heine
Sent: Thursday, August 5, 2021 1:58 PM
To: Brad Zaransky <brad@mzcapitalpartners.com>
Cc: Nick Davey <nick.davey@daveyutility.com>; Michael Zaransky <mhz@mzcapitalpartners.com>
Subject: RE: 2021-0803 Site Plan_921011.pdf

Brad,
 We made it!!!! They did ask about an extra point of egress that attaches to the bike bath, I said yes, somewhere along the line we would put an additional pedestrian entrance if that is what it takes. The below drawing showing the sidewalk off ComEd property was sufficient for their needs. For your official record I have included a screenshot of

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

I will be in touch as soon as I can with this info.
Thanks

From: Lesnick, Rebecca Lilovich:(ComEd)
Sent: Thursday, August 5, 2021 1:29 PM
To: Jeff Heine <jeff.heine@daveyutility.com>
Cc: Diaz, Anthony:(ComEd) >; Dahlberg, Stacey:(ComEd)
Subject: RE: Buffalo Grove

Understood, thank you.

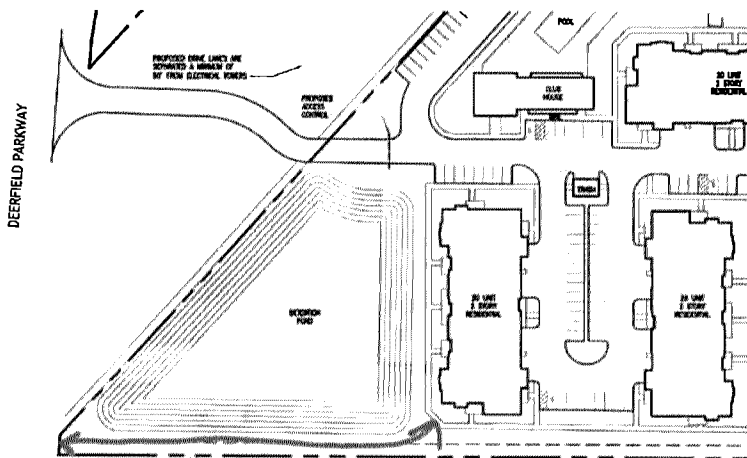
From discussion we have had on this project so far, it appears that Transmission's concerns will be met with your most recent proposed layout. This includes the

1. Would both gates be identical in access method? Yes For instance, if a pin/lockbox is at one location, or a manned booth, etc.—will all portions of the driveway be identical? Yes
2. How would pedestrian traffic be handled through these gates? There are separate connector sidewalks and pedestrian access is not impacted or restricted. ComEd identified that two (at least) pedestrian accesses will be included—one through ComEd ROW, and another west of the development, independent of ComEd ROW.
3. Please confirm that the easement language with the business owner at secondary access will be revised in either case (whether gated or not) to reflect that:
- a. That the entrance is not merely for emergency access—it is an everyday access point per our discussion. confirmed
- b. To include the creation of a permanent driveway in some fashion from the gate to Commerce Dr. confirmed
- ComEd will request a copy of the relevant sections of the easement/proposed easement prior to our approval.

Please ensure that you are able to provide a copy of the easement (relevant portions) with the neighboring landowner when submitting your request to ComEd through ComEd Real Estate, as we have previously discussed.

Thank you,

Rebecca Lesnick, P.E.
Right of Way Engineer | Transmission Lines Engineering
ComEd | 2 Lincoln Center, Oakbrook Terrace, IL 60181



Jeff Heine
Director of Sales
Davey Utility Services, Inc.
Cell: 224-290-4247 Off: 630-879-8148 Fax: 630-879-8149
Jeff.heine@daveyutility.com

Jeff.heine@daveyutility.com



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ENGINEERING PLANS

MZ BUFFALO GROVE MULTI-FAMILY

DEERFIELD PKWY & WINDBROOKE DR

BUFFALO GROVE, IL 60089

UTILITY AND GOVERNING AGENCY CONTACTS

ENGINEERING DEPARTMENT
VILLAGE OF BUFFALO GROVE
100 EAST STATE PARKWAY
BUFFALO GROVE, IL 60089
TEL: (847) 459-2523
CONTACT: DARREN T MONICO, PE

SANITARY SEWER SERVICE
VILLAGE OF BUFFALO GROVE
100 EAST STATE PARKWAY
BUFFALO GROVE, IL 60089
TEL: (847) 459-2545
CONTACT: JEFF ROGERS

STORM SEWER SERVICE
VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD IL 60089
BUFFALO GROVE, IL 60089
TEL: (847) 459-2545
CONTACT: JEFF ROGERS

WATER SERVICE
VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD IL 60089
BUFFALO GROVE, IL 60089
TEL: (847) 459-2545
CONTACT: DAVE HAISMA

ROADWAY AUTHORITY
LAKE COUNTY DOT
100 WEST WILSON ROAD
LIBERTYVILLE, IL 60049
TEL: (847) 377-7400
CONTACT: SHANE SCHNEIDER PE

POWER COMPANY
COMED
TEL: (800) 334-7661

NATURAL GAS COMPANY
NATURAL GAS
TEL: (800) 730-8114

TELEPHONE
TEL: (800) 225-3288

PROJECT TEAM

DEVELOPER
MZ CAPITAL PARTNERS
400 SKOKIE BLVD SUITE 580
NORTHBROOK, IL 60062
TEL: (847) 487-5550
EMAIL: BRAD@MZCAPITALPARTNERS.COM
CONTACT: BRAD ZARANSKY

GEOTECH
TESTING SERVICE CORPORATION
457 EAST GUNDERSEN DRIVE
NORTHBROOK, IL 60062
CONTACT: SAM PATRICK, PE

TRAFFIC ENGINEER
TODCH ARCHITECTURE
27 W JEFFERSON AVENUE, SUITE 200
NAPERVILLE, IL 60540
TEL: (847) 394-6600
EMAIL: ROBERT@TODCHARCHITECTURE.COM
CONTACT: ROB COSTELLO

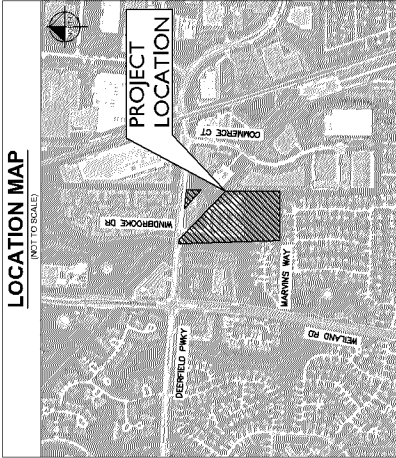
LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFELD RD, SUITE 600
WARRENVILLE, IL 60555
EMAIL: DANIEL.GROVE@KIMLEY-HORN.COM
CONTACT: DANIEL GROVE, PLA

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SURVEYOR
TODCH ENGINEERING
100 EAST STATE PARKWAY
SCHLAUBURG, IL 60173
TEL: (847) 394-6600
CONTACT: JEFFREY GUNDT, PLS, EIT

LEGAL DESCRIPTION

REFER TO ALTA/NSPS LAND TITLE SURVEY UNDER
SEPARATE COVER



Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C2.0	EXISTING CONDITIONS & DEMOLITION
C3.0	OVERALL SITE PLAN
C3.1	SITE PLAN
C3.2	SITE PLAN
C3.3	COMED R.O.W. PLAN
C4.0	OVERALL GRADING PLAN
C4.1	GRADING PLAN
C4.2	GRADING PLAN
C5.0	OVERALL UTILITY PLAN
C5.1	UTILITY PLAN
C5.2	UTILITY PLAN
C6.0	FIRE TRUCK TURNING EXHIBIT
C7.0	EROSION CONTROL PLAN
C7.1	EROSION CONTROL DETAILS
L1.0	OVERALL LANDSCAPE PLAN
L1.1	DETAILED LANDSCAPE PLAN
L1.2	DETAILED LANDSCAPE PLAN
L2.0	LANDSCAPE NOTES AND DETAILS

Kimley-Horn
KIMLEY-HORN AND ASSOCIATES, INC.
100 EAST STATE PARKWAY
BUFFALO GROVE, IL 60089
TEL: (847) 377-7400
WWW.KIMLEY-HORN.COM

DESIGNED BY: SHM
DRAWN BY: TRK
CHECKED BY: RNM
SCALE: AS NOTED

MZ Capital Partners
Proud Equity Real Estate Investment

COVER SHEET

MZ BUFFALO GROVE
MULTI-FAMILY
BUFFALO GROVE, IL 60089

ORIGINAL ISSUE
9/10/2020
KHA PROJECT NO.
268045000
SHEET NUMBER

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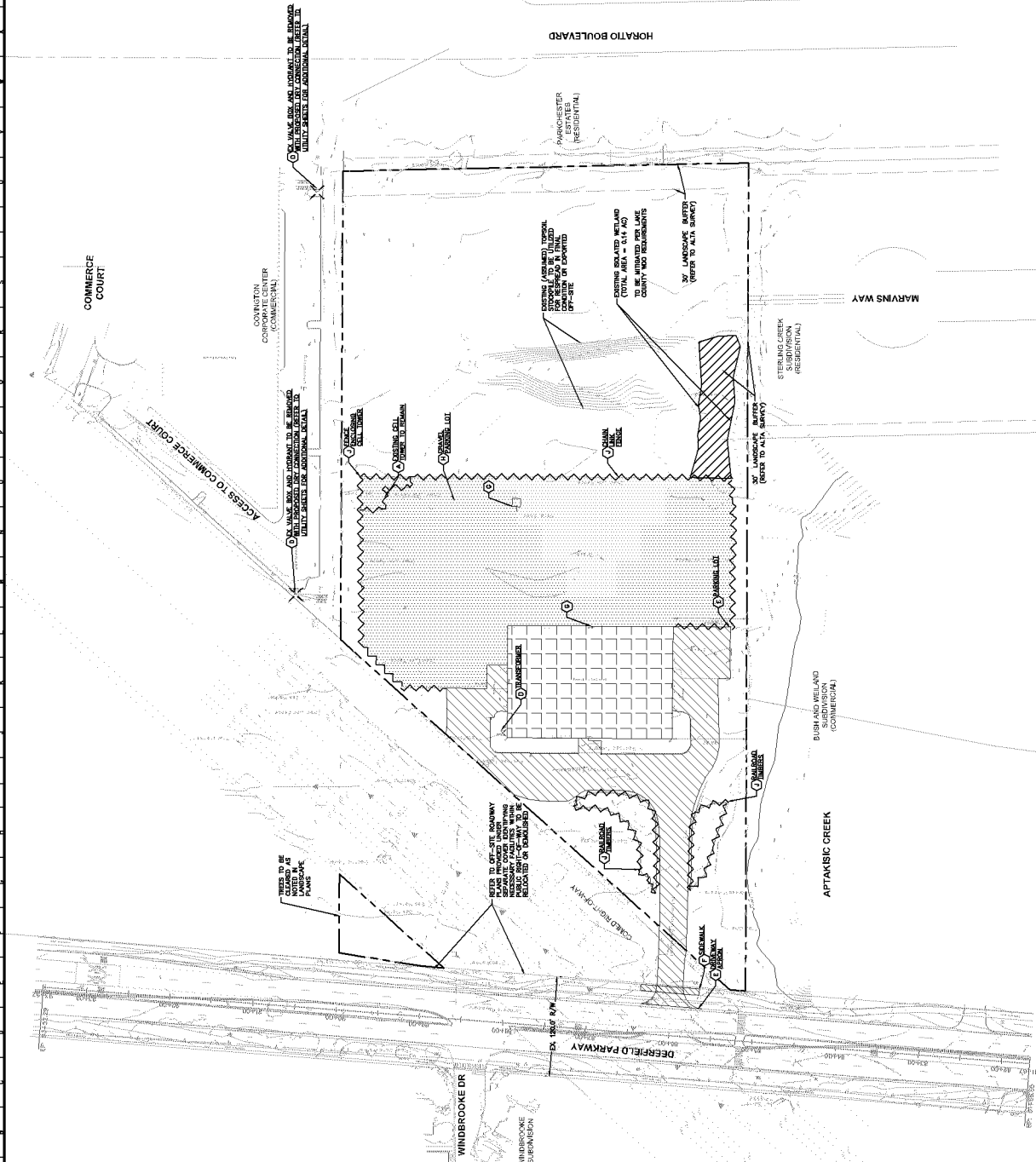
Project No. 102

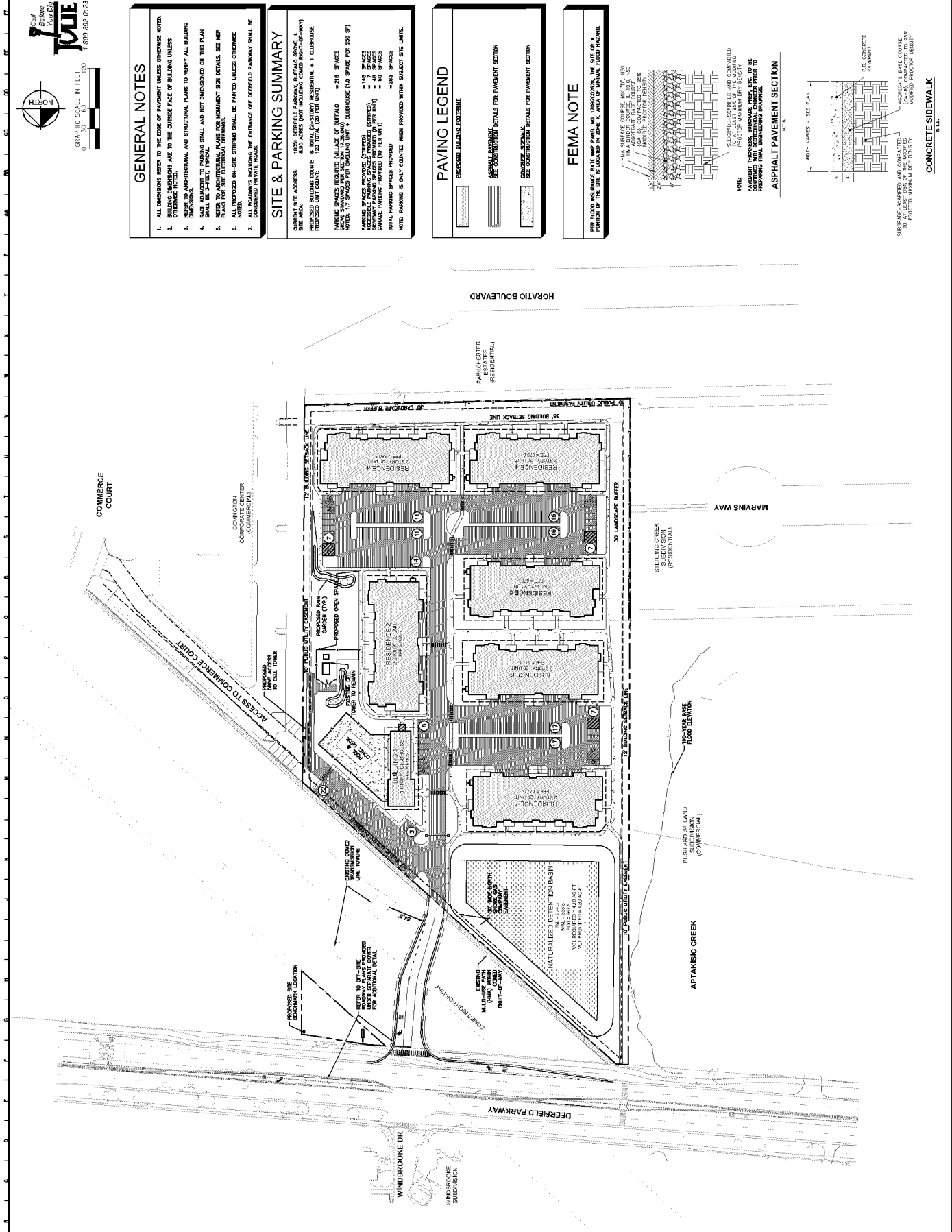
EXISTING
CONDITIONS &
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ITEM TO REMAIN, PROTECT DURING CONSTRUCTION	ITEM TO BE REMOVED
CURB REMOVAL X - X - UTILITY REMOVAL ITEM TO BE REMOVED FULL-DEPTH ASPHALT PAVEMENT REMOVAL CONCRETE REMOVAL BUILDING REMOVAL GRAVEL PAVEMENT REMOVAL SAWCUT LINE FENCE REMOVAL	





Call Before You Dig

1-800-892-0123

GRAPHIC SCALE IN FEET

0 30 60 120

GENERAL NOTES

- ALL DIMENSIONS REFER TO THE EDGE OF PARAPET UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DETAILS.
- REFER TO PARKING SPALL AND NOT DIMENSIONED ON THE PLAN SHALL BE 3'-FEET, TYPICAL.
- REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP FOR SIGN DETAILS.
- ALL PROPOSED ON-SITE STRENGTH SHALL BE PARTIAL UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS INCLUDING THE ENTRANCE OFF DEERFIELD PARKWAY SHALL BE DIMENSIONED FROM THE EXISTING CURB.

SITE & PARKING SUMMARY

CURRENT SITE ADDRESS: 1800 DEERFIELD PARKWAY, BUFFALO GROVE, IL 60089

PROPOSED BUILDING COUNT: 4 TOTAL (2-STORY) RESIDENTIAL + 1 CLUBHOUSE

PROPOSED UNIT COUNT: 130 TOTAL (20 PER UNIT)

PARKING SPACES PROVIDED (MINIMUM 1.5 SPACES PER 100 SF) = 218 SPACES

NOTE: 1.7 SPACES PER SINGLE UNIT + CLUBHOUSE (1.0 SPACE PER 200 SF)

PARKING SPACES PROVIDED (OPTIONAL) = 148 SPACES

NOTE: 1.7 SPACES PER SINGLE UNIT + CLUBHOUSE (1.0 SPACE PER 200 SF)

OPTIONAL PARKING SPACES PROVIDED (0 PER UNIT) = 48 SPACES

OPTIONAL PARKING SPACES PROVIDED (10 PER UNIT) = 60 SPACES

TOTAL PARKING SPACES PROVIDED = 266 SPACES

NOTE: PARKING IS ONLY COUNTED WHEN PROVIDED WITHIN SUBJECT SITE LIMITS.

PAVING LEGEND

- EXISTING BUILDING FOOTPRINT
- PAVING DETAILS FOR PAVEMENT SECTION
- PAVING DETAILS FOR PAVEMENT SECTION

FEMA NOTE

PER FLOOD INSURANCE RATE MAP PANEL NO. 1705020202N, THE SITE OR A PORTION OF THE SITE IS LOCATED IN FLOOD ZONE X, AREA OF SPECIAL FLOOD HAZARD.

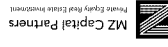
ASPHALT PAVEMENT SECTION

N/A

CONCRETE SIDEWALK

N/A

SITE PLAN

MZ Capital Partners
Private Equity Real Estate Investment

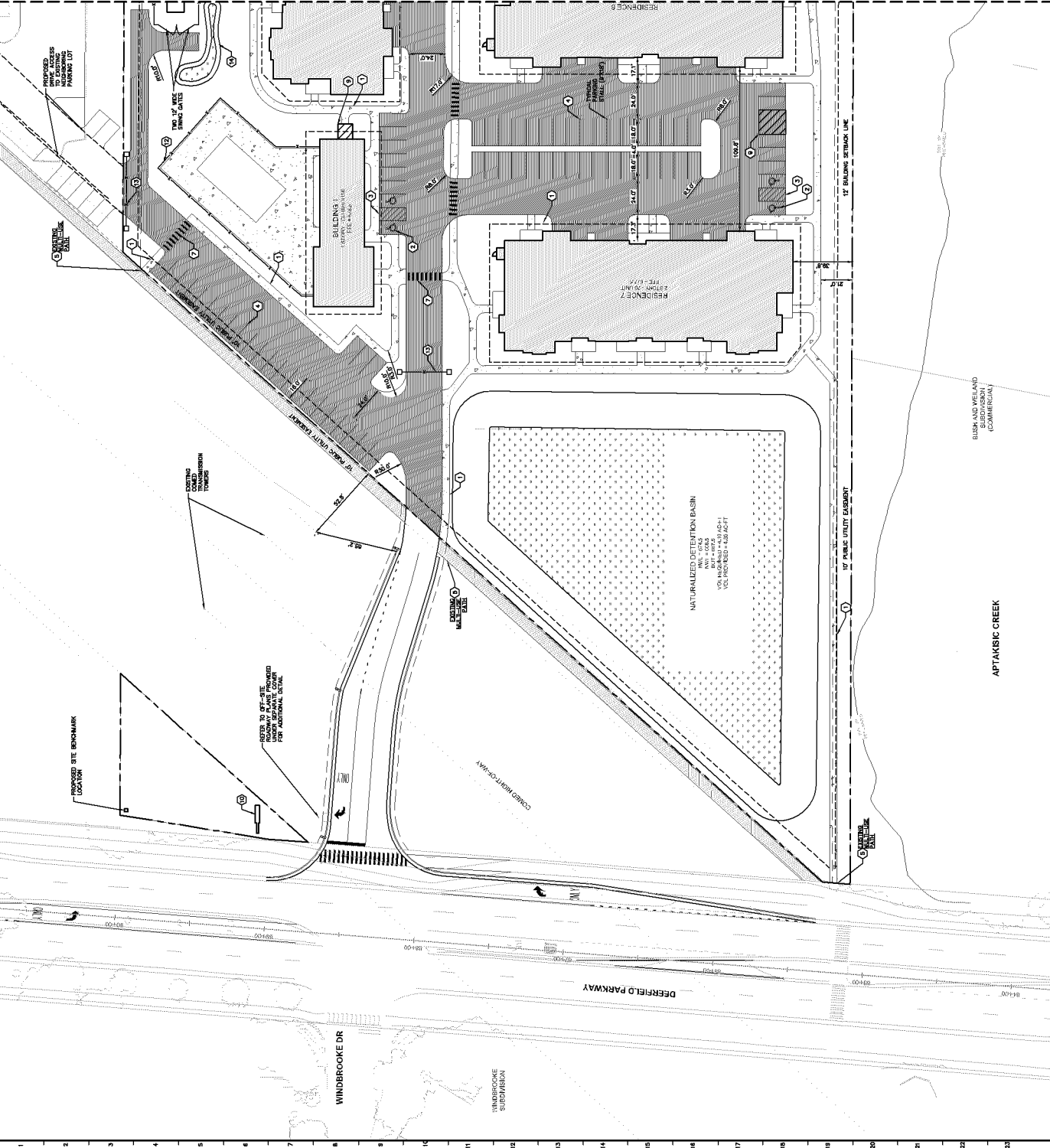
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DESIGNED BY: RMM
DRAWN BY: TTK
CHECKED BY: SNA

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KEY NOTES

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MATCHLINE - SEE SHEET C32

APTAKISIC CREEK

PLUSH AND WEILAND
SUBDIVISION

WINDROCKE

WINDBROOKE DRIVE

DEERFIELD PARKWAY

COMED RIGHT-OF-WAY

NATURALIZED DETENTION BASED
1048-967X(200607)24:4;1-P

PUBLIC UTILITY EASEMENT

2' BUILDING SETBACK LINE

RESIDENCE 7
STORY - 20 UNIT
EFE - E174

Floor plan of Residence B. A room is labeled with a width of 17.1'.

PROPOSED SITE BENCHMARK

80000 TO 90000-SITE

T-POSTING COMED TRANSMISSION TOWERS

5 EASTING
MULT=US

**PROPOSED
DRIVE ACCESS
TO EXISTING**



GRAPHIC SCALE IN FEET 60
30
15

**Call
Before
You Dig**

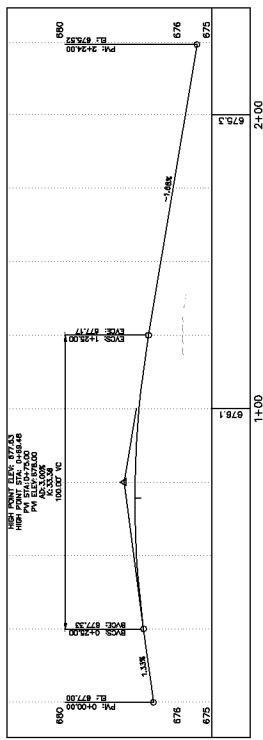
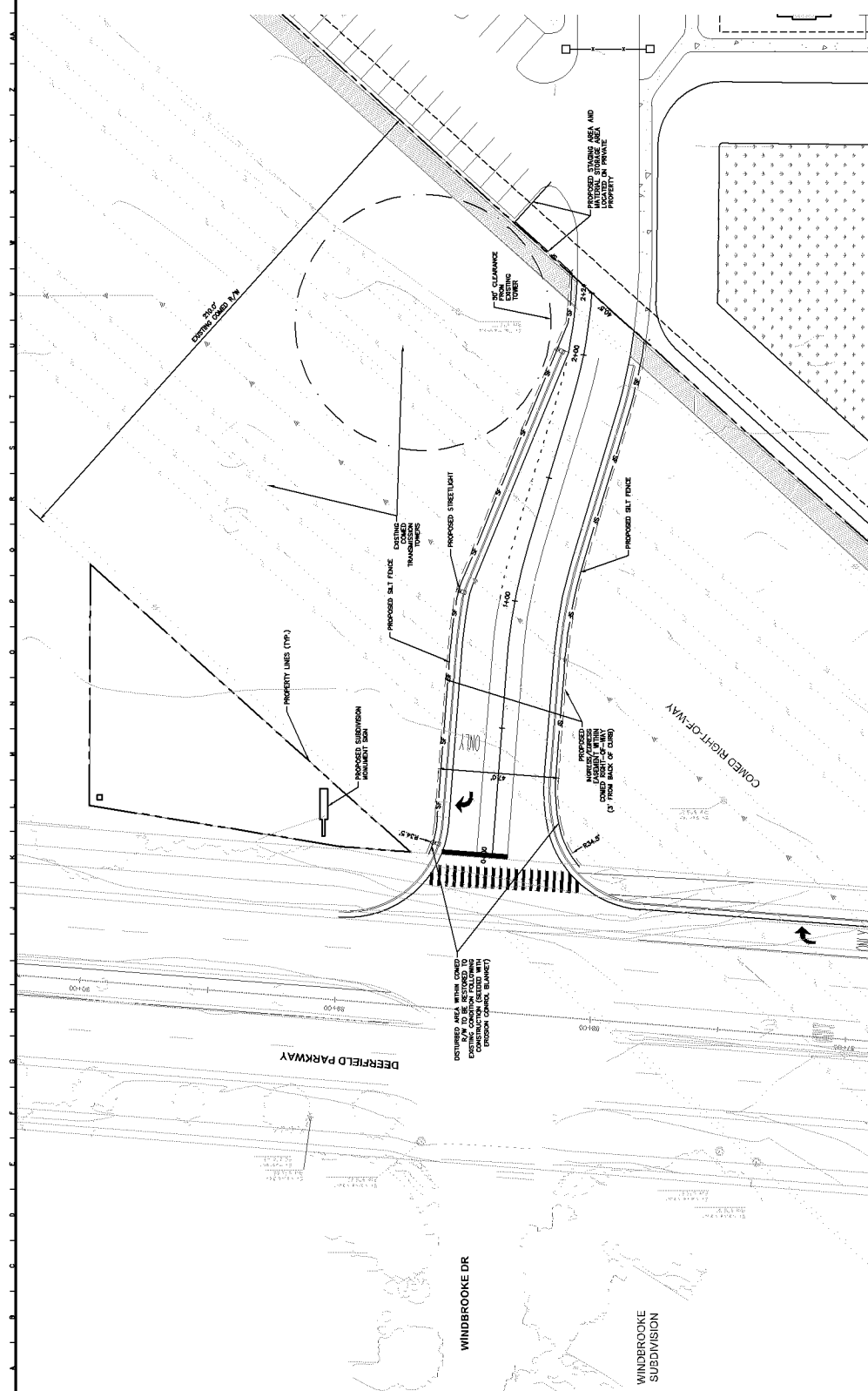
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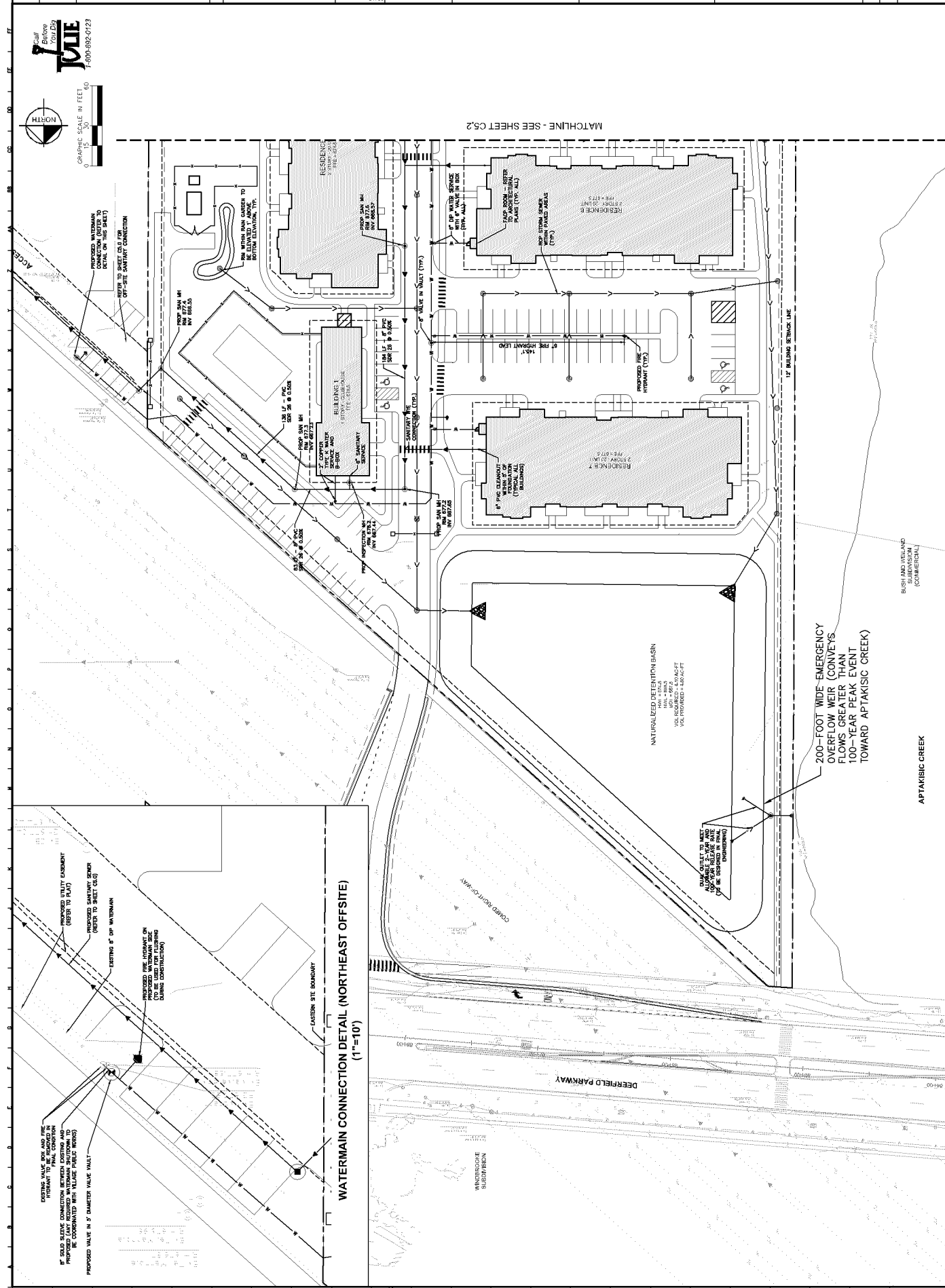
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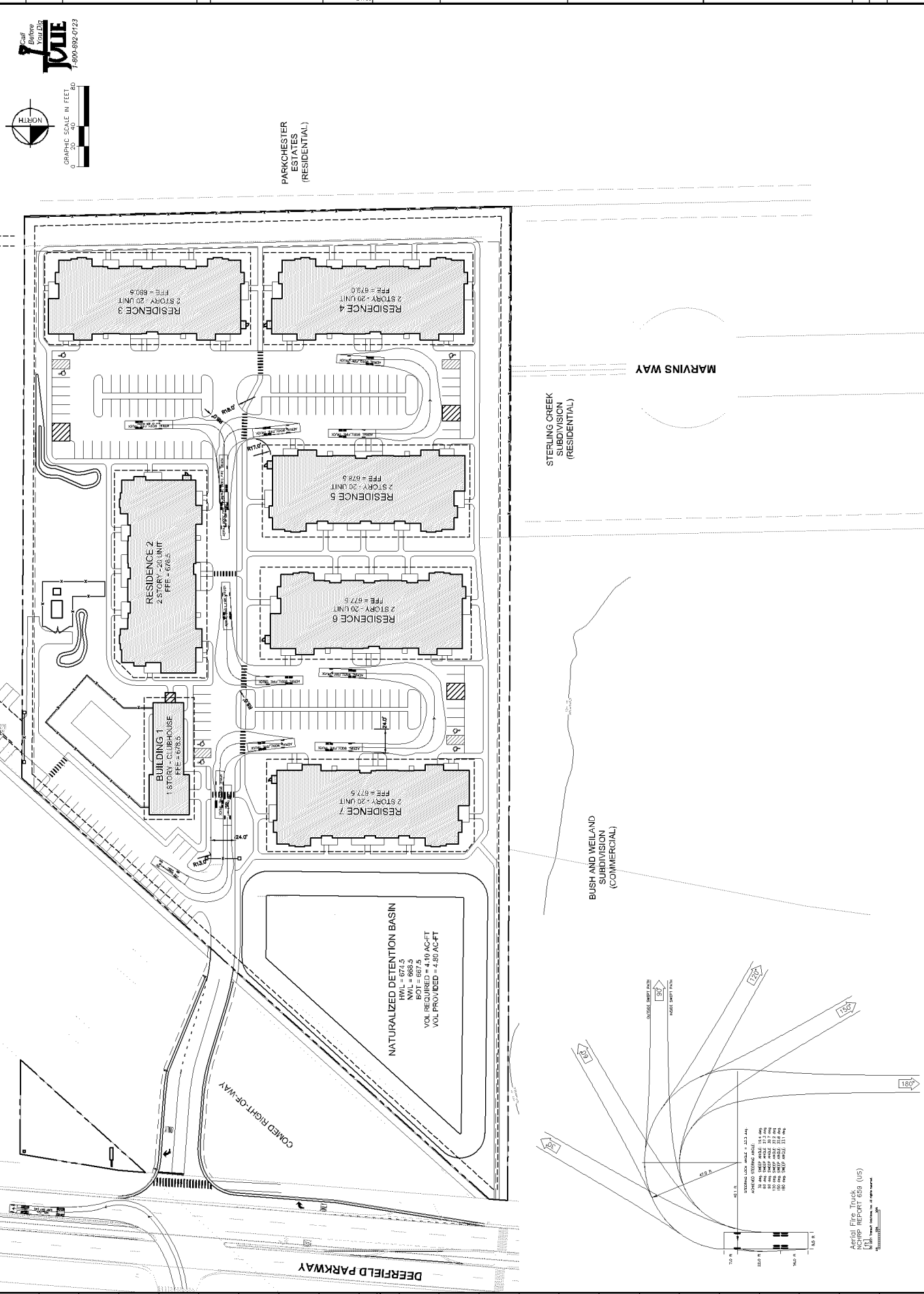
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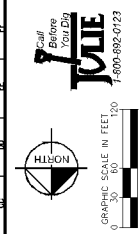
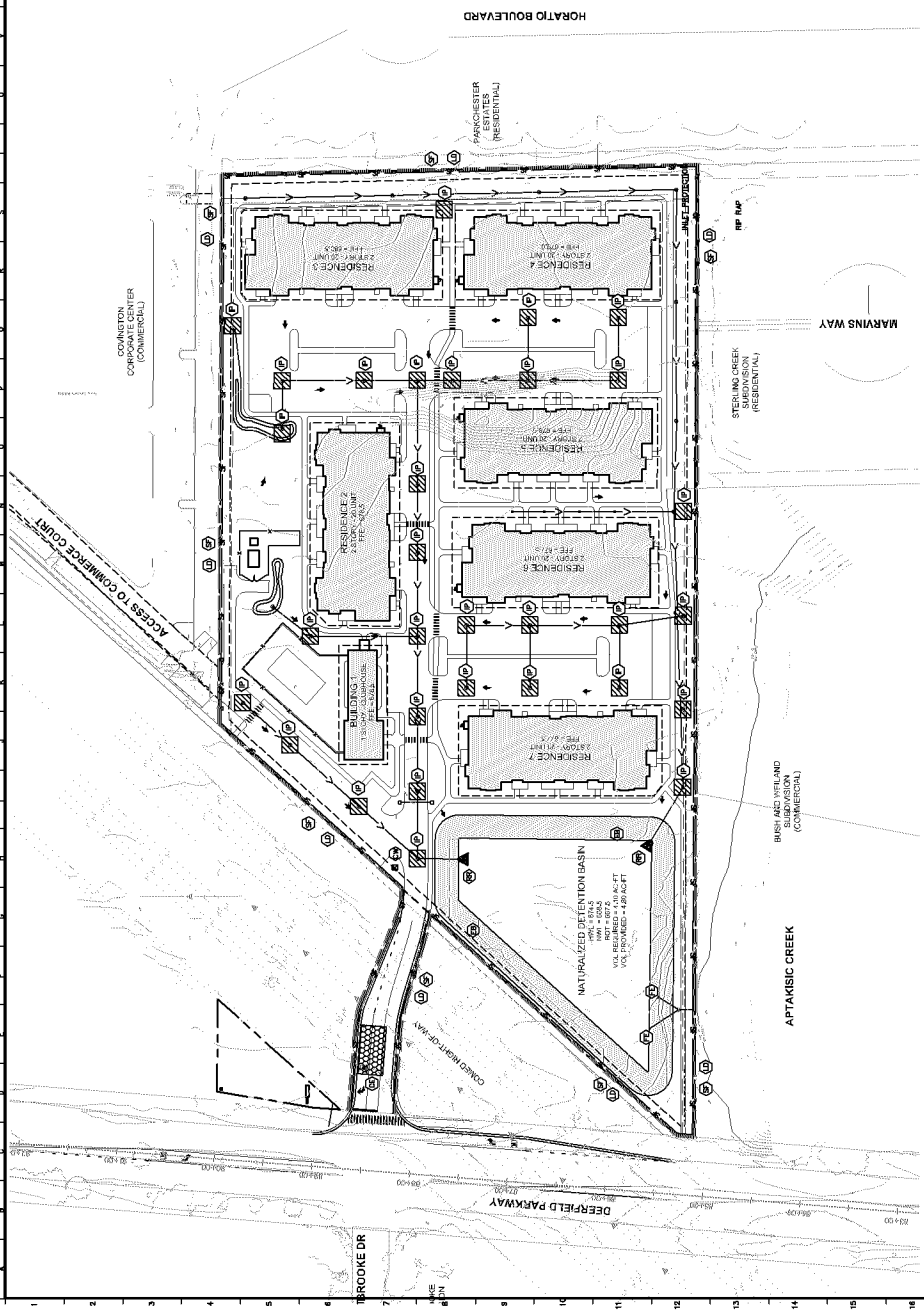
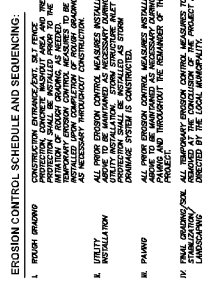
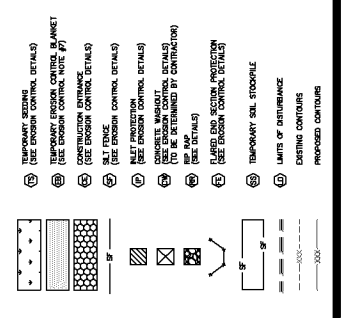


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811
1-800-892-0123

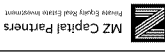






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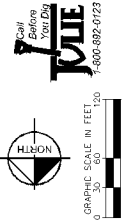
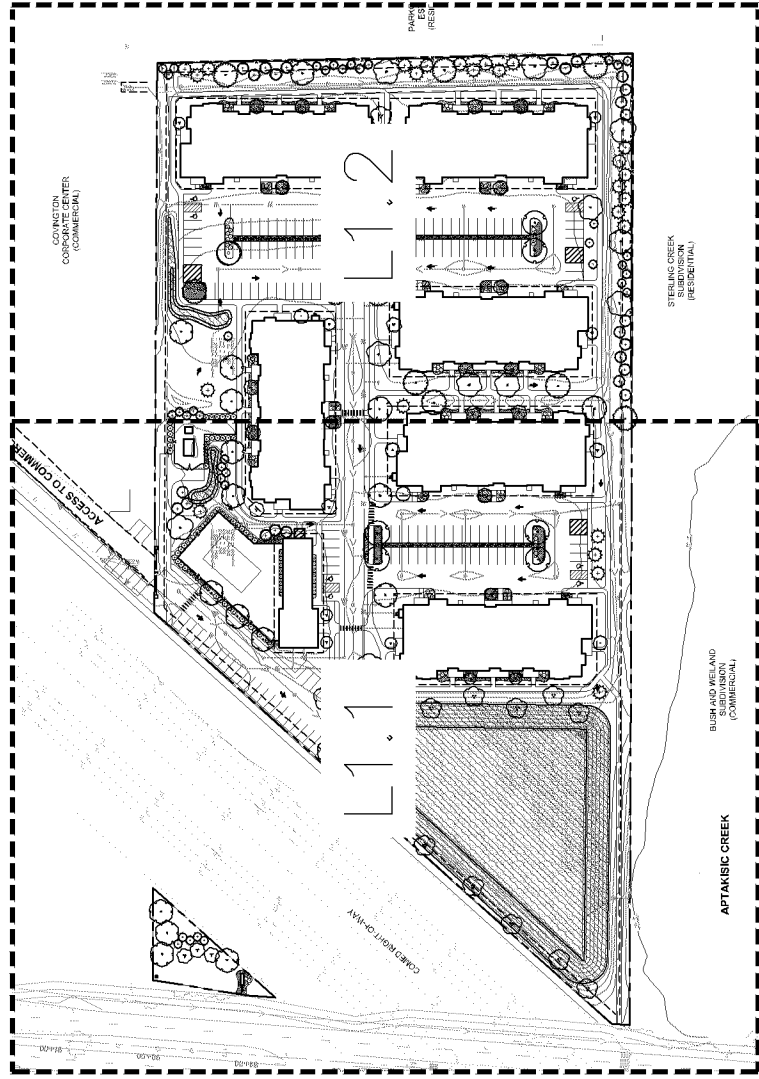
OVERALL
LANDSCAPE
PLAN



Kimley-Horn

NO.	REVISIONS	DATE	BY
1	VILLAGE COMMENTS	10/28/21	TKV

ORIGINATOR: KIMLEY-HORN
DATE: 10/27/2021
KHA PROJECT NO. 268045000
SHEET NUMBER
L1.0



Call
John
Kimley-Horn

1-800-892-0723



Division of Transportation

Shane E. Schneider, P.E.
Director of Transportation/County Engineer

600 West Winchester Road
Libertyville, Illinois 60048-1381
Phone 847 377 7400
Fax 847 984 5888

September 10, 2021

**Engineering Review 1
MZ Capital Acquisitions, LLC
Deerfield Parkway
MAJACC-051812-2021**

Ms. Emma Albers, PE, PTOE
Kimley-Horn and Associates
4201 Winfield Road
Suite 600
Warrenville, IL 60555

Dear Ms. Albers:

Review has been made of the application, geometry and traffic study submitted for the proposed multi-family development on the south side of Deerfield Road in the Village of Buffalo Grove. The following comments are made:

1. As the engineering plans are developed, there will be facility and utility permits required for the work within the right-of-way of Deerfield Parkway.
2. We have no comments on the traffic study.
3. We have no further comments on the geometric plan.
4. The engineering plans should be prepared and submitted in accordance with the Lake County Highway Access and Use Ordinance and the corresponding Technical Reference Manual.

Should you have any questions, do not hesitate to contact me at 847-377-7450.

Sincerely,

Betsy A. Duckert

Betsy A. Duckert, PE
Manager of Permitting

Cc: Brad Zaransky, MZ Capital Acquisitions
Luay Aboona, KLOA
Darren Monico, Village of Buffalo Grove

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

**16051 Deerfield Parkway Apartments
Buffalo Grove, IL
Fiscal Impact Report**

November 5, 2021

**Prepared for
MZ Capital Partners**

**By
Johnson Research Group, Inc.**

Contents

1	Executive Summary	1
2	Introduction	3
2.1	The Project.....	3
3	Student Population Estimates	4
3.1	Methodology.....	4
3.2	Student Population Estimates	4
4	Methodology for Estimating Revenue Generation.....	5
4.1	Property Tax Revenue.....	5
4.2	Evidenced Based Funding Formula	7
5	Fiscal Impact – School District 102	7
5.1	District 102 Revenues	7
5.1.1	Property Tax Revenues	7
5.1.2	School District Impact Fees	7
5.1.3	Evidence Based Funding Revenues	8
5.2	District 102 Expenditures	8
5.3	Net Fiscal Impact.....	9
6	Fiscal Impact – High School District 125.....	11
6.1	District 125 Revenues	11
6.1.1	Property Tax Revenues	11
6.1.2	School District Impact Fees	11
6.1.3	Evidence Based Funding Revenues	11
6.2	District 125 Expenditures	12
6.3	Net Fiscal Impact to District 125	13

Tables

1. MZ Capital Partners Development - Unit Mix and Rent
2. Estimated Number of Public School Age Children by School District
3. Net Increase in Property Tax for School Districts
4. School Impact Fee Calculation for District 102
5. District 102 Per Capita Tuition Charge – Base vs. Adjusted
6. Project Fiscal Impact on School District 102
7. School Impact Fee Calculation for District 125
8. District 125 Per Capita Tuition Charge – Base vs. Adjusted
9. Project Fiscal Impact on School District 125

1 Executive Summary

Introduction

Johnson Research Group, Inc. (JRG) was engaged by MZ Capital Partners to prepare an estimate of the fiscal impacts of their proposed development, a proposed 120-unit residential development in the Village of Buffalo Grove (the “Village”). The study addresses the net fiscal impacts to the two local school districts:

- Aptakisic-Tripp Elementary School District 102; and
- Stevenson High School District 125

The Project

The proposed residential development is located at 16051 Deerfield Parkway in Buffalo Grove within walking distance of the Buffalo Grove Metra Station. The apartment development consists of a three-story apartment development with an outdoor pool with expansive deck, high-end clubhouse with demonstration kitchen, state of the art fitness center, multiple lounges and work spaces, and on-site maintenance and management. The bedroom mix and average rents are presented below:

MZ Capital Partners Development - Unit Mix and Rent

Unit Size (bedrooms)	No. of Units	Rent
Studio	12	\$1,700
1 Bedroom	36	\$1,800
2 Bedroom	60	\$2,400
3 Bedroom	12	\$2,700
Total	120	

Student Population Estimates

Based on the application of demographic multipliers, it is estimated that approximately 16 Pre-school and elementary school age students are likely to attend District 102 schools and approximately 4 high school age children will attend the District 125 high school. Due to the large proportion of smaller units in the Project, the bulk of the students are generated by the two- and three-bedroom units. Studio and one-bedroom units represent 40% of the units proposed by MZ Capital but make up less than 1% of the total public school age students.

Net Fiscal Impact

Key impacts of the new development, which are also inputs to the estimates of the fiscal impacts of the Project, are as follows:

- It is estimated that the 120 households will generate 20 students: 16 (preK-8) and 4 (9-12).
- The Project will increase the equalized assessed value (EAV) of the property from approximately \$806,820 to \$7,999,992, generating an increase in annual property taxes of approximately \$665,410 following stabilization.
- The fiscal impact on the school districts will be positive:
 - Elementary School District 102 will see additional net revenue of \$250,431 per year following stabilization, with total net revenues of \$2,216,814 by 2033; and
 - High School District 125 will see additional net revenue of \$214,580 per year following stabilization, with total net revenues of \$1,899,465 by 2033.

2 Introduction

Johnson Research Group, Inc. (JRG) was engaged by MZ Capital Partners to prepare an estimate of the fiscal impacts of their proposed development, a proposed 120-unit residential development in the Village of Buffalo Grove (the “Village”). The study addresses the net fiscal impacts to the two local school districts:

- Aptakisic-Tripp Elementary School District 102; and
- Stevenson High School District 125

2.1 The Project

The proposed residential development is located at 16051 Deerfield Parkway in Buffalo Grove within walking distance of the Buffalo Grove Metra Station. The apartment development consists of a three-story apartment development with an outdoor pool with expansive deck, high-end clubhouse with demonstration kitchen, state of the art fitness center, multiple lounges and workspaces, and on-site maintenance and management. The bedroom mix and average rents are presented below:

Table 1. MZ Capital Partners Development - Unit Mix and Rent

Unit Size (bedrooms)	No. of Units	Rent
Studio	12	\$1,700
1 Bedroom	36	\$1,800
2 Bedroom	60	\$2,400
3 Bedroom	12	\$2,700
Total	120	

Consistent with other fiscal impact analyses, the impacts are presented in today’s dollars (2021), rather than inflated dollars over a ten-year period. The fiscal impacts are presented for the first year the Project is fully occupied. Because JRG’s estimates are in uninflated dollars, every year after this first year will have the same impact as this first year.

3 Student Population Estimates

3.1 Methodology

The student estimates were calculated using residential demographic multipliers obtained from Buffalo Grove Municipal Code Title 19, Chapter 19.01, Section 050¹ (the “Multipliers”) and are differentiated by housing type and housing size (bedrooms). Multipliers are provided for all Public School Age Children (SAC) and organized by grade groups that allow for tabulating by different school levels such as pre-school, elementary, junior high, and high school. For purposes of this study, estimates were aggregated for the elementary school level (Pre-school - Grade 8) and high school level (Grades 9 – 12).

3.2 Student Population Estimates

Based on the Multipliers, the analysis in the following table demonstrates that approximately 16 elementary school age students are likely to attend District 102 schools and approximately 4 high school age children will attend the District 125 high school. Based on the large proportion of smaller units, the bulk of the students are generated by the two- and three-bedroom units. Studio and one-bedroom units represent 40% of the units proposed by MZ Capital but make up less than 1% of the total public school age students.

Presented below and detailed in the Appendix are the Total Public School Age Children that can be expected to be generated by the proposed MZ Capital Partners residential development.

Table 2. Estimated Number of Public School Age Children by School District

Proposed MZ Capital MF Project	Total Units	Public School Age Children	
		ES D102	HS D125
Studio	12	-	-
1 Bedroom	36	0.1	-
2 Bedrooms	60	10.5	2.8
3 Bedrooms	12	4.9	1.4
Totals	120	15.5	4.2

¹ Buffalo Grove demographic multipliers are based on Illinois School Consulting Service/Associated Municipal Consultants, Inc. (1996)

4 Methodology for Estimating Revenue Generation

4.1 Property Tax Revenue

Annual property tax collections estimated to be generated by the Project are based on the assumptions described below. The Developer provided the assumptions about the Development components, quantities, rent levels, construction timing and leasing absorption timing. JRG gathered all other relevant information from the following sources: Lake County Assessor, Lake County Treasurer, CoStar, and Apartments.com web site.

Property Tax Calculation. The formula for calculation of property taxes is as follows:

$$\text{Property Tax} = \text{FMV} \times 33.33\% \text{ assessment rate} \times \text{Equalization Factor} \times \text{tax rate}$$

FMV is abbreviation for Assessor's Fair Market Value

Assessor's Fair Market Value (FMV). The Project's FMV was estimated based on a review of the assessed values and EAV of comparable developments in Lake County within 8 miles of the subject site. The closest two developments are The Wheatlands at 1225 Deerfield Parkway, and Windbrooke at 1160 Windbrooke Drive, but both of these are very old and not truly comparable to the proposed development. The Wheatlands was built in 1994 and has estimated average rent per unit of \$1,690 and Windbrooke Apartments was built in 1986, renovated in 2016, with estimated average rent per unit of \$1,710.

The best three comparable developments are the i) Arrive Town Center at 1220 E Route 45, ii) Milton Luxury Apartments at 1155 Museum Boulevard, and iii) The Altworth at Melody Farm at 1111 N Milwaukee Avenue (all in Vernon Hills). The estimated average rent per unit is \$2,235 at Arrive, \$2,278 at Milton, and \$2,890 at Altworth, as compared to the subject property's estimated initial rent per unit of \$2,330.

Arrive has 2021 FMV of \$213,500/unit, Milton has 2021 FMV of \$200,700/unit, and Altworth's 2021 FMV is \$281,100. Arrive has 11,600 square feet of commercial space, so adjusting for that yields an estimated FMV of \$198,400/unit.

Conclusion: JRG estimates the Project will be assessed with an FMV of approximately \$200,000 per unit, or the rounded off average of the best two comparable developments (Arrive and Milton).

State Equalization Factor. The State Equalization Factor for Lake County is usually 1.0 and is assumed to remain at 1.00 for purposes of these estimates.

Tax Rates. For purposes of these estimates, the most recent actual tax rates (2020) for each taxing district are utilized and held constant in all future years. The tax rates for assessment year 2020, payable in 2021, were as follows:

- Aptakisic Tripp Elementary School District #102 3.481509 %
- Stevenson High School District #125 2.983112 %

Inflation. For purposes of these estimates, no inflation in property valuation is assumed to be consistent with the impact analysis standard approach, but note that apartment values are typically assumed to grow at a modest rate near 2.0% per year.

Fully Assessed Taxes. Based on these assumptions, the Project's 120 units will have a total EAV of \$7,999,992 (in 2021 assessment year basis).

Partial Assessment in Lease Up Period. The Project is estimated to be completed by August 2023, with leasing and occupancy of 9 units per month from August 2023 through September 2024 when all units will be leased and occupied. Therefore in assessment years 2023 and 2024 the Project will not yet be fully assessed, estimated at 19% of full FMV for 2023 and 81% of full FMV for 2024 based on weighted average occupancy and land values.

Base Level Taxes. The total 2020 EAV of the two parcels (15-28-400-014 and 15-27-300-005) of the project site is 806,820. Thus the 2021 Base level taxes are \$28,090 for District 102 and \$24,068 for District 125.

Net Increase in Property Tax Revenue. The annual net property tax impact is based on the Project's estimated annual property tax minus the Base Level Taxes. In the Project's first fully assessed year, 2025, the net increase in property taxes above the base level is \$250,431 for District 102 and \$214,580 for District 125. The total increase in property taxes of the first ten years of the Project is \$2,216,814 for District 102 and \$1,899,465 for District 125, as shown in the table below (see the Appendix for more detailed tables).

Table 3. Net Increase in Property Tax for School Districts

Assessment Year	Collection Year	Net Increase in Property Tax	
		ES District 102	HS District 125
2023	2024	\$16,318	\$13,982
2024	2025	\$197,048	\$168,839
2025	2026	\$250,431	\$214,580
2026	2027	\$250,431	\$214,580
2027	2028	\$250,431	\$214,580
2028	2029	\$250,431	\$214,580
2029	2030	\$250,431	\$214,580
2030	2031	\$250,431	\$214,580
2031	2032	\$250,431	\$214,580
2032	2033	\$250,431	\$214,580
Total first 10 years		\$2,216,814	\$1,899,465

4.2 Evidenced Based Funding Formula

State funding for Illinois school changed significantly beginning in FY18 with the introduction of Evidence-Based Funding (EBF), which combines a Base Amount of aid for each school district and an additional amount, called Tier Funding, that considers the amount of local resources to achieve an adequate level of funding per student. The Base Amount for a school district is determined by adding the prior year's Base Amount to the prior year's Tier Funding amount. The estimates for both Elementary School District 102 and High School District 125 presented below rely on figures from the Illinois State Board of Education ("ISBE") for State Fiscal Year 2022, which provides funding for the 2021-22 school year. The Base Amount and Tier Amount are combined and presented as a single amount. The same amount is held constant for all future years.

5 Fiscal Impact – School District 102

The Project is located in Elementary School District 102. As presented in Section 1.0, the Project is estimated to generate approximately 16 public elementary school age students when the Project is fully completed and occupied. Sections 5.1 and 5.2 show the estimates of the annual additional revenues and additional operating costs associated with the Project. Table 5 is a summary of the estimated additional revenue and operating costs.

5.1 District 102 Revenues

5.1.1 Property Tax Revenues

Currently the development site generates approximately \$28,090 in property tax revenues for District 102. Upon the completion and full occupancy of the Project, the EAV of the site will increase by \$7,193,172 to \$7,999,922, resulting in an increase in annual property tax revenues for SD 102 of approximately \$250,431 in collection year 2026 following stabilization, assuming a tax rate of 3.481509% (2020 tax rate).

5.1.2 School District Impact Fees

The Village of Buffalo Grove imposes impact fees on new developments. A certain amount of those fees are conveyed to the school districts based on the type of development and the unit mix. The table below shows the calculation of fees for District 102. The total fees are included as revenues for District 102 in Section 5.3 Net Fiscal Impact Analysis.

Table 4. School Impact Fee Calculation for District 102

Unit Size (bedrooms)	No. of Units	Impact Fee per Unit¹	Total Fees
Studio	12	\$0.00	\$0.00
1 Bedroom	36	\$10.11	\$363.96
2 Bedroom	60	\$431.08	\$25,864.80
3 Bedroom	12	\$1,205.17	\$14,462.04
Total	120		\$40,690.80

¹ Source: Village of Buffalo Grove

5.1.3 Evidence Based Funding Revenues

For FY22, District 102 is projected to receive \$1,767,110 in Base Funding and \$64,382 in Tier Funding for a Gross State Contribution of \$1,831,491. As noted above, the FY22 Gross State Contribution will form the Base Amount for FY23. Using the Average Student Enrollment figure of 2,411.10 from the EBF formula, this comes out to \$743 per student. Based on this per capita figure, the Project could generate an additional \$11,888 per year of Evidence Base Funding for District 102 with the addition of 16 elementary school aged children from the Project.

5.2 District 102 Expenditures

With the additional enrollment of 16 students, the Project could increase expenses for District 102 by as much as \$227,248 per year or \$14,203 per student. This amount is based on the Per Capita Tuition Charge of \$15,346 that District 102 calculates for ISBE but excludes certain administrative expenses that would not be expected to increase with addition of so few students.

Table 4 below compares the Base Per Capita Tuition Charge calculation reported to ISBE and the Adjusted Per Capita Tuition Charge used in this study.

Table 5. District 102 Per Capita Tuition Charge – Base vs. Adjusted

	Base Calculation	Adjusted Calculation
<i>FY20 Expenditures</i>		
Education Fund	\$33,508,854	\$33,508,854
Operations and Maintenance	\$5,185,581	\$5,185,581
Debt Service Fund	\$866,068	\$866,068
Transportation Fund	\$1,755,400	\$1,755,400
Municipal Retirement / Social Security Fund	\$1,171,479	\$1,171,479
Tort Immunity Fund	\$343,994	\$343,994
<i>Total Expenditures</i>	<i>\$42,831,376</i>	<i>\$42,831,376</i>
Less Revenues/Expenditures Not Applicable to Operating Expense of Regular Program	\$6,167,920	\$6,167,920
Regular Operating Expenditures	36,663,456	36,663,456
Offsetting Revenues	\$3,019,173	\$3,019,173
<i>Net Operating Revenues</i>	<i>\$33,644,283</i>	<i>\$33,644,283</i>
Depreciation Allowance	\$3,357,108	\$3,357,108
<i>Total Allowance for Tuition Computation</i>	<i>\$37,001,391</i>	<i>\$37,001,391</i>
<i>Adjustments for Certain Expenditures Not Expected to Increase from Development</i>		
Less Support Services General Administration	0	\$1,051,210
Less Support Services School Administration	0	\$1,704,911
<i>Net Adjustments</i>	<i>0</i>	<i>\$2,756,121</i>
<i>Total Allowance for Tuition Computation</i>	<i>\$37,001,391</i>	<i>\$34,245,270</i>
Average Daily Attendance	2,411.10	2,411.10
<i>Per Capita Tuition Charge</i>	<i>\$15,346</i>	<i>\$14,203</i>
Additional School Age Children	16	16
<i>Total Per Capita Tuition Charge from Additional School Age Children</i>	<i>\$245,536</i>	<i>\$227,248</i>

Source: District 102 FY20 Annual Financial Report

5.3 Net Fiscal Impact

As demonstrated in Table 9 below, over the next 10 years, incremental revenues generated by the project are expected to exceed additional operating expenses by \$522,736. Following Project stabilization in 2025 incremental property taxes are projected to be \$250,431 compared to annual expenses of \$227,248. These revenues combined with additional State Aid will result in annual net revenues of \$35,071 per year for District 102.

MZ Capital Apartment Development
Fiscal Impacts Report

Table 6. Project Fiscal Impact on School District 102

Property Tax Levy Year	Tax Collection Year	Additional Revenues						Additional Expenses				Annual Fiscal Impact	
		Incremental EAV	Tax Rate ¹	Property Tax Revenue ²	School Dist. Impact Fees	Number of New Students ³	State Aid Per Student ⁴	Total State Aid	Total Revenues	Number of New Students ⁵	Annual Instructional Expense Per Student ⁶		Total Additional Instructional Expense
2022	2023	\$0	3.481509%	\$0	\$40,690	0	\$743	\$0	\$40,690	0	\$14,203	\$0	\$40,690
2023	2024	\$468,718	3.481509%	16,318	\$0	0	\$743	\$0	\$16,318	0	\$14,203	\$0	\$16,318
2024	2025	\$5,659,840	3.481509%	\$197,048	\$0	0	\$743	\$0	\$197,048	0	\$14,203	\$0	\$197,048
2025	2026	\$7,193,172	3.481509%	\$250,431	\$0	0	\$743	\$0	\$250,431	16	\$14,203	\$227,248	\$23,183
2026	2027	\$7,193,172	3.481509%	\$250,431	\$0	16	\$743	\$11,888	\$262,319	16	\$14,203	\$227,248	\$35,071
2027	2028	\$7,193,172	3.481509%	\$250,431	\$0	16	\$743	\$11,888	\$262,319	16	\$14,203	\$227,248	\$35,071
2028	2029	\$7,193,172	3.481509%	\$250,431	\$0	16	\$743	\$11,888	\$262,319	16	\$14,203	\$227,248	\$35,071
2029	2030	\$7,193,172	3.481509%	\$250,431	\$0	16	\$743	\$11,888	\$262,319	16	\$14,203	\$227,248	\$35,071
2030	2031	\$7,193,172	3.481509%	\$250,431	\$0	16	\$743	\$11,888	\$262,319	16	\$14,203	\$227,248	\$35,071
2031	2032	\$7,193,172	3.481509%	\$250,431	\$0	16	\$743	\$11,888	\$262,319	16	\$14,203	\$227,248	\$35,071
2032	2033	\$7,193,172	3.481509%	\$250,431	\$0	16	\$743	\$11,888	\$262,319	16	\$14,203	\$227,248	\$35,071
Totals				\$2,216,814	\$40,690			\$83,216	\$2,340,720			\$1,817,984	\$522,736

Notes:

1. Tax Year 2020 tax rate for School District 102.
2. Property Tax Revenues are based on property being assessed in the year of occupancy and collected the following year.
3. State aid is based on prior year attendance figures.
4. State Aid Per Student is based on FY22 Gross State Contribution that includes Base Amount and Tier Funding.
5. All additional students are assumed to enroll in the year the Project is fully stabilized.
6. Instructional expense per student is based on the Adjusted Per Capital Tuition Charge discussed above.

6 Fiscal Impact – High School District 125

The Project is located in High School District 125. As presented in Section 1.0, the Project is estimated to generate approximately 4 public high school age students when the Project is fully completed and occupied. Sections 6.1 and 6.2 show the estimates of the annual additional revenues and additional operating costs associated with the Project. Table 7 is a summary of the estimated additional revenue and operating costs.

6.1 District 125 Revenues

6.1.1 Property Tax Revenues

Currently the development site generates approximately \$24,068 in property tax revenues for District 125. Upon the completion and full occupancy of the Project, the EAV of the site will increase by \$7,193,172 to \$7,999,922, resulting in an increase in annual property tax revenues for District 125 of approximately \$214,580 in collection year 2026 following stabilization, assuming a tax rate of 2.983112% (2020 tax rate).

6.1.2 School District Impact Fees

As noted above, the Village of Buffalo Grove imposes impact fees on new developments, with a certain amount of those fees conveyed to the school districts based on the type of development and the unit mix. The table below shows the calculation of fees for District 125. The total fees are included as revenues for District 102 in Section 6.3 Net Fiscal Impact Analysis.

Table 7. School Impact Fee Calculation for District 125

Unit Size (bedrooms)	No. of Units	Impact Fee per Unit	Total Fees
Studio	12	\$0.00	\$0.00
1 Bedroom	36	\$3.04	\$109.44
2 Bedroom	60	\$140.00	\$8,400.00
3 Bedroom	12	\$359.13	\$4,309.56
Total	120		\$12,819.00

6.1.3 Evidence Based Funding Revenues

For FY22, District 125 is projected to receive \$2,556,879 in Base Funding and \$4,594 in Tier Funding for a Gross State Contribution of \$2,561,473. As noted above, the FY22 Gross State Contribution will form the Base Amount for FY23. Using the Average Student Enrollment of 4,303.50 from the EBF formula, this averages out to \$595 per student. Based on this per capita figure, the Project could generate an additional \$2,381 per year of Evidence Base Funding for District 125.

6.2 District 125 Expenditures

With the additional enrollment of 4 students, the Project could increase expenses for District 125 by as much as \$88,672 per year or \$22,168 per student. This amount is based on the Per Capita Tuition Charge of \$22,619 that District 125 calculates for ISBE but excludes certain administrative expenses that would not be expected to increase with addition of so few students.

The table below compares the Base Per Capita Tuition Charge calculation reported to ISBE and the Adjusted Per Capita Tuition Charge used in this study.

Table 8. District 125 Per Capita Tuition Charge – Base vs. Adjusted

	Base Calculation	Adjusted Calculation
<i>FY20 Expenditures</i>		
Education Fund	\$90,977,440	\$90,977,440
Operations and Maintenance	\$30,260,433	\$30,260,433
Debt Service Fund	\$4,903,485	\$4,903,485
Transportation Fund	\$5,023,678	\$5,023,678
Municipal Retirement / Social Security Fund	\$3,311,865	\$3,311,865
Tort Immunity Fund	\$370,333	\$370,333
<i>Total Expenditures</i>	<i>\$134,847,234</i>	<i>\$134,847,234</i>
Less Revenues/Expenditures Not Applicable to Operating Expense of Regular Program	\$93,806,955	\$93,806,955
Regular Operating Expenditures	\$10,259,857	\$10,259,857
Offsetting Revenues		
<i>Net Operating Revenues</i>	<i>\$83,547,098</i>	<i>\$83,547,098</i>
Depreciation Allowance	\$8,204,101	\$8,204,101
<i>Total Allowance for Tuition Computation</i>	<i>\$91,751,199</i>	<i>\$91,751,199</i>
<i>Adjustments for Certain Expenditures Not Expected to Increase from Development</i>		
Less Support Services General Administration	0	\$760,312
Less Support Services School Administration	0	\$1,071,718
<i>Net Adjustments</i>	<i>0</i>	<i>\$1,832,030</i>
<i>Total Allowance for Tuition Computation</i>	<i>\$91,751,199</i>	<i>\$89,919,169</i>
Average Daily Attendance	4,056.30	4,056.30
<i>Per Capita Tuition Charge</i>	<i>\$22,619</i>	<i>\$22,168</i>
Additional School Age Children	4	4
<i>Total Per Capita Tuition Charge from Additional School Age Children</i>	<i>\$90,476</i>	<i>\$88,672</i>

Source: SD 125 FY20 Annual Financial Report

6.3 Net Fiscal Impact to District 125

As demonstrated in Table 9 below, over the next 10 years, incremental revenues generated by the project are expected to exceed additional operating expenses by \$1,219,574. Following Project stabilization in 2025 incremental property taxes are projected to be \$214,580 compared to annual expenses of \$88,672. These revenues combined with additional State Aid will result in annual net revenues of \$128,289 per year for District 125.

MZ Capital Apartment Development
Fiscal Impacts Report

Table 9. Project Fiscal Impact on School District 125

Property Tax Levy Year	Tax Collection Year	Additional Revenues						Additional Expenses			Annual Fiscal Impact		
		Incremental EAV	Tax Rate ¹	Property Tax Revenue ²	School Dist. Impact Fees	Number of New Students ³	State Aid Per Student ⁴	Total State Aid	Total Revenues	Number of New Students ⁵		Annual Instructional Expense Per Student ⁶	Total Additional Instructional Expense
2022	2023	\$0	2.983112%	\$0	\$12,819	0	\$595	\$0	\$12,819	0	\$22,168	\$0	\$12,819
2023	2024	\$468,718	2.983112%	\$13,892	\$0	0	\$595	\$0	\$13,982	0	\$22,168	\$0	\$13,982
2024	2025	\$5,659,840	2.983112%	\$168,839	\$0	0	\$595	\$0	\$168,839	0	\$22,168	\$0	\$168,839
2025	2026	\$7,193,172	2.983112%	\$214,580	\$0	0	\$595	\$0	\$214,580	4	\$22,168	\$88,672	\$125,908
2026	2027	\$7,193,172	2.983112%	\$214,580	\$0	4	\$595	\$2,381	\$216,961	4	\$22,168	\$88,672	\$128,289
2027	2028	\$7,193,172	2.983112%	\$214,580	\$0	4	\$595	\$2,381	\$216,961	4	\$22,168	\$88,672	\$128,289
2028	2029	\$7,193,172	2.983112%	\$214,580	\$0	4	\$595	\$2,381	\$216,961	4	\$22,168	\$88,672	\$128,289
2029	2030	\$7,193,172	2.983112%	\$214,580	\$0	4	\$595	\$2,381	\$216,961	4	\$22,168	\$88,672	\$128,289
2030	2031	\$7,193,172	2.983112%	\$214,580	\$0	4	\$595	\$2,381	\$216,961	4	\$22,168	\$88,672	\$128,289
2031	2032	\$7,193,172	2.983112%	\$214,580	\$0	4	\$595	\$2,381	\$216,961	4	\$22,168	\$88,672	\$128,289
2032	2033	\$7,193,172	2.983112%	\$214,580	\$0	4	\$595	\$2,381	\$216,961	4	\$22,168	\$88,672	\$128,289
Totals				\$1,899,465	\$12,819			\$16,666	\$1,928,950			\$709,376	\$1,219,574

Notes:

1. Tax Year 2020 tax rate for School District 125.
2. Property Tax Revenues are based on property being assessed in the year of occupancy and collected the following year.
3. State aid is based on prior year attendance figures.
4. State Aid Per Student is based on FY22 Gross State Contribution that includes Base Amount and Tier Funding.
5. All additional students are assumed to enroll in the year the Project is fully stabilized.
6. Instructional expense per student is based on the Adjusted Per Capital Tuition Charge discussed above.

Appendix

Table A-1: Student Generation Estimates

Table A-2: Assumptions for Estimating Incremental Revenue

Table A-3: Preliminary Estimated Incremental Property Taxes

Table A-1: Student Generation Estimates
Proposed MZ Capital Multi-Family Residential Development
Buffalo Grove, Illinois

Table 1. Residential Multipliers for All School Age Children -- Illinois

Type of Unit	Pre-School	Elementary Grades K-5	Jr High Grades 6-8	Total Grades K-8	High School Grades 9-12
Efficiency	0-4 Years 0.000	5-10 Years 0.000	11-13 Years 0.000	5-13 Years 0.000	14-17 Years 0.000
1 Bedroom	0.000	0.002	0.001	0.003	0.001
2 Bedroom	0.047	0.086	0.042	0.128	0.046
3 Bedroom	0.052	0.234	0.123	0.357	0.118

Source: Buffalo Grove Municipal Code Title 19, Chapter 19.01, Section 050

Table 2. Estimated Number of All School Age Children by Grade and by District

Bedrooms	No. of Units	School Age Children by Grade				School District	
		Pre-School	Elementary	Jr High	Total	ES 102	HS 125
Studio	12	-	0.0	0.0	0.0	-	-
1 Bedroom	36	-	0.1	0.0	0.1	0.1	0.0
2 Bedroom	60	2.8	5.2	2.5	10.5	10.5	2.8
3 Bedroom	12	0.6	2.8	1.5	4.9	4.9	1.4
	120	3.4	8.0	4.0	15.5	15.5	4.2

Source: MZ Capital Partners, Buffalo Grove Municipal Code Title 19, Chapter 19.01, Section 050 Demographic Multipliers, JRG, Inc.

TABLE A-2: Assumptions for Estimating Property Tax Revenue: 120-unit Rental Apartments
16051 Deerfield Parkway
Village of Buffalo Grove, Illinois

Development Assumptions						
Redevelopment Component	Quantity	Estimated Assessor's FMV		Annual Taxes per unit	Construction Start *	Occupancy Begins *
Rental Apartments	120 units	\$200,000	per unit	\$6,166	April 2022	August 2023
* Developer indicates a 12 to 16 month construction period, followed by 12 to 16 months to reach full occupancy. JRG assumes leasing absorption of 9 units per month, beginning in August 2023 until full occupied by September 2024.						
Percent of Full Assessment Achieved by Assessment Year:						
Redevelopment Component	2021	2022	2023	2024	2025	2026 & thereafter
Rental Apartments	0%	0%	16%	81%	100%	100%
Other Key Assumptions						
State Equalization Factor	1.0000					
Aggregate Tax Rate (assumed constant)	9.250582% per 2020 rate (most recent)					
Tax Rate, School District K-8	3.481509% Aptakisic Tripp Consolidated School District #102 – 2020 rate					
Tax Rate, School District 9-12	2.983112% Stevenson High School District #125 – 2020 rate					
Annual inflation rate	0.0%					
Collection Rate	100.0%					
Site PINs	15-28-400-014 15-27-300-005					
Redevelopment project assumptions are based upon a redevelopment scenario per the Developer.						

Johnson Research Group, Inc.
November 5, 2021

TABLE A-3: Preliminary Estimated Incremental Property Taxes -- 120-unit Rental Apartments
16051 Deerfield Parkway
Village of Buffalo Grove, Illinois

Year	Assessment Year	Collection Year	- Rental Apartments	Existing Site EAV	Total Estimated EAV	Base Level EAV	Net Increase in EAV	Current Base Property Taxes			Net Increase in Property Taxes (above Base)		
								Aggregate (all districts)	ES District #102	HS District #125	Aggregate (all districts)	ES District #102	HS District #125
2020	2021	2021	-	806,820	806,820	806,820	-	\$ 74,636	\$ 28,090	\$ 24,068	-	-	-
2021	2022	2022	-	806,820	806,820	806,820	-	\$ 74,636	\$ 28,090	\$ 24,068	-	-	-
0	2022	2023	-	806,820	806,820	806,820	-	\$ 74,636	\$ 28,090	\$ 24,068	-	-	-
1	2023	2024	1,275,538	-	1,275,538	806,820	468,718	\$ 74,636	\$ 28,090	\$ 24,068	43,359	16,318	13,982
2	2024	2025	6,466,660	-	6,466,660	806,820	5,659,840	\$ 74,636	\$ 28,090	\$ 24,068	523,568	197,048	168,839
3	2025	2026	7,999,992	-	7,999,992	806,820	7,193,172	\$ 74,636	\$ 28,090	\$ 24,068	665,410	250,431	214,580
4	2026	2027	7,999,992	-	7,999,992	806,820	7,193,172	\$ 74,636	\$ 28,090	\$ 24,068	665,410	250,431	214,580
5	2027	2028	7,999,992	-	7,999,992	806,820	7,193,172	\$ 74,636	\$ 28,090	\$ 24,068	665,410	250,431	214,580
6	2028	2029	7,999,992	-	7,999,992	806,820	7,193,172	\$ 74,636	\$ 28,090	\$ 24,068	665,410	250,431	214,580
7	2029	2030	7,999,992	-	7,999,992	806,820	7,193,172	\$ 74,636	\$ 28,090	\$ 24,068	665,410	250,431	214,580
8	2030	2031	7,999,992	-	7,999,992	806,820	7,193,172	\$ 74,636	\$ 28,090	\$ 24,068	665,410	250,431	214,580
9	2031	2032	7,999,992	-	7,999,992	806,820	7,193,172	\$ 74,636	\$ 28,090	\$ 24,068	665,410	250,431	214,580
10	2032	2033	7,999,992	-	7,999,992	806,820	7,193,172	\$ 74,636	\$ 28,090	\$ 24,068	665,410	250,431	214,580
Total First Ten Years (collection years 2024 through 2033)								820,991	308,985	264,752	5,890,209	2,216,814	1,899,465

Notes and Assumptions

- The revenue collected shown in the table above is net of the City TIF Administration Cost of 0.0%
- See Table 1 for detailed redevelopment description and other key assumptions.

Johnson Research Group, Inc.
11/5/2021

Traffic Impact Study Proposed Residential Development

Buffalo Grove, Illinois



Prepared For:



MZ Capital Partners

Private Equity Real Estate Investment

KLOA
Kenig, Lindgren, O'Hara, Aboona, Inc.

August 5, 2021

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed residential development to be located on the south side of Deerfield Parkway east of its intersection with Weiland Road in Buffalo Grove, Illinois. As proposed, the site will be developed to provide a high-end rental apartment community with six buildings totaling 120 units. Access to the site will be provided via a full movement access drive on Deerfield Parkway aligned opposite Windbrooke Drive. An emergency access drive will also be provided to the east.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed development.

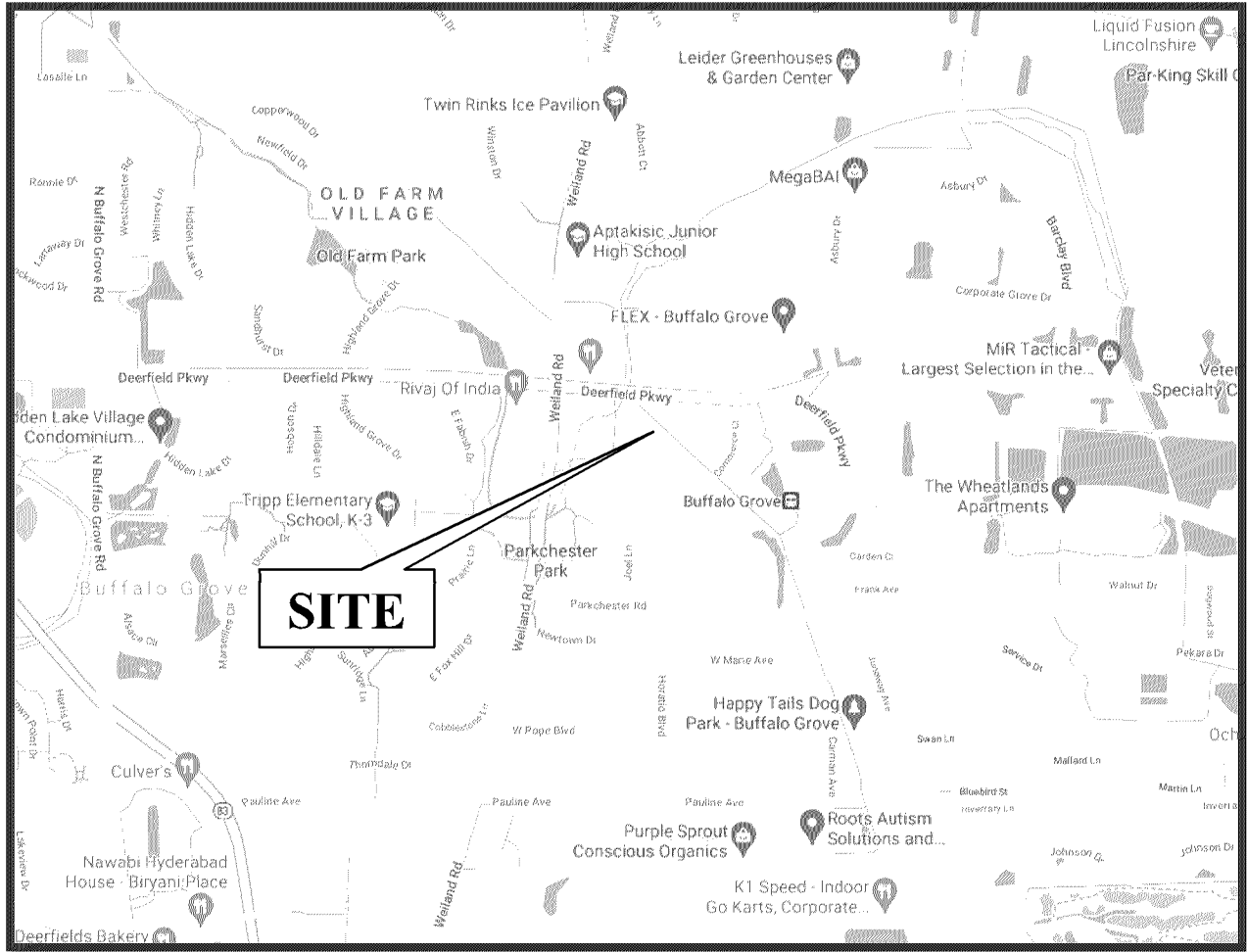
Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site area.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning and weekday evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

Traffic capacity analyses were conducted for the weekday morning and weekday evening peak hours for the following conditions:

1. Existing Condition - Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. Future Condition – Analyzes the projected traffic volumes which includes the existing traffic volumes increased by an ambient area growth factor (growth not attributable to any particular development) and the traffic estimated to be generated by the proposed subject development.



Site Location

Figure 1



Aerial View of Site

Figure 2

2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on field visits conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices and existing peak hour traffic volumes.

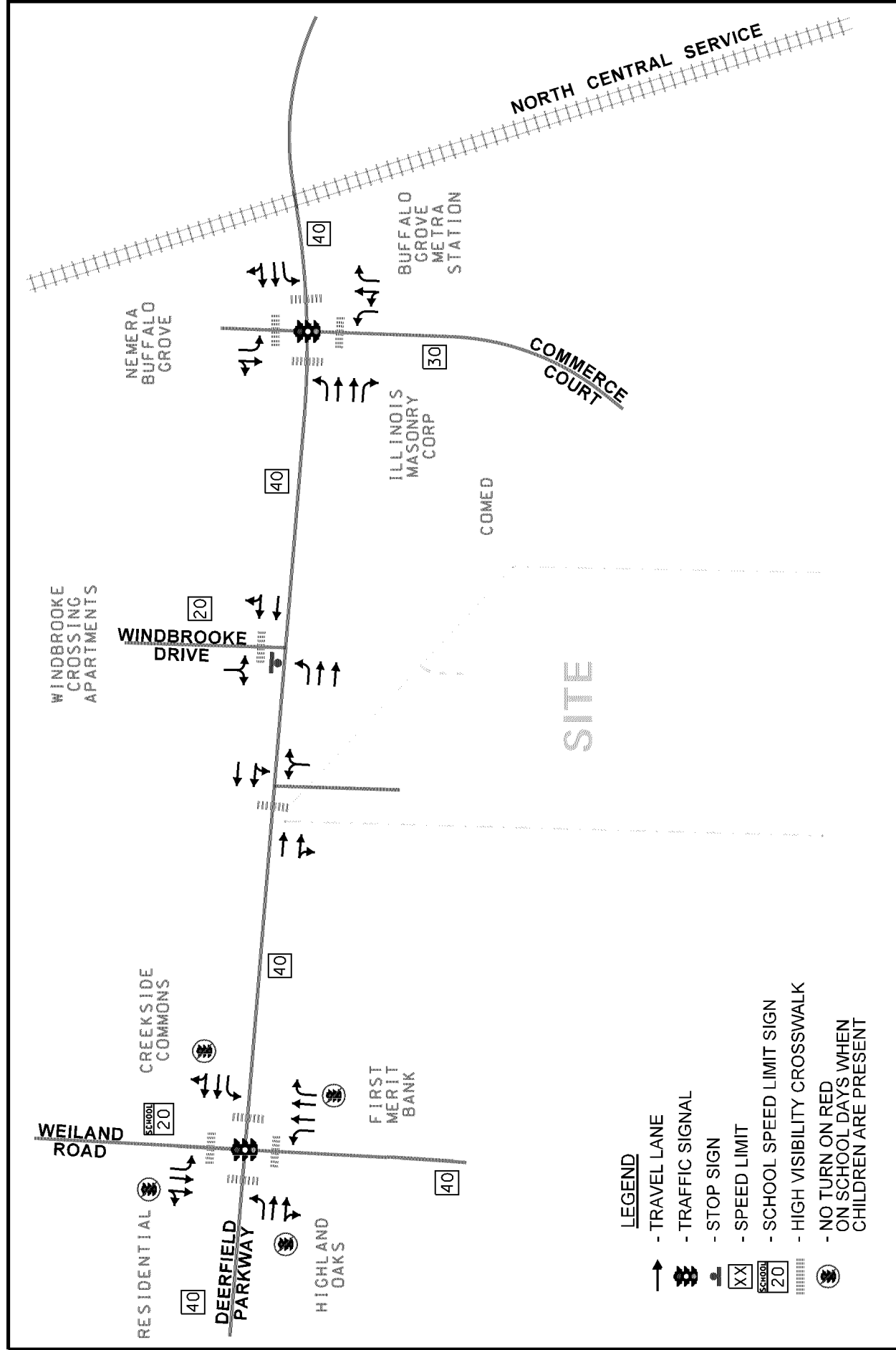
Site Location

The site is located on the south side of Deerfield Parkway (Lake County Route 47) east of its intersection with Weiland Road (Lake County Route 17). The site is currently developed with an office building and storage yard occupied by Concrete Erectors. The access drive for Concrete Erectors is located approximately 790 feet east of Weiland Road and approximately 225 feet west of Windbrooke Drive. Area land uses in the vicinity of the site are primarily residential and commercial and include the Windbrooke Crossing apartments to the immediate north. To the east are the Illinois Masonry Corporation, a ComEd substation, Buffalo Grove Park-N-Ride lot, Buffalo Grove Transportation Center, and Perfect Power Inc. To the south are single-family homes and to the west is Huntington Bank and Revere Electric Supply. In addition, a bike path under the jurisdiction of the Buffalo Grove Park District is located near the site. The bike path crosses Deerfield Parkway approximately 90 feet west of the Concrete Erectors access drive. The bike path provides connections for pedestrians and cyclists to Aptakisic Junior High School to the north and the Buffalo Grove Transportation Center to the east. The north end of the site access drive is crossed by overhead power transmission wires owned by ComEd.

Existing Roadway System Characteristics

The characteristics of the existing roadways near the development are described below. **Figure 3** illustrates the existing roadway characteristics.

Deerfield Parkway (Lake County Route 47) is an east-west roadway with a five-lane cross section that in the vicinity of the site provides two lanes in each direction divided by a landscaped median. At its signalized intersection with Weiland Road, Deerfield Parkway provides an exclusive left-turn lane, an exclusive through lane, a shared through/right-turn lane, and a high-visibility crosswalk on both approaches. At its unsignalized intersection with the Concrete Erectors access drive, Deerfield Parkway provides an exclusive through lane and a shared through/right-turn lane on the eastbound approach and a shared left-turn/through lane and an exclusive through lane on the westbound approach. At its unsignalized intersection with Windbrooke Drive, Deerfield Parkway provides an exclusive left-turn lane and two through lanes on the eastbound approach and an exclusive through lane and a shared through/right-turn lane on the westbound approach. At its signalized intersection with Commerce Court, Deerfield Parkway provides an exclusive left-turn lane, two through lanes, and an exclusive right-turn lane on the eastbound approach and an exclusive left-turn lane, an exclusive through lane, and a shared through/right-turn lane on the westbound approach. Deerfield Parkway provides high visibility crosswalks on both legs of its intersection with Commerce Court.



Existing Roadway Characteristics

Residential Development
Buffalo Grove, Illinois

Deerfield Parkway is under the jurisdiction of the Lake County Division of Transportation (LCDOT), is classified as a minor arterial by the Illinois Department of Transportation (IDOT), carries an Annual Average Daily Traffic (AADT) volume of 21,700 (IDOT AADT 2019), and has a posted speed limit of 40 miles per hour.

Weiland Road (Lake County Route 17) is a north-south roadway that in the vicinity of the site provides two through lanes in each direction. At its signalized intersection with Deerfield Parkway, Weiland Road provides an exclusive left-turn lane, an exclusive through lane, and a combined through/right-turn lane on the southbound approach and an exclusive left-turn lane, two exclusive through lanes, and an exclusive right-turn lane on the northbound approach. Weiland Road provides high visibility crosswalks on both legs of its intersection with Deerfield Parkway. Weiland Road is under the jurisdiction of LCDOT but is maintained by the Village of Buffalo Grove and is classified a major collector by IDOT. Weiland Road carries an Annual Average Daily Traffic (AADT) volume of 11,600 (IDOT AADT 2019) north of Deerfield Parkway and a volume of 15,000 (IDOT AADT 2019) south of Deerfield Parkway. The posted speed limit is 40 miles per hour, with a school zone speed limit of 25 miles per hour north of the intersection with Deerfield Parkway for Aptakisic Junior High School.

It should be noted that according to Lake County's 2016-2021 Proposed Highway Improvement Program, Weiland Road is to be widened from two lanes to four lanes between Lake Cook Road and Aptakisic Road. Once completed, two through lanes in each direction will be provided continuously between Lake Cook Road and Aptakisic Road. Construction is scheduled to be completed in 2021.

Commerce Court is a north-south local roadway that generally provides one lane in each direction and extends from its intersection with Deerfield Parkway to its dead-end approximately one-third of a mile south of Deerfield Parkway. At its signalized intersection with Deerfield Parkway, Commerce Court provides an exclusive left-turn lane, a shared left-turn/through lane, and an exclusive right-turn lane on the northbound approach and an exclusive left-turn lane and a shared through/right-turn lane on the southbound approach. Commerce Court provides high visibility crosswalks on both legs of its intersection with Deerfield Parkway. Commerce Court is under the jurisdiction of the Village of Buffalo Grove, carries an ADT volume of 2,665 vehicles as reported by LCDOT in 2013, and has a posted speed limit of 30 mph.

Windbrooke Drive is a north-south local roadway that provides access to the Windbrooke Crossing apartments on the north side of Deerfield Parkway. At its unsignalized intersection with Deerfield Parkway, Windbrooke Drive provides a combined left-turn/right-turn lane under stop sign control. Windbrooke Drive is under the jurisdiction of the Village of Buffalo Grove, has a posted speed limit of 20 mph, and parking is prohibited on both sides of the street.

Public Transportation

The area is served by two modes of public transportation, Metra commuter rail and the Pace Bus system. All public transportation service in the immediate vicinity of the site arrives at the Buffalo Grove Transportation Center, which incorporates the Buffalo Grove Park-N-Ride lot as one of its amenities along with bike racks. The Buffalo Grove Transportation Center is approximately one-quarter mile away from the site via Deerfield Parkway or the bike path adjacent to the site.

The following summarizes the public transportation services provided to the area:

- The Buffalo Grove Metra Station is located east of the site and provides weekday rail service on the North Central Service line between Antioch, Illinois and Union Station in Chicago. The Buffalo Grove stop acts as a terminus and originating point for select trains. The far-south end of the platform is approximately 1800 feet from the site via the bike path. Due to COVID-19, Metra is currently running reduced service and a revised schedule. As of July 2021, the line provides six inbound trains and six outbound trains daily. The first inbound train departs Antioch at 5:20 A.M., with the last train departing from Buffalo Grove at 4:10 P.M. The first outbound train departs Chicago's Union Station at 7:10 A.M., with the last train departing at 6:00 P.M. Approximately two inbound trains cross Deerfield Parkway during the morning peak hour and approximately one outbound train crosses Deerfield Parkway during the evening peak hour. The gates at the train tracks remain closed for approximately 70 seconds for an inbound train and approximately 130 seconds for an outbound train. A reference of past timetables (pre-COVID-19) shows 11 inbound trains and 11 outbound trains daily, with three inbound trains crossing Deerfield Parkway during the morning peak hour and one inbound and three outbound trains crossing Deerfield Parkway during the evening peak hour. Buffalo Grove is the most-trafficked station on the North Central Service.
- *Pace Bus Route 234 – Wheeling-Des Plaines* runs from Des Plaines to Wheeling with rush hour service to Buffalo Grove. This line provides weekday service between the Des Plaines Metra station and Strong/Milwaukee in Wheeling with rush hour service extending to the Buffalo Grove Transportation Center in Buffalo Grove. The nearest bus stops are located in the southeast and southwest corners of the intersection of Deerfield Parkway with Commerce Court. The Wheeling Metra station, Randhurst Mall, Mt. Prospect Metra station, Cumberland Metra station, Des Plaines Metra station, Buffalo Grove Park-N-Ride lot, and Buffalo Grove Metra station are all served by this route.
- *Pace Bus Route 272 – Milwaukee Avenue North* runs along U.S. Route 45 and Illinois State Route 21 with a stop for both directions on selective weekday runs at the Buffalo Grove Transportation Center, which is the nearest bus stop to the site. This line provides weekday service between the Golf Mill Shopping Center in Niles and Hawthorne Mall in Vernon Hills. The Buffalo Grove Park-N-Ride lot, Buffalo Grove Metra station, Chicago Executive Airport, Golf Mill Shopping Center, and Westfield Hawthorn Mall are served by this route.
- *Pace Bus Route 626 – Skokie-Buffalo Grove Limited* runs along I-94, Lake Cook Road, Milwaukee Avenue, and Barclay Boulevard with a stop for both directions at the Buffalo Grove Transportation Center, which is the nearest bus stop to the site. This line provides weekday service from Lincolnshire Corporate Center to the Dempster-Skokie CTA Yellow Line station. The Dempster-Skokie Yellow Line CTA station, Lake Cook Road Metra station, Northbrook Court, and the Buffalo Grove Park-N-Ride lot are served by this route.

All of the roads within the immediate area generally have sidewalks on both sides of the road with the exception of Commerce Court, which only has sidewalks on the east side of the road.

Existing Traffic Volumes

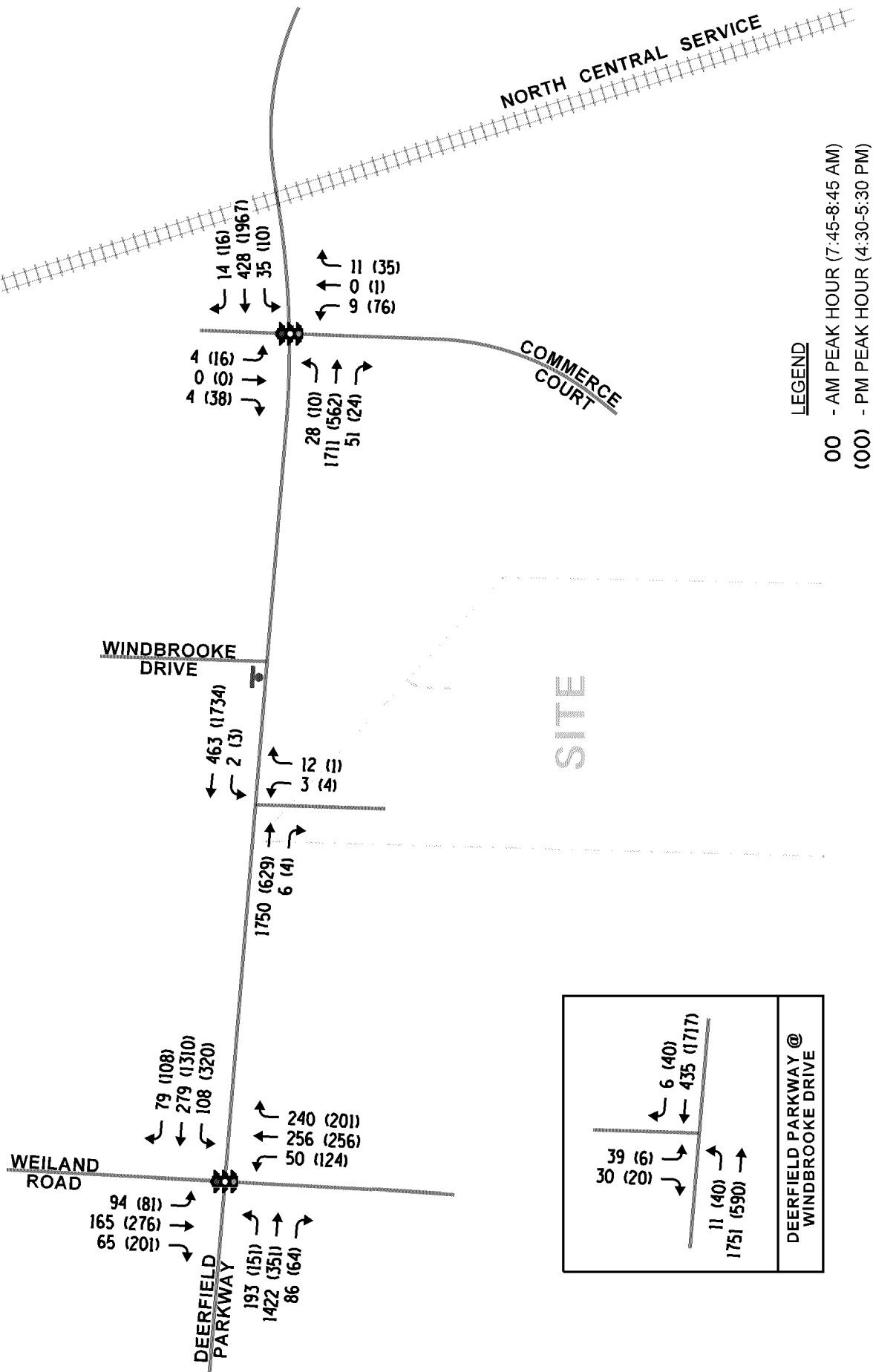
In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period traffic counts using Miovision Scout Video Collection Units on Wednesday, June 30, 2021, during the weekday morning (7:00 A.M. to 9:00 A.M.) and weekday evening (4:00 P.M. to 6:00 P.M.) peak periods at the following intersections:

- Deerfield Parkway with Weiland Road
- Deerfield Parkway with Commerce Court

The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 7:45 A.M. to 8:45 A.M. and the weekday evening peak hour of traffic occurs from 4:30 P.M. to 5:30 P.M. Copies of the traffic count summary sheets are included in the Appendix.

These counts were supplemented with counts previously conducted at the intersection of Deerfield Parkway with Windbrooke Drive and Deerfield Parkway with the Concrete Erectors Drive in 2016 that were adjusted to reflect 2021 traffic conditions.

Due to the COVID-19 pandemic, it is anticipated that the traffic volumes in the area are not representative of typical conditions. As such, the traffic counts taken in 2021 were adjusted to represent the normal traffic conditions. Referencing the previously conducted counts in 2016 and the IDOT two-way counts from 2019 on Deerfield Parkway, it was determined that the morning and evening peak hour volumes taken in 2021 were an average twenty five percent less than they would be under normal conditions. As such, the morning and evening peak hour counts were increased twenty five percent. **Figure 4** illustrates the Year 2021 base traffic volumes.



Crash Analysis

KLOA, Inc. obtained crash data¹ from IDOT for the most recent available five years (2016 to 2020) for the intersections of Deerfield Parkway with Weiland Road, Deerfield Parkway with Commerce Court, and Deerfield Parkway with Windbrooke Drive. The crash data for the intersection of Deerfield Parkway with Weiland Road is summarized in **Table 1**. A review of the crash data indicated that only seven crashes occurred at the intersection of Deerfield Parkway with Commerce Court and eight crashes occurred at the intersection of Deerfield Parkway with Windbrooke Drive between 2016 and 2020. Additionally, it should be noted that no fatalities were reported at these intersections.

Table 1
DEERFIELD PARKWAY WITH WEILAND ROAD – CRASH SUMMARY

Year	Type of Crash Frequency							Total
	Angle	Pedestrian	Object	Rear End	Sideswipe	Turning	Other	
2016	0	0	0	6	2	1	0	9
2017	0	0	0	4	2	3	0	9
2018	0	0	0	11	0	8	0	19
2019	0	0	0	9	2	9	0	20
2020	<u>1</u>	<u>0</u>	<u>1</u>	<u>4</u>	<u>2</u>	<u>3</u>	<u>0</u>	<u>11</u>
Total	1	0	1	34	8	24	0	68
Average	<1.0	<1.0	<1.0	6.8	1.6	4.8	<1.0	13.6

¹ IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. Any conclusions drawn from analysis of the aforementioned data are the sole responsibility of the data recipient(s). Additionally, for coding years 2015 to present, the Bureau of Data Collection uses the exact latitude/longitude supplied by the investigating law enforcement agency to locate crashes. Therefore, location data may vary in previous years since data prior to 2015 was physically located by bureau personnel.

3. Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

Proposed Site and Development Plan

As proposed, the plans call for developing a high-end rental apartment complex on the site with 120 units in six buildings. Access to the proposed development will be provided via a full movement access drive off Deerfield Parkway aligned opposite Windbrooke Drive. The access drive should provide one inbound lane and two outbound lanes, with outbound movements under stop-sign control. An additional access drive for emergency vehicles along the north edge of the site should provide a connection with the adjacent property to the east occupied by Perfect Power Inc. The existing bike path will remain at its current location and will provide the residents of the proposed development with non-motorized connections to the Buffalo Grove Transportation Center. Furthermore, as part of the proposed development, the existing curb cut serving Concrete Erectors will be eliminated. A copy of the preliminary site plan depicting the proposed development and access is included in the Appendix.

Directional Distribution

The directions from which residents of the proposed development will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the development-generated traffic.

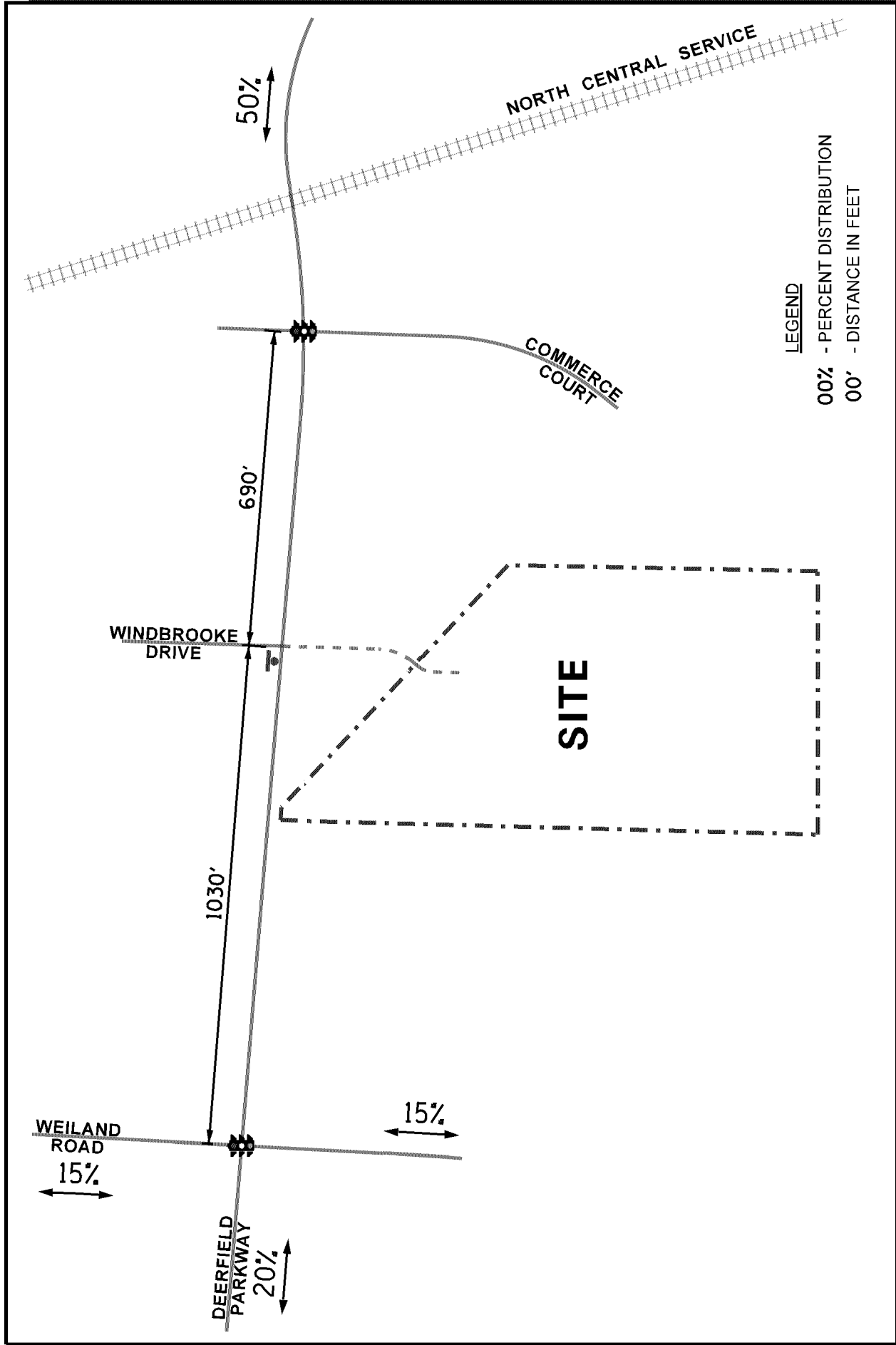
Estimated Site Traffic Generation

The volume of traffic generated by the proposed apartment development was estimated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition. The “Multifamily Housing (Low Rise)” (Land-Use Code 220) was used. **Table 2** illustrates the vehicle trips anticipated for this development.

Table 2

ESTIMATED SITE-GENERATED TRAFFIC VOLUMES

ITE Land Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way Trips		
		In	Out	Total	In	Out	Total	In	Out	Total
220	Apartments (120 Units)	13	44	57	43	26	69	433	433	866



Estimated Directional Distribution

Residential Development
Buffalo Grove, Illinois

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject development.

Development Traffic Assignment

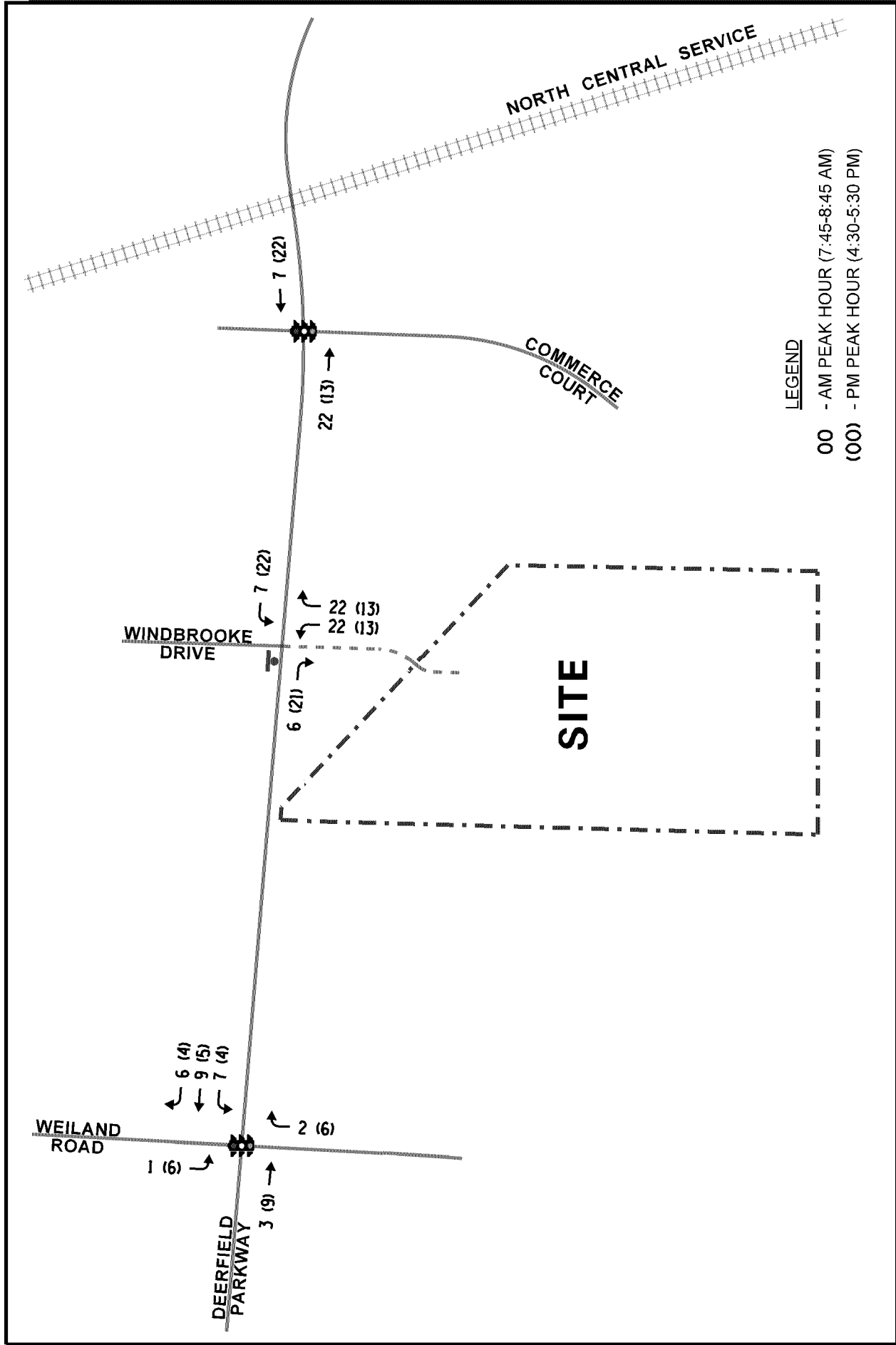
The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). The total new traffic assignment for the residential development is illustrated in **Figure 6**.

Background Traffic Conditions

The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). As per Lake County's Highway Access and Use Ordinance, the existing volumes were increased by three percent for two years for a total of six percent. **Figure 7** illustrates the Year 2023 no-build traffic volumes.

Total Projected Traffic Volumes

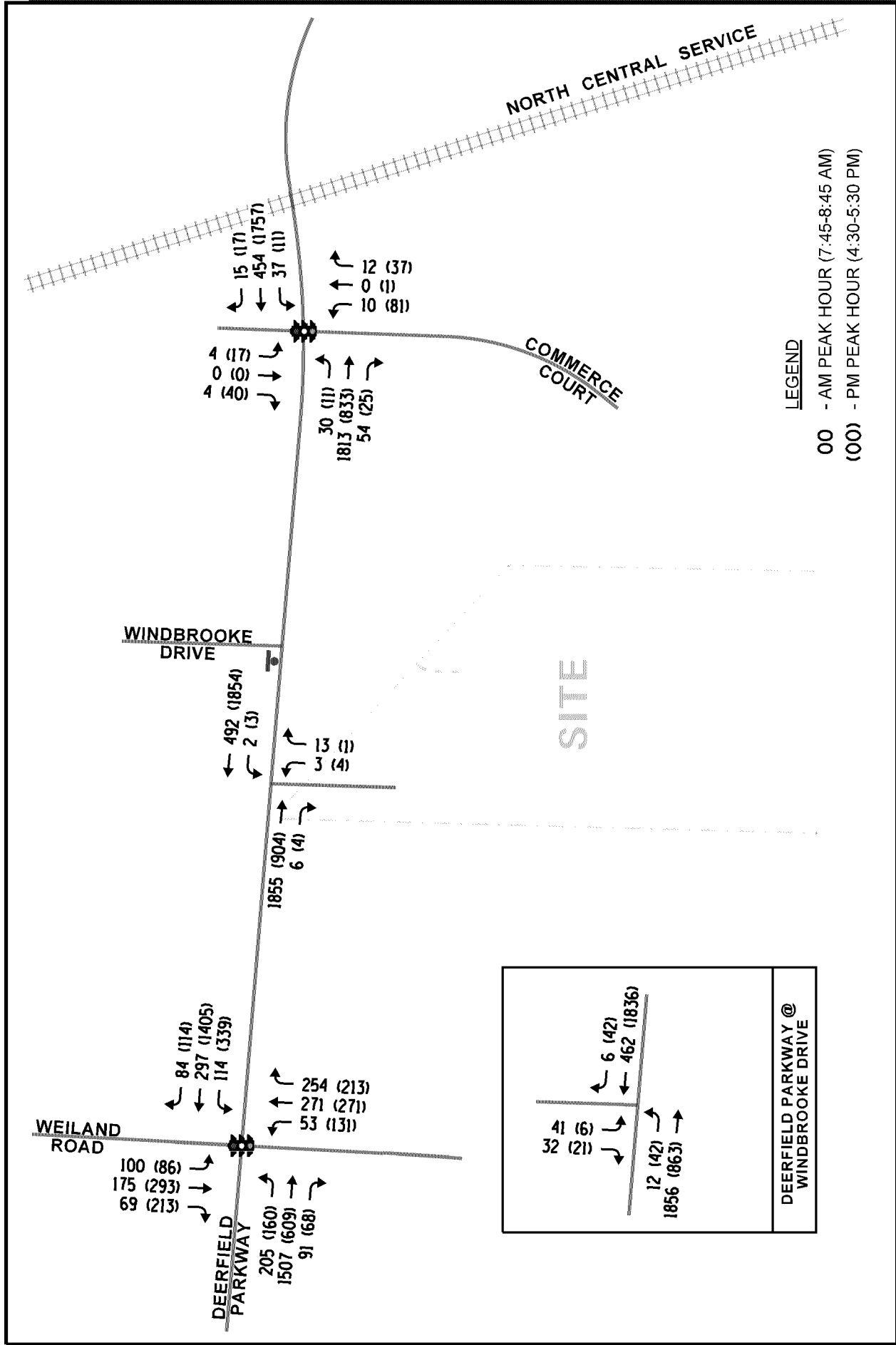
The development-generated traffic (Figure 6) was added to the existing traffic volumes increased by a regional growth factor to determine the Year 2023 total projected traffic volumes, as illustrated in **Figure 8**.



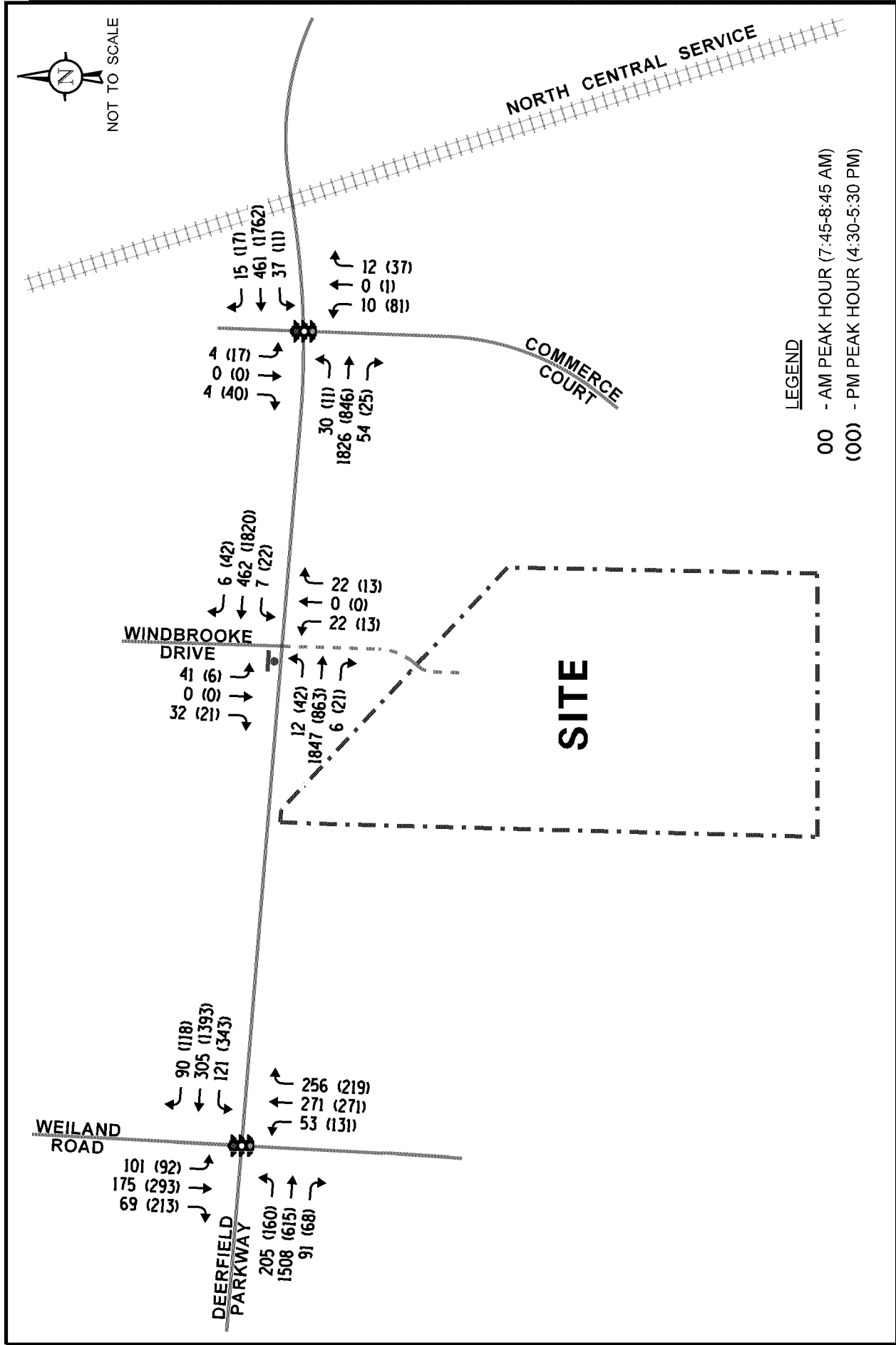
Job No: 21-162 Figure: 6

Estimated Site-Generated Traffic Volumes

Residential Development
Buffalo Grove, Illinois



Job No: 21-162 Figure: 7



Job No: 21-162 Figure: 8

Year 2023 Total Projected Traffic Volumes

Residential Development
Buffalo Grove, Illinois

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modification are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning, and weekday evening peak hours for the existing (Year 2021), no-build (Year 2023), and future projected (Year 2023) traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6th Edition and analyzed using the Synchro/SimTraffic 11 computer software. The analyses for signalized intersections were accomplished utilizing actual cycle lengths, phasings, and offsets.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing, no-build, and Year 2023 total projected conditions are presented in **Tables 3, 4, and 5**, respectively. A discussion of the intersections follows. Summary sheets for the capacity analyses are included in the Appendix

Table 3
CAPACITY ANALYSIS RESULTS – YEAR 2021 BASE CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Deerfield Parkway with Weiland Road¹				
• Overall	C	31.6	C	29.7
• Eastbound Approach	C	32.0	C	30.2
• Westbound Approach	C	22.2	C	27.0
• Northbound Approach	C	34.8	C	29.3
• Southbound Approach	D	37.2	D	37.7
Deerfield Parkway with Commerce Court¹				
• Overall	A	4.1	B	14.2
• Eastbound Approach	A	3.6	A	9.1
• Westbound Approach	A	4.8	B	14.2
• Northbound Approach	C	23.6	D	39.5
• Southbound Approach	C	25.6	B	16.3
Deerfield Parkway with Windbrooke Drive²				
• Southbound Approach	C	19.3	D	29.0
• Eastbound Left Turn	A	8.4	C	22.1
Deerfield Parkway with Concrete Erectors Access Drive²				
• Northbound Approach	D	26.6	C	22.6
• Westbound Left Turn	C	16.9	A	8.9
LOS = Level of Service 1 – Signalized Intersection Delay is measured in seconds 2 – Two-Way Stop Controlled				

Table 4

CAPACITY ANALYSIS RESULTS – YEAR 2023 NO-BUILD CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Deerfield Parkway with Weiland Road¹				
• Overall	D	36.5	D	38.2
• Eastbound Approach	D	40.1	C	33.7
• Westbound Approach	C	23.7	D	42.8
• Northbound Approach	D	35.8	C	29.9
• Southbound Approach	D	37.3	D	38.5
Deerfield Parkway with Commerce Court¹				
• Overall	A	5.7	B	17.8
• Eastbound Approach	A	5.3	B	15.3
• Westbound Approach	A	6.0	B	17.6
• Northbound Approach	C	23.8	D	39.8
• Southbound Approach	C	25.6	B	16.5
Deerfield Parkway with Windbrooke Drive²				
• Southbound Approach	C	20.9	D	33.8
• Eastbound Left Turn	A	8.5	D	25.2
Deerfield Parkway with Concrete Erectors Access Drive²				
• Northbound Approach	D	29.1	D	28.3
• Westbound Left Turn	C	18.3	B	10.0
LOS = Level of Service 1 – Signalized Intersection Delay is measured in seconds 2 – Two-Way Stop Controlled				

Table 4

CAPACITY ANALYSIS RESULTS – YEAR 2023 PROJECTED CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Deerfield Parkway with Weiland Road¹				
• Overall	D	37.3	D	38.1
• Eastbound Approach	D	41.6	C	34.1
• Westbound Approach	C	24.1	D	42.6
• Northbound Approach	D	35.8	C	30.1
• Southbound Approach	D	37.2	D	38.5
Deerfield Parkway with Commerce Court¹				
• Overall	A	5.7	B	17.9
• Eastbound Approach	A	5.4	B	15.3
• Westbound Approach	A	6.1	B	17.7
• Northbound Approach	C	23.8	D	40.1
• Southbound Approach	C	25.6	B	16.5
Deerfield Parkway with Windbrooke Drive²				
• Northbound Approach	F	99+	F	99+
• Southbound Approach	F	71.5	F	99+
• Eastbound Left Turn	A	8.9	C	21.8
• Westbound Left Turn	C	17.1	B	10.4
LOS = Level of Service 1 – Signalized Intersection Delay is measured in seconds. 2 – Two-Way Stop Controlled				

Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identify any roadway and traffic control improvements necessary to accommodate the development traffic.

Deerfield Parkway with Weiland Road

The results of the capacity analyses indicate that the intersection is currently operating at Level of Service (LOS) C during the weekday morning and weekday evening peak hours. Under year 2023 no-build conditions, the intersection is projected to operate at LOS D during the weekday morning and evening peak hours. Under projected conditions, the intersection is projected to operate at LOS D during the weekday morning and evening peak hours. It should be noted that the proposed development will only increase traffic volumes at the intersection by less than one percent during both peak hours. As such, the intersection will not be significantly affected by the traffic that will be generated by the proposed development more than the existing projected background traffic growth and delays due to the proposed development will be minimal.

Deerfield Parkway with Commerce Court

The results of the capacity analyses indicate that the intersection is currently operating at LOS A during the weekday morning peak hour and LOS B during the weekday evening peak hour. Under year 2023 no-build conditions, the intersection is projected to continue operating at LOS A during the weekday morning peak hour and LOS B during the weekday evening peak hour, with increases in delays of less than four seconds. Under projected conditions, the intersection is projected to operate at LOS A during the weekday morning peak hour and LOS B during the weekday evening peak hour with 95th percentile queues of three to four vehicles during the evening peak hour.

Deerfield Parkway with Windbrooke Drive

The results of the capacity analyses indicate that the southbound approach at the intersection of Deerfield Parkway with Windbrooke Drive currently operates at LOS C during the weekday morning peak hour and LOS D during the weekday evening peak hour. Under year 2023 no-build conditions, the approach is projected to continue operating at LOS C during the weekday morning peak hour and at LOS D during the weekday evening peak hour. As described earlier, access to the proposed development will be aligned opposite Windbrooke Drive. The results of the capacity analyses indicate that the northbound approach will operate at LOS F during the weekday morning and evening peak hours. It is also projected that the southbound approach will operate at LOS F during the weekday morning and evening peak hours. This LOS is typical and expected when an access drive intersects a major roadway such as Deerfield Parkway. Furthermore, the signalized intersections of Deerfield Parkway with Weiland Road and Commerce Court will provide additional gaps in the traffic stream, which will allow for site traffic to exit more efficiently and with lower delay. The projected 95th percentile queues for the northbound and southbound approaches will be three to four vehicles during both the morning and evening peak hours.

Per LCDOT requirements, an eastbound right-turn lane warrant and a westbound left-turn lane warrant analysis were conducted for Deerfield Parkway at the proposed site access road. Based on the analysis, it was determined that a westbound left-turn lane will be warranted which can be accommodated by modifying the existing median on Deerfield Parkway. Furthermore, the projected right-turn volumes indicate that a right-turn lane is warranted based on the westbound evening peak hour volumes. The comparison charts for the warrant analysis figures from the Lake County *Highway Access and Use Ordinance Technical Reference Manual* are provided in the Appendix.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The traffic that will be generated by the proposed residential development can be accommodated by the existing area roadway system.
- The estimated development-generated traffic volumes will not be significant and will likely be further reduced by the proximity of the site to the Buffalo Grove Transportation Center.
- The proposed access system will be adequate and efficient in serving the proposed development traffic.
- A westbound left-turn lane and a westbound right-turn lane are warranted at the intersection of Deerfield Parkway with Windbrooke Drive/new site access drive based on projected turning volumes.

Appendix

Traffic Count Summary Sheets
Site Plan
Level of Service Criteria
Capacity Analysis Summary Sheets
Turn-Lane Warrant Figures

Traffic Count Summary Sheets



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990

Count Name: Deerfield Parkway with Weiland Road
Site Code:
Start Date: 06/30/2021
Page No: 1

9.D.c

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for

Turning Movement Data

Start Time	Deerfield Parkway Eastbound						Deerfield Parkway Westbound						Weiland Road Northbound						Weiland Road Southbound						
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	Int. Total
7:00 AM	0	24	161	11	0	196	0	11	33	5	0	49	0	3	42	51	0	96	0	15	7	2	0	24	365
7:15 AM	1	38	185	9	0	233	0	24	36	10	0	70	0	7	46	45	0	98	0	11	15	2	2	28	429
7:30 AM	0	41	183	13	0	237	0	23	43	9	0	75	0	7	41	35	0	83	0	24	20	6	4	50	445
7:45 AM	0	48	248	20	0	316	0	26	58	12	0	96	0	6	60	42	0	108	0	20	26	8	0	54	574
Hourly Total	1	151	777	53	0	982	0	84	170	36	0	290	0	23	189	173	0	385	0	70	68	18	2	156	1813
8:00 AM	0	35	200	16	0	251	0	27	43	16	0	86	0	17	42	45	0	104	1	18	28	7	0	54	495
8:15 AM	0	34	208	15	0	257	0	18	60	19	0	97	0	7	47	41	0	95	0	12	26	15	0	53	502
8:30 AM	0	37	196	18	0	251	0	15	62	16	0	93	0	10	56	64	0	130	0	24	52	22	0	98	572
8:45 AM	0	48	194	14	0	256	0	31	74	13	0	118	0	6	48	48	0	102	0	9	30	23	0	62	538
Hourly Total	0	154	798	63	0	1015	0	91	239	64	0	394	0	40	193	198	0	431	1	63	136	67	0	267	2107
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	24	85	13	0	122	0	57	190	18	0	265	0	21	48	38	0	107	0	19	52	24	0	95	589
4:15 PM	0	14	98	13	2	125	0	52	196	20	0	268	0	17	40	39	2	96	0	14	54	29	0	97	586
4:30 PM	0	27	98	11	0	136	0	80	206	15	0	301	0	20	43	40	2	103	0	14	67	46	0	127	667
4:45 PM	0	31	94	15	1	140	0	65	169	30	0	264	0	31	33	27	1	91	0	17	47	32	0	96	591
Hourly Total	0	96	375	52	3	523	0	254	761	83	0	1098	0	89	164	144	5	397	0	64	220	131	0	415	2433
5:00 PM	0	32	108	8	0	148	0	60	240	26	3	326	0	26	67	48	4	141	1	19	51	37	0	108	723
5:15 PM	0	31	137	17	0	185	0	51	211	18	0	280	0	22	62	46	0	130	0	14	56	46	0	116	711
5:30 PM	0	31	102	7	0	140	0	59	177	20	0	256	0	25	63	48	2	136	0	20	58	24	0	102	634
5:45 PM	0	26	129	9	0	164	0	51	176	23	0	250	0	18	46	49	0	113	0	11	49	19	1	79	606
Hourly Total	0	120	476	41	0	637	0	221	804	87	3	1112	0	91	238	191	6	520	1	64	214	126	1	405	2674
Grand Total	1	521	2426	209	3	3157	0	650	1974	270	3	2894	0	243	784	706	11	1733	2	281	638	342	3	1243	9027
Approach %	0.0	16.5	76.8	6.6	-	-	0.0	22.5	68.2	9.3	-	-	0.0	14.0	45.2	40.7	-	-	0.2	21.0	51.3	27.5	-	-	-
Total %	0.0	5.8	26.9	2.3	-	35.0	0.0	7.2	21.9	3.0	-	32.1	0.0	2.7	8.7	7.8	-	19.2	0.0	2.9	7.1	3.8	-	13.8	-
Lights	1	511	2394	200	-	3106	0	633	1948	257	-	2838	0	240	752	683	-	1675	1	245	617	338	-	1201	8820
% Lights	100.0	98.1	98.7	95.7	-	98.4	-	97.4	98.7	95.2	-	98.1	-	98.8	95.9	96.7	-	96.7	50.0	93.9	96.7	98.8	-	96.6	97.7
Buses	0	0	2	4	-	6	0	2	2	0	-	4	0	0	5	2	-	7	0	1	5	1	-	7	24
% Buses	0.0	0.0	0.1	1.9	-	0.2	-	0.3	0.1	0.0	-	0.1	-	0.0	0.6	0.3	-	0.4	0.0	0.4	0.8	0.3	-	0.6	0.3
Single-Unit Trucks	0	4	23	4	-	31	0	9	11	6	-	26	0	2	14	13	-	29	0	10	10	3	-	23	109
% Single-Unit Trucks	0.0	0.8	0.9	1.9	-	1.0	-	1.4	0.6	2.2	-	0.9	-	0.8	1.8	1.8	-	1.7	0.0	3.8	1.6	0.9	-	1.9	1.2
Articulated Trucks	0	6	7	1	-	14	0	6	12	7	-	25	0	1	13	8	-	22	1	5	6	0	-	12	73
% Articulated Trucks	0.0	1.2	0.3	0.5	-	0.4	-	0.9	0.6	2.6	-	0.9	-	0.4	1.7	1.1	-	1.3	50.0	1.9	0.9	0.0	-	1.0	0.8
Bicycles on Road	0	0	0	0	-	0	0	0	1	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	1



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Count Name: Deerfield Parkway with Weiland Road
Site Code:
Start Date: 06/30/2021
Page No.: 3

Turning Movement Peak Hour Data (7:45 AM)

Start Time	Deerfield Parkway Eastbound						Deerfield Parkway Westbound						Weiland Road Northbound						Weiland Road Southbound						
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	Int. Total
7:45 AM	0	48	248	20	0	316	0	26	58	12	0	96	0	6	60	42	0	108	0	20	26	8	0	54	574
8:00 AM	0	35	200	16	0	251	0	27	43	16	0	86	0	17	42	45	0	104	1	18	28	7	0	54	495
8:15 AM	0	34	208	15	0	257	0	18	60	19	0	97	0	7	47	41	0	95	0	12	26	15	0	53	502
8:30 AM	0	37	196	18	0	251	0	15	62	16	0	93	0	10	56	64	0	130	0	24	52	22	0	98	572
Total	0	154	852	69	0	1075	0	86	223	63	0	372	0	40	205	192	0	437	1	74	132	52	0	259	2143
Approach %	0.0	14.3	79.3	6.4	-	-	0.0	23.1	59.9	16.9	-	-	0.0	9.2	46.9	43.9	-	-	0.4	28.6	51.0	20.1	-	-	-
Total %	0.0	7.2	39.8	3.2	-	50.2	0.0	4.0	10.4	2.9	-	17.4	0.0	1.9	9.6	9.0	-	20.4	0.0	3.5	6.2	2.4	-	-	12.1
PHF	0.000	0.802	0.859	0.863	-	0.850	0.000	0.796	0.899	0.829	-	0.959	0.000	0.588	0.854	0.750	-	0.840	0.250	0.771	0.635	0.591	-	0.661	0.933
Lights	0	152	839	65	-	1056	0	79	216	60	-	355	0	39	195	186	-	420	0	70	123	50	-	243	2074
% Lights	-	98.7	98.5	94.2	-	98.2	-	91.9	96.9	95.2	-	95.4	-	97.5	95.1	96.9	-	96.1	0.0	94.6	93.2	96.2	-	93.8	96.8
Buses	0	0	1	1	-	2	0	0	1	0	-	1	0	0	2	2	-	4	0	1	3	1	-	5	12
% Buses	-	0.0	0.1	1.4	-	0.2	-	0.0	0.4	0.0	-	0.3	-	0.0	1.0	1.0	-	0.9	0.0	1.4	2.3	1.9	-	1.9	0.6
Single-Unit Trucks	0	1	10	3	-	14	0	2	3	0	-	5	0	0	3	2	-	5	0	2	4	1	-	7	31
% Single-Unit Trucks	-	0.6	1.2	4.3	-	1.3	-	2.3	1.3	0.0	-	1.3	-	0.0	1.5	1.0	-	1.1	0.0	2.7	3.0	1.9	-	2.7	1.4
Articulated Trucks	0	1	2	0	-	3	0	5	3	3	-	11	0	1	5	2	-	8	1	1	2	0	-	4	26
% Articulated Trucks	-	0.6	0.2	0.0	-	0.3	-	5.8	1.3	4.8	-	3.0	-	2.5	2.4	1.0	-	1.8	100.0	1.4	1.5	0.0	-	1.5	1.2
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	-	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



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Count Name: Deerfield Parkway with Weiland Road
Site Code:
Start Date: 06/30/2021
Page No: 4

Turning Movement Peak Hour Data (4:30 PM)

Start Time	Deerfield Parkway Eastbound						Deerfield Parkway Westbound						Weiland Road Northbound						Weiland Road Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
4:30 PM	0	27	98	11	0	136	0	80	206	15	0	301	0	20	43	40	2	103	0	14	67	45	0	127	667
4:45 PM	0	31	94	15	1	140	0	65	169	30	0	264	0	31	33	27	1	91	0	17	47	32	0	96	591
5:00 PM	0	32	108	8	0	148	0	60	240	26	3	326	0	26	67	48	4	141	1	19	51	37	0	108	723
5:15 PM	0	31	137	17	0	185	0	51	211	18	0	280	0	22	62	46	0	130	0	14	56	46	0	116	711
Total	0	121	437	51	1	609	0	256	826	89	3	1171	0	99	205	161	7	485	1	64	221	161	0	447	2692
Approach %	0.0	19.9	71.8	8.4	-	-	0.0	21.9	70.5	7.6	-	-	0.0	21.3	44.1	34.6	-	-	0.2	14.3	49.4	36.0	-	-	-
Total %	0.0	4.5	16.2	1.9	-	22.6	0.0	9.5	30.7	3.3	-	43.5	0.0	3.7	7.6	6.0	-	17.3	0.0	2.4	8.2	6.0	-	16.6	-
PHF	0.000	0.945	0.797	0.750	-	0.823	0.000	0.800	0.860	0.742	-	0.898	0.000	0.798	0.765	0.839	-	0.824	0.250	0.842	0.825	0.875	-	0.880	0.931
Lights	0	118	428	51	-	597	0	255	813	86	-	1154	0	98	198	156	-	452	1	61	218	159	-	439	2642
% Lights	-	97.5	97.9	100.0	-	98.0	-	99.6	98.4	96.6	-	98.5	-	99.0	96.6	96.9	-	97.2	100.0	95.3	98.6	98.8	-	98.2	98.1
Buses	0	0	1	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	1
% Buses	-	0.0	0.2	0.0	-	0.2	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0
Single-Unit Trucks	0	1	6	0	-	7	0	1	5	0	-	6	0	1	4	4	-	9	0	1	1	2	-	4	26
% Single-Unit Trucks	-	0.8	1.4	0.0	-	1.1	-	0.4	0.6	0.0	-	0.5	-	1.0	2.0	2.5	-	1.9	0.0	1.6	0.5	1.2	-	0.9	1.0
Articulated Trucks	0	2	2	0	-	4	0	0	8	3	-	11	0	0	3	1	-	4	0	2	2	0	-	4	23
% Articulated Trucks	-	1.7	0.5	0.0	-	0.7	-	0.0	1.0	3.4	-	0.9	-	0.0	1.5	0.6	-	0.9	0.0	3.1	0.9	0.0	-	0.9	0.9
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	1	-	-	-	-	-	3	-	-	-	-	-	7	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-



Kenig Lindgren O'Hara Aboona, Inc.
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Count Name: Deerfield Parkway with Commerce Court
Site Code:
Start Date: 06/30/2021
Page No: 1

Turning Movement Data

Start Time	Deerfield Parkway Eastbound						Deerfield Parkway Westbound						Commerce Court Northbound						Access Drive Southbound						
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	Int. Total
7:00 AM	0	6	189	27	0	222	0	8	47	1	0	56	0	3	0	2	1	5	0	2	0	0	0	2	285
7:15 AM	0	5	227	13	0	245	0	2	53	7	0	62	0	6	0	2	0	8	0	1	0	1	1	2	317
7:30 AM	0	4	223	15	0	242	0	7	68	0	0	75	0	6	0	4	1	10	0	0	0	0	0	0	327
7:45 AM	0	10	289	13	0	312	0	8	85	6	0	99	0	1	0	2	1	3	0	1	0	1	1	2	416
Hourly Total	0	25	928	68	0	1021	0	25	253	14	0	292	0	16	0	10	3	26	0	4	0	2	2	6	1345
8:00 AM	0	5	249	13	0	267	0	9	80	1	0	90	0	1	0	2	0	3	0	0	0	1	1	1	361
8:15 AM	0	4	236	9	0	249	0	5	86	4	0	95	0	4	0	5	0	9	0	1	0	0	1	1	354
8:30 AM	0	3	262	6	0	271	1	6	91	0	0	98	0	1	0	0	0	1	0	1	0	1	0	2	372
8:45 AM	0	3	243	15	1	261	0	5	107	6	0	118	0	4	0	7	4	11	0	4	0	1	2	5	395
Hourly Total	0	15	990	43	1	1048	1	25	364	11	0	401	0	10	0	14	4	24	0	6	0	3	4	9	1482
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	0	125	3	0	128	1	2	267	4	0	274	0	4	0	6	0	10	0	5	0	3	1	8	420
4:15 PM	0	1	152	3	0	156	0	1	253	0	1	254	0	4	0	2	0	6	0	3	0	4	0	7	423
4:30 PM	1	1	130	4	0	136	0	1	275	3	0	279	0	21	1	11	0	33	0	1	0	13	1	14	462
4:45 PM	0	2	153	3	0	158	0	3	260	3	0	266	0	11	0	5	0	16	0	6	0	5	0	11	451
Hourly Total	1	4	560	13	0	578	1	7	1055	10	1	1073	0	40	1	24	0	65	0	15	0	25	2	40	1756
5:00 PM	0	1	157	1	0	159	0	1	328	1	0	330	0	11	0	6	0	17	0	5	0	6	1	11	517
5:15 PM	0	3	189	11	0	203	1	2	252	6	1	261	0	18	0	6	0	24	0	1	0	6	1	7	495
5:30 PM	0	3	152	3	1	158	0	2	275	5	1	282	0	15	0	5	2	20	0	3	0	5	4	8	468
5:45 PM	0	11	156	5	1	172	1	2	244	6	0	253	0	12	0	8	1	20	0	3	0	1	1	4	449
Hourly Total	0	18	654	20	2	692	2	7	1099	18	2	1126	0	56	0	25	3	81	0	12	0	18	7	30	1929
Grand Total	1	62	3132	144	3	3339	4	64	2771	53	3	2892	0	122	1	73	10	196	0	37	0	48	15	85	6512
Approach %	0.0	1.9	93.8	4.3	-	-	0.1	2.2	95.8	1.8	-	-	0.0	62.2	0.5	37.2	-	-	0.0	43.5	0.0	56.5	-	-	-
Total %	0.0	1.0	48.1	2.2	-	51.3	0.1	1.0	42.6	0.8	-	44.4	0.0	1.9	0.0	1.1	-	3.0	0.0	0.6	0.0	0.7	-	1.3	-
Lights	1	62	3055	137	-	3255	4	44	2727	50	-	2825	0	120	0	52	-	172	0	34	0	47	-	81	6333
% Lights	100.0	100.0	97.5	95.1	-	97.5	100.0	68.8	98.4	94.3	-	97.7	-	98.4	0.0	71.2	-	87.8	-	91.9	-	97.9	-	95.3	97.3
Buses	0	0	10	1	-	11	0	16	3	0	-	19	0	0	0	16	-	16	0	0	0	0	-	0	46
% Buses	0.0	0.0	0.3	0.7	-	0.3	0.0	25.0	0.1	0.0	-	0.7	-	0.0	0.0	21.9	-	8.2	-	0.0	-	0.0	-	0.0	0.7
Single-Unit Trucks	0	0	40	4	-	44	0	3	26	0	-	29	0	1	1	4	-	6	0	1	0	0	-	1	80
% Single-Unit Trucks	0.0	0.0	1.3	2.8	-	1.3	0.0	4.7	0.9	0.0	-	1.0	-	0.8	100.0	5.5	-	3.1	-	2.7	-	0.0	-	1.2	1.2
Articulated Trucks	0	0	27	2	-	29	0	1	15	3	-	19	0	1	0	1	-	2	0	2	0	1	-	3	53
% Articulated Trucks	0.0	0.0	0.9	1.4	-	0.9	0.0	1.6	0.5	5.7	-	0.7	-	0.8	0.0	1.4	-	1.0	-	5.4	-	2.1	-	3.5	0.8
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0

% Bicycles on Road	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400
Rosemont, Illinois, United States 60018
(847)518-9990

Count Name: Deerfield Parkway with Commerce
Court
Site Code:
Start Date: 06/30/2021
Page No.: 3

Turning Movement Peak Hour Data (7:45 AM)

Start Time	Deerfield Parkway Eastbound						Deerfield Parkway Westbound						Commerce Court Northbound						Access Drive Southbound					
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total
7:45 AM	0	10	289	13	0	312	0	8	85	6	0	99	0	1	0	2	1	3	0	1	0	1	1	2
8:00 AM	0	5	249	13	0	267	0	9	80	1	0	90	0	1	0	2	0	3	0	0	0	1	1	1
8:15 AM	0	4	236	9	0	249	0	5	86	4	0	95	0	4	0	5	0	9	0	1	0	0	1	1
8:30 AM	0	3	262	6	0	271	1	6	91	0	0	98	0	1	0	0	0	1	0	1	0	1	0	2
Total	0	22	1036	41	0	1099	1	28	342	11	0	382	0	7	0	9	1	16	0	3	0	3	3	6
Approach %	0.0	2.0	94.3	3.7	-	-	0.3	7.3	89.5	2.9	-	-	0.0	43.8	0.0	56.3	-	-	0.0	50.0	0.0	50.0	-	-
Total %	0.0	1.5	68.9	2.7	-	73.1	0.1	1.9	22.8	0.7	-	25.4	0.0	0.5	0.0	0.6	-	1.1	0.0	0.2	0.0	0.2	-	0.4
PHF	0.000	0.550	0.896	0.788	-	0.881	0.250	0.778	0.940	0.458	-	0.965	0.000	0.438	0.000	0.450	-	0.444	0.000	0.750	0.000	0.750	-	0.750
Lights	0	22	1011	39	-	1072	1	22	326	10	-	359	0	7	0	6	-	13	0	3	0	2	-	5
% Lights	-	100.0	97.6	95.1	-	97.5	100.0	76.6	95.3	90.9	-	94.0	-	100.0	-	66.7	-	81.3	-	100.0	-	66.7	-	83.3
Buses	0	0	2	0	-	2	0	6	0	0	-	6	0	0	0	3	-	3	0	0	0	0	-	0
% Buses	-	0.0	0.2	0.0	-	0.2	0.0	21.4	0.0	0.0	-	1.6	-	0.0	-	33.3	-	18.8	-	0.0	-	0.0	-	0.0
Single-Unit Trucks	0	0	15	1	-	16	0	0	8	0	-	8	0	0	0	0	-	0	0	0	0	0	-	0
% Single-Unit Trucks	-	0.0	1.4	2.4	-	1.5	0.0	0.0	2.3	0.0	-	2.1	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0
Articulated Trucks	0	0	8	1	-	9	0	0	8	1	-	9	0	0	0	0	-	0	0	0	0	1	-	1
% Articulated Trucks	-	0.0	0.8	2.4	-	0.8	0.0	0.0	2.3	9.1	-	2.4	-	0.0	-	0.0	-	0.0	-	0.0	-	33.3	-	16.7
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Bicycles on Road	-	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	-	1	-	-	-	-	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	-



Kenig, Lindgren, O'Hara, Aboona, Inc.
9575 W. Higgins Rd., Suite 400

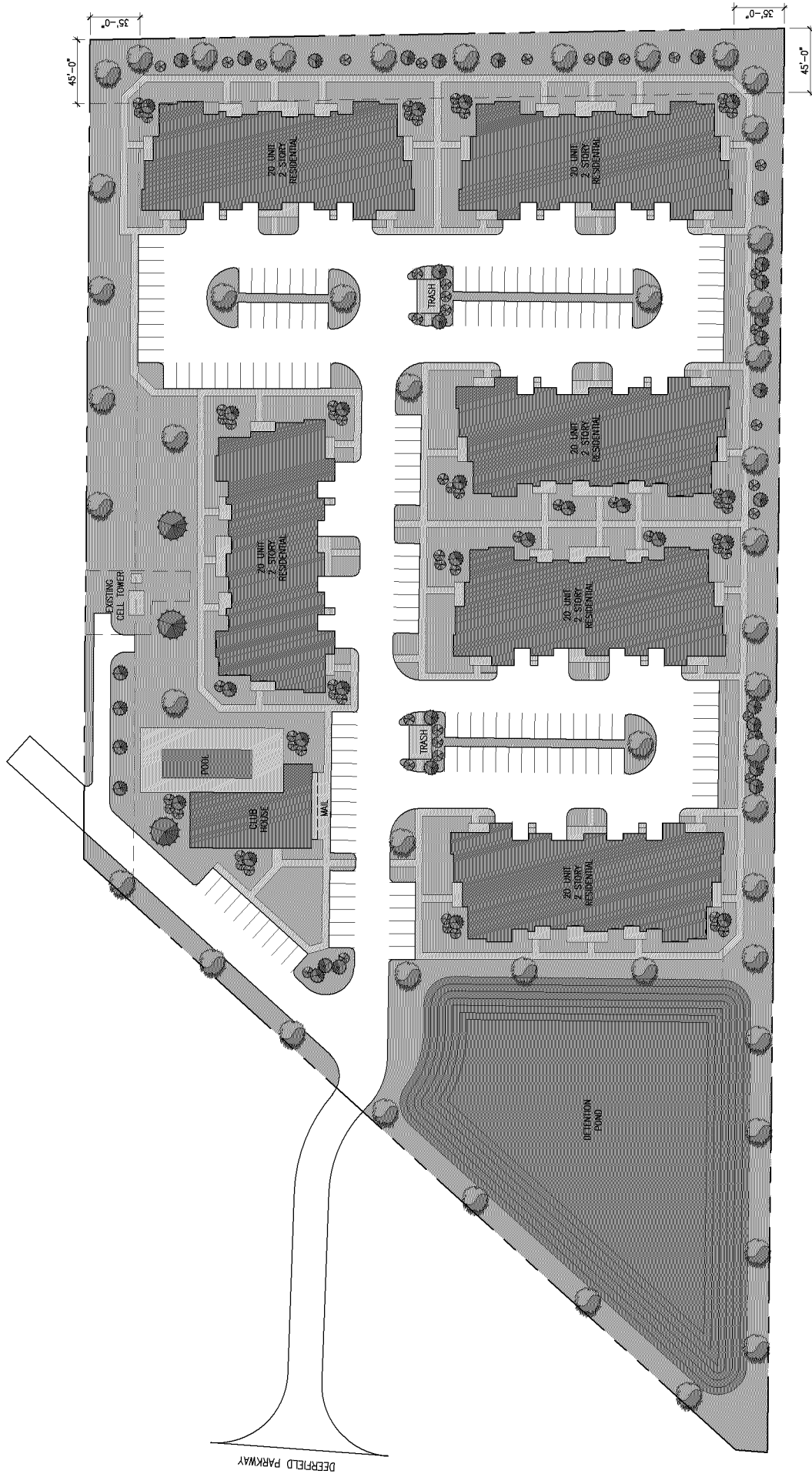
Rosemont, Illinois, United States 60018
(847)518-9990

Count Name: Deerfield Parkway with Commerce Court
Site Code:
Start Date: 06/30/2021
Page No: 4

Turning Movement Peak Hour Data (4:30 PM)

Start Time	Deerfield Parkway Eastbound						Deerfield Parkway Westbound						Commerce Court Northbound						Access Drive Southbound						
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	Int. Total
4:30 PM	1	1	130	4	0	136	0	1	275	3	0	279	0	21	1	11	0	33	0	1	0	13	1	14	482
4:45 PM	0	2	153	3	0	158	0	3	260	3	0	266	0	11	0	5	0	16	0	6	0	5	0	11	451
5:00 PM	0	1	157	1	0	159	0	1	328	1	0	330	0	11	0	6	0	17	0	5	0	6	1	11	517
5:15 PM	0	3	189	11	0	203	1	2	252	6	1	261	0	18	0	6	0	24	0	1	0	6	1	7	495
Total	1	7	629	19	0	656	1	7	1115	13	1	1136	0	61	1	28	0	90	0	13	0	30	3	43	1925
Approach %	0.2	1.1	95.9	2.9	-	-	0.1	0.6	98.2	1.1	-	-	0.0	67.8	1.1	31.1	-	-	0.0	30.2	0.0	69.8	-	-	-
Total %	0.1	0.4	32.7	1.0	-	34.1	0.1	0.4	57.9	0.7	-	59.0	0.0	3.2	0.1	1.5	-	4.7	0.0	0.7	0.0	1.6	-	2.2	-
PHF	0.250	0.583	0.832	0.432	-	0.808	0.250	0.583	0.850	0.542	-	0.861	0.000	0.726	0.250	0.636	-	0.682	0.000	0.542	0.000	0.577	-	0.768	0.931
Lights	1	7	611	17	-	636	1	1	1106	12	-	1120	0	60	0	23	-	83	0	11	0	30	-	41	1880
% Lights	100.0	100.0	97.1	89.5	-	97.0	100.0	14.3	99.2	92.3	-	98.6	-	98.4	0.0	82.1	-	92.2	-	84.6	-	100.0	-	95.3	97.7
Buses	0	0	6	0	-	6	0	4	0	0	-	4	0	0	0	5	-	5	0	0	0	0	-	0	15
% Buses	0.0	0.0	1.0	0.0	-	0.9	0.0	57.1	0.0	0.0	-	0.4	-	0.0	0.0	17.9	-	5.6	-	0.0	-	0.0	-	0.0	0.8
Single-Unit Trucks	0	0	7	2	-	9	0	1	6	0	-	7	0	0	1	0	-	1	0	1	0	0	-	1	18
% Single-Unit Trucks	0.0	0.0	1.1	10.5	-	1.4	0.0	14.3	0.5	0.0	-	0.6	-	0.0	100.0	0.0	-	1.1	-	7.7	-	0.0	-	2.3	0.9
Articulated Trucks	0	0	5	0	-	5	0	1	3	1	-	5	0	1	0	0	-	1	0	1	0	0	-	1	12
% Articulated Trucks	0.0	0.0	0.8	0.0	-	0.8	0.0	14.3	0.3	7.7	-	0.4	-	1.6	0.0	0.0	-	1.1	-	7.7	-	0.0	-	2.3	0.6
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	-	0	-	-	-	-	3	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-

Site Plan



CONCEPT SITE PLAN

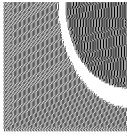


NTS

DEERFIELD PARKWAY

BUFFALO GROVE, IL
MAY 4, 2021
PROJECT NUMBER | 9210

CMAP 2050 Projections Letter



Chicago Metropolitan Agency for Planning

433 West Van Buren Street
Suite 450
Chicago, IL 60607

312-454-0400
cmap.illinois.gov

July 29, 2021

Kelly Pachowicz
Consultant
Kenig, Lindgren, O'Hara and Aboona, Inc.
9575 West Higgins Road
Suite 400
Rosemont, IL 60018

Subject: Deerfield Parkway @ Weiland Road
IDOT

Dear Ms. Pachowicz

In response to a request made on your behalf and dated July 29, 2021, we have developed year 2050 average daily traffic (ADT) projections for the subject location.

ROAD SEGMENT	Current ADT	Year 2050 ADT
Deerfield Pkwy east of Weiland Rd	21,700	27,300
Weiland Rd north of Deerfield Pkwy	11,600	19,100
Weiland Rd south of Deerfield Pkwy	15,000	24,700

Traffic projections are developed using existing ADT data provided in the request letter and the results from the June 2021 CMAP Travel Demand Analysis. The regional travel model uses CMAP 2050 socioeconomic projections and assumes the implementation of the ON TO 2050 Comprehensive Regional Plan for the Northeastern Illinois area. The provision of this data in support of your request does not constitute a CMAP endorsement of the proposed development or any subsequent developments.

If you have any questions, please call me at (312) 386-8806.

Sincerely,

Jose Rodriguez, PTP, AICP
Senior Planner, Research & Analysis

cc: Rios (IDOT)
2021_CY_TrafficForecast\BuffaloGrove\la-20-21\la-20-21.docx

Level of Service Criteria

LEVEL OF SERVICE CRITERIA

Signalized Intersections		
Level of Service	Interpretation	Average Control Delay (seconds per vehicle)
A	Favorable progression. Most vehicles arrive during the green indication and travel through the intersection without stopping.	≤10
B	Good progression, with more vehicles stopping than for Level of Service A.	>10 - 20
C	Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear. Number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.	>20 - 35
D	The volume-to-capacity ratio is high and either progression is ineffective or the cycle length is too long. Many vehicles stop and individual cycle failures are noticeable.	>35 - 55
E	Progression is unfavorable. The volume-to-capacity ratio is high and the cycle length is long. Individual cycle failures are frequent.	>55 - 80
F	The volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.	>80.0
Unsignalized Intersections		
Level of Service	Average Total Delay (SEC/VEH)	
A	0 - 10	
B	> 10 - 15	
C	> 15 - 25	
D	> 25 - 35	
E	> 35 - 50	
F	> 50	

Source: Highway Capacity Manual, 2010.

Capacity Analysis Summary Sheets

Weekday Morning Peak Hour – Year 2021 Base Conditions

Lanes, Volumes, Timings

1: Weiland Road & Deerfield Parkway

08/04/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	193	1422	86	108	279	79	50	256	240	94	165	65
Future Volume (vph)	193	1422	86	108	279	79	50	256	240	94	165	65
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	2000	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	185		0	485		0	260		350	300		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	175			110			80			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	0.95	1.00	1.00	0.95	0.95
Ped Bike Factor												
Frt		0.991			0.967				0.850		0.957	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1787	3500	0	1671	3375	0	1770	3619	1568	1687	3255	0
Flt Permitted	0.501			0.067			0.599			0.400		
Satd. Flow (perm)	942	3500	0	118	3375	0	1116	3619	1568	710	3255	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		6			34				167		46	
Link Speed (mph)		40			40			40			40	
Link Distance (ft)		485			782			640			906	
Travel Time (s)		8.3			13.3			10.9			15.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	1%	2%	6%	8%	3%	5%	2%	5%	3%	7%	7%	4%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	208	1621	0	116	385	0	54	275	258	101	247	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA	pm+ov	pm+pt	NA	
Protected Phases	5	2		1	6		3	8	1	7	4	
Permitted Phases	2			6			8		8	4		
Detector Phase	5	2		1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	15.0	3.0	3.0	15.0	
Minimum Split (s)	8.0	56.5		8.0	50.5		8.0	53.5	8.0	8.0	45.5	
Total Split (s)	20.4	55.2		14.4	49.2		14.4	27.6	14.4	22.8	36.0	
Total Split (%)	17.0%	46.0%		12.0%	41.0%		12.0%	23.0%	12.0%	19.0%	30.0%	
Yellow Time (s)	3.0	4.5		3.0	4.5		3.0	4.5	3.0	3.0	4.5	
All-Red Time (s)	1.0	2.0		1.0	2.0		1.0	2.0	1.0	1.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.0	6.5		4.0	6.5		4.0	6.5	4.0	4.0	6.5	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min		None	C-Min		None	Min	None	None	Min	
Act Effect Green (s)	75.8	62.1		72.8	60.6		26.6	16.0	32.2	33.1	21.0	
Actuated g/C Ratio	0.63	0.52		0.61	0.50		0.22	0.13	0.27	0.28	0.18	

21-162 - Residential Development - Buffalo Grove
A.M. Existing Peak Hour

Synchro 8 Report
Page 1

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

Lanes, Volumes, Timings

1: Weiland Road & Deerfield Parkway

08/04/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.31	0.89		0.59	0.22		0.19	0.57	0.48	0.35	0.41	
Control Delay	10.2	34.8		36.6	17.9		32.2	53.6	15.3	35.4	38.0	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	10.2	34.8		36.6	17.9		32.2	53.6	15.3	35.4	38.0	
LOS	B	C		D	B		C	D	B	D	D	
Approach Delay		32.0			22.2			34.8			37.2	
Approach LOS		C			C			C			D	
Queue Length 50th (ft)	57	553		39	74		31	107	56	61	75	
Queue Length 95th (ft)	109	#893		136	125		59	148	122	98	111	
Internal Link Dist (ft)		405			702			560			826	
Turn Bay Length (ft)	185			485			260		350	300		
Base Capacity (vph)	726	1812		220	1720		325	636	562	352	834	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.29	0.89		0.53	0.22		0.17	0.43	0.46	0.29	0.30	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 112 (93%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 140

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.89

Intersection Signal Delay: 31.6

Intersection LOS: C

Intersection Capacity Utilization 83.2%

ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Weiland Road & Deerfield Parkway

				
Ø1	Ø2 (R)		Ø3	Ø4
14.4 s	55.2 s		14.4 s	36 s
				
Ø5	Ø6 (R)		Ø7	Ø8
20.4 s	49.2 s		22.8 s	27.6 s

Lanes, Volumes, Timings

2: Commerce Court/Rexam Access Drive & Deerfield Parkway

08/04/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	28	1711	51	35	428	14	9	0	11	4	0	4
Future Volume (vph)	28	1711	51	35	428	14	9	0	11	4	0	4
Ideal Flow (vphpl)	1900	2000	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	200		210	0		0	0		170	0		0
Storage Lanes	1		1	1		0	1		1	1		0
Taper Length (ft)	215			115			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt			0.850		0.995				0.850		0.850	
Flt Protected	0.950			0.950			0.950	0.950		0.950		
Satd. Flow (prot)	1805	3725	1538	1492	3417	0	1715	1715	1214	1805	1214	0
Flt Permitted	0.472			0.071			0.950	0.950		0.950		
Satd. Flow (perm)	897	3725	1538	111	3417	0	1715	1715	1214	1805	1214	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			118		4				118		533	
Link Speed (mph)		40			40			30			25	
Link Distance (ft)		696			376			375			149	
Travel Time (s)		11.9			6.4			8.5			4.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	2%	5%	21%	5%	9%	0%	0%	33%	0%	0%	33%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)							50%					
Lane Group Flow (vph)	31	1901	57	39	492	0	5	5	12	4	4	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA		Split	NA	Perm	Split	NA	
Protected Phases	5	2		1	6		8	8		7	7	
Permitted Phases	2		2	6					8			
Detector Phase	5	2	2	1	6		8	8	8	7	7	
Switch Phase												
Minimum Initial (s)	5.0	15.0	15.0	5.0	15.0		10.0	10.0	10.0	10.0	10.0	
Minimum Split (s)	9.0	35.0	35.0	9.0	34.0		38.0	38.0	38.0	40.0	40.0	
Total Split (s)	14.0	66.0	66.0	14.0	66.0		22.0	22.0	22.0	18.0	18.0	
Total Split (%)	11.7%	55.0%	55.0%	11.7%	55.0%		18.3%	18.3%	18.3%	15.0%	15.0%	
Yellow Time (s)	3.0	4.0	4.0	3.0	4.0		4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)	1.0	2.0	2.0	1.0	2.0		2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.0	6.0	6.0	4.0	6.0		6.0	6.0	6.0	6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lag	Lag	Lag	Lead	Lead	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min		None	None	None	None	None	
Act Effect Green (s)	103.8	100.5	100.5	104.2	100.7		10.0	10.0	10.0	10.0	10.0	
Actuated g/C Ratio	0.86	0.84	0.84	0.87	0.84		0.08	0.08	0.08	0.08	0.08	

21-162 - Residential Development - Buffalo Grove
A.M. Existing Peak Hour

Synchro 8 Report
Page 3

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

Lanes, Volumes, Timings

2: Commerce Court/Rexam Access Drive & Deerfield Parkway

08/04/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.04	0.61	0.04	0.23	0.17		0.04	0.04	0.06	0.03	0.01	
Control Delay	1.5	3.7	0.0	6.3	4.7		51.2	51.2	0.5	51.2	0.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	1.5	3.7	0.0	6.3	4.7		51.2	51.2	0.5	51.2	0.0	
LOS	A	A	A	A	A		D	D	A	D	A	
Approach Delay		3.6			4.8			23.6			25.6	
Approach LOS		A			A			C			C	
Queue Length 50th (ft)	1	48	0	0	19		4	4	0	3	0	
Queue Length 95th (ft)	m5	163	m0	19	118		17	17	0	15	0	
Internal Link Dist (ft)		616			296			295			69	
Turn Bay Length (ft)	200		210						170			
Base Capacity (vph)	868	3120	1307	213	2868		228	228	264	180	601	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.04	0.61	0.04	0.18	0.17		0.02	0.02	0.05	0.02	0.01	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 8 (7%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 145

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.61

Intersection Signal Delay: 4.1

Intersection LOS: A

Intersection Capacity Utilization 76.6%

ICU Level of Service D

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: Commerce Court/Rexam Access Drive & Deerfield Parkway

 Ø1	 Ø2 (R)	 Ø7	 Ø8
14 s	66 s	18 s	22 s
 Ø5	 Ø6 (R)		
14 s	66 s		

HCM 6th TWSC

3: Deerfield Parkway & Windbrooke Drive

08/04/2021

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	11	1751	435	6	39	30
Future Vol, veh/h	11	1751	435	6	39	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	100	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	0	1	1	0	0	0
Mvmt Flow	13	1990	494	7	44	34

Major/Minor	Major1	Major2		Minor2	
Conflicting Flow All	501	0	-	0	1519
Stage 1	-	-	-	-	498
Stage 2	-	-	-	-	1021
Critical Hdwy	4.1	-	-	-	6.8
Critical Hdwy Stg 1	-	-	-	-	5.8
Critical Hdwy Stg 2	-	-	-	-	5.8
Follow-up Hdwy	2.2	-	-	-	3.5
Pot Cap-1 Maneuver	1074	-	-	-	112
Stage 1	-	-	-	-	582
Stage 2	-	-	-	-	313
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1074	-	-	-	111
Mov Cap-2 Maneuver	-	-	-	-	230
Stage 1	-	-	-	-	575
Stage 2	-	-	-	-	313

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	19.3
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1074	-	-	-	330
HCM Lane V/C Ratio	0.012	-	-	-	0.238
HCM Control Delay (s)	8.4	-	-	-	19.3
HCM Lane LOS	A	-	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.9

HCM 6th TWSC

4: Concrete Erectors Access Drive & Deerfield Parkway

08/04/2021

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑			↑↑	↑	
Traffic Vol, veh/h	1750	6	2	463	3	12
Future Vol, veh/h	1750	6	2	463	3	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	1	25	0	1	0	0
Mvmt Flow	1944	7	2	514	3	13

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	1951
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.1
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.2
Pot Cap-1 Maneuver	-	-	304
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	304
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	26.6
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	183	-	-	304	-
HCM Lane V/C Ratio	0.091	-	-	0.007	-
HCM Control Delay (s)	26.6	-	-	16.9	0.1
HCM Lane LOS	D	-	-	C	A
HCM 95th %tile Q(veh)	0.3	-	-	0	-

Capacity Analysis Summary Sheets

Weekday Evening Peak Hour – Year 2021 Base Conditions

Lanes, Volumes, Timings

1: Weiland Road & Deerfield Parkway

08/04/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	151	351	64	320	1310	108	124	256	201	81	276	201
Future Volume (vph)	151	351	64	320	1310	108	124	256	201	81	276	201
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	2000	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	185		0	485		0	260		350	300		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	175			110			80			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	0.95	1.00	1.00	0.95	0.95
Ped Bike Factor												
Frt		0.977			0.989				0.850		0.937	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3468	0	1805	3498	0	1787	3689	1568	1719	3349	0
Flt Permitted	0.078			0.424			0.213			0.550		
Satd. Flow (perm)	145	3468	0	806	3498	0	401	3689	1568	995	3349	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		18			9				216		144	
Link Speed (mph)		40			40			40			40	
Link Distance (ft)		485			782			640			906	
Travel Time (s)		8.3			13.3			10.9			15.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	0%	0%	2%	3%	1%	3%	3%	5%	1%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	162	446	0	344	1525	0	133	275	216	87	513	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA	pm+ov	pm+pt	NA	
Protected Phases	5	2		1	6		3	8	1	7	4	
Permitted Phases	2			6			8		8	4		
Detector Phase	5	2		1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	15.0	3.0	3.0	15.0	
Minimum Split (s)	8.0	56.5		8.0	50.5		8.0	53.5	8.0	8.0	45.5	
Total Split (s)	12.0	43.2		27.6	58.8		14.4	34.8	27.6	14.4	34.8	
Total Split (%)	10.0%	36.0%		23.0%	49.0%		12.0%	29.0%	23.0%	12.0%	29.0%	
Yellow Time (s)	3.0	4.5		3.0	4.5		3.0	4.5	3.0	3.0	4.5	
All-Red Time (s)	1.0	2.0		1.0	2.0		1.0	2.0	1.0	1.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.0	6.5		4.0	6.5		4.0	6.5	4.0	4.0	6.5	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min		None	C-Min		None	Min	None	None	Min	
Act Effect Green (s)	64.3	51.3		73.6	57.4		34.4	21.9	45.1	32.7	21.1	
Actuated g/C Ratio	0.54	0.43		0.61	0.48		0.29	0.18	0.38	0.27	0.18	

21-162 - Residential Development - Buffalo Grove
P.M. Existing Peak Hour

Synchro 8 Report
Page 1

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

Lanes, Volumes, Timings

1: Weiland Road & Deerfield Parkway

08/04/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.74	0.30		0.54	0.91		0.58	0.41	0.30	0.27	0.73	
Control Delay	46.4	24.4		12.4	30.3		39.8	44.4	3.5	30.4	39.0	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	46.4	24.4		12.4	30.3		39.8	44.4	3.5	30.4	39.0	
LOS	D	C		B	C		D	D	A	C	D	
Approach Delay		30.2			27.0			29.3			37.7	
Approach LOS		C			C			C			D	
Queue Length 50th (ft)	66	111		61	581		76	100	0	49	144	
Queue Length 95th (ft)	#228	186		149	#769		116	133	40	81	191	
Internal Link Dist (ft)		405			702			560			826	
Turn Bay Length (ft)	185			485			260		350	300		
Base Capacity (vph)	220	1492		697	1677		236	869	802	344	899	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.74	0.30		0.49	0.91		0.56	0.32	0.27	0.25	0.57	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 94 (78%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 140

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.91

Intersection Signal Delay: 29.7

Intersection LOS: C

Intersection Capacity Utilization 86.5%

ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Weiland Road & Deerfield Parkway

				
Ø1	Ø2 (R)		Ø3	Ø4
27.6 s	43.2 s		14.4 s	34.8 s
				
Ø5	Ø6 (R)		Ø7	Ø8
12 s	58.8 s		14.4 s	34.8 s

Lanes, Volumes, Timings

2: Commerce Court/Rexam Access Drive & Deerfield Parkway

08/04/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	10	562	24	10	1643	16	76	1	35	16	0	38
Future Volume (vph)	10	562	24	10	1643	16	76	1	35	16	0	38
Ideal Flow (vphpl)	1900	2000	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	200		210	0		0	0		170	0		0
Storage Lanes	1		1	1		0	1		1	1		0
Taper Length (ft)	215			115			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt			0.850		0.999				0.850		0.850	
Flt Protected	0.950			0.950			0.950	0.953		0.950		
Satd. Flow (prot)	1805	3689	1468	1031	3568	0	1681	1648	1369	1570	1615	0
Flt Permitted	0.071			0.410			0.950	0.953		0.950		
Satd. Flow (perm)	135	3689	1468	445	3568	0	1681	1648	1369	1570	1615	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			118		1				118		254	
Link Speed (mph)		40			40			30			25	
Link Distance (ft)		696			376			375			149	
Travel Time (s)		11.9			6.4			8.5			4.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	3%	10%	75%	1%	8%	2%	100%	18%	15%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)							49%					
Lane Group Flow (vph)	11	604	26	11	1784	0	42	41	38	17	41	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA		Split	NA	Perm	Split	NA	
Protected Phases	5	2		1	6		8	8		7	7	
Permitted Phases	2		2	6					8			
Detector Phase	5	2	2	1	6		8	8	8	7	7	
Switch Phase												
Minimum Initial (s)	5.0	15.0	15.0	5.0	15.0		10.0	10.0	10.0	10.0	10.0	
Minimum Split (s)	9.0	35.0	35.0	9.0	34.0		38.0	38.0	38.0	40.0	40.0	
Total Split (s)	13.2	64.8	64.8	13.2	64.8		26.4	26.4	26.4	15.6	15.6	
Total Split (%)	11.0%	54.0%	54.0%	11.0%	54.0%		22.0%	22.0%	22.0%	13.0%	13.0%	
Yellow Time (s)	3.0	4.0	4.0	3.0	4.0		4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)	1.0	2.0	2.0	1.0	2.0		2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.0	6.0	6.0	4.0	6.0		6.0	6.0	6.0	6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lag	Lag	Lag	Lead	Lead	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min		None	None	None	None	None	
Act Effect Green (s)	89.5	87.5	87.5	89.7	87.6		10.3	10.3	10.3	9.6	9.6	
Actuated g/C Ratio	0.75	0.73	0.73	0.75	0.73		0.09	0.09	0.09	0.08	0.08	

21-162 - Residential Development - Buffalo Grove
P.M. Existing Peak Hour

Synchro 8 Report
Page 3

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Lanes, Volumes, Timings

2: Commerce Court/Rexam Access Drive & Deerfield Parkway

08/04/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.06	0.22	0.02	0.03	0.69		0.29	0.29	0.17	0.14	0.11	
Control Delay	8.2	9.5	0.6	5.8	14.3		56.8	56.9	1.6	54.1	0.6	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	8.2	9.5	0.6	5.8	14.3		56.8	56.9	1.6	54.1	0.6	
LOS	A	A	A	A	B		E	E	A	D	A	
Approach Delay		9.1			14.2			39.5			16.3	
Approach LOS		A			B			D			B	
Queue Length 50th (ft)	2	64	0	2	412		32	31	0	12	0	
Queue Length 95th (ft)	m11	202	3	8	681		71	70	0	37	0	
Internal Link Dist (ft)		616			296			295			69	
Turn Bay Length (ft)	200		210						170			
Base Capacity (vph)	229	2688	1102	379	2603		285	280	330	125	362	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.05	0.22	0.02	0.03	0.69		0.15	0.15	0.12	0.14	0.11	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 71 (59%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 145

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.69

Intersection Signal Delay: 14.2

Intersection LOS: B

Intersection Capacity Utilization 64.7%

ICU Level of Service C

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: Commerce Court/Rexam Access Drive & Deerfield Parkway

 Ø1	 Ø2 (R)	 Ø7	 Ø8
13.2 s	64.8 s	15.6 s	26.4 s
 Ø5	 Ø6 (R)		
13.2 s	64.8 s		

HCM 6th TWSC

3: Deerfield Parkway & Windbrooke Drive

08/04/2021

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	40	590	1717	40	6	20
Future Vol, veh/h	40	590	1717	40	6	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	100	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	22	2	7	0	0	4
Mvmt Flow	42	621	1807	42	6	21

Major/Minor	Major1	Major2		Minor2	
Conflicting Flow All	1849	0	-	0	2223
Stage 1	-	-	-	-	1828
Stage 2	-	-	-	-	395
Critical Hdwy	4.54	-	-	-	6.8
Critical Hdwy Stg 1	-	-	-	-	5.8
Critical Hdwy Stg 2	-	-	-	-	5.8
Follow-up Hdwy	2.42	-	-	-	3.5
Pot Cap-1 Maneuver	252	-	-	-	38
Stage 1	-	-	-	-	116
Stage 2	-	-	-	-	656
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	252	-	-	-	32
Mov Cap-2 Maneuver	-	-	-	-	83
Stage 1	-	-	-	-	97
Stage 2	-	-	-	-	656

Approach	EB	WB	SB
HCM Control Delay, s	1.4	0	29
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	252	-	-	-	177
HCM Lane V/C Ratio	0.167	-	-	-	0.155
HCM Control Delay (s)	22.1	-	-	-	29
HCM Lane LOS	C	-	-	-	D
HCM 95th %tile Q(veh)	0.6	-	-	-	0.5

HCM 6th TWSC

4: Concrete Erectors Access Drive & Deerfield Parkway

08/04/2021

Intersection						
Int Delay, s/veh	0					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑			↑↑	↑↑	
Traffic Vol, veh/h	629	4	3	1734	4	1
Future Vol, veh/h	629	4	3	1734	4	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	17	0	4	33	9
Mvmt Flow	669	4	3	1845	4	1

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	673	0	1600
Stage 1	-	-	-	-	671
Stage 2	-	-	-	-	929
Critical Hdwy	-	-	4.1	-	7.46
Critical Hdwy Stg 1	-	-	-	-	6.46
Critical Hdwy Stg 2	-	-	-	-	6.46
Follow-up Hdwy	-	-	2.2	-	3.83
Pot Cap-1 Maneuver	-	-	927	-	71
Stage 1	-	-	-	-	394
Stage 2	-	-	-	-	279
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	927	-	71
Mov Cap-2 Maneuver	-	-	-	-	180
Stage 1	-	-	-	-	394
Stage 2	-	-	-	-	279

Approach	EB	WB	NB
HCM Control Delay, s	0	0	22.6
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	210	-	-	927	-
HCM Lane V/C Ratio	0.025	-	-	0.003	-
HCM Control Delay (s)	22.6	-	-	8.9	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Capacity Analysis Summary Sheets

Weekday Morning Peak Hour – Year 2023 No-Build Conditions

Lanes, Volumes, Timings

1: Weiland Road & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	205	1507	91	114	297	84	53	271	254	100	175	69
Future Volume (vph)	205	1507	91	114	297	84	53	271	254	100	175	69
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	2000	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	185		0	485		0	260		350	300		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	175			110			80			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	0.95	1.00	1.00	0.95	0.95
Ped Bike Factor												
Frt		0.991			0.967				0.850		0.958	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1787	3500	0	1671	3375	0	1770	3619	1568	1687	3258	0
Flt Permitted	0.483			0.068			0.590			0.381		
Satd. Flow (perm)	909	3500	0	120	3375	0	1099	3619	1568	677	3258	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		6			34				159		46	
Link Speed (mph)		40			40			40			40	
Link Distance (ft)		485			782			640			906	
Travel Time (s)		8.3			13.3			10.9			15.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	1%	2%	6%	8%	3%	5%	2%	5%	3%	7%	7%	4%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	220	1718	0	123	409	0	57	291	273	108	262	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA	pm+ov	pm+pt	NA	
Protected Phases	5	2		1	6		3	8	1	7	4	
Permitted Phases	2			6			8		8	4		
Detector Phase	5	2		1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	15.0	3.0	3.0	15.0	
Minimum Split (s)	8.0	56.5		8.0	50.5		8.0	53.5	8.0	8.0	45.5	
Total Split (s)	20.4	55.2		14.4	49.2		14.4	27.6	14.4	22.8	36.0	
Total Split (%)	17.0%	46.0%		12.0%	41.0%		12.0%	23.0%	12.0%	19.0%	30.0%	
Yellow Time (s)	3.0	4.5		3.0	4.5		3.0	4.5	3.0	3.0	4.5	
All-Red Time (s)	1.0	2.0		1.0	2.0		1.0	2.0	1.0	1.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.0	6.5		4.0	6.5		4.0	6.5	4.0	4.0	6.5	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min		None	C-Min		None	Min	None	None	Min	
Act Effect Green (s)	75.2	61.0		72.0	59.4		27.0	16.2	32.8	33.9	21.6	
Actuated g/C Ratio	0.63	0.51		0.60	0.50		0.22	0.14	0.27	0.28	0.18	

21-162 - Residential Development - Buffalo Grove
A.M. No Build 2027

Synchro 8 Report
Page 1

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

Lanes, Volumes, Timings

1: Weiland Road & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.34	0.96		0.61	0.24		0.19	0.60	0.50	0.37	0.42	
Control Delay	10.8	43.8		39.1	19.0		31.8	53.9	17.3	35.2	38.1	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	10.8	43.8		39.1	19.0		31.8	53.9	17.3	35.2	38.1	
LOS	B	D		D	B		C	D	B	D	D	
Approach Delay		40.1			23.7			35.8			37.3	
Approach LOS		D			C			D			D	
Queue Length 50th (ft)	61	629		58	80		33	114	72	65	81	
Queue Length 95th (ft)	118	#997		145	136		61	155	139	102	116	
Internal Link Dist (ft)		405			702			560			826	
Turn Bay Length (ft)	185			485			260		350	300		
Base Capacity (vph)	704	1782		223	1687		324	636	561	352	835	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.31	0.96		0.55	0.24		0.18	0.46	0.49	0.31	0.31	

Intersection Summary

Area Type: Other
 Cycle Length: 120
 Actuated Cycle Length: 120
 Offset: 112 (93%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green
 Natural Cycle: 150
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.96
 Intersection Signal Delay: 36.5
 Intersection Capacity Utilization 86.4%
 Analysis Period (min) 15
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Intersection LOS: D
 ICU Level of Service E

Splits and Phases: 1: Weiland Road & Deerfield Parkway

				
Ø1	Ø2 (R)		Ø3	Ø4
14.4 s	55.2 s		14.4 s	36 s
				
Ø5	Ø6 (R)		Ø7	Ø8
20.4 s	49.2 s		22.8 s	27.6 s

Lanes, Volumes, Timings

2: Commerce Court/Rexam Access Drive & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	1813	54	37	454	15	10	0	12	4	0	4
Future Volume (vph)	30	1813	54	37	454	15	10	0	12	4	0	4
Ideal Flow (vphpl)	1900	2000	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	200		210	0		0	0		170	0		0
Storage Lanes	1		1	1		0	1		1	1		0
Taper Length (ft)	215			115			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt			0.850		0.995				0.850		0.850	
Flt Protected	0.950			0.950			0.950	0.950		0.950		
Satd. Flow (prot)	1805	3725	1538	1492	3417	0	1715	1715	1214	1805	1214	0
Flt Permitted	0.459			0.048			0.950	0.950		0.950		
Satd. Flow (perm)	872	3725	1538	75	3417	0	1715	1715	1214	1805	1214	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			118		4				118		515	
Link Speed (mph)		40			40			30			25	
Link Distance (ft)		696			376			375			149	
Travel Time (s)		11.9			6.4			8.5			4.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	2%	5%	21%	5%	9%	0%	0%	33%	0%	0%	33%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)							50%					
Lane Group Flow (vph)	33	2014	60	41	521	0	5	6	13	4	4	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA		Split	NA	Perm	Split	NA	
Protected Phases	5	2		1	6		8	8		7	7	
Permitted Phases	2		2	6					8			
Detector Phase	5	2	2	1	6		8	8	8	7	7	
Switch Phase												
Minimum Initial (s)	5.0	15.0	15.0	5.0	15.0		10.0	10.0	10.0	10.0	10.0	
Minimum Split (s)	9.0	35.0	35.0	9.0	34.0		22.0	22.0	22.0	18.0	18.0	
Total Split (s)	14.0	66.0	66.0	14.0	66.0		22.0	22.0	22.0	18.0	18.0	
Total Split (%)	11.7%	55.0%	55.0%	11.7%	55.0%		18.3%	18.3%	18.3%	15.0%	15.0%	
Yellow Time (s)	3.0	4.0	4.0	3.0	4.0		4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)	1.0	2.0	2.0	1.0	2.0		2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.0	6.0	6.0	4.0	6.0		6.0	6.0	6.0	6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lag	Lag	Lag	Lead	Lead	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min		None	None	None	None	None	
Act Effect Green (s)	99.7	94.1	94.1	101.1	97.4		10.0	10.0	10.0	10.0	10.0	
Actuated g/C Ratio	0.83	0.78	0.78	0.84	0.81		0.08	0.08	0.08	0.08	0.08	

21-162 - Residential Development - Buffalo Grove
A.M. No Build 2027

Synchro 8 Report
Page 3

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

Lanes, Volumes, Timings

2: Commerce Court/Rexam Access Drive & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.04	0.69	0.05	0.30	0.19		0.04	0.04	0.06	0.03	0.01	
Control Delay	1.7	5.5	0.0	12.5	5.5		51.2	51.4	0.6	51.2	0.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	1.7	5.5	0.0	12.5	5.5		51.2	51.4	0.6	51.2	0.0	
LOS	A	A	A	B	A		D	D	A	D	A	
Approach Delay		5.3			6.0			23.8			25.6	
Approach LOS		A			A			C			C	
Queue Length 50th (ft)	2	125	0	4	57		4	4	0	3	0	
Queue Length 95th (ft)	m4	m191	m0	29	126		17	18	0	15	0	
Internal Link Dist (ft)		616			296			295			69	
Turn Bay Length (ft)	200		210						170			
Base Capacity (vph)	824	2920	1231	182	2775		228	228	264	180	584	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.04	0.69	0.05	0.23	0.19		0.02	0.03	0.05	0.02	0.01	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 8 (7%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 115

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.69

Intersection Signal Delay: 5.7

Intersection LOS: A

Intersection Capacity Utilization 79.3%

ICU Level of Service D

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: Commerce Court/Rexam Access Drive & Deerfield Parkway

 Ø1	 Ø2 (R)	 Ø7	 Ø8
14 s	66 s	18 s	22 s
 Ø5	 Ø6 (R)		
14 s	66 s		

HCM 6th TWSC

3: Deerfield Parkway & Windbrooke Drive

08/05/2021

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	12	1856	462	6	41	32
Future Vol, veh/h	12	1856	462	6	41	32
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	100	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	0	1	1	0	0	0
Mvmt Flow	14	2109	525	7	47	36

Major/Minor	Major1	Major2		Minor2	
Conflicting Flow All	532	0	-	0	1612
Stage 1	-	-	-	-	529
Stage 2	-	-	-	-	1083
Critical Hdwy	4.1	-	-	-	6.8
Critical Hdwy Stg 1	-	-	-	-	5.8
Critical Hdwy Stg 2	-	-	-	-	5.8
Follow-up Hdwy	2.2	-	-	-	3.5
Pot Cap-1 Maneuver	1046	-	-	-	97
Stage 1	-	-	-	-	561
Stage 2	-	-	-	-	291
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1046	-	-	-	96
Mov Cap-2 Maneuver	-	-	-	-	212
Stage 1	-	-	-	-	554
Stage 2	-	-	-	-	291

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	20.9
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1046	-	-	-	308
HCM Lane V/C Ratio	0.013	-	-	-	0.269
HCM Control Delay (s)	8.5	-	-	-	20.9
HCM Lane LOS	A	-	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	1.1

HCM 6th TWSC

4: Concrete Erectors Access Drive & Deerfield Parkway

08/05/2021

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑			↑↑	↑	
Traffic Vol, veh/h	1855	6	2	492	3	13
Future Vol, veh/h	1855	6	2	492	3	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	1	25	0	1	0	0
Mvmt Flow	2061	7	2	547	3	14

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0 2068	0 2343 1034
Stage 1	-	-	- 2065
Stage 2	-	-	- 278
Critical Hdwy	-	4.1	- 6.8 6.9
Critical Hdwy Stg 1	-	-	- 5.8
Critical Hdwy Stg 2	-	-	- 5.8
Follow-up Hdwy	-	2.2	- 3.5 3.3
Pot Cap-1 Maneuver	-	273	- 31 233
Stage 1	-	-	- 86
Stage 2	-	-	- 750
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	273	- 31 233
Mov Cap-2 Maneuver	-	-	- 75
Stage 1	-	-	- 86
Stage 2	-	-	- 742

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	29.1
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	167	-	-	273	-
HCM Lane V/C Ratio	0.106	-	-	0.008	-
HCM Control Delay (s)	29.1	-	-	18.3	0.1
HCM Lane LOS	D	-	-	C	A
HCM 95th %tile Q(veh)	0.4	-	-	0	-

Capacity Analysis Summary Sheets

Weekday Evening Peak Hour – Year 2023 No-Build Conditions

Lanes, Volumes, Timings

1: Weiland Road & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	160	609	68	339	1405	114	131	271	213	86	293	213
Future Volume (vph)	160	609	68	339	1405	114	131	271	213	86	293	213
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	2000	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	185		0	485		0	260		350	300		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	175			110			80			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	0.95	1.00	1.00	0.95	0.95
Ped Bike Factor												
Frt		0.985			0.989				0.850		0.937	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3493	0	1805	3498	0	1787	3689	1568	1719	3349	0
Flt Permitted	0.083			0.254			0.199			0.526		
Satd. Flow (perm)	155	3493	0	483	3498	0	374	3689	1568	952	3349	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		10			9				193		143	
Link Speed (mph)		40			40			40			40	
Link Distance (ft)		485			782			640			906	
Travel Time (s)		8.3			13.3			10.9			15.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	0%	0%	2%	3%	1%	3%	3%	5%	1%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	172	728	0	365	1634	0	141	291	229	92	544	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA	pm+ov	pm+pt	NA	
Protected Phases	5	2		1	6		3	8	1	7	4	
Permitted Phases	2			6			8		8	4		
Detector Phase	5	2		1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	15.0	3.0	3.0	15.0	
Minimum Split (s)	8.0	56.5		8.0	50.5		8.0	53.5	8.0	8.0	45.5	
Total Split (s)	12.0	43.2		27.6	58.8		14.4	34.8	27.6	14.4	34.8	
Total Split (%)	10.0%	36.0%		23.0%	49.0%		12.0%	29.0%	23.0%	12.0%	29.0%	
Yellow Time (s)	3.0	4.5		3.0	4.5		3.0	4.5	3.0	3.0	4.5	
All-Red Time (s)	1.0	2.0		1.0	2.0		1.0	2.0	1.0	1.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.0	6.5		4.0	6.5		4.0	6.5	4.0	4.0	6.5	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min		None	C-Min		None	Min	None	None	Min	
Act Effect Green (s)	62.0	48.5		72.5	55.9		35.3	22.8	47.8	33.8	22.0	
Actuated g/C Ratio	0.52	0.40		0.60	0.47		0.29	0.19	0.40	0.28	0.18	

21-162 - Residential Development - Buffalo Grove
P.M. No Build 2027

Synchro 8 Report
Page 1

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

Lanes, Volumes, Timings

1: Weiland Road & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.75	0.51		0.74	1.00		0.62	0.42	0.31	0.28	0.74	
Control Delay	48.3	30.2		30.0	45.7		41.1	43.9	5.3	30.0	40.0	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	48.3	30.2		30.0	45.7		41.1	43.9	5.3	30.0	40.0	
LOS	D	C		C	D		D	D	A	C	D	
Approach Delay		33.7			42.8			29.9			38.5	
Approach LOS		C			D			C			D	
Queue Length 50th (ft)	73	218		106	~724		80	105	17	51	157	
Queue Length 95th (ft)	#245	325		248	#863		122	141	58	84	206	
Internal Link Dist (ft)		405			702			560			826	
Turn Bay Length (ft)	185			485			260		350	300		
Base Capacity (vph)	229	1416		556	1633		233	869	799	343	899	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.75	0.51		0.66	1.00		0.61	0.33	0.29	0.27	0.61	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 94 (78%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 150

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.00

Intersection Signal Delay: 38.2

Intersection LOS: D

Intersection Capacity Utilization 91.0%

ICU Level of Service F

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Weiland Road & Deerfield Parkway

				
Ø1	Ø2 (R)		Ø3	Ø4
27.6 s	43.2 s		14.4 s	34.8 s
				
Ø5	Ø6 (R)		Ø7	Ø8
12 s	58.8 s		14.4 s	34.8 s

Lanes, Volumes, Timings

2: Commerce Court/Rexam Access Drive & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	11	833	25	11	1757	17	81	1	37	17	0	40
Future Volume (vph)	11	833	25	11	1757	17	81	1	37	17	0	40
Ideal Flow (vphpl)	1900	2000	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	200		210	0		0	0		170	0		0
Storage Lanes	1		1	1		0	1		1	1		0
Taper Length (ft)	215			115			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt			0.850		0.999				0.850		0.850	
Flt Protected	0.950			0.950			0.950	0.953		0.950		
Satd. Flow (prot)	1805	3689	1468	1031	3568	0	1681	1650	1369	1570	1615	0
Flt Permitted	0.050			0.283			0.950	0.953		0.950		
Satd. Flow (perm)	95	3689	1468	307	3568	0	1681	1650	1369	1570	1615	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			118		1				118		247	
Link Speed (mph)		40			40			30			25	
Link Distance (ft)		696			376			375			149	
Travel Time (s)		11.9			6.4			8.5			4.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	3%	10%	75%	1%	8%	2%	100%	18%	15%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)							49%					
Lane Group Flow (vph)	12	896	27	12	1907	0	44	44	40	18	43	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA		Split	NA	Perm	Split	NA	
Protected Phases	5	2		1	6		8	8		7	7	
Permitted Phases	2		2	6					8			
Detector Phase	5	2	2	1	6		8	8	8	7	7	
Switch Phase												
Minimum Initial (s)	5.0	15.0	15.0	5.0	15.0		10.0	10.0	10.0	10.0	10.0	
Minimum Split (s)	9.0	35.0	35.0	9.0	34.0		38.0	38.0	38.0	40.0	40.0	
Total Split (s)	13.2	64.8	64.8	13.2	64.8		26.4	26.4	26.4	15.6	15.6	
Total Split (%)	11.0%	54.0%	54.0%	11.0%	54.0%		22.0%	22.0%	22.0%	13.0%	13.0%	
Yellow Time (s)	3.0	4.0	4.0	3.0	4.0		4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)	1.0	2.0	2.0	1.0	2.0		2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.0	6.0	6.0	4.0	6.0		6.0	6.0	6.0	6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lag	Lag	Lag	Lead	Lead	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min		None	None	None	None	None	
Act Effect Green (s)	88.6	85.3	85.3	88.9	85.5		10.4	10.4	10.4	9.6	9.6	
Actuated g/C Ratio	0.74	0.71	0.71	0.74	0.71		0.09	0.09	0.09	0.08	0.08	

21-162 - Residential Development - Buffalo Grove
P.M. No Build 2027

Synchro 8 Report
Page 3

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

Lanes, Volumes, Timings

2: Commerce Court/Rexam Access Drive & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.08	0.34	0.03	0.05	0.75		0.30	0.31	0.18	0.14	0.12	
Control Delay	12.3	15.7	1.2	6.1	17.7		57.0	57.3	1.7	54.3	0.7	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	12.3	15.7	1.2	6.1	17.7		57.0	57.3	1.7	54.3	0.7	
LOS	B	B	A	A	B		E	E	A	D	A	
Approach Delay		15.3			17.6			39.8			16.5	
Approach LOS		B			B			D			B	
Queue Length 50th (ft)	2	121	0	3	473		34	34	0	13	0	
Queue Length 95th (ft)	m12	342	m4	9	787		74	74	0	38	0	
Internal Link Dist (ft)		616			296			295			69	
Turn Bay Length (ft)	200		210						170			
Base Capacity (vph)	202	2623	1078	285	2543		285	280	330	125	356	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.06	0.34	0.03	0.04	0.75		0.15	0.16	0.12	0.14	0.12	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 71 (59%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 145

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.75

Intersection Signal Delay: 17.8

Intersection LOS: B

Intersection Capacity Utilization 68.0%

ICU Level of Service C

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: Commerce Court/Rexam Access Drive & Deerfield Parkway

				
Ø1	Ø2 (R)		Ø7	Ø8
13.2 s	64.8 s		15.6 s	26.4 s
				
Ø5	Ø6 (R)			
13.2 s	64.8 s			

HCM 6th TWSC

3: Deerfield Parkway & Windbrooke Drive

08/05/2021

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	42	863	1836	42	6	21
Future Vol, veh/h	42	863	1836	42	6	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	100	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	22	2	7	0	0	4
Mvmt Flow	44	908	1933	44	6	22

Major/Minor	Major1	Major2		Minor2	
Conflicting Flow All	1977	0	-	0	2497
Stage 1	-	-	-	-	1955
Stage 2	-	-	-	-	542
Critical Hdwy	4.54	-	-	-	6.8
Critical Hdwy Stg 1	-	-	-	-	5.8
Critical Hdwy Stg 2	-	-	-	-	5.8
Follow-up Hdwy	2.42	-	-	-	3.5
Pot Cap-1 Maneuver	222	-	-	-	25
Stage 1	-	-	-	-	99
Stage 2	-	-	-	-	553
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	222	-	-	-	20
Mov Cap-2 Maneuver	-	-	-	-	67
Stage 1	-	-	-	-	79
Stage 2	-	-	-	-	553

Approach	EB	WB	SB
HCM Control Delay, s	1.2	0	33.8
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	222	-	-	-	153
HCM Lane V/C Ratio	0.199	-	-	-	0.186
HCM Control Delay (s)	25.2	-	-	-	33.8
HCM Lane LOS	D	-	-	-	D
HCM 95th %tile Q(veh)	0.7	-	-	-	0.7

HCM 6th TWSC

4: Concrete Erectors Access Drive & Deerfield Parkway

08/05/2021

Intersection						
Int Delay, s/veh	0.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑			↑↑	↑↑	
Traffic Vol, veh/h	904	4	3	1854	4	1
Future Vol, veh/h	904	4	3	1854	4	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	17	0	4	33	9
Mvmt Flow	962	4	3	1972	4	1

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	966	0	1956
Stage 1	-	-	-	-	964
Stage 2	-	-	-	-	992
Critical Hdwy	-	-	4.1	-	7.46
Critical Hdwy Stg 1	-	-	-	-	6.46
Critical Hdwy Stg 2	-	-	-	-	6.46
Follow-up Hdwy	-	-	2.2	-	3.83
Pot Cap-1 Maneuver	-	-	721	-	39
Stage 1	-	-	-	-	266
Stage 2	-	-	-	-	257
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	721	-	39
Mov Cap-2 Maneuver	-	-	-	-	137
Stage 1	-	-	-	-	266
Stage 2	-	-	-	-	257

Approach	EB	WB	NB
HCM Control Delay, s	0	0	28.3
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	160	-	-	721	-
HCM Lane V/C Ratio	0.033	-	-	0.004	-
HCM Control Delay (s)	28.3	-	-	10	0
HCM Lane LOS	D	-	-	B	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Capacity Analysis Summary Sheets

Weekday Morning Peak Hour – Year 2023 Projected Conditions

Lanes, Volumes, Timings

1: Weiland Road & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	205	1508	91	121	305	90	53	271	256	101	175	69
Future Volume (vph)	205	1508	91	121	305	90	53	271	256	101	175	69
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	2000	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	185		0	485		0	260		350	300		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	175			110			80			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	0.95	1.00	1.00	0.95	0.95
Ped Bike Factor												
Frt		0.991			0.966				0.850		0.958	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1787	3500	0	1671	3371	0	1770	3619	1568	1687	3258	0
Flt Permitted	0.474			0.068			0.590			0.381		
Satd. Flow (perm)	892	3500	0	120	3371	0	1099	3619	1568	677	3258	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		6			36				158		46	
Link Speed (mph)		40			40			40			40	
Link Distance (ft)		485			991			640			906	
Travel Time (s)		8.3			16.9			10.9			15.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	1%	2%	6%	8%	3%	5%	2%	5%	3%	7%	7%	4%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	220	1720	0	130	425	0	57	291	275	109	262	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA	pm+ov	pm+pt	NA	
Protected Phases	5	2		1	6		3	8	1	7	4	
Permitted Phases	2			6			8		8	4		
Detector Phase	5	2		1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	15.0	3.0	3.0	15.0	
Minimum Split (s)	8.0	56.5		8.0	50.5		8.0	53.5	8.0	8.0	45.5	
Total Split (s)	20.4	55.2		14.4	49.2		14.4	27.6	14.4	22.8	36.0	
Total Split (%)	17.0%	46.0%		12.0%	41.0%		12.0%	23.0%	12.0%	19.0%	30.0%	
Yellow Time (s)	3.0	4.5		3.0	4.5		3.0	4.5	3.0	3.0	4.5	
All-Red Time (s)	1.0	2.0		1.0	2.0		1.0	2.0	1.0	1.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.0	6.5		4.0	6.5		4.0	6.5	4.0	4.0	6.5	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min		None	C-Min		None	Min	None	None	Min	
Act Effect Green (s)	74.8	60.6		72.3	59.3		27.0	16.2	33.2	34.0	21.7	
Actuated g/C Ratio	0.62	0.50		0.60	0.49		0.22	0.14	0.28	0.28	0.18	

Synchro 8 Report
Page 1

A.M. Future Peak Hour

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

Lanes, Volumes, Timings

1: Weiland Road & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.34	0.97		0.63	0.25		0.19	0.60	0.50	0.38	0.42	
Control Delay	11.0	45.6		40.0	19.3		31.7	53.9	17.4	35.2	38.1	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	11.0	45.6		40.0	19.3		31.7	53.9	17.4	35.2	38.1	
LOS	B	D		D	B		C	D	B	D	D	
Approach Delay		41.6			24.1			35.8			37.2	
Approach LOS		D			C			D			D	
Queue Length 50th (ft)	61	638		63	85		33	114	73	65	81	
Queue Length 95th (ft)	119	#1000		151	143		60	155	142	103	116	
Internal Link Dist (ft)		405			911			560			826	
Turn Bay Length (ft)	185			485			260		350	300		
Base Capacity (vph)	695	1770		224	1684		324	636	562	352	835	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.32	0.97		0.58	0.25		0.18	0.46	0.49	0.31	0.31	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 112 (93%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 150

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.97

Intersection Signal Delay: 37.3

Intersection LOS: D

Intersection Capacity Utilization 86.9%

ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Weiland Road & Deerfield Parkway

				
Ø1	Ø2 (R)		Ø3	Ø4
14.4 s	55.2 s		14.4 s	36 s
				
Ø5	Ø6 (R)		Ø7	Ø8
20.4 s	49.2 s		22.8 s	27.6 s

Lanes, Volumes, Timings

2: Commerce Court/Rexam Access Drive & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	1826	54	37	461	15	10	0	12	4	0	4
Future Volume (vph)	30	1826	54	37	461	15	10	0	12	4	0	4
Ideal Flow (vphpl)	1900	2000	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	200		210	0		0	0		170	0		0
Storage Lanes	1		1	1		0	1		1	1		0
Taper Length (ft)	215			115			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt			0.850		0.995				0.850		0.850	
Flt Protected	0.950			0.950			0.950	0.950		0.950		
Satd. Flow (prot)	1805	3725	1538	1492	3417	0	1715	1715	1214	1805	1214	0
Flt Permitted	0.456			0.046			0.950	0.950		0.950		
Satd. Flow (perm)	866	3725	1538	72	3417	0	1715	1715	1214	1805	1214	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			118		4				118		511	
Link Speed (mph)		40			40			30			25	
Link Distance (ft)		696			376			375			149	
Travel Time (s)		11.9			6.4			8.5			4.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	2%	5%	21%	5%	9%	0%	0%	33%	0%	0%	33%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)							50%					
Lane Group Flow (vph)	33	2029	60	41	529	0	5	6	13	4	4	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA		Split	NA	Perm	Split	NA	
Protected Phases	5	2		1	6		8	8		7	7	
Permitted Phases	2		2	6					8			
Detector Phase	5	2	2	1	6		8	8	8	7	7	
Switch Phase												
Minimum Initial (s)	5.0	15.0	15.0	5.0	15.0		10.0	10.0	10.0	10.0	10.0	
Minimum Split (s)	9.0	35.0	35.0	9.0	34.0		22.0	22.0	22.0	18.0	18.0	
Total Split (s)	14.0	66.0	66.0	14.0	66.0		22.0	22.0	22.0	18.0	18.0	
Total Split (%)	11.7%	55.0%	55.0%	11.7%	55.0%		18.3%	18.3%	18.3%	15.0%	15.0%	
Yellow Time (s)	3.0	4.0	4.0	3.0	4.0		4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)	1.0	2.0	2.0	1.0	2.0		2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.0	6.0	6.0	4.0	6.0		6.0	6.0	6.0	6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lag	Lag	Lag	Lead	Lead	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min		None	None	None	None	None	
Act Effect Green (s)	99.7	94.1	94.1	101.1	97.4		10.0	10.0	10.0	10.0	10.0	
Actuated g/C Ratio	0.83	0.78	0.78	0.84	0.81		0.08	0.08	0.08	0.08	0.08	

Synchro 8 Report
Page 3

A.M. Future Peak Hour

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

Lanes, Volumes, Timings

2: Commerce Court/Rexam Access Drive & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.04	0.69	0.05	0.31	0.19		0.04	0.04	0.06	0.03	0.01	
Control Delay	1.7	5.6	0.0	13.5	5.5		51.2	51.4	0.6	51.2	0.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	1.7	5.6	0.0	13.5	5.5		51.2	51.4	0.6	51.2	0.0	
LOS	A	A	A	B	A		D	D	A	D	A	
Approach Delay		5.4			6.1			23.8			25.6	
Approach LOS		A			A			C			C	
Queue Length 50th (ft)	2	127	0	4	58		4	4	0	3	0	
Queue Length 95th (ft)	m4	m192	m0	31	128		17	18	0	15	0	
Internal Link Dist (ft)		616			296			295			69	
Turn Bay Length (ft)	200		210						170			
Base Capacity (vph)	819	2920	1231	180	2775		228	228	264	180	581	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.04	0.69	0.05	0.23	0.19		0.02	0.03	0.05	0.02	0.01	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 8 (7%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 115

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.69

Intersection Signal Delay: 5.7

Intersection LOS: A

Intersection Capacity Utilization 79.6%

ICU Level of Service D

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: Commerce Court/Rexam Access Drive & Deerfield Parkway

 Ø1	 Ø2 (R)	 Ø7	 Ø8
14 s	66 s	18 s	22 s
 Ø5	 Ø6 (R)		
14 s	66 s		

HCM 6th TWSC

3: Site Access Road/Windbrooke Drive & Deerfield Parkway

08/05/2021

Intersection												
Int Delay, s/veh	6.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↰↱		↰	↰↱			↱	↱		↱↰	
Traffic Vol, veh/h	12	1847	6	7	462	6	22	0	22	41	0	32
Future Vol, veh/h	12	1847	6	7	462	6	22	0	22	41	0	32
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	0	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	22	2	0	0	7	0	0	0	0	0	2	4
Mvmt Flow	13	1944	6	7	486	6	23	0	23	43	0	34

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	492	0	0	1950	0	0	2230	2479	975	1501	2479	246
Stage 1	-	-	-	-	-	-	1973	1973	-	503	503	-
Stage 2	-	-	-	-	-	-	257	506	-	998	1976	-
Critical Hdwy	4.54	-	-	4.1	-	-	7.5	6.5	6.9	7.5	6.54	6.98
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.54	-
Follow-up Hdwy	2.42	-	-	2.2	-	-	3.5	4	3.3	3.5	4.02	3.34
Pot Cap-1 Maneuver	939	-	-	304	-	-	24	30	255	86	29	748
Stage 1	-	-	-	-	-	-	66	109	-	524	540	-
Stage 2	-	-	-	-	-	-	731	543	-	265	106	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	939	-	-	304	-	-	~ 22	29	255	76	28	748
Mov Cap-2 Maneuver	-	-	-	-	-	-	~ 22	29	-	76	28	-
Stage 1	-	-	-	-	-	-	65	107	-	517	528	-
Stage 2	-	-	-	-	-	-	682	531	-	238	105	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.3	239.8	71.5
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	22	255	939	-	-	304	-	-	125
HCM Lane V/C Ratio	1.053	0.091	0.013	-	-	0.024	-	-	0.615
HCM Control Delay (s)	\$ 459.1	20.5	8.9	-	-	17.1	-	-	71.5
HCM Lane LOS	F	C	A	-	-	C	-	-	F
HCM 95th %tile Q(veh)	3	0.3	0	-	-	0.1	-	-	3.1

Notes									
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon			

Capacity Analysis Summary Sheets

Weekday Evening Peak Hour – Year 2023 Projected Conditions

Lanes, Volumes, Timings

1: Weiland Road & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	160	615	68	343	1393	118	131	271	219	92	293	213
Future Volume (vph)	160	615	68	343	1393	118	131	271	219	92	293	213
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	2000	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	185		0	485		0	260		350	300		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	175			110			80			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	0.95	1.00	1.00	0.95	0.95
Ped Bike Factor												
Frt		0.985			0.988				0.850		0.937	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3493	0	1805	3494	0	1787	3689	1568	1719	3349	0
Flt Permitted	0.083			0.250			0.198			0.523		
Satd. Flow (perm)	155	3493	0	475	3494	0	372	3689	1568	946	3349	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		10			9				185		143	
Link Speed (mph)		40			40			40			40	
Link Distance (ft)		485			991			640			906	
Travel Time (s)		8.3			16.9			10.9			15.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	0%	0%	2%	3%	1%	3%	3%	5%	1%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	172	734	0	369	1625	0	141	291	235	99	544	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA	pm+ov	pm+pt	NA	
Protected Phases	5	2		1	6		3	8	1	7	4	
Permitted Phases	2			6			8		8	4		
Detector Phase	5	2		1	6		3	8	1	7	4	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	15.0	3.0	3.0	15.0	
Minimum Split (s)	8.0	56.5		8.0	50.5		8.0	53.5	8.0	8.0	45.5	
Total Split (s)	12.0	43.2		27.6	58.8		14.4	34.8	27.6	14.4	34.8	
Total Split (%)	10.0%	36.0%		23.0%	49.0%		12.0%	29.0%	23.0%	12.0%	29.0%	
Yellow Time (s)	3.0	4.5		3.0	4.5		3.0	4.5	3.0	3.0	4.5	
All-Red Time (s)	1.0	2.0		1.0	2.0		1.0	2.0	1.0	1.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.0	6.5		4.0	6.5		4.0	6.5	4.0	4.0	6.5	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min		None	C-Min		None	Min	None	None	Min	
Act Effect Green (s)	61.7	48.1		72.6	55.9		35.1	22.6	48.0	34.0	22.0	
Actuated g/C Ratio	0.51	0.40		0.60	0.47		0.29	0.19	0.40	0.28	0.18	

Synchro 8 Report

Page 1

P.M. Future Peak Hour

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

Lanes, Volumes, Timings

1: Weiland Road & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.75	0.52		0.74	1.00		0.62	0.42	0.32	0.30	0.74	
Control Delay	48.6	30.7		30.6	45.3		41.4	44.1	6.1	30.4	40.0	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	48.6	30.7		30.6	45.3		41.4	44.1	6.1	30.4	40.0	
LOS	D	C		C	D		D	D	A	C	D	
Approach Delay		34.1			42.6			30.1			38.5	
Approach LOS		C			D			C			D	
Queue Length 50th (ft)	74	222		112	~718		80	106	24	55	157	
Queue Length 95th (ft)	#245	328		254	#855		122	141	65	90	206	
Internal Link Dist (ft)		405			911			560			826	
Turn Bay Length (ft)	185			485			260		350	300		
Base Capacity (vph)	228	1404		554	1630		232	869	795	342	899	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.75	0.52		0.67	1.00		0.61	0.33	0.30	0.29	0.61	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 94 (78%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 150

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.00

Intersection Signal Delay: 38.1

Intersection LOS: D

Intersection Capacity Utilization 90.8%

ICU Level of Service E

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Weiland Road & Deerfield Parkway

				
Ø1	Ø2 (R)		Ø3	Ø4
27.6 s	43.2 s		14.4 s	34.8 s
				
Ø5	Ø6 (R)		Ø7	Ø8
12 s	58.8 s		14.4 s	34.8 s

P.M. Future Peak Hour

Synchro 8 Report
Page 2

Lanes, Volumes, Timings

2: Commerce Court/Rexam Access Drive & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	11	846	25	11	1762	17	82	1	37	17	0	40
Future Volume (vph)	11	846	25	11	1762	17	82	1	37	17	0	40
Ideal Flow (vphpl)	1900	2000	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	200		210	0		0	0		170	0		0
Storage Lanes	1		1	1		0	1		1	1		0
Taper Length (ft)	215			115			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt			0.850		0.999				0.850		0.850	
Flt Protected	0.950			0.950			0.950	0.953		0.950		
Satd. Flow (prot)	1805	3689	1468	1031	3568	0	1681	1650	1369	1570	1615	0
Flt Permitted	0.050			0.278			0.950	0.953		0.950		
Satd. Flow (perm)	95	3689	1468	302	3568	0	1681	1650	1369	1570	1615	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			118		1				118		247	
Link Speed (mph)		40			40			30			25	
Link Distance (ft)		696			382			375			149	
Travel Time (s)		11.9			6.5			8.5			4.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	3%	10%	75%	1%	8%	2%	100%	18%	15%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)							49%					
Lane Group Flow (vph)	12	910	27	12	1913	0	45	44	40	18	43	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA		Split	NA	Perm	Split	NA	
Protected Phases	5	2		1	6		8	8		7	7	
Permitted Phases	2		2	6					8			
Detector Phase	5	2	2	1	6		8	8	8	7	7	
Switch Phase												
Minimum Initial (s)	5.0	15.0	15.0	5.0	15.0		10.0	10.0	10.0	10.0	10.0	
Minimum Split (s)	9.0	35.0	35.0	9.0	34.0		38.0	38.0	38.0	40.0	40.0	
Total Split (s)	13.2	64.8	64.8	13.2	64.8		26.4	26.4	26.4	15.6	15.6	
Total Split (%)	11.0%	54.0%	54.0%	11.0%	54.0%		22.0%	22.0%	22.0%	13.0%	13.0%	
Yellow Time (s)	3.0	4.0	4.0	3.0	4.0		4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)	1.0	2.0	2.0	1.0	2.0		2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	4.0	6.0	6.0	4.0	6.0		6.0	6.0	6.0	6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lag	Lag	Lag	Lead	Lead	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min		None	None	None	None	None	
Act Effect Green (s)	88.6	85.3	85.3	88.9	85.5		10.4	10.4	10.4	9.6	9.6	
Actuated g/C Ratio	0.74	0.71	0.71	0.74	0.71		0.09	0.09	0.09	0.08	0.08	

Synchro 8 Report
Page 3

P.M. Future Peak Hour

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

Lanes, Volumes, Timings

2: Commerce Court/Rexam Access Drive & Deerfield Parkway

08/05/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.08	0.35	0.03	0.05	0.75		0.31	0.31	0.18	0.14	0.12	
Control Delay	11.6	15.7	1.0	6.1	17.8		57.2	57.3	1.7	54.3	0.7	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	11.6	15.7	1.0	6.1	17.8		57.2	57.3	1.7	54.3	0.7	
LOS	B	B	A	A	B		E	E	A	D	A	
Approach Delay		15.3			17.7			40.1			16.5	
Approach LOS		B			B			D			B	
Queue Length 50th (ft)	2	132	0	3	476		34	34	0	13	0	
Queue Length 95th (ft)	m12	345	m3	9	793		74	74	0	38	0	
Internal Link Dist (ft)		616			302			295			69	
Turn Bay Length (ft)	200		210						170			
Base Capacity (vph)	202	2623	1078	282	2543		285	280	330	125	356	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.06	0.35	0.03	0.04	0.75		0.16	0.16	0.12	0.14	0.12	

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 71 (59%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 145

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.75

Intersection Signal Delay: 17.9

Intersection LOS: B

Intersection Capacity Utilization 68.2%

ICU Level of Service C

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: Commerce Court/Rexam Access Drive & Deerfield Parkway

 Ø1	 Ø2 (R)	 Ø7	 Ø8
13.2 s	64.8 s	15.6 s	26.4 s
 Ø5	 Ø6 (R)		
13.2 s	64.8 s		

HCM 6th TWSC

3: Site Access Road/Windbrooke Drive & Deerfield Parkway

08/05/2021

Intersection												
Int Delay, s/veh	5.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↰↱		↰	↰↱			↱	↱		↱↰	
Traffic Vol, veh/h	42	863	21	22	1820	42	13	0	13	6	0	21
Future Vol, veh/h	42	863	21	22	1820	42	13	0	13	6	0	21
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	100	-	-	-	-	0	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	0	1	0	0	1	0	0	0	0	0	0	0
Mvmt Flow	48	981	24	25	2068	48	15	0	15	7	0	24

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	2116	0	0	1005	0	0	2173	3255	503	2729	3243	1058
Stage 1	-	-	-	-	-	-	1089	1089	-	2142	2142	-
Stage 2	-	-	-	-	-	-	1084	2166	-	587	1101	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	262	-	-	697	-	-	27	9	519	10	10	224
Stage 1	-	-	-	-	-	-	233	294	-	51	89	-
Stage 2	-	-	-	-	-	-	235	87	-	468	290	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	262	-	-	697	-	-	20	7	519	8	8	224
Mov Cap-2 Maneuver	-	-	-	-	-	-	20	7	-	8	8	-
Stage 1	-	-	-	-	-	-	190	240	-	42	86	-
Stage 2	-	-	-	-	-	-	202	84	-	371	237	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1	0.1	195	\$ 328.7
HCM LOS			F	F

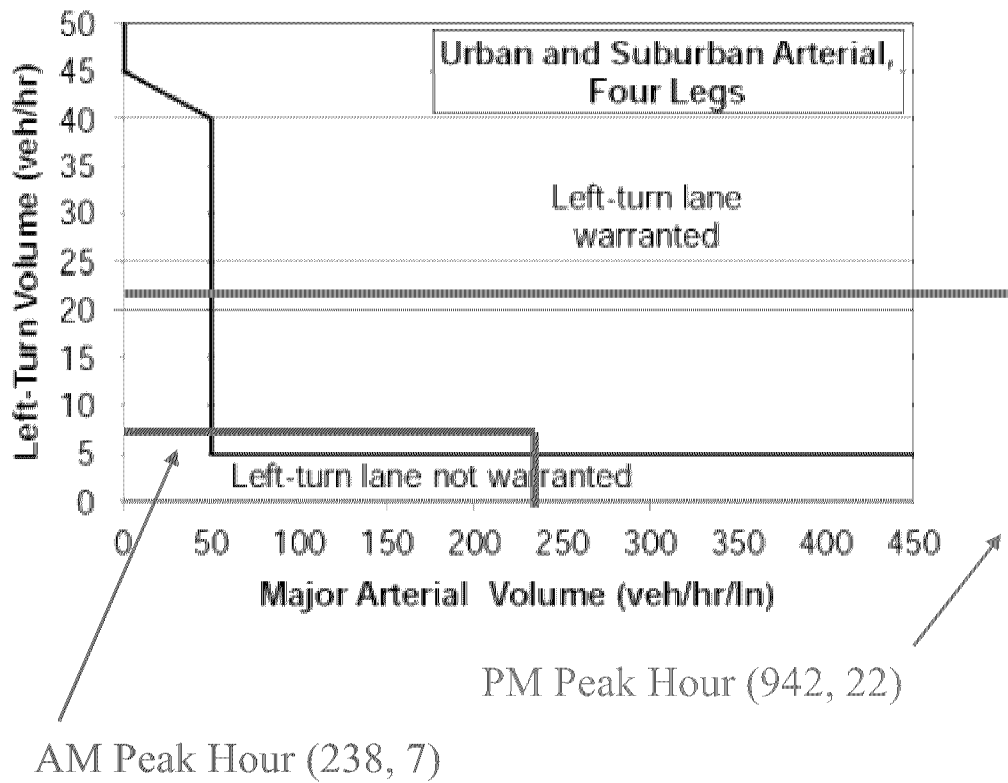
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	20	519	262	-	-	697	-	-	32
HCM Lane V/C Ratio	0.739	0.028	0.182	-	-	0.036	-	-	0.959
HCM Control Delay (s)	\$ 377.8	12.1	21.8	-	-	10.4	-	-	\$ 328.7
HCM Lane LOS	F	B	C	-	-	B	-	-	F
HCM 95th %tile Q(veh)	2	0.1	0.7	-	-	0.1	-	-	3.3

Notes									
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon									

Turn Lane Warrant Figures

Table 5.4 Right-Turn Lane Guidelines for Four-Lane Highways

Approach Lane Volume (vph)	Minimum Right-turn Volume Warranting Exclusive Lane (vph)				
	By Posted Speed Limit				
	35 mph	40 mph	45 mph	50 mph	55 mph
300	--	--	--	75	20
400	--	40	40	40	15
500	--	40	40	30	15
600	40	40	40	25	10
800	40	35	30	20	10
1200	25	30	20	15	10
1600	15	15	15	10	5
2000	10	10	10	10	5





October 28th, 2021

Mr. Ted Sianis, P.E.
Village of Buffalo Grove
Fifty-One Raupp Blvd
Buffalo Grove, IL 60089

**RE: 16051 Deerfield Parkway
MZ Buffalo Grove Multi-Family Development
Proposed Improvements
Second Submittal**

Dear Mr. Sianis:

We are in response of your review comments dated October 1st, 2021 for the proposed improvements for MZ Buffalo Grove Multi-Family Development project located at 16051 Deerfield Parkway. Below is a summary of the actions taken in response to these comments.

General Comments

1. Please provide other agency permits (i.e. IEPA NOI, Water Main, Sanitary, LCDOT, etc.).
Response: IEPA NOI, watermain, and sanitary permit applications will be prepared along with final engineering at a later date. Ms. Betsy Duckert with LCDOT has reviewed the driveway geometry on Deerfield Parkway and traffic study submitted for the proposed improvements and has no further comments on these items. This letter, dated September 10th, 2021, is enclosed for the Village's records. Correspondence with LCDOT will include the Village as the final engineering plans progress.
2. Please provide an Engineer's Opinion of Probably Cost (EOPC) with the Final Engineering submittal. Include a 10% contingency as well as an 8% increase for Letter of Credit purposes per ordinance 16.20.130.
Response: Comment noted – an EOPC will be prepared with the final engineering submittal as requested.
3. Once the Village has an EOPC, we will develop and provide you a draft Development Improvement Agreement (DIA). The Developer will be required to execute and submit the DIA including;

- a. A Letter of Credit;
- b. Engineering review and inspection fees; and
- c. A cash deposit (a percentage of the Letter of Credit);

Response: Comment noted – the developer will coordinate with the Village regarding the DIA once the EOPC is prepared and provided.

- 4. Provide sanitary service PE calculations.
 - a. Additionally, you will need to reach out to the Lake County Public Works Department to determine their sanitary sewer connection fees.

Response: 120 total residential units are proposed (20 per building) and one clubhouse is proposed. Calculations are provided within this submittal which equate to a PE value of 283. An email was sent to Lake County PW on 10/13/21 for confirmation of the impact fee amounts. The Village has been copied on all correspondence.

- 5. Please confirm the parking lot landscaping island requirement of 180 SF per 20 parking spaces has been met.

Response: The minimum parking lot landscaping is 1,827 SF per this requirement with 203 surface parking spaces proposed (garage parking excluded). The enclosed plan includes approximately 4,000 SF of landscaped parking islands.

- 6. A site benchmark will be required prior to the completion of the development to add to the Village's benchmark network. Said benchmark will need to be near Deerfield Parkway, but not within LCDOT or ComEd ROW. We can determine proper location at completion of development construction.

Response: Comment noted – a benchmark location is proposed within the northeastern triangle parcel (see sheet C3.0 and C3.1). Note that this location is private property. If a different location is preferred, we are happy to review and incorporate it into the final engineering plans.

- 7. A soil erosion and sediment control plan is required.

Response: A soil erosion and sediment control plan has been prepared and is provided. Refer to sheet C7.0 in updated plans.

- 8. Roads including the entrance off Deerfield Parkway will be considered private roads.

Response: Comment noted – general note 7 on sheet C3.0 has been added to identify that all proposed roads shall be private.

- 9. Storm sewers within the subdivision within will be considered private except for the pond outlet(s)

Response: Comment noted – general note 14 on sheet C5.0 has been added to identify that all storm sewer except the detention basin outlet will be private. A stormwater management easement will be provided over the detention basin outlet once the Final Plat of Subdivision is prepared.

Site Plans (C3.0-3.2)

1. With over 109 parking spaces above and beyond code, please eliminate the 27 parking spaces along the west portion of the main roadway through the subdivision. Make this area grass parkway.

Response: *Based on previous conversations, we understand that the Village will require the parking along the main driveway be eliminated from the plan, aside from the stalls directly adjacent to the clubhouse. As requested, the revision to the site plan is provided. Note in order to meet the parking needs of the proposed use, additional parking stalls were added north of the clubhouse and within the multi-family courts between buildings.*

2. How will trash be handled at the clubhouse?

Response: *A trash enclosure is provided on the south side of the clubhouse building which will allow for trash cans to be wheeled down the sidewalk by on-site management and maintenance staff to the driveway access west of the clubhouse for pick up.*

3. Provide sidewalk along one side of the entrance to the subdivision within the ComEd ROW.

Response: *As discussed between the development group and Village staff on October 1st, 2021, ComEd will not allow a sidewalk adjacent to the proposed private roadway within the ComEd ROW. To provide pedestrian connectivity, a sidewalk is provided along the western property line which connects the proposed development to the Deerfield Pwky public sidewalk. Additionally, a sidewalk is proposed on the east side of the site, near the clubhouse, that connects to the multi-use path that runs parallel within the ComEd right-of-way.*

4. Connect/provide sidewalk from Residence 7 to the bike path along the east side of the pond.

Response: *A carriage walk has been added which provides connection from the site sidewalk to the bike path within the ComEd right-of-way.*

ComEd ROW Plan (C3.3)

1. Minimum easement width for private entrance shall extend 6' behind BOC on along private entrance.

Response: *Comment noted – currently 3' of additional easement area is provided beyond the proposed back of curb. This easement area has already been reviewed and generally found to be appropriate per ComEd. Revising the ingress/egress easements within the ComEd right-of-way from what is currently shown will require additional coordination and approval by ComEd.*

Grading Plans (C4.0-4.2)

1. How will/does this development intend to meet RVR requirements of the WDO?

Response: *Per the WDO, the naturalized planting detention basin proposed on the west end of the site accounts for up to 50% of the RVR quantity required. To off-set the remaining amount, two small rain garden areas are provided on the eastern end of the site. Rain gardens are identified as green infrastructure per the WDO (Appendix A) and therefore will be able to meet the remaining RVR requirements associated with this development.*

The drainage memo has been updated with the quantities review of the RVR required and RVR volumes provided per the proposed detention basin and rain gardens.

2. Please show the 100-year overland flow route.

Response: *100-year overland flood routes are noted on the engineering plans. Refer to the grading plan sheets C4.1 and C4.2.*

3. Landscape buffer shall be graded to direct stormwater away from surrounding residential developments.

Response: *The area has been cleared as requested by staff. Therefore, the storm sewer is provided within this area to capture drainage that runs off unrestricted from the neighboring properties. This flow will be bypassed through the proposed detention basin which will be detailed in final engineering.*

Utility Plans (C5.0-5.2)

1. Per our Water Department, the north side proposed water main connection is a metered feed for ComEd to cool equipment. The plans show an existing valve by the existing hydrant. This is the ComEd meter pit not a main line valve. The Village intends to continue to bill ComEd, so design will have to accommodate this ComEd feed/meter.

Response: *Per conversations with Village Staff on 10/11/2021, we understand that the ComEd meter is located north and east of the site and the proposed connection will not impact metering capabilities.*

2. Both proposed water main connection points can be a sleeved connections or pressure connections. Either way both valves need a 5' dia. manhole.

Response: *Comment noted – plans have been updated accordingly to show a sleeved connection with a 5' diameter manhole.*

3. The old hydrants at the water main connection points require replacement with the new hydrants placed on the new project side of the valves for construction flushing.

Response: Comment noted – the existing fire hydrants are noted to be removed per the existing conditions and demolition plan (C2.0). The proposed hydrants are shown on the new project watermain side of the valves as requested and a detail for flushing is provided on the overall utility plan (C5.0).

4. Water main must be a minimum of 20' from any building foundation.

Response: The watermain routing has been revised to maintain a minimum separation of 20' from all proposed building foundations. Refer to the utility plan (sheets C5.1 and C5.2); note that the watermain west of Buildings 5 and 6 has been eliminated. Fire hydrants are proposed with 150' long leads to provide adequate coverage as discussed on 10/11/2021.

5. Storm sewer shall be a minimum of 12" per the WDO.

Response: Comment noted – all storm sewer will be designed to be 12" minimum.

Plats

1. Cross access easements necessary for connection to Commerce Ct.

Response: Comment noted – the plat will include a cross access easement within the parking lot from the subject site property line to the Commerce Ct right-of-way.

2. Please provide a 10' public utility easement surrounding the exterior lot lines.

Response: Comment noted – a 10' wide P.U.E. will be provided around the perimeter of the site as shown in the engineering and Plat of Subdivision. Please also note that a blanket easement covers the majority of the site with non-easement areas ("NEAs") encapsulating the proposed building foundations.

3. Please provide a plat of annexation, plat of subdivision, and cross access easement plat.

Response: Comment noted – the requested plats are included for review, apart from the cross-access easement plat. That plat will be prepared with final.

4. After review and approval of all plats, you will be required to provide mylar copies of each plat for execution and recording (to be recorded by developer) in Lake County.

Response: Comment noted – mylar copies of the final plats will be prepared

5. Add a note regarding "storm water infrastructure maintenance activity and responsibility language is located within the approved stormwater management report" to the plat of subdivision.

Response: The note provided will be added to the Plat of Subdivision.

6. Enclosed is the Village standard easement language and signature blocks.
Response: Thank you for providing – the Village’s standard language and signature blocks will be added to the Plat of Subdivision.

Stormwater Management Report (SWMR)

1. Please provide a stormwater management report.
Response: Kimley-Horn will provide a full all-encompassing stormwater management report with final engineering which will meet Lake County standards. For preliminary engineering, a memorandum with supporting exhibits is provided identifying that the WDO requirements are being met and the enclosed plan is feasible in regards to stormwater management. The memo originally provided has been updated accordingly per the comments provided herein.
2. Hydrocarbon removal technology will be required per the WDO.
Response: Kimley-Horn will review all options and provide details at final engineering; however, this requirement has been noted in the enclosed drainage memo along with the possible solution of utilizing snouts and bio-skirt products (or approved equals) in the storm sewer manholes to collect hydrocarbons prior to discharging into the detention basin.
3. Confirm design utilizes ISWS Bulletin 75 Rainfall data.
Response: The latest WDO is dated 10/13/2020. “Appendix I: Rainfall Depth Duration Frequency Tables for Lake County” from the WDO refers to ISWS Bulletin 75. This rainfall data was utilized in sizing the required detention per WDO standards.
4. Include private stormwater infrastructure maintenance activity and responsibility language post development completion.
Response: Comment noted – this information and language will be provided in the stormwater management report to be provided at Final Engineering.
5. When final engineering is ready, please submit a completed Lake County Watershed Development Ordinance permit.
Response: Comment noted – a Lake County WDO permit application will be provided along with final engineering for Village review.

Landscaping Review

Please note in ordinance 16.50.120 Landscaping, we are not allowing Maples and Honey Locust to be planted at this time due that our current populations of these species are very high.

I recommend the following species as alternatives to the Maple and Honey Locust proposed in this plan:

- Swamp White Oak
- Chinkapin Oak
- Bald Cypress
- Dawn Redwood
- Kentucky Coffeetree
- Yellowwood
- Fort McNair Horse Chestnut
- Turkish Filbert

Response: Comment noted – the Maples and Honey Locusts have been replaced with alternative species provided.

We trust these responses and the description of changes above adequately address your comments. If you have any questions or require any additional information, please contact me at 331-425-8039.

Sincerely,



Ryan Martin

Kimley-Horn and Associates, Inc.

Phone: 331-425-8039

Email: ryan.martin@kimley-horn.com

CC: Brad Zaransky, MZ Capital Partners
 Rob Costello, Torch Architects
 Scott Willson, Kimley-Horn
 Amanda Folta, Kimley-Horn



MEMORANDUM

To: Mr. Ted Sianis, PE
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

From: Scott Willson, PE
Ryan Martin, PE
Kimley-Horn and Associates, Inc.

Revision Date: October 28th, 2021 (Note all revisions from original memo indicated in blue)

Original Date: September 2nd, 2021

Re: ***Proposed Deerfield Parkway
Multi-Family Development
Deerfield Parkway & Windbrooke Drive
Village of Buffalo Grove, Lake Co., IL***

Introduction

Kimley-Horn and Associates, Inc., serves as the engineering consultant for MZ Capital Partners, who is proposing to develop a multi-family community with six residential buildings (120 total units, two-story), a clubhouse, private parking and a stormwater detention basin. The sitework includes demolition of an existing building and surrounding parking, tree removal, grading, storm sewer, water, sanitary sewer, and paving installation.

The site is located south of Deerfield Parkway and the Apartments at Windbrooke Crossing, southwest of an existing ComEd substation and transmission right-of-way, west of a commercial building, north of the single-family homes adjacent to Horatio Boulevard, and east of single-family homes within the Sterling Creek Subdivision and an existing commercial building.

The site is 8.90-acres (which does not include the ComEd right-of-way) and contains an existing industrial/commercial building surrounded by vegetation. A cell tower is located along the eastern property line, which is proposed to remain.

Aptakisic Creek conveys drainage from the south to the north and is located directly west of the project site's western property line. Per the enclosed FEMA Floodplain Map, the creek identifies a base flood elevation of 668 prior to conveyance through an existing box culvert within the Deerfield Parkway right-of-way.

The proposed development will meet the requirements identified in the Village of Buffalo Grove code and Lake County SMC Watershed Development Ordinance (WDO), latest edition.

Existing Conditions

Drainage is generally conveyed across the site from east to west towards Aptakisic Creek, which will be maintained in the proposed condition. The site is mostly pervious with overgrown vegetation, aside from the aforementioned concrete building and surrounding parking lot and material storage yard. There is currently no storm sewer or stormwater detention provided on the subject site.

An existing 30' wide buffer area is present along the south and southwest property lines adjacent to the neighboring single-family residential lots. This vegetated area will remain and the limits of disturbance will largely avoid any vegetation clearing as identified in the proposed grading and landscape plans.

The enclosed Wetland Report prepared by Christopher B Burke Engineering identifies an existing isolated wetland. This wetland is approximately 0.14 acres. Portions of the wetland will be impacted and mitigated per Lake County WDO and Village of Buffalo Grove requirements.

Proposed Conditions

The existing building and parking lot will be removed and tree clearing will be necessary as part of the proposed improvements.

A curve number calculation is provided based on the proposed site plan which identifies how much of the site will be impervious (i.e. roofs, parking lot and drive aisles, and sidewalks) in the final condition. This calculation was then used to calculate the required 2-year and 100-year detention volumes as identified in Appendix K of the Lake County WDO. The nomograph identifies that 4.10 ac-ft of volume will be required for the 100-year event and the detention basin identified in the plans provides a volume of 4.80 ac-ft.

Two separate outlet pipes will be provided in order to meet the County requirement for releasing 0.04 cfs/acre in the 2-year and 0.15 cfs/acre in the 100-year event. A 200-foot wide emergency overflow weir will be provided along the west side of the basin which will handle any storm events greater than the 100-year. The overflow weir, along with the controlled outlet pipes, will convey flows directly to Aptakisic Creek by discharging at grade just east of the property boundary. The outlet will discharge above the base flood elevation (BFE) of the existing off-site floodway/floodplain, therefore no tailwater condition will need to be considered.

Runoff Volume Reduction (RVR):

The naturalized detention basin will provide one-foot of volume below the pipe outlet to meet the County's RVR ("runoff volume reduction") requirements. This is acceptable with an efficiency of 50%. The remaining volume will be handled via two proposed rain gardens on the east side of the site. Per the WDO, rain gardens are defined as green infrastructure and therefore can be credited up to the full 100%.

The total RVR volume required is calculated as follows (per "Appendix O" of the WDO):

$$RVR \text{ Quantity} = 1" \text{ rainfall depth} \times \text{runoff coefficient (0.95)} \times \text{total impervious area}$$

The total net new impervious area is 4.86 acres, equating to a required RVR quantity of 16,760 cubic feet (or 0.385 ac-ft). This summary of the two rain gardens and naturalized basin area is as follows:

Facility	Area (Sq. Ft)	Efficiency	Vol (Cub. Ft.) @ 1' Depth
Detention Basin	29,593	50%	14,797
North Rain Garden	757	100%	757
South Rain Garden	1,452	100%	1,452
Total RVR Volume Provided			17,006

Note that underdrains will be provided for the detention basin as required per the WDO. The final details and design of the proposed rain gardens will be provided at final engineering.

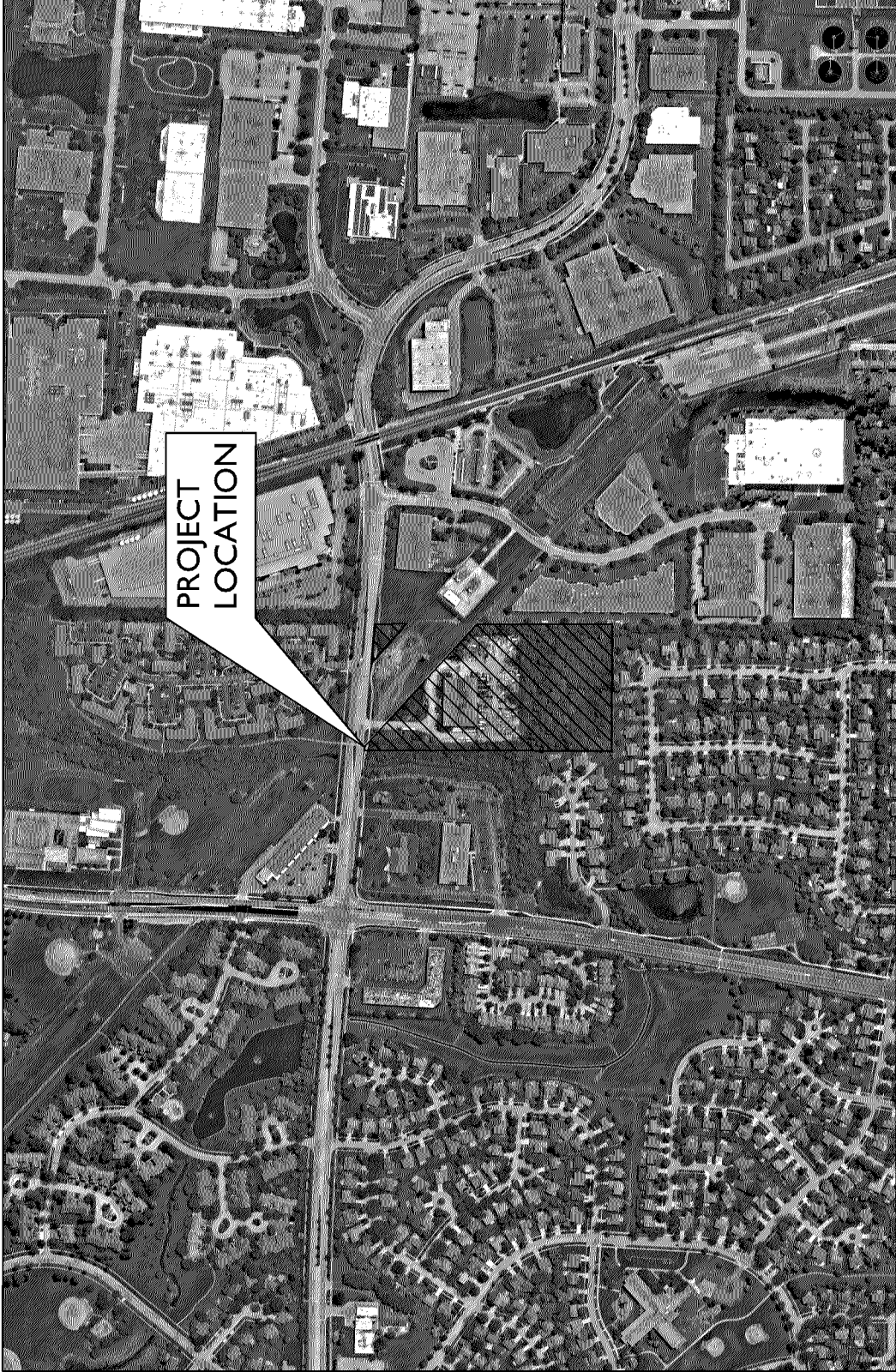
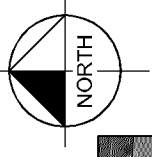
Hydrocarbon Removal:

The WDO indicates hydrocarbon removal is required for the proposed development provided more than 25 parking stalls will be added to the site than in the current condition. This required removal will be handled utilizing snouts and bio-skirts within the storm sewer system to eliminate hydrocarbons prior to reaching the proposed stormwater detention basin. These products will be specified at final engineering and indicated on the plans accordingly.

Final design and confirmation of capacity for the proposed on-site storm sewer will be completed with final engineering. The storm sewer will be designed to handle the 10-year storm event and overland flood routes will be designed to accommodate 100-year rainfall.

Attachments

- Location Map
- FEMA Floodplain Map
- Site Curve Number Calculation
- Stormwater Detention Nomograph (Appendix K from Lake County WDO)
- Detention Basin Stage Storage Calculation
- Wetland Reports and assessments by others



National Flood Hazard Layer FIRMette



9.D.c

87°57'5"W 42°10'26"N



87°56'28"W 42°09'59"N

0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BF) <i>Zone A, V, A99</i> With BFE or Depth <i>Zone AE, AO, AH, I</i> Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard <i>of 1% annual chance flood with a depth less than one foot or with a depth of less than one square mile</i> Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i> Area with Reduced Flood Risk due to Levee <i>See Notes, Zone X</i> Area with Flood Risk due to Levee
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard <i>Zc</i> Effective LOMRs Area of Undetermined Flood Hazard
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual CI Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature
MAP PANELS	Digital Data Available No Digital Data Available Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/12/2021 at 2:02 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas are not included for regulatory purposes.

Packet Pg. 325

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the



MZ Capital Partners - Deerfield Pkwy Multi-Family
9/2/2021

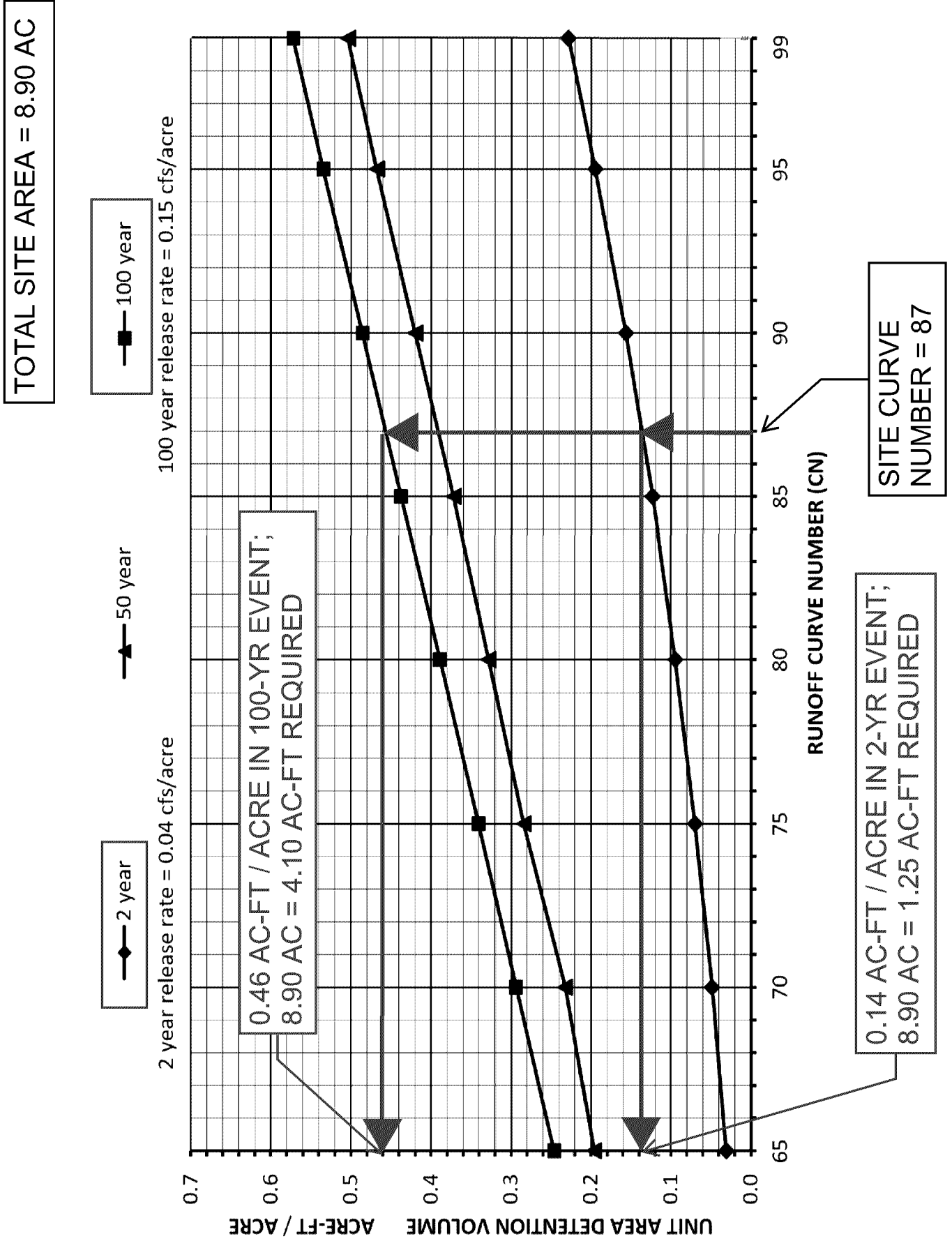
Total Disturbed Area (acres): 8.90

Proposed Development Runoff Coefficients			
Surface Type	Runoff Coefficient	Area (acres)	Product (Rc x A)
Impervious area (Roads, roofs, sidewalks, etc.)	0.90	4.86	4.37
Pervious area (Greenspace)	0.45	4.04	1.82
Total =		8.90	6.19
Composite Runoff Coefficient =		0.70	

Proposed Development Curve Number (CN)			
Surface Type	Curve Number	Area (acres)	Product (CN x A)
Impervious area (Roads, roofs, sidewalks, etc.)	98	4.86	476
Pervious area (Greenspace; Good Condition >75% Grass)	74	4.04	299
Total =		8.90	775
Composite Curve Number =		87	

Note: Curve Numbers identified per TR-55 Table 2-2a.

Appendix K: Detention Volume Versus Curve Number



basin

Kimley»Horn

Expect More. Experience Better.

POND: Detention Pond
 JOB NO. 268045000
 PROJECT: MZ Buffalo Grove
 FILE: _____
 DATE: 9/2/2021

Side Slopes
 $\frac{1}{4}$

Detention Basin Stage Storage

	Area	Average	Incremental	Cummulative	Cummulative
Elevation		Area	Storage	Storage	Storage
(ft)	(ft ²)	(ft ²)	(ft ³)	(ft ³)	(ac-ft)
668.5	25,197			0	0.000
		27017.500	27017.50		
669.5	28,838			27017.5	0.62
		30772.500	30772.50		
670.5	32,707			57790.00	1.33
		33874.500	33874.50		
671.5	35,042			91664.50	2.10
		36231.000	36231.00		
672.5	37,420			127895.50	2.94
		38631.000	38631.00		
673.5	39,842			166526.50	3.82
		42625.500	42625.50		
674.5	45,409			209152.00	4.80

Total Volume Provided (100-yr):

4.80 ac-ft

Total volume required per Lake County WDO Appendix K is 4.10 ac-ft (therefore detention basin provides adequate volume per stormwater ordinance requirements). A dual restrictor will be utilized and designed in final engineering in order to meet the allowable 2-year and 100-year release rates.

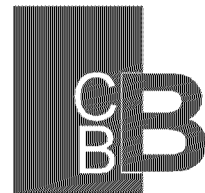
June 18, 2021

16051 DEERFIELD PARKWAY

WETLAND ASSESSMENT

Buffalo Grove, Illinois

CBBEL Project No. 150489.00015



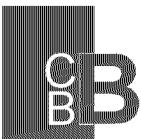
CHRISTOPHER B. BURKE ENGINEERING, LTD

9575 WEST HIGGINS ROAD, SUITE 600.
Rosemont, IL 60018

16051 DEERFIELD PARKWAY, BUFFALO GROVE, IL

Contents

EXECUTIVE SUMMARY	1
WOUS / Wetland Summary Table:.....	1
METHODOLOGY.....	1
RESULTS AND DISCUSSION.....	2
STUDY AREA.....	2
EXISTING SITE CONDITIONS.....	2
Wetland 1.....	3
REFERENCE MATERIALS	3
LOCATION MAP	3
NATIONAL WETLAND INVENTORY.....	3
LAKE COUNTY WETLAND INVENTORY	4
SOIL SURVEY	4
UNITED STATES GEOLOGICAL SURVEY	4
FLOOD INSURANCE RATE MAP	4
APPENDIX A – EXHIBITS.....	A
APPENDIX B – FLORISTIC INVENTORIES	B
APPENDIX C – SITE PHOTOGRAPHS.....	C
APPENDIX D – DATA FORMS	D



EXECUTIVE SUMMARY

On May 27, 2021, Christopher B. Burke Engineering, Ltd. (CBBEL) staff completed a wetland assessment of a study area located at 16051 Deerfield Parkway using the U.S. Army Corps of Engineers (USACE) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (August 2010). One (1) wetland was delineated within the study area. Aerial photographs depicting the location and boundaries of the identified wetlands are found on Exhibit 8 in Appendix A. Representative photographs are included in Appendix C. Information collected from the field investigation is listed in the USACE Data Forms found in Appendix D.

WOUS / Wetland Summary Table:

Delineated Area	Data Points	Community Type	Native Mean C-Value	Native FQAI
Wetland 1	1A	Wooded depression	2.09	9.81

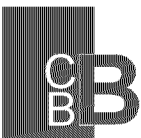
METHODOLOGY

The Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (August 2010), identifies the mandatory technical criteria for wetland identification. The three essential characteristics of a jurisdictional wetland are hydrophytic vegetation, hydric soils and wetland hydrology as described below:

Hydrophytic Vegetation: The hydrophytic vegetation criterion is based on a separation of plants into five basic groups:

- (1) Obligate wetland plants (OBL) almost always occur (estimated probability >99%) in wetlands under natural conditions;
- (2) Facultative wetland plants (FACW) usually occur in wetlands (estimated probability 67-99%), but occasionally are found in non-wetlands;
- (3) Facultative plants (FAC) are equally likely to occur in wetlands or non-wetlands (estimated probability 34-66%);
- (4) Facultative upland plants (FACU) usually occur in non-wetlands (estimated probability 67-99%), but occasionally are found in wetlands; and
- (5) Obligate upland plants (UPL) almost always occur (estimated probability >99%) in non-wetlands under natural conditions.

Four procedures completed in the following order are used to determine if hydrophytic vegetation is present:



- 1) Rapid Test: The Rapid Test for hydrophytic vegetation is met if all dominant species across all strata are OBL or FACW, or a combination of the two based on a visual assessment.
- 2) Dominance Test: Using the 50/20 Rule, if greater than 50% of the plants present are FAC, FACW, or OBL, the subject area meets the hydrophytic vegetation criterion.
- 3) Prevalence Index: Each plant species in a sampling plot is assigned a numeric value (OBL=1; FACW=2; FAC=3; FACU=4; UPL=5). Based on the sampling data, the absolute cover is calculated for each species in each stratum and using the specified formula, if the Prevalence Index is 3 or less, hydrophytic vegetation is present.
- 4) Morphological Adaptations: Various species may develop physical characteristics after growing in wetland areas such as multi-stemmed trunks, shallow roots and buttressed stems. Hydrophytic vegetation is present if an adaptation is observed in more than 50% of FACU species growing in an area that contains hydric soil and wetland hydrology.

Hydric Soils: Hydric soils are defined in the manual as "soils that are saturated, flooded or ponded long enough during the growing season to develop anaerobic conditions in the upper part." Field indicators of hydric soil are found in the NTCHS Field Indicators of Hydric Soils in the United States (USDA Natural Resources Conservation Service 2006b or current version).

Wetland Hydrology: The wetland hydrology criterion is often the most difficult to determine. Typically, the presence of water for a portion of the growing season creates anaerobic conditions. Anaerobic conditions lead to the prevalence of wetland plants. Morphological adaptations of plants, drift lines and watermarks are examples of wetland hydrology field indicators.

Waters of the United States: Waters of the United States (waters) are defined as the ordinary high-water mark (OHWM) in non-tidal waters, provided the jurisdiction is not extended by the presence of wetlands. The OHWM refers to the line established by the fluctuations of water. These fluctuations can be indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of the soil, destruction of terrestrial vegetation, or the presence of litter and debris. Waters are typically not vegetated. They typically area located below the Ordinary High Water Mark (OHWM) of a creek, stream, river or lake. There are exceptions to this generalization.

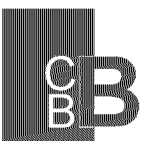
RESULTS AND DISCUSSION

STUDY AREA

The study area shown in Exhibit 1 of Appendix A is located south of Deerfield Parkway, east of Weiland Road in Buffalo Grove, Lake County, Illinois.

EXISTING SITE CONDITIONS

At the time of the visit, the study area consisted of an occupied commercial building with access road and material storage lot, a cell tower, scrub shrub woodland and a wooded depressional pocket wetland.



Wetland 1

Wetland 1, characterized by Data Point 1A in Appendix D, consisted of a wooded depressional pocket wetland. Photographs of the wetland are included in Appendix C.

Vegetation: At the time of the field investigation, the dominant species included silver maple (*Acer saccharinum*), cottonwood (*Populus deltoides*), moneywort (*Lysimachia nummularia*) and riverbank grape (*Vitis riparia*). The complete wetland floristic inventory for the wetland area is in Appendix B.

Hydrology: At the time of the field visit, hydrology was indicated by evidence of ponding including water lines, sediment deposits and unvegetated concave surface.

Soils: Soils are mapped as Pella silty clay loam, a hydric soil type in Lake County, Illinois. Hydric soils were confirmed in the field by the observation of low chroma colors and reduced matrices.

REFERENCE MATERIALS

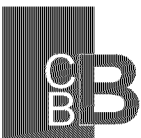
The following reference materials were reviewed and used to assist in the wetland field reconnaissance. They are included as Exhibits 1-6.

LOCATION MAP

The study area is located south of Deerfield Parkway, east of Weiland Road in Buffalo Grove, Lake County, Illinois (Exhibit 1). Geographically, the study area is located in Section 28, Township 43 North, and Range 11 East of the 3rd Principal Meridian (42.169326°N; - 87.946272°W).

NATIONAL WETLAND INVENTORY

The National Wetland Inventory (NWI) for the Wheeling Quadrangle (1983), as shown on Exhibit 2, indicates no wetland is mapped within the study area. The NWI serves only as a large-scale guide and actual wetland locations and types often vary from that mapped.



LAKE COUNTY WETLAND INVENTORY

The Lake County Wetland Inventory for Vernon Township (2002), as shown on Exhibit 3, indicates wetland is mapped within the study area. The Lake County Wetland Inventory serves only as a local guide and actual wetland locations and types often vary from that mapped.

SOIL SURVEY

The Soil Survey of Lake County, Illinois (2013) was reviewed to determine the location of hydric soils within the study area (Exhibit 4). The following soil types are mapped within the study area:

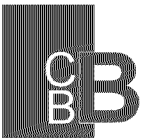
146A	-	ELLIOTT SILT LOAM
153A	-	PELLA SILTY CLAY LOAM, HYDRIC
223B	-	VARNA SILT LOAM
442A	-	MUNDELEIN SILT LOAM
531B	-	MARKHAM SILT LOAM
531C2	-	MARKHAM SILT LOAM, ERODED

UNITED STATES GEOLOGICAL SURVEY

The United States Geological Survey (USGS), Wheeling Quadrangle (1993) was reviewed to determine historic local drainage patterns (Exhibit 5). The USGS indicates that surface runoff from the study area drains towards the west and lies within the watershed of the Des Plaines River.

FLOOD INSURANCE RATE MAP

The Flood Insurance Rate Map (FIRM) was reviewed to determine the location of regulatory floodplain within the study area (Exhibit 6). The presence of floodplain can be indicative of wetland hydrology. The FIRM indicates 100-year regulatory floodplain and floodway is mapped immediately west of the study area.



APPENDIX A – EXHIBITS



DSGN.		SCALE:	1"= 1,000'
DWN.	KEK	USER:	kkopija
CHKD.	TJK	PLOT DATE:	6/4/2021
FILE NAME:	150489.00015 LOC		

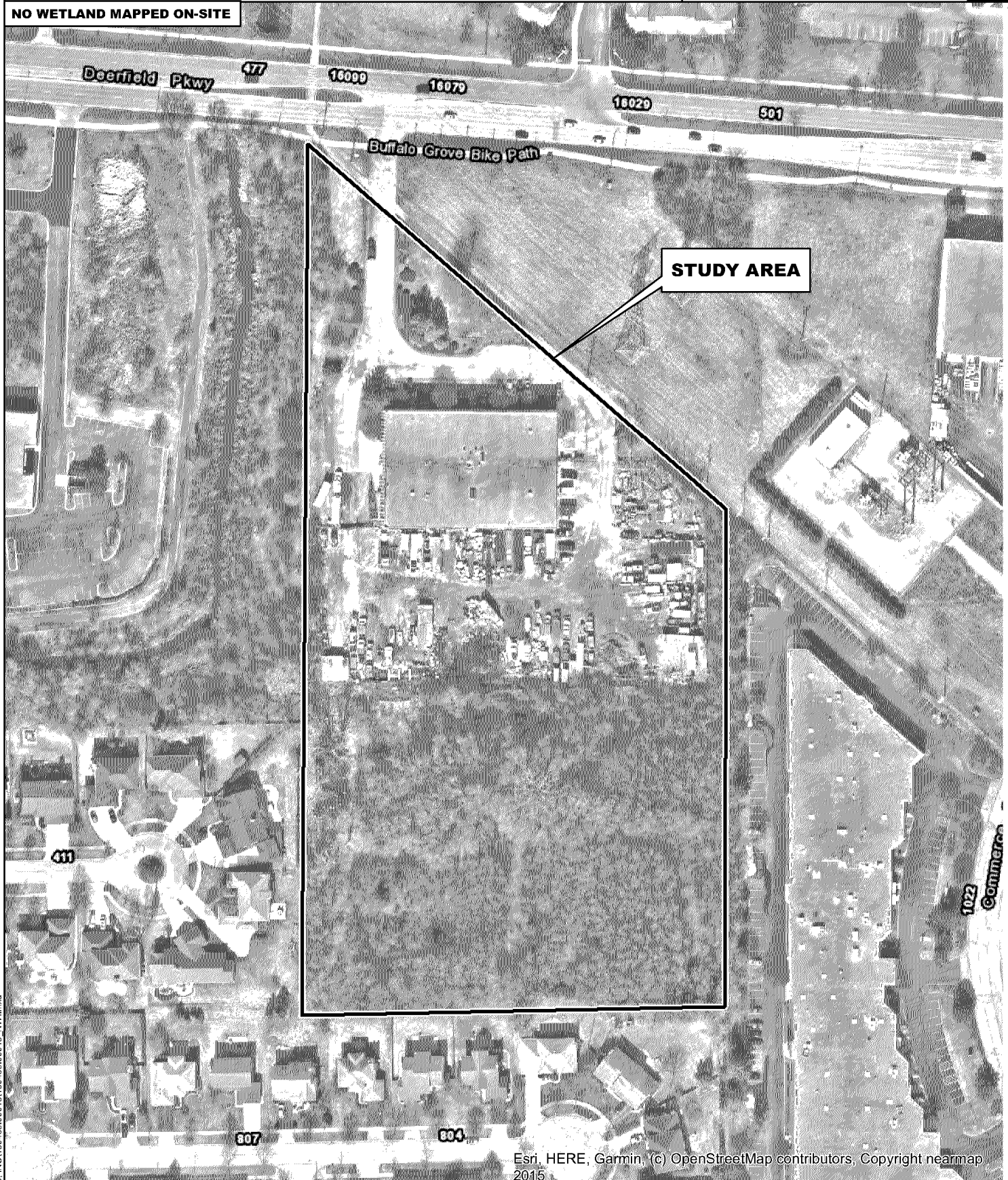
NOTE: TAKEN FROM THE NATIONAL WETLAND INVENTORY (NWI), WHEELING QUADRANGLE (1983)

0 150
Feet
1 inch = 150 feet

9.D.c

NORTH

NO WETLAND MAPPED ON-SITE



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Copyright nearmap 2015

CLIENT:

Kimley»Horn

TITLE:

NATIONAL WETLAND INVENTORY

CBBEL# 15-0489.00015

DATE: 6/2/2021



CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

DSGN.		SCALE:	1"= 150'
DWN.	KEK	USER:	kkopija
CHKD.	TJK	PLOT DATE:	6/4/2021
FILE NAME:	150489.00015_NWI		

EXH 2

Packet Pg. 337

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

NOTE: TAKEN FROM THE LAKE COUNTY WETLAND INVENTORY(LCWI), VERNON TOWNSHIP(2002)

0 150
Feet
1 inch = 150 feet

9.D.c

NORTH

Legend

NON WETLAND
WETLAND



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Copyright nearmap 2015

CLIENT:

Kimley»Horn

TITLE:

LAKE COUNTY WETLAND INVENTORY

CBBEL# 15-0489.00015

DATE: 6/2/2021



CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

DSGN.		SCALE:	1"= 150'
DWN.	KEK	USER:	kkopija
CHKD.	TJK	PLOT DATE:	6/4/2021
FILE NAME:	150489.00015_LCWI		

EXH 3

Packet Pg. 338

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield

NOTE: TAKEN FROM THE SOIL SURVEY OF LAKE COUNTY, ILLINOIS(2013)

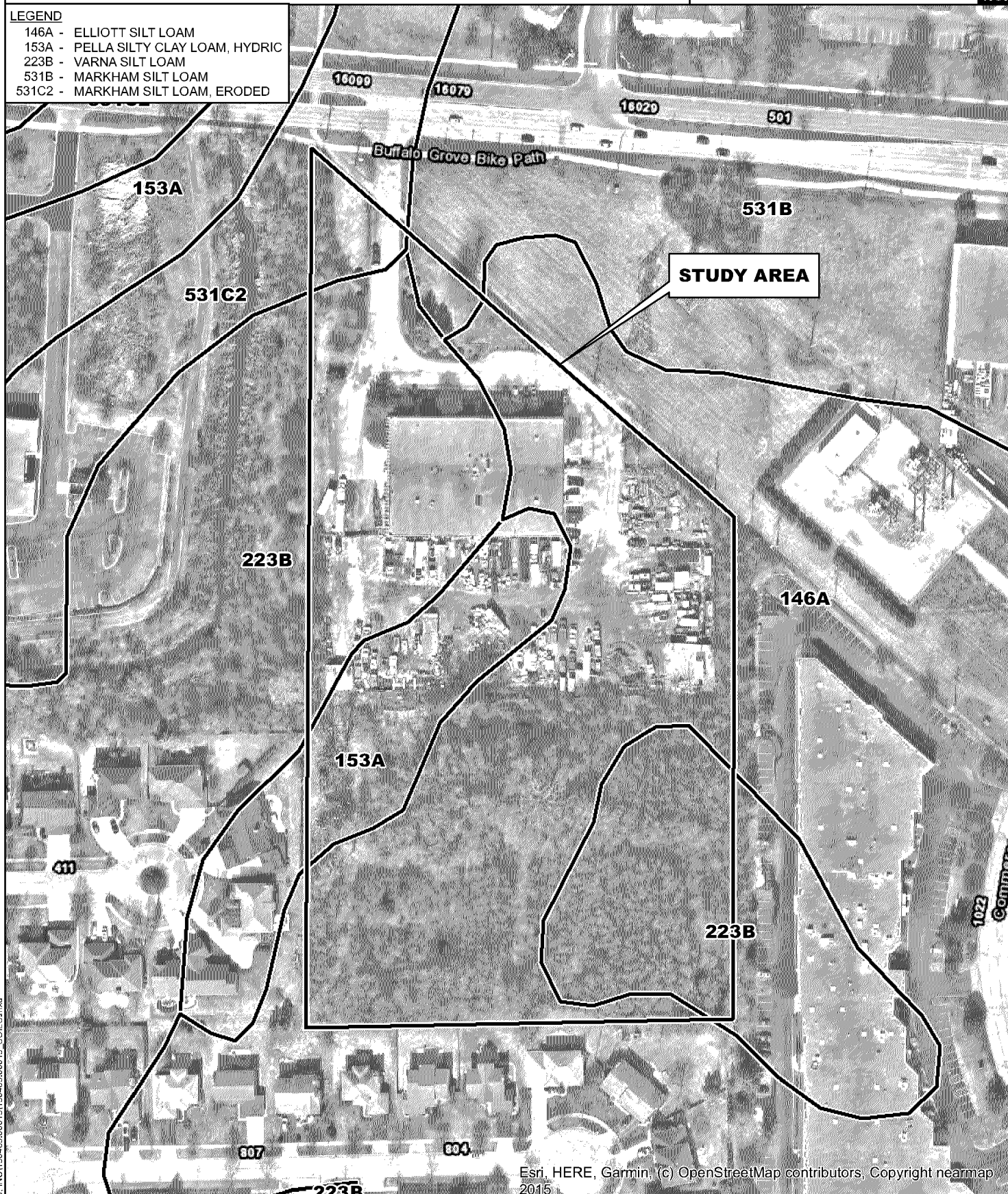
0 150
Feet
1 inch = 150 feet

9.D.c

NORTH

LEGEND

- 146A - ELLIOTT SILT LOAM
- 153A - PELLA SILTY CLAY LOAM, HYDRIC
- 223B - VARNA SILT LOAM
- 531B - MARKHAM SILT LOAM
- 531C2 - MARKHAM SILT LOAM, ERODED



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CLIENT:

Kimley»Horn

TITLE:

SOIL SURVEY

CBBEL# 15-0489.00015

DATE: 6/2/2021



CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

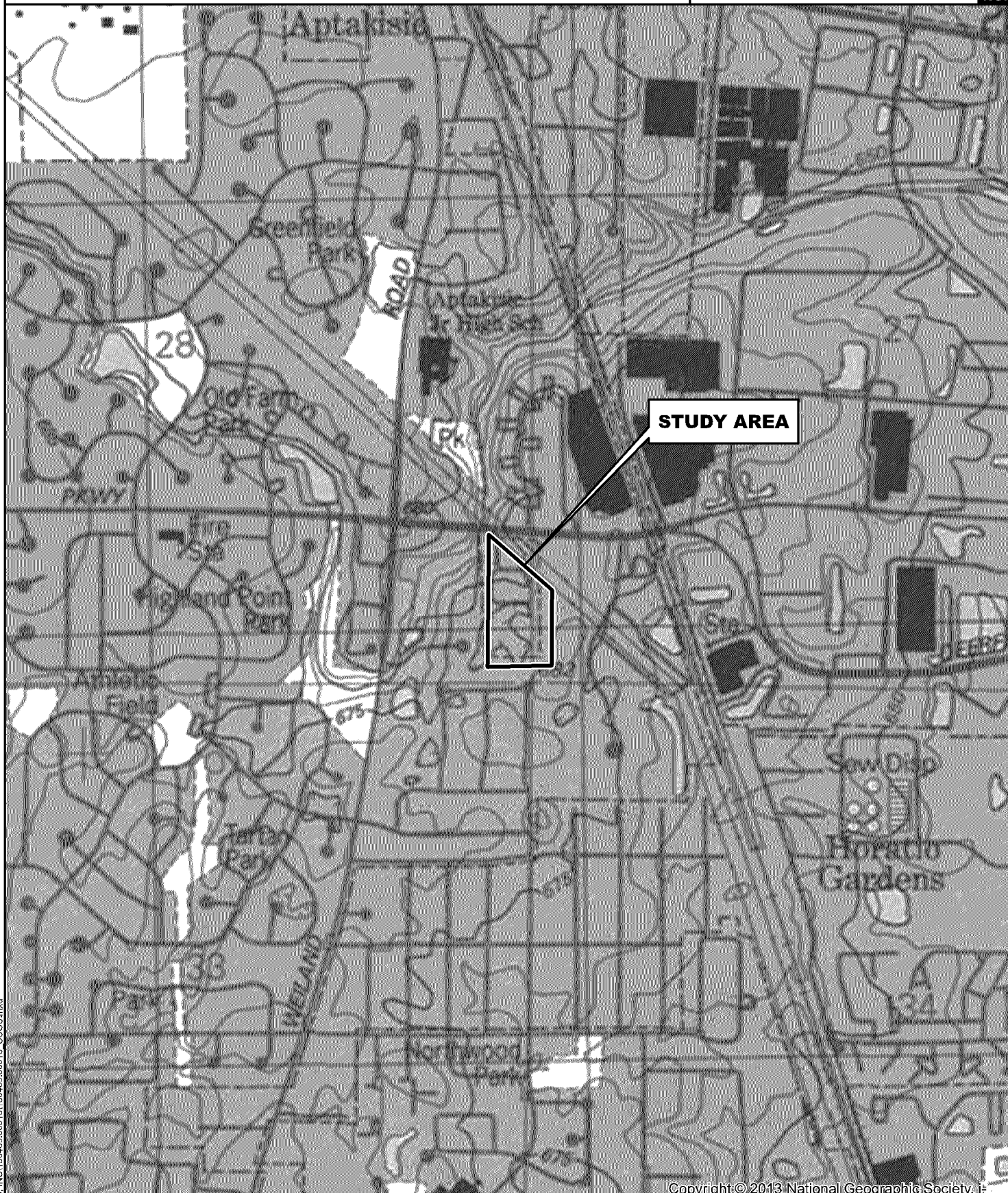
DSGN.		SCALE:	1"= 150'
DWN.	KEK	USER:	kkopija
CHKD.	TJK	PLOT DATE:	6/4/2021
FILE NAME:	150489.00015_SOILS		

EXH 4

Packet Pg. 339

PIKIMLEY HORN AND ASSOCIATES, INC\150489.00015\150489.00015 SOIL S.mxd

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield



Copyright:© 2013 National Geographic Society, Inc.

CLIENT:

Kimley»Horn

TITLE:

UNITED STATES GEOLOGICAL SURVEY

CBBEL# 15-0489.00015

DATE: 6/2/2021



CHRISTOPHER B. BURKE Engineering, Ltd.

9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

DSGN.		SCALE:	1"= 1,000'
DWN.	KEK	USER:	kkopija
CHKD.	TJK	PLOT DATE:	6/4/2021
FILE NAME:	150489.00015_USGS		

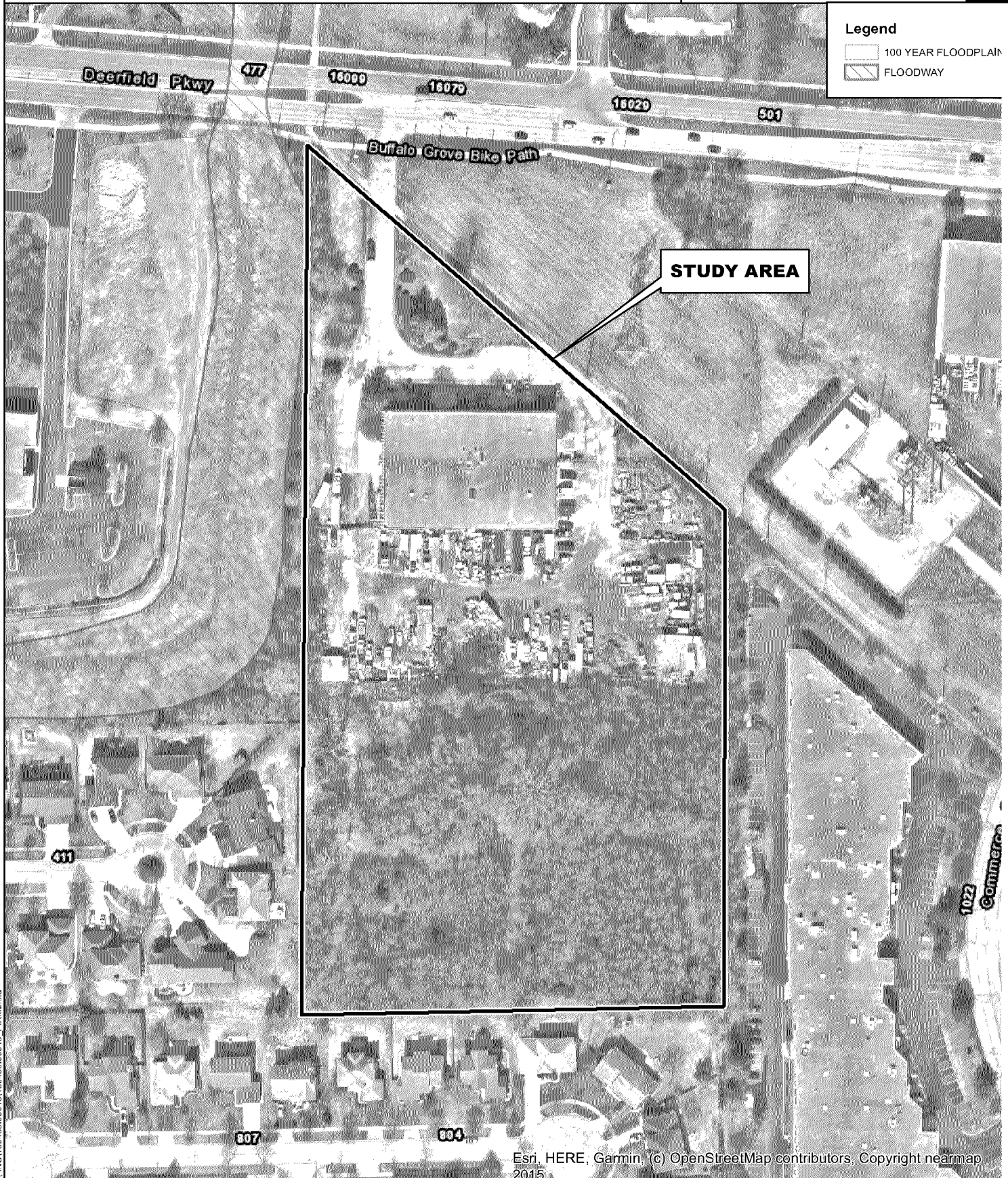
EXH 5

Packet Pg. 340

NOTE: TAKEN FROM THE FLOOD INSURANCE RATE MAP(FIRM), LAKE COUNTY AND INCORPORATED AREAS, ILLINOIS, MAP NUMBER 17097C0262K, EFFECTIVE DATE: SEPTEMBER 18, 2013

0 150 Feet
1 inch = 150 feet
9.D.c
NORTH

Legend
100 YEAR FLOODPLAIN
FLOODWAY



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CLIENT:

Kimley»Horn

TITLE:

FLOOD INSURANCE RATE MAP

CBBEL# 15-0489.00015

DATE: 6/2/2021



CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

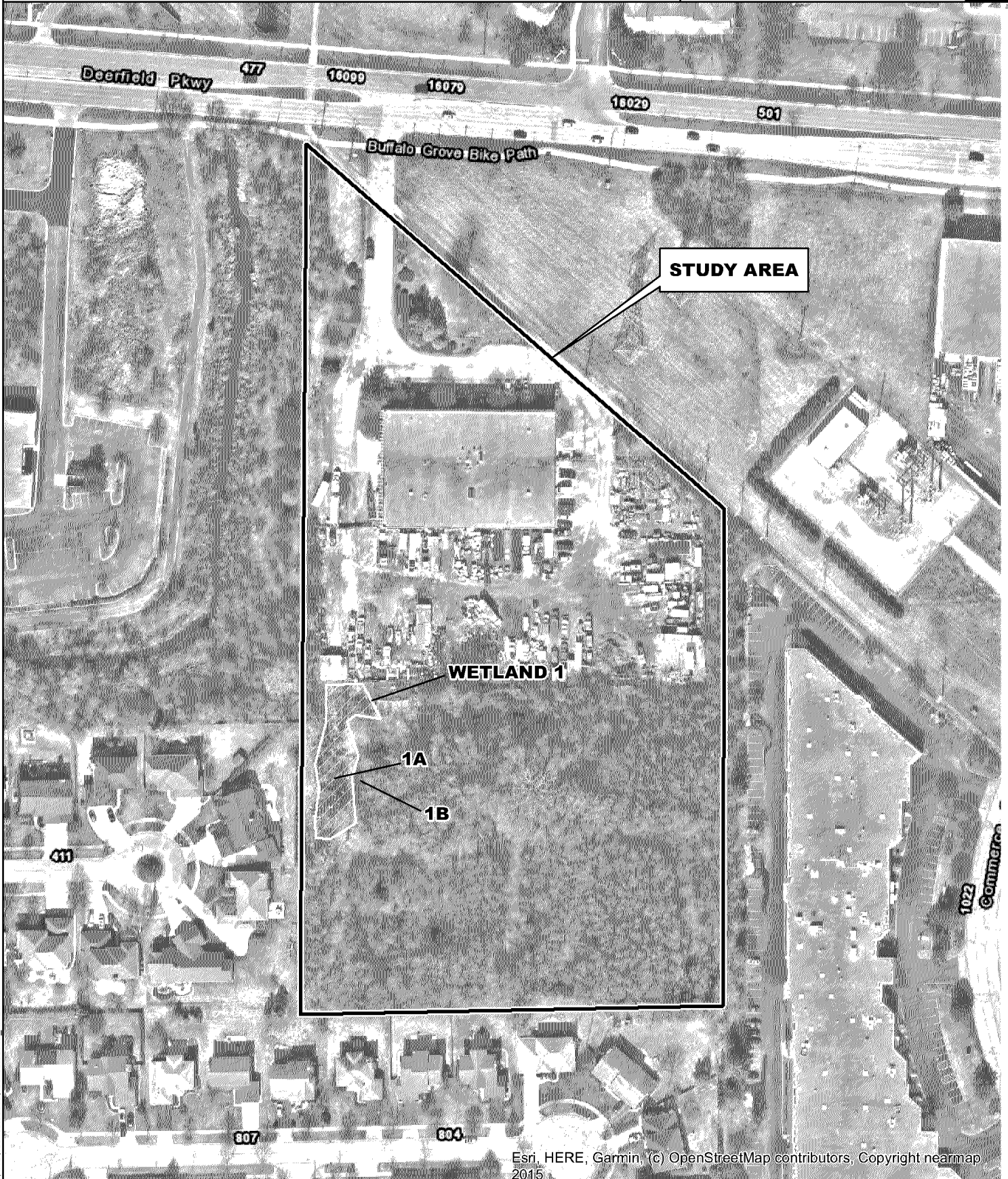
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CHKD.	TJK	PLOT DATE:	6/4/2021
FILE NAME:	150489.00015_FIRM		

EXH 6

Packet Pg. 341

PKIMLEY HORN AND ASSOCIATES, INC\150489.00015\150489.00015_FIRM.mxd

Attachment: Exhibit B Plan Set (O-2022-12 : Ordinance Approving a Rezoning and Residential PUD for the Property at 15989 & 16051 Deerfield



CLIENT:

Kimley»Horn

TITLE:

**APPROXIMATE
WETLAND DELINEATION**

CBBEL# 15-0489.00015

DATE: 6/2/2021



CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

DSGN.		SCALE:	1"= 150'
DWN.	KEK	USER:	kkopija
CHKD.	TJK	PLOT DATE:	6/7/2021
FILE NAME:	150489.00015_AWD		

EXH 7

Packet Pg. 342

APPENDIX B – FLORISTIC INVENTORIES

SITE: Wetland 1
LOCALE: Buffalo
Grove
BY: T. Kehoe

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C (NATIVE SPECIES)	2.09	SPECIES RICHNESS (ALL)	32
MEAN C (ALL SPECIES)	1.44	SPECIES RICHNESS (NATIVE)	22
MEAN C (NATIVE TREES)	0.33	% NON-NATIVE	0.31
MEAN C (NATIVE SHRUBS)	2.50	WET INDICATOR (ALL)	-0.41
MEAN C (NATIVE HERBACEOUS)	2.33	WET INDICATOR (NATIVE)	-0.36
FQAI (NATIVE SPECIES)	9.81	% HYDROPHYTE (MIDWEST)	0.84
FQAI (ALL SPECIES)	8.13	% NATIVE PERENNIAL	0.59
ADJUSTED FQAI	17.34	% NATIVE ANNUAL	0.09
% C VALUE 0	0.44	% ANNUAL	0.13
% C VALUE 1-3	0.38	% PERENNIAL	0.84
% C VALUE 4-6	0.19		
% C VALUE 7-10	0.00		

SPECIES ACRONYM	SPECIES NAME (NWPL/ MOHLENBROCK)	SPECIES (SYNONYM)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	NC-NE WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
aceneg	Acer negundo	Acer negundo var. violaceum	Ash-Leaf Maple		0 FAC	FAC		0 Tree	Perennial	Native
acesai	Acer saccharinum	Acer saccharinum	Silver Maple		1 FACW	FACW		-1 Tree	Perennial	Native
allpet	Alliaria petiolata	ALLIARIA PETIOLATA	Garlic-Mustard		0 FAC	FACU		0 Forb	Biennial	Adventive
alnglu	Alnus glutinosa	ALNUS GLUTINOSA	European Alder		0 FACW	FACW		-1 Tree	Perennial	Adventive
bidfro	Bidens frondosa	Bidens frondosa	Devil's-Pitchfork		1 FACW	FACW		-1 Forb	Annual	Native
cxcris	Carex cristatella	Carex cristatella	Crested Sedge		4 FACW	FACW		-1 Sedge	Perennial	Native
cxvulp	Carex vulpinoidea	Carex vulpinoidea	Common Fox Sedge		2 FACW	OBL		-1 Sedge	Perennial	Native
corsto	Cornus alba	Cornus sericea	Red Osier		5 FACW	FACW		-1 Shrub	Perennial	Native
corrac	Cornus racemosa	Cornus racemosa	Gray Dogwood		1 FAC	FAC		0 Shrub	Perennial	Native
echcru	Echinochloa crus-galli	Echinochloa crus-galli	Large Barnyard Grass		0 FACW	FAC		-1 Grass	Annual	Native
epicol	Epilobium coloratum	Epilobium coloratum	Purple-Leaf Willowherb		3 OBL	OBL		-2 Forb	Perennial	Native
galapa	Galium aparine	Galium spurium	Sticky-Willy		0 FACU	FACU		1 Forb	Annual	Native
geucan	Geum canadense	Geum canadense	White Avena		1 FAC	FAC		0 Forb	Perennial	Native
hydvir	Hydrophyllum virginianum	Hydrophyllum virginianum	Shawnee-Salad		5 FAC	FAC		0 Forb	Perennial	Native
lontat	Lonicera tatarica	LONICERA TATARICA	Twinsisters		0 FACU	FACU		1 Shrub	Perennial	Adventive
lysnum	Lysimachia nummularia	LYSIMACHIA NUMMULARIA	Creeping-Jenny		0 FACW	FACW		-1 Forb	Perennial	Adventive
lytsal	Lythrum salicaria	LYTHRUM SALICARIA	Purple Loosestrife		0 OBL	OBL		-2 Forb	Perennial	Adventive

moralb	Morus alba	MORUS ALBA VAR. TATARICA	White Mulberry	0 FAC	FACU	0 Tree	Perennial	Adventive
parqui	Parthenocissus quinquefolia	Parthenocissus quinquefolia	Virginia-Creeper	4 FACU	FACU	1 Vine	Perennial	Native
polper	Persicaria maculosa	PERSICARIA PHALARIS	Lady's-Thumb	0 FACW	FAC	-1 Forb	Annual	Adventive
phaaru	Phalaris arundinacea	ARUNDINACEA A	Reed Canary Grass	0 FACW	FACW	-1 Grass	Perennial	Adventive
PHRAUSM	Phragmites australis ssp. americanus	Phragmites americanus	Common Reed	3 FACW	FACW	-1 Grass	Perennial	Native
popdel	Populus deltoides	Populus deltoides	Eastern Cottonwood	0 FAC	FAC	0 Tree	Perennial	Native
rhacat	Rhamnus cathartica	RHAMNUS CATHARTICA	European Buckthorn	0 FAC	FAC	0 Shrub	Perennial	Adventive
ribmis	Ribes missouriense	Ribes missouriense	Missouri Gooseberry	2 UPL	UPL	2 Shrub	Perennial	Native
rudlac	Rudbeckia laciniata	Rudbeckia laciniata	Green-Head Coneflower	4 FACW	FACW	-1 Forb	Perennial	Native
salint	Salix interior	Salix interior	Sandbar Willow	2 FACW	FACW	-1 Shrub	Perennial	Native
soldul	Solanum dulcamara	SOLANUM DULCAMARA	Climbing Nightshade	0 FAC	FAC	0 Vine	Perennial	Adventive
solalt	Solidago altissima	Solidago altissima	Tall Goldenrod	1 FACU	FACU	1 Forb	Perennial	Native
rhurad	Toxicodendron radicans	Rhus radicans	Eastern Poison-Ivy	2 FAC	FAC	0 Vine	Perennial	Native
verhas	Verbena hastata	Verbena hastata	Simpler's-Joy	4 FACW	FACW	-1 Forb	Perennial	Native
vitrip	Vitis riparia	Vitis riparia var. syrticola	River-Bank Grape	1 FACW	FAC	-1 Vine	Perennial	Native

APPENDIX C – SITE PHOTOGRAPHS



PHOTO 1. Wetland 1 - looking south (Data point 1A in center)



PHOTO 2. Wetland 1 - looking southwest (Data point 1B in background)



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018
 Tel (847) 823-0500 Fax (847) 823-0520

Client: Kimley-Horn

Project: 16051 Deerfield Parkway, Buffalo Grove, IL

Date: May 27, 2021

Exhibit 8

APPENDIX D – DATA FORMS

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Deerfield Parkway Property City/County: Buffalo Grove/Lake Sampling Date: 05/27/2021
 Applicant/Owner: Kimley-Horn State: IL Sampling Point: 1A
 Investigator(s): Thomas Kehoe Section, Township, Range: Section 28, T43N, R11E
 Landform (hillslope, terrace, etc.): depresional Local relief (concave, convex, none): concave
 Slope (%): Lat: 42.1692 Long: -87.9469 Datum: WGS84
 Soil Map Unit Name Pella silty clay loam NWI Classification: not applicable

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)

Are vegetation , soil , or hydrology significantly disturbed?

Are "normal circumstances"

Are vegetation , soil , or hydrology naturally problematic?

present? Yes

SUMMARY OF FINDINGS

(If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present? <u>Y</u>	
Wetland hydrology present? <u>Y</u>	
Remarks: (Explain alternative procedures here or in a separate report.)	

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u> </u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>7</u> (A) Total Number of Dominant Species Across all Strata: <u>7</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>100.00%</u> (A/B)
1	<u>Acer saccharinum</u>	60	Y	FACW	
2	<u>Populus deltoides</u>	40	Y	FAC	
3					
4					
5					
		100	= Total Cover		Prevalence Index Worksheet Total % Cover of: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>120</u> x 2 = <u>240</u> FAC species <u>60</u> x 3 = <u>180</u> FACU species <u>0</u> x 4 = <u>0</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>180</u> (A) <u>420</u> (B) Prevalence Index = B/A = <u>2.33</u>
Sapling/Shrub stratum	(Plot size: <u>15</u>)				
1	<u>Rhamnus cathartica</u>	20	Y	FAC	
2	<u>Alnus glutinosa</u>	10	Y	FACW	
3	<u>Cornus racemosa</u>	10	Y	FACW	
4					
5					
		40	= Total Cover		
Herb stratum	(Plot size: <u>5</u>)				Hydrophytic Vegetation Indicators: <u> </u> Rapid test for hydrophytic vegetation <u>X</u> Dominance test is >50% <u>X</u> Prevalence index is ≤3.0* Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) Problematic hydrophytic vegetation* (explain) *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1	<u>Lysimachia nummularia</u>	40	Y	FACW	
2					
3					
4					
5					
6					
7					
8					
9					
10					
		40	= Total Cover		
Woody vine stratum	(Plot size: <u>30</u>)				Hydrophytic vegetation present? <u>Y</u>
1	<u>Vitis riparia</u>	20	Y	FACW	
2					
		20	= Total Cover		
Remarks: (Include photo numbers here or on a separate sheet)					

SOIL

Sampling Point: 1A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-20	10YR 2/1	90	5YR 5/8	10	C	PL	silty clay loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ☐ Histisol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ 2 cm Muck (A10)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☒ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ☐ Coast Prairie Redox (A16) (LRR K, L, R)
☐ Dark Surface (S7) (LRR K, L)
☐ 5 cm Mucky Peat or Peat (S3) (LRR K, L, R)
☐ Iron-Manganese Masses (F12) (LRR K, L, R)
☐ Very Shallow Dark Surface (TF12)
☐ Other (explain in remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____
 Depth (inches): _____

Hydric soil present? Y

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☒ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☒ Sparsely Vegetated Concave Surface (B8)
☒ Water-Stained Leaves (B9)

- ☐ Aquatic Fauna (B13)
☐ True Aquatic Plants (B14)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Gauge or Well Data (D9)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☒ Geomorphic Position (D2)
☐ FAC-Neutral Test (D5)

Field Observations:

Surface water present? Yes ☐ No ☒ Depth (inches): _____
 Water table present? Yes ☐ No ☐ Depth (inches): _____
 Saturation present? Yes ☐ No ☒ Depth (inches): _____
 (includes capillary fringe)

Wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Deerfield Parkway Property City/County: Buffalo Grove/Lake Sampling Date: 05/27/2021
 Applicant/Owner: Kimley-Horn State: IL Sampling Point: 1B
 Investigator(s): Thomas Kehoe Section, Township, Range: Section 28, T43N, R11E
 Landform (hillslope, terrace, etc.): terrace Local relief (concave, convex, none): concave
 Slope (%): Lat: 42.1688 Long: -87.9469 Datum: WGS84
 Soil Map Unit Name Pella silty clay loam NWI Classification: not applicable

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)

Are vegetation , soil , or hydrology significantly disturbed?

Are "normal circumstances"

Are vegetation , soil , or hydrology naturally problematic?

present? Yes

SUMMARY OF FINDINGS

(If needed, explain any answers in remarks.)

Hydrophytic vegetation present?	<u>Y</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present?	<u>N</u>	
Wetland hydrology present?	<u>N</u>	
Remarks: (Explain alternative procedures here or in a separate report.)		

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u> </u>)	Absolute % Cover	Dominant Species	Indicator Status
1 <u>Acer negundo</u>		60	Y	FACW
2 <u> </u>				
3 <u> </u>				
4 <u> </u>				
5 <u> </u>				
		60	= Total Cover	
Sapling/Shrub stratum	(Plot size: <u>15</u>)			
1 <u>Rhamnus cathartica</u>		70	Y	FAC
2 <u>Lonicera tatarica</u>		30	Y	FACU
3 <u> </u>				
4 <u> </u>				
5 <u> </u>				
		100	= Total Cover	
Herb stratum	(Plot size: <u>5</u>)			
1 <u>Alliaria petiolata</u>		40	Y	FACW
2 <u> </u>				
3 <u> </u>				
4 <u> </u>				
5 <u> </u>				
6 <u> </u>				
7 <u> </u>				
8 <u> </u>				
9 <u> </u>				
10 <u> </u>				
		40	= Total Cover	
Woody vine stratum	(Plot size: <u>30</u>)			
1 <u>Parthenocissus quinquefolia</u>		20	Y	FAC
2 <u> </u>				
		20	= Total Cover	

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across all Strata: 5 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 80.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	<u>0</u>	x 1 =	<u>0</u>
FACW species	<u>100</u>	x 2 =	<u>200</u>
FAC species	<u>70</u>	x 3 =	<u>210</u>
FACU species	<u>30</u>	x 4 =	<u>120</u>
UPL species	<u>0</u>	x 5 =	<u>0</u>
Column totals	<u>200</u> (A)		<u>530</u> (B)

Prevalence Index = B/A = 2.65

Hydrophytic Vegetation Indicators:

 Rapid test for hydrophytic vegetation

X Dominance test is >50%

X Prevalence index is ≤3.0*

Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)

 Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? Y

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: 1B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-11	10YR 4/1	100					silt loam	
11-20	2.5Y 5/4	100					silty clay loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- | | |
|--|---|
| ☐ Histisol (A1) | ☐ Sandy Gleyed Matrix (S4) |
| ☐ Histic Epipedon (A2) | ☐ Sandy Redox (S5) |
| ☐ Black Histic (A3) | ☐ Stripped Matrix (S6) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Stratified Layers (A5) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ 2 cm Muck (A10) | ☐ Depleted Matrix (F3) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Redox Dark Surface (F6) |
| ☐ Thick Dark Surface (A12) | ☐ Depleted Dark Surface (F7) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Redox Depressions (F8) |
| ☐ 5 cm Mucky Peat or Peat (S3) | |

Indicators for Problematic Hydric Soils:

- | |
|---|
| ☐ Coast Prairie Redox (A16) (LRR K, L, R) |
| ☐ Dark Surface (S7) (LRR K, L) |
| ☐ 5 cm Mucky Peat or Peat (S3) (LRR K, L, R) |
| ☐ Iron-Manganese Masses (F12) (LRR K, L, R) |
| ☐ Very Shallow Dark Surface (TF12) |
| ☐ Other (explain in remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

 Type: _____
 Depth (inches): _____
Hydric soil present? N

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- | | |
|--|---|
| ☐ Surface Water (A1) | ☐ Aquatic Fauna (B13) |
| ☐ High Water Table (A2) | ☐ True Aquatic Plants (B14) |
| ☐ Saturation (A3) | ☐ Hydrogen Sulfide Odor (C1) |
| ☐ Water Marks (B1) | ☐ Oxidized Rhizospheres on Living Roots (C3) |
| ☐ Sediment Deposits (B2) | ☐ Presence of Reduced Iron (C4) |
| ☐ Drift Deposits (B3) | ☐ Recent Iron Reduction in Tilled Soils (C6) |
| ☐ Algal Mat or Crust (B4) | ☐ Thin Muck Surface (C7) |
| ☐ Iron Deposits (B5) | ☐ Gauge or Well Data (D9) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Other (Explain in Remarks) |
| ☐ Sparsely Vegetated Concave Surface (B8) | |
| ☐ Water-Stained Leaves (B9) | |

Secondary Indicators (minimum of two required)

- | |
|--|
| ☐ Surface Soil Cracks (B6) |
| ☐ Drainage Patterns (B10) |
| ☐ Dry-Season Water Table (C2) |
| ☐ Crayfish Burrows (C8) |
| ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Stunted or Stressed Plants (D1) |
| ☐ Geomorphic Position (D2) |
| ☐ FAC-Neutral Test (D5) |

Field Observations:

Surface water present?	Yes ☐	No ☒	Depth (inches): _____
Water table present?	Yes ☐	No ☐	Depth (inches): _____
Saturation present?	Yes ☐	No ☒	Depth (inches): _____

 (includes capillary fringe)
Wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

[illegible]

anyone I have provided reports (not names) to the TRUCK AUTOMAKERS. On Oct 26, 2022 I filed by non-lawyer document, together with the concepts and designs presented herein, as an instrument of service. It is intended only for the specific purpose and client for which it was prepared. Names of and proper reliance on this document without written authorization and adoption by Kelley-Horn and Associates, Inc. shall be without liability to Kelley-Horn and Associates, Inc.



October 28th, 2021

Ms. Rati Akash
Village of Buffalo Grove
Fifty-One Raupp Blvd
Buffalo Grove, IL 60089

**RE: 16051 Deerfield Parkway
 MZ Buffalo Grove Multi-Family Development
 Proposed Improvements
 Fire Department Review**

Dear Ms. Akash:

We have reviewed the site plan in more detail and softened curve radii in order to promote ease of fire truck access to the extents possible. An AutoTurn exhibit has been prepared dated 10/28/2021 and is enclosed for review.

Please note that the aforementioned software is generally conservative and there are no instances shown where the fire truck path extends beyond the pavement into the landscaped or parking areas. Additionally, site plan revisions required by Planning and Engineering have been addressed in this latest submittal and standards identified in the Village Ordinance are being met regarding driveway widths and pavement radii. Lastly, the geometry for the access along Deerfield Parkway has been reviewed and approved by the Lake County DOT.

Thank you for your time - we look forward to future discussions. Please reach out if you have any initial comments or questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "R Martin".

Ryan Martin
Kimley-Horn and Associates, Inc.
Phone: 331-425-8039
Email: ryan.martin@kimley-horn.com

REQUEST FOR SIGN VARIANCES FOR
16051 DEERFIELD PARKWAY

Applicant is requesting the following variances from the provisions of the Buffalo Grove Sign Code:

1. A variance from the requirements of Section 14.16.010B to permit a double-faced monument sign not exceeding 60 square feet in area on each side thereof, in lieu of the required 32 square feet area requirement.
2. A variance from the requirements of Section 14.16.060 E to permit a ground sign to be located approximately 2 feet from the public right of way in the front yard setback area.

The requested variances are being sought because the location of the subject property on a heavily traveled road such as Deerfield Parkway and in proximity to the Commonwealth Eddison right of way lines, would render a sign in compliance with the size and location requirements permitted under the Buffalo Grove Sign Code ineffective to provide visible and adequate identification of the subject property, thereby imposing an unnecessary hardship on Applicant. Furthermore, the granting of the requested variances will not be materially detrimental to the property owners in the vicinity subject property as the size and location of the proposed sign is in keeping with similar signs in the vicinity of the subject property.

The conditions justifying Applicant's request are unusual based upon the unique situation involving the Commonwealth Eddison lines and are not generally applicable to other properties in the Village. The granting of the variances will also not be contrary to the purpose of the Buffalo Grove Sign Code, Section 14.04.020 of which specifically recognizes the need for adequate business identification and advertising of communication and further authorizes the use of signs visible from public rights of way, particularly allowing and promoting optimum conditions for meeting the sign user's needs so long as they are compatible with their surroundings and are properly designed.

**RESPONSE TO STANDARDS IN REQUEST FOR VARIATIONS FOR
16051 Deerfield Pkwy**

Applicant is requesting the following variances from the provisions of the Buffalo Grove Zoning Ordinance:

- a. Variation to Section 17.20 allowing for private streets as depicted on the plans submitted.
- b. Variation to Section 17.28 reducing the required perimeter setback as depicted on the plans submitted.
- c. Variation to Section 17.28 reducing the minimum building separations as depicted on the plans submitted.
- d. Variation to Section 17.40.050 decreasing the minimum front yard, interior side yard, corner side yard and rear yard setbacks as depicted on the plans submitted.

All of the foregoing variations essentially seek relief from the bulk regulations of the Zoning Ordinance to accommodate the proposed plan. Specifically, Applicant addresses the required Standards for such variations as follows:

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

The size and the configuration of the subject property, and the location of the Commonwealth Edison right-of-way thereon, prevent the subject property from being developed in an economically feasible manner unless variations are granted with regard to a number of bulk regulations in order to allow the location of the propped multi-family buildings at the requested density. Specifically with respect to the request for private streets, if the setbacks and rights of way for dedicated streets were to be maintained, the developable area of the property would be reduced such that the property could not be developed as proposed. The size and configuration of the subject property and the existence of the Commonwealth Edison right-of-way are unique circumstances to the subject property and are not generally applicable to other properties in the Village.

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

The proposed variations will not alter the essential character of the neighborhood. If the requested variations are granted, Applicant will be able to develop the property at a proposed density of 3.36 DU. The essential character of the neighborhood is commercial and industrial with some multi-family residential located on the north side of Deerfield Parkway in the Windbrooke Crossing Development. Applicant's proposed density will be comparable to, and in fact less than, the density of the Windbrooke Crossing Development, which is 3.87 DU.

3. There are practical difficulties or particular hardships in carrying out the strict letter of this Chapter which difficulties or hardships have not been created by the person presently having an interest in the property; and,

The subject property cannot be developed pursuant to the proposed site plan with the density required to achieve economic viability without the granting of the requested

variations. This is a result of practical difficulties with respect to the size and configuration of the subject property and the location of the Commonwealth Edison right-of-way. None of these conditions have not been created by Applicant.

4. The proposed variation will not be detrimental to the public health safety and welfare.

Inasmuch the proposed variations would result in a development which is both comparable and complementary to other properties in the vicinity of the of the subject property, and particularly that of the only other multi-family development in close proximity, namely Windbrooke Crossing, the proposed variations will not be detrimental to the public health, safely, and welfare.

12/15/2021

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, DECEMBER 15, 2021**

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 of Rezoning, Special Use for a PUD, Prelim Plan, Plat of Sub, and Variations for a New Development at 16051 Deerfield (Trustee Pike) (Staff Contact: Nicole Woods)

Community Development Director Nicole Woods provided an overview of the project at the subject property. She discussed the subject property in its entirety and the project plan. Ms. Woods discussed the framework of the site itself and its geometry.

Village Planner Rati Akash discussed the resident meeting that was conducted and the school impact study. Additionally, she discussed the landscape plan the developers have tried to accomplish.

Mr. Freedman, developer's attorney, noted the property is being annexed and needs to be rezoned.

Mr. Mike Zaransky, founder and managing principal, gave an introduction on the firm. He discussed the intention of the site and the work that has been done with Village staff.

Mr. Brad Zaransky provided detail on the proposed project, detailing the units, materials and the amenities offered to the residents who will occupy the units.

Com. Worlikar asked the petitioners to walk the commissioners through page 63 and the school study that was conducted, and the factor used.

Deputy Village Manager Chris Stilling responded that the formula is in the Village Code, which is widely used. The numbers were shared with the school districts, and they are supportive.

Com. Worlikar ask how often the multiple is updated.

Community Development Director Woods said the schools are good at keeping pulse on potential impact.

Deputy Village Manager Chris Stilling said that the number that is usually produced is always higher than what the turnout is.

Mr. Mike Zaransky also noted that these types of 1 and 2 bedrooms don't turn out too many kids.

Com. Weinstein asked the petitioner to go through the variance they are asking to.

Mr. Freedman noted the responses that were provided in the staff report.

Com. Weinstein asked about the perimeter setback.

Mr. Mike Zaransky said it is only on the east side.

Com. Weinstein asked about the private street's vs public street's

12/15/2021

Mr. Brad Zaransky said it was a product of workshop. It also reduces burden on the Village to maintain the streets.

Com. Weinstein asked about the issue of the cell tower.

Mr. Freeman noted it is part of a lease that they do not have the power to terminate.

Com. Moodhe asked about the landscaping plan. He understands what needs to go on the subject property. He notes that his concern is the age of the trees they are planning to put.

Mr. Martin discussed the diameter of the trees and will be meeting the standard.

Com. Moodhe asked about the type of trees.

Mr. Martin said evergreens, spruce, pine, elm, red oak, and plane tree.

Community Development Director Woods said the forestry department noted these would effectively screen the site.

Com. Moodhe just wanted to point out that it will take time for the trees to mature, but once they do, they will look much nicer than what is currently there.

Com. Moodhe asked how long it takes for the trees to be mature.

Mr. Martin said after a couple years they start to mature, and they are planted with other type to provide effective screening.

Com. Moodhe asked about the style of the homes.

Mr. Brad Zaransky said they are townhome style because they have their own entrance.

Com. Moodhe asked how many garages.

Mr. Brad Zaransky said 9.

Com. Moodhe asked if the garages would be leased.

Mr. Brad Zaransky said some will be attached others will be detached.

Com. Moodhe asked about the turn radius of the fire apparatus.

Mr. Brad Zaransky worked with the fire department and made modifications to meet their needs.

Com. Moodhe asked if a lot needs to be cleaned up on the subject property before the begin.

Mr. Martin noted that clay will need to be brought out to help grade the site.

Com. Moodhe asked staff if they have numbers from Windbrook.

Deputy Village Manager Stilling said he doesn't have the numbers in front of him, but the school said it was minimal impact.

Com. Moodhe noted the number of children he saw coming from windbrook. He noted potential residents want to be in the BG school district.

Deputy Village Manager Stilling noted the cost of the units. He also noted the conversations with the schools.

Mr. Brad Zaransky noted that they only allow 2 people per bedroom and follow the IBC code.

12/15/2021

Com. Moodhe noted the wetlands and price points of those properties.

Community Development Director Woods spoke more about the schools and their attention to undeveloped land.

Com. Spunt referenced page 6 and 29. Asked if the pool changed and if the club house the same size or has change.

Mr. Brad Zaransky discussed the difference

Com. Spunt asked if the pool was going to be screened.

Mr. Brad Zaransky said they do leave them open but do put some landscape.

Com. Khan asked if there are any other developments they own that have private streets

Mr. Mike Zaransky said most of them are private streets.

Com. Khan said he wanted them to understand their competence in maintaining their streets.

Mr. Mike Zaransky understands the responsibility of maintaining roads.

Com. Kahn asked who owns water and sewer.

Mr. Mike Zaransky discussed hooking into the Village water and sewer from the adjacent property. After the meter it is private and will be maintained by the property owner.

Com. Kahn asked what is contained in the special use.

Mr. Freedman said the special use is the development itself.

Community Development Director Woods discussed the code and special use.

Com. Richard referenced packet page 20. He asked how that impacts the neighboring parking.

Mr. Mike Zaransky said there are a net of 3 parking spaces on the adjacent site

Com. Richard asked if a traffic study was done on the other street.

Deputy Village Manager Stilling said it will be gated - emergency use only.

Mr. Brad Zaransky said it is existing and will be repaved

Com. Worlikar asked about the sign variation and the lighting bleeding into the neighboring community.

Mr. Brad Zaransky discussed the photometric plan, which showed no issues.

Com. Worlikar asked about the dates they were completed.

Mr. Brad Zaransky said June 30th 2021 and compared it with 2016, it was 25% less in 2021 and adjusted to meet the 2016 numbers.

Chairperson Cesario asked about parking onsite.

Mr. Brad Zaransky said they will meet the Village code.

Chairperson Cesario asked if there were sidewalks.

Mr. Brad Zaransky said yes.

Chairperson Cesario noted the additional buffering of the cell tower.

12/15/2021

Mr. Martin talked about the site plan and the buffering of the cell tower as physically possible. They will be revising the fence that is currently there to provide better screening with landscape.

Mr. Brad Zaransky said there is nobody who wants that cell tower gone more than the developers

Chairperson Cesario talked about the 65 feet to the nearest development. All other buildings are further than 65 feet.

Mr. Martin said DOT has fully supported the development.

Staff report entered as exhibit one.

Resident at 3134 Marvas Way explained they did not attend the last meeting. Asked questions regarding the development and the higher elevation of their homes. The fence does not provide screening. Construction noise and timing of the project, and height of the property.

Resident at 4111 Mavens way spoke about the disruption of the development and animals.

Mr. Brad Zaransky discussed start and stop times and discussed construction code.

Community Development Director Woods discussed the standards that are required for construction.

Mr. Brad Zaransky discussed the timing of the development. First part is to demo the existing site and the build is 12-month build. Safety is a top priority.

Mr. Marin discussed the 65 feet and the shift of site to the east. It exceeds the minimum requirement. Mr. Marin talked about the slope. The fence will be at the property. The buildings will be low as possible to remain aesthetically pleasing.

Com. Moodhe asked about the land clearing.

Mr. Brad Zaransky said they are not planning on phasing it.

Com. Moodhe asked if there is away to leave some of it.

Mr. Brad Zaransky doesn't see why they couldn't, but would see what the contractors have to say.

Com. Spunt asked about windows and rooms.

Mr. Brad Zaransky discussed the windows and the rooms.

Mr. Costello discussed the window plans on the apartments.

Mr. Martin also noted that they approached the Illinois department of natural resources and have discussed the site.

Chairperson Cesario asked if they are comfortable with the conditions within the staff recommendation

Mr. Brad Zaransky said yes.

The public hearing was closed at 8:42 PM.

12/15/2021

Com. Weinstein made a motion to approve the R9 Multiple-Family District along with a special use for a Residential Planned Unit Development and approval of a Plat of Subdivision and Preliminary Plan with variations,

subject to the conditions outlined in the staff report.

Com Richards seconded the motion

Chairperson Cesario gave closing remarks and spoke in favor of the motion.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Goldspiel, Khan, Weinstein, Richards, Worlikar
ABSENT:	Amy Au

Regular Meeting

Other Matters for Discussion

1. Workshop - Proposed Redevelopment of Town Center at Northwest Corner of Lake Cook Rd and McHenry Rd (Trustee Johnson) (Staff Contact: Nicole Woods)

Community Development Director Woods introduced the redevelopment.

Mr. Shodish, developer for Kensington, discussed the vision of the development and how it came together. He spoke about the legacy of Kensington and their developments over the last 15 years.

He talked about the 22 acres and spoke about burger king and Boston market, and Bowlero. He believes the Bowlero will be a nice addition. John went over the development and the anchor of the grocery store which is necessary for the residential portion. Letter D is a Mexican restaurant. H is a park to active community. Behind the park is the residential development and 20 thousand sq feet of retail.

He also noted phase two will house those who they want to keep for the final development while they work on construction in phase one.

Mr. Wells, with Urban Street Group, discussed the residential mixed-use development. He explained the 7 story luxury apartments and 3 story parking garage. They will have a club room, coffee, sales and leasing, an amazon pick up location, room for food delivery, a dog washing station, a business center for work for home tenants, electrical vehicle charging stations, bike storage, exterior pool, gas fire features, and grilling stations. He also discussed the strong corner feature with a restaurant.

Mr. Shodish talked more about the site plan and the layout of the grocer and the residential aspect. He talked about parking. The parking garage will be exclusive for residential.

Chairperson Cesario referenced packet page 231. He asked about the green space.

Mr. Shodish spoke to the rendering on page 231. 0.6 acers owned by the Village and the park district

12/15/2021

Chairperson Cesario referenced packet page 230.

Mr. Shodish spoke to the outdated rendering on page 231. And referenced page 229. He spoke about the need for surface level parking for restaurants. Changes were based on retailer feedback.

Chairperson Cesario asked about access.

Mr. Shodish talked more in detail about the access, turning and signalized access points.

Com. Spunt asked if old checker is going to be redone to BG road.

Mr. Shodish said it is still being discussing where it starts and stops. He said the closures of the roads will still work with tenants so they can continue to operate.

Com. Spunt asked about main access.

Mr. Wells said old checker and buffalo grove road.

Com. Moodhe wished there could be less asphalt. He noted he would rather see adding another story to the garage to make more green space. He asked about how wide the sidewalks will be to make it pedestrian friendly.

Mr. Shodish said 6 to 8 feet and in some areas 10 feet.

Com. Moodhe asked about outdoor dinning.

Mr. Shodish said every building is programmed for outdoor seating with extra wide sidewalks.

Com. Moodhe asked about Burger King and Boston Market.

Mr. Shodish said right now they are not interested in selling.

Com. Moodhe asked what about the other current tenants.

Mr. Shodish said they are in negotiations with 7 to 8 tenants that want to stay. They see the vision.

Com. Moodhe asked staff if it was already B5 zoning

Deputy Village Manager Chris Stilling said yes in late 80's.

Com. Moodhe asked about the name of that area.

Mr. Shodish said they are going through a branding approach.

Com. Moodhe liked the mixed use and would like to hear the developments opinion.

Mr. Shodish said it didn't work from day one. There was no anchor to the project.

Com. Moodhe asked about the post office.

Deputy Village Manager Stilling said they have no interest in moving.

Com. Weinstein asked if it there was no Burger King and Boston Market, would there still be out lots.

Mr. Shodish said the concept would be the same.

12/15/2021

Com. Weinstein asked about the roofline in phase 2.

Mr. Shodish talked about the north and the short-term renovations.

Com. Richards asked about the J out lot and what might end up there.

Mr. Shodish said it is part of their underlying agreement with bowling alley. Noting it could be several things.

Com. Richards asked if there are going to be any variations.

Deputy Village Manager Chris Stilling said most likely. They are currently going through engineering but have been focused on the site plan. Setbacks and density for the building.

Com. Spunt asked about location K.

Mr. Shodish talked about the building.

Com. Spunt asked about the stop light.

Deputy Village Manager Stilling said they are regulated by IDOT and that there will not be any more.

Mr. Shodish said there is a nice dedicated left turn lane. Noting there will be a formal traffic report.

Com. Khan spoke about the grocery store anchor and jewel being the competition.

Mr. Shodish said that they are on a NDA with the grocer and believes that there is more competition in the trades. He spoke about the importance of the grocer to the development.

Com. Khan said that another light would be nice. Maybe convenience it.

Com. Worlikar referenced packet page 234.

Mr. Shodish said that is an old rendering. There will be full access to 83.

Chairperson Cesario said the traffic study is going to be a topic of high discussion.

Com. Moodhe asked staff if the road will go through from Church.

Deputy Village Manager Chris Stilling said no. The development is aware of it. The developer has been in contact with the property owner.

Com. Moodhe asked if we have heard from developers.

Deputy Village Manager Chris Stilling said yes.

Mr. Shodish said they have received multiple calls. He discussed developers desire to move into Buffalo Grove.

Com. Spunt asked about the delivery truck route.

Mr. Wells said it will be used for move-ins and garbage. Packages would all be through in the front.

Marilyn Weissberg, a Buffalo Grove Resident talked about style of the building and believes the modern style looks cold. She hopes that the development is

12/15/2021

pretty and inviting and not dark and not overly industrial looking. A nice entrance and not to forget about the back of the building.

Resident at 737 Bernard wants to make sure that the Village doesn't make the same mistakes they did in the past.

Approval of Minutes

Chairman's Report

Chairperson Cesario deferred to the committee liaison report.

Committee and Liaison Reports

Com Worliaker discussed the Village Board Meeting he attended and the tribute to the former Commissioner Goldspiel.

Staff Report/Future Agenda Schedule

Staff discussed upcoming schedule.

Public Comments and Questions

Adjournment

The meeting was adjourned at 10:10 PM

Action Items

Chris Stilling

APPROVED BY ME THIS 15th DAY OF December, 2021



Ordinance No. O-2022-13 : Ordinance Amending Title 19 of the Village Code

Recommendation of Action

Staff recommends approval.

Staff is requesting an amendment to the Buffalo Grove Municipal Code Title 19 (Park, School and Library Donations). This section of the Code addresses the requirements for all new residential developments in Buffalo Grove to provide land donations, cash in lieu of land or a combination of both, to the Buffalo Grove Park District. In an effort to provide clarity to both the Village and the Park District, Village staff is proposing an amendment to Title 19 (redline attached as Exhibit A). The proposed amendment would only apply to certain multiple-family projects (4-stories or greater in height) within the Lake Cook Corridor Market Study and Plan. It also provides a set of criteria and conditions that must be met including the need to provide a high degree of amenities as specified in the code.

ATTACHMENTS:

- BOT Memo for Title 19 amendment (DOCX)
- Ordinance Amending Title 19 (DOCX)

Trustee Liaison
Pike

Staff Contact
Chris Stilling, Community Development

Tuesday, January 18, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: January 13, 2022

TO: President Sussman and Trustees

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Amendment to Municipal Code Title 19

Staff Recommendation

Staff recommends that the Village Board approve the attached amendment to the Buffalo Grove Municipal Code Title 19 (Park, School and Library Donations). Staff has worked closely with the Park District on the development of the amendment. Staff and the Park District believe this amendment provides both clarity and predictability moving forward. The proposed amendment would not change the school or library donation requirements.

Background

Attached for the Board's approval is an amendment to the Buffalo Grove Municipal Code Title 19 (Park, School and Library Donations). This section of the Code addresses the requirements for all new residential developments in Buffalo Grove to provide land donations, cash in lieu of land or a combination of both, to the Buffalo Grove Park District. The formula to determine the amount of the donation is based upon both project type (single-family house, townhouse or multiple-family/apartment) and the number of bedrooms, regardless of the project location in Buffalo Grove.

With the adoption of the Lake Cook Corridor Market Study and Plan, the Village anticipates an increase of multiple-family projects within the Corridor that will likely include high levels of amenities such as public/private open space, dog parks, pools, fitness facilities, etc. While the current Code provides some guidance for these types projects to earn credits toward the required donation, it ultimately leaves it at the discretion and approval of the Village Board.

Items for Consideration

The proposed amendment would only apply to certain multiple-family projects (4-stories or greater in height) within the Lake Cook Corridor Market Study and Plan. It also provides a set of criteria and conditions that must be met including the need to provide a high degree of amenities as specified in the code. Projects that meet these criteria and conditions would also be required to pay a \$1,000/unit cash in lieu fee (regardless of the bedroom count) to the Park District at time of building permit.

Action Requested

Staff recommends approval of an Ordinance amending the Buffalo Grove Municipal Code Title 19 (Park, School and Library Donations).

Underlined = addition

ORDINANCE NO. 2022 -

AN ORDINANCE AMENDING TITLE 19 OF THE VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

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

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

Section 1. Section 19.01.040 "Criteria for requiring contribution in lieu of park and school sites" of the Village of Buffalo Grove Municipal Code is hereby amended by adding the following:

19.01.040 Criteria for requiring a contribution in lieu of park and school sites.

- A. 1. Where the development is small and the resulting site is too small to be practical or when the available land is inappropriate for park and recreational purposes or a school site, the Village shall require the subdivider or developer to pay a cash contribution in lieu of the land dedication required. The cash contributions in lieu of park and recreation land dedication shall be held in trust by the Village, or other public entity designated by the Village, solely for the acquisition of park and recreation land as herein before classified, which will be available to serve the immediate or future needs of the residents of that subdivision or development or for the improvement of other existing local park and recreation land which already serves such needs.
2. The cash contributions in lieu of school sites shall be held in trust by the Village, or other public entity designated by the Village solely for use in the acquisition of land for a school site to serve the immediate or future needs of children from that subdivision or development or for the improvement to any existing school site which already serves such needs or for the improvement or use of any school site specifically and uniquely attributable to the proposed subdivision or development and also for the construction of any school building or additions thereto.
- B. Fair Market Value. The cash contributions in lieu of land shall be based on the fair market value of the acres of land in the area improved as specified herein, that otherwise would have been dedicated as park and recreation and school sites. It has been determined that the present fair market value of such improved land in and surrounding the Village is set forth in Chapter 1.16 of this Code and such figure shall be used in making any calculation herein.
- C. Multiple-Family Developments Located in the Lake Cook Market Study and Plan Area.
 1. Certain Multiple-Family Developments may be exempt from providing park and recreation land dedication, subject to the final review and approval of the Village Board. For Multiple-Family Developments to meet the park and recreation land dedication exemption, the following criteria and conditions shall be meet:
 - i. The Multiple-Family Development shall be located in the Lake Cook Corridor Market Study and Plan, as adopted as a component of the Village's Comprehensive Plan by Ordinance No. 2018-24.

- ii. The Multiple-Family Development shall be a building greater than four stories with more than 200 units and provide a high degree of amenities as identified in Section 19.01.010 D 1 and 2 of this Code, subject to the review and approval of the Village Board.
- iii. Multiple-Family Developments meeting these criteria shall pay a cash contribution in lieu of park and recreation land of one-thousand dollars (\$1,000) per unit, regardless of the bedroom count. The cash contribution shall be paid in accordance with Section 19.01.040 A and 19.01.110 of this Code.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Action Item : Memorandum of Understanding with Buffalo Grove Park District for BG Days 2022

Recommendation of Action

Staff recommends approval.

Staff recommends authorization for the Village Manager to enter into a memorandum of understanding with the Buffalo Grove Park District for the 2022 Buffalo Grove Days event, pending final review by the Village Attorney.

ATTACHMENTS:

- 2022-0118 MOU Memo (DOCX)
- 2022 BG Days Memorandum of Understanding(DOCX)
- 2022 Attachment A Budget (PDF)
- 2022 Attachment B Split of Duties and Costs (PDF)

Trustee Liaison
Ottenheimer, Stein

Staff Contact
Michael K Skibbe, Public Works

Tuesday, January 18, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: January 18, 2022

TO: Village President Beverly Sussman and Trustees

FROM: Mike Skibbe, Deputy Village Manager/Director of Public Works

SUBJECT: 2022 BG Days Memorandum of Understanding with Buffalo Grove Park District

Background

Buffalo Grove Days returned over Labor Day weekend in 2021. While the event was on hiatus in 2020, it returned as a modified event last year. The Village of Buffalo Grove (Village) executed a memorandum of understanding (MOU) with the Buffalo Grove Park District (Park District) for a 50/50 partnership to host the 2021 event.

The 50/50 partnership highlighted the skills of each agency, with the Park District leading sponsorship acquisition and beverage sales at the event. They also assisted with site preparation, advertising, and entertainment activities. The Village continued to coordinate purchasing, contract execution, public safety planning, site set up, and more. In addition, the Village continued to work with the Buffalo Grove Days committee to coordinate the many volunteer hours needed to host this event.

The 2021 event ended up being a financial success for both parties. To build on this success for the 2022 event, staff has been working with the Park District to outline duties and responsibilities for a new MOU.

Guidance for 2022 Planning

Last year's motto was to "limit financial liability" in uncertain times. We are continuing that guidance into 2022 while building off what we learned last year. As staff and committees discuss what events will be brought back into the fold, the guidance will be that they are coming back reasonably, safely, and cost neutral. As expenses are planned, they are forecast against reasonable revenues before increased spending will be authorized.

MOU Highlights for 2022

- 1) As the list of duties and responsibilities grew, a new ATTACHMENT B was added to the MOU this year. This portion of the document highlights the split of duties between the Village and the Park District.
- 2) The Park District has asked to increase their involvement in entertainment booking, food vendor procurement, and aspects of publicity, as detailed in ATTACHMENT B. These duties are a good fit within their expertise and will help streamline planning.
- 3) ATTACHMENT B also highlights the volunteer opportunities for each duty. We felt it was important to clarify these roles, and provide structure for volunteer support within those duties as we work with our community partners and BG committees.

Attachment: 2022-0118 MOU Memo (2022 BG Days MOU)

- 4) Language was added to the MOU to address future partnerships with other agencies or volunteer groups that may be beneficial to the event. Any additional partnerships would be by mutual agreement of the Village and Park District, assuring that the same financial risk is applied to other partnerships. It remains important that the event break even or better before partners share proceeds.

Next Steps

Staff recommends that the Village Board authorize the Village Manager to execute this MOU with the Park District pending Village Attorney review. It is necessary to move forward and allow the Park District to begin collecting sponsorships for the 2022 BG Days event as soon as possible.

Further partnerships beyond the Park District, but in written agreement with them, have an avenue for approval through this MOU. This is the first piece to fall in place and will spark continuing conversations with other village partners such as the Buffalo Grove – Lincolnshire Chamber of Commerce.

The BG Days Committee Co-Chairs have been briefed on the new split of duties and support the additional structure and guidance provided. They anticipate success with the model and committee meetings will begin anew this spring.

Save the dates for September 1-5, 2022!

Memorandum of Understanding

Between: Village of Buffalo Grove and the Buffalo Grove Park District

This Memorandum of Understanding (MOU) sets the terms and understanding between the Village of Buffalo Grove (Village) and the Buffalo Grove Park District (Park District).

Background & Purpose

The Buffalo Grove Days event is traditionally held each Labor Day weekend. The Village and Park District are currently under an Inter-Governmental Agreement (IGA) covering the years 2019-2023, allowing the Village to utilize the Mike Rylko Park and surrounding area for this community event. Due to the global pandemic, the 2020 event was cancelled. The 2021 event was held successfully, with a prior MOU detailing a 50/50 partnership arrangement between the Village and Park District. Due to the financial success of this arrangement in 2021, a new MOU is desirable.

A partnership, beyond simple use of the Park District property, is attractive due to the individual strengths of each agency. The Park District has dedicated, skilled staff who can assist with sponsorship acquisition and food and beverage sales. The Village has dedicated, skilled staff to continue purchasing and vendor contracts, public safety, and overall management of the event. In addition, the Village has a dedicated group of volunteers in the BG Days Committee.

This MOU will lay out expectations for a 50/50 split of revenue and expense and agency obligations for the 2022 Buffalo Grove Days event. This MOU modifies the 2019 IGA. In the case of conflicts, the MOU will prevail, and all other terms of the IGA will remain in effect.

Following the 2022 event, the Village and Park District agree to revisit the 2019 IGA with a goal to solidify partnership on future BG Days events in order to provide a fiscally responsible, long term, and sustainable model that brings fun, entertainment, and fellowship to the residents of Buffalo Grove.

Agency Representatives

The following staff members will be identified as the BG Days Representatives from each agency, granted authority to modify the Event Budget and coordinate agency responsibilities.

For the Park District:

Erika Strojinc, Director of Recreation and Facilities

For the Village:

Mike Skibbe, Deputy Village Manager

Event Location

Utilization of the Mike Rylko site will be in accordance with the provisions of the 2019 IGA.

Event Budget

The Village and Park District agree in principle to the budget shown in ATTACHMENT A. As individual costs may change as contracts are obtained, any modification to a line item will be agreed to by the Agency Representatives prior to vendor contract signature or actual expenditure. It is a stated goal to limit financial liability and maintain a break even or better financial outcome from the event. However, both sides acknowledge that there could be a shared loss at the end of the event. All revenues or losses would be split 50/50 between the Village and the Park District.

Agency Responsibilities Disclaimer

The Village and Park District have discussed and agreed to the responsibilities listed below. Due to the magnitude of this event, the lists cannot be comprehensive or foresee all needed work.

The Village acknowledges that it will be responsible for carrying out all other functions in order to have a complete and successful event by utilizing Village staff, BG Days Committee, and other volunteer assistance.

The Village and Park District agree that partnerships with other agencies or volunteer groups may be beneficial to the event. If additional partnerships are executed, it would be by mutual, written agreement of both the Village and the Park District.

Agency Responsibilities

The list of responsibilities anticipated for a complete BG Days event in 2022, including a split of duties by agency and a list of volunteer activities, are included in ATTACHMENT B: Village of Buffalo Grove and Buffalo Grove Park District Split of Duties.

Support and management of the BG Days Committee, an existing Village committee, will be the responsibility of the Village.

Village Acknowledgements

- A) The Village understands that the Park District staff member assigned to sponsorship activities receives a nominal commission for each sponsorship dollar acquired. This commission will be taken from the overall sponsorship amount before it is assigned as revenue for the event, as it is a direct cost to the Park District. Once commission is removed, the remaining revenue will be split 50/50.
- B) The Village will not include staff time in its calculation of event revenues or expenses.

Park District Acknowledgements

- A) The Park District will not include staff time in its calculation of event revenues or expenses.

Duration

This MOU shall become effective upon signature by the authorized officials and will remain in effect until 12/31/2022.

 Dane Bragg
 Village of Buffalo Grove, Village Manager

Date: _____

 Ryan Risinger
 Buffalo Grove Park District, Executive Director

Date: _____

ATTACHMENT A

2022 BG Days Budget

Revenue	2022 Budget	2021 Actual	Notes
Sponsorships	\$ 50,000	\$ 20,600	Net Park District Expenses
Food Vendor Fees	\$ 2,000	\$ 1,550	
Beverage Sales	\$ 30,000	\$ 20,672	Net Park District Expenses
Carnival Sales	\$ 90,000	\$ 102,101	
Parade Fees	\$ 2,000	\$ -	
All Other Revenue			No other 2022 revenue expected
Total Revenue	\$ 174,000	\$ 144,923	

Expenditures	2022 Budget	2021 Actual	Notes
Entertainment	\$ 25,000	\$ 15,000	Full schedule
Advertising	\$ -	\$ -	All social media and free advertising
Transportation (First Stude	\$ 11,000	\$ 10,371	Bus transportation
Parade Expenses	\$ 2,000	\$ -	Cost neutral
Equipment/Contracts			
-Service Sanitation	\$ 12,000	\$ 5,795	Increase for bathroom trailers in 2022
-Gen Power	\$ 8,000	\$ 6,422	
-Indestructo Tents	\$ 10,000	\$ 4,655	Includes big tent and chairs for 2022
-American Mobile Staging	\$ 15,580	\$ 11,865	Larger stage (32x24), includes video walls
-Sound Works Production	\$ 8,000	\$ 6,950	
-Pac-Van Mobile Office	\$ 5,000	\$ 4,785	
-Harris Golf Carts	\$ 6,000	\$ 5,330	
-Rent a fence	\$ 3,400	\$ 3,384	
-Custodial Service	\$ 3,000	\$ 2,800	
All Other Expenditures	\$ 5,000	\$ 3,756	See detail to right
Total Expenditures	\$ 113,980	\$ 81,113	

Net Income/(Loss)	\$ 60,020	\$ 63,810	
Split	\$ 30,010	\$ 31,905	50/50 Split

All Other Expenses (2021 Actuals)

Masks	\$ 328
Ice Chest Rental	\$ 483
BG Days Purchase Card	\$ 457
Radio Rentals	\$ 675
PW Material Costs (Signs)	\$ 528
Marking Paint	\$ 101
Diesel Fuel	\$ 937
LED Lights	\$ 98
Toilet Paper/Soap	\$ 150

Subtotal Misc \$ 3,756

ATTACHMENT B

Village of Buffalo Grove and Buffalo Grove Park District Split of Duties

#	Responsibility	Split of Duties by Agency	Cost Allocations	Volunteer Duties
1	Set-up & Take Down: Pre-event, during event, and post event completed by maintenance staff	Village will assign a manager to oversee all crews. Manpower on crews will be shared as needed for each job.	Each agency will pay their own employees for this work, and absorb those costs internally.	No duties
2	Contract Management & Logistics: Tents, stage, sound, waste disposal, restrooms, portable power, trailers, chairs, tables, shuttle buses, etc.	Village will provide procurement services and contract management leading up to and during the event. Park District will be responsible for some contract management as it relates to entertainment, food vendors, beverages sales, and sponsors.	Each agency will pay 50% of the total cost of these contracts.	No duties
3	Financial Management	Village will run all contract expenses and revenues through their financial management system. Park District will run contract expenses and revenue from sponsorships and beverage sales through their financial management system. Both parties will true up at the end of the event.	Each agency will pay their own employees for this work, and absorb those costs internally.	No duties
4	Sponsorship	Park District will lead sponsorships. Village will assist with sponsorships where there are existing relationships. Park District will run all sponsorships through their financial management system.	Each agency will receive 50% of the revenues from sponsorship. Park District may package sponsorship with other programs/events throughout the year, and will share the value of each BG Days exposure so the event receives its allocated portion of the revenue.	Volunteers generate leads with local businesses, and turn those leads over to Park District. (Sponsorship Coordinator from Committee)
5	Entertainment Booking	Park District will lead all entertainment bookings for the event and will be responsible for the schedule on the main stage. Contracts will be signed by the Park District.	Each agency will pay 50% of the total cost of these contracts.	Volunteers assist with stage set up, sound, and video board technology. (Two Stage Coordinators from Committee)
6	Sign Creation & Design	Village will print all signage for the event, including sponsorship recognition. Park District will collect sponsorship logos and design signage as needed.	Each agency will pay 50% of the total material cost of the signs. Each agency will pay their own employees for this work, and absorb those costs internally.	No duties
7	Video Board Production	Park District will create graphics and slides for video board display.	Each agency will pay their own employees for this work, and absorb those costs internally.	Volunteers assist with video board production including setting up camera for live streaming of bands during concerts. (Two Stage Coordinators from Committee)
8	Public Safety	Village will be responsible for all public safety related work including providing the necessary Police and Fire Department staffing.	The Village will pay its employees for this work, and absorb those costs internally.	Volunteers to run MobileComm. (MobileComm EMA volunteers from Fire Department)
9	Food Vendor Procurement	Park District will lead food services and vendor procurement including the coordination of food vendors and food trucks, managing outreach, vendor registration and fee collection, and coordination with Village health officials for inspection on site. Village will assist with site set up and coordination with vendors as they arrive.	Cost and revenues of the food vendor registrations and fees will be split 50/50 between Village and Park District. Village will provide health inspection services as part of the vendor fees.	Volunteers generate leads for food trucks and food vendors, and turn those leads over to the Park District.

10 Beverage Sales	Park District will be responsible for all beverage sales at the festival site. This includes the procurement of liquor license(s), product, point of sale hardware/software, cash banks, and beverage supplies, as well as the management of the beverage sales tent including sales and staffing. Village will provide police escorts during festival when cash banks need to be dropped.	Cost and revenues of the beverage sales will be split 50/50 between Village and Park District.	No duties
11 Publicity	Each agency will work on publicity through their newsletters, social media, websites, etc. In addition, each agency will assist with BG Days website and social media pages as needed.	Outside paid advertisement costs (if needed) will be split 50/50 between Village and Park District. Each agency will pay their own employees for this work, and absorb those costs internally.	Volunteers distribute carnival posters and assist with BG Days website and social media pages. (Publicity Coordinator from Committee)
12 Carnival	Village will manage the carnival contract and work with the carnival vendor.	Revenues from the carnival will be split 50/50 between Village and Park District. Current contracts do not have any cost liability.	Volunteers coordinate carnival inquiries at the information tent. (Information Tent Coordinator from Committee)
13 Car Show	Village will oversee BG Days Committee volunteers who will lead the production of the Car Show on Monday, Labor Day.	Cost and revenues of the Car Show will be split 50/50 between Village and Park District.	Volunteers coordinate Car Show event. (Car Show Coordinator from Committee)
14 BBQ Challenge	Village will oversee BG Days Committee volunteers who will lead the production of the BBQ Challenge.	Cost and revenues of the BBQ Challenge will be split 50/50 between Village and Park District.	Volunteers coordinate BBQ Challenge event. (BBQ Challenge Coordinator from Committee)
15 Kids Activities	On hold for 2022 pending final planning and COVID restrictions. Park District will lead kids activities should budget/restrictions allow for this portion of the event to return.	Each agency will pay 50% of the total cost of these activities.	Volunteers assist with kids activities. (Kids Activities Coordinator from Committee)
16 Craft Show & Business Fair	On hold for 2022 pending final planning and COVID restrictions. Possible arrangement with the Chamber, to be mutually agreed upon by the Village and Park District.		Volunteers from Chamber advertise, develop plan, and manage events.
17 Info Booth	Village will oversee BG Days Committee volunteers who head up the Information Booth.	Any expense from this portion of the event will be split 50/50 between Village and Park District.	Volunteers set up and staff the information tent. (Information Tent Coordinator from Committee)
18 Courtesy Shuttle	Village will oversee contract and shuttle routes with shuttle company. Village will obtain and provide contracted golf carts. Village will oversee BG Days Committee volunteers who assist with shuttle services.	Any expense from this portion of the event will be split 50/50 between Village and Park District.	Volunteers coordinate this service. (RK-CRD committee to manage hours and sign ups)
19 Parade	Village will oversee BG Days Committee volunteers who oversee the parade.	Cost and revenues from the parade will be split 50/50 between Village and Park District.	Volunteers coordinate this event. (Parade Coordinator from Committee)
20 Fun and Food	Village will oversee this event with the BG Days Committee volunteers and the Committee for Residents with Disabilities.	Carnival contract covers expense associated with rides. CRD is responsible for the budget for food.	Volunteers coordinate this event. (RK-CRD)

21 Buddy Baseball	Village will oversee this event with the BG Days Committee volunteers and the Committee for Residents with Disabilities. Park District will provide Rick Drazner Park for the event and sound equipment if needed.	CRD is responsible for the budget for this event.	Volunteers will coordinate this event. (RK-CRD)
22 Paid for Parking in Green Lot	Possible new addition for 2022. An agreement with the Chamber to manage parking lot, to be mutually agreed upon by the Village and Park District.		Volunteers from Chamber advertise, develop plan, and manage parking attendants.



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

Recommendation of Action

N/A

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

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Tuesday, January 18, 2022	
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