



AGENDA

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026 at 7:00 PM

Jeffrey S. Braiman Council Chambers, Village Hall
50 Raupp Blvd, Buffalo Grove, IL 60089

1. Call to Order

- a. Pledge of Allegiance
- b. Roll Call

2. Approval of Minutes

- a. Minutes of the June 15, 2026 Village Board Regular Meeting

3. Approval of Warrant

- a. Approval of Warrant #1396 (Trustee Cesario, Chris Black)

4. Village President's Report

5. Village Manager's Report

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- a. O-2026-67 Ordinance Amending Parking Restrictions To Golfview Terrace At Joyce Kilmer Elementary School (Trustee Weidenfeld, Briget Schwab)
- b. O-2026-68 Ordinance Approving a Variation for a Front Porch to Encroach into the Side Yard Setback at 506 Windover Circle. (Trustee Ottenheimer, Nicole Woods)
- c. R-2026-11 Resolution Approving Ratification of the ILAG Organized Retail Crime Grant Award (Trustee Richards, Brian Budds)
- d. O-2026-69 Ordinance Approving a Special Use for a Martial Arts Studio in the Industrial District at 1682 Barclay Boulevard. (Trustee Ottenheimer, Nicole Woods)

9. Ordinances and Resolutions

- a. O-2026-70 Ordinance Authorizing the Village Manager to execute a Memorandum of Understanding Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter Association, Local 3177, IAFF. (Trustee Richards, Kathryn Golbach)
- b. O-2026-71 Ordinance Approving An Amendment to the Planned Development and Sign Variations for Lucky Strike at 350 McHenry Road (Trustee Ottenheimer, Nicole Woods)
- c. O-2026-72 Ordinance Authorizing the execution of a contract with Burke, LLC for the construction management of the designer-led design-build Gateway Signage Project (Trustee Weidenfeld, Molly Gillespie, Briget Schwab)

10. Unfinished Business

11. New Business

12. Public Comment

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

13. Executive Session

- a. Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.
- b. Executive Session - Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, When an Action Against, Affecting or on Behalf of the Particular Public Body Has Been Filed and is Pending Before a Court or Administrative Tribunal, or When the Public Body Finds that an Action is Probable or Imminent, in Which Case the Basis for the Finding Shall be Recorded and Entered into the Minutes of the Closed Meeting.
- c. Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.

14. Adjournment

*The Village Board will make every effort to accommodate all items on the agenda by 10:30 p.m.
The Board does, however, reserve the right to defer consideration of matters to another meeting
should the discussion run past 10:30 p.m.*

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 847-459-2500 to allow the Village to make reasonable accommodations for those persons.





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026

AGENDA ITEM 2.a.

Minutes of the June 15, 2026 Village Board Regular Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the June 15, 2026 Village Board Regular Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Goal

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

File Attachments

1. Minutes - 06/15/2026 Regular Meeting



**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS
MONDAY, JUNE 15, 2026**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Tyler Grace, Assistant Village Manager - Administrative Services; Katie Golbach, Director of Human Resources; Jessica Price, Purchasing Manager; Chris Black, Director of Finance; Nicole Woods, Director of Community Development; Briget Schwab, Village Engineer; Chris Krase, Deputy Public Works Director; Molly Gillespie, Director of Communications; Tim Kirsininkas, Communications Coordinator; Samina Shaik, Deputy Village Clerk; Fire Chief Kane; and Police Chief Budds.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Bocek, to approve the minutes of the May 18, 2026, Regular Meeting. Upon roll call, Trustees voted as follows:

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

Moved by Richards, seconded by Cesario, to approve the minutes of the June 1, 2026, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1395

Mr. Black explained the reason for a larger warrant than usual this month and then read Warrant #1395. Moved by Cesario, seconded by Johnson, to approve Warrant #1395 in the amount of \$8,327,946.60 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

VILLAGE PRESIDENT’S REPORT

President Smith recognized **Juneteenth** this Friday, a day that marks June 19, 1865, when enslaved black people in Galveston, Texas finally learned of their freedom, more than two years after the Emancipation Proclamation. Juneteenth is a time to honor the resilience, courage and contributions of black Americans to remember the injustices of slavery and the long struggle for civil rights, and to affirm our commitment to equity and justice. As we observe this day, let us reflect on the full and honest history of our country, celebrate Black Culture, achievement and leadership, and renew our efforts to confront racism and all its forms and build communities where everyone can thrive in freedom.

President Smith noted that Buffalo Grove is honoring Orlando Rivas for his courage and selflessness, and his bravery will never be forgotten. Our community stands with the Rivas family in gratitude and remembrance.

Chief Budds posthumously awarded a **Citizen Award of Valor** to the family of **Orlando Rivas**, a Buffalo Grove High School Security Guard who selflessly gave his life protecting students during a tragic traffic accident on April 21, 2026, noting that Orlando's legacy lives on in the countless lives he touched and the example he set for us all; his courage will never be forgotten, and his service to the community will forever remain an inspiration to us all. The Village of Buffalo Grove joins the Rivas family and the entire Buffalo Grove High School community in remembering Orlando and his unwavering dedication to protecting and serving others. Chief Budds then presented the award to Orlando's wife and young son as they were honored by the audience and the Board.

President Smith asked Howard Green to come forward as he read a Proclamation **Honoring Howard Green for 25 Years of Contributions to the Arts in the Village of Buffalo Grove** and presented the Proclamation as a token of our sincere appreciation for his selfless service to our community as Mr. Green was thanked and congratulated by the audience and the Board.

VILLAGE MANAGER'S REPORT

Chief Budds reviewed the background and credentials of our newest **Police Officer Kyle Odom**. Officer Odom introduced his family and noted that he is grateful for the opportunity to work for the Village of Buffalo Grove, and he plans to be an asset to the Village, the BGPD and the residents of Buffalo Grove. Officer Odom was then welcomed and congratulated by the audience and the Board.

Mr. Black began by thanking all the Village staff that cooperated and helped out on the audit, particularly the Finance staff. Mr. Black thanked Christine Berman for her exceptional work on her last audit for Buffalo Grove, particularly her attention to details and her ability to work with people across the Village.

Mr. Black introduced Jamie Wilkey, partner from Lauterbach & Amen, to present a summary of the 2025 annual comprehensive financial report. Ms. Wilkey also thanked the Finance team who do an excellent job preparing for the audit. Ms. Wilkey then presented an overview and highlights of the **2025 Audit and Management Letter**, after which she answered questions from the Board.

Moved by Cesario, seconded by Richards, to accept the 2025 Audit and Management Letter. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

TRUSTEE REPORTS

There were no reports from Trustees tonight.

CONSENT AGENDA

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

Ordinance No. 2026-56 - Unite Private Networks

Motion to pass Ordinance No. 2026-56 approving a Right-of-Way Access Agreement with Unite Private Networks - Illinois, LLC dba Segra.

Ordinance No. 2026-57 - Bordeaux Natural Area

Motion to pass Ordinance No. 2026-57 approving Amendment 1 of an Intergovernmental Agreement with the State of Illinois, Department of Commerce and Economic Opportunity (DCEO) to receive funding for Bordeaux Natural Area.

Ordinance No. 2026-58 amending Title 5.20 Liquor Controls

Motion to pass Ordinance No. 2026-58 amending Title 5.20 Liquor Controls.

Ordinance No. 2026-59 - Road Salt

Motion to pass Ordinance No. 2026-59 amending Ordinance No. 2026-53 authorizing execution of a Contract for Purchase of Road Salt.

Ordinance No. 2026-60 - Stormwater Management Easement Provisions

Motion to pass Ordinance No. 2026-60 approving an Amendment to Title 16 Development of the Village of Buffalo Grove Municipal Code Stormwater Management Easement Provisions.

Ordinance No. 2026-61 - 1388 Busch Parkway

Motion to pass Ordinance No. 2026-61 approving a Special Use for a Dance Studio in the Industrial District at 1388 Busch Parkway.

Ordinance No. 2026-62 - 2024 Illinois Energy Conservation Code

Motion to pass Ordinance No. 2026-62 amending Chapter 15.14 of the Village Code as it relates to adopting the 2024 Illinois Energy Conservation Code.

Ordinance No. 2026-63 - Sanitary Sewer Service Area

Motion to pass Ordinance No. 2026-63 approving the First Amendment to the Intergovernmental Agreement between the Village of Buffalo Grove and Lake County regarding the Expansion of the County's Sanitary Sewer Service Area.

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

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2026-64 – 990 & 1000 DEERFIELD PARKWAY

Moved by Ottenheimer, seconded by Richards, to pass Ordinance No. 2026-64 approving a Plat of Consolidation, a Preliminary Plan, and a parking variation to allow the construction of an approximately 76,500 square foot addition at 990 and 1000 Deerfield Parkway, in accordance with materials contained in Board packets.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo that she and Mr. Binder sent to Mr. Bragg dated June 15, 2026, after which there were comments from the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2026-65 – THE CLOVE

Moved by Ottenheimer, seconded by Johnson, to pass Ordinance No. 2026-65 granting the First Amendment to the Redevelopment Agreement by and among the Village of Buffalo Grove, IMKD 5 LLC, and BGA Residential LLC for The Clove Development, subject to the final review and approval by the Village Attorney.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo that she and Mr. Stilling sent to Mr. Bragg dated June 15, 2026, after which there were comments from the Board.

Trustee Weidenfeld noted that a 43,000 square foot supermarket was agreed to, and this proposal does not meet that requirement. Other Board member noted the reasons they are in favor of the proposal.

Upon roll call, Trustees voted as follows:

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

NAYS: 1 – Weidenfeld

Motion declared carried.

ORDINANCE NO. 2026-66 – THE CLOVE

Moved by Ottenheimer, seconded by Johnson, to pass Ordinance No. 2026-66 granting a Minor Amendment to Ordinance No. 2022-63 for the Clove Planned Development, subject to the condition in the attached ordinance.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo that she and Mr. Stilling sent to Mr. Bragg dated June 15, 2026.

Upon roll call, Trustees voted as follows:

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

NAYS: 1 – Weidenfeld

Motion declared carried.

PUBLIC COMMENT

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

State Senator Johnson thanked Chief Budds and the Village for honoring and recognizing the heroism of **Orlando Rivas** and noted that she had presented a Death Resolution on the floor of the Senate which she presented to Mr. Rivas' family. Senator Johnson also noted she is a shopper at **Whole Foods** and is very pleased that there will be a store in Buffalo Grove.

A business owner in Buffalo Grove, who employs approximately 20 employees, commented on the difficulties that his employees have getting to work because of the continual construction on **Arlington Heights Road**, as well as Route 53. There does not seem to be any work being done on the road, and he is aware that the Village does not control the project, but he believes that Buffalo Grove should be putting pressure to get the work done. President Smith agreed that the process is frustrating and that the Village is frequently advocating for completion.

EXECUTIVE SESSION

Moved by Johnson, seconded by Cesario, 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.**

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 7:57 P.M. until 8:20 P.M.

ADJOURNMENT

Moved by Weidenfeld, seconded by Richards, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 8:21P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 20th DAY OF July 2026

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026

AGENDA ITEM 3.a.

Approval of Warrant #1396

Contacts

Liaison: Trustee Cesario

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve Warrant# 1396 in the amount of \$8,941,960.23

Summary

Warrant# 1396 in the amount of \$8,941,960.23

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

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

File Attachments

1. Summary Warrant1396



VILLAGE OF BUFFALO GROVE WARRANT #1396
20-Jul-26

General Fund:	734,961.17
Parking Lot Fund:	464.67
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	475.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	12,238.75
Capital Projects-Facilities:	962,327.11
Capital Projects-Vehicles/Equipment:	664,815.80
Capital Projects-Streets:	649,920.21
Retiree Health Savings (RHS):	0.00
Water Fund:	1,330,667.37
Buffalo Grove Golf Fund:	95,039.98
Arboretum Golf Fund:	113,355.62
Refuse Service Fund:	76,896.00
Information Technology Internal Service Fund:	174,375.64
Central Garage Internal Service Fund:	107,136.35
Building Maintenance Internal Service Fund:	183,283.80
	5,105,957.47
PAYROLL PERIOD ENDING 6/14/2026	1,281,969.01
PAYROLL PERIOD ENDING 6/28/2026	1,252,031.47
PAYROLL PERIOD ENDING 7/12/2026	1,302,002.28
TOTAL WARRANT #1396	8,941,960.23

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

Village Clerk

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026

AGENDA ITEM 8.a. O-2026-67

Ordinance Amending Parking Restrictions To Golfview Terrace At Joyce Kilmer Elementary School

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the ordinance amending parking restrictions to Golfview Terrace around Joyce Kilmer Elementary School.

Summary

Background

Parking around Joyce Kilmer Elementary School is currently restricted along the south/east curblane of Golfview Terrace. Community Consolidated School District 21 (District 21) is revising their student dropoff and pickup procedures at the school to improve the process for staff, students, parents and Golfview Terrace motorists. District 21 requested assistance from Village staff to help improve procedures and identify solutions to certain concerns. District 21 and Village staff met onsite and identified the most immediate safety concern: the uncontrolled crossing of students mid-block during drop-offs and pick-ups on the west/south side of the street. This hazard was also identified through the Village's ongoing School Zone Transportation Safety Study.

Analysis

Staff from Police, Engineering, and District 21 determined minor adjustments could be made to the existing parking restrictions to discourage the most concerning behaviors particularly during drop-off and pick-up times. Parking restrictions along the north/west curblane are anticipated to improve traffic flow and visibility on Golfview Terrace.

Engineering is mitigating any impacts to area residents by limiting proposed restrictions to just the school day. Additionally, letters requesting feedback on the proposed parking changes were mailed to the thirteen residents whose homes abut the area; no comments were received in response. School and Village staff will continue to monitor the situation to ensure the needs

of both the school and the surrounding neighborhood are adequately met.

Public Works will sign the area appropriately prior to school commencing for the 2026-27 school year.

Strategic Alignment

Guiding Principle

Principle 5: Partnership with Local Districts

Principle 6: Engages Our Residents

Goal

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

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. DRAFT Ordinance - Parking Restriction Revisions on Golfview
2. Exhibit Map - Parking Restrictions Golfview PR
3. Example Resident Letter - Parking Restrictions_Kilmer26_0626





ORDINANCE 2026-xxx

AN ORDINANCE AMENDING PARKING RESTRICTIONS TO GOLFVIEW TERRACE NEAR JOYCE KILMER ELEMENTARY SCHOOL

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

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

WHEREAS the recommendations have been developed with members of Community Consolidated School District 21, Joyce Kilmer Elementary School staff, Engineering and Police Department staff; and

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

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

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

SECTION 2. Line 17 of Section 1308 of Article XIII of Chapter BG-11 of Title 10 of the Village of Buffalo Grove Municipal Code is hereby amended by adding thereto the following portions as shown by the underlined and highlighted text and removing the following portions as shown by the struck through text below as follows:

17. On the south and east curblines of Golfview Terrace within 300 feet of Joyce Kilmer School property lines from a point 170 feet south of the centerline of Chenault Court to the intersection with Raupp Boulevard any time. And along the north and west curblines of Golfview Terrace from a point 130 feet east of Raupp Boulevard to the west property line of 194 Golfview Terrace between the hours of 8:00 a.m. and 4:00 p.m. on school days.

SECTION 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

AYES: _____

NAYES: _____
ABSENT: _____
PASSED: _____, 2026
APPROVED: _____, 2026
PUBLISHED: _____, 2026

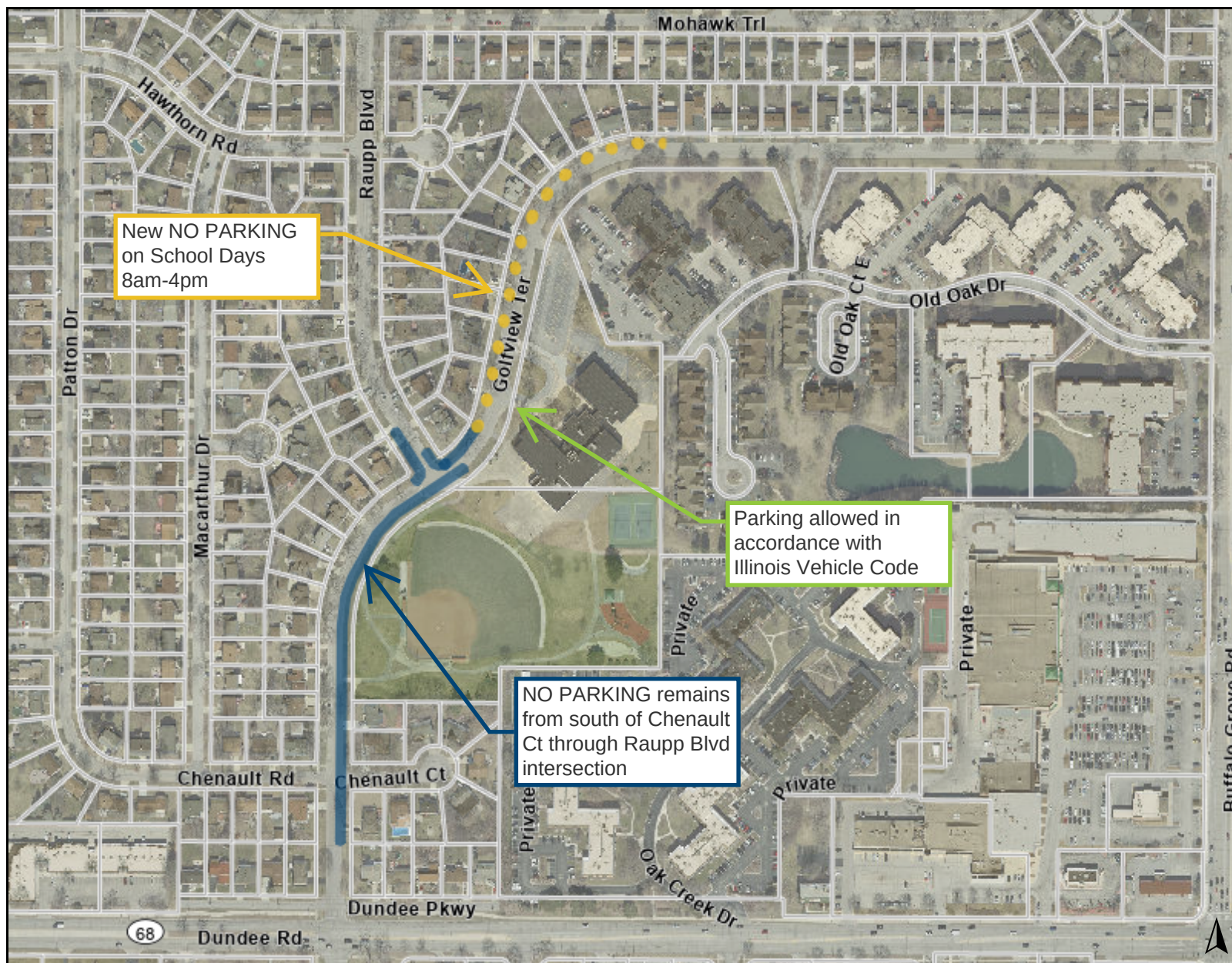
ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT

**Legend****Notes**

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

VILLAGE OF BUFFALO GROVE

Department of Public Works
1650 Leider Lane
Buffalo Grove, IL 60089



Andrea Larson
Civil Engineer I
847-459-2552

VIA MAIL

June 29, 2026

Resident
<address>
Buffalo Grove, IL 60089

RE: Village of Buffalo Grove Notification of Parking Restriction Changes

Dear Resident,

During our transportation safety study for Cook County schools, specific concerns have surfaced over student drop off/pick up on Golfview Terrace: it appears to be common practice for parents to park on the north/west side of the street across from Kilmer School during arrival and dismissal times. This tends to encourage children to cross at uncontrolled locations making pedestrian-vehicle collisions much more likely.

The solution with the most immediate and direct risk reduction is revising the parking restrictions in the surrounding area. We have attached a map of current and proposed parking restrictions with this letter based on consultations with our engineering consultant, representatives from District 96 and Kilmer School, the Buffalo Grove Police Department, and the Buffalo Grove Engineering Division.

We understand that parking restrictions along the street frontage of residents' homes can be burdensome and intend to balance the needs of public safety with the impact on local neighbors. If you have any concerns, please contact the Engineering Department by July 13, so that we may understand how these proposed restrictions may affect you and your family. Feel free to contact me or Dan Hoscilo at Public Works at 847-459-2545 or via email at alarson@vbg.org and dlhoscilo@vbg.org.

We may not be able to accommodate all requests, but we appreciate your input as we look to improve safety concerns for school children in the upcoming school year. Thank you!

Sincerely,

A handwritten signature in black ink that reads "Andrea Larson". The signature is fluid and cursive, with the first name "Andrea" and last name "Larson" clearly distinguishable.

Andrea Larson
Village of Buffalo Grove

Cc: Briget Schwab, PE, Village Engineer
Megan Hansen, Police Sergeant

Existing Parking Restrictions



Proposed Parking Restrictions





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026

AGENDA ITEM 8.b. O-2026-68

Ordinance Approving a Variation for a Front Porch to Encroach into the Side Yard Setback at 506 Windover Circle.

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving a variation for a front porch to encroach into the side yard setback at 506 Windover Circle.

Summary

See attached memorandum.

Strategic Alignment

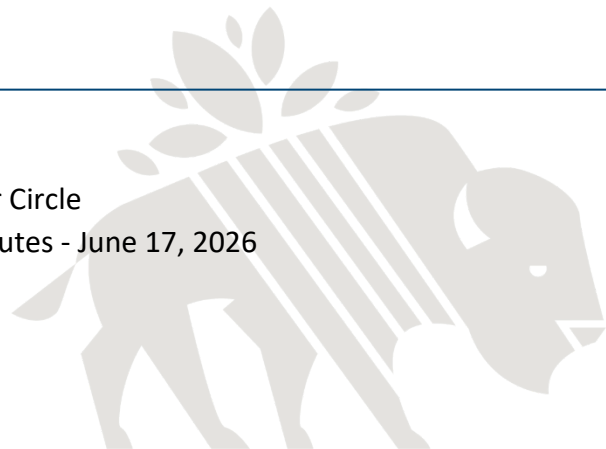
Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

File Attachments

1. Memo - 506 Windover Circle
2. DRAFT Ordinance - 506 Windover Circle
3. DRAFT Ordinance - Exhibit B - 506 Windover Circle
4. DRAFT Ordinance - Exhibit C. Draft PZC Minutes - June 17, 2026



DATE: July 15, 2026

TO: Village Manager Dane Bragg

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

SUBJECT: 506 Windover Circle - Approving a Variation from the Zoning Ordinance, Section 17.40.050, for a front porch to encroach into the side yard setback

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting the variation for the proposed front porch that encroaches in the side yard setback, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

The property owner at 506 Windover Circle is looking to replace the existing front stoop with a covered front porch to provide weather-resistant protection and enhance the home's appearance. The porch is proposed to be 11.06' in width and 4.25' in depth and 11.18' tall. The proposed materials will match the rest of the home.

Because the north property line is unusually angled, the existing home and stoop are legally non-conforming. The new porch would need a variation to encroach 2.62 feet into the 6-foot side yard setback. All other setbacks are met. Given the property's unusual shape, building orientation, and the minimal size of the porch and its encroachment, the request is reasonable. The proposed porch involves a 43.6% encroachment into the side yard setback, which is beyond the 33% maximum authority granted to the PZC.



Figure 1: Proposed Porch

PUBLIC HEARING COMMENTS

There was one general inquiry received before the public hearing and no other concerns were expressed.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of an Ordinance granting a Variation to Section 17.40.050 of the Buffalo Grove Zoning Ordinance to allow the proposed covered front porch addition to encroach into the required side yard setback at 506 Windover Circle, subject to the following conditions:

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



ORDINANCE 2026-xxx

AN ORDINANCE APPROVING A VARIATION TO THE
VILLAGE ZONING ORDINANCE FOR THE PROPERTY AT
506 WINDOVER CIRCLE

VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS

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

WHEREAS 506 Windover Circle, Buffalo Grove, IL ("Property") is located in the R-9: Multiple-Family Dwelling District and is hereinafter legally described in Exhibit A; and,

WHEREAS, Omar Guterrez ("Petitioner"), on behalf of the owner of the Property, is seeking a variation to construct a front porch that would encroach within the side yard setback of the Property, in accordance with the documents and information submitted pursuant to Exhibit B; and,

WHEREAS the Planning & Zoning Commission held a public hearing on June 17, 2026, concerning the petition for the variation to the Village Zoning Ordinance, Section 17.40.050, to allow the proposed covered front porch addition to encroach into the required side yard setback; and,

WHEREAS the Planning & Zoning Commission determined that the testimony, as identified in the minutes attached as Exhibit C and presented by the petitioner at the public hearing, demonstrated that the requested variations are warranted based on unique circumstances, and found that the petition meets the standards for a variation; and,

WHEREAS the Planning & Zoning Commission voted 5-0 to recommend approval of variation to the Village Zoning Ordinance, Section 17.40.050, to allow the proposed covered front porch addition to encroach into the required side yard setback; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the variation to the Village Zoning Ordinance, Section 17.40.050, to allow the proposed covered front porch addition to encroach into the required side yard setback is reasonable and will serve the best interests of the Village; and

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

- | | |
|-----------|---|
| EXHIBIT A | Legal Description of the Property |
| EXHIBIT B | Plan Set |
| EXHIBIT C | Draft Minutes from June 17, 2026 Planning & Zoning Commission Meeting |

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

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

SECTION 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the variation to the Village Zoning Ordinance, Section 17.40.050, to allow the proposed covered front porch addition to encroach into the required side yard setback at 506 Windover Circle, subject to the following conditions:

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

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: _____, 2026
APPROVED: _____, 2026
PUBLISHED: _____, 2026

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

EXHIBIT A

Legal Description
506 Windover Circle

SUBJECT PROPERTY COMMON ADDRESS: 506 Windover Circle, Buffalo Grove, IL 60089

PARCEL INDEX NUMBERS: 15-32-210-013

LEGAL DESCRIPTION:

OF LOT 45 IN THE COMMONS OF BUFFALO GROVE UNIT ONE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32 AND THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

DRAFT

EXHIBIT B

Plan Set
506 Windover Circle

DRAFT

EXHIBIT C

Draft Minutes from June 17, 2026, Planning & Zoning Commission Meeting
506 Windover Circle

DRAFT



Omar Gutiérrez
A R C H I T E C T

1209 MONROE ST.

EVANSTON, IL 60202

847.903.4067

May 26, 2026

Mr. Andrew Binder
Planning and Zoning Commission Liaison
Village of Buffalo Grove

RE: Zoning variation petition for the Rosenbloom Residence at 506 Windover Cir. - Buffalo Grove, IL

Dear Mr. Binder,

We propose to build a modestly sized covered front porch to be open on three sides in order to protect the front door and people entering/exiting the home from the elements. Covered front porches are very common in the neighborhood and are very useful for the day to day enjoyment of any home.

The plight of the owner is due to the location of the existing home on the lot and the lot's unique geometry as the side yard angles inward as it approaches the front of the lot. Because of this, the northeast corner of the home slightly encroaches into the minimum required 6' side yard (the existing side yard is 5.61').

The Rosenblooms have a 4.25' deep concrete stoop by their front door. They would have preferred an even deeper covered porch but are willing to match the existing depth as it satisfies the minimum need of protecting the front entry from the elements. The home has an 11.06' wide projection in the area where the front door is located, providing a logical place to end the covered porch. We also seek to improve the curb appeal of the home and feel that matching the width of the existing projection would be a logical solution. However, this results in a side yard setback to the corner of the porch of 3.38'.

Were the requested variance not granted, we feel it would reduce the width of the porch to a very minimal 4'-10" and it would be a missed opportunity to provide functionality while enhancing the character of the home by matching existing architectural features. The proposed width and depth of the porch is a modest enhancement that has been thoughtfully designed and would be in harmony with the essential character of the neighborhood.

Sincerely,

Omar Gutiérrez, Architect

VILLAGE OF BUFFALO GROVE

Community Development Department

50 Raupp Boulevard, Buffalo Grove, IL 60089

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



Zoning Variation Standards



During your testimony at the Public Hearing you need to testify and present your case for the variance by addressing the three (3) standards listed below:

The regulations of this Title shall not be varied unless findings of fact are made based upon evidence presented at the hearing that:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the zoning district in which it is located except in the case of residential zoning districts;

Response:

N/A

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

Response:

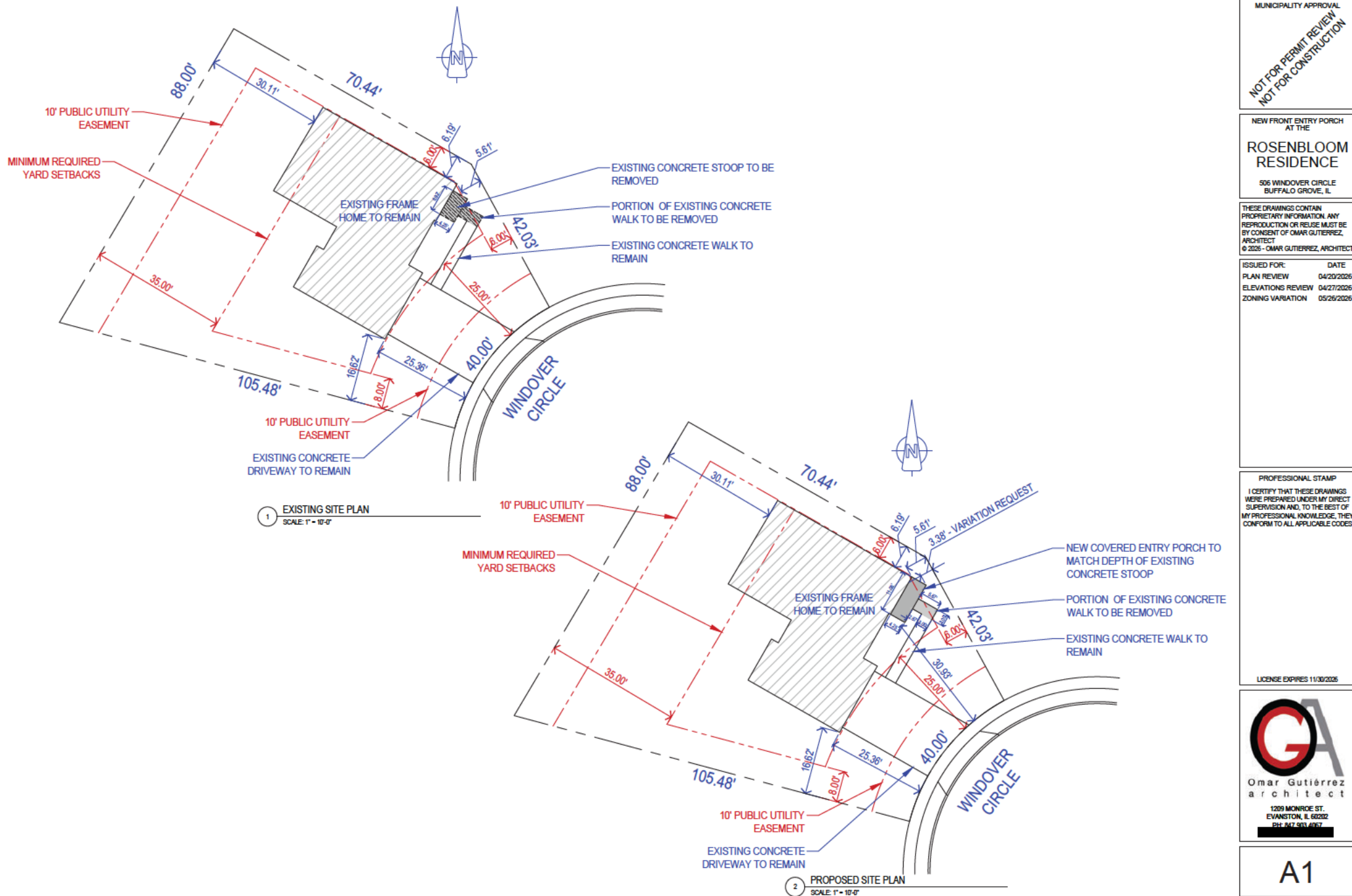
The plight of the owner is due to the location of the existing home on the lot and the lot's unique geometry as the side yard angles inward as it approaches the front of the lot. Because of this, the northeast corner of the home slightly encroaches into the minimum required 6' side yard (the existing side yard is 5.61').

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

Response:

Were the requested variance not granted, we feel it would reduce the width of the porch to a very minimal 4'-10" and it would be a missed opportunity to provide functionality while enhancing the character of the home by matching existing architectural features. The proposed width and depth of the porch is a modest enhancement that has been thoughtfully designed and would be in harmony with the essential character of the neighborhood.





MUNICIPALITY APPROVAL
NOT FOR PERMIT REVIEW
NOT FOR CONSTRUCTION

NEW FRONT ENTRY PORCH
AT THE
**ROSENBLUM
RESIDENCE**
506 WINDOVER CIRCLE
BUFFALO GROVE, IL

THESE DRAWINGS CONTAIN
PROPRIETARY INFORMATION. ANY
REPRODUCTION OR REUSE MUST BE
BY CONSENT OF OMAR GUTIERREZ,
ARCHITECT
© 2025 - OMAR GUTIERREZ, ARCHITECT

ISSUED FOR: DATE
PLAN REVIEW 04/20/2025
ELEVATIONS REVIEW 04/27/2025
ZONING VARIATION 05/25/2025

PROFESSIONAL STAMP
I CERTIFY THAT THESE DRAWINGS
WERE PREPARED UNDER MY DIRECT
SUPERVISION AND, TO THE BEST OF
MY PROFESSIONAL KNOWLEDGE, THEY
CONFORM TO ALL APPLICABLE CODES

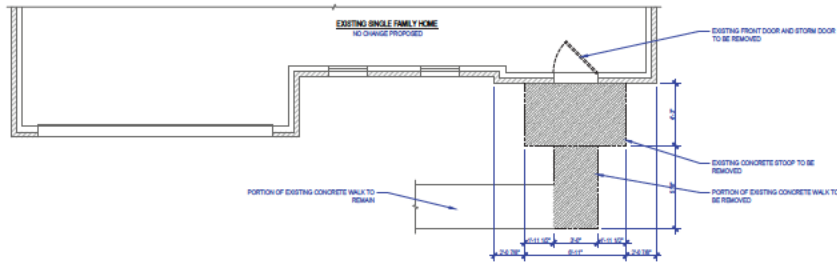
LICENSE EXPIRES 11/30/2025

GA
Omar Gutierrez
architect
1209 MONROE ST.
EVANSTON, IL 60202
TEL: 708.903.0167

A1



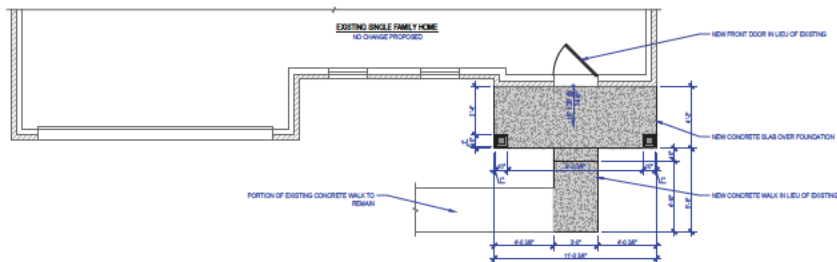
DEMOLITION LEGEND	
	EXISTING CONSTRUCTION TO REMAIN
	EXISTING WALL FINISHES TO BE REMOVED
	EXISTING CONSTRUCTION TO BE REMOVED
	EXISTING FLOOR FINISHES TO BE REMOVED DOWN TO SUBFLOOR SLAB
NOTES:	
1. COORDINATE DEMOLITION WITH PROPOSED PLANS & ELEVATIONS, BRING ANY CONFLICTS TO THE ATTENTION OF THE ARCHITECT	
2. PROVIDE TEMPORARY SUPPORT TO STRUCTURAL ELEMENTS AFFECTED BY DEMOLITION AND CONSTRUCTION (FIELD VERIFY ALL CONDITIONS)	



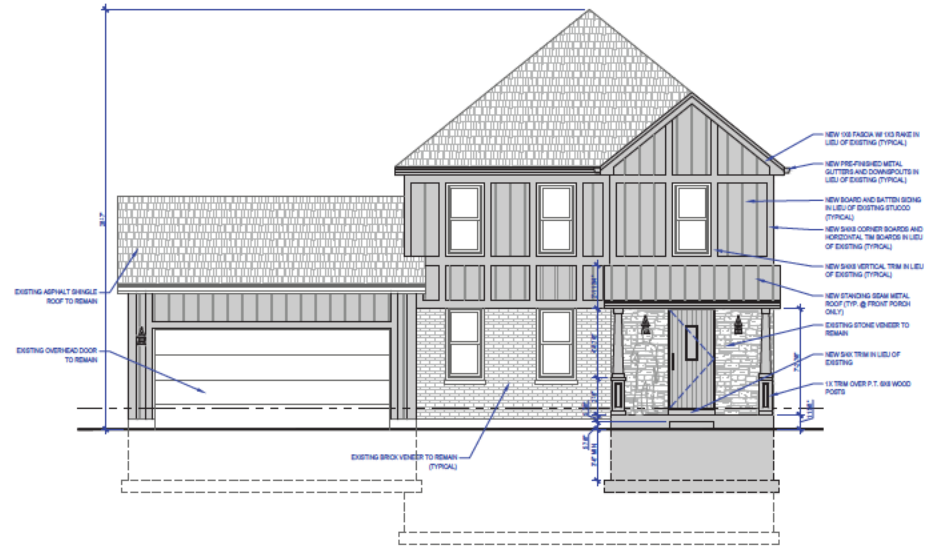
1 EXISTING 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"



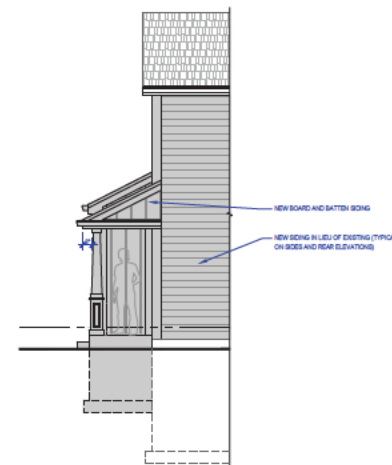
PLAN LEGEND	
	EXISTING CONSTRUCTION TO REMAIN
NOTES:	
1. ALL PLAN DIMENSIONS SHOWN TO FINISHED SURFACES	
2. PROVIDE TEMPORARY SUPPORT TO STRUCTURAL ELEMENTS AFFECTED BY DEMOLITION AND CONSTRUCTION (FIELD VERIFY ALL CONDITIONS)	
	HEADER (2-2X12 UNLESS OTHERWISE NOTED), TYPICAL
	BOLTING PATTERN: 12" @ 12" B.O.L.T.S. @ 1" O.C. STAGGERED
	(5) 3/4" POST (4) 1/2" POST IF NOTED
	(5) 3/4" POST (4) 1/2" POST IF NOTED
	LOAD FROM ABOVE



2 NEW 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"



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



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

MUNICIPALITY APPROVAL
NOT FOR PERMIT REVIEW
NOT FOR CONSTRUCTION

NEW FRONT ENTRY PORCH
AT THE
**ROSENBLUM
RESIDENCE**
505 WINDOVER CIRCLE
BUFFALO GROVE, IL

THESE DRAWINGS CONTAIN
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ARCHITECT
© 2025 - OMAR GUTIERREZ, ARCHITECT

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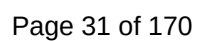
PROFESSIONAL STAMP
I CERTIFY THAT THESE DRAWINGS
WERE PREPARED UNDER MY DIRECT
SUPERVISION AND, TO THE BEST OF
MY PROFESSIONAL KNOWLEDGE, THEY
CONFORM TO ALL APPLICABLE CODES

LICENSE EXPIRES 11/30/2025

Omar Gutierrez
architect
1209 MONROE ST.
EVANSTON, IL 60202
PH: 847.973.4767

A2

Of Lot 45 in THE COMMONS OF BUFFALO GROVE UNIT ONE, being a subdivision of part of the East Half of the Northeast Quarter of Section 32 and that part of the West Half of the Northwest Quarter of Section 33, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois.



**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD
AT JEFFREY S. BRAIMAN COUNCIL CHAMBERS
FIFTY RAUPP BLVD, BUFFALO GROVE, IL 60089, WEDNESDAY, JUNE 17, 2026**

CALL TO ORDER

Acting Chairperson Davis called the meeting to order at 7:34 PM.

Roll call indicated the following were present: PZC Acting Chairperson Davis, PZC Commissioner Au, PZC Commissioner Moodhe, PZC Commissioner Schwartz, PZC Commissioner Gregory.

Also present were: Deputy Director of Community Development Michelle House, Principal Planner Andrew Binder, Village Attorney Patrick Brankin and Trustee Liaison Lester Ottenheimer.

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of a variation to the Village Zoning Ordinance, Section 17.40, to construct a covered front porch that would encroach into the side yard setback at 506 Windover Circle

Principal Planner Binder provided an overview of the request and indicated that staff is recommending approval.

Omar Gutiérrez, architect, was sworn in. He noted that this is one of four identical homes in the subdivision that share the same floor plan, and that the subject property is the only one without a covered front porch.

Com. Moodhe asked whether a variance had been granted when the home was originally constructed to account for the existing nonconforming encroachment.

Binder confirmed that no such record could be found.

Com. Moodhe further noted that granting the variation would bring the property into greater compliance going forward and would benefit the owners in future property transactions.

Binder confirmed.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Gregory made a motion for a positive recommendation to the Village Board to allow a Variation to Section 17.40.050 of the Buffalo Grove Zoning Ordinance to allow the proposed covered front porch addition to encroach into the required side yard setback at 506 Windover Circle, subject to the conditions in the Staff Report.

The motion was seconded by Com. Au.

Com. Moodhe stated that he was in favor of the motion, as the angle of the lot creates a unique situation with the side yard setback, and there is no neighbor to the subject side yard.

Com. Gregory stated that they also have a walkway between their house and the next-door neighbor's house, and the front porch would help get them into compliance, so he is also in favor of the motion.

Moved by Chad Gregory, seconded by Amy Au to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 5 Amy Au, Adam Moodhe, Jason Davis, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 4 Mitchell Weinstein, Neil Worlikar, Marc Spunt, Sujat Saxena
Motion declared Passed.

B. Consideration of a request for a Special Use for a non-academic school, classes, and instruction in the Industrial District at 1682 Barclay Boulevard

Deputy Community Development Director House provided an overview of the request and indicated that staff is recommending approval.

Master ZhongQin Shi and Sophia Tso, were sworn in. Tso noted that she was recording Master Shi's proceedings to share with family and friends back home in China. Master Shi introduced himself and noted that he has been teaching for over 10 years and will be a US Citizen soon. He identified himself as a 32nd-generation Shaolin Kung Fu Master.

Com. Au asked whether there are any similar businesses in the industrial park.

Binder responded that multiple similar uses in the industrial park were approved as Special Uses within the last 2 years.

Com. Au asked businesses are within the same building as the proposed use.

House responded that the Petitioner provided an overview of some of the existing businesses and all of them are typical industrial uses that end their business operations by 5pm.

Com. Moodhe asked about parking the ally behind the building and if staff will be parking behind the building.

Tso stated that their is parking spaces behind the building, but noted that the only employee will be Master Shi.

Com. Gregory asked about the parking requirements for the Special Use as the staff report notes that 1 space is required per student.

Binder confirmed that there was an error in the staff report; it should indicate one parking space for every three students. He noted that, while a dance studio analogy

was cited, there is no specific parking category for martial arts or non-academic uses. The staff confirmed that the standard for dance studios was applied in this case.

Com. Schwartz asked if most students are dropped off or is there parents viewing of the classes.

Tso stated that some parents like to do the drop off and some parents like to watch. If they are younger, parents like to stay. If they are older, parents will likely drop them off.

Acting Chairperson Davis asked if the other building parking area can be used for overflow parking as well.

Tso confirmed and walked through which areas will be used for overflow parking if needed.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Gregory made a motion to make a positive recommendation to the Village Board to allow a Special Use for a non-academic school, classes, and instruction in the Industrial District at 1682 Barclay Boulevard, subject to conditions in the Village Staff Report.

The motion was seconded by Com. Moodhe.

Com. Moodhe expressed support for the motion, noting that there have been no complaints about this type of use in the industrial district and that class-based uses of this type are increasingly common in industrial zones and represent a practical and compatible use of available space.

Moved by Chad Gregory, seconded by Adam Moodhe to recommend approval. Upon roll call, Trustees voted as follows:

AYES: 5 Amy Au, Adam Moodhe, Jason Davis, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 4 Mitchell Weinstein, Neil Worlikar, Marc Spunt, Sujat Saxena

Motion declared Passed.

C. **Consideration of approval of an amendment to the sign plan approved by Planned Unit Development Ordinance No. 2013-032, as amended by Ord. 2017-025, along with Sign Variations to allow the installation of a second wall sign on the south elevation of the building at 350 McHenry Road**

Principal Planner Binder provided an overview of the request and indicated that staff is recommending approval.

Frank Lambert, from Sharpen Up the permit expediter, and Lucky Strike

representative Jay Gordon, were sworn in. Lambert gave an overview of the request.

Com. Moodhe questioned the business history and how they got to Lucky Strike.

Gordon discussed Brunswick's building acquisition and how Lucky Strike took over Bowlero in 2023.

Com. Moodhe asked about the food operation.

Gordon gave an update on the restaurant and food options at Lucky Strike.

Com. Au asked if there is any size changes from the old signs to the new signs.

Lambert stated that the new signs will be smaller than the existing Bowlero signs, but similar.

Acting Chairperson Davis asked about the condition established under the 2017 ordinance requiring sign dimming after 10:00 PM on the east and south elevations, which would remain in effect with the new signage.

Gordon confirmed that it will stay in place.

Acting Chairperson Davis stated that it will be a condition of the permit.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Gregory made a motion to make a positive recommendation to the Village Board to allow an Amendment to the Planned Development and sign package approved by Ordinance 2013-032, as amended by Ordinance 2017-025, with Sign Variations for Lucky Strike at 350 McHenry Road, subject to the conditions in the Staff Report.

The motion was seconded by Com. Schwartz.

Com. Moodhe expressed his support about Lucky Strike remaining and investing in Buffalo Grove, noting it complements the Clove's vision by adding an entertainment and a dining experience.

Moved by Chad Gregory, seconded by Don Schwartz to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 5 Amy Au, Adam Moodhe, Jason Davis, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 4 Mitchell Weinstein, Neil Worlikar, Marc Spunt, Sujat Saxena
Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

None.

B. Approval of Minutes

1. Approval of Minutes of the June 3, 2026, Planning and Zoning Commission Meeting

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

AYES: 5 Amy Au, Adam Moodhe, Jason Davis, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 4 Mitchell Weinstein, Neil Worlikar, Marc Spunt, Sujat Saxena
Motion declared Passed.

C. Chairperson's Report

None.

D. Committee and Liaison Reports

Com. Moodhe briefly referenced a recent amendment to a planned unit development related to a tenant change from Amazon Fresh to Whole Foods at the Clove, noting that modifications to the approved square footage necessitated an amendment to the relevant ordinance to allow the project to proceed, including a fulfillment component for the broader store network.

E. Staff Report/Future Agenda Schedule

Binder announced that the July 1, 2026, Planning and Zoning Commission meeting would be canceled. He indicated that the meeting on July 15, 2026, is anticipated, with potential agenda items but not yet finalized, and that commissioners would be notified accordingly.

F. Public Comments and Questions

All comments will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Planning and Zoning Commission business and not on the regular agenda for discussion.

Stephen Oller, a resident of the Crossing Subdivision, addressed the Commission, informing them that the neighboring village of Long Grove is advancing a plan for a daycare facility that would connect two driveways onto Freemont Way that is located within Buffalo Grove. Mr. Oller noted that he had forwarded an email to Planner Binder containing links to the Long Grove plan illustrating the proposed driveway locations.

ADJOURNMENT

The meeting was adjourned at 8:24 pm.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026

AGENDA ITEM 8.c. R-2026-11

Resolution Approving Ratification of the ILAG Organized Retail Crime Grant Award

Contacts

Liaison: Trustee Richards

Staff: Brian Budds

Staff Recommendation

Staff recommends approval.

Recommended Motion

Staff recommends approval.

Summary

Background

The Buffalo Grove Police Department was notified that it had been awarded \$30,000 through the Office of the Illinois Attorney General's Organized Retail Crime Grant Program. This competitive grant program provides reimbursement to Illinois law enforcement agencies for equipment purchased or leased, and other eligible expenses incurred in the prevention, investigation, and enforcement of organized retail crime. In previous years, the grant funds have primarily been used to offset the cost of the License Plate Reader (LPR) systems.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Goal

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



File Attachments

1. FY27_ORC Grant Agreement Checklist
2. DRAFT Resolution - ILAG Organized Retail Crime Grant FY27
3. Exhibit A - ILAG Organized Retail Crime Grant FY27



FY27

Organized Retail Crime Grant Award Agreement Review & Completion Checklist

The attached document constitutes a binding Agreement. All required sections must be completed and carefully reviewed for accuracy prior to return to the assigned Grant Monitor for countersignature by the Attorney General.

No modifications, edits or alterations shall be made to this Agreement. If errors or discrepancies are identified, contact the Grant Monitor immediately to facilitate corrections and reissuance of the document.

Page 1

- ☐ **Leave the date field blank.** The Attorney General will complete when countersigning
- ☐ Confirm agency's legal name is correct (must match IRS Federal Identification Number records)

Page 2, Paragraph 2 (a)

- ☐ Confirm grant award amount is accurate

Page 2, Paragraph 3

- ☐ Confirm grant award amount is accurate

Page 5, Paragraph 17

- ☐ Confirm with your agency's Finance Department that there is no delinquent payment of debt to the State

Page 8, Paragraph 28

- ☐ Confirm agency's legal name is correct (must match IRS Federal Identification Number records)
- ☐ Enter the agency's 9-digit IRS Federal Employer Identification Number in the designated field.

Page 9, Paragraph 29

- ☐ Board of Elections Registration Certification: Place an **X** in the appropriate box

Page 10, Paragraph 34

- ☐ Confirm agency's legal address is correct (must match IRS Federal Identification Number records)

Page 11

Note: The "IN WITNESS THEREOF" section requires all signatures to be completed in the presence of a Notary Public.

- ☐ Complete all required fields accurately
- ☐ The agency's Authorized Signatory must sign the Agreement **TWICE**:
 - Once in the "Grantee" signature section
 - Once in the "Grantee Certification" signature section
- ☐ The date entered by the Notary Public must match the date the Authorized Signatory signed the Agreement.
- ☐ The Notary Public must sign the Agreement.
- ☐ The Notary Public must affix an official, unexpired ink stamp seal. Embossed/impression seals are not acceptable

Page 12, Exhibit A

- ☐ Confirm agency's legal name is correct (must match IRS Federal Identification Number records)
- ☐ Confirm grant award amount is accurate

Final Actions

- ☐ Scan the fully completed and notarized Agreement in its entirety
- ☐ Email the scanned Agreement to your assigned Grant Monitor

Once the Agreement is countersigned, a fully executed document will be emailed to the agency's CEO, Finance Officer and Grant Contact

070126



RESOLUTION 2026-xx

A RESOLUTION TO RATIFY THE GRANT AGREEMENT BETWEEN THE OFFICE OF THE ILLINOIS ATTORNEY GENERAL AND 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 Buffalo Grove Police Department was notified that it had been awarded \$30,000 through the Office of the Illinois Attorney General's Organized Retail Crime Grant Program. This competitive grant program provides reimbursement to Illinois law enforcement agencies for equipment purchased or leased and other eligible expenses incurred in the prevention, investigation, and enforcement of organized retail crime; and

WHEREAS the Organized Retail Crime Grant Program provides essential funding to assist law enforcement agencies in preventing and responding to organized retail theft, cargo theft, and related criminal activity by supporting eligible equipment purchases, investigative efforts, officer overtime, and training. In previous years, the grant funds have primarily been used to offset the cost of the License Plate Reader (LPR) systems.

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

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

SECTION 2. The Grant Agreement between the Village of Buffalo Grove and the Office of the Illinois Attorney General, attached hereto as Exhibit A, is hereby ratified and approved.

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2026
APPROVED: _____, 2026

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

**ORGANIZED RETAIL CRIME GRANT PROGRAM
GRANT AGREEMENT
27-0495ORC**

This agreement, made this _____ day of _____, 2026, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and, Village of Buffalo Grove, an Illinois governmental agency, hereinafter referred to as Grantee, witnesseth:

WHEREAS, pursuant to Article 38, Section 30 of Public Act 103-0589 (the Public Act), the Illinois General Assembly has appropriated from the General Revenue Fund to the Attorney General the sum of \$5,000,000, or so much thereof as may be necessary, for grants to law enforcement agencies to investigate and prosecute organized retail crime.

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated, 3/20/2026 5:55:49 PM, together with plans and specifications for organized retail crime enforcement in the County of Lake State of Illinois; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with all applicable standards and procedures; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Public Act and in consideration of Grantee's representations contained in its grant proposal dated 3/20/2026 5:55:49 PM, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of 12 months, commencing July 1, 2026, and ending June 30, 2027, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:

(a) Grantee shall use \$30,000.00 as outlined in the Budget of the application. Funds are available to program expenditures as shown in the Budget, Exhibit A.

(b) Grantee shall submit to the Administrator financial and activity reports each quarter covering the previous three (3) month period. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than fifteen (15) days following the end of the reporting period. Failure to comply with the deadlines for filing reports may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

(c) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement; and

(d) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support to Grantee in the amount of \$30,000.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph four (4) of this Grant Agreement. Administrator shall complete processing on the conditions that sufficient funds have been deposited and that such funds have been appropriated for the purposes of this Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement, and the Grantee has signed, notarized and returned an Agreement document to the Administrator.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend the time constraints it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

(a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;

(b) Incur expenses or financial obligations from such grant award in any line-item category of such project budget in excess of the amount provided in such line-item category; or

(c) Transfer any money from one line-item category of such project budget to another line-item category without approval by the Administrator.

5. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.

6. TERMINATION OF AGREEMENT. This Agreement may be terminated and canceled for cause by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds.

7. EXPENDITURE OF GRANT FUNDS.

(a) All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*)

(b) Grantee agrees that neither it nor its employees shall:

1) knowingly use grant funds, or good or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity; or

2) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

For purposes of this paragraph, "prohibited political activity" has the meaning established in Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5). Grantee acknowledges that a knowing violation of this paragraph is a business offense, and that Grantee may be fined up to \$5,000.

8. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

9. CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code (Procurement Code) prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

10. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 *et seq.*) are applicable to this contract.

(b) Grantee hereby agrees to:

1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(c) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Special Project Grant Agreement, Grantee certifies that services, programs, activities provided under this Special Project Grant Agreement are and will continue to be in compliance with the ADA.

11. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual harassment" under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/6-101). 775 ILCS 5/2-105(A)(4).

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the

provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).

13. **BRIBERY.** Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity. 30 ILCS 500/50-5. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

14. **FELONY CONVICTION.** Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

15. **SARBANES-OXLEY ACT.** Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5 of the Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Procurement Code, if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

16. **NON-ASSISTANCE CERTIFICATION.** Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5(e) of the Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(a) assisted the State or the Administrator in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(b) assisted the State or the Administrator by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of business.

17. **DEBT DELINQUENCY.** Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or

she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

18. USE TAX. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract with a State agency, unless the person and all of the person's affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

19. ENVIRONMENTAL PROTECTION ACT. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

20. FORCED LABOR. Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

21. CHILD LABOR CERTIFICATION. Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

22. EDUCATIONAL LOANS. To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.

23. BID RIGGING AND BID ROTATING. Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 33E-4).

24. DUES TO CLUBS WHICH DISCRIMINATE. Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.

25. INTERNATIONAL ANTI-BOYCOTT. Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 (50 U.S.C. §4601 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.

26. DRUG FREE WORKPLACE CERTIFICATION. This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act (30 ILCS 580/3) by:

(a) Publishing a statement:

i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;

ii) Specifying the actions that will be taken against employees for violations of such prohibition; and

iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

A) Abide by the terms of the statement; and

B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

i) The dangers of drug abuse in the workplace;

- ii) Grantee's or contractor's policy of maintaining a drug free workplace;
- iii) Any available drug counseling, rehabilitation, and employee assistance programs;
and
- iv) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Administrator within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

27. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it is not barred from engaging in any procurement activities under Section 50-30 of the Procurement Code (30 ILCS 500/50-30).

28. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; or (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

Name of Grantee: Village of Buffalo Grove (Must match the exact name on file with the IRS for the TIN Number below)

TIN Number (Federal Employer Identification Number): _____

Grantee certifies that it is performing the services covered by this Agreement as a Government Entity – Political Subdivision of the State of Illinois.

29. BOARD OF ELECTIONS REGISTRATION CERTIFICATION. Grantee certifies that either (check applicable box):

☒ The Grantee is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 of the Procurement Code (30 ILCS 500/20-160) and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General; or

☐ The Grantee has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

This contract is voidable in accordance with the provisions of section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Grantee's failure to comply with section 20-160 with respect to the Grantee's contracts, bids, and proposals with the Attorney General.

30. EXPATRIATED ENTITY CERTIFICATION. As a condition of this Contract, Grantee certifies that it is not barred from bidding or entering into a contract with the State of Illinois as an "expatriated entity," as that term is defined in Section 1-15.120 of the Procurement Code (30 ILCS 500/1-15.120), or a member of a "unitary business group," as that phrase is defined in the Illinois Income Tax Act (35 ILCS 5/1501(a)(27)) with an expatriated entity as a member. 30 ILCS 500/50-17.

31. ATTEMPT TO INFLUENCE GRANT PROCESS CERTIFICATION. As a condition of this Contract, Grantee certifies that it has not retained a person or entity to attempt to influence the outcome of the award process associated with this grant.

32. CYBERSECURITY RISK CERTIFICATION. Grantee certifies that it is not prohibited from being awarded this grant due to a United States Department of Homeland Security Binding Operational Directive relating to cybersecurity risks. (30 ILCS 500/25-90).

33. LEGAL ENTITY AUTHORIZED TO TRANSACT BUSINESS IN ILLINOIS. Grantee certifies that it is a legal entity as of the date for submitting an application for the grant award contemplated by this Agreement. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a grantee prior to submitting an application for the grant contemplated by this Agreement. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of this Agreement,

34. NOTICES. Written notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR'S ADDRESS:

Attorney General of the State of Illinois
115 South LaSalle Street
Chicago, Illinois 60603

GRANTEE'S ADDRESS:

Village of Buffalo Grove Police Department
46 Raupp Blvd
Buffalo Grove, IL 60089

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified as: 27-0495ORC.

35. MAINTENANCE OF RECORDS. Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this contract, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract for a period of five (5) years after the completion of the contract. Grantee shall make available the contract and all books, records, and papers related to the contract for review and audit by the Auditor General of the State of Illinois or the Administrator. Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Administrator for the recovery of any funds paid for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

36. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

37. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

38. APPLICABLE LAWS. The Grant Agreement and the Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

Administrator

Signature: _____

By: Kwame Raoul, Illinois Attorney General

Date

Grantee: _____

Signature: _____

By: _____
(Grantee Leadership printed name and title)

Date

GRANTEE CERTIFICATION:

I, _____,
(Grantee Leadership's printed name and title)

hereby certify under oath, in accordance with section 4 of the Illinois Grant Funds Recovery Act (30 ILCS 705/4), that all information in this Grant Agreement is true and correct to the best of my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.

(Grantee Leadership's signature)

Subscribed and sworn before me on this ____ day of ____, 2026.

(Notary Public's signature)

(Notary Public's stamp)

EXHIBIT A
Grant Award
PROJECT BUDGET
Village of Buffalo Grove
27-0495ORC

Officer Overtime Pay	\$2,500.00
Officer OT Pay	
Contractual	\$27,500.00
1-Yr Subscription	
Total:	\$30,000.00



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026

AGENDA ITEM 8.d. O-2026-69

Ordinance Approving a Special Use for a Martial Arts Studio in the Industrial District at 1682 Barclay Boulevard.

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving a special use for martial arts studio in the Industrial District at 1682 Barclay Boulevard.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Memo - Shaolin Kung Fu Universal - 1682 Barclay Blvd
2. DRAFT Ordinance - Shaolin Kung Fu Universal - 1682 Barclay Boulevard
3. Draft Ordinance - Exhibit B - Plan Set
4. Draft Ordinance - Exhibit C - Draft PZC Minutes 6-17-26

DATE: July 20, 2026

TO: Village Manager Dane Bragg

FROM: Nicole Woods, Community Development Director
Michelle House, Community Development Deputy Director

SUBJECT: 1682 Barclay Boulevard - Special Use for a Martial Arts Studio in the Industrial District

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting a Special Use for a non-academic school, classes, and instruction in the Industrial District at 1682 Barclay Boulevard, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

Shaolin Kung Fu Universal, LLC, is seeking a Special Use to establish a martial arts school in the at 1682 Barclay Boulevard in the Industrial Zoning district. Shaolin Kung Fu Universal will provide tai chi, kung fu, and self-defense classes for children and adults within the tenant space.

PLANNING & ZONING ANALYSIS

Shaolin Kung Fu Universal will be open Monday to Friday from 10:00 am to 2 pm and 4 pm to 10 pm, and on Saturday and Sunday from 9 am to 9 pm. Other tenants located in the Building 1 in the Rodgers Center at 1670-1694 Barclay Boulevard building generally include offices and warehouses. The building to the east and south of the subject building also have similar uses and some recreational uses.



Figure 1: Subject Property

Building 1 has a total of 75 parking stalls, which are not specifically allocated between the tenants. As the code does not specify a parking requirement for this type of use, the parking standard for a dance school is applied (1 parking space per employee plus 3 spaces per student). With the proposed Martial Arts Studio having a maximum of 20 students and 1 employee, a total of 8 parking stalls is required.

The owner anticipates that the traffic flow will include a mix of student drop-offs and self-park for adults. The petitioner conducted parking demand survey, which indicated that there is ample on-site parking in the late weekday and weekend hours. Moreover, the studio will have active on-site

management to assist with student drop-off and pick-up, directing families to designated parking areas and following clear arrival and dismissal procedures.

PUBLIC HEARING COMMENTS

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

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** to allow a Special Use for a non-academic school, classes, and instruction in the Industrial District at 1682 Barclay Boulevard, subject to the following conditions:

1. The non-academic school, classes, and instruction shall be operated in substantial compliance with the business description and plans provided as part of this petition.
2. The Special Use is granted to Shaolin Kung Fu Universal, LLC to operate a non-academic school, classes at 1682 Barclay Boulevard, which shall not run with the land.
3. The Special Use granted to the Shaolin Kung Fu Universal, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.



ORDINANCE 2026-xxx

AN ORDINANCE APPROVING A SPECIAL USE FOR A
NON-ACADEMIC SCHOOL, CLASSES, AND
INSTRUCTION AT 1682 BARCLAY BOULEVARD

SHAOLIN KUNG FU UNIVERSAL, LLC
1682 BARCLAY BOULEVARD

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

WHEREAS 1682 Barclay Boulevard, Buffalo Grove, IL (“Property”) is located in a multi-tenant building at 1670-1694 Barclay Boulevard in the I Industrial District and is hereinafter legally described in Exhibit A; and,

WHEREAS, SL Buffalo Grove LLC is the owner of the Property; and,

WHEREAS, Shaolin Kung Fu Universal, LLC , (“Petitioner”) has filed a petition for a Special Use to allow a Non-Academic School, Classes, and Instruction in the Industrial District (I); and

WHEREAS the Planning & Zoning Commission held a public hearing on June 17, 2026, concerning the request; and

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

WHEREAS the Planning & Zoning Commission voted 5-0 to recommend approval of the requested Special Use; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Special Use is reasonable and will serve the best interests of the Village; and

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

EXHIBIT A Legal Description of the Property

EXHIBIT B Plan Set

EXHIBIT C Draft Minutes from June 17, 2026 Planning & Zoning Commission Meeting

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

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

SECTION 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Special Use for the property at 1682 Barclay Boulevard, Buffalo Grove, IL, subject to the following conditions:

1. The non-academic school, classes, and instruction shall be operated in substantial compliance with the business description and plans provided as part of this petition.
2. The Special Use is granted to Shaolin Kung Fu Universal, LLC to operate a non-academic school, classes at 1682 Barclay Boulevard, which shall not run with the land.
3. The Special Use granted to the Shaolin Kung Fu Universal, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

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

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2026
APPROVED: _____, 2026
PUBLISHED: _____, 2026

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

EXHIBIT A

Legal Description

**SHAOLIN KUNG FU UNIVERSAL, LLC
1682 BARCLAY BOULEVARD**

SUBJECT PROPERTY COMMON ADDRESS: 1682 Barclay Boulevard

PARCEL INDEX NUMBERS: 15-27-101-008

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 IN ROGERS CENTRE FOR COMMERCE, BEING A RESUBDIVISION OF LOTS 4, 5, 6, 7 AND 8 IN ARBOR CREEK BUSINESS CENTRE, A SUBDIVISION IN SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 17, 1989 AS DOCUMENT NUMBER 2758156, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS FOR ARBOR CREEK BUSINESS CENTRE DATED AS OF APRIL 27, 1987 AND RECORDED JUNE 11, 1987 AS DOCUMENT NUMBER 2577288, AND FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR ARBOR CREEK BUSINESS CENTRE DATED AS OF NOVEMBER 7, 1988 AND RECORDED DECEMBER 22, 1988 AS DOCUMENT NUMBER 2751558.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE GRANT OF EASEMENT DATED AS OF DECEMBER 5, 1989 AND RECORDED JANUARY 29, 1990 AS DOCUMENT NUMBER 2873654.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE GRANT OF EASEMENT DATED AS OF SEPTEMBER 27, 1994 AND RECORDED NOVEMBER 14, 1994 AS DOCUMENT NUMBER 3614217.

EXHIBIT B

Plan Set

**SHAOLIN KUNG FU UNIVERSAL, LLC
1682 BARCLAY BOULEVARD**

DRAFT

EXHIBIT C

Draft Minutes from June 17, 2026, Planning & Zoning Commission Meeting
SHAOLIN KUNG FU UNIVERSAL, LLC
1682 BARCLAY BOULEVARD

DRAFT

Shaolin Kung Fu Universal, LLC

1682 Barclay Boulevard
Buffalo Grove, IL 60089

Buffalo Grove Special Use Permit Exhibit B

- Site Maps and Location Description
- Parking Data and Business Narrative

AVAILABLE FOR LEASE

BUFFALO GROVE COMMERCE PARK

BARCLAY BLVD & APTAKISIC RD.
BUFFALO GROVE, ILLINOIS

OWNED & MANAGED BY



SL Industrial Partners

PROPERTY HIGHLIGHTS

- 2,100 - 7,400 SF flex/warehouse space
- 14' clear height
- Loading docks and drive-in doors
- Immediate occupancy
- Expansion potential within the complex
- Located in prestigious Arbor Creek Business Center
- Close proximity to I-94/I-294 4-way interchanges
- Low Lake County Taxes

One Oakbrook Terrace
Suite 400
Oakbrook Terrace, IL 60181
+1 630 932 1234

NAIHiffman



1682 Barclay Boulevard

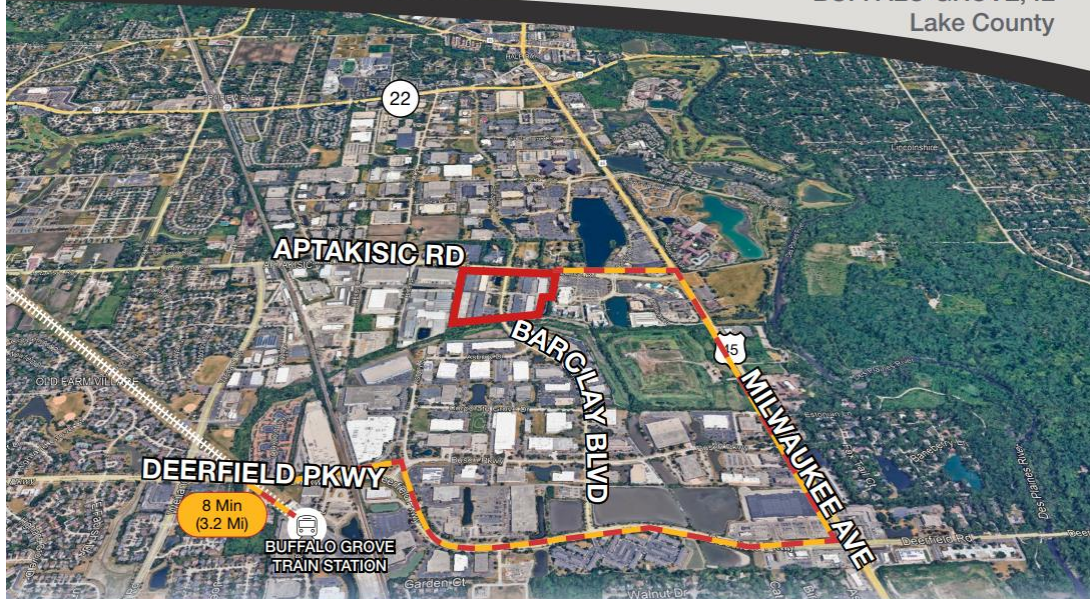


ARTICLE 1 - LEASE OF PREMISES

Section 1.01. Basic Lease Provisions and Definitions.

- (a) Building: a building totaling approximately 53,980 square feet located at 1670-1694 Barclay Boulevard, Buffalo Grove, IL 60089 (the “**Building**”).
- (b) Premises: approximately 2,700 square feet of the Building, known as Suite 1682 (the “**Premises**”), as more particularly shown on Exhibit A, attached hereto and made a part hereof.
- (c) Park: a business park which consists of 4 buildings totaling approximately 227,295 square feet, known as Buffalo Grove East
- (d) Tenant's Proportionate Share: 5.00% Source: Lease Agreement

BUFFALO GROVE, IL
Lake County



AVAILABLE: 2,100 SF - 7,400 SF
CLEAR HEIGHT: 14'
DOCKS & DIDS: Common Docks

O'HARE AIRPORT 24 Min (19 Miles)
 10 min to Deerfield exit
MILWAUKEE AVE 5 min to I-45



NAL Hiffman
 Commercial Real Estate Services, Worldwide

OWNED & MANAGED BY



SL Industrial Partners



One Oakbrook Terrace
Suite 400
Oakbrook Terrace, Illinois 60181
+1 630 932 1234

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FOR QUESTIONS PLEASE CONTACT

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Commercial Real Estate Services, Worldwide

1682 Barclay is in Building 1 Area

Parking Data and Business Narrative

The map is a detailed plat of a commercial development in Aptakisic, Illinois. It features four main parcels labeled 1, 2, 3, and 4. Parcel 1 is located in the upper left and is highlighted with a red border. It contains lot 1682, which is also highlighted with a red border. Parcel 2 is located in the upper right and contains lot 135.00. Parcel 3 is located in the lower left and contains lot 140.00. Parcel 4 is located in the lower right and contains lot 143.28. The map also shows a Rogers Centre for Commerce, which is a large building complex. The map includes various street names, including Aptakisic, Public Street, Blvd., and Barclay. It also shows various easements, including utility easements, drainage easements, and parking easements. The map is dated 11/17/2018 and includes a scale of 1" = 100'. The map is titled "PART OF PARCEL 2" and "RD.".

Source: Land Title Survey

Business Narrative

Narrative. Provided a brief narrative of the project, including all information pertinent to the project, including:

- a. General Business Description
- b. Hours of Operation
- c. Total Number of Employees
- d. Total Number of Parking Spaces Provided
- e. Expected improvements to be made to the site or interior of the building

About Shaolin Kung Fu Universal:

Shaolin Kung Fu Universal, LLC is a martial arts school that provides tai chi, kung fu, and self defense classes to students as young as 5 and as old as 100+ years old.

- Tai Chi classes teach a variety of hand forms, weapon forms and include qigong meditation, breathing and mindful meditation as part of every class. Target customers: Adults & Seniors.
- Kung Fu classes also teach a diverse number of hand forms as well as weapon forms such as staff, straight sword, broadsword, three section staff, chain whip, whip, spear, and many more. Shaolin kung fu has more than 100 forms and have a rich history going back centuries. Target customers: K – High School youth and adults.
- Self defense classes include punches, kicks and joint lock exercises as well as full body work outs. Target customers: K – High School youth and adults.

ZhongQin Shi Bio

Master ZhongQin Shi is the founder and master coach at Shaolin Kung Fu Universal. He has no employees.

Having been raised and trained in the Shaolin Temple in Henan, China since 7 years old, Master Shi is a 32nd generation disciple of a Shaolin Temple Abott and also the disciple of the internationally famed Grandmaster Shi De Yang. He is a former member of the Shaolin Warrior Reserve Force. He has over 20 years of teaching students of all ages in the U.S.

Master Shi believes in the potential of each individual, at every age, to cultivate their health and spirit through Shaolin Martial Arts.

Hours of Operations

- Mon – Fri, 10 AM – 2 PM, 4 PM – 10 PM
- Saturday and Sunday 9 AM – 9 PM

Total Number of Employees: 0. Master Shi is coach and business owner.

Total Number of Parking Spaces Provided: There are 75 parking spots in the Building 1 quadrant of the business park. There is no specific allocation of parking between the tenants. Per the lease agreement, the landlord reserves the right to determine if the parking lot is overburdened and take appropriate action with the tenants.

There are **no expected improvements** to be made to the site or interior of the building `

Parking Usage Data In Building Area 1

of cars parked

	Thurs 5/7/2026	Fri 5/8/2026	Sat 5/9/2026	Sun 5/10/2026	Mon 5/11/2026	Tue 5/12/2026	Wed 5/13/2026
9:00 AM				5			
10:30 AM			10				
11:30 AM				4	45	40	36
3:30 PM			7				
4:00 PM		5		3	18	19	
5:30 PM	6						
6:30 PM		7					

Building Area 1 has 75 parking spots available to tenants and their customers.

Above brief parking study indicates that the Area 1 parking lot is sparsely used.

Visual scan of parking usage throughout the other parts of the business park during above time frames also showed that the parking lot overall is not fully used.

Shaolin Kung Fu Universal - Hours of Operations:

- Senior tai chi classes, Mon – Fri, 10 AM – 2 PM
- Youth and adult kung fu, self defense and tai chi
 - Mon – Fri, 4 PM – 10 PM
 - Saturday and Sunday, 9 AM – 9 PM

Parking usage for Shaolin Kung Fu Universal classes are expected to be between 5 cars to no more than 20 cars per class. Average number of cars probably will be around 10 - 12 cars.

We expect younger children to be walked into the building by their parents, while older youth and adults should be able to walk safely into the building after parking. Some youth students will be dropped off while others may have parents who may choose to come in with their children and stay and watch the classes.

Traffic is very light as indicated by the number of cars we observed in the parking lot. In area 1, parking usage appears to be principally used by the tenants and their employees, not customers going in and out.

Current Tenants in Building Area 1

Tenants found in Area 1 of the business park.

Tenant Address	Tenant Name	Business Description. Source: Tenant Website	Hours of Operations
1670	Wagner	Provides holistic, high-end fire protection systems, focusing on early detection and prevention to safeguard critical infrastructure and business continuity. HQ in Germany	Not Listed on Internet
1674	Citrix Roofing	Combining modern technology with expertise and clear communication, we provide a fast and refreshingly simple roofing experience. Other companies use hard sell tactics and confusing quotes to try to pressure homeowners into purchasing – it's exhausting, confusing, and leaves families unsure of whom to trust. We do things differently! We'll send you a drone inspection video of your roof within 48 hours, thoroughly explaining what we've found and offering our honest recommendations.	Mon - Fri: 5:30 AM - 10 PM Sat - Sun: 9 AM - 5 PM
1678	GoPath Diagnostics	Cancer Diagnostics: With over five decades of combined experience, our expert pathologists and scientists provide cutting-edge testing and diagnostic resources from our state-of-the-art CAP-accredited, CLIA-certified molecular diagnostic laboratory. Whether we're partnering with oncology practices and hospitals to create strong testing programs and streamlined billing, empowering biopharma to develop precise, effective treatments, or inspiring patients to reclaim their autonomy, our mission is simple: to make the complex clear for EVERYONE.	Mon - Fri: 8 AM - 5 PM Sat - Sun: Closed
1680	Solano Factory Store	Family Owned: produce high-performance, professional-grade hair dryers often used for fast, efficient, and healthy hair drying	Mon - Fri: 9 AM - 5 PM Sat - Sun: Closed
1684	Lakeside Plumbing	Plumbing Services: Our family owned and operated plumbing company provides residential and commercial plumbing services	Mon - Fri: 6:30 AM - 5 PM Sat - Sun: Closed

Due to nature of tenants' business, it appears that parking usage is not heavy.

The existing tenants' hours of operations largely do not conflict with Shaolin Kung Fu Universal's Hours of Operations.

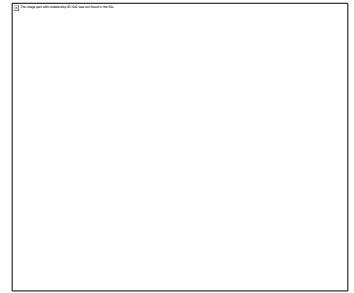
Shaolin Kung Fu Universal classes are held chiefly when other tenants are closed:

- Senior tai chi classes, Mon – Fri, 10 AM – 2 PM
- Youth and adult kung fu, self defense and tai chi
 - Mon – Fri, 4 PM – 10 PM
 - Saturday and Sunday, 9 AM – 9 PM

Community Development Department

50 Raupp Boulevard, Buffalo Grove, IL 60089

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



Special Use Standards

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

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

Response:

The special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

The special use will provide health and fitness through tai chi, kung fu, and self defense classes to students from 5 – 100+ years old.

Master Shi has been teaching for over 20 years in the U.S. During that time, no one has suffered any injuries in tai chi and no more than the rare pulled muscle in kung fu or self defense.

From our observation of the parking and traffic in the quadrant of the Commerce Park where 1682 Barclay is situated, parking is ample and there is little traffic. (Please see our week long parking study)

- We expect that classes will range between 10 – 20 students.
- Classes are largely held when other tenants are closed.
- Parking is lightly used in the 75 parking spots available in the Area 1 where 1682 Barclay is located. Some students will park and walk into the building. Others may be dropped off.
- Given our observation of the parking and light traffic in the Commerce Park, we believe our students will be able to enter and exit safely without causing any inconvenience or add congestion to the Park.

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

Response:

Shaolin Kung Fu Universal operations will be in harmony with the appropriate, orderly development of the district. (As stated above)

- We expect that classes will range between 10 – 20 students.
- Classes are largely held when other tenants are closed.
- Parking is lightly used in the 75 parking spots available in the Area 1 where 1682 Barclay is located. Some students will park and walk into the building. Others may be dropped off.
- Given our observation of the parking and light traffic in the Commerce Park, we believe our students will be able to enter and exit safely without causing any inconvenience or add congestion to the Park.



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

Response:

The special use is not expected to be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for purposes already permitted, not substantially diminish or impair other property valuations in the neighborhood.

Please see responses above in question 1 and 2.

Furthermore, Master Shi's students are respectful, disciplined and polite. We expect to be good neighbors.

4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;

Response:

Shaolin Kung Fu Universal is a martial arts school, with classes of an estimated 10 – 20 students. Classes are largely at times that run at different times than other tenants business hours. Its operations will not impede, substantially hinder or discourage the development and use of adjacent land and building.

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

Response:

Shaolin Kung Fu Universal is a martial arts school. Its utilities needs are low. Facilities provided are adequate. Mainly the school needs a well lit, large, open space; little else is needed.

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

Response:

As stated above and show in our brief, week-long parking study, the parking area is more than adequate for the special use. We found that at the busiest times with existing tenants, there is still almost 40 - 50% of the parking available. Looking at Shaolin Kung Fu Universal hours of operations, which mostly run counter to its neighbors in the Commerce Park, traffic hazard and congestions is not anticipated to be a problem.

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD
AT JEFFREY S. BRAIMAN COUNCIL CHAMBERS
FIFTY RAUPP BLVD, BUFFALO GROVE, IL 60089, WEDNESDAY, JUNE 17, 2026**

CALL TO ORDER

Acting Chairperson Davis called the meeting to order at 7:34 PM.

Roll call indicated the following were present: PZC Acting Chairperson Davis, PZC Commissioner Au, PZC Commissioner Moodhe, PZC Commissioner Schwartz, PZC Commissioner Gregory.

Also present were: Deputy Director of Community Development Michelle House, Principal Planner Andrew Binder, Village Attorney Patrick Brankin and Trustee Liaison Lester Ottenheimer.

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of a variation to the Village Zoning Ordinance, Section 17.40, to construct a covered front porch that would encroach into the side yard setback at 506 Windover Circle

Principal Planner Binder provided an overview of the request and indicated that staff is recommending approval.

Omar Gutiérrez, architect, was sworn in. He noted that this is one of four identical homes in the subdivision that share the same floor plan, and that the subject property is the only one without a covered front porch.

Com. Moodhe asked whether a variance had been granted when the home was originally constructed to account for the existing nonconforming encroachment.

Binder confirmed that no such record could be found.

Com. Moodhe further noted that granting the variation would bring the property into greater compliance going forward and would benefit the owners in future property transactions.

Binder confirmed.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Gregory made a motion for a positive recommendation to the Village Board to allow a Variation to Section 17.40.050 of the Buffalo Grove Zoning Ordinance to allow the proposed covered front porch addition to encroach into the required side yard setback at 506 Windover Circle, subject to the conditions in the Staff Report.

The motion was seconded by Com. Au.

Com. Moodhe stated that he was in favor of the motion, as the angle of the lot creates a unique situation with the side yard setback, and there is no neighbor to the subject side yard.

Com. Gregory stated that they also have a walkway between their house and the next-door neighbor's house, and the front porch would help get them into compliance, so he is also in favor of the motion.

Moved by Chad Gregory, seconded by Amy Au to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 5 Amy Au, Adam Moodhe, Jason Davis, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 4 Mitchell Weinstein, Neil Worlikar, Marc Spunt, Sujat Saxena
Motion declared Passed.

B. Consideration of a request for a Special Use for a non-academic school, classes, and instruction in the Industrial District at 1682 Barclay Boulevard

Deputy Community Development Director House provided an overview of the request and indicated that staff is recommending approval.

Master ZhongQin Shi and Sophia Tso, were sworn in. Tso noted that she was recording Master Shi's proceedings to share with family and friends back home in China. Master Shi introduced himself and noted that he has been teaching for over 10 years and will be a US Citizen soon. He identified himself as a 32nd-generation Shaolin Kung Fu Master.

Com. Au asked whether there are any similar businesses in the industrial park.

Binder responded that multiple similar uses in the industrial park were approved as Special Uses within the last 2 years.

Com. Au asked businesses are within the same building as the proposed use.

House responded that the Petitioner provided an overview of some of the existing businesses and all of them are typical industrial uses that end their business operations by 5pm.

Com. Moodhe asked about parking the ally behind the building and if staff will be parking behind the building.

Tso stated that their is parking spaces behind the building, but noted that the only employee will be Master Shi.

Com. Gregory asked about the parking requirements for the Special Use as the staff report notes that 1 space is required per student.

Binder confirmed that there was an error in the staff report; it should indicate one parking space for every three students. He noted that, while a dance studio analogy

was cited, there is no specific parking category for martial arts or non-academic uses. The staff confirmed that the standard for dance studios was applied in this case.

Com. Schwartz asked if most students are dropped off or is there parents viewing of the classes.

Tso stated that some parents like to do the drop off and some parents like to watch. If they are younger, parents like to stay. If they are older, parents will likely drop them off.

Acting Chairperson Davis asked if the other building parking area can be used for overflow parking as well.

Tso confirmed and walked through which areas will be used for overflow parking if needed.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Gregory made a motion to make a positive recommendation to the Village Board to allow a Special Use for a non-academic school, classes, and instruction in the Industrial District at 1682 Barclay Boulevard, subject to conditions in the Village Staff Report.

The motion was seconded by Com. Moodhe.

Com. Moodhe expressed support for the motion, noting that there have been no complaints about this type of use in the industrial district and that class-based uses of this type are increasingly common in industrial zones and represent a practical and compatible use of available space.

Moved by Chad Gregory, seconded by Adam Moodhe to recommend approval. Upon roll call, Trustees voted as follows:

AYES: 5 Amy Au, Adam Moodhe, Jason Davis, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 4 Mitchell Weinstein, Neil Worlikar, Marc Spunt, Sujat Saxena

Motion declared Passed.

C. **Consideration of approval of an amendment to the sign plan approved by Planned Unit Development Ordinance No. 2013-032, as amended by Ord. 2017-025, along with Sign Variations to allow the installation of a second wall sign on the south elevation of the building at 350 McHenry Road**

Principal Planner Binder provided an overview of the request and indicated that staff is recommending approval.

Frank Lambert, from Sharpen Up the permit expediter, and Lucky Strike

representative Jay Gordon, were sworn in. Lambert gave an overview of the request.

Com. Moodhe questioned the business history and how they got to Lucky Strike.

Gordon discussed Brunswick's building acquisition and how Lucky Strike took over Bowlero in 2023.

Com. Moodhe asked about the food operation.

Gordon gave an update on the restaurant and food options at Lucky Strike.

Com. Au asked if there is any size changes from the old signs to the new signs.

Lambert stated that the new signs will be smaller than the existing Bowlero signs, but similar.

Acting Chairperson Davis asked about the condition established under the 2017 ordinance requiring sign dimming after 10:00 PM on the east and south elevations, which would remain in effect with the new signage.

Gordon confirmed that it will stay in place.

Acting Chairperson Davis stated that it will be a condition of the permit.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Gregory made a motion to make a positive recommendation to the Village Board to allow an Amendment to the Planned Development and sign package approved by Ordinance 2013-032, as amended by Ordinance 2017-025, with Sign Variations for Lucky Strike at 350 McHenry Road, subject to the conditions in the Staff Report.

The motion was seconded by Com. Schwartz.

Com. Moodhe expressed his support about Lucky Strike remaining and investing in Buffalo Grove, noting it complements the Clove's vision by adding an entertainment and a dining experience.

Moved by Chad Gregory, seconded by Don Schwartz to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 5 Amy Au, Adam Moodhe, Jason Davis, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 4 Mitchell Weinstein, Neil Worlikar, Marc Spunt, Sujat Saxena
Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

None.

B. Approval of Minutes

1. Approval of Minutes of the June 3, 2026, Planning and Zoning Commission Meeting

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

AYES: 5 Amy Au, Adam Moodhe, Jason Davis, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 4 Mitchell Weinstein, Neil Worlikar, Marc Spunt, Sujat Saxena
Motion declared Passed.

C. Chairperson's Report

None.

D. Committee and Liaison Reports

Com. Moodhe briefly referenced a recent amendment to a planned unit development related to a tenant change from Amazon Fresh to Whole Foods at the Clove, noting that modifications to the approved square footage necessitated an amendment to the relevant ordinance to allow the project to proceed, including a fulfillment component for the broader store network.

E. Staff Report/Future Agenda Schedule

Binder announced that the July 1, 2026, Planning and Zoning Commission meeting would be canceled. He indicated that the meeting on July 15, 2026, is anticipated, with potential agenda items but not yet finalized, and that commissioners would be notified accordingly.

F. Public Comments and Questions

All comments will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Planning and Zoning Commission business and not on the regular agenda for discussion.

Stephen Oller, a resident of the Crossing Subdivision, addressed the Commission, informing them that the neighboring village of Long Grove is advancing a plan for a daycare facility that would connect two driveways onto Freemont Way that is located within Buffalo Grove. Mr. Oller noted that he had forwarded an email to Planner Binder containing links to the Long Grove plan illustrating the proposed driveway locations.

ADJOURNMENT

The meeting was adjourned at 8:24 pm.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026

AGENDA ITEM 9.a. O-2026-70

Ordinance Authorizing the Village Manager to execute a Memorandum of Understanding Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter Association, Local 3177, IAFF.

Contacts

Liaison: Trustee Richards

Staff: Kathryn Golbach

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the Village Manager to execute a Memorandum of Understanding between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter Association, Local 3177, IAFF.

Summary

Background

The Village and the Buffalo Grove Professional Firefighter Association, Local 3177, IAFF ("Union"), are parties to a Collective Bargaining Agreement (CBA) with the current agreement running from May 1, 2025, through April 30, 2030. Section 6.6 of the CBA governs Acting Lieutenant ("ALT") assignments, which allows qualified Firefighter/Paramedics to temporarily fill in for Lieutenant and be compensated at a higher acting rate. Past practice has been to allow all members who pass the Lieutenant's promotional exam and complete the ALT program to serve as ALTs.

Analysis

The 2027 Lieutenant's promotional exam is expected to produce a significantly larger eligible ALT pool than in past cycles — potentially more than 20 members. Both the Village and the Union agree that a pool that large would leave individual ALTs without enough acting opportunities to build and maintain the on-the-job experience needed to safely perform the duties of a Lieutenant. The attached MOU addresses this by temporarily capping and structuring the ALT pool for the life of the 2027 eligibility list only. Key items of the MOU are:

- ALT pool is capped at 12 individuals on the Lieutenant promotional list.

- Members who reach the ALT pool but haven't yet completed the ALT program hold their spot, but cannot act up until they finish the program.
- Vacancies due to promotion, retirement, separation, etc. are backfilled by the next highest ranking member on the active promotional list.
- Acting pay rates under section 6.6 are otherwise unchanged.
- Effective on full execution and solely tied to the Fire Lieutenant eligibility list effective July 7, 2027, and expires when the list expires, unless parties extend it in writing.

Financial Impact

This MOU does not change ALT pay rates or eligibility criteria and is not expected to have a direct budgetary impact as the MOU addresses the size and shift distribution of the acting pool during a period when the eligibility pool would otherwise be unusually large.

Next Steps

Staff recommends approval of the attached ordinance and MOU authorizing the Village Manager to execute the MOU with the Union regarding the ALT selection process.

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Principle 4: High Performing Village Team

Goal

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

File Attachments

1. DRAFT Ordinance - 2026 ALTs MOU
2. ALT_MOU_Side_Letter_Final (1)





ORDINANCE 2026-xxx

AN ORDINANCE AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF BUFFALO GROVE AND THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER ASSOCIATION, LOCAL 3177, IAFF.

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

WHEREAS the Village and the Buffalo Grove Professional Firefighter Association, Local 3177, IAFF (“Union”), are parties to a Collective Bargaining Agreement (“CBA”) with a term of May 1, 2025 to April 30, 2030; and

WHEREAS Section 6.6 of the CBA governs the temporary assignment of employees to serve as Acting Lieutenants (“ALTs”) within the Fire Department; and

WHEREAS the upcoming 2027 Lieutenant’s promotional examination is anticipated to produce a substantially larger pool of eligible ALTs than in prior testing cycles, potentially exceeding twenty (20) members, which the Parties agree would not afford sufficient acting opportunities to develop and maintain the on-the-job experience necessary to safely and effectively perform Lieutenant duties; and

WHEREAS the Village and the Union have negotiated a Memorandum of Understanding (“MOU”) temporarily modifying the ALT selection process under Section 6.6 of the CBA, including limiting the ALT pool to the top twelve (12) individuals on the Lieutenant promotional list, distributed evenly across the Department’s three shifts, for the duration of the Fire Lieutenant eligibility list effective July 7, 2027.

WHEREAS the MOU expressly does not amend, modify, or supersede any other provision of the CBA, operates solely as a limited-duration side letter, and automatically expires upon the expiration, replacement, or supersession of the July 7, 2027 Fire Lieutenant eligibility list, unless extended in writing by mutual agreement of the parties.

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

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

SECTION 2. The Village Manager is authorized to execute the Memorandum of Understanding between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter Association, Local 3177, IAFF, temporarily modifying Section 6.6 of the Collective Bargaining Agreement.

SECTION 3. 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: _____, 2026
APPROVED: _____, 2026
PUBLISHED: _____, 2026

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Village of Buffalo Grove (“Village” or “Employer”) and the Buffalo Grove Professional Firefighter Association, Local 3177, IAFF (“Union”), collectively referred to as the “Parties.”

WHEREAS, the Parties are signatories to a Collective Bargaining Agreement (“CBA”) with a term of May 1, 2025 to April 30, 2030.

WHEREAS, Section 6.6 of the CBA (Temporary Assignment to a Higher Position) governs the use of Acting Lieutenants (“ALTs”) within the Fire Department; and

WHEREAS, the Parties acknowledge that the past practice has been to allow all members who pass the Lieutenant’s promotional examination and successfully complete the ALT program to serve as ALTs when a Lieutenant is off duty; and

WHEREAS, the upcoming 2027 Lieutenant’s promotional examination is anticipated to result in a substantially larger pool of eligible ALTs than in prior testing cycles, potentially exceeding twenty (20) members; and

WHEREAS, the Parties recognize that an ALT pool of this size would not afford each ALT a sufficient number of acting opportunities during the year to develop and maintain the on-the-job experience necessary to safely and effectively perform the duties of a Lieutenant; and

WHEREAS, neither side relinquishes its position as to whether or not the number of members assigned to serve as ALTs is a mandatory subject of bargaining; ; and

WHEREAS, without waiver of any rights, the Parties wish to modify the existing ALT selection process; and agree as follows:

1. The Parties wish to temporarily modify Section 6.6 as set forth below:

Section 6.6 Temporary Assignment to Higher Level Position.

When an employee, at the direction of the Village, is assigned to perform the duties position of Acting Lieutenant or Acting Shift Commander that employee will be compensated at a rate equal to the step which provides a five percent (5%) or ten (10) step increase above the top pay of their current rank using the Village of Buffalo Grove Salary Administration Plan.

In situations where Firefighter/Paramedics are assigned to fill in for a Lieutenant who is performing other duties in the Village, they will be paid Acting Lieutenant pay after a minimum of three (3) consecutive hours worked in the capacity of Acting Lieutenant in any twenty-four (24) hour period. This Section shall not apply to callbacks or Special Duty assignments.

The ALT list shall be limited to the top twelve (12) individuals on the Lieutenant Promotion list. A member designated as an ALT who has not yet completed the ALT program shall retain their position within the twelve (12)-member ALT pool but shall not be eligible to act up as a Lieutenant until they have successfully completed the ALT program. Upon completion, the member shall enter the regular acting rotation on their assigned shift along with the other ALTs.

The twelve (12) ALTs shall be distributed evenly among the Department's three (3) shifts, with four (4) ALTs assigned per shift.

Shift assignments for ALTs may be adjusted as operationally necessary to maintain the four-per-shift distribution, including in the event of vacancy, transfer, retirement, separation, extended leave, or other circumstance affecting ALT availability on a given shift. Such shift changes shall be made in accordance with applicable provisions of the CBA and Department policy.

In the event a position within the twelve (12)-member ALT pool becomes vacant during the term of this MOU due to promotion, retirement, separation, voluntary withdrawal, or other reason, the next-highest-ranked member on the active Lieutenant's promotional list shall be designated as an ALT to fill the vacancy and shall be assigned to a shift. If the member filling the vacancy has not yet completed the ALT program, they shall retain their position within the twelve (12)-member ALT pool but shall not be eligible to act up as a Lieutenant until they have successfully completed the ALT program. Upon completion, the member shall enter the regular acting rotation on their assigned shift along with the other ALTs.

2. This MOU shall not be cited or used as evidence of the status quo in any respect, past practice, waiver, or precedent in any future negotiation, grievance, arbitration, or other proceeding, except for purposes of enforcing this MOU during its term. Upon expiration,

the prior past practice shall be deemed reinstated unless the Parties agree otherwise in writing.

3. Except as expressly provided in this MOU, all terms and conditions of the CBA shall remain in full force and effect. This MOU does not amend, modify, or supersede any other provision of the CBA, and is intended to operate solely as a side letter limited in scope and duration as set forth herein. Nothing in this MOU shall be construed as a waiver of any right or obligation, including but not limited to, under the CBA or the Illinois Public Labor Relations Act, except to the limited extent and for the limited duration set forth herein. In the event of any conflict between this MOU and the CBA during the term of this MOU, this MOU shall control as to the specific subject matter addressed herein, and the CBA shall control in all other respects.

4. This MOU shall become effective on full execution and shall apply solely for the duration of the Fire Lieutenant eligibility list, which is effective July 7, 2027. This MOU shall automatically expire and be of no further force or effect upon the expiration, replacement, or supersession of that eligibility list, unless otherwise extended in writing by mutual agreement of the parties.

5. Upon expiration of this MOU, Section 6.6 of the CBA shall be administered in accordance with its terms and the past practice in effect immediately prior to the execution of this MOU, unless the Parties have otherwise agreed in writing or have incorporated different terms into a successor CBA.

6. Either Party may, upon not less than sixty (60) days' written notice to the other, request to reopen this MOU for the purpose of negotiating modifications. Such reopener shall not, by itself, terminate this MOU prior to the Sunset Date.

7. Disputes about the meaning, interpretation, or application of Paragraph 1 of this MOU shall be subject to the grievance and arbitration procedures set forth in the CBA.

8. This MOU, together with the CBA, constitutes the entire agreement between the Parties with respect to the subject matter addressed herein and supersedes any prior or contemporaneous understandings, whether oral or written, on this specific subject during the term of this MOU. This MOU may be amended only by a written instrument signed by authorized representatives of both Parties.

9. Each signatory below represents that they are duly authorized to execute this MOU on behalf of the Party for whom they sign. This MOU shall be effective upon execution by both Parties, subject to ratification by the Union membership and approval by the Village Board of Trustees, if and to the extent required.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the dates set forth below.

Village of Buffalo Grove, Illinois

By: _____ Date: _____

Dane C. Bragg, Village Manager

IAFF Local 3177

By: _____ Date: _____

Alfredo Caballero, Local 3177 President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026

AGENDA ITEM 9.b. O-2026-71

Ordinance Approving An Amendment to the Planned Development and Sign Variations for Lucky Strike at 350 McHenry Road

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving An amendment to the Planned Development, and Sign Variations for Lucky Strike at 350 McHenry Road.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Memo - Lucky Strike - 350 McHenry Rd
2. DRAFT Ordinance - 350 McHenry Rd - Lucky Strike
3. DRAFT Ordinance - Exhibit B. Plan Set
4. DRAFT Ordinance - Exhibit C. Draft PZC Minutes - June 17, 2026

DATE: July 15, 2026

TO: Village Manager Dane Bragg

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

SUBJECT: 43 McHenry Road - An amendment to the Planned Development, and Sign Variations for Lucky Strike at 350 McHenry Road

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting an amendment to the Planned Development and unified sign package approved by Ordinance No. 2013-032, as amended by Ordinance No. 2017-025, with Sign Variations for Lucky Strike at 350 McHenry Road, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

As part of a national corporate rebranding effort, the Bowlero bowling alley at 350 McHenry Road will be rebranded as Lucky Strike. This initiative includes replacing the bowling alley's signage and painting the building. Such changes require amendments to the PUD as well as variations to the Sign Code.



Figure 1: Property & Proposed Signage

As the Lucky Strike property did not become part of the Clove Redevelopment Project and PUD 2022, it remains governed by the Town Center PUD that was established several decades ago. This PUD has been subsequently amended, including ordinances adopted in 2013 and 2017 that approved the bowling alley's building and its signage with variations. The building's elevations were further amended in 2024 through a minor amendment approved administratively.

Signage

The petitioner is proposing to replace the three existing wall signs: one on the east elevation along McHenry Road, and two on the south elevation at the main tenant entrance. The two "Lucky Strike" signs are channel letters and the one "Bowl" is a panel sign. This proposal requires an amendment to the sign plan under Ordinance No. 2017-025 and still requires the two sign variations that were previously approved under that ordinance: to allow more than two wall signs and allow more than one wall sign on south elevation, which does not face a public right-of-way. The proposed signs are smaller in area than the existing signs and meet all other applicable sign code requirements.



Figure 2: Existing (Top Image) vs Proposed (Bottom Image) Signage and Elevations

In addition to wall signs, Lucky Strike will also reface its existing monument sign and add tenant panel signs to the Clove Monument signs to align with its new corporate standards. Both of these signs comply with sign code.

Elevations

To complement the new signage, Lucky Strike will repaint the blue accent on the building with red to match its corporate standards. This color change will also coordinate well with the adjacent signage for businesses in the northern portion of the Clove development.



Figure 3: Existing vs Proposed Monument Signage

PUBLIC HEARING COMMENTS

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

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of an Ordinance granting an amendment to the Planned Development and unified sign package approved by Ordinance No. 2013-032, as amended by Ordinance No. 2017-025, with Sign Variations for Lucky Strike at 350 McHenry Road, subject to the following conditions:

1. The proposed signage shall be installed in substantial conformance with the plans and documents submitted as part of the plan set.
2. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.



ORDINANCE 2026-xxx

AN ORDINANCE APPROVING AN AMENDMENT TO THE PLANNED DEVELOPMENT APPROVED BY ORDINANCE NO. 2013-032, AS AMENDED BY ORDINANCE NO. 2017-025, AND SIGN VARIATIONS FOR LUCKY STRIKE AT 350 MCHENRY ROAD

Lucky Strike
350 McHenry Road

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

WHEREAS 350 McHenry Road, Buffalo Grove, IL ("Property") is a 4.23-acre site in the B-5 Town Center Business District which is currently improved with a stand-alone family entertainment center and is hereinafter legally described in Exhibit A; and,

WHEREAS, BW Bowling Properties LP, a Delaware limited partnership, is the owner of the Property; and,

WHEREAS, Volkan Signs & Lighting, Inc ("Petitioner") has filed a petition on behalf of BW Bowling Properties LP, to allow for wall signs on the east and south elevations of the building at 350 McHenry Road, and is requesting the following approvals:

1. An Amendment to the Planned Unit Development and uniform sign package approved by Ordinance No. 2013-032, as amended by Ordinance 2017-025; and,
2. The following Variations from the Village of Buffalo Grove Sign Code:
 - a. A variation from Section 14.16. to allow more than two wall signs on the building;
 - b. A variation from Section 14.16. to allow wall signs on the South Elevation that does not face a public right-of-way;
3. Building façade colors of the existing building.

WHEREAS the Planning & Zoning Commission held a public hearing on June 17, 2026, concerning the request for approval of an amendment to the Planned Development and unified sign package approved by Ordinance No. 2013-032, as amended by Ordinance No. 2017-025, with Sign Variations; and

WHEREAS the Planning & Zoning Commission made findings and determined that the testimony and exhibits presented by the Petitioner at the public hearing satisfy the standards for Planned Unit Developments as set forth in the Buffalo Grove Zoning Ordinance, and satisfy the standards for Sign Variations as set forth in the Buffalo Grove Sign Ordinance, as described in the minutes attached as Exhibit C; and

WHEREAS the Planning & Zoning Commission voted 5-0 to recommend approval of an amendment to the Planned Development and unified sign package approved by Ordinance No. 2013-032, as amended by Ordinance No. 2017-025, with Sign Variations; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the amendment to the Planned Development and unified sign package approved by Ordinance No. 2013-032, as amended by Ordinance No. 2017-025, with Sign Variations are reasonable and will serve the best interests of the Village; and

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

- | | |
|-----------|---|
| EXHIBIT A | Legal Description of the Property |
| EXHIBIT B | Plan Set |
| EXHIBIT C | Draft Minutes from June 17, 2026 Planning & Zoning Commission Meeting |

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

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

SECTION 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the an Amendment to the Planned Development and sign package approved by Ordinance 2013-032, as amended by Ordinance 2017-025, with Sign Variations for Lucky Strike at 350 McHenry Road, subject to the following conditions:

1. The proposed signage and proposed façade colors shall be installed in substantial conformance with the plans and documents submitted as part of the plan set.
2. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.
3. The lighting condition established in the 2017 approval shall remain in full force and effect. Specifically, the sign located furthest east along the south elevation of the building shall continue to maintain an adjustable dimming mechanism. The brightness of this sign shall be reduced after 10:00 p.m. each day to minimize light spillover into the adjacent residential neighborhood, in a manner deemed acceptable to the Village.

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: _____, 2026
APPROVED: _____, 2026
PUBLISHED: _____, 2026

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT

EXHIBIT A

Legal Description

**LUCKY STRIKE
350 McHenry Road**

SUBJECT PROPERTY COMMON ADDRESS: 350 McHenry Road

PARCEL INDEX NUMBERS: 15-33-304-161

LEGAL DESCRIPTION:

LOT 2 IN BUFFALO GROVE TOWN CENTER UNIT 8, BEING A RESUBDIVISION OF LOT 2 IN BUFFALO GROVE TOWN CENTER UNIT 5, IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED JULY 24, 1998 AS DOCUMENT NO. 4173676, IN LAKE COUNTY ILLINOIS.

EXHIBIT B

Plan Set
LUCKY STRIKE
350 McHenry Road

DRAFT

EXHIBIT C

Draft Minutes from June 17, 2026, Planning & Zoning Commission Meeting

LUCKY STRIKE

350 McHenry Road

DRAFT

Narrative Statement

Property Information:

Address: 350 McHenry Road, Buffalo Grove, IL 60089

Existing zoning: B3 Planned Business Center, Commercial Building

Current use: Commercial - bowling, arcades

Requested Variance:

We are requesting a second sign on the primary (south) façade of the building. This sign is an existing cabinet, and we would like to reface to reflect the colors of the new brand.

Sign code limits to one sign per façade. We are code compliant on other sides of the building.

Justification of Hardship:

The second sign is placed over a second entrance and is used for increased visibility and wayfinding, especially to customers entering from the east side of the parking lot and during inclement weather.

Impact Statement:

The sign is existing and will be updated with a new face to reflect the new brand colors. It will not impact the surrounding neighborhoods.

April 6, 2026

Village of Buffalo Grove, IL

Re: Signage Permit/Variance Lucky Strike, 350 McHenry Road, Buffalo Grove, IL

To Whom it May Concern,

This letter is to provide a detailed description of the scope of work planned for the exterior of the Lucky Strike center to be completed simultaneously.

Paint

- The current blue paint scheme will be updated and refreshed as per the document submitted with our application. The blue paint will be painted red, and no blue paint shall remain on the exterior of this building at the completion of the project.

Signage

- All Bowlero signs will be removed and replaced with Lucky Strike illuminated channel letter signs as per the document submitted with our application. We understand the signage code and have designed all brand signs to be compliant with this code. All electrical is existing and will be used to illuminate new signs.
- We are requesting a 2nd sign be added to the primary façade which is a reface of the existing BOWL cabinet sign, changing it from white with blue letters to white with red letters. We understand this request is under review for a variance.
- Additionally, all tenant directory Bowlero signs will be replaced with Lucky Strike signs – black background with white letters, consistent with other tenants on all 4 monument signs (each is 2 sided).

Please advise if you have questions or require additional documentation.

Sincerely,

Vivian Lefebvre, Senior Project Manager, AGI

Community Development Department

50 Raupp Boulevard, Buffalo Grove, IL 60089

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



Planned Unit Development (PUD) Standards

In addition to the special use standards, all planned unit developments shall meet the following (5) general standards:

1. Have the minimum areas as set forth in [Section 17.16.060](#).

Response:

Meets the minimum

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

Response:

This will not effect the surrounding neighborhood

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

Response:

This does not impact preservation of any of the surrounding areas

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

Response:

All signs meet the established requirements. One additional sign is requested on the front façade; we are applying for a variance.

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

Response:

This will not impact any other development.

Special Use Standards

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

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

Response:

The proposed special use will serve the public convenience by providing a needed and appropriate service at a well-established commercial location along McHenry Road. The subject property is situated within a designated commercial corridor and is supported by existing infrastructure, including adequate roadway access, utilities, and parking, making it suitable for the proposed use.

The establishment, maintenance, and operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The use will comply with all applicable Village codes and regulations, including building, fire, and life-safety requirements. Operational characteristics such as traffic, noise, lighting, and hours of operation will be managed to ensure compatibility with surrounding properties.

Furthermore, the proposed use is consistent with the character of the area, which includes a mix of commercial and entertainment uses, and will contribute positively to the local economy while maintaining a safe and well-functioning environment for the community.

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

Response:

The location and size of the proposed special use are appropriate for the subject property and are consistent with the established development pattern along the McHenry Road commercial corridor. The property consists of a large, fully developed commercial site with an existing building and supporting infrastructure that can accommodate the proposed use without the need for significant expansion or alteration.

The nature and intensity of the operation are compatible with surrounding uses, which include a mix of retail, dining, and entertainment establishments. The proposed use is of a similar scale and operational character, ensuring that it will not introduce any adverse impacts or disruptions to the area.

The size of the subject property is sufficient to support the use, including adequate parking, internal circulation, and access points. The site has direct frontage and access to a major arterial roadway, providing efficient ingress and egress while minimizing impacts on local streets.

Overall, the proposed special use is in harmony with the orderly development of the district and is consistent with the intended commercial character of the area.

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

Response:

The proposed special use will not be injurious to the use and enjoyment of other properties in the immediate vicinity, as it is consistent with the existing commercial character of the area. The surrounding properties are developed with similar retail, dining, and entertainment uses, and the proposed operation aligns with the scale and function of these established uses.

The use will be conducted in a manner that minimizes potential impacts such as noise, lighting, traffic, and hours of operation. All activities will comply with applicable Village codes and regulations to ensure compatibility with neighboring properties and to maintain a safe and comfortable environment.

Furthermore, the proposed special use is not expected to diminish or impair property values in the neighborhood. On the contrary, it will contribute to the continued economic vitality of the area by supporting an active commercial corridor, enhancing the attractiveness of the district, and reinforcing the viability of surrounding businesses.

4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;

Response:

Confirming – this request will not impact development of adjacent land or buildings.

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

Response:

Confirming that there are adequate utilities, access road, drainage, etc. This request will not impact these.

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

Response:

Confirming that we meet all requirements and this request will not have any impact.

Sign Variation Standards

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

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

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

Response:

The subject property is an existing large-scale entertainment and commercial center with multiple facades, multiple points of vehicular access, and a secondary entrance condition that differs from a typical commercial building within the Village. The proposed signage is associated with an existing entertainment use and largely reuses existing sign locations previously approved for Bowlero. Strict application of the sign code would create unnecessary hardship by limiting adequate visibility and wayfinding for the rebranded tenant within the existing shopping center configuration.

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

Response:

The proposed signage will not be materially detrimental to surrounding property owners as the request primarily consists of rebranding and modernization of existing signage locations for an established commercial entertainment use. The proposed signs are professionally designed, appropriately scaled for the building, and compatible with the surrounding commercial corridor.

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

Response:

The subject property contains a unique large-format entertainment use within an existing planned commercial center and includes multiple building elevations, extensive frontage visibility, and existing sign conditions previously approved through prior entitlement actions. These conditions are not generally applicable to typical commercial properties within the Village.

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

Response:

The requested variation is consistent with the intent and purpose of the Sign Code by allowing coordinated, professionally designed signage that improves tenant identification, customer wayfinding, and overall site aesthetics while maintaining compatibility with the surrounding commercial environment.

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

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

Response:

The proposed signage package consists of professionally designed, cohesive branding elements utilizing modern materials, coordinated colors, and high-quality architectural integration. The signage improves the overall appearance of the property and presents a cleaner and more contemporary visual identity for the center.

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

Response:

The subject property is part of an existing planned commercial development containing established landscaping, parking lot screening, pedestrian circulation, and maintained common areas throughout the site. The proposed signage improvements do not negatively impact the existing landscaped conditions.



BRANDBOOK

LUCKY X STRIKE

Lucky Strike Buffalo Grove #802
350 McHenry Road,
Buffalo Grove, IL 60089

Revision: R06
01-27-2026

2655 International Parkway
Virginia Beach, VA 23452
757.427.1900
Toll Free: 800.877.7868
www.AGI.net



REVISIONS

Lucky Strike Buffalo Grove #802

REV #	DATE	DESCRIPTION OF CHANGE	DESIGNER
R01	04-22-2025	E01 - Change color of sign E02 - Update Dimensions E04 - Change to black box LUC-TD-CUS - All changed to logo LUC-54-SDI changed to LUC-21-HDI	CT
R02	04-30-2025	Page numbers added PT01 updated to PT02 throughout E01 changed to red w/ keyline E03 updated to horizontal logo	CT
R03	05-06-2025	Color on E04 border corrected	CT
R04	05-14-2025	E03 to change to keylined version	CT
R05	09-30-2025		RK
R06	01-27-2026	Paint changes as requested	RK



LOCATION
Lucky Strike Buffalo Grove,
350 McHenry Road, Buffalo Grove,
IL 60089
DESIGNER: RK **DATE:** 04/02/25 **REVISION DATE:** 01-27-2026

PROJECT MANAGER
Vivian Lefebvre

CUSTOMER APPROVAL

Print Name _____ **Title** _____
Signature _____ **Date** _____

- ☐ **Approved**
☐ **Approved as Noted**
☐ **Revise & Resubmit**

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EXTERIOR SIGN LIST		
SIGN #	SIGN CODE	DESCRIPTION
E01	LUC-50-HK	CHANNEL LETTERS - LINEAR, KEYLINED, FACE-LIT, DARK BACKGROUND - WHITE LETTERS NO KEYLINE; X IS RED W/ KEYLINE
E02	LUC-84-XK	CHANNEL LETTER 'X' - KEYLINED, DARK BACKGROUND
	ALT: LUC-CUS	REFACE BOWL SIGN
E03	LUC-48-HK	CHANNEL LETTERS W/ KEYLINE
E04	LUC-GS-CUS	REFACE MONUMENT SIGN FACE - DOUBLE SIDED
E05	LUC-TD-CUS	REFACE TENANT SIGN PANEL FACE - DOUBLE SIDED
E06	LUC-TD-CUS	REFACE TENANT SIGN PANEL FACE - DOUBLE SIDED
E07	LUC-TD-CUS	REFACE TENANT SIGN PANEL FACE - DOUBLE SIDED
E08	LUC-TD-CUS	REFACE TENANT SIGN PANEL FACE - DOUBLE SIDED



LOCATION
Lucky Strike Buffalo Grove,
350 McHenry Road, Buffalo Grove,
IL 60089
DESIGNER: RK DATE: 04/02/25

PROJECT MANAGER
Vivian Lefebvre

REVISION DATE: 01-27-2026

CUSTOMER APPROVAL

Print Name	Title
Signature	Date

- ☐ Approved
- ☐ Approved as Noted
- ☐ Revise & Resubmit

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SOUTH ELEVATION

Lucky Strike Buffalo Grove #802



EXISTING

EXTERIOR SIGN LIST		
SIGN #	SIGN CODE	DESCRIPTION
E01	LUC-50-HK	CHANNEL LETTERS - LINEAR, KEYLINED, FACE-LIT, DARK BACKGROUND - WHITE LETTERS NO KEYLINE; X IS RED W/ KEYLINE
E02	LUC-CUS	REFACE BOWL SIGN

PAINT LIST		
PAINT #	COLOR CODE	DESCRIPTION
PT01	SW 7583	WILD CURRANT
PT02	SW 6868	REAL RED



RECOMMENDED

LUCKY X STRIKE	LOCATION Lucky Strike Buffalo Grove, 350 McHenry Road, Buffalo Grove, IL 60089	PROJECT MANAGER Vivian Lefebvre	CUSTOMER APPROVAL		☐ Approved ☐ Approved as Noted ☐ Revise & Resubmit	This document is the sole property of AGI. manufacturing, reproduction, use and sale rights regarding the same are expressly forbidden. It is subject under a confidential relationship, for a special purpose, and the recipient, by accepting this document assumes custody and agrees that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any purpose for which it was tendered, nor any special features peculiar to this design to be		4
	DESIGNER: RK	DATE: 04/02/25	REVISION DATE: 01-27-2026	Print Name _____ Title _____				
				Signature _____ Date _____				

EAST ELEVATION

Lucky Strike Buffalo Grove #802



EXISTING

EXTERIOR SIGN LIST		
SIGN #	SIGN CODE	DESCRIPTION
E03	LUC-48-HK	CHANNEL LETTERS W/ KEYLINE

PAINT LIST		
PAINT #	COLOR CODE	DESCRIPTION
PT01	SW 7583	WILD CURRANT
PT02	SW 6868	REAL RED



RECOMMENDED



LOCATION
Lucky Strike Buffalo Grove,
350 McHenry Road, Buffalo Grove,
IL 60089
DESIGNER: RK DATE: 04/02/25 REVISION DATE: 01-27-2026

PROJECT MANAGER
Vivian Lefebvre

REVISION DATE: 01-27-2026

CUSTOMER APPROVAL

Print Name _____ Title _____
Signature _____ Date _____

- ☐ Approved
- ☐ Approved as Noted
- ☐ Revise & Resubmit

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NORTH ELEVATION

Lucky Strike Buffalo Grove #802



EXISTING

PAINT LIST		
PAINT #	COLOR CODE	DESCRIPTION
PT01	SW 7583	WILD CURRANT
PT02	SW 6868	REAL RED



RECOMMENDED

LUCKY X STRIKE	LOCATION Lucky Strike Buffalo Grove, 350 McHenry Road, Buffalo Grove, IL 60089	PROJECT MANAGER Vivian Lefebvre	CUSTOMER APPROVAL		☐ Approved ☐ Approved as Noted ☐ Revise & Resubmit	This document is the sole property of AGI. manufacturing, reproduction, use and sale rights regarding the same are expressly forbidden. It is subject under a confidential relationship, for a special purpose, and the recipient, by accepting this document assumes custody and agrees that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any purpose for which it was tendered, nor any special features peculiar to this design to be		6
	DESIGNER: RK	DATE: 04/02/25	REVISION DATE: 01-27-2026	Print Name _____ Title _____				
				Signature _____ Date _____				



EXISTING

PAINT LIST		
PAINT #	COLOR CODE	DESCRIPTION
PT01	SW 7583	WILD CURRANT
PT02	SW 6868	REAL RED



RECOMMENDED



LOCATION
Lucky Strike Buffalo Grove,
350 McHenry Road, Buffalo Grove,
IL 60089
DESIGNER: RK DATE: 04/02/25 REVISION DATE: 01-27-2026

PROJECT MANAGER
Vivian Lefebvre

SIGNATURE _____
DATE _____

CUSTOMER APPROVAL

Print Name _____ Title _____

Signature _____ Date _____

☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit

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CHANNEL LETTERS - LINEAR, KEYLINED, FACE-LIT, DARK BACK-GROUND

DETAILS

Dimensions:
Height: 4' 2"
Width: 27' 2 1/2"
SqFt: 113.37

Quantity: 01

Illumination: Internal

Electrical Requirements:
Voltage - 120/277V

Power Supply - 12V remote power supply

Wiring - Low voltage with 1/2" liquid-tight conduit to power supply

Installation: Requires owner supplied 120V power within 5' of transformer box

Specification:
'LUCKY STRIKE'
Face Illuminated
Flush Mount
'X' -
Face Illuminated and Halo-Lit
Mounted with 2 1/2" Standoffs from Fascia

- Notes:
- PM to specify interior or exterior application prior to fabrication.
 - PM to specify optional external disconnect switch prior to fabrication.
 - Shop to provide touch up paint for installer.
 - Patch and paint scope to be detailed based on current exterior conditions & recommended sign placement.



EXISTING



RECOMMENDED



LOCATION
Lucky Strike Buffalo Grove,
350 McHenry Road, Buffalo Grove,
IL 60089
DESIGNER: RK DATE: 04/02/25

PROJECT MANAGER
Vivian Lefebvre
REVISION DATE: 01-27-2026

CUSTOMER APPROVAL

Print Name	Title
Signature	Date

- ☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit

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REFACE CABINET SIFN

DETAILS

Dimensions:
Height: 4'8"
Width: 18'0"
SqFt: 84'-0" sq

Quantity: 01

Illumination: Internal

Electrical Requirements:
Voltage - 120/277V

Power Supply - 12V remote power supply

Wiring - Low voltage with 1/2" liquid-tight conduit to power supply

Installation: Requires owner supplied 120V power within 5' of transformer box

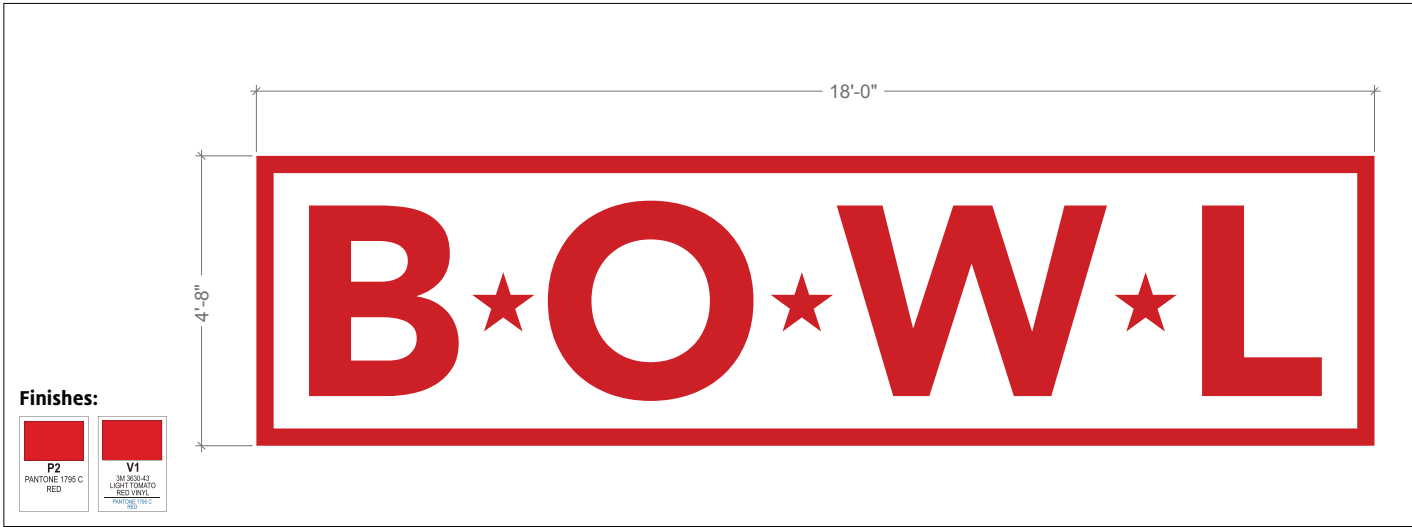
- Notes:
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LOCATION
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DESIGNER: RK DATE: 04/02/25

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CHANNEL LETTERS W/ KEYLINE

DETAILS

Dimensions:

Height: 4'
Width: 26' 1 1/4"
SqFt: 104.4

Quantity: 01

Illumination: Internal

Electrical Requirements:

Voltage - 120/277V

Power Supply - 12V remote power supply

Wiring - Low voltage with 1/2" liquid-tight conduit to power supply

Installation: Requires owner supplied 120V power within 5' of transformer box

Specification:

'LUCKY STRIKE'
Face Illuminated
Flush Mount
'X' -
Face Illuminated and Halo-Lit
Mounted with 2 1/2" Standoffs from Fascia

Notes:

1. PM to specify interior or exterior application prior to fabrication.
2. PM to specify optional external disconnect switch prior to fabrication.
3. Shop to provide touch up paint for installer.
4. Patch and paint scope to be detailed based on current exterior conditions & recommended sign placement.



EXISTING



RECOMMENDED



Finishes:



LOCATION
Lucky Strike Buffalo Grove,
350 McHenry Road, Buffalo Grove,
IL 60089
DESIGNER: RK DATE: 04/02/25 REVISION DATE: 01-27-2026

PROJECT MANAGER
Vivian Lefebvre

CUSTOMER APPROVAL

Print Name _____ Title _____
Signature _____ Date _____

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REFACE MONUMENT SIGN FACE - DOUBLE SIDED

DETAILS

Dimensions:
Height: 5'
Width: 5' 3"
SqFt: 26.25

Quantity: 01 - Double-Sided

Illumination: Internal

Electrical Requirements:
Voltage - 120/277V

Power Supply - 12V remote power supply

Wiring - Low voltage with 1/2" liquid-tight conduit to power supply

Installation: Requires owner supplied 120V power within 5' of transformer box

Specification:
'LUCKY STRIKE' -
Face Illuminated
Flush Mount

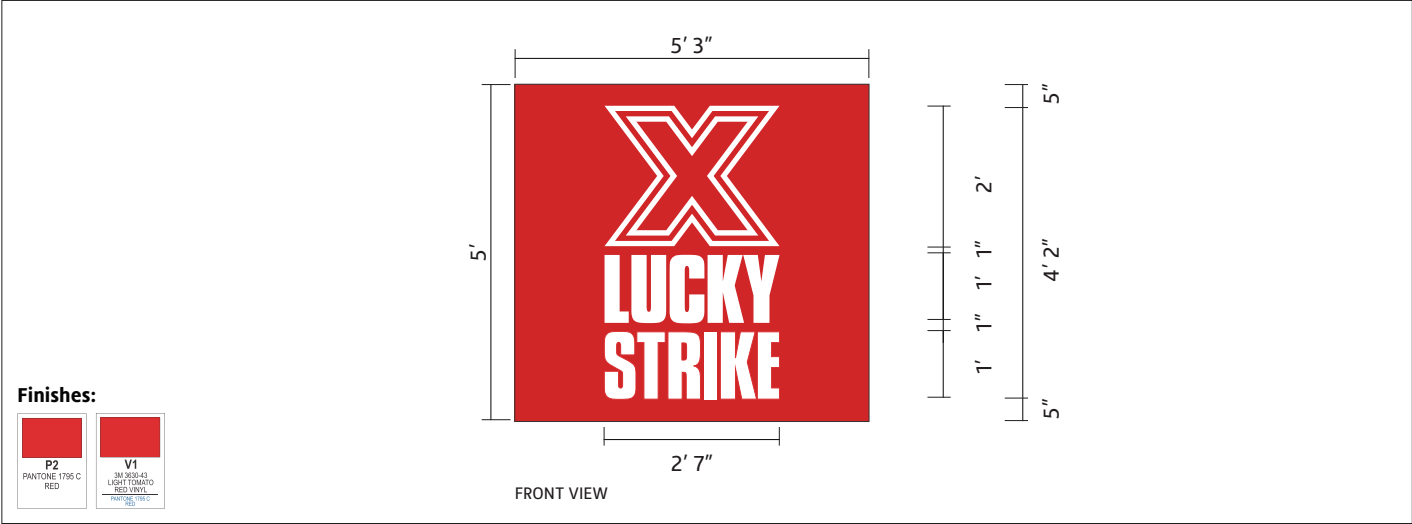
- Notes:**
1. PM to specify interior or exterior application prior to fabrication.
 2. PM to specify optional external disconnect switch prior to fabrication.
 3. Shop to provide touch up paint for installer.



EXISTING



RECOMMENDED



LOCATION
Lucky Strike Buffalo Grove,
350 McHenry Road, Buffalo Grove,
IL 60089
DESIGNER: RK **DATE:** 04/02/25 **REVISION DATE:** 01-27-2026

PROJECT MANAGER
Vivian Lefebvre

CUSTOMER APPROVAL

Print Name	Title
Signature	Date

☐ Approved
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☐ Revise & Resubmit

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REFACE TENANT SIGN PANEL FACE - DOUBLE SIDED

DETAILS

Dimensions:
Height: 14'
Width: 2' 10"
SqFt: 39.6

Quantity: 01 - Double-Sided

Illumination: Non-Illuminated

Electrical Requirements:
N/A

Specification:
'LUCKY STRIKE' -
Non-Illuminated
Flush Mount

- Notes:
- 1. PM to specify interior or exterior application prior to fabrication.
 - 2. PM to specify optional external disconnect switch prior to fabrication.
 - 3. Shop to provide touch up paint for installer.
 - 4. Patch and paint scope to be detailed based on current exterior conditions & recommended sign placement.



EXISTING



RECOMMENDED



LOCATION
Lucky Strike Buffalo Grove,
350 McHenry Road, Buffalo Grove,
IL 60089
DESIGNER: RK DATE: 04/02/25

PROJECT MANAGER
Vivian Lefebvre
REVISION DATE: 01-27-2026

CUSTOMER APPROVAL

Print Name _____ Title _____
Signature _____ Date _____

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REFACE TENANT SIGN PANEL FACE - DOUBLE SIDED

DETAILS

Dimensions:
Height: 1' 4"
Width: 6' 11"
SqFt: 9.17

Quantity: 01 - Double-Sided

Illumination: Non-Illuminated

Electrical Requirements:
N/A

Specification:
'LUCKY STRIKE' -
Non-Illuminated
Flush Mount

- Notes:
- 1. PM to specify interior or exterior application prior to fabrication.
 - 2. PM to specify optional external disconnect switch prior to fabrication.
 - 3. Shop to provide touch up paint for installer.
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EXISTING



RECOMMENDED



FRONT VIEW

Finishes: TBC
PROVIDED BY CLIENT



LOCATION
Lucky Strike Buffalo Grove,
350 McHenry Road, Buffalo Grove,
IL 60089
DESIGNER: RK DATE: 04/02/25

PROJECT MANAGER
Vivian Lefebvre
REVISION DATE: 01-27-2026

CUSTOMER APPROVAL

Print Name _____ Title _____
Signature _____ Date _____

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REFACE TENANT SIGN PANEL FACE - DOUBLE SIDED

DETAILS

Dimensions:
Height: 2' 10"
Width: 14'
SqFt: 39.6

Quantity: 01 - Double-Sided

Illumination: Non-Illuminated

Electrical Requirements:
N/A

Specification:
'LUCKY STRIKE' -
Non-Illuminated
Flush Mount

- Notes:
1. PM to specify interior or exterior application prior to fabrication.
 2. PM to specify optional external disconnect switch prior to fabrication.
 3. Shop to provide touch up paint for installer.
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EXISTING



RECOMMENDED



Finishes: TBC
PROVIDED BY CLIENT

FRONT VIEW



LOCATION
Lucky Strike Buffalo Grove,
350 McHenry Road, Buffalo Grove,
IL 60089
DESIGNER: RK DATE: 04/02/25

PROJECT MANAGER
Vivian Lefebvre
REVISION DATE: 01-27-2026

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REFACE TENANT SIGN PANEL FACE - DOUBLE SIDED

DETAILS

Dimensions:
Height: 1' 4"
Width: 6' 11"
SqFt: 9.2

Quantity: 01 - Double-Sided

Illumination: Non-Illuminated

Electrical Requirements:
N/A

Specification:
'LUCKY STRIKE' -
Non-Illuminated
Flush Mount

- Notes:
- 1. PM to specify interior or exterior application prior to fabrication.
 - 2. PM to specify optional external disconnect switch prior to fabrication.
 - 3. Shop to provide touch up paint for installer.
 - 4. Patch and paint scope to be detailed based on current exterior conditions & recommended sign placement.



EXISTING



RECOMMENDED



Finishes: TBC
PROVIDED BY CLIENT



LOCATION
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IL 60089
DESIGNER: RK DATE: 04/02/25

PROJECT MANAGER
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REVISION DATE: 01-27-2026

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LOCATION
Lucky Strike Buffalo Grove,
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IL 60089
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PROJECT MANAGER
Vivian Lefebvre

CUSTOMER APPROVAL

Print Name _____ Title _____
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**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD
AT JEFFREY S. BRAIMAN COUNCIL CHAMBERS
FIFTY RAUPP BLVD, BUFFALO GROVE, IL 60089, WEDNESDAY, JUNE 17, 2026**

CALL TO ORDER

Acting Chairperson Davis called the meeting to order at 7:34 PM.

Roll call indicated the following were present: PZC Acting Chairperson Davis, PZC Commissioner Au, PZC Commissioner Moodhe, PZC Commissioner Schwartz, PZC Commissioner Gregory.

Also present were: Deputy Director of Community Development Michelle House, Principal Planner Andrew Binder, Village Attorney Patrick Brankin and Trustee Liaison Lester Ottenheimer.

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of a variation to the Village Zoning Ordinance, Section 17.40, to construct a covered front porch that would encroach into the side yard setback at 506 Windover Circle

Principal Planner Binder provided an overview of the request and indicated that staff is recommending approval.

Omar Gutiérrez, architect, was sworn in. He noted that this is one of four identical homes in the subdivision that share the same floor plan, and that the subject property is the only one without a covered front porch.

Com. Moodhe asked whether a variance had been granted when the home was originally constructed to account for the existing nonconforming encroachment.

Binder confirmed that no such record could be found.

Com. Moodhe further noted that granting the variation would bring the property into greater compliance going forward and would benefit the owners in future property transactions.

Binder confirmed.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Gregory made a motion for a positive recommendation to the Village Board to allow a Variation to Section 17.40.050 of the Buffalo Grove Zoning Ordinance to allow the proposed covered front porch addition to encroach into the required side yard setback at 506 Windover Circle, subject to the conditions in the Staff Report.

The motion was seconded by Com. Au.

Com. Moodhe stated that he was in favor of the motion, as the angle of the lot creates a unique situation with the side yard setback, and there is no neighbor to the subject side yard.

Com. Gregory stated that they also have a walkway between their house and the next-door neighbor's house, and the front porch would help get them into compliance, so he is also in favor of the motion.

Moved by Chad Gregory, seconded by Amy Au to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 5 Amy Au, Adam Moodhe, Jason Davis, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 4 Mitchell Weinstein, Neil Worlikar, Marc Spunt, Sujat Saxena
Motion declared Passed.

B. Consideration of a request for a Special Use for a non-academic school, classes, and instruction in the Industrial District at 1682 Barclay Boulevard

Deputy Community Development Director House provided an overview of the request and indicated that staff is recommending approval.

Master ZhongQin Shi and Sophia Tso, were sworn in. Tso noted that she was recording Master Shi's proceedings to share with family and friends back home in China. Master Shi introduced himself and noted that he has been teaching for over 10 years and will be a US Citizen soon. He identified himself as a 32nd-generation Shaolin Kung Fu Master.

Com. Au asked whether there are any similar businesses in the industrial park.

Binder responded that multiple similar uses in the industrial park were approved as Special Uses within the last 2 years.

Com. Au asked businesses are within the same building as the proposed use.

House responded that the Petitioner provided an overview of some of the existing businesses and all of them are typical industrial uses that end their business operations by 5pm.

Com. Moodhe asked about parking the ally behind the building and if staff will be parking behind the building.

Tso stated that their is parking spaces behind the building, but noted that the only employee will be Master Shi.

Com. Gregory asked about the parking requirements for the Special Use as the staff report notes that 1 space is required per student.

Binder confirmed that there was an error in the staff report; it should indicate one parking space for every three students. He noted that, while a dance studio analogy

was cited, there is no specific parking category for martial arts or non-academic uses. The staff confirmed that the standard for dance studios was applied in this case.

Com. Schwartz asked if most students are dropped off or is there parents viewing of the classes.

Tso stated that some parents like to do the drop off and some parents like to watch. If they are younger, parents like to stay. If they are older, parents will likely drop them off.

Acting Chairperson Davis asked if the other building parking area can be used for overflow parking as well.

Tso confirmed and walked through which areas will be used for overflow parking if needed.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Gregory made a motion to make a positive recommendation to the Village Board to allow a Special Use for a non-academic school, classes, and instruction in the Industrial District at 1682 Barclay Boulevard, subject to conditions in the Village Staff Report.

The motion was seconded by Com. Moodhe.

Com. Moodhe expressed support for the motion, noting that there have been no complaints about this type of use in the industrial district and that class-based uses of this type are increasingly common in industrial zones and represent a practical and compatible use of available space.

Moved by Chad Gregory, seconded by Adam Moodhe to recommend approval. Upon roll call, Trustees voted as follows:

AYES: 5 Amy Au, Adam Moodhe, Jason Davis, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 4 Mitchell Weinstein, Neil Worlikar, Marc Spunt, Sujat Saxena

Motion declared Passed.

C. Consideration of approval of an amendment to the sign plan approved by Planned Unit Development Ordinance No. 2013-032, as amended by Ord. 2017-025, along with Sign Variations to allow the installation of a second wall sign on the south elevation of the building at 350 McHenry Road

Principal Planner Binder provided an overview of the request and indicated that staff is recommending approval.

Frank Lambert, from Sharpen Up the permit expediter, and Lucky Strike

representative Jay Gordon, were sworn in. Lambert gave an overview of the request.

Com. Moodhe questioned the business history and how they got to Lucky Strike.

Gordon discussed Brunswick's building acquisition and how Lucky Strike took over Bowlero in 2023.

Com. Moodhe asked about the food operation.

Gordon gave an update on the restaurant and food options at Lucky Strike.

Com. Au asked if there is any size changes from the old signs to the new signs.

Lambert stated that the new signs will be smaller than the existing Bowlero signs, but similar.

Acting Chairperson Davis asked about the condition established under the 2017 ordinance requiring sign dimming after 10:00 PM on the east and south elevations, which would remain in effect with the new signage.

Gordon confirmed that it will stay in place.

Acting Chairperson Davis stated that it will be a condition of the permit.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Gregory made a motion to make a positive recommendation to the Village Board to allow an Amendment to the Planned Development and sign package approved by Ordinance 2013-032, as amended by Ordinance 2017-025, with Sign Variations for Lucky Strike at 350 McHenry Road, subject to the conditions in the Staff Report.

The motion was seconded by Com. Schwartz.

Com. Moodhe expressed his support about Lucky Strike remaining and investing in Buffalo Grove, noting it complements the Clove's vision by adding an entertainment and a dining experience.

Moved by Chad Gregory, seconded by Don Schwartz to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 5 Amy Au, Adam Moodhe, Jason Davis, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 4 Mitchell Weinstein, Neil Worlikar, Marc Spunt, Sujat Saxena
Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

None.

B. Approval of Minutes

1. Approval of Minutes of the June 3, 2026, Planning and Zoning Commission Meeting

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

AYES: 5 Amy Au, Adam Moodhe, Jason Davis, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 4 Mitchell Weinstein, Neil Worlikar, Marc Spunt, Sujat Saxena
Motion declared Passed.

C. Chairperson's Report

None.

D. Committee and Liaison Reports

Com. Moodhe briefly referenced a recent amendment to a planned unit development related to a tenant change from Amazon Fresh to Whole Foods at the Clove, noting that modifications to the approved square footage necessitated an amendment to the relevant ordinance to allow the project to proceed, including a fulfillment component for the broader store network.

E. Staff Report/Future Agenda Schedule

Binder announced that the July 1, 2026, Planning and Zoning Commission meeting would be canceled. He indicated that the meeting on July 15, 2026, is anticipated, with potential agenda items but not yet finalized, and that commissioners would be notified accordingly.

F. Public Comments and Questions

All comments will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Planning and Zoning Commission business and not on the regular agenda for discussion.

Stephen Oller, a resident of the Crossing Subdivision, addressed the Commission, informing them that the neighboring village of Long Grove is advancing a plan for a daycare facility that would connect two driveways onto Freemont Way that is located within Buffalo Grove. Mr. Oller noted that he had forwarded an email to Planner Binder containing links to the Long Grove plan illustrating the proposed driveway locations.

ADJOURNMENT

The meeting was adjourned at 8:24 pm.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026

AGENDA ITEM 9.c. O-2026-72

Ordinance Authorizing the execution of a contract with Burke, LLC for the construction management of the designer-led design-build Gateway Signage Project

Contacts

Liaison: Trustee Weidenfeld

Staff: Molly Gillespie, Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the ordinance authorizing the execution of a contract with Burke, LLC for the construction management of the designer-led design-build Gateway Signage Project

Summary

See attached memo.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 7: Builds Our Community

Goal

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

1. Memo - Gateway Signs CM DB Burke, LLC Contract
2. DRAFT Ordinance - Burke, LLC Contract Gateway Signs
3. Contract CM DB Burke, LLC Gateway Signs
4. 2026.06.30 Status Summary of CBBEL PSA



MEMORANDUM

DATE: July 15, 2026

TO: Village President Eric Smith and Trustees

FROM: Molly Gillespie, Director of Communications and Engagement
Briget Schwab, P.E., Village Engineer

SUBJECT: Gateway Signs Construction Management Design-Build Contract with Burke, LLC

RECOMMENDATION

Staff recommends approval of a Construction Management contract with Burke, LLC, in the amount of \$748,040 for the design-build delivery of the Village's Gateway Signage Initiative. The agreement establishes a Guaranteed Maximum Price (GMP) for the fabrication and installation of ten gateway signs, with construction phased over the 2026 and 2027 construction seasons.

BACKGROUND

The Gateway Signage Initiative is a key implementation project of the Village's community brand adopted by the Village Board in January 2024. In 2025, staff entered into a Professional Service Agreement (O-2025-059) with Christopher B. Burke Engineering, Ltd. (CBBEL) to complete a feasibility study to develop gateway sign concepts, evaluate locations, and complete engineering plans and specifications for two locations. However, at the conclusion of preliminary work it became apparent that moving to a design-build delivery approach would improve cost and schedule efficiency.



In recent months, staff worked with CBBEL to simplify the sign design, reduce the overall sign height from 15 feet to 10 feet, and reduce the number of proposed gateway locations from 12 to 10 in order to maximize community impact while remaining fiscally responsible. Those refinements, together with detailed construction pricing obtained through the design-build process, established the scope reflected in the proposed agreement.

ANALYSIS

The proposed agreement utilizes a Construction Manager at Risk (CMAR) delivery method, allowing Burke, LLC, a legal entity of CBBEL, will serve as the Village's single point of responsibility for design coordination, subcontractor procurement, fabrication, permitting, easement coordination, construction management, and project delivery under a Guaranteed Maximum Price. Burke, LLC will competitively procure subcontractors while managing all phases of the work and assuming responsibility for delivering the completed project within the established budget.

The contract includes ending the existing agreement with CBBEL and entering into a new contract with Burke, LLC who will coordinate the final design, specifications, permitting, easements and ultimately construction of all ten gateway sign locations identified in the Village's implementation plan. Construction will occur in two phases, with five priority replacement locations planned for 2026 and a sixth location in 2026 if feasible, with the remaining locations completed in 2027. Advancing the full agreement now allows permitting, easement acquisition, procurement of long-lead materials, and final design coordination to begin immediately for all location to reduce schedule risk and improve overall project efficiency.

The locations targeted for 2026 include:

- Arlington Heights Road (southern limits)
- Lake Cook Road at Arlington Heights Road (western limits)
- Lake Cook Road (eastern limits)
- Half Day Road (eastern limits)
- Buffalo Grove Road at Port Clinton Road (northern limits)
- If feasible: Dundee Road (eastern limits)

These locations were prioritized based on constructability, permitting considerations, existing easements and readiness for construction.

Remaining locations include:

- Dundee Road (western limits)
- Deerfield Parkway at Milwaukee Avenue
- Aptakisic Road at Weiland Road
- Half Day Road (western limits)

FINANCIAL IMPACT

The proposed contract establishes a Guaranteed Maximum Price of \$748,040 for the complete ten-sign Gateway Signage Initiative.

Funding currently available through the 2026 Capital Improvement Program, together with remaining funds under the existing CBBEL engineering contract, is sufficient to complete the 2026 phase of the project, including up to six priority gateway sign locations.

Completion of the remaining gateway sign locations will require an additional appropriation through the FY2027 Capital Improvement Program. Because the Guaranteed Maximum Price is established through this agreement, the Village will benefit from cost certainty while allowing the project to be implemented over two construction seasons.

NEXT STEPS

Following Board approval, Burke, LLC will immediately begin final design coordination, agency permitting, easement acquisition, subcontractor procurement and fabrication activities. Construction of the first five to six gateway signs is anticipated to begin following completion of permitting, with substantial completion of the 2026 phase occurring during the current construction season, subject to agency review timelines.

Planning, permitting and procurement activities for the remaining gateway sign locations will continue concurrently to position the Village for construction during the 2027 construction season, contingent upon approval of FY2027 Capital Improvement Program funding.

APPENDICES

- a. DRAFT Ordinance Burke, LLC Contract Gateway Signs
- b. Contract with Burke, LLC. for Designer-led Design Build Project
- c. 2026.06.30 Status Summary of CBBEL Contract



ORDINANCE 2026-xxx

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT WITH BURKE, LLC FOR THE CONSTRUCTION MANAGEMENT OF THE DESIGNER-LED DESIGN-BUILD GATEWAY SIGNAGE PROJECT

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

WHEREAS the Village seeks to enter into a contract with Burke, LLC for the Construction Management of the Designer-Led Design-Build Gateway Signage Project; and

WHEREAS when fully executed, this Contract shall supersede the current Professional Services Agreement with Christopher B. Burke Engineering, LTD for the Gateway Signs (0-2025-059),

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

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

SECTION 2. The Village President is authorized to execute a contract attached herein with Burke, LLC for the Construction Management of a Designer-Led Design-Build Project for the Gateway Signage Project at a price not to exceed \$748,040, pending attorney review.

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.

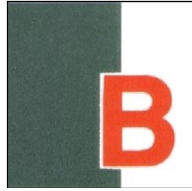
AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2026
APPROVED: _____, 2026
PUBLISHED: _____, 2026

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Buffalo Grove, Illinois
50 Raupp Blvd
Buffalo Grove, IL 60089

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road Suite
600
Rosemont, IL 60018-4920

PROJECT: Buffalo Grove Gateway Signage

CONTRACT DATE: July_____, 2026

GUARANTEED MAXIMUM
PRICE: **\$748,040.00**

COMPLETION DATE: June 30, 2027

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.

1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager. The Owner, Engineer and Construction Manager had previously jointly entered into a Price and Schedule Guarantee for the Project. When fully executed, this Contract shall supersede the Owner's and Construction Manager's obligations in the Price and Schedule Guarantee, which merges into this Contract and is no longer separately enforceable.

ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

- .1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
- .2 This Contract;
- .3 Gateway Exhibit Plans by Christopher B. Burke Engineering, Ltd. including any Addenda thereto.
- .5 Village of Buffalo Grove Standard Certifications
 - a. Business Organization
 - b. Certification of Eligibility
 - c. Equal Employment Opportunity
 - d. Illinois Prevailing Wage Act
 - e. Contractor's Certification
 - f. Apprenticeship and Training Program Certification

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

2.2 Day. A "Day" shall mean one calendar day.

2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.

2.4 Owner. The Owner for the purposes of this Contract is the Village of Buffalo Grove, Illinois, an Illinois municipal corporation.

2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

2.7 Substantial Completion. The Owner shall determine substantial completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.

2.8 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.9 The Work. The Work consists of all the construction, procurement, and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the attached exhibits. This includes a turnkey project delivery covering the demolition of existing signs, fabrication, delivery, foundation construction, electrical work, restoration, permitting, and easements required to complete the work at the sites listed below with construction split between this year and 2027.

- Site #1 Arlington Heights Road
- Site #2 Dundee Road (east)
- Site #3 Dundee Road (west)
- Site #4 Lake Cook Road at Arlington Heights Road
- Site #6A Lake Cook Road
- Site #9 Milwaukee and Deerfield Pkwy
- Site #10 Aptakisic Road and Weiland Road
- Site #11 Half Day Road (east)
- Site #12 Buffalo Grove Road and Port Clinton Road

The included memorandum identifies Sites 1, 4, 6A, 11, and 12 as the proposed 2026 priority sites. Site 2 may also be advanced to 2026, if feasible.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items, design, and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.

3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply

with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work. Construction Manager is responsible for the performance of all design, design management, construction, and construction management services, and providing all facilities, supplies, material, equipment, tools, and labor, necessary to complete the Work described in and reasonably inferable from the plans and specifications.

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.

3.4 Coordination and Communication Plan. N/A

3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

3.6 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

3.7 Permits. The Construction Manager shall assist the Owner in securing the permits necessary for construction of the Project.

3.8 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

Construction Manager shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury or loss to other property at the site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, foundations and foundation tiebacks and utilities not designated for removal, relocation or replacement in the

course of construction, as well as the Work and materials and equipment on site to be incorporated into the Work.

Construction Manager assumes direct liability for all damages to private property arising from the execution of the Work by the Construction Manager or any of its Subcontractors, and agrees to promptly resolve all claims directly with the property owners.

Construction Manager agrees that Owner has the right at any time or times to withhold from any payment that may be or become due Construction Manager such amount as may reasonably appear necessary to compensate the Owner for any claims by adjacent landowner for property damage arising from the execution of the Work, and to defend and hold Owner harmless from such claims.

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and obtain permission for all work on private property. The Owner, with input from the construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

3.9 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.

3.10 Hazardous Materials. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site of the Work by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the Construction Manager's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Construction Manager's written notice, the Construction Manager will be permitted to continue to suspend performance of the Construction Manager's services in the affected area provided, however, that Construction Manager shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Construction Manager suspends services to longer than 21 days, the Owner may terminate this Agreement, and the Construction Manager shall be compensated for services performed prior to the suspension of Construction Manager's services. Under no circumstances, unless required by law, shall the Construction Manager report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Construction Manager, subcontractor or anyone for whose acts they may be liable.

3.11 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems required or specified by the Owner.

3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) and all other claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to the negligent or willful acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner, their officials, agents and employees for their own negligent acts or omissions. The terms of this indemnification shall survive completion or termination of this Contract. Construction Manager shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract.

3.14 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Construction Manger will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

3.15 Selection of Labor. The Construction Manager shall comply with all Illinois statutes pertaining to the selection of labor.

3.16 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.17 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, martial status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the

Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

3.18 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.19 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.20 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

If requested, the Construction Manager and each subcontractor shall provide to the Owner, the certified payroll as required by the Prevailing Wage Act. The Construction

Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

- 3.21 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.
- 3.22 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.
- 3.23 Certifications. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.
- 3.24 Field Office. The Construction Manager shall obtain a field office within the Village's corporate limits for the duration of the project. The field office will be for the exclusive use of the Construction Manager and its Subcontractors.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the

Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.
- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 Two-Year Warranty. The Construction Manager warrants that all work performed hereunder shall be of good workmanship and the materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of two years therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:

- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
 - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Owner's Public Works Director who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Public Works Director shall not have authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Public Works Director and authorized by a due and proper vote of the Village Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before July 24, 2026. A delay in the Owner's execution of this Contract which

postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.

7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the completion date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract. The completion date is based on the assumption that permits will be issued by no later than September 30, 2026. Any permitting delays which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.

7.3.1 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

7.3.2 Inclement Weather. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.

7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;

- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

- 7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner, that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that pursuant to paragraph 11.2 that the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

- 8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

1. The Guaranteed Maximum Price is based on the following scope of work as depicted in the exhibits prepared by Christopher B. Burke Engineering, Ltd. including any Addenda thereto.
2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.

3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:

- .1 The site will drain entirely by gravity.
- .2 Hazardous materials are not present at the site.
- .3 Reasonable time has been allotted for acquiring permits from involved agencies. Durations to acquire permits are beyond the Contractor's control.
- .4 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

8.2 Compensation. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.

8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1)

progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.

- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 - .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.

- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Except with the Owner's prior approval, payments to the Construction Manager and Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation and Withholding of Payments due to Subcontractor Notice Received. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;
- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.
- (D) Owner may, after having served written notice to the Construction Manager either pay unpaid bills, of which Owner has written notice, direct, or withhold from Construction Manager's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon

payment to Construction Manager shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon Owner to the Construction Manager. In paying any unpaid bills of Construction Manager, Owner shall be deemed the agent of Construction Manager and any payment so made by Owner, shall be considered as payment made under the Contract by OWNER to Construction Manager and OWNER shall not be liable to Construction Manager for any such payment made in good faith.

Construction Manager agrees that all payments made by the OWNER shall be applied to the payment or reimbursement of the costs with respect to which they were paid, and not to any pre-existing or unrelated debt between Construction Manager and OWNER or between the Construction Manager and any subcontractors or suppliers.

- 8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)
- 8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.
- 8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.
- .1 The amount of the final payment shall be calculated as follows:
- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.
- .2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due to the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.
- .2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt

of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

- .3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term "Cost of the Work" shall mean all costs incurred by the Construction Manager and the cost of professional services in the proper performance of the Work. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 Costs of materials and equipment incorporated in the completed construction.

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

- .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.
- .4 Costs of other materials and equipment, temporary facilities and related items.
 - .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
 - .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- .5 Miscellaneous costs.
 - .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
 - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
 - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
 - .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.

- .5 Expenses and time incurred investigating potential changes in the Work.
- .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.
- .7 Data processing costs related to the Work.
- .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .9 Legal, and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
- .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
- .7 Emergencies and repairs to damaged or nonconforming work.
 - .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.
- 8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.
 - .1 The Cost of the Work shall not include professional services or the following:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.

- .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
 - .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.
 - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.

8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:

- .1 Defective work not remedied;
- .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
- .3 Failure to make payments to subcontractors for labor, materials or equipment;

- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
- .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Contract Time shall be equitably adjusted.

9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.

- 9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Contractor's Insurance. The Construction Manager and each of its Subcontractors shall provide insurance as outlined in the attached "Insurance Requirements" document provided by the Village of Buffalo Grove. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:
- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
 - .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
 - .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
 - .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
 - .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
 - .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
 - .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
 - .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.
- 10.2 The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000

Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

Worker's Compensation & Employer's Liability

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

Commercial Umbrella/Excess Liability

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Professional Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

- 10.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

- 10.4 Primary Insurance. The Commercial General Liability and Automobile Liability Insurance policies required under this contract shall be endorsed to include, as additional insured, the OWNER, its elected and appointed officials, officers and employees, and owners of property where the Work is to be completed. Prior to the

commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer. Construction Manager shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those required of Construction Manager by this Article, including, but not limited to, naming the OWNER as an additional insured for liability arising out of the subcontractor's work.

- 10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manager shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.
- 10.6 Reserved.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional

services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

- 10.10 Performance and Payment Guarantee. In lieu of the Village not requiring payment and performance bonds by the Construction Manager pursuant to 30 ILCS 550/1, et. seq, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

ARTICLE 11 - TERMINATION

- 11.1 By the Construction Manager. Upon seven (7) days written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:

- .1 If the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Contract;
- .2 if the Work is suspended by the Owner for thirty (30) days;
- .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
- .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner all damages allowed under Illinois law. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

- 11.2 By the Owner for Cause. If the Construction Manager fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Additionally, upon seven (7) days written notice to the Construction Manager and the Construction

Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.

11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, both parties must agree to initiate binding arbitration as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.

12.2 Arbitration. Except as provided in this paragraph, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, one arbitrator, administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Owner may elect, at its exclusive option, to file a lawsuit by rather than arbitration with regard to amounts due Owner of \$10,000 or less and \$200,000 or more and to enforce equitable remedies such as injunctive relief and mechanic lien rights. In the event of such election, each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.

In the event of arbitration or litigation of this Contract between Owner and Construction Manager, the non-prevailing party shall pay all attorneys' fees and expenses incurred by prevailing party, as determined by the Arbiter or judge in connection with the respective arbitration or litigation.

Until final resolution of any dispute hereunder, Construction Manager shall diligently proceed with the performance of this Contract as directed by Owner.

12.3 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement or court judgment entered resolving the dispute.

- 12.4 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 – LIQUIDATED DAMAGES

- 13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal Two Hundred Dollars (\$200) for each day that the Work is late in reaching Substantial Completion.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.
- 14.8 Illinois Freedom of Information Act. The Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to Work performed under this Agreement are considered a public record of the Owner; and therefore, the Construction Manager shall review its records and promptly produce to the Owner any records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Construction Manger shall produce to

the Owner such records within three (3) business days of a request for such records from the owner at no additional cost to the Owner.

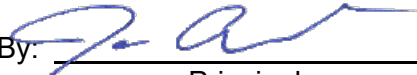
Owner:

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

Contractor:

Burke, LLC
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

By: _____ Date: _____

By:  _____ Date: 7/1/2026
Principal

Attest: _____ Date: _____

By:  _____ Date: 7/1/2026
Principal



MEMORANDUM

Subject: Gateway Monument Signage

Date: 6/30/2026

To: Briget Schwab,
Village Engineer
Village of Buffalo Grove

From: Dave Kleinwachter, PE
CBBEL

Summary

This memorandum provides a summary of the current project status for the Village of Buffalo Grove Gateway Monument Sign project. Ongoing discussions have confirmed the Village's intent to advance the project utilizing a design-built delivery approach, allowing for streamlined coordination between design and construction with improved cost and schedule efficiency.

Burke, LLC has received comprehensive bid pricing from contractors, with total average cost of \$74,804 per sign location, which includes all costs for fabrication, delivery, construction, permitting, and easements required to complete the work. Based on feedback from the Village after review of the original pricing, the proposed signs were scaled down to 10-ft in height. This resulted in an overall cost reduction of nearly 20%. In comparison to several recent projects, the pricing presented to the Village is competitive.

Consistent with the completed Feasibility Study, the project team has identified a subset of priority gateway locations for initial implementation, with five (5) sites targeted for construction in 2026 based on existing easements, permitting considerations, and overall constructability. The below site locations are recommended for immediate development in the 2026 construction season:

- **Proposed 2026 Construction Sites:**

- Site #1 Arlington Heights Road
- Site #4 Lake Cook Road at Arlington Heights Road
- Site #6A Lake Cook Road
- Site #11 Half Day Road (east)
- Site #12 Buffalo Grove Road and Port Clinton Road

Note: Coordination efforts with governing agencies for permitting is recommended to begin as early as practicable for 2026 construction.

An additional five (5) gateway monument locations have been identified for the following year's implementation as part of the overall program buildout. Advanced planning will begin immediately on these sites in consideration of the anticipated agency coordination, permitting, and easements required, which is expected to last up to 9 months in duration. The following sites are identified as potential future construction sites:

- **Proposed 2027 Construction Sites**

- Site #2 Dundee Road (east)
- Site #3 Dundee Road (west)
- Site #9 Deerfield Parkway at Milwaukee Avenue
- Site #10 Aptakisic Road at Weiland Road
- Site #13 Half Day Road (west)

Note: Coordination efforts with governing agencies for permitting is recommended to begin as early as feasible.

A Gateway Monument Signage Site Location Map exhibit has been included below for reference to the 2026 and 2027 construction locations. Specific site location details for the prioritized 2026 construction locations are also included thereafter.

Burke, LLC will proceed with providing a proposal of services to complete all 10 locations.

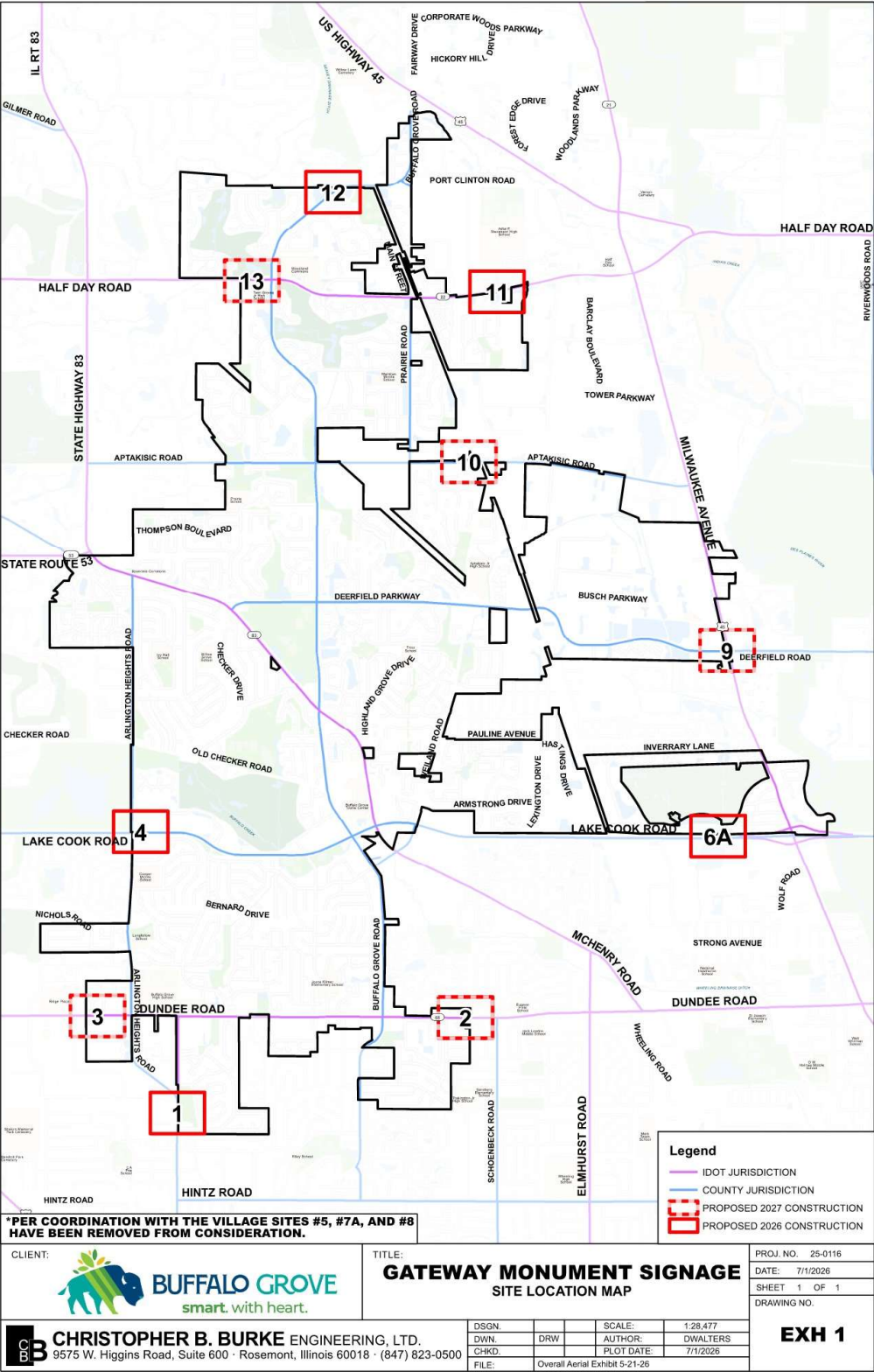
If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

Dave Kleinwachter

Christopher B. Burke Engineering, Ltd.

Gateway Monument Signage Site Location Map:



2026 Priority Locations

Site #1: Arlington Heights Road

.Location: East side of 3199 North Arlington Heights Road, approximately 550 feet south of University Drive and 300 feet north of College Drive.

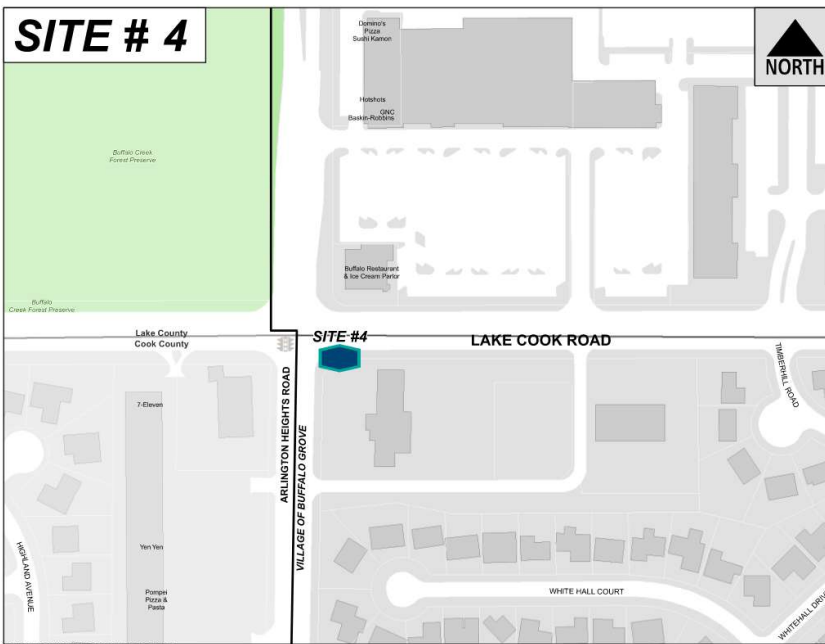


Site Summary: There is adequate space available within private parcel, with relatively easy contractor access to the site. It is assumed there is an existing permanent easement on site established during the construction of the original sign, depending on ownership. There is also adequate space for construction staging and materials storage surrounding the site. The electrical connection cannot be made off the Cook County lighting system and therefore will require a standalone ComEd source of power. The site is located in close proximity to a regulatory FEMA Flood Zone A, and would therefore need confirmation of impacts in Phase II Design Engineering.

2026 Priority Locations

Site #4: Lake Cook Road

Location: Southeast quadrant of Lake Cook Road and Arlington Heights Road.

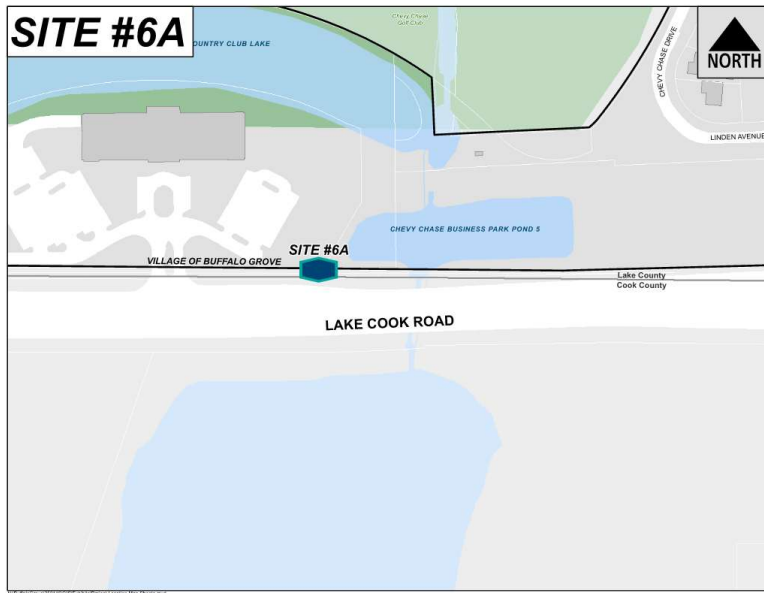


Site Summary: There are no apparent anticipated issues with vehicle access and constructability. It is assumed there is an existing permanent easement on site established during the construction of the original sign. Although the site has a history of being hit by at least one errant vehicle, it is presumed the depressed curb at the sidewalk crossing is the primary factor for this accident. The site is located outside designed roadway clear zones, and additional curb barrier or other protections can be installed in addition to the proposed sign if deemed appropriate. The existing PNC Bank sign must be considered in the design to avoid blocking visibility and for foundation support. Any known future intersection improvements or pavement widening impacts should be considered at this location.

2026 Priority Locations

Site #6A: Lake Cook Road (West)

Location: 1500 E. Lake Cook Road, approximately 2,300 feet west of US-45 (Milwaukee Ave) and 1,400 feet east of Northgate Parkway.

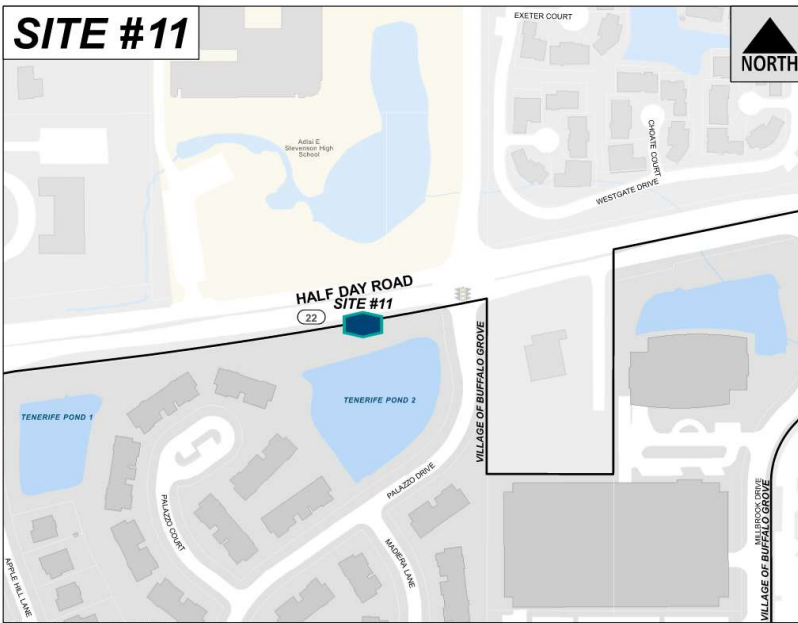


Site Summary: There are no apparent issues with vehicle access, constructability, or other obstacles. The large size of the site is ideal for construction material deliveries and staging, and allows for flexibility in identifying a final location of the sign in Phase II Design Engineering. Proposed designs must verify no impacts will be made to the existing drainage swale and FEMA Floodplain adjacent to the existing sign. It is assumed there is an existing permanent easement on site established during the construction of the original sign.

2026 Priority Locations

Site #11: Half Day Road (East)

Location: South parkway of Half Day Road, approximately 200 feet west of Palazzo Drive



Site Summary: IDOT coordination is not avoidable for access and power connection. There is adequate space available for materials staging and equipment. Significant erosion control practices will be required due to its proximity to the open detention basin immediately behind the site. It is assumed there is an existing permanent easement on site established during the construction of the original sign.

2026 Priority Locations

Site #12: Buffalo Grove Road

Location: West quadrant of the Buffalo Grove Road and Port Clinton Road intersection



Site Summary: There are no major constructability concerns or apparent barriers to the site. There is adequate space available for materials and equipment storage. It is assumed there is an existing permanent easement on site established during the construction of the original sign. Underground utilities will be verified in Phase II Design Engineering.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026

AGENDA ITEM 13.a.

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

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends move to Executive Session.

Recommended Motion

I move to go into Executive Session pursuant to Section 2(C)(1) of the Illinois Open Meetings Act

Summary

Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act

Strategic Alignment

Guiding Principle

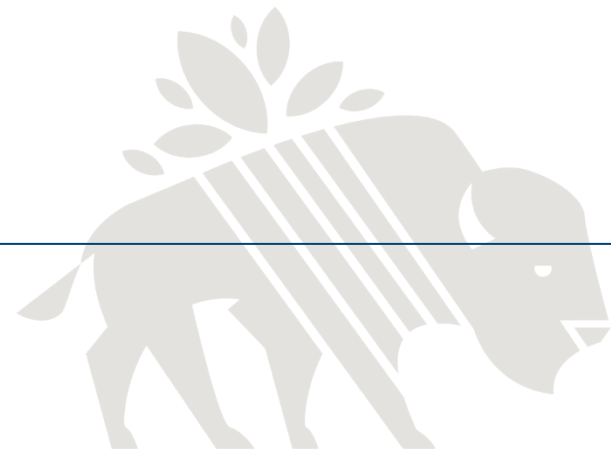
N/A

Goal

N/A

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026

AGENDA ITEM 13.b.

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

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends move to Executive Session.

Recommended Motion

I move to go into Executive Session pursuant to Section 2(C)(11) of the Illinois Open Meetings Act

Summary

Executive Session - Section 2(C)(11) of the Illinois Open Meetings Act

Strategic Alignment

Guiding Principle

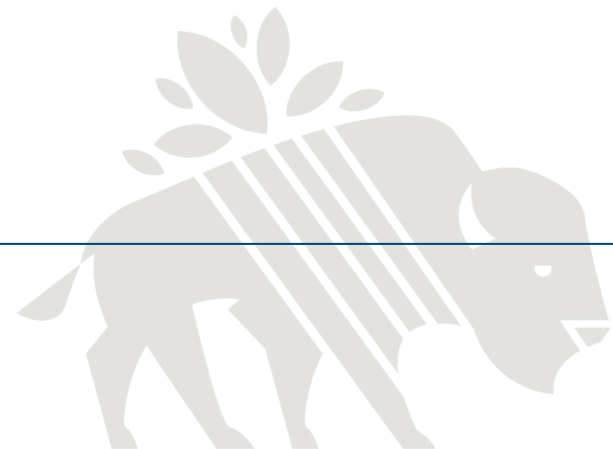
N/A

Goal

N/A

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 20, 2026

AGENDA ITEM 13.c.

Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends move to Executive Session.

Recommended Motion

I move to go into Executive Session pursuant to Section 2(C)(5) of the Illinois Open Meetings Act

Summary

Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

None

