



AGENDA

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 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 August 17, 2026 Village Board Regular Meeting
- b. Minutes of the August 31, 2026 Village Board Special Committee of the Whole Meeting

3. Approval of Warrant

- a. Approval of Warrant #1398 (Trustee Cesario, Chris Black)

4. Village President's Report

- a. Proclamation Recognizing October as Domestic Violence Awareness Month (President Smith, Christopher Stilling)
- b. Proclamation Recognizing September as Interstitial Cystitis (IC) Awareness Month (President Smith, Christopher Stilling)

5. Village Manager's Report

- a. Promotion and Swearing In of Fire Department Members (Trustee Richards, Lawrence Kane)

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-2026-83 Ordinance Authorizing the Purchase of One (1) 2026 Ford Explorer Interceptor Police Department Fleet Replacement Vehicle from Currie Motors (Trustee Cesario, Chris Krase)

- b. Motion to Waive Bids and Negotiate for Golfview Lift Station Wet Well Improvements. (Trustee Weidenfeld, Chris Krase)
- c. O-2026-84 Ordinance Approving an Amendment to Planned Unit Development and Preliminary Plan to Modify the Building and Signage as well as Operate a Banquet and Restaurant Facility at 720 W Lake Cook Road (Trustee Ottenheimer, Nicole Woods)
- d. O-2026-85 Ordinance Amending Title 5.20 Liquor Controls Alcohol Beverage Tasting Permits (President Smith, Samina Shaikh)
- e. R-2026-13 Resolution Relating to the Semi-Annual Review of Closed Session Minutes and Approval of Closed Session Minutes (Clerk Sirabian, Samina Shaikh)
- f. O-2026-86 Ordinance approving a Plat of Easement and a Utility Easement Agreement with Pulte Home Company, LLC and Vernon Township (Trustee Weidenfeld, Briget Schwab)

9. Ordinances and Resolutions

- a. O-2026-87 Ordinance Authorizing the Execution of a Statement of Work with Frequency Foundry Inc. (Trustee Johnson, Tyler Grace)
- b. O-2026-88 Ordinance Authorizing the Execution of an Agreement with Canon U.S.A, Inc. (Trustee Richards, Tyler Grace)
- c. O-2026-89 Ordinance Providing for an Amended Village Manager Employment Agreement (President Smith, Dane Bragg)

10. Unfinished Business

11. New Business

12. Public Comment

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

13. Executive Session

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: September 14, 2026

AGENDA ITEM 2.a.

Minutes of the August 17, 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 August 17, 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 - 08/17/2026 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, AUGUST 17, 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; Chris Black, Director of Finance; Nicole Woods, Director of Community Development; Briget Schwab, Village Engineer; Chris Krase, Deputy Public Works Director; Tom Wisniewski, Public Works Superintendent; Jessica Price, Purchasing Manager; Fire Chief Kane; and Police Chief Budds.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Bocek, to approve the minutes of the July 20, 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 Cesario, seconded by Richards, to approve the minutes of the August 3, 2026, Committee of the Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

WARRANT #1397

Mr. Black read Warrant #1397. Moved by Cesario, seconded by Johnson, to approve Warrant #1397 in the amount of \$7,859,695.45 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 noted that he recently attended the **Buffalo Grove Community Pageant**, and congratulated Faith Becker, Director, and the newly crowned queens, noting that they will be in attendance to introduce themselves at a future meeting.

President Smith also thanked the **Lake County Indians Association** for the great celebration of India's 80th Independence Day as well as the 250th Independence Day of the United States of America.

VILLAGE MANAGER'S REPORT

There is no Village Manager's report tonight.

TRUSTEE REPORTS

The Village Clerk noted that there will be a **Municipal Election** on April 6, 2027, and explained that petition packets are now available at Village Hall or on the internet, and that prospective candidates may ask residents to sign a petition to allow them to be placed on the ballot.

Trustee Johnson reviewed the details and events for the upcoming **2026 Buffalo Grove Days** event which runs from Thursday, September 3, 2026, through Monday, September 7, 2026.

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.

Buffalo Grove Community Foundation

Motion to approve a Memorandum of Understanding with the Buffalo Grove Community Foundation.

Ordinance No. 2026-73 - Water Meters

Motion to pass Ordinance No. 2026-73 authorization to Waive Bids and Purchase Water Meters from Core & Main.

Resolution No. 2026-12 - OSLAD Funding Application

Motion to pass Resolution No. 2026-12 to support the Village's Open Space Land Acquisition and Development (OSLAD) Funding Application.

Hillside Auto Body & Service, Inc.

Motion to execute Contract Extension with Hillside Auto Body & Service, Inc. for towing and vehicle storage services.

Ordinance No. 2026-74 - Siemens Expansion Project

Motion to pass Ordinance No. 2026-74 authorizing a Development Improvement Agreement with CRE Deerfield Associates and Final Plat of Consolidation for the Siemens Expansion Project.

Ordinance No. 2026-75 - Title 5.20 Liquor Controls

Motion to pass Ordinance No. 2026-75 amending Title 5.20 Liquor Controls.

Ordinance No. 2026-76 - Streetlight Repairs

Motion to pass Ordinance No. 2026-76 authorizing the Village Manager to expend additional funds for Streetlight Repairs with Integral Power Atlantic, LLC.

Ordinance No. 2026-77 - 358 Lexington Drive

Motion to pass Ordinance No. 2026-77 approving a Special Use for a Martial Arts School in the Industrial District at 358 Lexington Drive.

Ordinance No. 2026-78 - Mission Square

Motion to pass Ordinance No. 2026-78 authorizing the Village Manager to execute an Agreement with Mission Square for a Renewal Administrative Services Agreement and Self-directed Brokerage Account Addendum.

Rotary Club of Buffalo Grove - Buffalo Grove Days

Motion to approve a Memorandum of Understanding with the Rotary Club of Buffalo Grove for Buffalo Grove Days.

Buffalo Grove Lincolnshire Chamber of Commerce - Buffalo Grove Days

Motion to approve a Memorandum of Understanding with the Buffalo Grove Lincolnshire Chamber of Commerce for Buffalo Grove Days.

Moved by Johnson, seconded by Richards, 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. 2026-79 – BORDEAUX PROJECT

Moved by Weidenfeld, seconded by Cesario, to pass Ordinance No. 2026-79 authorizing the execution of a Contract with Semper Fi Landscaping, Inc. for the Bordeaux Open Space Improvements Project, pending final review by the Village Attorney and in accordance with materials contained in Board packets.

Ms. Schwab reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that she prepared, after which she responded to comments and questions 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. 2026-80 – ROCK SALT

Moved by Cesario, seconded by Johnson, to pass Ordinance No. 2026-80 approving a waiver of bids and authorize the Village Manager to purchase bulk rock salt from Salt Xchange at a not-to-exceed price of \$199,062.50 pending review and approval by the Village Attorney.

Mr. Krase reviewed the proposed ordinance, details of which are contained in his memo dated August 7, 2026, to Mr. Bragg, after which he responded to comments and questions 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. 2026-81 – DEVELOPMENT REVIEW

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2026-81 authorizing the execution of a time and material contract with Hampton, Lenzini and Renwick Inc. for development review and engineering services in an amount not to exceed \$340,000.00, subject to review and approval by the Village Attorney.

Ms. Schwab reviewed the proposed ordinance, details of which are contained in her memo to Mr. Bragg dated August 11, 2026, after which she answered questions 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. 2026-82 – COMPREHENSIVE PLAN

Moved by Ottenheimer, seconded by Richards, to pass Ordinance No. 2026-82 approving and adopting a BG2050 Comprehensive Plan as the new comprehensive plan for the Village of Buffalo Grove.

Referring to a PowerPoint presentation, Ms. Woods reviewed the proposed ordinance, further details of which are contained in her memo dated August 17, 2026, to Mr. Bragg, thanking the Board, the staff and the residents for all the effort and support that went into this project.

Board members all noted that this is an outstanding plan and also thanked everyone involved in its creation, noting particularly the integration of resident participation.

Upon roll call, Trustees voted as follows:

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

CHASE PLAZA REDEVELOPMENT

Referring to a PowerPoint presentation, Ms. Woods introduced the pre-application discussion for Chase Plaza Redevelopment – Phase II at 1120, 1140-1180 W. Lake Cook Road and 105-133 Arlington Heights Road, further details of which are contained in the memo that she and Mr. Binder sent to Mr. Bragg dated August 17, 2026.

Louis Schriber III, president of Shorewood Development Group, presented an update on Phase I construction, as well as the plans for Phase II, after which he answered questions from the Board.

Bob Burke, Urban Street, reviewed their vision for this property.

Arden Freeman, architect for the residential portion of the property, also referred to a PowerPoint presentation to illustrate their proposal for that portion of the property.

Board members commented favorably on this proposal and noted how pleased they are to finally see some activity on this parcel.

Moved by Johnson, seconded by Cesario, to refer the Chase Plaza Redevelopment – Phase II at 1120, 1140-1180 W. Lake Cook Road and 105-133 Arlington Heights Road to the Planning & Zoning Commission for review. Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Richards, Cesario, Ottenheimer, Bocek, Weidenfeld
NAYS: 0 – None
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; there were no such requests.

EXECUTIVE SESSION

Moved by Richards, seconded by Johnso, to move to Executive Session to discuss **Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06 and Section 2(C)(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 8:13 P.M. until 9:21 P.M.

ADJOURNMENT

Moved by Weidenfeld, seconded by Cesario, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 9:22 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 14th DAY OF September 2026

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 2.b.

Minutes of the August 31, 2026 Village Board Special Committee of the Whole Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the August 31, 2026 Village Board Special Committee of the Whole 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 - 08/31/2026 Special Committee of the Whole Meeting

**MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE
PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, MONDAY AUGUST 31, 2026**

1

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, and Weidenfeld. Trustees Ottenheimer and Bocek were absent.

Also present were: Dane Bragg, Village Manager; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Chris Black, Finance Director; Tyler Grace, Assistant Village Manager - Administrative Services; Nicole Woods, Director of Community Development; Tom Wisniewski, Public Works Superintendent; Police Chief Budds; Fire Chief Kane.

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

VILLAGE PRESIDENT'S REPORT

There is no Village President's report tonight.

1100 W. LAKE COOK ROAD

Mr. Bragg stated that staff are going to walk through the strategy that accompanies not only the acquisition of the property, but also the future development of the municipal campus for the long term. Mr. Bragg noted that tonight staff will present the background and introductions of the project team, and due diligence key findings. The architect will walk through the adaptive re-use, conceptual vision for the property. Chris Stilling will deliver the presentation project budget and the value of this proposal. Further details may be found in the Agenda Item Summary that he prepared.

Mr. Bragg then referred to a PowerPoint presentation reviewing the process in getting to the current point of the proposal to update and maximize our municipal facilities to accommodate Village staff and residents.

Mark Rogers of CCS reviewed the due diligence process and an overview of their findings. Architect Jason Estes reviewed the adaptive re-use conceptual vision that they propose, as well as the project budget, after which they responded to comments and questions from the Board.

Mr. Stilling reviewed the acquisition and financial strategy and noted that staff have been researching space solutions for the past ten years, and he firmly believes that the 1100 W. Lake Cook Road facility is going to be the most cost-effective long-term solution for the Village.

Trustee Weidenfeld noted that he likes the design of the building and thinks it makes sense, but he believes that we are moving too quickly, and he does not wish to incur more debt, and he does not believe that there was enough notice given to the residents to share their input.

Other Trustees shared their reasons for support of the proposal, noting that this is a cost-effective solution to Village facilities that will serve for many years, and stated that there is a choice of remaining in a building that is too small and needs several million dollars of repair work or moving into a building that is going to serve our needs for the next 50 years. Trustees also disagreed that residents have not been given information on this

proposal, noting that there have been numerous notices on our website, in the newsletter and in social media posts about the possible purchase of this building.

Mark Goldstein, 475 Thorndale, stated that he believes people should have had more notice about incurring this much debt, since many people move out of Buffalo Grove because of the taxes. Mr. Goldstein stated that he did not know anything about this proposal; he believes the price is much too high, and he believes that modifications can be made to the existing Village Hall to make it functional.

Craig Horwitz, 883 Stonebridge, stated that he believes a new building is wrong and unnecessary; he has been trying to learn more about this project since January; he does not believe that residents know about this because of a lack of transparency; we have inflated property taxes, gas taxes and food taxes; he believes this project has been hidden from the residents.

Mr. Goldstein suggested communicating with residents by text.

Bruce Rehnberger, 751 Wyngate Lane, asked about the possible affiliation with the Indian Trails Public Library, and he asked if it is possible to have a referendum on this proposal. Mr. Rehnberger stated that he spoke to his neighbors and they had never heard anything about purchase of this building.

PUBLIC COMMENT

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

ADJOURNMENT

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

AYES: 4 – Johnson, Richards, Cesario, Weidenfeld

NAYS: 0 – None

ABSENT: 2 – Ottenheimer, Bocek

Motion declared carried.

The meeting was adjourned at 8:30 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 14th DAY OF September 2026

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 3.a.

Approval of Warrant #1398

Contacts

Liaison: Trustee Cesario

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve Warrant #1398 in the amount of \$5,229,481.39

Summary

Warrant #1398 in the amount of \$5,229,481.39

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 Warrant 1398



VILLAGE OF BUFFALO GROVE WARRANT #1398
14-Sep-26

General Fund:	558,738.76
Parking Lot Fund:	0.00
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	475.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	218,943.55
Capital Projects-Vehicles/Equipment:	130,760.23
Capital Projects-Streets:	220,542.64
Retiree Health Savings (RHS):	544.92
Water Fund:	821,616.07
Buffalo Grove Golf Fund:	81,151.54
Arboretum Golf Fund:	96,457.15
Refuse Service Fund:	76,896.00
Information Technology Internal Service Fund:	141,210.52
Central Garage Internal Service Fund:	125,061.02
Building Maintenance Internal Service Fund:	246,597.09
	<u>2,718,994.49</u>
PAYROLL PERIOD ENDING 8/27/2026	1,248,904.92
PAYROLL PERIOD ENDING 9/10/2026	1,261,581.98
TOTAL WARRANT #1398	<u><u>5,229,481.39</u></u>

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: September 14, 2026

AGENDA ITEM 4.a.

Proclamation Recognizing October as Domestic Violence Awareness Month

Contacts

Liaison: President Smith

Staff: Christopher Stilling

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

N/A

Summary

Proclamation recognizing October as Domestic Violence Awareness Month

Strategic Alignment

Guiding Principle

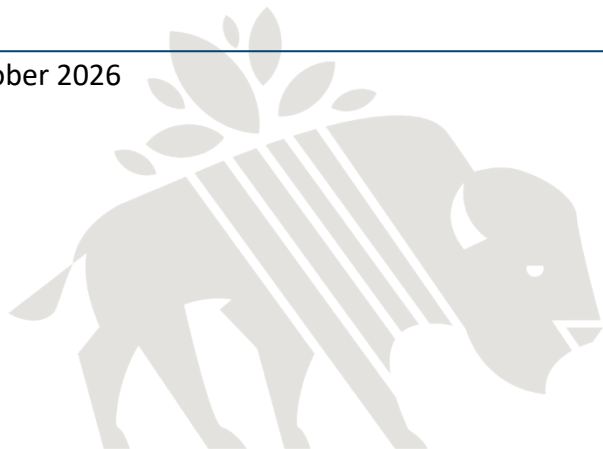
Principle 6: Engages Our Residents

Goal

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

1. Domestic Violence Awareness Month - October 2026





PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH OCTOBER 2026

WHEREAS, October is recognized nationwide as Domestic Violence Awareness Month, a time to raise awareness about the devastating impact of domestic violence, highlight available resources, and recognize the profound effects domestic violence has on individuals, families, and communities; and

WHEREAS, domestic violence affects people of every age, background, and socioeconomic circumstance, and its effects extend beyond individual survivors to families, neighborhoods, workplaces, and the community as a whole; and

WHEREAS, seeking help and taking steps toward safety requires tremendous courage, and survivors deserve to be treated with dignity, compassion, respect, and without judgment; and

WHEREAS, preventing domestic violence requires a coordinated community response involving survivors, advocates, legal service providers, law enforcement, health and human service organizations, community organizations, and local governments; and

WHEREAS, Illinois Senate Bill 3020, recently introduced by State Senator Adriane Johnson, seeks to strengthen protections for survivors of domestic violence by addressing harassment and expanding the ability of courts to prohibit and remedy harassing conduct, including doxing, digitally altered content, sexual private images, and electronic tracking or monitoring, thereby recognizing the evolving ways in which abuse and harassment can occur and the importance of providing survivors with meaningful protections and remedies; and

WHEREAS, Buffalo Grove recognizes the importance of partnering with local governments, legal service providers, and community organizations to increase awareness, strengthen available resources, promote prevention, and support individuals and families affected by domestic violence; and

WHEREAS, during Domestic Violence Awareness Month, we encourage all members of our community to learn about the signs and impacts of domestic violence, support survivors, promote health and respectful relationships, and help create a community where everyone can live free from violence and abuse; and

NOW, THEREFORE, I, Eric N. Smith, Village President of the Village of Buffalo Grove, do hereby proclaim October 2026 as Domestic Violence Awareness month in Buffalo Grove.

Proclaimed this 14th day of September, 2026.

Eric N. Smith
Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 4.b.

Proclamation Recognizing September as Interstitial Cystitis (IC) Awareness Month

Contacts

Liaison: President Smith

Staff: Christopher Stilling

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

N/A

Summary

Proclamation Recognizing September as Interstitial Cystitis (IC) Awareness Month

Strategic Alignment

Guiding Principle

Principle 6: Engages Our Residents

Goal

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

1. IC Proclamation





PROCLAMATION

INTERSTITIAL CYSTITIS AWARENESS MONTH SEPTEMBER 2026

WHEREAS, Interstitial Cystitis (IC), also known as Bladder Pain Syndrome (BPS), is a chronic condition characterized by recurring pain, pressure or discomfort in the bladder and pelvic region, often accompanied by urinary frequency and urgency; and

WHEREAS, Interstitial Cystitis affects individuals of all ages and can have a significant impact on daily activities, personal relationships, emotional well-being and quality of life; and

WHEREAS, many individuals living with Interstitial Cystitis suffer in silence or experience delays in receiving an accurate diagnosis, in part because the symptoms can vary widely and the condition remains relatively unknown to the general public; and

WHEREAS, there is currently no cure for Interstitial Cystitis, making awareness, education, support and advocacy especially important to those living with this chronic condition; and

WHEREAS, the Interstitial Cystitis Association works to provide education and support to individuals affected by Interstitial Cystitis while raising awareness of the condition among the public and medical community; and

WHEREAS, September is recognized as Interstitial Cystitis Awareness Month, providing an opportunity to increase understanding of this often-misunderstood condition, recognize those who live with IC and encourage greater awareness and support for patients and their families; and

WHEREAS, the Village of Buffalo Grove recognizes the importance of raising awareness of chronic health conditions and supporting members of our community who live with them;

NOW, THEREFORE, I, ERIC SMITH, President of the Village of Buffalo Grove, and the Board of Trustees, do hereby proclaim **September 2026 as INTERSTITIAL CYSTITIS AWARENESS MONTH** in the Village of Buffalo Grove and encourage all residents to learn more about Interstitial Cystitis and support efforts to increase awareness, education and understanding of this condition.

Proclaimed this 14th day of September, 2026

Eric N. Smith
Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 5.a.

Promotion and Swearing In of Fire Department Members

Contacts

Liaison: Trustee Richards

Staff: Lawrence Kane

Staff Recommendation

Staff recommends presentation.

Recommended Motion

Staff recommends presentation.

Summary

On September 12th, Lieutenant Alfredo Caballero was promoted to Battalion Chief and Firefighter / Paramedic Frank Doll was promoted to Lieutenant. As a result of these promotions, Firefighter Willis Goodwin was hired and graduated from the Northeastern Illinois Public Safety Training Academy on September 4th. Tonight, all three will receive their oath of office for their new positions.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Principle 7: Builds Our Community

Goal

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

Goal 4: Vibrant and innovative community: leading edge

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 8.a. O-2026-83

Ordinance Authorizing the Purchase of One (1) 2026 Ford Explorer Interceptor Police Department Fleet Replacement Vehicle from Currie Motors

Contacts

Liaison: Trustee Cesario

Staff: Chris Krase

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the purchase of one (1) Police Department Fleet Replacement Vehicle from Currie Motors for an amount not to exceed \$45,890.00, subject to final review and approval by the Village Attorney.

Summary

See attached memo.

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. Draft Ordinance-Ford Explorer Interceptor Police
2. Memo-Police Department Fleet Replacement 2026-9.14.2026
3. BGPD Utility_Proposal



ORDINANCE 2026-xxx

AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) 2026 FORD EXPLORER INTERCEPTOR POLICE DEPARTMENT FLEET REPLACEMENT VEHICLE FROM CURRIE MOTORS

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

WHEREAS the Village is a member of the Northwest Municipal Conference and the Suburban Purchasing Cooperative; and

WHEREAS the Village may make purchases in accordance with Illinois Government Joint Purchasing Act (30 ILCS 525/0.01et seq.)

WHEREAS the Suburban Purchasing Cooperative engaged in a competitive procurement process to obtain the best value for the money.

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

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

SECTION 2. The Village Board has authorized the Village Manager to purchase one (1) 2026 Ford Explorer Interceptor Fleet Replacement Vehicle for the Police Department from Currie Motors, in an amount not to exceed \$45,890.00 subject to review and approval by the Village Attorney.

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

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

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



MEMORANDUM

DATE: August 31, 2026

TO: Dane Bragg Village Manager

FROM: Chris Krase Deputy Director of Public Works
Tom Wisniewski Superintendent

SUBJECT: Police Department Fleet Replacement Vehicle 2026

RECOMMENDATION

Staff recommends the Village Board authorize the Village Manager to purchase one (1) Police Department fleet replacement vehicle from Curie Motors, through the Suburban Purchasing Cooperative/Northwest Municipal Conference in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), in a total not to exceed amount of \$45,890.00, subject to final review and approval by the Village Attorney.

BACKGROUND

Staff requests authorization to purchase one (1) 2026 Ford Interceptor Utility Vehicle for the Police Department. This unit will be procured through the Suburban Purchasing Cooperative/Northwest Municipal Conference, with funding available in the Fiscal Year 2026 Capital Reserve Budget. Police Vehicle up-fitting for the new 2026 Ford Interceptor Utility Vehicle will be performed under a separate contract and have no direct impact on the Capital Budget

THE FOLLOWING POLICE DEPARTMENT UNIT REQUIRES REPLACEMENT:

Unit 720 - is currently a 2023 Ford Police Utility Interceptor. The vehicle requires replacement as it is no longer in a condition suitable for continued service with the Police Department. The unit will be sold for asset recovery. The vehicle will be replaced with a 2026 Ford Police Interceptor Utility at a cost of \$45,890.00 and will be assigned to the Traffic Unit as a marked patrol unit.

G/L Account - 155.75.555.20 - Capital Equipment Automobiles & Trucks

APPENDICES

- a. VBG-Explorer Interceptor – Proposal



**2026 Ford Utility
Interceptor Contract #204**

\$44,954.00



Currie Motors Fleet

Nice People to do Business With!

Cut-Off 05/14/26



2026 Ford Utility Interceptor

\$44,954.00

Standard Features

MECHANICAL ● **3.3L V-6 TI-VCT Motor Gasoline –Standard** ● AWD Drivetrain Transmission – 10-speed automatic, police calibrated ● Brakes – Police calibrated high-performance ● 4- Wheel heavy-duty disc w/heavy-duty front and rear calipers
● Brake Rotors – large mass for high thermal capacity and calipers with large swept area. ● Electric Power-Assist Steering (EPAS) – Heavy-Duty ● DC/DC converter – 220-Amp ● Cooling System – Heavy-duty, Engine oil cooler and transmission oil cooler ● Engine Idle Hour Meter ● Powertrain mounts – Heavy-Duty ● Class III Trailer Hitch Receiver and (2) recovery hooks ● Class III Trailer Tow Lighting Package ● Wheels— Heavy-duty steel, vented with center cap— Full size spare tire w/TPMS ● 50-State Emissions System ● H8 AGM Battery ● **Engine Idle Control** ● Manual Police Pursuit Mode

EXTERIOR ● Antenna, Roof-mounted ● Cladding – Lower body-side cladding ● Door Handles – Black
● Exhaust, True Dual ● **Daytime Running Lamps – Configurable ON/OFF through instrument cluster** ● Door-Lock Cylinders (Front Driver / Passenger / Lift-gate) ● Glass – 2nd Row, Rear Quarter and Lift-gate Privacy Glass ● Grille – Black
● Headlamps – Automatic, LED Low-and-High-Beam ● Lift-gate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder ● Mirrors – **Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter** ● Spare – Full size 18" Tire w/TPMS ● Spoiler – Painted Black ● Lift-gate Handle ● Tail lamps – LED ● Tires – 255/60R18 A/S BSW ● Wheel-Lip Molding – Black ● Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover ● Windshield – Acoustic Laminated ● **Rear Tail Light Housing**

INTERIOR/COMFORT ● Cargo Hooks in cargo area ● Climate Control – Dual-Zone Electronic Automatic Temperature Control ● Door-Locks— Power ● Fixed Pedals (Driver Dead Pedal) ● Floor – Heavy-Duty Thermoplastic Elastomer ● Glove Box – Locking/non-illuminated ● Grab Handles ● Heated Sanitization Solution ● **Lift gate Release Switch located in overhead console (45 second timeout feature)** ● Lighting— Overhead Console— Red/White Task Lighting in Overhead Console— 3rd row overhead map light ● Mirror – Day/night Rear View
● Particulate Air Filter ● Power points – (1) First Row ● Rear-door closeout panels ● Rear-window Defrost ● Scuff Plates – Front & Rear ● Seats— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way lower track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) ● Speed (Cruise) Control ● Speedometer –

Calibrated (includes digital readout) •Steering Wheel – Manual / Tilt / Telescoping, Speed Controls and 4 user – configurable latching switches Sun visors, color-keyed, non-illuminated •Universal Top Tray – Center of I/P for mounting aftermarket equipment •Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature • **Power Passenger Seat • Courtesy Lights Disabled • Rear Dome Light •Aux. Rear A/C**

SAFETY/SECURITY •Advance Trac® w/RSC® •Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®•Anti-Lock Brakes (ABS) with Traction Control • Brakes – Police calibrated high-performance regenerative braking system •Belt-Minder® (Front Driver / Passenger)•Child-Safety Locks •Individual Tire Pressure Monitoring System (TPMS)•LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations •**Rearview Camera viewable on 8"Center Stack** • S e at Belts, Pretensioner /Energy-Management System w/adjustable height in 1st Row •SOS Post-Crash Alert System™• Perimeter Alert • **Remote Keyless Fob •BLIS •Cross Traffic Brake Assist •Pre-Collision Mitigation System •Reverse Sensing System**

Police Up-fit Friendly •Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)•Console mounting plate •Dash pass-thru opening for aftermarket wiring •Headliner- easy to service •Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard). • **Grill Wiring •100 Watt siren/Speaker Prep Kit**

Functional •Audio— AM/FM / MP3 Capable / Clock / 4-speakers— SYNC® interface — Includes hands-free voice command support — USB Port — (1) — 8" Color LCD Screen Center- Stack "Smart Display"• Easy Fuel® Capless Fuel-Filler •Fleet Telematics Modem to support Ford Pro™ Telematics •Front door tether straps (driver/passenger)•Power pigtail harness •Simple Fleet Key; 4-keys•Two-way radio pre-wire •Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)•Wipers – Front Speed- Sensitive Intermittent; Rear Dual Speed Wiper •Up fitter Interface System •PAITRO output tied to lift gate release switch •3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty •**Delivery under 75 miles**



Models

☒	K8A	2026 Utility Interceptor- 3.3L V-6 TI-VCT Motor	44,954.00
☐			
☐			
☐			
☐			
☐			
☐			
☐			
☐			
☐			

OPTIONS-Mechanical/Functional

☐	99W-3.3L V-6 Direct Injected Hybrid System	2661.00
☐	99C-3.0L Eco boost- NA w/ 65U -SOLD OUT FOR 2026	2,679.00
☐	76D-Deflector Plate (engine and transmission shield)	320.00
☐	41H-Block Heater	179.00
☐	18X-100 Watt Siren Speaker (includes bracket and pig tail)	329.00
☐	60R-Noise Suppression	94.00
☐	67U-Ultimate Wiring Kit	602.00
☒	67V-Connector Kit	188.00
☐	85D-Front Console Mounting Plate Delete (NA with 67H, 67U, 85R)	NC
☐	85R-Rear Mounting Plate (NA with 65U, 85D)	56.00
☐	67H Ready For the Road Package-OEM Lighting and Wiring Package	3,807.00
☐	18D-Global Lock/Unlock- Deletes 45 second Lift Gate Lock Release	N/C

Options-Exterior

☐	16P Rear Bumper Step Pad	94.00
☐	65L 18" Wheel Covers	65.00
☒	Keyed Alike CODE _____	545.00
☐	942-Daytime Running Light-Cannot be Reprogrammed	47.00
☒	68G- Rear Door Locks Inoperable	N/C
☐	52P-Hidden Door Lock Plunger Includes 68G	150.00
☐	43A-Rear Auxiliary Lights	376.00
☐	96T-Rear Spoiler Traffic Light-Compatible with Interior Upgrade Package	1,410.00
☐	51P-Drivers Side Spot Light Prep	132.00
☐	51S-Dual Spot Lights-Unity	743.00
☐	51T-Drivers Spot Light-Whelen	394.00
☐	51V-Dual Spot Lights-Whelen	828.00
☐	51W-Dual Spot Prep	282.00
☒	51R-Drivers Side Unity Spot Light- PLEASE SELECT IF DESIRED	N/C
☐	63B-Side Marker Lights	461.00
☐	63L-Quarter Glass Lights	546.00
☐	66A-Front Headlamp Package	846.00
☐	66B-Tail Lamp Package	405.00
☐	66C-Rear Light Package	432.00
☐	16D-Badge Delete	N/C
☐	21L Front Auxiliary Light	546.00

Options-Interior

☐	47E 12.1" Integrated Computer Screen	3,478.00
☐	63V Cargo Vault (Lockable Small Compartment)	253.00
☐	65U Interior Upgrade Package-Includes Civilian-Style Console /Carpet- NA w/99C	573.00
☐	92R Solar Tint 2 nd Row (Deletes Privacy Glass)	85.00
☐	92G Solar Tint 2 nd Row and Cargo Area (Deletes Privacy Glass)	112.00
☐	87M 4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display)	N/C
☐		

☐	16C Carpet Floor Covering	141.00
☐	FW Ebony Cloth Seating	65.00
☐	90D Ballistic Door Panels (Level III +)-Driver Front Door Only	1495.00
☐	90E Ballistic Door Panels (Level III+)- Driver and Passenger Front Doors Only	2979.00
☐	90F Ballistic Door Panels (Level IV+)- Driver Front Door Only	2274.00
☐	90G Ballistic Door Panels (Level IV +)- Driver and Passenger Front Doors Only	4541.00
☐		
☐		

Exterior Colors

☐	E4-Vermillion Red	
☐	YZ-Oxford White	
☐	LK-Dark Blue	
☐	LM-Royal Blue	
☐	M7-Carbonized Gray	
☒	TN-Silver Grey Metallic-Replaces Silver	
☐	UJ-Sterling Gray	
☐	UM-Agate Black	
☐	F1-Police Green	
☐		

Miscellaneous Options

☐	4-Corner LED Amber Strobes	1,595.00
☐	Rustproofing (Does Not Include Undercoating)	395.00
☐	Delivery Over 75 Miles	250.00
☐	Certificate of Origin (Customer to Complete Licensing)	N/C
☒	License and Title- Municipal Municipal Police	203.00
☐	Passenger Title and Plates	351.00
☐		



Title Name: VILLAGE OF BUFFALO GROVE

Title Address: _____

Title City: _____

Title Zip Code: _____

License Plate Desired: _____

Contact Name: _____

Phone Number: _____

PO Number: _____

FIN Code: _____

Tax Exempt Number: _____

Total Dollar Amount: \$ 45890.00

Delivery Address: _____

Additional Information / Notes:

Authorized Signature: _____

Date: _____



IMPORTANT ORDERING INFORMATION

Orders require a signed original Purchase Order and Tax-Exempt Letter.

Stock Units Available

Submit documents to:

Currie Motors Commercial Center

10125 W Laraway

Frankfort, IL 60423

Main Phone: (815)464-9200

Contacts:

Tom Sullivan

Email: tsullivan@curriemotors.com

Phone: (815) 464-9200

Nic Cortellini

Email: ncortellini@curriemotors.com

Phone: (815) 464-9200

Note: Production is based upon plant scheduling and commodity restrictions and is subject to cancellation.

Payment is due at the time of delivery.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 8.b.

Motion to Waive Bids and Negotiate for Golfview Lift Station Wet Well Improvements.

Contacts

Liaison: Trustee Weidenfeld

Staff: Chris Krase

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve authorization for staff to waive bids and negotiate for Golfview Lift Station Wet Well Improvements.

Summary

Background

Staff seeks authorization to waive competitive bidding and independently solicit and negotiate proposals for the Golfview Lift Station Wet Well Improvements. The Village previously advertised the project for competitive bidding and received no bids. Staff recommends utilizing this opportunity to divide the project into two separate scopes and directly solicit qualified contractors specializing in each portion of the work.

Financial Impact

Final project costs will be determined through the solicitation and negotiation process. Staff will work with the approved budgeted amount for this project.

Next Steps

Staff will bring the negotiated contracts back to the Board for approval.

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

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 8.c. O-2026-84

Ordinance Approving an Amendment to Planned Unit Development and Preliminary Plan to Modify the Building and Signage as well as Operate a Banquet and Restaurant Facility at 720 W Lake Cook Road

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an amendment to a PUD and Preliminary Plan to allow Epicure Dining LLC to modify the building and signage and open and operate a banquet facility and restaurant at 720 W Lake Cook 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 - Epicure Dining - 720 Lake Cook Road
2. DRAFT Ordinance - Epicure Dining - 720 Lake Cook Rd
3. DRAFT Ordinance - Exhibit B. Plan Set
4. DRAFT Ordinance - Exhibit C. Draft PZC Minutes 8-19-26

DATE: September 14, 2026

TO: Village Manager Dane Bragg

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

SUBJECT: 720 W Lake Cook Road - Amendment to PUD and Preliminary Plan to modify the building and signage and operations for Epicure Dining, LLC

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting an amendment to the Planned Development and Preliminary Plan, previously approved by Ordinance 1987-044 and as amended in 2025 by Ordinance 2025-084, to allow Epicure Dining, LLC, to modify the building and signage for a banquet facility and restaurant use at 720 W Lake Cook Road, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

Epicure Dining, LLC, is seeking an amendment to the previously approved PUD to eliminate the 400-square-foot front addition that was approved under Ordinance 2025-084.

The full-service restaurant and banquet/event use, also approved in Ordinance 2025-084, remains the same; this amendment pertains only to the building footprint and façade, as well as a new signage package, as reflected in these updated exhibits.

The proposed amendment removes the previously approved 400-square-foot front addition, which would have enclosed the building's existing covered front porch to create additional space for the banquet and restaurant business, bringing the total building area to 6,600 square feet. Due to construction costs, the petitioner now proposes keeping the building at its current 6,200-square-foot footprint. The project is now



Figure 1: Subject Property

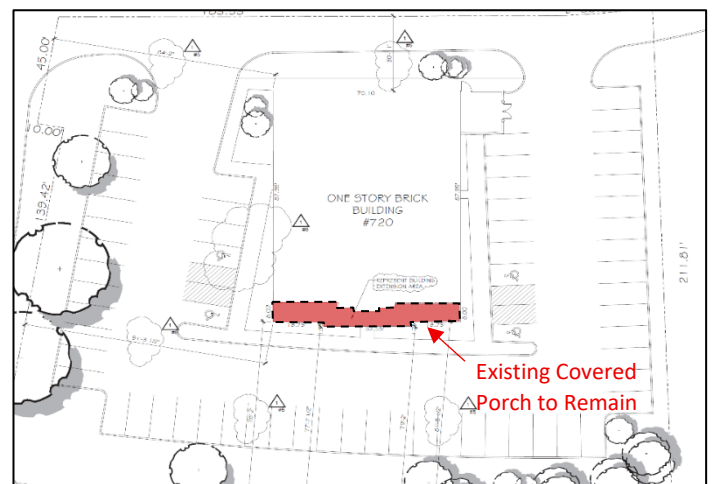


Figure 2: Proposed Changes

limited to interior renovations and exterior cosmetic updates, with no change to the building's setbacks, which continue to meet code.

With the front addition removed, the parking requirement under the zoning ordinance is reduced to 62 spaces, matching the 62 on-site stalls and eliminating the need for a previously approved 4-stall parking variation under the 2025 Ordinance. The petitioner will continue to use the additional 14 off-site stalls at 750 W Lake Cook Road under the parking agreement with the property owner, for a total of 76 stalls. Staff and the PZC recommend reapplying the condition that the PUD amendment becomes null and void if this easement is terminated.

The amendment request also includes a new sign package that differs from the previously approved signage but does comply with code. The signage package includes a halo-lit channel-letter wall sign and a box sign panel, which will be placed on the existing monument base at the southwest corner of the site.

PUBLIC HEARING COMMENTS

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

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** to allow an amendment to the Planned Development and Preliminary Plan, previously approved by Ordinance 1987-044 and as amended by Ordinance 2025-084, to allow Epicure Dining, LLC, to open and operate a banquet facility and restaurant use at 720 W Lake Cook Road, subject to the following conditions:

1. The banquet and restaurant facility shall be operated in substantial compliance with the business description and plans provided as part of this petition.
2. The Planned Unit Development is granted to Epicure Dining, LLC to operate a banquet and restaurant facility at 720 W Lake Cook Road, which shall not run with the land.
3. The Planned Unit Development Ordinance shall become null and void if the parking agreement between the 750 W Lake Cook Road property owner and Epicure Dining, LLC at 720 W Lake Cook Road is terminated.
4. Event size should not exceed the limitations of the available parking for the site.

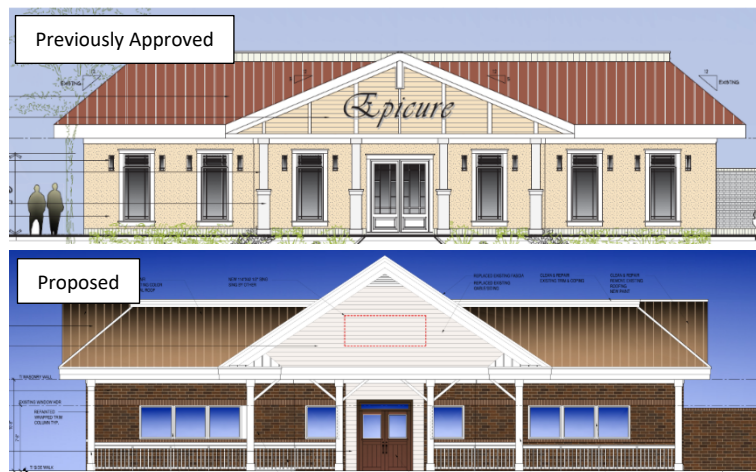
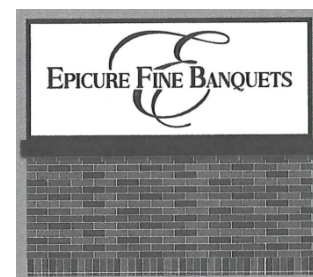


Figure 3: Proposed Front Elevation Changes



Figure 4: Proposed Signage





ORDINANCE 2026-xxx

AN ORDINANCE APPROVING AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AND PRELIMINARY PLAN APPROVED BY ORDINANCE NO. 1987-44 AND AS AMENDED BY ORDINANCE NO. 2025-084, FOR 720 W LAKE COOK ROAD

Epicure Dining, LLC
720 W Lake Cook Rd

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

WHEREAS, 720 W Lake Cook Road, Buffalo Grove, IL ("Property") is a 1.1-acre site in the B-1 Business District which is currently vacant, improved with a stand-alone restaurant building and surface parking lot and is hereinafter legally described in Exhibit A; and,

WHEREAS, Epicure Dining, LLC, ("Petitioner") has filed a petition, to open and operate a 6,200 square foot banquet facility and restaurant use at 720 W Lake Cook Road on the Property, and is requesting the following approvals:

1. An amendment to the Planned Unit Development and Preliminary Plan previously approved by Ordinance 1987-044 and amended by Ordinance 2025-084, to eliminate the previously approved addition, modify the façade, and modify the signage package; and,
2. To be permitted to operate a banquet facility,

WHEREAS the Planning & Zoning Commission held a public hearing on August 19, 2026, concerning the request; and

WHEREAS the Planning & Zoning Commission made findings and determined that the testimony and exhibits presented by the Petitioner at the public hearing demonstrated support for the requested development as set forth in the minutes attached hereto as Exhibit C; and

WHEREAS the Planning & Zoning Commission voted 6-0 to recommend approval of the requested amendment to the Planned Unit Development and Preliminary Plan approved by Ordinance 1987-44, as amended by Ordinance 2025-084, with a zoning variation; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested amendment to the Planned Unit Development and Preliminary Plan is reasonable and will serve the best interests of the Village; and

WHEREAS, the proposed Epicure Dining Banquet and Restaurant 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 August 19, 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 amendment to the Planned Unit Development and Preliminary Plan previously approved by Ordinance 1987-044 and as amended by Ordinance 2025-084, to allow Epicure Dining, LLC, to open and operate a banquet facility and restaurant at 720 W Lake Cook Road, subject to the following conditions:

1. The banquet and restaurant facility shall be operated in substantial compliance with the business description and plans provided as part of this petition.
2. The Planned Unit Development approval is granted to Epicure Dining, LLC to operate a banquet and restaurant facility at 720 W Lake Cook Road, which shall not run with the land.
3. The Planned Unit Development Ordinance shall become null and void if the parking agreement between the 750 W Lake Cook Road property owner and Epicure Dining, LLC at 720 W Lake Cook Road is terminated.
4. Event parking shall be limited to on site and those spaces allowed via parking agreement with neighboring property owners.

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
Epicure Dining, LLC
720 W Lake Cook Rd

SUBJECT PROPERTY COMMON ADDRESS: 720 W Lake Cook Road, Buffalo Grove, IL 60089

PARCEL INDEX NUMBERS: 03-05-100-023-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 8, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS AND DRIVEWAY PURPOSES THROUGH LOT 2 IN BUFFALO GROVE BUSINESS PARK UNIT 9 AS CREATED BY SECOND AMENDMENT TO BUFFALO GROVE BUSINESS PARK DECLARATION OF ROAD EASEMENT DATED JANUARY 27, 1994 AND RECORDED FEBRUARY 2, 1994 AS DOCUMENT 94110519 BY AND AMONG THE RIGGS NATIONAL BANK OF WASHINGTON D.C.; FREEDOM I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP; FREEDOM II LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP; AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1992 AND KNOWN AS TRUST NO. 11510-08 AND STATE STREET BANK AND TRUST COMPANY, A MASSACHUSETTS BANKING CORPORATION, AS TRUSTEE UNDER THAT CERTAIN POOLING AND SERVICING AGREEMENT DATED AS OF DECEMBER 1, 1993 FOR CBA MORTGAGE PASS-THROUGH CERTIFICATE SERIES 1993-C1 (AS ASSIGNEE OF CBA CONDUIT, INC., A DELAWARE CORPORATION (SUCH DOCUMENT AMENDING THE BUFFALO GROVE BUSINESS PARK DECLARATION OF ROAD EASEMENT, DATED AUGUST 5, 1989 AND RECORDED DECEMBER 4, 1989 AS DOCUMENT 89756281 AS AMENDED BY AMENDMENT TO BUFFALO GROVE BUSINESS PARK DECLARATION OF ROAD EASEMENT, DATED NOVEMBER 12, 1992 AND RECORDED AS DOCUMENT 93797080).

PARCEL 3:

EXCLUSIVE EASEMENT (SUBJECT ONLY TO EQUAL RIGHTS OF USAGE FOR GRANTOR) FOR THE BENEFIT OF PARCEL 1 FOR THE SOLE PURPOSE OF CONSTRUCTING AND MAINTAINING 30 PARKING SPACES FOR RESTAURANT PATRONS OF GRANTEE'S SUCCESSOR TO PARK THEIR AUTOMOBILES AND A NON-EXCLUSIVE EASEMENT FOR THE SOLE PURPOSE OF PERMITTING RESTAURANT PATRONS TO PARK THEIR AUTOMOBILES IN NOT MORE THAN 11 PARKING SPACES AS CREATED BY EASEMENT AGREEMENT DATED JANUARY 27, 1994 AND RECORDED FEBRUARY 2, 1994 AS DOCUMENT 94110518 BY AND BETWEEN RIGGS NATIONAL BANK OF WASHINGTON D.C. AND FREEDOM I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 TO USE 9 PARKING SPACES AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN FREEDOM TWO LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AND OUTBACK STEAKHOUSE OF FLORIDA, INC., A FLORIDA CORPORATION DATED JANUARY 27, 1994 AND RECORDED FEBRUARY 2, 1994 AS DOCUMENT 94110521, OVER LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 10, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK, SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK AND THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK, WHICH DECLARATION AND AMENDMENTS WERE RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 89576281, AND IN LAKE COUNTY, ILLINOIS AS DOCUMENT NUMBERS 2251413, 2267866, 2268521 AND 2586030, FOR INGRESS, EGRESS AND DRIVEWAY PURPOSES, OVER THE FOLLOWING DESCRIBED LAND:

(A) THAT PORTION OF LOT 2 IN BUFFALO GROVE BUSINESS PARK UNIT 9 RECORDED AS DOCUMENT NUMBER 88504177 DESCRIBED IN SAID THIRD AMENDMENT TO DECLARATION AS EASEMENT PREMISES "A".

(B) THAT PORTION OF LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 10 RECORDED AS DOCUMENT NUMBER 88504178 DESCRIBED IN SAID THIRD AMENDMENT TO DECLARATION AS EASEMENT PREMISES "B".

EXHIBIT B

Plan Set
Epicure Dining, LLC
720 W Lake Cook Rd

DRAFT

EXHIBIT C

Draft Minutes from August 19, 2026 Planning & Zoning Commission Meeting
Epicure Dining, LLC
720 W Lake Cook Rd

DRAFT

Business Narrative Statement

Project Modification

Due to the high estimated cost of converting the existing front covered porch into enclosed dining space, the applicant has revised the project to maintain the building's existing footprint rather than construct the previously proposed addition. As part of this revision, no new enclosed floor area will be added, and the proposed expansion has been eliminated. The existing exterior walls and roof associated with the original building will remain in place, and the new exterior walls, roof structure, and windows that would have been part of the addition are no longer proposed. The project will consist of renovations to the existing building only, while maintaining the current building footprint. The proposed use of the property as a restaurant, banquet, and event venue remains unchanged.

Epicure Dining is a unique concept poised to fill an important gap in the suburban Chicago market. We are set to provide an international, family-friendly dining experience alongside a versatile banquet hall and event space that caters to a diverse range of cultural communities. Focusing on Ukrainian, Russian, American, Polish, German, Hispanic, and other global cuisines, Epicure will offer a welcoming space where people from all backgrounds can come together to celebrate community, culture, and culinary excellence. Whether hosting a family gathering, a wedding, or a corporate event, Epicure aims to provide an inclusive and memorable experience that showcases both the vibrant cultural tapestry of the Chicago area and the richness of international flavors.

The Chicago metropolitan area is home to a diverse population, and Epicure aims to engage with these communities, particularly those of Polish and Eastern European descent. The Polish community, with over 2.5 million residents in the area, and the Eastern European diaspora, including more than 300,000 people from the former USSR and a growing Ukrainian American population, represent a significant and underserved market. Epicure's goal is to provide a gathering place that reflects the cultural diversity of these groups, offering authentic international cuisine and creating a space that feels both familiar and inclusive.

At Epicure, we believe every event—whether personal or professional—should be an occasion to remember. Our event space will cater to various celebrations, from intimate family dinners to large-scale corporate functions. Our experienced team will work closely with clients to craft personalized menus and provide tailored event services, ensuring each occasion reflects cultural traditions and individual preferences. From the decor to the entertainment, Epicure will create a vibrant and festive atmosphere for all types of gatherings, making each experience feel unique and special.

The menu at Epicure will offer a diverse selection of dishes to suit all tastes, from elegant, formal dinners to more casual brunches. We will feature an array of international flavors, with a particular emphasis on Eastern European classics, while also incorporating American favorites. Every dish will be crafted with fresh, locally sourced ingredients, and clients will have the opportunity to customize their menus to fit their specific needs. Signature dishes will include favorites such as Borscht, Chicken Kiev, Pierogi, and Goulash, as well as gourmet options like Lobster Ravioli and Rack of Lamb. Epicure will also feature creative table settings and an exquisite coffee service to elevate every dining experience.

We will ensure that our guests have multiple convenient payment options, including cash, checks, and all major credit cards. Epicure will also be fully licensed to serve alcohol, meeting all necessary legal requirements to operate in Illinois.

To build brand awareness and attract customers, we will employ a multi-faceted marketing strategy that includes a strong presence on social media platforms like Instagram, Facebook, and TikTok. We will partner with local influencers and food bloggers to create buzz around our menu and events. A grand opening event will be held with live music, special promotions, and free samples, drawing attention to Epicure's unique offerings. Local advertising, online listings, and targeted email marketing campaigns will also help us engage the local community and spread the word about our diverse dining options.

Epicure's hours of operation will be flexible to accommodate various events and dining preferences. While we will primarily focus on dinner service by request, our banquet and event services will be available late into the evening on weekends. Special hours will be offered for private functions, conferences, and meetings based on reservations.

Our startup budget will be allocated toward the necessary renovations to create a welcoming and functional space, the purchase of commercial kitchen equipment, furniture, and fixtures, as well as video surveillance for security purposes. Legal fees and insurance costs will be covered, and initial marketing expenses will help establish Epicure's brand in the community. Additionally, staff salaries will be provided during the pre-opening period.

To ensure smooth operations, we will hire a dedicated team, including sous chefs, prep cooks, servers, line cooks, and food runners, all trained to provide exceptional customer service. Each team member will play an important role in delivering a seamless experience for every guest. Epicure is also committed to giving back to the local community. We will host monthly cultural events, such as dance classes, art exhibitions, and food festivals, to foster connections with the community and contribute to its cultural diversity. These initiatives will provide opportunities for families to engage with one another, celebrate their heritage, and create lasting memories together.

In conclusion, Epicure Dining will be more than just a restaurant. It will be a vibrant community hub where diverse cultures come together to enjoy exceptional food, create unforgettable memories, and celebrate life's special moments. By embracing cultural inclusivity, offering personalized services, and maintaining a commitment to culinary excellence, Epicure will become the premier destination for dining and events in suburban Chicago. Through thoughtful planning, community engagement, and a welcoming atmosphere, we are confident that Epicure will quickly establish itself as a top choice for families, businesses, and event planners throughout the region.

2Description of Business Operations

Epicure Dining will operate as a full-service restaurant, banquet hall, and event space, offering a wide variety of dining experiences tailored to the needs of our diverse clientele. Our operations will be designed to ensure a seamless and exceptional experience for both our guests and staff,

emphasizing efficiency, high-quality service, and a focus on cultural inclusivity.

Daily Restaurant Operations

Epicure's core operation will be our restaurant service, which will focus on providing a diverse range of international dishes, with an emphasis on freshly prepared meals using locally sourced ingredients. Our kitchen will operate with a high standard of culinary expertise, ensuring that every dish meets our guests' expectations.

- **Service Model:** Epicure Dining operates with tailored hours to accommodate both regular dining and special events. Lunch and dinner service is available by request from Monday to Thursday, 12:00 PM to 11:00 PM. For banquets and special occasions, the venue extends its hours on Fridays, Saturdays, and Sundays from 12:00 PM to 2:00 AM, offering flexibility for brunches, receptions, and late-night gatherings.

- **Reservations:** We will provide a user-friendly reservation system through our website, along with phone and email booking options.

- **Staffing:** The restaurant team will include front-of-house staff (servers, host/hostess, and food runners) as well as kitchen staff (sous chefs, line cooks, and prep cooks) who will ensure efficient and high-quality food preparation and service. Our executive chef will oversee the culinary team, ensuring consistency and excellence in every dish.

Event & Banquet Services

Epicure will provide flexible and versatile event space for various occasions, such as weddings, birthdays, corporate events, and large social gatherings. Our goal is to provide a one-stop-shop for clients looking to host unforgettable events, complete with a personalized dining experience and cultural celebrations.

- **Venue Setup:** The event space will be adaptable for both small and large gatherings. We will offer different seating arrangements based on the event, including banquet-style tables, round tables, or even open-floor seating for events like dances or performances. Each event will be designed according to the client's preferences, including specialized décor and custom themes.

- **Event Planning & Coordination:** Our event coordinators will assist clients from start to finish, providing personalized recommendations for menu options, décor, entertainment, and other event needs. For cultural events, we will work with local performers, musicians, or artists to incorporate traditional entertainment that aligns with the client's cultural background.

- **Catering Services:** The catering menu will be tailored to each event, allowing clients to choose from a range of international dishes.

- **Alcohol & Beverage Service:** Epicure will offer a selection of wines, beers, and cocktails to complement the meal.

Supplier & Vendor Relationships

Epicure will establish relationships with local suppliers and vendors to ensure the highest quality ingredients and products are used in both our restaurant and event services. This includes sourcing fresh produce, meats, seafood, and specialty items for our international menu offerings.

- **Local Sourcing:** Where possible, we will prioritize local farmers, butchers, and artisans for fresh and organic ingredients, supporting the regional economy and ensuring sustainable practices.
- **Event Vendors:** For larger events, we will work with trusted vendors for services such as floral arrangements, music, photography, and audiovisual equipment. These partnerships will ensure that each event is well-rounded and meets the expectations of our clients.

Operational Hours & Scheduling

Epicure's regular hours of operation will be set to accommodate both restaurant dining and event services.

- **Banquet & Event Hours:** Our event space will be open for banquets and private events Friday through Sunday, from 9am-1am Sunday through Thursday and 9am–2am Friday and Saturday, depending on reservations and private functions. Additional hours for conferences, meetings, and private dinners will be scheduled based on client reservations.
- **Staff Scheduling:** We will create a rotating schedule for our staff to ensure the restaurant and event operations are fully always staffed. Our scheduling will be based on peak times, such as weekends, holidays, and major events, allowing for flexibility while maintaining a high level of service.

In summary, Epicure Dining will be a well-integrated operation focused on providing exceptional food and personalized event services in a culturally inclusive environment. Our business model will prioritize customer satisfaction, local sourcing, and flexibility, ensuring a high-quality experience for all guests and clients. Through strategic operations and dedicated staff, we will establish Epicure as a premier destination for both casual dining and large-scale celebrations.



PLANNED UNIT DEVELOPMENT STANDARDS

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

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

Response:

Epicure Dining is located within the appropriate zoning district, specifically the B-1 Business District, Limited Retail, which has a minimum area requirement of 1 acre. The property meets and exceeds this minimum requirement, ensuring that the site is adequately sized for the proposed use. Additionally, the site plan takes into account the surrounding zoning districts, and in cases where the restaurant's property abuts or is directly across from similarly zoned areas, those areas have been considered in the overall land calculations. This ensures that the site complies with the minimum area requirements and remains consistent with the intended use of the surrounding zoning districts.

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:

Epicure Dining will complement the surrounding neighborhood, offering a dining experience that aligns with the area's character and enhances the community. The nature of the restaurant's use—moderate in size and scale—will not place undue pressure on local resources or negatively impact the quality of life for neighboring residents. It is strategically located to ensure minimal disruption, with careful attention to noise control, traffic management, and waste disposal.

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:

Epicure Dining development plan has been carefully designed. Efforts have been made to minimize the impact on the environment by incorporating sustainable design. Any floodplain areas have been carefully considered in the layout, with drainage and stormwater management solutions that will prevent any disruption to natural water flow. Landscaping and screening will enhance the aesthetic appeal of the site while maintaining the integrity of the surrounding environment. The plan ensures that the development harmonizes with the natural landscape, safeguarding the area's ecological value and scenic beauty for future generations.



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:

Epicure Dining conforms to all applicable requirements set forth for commercial uses within the planned unit development (PUD), as outlined in the zoning regulations. The development adheres to the specific guidelines for building size, setbacks, parking, and landscaping that apply to commercial establishments in the area. Any variations from the standard requirements have been carefully considered to ensure that they are necessary for the proper planning and functionality of the PUD. These adjustments are designed to enhance the overall planning of the site while maintaining compatibility with the surrounding residential and commercial uses. In all respects, the restaurant meets the standards for its classification and contributes positively to the development's cohesive design.

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:

Epicure Dining will be located on a lot with sufficient area and width to accommodate the intended use while meeting all necessary zoning and planning requirements. The size and layout of the property allow for the proper development of the restaurant, with ample space for parking, landscaping, and building placement. The development has been designed in such a way that it will not result in the creation of any leftover outlots or irregular spaces that would be difficult to develop in the future. The property is shaped and sized to ensure that all portions of the lot can be effectively utilized, maintaining the overall integrity and functionality of the site for current and future development needs.

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

SPECIAL USE STANDARDS

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

Response:

Epicure Dining will serve the public convenience by providing a much-needed dining option in the area, catering to local residents and visitors alike. It will offer a variety of meals, contributing to the local economy and creating a social hub for the community. The operation of the restaurant will not be detrimental to public health, safety, or general welfare, as it will adhere to all local zoning laws, health codes, and safety regulations. Measures will be in place to manage traffic flow, prevent noise disturbances, and ensure waste disposal meets environmental standards. Additionally, the restaurant will provide sufficient parking, maintaining a safe environment for both customers and pedestrians. Overall, the restaurant will enhance the community's quality of life without posing any risk to public well-being.

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 restaurant are well-suited to the subject property, which is large enough to accommodate the operation without overwhelming the surrounding area. The nature and intensity of the restaurant's operation will be consistent with the character of the district, offering a moderate dining experience that complements the neighborhood's existing businesses and residential spaces. The site is strategically located with easy access to major streets, ensuring smooth traffic flow and minimizing congestion. The restaurant's design and scale are compatible with the surrounding development, maintaining harmony with the district's aesthetic and contributing to its overall orderly growth.

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:

Epicure Dining will not be injurious to the use and enjoyment of nearby properties, as it is designed to complement the existing character of the area. The restaurant's operation will not create

disruptive noise, odors, or excessive traffic that could negatively affect the neighboring properties. Additionally, the establishment will adhere to all zoning regulations, ensuring that its presence enhances the neighborhood rather than detracts from it. Rather than diminishing property values, the restaurant is expected to positively contribute to the area by attracting customers, improving the local economy, and potentially increasing demand for nearby properties. Overall, the restaurant will be a positive addition to the community without negatively impacting neighboring properties.

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

Response:

The nature, location, and size of the restaurant building are thoughtfully designed to fit seamlessly within the zoning district and will not impede or discourage the development of adjacent land and properties. The structure is appropriately scaled to complement the surrounding area, ensuring that it does not block views, create unnecessary traffic congestion, or disrupt the flow of development in the district. Additionally, the restaurant's design and operation are in alignment with the zoning regulations, allowing for future growth and development of neighboring properties without hindrance. The establishment will enhance the area by providing a quality service while leaving ample opportunity for further development in accordance with the zoning district's intended use.

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

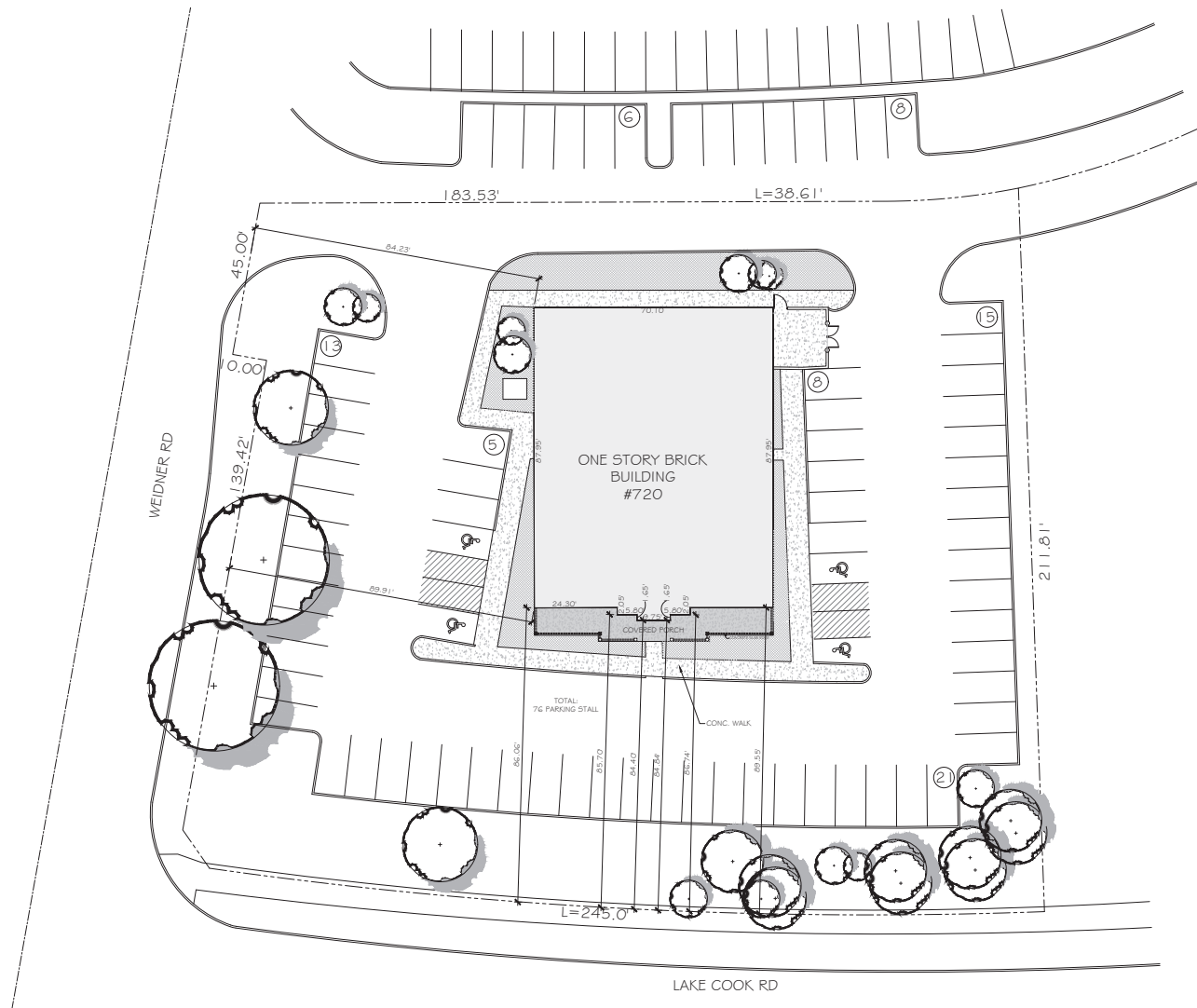
Response:

Adequate utilities, access roads, drainage, and other necessary facilities have been carefully planned to support the restaurant's operation and ensure minimal impact on the surrounding area. The restaurant will be connected to existing municipal water, sewer, and electrical systems, with all necessary upgrades to accommodate the business. Access roads will be designed for smooth traffic flow, and parking will be sufficient for both customers and staff. A comprehensive drainage plan has been developed to prevent any runoff or flooding issues, ensuring that the site remains environmentally responsible. These infrastructure improvements will be implemented prior to the restaurant's opening, guaranteeing that all essential services are in place to support the establishment and its integration into the community.

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:

The parking area for the restaurant will accommodate the expected volume of customers and staff, with ample space to ensure smooth flow and prevent congestion. The parking lot is strategically located on the property to minimize any impact on surrounding areas. The entrance and exit driveways will be carefully planned to provide safe and efficient access, with clear signage and design elements to direct traffic flow and reduce potential hazards. These measures will prevent traffic disruptions and minimize the risk of accidents, ensuring that the restaurant's parking facilities integrate seamlessly with the surrounding neighborhood and public streets.



EXISTING SITE PLAN
SCALE: 1/16"=1'-0"

1

Document Record:

Issued Date	Description
12.20.2025	FOR DEMOLITION PERMIT
01.20.2026	BUILDING PERMIT SET
03.09.2026	BUILDING PERMIT REVIEW #1
04.03.2026	BUILDING PERMIT REVIEW #1

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RENOVATING AN EXISTING RESTAURANT
EPICURE DINING LLC
720 W LAKE COOK RD
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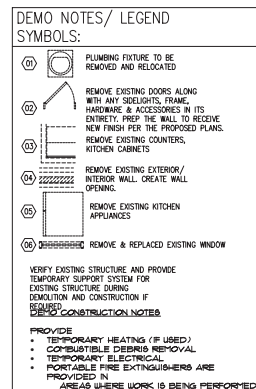
Issue Date: 09-27-2025
Drawn By: DBP PAI

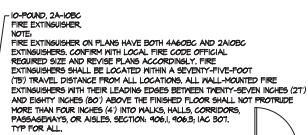
Sheet: EXISTING SITE PLAN

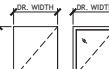
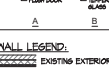
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PAI PROJECT NUMBER
20124.00

These drawings may have been reproduced at a scale different than originally shown. Owner and Architect assume no responsibility for use of incorrect scale. The contractor, designer, generator shall verify all existing conditions prior to proceeding with construction and verify all listed dimensions of any dimensions in conflict.



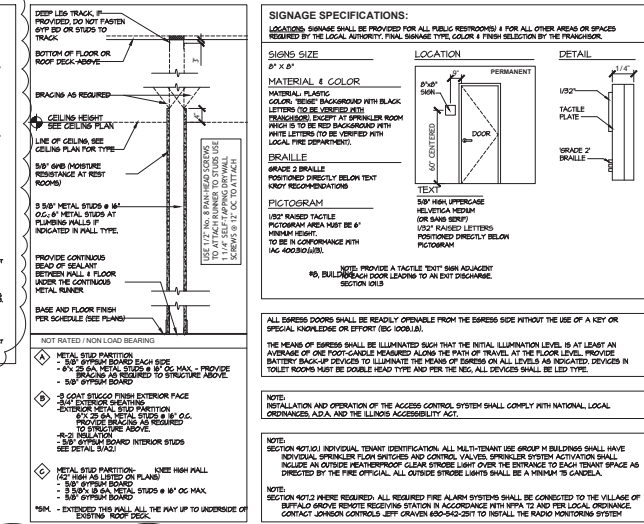


HARDWARE SET SCHEDULE		DOOR & FRAME TYPES:	
E-2.0	PRIVACY LOCKS (BOTH INTERIOR & STORAGE) LATCHES		
	LATCHES - "SLAM-SE" 120 P.W.R. BS. SFT. HINGES PER EACH DOOR LEAF (OR EQUAL) LVLN: "SLAM-SE" 5-2000 SERIES LATCH IN ADA COMPLIANT LEVER HANDLE, BRUSHED CHROME (OR EQUAL) DR. STIP: "HANGER" FLOOR-2400, 2400 (OR EQUAL)		
E-2.0	SLIP-LOCK LATCHES		
	LATCHES - 120 P.W.R. BS. SFT. HINGES PER EACH DOOR LEAF (OR EQUAL) LVLN: "SLAM-SE" 5-2000 SERIES LATCH IN ADA COMPLIANT LEVER HANDLE, BRUSHED CHROME (OR EQUAL) DR. STIP: "HANGER" FLOOR-2400, 2400 (OR EQUAL) INTERIOR: "HANGER" - ADA COMPLIANT SLAM-SE 120 P.W.R. BS. SFT. HINGES PER EACH DOOR LEAF (OR EQUAL) LVLN: "SLAM-SE" 5-2000 SERIES LATCH IN ADA COMPLIANT LEVER HANDLE, BRUSHED CHROME (OR EQUAL) DR. STIP: "HANGER" FLOOR-2400, 2400 (OR EQUAL)		
E-2.0	SLIP-LOCK LATCHES		
	LATCHES - 120 P.W.R. BS. SFT. HINGES PER EACH DOOR LEAF (OR EQUAL) LVLN: "SLAM-SE" 5-2000 SERIES LATCH IN ADA COMPLIANT LEVER HANDLE, BRUSHED CHROME (OR EQUAL) DR. STIP: "HANGER" FLOOR-2400, 2400 (OR EQUAL) INTERIOR: "HANGER" - ADA COMPLIANT SLAM-SE 120 P.W.R. BS. SFT. HINGES PER EACH DOOR LEAF (OR EQUAL) LVLN: "SLAM-SE" 5-2000 SERIES LATCH IN ADA COMPLIANT LEVER HANDLE, BRUSHED CHROME (OR EQUAL) DR. STIP: "HANGER" FLOOR-2400, 2400 (OR EQUAL)		
E-2.0	PASSAGE LATCHES (HALLWAY / FREE ROOM)		
	LATCHES - "SLAM-SE" 120 P.W.R. BS. SFT. HINGES PER EACH DOOR LEAF (OR EQUAL) LVLN: "SLAM-SE" 5-2000 SERIES LATCH IN ADA COMPLIANT LEVER HANDLE, BRUSHED CHROME (OR EQUAL) DR. STIP: "HANGER" FLOOR-2400, 2400 (OR EQUAL)		

HANDICAP ACCESSIBLE HARDWARE:

ALL HARDWARE FOR DOORS SHALL BE HANDICAP ACCESSIBLE PER ILINIOS ACCESSIBILITY CODE SECTION 405.15 (j)(8).

HALL LEGEND:	
	EXISTING EXTERIOR HANGING WALL
	EXISTING INTERIOR NON-HANGING WALL
	NEW INTERIOR NON-HANGING WALL
	NEW EXTERIOR FRAME WALL

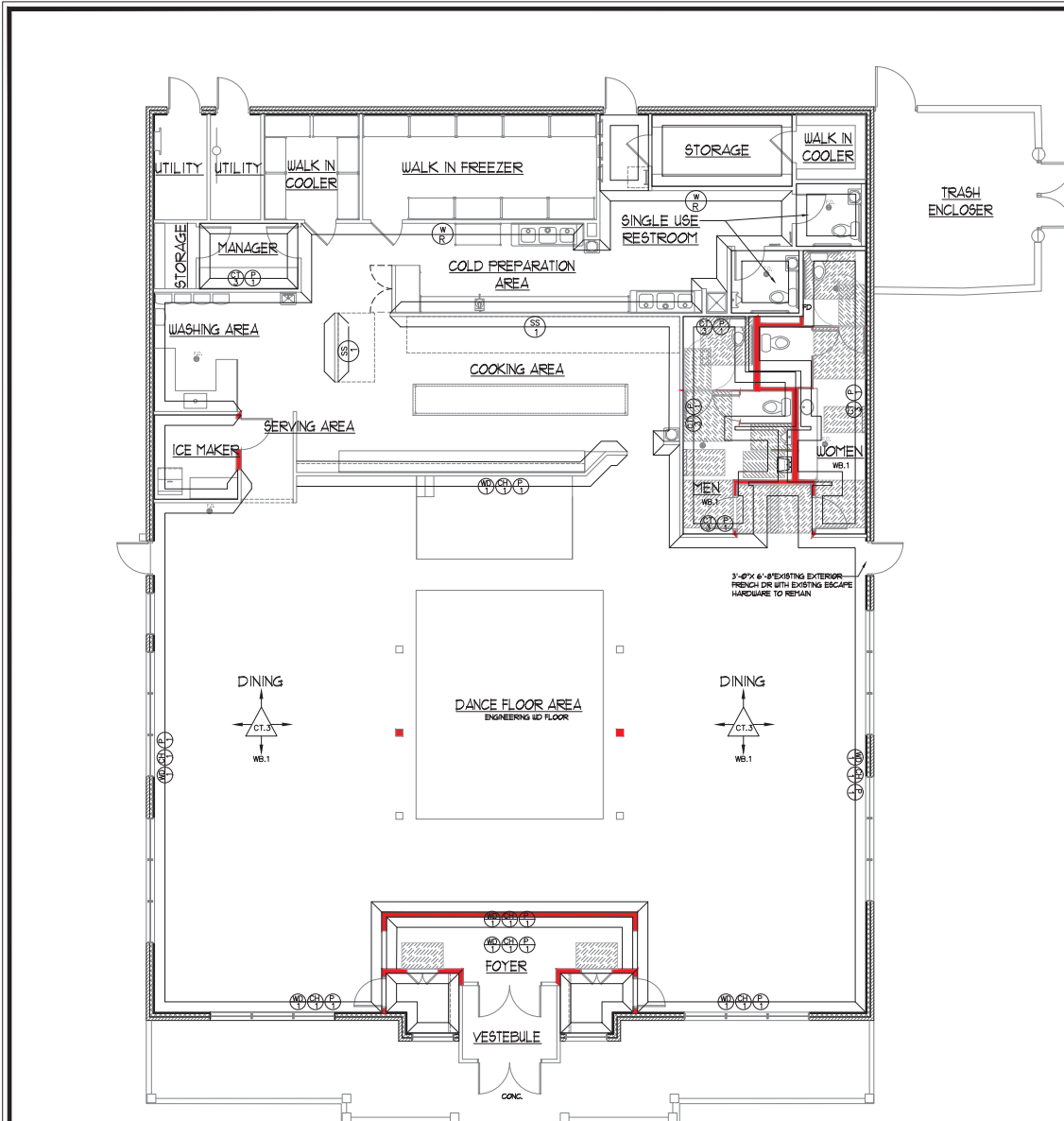


NOTES: THIS REVIEW IS FOR THE INTERIOR BUILD-OUT WORK SHOWN ON THE DRAWINGS ONLY. PORTIONS OF THE BUILDING OR SITE NOT INDICATED AS PART OF THE WORK ARE BEYOND THE SCOPE OF THIS REPORT UNLESS NOTED OTHERWISE.

NOTE: THIS REVIEW DOES NOT INCLUDE EXTERIOR SIGNS / ZONING ISSUES. EXTERIOR SIGNS / ZONING ISSUES ARE BEYOND THE SCOPE OF THIS REPORT.

NOTE: ONLY THOSE COMMENTS CITING A CODE SECTION REQUIRE A RESPONSE. COMMENTS WITHOUT A CODE SECTION ARE ITEMS TO BE DONE IN THE PROPER TIME.

RENOVATING AN EXISTING RESTAURANT
EPICURE DINING LLC
 720 W LAKE COOK RD
 BUTTERFIELD GROVE, IL 60089



WALL & FLOOR FINISH PLAN & SCHEDULE
SCALE: 3/16"=1'-0"

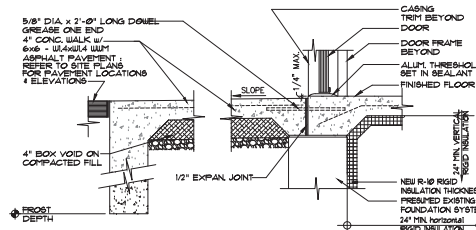
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TILES & STONE FINISH SCHEDULE (FLOOR & WALLS):					
SYMBOL	DESCRIPTION	MANUF.	SURF.	THICK.	NOTES
CT.1	PORCELAIN OR VINYL LAMINATED FLOOR PLANK	OWNER TO SELECT	G.C.	G.C.	OWNER TO SELECT - MATERIAL ALLOWANCE \$5.00 / SQ. FT.
CT.2	SUBWAY CERAMIC WALL TILE	OWNER TO SELECT	G.C.	G.C.	OWNER TO SELECT - MATERIAL ALLOWANCE \$4.00 / SQ. FT.
CT.3	PORCELAIN OR VINYL LAMINATED FLOOR PLANK	OWNER TO SELECT	G.C.	G.C.	OWNER TO SELECT - MATERIAL ALLOWANCE \$5.00 / SQ. FT.
WT.1	CERAMIC WALL TILE 6" x 6"	OWNER TO SELECT	G.C.	G.C.	OWNER TO SELECT - MATERIAL ALLOWANCE \$6.00 / SQ. FT.
ST.1	LEGGY STONE VENEER	OWNER TO SELECT	G.C.	G.C.	OWNER TO SELECT - MATERIAL ALLOWANCE \$8.00 / SQ. FT.
QT.1	QUARRY TILES 8" x 8"	LOCAL	G.C.	G.C.	----

WALL BASE FINISH SCHEDULE:					
SYMBOL	DESCRIPTION	MANUF.	SURF.	THICK.	NOTES
WB.1	VINYL WALL BASE (NOPEX OR EQUAL)	DARK GRAY OR BLACK COLOR	G.C.	G.C.	COLOR TO BE SELECTED BY OWNER
WB.2	QUARRY TILE BASE	LOCAL	G.C.	G.C.	----

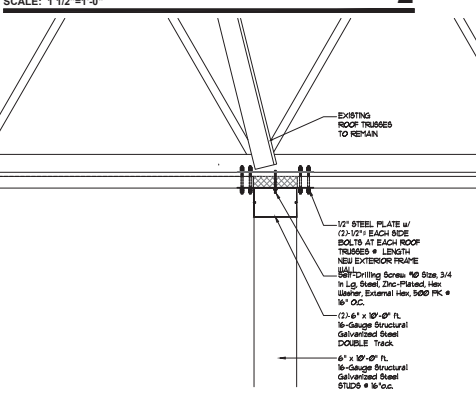
WALL FINISH SCHEDULE:					
SYMBOL	DESCRIPTION	MANUF.	SURF.	THICK.	NOTES
WR	WHITE FIBRE REINFORCED PLASTIC PANELS	P-140 WHITE	G.C.	G.C.	PAINTED FINISH - COLOR TO BE SELECTED BY OWNER / FRANCHISER
WD.1	PRE-FINISHED WOOD PANELS FOR WAINSCOT ON WALLS	LOCAL	G.C.	G.C.	SELECTED BY THE OWNER - EITHER PRE-FINISHED OR STAINED FINISH REFER TO THE FINISH PLAN FOR LOCATION
SS.1	STAINLESS STEEL PANELS FOR ENTIRE WALLS BEHIND THE HOOD	LOCAL	G.C.	G.C.	REFER TO THE FINISH PLAN FOR LOCATION
WC.1	WALL COVERINGS BLUE GRAPHICS ON WHITE	---	OWNER	G.C.	REFER TO THE FINISH PLAN FOR LOCATION
WC.2	WALL COVERINGS BLACK GRAPHICS ON WHITE	---	OWNER	G.C.	REFER TO THE FINISH PLAN FOR LOCATION
WC.3	WALL COVERINGS CIRCULAR GRAPHICS ON WHITE	---	OWNER	G.C.	REFER TO THE FINISH PLAN FOR LOCATION
PL.1	WALL PAINT INTERIOR ACRYLIC LATEX PAINT	---	OWNER	G.C.	SELECTED BY THE OWNER - REFER TO THE FINISH PLAN FOR LOCATION
CH.1	CHAIR RAIL - CENTER TO BE 34" A/F - 1/2" H. CONTINUOUS GRAL	---	G.C.	G.C.	SELECTED BY THE OWNER - EITHER PRE-FINISHED OR STAINED FINISH REFER TO THE FINISH PLAN FOR LOCATION

MILLWORK SCHEDULE:					
SYMBOL	DESCRIPTION	MANUF.	SURF.	THICK.	NOTES
GR.1	COUNTERTOP GRANITE OR SOLID SURF.	LOCAL	G.C.	G.C.	MIN. THICKNESS 3 CMS - COLOR TO BE SELECTED BY OWNER / FRANCHISER
SS.1	COUNTERTOP STAINLESS STEEL	LOCAL	G.C.	G.C.	----
LAM.1	PLASTIC LAMINATE FOR CABINETARY FINISHES - COLOR TO BE WHITE	---	G.C.	G.C.	COLOR TO BE VERIFIED WITH OWNER / FRANCHISER



THRESHOLDS DETAILS
SCALE: 1 1/2"=1'-0"

2



ATTACHMENT STUDS WALL DETAILS
SCALE: 1 1/2"=1'-0"

3

Document Record:

Issued Date	Description
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04.03.2026	04.03.2026



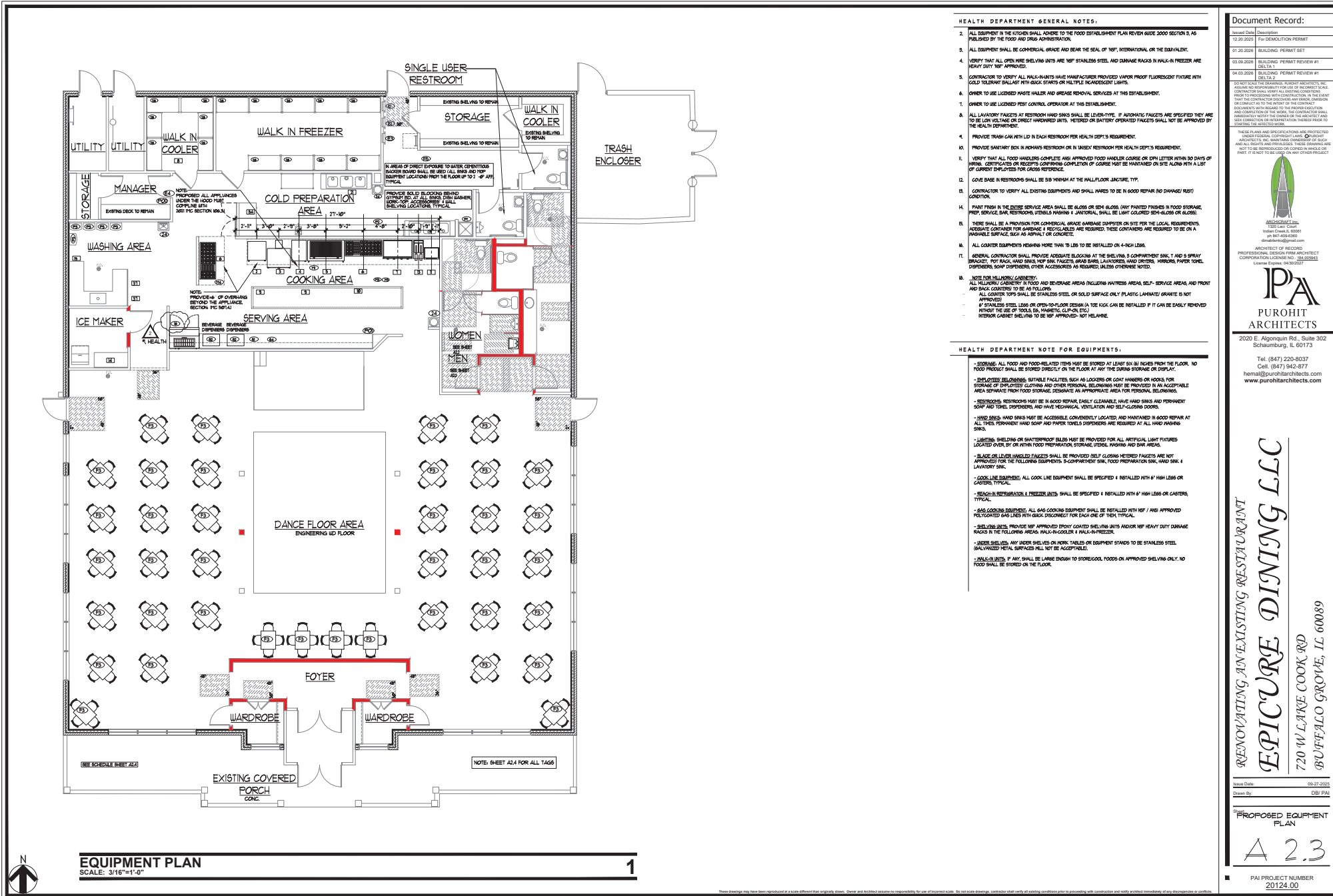
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email: @purohitarchitects.com
www.purohitarchitects.com

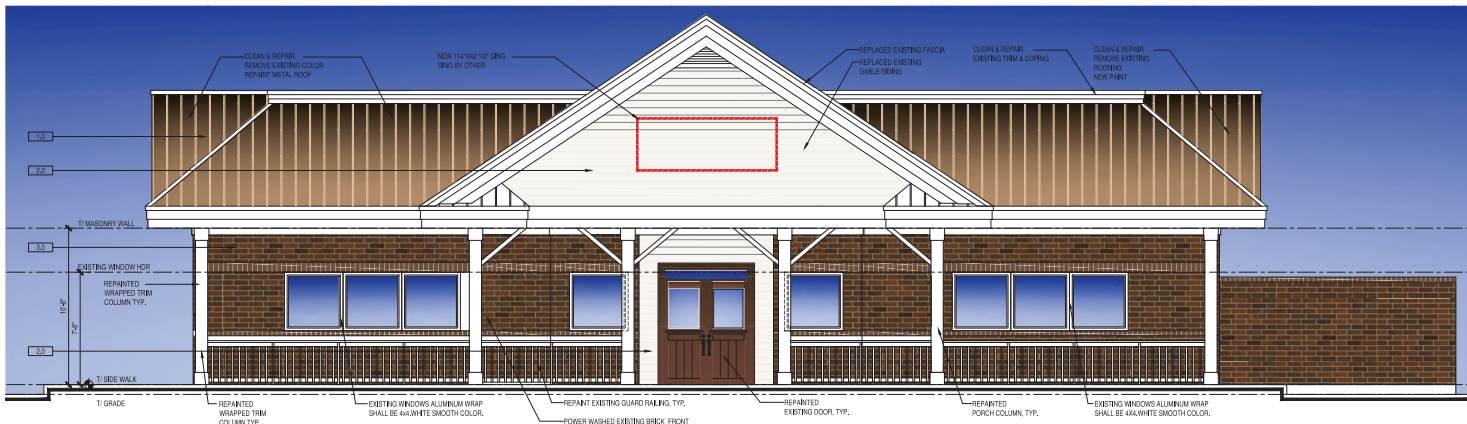
RENOVATING AN EXISTING RESTAURANT
EPICURE DINING LLC
720 W LAKE COOK RD
BUFFALO GROVE, IL 60089

Issue Date: 09-27-2025
Drawn By: DBP/PAN
Sheet: WALL & FLOOR FINISH PLAN & SCHEDULE

A 2.1

PA PROJECT NUMBER
20124.00





ELEVATION NOTES

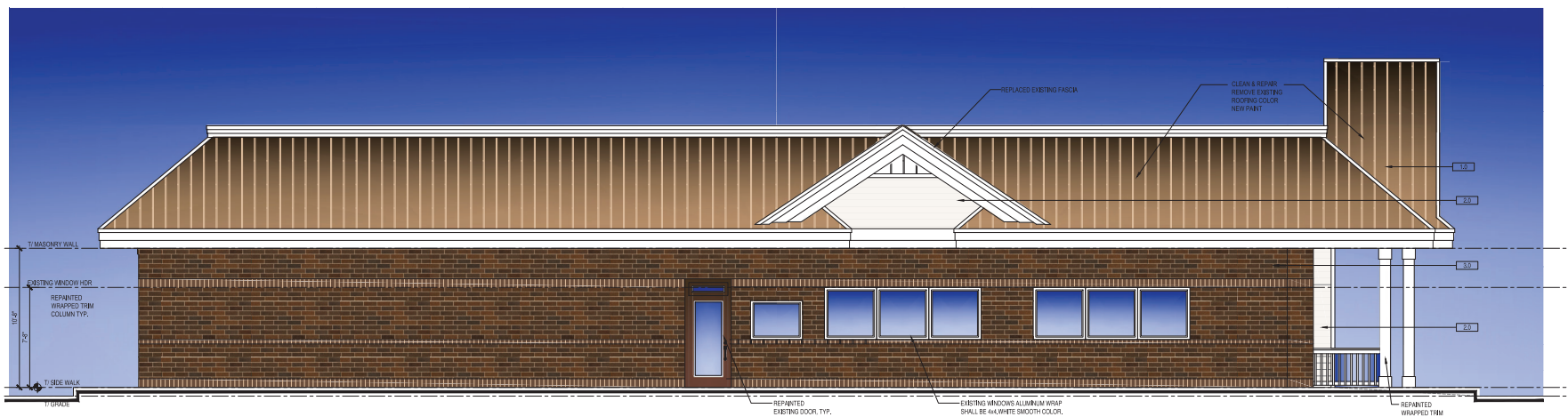
EXISTING SIDING:
POWER WASH AND REPAIR IN LIGHT BEIGE. FIELD VERIFY AND REPLACE EXISTING SIDING WITH NEW JAMES HARDIE SIDING.

EXTERIOR TRIM:
FIELD VERIFY TO REPLACE EXISTING TRIM. TYPICAL CORNERS SHALL BE 5/8\"/>

KEYNOTE LEGEND	
TAG	DESCRIPTION
1.0	POWER WASHED AND REMOVE OLD PAINT COLOR. REPAINT TO - DARK BRONZE MAT COLOR. EXISTING STANDING SEAM METAL ROOF.
2.0	EXISTING SIDING- POWER WASH AND REPAIR IN LIGHT BEIGE. FIELD VERIFY AND REPLACE EXISTING SIDING WITH NEW JAMES HARDIE SIDING.
3.0	EXISTING BRICK- POWER WASHED & CLEAN AVOID HIGH PRESSURE. DO NOT USE HIGH-PRESSURE WASHERS (>400PSI) AS THEY CAN DAMAGE OLDER, SOFTER BRICKS AND MORTAR.

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

1



PROPOSED LEFT-WEST ELEVATION
SCALE: 1/4"=1'-0"

2



Document Record:

Issued Date	Description
07.15.2020	EPICURE DINING AMENDMENT TO PLAN

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PROPOSED ELEVATIONS

A3.0

PAI PROJECT NUMBER
20124.00

RENOVATING AN EXISTING RESTAURANT

EPICURE DINING LLC

720 W LAKE COOK RD
BUFFALO GROVE, IL 60089

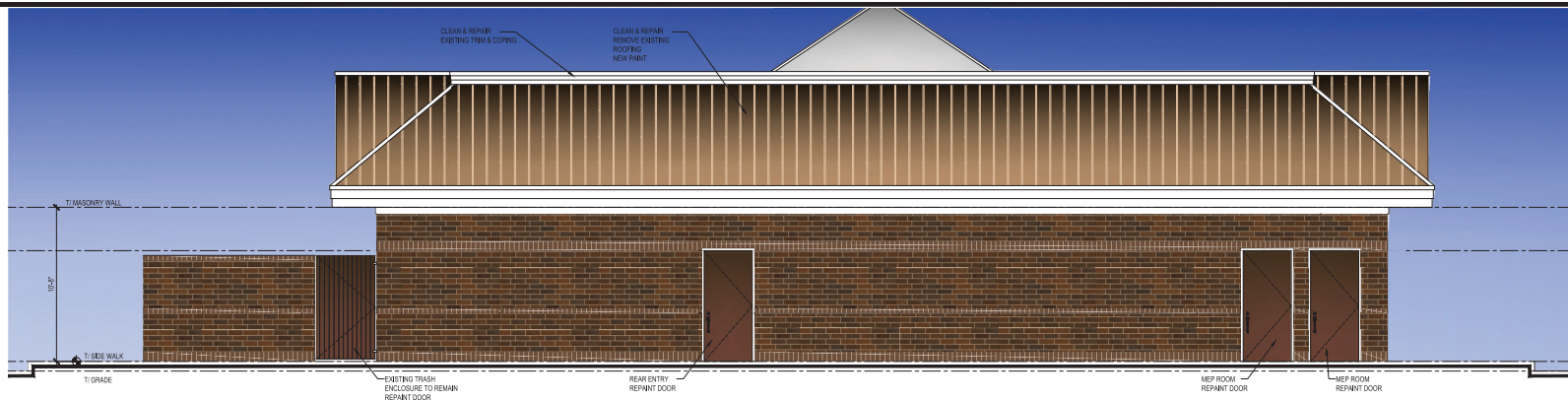
Issue Date: 09-27-2020

Drawn By: CDB PAI

Sheet: PROPOSED ELEVATIONS

PAI PROJECT NUMBER

20124.00



ELEVATION NOTES

EXISTING SIDING: POWER WASH AND REPAINT IN LIGHT BEIGE. FIELD VERIFY AND REPLACE EXISTING SIDING WITH NEW JAMES HARDIE SIDING.

EXTERIOR TRIM: FIELD VERIFY TO REPLACE EXISTING TRIM. TYPICAL CORNERS SHALL BE 5/8" X 6". FACING FRONT AND REAR W/ 5/8" X 4" AT SIDING.

TYPICAL FINISH: SHALL BE 5/8" X 6" SMART TRIM, WHITE COLOR.

FASCIA: ALUMINUM WRAPPED FASCIA BOARD. REPAIR REPLACED PARTIAL, WHITE REQUIRED. AMERIMAX WHITE SMOOTH REQUIRED.

EXISTING DOORS: ALUMINUM WRAP SHALL BE 5/8" X 6" WHITE SMOOTH COLOR.

EXISTING WINDOWS: ALUMINUM WRAP SHALL BE 4" X 4" WHITE SMOOTH COLOR.

EXISTING BRICK: POWER WASH & CLEAN AVOID HIGH PRESSURE. DO NOT USE HIGH PRESSURE WASHERS (400PSI) AS THEY CAN DAMAGE OLDER, SOFTER BRICKS AND MORTAR.

EXISTING STANDING SEAM METAL ROOF: POWER WASHED AND REMOVE OLD PAINT COLOR. REPAINT TO DARK BRONZE MAT COLOR.

GUTTER & DOWNSPOUT: REPLACED ALL OLD GUTTER & DOWNSPOUT TO DARK BRONZE MAT COLOR.

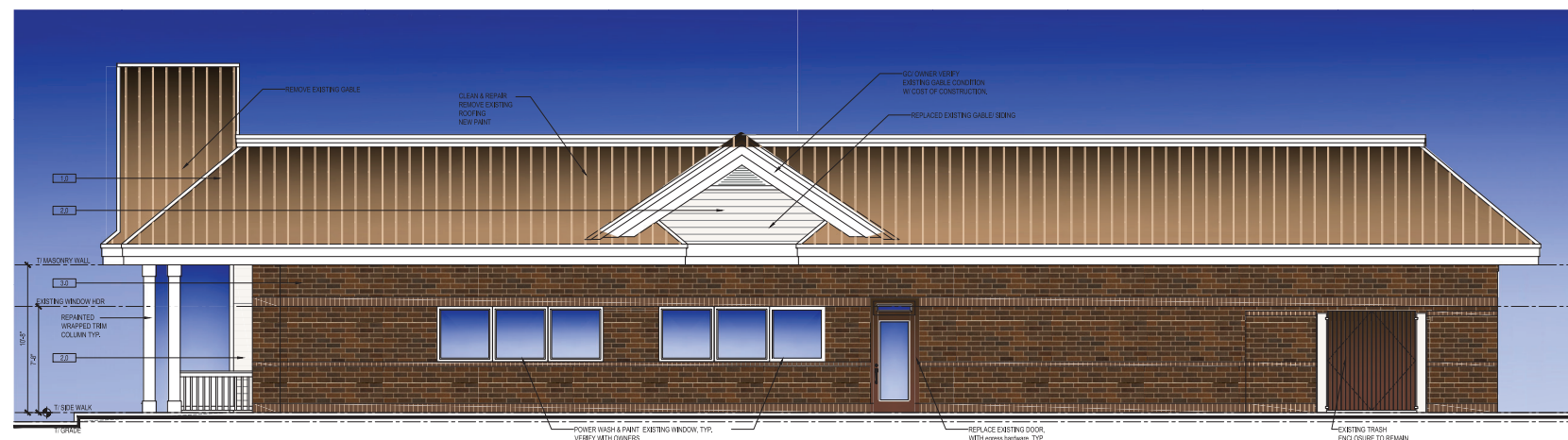
EXISTING WINDOW AND DOORS: EXISTING WINDOW AND DOOR ENCLOSURES WILL REMAIN. REPAIR AS NEEDED.

PROPOSED REAR-NORTH ELEVATION

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

1

KEYNOTE LEGEND	
TAG	DESCRIPTION
1.0	POWER WASHED AND REMOVE OLD PAINT COLOR. REPAINT TO - DARK BRONZE MAT COLOR. EXISTING STANDING SEAM METAL ROOF.
2.0	EXISTING SIDING- POWER WASH AND REPAINT IN LIGHT BEIGE. FIELD VERIFY AND REPLACE EXISTING SIDING WITH NEW JAMES HARDIE SIDING.
3.0	EXISTING BRICK- POWER WASHED & CLEAN AVOID HIGH PRESSURE. DO NOT USE - HIGH-PRESSURE WASHERS (400PSI) AS THEY CAN DAMAGE OLDER, SOFTER BRICKS AND MORTAR.



PROPOSED RIGHT-EAST ELEVATION

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

2

Document Record:

Issued Date	Description
07.15.2020	EPICURE DINING AMENDMENT TO PLOD

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RENOVATING AN EXISTING RESTAURANT

EPICURE DINING LLC

720 W LAKE COOK RD
BUFFALO GROVE, IL 60089

Issue Date: 09-27-2020
Drawn By: CDB/PAN

Sheet: **PROPOSED ELEVATIONS**

A3.1

PAJ PROJECT NUMBER
20124.00

Client:	Epicure Dining	Project:	Monument Sign	Revision:	
Address:	720 W. Lake Cook Rd. Buffalo Grove, IL 60089			Date:	6/23/2026

Monument Sign - Mockups:



Dimensions

Allowance:	15'H / distance to property line as height
Cabinet Size:	100"W x 42"H
Base Cap:	104"W x 5"H

Location



Sign Description

Sided:	Double
Illumination:	TBD
Fabrication:	TBD
Remove Existing:	No
Mounting:	TBD
Installation:	Included

Notes:

- Using existing brick base
- Depth of base?



**MARK
YOUR
SPACE**

1245 Humbracht Circle, Unit C
Bartlett, IL 60103
(630) 289-7082

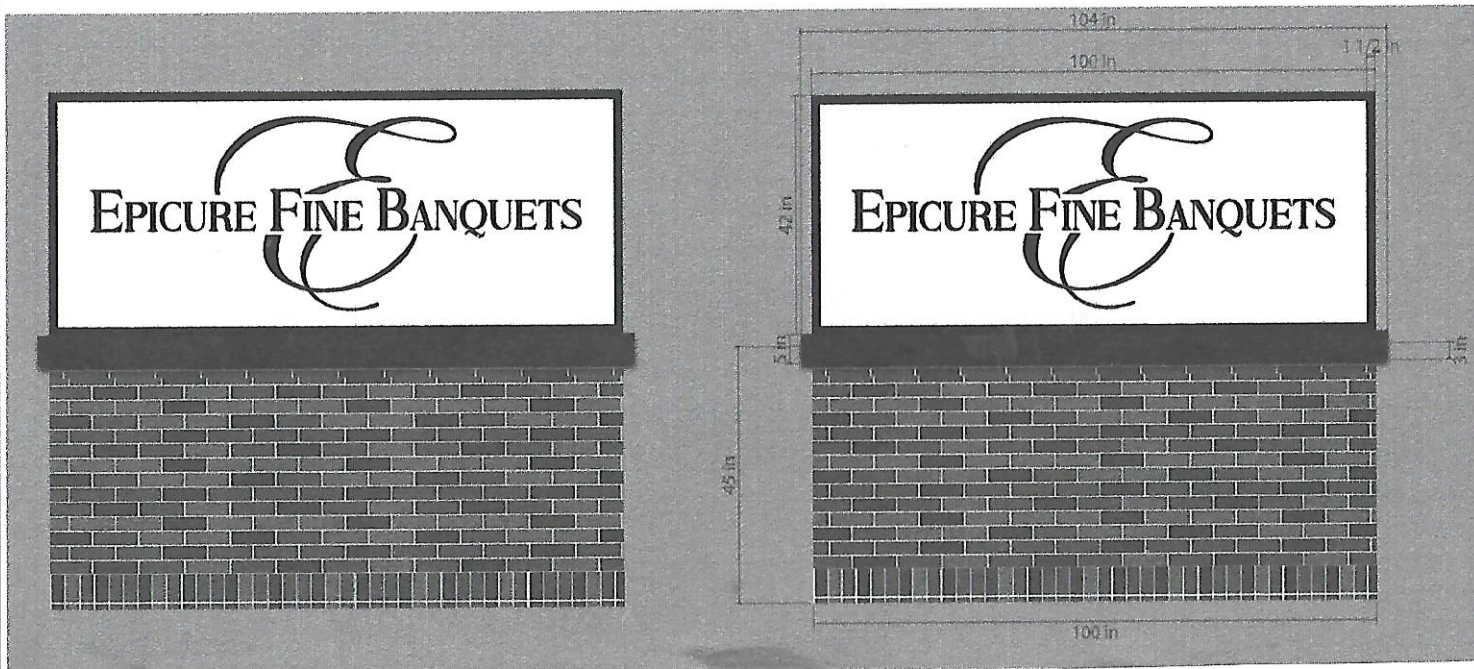
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Client:	Epicure Dining	Project:	Monument Sign	Revision:	7
Address:	720 W. Lake Cook Rd. Buffalo Grove, IL 60089			Date:	6/24/2026

Monument Sign - Artwork:



Dimensions

Allowance:	15'H / distance to property line as height
Cabinet Size:	100"W x 42"H
Base Cap:	104"W x 5"H
Base Size:	100" W x 45" H

Location



Lit Cabinet Sign

Sided:	Double-Sided
Illumination:	Internally Illuminated
Cabinet:	6"D, Painted ☒ Black
Face:	1-1/2" Retainer, Painted ☒ Black
Fabrication:	Aluminum Cabinet with Translucent Vinyl Print
LED Color:	White
UL Listed Parts:	Yes ☒
Electric w/in 5ft:	TBD
Access to Rear:	TBD
Installation:	[Yes] [No]
Removal:	[Yes] [No]

Notes:

- Using existing brick base
- Depth of base?



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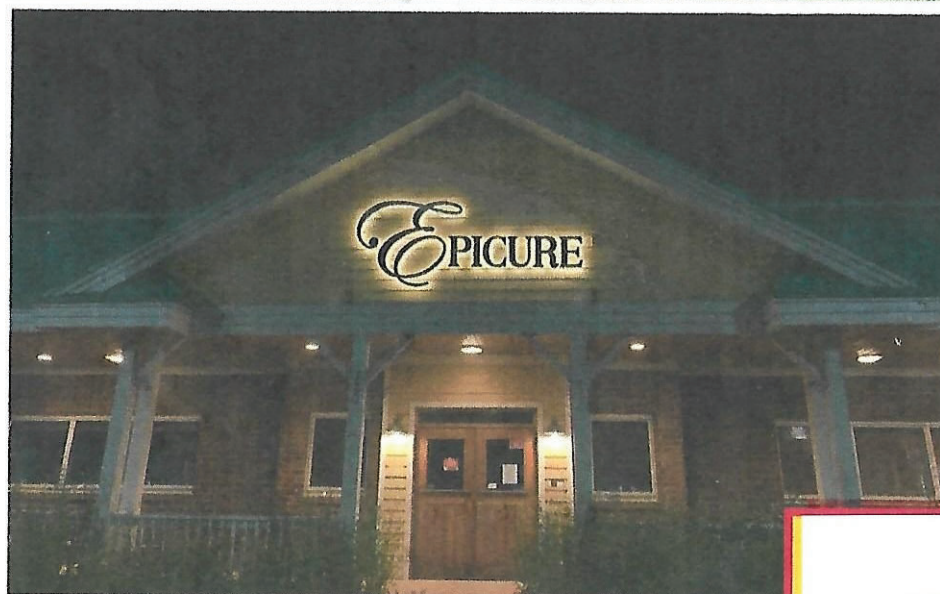
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Client:	Epicure Dining	Project:	Exterior Wall Sign	Revision:	9
Address:	720 W. Lake Cook Rd. Buffalo Grove, IL 60089	Date:	6/26/2026		

Exterior Wall Sign - Option 1 - Mockup:

measurement provided by client - needs to be confirmed



Dimensions

Allowance: **1/3 frontage width / 1/2 above lintel height**
 Size: 113.75" W x 42.50" H

Location



Halo/Back-Lit Channel Letters

Sided: Single-Sided
 Illumination: Internally Illuminated
 Fabrication: Halo/Back-Lit Channel Letters
 Return: 2" ■ Black
 Trim Cap: N/A
 Face Color: ■ Black
 LED Color: White
 UL Listed Parts: Yes 
 Electric w/in 5ft: Yes
 Access to Rear: Yes
 Installation: [Yes] [No]
 Removal: [Yes] [No]
 Surface Type: **TBD**
 Notes:



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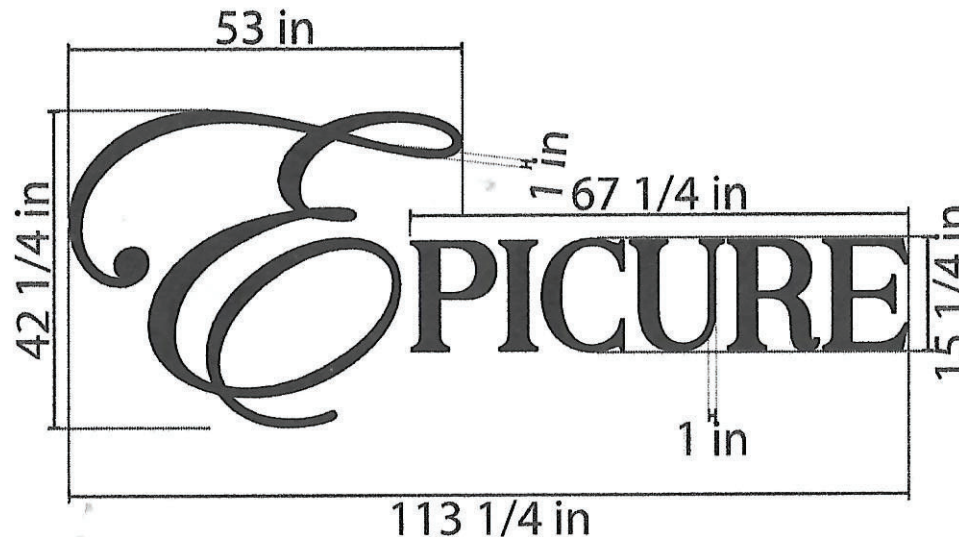
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Client:	Epicure Dining	Project:	Exterior Wall Sign	Revision:	7
Address:	720 W. Lake Cook Rd. Buffalo Grove, IL 60089			Date:	6/24/2026

Exterior Wall Sign - Artwork:

EPICURE



"EPICURE" will have day-night vinyl - lights up white at night

Dimensions

Allowance: 1/3 frontage width / 1/2 above lintel height

Size: 113'25" W x 42.25" H

Location



Halo/Back-Lit Channel Letters

Sided: Single-Sided
 Illumination: Internally Illuminated
 Fabrication: Halo/Back-Lit Channel Letters
 Return: 2" ■ Black
 Trim Cap: N/A
 Face Color: ■ Black
 LED Color: White
 UL Listed Parts: Yes 
 Electric w/in 5ft: Yes
 Access to Rear: Yes
 Installation: [Yes] [No]
 Removal: [Yes] [No]
 Surface Type: TBD
 Notes:



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HAMILTON PARTNERS, INC.
1130 Lake Cook Road, #190
Buffalo Grove, IL 60089
P (847) 459-9225
F (847) 459-8918

June 11, 2025

Mr. Kon Kruglyak
Epicure Dining

RE: 720 W. LAKE COOK ROAD

Dear Mr. Kruglyak,

Based on your input and per your previous emails submitted to our office, it is our understanding that you are seeking permits from the Village of Buffalo Grove for the renovation of the above captioned property which will, upon completion, be used as a "sit down" restaurant use with such use to include banquet use. This use would not include "fast food" use nor would it include a "social encounter" restaurant or bar which is designed and operated primarily for mixing, mingling and social encounters such as "singles bars".

Based on the above conditions, you have provided the attached site plan depicting 14 parking stalls located just north of your northern property line and contained within the boundary of the 750 Lake Cook Road building property. Ownership of the 750 Lake Cook Road property hereby acknowledges that contingent upon the use of the 720 building property as defined above, patrons of the restaurant are entitled to the use of these parking stalls located north of your northern property line as depicted on the enclosed drawing.

Given that the property is within the Buffalo Grove Business Park, John Stevens, our property manager, will reach out to you to review ongoing responsibilities as well as signage and exterior alterations approval requirements of the Owner of the 720 Building property in relation to the Buffalo Grove Business Park Property Owners Association. Please reach out if any questions. We hope that this location will prove to be very successful and look forward to the opening of this use within the Buffalo Grove Business Park.

Sincerely,



Timothy G. Beechick
Partner

TGB:mcs

Encl.

CC: John Stevens / HP

MEMORANDUM TO: Olga Karvatskaya
Epicure Dining

FROM: Brendan May, PE, PTOE
Principal

Luay Aboona, PE, PTOE
Principal

DATE: July 14, 2026

SUBJECT: Traffic and Parking Impact Statement
Epicure Dining Banquet Hall
Buffalo Grove, Illinois

This memorandum presents the findings of a summary traffic and parking evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Epicure Dining Banquet Hall to be located at 720 W. Lake Cook Road in Buffalo Grove, Illinois. The purpose of this study is to document the existing roadway conditions, estimate the peak hour trips to be generated by the facility, compare the trips generated to the previously use on site, and evaluate the adequacy of the proposed access drives and parking supply.

Proposed Development

The development site is located at 720 W. Lake Cook Road which occupies the northeast corner of the intersection of Lake Cook Road and Weidner Road in Buffalo Grove, Illinois. The existing building is approximately 6,220 square feet and has a 563 square-foot covered porch. As proposed, the existing building will be repurposed to contain a 175-seat banquet facility with eight to twelve employees. There are no proposed additions to the building. Hours of operation of the banquet facility will be from 7:00 P.M. to 12:00 A.M. on Friday, 7:00 P.M. to 2:00 A.M. on Saturday, and from 2:00 P.M. to 6:00 P.M. on Sunday. The facility will not be open the rest of the week. Access to the site will continue to be provided via two full movement access drives on the east-west circulation road connecting Weidner Road to Lake Cook Road. Parking for the site will be accommodated by the existing 76 parking spaces serving the site. A copy of the site plan is included in the Appendix.

Existing Roadway Characteristics

Lake Cook Road is an east-west principal arterial roadway that generally provides two travel lanes in each direction, at its signalized intersection with Weidner Road, Lake Cook Road provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on the eastbound and westbound approaches. Lake Cook Road is under the jurisdiction of the Cook County Department of Transportation and Highways and carries an annual average daily traffic (AATD) volume of 29,400 vehicles (IDOT 2022).

Weidner Road is generally a north-south local roadway that provides a single travel lane in each direction. At its signalized intersection with Lake Cook Road, Weidner Road provides an exclusive left-turn lane and a shared through/right-turn lane on the northbound and southbound approaches. Weidner Road is under the jurisdiction of the Village of Buffalo Grove.

Estimated Vehicle Trip Generation and Comparison

The volume of traffic estimated to be generated by the proposed facility was based on the proposed 175 seats proposed. Based on KLOA, Inc's past experience with banquet facilities, the typical vehicle occupancy (on average) is 2.5 people per vehicle with approximately 10 percent of attendees utilizing other means of transportation such as taxi, uber, lyft, etc. Therefore, it is anticipated that 7 vehicle trips will be generated by ridesharing vehicles and 63 trips generated by personal vehicles and that all of these vehicles will arrive in the hour leading up to the start of an event at the facility.

The trips estimated to be generated by the banquet facility were compared to the trips generated by the former use of the site as a restaurant based on information published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual* 12th Edition. For the purposes of this comparison Land-Use Code 932 High-Turnover Sit-Down Restaurant was utilized. **Table 1** summarizes the estimated vehicle trip generation and comparison. As can be seen from Table 1, the proposed banquet facility is anticipated to generate less trips than the existing use of the site as a restaurant.

Table 1
SITE-GENERATED TRIP ESTIMATE COMPARISON

ITE Land-Use Code	Type/Size	Weekday Evening Peak Hour		
		In	Out	Total
	Personal Vehicle Trips	63	0	63
	Drop-Off/Pick-Up Trips	7	7	14
	Banquet Facility Total	70	7	77
932	High-Turnover (Sit-Down) Restaurant (6,220 s.f.)	49	47	96
	Difference	+21	-40	-19

Access Evaluation

Access to the site is provided via two full movement access drives off a circulation roadway that connects Weidner Road with Lake Cook Road. The circulation roadway has a right-in/right-out intersection with Lake Cook Road and a full movement access drive with Weidner Road. As previously indicated, Weidner Road has a signalized intersection with Lake Cook Road. This access system will be adequate to serve the proposed banquet facility due to the following:

- The banquet facility is open in the late evening and on weekends when the traffic volumes along Lake Cook Road are much lower than the weekday morning and evening peak hour of commuter traffic.
- The signalized intersection of Weidner Road with Lake Cook Road serves various other general office, medical office, restaurant, and hospitality land-uses that are not open at the same time as the proposed facility.
- The proposed access system provides efficient and flexible access with multiple means of ingress and egress to Lake Cook Road.

Parking Evaluation

The parking demand for the proposed development was estimated based on the Village of Buffalo Grove Zoning Ordinance and data provided from Epicure Dining.

Village of Buffalo Grove Parking Requirements

The Village of Buffalo Grove Zoning Ordinance requires that parking for eating and drinking establishments provide parking at a ratio of one parking space per 100 square-feet. With an existing building size of 6,220 square feet, a total of 62 parking space is required. Therefore, the existing 76 parking spaces meets the Village of Buffalo Grove Zoning Ordinance.

Estimated Parking Demand

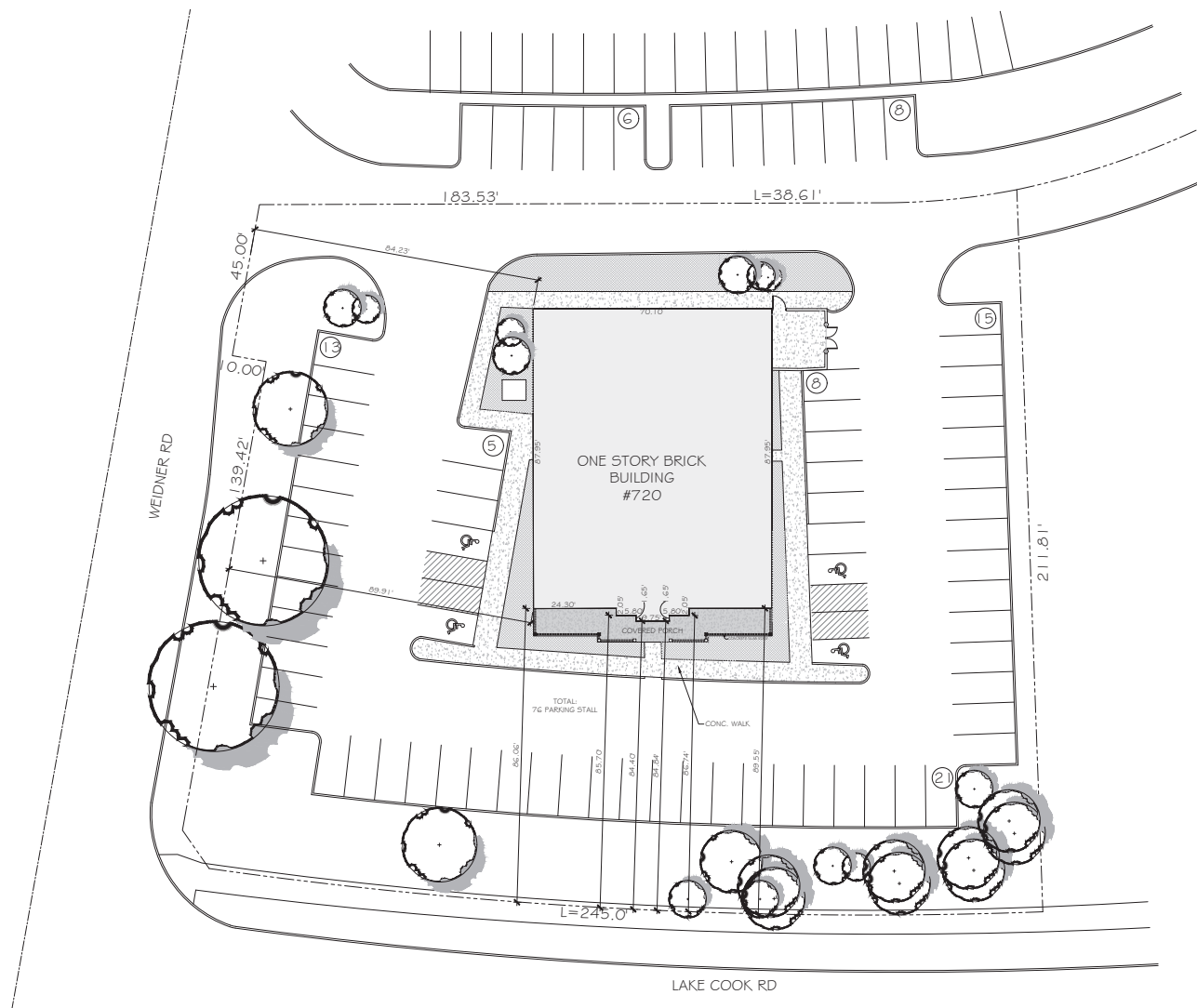
As previously indicated, the banquet facility will have a total of 175 seats. Based on KLOA, Inc's past experience with banquet facilities, the typical vehicle occupancy (on average) is 2.5 people per vehicle with approximately 10 percent of attendees utilizing other means of transportation such as taxi, uber, lyft, etc. Therefore, the anticipated parking demand for guests of the proposed facility for a peak event will be 63 spaces. With up to 12 employees, the total estimated parking demand will be 75 spaces. Therefore, the 76 parking spaces can accommodate the estimated parking demand for a peak event. However, it should be noted that the parking spaces located on the north side of the circulation roadway should be utilized by employees of the facility so that the parking spaces proximate to the building are available for guests.

Conclusion

Based on the proposed development plan and the preceding evaluation, the following conclusions and recommendations are made:

- The traffic to be generated by the proposed banquet facility will not have a significant impact on the surrounding roadway network.
- The peak hour traffic estimated to be generated by the banquet facility is less than the traffic estimated to be generated by the parcel as a restaurant land-use.
- The access system as proposed will be adequate in accommodating the future traffic volumes given that:
 - The banquet facility is open in the late evening and on weekends when the traffic volumes along Lake Cook Road are much less than the weekday morning and evening peak hour of commuter traffic.
 - The signalized intersection of Weidner Road with Lake Cook Road serves various other general office, medical office, restaurant, and hospitality land-uses that are not open at the same time as the proposed facility.
 - The proposed access system provides efficient and flexible access with multiple means of ingress and egress to Lake Cook Road.
- The proposed facility will have 76 parking spaces which will meet the parking requirements per the Village of Buffalo Grove Zoning Ordinance and can accommodate a peak event based on KLOA, Inc.'s experience with similar facilities.

Appendix



EXISTING SITE PLAN
SCALE: 1/16"=1'-0"

1

Document Record:

Issued Date	Description
12.20.2025	FOR DEMOLITION PERMIT
01.20.2026	BUILDING PERMIT SET
03.09.2026	BUILDING PERMIT REVIEW #1
04.03.2026	BUILDING PERMIT REVIEW #1

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CORPORATION LICENSE NO. 04-000003
License Expires: 04/30/2027

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RENOVATING AN EXISTING RESTAURANT
EPICURE DINING LLC
720 W LAKE COOK RD
BUFFALO GROVE, IL 60089

Issue Date: 09-27-2025
Drawn By: DBP PAI

Sheet: EXISTING SITE PLAN

A0.2

PAI PROJECT NUMBER
20124.00

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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, AUGUST 19, 2026**

CALL TO ORDER

Chairperson Weinstein called the meeting to order at 7:30 PM.

Roll call indicated the following were present: PZC Chairperson Weinstein, PZC Commissioner Moodhe, PZC Commissioner Spunt, PZC Commissioner Davis, PZC Commissioner Saxena, PZC Commissioner Gregory.

Absent: PZC Commissioner Au, PZC Commissioner Schwartz, PZC Commissioner Worlikar.

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

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

- A. **Consideration of an amendment to the Planned Development and Preliminary Plan, previously approved by Ordinance 1987-044 and as amended by Ordinance 2025-084, to eliminate the previously approved addition, while the proposed operation still includes a banquet facility and restaurant use, allowing Epicure Dining, LLC to operate at 720 W Lake Cook Road**

Principal Planner Binder provided an overview of the PUD Amendment request, including what has changed from the approval that occurred in 2025 to the proposed changes to the site.

Kon Kruglyak, Epicure Dining, LLC, was sworn in. He gave an overview of the request to remove the previously approved addition due to high costs.

Commissioner Gregory questioned the use of the previously approved addition.

Kruglyak stated it would have been an entry hallway.

Commissioner Gregory asked whether any dining space would be lost. He stated it sounds like the original variation may not have been required.

Kruglyak confirmed that no dining space will be lost with the removal of the addition.

Commissioner Moodhe asked whether there would be tables outside on the porch.

Kruglyak stated there is currently no plan to have tables on the porch.

Commissioner Moodhe asked whether it is a traditional restaurant.

Kruglyak stated that Monday-Thursday it is a traditional restaurant with reservations. Friday-Sunday it is mostly a banquet facility, but reservations may be available if space allows.

Commissioner Moodhe asked about the number of seats.

Kruglyak stated there are 175 seats.

Commissioner Spunt asked whether takeout is available.

Kruglyak stated yes, they would also provide takeout and that most of their business is on the weekends, prepping for weekend events.

Spunt asked whether reservations can be requested and the menu viewed online.

Kruglyak confirmed.

Chairperson Weinstein asked whether they own the property.

Kruglyak confirmed.

Chairperson Weinstein asked when the business would open.

Kruglyak stated they hope to be open as soon as possible.

Chairperson Weinstein asked about the work on the façade. Kruglyak stated they would clean up the façade and add to the roof structure.

Commissioner Davis made a motion to approval of the amendment to the Planned Development, subject to the conditions listed in the staff report. The motion was seconded by Commissioner Gregory.

Chairperson Weinstein stated he is in favor of the motion, as it is the same use and concept. It requires less work and still meets the requirements.

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

AYES: 6 Mitchell Weinstein, Adam Moodhe, Marc Spunt, Jason Davis, Sujat Saxena, Chad Gregory

NAYS: 0 None

ABSENT: 3 Amy Au, Neil Worlikar, Don Schwartz

Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

None.

B. Approval of Minutes

1. Approval of Draft Minutes from July 15, 2026 PZC Meeting

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

AYES: 6 Mitchell Weinstein, Adam Moodhe, Marc Spunt, Jason Davis, Sujat Saxena, Chad Gregory

NAYS: 0 None

ABSENT: 3 Amy Au, Neil Worlikar, Don Schwartz

Motion declared Passed.

C. Chairperson's Report

None.

D. Committee and Liaison Reports

Commissioner Gregory summarized the 8/17/2026 Village Board agenda items previously before the Planning and Zoning Commission, including the Comprehensive Plan adoption, the Siemens addition, and the Martial Arts Studio Special Use request.

Commissioner Moodhe questioned whether the designation was changed in the Comprehensive Plan within the Lake Cook Corridor Plan for the Golf Course. Binder stated it was.

E. Staff Report/Future Agenda Schedule

Binder stated that the Comprehensive Plan was approved and can be viewed on the Village's Website. He thanked the Commission for its help and input on the plan. He also stated that the September 2nd meeting will be canceled.

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.

None.

ADJOURNMENT

The meeting was adjourned 7:54 PM.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 8.d. O-2026-85

Ordinance Amending Title 5.20 Liquor Controls Alcohol Beverage Tasting Permits

Contacts

Liaison: President Smith

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance amending Title 5.20 Liquor Controls section 5.20.110 Alcohol Beverage Tasting Permits, section 5.20.005 Chapter Effective Date, and Table A-1 Fee Schedule of Appendix A Fees and Fines.

Summary

The process and related fees for alcohol beverage tasting permits were first established by Ordinance #1980-014 and have remained largely unchanged. This ordinance is to simplify and update the process for businesses to conduct alcohol beverage tastings and reduce staff time by consolidating frequent Monthly Tasting permits to a single annual Tasting permit application submitted at the time of liquor license renewal. An update to Table A-1 Fee Schedule of the Appendix Fees and Fines is also proposed to reduce the annual Tasting permit fee from \$1000.00 per year to \$600.00 per year to provide a more equitable fee structure for existing businesses and mitigate the impact on businesses from the tasting permit consolidation.

Strategic Alignment

Guiding Principle

Principle 7: Builds Our Community

Goal

Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

1. Memo - Amending 5.20 Liquor Controls (Tasting permit)
2. DRAFT Ordinance - Amending 5.20 Liquor Controls
3. Projected Revenue Impact Summary





MEMORANDUM

DATE: September 2, 2026

TO: Village Manager Dane Bragg

FROM: Assistant Village Manager Tyler Grace
Samina Shaikh, Administrative Services Manager / Deputy Village Clerk

SUBJECT: Amending Chapter 5.20 Liquor Controls

RECOMMENDATION

To streamline and simplify the application process for businesses to conduct alcohol beverage tastings during the year and reduce the staff time needed for review, staff recommends approval of changes to section 5.20.110 of the municipal code to amend Alcohol beverage tasting permits. The proposed changes would eliminate the need for businesses to apply for frequent Monthly Tasting Permits and consolidate the process to a single annual Tasting permit application submitted at the time of liquor license renewal. Staff also recommend amending Appendix A Fees and Fines to reduce the Tasting permit fee from \$1000.00 per year to \$600.00 per year to incentivize businesses to adopt the annual Tasting permit.

BACKGROUND

The Village of Buffalo Grove offers two types of alcohol beverage tasting permits for Class C and C-1 license holders; a Yearly Tasting permit and Monthly Tasting permit. Class C and C-1 licenses are typically held by grocery stores, convenience stores, or pharmacies. Currently, two establishments hold annual tasting permits (Jewel Osco and Woodman's), while one establishment regularly applies for monthly permits (Garden Fresh).

The annual fee for a Yearly Tasting permit is \$1,000 per year. The average annual revenue for the Village for the three-year period from the Yearly Tasting permits between 2023-2025 was \$2,000 per year. Yearly tasting permit holders can hold fifty-two tasting periods during any license year. The monthly fee for a Monthly Tasting permit is \$25 which was established in 1980 by Ordinance #1980-014 amending Chapter 5.20 (Liquor Controls). Monthly Tasting permit holders are limited to twenty-four tasting periods during any license year and no more than four tasting periods during any calendar month. The average annual revenue for the Village for the three-year period between 2023-2025 was \$150.

ANALYSIS

Staff Impact

Upon review, it was found that the time and effort by staff to process Monthly Tasting permits far exceeds the monthly application fee of \$25. Staff maintains application forms, enters data into the permitting system, takes payment, routes each application to the Local Liquor Commissioner for his review and approval and informs the Village attorney, processes issuance of permits stamped with the Village corporate seal, prepares acceptance letters that the applicant must sign agreeing to the terms of the municipal code, coordinates pick-up of permits from Village Hall, properly archives records, and monitors the number of monthly applications for individual tastings so as to not exceed the allowable number of tasting periods per year. Estimated total staff time is 2-3 hours per tasting application.

For Yearly Tasting permits, the request for tastings is included with the annual liquor license renewal application and the Yearly Tasting permit fee is paid at the time of renewal. Estimated total staff time is 0.5 hours per tasting application.

Permit Fee

A Class C license at the Village of Buffalo Grove costs \$2,500 per year. Staff analyzed liquor tasting fees at comparator municipalities and found that tasting permit fees varied. The Village of Mt. Prospect offers a \$1,000 annual tasting permit for liquor sampling. The Village of Palatine's annual liquor license cost exceeds \$4,000 but product sampling can be added for just \$135 per year. The Village of Wheeling has a stand-alone tasting license that costs \$2,500 annually and the Village of Vernon Hills annual Sampling Permit costs \$2,000 if it's the primary license and \$500 if supplemental.

Based on the research, staff recommend reducing the Village of Buffalo Grove Tasting permit fee from \$1,000 to \$600 per year to encourage businesses to obtain an annual Tasting permit in lieu of applying for frequent monthly permits and to mitigate impact on businesses from the tasting permit consolidation.

FINANCIAL IMPACT

Although the Village would incur a minor loss of \$350 in revenue per year with the proposed reduction in annual Tasting permit fee, it would result in a significant amount of savings in staff time and streamline the entire process to be more efficient and easier to manage. Businesses could apply just once for the annual Tasting permit when they renew their annual liquor license rather than the inconvenience of having to apply monthly for tasting approval. Additionally, consolidating tasting permits to one consistent annual permit will result in a fairer and more equitable fee structure for qualified businesses that wish to offer tastings to customers.

NEXT STEPS

Staff is proposing to bring a draft ordinance to the Board for consideration at the September 14th Board of Trustees meeting, with an effective date of 1/1/2027.

ATTACHMENTS

Projected Revenue Impact Summary



ORDINANCE 2026-xxx

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

SECTION 1. Section 5.20.005 of the Village of Buffalo Grove Municipal Code is hereby amended to read as follows:

5.20.005– Effective Date.

Section 5.20.005 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Section 5.20.005 shall provide as follows.

This chapter shall take effect May 1, 2024, except section 5.20.130, which shall be effective immediately until April 30, 2024. January 1, 2027.

SECTION 2. Section 5.20.110 of the Village of Buffalo Grove Municipal Code is hereby amended to read as follows:

5.20.110 – Alcohol beverage tasting permits.

Section 5.20.110 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Section 5.20.110 shall provide as follows.

A. Alcohol beverage tastings may be permitted under a Class C or C-1 license. Tastings shall only be permitted as a promotional activity.

~~B. Monthly Tasting permits.~~

- ~~1. Monthly tasting permit holders are limited to twenty-four tasting periods during any license year and no more than four tasting periods during any calendar month. No tasting period shall exceed three consecutive days.~~
- ~~2. The holder of a Class C or C-1 license may obtain a permit for each separate calendar month for a fee as set forth in Appendix A Table A-1 Fee Schedule of this Code upon application with the Village Clerk.~~

~~C.B. Yearly Tasting permits.~~

1. ~~Yearly~~ Tasting permit holders are limited to fifty-two tasting periods during any license year. No tasting period shall exceed three consecutive days.
2. The holder of a Class C or C-1 license may obtain a yearly tasting permit for a fee as set forth in Appendix A Table A-1 Fee Schedule of this Code upon application with the Village Clerk. The tasting permit shall run concurrently with the license year.

D.C. Tastings shall be subject to the following conditions and limitations:

1. The tasting shall be attended by and supervised by a full-time employee, who is BASSET certified (or its equivalent) and only in a designated area on the licensed premises as approved by the Local Liquor Control Commissioner and designated in the permit;
2. Up to three samples, consisting of no more than:
 - I. One-fourth ounce of distilled spirits;
 - II. One ounce of wine; or
 - III. Two ounces of beer may be served to a consumer in one day;
3. Each sample shall be served in a container which shall be disposed of following the sampling;
4. No licensee or agent thereof shall give or offer to give away alcoholic liquors as a gift, gratuity, or tie-in with the sale of nonalcoholic products or to induce the purchase of or promote the sale of nonalcoholic products;
5. There shall be no signs or other materials that are advertising the availability of "sampling" visible outside the licensed premises.

SECTION 3. Appendix A – Fees and Fines of the Village of Buffalo Grove Municipal Code is hereby amended to read as follows:

APPENDIX A – Fees and Fines

Table A-1 Fee Schedule of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in strikethrough and additions in underline text so that Table A-1 Fee Schedule shall provide as follows.

Buffalo Grove Municipal Code Section	Title/Classification	Fee
Title 5	Business Licenses, Permits, and Regulations	
5.20.105 subsection B.	Annual fee for BYOB liquor license	\$150.00
5.20.110 subsection B.2.	Monthly tasting permit	\$25.00
5.20.110 subsection C.2. <u>B.2.</u>	Yearly Tasting permit	\$1,000.00 <u>\$600.00</u>

SECTION 4.

- A. Section 5.20.005 Effective Date is amended to begin January 1, 2027.
- B. Section 5.20.110 Alcohol beverage tasting permits is amended to eliminate Monthly Tasting permits and consolidate tasting permits to single annual Tasting permits only.
- C. Table A-1 Fee Schedule in Appendix A Fees and Fines is amended to eliminate section 5.20.110 subsection B.2. Monthly tasting permit fee.
- D. Table A-1 Fee Schedule in Appendix A Fees and Fines section 5.20.110 subsection C.2 is renamed as 5.20.110 subsection B.2 Tasting permit and the fee is adjusted to \$600.00.
- E. This Section 4 shall not be codified.

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

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

Projected Revenue Impact Summary

Total Revenue Per Year (Current)				Total Revenue Per Year (Proposed)		
	Annual Class C license	Tasting fees per year	Total Revenue	Annual Class C license	Tasting fees per year	Total Revenue
Osco drug #3479	\$2,500	\$1,000	\$3,500	\$2,500	\$600	\$3,100
Woodman’s Food Market, Inc	\$2,500	\$1,000	\$3,500	\$2,500	\$600	\$3,100
Garden Fresh Buffalo Grove	\$2,500	\$150*	\$2,650	\$2,500	\$600	\$3,100
Total			\$9,650			\$9,300

*Garden Fresh Buffalo Grove total fees determined by multiplying \$25.00 fee per month up to a maximum of 6 months (\$25.00 x 6) to not exceed total 24 tasting periods.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 8.e. R-2026-13

Resolution Relating to the Semi-Annual Review of Closed Session Minutes and Approval of Closed Session Minutes

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a resolution relating to the semi-annual review of closed session minutes and approval of closed session minutes.

Summary

The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to all minutes listed in the attached resolution and to the extent required by law.

Strategic Alignment

Guiding Principle

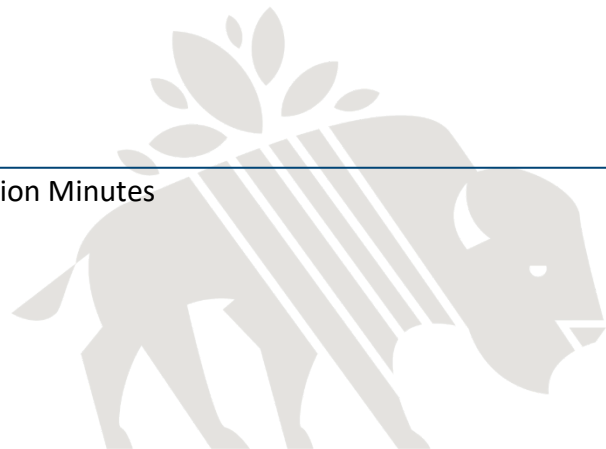
N/A

Goal

N/A

File Attachments

1. DRAFT Resolution - Approval of Closed Session Minutes





RESOLUTION 2026-xx

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

BE IT RESOLVED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, pursuant to Section 2.06 of the Open Meetings Act:

SECTION 1. On January 20, 2026, the Corporate Authorities of the Village reached consensus to approve the following Closed Session minutes:

April 21, 2025
August 18, 2025

July 21, 2025
September 2, 2025

August 4, 2025
September 15, 2025

On August 17, 2026, the Corporate Authorities of the Village reached consensus to approve the following Closed Session minutes:

January 20, 2026
July 20, 2026

March 2, 2026
August 3, 2026

June 15, 2026

SECTION 2. The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to all minutes listed in Section One and to the extent required by law, the approval of said minutes 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



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 8.f. O-2026-86

Ordinance approving a Plat of Easement and a Utility Easement Agreement with Pulte Home Company, LLC and Vernon Township

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance approving a Plat of Easement and a Utility Easement Agreement with Vernon Township at 2701 North Main Street, subject to the final review and approval of the Village Attorney

Summary

As part of the Prairie View Towns development, the Village required Pulte to extend the Village's water main beneath the Canadian National Railway and across Vernon Township property.

To complete the improvements, Pulte is required to obtain a Temporary Construction Easement from Vernon Township. Upon completion of construction, a permanent utility easement is required across the Vernon Township property to provide the Village access for the future operation, maintenance, repair, and replacement of the water main.

The permanent easement is established through a Utility Easement Agreement between Vernon Township, Pulte, and the Village. The Agreement includes the terms and conditions required by Vernon Township for the easement and the Village's future access to the property. A Plat of Easement identifying the location and limits of the permanent utility easement is included and will be recorded with Lake County.

Staff recommends approval of the Utility Easement Agreement and associated Plat of Easement and authorization for the appropriate Village officials to execute the Agreement, subject the final review and approval of the Village Attorney.

Strategic Alignment

Guiding Principle

Principle 5: Partnership with Local Districts

Goal

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

File Attachments

1. DRAFT Ordinance Vernon Township Utility Easement Agreement
2. DRAFT - PLAT OF EASEMENT
3. DRAFT Utility Easement Agreement - 9-8-26 update
4. Exhibit A - Township Property
5. Exhibit B - Final Plat of Subdivision
6. Exhibit C - Easement Area
7. Exhibit D - Landscape Plans





ORDINANCE 2026-xxx

AN ORDINANCE APPROVING A PLAT OF EASEMENT AND UTILITY EASEMENT AGREEMENT WITH PULTE HOME COMPANY, LLC AND VERNON TOWNSHIP

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

WHEREAS the Village seeks to approve a plat of easement and a Utility Easement Agreement with Pulte Home Company, LLC and Vernon Township related to the Prairie View Towns development which has been previously approved by the Village.,

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

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

SECTION 2. The Utility Easement Agreement is hereby approved and the Village President is authorized to execute a Utility Easement Agreement with Pulte Home Company, LLC and Vernon Township in substantially the form attached hereto as Exhibit A, subject to the final review, revision and approval of the Village Attorney.

SECTION 3. The plat of easement attached hereto as Exhibit B is hereby approved and the Village President and any other necessary Village representatives and employees are authorized to execute said plat in substantially the same form as attached hereto, subject to the review, revision and approval of the Village Attorney.

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

SECTION 5 This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT

OWNER'S CERTIFICATE

PLAT OF EASEMENT

PART OF THE SOUTHWEST QUARTER OF SECTION 16 AND THE NORTHWEST QUARETER OF SECTION 21, BOTH IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
NAME: VILLAGE OF BUFFALO GROVE
ADDRESS: 51 RAUPP BOULEVARD
BUFFALO GROVE, IL 60089

PARCEL INDEX NUMBER
15-16-300-036
BUFFALO GROVE, ILLINOIS

30 15 0 30
SCALE: 1 INCH = 30 FEET

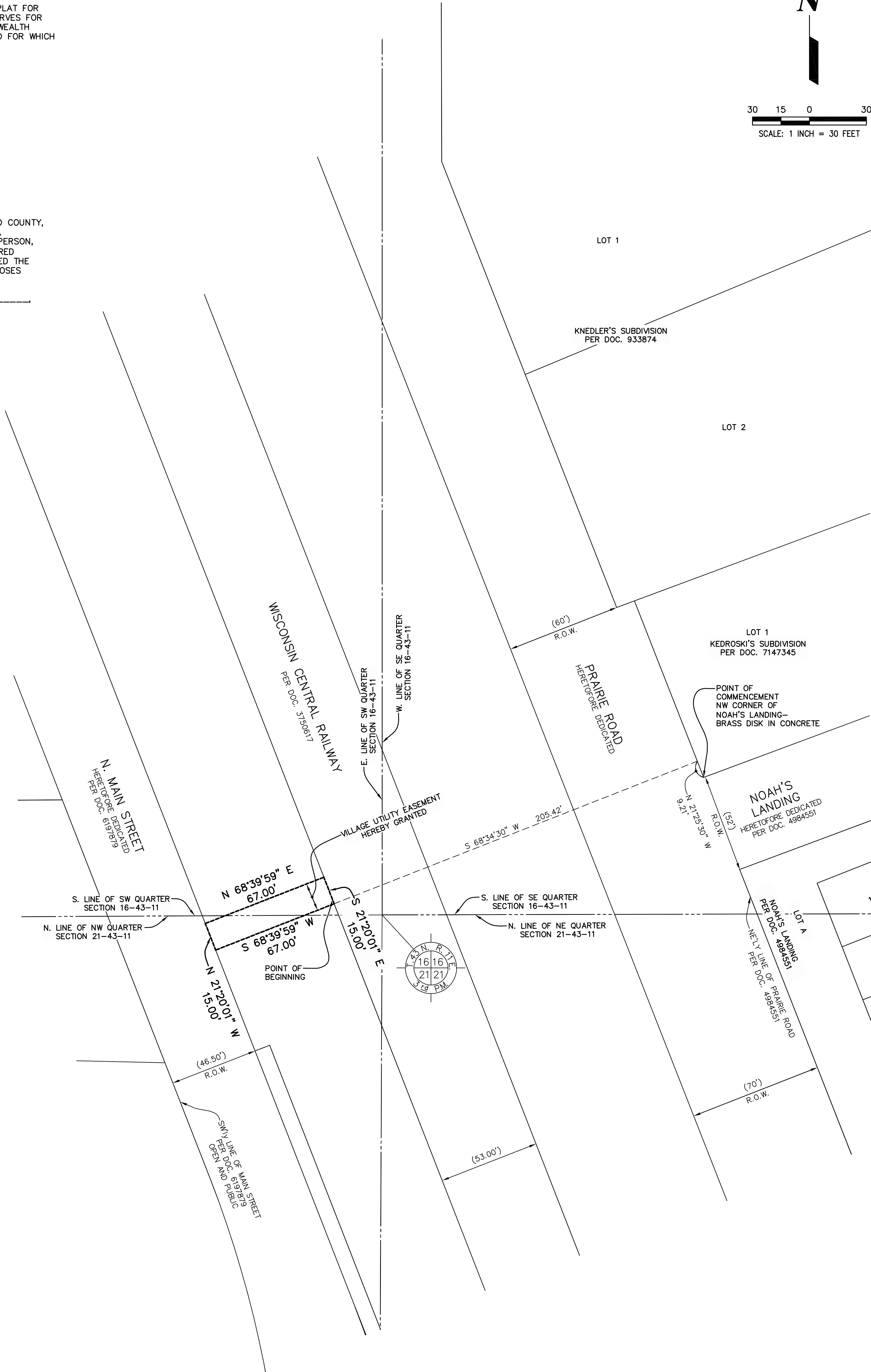
STATE OF ILLINOIS) SS.
COUNTY OF)
THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE LAND DESCRIBED ON THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATED.
THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, AND PUBLIC SERVICES, AND HEREBY ALSO RESERVES FOR THE VILLAGE OF BUFFALO GROVE, AMERITECH, THE GAS COMPANY, AND THE COMMONWEALTH EDISON COMPANY, THE EASEMENT PROVISIONS WHICH ARE STATED IN THEIR STANDARD FOR WHICH IS ATTACHED HERETO.
DATED THIS ____ DAY OF _____, A.D., 20____
BY: _____
OWNER'S SIGNATURE TITLE

ATTEST: _____
SIGNATURE TITLE

NOTARY'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF COOK)
I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D., 20____

NOTARY PUBLIC



EASEMENT PARCEL DESCRIPTION

THAT PART OF PART OF THE SOUTHWEST QUARTER OF SECTION 16 AND THE NORTHWEST QUARETER OF SECTION 21, BOTH IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A BRASS DISK IN CONCRETE MONUMENTING THE NORTHWEST CORNER OF NOAH'S LANDING SUBDIVISION PER DOCUMENT 4984551, SAID POINT BEING COINCIDENT WITH THE SOUTHWEST CORNER OF LOT 1 IN KEDROSKI'S SUBDIVISION RECORDED AS DOCUMENT 7147345; THENCE NORTH 21 DEGREES 25 MINUTES 30 SECONDS WEST, 9.21 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE SOUTH 68 DEGREES 34 MINUTES 30 SECONDS WEST, 205.42 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE SOUTHWESTERLY LINE OF THE WISCONSIN CENTRAL RAILWAY PER DOCUMENT 3750617 FOR A POINT OF BEGINNING; THENCE SOUTH 68 DEGREES 39 MINUTES 59 SECONDS WEST, 67.00 FEET TO THE NORTHEASTERLY LINE OF MAIN STREET AS DEDICATED PER DOCUMENT 6197879; THENCE NORTH 21 DEGREES 20 MINUTES 01 SECOND WEST, 15.00 FEET ALONG SAID NORTHEASTERLY LINE; THENCE NORTH 68 DEGREES 38 MINUTES 59 SECONDS EAST, 67.00 FEET TO THE SOUTHWESTERLY LINE OF THE AFOREMENTIONED RAILWAY; THENCE SOUTH 21 DEGREES 20 MINUTES 01 SECOND EAST, 15.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF LAKE)
APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, AT A MEETING HELD THIS ____ DAY OF _____, A.D., 20____
BY: _____
CHAIRMAN OF THE PLAN COMMISSION
ATTEST: _____
SECRETARY

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)
I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, #035-003483, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.
GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS
THIS ____ DAY OF _____, A.D., 20____.

ILLINOIS PROFESSIONAL LAND SURVEYOR #035003483
REGISTRATION/EXPIRATION RENEWAL DATE: NOVEMBER 30, A.D., 2026
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRATION DATE IS APRIL 30, 2027

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF LAKE)
I, _____, ENGINEER OF THE VILLAGE OF BUFFALO GROVE, DO HEREBY APPROVE THIS PLAT WHICH MEETS THE MINIMUM REQUIREMENTS OF SAID CITY.
COOK AND LAKE COUNTIES, ILLINOIS, THIS ____ DAY OF _____, A.D., 20____
BY: _____
VILLAGE ENGINEER

COUNTY RECORDER'S CERTIFICATE

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

COUNTY RECORDER

GENERAL VILLAGE EASEMENT PROVISIONS

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

VILLAGE OF BUFFALO GROVE

ITS SUCCESSORS AND ASSIGNS TO INSTALL, OPERATE, MAINTAIN, AND REMOVE, FROM TIME TO TIME, FACILITIES USED FOR PURPOSES INCLUDING, BUT NOT LIMITED TO, WATER SUPPLY AND DISTRIBUTION, SEWERAGE, STORM SEWER AND DRAINAGE, AND STREET LIGHTING IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT," TO THE EXTENT THAT THEY FALL WITHIN OTHER EASEMENTS SHOWN ON THE ANNEXED PLAT, THEY SHALL RUN CONCURRENTLY THEREWITH. ALSO GRANTED HERewith IS THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.



PREPARED BY:
CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com
DISC NO.: 402174 FILE NAME: PLAT OF EASEMENT
DRAWN BY: AJB FLD. BK. / PG. NO.: 69\, 72-76
COMPLETION DATE: 01-09-25 JOB NO.: 402.174
CHECKED BY: JRP 01-09-26
REVISED 01-14-26\AJB WIDENED EASEMENT
Copyright © 2026 Cemcon, Ltd. All rights reserved.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

*Prepared by & Return to after
recording:*

Russell G. Whitaker, III
Rosanova & Whitaker, Ltd.
445 Jackson Avenue, Suite 200
Naperville, Illinois 60540

Reserved for Recorder's Use

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2026 by and among Vernon Township (“**Township**”), the Village of Buffalo Grove (“**Village**”), and Pulte Home Company, LLC, a Michigan limited liability company (“**Pulte**”). Township, Village, and Pulte may individually be referred to as a “**Party**” and collectively, as the “**Parties**.”

WHEREAS, Township is the record owner of the real estate legally described in Exhibit A (“**Township Property**”);

WHEREAS, Pulte is the record owner of certain real estate located in the Village of Buffalo Grove (the “**Pulte Property**”);

WHEREAS, the Village has granted certain approvals to develop the Pulte Property as a townhome community to be known as Prairie View Towns, the Final Plat of which is attached hereto as Exhibit B;

WHEREAS, in association with development of the Pulte Property, the Village desires that Pulte extend municipal water infrastructure, for and on behalf of the Village, across the Township Property for the purpose of providing looped water service to and around the Pulte Property;

WHEREAS, in consideration of and subject to the condition that certain landscape enhancements are to be made to the Township Property, Township has agreed to grant and convey necessary and appropriate easements to the Village on the terms and conditions as set forth herein,

with the understanding that Pulte will be completing the Watermain Improvements and Landscape Improvements (hereinafter defined) and subsequently conveying the Watermain Improvements to the Village and the landscape improvements to the Township.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Township, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I **PUBLIC UTILITY EASEMENT**

1.01 Public Utility Easement. Township hereby grants to Village, its successors and assigns, a perpetual, non-exclusive public utility easement over, on, under, upon, and across the easement area, as depicted and legally described on Exhibit C, the “Easement Area” for the operation, maintenance, repair, relocation, renewal, and removal of public utility improvements in the easement area (“**Public Utility Easement**”). Upon Pulte’s completion of construction of the Watermain Improvements, Pulte will convey the Watermain Improvements to the Village and the Village shall operate, maintain and repair the Watermain Improvements, including restoration of the surface of the Public Utility Easement to a condition that is equal or better than the condition prior to the Village’s commencement of such work. The Township hereby reserves the right to use the Easement Area, specifically including but not limited to the use of the Easement Area for the operation of a surface parking lot, provided that the Township’s use of the Easement Area does not interfere with Village’s rights granted herein. The Village and its successors and assigns shall comply with all applicable federal, state, and local zoning and other ordinances, statutes, and regulations in connection with the use of the Easement Area.

ARTICLE II **TEMPORARY CONSTRUCTION EASEMENT**

2.01 Temporary Construction Easement Grant. In association with the Public Utility Easement granted above, Township hereby grants to Pulte, a temporary construction easement (the “**TCE**”) over, on, under, upon, and across the Township Property for the purpose of completing the “**Work**”, which Work expressly includes: i) the initial installation of certain watermain improvements within the Public Utility Easement (the “**Watermain Improvements**”); and ii) the installation of certain landscape improvements to the Township Property (the “**Landscape Improvements**”). Pulte shall have the right, privilege and authority to enter upon the Township Property with personnel and equipment as reasonably necessary, for constructing, installing, and completing the Work.

a) Construction of the Watermain Improvements. Pulte shall, at its own cost and expense, diligently construct and install the Watermain Improvements pursuant to the Final Engineering Plans prepared by Pearson, Brown & Associates, Inc., last revised on April 9, 2026 and incorporated herein by reference (“**Final Engineering**”). Upon commencement of construction of the Watermain Improvements, Pulte shall diligently and continuously pursue completion of the Watermain Improvements. The Watermain Improvements shall be deemed complete upon

the Village Engineer's confirmation of substantial completion, at which time Pulte and the Village shall coordinate, as reasonably necessary, to facilitate the conveyance of the Watermain Improvements to and the acceptance of the Watermain Improvements by the Village.

b) **Construction of the Landscape Improvements.** Pulte shall, at its own cost and expense, diligently construct and install the Landscape Improvements pursuant to the Landscape Plan and plant material list prepared by Fisher Burton Landscape, copies of which are attached hereto as Exhibit D (the "Landscape Plan"). Upon commencement of construction of the Landscape Improvements, Pulte shall diligently and continuously pursue completion of the Landscape Improvements. Upon Pulte's completion of the Landscape Improvements, a Township-designated representative shall walk the property with a Pulte representative and provide written notice identifying that either: i) the Landscape Improvements were completed to the reasonable satisfaction of the Township, in which event the Township shall immediately assume responsibility to the care and maintenance of the Landscape Improvements; or ii) that the Landscape Improvements are not satisfactory, in which event the Township shall specifically detail any and all deficiencies with the Landscape Improvements. If the Landscape Improvements are not approved by the Township with the initial inspection, Pulte and Township shall reasonably coordinate necessary repairs and subsequent inspections until such time as the Township accepts the Landscape Improvements.

c) **Restoration Obligation.** To the extent that the Township Property is disturbed or in any way damaged by Pulte's Work, Pulte shall restore the Township Property to a condition that is substantially consistent with the condition of the Township Property prior to Pulte's commencement of the Work.

d) **Insurance.**

1. Prior to entry on the Township Property, Pulte and its contractors shall purchase and maintain during the term of the Temporary Construction Easement, insurance coverage which will satisfactorily insure Pulte, its independent contractors, and where appropriate, the Township against claims and liabilities which may arise out of the use of the Township Property. Such insurance shall be issued by companies authorized to transact business in the State of Illinois with a "Best" rating of "A" or higher. Pulte shall provide Certificates of Insurance naming the Township and any of its officers, trustees, agents or employees as additional insured with all the rights of a primary insured on all coverage in this Agreement except Workers' Compensation and Employer's Liability. The insurance coverages shall include the following:

(i) Workers' compensation insurance with limits as required by the applicable workers' compensation statutes. The employer's liability coverage under the workers' compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(ii) Commercial general liability insurance protecting Pulte against public liability claims which may arise in the course of using the Easement Area. The limits of liability shall not be less

than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall include contractual liability coverage. The policy of Commercial General Liability Insurance shall provide “occurrence” based coverage.

2. The coverage limits specified in subparagraphs 1(i) and 1(ii) may be satisfied through a combination of primary and excess insurance. Pulte and/or Pulte’s contractors shall provide the Township with a Certificate of Insurance for each of the coverages specified above and, if requested, copies of the policies issued by the insurers not less than three (3) business days prior to the commencement of any work on the Easement Area. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least 30 days’ written notice to the Township, unless otherwise agreed to in writing between Pulte and the Township. Pulte shall not allow any contractor to commence work on the Easement Area until all insurance coverages required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the Township. Each contract between Pulte and a contractor performing work on the Easement Area shall provide that the Township is intended as a third-party beneficiary of the insurance obligation that is required of the contractor under this paragraph.

3. The Village and its contractors shall purchase and maintain during any use of the public utility easement by the Village insurance coverage which will satisfactorily insure the Village its contractors, and where appropriate, the Township against claims and liabilities which may arise out of the use of the Easement Area. Such insurance shall be issued by companies licensed to do business in the State of Illinois and having an A.M. Best Rating of A minus or better. The Village shall provide Certificates of Insurance naming the Township and any of its officers, trustees, agents or employees as additional insured with all the rights of a primary insured on all coverage in this Agreement except Workers’ Compensation and Employer’s Liability. The insurance coverages shall include the following:

(i) Workers’ compensation insurance with limits as required by the applicable workers’ compensation statutes. The employer’s liability coverage under the workers’ compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(ii) Commercial general liability insurance protecting the Village against public liability claims which may arise in the course of using the Easement Area. The limits of liability shall not be less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall include contractual liability coverage and an endorsement naming the Township as an additional insured with all the rights of a primary insured.

The policy of Commercial General Liability Insurance shall provide “occurrence” based coverage and shall include an endorsement naming the Township as additional insured.

4. The coverage limits specified in subparagraphs 3 (i) and 3 (ii) may be satisfied through a combination of primary and excess insurance. The foregoing insurance coverages shall be provided by companies authorized to transact business in the State of Illinois with a “Best” rating

of “A” or higher. The Village and Village’s contractors shall provide the Township with a Certificate of Insurance for each of the coverages specified above not less than three business days prior to the commencement of any work on the Easement Area. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least thirty (30) days prior written notice to the Township. Village shall not allow any contractor to commence work on the Easement Area until all insurance coverages required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the Township. Each contract between the Village and a contractor performing work on the Easement Area shall provide that the Township is intended as a third-party beneficiary of the insurance obligation that is required of the contractor under this paragraph.

5. The Village and its contractors shall procure and maintain during the term of the Utility Easement a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the Easement Area. The policy shall (a) provide “occurrence” based coverage; (b) be issued by a company authorized to transact business in the State of Illinois with a “Best” rating of “A” or higher; (c) include an endorsement adding the Township as an additional insured; (d) include contractual liability coverage; and (e) not be subject to cancellation or modification without at least 30 days’ written notice to the Township, unless otherwise agreed to in writing between the Village and the Township. The Village and its contractors shall provide evidence of said insurance coverage throughout the term of this Agreement upon request by the Township by furnishing a current Certificate of Insurance.

- e) **Indemnification.** For a period of five (5) years following completion of the Work, including the landscape improvements, Pulte shall defend, hold harmless, and indemnify the Township and all of its officers, agents, employees and elected officials from any and all claims that arise from construction and completion of the Work, including the installation of the landscape improvements on the Township Property; provided, however, that this indemnity does not, and will not, apply to misconduct or negligence on the part of the Township and their elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys.

For the duration of this Agreement, the Village shall defend, hold harmless and indemnify the Township and all of its officers, agents, employees and elected officials from any and all claims that arise from any Village activities on the Township property; provided, however, that this indemnity does not, and will not, apply to misconduct or negligence on the part of the Township and their elected or appointed officials, officers, employees, contractors and agents.

It is expressly understood and agreed that nothing in this Paragraph (e) or in this Agreement shall waive any statutory or common law immunities the Township or the Village may assert in response to or in defense of any claims.

- f) **Duration of Construction Easement.** The Temporary Construction Easement set forth in this Article II shall automatically terminate, without necessity of any action of the Parties, upon the first to occur of: i) the Village’s and the Township’s notification that the Work is complete; or ii) ten (10) years from the date of this Agreement.

- g) **Cash Deposit Agreement.** Prior to entry onto the Township Property pursuant to the terms of this Agreement, Pulte shall deposit with the Township the sum of Seventeen Thousand Dollars (the “**Cash Deposit**”) to secure Pulte’s completion of the Work. The Township shall hold the Cash Deposit pursuant to the terms of a Cash Deposit Agreement heretofore agreed upon between Pulte and the Township.

ARTICLE III

GENERAL PROVISIONS

3.01 Notices. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered personally, on the date of confirmed facsimile transmission, or on the date deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Township:	Vernon Township Attn: Todd Gedville 3050 N. Main St. Buffalo Grove, Illinois 60089
With required copy to:	Ann M. Williams Storino, Ramello & Durkin 9501 Technology Blvd., Suite 4200 Rosemont, Illinois 60018 Fax: (847) 318-9509
If to Village:	Village of Buffalo Grove _____ _____
With required copy to:	Patrick T. Brankin Schain Banks Kenny & Schwartz Ltd. 70 W. Madison Street, Suite 5400 Chicago, IL 60602 Fax: (312) 345-5701
If to Developer:	Pulte Home Company, LLC c/o Legal Department 1900 East Golf Road, Suite 300 Schaumburg, Illinois 60173
With required copy to:	Russell G. Whitaker, III Rosanova & Whitaker, Ltd. 445 Jackson Avenue, Suite 200

Naperville, Illinois 60540
Fax: (630) 352-3610

3.02 Covenants Running with the Land. The rights herein granted and the agreements herein contained shall be rights and covenants running with the land and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. This Agreement shall be recorded by the Village, at its sole cost and expense, with the Lake County Recorder, Lake County, Illinois, a copy of such recorded Agreement shall be provided to the Township within thirty (30) days of recording. In the event this Agreement is not recorded within thirty (30) days, this Agreement shall be null and void.

3.03 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Easement Agreement.

3.04 Complete Agreement. This Agreement supersedes all prior agreements and understandings, written and oral, between the Parties hereto related to the subject matter hereof.

3.05 Counterpart. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date first set forth above.

VERNON TOWNSHIP:

**PULTE HOME COMPANY, LLC, a
Michigan limited liability company:**

By: _____

By: _____

Title: _____

Title: _____

VILLAGE OF BUFFALO GROVE:

By: _____

Title: _____

EXHIBIT A – Township Property

EXHIBIT B – Final Plat of Subdivision

EXHIBIT C – Easement Area

EXHIBIT D – Landscape Plan

EXHIBIT A
TOWNSHIP PROPERTY

PT NW NE & NE NW 21 & SE SW 16; BOUNDED ON E BY A LN 30' WLY OF RR MAIN TRACK CENTERLINE , BOUNDED ON W BY E LN OF DOCUMENT 6197879 & BOUNDED ON S BY N LN OF IL RTE 22, & BOUNDED ON N BY A LN PERENDICULAR TO SD MAIN TRACK CENTERLINE & DISTANT 1320' NLY OF FROM N OF SD IL RTE 22 (EX BEG X NLN LN HWY 22 & A LN 30' WLY & // TO CLN MAINTRACT OF RR, N88D31'45"W123.16' MOL, N21D22'41"W 18.45'; S88D31'39"E 50.46'MOL. S88D39E72.71'MOL, S21D22'41"E 19.44 TO POB ALL IN TOWNSHIP 43 RANGE 11

PIN: 15-16-300-036

COMMONLY KNOWN AS: 2701 N. MAIN ST., BUFFALO GROVE, IL 60089

FINAL PLAT OF SUBDIVISION
OF
PRAIRIE VIEW TOWNS

BEING A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 16, TOGETHER WITH THAT PART OF THE
NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER
SECTION 21, ALL IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN LAKE COUNTY.

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY
AND RETURN TO:
NAME: VILLAGE OF BUFFALO GROVE
ADDRESS: 51 RAUPP BOULEVARD
BUFFALO GROVE, IL 60089

TOTAL AREA OF SUBDIVISION

11.201 ACRES

(MORE OR LESS)

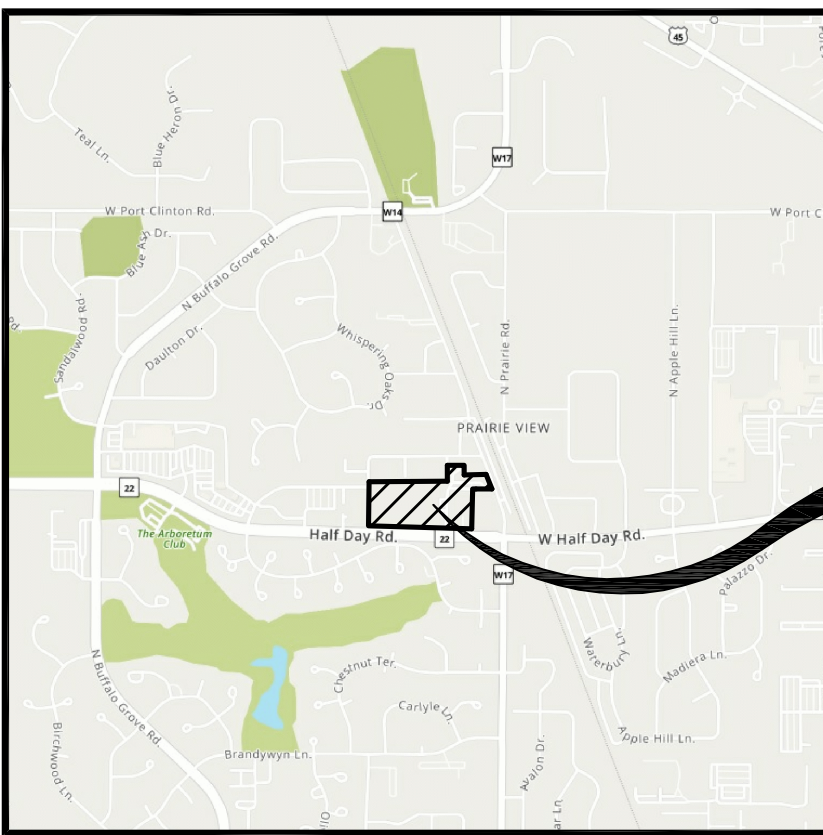
PARCEL INDEX NUMBERS

15-16-300-002
15-16-307-006
15-21-100-004
15-21-100-047
15-21-100-049

16606 W. IL ROUTE 22,
BUFFALO GROVE, ILLINOIS

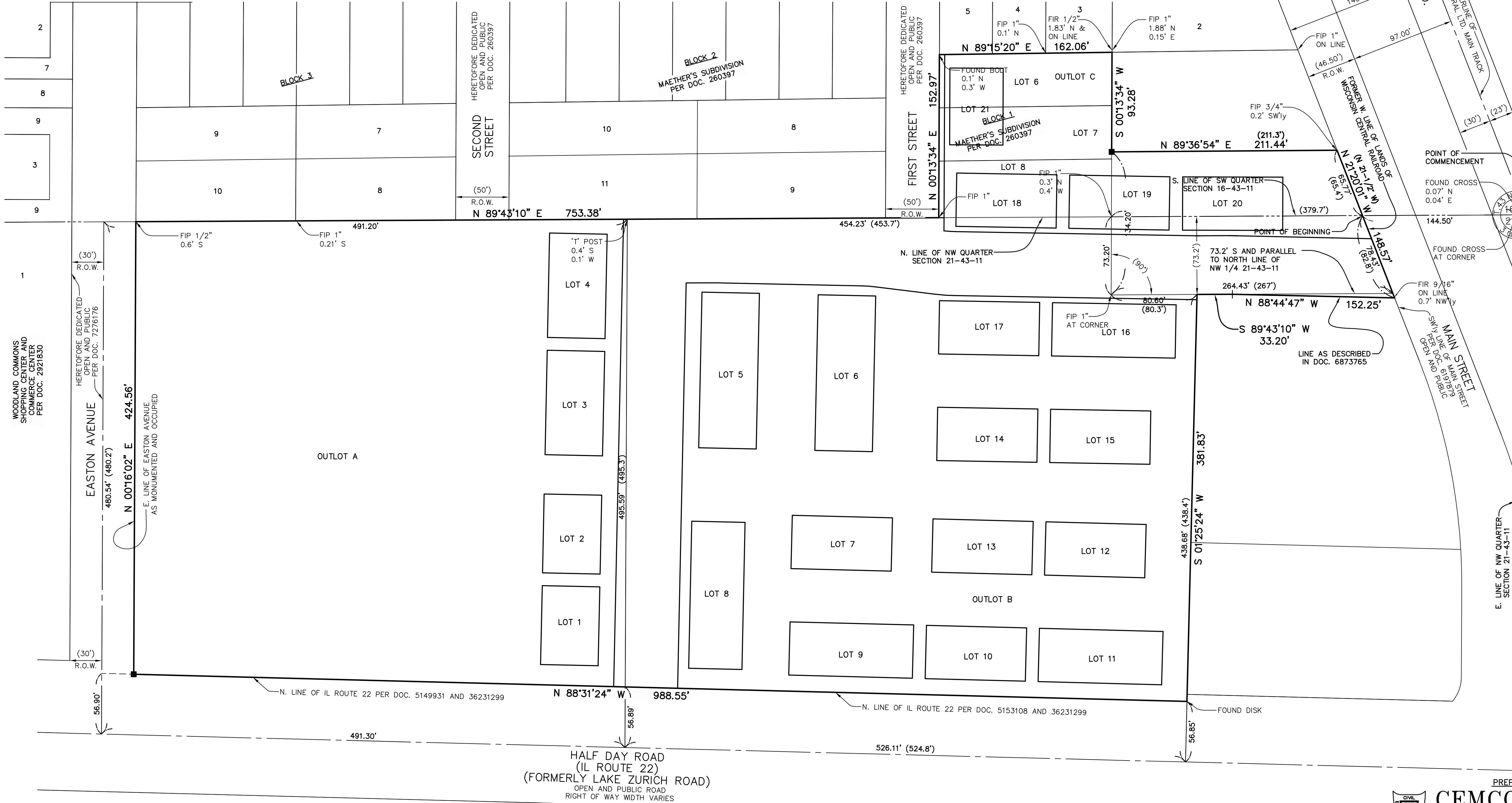
50 25 0 50
SCALE: 1 INCH = 50 FEET

N



SITE
LOCATION

VICINITY MAP



LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- CENTERLINE (Single Dashed Lines)
- QUARTER SECTION LINE (Double Dashed Lines)
- SECTION LINE (Triple Dashed Lines)
- SET CONCRETE MONUMENT

NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.
ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED.
ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.
THE MEASURED BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34-36-11 BEING N 88°31'24" W.
FIP = FOUND IRON PIPE (ø AS SHOWN)
FIR = FOUND IRON ROD (ø AS SHOWN)
OUTLOTS A, B, AND C TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

LOT AREA SUMMARY TABLE					
LOT NO.	SQ. FT.	LOT NO.	SQ. FT.	LOT NO.	SQ. FT.
1-1	1,350	8-1	1,250	15-1	1,250
1-2	1,296	8-2	1,100	15-2	1,100
1-3	1,350	8-3	1,100	15-3	1,100
2-1	1,350	8-4	1,100	15-4	1,250
2-2	1,296	8-5	1,100	16-1	1,250
2-3	1,350	8-6	1,250	16-2	1,100
3-1	1,350	9-1	1,250	16-3	1,100
3-2	1,296	9-2	1,100	16-4	1,100
3-3	1,296	9-3	1,100	16-5	1,250
3-4	1,350	9-4	1,100	17-1	1,250
4-1	1,350	9-5	1,250	17-2	1,100
4-2	1,296	10-1	1,250	17-3	1,100
4-3	1,296	10-2	1,100	17-4	1,250
4-4	1,350	10-3	1,100	18-1	1,250
5-1	1,350	10-4	1,250	18-2	1,100
5-2	1,296	11-1	1,250	18-3	1,100
5-3	1,296	11-2	1,100	18-4	1,250
5-4	1,296	11-3	1,100	19-1	1,250
5-5	1,296	11-4	1,100	19-2	1,100
5-6	1,350	11-5	1,250	19-3	1,100
6-1	1,350	12-1	1,250	19-4	1,250
6-2	1,296	12-2	1,100	20-1	1,250
6-3	1,296	12-3	1,100	20-2	1,100
6-4	1,296	12-4	1,250	20-3	1,100
6-5	1,296	13-1	1,250	20-4	1,250
6-6	1,350	13-2	1,100	21-1	1,250
7-1	1,250	13-3	1,100	21-2	1,100
7-2	1,100	13-4	1,250	21-3	1,250
7-3	1,100	14-1	1,250	OUTLOT A	177,347
7-4	1,250	14-2	1,100	OUTLOT B	108,068
		14-3	1,100	OUTLOT C	26,919
		14-4	1,250		



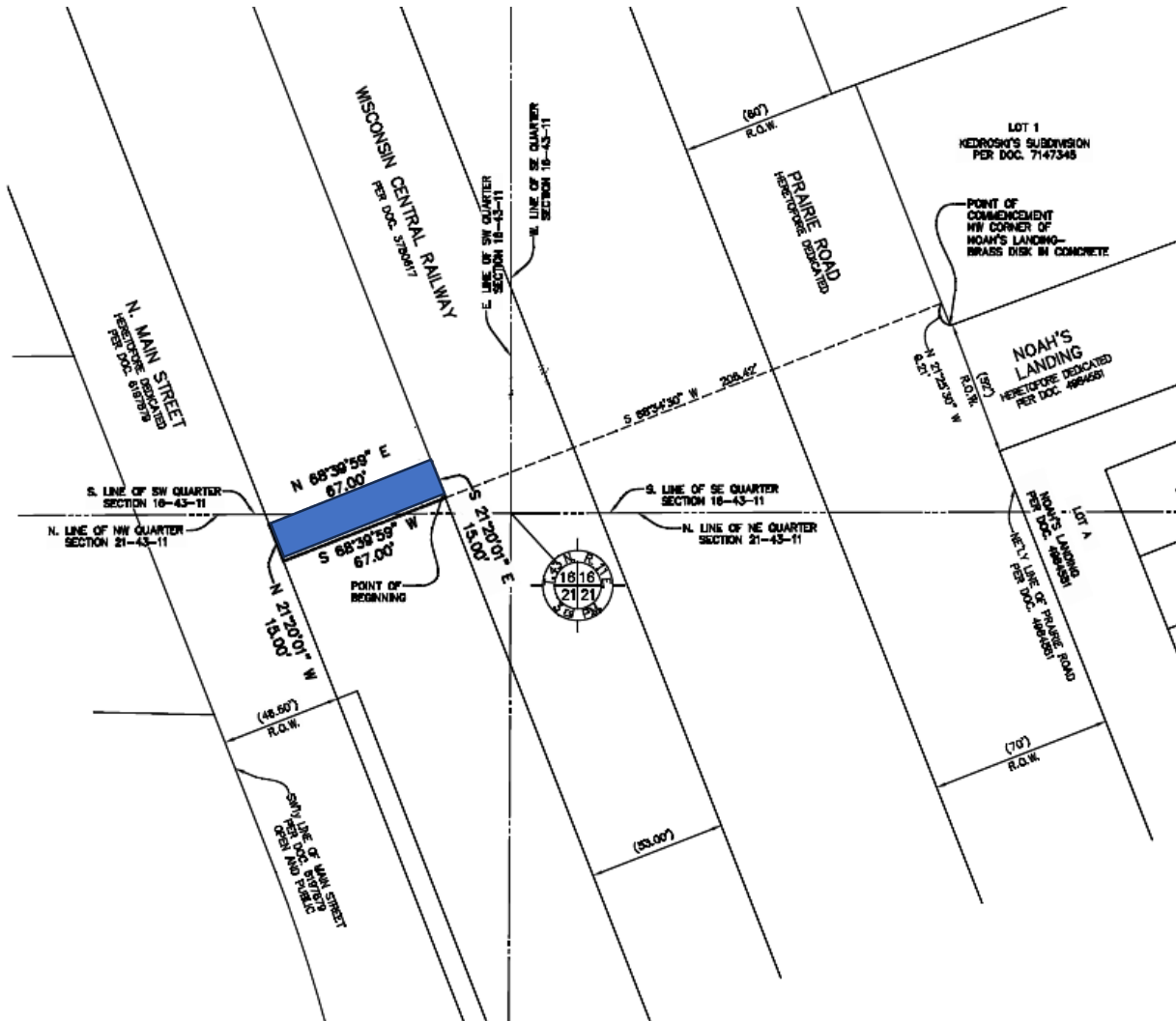
PREPARED BY:
CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 402174 FILE NAME: SUBPLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: E07\69,72-76
COMPLETION DATE: 11-24-25 JOB NO.: 402.174
CHECKED BY:
REVISED 01-08-26\AJB PER VILLAGE COMMENTS DATED 12-19-25
REVISED 01-15-26\AJB REMOVED COUNTY HIGHWAY CERTIFICATES
REVISED 02-18-26\AJB PER VILLAGE COMMENTS DATED 02-05-25
REVISED 02-19-26\AJB ADDED PUBLIC UTILITY EASEMENT OVER OUTLOT A
REVISED 03-06-26\AJB ADDED CURRENT STORMWATER MANAGEMENT EASEMENT PROVISIONS

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EXHIBIT C PUBLIC UTILITY EASEMENT AREA



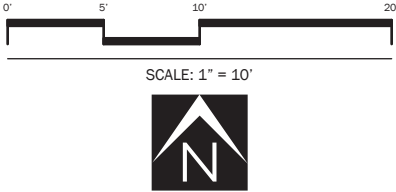
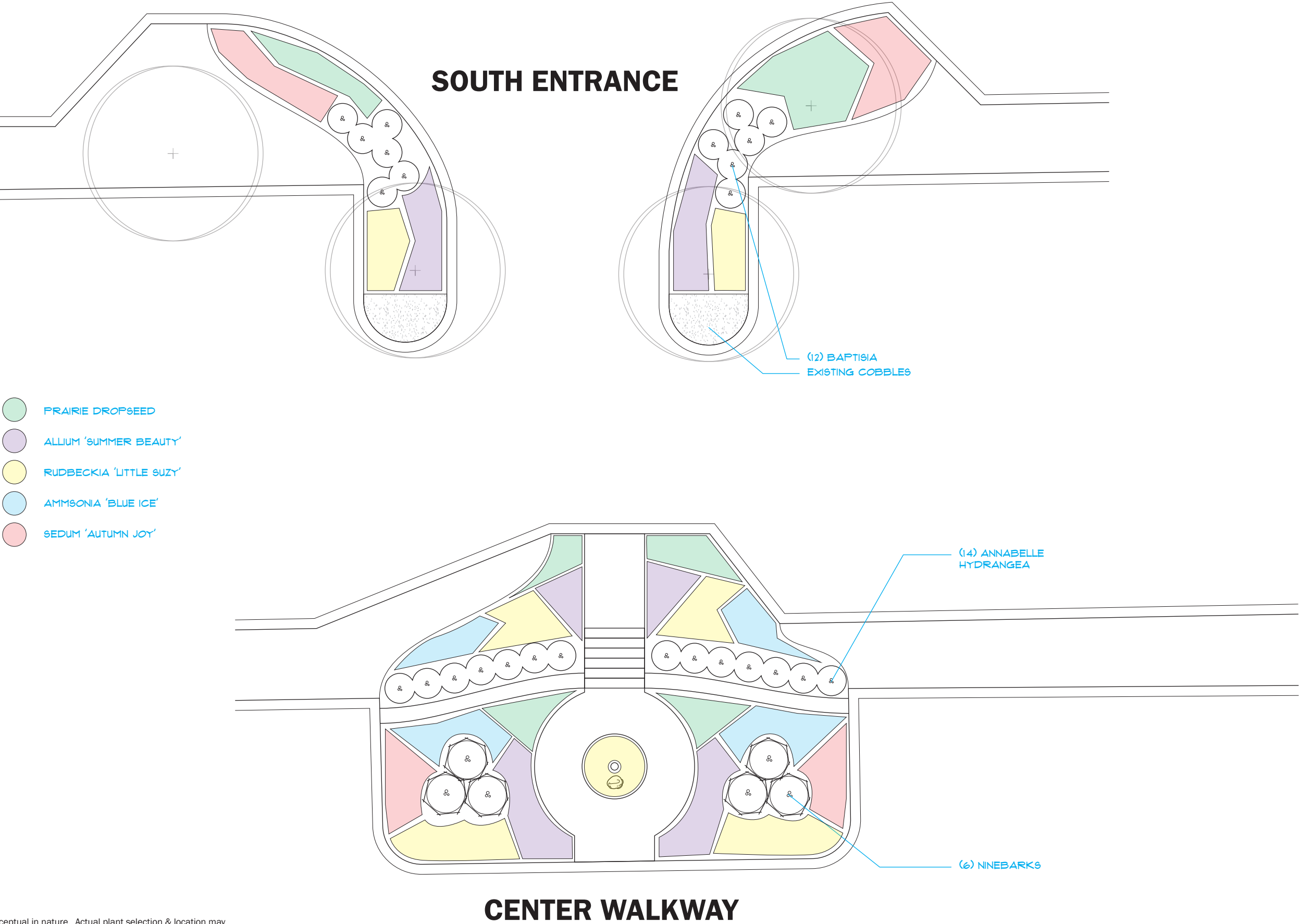
 PUBLIC UTILITY EASEMENT AREA

PUBLIC UTILITY EASEMENT AREA LEGAL DESCRIPTION

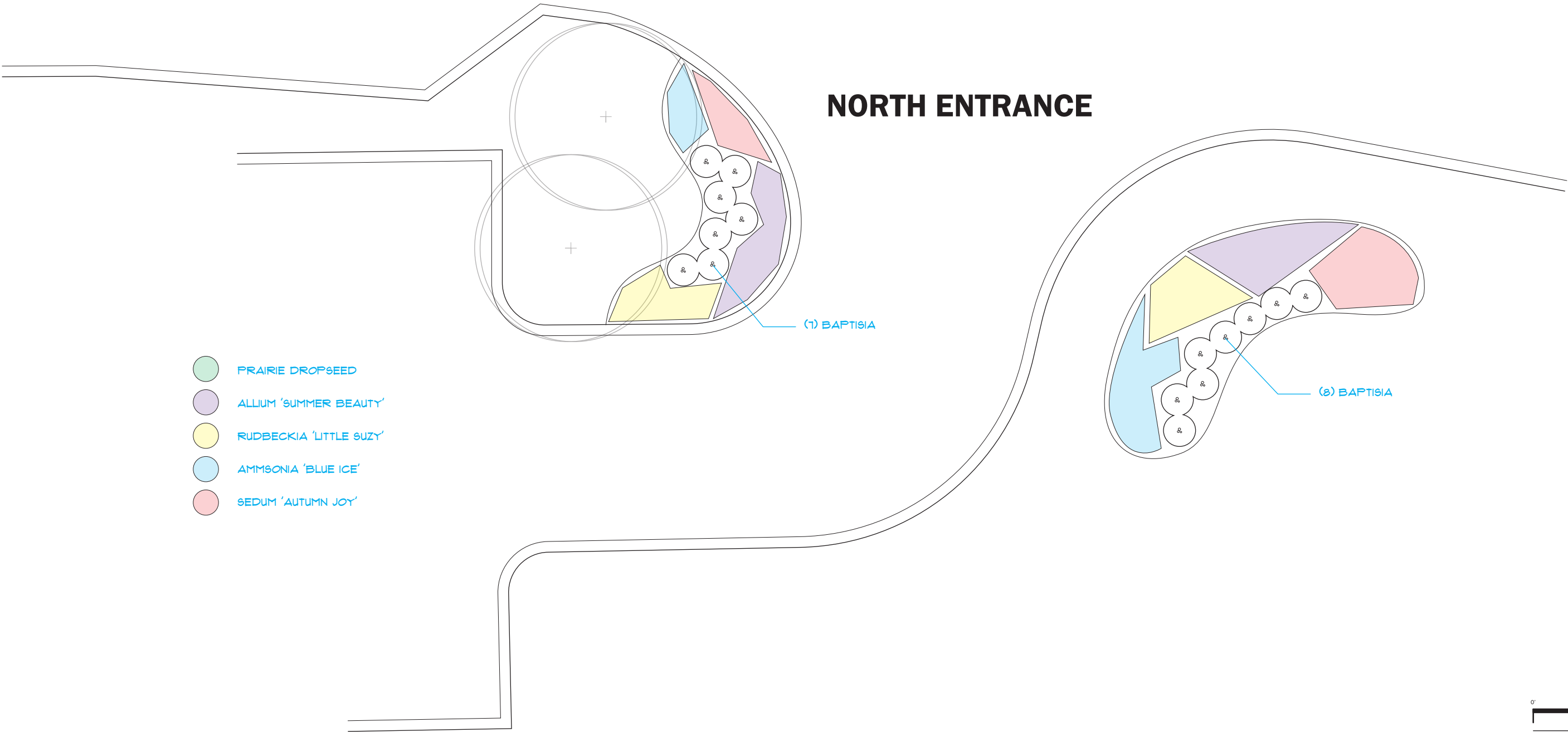
THAT PART OF PART OF THE SOUTHWEST QUARTER OF SECTION 16 AND THE NORTHWEST QUARTER OF SECTION 21, BOTH IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A BRASS DISK IN CONCRETE MONUMENTING THE NORTHWEST CORNER OF NOAH'S LANDING SUBDIVISION PER DOCUMENT 4984551, SAID POINT BEING COINCIDENT WITH THE SOUTHWEST CORNER OF LOT 1 IN KEDROSKI'S SUBDIVISION RECORDED AS DOCUMENT 7147345; THENCE NORTH 21 DEGREES 25 MINUTES 30 SECONDS WEST, 9.21 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE SOUTH 68 DEGREES 34 MINUTES 30 SECONDS WEST, 205.42 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE SOUTHWESTERLY LINE OF THE WISCONSIN CENTRAL RAILWAY PER DOCUMENT 3750617 FOR A POINT OF BEGINNING; THENCE SOUTH 68 DEGREES 39 MINUTES 59 SECONDS WEST, 67.00 FEET TO THE NORTHEASTERLY LINE OF MAIN STREET AS DEDICATED PER DOCUMENT 6197879; THENCE NORTH 21 DEGREES 20 MINUTES 01 SECOND WEST, 15.00 FEET ALONG SAID NORTHEASTERLY LINE; THENCE NORTH 68 DEGREES 38 MINUTES 59 SECONDS EAST, 67.00 FEET TO THE SOUTHWESTERLY LINE OF THE AFOREMENTIONED RAILWAY; THENCE SOUTH 21 DEGREES 20 MINUTES 01 SECOND EAST, 15.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

VERNON METRA

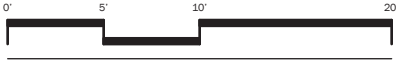
LANDSCAPE PLAN



DRAWN BY: ENG
ORIGINAL DATE: 5.01.2026
REVISION: *****



VERNON METRA
LANDSCAPE PLAN

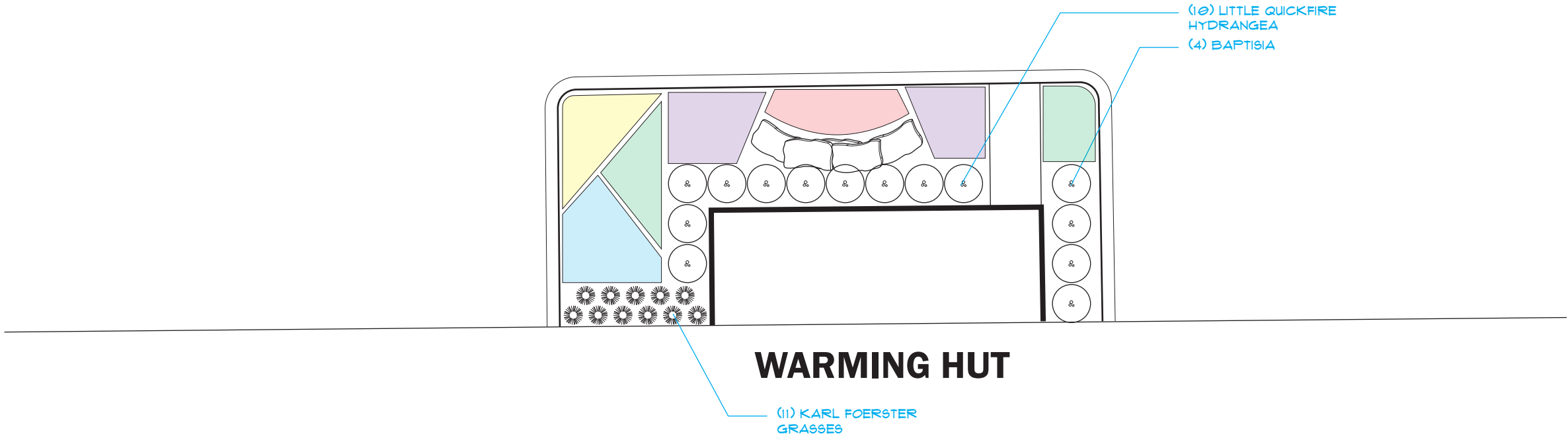


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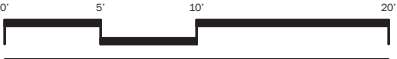
DRAWN BY: ENG
ORIGINAL DATE: 5.01.2026
REVISION: *****

- PRAIRIE DROPSEED
- ALLIUM 'SUMMER BEAUTY'
- RUDBECKIA 'LITTLE SUZY'
- AMMSONIA 'BLUE ICE'
- SEDUM 'AUTUMN JOY'



VERNON METRA

LANDSCAPE PLAN



SCALE: 1" = 10'



DRAWN BY:

ENG

ORIGINAL DATE:

5.01.2026

REVISION:

Vernon Metra Station

Date May 5, 2026
Prepared By: Eric Groh
Contact: ericgroh@fisherburton.com

Property Prairie View Towns | | Buffalo Grove, IL 60069

Addendum(s)

Default Group

Turf and Landscape Material

Items	Quantity	Unit
Sod Removal	1.00	ea

Plant Installation

Items	Quantity	Unit
Little Devil Ninebark	6.00	5 gal
Annabelle Hydrangea	14.00	5 gal
Little Quickfire Hydrangea	10.00	5 gal
Baptisia	31.00	1 gal
Karl Foerster Grass	11.00	1 gal
Prairie Dropseed	120.00	1 gal
Allium 'Summer Beauty'	185.00	1 gal
Rudbeckia 'Little Goldstar'	160.00	1 gal
Amosonia 'Blue Ice'	115.00	1 gal
Sedum 'Autumn Joy'	135.00	1 gal
Mushroom Compost	20.00	cuyd
Shredded Hardwood Bark Mulch	30.00	cuyd

Optional Services

Alternate(s)

_____ **Watering (Per Occurrence)**

Terms & Conditions

Qualifications

The above pricing proposal is provided with the following conditions:

Proposal assumes area to have grade stakes.

No topsoil is included.

Areas to be landscape must be +/- 1" of Final grade Free of weeds and construction debris (gravel, concrete, stumps, weed coverage, general garbage)

The site must be clean and free of construction debris, large stones, and any weed growth

All top-soil installation by others unless otherwise requested and accepted

Fisher Burton will be responsible for any public utility locates thru J.U.L.I.E

All private locates for recently installed utilities or private utilities must be provided by that scope's contractor or the general contractor

Fisher Burton provides Union labor Associated with Local 150/703 Landscape agreement.

This proposal does not include prevailing wage rates.

We cannot be held responsible for underground utilities other than those governed by J.U.L.I.E.

Underground utility location must occur prior to commencing work

The products necessary to the successful implementation of our contract obligation are agricultural in nature. To this extent this contractor assumes no responsibility, financial or otherwise, for interruption, delays or cancellations of installation schedules due to crop failures or other weather-related acts of God which may eliminate or curtail availability of agricultural materials such as but not limited to seed, sod, annuals, perennials or woody plant material.

Woody plant material is guaranteed to be alive and healthy one year from the date of installation provided that payment has been made in full when due. This guarantee does not cover failure of plant material due to negligence or lack of maintenance. Plant material inspections will be done ONLY once with the Owner. Any plant failure after initial inspection will be replaced at Owners expense.

Perennials, groundcover, roses and annuals are NOT guaranteed. Evergreens planted after October 1st are NOT guaranteed. On site transplants are NOT guaranteed.

No watering is included with the installation of seeded areas.

The seeding product included above does not include straw or blanket. Optimum results can only be expected during spring and fall seeding seasons. Seeding out of season with irrigation may prove satisfactory. Seeding out of season without irrigation will result in poor or no growth. The seeding price included with this proposal does not include irrigation.

No staking, cabling or guying of trees is included with this proposal. This service can be included for an additional charge. We, therefore cannot be held responsible for trees out of plum due to acts of nature such as windstorms, thunderstorms or tornadoes.

No weed fabric is included with this proposal. This service can be included for an additional charge.

This proposal does not include any cost associated with relocation, repair or restoration of any existing irrigation system.

This proposal does not include de-watering the pond if necessary unless priced in proposal.

At the time this proposal was prepared, a site visit would not shed light on site conditions relative to the installation contemplated in this proposal. Therefore, normal access and working conditions have been assumed. Conditions such as, but not limited to, restrictive slopes or grade changes, limited or restricted access by vehicles or equipment, unusual soil or hydraulic conditions, etc., have not been anticipated. Nor has any allowance been made for such conditions when preparing pricing for this proposal

Scope review is required prior to contract documents.

PERMIT: This proposal does NOT include any water tap fees or separate water meter, unless noted.

Permit fees are not included. A Change order will be issued for any additional fees.

By _____
Eric Groh

Date 5/5/2026

By _____
Pulte Homes

Date _____



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 9.a. O-2026-87

Ordinance Authorizing the Execution of a Statement of Work with Frequency Foundry Inc.

Contacts

Liaison: Trustee Johnson

Staff: Tyler Grace

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance authorizing the Village Manager to execute a statement of work with Frequency Foundry Inc. in an amount not to exceed \$238,095, pending final review and approval by the Village Attorney

Summary

Background

Over the past three years, the Village reviewed multiple constituent relationship management (CRM) platforms to find a system that could consolidate resident information and support modern, proactive service delivery. Staff identified four core requirements for a future CRM: strong data governance, system versatility, a comprehensive resident view, and long-term cost-effectiveness. Based on these criteria, Microsoft Dynamics best aligned with the Village's operational needs and integration ecosystem. Throughout 2025, staff engaged qualified Dynamics implementation partners to determine the most effective implementation approach and the partner best suited to the project. Frequency Foundry emerged as the preferred partner for its extensive municipal CRM experience and its Signal 311 platform, which layers municipal-specific functionality onto Microsoft Dynamics to support local government workflows and resident engagement. To reduce risk, staff structured the implementation in two phases.

Phase 1 focused on discovery and design: documenting requirements, mapping workflows, defining architecture, and producing the technical and functional design documents to guide implementation. Phase 1 is now complete, and its deliverables serve as the Village's formal decision point on whether to proceed with system build-out and at what scale. Separating design from build ensured the Village had full visibility into scope, integrations, and cost before committing to implementation. This approach, combined with Frequency Foundry's municipal

Dynamics expertise, provides a controlled and predictable path toward implementing a modern resident engagement platform.

Analysis

Having completed the design phase, the Village is now positioned to proceed with implementation. The initial implementation phase, brought forward under a separate Statement of Work, includes configuration, integration development, data preparation, testing, and deployment.

The initial deployment will deliver the Village's digital front door: a single, Village-branded, mobile-friendly service portal that gives residents one consistent way to request service, track a request by its reference number, and receive updates as it progresses, replacing today's fragmented mix of channels. Behind the portal, staff will gain a core service-request system with a configurable service catalog, automated routing, work queues, status tracking, service-level targets, and operational dashboards to triage, assign, manage, and close requests consistently across departments. The phase also establishes a knowledge chatbot to handle common questions, GIS-based location and mapping so each request ties to the correct address or area, geographic text messaging to notify residents in a defined location, and an integration with Cartegraph that routes applicable Public Works requests to field crews. Supporting all of this are role-based security, audit controls, and accessibility aligned to WCAG 2.1 AA standards. The phase further includes a set of resident-experience enhancements including proactive status notifications, the ability to follow an issue or area, duplicate-request awareness, contextual submission guidance, and closure satisfaction surveys, that together reduce status calls, curb duplicate submissions, and improve transparency.

Financial Impact

The initial implementation phase carries a one-time, not-to-exceed professional-services fee of \$216,450. Frequency Foundry cannot exceed this amount without Village-approved change control, and payment is tied to accepted progress across six milestones rather than a fixed schedule. Staff is also requesting approval of a 10 percent contingency to accommodate unforeseen needs resulting in a total not-to-exceed amount of \$238,095.

Next Steps

Staff recommends authorizing the execution of a statement of work with Frequency Foundry Inc. for constituent relationship management system implementation services in an amount not to exceed \$238,095, inclusive of a ten percent contingency subject to Village Manager approval, pending final review and approval by the Village Attorney.

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. DRAFT Ordinance - Authorizing SOW with Frequency Foundry, Inc.
2. DRAFT SOW





ORDINANCE 2026-xxx

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FREQUENCY FOUNDRY, INC.

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

WHEREAS, the Village of Buffalo Grove seeks to implement a constituent relationship management system to improve service to residents and organizational efficiency; and

WHEREAS, on December 1, 2025, the Board of Trustees adopted Ordinance No. 2025-132 authorizing a master services agreement and statement of work with Frequency Foundry, Inc. to complete design and discovery for a future system implementation; and

WHEREAS, the Village now desires to proceed with system implementation by executing a new statement of work under, and governed by the terms of, the existing master services agreement with Frequency Foundry, Inc. authorized by Ordinance No. 2025-132;

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

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

SECTION 2. The Village Manager is authorized to execute a statement of work with Frequency Foundry Inc. for constituent relationship management system implementation services in an amount not to exceed \$238,095, inclusive of a ten percent contingency subject to Village Manager approval, pending final review and approval by the Village Attorney.

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

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and 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

Statement of Work for:

VILLAGE OF BUFFALO GROVE

Service Request & Citizen Engagement

Implementation Phase 1

 Statement of Work # 2026SIGOB-VBG-001

Prepared by:

Shekar Kadaba

Chief Experience Officer

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1(833)640-3005
resonate@frequencyfoundry.com
www.frequencyfoundry.com

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STATEMENT OF WORK

IMPLEMENTATION PHASE 1 - DIGITAL FRONT DOOR AND CORE INTAKE FOUNDATION

Governing Master Services Agreement. This Statement of Work, SOW #2026SIGOB-VBG-001 (this "SOW"), is issued pursuant to and governed by the Master Services Agreement between the Village of Buffalo Grove and Frequency Foundry Inc. executed in connection with Village of Buffalo Grove SOW #2025SIG3-VBG-001 (the "MSA"). The MSA is incorporated into this SOW by reference. Capitalized terms not defined in this SOW have the meanings given in the MSA.

This SOW does not restate, replace, or otherwise supersede the MSA. Except as expressly set out in this SOW, the MSA remains unchanged and in full force and effect. If a provision of this SOW conflicts with the MSA, this SOW will control only for the Implementation Phase 1 services authorized here, consistent with Section 1 of the MSA.

EXECUTIVE SUMMARY

This Statement of Work authorizes Implementation Phase 1 of the Village of Buffalo Grove's Signal 311 modernization initiative. Implementation Phase 1 establishes the Digital Front Door and Core Intake Foundation through the Village-branded service portal, knowledge chatbot, GIS and location capabilities, geographic outbound messaging, applicable Cartegraph integration, resident notifications and selected customer-experience enhancements.

Frequency Foundry will deliver Implementation Phase 1 through governed releases, defined acceptance criteria, progress-based milestone billing and formal change control. The authorized professional-services fee is \$216,450 USD, based on an estimated 1,110 hours.

Capabilities identified for 2027 or later are included solely as non-binding roadmap context. They are not included in the authorized scope, fees, schedule, deliverables or acceptance obligations under this SOW and require a separately executed Statement of Work or Change Order.



Figure 1. Value case for the 2026-2027 investment.

In 2026, residents will receive consistent Village-branded portal and knowledge experience, location-aware intake, geographic outbound messaging, applicable Cartegraph handoff, proactive progress notifications, issue-following, duplicate awareness, contextual guidance, and satisfaction measurement. Frequency Foundry will deliver the work through governed releases with explicit phase gates, acceptance criteria, transparent progress-based milestone billing and formal change control. Only Implementation Phase 1 is authorized under this SOW; subsequent roadmap phases are shown for planning context only.

BACKGROUND, VISION & BUSINESS CASE

The Village's long-term objective is to provide one consistent, responsive and transparent resident service experience across web, chatbot, SMS, phone, AI voice, webchat and email. Signal 311 will operate as the resident engagement

and service-orchestration layer while connected systems continue to perform specialized operational work where appropriate.



Figure 2. Overall vision: digital front door to automated multichannel service.

PURPOSE, SCOPE AND CONTRACT STRUCTURE

This SOW defines the professional services, deliverables, sequencing, responsibilities, assumptions, acceptance approach and pricing for Implementation Phase 1 of Signal 311. Implementation Phase 1 may extend into Q2 2027 for UAT, production launch and stabilization; references to future calendar years do not authorize additional phases or capabilities.

SCOPE STRUCTURE

Scope Category	Treatment in this SOW
Implementation Phase 1 Scope Baseline	Detailed, priced and authorized at 1,110 hours / \$216,450.
Third-Party and Usage Costs	Excluded unless expressly listed; procured directly by the Village or passed through with approval.
Implementation Phase 2 and Beyond	Vision and architecture context only; not included in the 2026-2027 professional-services authorization.

OBJECTIVES

- **Establish one consistent resident entry point.** Replace fragmented intake channels with a Village-branded Signal 311 digital front door that gives residents a clear, accessible and consistent way to request service.
- **Create a durable service-management foundation.** Implement the core service request record, service catalog, routing model, status model and operational history needed to manage requests consistently across departments.
- **Enable accountable staff operations.** Provide staff with the tools, security and workflows needed to triage, assign, manage, communicate, escalate, report on and close service requests effectively.
- **Integrate with the Village's critical systems. Connect GIS and Cartegraph through validated, supportable integration patterns and implement the in-scope BS&A flat-file import described in this SOW. Future real-time or API-based BS&A integration and telephony integration remain roadmap items unless separately authorized.**
- **Expand adoption in a controlled manner.** Scale departmental participation while maintaining governance, ownership clarity and operational readiness across each release.

GUIDING PRINCIPLES AND TARGET OPERATING MODEL



Figure 3. Target operating model and system responsibilities.

SYSTEM-OF-ENGAGEMENT PRINCIPLE

Signal 311 will provide the resident-facing and service-orchestration experience, including intake, service catalog, knowledge, routing, notifications, queues, SLAs, interaction history and reporting. Cartegraph will remain authoritative for applicable Public Works operational work orders, GIS will remain authoritative for location context, and BS&A will remain authoritative for the approved source data supplied through the in-scope flat-file import. The flat-file import does not change system-of-record ownership. Real-time or API-based BS&A integration, permit-status lookup, licensing or permitting intake, and integration with a future finance ERP require separate written authorization.

GOVERNANCE PRINCIPLES

Principle	Application
Resident-first design	Every release must materially improve clarity, transparency, accessibility or effort for residents.
Configuration before customization	Use supported platform configuration and reusable Signal patterns before custom code.
Human-controlled AI	Any future AI capability will use approved information, confidence, fallback and human-handoff controls.
Authoritative data ownership	Each record and status has an agreed system of record and synchronization rule.
Privacy and minimum necessary access	Role-based access, audit, retention and least-privilege design govern data use.
Accessible and inclusive service	Public experiences target WCAG 2.1 AA-aligned patterns and mobile responsiveness.
Measurable outcomes	Adoption, timeliness, duplicate reduction, satisfaction and channel usage are tracked.

IMPLEMENTATION - DELIVERY ROADMAP AND PHASE GATES

INDICATIVE SCHEDULE

Release / Gate	Indicative Timing	Outcome	Board / Executive Evidence
Mobilization and Design Confirmation	2026 Q3	Governance, access, backlog, integration readiness and release plan confirmed.	Approved charter, RACI, baseline plan, dependency register and validated design decisions.
2026 Digital Front Door Build	2026 Q3-Q4	Core CRM, portal, catalog, GIS, chatbot, SMS and Cartegraph patterns configured.	Demonstrated end-to-end resident journey and integration test evidence.
2026 UAT and Go-Live	2026 Q4 - 2027 Q1	Village staff validate and launch the digital front door.	UAT acceptance, training completion, cutover approval and production readiness.
Implementation Phase 1 Stabilization and Future-Roadmap Planning Gate.	2027 Q1- Q2	Defects stabilized, adoption reviewed, 2027 release baseline confirmed.	Stabilization report, KPI baseline, lessons learned and prioritized future-roadmap recommendations.

SCHEDULE NOTE

Calendar dates will be finalized during mobilization based on contract authorization, environment readiness, Village stakeholder availability, third-party access, procurement lead times and the confirmed production change calendar. The sequence and acceptance gates are more important than an artificial date commitment before dependencies are validated.

IMPLEMENTATION PHASE 1 SCOPE – DIGITAL FRONT DOOR & CORE INTAKE FOUNDATION

The 2026 release establishes the resident-facing digital service foundation and the shared operating model required for later channel expansion. Signal will create and maintain a core intake record even when applicable Public Works work is transferred to Cartegraph.

Figure 4

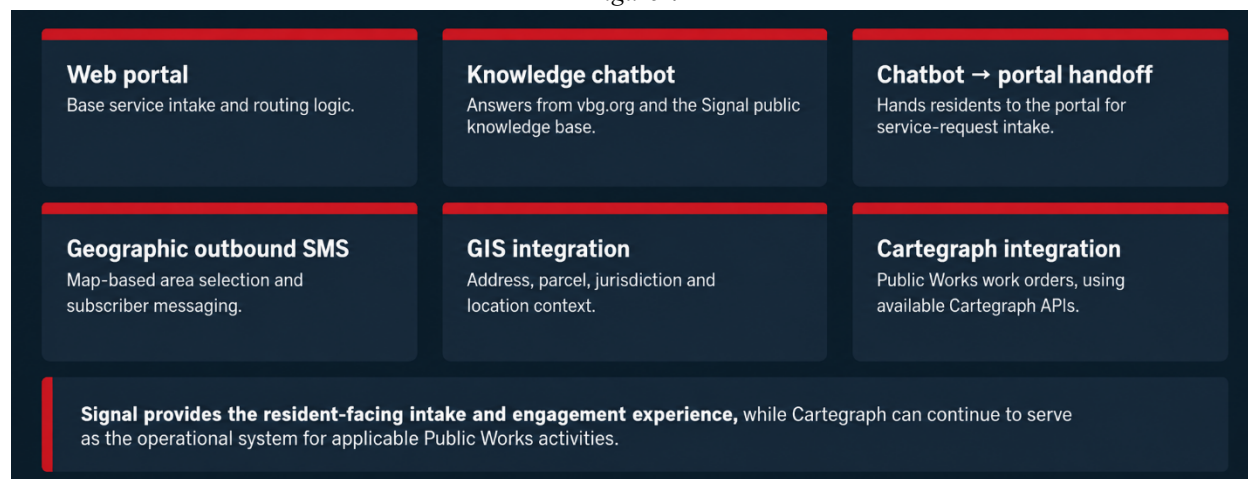


Figure 6. Implementation Phase 1 Scope

CORE FUNCTIONAL SCOPE

Capability	Detailed Scope
Signal 311 CRM staff application	Configure service request forms, views, statuses, timelines, assignments, queues, internal and resident-visible comments, related records, manual override, ownership and closure patterns.
Public web portal	Village-branded, mobile-responsive intake with category guidance, location selection, attachments, confirmation, tracking/reference number and appropriate public visibility. All non-proprietary, Village implementation specific components of the the public web portal (Forms, business, logic, branding, schema, design assets, Village-purpose-built) custom code shall be delivered to the Village such that the Village can utilize as desired.
Service catalog and routing	Categories, subcategories, intake questions, deterministic routing, department ownership, queue assignment, priority, SLA and escalation mapping.
Knowledge chatbot	Knowledge answers sourced from approved vbg.org and Signal knowledge content; service request intake or portal handoff when . The knowledge chatbot shall be delivered as a Microsoft Copilot Studio agent built within the Village's

Capability	Detailed Scope
	own Microsoft GCC tenant, with the Village as environment owner. Frequency Foundry shall deliver the agent as an exportable solution, including all topics, conversation flows, knowledge-source configuration, and connections, that the Village can export, modify, and redeploy without dependency on any Frequency Foundry-hosted platform or proprietary conversational framework service request intake warrants structured web form inputs.
GIS and location context	Address, parcel, coordinate, jurisdiction and map-selection patterns using confirmed GIS/ArcGIS services and data.
Geographic outbound SMS	Map-based area selection, subscriber-list generation, approved opt-in/opt-out treatment, templates and outbound messaging integration pattern.
Cartegraph integration	Applicable Public Works request handoff, reference identifiers, selected status updates and error handling subject to validated APIs.
BS&A flat-file import	Configure an import process for Village-approved BS&A flat files, including field mapping, validation, matching, duplicate prevention, reconciliation, monitoring, exception reporting, error handling and an on-demand manual fallback. Scheduled batch execution is included when representative source files satisfy the agreed file-format, completeness, consistency and matching-key thresholds established during design and confirmed in testing. If those thresholds are not met, Frequency Foundry will deliver the working manual import and exception-handling process, document the data-quality issues, and defer activation of scheduled execution until the Village or BS&A corrects the source data. Source-data cleansing and correction are not included.
Security, audit and accessibility	Roles, teams, field security where needed, audit, file restrictions, environment controls and accessibility review.
Operational dashboards	Work queues, assignment, SLA, aging, status, department, source channel, integration exceptions and launch metrics.
Testing, training and deployment	Functional/system/integration testing, UAT support, training, cutover, smoke testing, hypercare and transition to support.

RECOMMENDED PHASE 1 CUSTOMER-EXPERIENCE ENHANCEMENTS

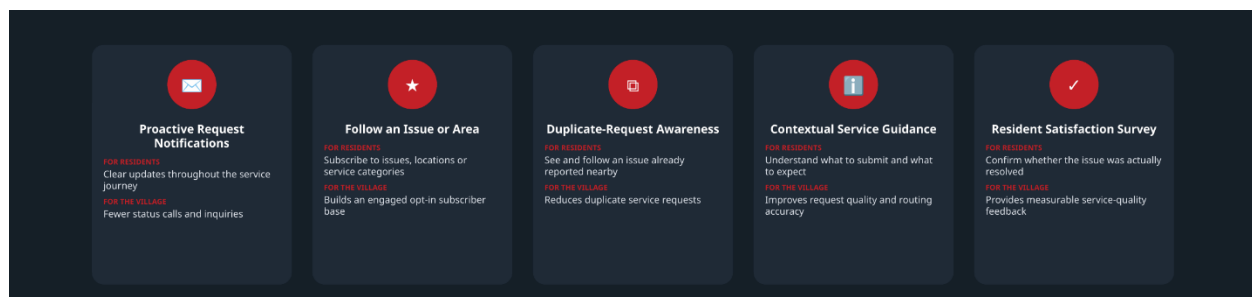


Figure 5. Recommended enhancements included in Implementation Phase 1.

Enhancement	Resident Value	Village Value	Acceptance Summary
Proactive Request Notifications	Clear updates at meaningful milestones.	Fewer status calls and more consistent communication.	Approved email/SMS updates trigger at configured statuses and preserve Village branding.
Follow an Issue or Area	Subscribe to a request, location, facility or service category.	Builds an opt-in audience and reduces duplicate submissions.	Residents can follow eligible items and receive approved updates.
Duplicate-Request Awareness	See a similar nearby request before submitting.	Reduces avoidable duplicate workload while preserving legitimate reports.	Configured category/location/status/date rules surface potential duplicates.
Contextual Service Guidance	Understand what to provide, expected response and alternative channels.	Improves request quality and routing accuracy.	Village-managed guidance appears in portal and chatbot knowledge patterns.
Resident Satisfaction Survey	Confirm whether the issue was actually resolved.	Provides service-quality and closure feedback.	Short survey is issued at configured closure points and results are reportable.

ILLUSTRATIVE FUTURE CAPABILITIES

Capability	Detailed Scope
Expanded service catalog and departmental adoption	Add prioritized departments, service categories, ownership, intake questions, service expectations, queues and dashboards. Refine 2026 processes based on production evidence.
Routing, queues and SLA management	Expand deterministic routing, queue ownership, escalations, business hours, SLA targets, supervisor visibility and exception handling.
Permit status by address	Resident/staff lookup using approved public fields and matching keys; present understandable status without exposing restricted data.
Business licensing and permitting intake	Guided forms, conditional questions, document intake, validation, acknowledgement, routing and internal processing handoff. Transactional back-office automation is limited to confirmed interfaces.
Phone and omnichannel go-live	Agent workspace, queue design, call routing/handoff, screen-pop or context display where supported, interaction history, disposition and supervisor patterns.
AI voice assistance	Approved knowledge responses, confidence and fallback controls, and transfer to a live agent when service intake or exception handling is required.
SMS AI assistance	Approved knowledge responses, service request intake and portal handoff for more complex intake scenarios; consent, opt-out and escalation behavior included.
Reporting and benefits management	Cross-department adoption, channel use, service levels, aging, transfer outcomes, resident satisfaction and exception monitoring.

Capability	Detailed Scope
Training, cutover and stabilization	Role-based training, UAT, agent simulations, cutover, launch monitoring and operational transition.

FUTURE PHASE DEPENDENCIES

- These capabilities are not deliverables or acceptance obligations under Implementation Phase 1.
- Decision on system-of-record responsibility for each permit, license, submission and status.
- Mitel/telephony architecture, numbers, queues, agent groups, licensing and vendor coordination.
- Agent operating model for transfers, callbacks, after-hours handling and cross-channel history.
- Department owners, service-level expectations, staffing and readiness for new queues.
- Approved AI knowledge content, escalation rules, confidence thresholds and human-review controls.

DETAILED WORK BREAKDOWN, EFFORT AND PRICING
PRICING BREAKDOWN STRUCTURE
DETAILED WORK BREAKDOWN

WBS	Workstream	Included Activities	Est. Hours	Budget Equivalent
1.0	Project mobilization, governance and management	Kickoff, project plan, RAID/decision logs, weekly status, steering support, scope and vendor coordination.	80	\$15,600
2.0	Design validation and release planning	Confirm Engage-Envision outputs, backlog, architecture, acceptance criteria, environment and deployment plan.	70	\$13,650
3.0	Signal 311 core CRM configuration	Service request lifecycle, forms, views, statuses, queues, comments, assignments, history and core dashboards.	120	\$23,400
4.0	Village service request portal	Guided intake, location, attachments, confirmations, tracking, visibility and responsive Village branding.	145	\$28,275
5.0	Knowledge chatbot and portal handoff	Knowledge setup, approved sources, conversational guidance, fallback and portal handoff.	55	\$10,725
6.0	Service catalog, routing and SLA baseline	Catalog, questions, ownership, routing, queue and initial SLA configuration.	65	\$12,675
7.0	GIS and location foundation	GIS discovery, service access, geocoding/location patterns, parcel/jurisdiction context and map validation.	90	\$17,550
8.0	Geographic outbound SMS	Area selection, subscriber generation, consent/opt-out rules, templates, provider coordination and testing.	60	\$11,700
9.0	Cartegraph and BS&A flat-file integrations	Cartegraph discovery, mappings, request/work-order handoff, identifiers, selected statuses, logging and testing; plus BS&A flat-file mapping, validation, matching, reconciliation, monitoring, exception handling, manual fallback and scheduled batch activation when agreed data-quality thresholds are met.	90	\$17,550
10.0	Customer-experience enhancements	Notifications, follows/subscriptions, duplicate awareness, contextual guidance and satisfaction survey.	200	\$39,000
11.0	QA, UAT, training, deployment and stabilization	Test planning/execution, UAT support, defect triage, training, cutover, smoke tests and hypercare.	135	\$26,325
		TOTALS	1,110 hrs	\$216,450.00

The workstream hours and budget equivalents above are planning allocations. The total professional-services fee for Implementation Phase 1 is \$216,450 USD unless adjusted through a written Change Order.

COMMERCIAL TERMS, INVOICING & CHANGE CONTROL

PROGRESS-BASED MILESTONE MODEL

Professional services will be delivered for a total fee of \$216,450 USD, allocated across the six progress-based milestones below. The milestones group the detailed WBS workstreams based on the current delivery plan. Milestone components, estimated hours, fee allocations and sequencing may be adjusted in accordance with the Milestone Balancing and Resequencing provisions below without changing the authorized scope or the total not to exceed professional-services fee. Each milestone fee will be earned and invoiced when its acceptance evidence is submitted and the milestone is accepted or deemed accepted under the Acceptance Process. The estimated hours are planning equivalents derived at the blended rate of \$195 USD per hour and are not separate invoice triggers. Invoices are payable NET-30 unless the MSA states otherwise.

Shared Milestone Conditions. The following conditions shall apply to each milestone unless otherwise noted:

- The accepted scope has no open Severity 1 defects and no Severity 2 defects lacking a mutually approved workaround and remediation plan. At Final Acceptance, this condition applies to all in-scope Implementation Phase 1 functionality collectively, so that a Severity 1 or unremediated Severity 2 defect in any previously accepted functionality, attributable to Frequency Foundry's in-scope work, remains a condition to release of the Holdback.
- Each milestone is accepted when its listed deliverables are accepted under the Acceptance Process, evidenced by their criteria in the Deliverables & Acceptance Criteria table. The milestone criterion is the billing gate; the deliverable rows remain the single source of conformance detail.

Milestone / WBS Grouping	Acceptance Evidence	Estimated Hours	Fee (USD)
1. Project mobilization and design validation (WBS 1.0-2.0)	Approved project governance package and solution and release design accepted per their criteria, including the requirements traceability baseline mapping each approved requirement to its configuration, test scenario, and acceptance criterion, project plan, validated backlog, architecture, environment and deployment plan, and release acceptance criteria for Milestones 2-6 are approved here, expressed as testable pass/fail scenarios traceable to the requirements catalogue.	150	\$29,250
2. Core CRM, service catalog and routing (WBS 3.0 and 6.0)	Configured Signal 311 staff application accepted per its criteria, including service-request lifecycle, configured rule duplicate detection with retention, forms, views, statuses, queues, routing with manual reassignment, priority/SLAs with aging alerts and manual override, ownership, case history with the ability to reopen, role/department security with audit, and core dashboards, evidenced by passing approved test scenarios; meets shared milestone conditions.	185	\$36,075
3. Public portal and knowledge chatbot (WBS 4.0-5.0)	Village service request portal and Knowledge chatbot and handoff accepted per their criteria including approved resident scenarios pass through the portal with location, attachments with configurable type/size limitations, automated confirmation and tracking, and chatbot knowledge answers, service request intake or portal handoff when intake requires structured web form inputs; meets shared milestone conditions.	200	\$39,000
4. GIS, geographic SMS, Cartegraph and BS&A flat-file integrations (WBS 7.0-9.0)	GIS/location services, geographic outbound outreach, Cartegraph integration and the BS&A flat-file import are accepted per their criteria. Evidence includes geocoding/parcel/jurisdiction resolution within agreed thresholds; geo-outreach list generation with enforced opt-in/opt-out and empty/large-result handling; Cartegraph handoff with selected status and designated field notes under agreed internal/resident-visible rules, durable cross-	240	\$46,800

	system reference, logging and no silent failures; and successful BS&A test-file import with validation, matching, duplicate prevention, reconciliation, monitoring, exception reporting, error handling and manual fallback. Scheduled BS&A batch execution must also pass where the representative source files satisfy the agreed data-quality thresholds. If they do not, the working manual process and documented source-data exceptions satisfy this milestone, and scheduled activation remains subject to correction and revalidation of the source data. Meets shared milestone conditions.		
5. Customer-experience enhancements (WBS 10.0)	Approved notification, follow or subscription, duplicate-awareness, contextual-guidance and satisfaction-survey scenarios are accepted per their acceptance criteria; meets shared milestone conditions.	200	\$39,000
6. QA, UAT, training, deployment and stabilization (WBS 11.0)	Test evidence is complete; UAT is accepted; training is delivered; and cutover, smoke testing, hypercare and stabilization closeout are completed. Final Acceptance requires resolution, or a mutually approved workaround and remediation plan, for all Severity 1 and Severity 2 defects attributable to in-scope work, including in previously accepted functionality; the 10% Holdback releases only upon Final Acceptance.	135	\$26,325
TOTAL	Six acceptance-based progress gates	1,110	\$216,450

FINAL ACCEPTANCE HOLDBACK

Notwithstanding the Progress-Based Milestone Model above, each milestone invoice issued upon acceptance or deemed acceptance of a milestone will be billed at ninety percent (90%) of that milestone's fee, payable NET-30 unless the MSA states otherwise. The remaining ten percent (10%) of each milestone fee (collectively, the "Holdback," totaling \$21,645 across the six milestones) will not be invoiced at the time of milestone acceptance and instead becomes payable only upon Final Acceptance as set out below. The Holdback is a billing-timing and completion-assurance mechanism intended to secure Frequency Foundry's completion of the stabilization and closeout obligations for Implementation Phase 1. It does not reduce the total professional-services fee of \$216,450 USD, and it does not affect when a milestone fee is earned, when a milestone is accepted or deemed accepted, or the calculation of any amount under the Client-Delay Progress Billing, Termination, Suspension and Delay, or Milestone Balancing and Resequencing provisions, each of which continues to apply to the full (100%) milestone fee.

The Holdback applies only to milestone invoices issued upon acceptance or deemed acceptance of a milestone. Interim invoices issued under the Client-Delay Progress Billing or Termination or Suspension and Delay provisions are billed in full at \$195 USD per hour and are not subject to the Holdback.

Final Acceptance. Final Acceptance occurs when Milestone 6 (QA, UAT, training, deployment and stabilization) is accepted or deemed accepted under the Acceptance Process and the stabilization closeout for Implementation Phase 1 is completed. Every deliverable accepted under an earlier milestone must continue to materially conform to its approved design and acceptance criteria through Final Acceptance. If an earlier accepted deliverable ceases to conform because of a defect or regression attributable to Frequency Foundry's in-scope work, Frequency Foundry will correct that nonconformity under the Acceptance Process. Final Acceptance requires resolution, or a mutually approved workaround and remediation plan, for all Severity 1 and Severity 2 defects attributable to in-scope work, including defects or regressions affecting previously accepted functionality. Milestone fee amounts remain earned when each milestone is accepted or deemed accepted; only billing of the Holdback is deferred to Final Acceptance. This continuing-conformance obligation does not apply to failures caused by Village changes, misuse, unsupported third-party changes or outages, source-data defects, or other causes outside Frequency Foundry's reasonable control.

Release of Holdback. Within thirty (30) calendar days after Final Acceptance, Frequency Foundry may invoice the full Holdback, and the Village will pay that invoice NET-30 unless the MSA states otherwise. If Final Acceptance has

not occurred, the Village may decline to pay the Holdback until Final Acceptance is achieved, provided the Village identifies the outstanding conditions in writing and Frequency Foundry is afforded the opportunity to address them under the Acceptance Process. The Village will not withhold the Holdback on account of matters that are not required for Final Acceptance, or to offset amounts that are not otherwise disputed under this SOW or the MSA.

Termination or Suspension. If this SOW is terminated or the work is suspended in accordance with its terms before Final Acceptance, the Holdback attributable to milestones that have been accepted or deemed accepted as of the effective date of termination or suspension will become payable together with the amounts due under the Termination or Extended Suspension provision.

MILESTONE BALANCING AND RESEQUENCING

The milestone groupings, estimated hours, fee allocations and sequencing shown in this SOW reflect the Parties' current delivery plan. They are intended to provide a transparent basis for planning, progress measurement, acceptance and invoicing and do not require the activities within each milestone to be performed in a rigid or strictly sequential manner.

Frequency Foundry may re-sequence, overlap or adjust the timing of in-scope activities within or across milestones when reasonably necessary to address technical dependencies, resource availability, Village readiness, third-party availability, delivery efficiency or project risk. Frequency Foundry will notify the Village Project Manager of any material sequencing adjustment and record it in the project plan, status report or decision log.

With the mutual written approval of the designated Project Managers, including approval by email, the Parties may:

- Move an in-scope WBS component, deliverable or activity from one milestone to another;
- Split or combine milestone components;
- Reallocate estimated hours or milestone fees between milestones;
- Revise interim milestone target dates or acceptance-submission dates; or
- Change the sequence in which milestone components are designed, configured, tested or deployed.

An approved milestone rebalancing will not require a formal Change Order when it:

- remains within the authorized scope of this SOW;
- does not increase the total not to exceed professional-services fee of \$216,450 USD;
- does not materially reduce or remove an agreed deliverable or acceptance obligation;
- does not materially increase the Village's responsibilities; and
- does not materially change the overall completion date or production-release commitment, except where an adjustment results from an identified Village or third-party dependency.

The approved rebalancing will be documented in a revised milestone schedule or milestone allocation table and will become the basis for subsequent progress reporting, acceptance and invoicing. Amounts previously invoiced will not be reallocated retroactively. Any proposed adjustment that changes the authorized scope, the total not to exceed professional-services fee, material acceptance requirements, overall production commitment or other substantive contractual obligation must be handled through the Change Control process in this SOW.

BUDGET MANAGEMENT

- Frequency Foundry will report actual hours, forecast-to-complete and variance in regular status reporting.

- Workstream allocations are estimates and may be rebalanced to protect outcomes with mutual written approval.
- Frequency Foundry will not exceed the applicable authorized amount without an approved change order.
- Third-party costs and consumption charges require separate Village approval or direct procurement.

CHANGE CONTROL

A change request may be initiated by either party when assumptions change, new requirements are introduced, a vendor interface is materially different from documented expectations, or schedule/resource constraints affect delivery. The change record will describe the request, reason, alternatives, impact to scope, effort, cost, schedule, risk and acceptance criteria. No out-of-scope work is required until authorized in writing by both parties.

SUSPENSION AND DELAY

If Village dependencies, decisions, access or vendor support are delayed, Frequency Foundry will work with the Village to resequence available work. Extended delays may require schedule adjustment, resource rebooking or change control where rework or material standby effort is created.

Client-Delay Progress Billing. For purposes of this provision, "Available In-Scope Work" means any other in-scope Implementation Phase 1 activity, in any milestone; and "Stranded Work" means in-scope work performed toward the affected milestone that, as a direct result of the third-party dependency, cannot be completed or accepted, and where the resources that performed it cannot reasonably be redeployed to Available In-Scope Work, determined as of the time the work would otherwise be performed.

- (a) If a Village-controlled dependency, decision, or access prevents completion of an affected milestone, Frequency Foundry will promptly notify the Village Project Manager in writing, identifying the affected milestone, the in-scope work that is blocked, and the resources affected (a "Delay Notice"). The Village will have ten (10) business days from delivery of the Delay Notice to provide the required dependency, decision, or access, or to direct a reasonable alternative or resequencing (the "Cure Period"). During the Cure Period, the parties will resequence the affected resources to Available In-Scope Work under the Milestone Balancing and Resequencing provision to the extent reasonably practicable. If the required dependency, decision, or access remains outstanding after the Cure Period, Frequency Foundry may invoice the documented portion of in-scope work completed toward that milestone at \$195 USD per hour. No amount accrues or becomes billable under this subsection (a) for any period before expiration of the Cure Period.
- (b) If a third-party dependency not within the Village's control (for example, a third-party API, environment, or vendor's readiness) prevents completion of a milestone for more than thirty (30) calendar days, Frequency Foundry may invoice only for Stranded Work, at \$195 USD per hour. Frequency Foundry will promptly notify the Village Project Manager in writing of the dependency, the blocked work, and the affected resources, and the parties will resequence those resources to Available In-Scope Work under the Milestone Balancing and Resequencing provision; only Stranded Work remaining after that resequencing, and verifiable by the Village Project Manager, is billable under this subsection.

Amounts under this provision are capped at the unpaid fee for the affected milestone, are subject to the Holdback in the same manner as milestone invoices, and reduce the final milestone invoice dollar-for-dollar. Frequency Foundry will not invoice under this provision for work separately compensated through Change Control arising from the same cause.

TERMINATION

Termination for Convenience. The Village may terminate this SOW, in whole or in part, for its convenience upon thirty (30) days' prior written notice stating the effective date and, for a partial termination, the portion of Services terminated. On receipt of the notice, unless it directs otherwise, Frequency Foundry will stop work on the terminated Services as of the effective date, make no new commitments allocable to them, and take commercially reasonable steps to mitigate charges, including reducing outstanding third-party commitments.

Payment. The Village's sole payment obligation for a convenience termination is, without duplication: (a) milestone fees for milestones accepted or deemed accepted as of the effective date and not yet paid; (b) for the milestone then in progress, the documented, verifiable portion of in-scope work performed through the effective date, at \$195 USD per hour and capped at that milestone's unpaid fee; and (c) reasonable, non-cancelable third-party commitments Frequency Foundry incurred in performing the Services and the Village approved in advance in writing, to the extent they cannot be cancelled or mitigated. This amount is reduced by amounts previously invoiced or paid, any Holdback then held, and any credits owed to the Village, and in no event will total payments under this SOW exceed the not-to-exceed fee of \$216,450 USD less amounts previously paid. The Village will not be liable for, and Frequency Foundry waives, any lost profits, unearned or anticipated fees, fees for Services not performed, standby, demobilization, early-termination, or indirect, incidental, or consequential damages arising from a convenience termination.

Termination for Cause. The Village may terminate this SOW, in whole or in part, for cause if Frequency Foundry materially breaches this SOW or the MSA and fails to cure within thirty (30) days after written notice describing the breach in reasonable detail; if the breach is capable of cure but not reasonably curable within thirty (30) days, and Frequency Foundry begins curing within that period and proceeds diligently, the cure period extends by a reasonable time up to a total of sixty (60) days. The Village may terminate immediately, without a cure period, if Frequency Foundry (i) breaches Section 5 of the MSA (Intellectual Property and Data Security), including any failure to protect Resident and Business Contact Data; (ii) becomes insolvent, makes an assignment for the benefit of creditors, or is the subject of a bankruptcy, receivership, or similar proceeding not dismissed within sixty (60) days; or (iii) repeats a breach of the same or substantially similar obligation after previously curing it.

Payment. The Village's payment obligation for a cause termination is limited to (i) milestone fees for milestones accepted or deemed accepted as of the effective date and not yet paid; and (ii) for any milestone then in progress, only the documented, verifiable portion of in-scope work that materially conforms to the approved design and acceptance criteria and that the Village elects in writing to retain, at \$195 USD per hour and capped at that milestone's unpaid fee. The Village will not pay for work product that does not materially conform, or for the milestone(S) giving rise to the breach to the extent the breach renders its work product unusable. This amount is reduced by amounts previously paid, any Holdback then held, and any credits or damages owed to the Village. Termination for cause is in addition to all other remedies available to the Village under this SOW, the MSA, at law, or in equity, all cumulative; the waiver of claims in the Termination for Convenience provision does not apply to a termination for cause.

Transition. On any termination, Frequency Foundry will promptly deliver to the Village all Customer Work Product and Customer Data completed or in progress through the effective date — including deliverables, configurations, and documentation — in a usable and, where applicable, non-proprietary format, with reasonable knowledge transfer to let the Village assume or reassign the work. For a convenience termination, delivery is conditioned on payment of the amounts due; for a cause termination, delivery is at no additional charge and is not conditioned on resolution of the breach or any related payment dispute.

Survival. This Section supplies the SOW-specific termination terms contemplated by Section 2 of the MSA. Termination of this SOW does not terminate the MSA or any other Statement of Work. Provisions that by their nature should survive, including those governing payment, confidentiality, data handling, intellectual property, and limitation of liability, survive termination.

ADDITIONAL INSURANCE REQUIREMENTS

Frequency Foundry Inc. is the "Contractor" under the MSA and the "Consultant" under Exhibit C; both terms, and "Frequency Foundry," refer to the same entity. In addition to the coverages required under Exhibit C, Frequency Foundry shall procure and maintain the following. The occurrence-form requirement and claims-made prohibition in Exhibit C apply only to the general liability coverage described there, not to the claims-made coverages below, which are governed by the section below.

Technology Professional Liability (Errors & Omissions). Liability for any negligent act, error, or omission in performing technology or professional services, including configuration, customization, integration, and implementation. Limits not less than \$2,000,000 per claim and \$2,000,000 aggregate.

Cyber/Privacy and Network Security Liability. Liability and costs from unauthorized access to or disclosure of data, privacy breach, and network security failure, including regulatory defense; and first-party breach response (forensics, required notification, credit or identity monitoring, and public relations). Limits not less than \$2,000,000 per claim and \$2,000,000 aggregate.

Combined Policies. The coverages in paragraphs above may be written under one policy if each coverage part meets the limits stated.

Claims-made Terms. For any coverage written claims-made, Frequency Foundry shall: (a) maintain a retroactive date on or before the SOW effective date; (b) keep the coverage continuous through the SOW term; and (c) on expiration or cancellation, maintain that retroactive date or purchase two (2) years of extended reporting (tail) coverage.

Additional Insured. Where the policy allows, the Village and its elected and appointed officials, employees, agents, and volunteers shall be additional insureds under the cyber/privacy coverage, and the insurer shall waive subrogation against the Village. Each policy shall name the Village as a cancellation-notice recipient consistent with Exhibit C of the MSA.

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

Subcontractors. Any subcontractor accessing or processing Village data shall carry substantially equivalent coverage, or Frequency Foundry's coverage shall extend to that work. Frequency Foundry remains responsible for its subcontractors' compliance.

DELIVERABLES AND ACCEPTANCE CRITERIA

Deliverables will be accepted at the release or deliverable level. Acceptance is based on conformance to the approved design, stated acceptance criteria and agreed test evidence—not on the absence of all minor defects. Severity 1 and Severity 2 defects attributable to in-scope work must be resolved or have a mutually approved workaround and remediation plan before production acceptance.

- **Severity 1:** Production unavailable, critical security exposure or failure of a critical business process with no reasonable workaround.
- **Severity 2:** Material impairment of an in-scope business process for which only a temporary or operationally burdensome workaround exists.

Deliverable	Outcome	Acceptance Evidence
Project governance package	The project has an agreed operating structure (roles, decision rights, cadence, and risk/decision tracking) so both parties can run and control delivery consistently.	Approved charter, RACI, schedule, communication plan, RAID log and decision log.
Solution and release design	The solution to be built is defined and agreed across configuration, process, security, data, integration, and deployment, giving both parties a validated, traceable baseline before build.	Approved configuration, process, security, data, integration, environment and deployment decisions, plus a requirements-traceable baseline mapping approved phase 1 requirement to its configuration, test scenario, and acceptance criterion.
Configured Signal 311 staff application	Village staff can create, triage, prioritize, route, communicate on, track, and close service requests in a single system of record — with configurable categories, deterministic routing by service type and jurisdiction, SLA/aging alerts, case history, and staff control over what residents see.	In the target environment, approved scenarios show: (a) configurable intake categories/subcategories and lifecycle states; (b) unique request IDs with field/address validation configured rule duplicate detection with merge/link retaining all submissions including potential duplicates for audit; (c) automatic priority/SLA assignment with aging alerts at defined thresholds and manual override; (d) Deterministic automated routing by service type and geographic jurisdiction with manual reassignment; (e) staff-visible resident and request history with related-request lookup; (f) staff control of resident-visible vs internal updates and public/private comments; (g) case history with authorized reopen; (h) manual case creation independent of telephony; (i) Role- and department- based access with audit logging; (j) operational dashboards for SLA compliance and workload by department
Village service request portal	A resident can submit and track a request through a Village-branded, mobile-	On a mobile-responsive user interface, approved scenarios show: (a) guided service-type forms with conditional logic and category guidance; (b)

Deliverable	Outcome	Acceptance Evidence
	responsive portal; each request is tied to a validated location; public views show only Village-designated public request types, with sensitive-complaint privacy protected.	location capture by validated address, map pin drop, and mobile GPS; (c) file/photo attachments with configurable type/size limits; (d) automated acknowledgement with case ID, summary, expected SLA and tracking link; (e) resident status tracking and history (f) residents commenting on/updating their own requests; (g) staff public facing comments surfaced on the portal; (h) duplicate-awareness showing related nearby requests while still allowing legitimate nearby reports; privacy protection/redaction for sensitive complaint types and suppression from public views; (i) WCAG 2.1 AA design patterns
Follow an Issue or Area	A resident can subscribe to a specific request, location, facility, or service category and receive approved updates about it, building an opt-in audience and reducing duplicate submissions.	Approved scenarios show a resident following an eligible request or a geographic area/category, thereafter receiving only approved update types for followed items, and being able to unsubscribe; consent/opt-out is enforced and non-eligible items cannot be followed
Contextual Service Guidance	A resident understands what information to provide, what response to expect, and which channel is appropriate — improving request quality and routing accuracy.	Approved scenarios show Village-managed guidance (what to provide, expected response timeframe, alternative channels) appearing in the portal intake flow and in chatbot knowledge patterns, editable by the Village without code changes.
Duplicate Request Awareness	Before submitting, a resident sees whether a similar nearby request already exists — cutting avoidable duplicate workload while still preserving legitimate individual reports.	Approved scenarios show configured category/location/status/date rules surfacing potential duplicates to the resident at intake, while still allowing submission of a legitimate similar nearby request; all submissions (including potential duplicates) are retained for audit; staff retain merge/link tools.
Proactive Request Notifications	Residents receive clear, Village-branded updates at meaningful milestones in a request's life, without having to call in to check status.	Approved scenarios show email/SMS updates triggering at configured status changes with correct content (case ID, status, tracking link) and preserved Village branding; updates respect resident channel preference and opt-out/consent state and are suppressed for non-consented recipients; and delivery is logged.
Resident Satisfaction Survey	The Village learns whether an issue was actually resolved to the resident's satisfaction, generating	Approved scenarios show a short survey issued at configured closure points, honoring consent/opt-out, with responses captured and available in operational reporting/dashboards

Deliverable	Outcome	Acceptance Evidence
	service-quality and closure feedback.	
Knowledge chatbot and handoff	A resident gets accurate answers from approved Village knowledge through the branded chatbot (Mr. Robinson) and is handed off cleanly to the portal when a structured request is required.	Approved scenarios show the chatbot answering from approved vbg.org and Signal knowledge content, deflecting with suggested FAQs/articles before case creation, service request intake or handing off to the portal when service request intake warrants structured web form inputs.
GIS/location services	Requests, people, and organizations are tied to accurate, validated location context (address, parcel, coordinates) so intake, routing, mapping, and duplicate-awareness are geographically reliable.	Approved scenarios validate addresses against ArcGIS boundary layers, associate requests to parcel, resolve within agreed quality thresholds, and display requests on interactive GIS maps; Out of jurisdiction submissions handled gracefully.
Location-based Outreach	An authorized staff user can define a geographic area on a map and generate a location-scoped list of opted-in subscribers for event-specific outbound messaging (e.g., road-construction and event notifications).	Using approved test data, the generated list (a) correctly includes opted-in subscribers inside the area and excludes those outside it; (b) excludes contacts who have not opted in or who have opted out; (c) is made available to the approved outbound SMS/messaging function; and (d) handles empty-result and large-result cases as designed.
Cartegraph integration	Applicable Public Works requests pass from Signal 311 into Cartegraph, and selected updates, including status changes and designated notes, flow back to the originating Signal 311 request, with a durable cross-system reference and no silent failures. Returned field notes are applied to the Signal record according to agreed visibility rules (internal vs. resident-visible), and the integration is one-way for these updates (Cartegraph → Signal).	Approved transaction scenarios pass with identifiers, status mapping, note return with correct internal/resident visible treatment, logging and exception handling, preventing duplicate entries.
BS&A flat-file import	Village-approved BS&A reference or status data can be brought into Signal 311	Using representative Village-approved files, approved scenarios demonstrate: (a) documented file layout and field mapping; (b) validation of

Deliverable	Outcome	Acceptance Evidence
	through a controlled, repeatable flat-file process with visible exceptions and a supported manual fallback. Scheduled batch execution is activated when the approved source files meet the agreed data-quality thresholds.	required fields, formats and matching keys; (c) matching and duplicate-prevention behavior; (d) reconciliation totals and an auditable import result; (e) logged errors and an actionable exception report; (f) successful on-demand manual execution and recovery from a failed batch; and (g) successful scheduled batch execution when the source files meet the agreed format, completeness, consistency and matching-key thresholds. If those thresholds are not met, acceptance of the scheduled-execution component is deferred pending source-data correction, but the validated manual import and exception-handling capability remains in scope and must be delivered.
Training and operational readiness	End-user training, power-user/system administrator training have been completed and Village staff have access to required training documentation and user guides.	Training delivered, materials supplied, support model confirmed, cutover checklist approved and smoke tests passed.
Stabilization and benefits reports	After go-live, the Village has a clear view of solution health, and outstanding items.	Open issues, usage, KPI baseline, lessons learned and recommendations documented.

ACCEPTANCE PROCESS

Acceptance Process. Frequency Foundry will submit each milestone, deliverable or release with completion notes and applicable acceptance evidence.

1. The Village will have ten business days to accept the submission or provide a consolidated written list of material nonconformities.
2. Frequency Foundry will address validated in-scope nonconformities and resubmit the deliverable or release for review.
3. A deliverable or release will be deemed accepted when the Village confirms acceptance or does not identify material nonconformities within the review period.
4. Acceptance of a milestone, deliverable or release confirms conformance at that acceptance gate and does not relieve Frequency Foundry of responsibility for that accepted work continuing to materially conform to its approved design and acceptance criteria through Final Acceptance. A later defect or regression attributable to Frequency Foundry's in-scope work will be addressed under this Acceptance Process. Previously accepted work will not be reopened for new requirements, preference changes, source-data defects, unsupported third-party changes or outages, Village modifications, misuse, or other causes outside Frequency Foundry's reasonable control.

Backlog Treatment. Minor defects and enhancement requests will be recorded in the backlog and will not delay initial milestone acceptance when the agreed business outcome is usable, safe and materially conforms to the approved criteria. Backlog treatment does not waive an accepted deliverable's obligation to continue materially conforming through Final Acceptance, and it does not convert a defect or regression attributable to Frequency Foundry's in-scope work into an enhancement.

PROJECT APPROACH, GOVERNANCE AND QUALITY MANAGEMENT

DELIVERY METHODOLOGY

Stage	Application to This SOW
Engage	Mobilize each release, confirm governance, stakeholders, access, success measures and decision rights.
Educate	Orient departments and agents to Signal 311 capabilities and supported operating patterns.
Elicit	Validate release-specific processes, service categories, data, integrations, channels and acceptance scenarios.
Envision	Confirm target design, backlog, mappings, security, deployment and cutover approach.
Execute	Configure, integrate, test and demonstrate capability through iterative release cycles.
Empower	Support UAT, train users, cut over, stabilize and transfer operational knowledge.

GOVERNANCE CADENCE

Forum	Typical Cadence	Purpose
Project working session	Weekly	Progress, near-term plan, decisions, dependencies, risks and actions.
Solution/design session	As required during design/build	Confirm process, data, integration, security and experience decisions.
Technical integration session	Weekly during active integrations	Vendor coordination, mappings, errors, test readiness and cutover.
Steering committee	Monthly	Executive status, budget, scope, risks, decisions and phase gates.
Release demonstration	Every 2-3 weeks during build	Show working capability, obtain feedback and validate acceptance scenarios.
Go-live command center	Daily during cutover/hypercare	Readiness, defects, incidents, adoption and rapid decisions.

QUALITY AND TESTING

- Traceability from approved scope to backlog, configuration and acceptance scenarios.
- Configuration and integration peer review for material components.
- Functional, security, accessibility, integration, regression and deployment testing appropriate to each release.
- Village-led UAT supported by Frequency Foundry, using representative data and users.
- Formal production readiness review covering people, process, technology, data, support and communications.
- Hypercare triage with severity, ownership, workaround and resolution tracking.

PRODUCTION HYPERCARE

Frequency Foundry will provide a ten-business-day hypercare period beginning on the first business day following the approved production go-live. During hypercare, the project delivery team will remain the Village's primary support and escalation channel for incidents and defects reasonably attributable to the Implementation Phase 1 solution.

Hypercare will include daily issue triage, severity classification, ownership assignment, workaround coordination, defect investigation, resolution tracking, deployment coordination for approved corrections and daily status reporting while material issues remain open.

Hypercare coverage will be provided during the Parties' agreed project business hours, with extended launch-window coverage documented in the production cutover plan. Severity 1 incidents identified during an agreed extended-coverage window will be escalated immediately to the designated technical and project leads.

Target initial response times during hypercare are:

- Severity 1: 30 minutes
- Severity 2: two business hours
- Severity 3: one business day
- Severity 4: two business days

Response targets represent acknowledgement, triage and commencement of investigation and are not guaranteed resolution times. Resolution timing depends on severity, reproducibility, technical complexity, third-party availability and whether a reasonable workaround exists.

Hypercare covers correction of defects where the delivered solution materially fails to conform to the approved design or acceptance criteria. It does not include new features, changed requirements, additional departments or service categories, source-data correction, third-party product defects, additional integrations, ongoing content administration or other out-of-scope services.

At the end of hypercare, Frequency Foundry will provide a stabilization summary identifying resolved issues, remaining issues, approved workarounds, backlog items and items transitioned to the applicable annual support process. Completion of the ten-business-day hypercare period does not limit Frequency Foundry's obligation to correct in-scope defects or regressions that prevent previously accepted work from continuing to materially conform through Final Acceptance.

ROLES AND RESPONSIBILITIES

Role	Frequency Foundry Responsibilities	Village Responsibilities
Executive Sponsor	Escalate material delivery issues and support executive decisions.	Provide sponsorship, funding authority, organizational alignment and timely escalations.
Project Manager	Plan, status, RAID, budget tracking, coordination, documentation and change control.	Coordinate Village resources, decisions, communications, approvals and vendor participation.

Role	Frequency Foundry Responsibilities	Village Responsibilities
Solution Architect	Own target architecture, design integrity, security and integration patterns.	Provide architecture standards, environment constraints and technical approvals.
Functional Lead	Configure service processes, catalog, routing, portal, dashboards and acceptance scenarios.	Provide process owners, SMEs, content, service standards and timely validation.
Technical/Integration Lead	Build and test integrations, logging, deployment and technical documentation.	Provide APIs/files, credentials, test environments, vendor contacts and source-system expertise.
Data/GIS Lead	Define mapping, validation, matching and reconciliation approach.	Provide authoritative data, GIS services, data definitions, quality support and approvals.
Change/Training Lead	Develop materials, train-the-trainer/user sessions and adoption support.	Identify learners, schedule attendance, manage internal communications and enforce new processes.
UAT Lead	Prepare scenarios, support triage and evidence collection.	Own UAT execution, representative users, test data, sign-off and business acceptance.
Security/Privacy	Implement approved controls and provide design documentation.	Approve privacy, retention, consent, access and security requirements.

ASSUMPTIONS, DEPENDENCIES AND CLIENT READINESS

Assumption / Dependency	Detail
Stakeholder availability	The Village provides empowered process owners, SMEs, IT/security/GIS resources and vendor contacts according to the project schedule.
Timely decisions	Material decisions and consolidated feedback are provided within five business days unless otherwise agreed.
Environment and licensing	Required Microsoft, Signal, Azure, SMS and third-party licenses/environments are procured and available before dependent work.
Content ownership	The Village supplies or approves knowledge, service guidance, communication templates, consent language, survey wording and public-facing content.
GIS access	The Village provides supported ArcGIS REST/feature services, SQL access or approved alternatives with representative test data.
Cartegraph readiness	API documentation, credentials, sandbox/test access, vendor support and supported work-order/status operations are available.
BS&A readiness	The Village will provide approved file layouts, a proposed refresh schedule, matching keys, permitted fields, representative sample files, secure file-transfer access and named reconciliation owners. The parties will establish measurable format, completeness, consistency and matching-key thresholds during design. Frequency Foundry will configure and test scheduled batch execution when representative files meet those thresholds; otherwise, scheduled activation will

Assumption / Dependency	Detail
	be deferred while the validated manual import and exception-handling process remains the in-scope fallback.
Telephony readiness	Mitel/contact-center architecture, numbers, routing, agent groups, licensing and vendor support are confirmed.
Data quality	The Village owns remediation of BS&A and other source data. Frequency Foundry will identify source-data defects, provide import exceptions and implement the agreed validation, matching, reconciliation and error-handling controls. Frequency Foundry is not responsible for correcting or cleansing unlimited source data. A source-data issue does not remove the BS&A flat-file import from scope, but may defer scheduled batch activation until the source data meets the agreed thresholds.
Public intake	The 2026 portal is based on public/anonymous intake with contact details collected as needed; authenticated resident account management is excluded unless added.
Accessibility	Frequency Foundry will use accessible design patterns; formal third-party certification or remediation of external content is excluded.
Integration variability	Where a vendor interface differs materially from supplied documentation or does not support required operations, scope/schedule may require a change or agreed fallback.
Remote delivery	Services are primarily remote; approved travel is billed separately at cost unless otherwise agreed.
Production operations	The Village remains responsible for operational staffing, departmental process enforcement, content approvals and ongoing data stewardship.

READINESS INPUTS REQUIRED BEFORE BUILD

- Named executive sponsor, project manager, product owner and department process owners.
- Access to Microsoft tenant/environments, source systems, GIS services and integration documentation.
- Approved service categories, ownership and priority departments for the first release.
- Representative service requests, addresses, parcels, work orders, permits and messaging data.
- Approved privacy, retention, consent, accessibility and records-management requirements.
- Confirmed SMS and telephony providers, procurement path and test numbers.
- Vendor commitments for Cartegraph, BS&A and Mitel technical participation.

EXCLUSIONS & FUTURE PHASE CANDIDATES

The following items are not included in the authorized Implementation Phase 1 professional-services scope unless added through change control:

- Direct AI creation of service requests by voice or SMS.
- Automated email-to-ticket classification and intake.
- Full webchat service intake and advanced cross-channel continuity.
- Real-time, API-based or transactional BS&A integration; resident or staff permit-status lookup; licensing or permitting intake; and future finance ERP integration. This exclusion does not apply to the BS&A flat-file

import, manual fallback or conditional scheduled batch automation expressly included in Implementation Phase 1.

- Native mobile application development.
- Authenticated resident household/account management and complex identity verification.
- Payment processing, financial transactions or full permit/license back-office replacement.
- Unlimited historical data migration or source-data cleansing.
- Custom features necessitated by unsupported third-party interfaces.
- Advanced predictive analytics, machine learning models or unrestricted custom Power BI program.
- 24x7 operational support, managed contact center staffing or ongoing content-authoring services.
- Formal legal, privacy, records-retention or accessibility certification.

AUTHORIZATION

By signing below, the parties authorize Frequency Foundry Inc. to perform only the Implementation Phase 1 services expressly identified in this SOW for a total not to exceed professional-services fee of \$216,450 USD, allocated across six progress-based milestones and based on an estimated 1,110 hours. Implementation Phase 1 expressly includes the BS&A flat-file import, validation, matching, reconciliation, monitoring, exception handling, error handling, manual fallback and scheduled batch execution when the agreed source-data-quality thresholds are met. Future real-time, API-based or transactional BS&A integration, permit-status lookup, licensing or permitting intake, phone or omnichannel operations, AI voice, SMS assistance and subsequent-phase work are excluded and require separate written authorization.

Authorization	Village of Buffalo Grove	Frequency Foundry Inc.
Authorized Representative Name		
Title		
Signature		
Date		



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 9.b. O-2026-88

Ordinance Authorizing the Execution of an Agreement with Canon U.S.A, Inc.

Contacts

Liaison: Trustee Richards

Staff: Tyler Grace

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the Village Manager to execute a 63-month equipment lease with Canon Financial Services, Inc. and a maintenance agreement with Canon U.S.A., Inc., subject to final review and approval by the Village Attorney.

Summary

Background

On July 19, 2021, the Board of Trustees adopted Ordinance No. 2021-49, authorizing a five-year (60-month) equipment lease and maintenance agreement with Canon following a competitive procurement. That agreement placed a fleet of imageRUNNER ADVANCE multifunction devices, imageCLASS printers, and related finishing and connectivity equipment across Village facilities including Village Hall, the Police Department, Fire Administration and Fire Stations 25 and 27, Public Works, and the Village's golf operations. The 60-month term is now approaching expiration, and staff has been planning the transition to a successor agreement.

Canon's performance over the current term has been strong. The vendor has delivered dependable equipment and responsive, high-quality service across all departments, meeting the contract's service-level commitments for uptime and technician response, and fulfilling consumables reliably with minimal disruption to staff workflows.

Analysis

Based on this track record, staff is confident that continuing with Canon represents the best-value, lowest-risk path forward for the Village's print and imaging needs. The successor agreement would be procured through the OMNIA Partners, Public Sector cooperative purchasing program, allowing the Village to leverage competitively solicited pricing without conducting a separate bid process. The engagement would refresh the existing copier fleet with new equipment under a 63-month lease term.

Financial Impact

The equipment lease is fixed at \$2,497.00 per month or \$157,311.00 over the 63-month term. Maintenance is billed separately on a per-copy basis and therefore varies with print volume, so it is presented as an estimate. The estimated all-in cost over the full term is \$207,311.00, or approximately \$39,348.7 per year, which remains below the budgeted amount of \$41,000 per year.

Next Steps

Staff requests that the Board of Trustees authorize the Village Manager to execute a 63-month equipment lease with Canon Financial Services, Inc. and a maintenance agreement with Canon U.S.A., Inc., subject to final review and approval by the Village Attorney.

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. DRAFT Ordinance - Authorizing Canon Lease and Maintenance
2. DRAFT CUSA MSSA General Terms and all Riders
3. CUSA Lease Schedule





ORDINANCE 2026-xxx

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CANON U.S.A., INC.

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

WHEREAS, on July 19, 2021, the Board of Trustees adopted Ordinance No. 2021-49 authorizing a five-year equipment lease and maintenance agreement with Canon, the term of which is nearing expiration; and

WHEREAS, Canon has provided dependable equipment and responsive service to all Village departments throughout the current term, and staff has determined that continuing with Canon is the best-value, lowest-risk option for the Village's print and imaging needs; and

WHEREAS, the successor agreement is available through OMNIA Partners, Public Sector, a cooperative purchasing program whose contracts are competitively solicited by a lead public agency, and the Village is authorized to procure through such cooperative arrangements under the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.); and

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

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

SECTION 2. The Village Manager is authorized to execute a 63-month equipment lease agreement with Canon Financial Services and maintenance agreement with Canon U.S.A., INC., at an estimated amount of \$207,311.00 for the entire 63-month agreement, pending final review and approval of the agreements by the Village Attorney.

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

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

AYES: _____
NAYES: _____
ABSENT: _____

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT



Canon U.S.A., Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

MASTER SALES AND SERVICES AGREEMENT ADDENDUM

Related Master Sales and Services Agreement Number: MA12765			
Customer: Village of Buffalo Grove, Illinois			
Street Address: 50 Raupp Blvd	City: Buffalo Grove	State: IL	Zip: 60089

WHEREAS, Canon U.S.A., Inc. ("CUSA"), and the above-described Customer ("you") have determined that it is in their mutual benefit to enter into this Master Sales and Services Agreement Addendum ("Addendum") to the above-described Master Sales and Services Agreement (the "Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
 - a. CUSA's standard Terms and Riders, set forth at [HTTPS://MK1.USA.CANON.COM/CUSTOMERDOCUMENTS](https://mk1.usa.canon.com/customerdocuments), are hereby deleted in their entirety. As of the date of this Addendum, all transactions between the parties shall be governed by Exhibit 1 hereto, consisting of the parties' agreed-upon terms and conditions.
 - b. **GENERAL TERMS [Version 4.0, 9.2.25]**
 - i. Section 12. LAW AND FORUM. Section 12 is "intentionally omitted."
 - ii. Section 21. INDEMNITIES. Insert new Section 21 which shall read as follows:
 - (a) CUSA shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend you and your officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by any third party to the extent resulting from the willful misconduct or negligent performance of services pursuant to this Agreement by CUSA, its employees and agents or its subcontractors (collectively "Claims") including, but not limited to, any claims that may be made by your employees themselves for injuries to their person or property or otherwise, and any claims that may be made by your employees themselves or by the Illinois Department of Labor or for CUSA's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), provided the County shall give CUSA prompt written notice of the Claim, allow CUSA sole control over the defense and settlement thereof, and provide CUSA with such assistance, as CUSA shall reasonably request. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. If CUSA fails to provide a timely and diligent defense, you may defend such Claim through the selection and use of your own agents, attorneys and experts. In such instance, CUSA shall likewise be liable for the cost, fees and expenses incurred in your defense of any such claims, actions, or suits. CUSA shall be responsible for any property damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.
 - (b) CUSA shall indemnify, defend and hold you harmless for any loss, expense and liability incurred by you from any third party claims that your use or possession of Canon branded equipment ("Products") infringes or violates the U.S. patent, copyright or trade secret rights of that third party (collectively, "IP Claims"). This indemnity shall not apply to (i) modifications made to the Products without CUSA's written consent, (ii) any use of the Products in connection or combination with hardware or software for which the Products were not designed, (iii) any throughput processed in connection with the Products, or (iv) equipment made pursuant to specifications furnished by you, in all of which instances you shall indemnify and hold harmless CUSA. CUSA's indemnification obligation hereunder is subject to you providing CUSA prompt written notice of the IP Claim, allowing CUSA sole control of the defense and settlement thereof, and providing assistance therewith, at CUSA's expense, as CUSA reasonably requests. CUSA's obligation under this Section is conditioned on your agreement that if such Products, or the use thereof, becomes, or in CUSA's opinion is likely to become, the subject of such an IP Claim, you shall permit CUSA, at CUSA's option and expense, either to procure the right for you to continue using the Products or to replace or modify the Products so that they become non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in CUSA's judgment, you shall return the Products upon request by CUSA and shall have no further payment obligation except for payment obligations incurred prior to the date of return. For purchased Products, CUSA shall refund the applicable Products purchase price paid by you, less depreciation deducted on a five-year straight-line basis. THE FOREGOING STATES THE ENTIRE OBLIGATION AND LIABILITY OF CUSA WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHTS, TRADE SECRET AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO.

- b. **RIDER A [Version 4.0, 9.2.25]**

- i. Section 1. MAINTENANCE / TERM / CHARGES. Section 1 is amended by inserting the following at the end of the first sentence: ", and in accordance with the Service Level Agreement attached hereto as Exhibit 1".
- ii. Section 7. CONSUMABLE INCLUSIVE (INCLUDING TONER ABUSE). Section 7 is amended by (i) deleting "10%" and inserting "20%" in its place and (ii) inserting ", provided, that CUSA shall not invoice you for excess toner usage as aforesaid unless and until CUSA has first notified you of the excess toner usage, and until you and CSA have consulted in good faith in an attempt to identify the reason(s) for the excess toner usage and you have had a reasonable opportunity, if practicable, to rectify the excess toner usage.", in the seventh sentence.

c. **RIDER G [Version 4.0, 9.2.25]**

- i. Section 3. PAYMENTS: Section 3 is amended by adding the following sentence: "Customer shall make Payments within 30 days following the due date." after the first sentence.
- ii. Section 13. RENEWAL; RETURN: Section 13 is amended by inserting the following sentence after the second sentence: "CUSA has agreed to transport the Equipment to CFS at the end of the lease term at CUSA's cost upon Customer's request."
- iii. Section 19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: Section 19 is amended by (i) deleting the first sentence in its entirety; (ii) deleting each instance of the words "NEW JERSEY" and replacing with the word(s) "ILLINOIS"; and (iii) deleting the words "COUNTY OF CAMDEN OR BURLINGTON" and replacing with the word(s) "COOK OR LAKE".
2. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.
3. CUSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CUSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized officials as of the date set forth below, intending to be legally bound hereby.

Canon U.S.A., Inc.

By: _____

Name: _____

Title: _____

Date: _____

Village of Buffalo Grove, Illinois

By: _____

Name: _____

Title: _____

Date: _____



Service Level Agreement Provisions within CUSA's Service Territory for the Continental United States

FLEET			
	Response time (Problem Resolution) -- ALL Models	Uptime (Device Availability) -- Production ONLY	Uptime (Device Availability) -- Fleet ONLY
Description	CUSA will commit to a fleet average response of 4 hours, over 4 fixed quarterly intervals per year, for devices within CUSA's Servicing Territory.	CUSA will commit to a fleet average uptime of 80% on all production equipment over the 4 fixed quarterly intervals per year on production level equipment within CUSA's Servicing Territory.	CUSA will commit to a fleet average uptime of 95% over the 4 fixed quarterly intervals per year, for devices within CUSA's Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater)
Device Models this measurement applies to:	All Canon brand Multi-Function devices - B/W & Color	Canon brand B/W units with rated speeds 105 pages per minute or faster and/or Graphic production color units (Excludes imageFORCE and imageRUNNER color units)	Canon brand B/W units with rated speeds below 105 pages per minute and business color units (imageFORCE and imageRUNNER Color units are included in this classification).
Measurement	Response time, as noted above, shall be calculated from the time the customer call is placed with our Dispatch department, until the time the Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding CUSA holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.	Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is calculated between 8:30am and 5:00pm, Monday through Friday, excluding CUSA holidays, and exceptions outlined in the following sentence(s). Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.	Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is calculated between 8:30am and 5:00pm, Monday through Friday, excluding CUSA holidays, and exceptions outlined below. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.
Frequency	Quarterly	Quarterly	Quarterly
Service Level Measurement	Average of 4 hour response	80% uptime over 4 fixed quarterly intervals	95% uptime over 4 fixed quarterly intervals
Liquidated Damages for non-compliance	Failure to meet the above commitment will result in the following reduction in charges: i. If CUSA does not meet a four (4) hour average response time and/or maintain its uptime commitment(s) for the quarterly period for the total aggregate machine population, a 5% reduction for all excess per image charges on the effected device(s) for the quarter will be credited to your account in the subsequent quarter. ii. All reductions in charges shall be requested by you in writing within 30 days after the quarter end and will be credited to your account in the subsequent quarter, provided that you are in compliance with the terms and conditions of this Agreement, including but not limited to your payment obligations to CUSA pursuant to this Agreement. iii. Such credits, which shall be applied by CUSA upon your written request, shall be your sole and exclusive remedy for any failure by CUSA to obtain the above response or uptime commitments. The maximum credit with respect to any particular machine's fixed maintenance and click charges in any quarter shall be 5%, even if both uptime and response time maximums were exceeded for such machine during the same interval.		



This MASTER SALES AND SERVICES AGREEMENT, INCLUDING THE CUSTOMER INFORMATION FACE PAGE, THESE GENERAL TERMS, AND ANY APPLICABLE RIDER(S), SCHEDULES AND ADDENDA (AS DEFINED BELOW) (collectively the "Agreement") is entered into by and between Canon U.S.A., Inc. ("CUSA", "we", "our") and its customer, as named on the Customer Information Face Page ("you" or "Customer"), and You represent and warrant that the name is correct and, in any event, that the entity receiving the Listed Items shall be jointly and severally obligated with you as a customer hereunder for such Listed Items. "Party" shall mean you or CUSA, and "Parties" shall mean you and CUSA. **All notices to CUSA shall be sent as set forth in Section 18. For purposes of clarity, a Rider shall only apply to a given transaction when referenced on a Schedule.**

GENERAL TERMS

1. PURCHASE OR LEASE OF LISTED ITEMS.

1.1 You and CUSA agree that you will purchase or lease, as applicable pursuant to the terms and conditions of this Agreement, the equipment ("Equipment"); Equipment maintenance including supplies under a supply inclusive maintenance plan ("Maintenance") (Rider A); application software licenses ("Software") (Rider C), which excludes software that is stored on a unit of Equipment in order to make it run properly and licensed as part of the Equipment ("Firmware") (Rider A); Software Subscriptions, including Software as a Service ("Software Subscriptions" or "SaaS"), Software installation services ("Software Installation Services"), Software support contracts ("Software Support Contracts"), and Security and IT Services ("Security and IT Services") (all in Rider C), subscription support services ("Subscription Support Services") (Rider D), managed print services ("MPS") (Rider E), Large Format Equipment (Rider F); Home Office Print-as-a-Service ("Home Office") (Rider H), and/or other products and services incorporated by a schedule or addendum accepted by CUSA (all collectively, the "Listed Items"), each as described in any rider hereto ("Rider") or any Order Schedule, Return Schedule, MPS Schedule, Lease Schedule or other schedule or order document accepted by CUSA (each a "Schedule"). Each Schedule referring to this Agreement will constitute a separate agreement for the acquisition of the Listed Items described therein and shall incorporate the terms of this Agreement. "NOLI" for purposes of Rider F shall mean non-CUSA Listed Items, which may include hardware, software (and specifically third party software), equipment, supplies, service, warranty, network equipment and other items not listed in CUSA's price list and as designated on the Master Sales and Services Agreement. NOLI products are provided as a convenience to Customers and are not eligible for any warranty or maintenance under this Agreement and accordingly Customer waives any claim it might have against CUSA for any loss, damages or expenses caused by NOLI products. "Products" shall mean Equipment, Software and Software Subscriptions, and any other products incorporated into this Agreement by a Schedule or addendum accepted by CUSA ("Addendum" or "Addenda"). "Services" shall mean Maintenance, Software Installation Services, Subscription Support Services, MPS, Home Office, and any other services incorporated into this Agreement by a Schedule or Addendum.

1.2 "Lease" shall mean the document pursuant to which you lease Listed Items from a "Leasing Company", which shall solely govern as to matters contained therein, and unless otherwise set forth on the Customer Information Face Page or any Addendum, the Leasing Company is Canon Financial Services, Inc. ("CFS") and the Lease is set forth as Rider G. CUSA shall sell the Listed Items subject to the Lease to the Leasing Company. For purposes of clarity, the Leasing Company's obligations are only as set forth in the Lease or Rider G, as applicable). CUSA shall remain liable for the performance under each Lease Schedule of all maintenance, service, and warranty obligations described in this Agreement.

1.3 To the extent the terms of any Rider conflict with these General Terms, the terms of the Rider shall control. Unless specifically or otherwise defined in a Rider or Schedule, the terms shall have the meaning defined in these General Terms. THE PARTIES MAY AMEND THE TERMS OF THIS AGREEMENT BY USE OF A MUTUALLY AGREEABLE ADDENDUM, EXECUTED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CUSA, WHICH MAY ONLY BE CHANGED BY THE PARTIES IN WRITING.

2. **TERM.** The initial term during which Services shall be provided, and for the lease of Products, unless earlier terminated as provided in these General Terms or the applicable Rider, is as set forth on the applicable Schedule. That initial term shall be subject to renewal as provided in the applicable Rider.

3. **DELIVERY/INSTALLATION OF EQUIPMENT.** Unless otherwise set forth in a Schedule, delivery and installation of Equipment is at no additional charge, so long as no special rigging is required (in which event CUSA's rates therefor will apply). For purposes of this Agreement, "special rigging" shall include, but not be limited to, the use of cranes, forklifts, or other mechanical devices; and/or the engagement of additional personnel beyond those ordinarily required for CUSA to deliver Equipment via delivery van and maneuver unimpeded into and through the loading dock, hallways, and, if necessary, stairs and/or elements of Customer's facility manually through the use of a hand truck or dolly. CUSA will use commercially reasonable efforts to deliver Listed Items and complete installation thereof within the dates specified on the Lease Schedule; provided that CUSA shall have the right, in the event of Equipment shortages, to allocate distribution in a fair and equitable manner among all of its customers, even though this may effectively limit delivery of ordered quantities. If CUSA is unable to deliver any Listed Items (accessories) within the time frame requested by you, Installation of the Equipment shall nonetheless be deemed complete provided such Equipment is ready for commercial operation per the manufacturer's published specifications and the invoice for such Equipment is adjusted to account for the delayed delivery and installation of the delayed Listed Item(s). Customer agrees to take delivery of Listed Equipment within 60 days of notification from CUSA's warehouse that equipment is ready for delivery and installation. In the event Customer fails to take delivery within this timeframe, CUSA reserves the right to invoice Customer for Storage of the Listed Equipment at CUSA's then-current storage rates. Risk of loss shall pass to Customer upon delivery to Customer's location. Notwithstanding the foregoing or anything in the Agreement or any Rider to the contrary, if Equipment is designed to be self-installed, the Order Schedule will indicate that delivery will be made via drop shipment, and such Order shall not include installation.

4. **PAYMENT TERMS, CHARGES AND CREDIT CARDS.**

4.1 The total price specified in any Schedule for the Listed Items, including taxes, federally-imposed tariffs and duties, and delivery/installation charges (if any), is due and payable within 30 days of the invoice date unless otherwise stated on the invoice. You expressly acknowledge your obligation to pay CUSA's invoices for Listed Items. Should you request a third party act as your agent for receiving or paying invoices or any other purpose, CUSA may approve such request in its sole discretion, and CUSA's approval is conditioned on: (i) your payment of an administrative charge (including reimbursement of any costs or charges CUSA incurs associated therewith), which shall be considered charges under this Agreement; (ii) no modifications (other than addresses) to the terms and conditions of this Agreement; and (iii) you remain liable for all of your obligations under this Agreement. CUSA may charge, and you agree to pay, a surcharge to cover increases in transportation costs. CUSA reserves the right to adjust pricing (i) in the event Listed Items are not delivered to you within thirty (30) days of an executed Schedule to reflect corresponding increases in the manufacturer's suggested retail price ("MSRP"); or (ii) due to any mistake in pricing or configuration for any of the Listed Items discovered prior to shipment. In the event of such price adjustments, CUSA shall notify you of the mistake in pricing or configuration, or the increase in MSRP, and such notification will constitute the non-acceptance of the applicable Schedule by CUSA with respect to such Listed Items without liability. Additionally, should the model or model number of the

Listed Item change prior to shipment, provided any such change does not affect the price, nor materially reduce the functionality of the Listed Item, you agree that CUSA may update the Order to reflect such change and to accept the Listed Item as modified. Should Maintenance or Software support not be purchased at the time of the initial delivery of the Product, or should it terminate or be suspended, additional fees to inspect the Product or otherwise to start or reinstate the Maintenance or Software support shall apply. Applicable taxes and federally-imposed tariffs and duties shall be added to the charges. Without limiting any of CUSA's rights and remedies under applicable law, if payments are late, CUSA may charge you and you agree to pay a late charge equal to the higher of five percent (5%) of the amount due or \$10.00 as reasonable collection fees, not to exceed the maximum amount permitted by law, and you shall pay the actual and reasonable costs and expenses of collection incurred by CUSA, including the maximum attorney's fees permitted by law. CUSA does not provide refunds or credits for any partial terms, except as expressly stated in the Rider or applicable Schedule.

4.2 To purchase Listed Items, you will need to provide certain information, including payment and shipping details. Should you pay by credit card, the billing name and address must match your Schedule or your Listed Items may be delayed or cancelled. When you place an order for your Listed Items, we may pre-authorize your credit or debit card in the amount of your order, which may have an effect on your available balance or credit line. We may cancel or place holds on your order or any Listed Item included therein, if we suspect the order may be fraudulent. All billing and registration information you provide must be accurate, complete and correct. By confirming your purchase on the Schedule, you agree to accept and pay for all charges incurred via the applicable payment method for Listed Items that you purchased at the price(s), including any applicable taxes and federally-imposed tariffs and duties. CUSA expressly reserves the right to add federally-imposed tariffs to the total price of Listed Items that you purchase. Receiving an order acknowledgement (either by mail or via email) does not guarantee acceptance of an order for the Listed Items, or that the price or availability of a Listed Item has been confirmed.

5. **CREDIT.** CUSA reserves the right to withhold shipment of the Listed Items until you (or the Leasing Company, if applicable) make full payment of the total price specified in all Schedules accepted by CUSA, or to revoke any credit extended to you because of your failure to pay any amounts when due pursuant to such Schedules or the applicable CFS Lease, or for any other reason affecting your creditworthiness.
6. **LIMITED WARRANTIES AND DISCLAIMER.** Canon brand Equipment (except for varioPRINT models and Equipment with printing speeds of 110 pages per minute or greater) is provided with an end user limited warranty from either the manufacturer or developer. CUSA is authorized to provide warranty service pursuant to the limited warranties. Warranties, if any, for other Products and Services are provided according to their terms by the manufacturer or developer at <https://mk1.usa.canon.com/SMA-EULA> or as may also be provided in the applicable Rider or Schedule. The use of Software is at all times subject to and governed by the applicable end user license agreement. In addition to the aforesaid manufacturer or developer warranties, CUSA warrants (the "CUSA Warranty") that on completion of installation of Canon brand Equipment, it will be (1) in material conformance with the manufacturer's published specifications, (2) qualified for CUSA's standard maintenance services and (3) free from material defects in workmanship and materials. All parts replaced under a warranty shall become the property of CUSA or Canon. The CUSA Warranty set forth herein does not apply to used or refurbished Equipment and is conditioned upon Customer giving prompt written notice to CUSA of any discovered defects by completion of installation ("CUSA Warranty Period"). CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING CUSA WARRANTY SHALL BE TO REJECT THE EQUIPMENT AND CANCEL THE AFFECTED EQUIPMENT SCHEDULE DURING THE CUSA WARRANTY PERIOD. IN NO EVENT SHALL A BREACH OF ANY WARRANTY GIVE RISE TO A CLAIM FOR DAMAGES AGAINST CUSA. THE WARRANTIES CONTAINED OR REFERENCED

IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES, INCLUDING ANY RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CUSA, ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE OR SERVICES UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.

7. LIMITATION OF LIABILITY.

7.1 CUSA SHALL NOT BE LIABLE (i) FOR BODILY INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CUSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (ii) FOR LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, OR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

7.2 EXCEPT AS TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE TO THE EXTENT CAUSED BY CUSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, CUSA'S LIABILITY ON ANY CLAIM (INCLUDING ANY AND ALL RELATED CLAIMS) FOR DAMAGES SHALL NOT EXCEED IN THE AGGREGATE ALL AMOUNTS PAYABLE BY CUSTOMER FOR THE LISTED ITEMS GIVING RISE TO SUCH DAMAGES (INCLUDING, FOR THIS PURPOSE, APPLICABLE LEASE PAYMENTS) FOR THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH SUCH CLAIM(S) IS MADE. SHOULD CUSTOMER HAVE PREPAID ANY AMOUNT FOR SUCH LISTED ITEMS, FOR PURPOSES OF DETERMINING THE AMOUNT DEEMED PAYABLE FOR SUCH SIX (6) MONTH PERIOD TO CALCULATE SUCH CAP ON CUSA'S LIABILITY, PREPAID AMOUNTS SHALL BE (i) AS TO SERVICES, PRO-RATED OVER THE PERIOD COVERED BY SUCH PREPAYMENT, OR (ii) AS TO EQUIPMENT OR SOFTWARE, AMORTIZED ON A STRAIGHT-LINE BASIS OVER A FIVE-YEAR PERIOD.

7.3 THE LIMITATIONS AND EXCLUSIONS OF LIABILITY ARISING OUT OF THIS AGREEMENT (I) SHALL APPLY TO ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES OR THE USE OF OR INABILITY TO USE ANY LISTED ITEMS, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM MAY BE BASED AND EVEN IF CUSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BUT (II) SHALL NOT APPLY TO THE EXTENT SUCH LIABILITY MAY NOT BE LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

- 8. DATA.** You acknowledge that the hard drive(s) and flash or static memory on the Equipment, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("HD Data"). You acknowledge that CUSA is not storing HD Data on your behalf and that exposure or access to the HD Data by CUSA, if any, is purely incidental to the services performed by CUSA. You are solely responsible for the HD Data. The Equipment contains various security features that you can utilize. Upon your request, CUSA will work with you to provide information regarding your options and offer services to assist you. Such services may result in additional charges. The terms of this Section shall solely govern as to HD Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CUSA that could be construed to apply to HD Data.

- 9. SECURITY.** As security for the payment of all amounts due for the acquisition of the Listed Items, you hereby grant to CUSA a security interest in the Listed Items. To the extent permitted by applicable law,

you hereby authorize CUSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CUSA's security interest in the Listed Items.

10. WARRANTY OF BUSINESS PURPOSE. You represent and warrant that the Listed Items will not be used for personal, family or household purposes.

11. CUSTOMER DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, any Rider or Schedule (including making prompt payments of amounts not subject to a good faith dispute) or the CFS Lease. CUSA may suspend providing Listed Items under this Agreement in whole or in part until any delinquent payment is received by CUSA (or CFS as applicable), and You agree that any such suspension shall not in and of itself be deemed a termination of this Agreement. If an overdue payment under this Agreement or any Rider or Schedule is disputed in good faith within thirty (30) days after its due date, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CUSA. In the event of your default, CUSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges and liquidated damages.

12. INTENTIONALLY OMITTED

13. LIMITATION OF ACTIONS, CLASS WAIVER AND JURY TRIAL WAIVER. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. CUSTOMER AGREES THAT ANY CLAIM IT ASSERTS AGAINST CUSA OR ITS AFFILIATES SHALL BE ASSERTED ON AN INDIVIDUAL BASIS ONLY. CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO ASSERT ANY CLAIM AGAINST CUSA AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR GROUP. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

14. ENTIRE AGREEMENT; MASTER AGREEMENT OVERRIDING CONTRACT TERMS AND VOUCHERS. This Agreement, together with all Riders, Schedules, and Addenda now and hereafter entered into and any related CUSA credit application, constitute the entire agreement between the Parties with respect to the furnishing of the Listed Items and the performance of the Services, superseding all previous proposals and agreements, oral or written; and any default by Customer under any part of this Agreement shall constitute a default of the entire Agreement. If the Customer Information Face Page references a master agreement (which may be a separate master agreement entered into between Customer, or an affiliate of Customer, and CUSA), or if a Schedule references an overriding contract (an "OC" meaning a group purchasing or cooperative or governmental agreement under which Customer is an eligible participant) or a master agreement between you (or one of your affiliates) and CUSA, then the terms of such OC or master agreement shall apply to the extent applicable to the transactions contemplated by this Agreement, and the terms of this Agreement shall apply only to the extent not inconsistent with the terms of such OC or master agreement. Notwithstanding any other provision in this Agreement to the contrary, if the Listed Item you are purchasing is designated as a "Voucher" on your Order Schedule, the following terms shall govern: You have been referred to an independent third party (the "Provider") by CUSA for certain products and services (collectively "Provider Services"). CUSA is authorized and compensated to refer prospective customers to the Provider. Provider Services are not eligible for any warranty or maintenance under this Agreement. You acknowledge and agree that: (i) The Provider will provide the Provider Services to you pursuant to an agreement(s) between you and the Provider ("Provider Agreement"); (ii) CUSA shall have no obligation or liability for the Provider Services or under the Provider Agreement; (iii) You shall look

solely to the Provider as to any claim or cause of action arising from the Provider Agreement or the Provider Services; (iv) you waive your rights to bring any such claim or cause of action against CUSA; (v) the Voucher is non-refundable; and (vi) should you desire to enter into a Lease for the Voucher from Canon Financial Services, Inc. ("CFS") the terms of Rider G between you and CFS shall solely govern as to the matters contained therein.

- 15. CUSA DEFAULT.** Customer may terminate its use of Products or Services in the event that CUSA materially fails to perform its obligations under this Agreement, provided that any such termination shall only apply to the Products or Services subject to the default, and shall only be effective upon not less than thirty (30) days' prior written notice from Customer to CUSA specifying the default, and provided that CUSA has not materially cured such default or provided Customer reasonable assurance that such default shall be materially cured, prior to the effective date of termination. For the avoidance of doubt, no such termination shall affect Customer's obligations with respect to the Lease.

16. REPRESENTATIONS AND MODIFICATION OF TERMS.

16.1 NO REPRESENTATION OR STATEMENT NOT CONTAINED IN THE DOCUMENTS POSTED ON CUSA'S CUSTOMER PORTAL ([HTTPS://MK1.USA.CANON.COM/CUSTOMERDOCUMENTS](https://mk1.usa.canon.com/customerdocuments)) AS OF THE DATE OF A SCHEDULE SHALL BE BINDING UPON CUSA AS A WARRANTY OR OTHERWISE, NOR SHALL THIS AGREEMENT BE MODIFIED OR AMENDED, EXCEPT BY AN ADDENDUM SIGNED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CUSA.

16.2 NOTWITHSTANDING THE FOREGOING, CUSA MAY, FROM TIME TO TIME, AMEND OR MAKE MODIFICATIONS TO THE TERMS OF THIS AGREEMENT: (A) THAT ARE NOT MATERIAL IN THAT THEY DO NOT INCREASE YOUR OBLIGATIONS OR LIABILITY UNDER THIS AGREEMENT, NOR DECREASE CUSA'S OBLIGATIONS OR LIABILITIES, WITHOUT NOTICE TO YOU AND WHICH SHALL BE DEEMED ACCEPTED BY YOU; OR (B) THAT ARE MATERIAL IN WHICH CASE CUSA SHALL PROVIDE WRITTEN NOTIFICATION OF THE MODIFICATIONS TO YOU AT YOUR EMAIL ADDRESS LISTED ON THE CUSTOMER INFORMATION FACE PAGE (OR AS YOU SUBSEQUENTLY MODIFY IN WRITING), WHICH SHALL BE DEEMED ACCEPTED BY YOU EFFECTIVE THIRTY (30) DAYS AFTER NOTIFICATION (OR SUCH LATER DATE SPECIFIED IN THE NOTIFICATION) (THE "CHANGE DATE"), UNLESS YOU, WITHIN SUCH THIRTY (30) DAY PERIOD, PROVIDE WRITTEN NOTICE THAT YOU OBJECT TO SUCH MODIFICATIONS AND DESCRIBING YOUR OBJECTIONS, IN WHOLE OR IN PART, IN WHICH CASE THE PARTIES SHALL NEGOTIATE ANY SUCH MODIFICATIONS IN GOOD FAITH. THE MODIFIED PROVISIONS SHALL ONLY APPLY TO SCHEDULES ISSUED AFTER THE CHANGE DATE AND SHALL NOT AFFECT ANY ADDENDA SIGNED BY THE PARTIES, WHICH SHALL CONTROL.

- 17. MISCELLANEOUS.** This Agreement shall be binding on you upon our receipt of your signature on the Customer Information Face Page and, as to each Schedule, on the date we receive your signature thereon. Each Schedule shall be binding on CUSA upon delivery of the Listed Item or commencement of performance by CUSA under such Schedule. Title to or licensing of (as applicable) any Listed Items shall pass or be granted to you or the Leasing Company only upon full required payment to CUSA therefor. All provisions of this Agreement which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. You acknowledge that neither CUSA nor any of its agents or representatives has made any promise, representation, or warranty as to the Listed Items, or anything affecting or relating to this Agreement, except as specifically set forth in this Agreement, and you acknowledge that you have not executed or authorized the execution of this Agreement in reliance upon any such promise, representation, or warranty. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in this Agreement. No Lease between you and the Leasing Company with respect to any Listed Items shall be binding on CUSA in any respect or affect your

rights or CUSA's obligations hereunder. You agree to dispose of all opened consumables and supplies in accordance with applicable law and regulations, and product handling instructions. CUSA is and shall at all times be an independent contractor and shall not be deemed your employee or agent. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Parties. ANY PURCHASE ORDER UTILIZED BY YOU (WHETHER OR NOT REQUIRED) SHALL BE FOR YOUR ADMINISTRATIVE CONVENIENCE ONLY, AND ANY TERMS THEREIN WHICH CONFLICT WITH, VARY FROM, OR SUPPLEMENT THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED NULL AND VOID. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. A failure of either Party to exercise any right provided for herein shall not be deemed a waiver of any right under this Agreement. This Agreement shall not be assignable by you without CUSA's prior written consent, and any attempted assignment without such consent shall be void; except that you may assign to your Leasing Company your right to acquire the Listed Items and your warranty rights with respect thereto, but your other rights hereunder are not assignable to the Leasing Company and such assignment shall not relieve you of any of your obligations hereunder (including your obligation to pay for Listed Items). You agree that CUSA may accept an electronic image of this Agreement as an original, and that digital and/or electronic copies of your signature will be treated as an original for all purposes.

18. NOTICES. YOU ACKNOWLEDGE THAT CUSA SHALL SEND NOTICES BY REGULAR MAIL TO THE PHYSICAL ADDRESS, AND/OR BY EMAIL TO THE EMAIL ADDRESS ON THE CUSTOMER INFORMATION FACE PAGE. TO BE EFFECTIVE, ALL NOTICES TO CUSA CONCERNING CANCELLATION, BREACH, DEFAULT, ASSIGNMENT, INDEMNITY, NON-RENEWAL, CHANGE OF YOUR ADDRESS OR EMAIL ADDRESS FOR NOTICES, OR ANY OTHER DEMAND OR CLAIM AGAINST CUSA MUST BE IN WRITING DETAILING ALL SUCH ISSUES, AND SENT TO CUSA VIA COURIER OR CERTIFIED MAIL, TO: 300 COMMERCE SQUARE BLVD., BURLINGTON, NEW JERSEY 08016 ATTN: CUSTOMER SERVICE, OR SENT BY EMAIL TO CUSTOMERSERVICE@CUSA.CANON.COM; WITH A COPY OF ANY NOTICE OF DEFAULT, BREACH, REQUEST FOR INDEMNITY, OR ANY OTHER DEMAND OR CLAIM AGAINST CUSA, SENT TO CUSA VIA COURIER OR CERTIFIED MAIL, TO SENIOR VICE PRESIDENT, LEGAL, CANON U.S.A., INC., ONE CANON PARK, MELVILLE, NEW YORK, 11747, OR SENT BY EMAIL TO CUSALEGAL@CUSA.CANON.COM.

19. PRIVACY. The CUSA Privacy Statement describes the information we collect from you, either online through this website or any of the products, services, solutions, software, websites, subsites, interactive features, forms, mobile and social media pages offered, owned, or operated by CUSA, or your interaction with CUSA agents, contractors or employees or subsites, whether accessed online via computer, tablet, mobile device or any other technology or device now known or hereafter developed, or offline, and how that information will be used. The CUSA Privacy Statement is provided at the link at the bottom of the Customer Contracting Portal, <https://mk1.usa.canon.com/customerdocuments>; and shall govern as to the matters contained therein unless specifically modified by this Agreement.

20. FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or a generalized lack of availability of Products and Services or parts and supplies therefore, raw materials or energy. For the avoidance of doubt, Force Majeure shall not limit your obligation to make payment(s) for delivered Products or performed Services. Once causes for such Force Majeure are rectified and remedied, both Parties agree to resume performance of this Agreement.

- 21. INDEMNITIES.** (a) CUSA shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend you and your officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by any third party to the extent resulting from the willful misconduct or negligent performance of services pursuant to this Agreement by CUSA, its employees and agents or its subcontractors (collectively "Claims") including, but not limited to, any claims that may be made by your employees themselves for injuries to their person or property or otherwise, and any claims that may be made by your employees themselves or by the Illinois Department of Labor or for CUSA's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), provided the County shall give CUSA prompt written notice of the Claim, allow CUSA sole control over the defense and settlement thereof, and provide CUSA with such assistance, as CUSA shall reasonably request. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. If CUSA fails to provide a timely and diligent defense, you may defend such Claim through the selection and use of your own agents, attorneys and experts. In such instance, CUSA shall likewise be liable for the cost, fees and expenses incurred in your defense of any such claims, actions, or suits. CUSA shall be responsible for any property damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.
- (b) CUSA shall indemnify, defend and hold you harmless for any loss, expense and liability incurred by you from any third party claims that your use or possession of Canon branded equipment ("Products") infringes or violates the U.S. patent, copyright or trade secret rights of that third party (collectively, "IP Claims"). This indemnity shall not apply to (i) modifications made to the Products without CUSA's written consent, (ii) any use of the Products in connection or combination with hardware or software for which the Products were not designed, (iii) any throughput processed in connection with the Products, or (iv) equipment made pursuant to specifications furnished by you, in all of which instances you shall indemnify and hold harmless CUSA. CUSA's indemnification obligation hereunder is subject to you providing CUSA prompt written notice of the IP Claim, allowing CUSA sole control of the defense and settlement thereof, and providing assistance therewith, at CUSA's expense, as CUSA reasonably requests. CUSA's obligation under this Section is conditioned on your agreement that if such Products, or the use thereof, becomes, or in CUSA's opinion is likely to become, the subject of such an IP Claim, you shall permit CUSA, at CUSA's option and expense, either to procure the right for you to continue using the Products or to replace or modify the Products so that they become non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in CUSA's judgment, you shall return the Products upon request by CUSA and shall have no further payment obligation except for payment obligations incurred prior to the date of return. For purchased Products, CUSA shall refund the applicable Products purchase price paid by you, less depreciation deducted on a five-year straight-line basis. THE FOREGOING STATES THE ENTIRE OBLIGATION AND LIABILITY OF CUSA WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHTS, TRADE SECRET AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO.

RIDER A

CANON OFFICE DEVICES AND CUT SHEET PRODUCTION MAINTENANCE TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER A SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

"Equipment" for purposes of this Rider A shall mean Canon branded office devices (and not Large Format equipment covered under Rider F nor printers covered under Rider E). CUSA may provide Maintenance and/or consumables for Non-Canon branded devices if so designated on the Order Schedule or Lease Schedule ("Schedule"), and such devices shall be considered "Equipment" hereunder, otherwise they shall be provided by the manufacturer as set forth in their applicable documentation.

1. MAINTENANCE / TERM / CHARGES.

a. If Maintenance for Equipment is indicated on the applicable Schedule, it shall mean that CUSA will keep the Equipment in good working order subject to the terms of this Agreement, and in accordance with the Service Level Agreement attached hereto as Exhibit 1. Maintenance shall include emergency break fix service, routine preventative maintenance, including inspection, adjustment, parts replacement, drums, and cleaning material required for proper Equipment operation. Maintenance shall start on the date (the "Start Date") of installation for newly installed Equipment (inclusive of standard embedded Firmware) with consumables inclusive service. For newly installed Equipment under Equipment warranty and without consumables inclusive service, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the Schedule for all previously placed Equipment.

b. The initial term of Maintenance is set forth on the Schedule, and thereafter shall renew for successive 12 month renewal terms unless either Party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. Maintenance shall renew at the charges set forth in your renewal invoice for twelve (12) month terms unless either party gives written notice to the other of non-renewal at least thirty (30) days prior to the expiration of the then current term. Either party may cancel during any renewal term without penalty by providing 30 days' notice. Once cancelled, CUSA will cease all Maintenance at the end of the Term or renewal term, or the effective date of such cancellation, as applicable. CUSA does not provide refunds or credits for any partial terms, except as expressly stated on the Schedule.

c. Unless otherwise set forth in a Schedule, Service Charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance Base Charge(s) and Per Image Charge(s) as listed on the applicable Schedule (collectively "Service Charges") are billed for full calendar month periods, with Maintenance Base Charge(s) billed in advance and Per Image Charge(s) billed in arrears.

d. The meter shall record a quantity of 1 image for each image printed on media sizes up to 13" x 19", and two images for any larger media. For Long Sheet images, defined as images printed on media longer than 19", there will be an additional Per Image Charge as set forth on the Schedule. If you are making Long Sheet images and there is no such charge on the Schedule, CUSA will invoice you for such charges at our standard rate and you agree to pay same. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media longer than 14". For devices containing more than 1 meter, you will be invoiced for the total number of images recorded on all meters at the interval (e.g. monthly, quarterly, etc.) and pricing indicated on the Schedule.

e. If the Schedule is for a Fixed Price Plan charges shall not increase during the initial term, and if for a Standard Price Plan charges are subject to an annual increase up to 15% (as determined by CUSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Notwithstanding the foregoing and for purposes of clarity, with respect to

transactions where CFS invoices the Maintenance Base Charge, such annual increase shall be applied only to the Excess Per Image Charge and shall exclude the Maintenance Base Charge.

f. Aggregate and Fleet Plans. If Aggregate plan is indicated in the Equipment Maintenance Information Section on a Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Schedule apply to all of the Equipment on that Schedule, unless otherwise indicated. When Fleet Plan is indicated in the Equipment Maintenance Information Section on a Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Schedule apply to all of the Equipment ordered on the current Schedule and other Schedules referencing Fleet plan for the Equipment.

g. If the Listed Items on a Schedule are added to an existing Fleet Coverage Plan under a previous Schedule or contract between you and CUSA, (i) the fleet shall include the equipment listed under the previous Schedule or contract, and all other Schedules or contracts for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous Schedules or contracts.

h. If the Listed Items on a Schedule are added to an existing Aggregate Coverage Plan under a previous Schedule or contract between you and CUSA, the Covered Images shall apply to all of the Equipment on the Schedule, unless otherwise indicated, plus the listed items under previous Order Schedule(s) or contract (s), and all other Schedules or contracts for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues.

i. If the Per Unit is indicated in the Equipment Maintenance Information Section on a Schedule, the Maintenance Base Charge and the Covered Images listed in each Section of the Schedule shall apply on a per unit basis for the Equipment listed in that Section.

j. Unless otherwise indicated in a Schedule, you authorize CUSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, store user information, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. You also authorize CUSA to accept on your behalf, and you agree to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CUSA, shall solely control as to the matters contained therein, including those pertaining to any personal data you may have shared in connection with the use of the Remote Reporting Agent. For example, CUSA utilizes the Data-driven Service Foundation Platform ("DSF Site") as a Remote Reporting Agent through the DSF website, and the above authorization shall apply to the DSF Terms of Use and Terms of Service, and the DSF Privacy Statement, which documents are posted at <https://mk1.usa.canon.com/customerdocuments>.

2. CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Equipment, upon your written request, CUSA in its sole discretion will repair or replace the Equipment with a like unit with equivalent capabilities. Prior to replacement, CUSA shall have had the opportunity to return the Equipment to good working order in accordance with the terms of this Agreement. If a replacement unit of Equipment is provided, the replaced unit shall be removed from the Lease and the replacement unit shall be deemed a "Listed Item" under the Lease and for the Lease and all other purposes of this Agreement. This policy shall pertain to Canon Brand Equipment only and shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement or the Lease and such Maintenance services have not been canceled or terminated.

3. HOURS OF OPERATION AND ACCESS TO EQUIPMENT. Maintenance shall be performed during CUSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, excluding CUSA holidays). Overtime charges, at CUSA's current rates, will be charged for all Maintenance service calls outside normal business hours. You shall give CUSA reasonable and safe access to the Equipment and

CUSA shall provide labor or routine, remedial and preventive Maintenance as well as remedial parts. CUSA may terminate its Maintenance obligations for any Equipment you relocate to a site outside CUSA's service territory.

4. ITEMS NOT COVERED UNDER MAINTENANCE. Any work beyond the scope of this Agreement shall be invoiced in accordance with CUSA's then current labor, parts and supply charges. The following items are NOT covered under Maintenance unless otherwise set forth in a Schedule:

- (a) all consumable supply items not provided as part of toner inclusive service, including, without limitation, paper, staples, other media, print heads and puncher dies;
- (b) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, disaster (e.g., effects of water, wind, lightning, etc.) or misuse of the Equipment;
- (c) repairs due to the use of parts, supplies or software which are not supplied by CUSA and which cause abnormally frequent service calls or service problems;
- (d) repairs to fix problems resulting from service performed by personnel other than CUSA personnel;
- (e) repairs due to use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;
- (f) de-installation, re-installation or relocation of Equipment;
- (g) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment;
- (h) work which you request to be performed outside of CUSA's regular business hours;
- (i) repair of network/system connection device, except when listed on a Schedule; or
- (j) repairs due to the use of paper/media not in compliance with manufacturer's published specifications.

5. EXCESSIVE MAINTENANCE REQUIREMENTS. If, in CUSA's opinion, any Equipment cannot be maintained in good working order through Maintenance, CUSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of Maintenance as to such Equipment and refund the unearned portion of any prepaid charges hereunder.

6. PARTS. You disclaim any interest in parts or Equipment replaced or removed by CUSA. Such parts and Equipment shall be replaced on an exchange basis and shall become the property of CUSA.

7. CONSUMABLE INCLUSIVE (INCLUDING TONER ABUSE). Consumable Supplies: All consumables are the property of CUSA until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Schedule and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. If the Order Schedule indicates General Office Printing, your toner usage will be monitored by color with the understanding that black toner is the primary consumable used for printing on the applicable device(s). If your usage of color toner under General Office Printing exceeds 5% coverage per color, CUSA may adjust your cost per image accordingly. CUSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If your use of consumables exceeds the typical use pattern (as determined solely by CUSA) for these items by more than 20% of the published manufacturer specifications for conventional

office image coverage, or should CUSA, in its sole discretion, determine that consumables are being misused in any fashion, CUSA may invoice you for such excess usage and you agree to pay for such improper or excess use, provided, that CUSA shall not invoice you for excess toner usage as aforesaid unless and until CUSA has first notified you of the excess toner usage, and until you and CSA have consulted in good faith in an attempt to identify the reason(s) for the excess toner usage and you have had a reasonable opportunity, if practicable, to rectify the excess toner usage.. Consumable Inclusive Maintenance is predicated upon deployment of CUSA's Remote Reporting Agent (see Section 1.j above), which may include Auto-Toner Replenishment. CUSA may charge you a Supply Freight Fee to cover the cost of shipping consumables to you. If expiration dates are indicated on your consumable containers, you shall use the oldest container(s) first. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CUSA's property and shall be returned promptly upon termination of Maintenance for the applicable unit of Equipment.

8. BILLING / METER COLLECTION.

a. You agree to provide timely meter readings to CUSA and to comply with the billing procedures designated by CUSA. If CUSA does not receive timely meter readings from you, you agree to pay invoices that reflect CUSA's estimates of meter readings. CUSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. In accordance CUSA's normal procedures and the meter read option selected.

b. You agree that CUSA shall be entitled to acquire meter readings using CUSA's Remote Reporting Agent, however if it does not communicate with CUSA for any reason, you agree to timely provide manual meter readings.

c. You may also use the MyCanon Business website to provide meter readings, in which case you, your employees or agents shall complete CUSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CUSA may change your meter read options from time to time upon 60 days' notice.

9. FIRMWARE. For Equipment covered under Maintenance or an applicable warranty, CUSA shall make available to you from time to time upgrades and bug fixes for the Firmware when provided by the manufacturer or developer. Such upgrades and bug fixes shall be installed remotely as set forth in Section 1.(j), however should the remote installation fail for any reason, or you require assistance from CUSA, additional charges may apply.

10. APPLICATION SOFTWARE AND SOFTWARE SUPPORT CONTRACTS. If you have acquired any application Software and/or Software Support Contracts, these Listed Items shall be governed by the terms and conditions of Rider C.

11. DEFAULT. In addition to the remedies set forth in the General Terms, should you default in your obligations under this Rider A or cancel Maintenance prior to the end of its initial term, you shall pay an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges for such Maintenance. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

RIDER B

TRADE-IN, RETURN, UPGRADE AND BUYOUT TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER B SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

For purposes of this Rider B:

“Return Equipment” means equipment that CUSA is picking up and returning to a leasing company.

“Trade-In Equipment” means equipment owned by you, where you are conveying title to CUSA upon CUSA picking up the equipment.

“Upgrade Equipment” means equipment on an active lease between you and CFS, where CUSA is facilitating an early termination of such lease as a part of a new transaction on a related Order Schedule.

each as designated on a Return Schedule.

1. BUY OUT REIMBURSEMENT: If “Buy-Out Reimbursement” is indicated on the applicable Return Schedule it will be paid directly to the designated party thereon (whether you or the finance or leasing company that owns the equipment listed on the Return Schedule (the “Lessor”)) by CUSA upon installation and acceptance of the Listed Items set forth on the Order Schedule applicable thereto and payment to CUSA (by you or by the Leasing Company) of the purchase price for said Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the equipment (as identified on the applicable Return Schedule) or for other equipment being replaced by said Listed Items, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of said Listed Items. You are responsible to obtain and/or confirm the Buy-Out Reimbursement amount with your Lessor, and any such amount shall include a delivery period of a minimum of thirty (30) days from the date of the installation and testing of said Listed Items and payment to CUSA (by you or by the Leasing Company) of the purchase price for said Listed Items. You acknowledge and agree that CUSA’s financial obligation is limited to the Buy-Out Reimbursement amount on the applicable Return Schedule, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement. The above is conditioned upon you making the Trade-In Equipment or Return Equipment available for pickup by CUSA on the relevant date specified on the Return Schedule.

2. RETURNING OF TRADE-IN EQUIPMENT, UPGRADE EQUIPMENT AND RETURN EQUIPMENT: If Trade-In Equipment, Upgrade Equipment or Return Equipment is indicated on a Return Schedule, you hereby authorize CUSA in its sole and reasonable discretion, to either i.) pick up the Trade-in Equipment, Upgrade Equipment, or Return Equipment listed on the Return Schedule; or ii.) with respect to such equipment weighing fifty (50) pounds or less, provide you with appropriate packing materials and pre-paid postage so that you can ship the equipment back to CUSA or the Leasing Company. Upon said pick-up or your shipping of the Trade-In Equipment, Upgrade Equipment, or Return Equipment to CUSA or the Leasing Company as applicable, title to Trade-in Equipment is conveyed to CUSA, and you represent that CUSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests. You further warrant that, (a) the Trade-In Equipment, Upgrade Equipment and Return Equipment will be provided to CUSA (unless specified on the Return Schedule that it is provided on an “As Is” basis) in good working condition, reasonable wear and tear excepted, and (b) you shall make it available for pickup by CUSA on the relevant date specified on the Return Schedule. If you breach or fail to comply with any of the foregoing CUSA may, and without limiting its other remedies under applicable law:

- a.) return the Trade-In Equipment, Upgrade Equipment, or Return Equipment to you (at your expense both for the return and the original pickup);
- b.) rescind, or require you to refund to CUSA, promptly upon receipt of CUSA's invoice, the Buy-Out Reimbursement,
- c.) require you to refund to CUSA the full amount of any trade-in or upgrade credit whether it's reflected in the Return Schedule or not, and/or
- d.) require you to pay the fair market value of such Trade-In Equipment, Upgrade Equipment, or Return Equipment, as determined by CUSA.

Return Equipment and/or Upgrade Equipment, when indicated on a Return Schedule shall be shipped to the Lessor specified on the Return Schedule by CUSA's standard shipping method, and CUSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and/or Upgrade Equipment, and to arrange on your behalf and at CUSA's expense, for the shipment of the Return Equipment and/or Upgrade Equipment to the Lessor, or provide you with appropriate packing materials and pre-paid postage so that you can ship the Return Equipment and/or Upgrade Equipment back to CUSA or the Lessor, as indicated on the Return Schedule.

3. DELAY OR DAMAGE TO EQUIPMENT IN TRANSIT. You acknowledge that neither CUSA nor its shipper inspects functionality prior to transportation of Trade-in Equipment, Upgrade Equipment, or Return Equipment and therefore makes no representation regarding functionality upon delivery. CUSA shall only be responsible for obvious physical damage to the Trade-in Equipment, Upgrade Equipment, or Return Equipment while being relocated or returned to the Lessor to the extent such damage is caused by CUSA or its shipper's negligence or willful misconduct while in their possession. You agree to pay CUSA's removal charges if, on the date indicated on the Return Schedule, Trade-in Equipment, Upgrade Equipment, or Return Equipment is unavailable for pickup and removal through no fault of CUSA. In the event undisclosed conditions (e.g. incorrect mileage, special rigging requirements, inaccessible location for pick up or delivery, etc.) are encountered, you agree that CUSA may invoice you for additional reasonable fees as required to complete the relocation.

4. DATA. You acknowledge that the hard drive(s) on the Trade-in Equipment, Upgrade Equipment, or Return Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Trade-in Equipment or Return Equipment ("TIR Data"). You acknowledge that CUSA is not storing TIR Data on behalf of you and that exposure or access to the TIR Data by CUSA, if any, is purely incidental to the services performed by CUSA. Neither CUSA nor any of their affiliates or contractors have an obligation to return, erase or overwrite TIR Data upon pick up and return of the Trade-in Equipment, Upgrade Equipment, or Return Equipment to CUSA or any Lessor. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting TIR Data. The terms of this section shall solely govern as to TIR Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CUSA could be construed to apply to TIR Data.

RIDER C

SOFTWARE LICENSING AND SUPPORT, SAAS, AND SECURITY AND IT SERVICES

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER C SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. DEFINITIONS AND INCORPORATED DOCUMENTS.

(a) "Software" for purposes of this Rider C shall mean application on-premises software licensed to you and any revisions for updates related thereto, and shall exclude Firmware subject to Rider A and software provided with Large Format and Production Print equipment subject to Rider F.

(b) "Software as a Service" or "SaaS" shall mean cloud-based or other off-premises Software which is provided to you with basic support and updated versions, as set forth in the applicable TOS, EULA or SMA.

(c) "EULA" shall mean an end user license agreement, "TOS" shall mean the terms of service, and "SMA" shall mean a software maintenance or support agreement, each as applicable to the Software or Software Subscription.

(d) "Security and IT Services" shall mean technology-enabled and/or recurring security and information technology services (including all software licensed to the provider thereof for delivery of such services) that are not otherwise described in this Agreement.

(e) The terms of the EULA, SMA, and TOS are found at <https://mk1.usa.canon.com/SMA-EULA>, and any such terms shall solely govern as to matters contained therein except as otherwise specifically set forth in this Rider C, and you agree to comply with such terms. The period of time such EULA, SMA or TOS shall apply ("Term") is set forth in the applicable Order Schedule.

2. LICENSING AND PERMISSIONS. (a) Title to the Software and SaaS shall remain with the licensor or developer; (b) Software licensed to you shall be subject to its EULA, and SaaS licensed to you shall be subject to its EULA or TOS; and (c) a Security and IT Services provider may deliver its services through the use of software that is not licensed to you. With regard to any "shrink-wrap" or "click-wrap" or "click through" acceptance required for Software, SaaS, or Security and IT Services, you hereby authorize CUSA to accept same on your behalf (e.g., by opening the package or clicking the "I ACCEPT" button), and you agree to comply with the terms of same.

3. SOFTWARE AND SAAS INSTALLATION AND CONFIGURATION, AND INITIATION OF SECURITY AND IT SERVICES. Installation and configuration services for Software and SaaS, and initiation of Security and IT Services, shall be provided pursuant to a statement of work, project work order, statement of services, or other like document between you and CUSA or you and the Software developer, licensor, or Security and IT Services provider. You acknowledge and agree that (i) Software, SaaS, and Security and IT Services may be installed, delivered, or initiated, in whole or in part, via remote access, and (ii) CUSA or its designee will provide the remote access method for this purpose, unless you elect to provide a remote access method that CUSA deems acceptable for the implementation (e.g., your VPN connection) in which event you thereby assume and shall maintain full and absolute responsibility for the integrity and security of your information technology environment.

4. PAYMENT. You agree to accept and pay either the purchase price or all periodic payments for the Software, SaaS, or Security and IT Services indicated on the Order Schedule or in any addendum(s) hereto for the corresponding Term. The foregoing may be billed through a consolidated invoice, and/or the purchase price for the Software or SaaS may be incorporated into your Lease payment. You acknowledge

that CUSA may assign the periodic payments to a third party, or its assigns, and agree to pay such assignees. You acknowledge you may also be subject to other disclosed charges imposed by third parties relating to the Security and IT Services.

5. SUPPORT / BUG FIXES / UPDATES.

5.1 When indicated on an Order Schedule, support for Software, SaaS, and Security and IT Services is provided directly by the respective developers, licensors or providers thereof and is as set forth in each developer's, licensor's, or provider's applicable services description, SMA or TOS for the term set forth in the Order Schedule. Notwithstanding the foregoing, CUSA may make available to you certain Software support for a Term which may cover software maintenance, upgrades and/or bug fixes as set forth in the applicable SMA or TOS. The support will appear on the Order Schedule and is sold in "points" or "units" based on the number of licenses or users, to be used during the Term set forth therein. CUSA will not refund any amounts paid should all the units or points not be utilized during the applicable Term. You acknowledge and agree that (i) Software, SaaS, and Security and IT Services may be supported, in whole or in part, via remote access, and (ii) CUSA or its designee will provide the remote access method for this purpose, unless you elect to provide a remote access method that CUSA deems acceptable (e.g., your VPN connection) in which event you thereby assume and shall maintain full and absolute responsibility for the integrity and security of your information technology environment.

5.2 VIRTUALIZATION: VMWARE; NON-VMWARE.

- i. CUSA supports certain software, including PRISMAproduction, for use on hypervisors developed by VMware LLC ("VMware"). As new versions of VMware are released, CUSA will review and, if/as applicable, validate and announce such releases' compatibility with software solutions offered by CUSA, as well as updated version support expectations. As such, at any time CUSA may or may not support such software on VMware's most recent release(s). You must consult your representative for the most current VMware support guidance.
- ii. Some Software supported by CUSA, such as but not limited to PRISMAproduction, is NOT supported on hypervisors sold by other developers. Customers that utilize a hypervisor from a developer other than VMware do so at their own risk. Should you request support for such software on a non-VMware hypervisor, CUSA will provide such support only if the issue can be reproduced in a supported environment (e.g., VMware ESXi or a bare metal server) and, if so, in accordance with this Rider.

6. RENEWAL OF SMAS, SAAS, AND SECURITY AND IT SERVICES. SMAs and TOS for SaaS and Security and IT Services shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless you provide written notice to CUSA cancelling the SMA, SaaS, or Security and IT Services within 90 days but no less than 30 days of the end of the Term or the Renewal Term. SUCH WRITTEN NOTICE MUST BE SENT TO CUSA VIA COURIER OR CERTIFIED MAIL, TO: ONE CANON PARK, MELVILLE, NY 11747 ATTN: MARKETING OPERATIONS, SOFTWARE LICENSE DESK, OR SENT BY EMAIL TO SOFTWARE_LICENSE_DESK@CUSA.CANON.COM, OR AS OTHERWISE DIRECTED BY CUSA. CUSA may increase pricing during each Renewal Term and may cancel SMAs, SaaS, and Security and IT Services during any Renewal Term upon written notice to you, in which case you will be refunded any unearned charges for the balance of the Renewal Term. Otherwise, CUSA does not provide refunds or credits for any partial terms, except as expressly stated on the applicable Order Schedule.

7. DEFAULT. In the event of your default under this Rider C or if you cancel a SMA, SaaS, or Security and IT Services prior to the end of their respective Term or Renewal Term, CUSA may, without limiting its other rights and remedies available under applicable law, require you to pay all amounts then due but unpaid, including any applicable late charges, plus an early termination fee equal to the balance of the

purchase price or periodic payments. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

8. ADDITIONAL LIMITATION OF WARRANTY FOR SOFTWARE, SAAS, AND SECURITY AND IT SERVICES. CUSA MAKES NO WARRANTIES OF DATA ACCURACY, SYSTEM INTEGRATION, OR FITNESS FOR USE, AND TAKES NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF, SOFTWARE, SAAS, OR SECURITY AND IT SERVICES. YOU ACKNOWLEDGE AND AGREE YOU SHALL LOOK SOLELY TO THE ENTITY LICENSING, PROVIDING, OR SUPPORTING THE SOFTWARE, SAAS, OR SECURITY AND IT SERVICES AS TO ANY CLAIM OR CAUSE OF ACTION ARISING THEREFROM, AND THAT CUSA, UNLESS IT IS SUCH ENTITY, SHALL HAVE NO OBLIGATION OR LIABILITY THEREFOR, AND YOU WAIVE YOUR RIGHTS TO BRING ANY SUCH CLAIM OR CAUSE OF ACTION AGAINST CUSA. YOUR PAYMENTS AND OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ENTITY'S PERFORMANCE UNDER OR OF THE SMA, SAAS, OR SECURITY AND IT SERVICES, OR FAILURE IN ANY WAY THEREOF.

RIDER D
SUBSCRIPTION SUPPORT SERVICES

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER D SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

- 1. Services.** When indicated on an Order Schedule referencing this Rider D, CUSA will provide to you Subscription Support Services ("Subscription Support Services") listed in Section 3 below consisting of a) remote support and b) on-site support for CANON and select third party software and hardware solutions. Subscription Support Services will be provided by CUSA based upon the type of support requested, or a description of the scope of work to be performed. Subscription Support Services will be provided during CUSA's local regular business hours (8:30 A.M - 5:00 P.M. Monday through Friday, excluding CUSA holidays). Any work approved by CUSA to be scheduled beyond these hours will be billed at a premium rate.
- 2. Term.** The term of Subscription Support Services (the "Subscription Term") shall continue until the earlier of (a) the units of Subscription Support Services specified on an Order Schedule ("Units") are consumed or (b) for either the number of months indicated on an Order Schedule beginning on the Order Date, or the end of the term of the applicable CFS Lease.
- 3. Effective Rates.** Subscription Support Services Units may be acquired in blocks ("Blocks") which are utilized as requested by Customer at a rate of three (3) Unit Blocks per hour, with a minimum engagement of one (1) hour for remote support. On-Site support services require a minimum engagement of four (4) hours and utilization of twelve (12) Unit Blocks.

Subscription Support Services Description	Units Per Hour	Minimum Hours per Engagement
Remote Support Services	3	1
On-Site Support Services	3	4

- 4. Utilization Procedure.** Subscription Support Services will be provided during the Subscription Term when requested by you through the CUSA service dispatch center. CUSA will determine whether remote or on-site support services are appropriate based on the requested Subscription Support Services. CUSA reserves the right to reject any request by you if CUSA determines that such request is for work beyond the scope of the Subscription Support Services covered by this Agreement or the Units acquired and available from a Schedule. Units unused upon the expiration of the Subscription Term on a Schedule are non-refundable. If Subscription Support Service requested by you, or completion of ongoing Subscription Support Services, will require Units in excess of the unused quantity available from the applicable Order Schedule, CUSA shall notify you in advance of completing the work and you shall instruct CUSA to end work or you shall agree to pay for those additional Units at CUSA's then prevailing rates.
- 5. Performance of Subscription Support Services.** Subscription Support Services may be performed by remote access, or on-site by CUSA, or its designee at your business locations if located within CUSA's servicing area. If by remote access, you grant CUSA permission to access your systems as required to perform the Subscription Support Services. If on-site at your premises, (a) such personnel shall comply with your reasonable security and other such policies of which CUSA has been informed

by you in writing; and (b) you will provide such personnel with appropriate workspace at no charge. In either event (a) you will provide assistance as may be reasonably required for the performance of the Subscription Support Services; and (b) you acknowledge that the performance by CUSA of Subscription Support Services with respect to any non-CANON hardware or software may be dependent on assistance or cooperation from the third-party manufacturer or developer, including your requirement(s) to purchase any necessary software upgrades or licenses to operate the software.

6. Payment.

- (a) Unless the "Bill with my Lease Payment" option is selected on the Subscription Support Services Order Schedule, the total purchase price specified on the Order Schedule is payable in full and in advance within no later than 30 days after the date of CUSA's invoice therefore, and CUSA shall have no obligation to provide any Subscription Services until such payment has been made.
- (b) If the "Finance through my Lease" option is selected on the Subscription Support Services Order Schedule, the total purchase price specified on the Subscription Support Services Order Schedule shall be financed by the Leasing Company through the applicable Lease, as provided herein, over the initial term of the applicable lease.

7. Non-Solicitation. Throughout the Term and for one (1) year following the expiration or termination thereof, you agree that you will not, directly or through any third party, solicit, offer employment to, hire, interfere with or endeavor to entice away from CUSA any individual who is an employee of CUSA and who, at any time during the Term, was involved in providing Subscription Support Services to you hereunder. You further agree, with respect to any former employee of CUSA who was involved in providing Subscription Support Services to you hereunder, that you will not, directly or through any third party, solicit, offer employment to or hire such former CUSA employee at any time during the one (1) year period after he or she ceases to be an employee of CUSA.

8. ADDITIONAL LIMITATION OF WARRANTY AND LIMITATION OF LIABILITY. CUSA WARRANTS THAT IT WILL PERFORM SUBSCRIPTION SUPPORT SERVICES HEREUNDER IN A PROFESSIONAL AND COMPETENT MANNER CONSISTENT WITH INDUSTRY STANDARDS. OTHERWISE, CUSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBSCRIPTION SUPPORT SERVICES. IN NO EVENT SHALL CUSA'S LIABILITY TO YOU HEREUNDER OR IN CONNECTION WITH THE SUBSCRIPTION SUPPORT SERVICES EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO CUSA PURSUANT TO THIS RIDER.

RIDER E
MANAGED PRINT SERVICES

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER E ("Rider E") SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. DEFINITIONS. For purposes of this Rider E:

"MPS" shall mean the managed print services provided by CUSA for Covered Printers pursuant to this Rider E, the General Terms applicable to this Rider E, the Customer Expectation Document and the Assessment and Licensing Agreement for MPS Services ("Assessment Agreement"), and all MPS Schedules, Change Orders and Fleet Reports issued hereunder.

"Printer" shall mean a desktop office machine designed to print text or pictures onto paper.

"Covered Printer" shall mean a Printer for which CUSA agrees to provide MPS, which shall be listed on an applicable Fleet Report and shall be deemed to be "Equipment" under the General Terms.

"MPS Schedule" or "MPS Agreement" shall mean the order form for MPS issued by CUSA and executed by you.

"Fleet Report" shall mean a listing of all Covered Printers as of the date of the report, which shall be provided during a business review (typically quarterly or as otherwise agreed to by the Parties) or provided as reasonably requested by Customer in writing.

"Change Order" shall mean the form issued by CUSA and executed by you to add or remove Covered Printers to or from the Fleet Report.

"Standard Service" shall mean MPS provided under the Standard Plan which solely includes provision of Toner Cartridges and monitoring services for those Covered Printers.

"Premier Services" shall mean MPS provided under the Premier Plan as described in Section 8 hereof.

"Maintenance Consumables" shall mean items provided by CUSA to you to maintain a Covered Printer including maintenance kits, fuser kits, transfer belts, and drums, but excludes toner cartridges.

"Toner Cartridges" shall mean the toner provided by CUSA specifically for a Covered Printer.

"Consumables" shall mean Maintenance Consumables and Toner Cartridges.

"DCA" shall mean the data collection agent as described in Section 5.d. hereof, and the tool for your network and system discovery analysis as described in Section 4.a. hereof.

"RRA" Shall mean the networked features and remote reporting agent included on Canon branded Printers as described in Section 5.e. hereof.

"Effective Date" shall mean the date an MPS Schedule is executed by you.

"Start Date" shall mean the date a Covered Printer is added to a Fleet Report.

"Initial Term" shall mean the term of MPS set forth in the applicable MPS Schedule.

"Term" shall mean the Initial Term plus any extension or renewal thereof.

"Charges" shall mean the Base Charge and Cost Per Impression Charges ("CPI) for Covered Printers as set forth in the applicable MPS Schedule or Change Order, and any additional charges set forth herein.

"Covered Impressions" shall mean the number of impressions included in a Base Charge, if indicated on an MPS Schedule, before the applicable CPI is charged.

2. COMMENCEMENT/RENEWAL. You shall execute an MPS Schedule(s) issued by CUSA which shall include an estimate of your Printer models and quantity of same, and the pricing based thereon. Upon

your execution of an MPS Schedule, the Parties shall work in good faith to determine which Printers shall become Covered Printers in accordance with the terms of MPS. If the quantity and make up of models of Covered Printers changes during the Term from the original quantity and models listed on the Fleet Report, CUSA reserves the right to adjust the pricing accordingly. Covered Printers shall be listed in the Fleet Report. Covered Printers shall be added and removed from the Fleet Report pursuant to a Change Order. A configuration page shall accompany all Covered Printers at the time they are added to the Fleet Report. Charges for a Covered Printer shall commence on the Start Date. MPS shall continue for the Initial Term set forth on the MPS Schedule, and thereafter shall renew for successive 12 month renewal terms unless either Party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. Renewal Charge increases shall be reflected on the invoice for the first billing cycle of the renewal period. Once cancelled, CUSA will cease all MPS at the end of the Term or renewal term, or the effective date of such cancellation, as applicable. CUSA does not provide refunds or credits for any partial terms, except as expressly stated on the Schedule.

- 3. CHARGES.** Base charges shall be billed in advance and per image Charges shall be billed in arrears on a quarterly basis. Invoices shall be due and payable within thirty days of the invoice date. Applicable taxes, federally-imposed tariffs and duties, and non-standard shipping fees shall be added to the charges. Charges are subject to an annual increase on the anniversary of the Start Date. CUSA reserves the right to increase the Charges listed on any MPS Schedule and the Fleet Report at any time during the Term to reflect increased costs upon thirty (30) days written notice to you. If the Fleet Coverage Plan is indicated on an MPS Schedule, the Base Charge, Covered Impressions and Cost Per Impression Charges noted on that MPS Schedule or corresponding Fleet Exhibit thereto shall apply to all of the Covered Printers on the MPS Schedule. If the Per Unit Coverage Plan is selected on an MPS Schedule, the Base Charge, Covered Impressions, and the Cost Per Impression Charges for each Covered Printer thereon shall be reflected on the MPS Schedule or corresponding Fleet Report. Charges for Covered Printers added after execution of an MPS Schedule shall be listed on a Change Order.

4. ASSESSMENT.

- a. Assessment Agreement. Subject to a separate Assessment Agreement ("Assessment Agreement") which shall be provided to you when you download the DCA, CUSA either shall perform, or has performed, a network and system discovery analysis of your IT environment for which MPS are to be rendered. Pursuant to the Assessment Agreement, CUSA has used the DCA to identify the components and conditions of your IT environment. CUSA may perform an initial walkthrough of your location(s) covered under MPS, in which case you shall identify each networked and non-networked Printer to be covered under an MPS Schedule.
- b. Missing Printers. You are solely responsible for discovering and identifying the required information for all Printers to be covered under an MPS Schedule. Although the DCA may help discover Printers based on detection of activity, idle Printers and Printers with no network connection may not be detected during this discovery process. In the event you identify additional Printers which were excluded from the Fleet Report, additional Printers can be added pursuant to the requirements of MPS using a Change Order or by submitting such request on-line within the MyCanon Business website, along with a printed configuration page for each Printer added. The ending meter reading on the configuration page for each Covered Printer will be the start reading for MPS for such Covered Printer. If a previously unused Printer is added to a Fleet Report, the start reading will be zero. If you call for MPS or Consumables for Printers that are not Covered Printers, you will be informed such Printer is not covered since it does not appear in the CUSA system.

5. COVERED PRINTERS. Covered Printers shall be added to the applicable Fleet Report as follows:

- a. Fit for Service. Each Printer must meet the following Fit for Service ("Fit for Service") requirements to become a Covered Printer:

Prior to the start of a Printer being added to the Fleet Report the following must be confirmed:

- i. Each Printer must have a minimum of 25% toner remaining in the cartridge.
 - ii. Each Printer must have a minimum of 25% life remaining for other consumable maintenance items (fuser kit, maintenance kit, drums, transfer kit, etc.).
 - iii. Any Printer displaying a service or supplies alert (error codes, low consumables, etc.) or demonstrating a technical or performance issue (regardless of alert status) must have the condition corrected.
 - iv. Any Printer with an image quality issue must have the condition corrected.
 - v. Any Covered Printer inadvertently placed on the Fleet Report that does not meet the Fit for Service requirements must have the issues promptly remediated or the Covered Printer shall be removed from the Fleet Report and MPS will no longer be provided for that Printer. You may contact CUSA Customer Service to purchase the required Consumables and/or request a service call to remediate technical issues, so the Printer can qualify as a Covered Printer and added to the appropriate Fleet Report.
- b. Standard Plan and Premier Plans. CUSA intends to provide MPS for your entire fleet of Printers, however certain models of Printers may not be eligible for Premier Services due to age, geographic location or other reasons determined by CUSA. At CUSA's discretion, Printers ineligible for Premier Services may be eligible for Standard Services and shall only receive Toner Cartridges and monitoring services. Each Covered Printer receiving Standard Services will be identified on the applicable MPS Schedule or Change Order and in the corresponding Fleet Report. Premier Services are set forth in Section 8, which apply to the Covered Printers identified on the applicable MPS Schedule or Change Order and in the corresponding Fleet Report. The Parties may agree to add or remove Covered Printers from time to time during the Term through the use of a Change Order.
- c. Configuration and Meter Reads. You shall provide CUSA with a standard device configuration sheet showing the start meter reading for the Printer(s) when added to the Fleet Report. Otherwise, CUSA may compute a start reading for the Printer(s) utilizing the current meter reading and subtracting an estimated monthly volume per printer, as determined by CUSA. CUSA shall automatically collect periodic meter readings from the Covered Printers using the RRA or the DCA, as applicable. If CUSA does not receive timely meter readings from the RRA or the DCA, or alternatively from you through other means of communication, at CUSA's discretion, CUSA will estimate the usage on Covered Printers utilizing predetermined average monthly volume information, which are based on CUSA standard usage rates by model.
- d. Installation of DCA Software. CUSA will work with your IT staff to perform the initial installation of the DCA for networked Printers. CUSA will provide all technical support, updates and maintenance for the DCA. The DCA is initially installed on your network for connectivity to networked Printers. A local DCA program must be installed on individual networked computers in order to communicate with non-networked Printers. In CUSA's sole discretion, CUSA may assist your IT staff to push the local client version of the DCA software for use with any non-networked Printers. It is your responsibility to keep the DCA installed during the Term, including any reinstallation that may be required as a result of a change in your infrastructure or environment, such as when upgrading, replacing or repairing related computers or networks.
- e. Acceptance of the RRA. You authorize CUSA to use the RRA to obtain meter readings, receive software updates, store user information, activate features/new licenses and transmit use and service data accumulated for the Covered Printers over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing such Covered Printers, providing reports and product improvement. You also authorize CUSA to accept on your behalf, and you agree to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CUSA, shall solely control as to the matters contained therein, including those pertaining to any personal data you may have shared in connection with the use of the RRA. For example, CUSA utilizes the Data-driven Service Foundation Platform ("DSF Site") as a RRA through the DSF website, and the above authorization

shall apply to the DSF Terms of Use and Terms of Service, and the DSF Privacy Statement, which documents are posted at <https://mk1.usa.canon.com/customerdocuments>.

- f. Asset Tagging. Each Covered Printer may be tagged with a CUSA service tag by a CUSA representative. The tag shall include information identifying a Covered Printer, such as the serial # of the printer, the phone # for service and supplies and other relevant information. The tag should not be removed from the Covered Printer during the Term. CUSA may mail tags to you for placement on the Covered Printers for additions or remote locations.
- g. Changes. Additions or deletions to Covered Printers on a Fleet Report are made by executing a Change Order indicating the pertinent information on the specific Printers added or Covered Printers removed from the Fleet Report, or submitting such request on-line within the MyCanon Business website. You must provide a printed configuration page from each added Printer or removed Covered Printer. Changes to the types and quantities of Covered Printers used to calculate pricing on the MPS Schedule may impact the Base Charge, Covered Images and Cost Per Impression Charges reflected on an MPS Schedule or the related Fleet Report on a prospective basis.
- h. Unused Consumables. "Unused Consumables" are defined as the original items shipped to you, which:
 - i. were provided to the you by CUSA
 - ii. are in the original box, which is unopened and undamaged
 - iii. the contents are sealed and undamaged
 - iv. are deemed resalable, in CUSA's sole discretion
- i. Return of Unused Consumables and Restocking Fee. At the expiration or cancellation of the Term, or a significant reduction or change in the number and types of Covered Printers, you shall return all Unused Consumables as instructed by CUSA at your expense to CUSA within thirty (30) days. CUSA may invoice you for any missing Unused Consumables at its standard retail price, and you agree to timely pay for same. A restocking fee of fifteen percent (15%) of CUSA's standard retail price shall be charged for all Unused Consumables returned to CUSA, unless the returned Unused Consumable is deemed defective or a restocking fee is prohibited by law.
- j. Shipping Fees. All Consumables will be shipped via UPS Ground or similar service from other carriers (standard shipping method). Charges for each shipment shall be your responsibility and will be billed accordingly. "Shipment" is defined as each delivery (regardless of carrier) with a unique transaction ID. You may also request shipments to be delivered via non-standard shipping methods including, but not limited to: rush, messenger service, overnight, etc. Non-standard shipping will be billed at a premium rate and shall be your responsibility.
- k. Consumables Availability. CUSA shall use commercially reasonable efforts to procure Consumables for the Covered Printers. Covered Printers are provided replenishment of Original Equipment Manufacturer ("OEM") or 3rd party manufactured Toner Cartridges, as indicated on the applicable MPS Schedule, for exclusive use with the Printers specified on the related Fleet Report. In the event OEM Toner Cartridges are no longer readily available (for any reason including discontinued by the manufacturer, restricted distribution, exhausted inventory, etc.) CUSA shall, at its sole option, either (i) substitute OEM cartridges with compatible (3rd party) Toner Cartridges; (ii) substitute comparable printer(s) at your expense; or (iii) cancel the balance of any remaining term of the MPS contract for the affected Covered Printer(s) and refund the unearned portion of any prepaid charges associated with the affected Covered Printers. Maintenance Consumables may be OEM or manufactured by third parties, and if no longer available for any reason as set forth above, CUSA shall have the option of (ii) or (iii) herein in its sole discretion. You shall bear all risk of loss for Consumables.

6. YOUR RESPONSIBILITIES. As a condition precedent to CUSA's duties, You agree to comply with the terms of MPS herein, including but not limited to:

- a. The Printers shall meet the “Fit for Service” requirements outlined in Section 5.a. above and shall be in good working condition on the Start Date (as determined solely by CUSA in its reasonable discretion.)
- b. You shall provide CUSA with an accurate location and printed configuration page for each Covered Printer. You shall notify CUSA if you relocate any Printers from the address indicated on the Fleet Report.
- c. You shall use only CUSA approved parts and supplies for the Covered Printers.
- d. You shall have proper electrical and network connections and install and use CUSA approved surge protector(s).
- e. You shall provide a key operator responsible for designated duties in the operator’s manual and ensure that the proper Consumables are being installed and/or used correctly with the Covered Printers (“Key Operator”).
- f. You are solely responsible for the security of your electronic and other data.
- g. You must install and keep the DCA installed, and RRA connected, on your network for networked Covered Printers and locally for non-networked Covered Printers throughout the Term. If the RRA or DCA does not communicate with CUSA for any reason, you agree to timely provide manual meter readings.
- h. You agree that CUSA may use estimated meter readings if it does not receive timely meter reading(s) for any Covered Printer(s) for invoicing purposes, which you agree to pay.
- i. You shall utilize the Change Order for adding Printers to or deleting Covered Printers from the Fleet Report.
- j. You acknowledge that CUSA will only provide MPS for Covered Printers, and you will only use Consumables in and for the Covered Printer for which they were ordered.
- k. You acknowledge that CUSA’s ability to deliver the services is dependent upon your full and timely cooperation with CUSA, as well as the accuracy and completeness of the information provided by you to CUSA.
- l. If you relocate any Covered Printers, you must promptly notify CUSA to ensure location information is accurate. You are responsible for de-installing and reinstalling all relocated Covered Printers including installation of the DCA and reconnection of the RRA in order to keep the Covered Printers communicating with CUSA. Covered Printers relocated outside of CUSA’s servicing territory may not be eligible to continue to be a Covered Printer.
- m. The Customer Expectations Document and Assessment Agreement found at <https://mk1.usa.canon.com/customerdocuments>.

7. TONER CARTRIDGES AND RECONCILIATION.

- a. MPS pricing and included Toner Cartridges are based upon 5% toner coverage for black & white and 20% for color letter size pages. You agree that CUSA may invoice you for excess usage in the event your actual toner usage exceeds these assumptions by more than 10%. Excess toner charges shall be computed using the Expected Print Volume (“EPV”) minus the actual print volume reported. The $EPV = \text{actual number of cartridges shipped} \times \text{the toner yield per cartridge} \times 90\%$.
- b. You shall bear all risk of loss, theft or damage to Toner Cartridges, which shall remain CUSA’s property and any Unused Toner Cartridges shall be returned promptly as set forth in Section 5.h. above.
- c. If, during the first three (3) months of the initial term of any MPS Schedule, the assumptions used to develop the pricing and any related statement of work are found to be incorrect or misstated, the

Parties agree to meet and in good faith negotiate equitable changes in the scope of work and associated charges.

8. PREMIER SERVICES. YOU SHALL RECEIVE THE SERVICES DESCRIBED IN THIS PARAGRAPH 8 ONLY FOR THE COVERED PRINTERS DESIGNATED AS "PREMIER SERVICES" ON THE APPLICABLE MPS SCHEDULE OR CHANGE ORDER. SUCH SERVICES ARE SUBJECT TO THE EXCLUSIONS HEREINAFTER DESCRIBED.

8.1 COVERED SERVICES.

- a. CUSA shall provide all routine preventive maintenance, maintenance kits and emergency service necessary to keep the Covered Printers in good working order in accordance with MPS and CUSA's normal practice. Such services shall be performed during CUSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).
- b. You shall afford CUSA full, free and safe access to the Covered Printers to perform on-site service. CUSA may terminate its maintenance obligations as to any Covered Printers if you relocate it to a site outside CUSA's authorized service territory. If, in CUSA's opinion, any Covered Printers cannot be maintained in good working order through CUSA's routine maintenance services, CUSA shall, at its option, either (i) substitute comparable Printers at your expense or (ii) cancel the balance of any remaining term of the applicable MPS Schedule as to such Covered Printers and refund the unearned portion of any prepaid Charges hereunder. Parts replaced or removed by CUSA in connection with MPS shall become the property of CUSA and you disclaim any interest therein.

8.2 NON-COVERED SERVICE. You acknowledge that CUSA shall not have obligations for the Covered Printers related to: i) overhauls and/or reconditioning; ii) user errors; (iii) the alteration, modification or customization of any software controlling, used by, installed on or embedded in the Covered Printers; (iv) the service or repair of devices, accessories, power, data or communication lines or other instruments which are external to or otherwise not a component part of the Covered Printers; (v) data erasure or hard drive removal or (vi) supplying external communications or data transfer lines, paper or other throughput, staples, cassettes, exit trays or other like items or supplies (other than CUSA providing Consumables) used or consumed in the normal operations of the Covered Printers ("Excluded Items"). The following services, and any other work beyond the scope of MPS, shall be invoiced in accordance with CUSA's then current labor, parts and supply charges: (a) replacement of any Maintenance Consumables, (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Covered Printers; the use of parts, supplies or software which are not supplied by CUSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CUSA personnel; transportation of the Covered Printers; accident; use of the Covered Printers with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) re-installation or relocation of Covered Printers; (d) repairs to or realignment of Covered Printers, and related training, necessitated by changes you made to your system configuration or network environment; (e) repairs or service required as a result of inadequate operation of the Covered Printers (e.g., CUSA technician is dispatched to rectify a problem described in the operator manual); (f) work which you request to be performed outside of CUSA's regular business hours.

9. ADDITIONAL EXCLUSION OF WARRANTIES. CUSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE COVERED PRINTERS AND SOFTWARE (INCLUDING THE RRA AND DCA OR ANY METER READ COLLECTION METHOD PROVIDED BY CUSA). YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MPS DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE COVERED PRINTERS, SOFTWARE, INCLUDING THE RRA AND DCA OR OTHER METER COLLECTION METHODS.

10. TERMINATION. Should you terminate any MPS Schedule in whole or in part prior to the expiration of the Term other than for a material, uncured breach by CUSA, and any terminated Covered Printer is not replaced with a device provided by CUSA, you shall immediately pay to CUSA all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges as set forth in Section 7 hereof. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty. Early termination charges are due in full immediately with the written termination notice, and are intended as a reasonable estimate of the anticipated damages to CUSA arising from set-up, personnel training, parts, labor, and similar costs. Your termination will not be effective until the early termination fee and any excess toner charges are paid in full. Any rights or remedies of either Party existing prior to or as of the date of termination, such as for compensation, shall survive any termination or expiration of any MPS Schedule. You shall promptly return any Covered Printers, software or Consumables owned, controlled or licensed by CUSA.

11. MISCELLANEOUS. MPS shall be binding upon you when you execute the initial MPS Schedule, and shall be binding upon CUSA upon commencement of MPS. MPS contains the complete agreement between the Parties with regard to MPS and shall, as of the Effective Date thereof, supersede all other agreements, if any, between the Parties relating to the MPS. The Parties stipulate that neither of them has made any representation with respect to the subject matter of MPS or the execution and delivery hereof except such representation as are specifically set forth herein. MPS shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective Parties. Headings are for convenience only and shall not be considered in the interpretation of MPS.

RIDER F
LARGE FORMAT AND PRODUCTION PRINT TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER F SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

“Consumables” for purposes of this Rider F shall mean toner, developer, and/or inks.

“Equipment” for purposes of this Rider F shall mean, and only apply to Large Format and Production Print models that are New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used as identified in the definitions below.

“Software” for purposes of this Rider F shall mean, and only apply to licenses of software provided for use with or by Large Format models or Production Print models as defined herein below. “Software” means each software program, provided with the Equipment and/or listed in a Schedule, and any Software revisions or updates related thereto.

“Documentation” means documents and other materials CUSA provides to Customer (e.g. Customer Expectations Document, Statement/Scope of Work, et al.) to support Customer’s use of Equipment or Software.

“Large Format” for the purposes of this Rider F shall mean technical document systems (e.g. PlotWave, ColorWave, imagePROGRAF, etc.), design graphic printing devices (e.g. Arizona, and Colorado Series hardware) and related software and accessories.

“Production Print” for the purposes of this Rider F shall mean very high speed cutsheet and continuous feed devices (e.g. ImageStream, JetStream, ProStream, ColorStream, imagePRESS, iX series, and varioPRINT series hardware) related software and accessories.

“Remote Reporting Agent” shall mean the networked features and remote reporting agent included on some units of Equipment as described in Section 1 c hereof.

“New/Newly Manufactured” shall mean equipment that has been newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications.

“Factory Produced New Model” shall mean equipment that has been subject to a process of disassembly, cleaning, refinishing, replacement of defective components with new or used components and has been converted to new-model status. Such equipment is newly serialized equipment. Customer is the first user of this equipment, which is fully tested to assure product performance and reliability specifications.

“Like New” means equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New equipment has been maintained by CUSA, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment.

“Remanufactured” shall mean equipment that has been subject to a process of disassembly, cleaning, refinishing, and replacement of defective components with new or used components and is fully tested to assure product performance and reliability specifications. Meters have been reset to zero.

“Refurbished” means equipment that has been under CUSA maintenance and has been tested to ensure full functionality and reliability to specifications.

“Used” means equipment that has been maintained under CUSA’s authorized technical standards. Used equipment is offered without warranty.

If other than New/Newly Manufactured, the equipment type shall be set forth on the Schedule.

1.0 LARGE FORMAT AND PRODUCTION PRINT MAINTENANCE TERM / CHARGES / RENEWAL.

- a) Maintenance, identified as "Standard Svc Contract" in the "Service Type" section of an Order Schedule when elected by Customer, shall commence upon installation of the Equipment or, if Maintenance is not elected at the time of initial installation, upon certification by CUSA, or, at the conclusion of the warranty period, if any, as noted on an Order Schedule. Maintenance will be provided as is specifically set forth in the applicable Order Schedule.
- b) The Order Schedule shall identify the initial Maintenance term when elected and customer may not terminate Maintenance during the initial term. Maintenance shall be automatically renewed for successive one (1) year terms at CUSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. If the Order Schedule indicates that Maintenance is provided with a Fixed Price Plan, charges for Maintenance shall not increase during the initial term; and if an Order Schedule indicates that Maintenance is provided with a Standard Price Plan, charges for Maintenance and Software support fees are subject to an annual increase of up to fifteen percent (15%) per year as determined by CUSA in its sole discretion. Upon renewal and upon 90 days written notice, charges are subject to an annual increase on each anniversary of the start date. Either party may cancel Maintenance during any renewal period on 30 days' notice.
- c) (i) For the period from the Effective Date to the date that billing (monthly, quarterly, semi-annually or annually) billing commences for the initial Base Maintenance Charge Per Unit as set forth on the applicable Order Schedule ("Interim Period"), Customer shall pay CUSA an amount equal to the Base Charge Per Unit divided by thirty (30), or if Maintenance Payment frequency is quarterly divided by ninety (90) and multiplied by the number of days in the Interim Period plus Excess Usage Charges ("Excess Usage Charges"). CUSA shall invoice the Base Charge Per Unit in advance and shall invoice the Excess Usage Charges and other usage fees (collectively "Maintenance Service Charges") periodically as indicated in the Order Schedule. If applicable, CUSA shall be entitled to acquire meter readings using Remote Reporting Agent, or if it does not communicate with CUSA for any reason, Customer shall provide meter readings by the last calendar day of each month showing the monthly usage by a CUSA approved method. Should such meter readings not be provided in a timely fashion, Excess Usage Charges may be estimated by CUSA. Upon receipt of the actual meter reading, CUSA shall adjust Customer's account as applicable. IN THE EVENT CUSA DETERMINES AT ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND A REASONABLE REQUIREMENT BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CUSA MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE BY CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES. In addition to Maintenance Service Charges, CUSA may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may include a Remote Reporting Agent that allows CUSA to access the Equipment remotely. In such cases, Customer authorizes CUSA to use the Remote Reporting Agent to (a) receive software updates, store user information, and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS (or other) protocol and (b) store and analyze such data solely for CUSA's own purposes related to servicing the Equipment and for product improvement. CUSA does not have access to Customer data via Remote Reporting Agent. CUSA only has access to internal printer data, which is Canon Confidential Information. Upon request, CUSA can provide Customer with a copy of a security white paper describing the Remote Reporting Agent in more detail. It is Customer's responsibility to protect its network from all ingress and egress points, including the Remote Reporting Agent

network and CUSA shall not be liable for any unauthorized access by third parties (except to the extent such access is caused by CUSA's negligence or willful misconduct. Failure to allow such remote access may result in increased service fees and/or adversely affected repair times. Customer hereby requests that CUSA enable the Remote Reporting Agent on the Equipment listed in the Order Schedule. Upon written request, CUSA can provide Customer a copy of a security white paper describing the Remote Reporting Agent in more detail. Customer also authorizes CUSA to accept on Customer's behalf, and Customer agrees to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CUSA, shall solely control as to the matters contained therein, including those pertaining to any personal data Customer may have shared in connection with the use of the Remote Reporting Agent. For example, CUSA utilizes the Data-driven Service Foundation Platform ("DSF Site") as a Remote Reporting Agent through the DSF website, and the above authorization shall apply to the DSF Terms of Use and Terms of Service, and the DSF Privacy Statement, which documents are posted at <https://mk1.usa.canon.com/customerdocuments>.

(ii) Unless otherwise set forth in an Order Schedule, Maintenance charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance charges as listed on the applicable Order Schedule are billed at the frequency noted on the Order Schedule. with Base Charge Per Unit (s) billed in advance and Excess Usage Charges billed in arrears. If Equipment is installed on other than the first of the month, then the period from the install date to the end of the month shall be the "Interim Period". Customer shall pay CUSA an amount equal to the applicable Base Charge Per Unit divided by thirty (30) days and multiplied by the number of days in this Interim Period. Excess Usage Charges shall also be invoiced according to the meter reading for this Interim Period. If there are other invoicing requirements, this may result in a longer initial term. After the Interim Period, CUSA shall invoice you at the frequency noted on the Order Schedule or, if specified, on a rolling 30-day basis for the number of months indicated on the Order Schedule. For purposes of clarity and by way of example only, if Equipment is installed on December 15th, billing for full calendar months with Interim Period shall be as follows: 12/15 -12/31, 1/1-1/31, 2/1-2/28, 3/1-3/31 and so on. Using the same installation date, rolling 30 day invoicing shall be as follows: 12/15-1/14, 1/15-2/14, 2/15 – 3/14, and so on.

d) Renewal and Termination.

(i) Each Schedule shall identify an initial maintenance term. The initial maintenance term shall begin upon installation of the Equipment or Software or, if already installed, upon certification by CUSA. If no term is identified on the Schedule, the initial maintenance term shall be twelve (12) months and Customer shall not terminate maintenance services during the initial term. During any renewal period Customer may terminate maintenance services with at least ninety (90) days prior written notice. Maintenance shall be automatically renewed for successive one (1) year terms at CUSA's then-current charges and under the terms and conditions herein, unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. If prices will change in the upcoming renewal period, CUSA shall provide Customer with ninety (90) days prior written notice of renewal of maintenance services.

(ii) CUSA may withdraw any item of Equipment or Software from maintenance coverage (i) if CUSA declares end of life for such Equipment or Software, and then only with at least ninety (90) days prior written notice or (ii) if such Equipment or Software has been removed from the Equipment Location and CUSA does not offer maintenance services at the new Equipment location; Customer shall pay monthly service charges up to the date of termination. For any prepaid amounts, CUSA shall refund or credit the pro rata amount of the remaining term from the effective date of termination.

- e) Additional Documentation. From time to time, a Schedule may refer to additional documentation, such as a Scope Work ("SOW"), Site Implementation Plan ("SIP"), Customer Expectations Document ("CED"), Site Survey, or another document as mutually agreed upon between the parties ("Additional Documentation"). If/when such Additional Documentation is noted on the applicable Schedule, it is understood by the parties to be incorporated by reference into the terms of this Agreement with respect to the products and services provided under such Schedule. And, by your signature on such Schedule, you acknowledge the contents of such Additional Documentation and agree be bound by such additional terms it may contain.

2.0 COVERED SERVICE.

Should Customer purchase CUSA maintenance support services for Equipment and/or Software, the following terms shall govern. CUSA services described herein may be rendered by CUSA's independent contractors.

- a) CUSA shall provide Customer: (i) CUSA's standard preventive Maintenance services ("PMs") in accordance with CUSA's standard policies, which includes labor, testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications (the length and frequency of periods of time required for preventive Maintenance will solely be determined by CUSA); and (ii) firmware updates, including safety related updates to Software embedded in the Equipment as its operating system and engineering changes, as deemed necessary by CUSA; all to be provided during CUSA's standard business hours of Monday through Friday 8:30AM to 5:00PM, unless otherwise set forth in the Order Schedule. PMs without supplies shall be identified as "Service Only" in the Contract Type section when applicable. Service on CUSA holidays is available with advance notice to CUSA and CUSA shall bill Customer at its then current hourly rates for holiday service. PM's performed on weekends, holidays or between 5PM and 8:00 AM (at Customer's request) will be billed at CUSA's holiday rates in effect at the time of such service.
- b) Customer shall: (i) if required by CUSA, allow CUSA to store reasonable quantities of Maintenance equipment and/or parts on Customer's premises; (ii) provide suitable environmental conditions for the Equipment and Consumables in accordance with specifications and manufacturer's requirements; (iii) report to CUSA by the last calendar day of each month, the monthly usage according to the meter reading in footage or images as applicable; and (iv) promptly inform CUSA of any Equipment malfunctions or operating problems. CUSA shall retain title to such Maintenance equipment and/or parts. Customer shall NOT interfere with the proper operation of the meter. Environmental conditions are critical to proper Equipment operation and must be maintained per the product specifications. Should Customer fail to maintain suitable environmental conditions for the Equipment or Consumables further to a separately executed document between the Parties, or if Customer fails to provide CUSA access to the Equipment as deemed necessary by CUSA for preventive or remedial services, at its sole discretion, CUSA may suspend service coverage; thereafter upon subsequent environmental remediation or providing CUSA proper access to the Equipment, based on a CUSA service evaluation, the Equipment may require additional service due to such environmental conditions or lapse of service, billed at then-current time and material rates.
- c) If Customer refuses to permit installation of a safety change or removes one already installed, CUSA may discontinue Maintenance for all Equipment until the hazard has been corrected. All defective parts replaced during Maintenance shall become the property of CUSA. Parts used for repair may be used or remanufactured.

3.0 NON-COVERED SERVICE / SERVICES FOR ADDITIONAL CHARGE.

- a) The services listed in this Section are not included as part of CUSA's remedial or preventive maintenance services. Customer acknowledges that CUSA shall not have any obligation related to services for repair of Equipment (including but not limited to inkjet heads in CUSA's printers or the fuser rollers in CUSA's continuous feed printers) or replacement of parts (including but not limited to inkjet heads in CUSA's printers or the fuser rollers in CUSA's continuous feed printers) caused or made necessary, in CUSA's reasonable discretion, in whole or in part, by:
- (i) provision and installation of optional retrofits;
 - (ii) enhancement of any feature of the Equipment;
 - (iii) services connected with Equipment relocation;
 - (iv) installation/removal of accessories, attachments, or other devices;
 - (v) exterior painting or refinishing of Equipment;
 - (vi) maintenance, installation, or removal of Equipment or devices not provided by CUSA;
 - (vii) Customer's failure to perform or its failure to correctly perform performance of normal operator functions as described in applicable CUSA operator manual(s), including, but not limited to, loading of toner, inks and/or paper;
 - (viii) performance of services necessitated by accident, disaster including effects of water, wind, lightning, terrorism, or negligence;
 - (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Equipment or Software;
 - (x) the use of paper or forms not in compliance with CUSA's or the manufacturer's specifications;
 - (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Equipment is integrated or otherwise connected;
 - (xii) services connected to neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CUSA's or manufacturer's operating instructions or within manufacturer's specifications;
 - (xiii) repairs and services required due to Customer's failure to continuously provide a suitable ambient environment in accordance with CUSA's requirements;
 - (xiv) attachment(s) to the Equipment, including connection of devices not supplied by CUSA, which cause the Equipment to malfunction, unless previously authorized in writing by CUSA;
 - (xv) use of inappropriate (or failure to appropriately use) Consumables or parts; or the use of expired Consumables;
 - (xvi) Maintenance or repair services performed by Customer or a third party without written authorization from CUSA;
 - (xvii) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CUSA;
 - (xviii) data security, hard drive removal;
 - (xix) Customer's failure to provide CUSA access to the Equipment as deemed necessary by CUSA for preventive or remedial repair;
 - (xx) Alterations of Equipment, including any deviation from Equipment design, unless previously authorized in writing by CUSA, or;
 - (xxi) Maintenance services (if any) on third-party finishing equipment does not include replacement of or provision of parts that are consumed during the operation of the finishing equipment. Such parts include but are not limited to perf blades, cutter blades, dies, punches, staples, stitch wire, and glue. Customer shall acquire such parts from the third-party manufacturer/distributor directly.
- b) If repairs or replacements as set forth above are needed due to reasons listed above, including as to such damage to Equipment and parts under warranty CUSA's prices to provide any repair or

replacement shall be invoiced in accordance with CUSA's then current labor, parts, and supply charges. All repairs will be governed by the terms of the Agreement; however, CUSA reserves the right to decline to perform such services. If, in CUSA's sole opinion, Equipment has been rendered unrepairable, then CUSA may refuse to render Maintenance under the Agreement and may terminate the Agreement as to such units of Equipment.

- c) CUSA may withdraw any item of Equipment or Software from Maintenance coverage (i) if such Equipment or Software has been removed from CUSA's servicing area or (ii) if CUSA declares end of life for such Equipment or Software, and then only with at least ninety (90) days prior written notice. Customer may terminate Maintenance in any renewal term upon ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination.

4.0 ORDERING OF SUPPLIES AND OTHER MATERIALS.

- a) Customer orders for Consumables, staples, field replaceable units, expendables or any other supplies or materials normally purchased by Customers (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB destination (prepaid and added to Customer's invoice); and (c) are subject to a twenty percent (20%) restocking fee if accepted for return by CUSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CUSA's preferred carrier(s), Customer shall provide CUSA with the carrier's name and Customer's account number so that delivery charges will be incurred directly by Customer. If Customer requests an emergency shipment of supplies, CUSA will ship the supplies at its earliest feasible opportunity. These shipments are subject to premium delivery charges. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CUSA within ten (10) days of the earlier of (i) receipt of the item or (ii) the invoice date (whichever is applicable).
- b) CUSA recommends that Customer place a Consumable replenishment order for one (1) month of production quantity when on-site stock of such Consumable falls below four (4) weeks of inventory. Toners, developers and inks ("Consumables") are not returnable. Inks and toners have shelf lives that vary by product. Expiration dates, if any, are printed on the container. CUSA's fulfillment of Consumable orders will be based on maximum Customer inventory levels. CUSA may delay shipment of Consumables ordered by Customer in cases where the on-site Consumables inventory exceeds the maximum level of eight (8) weeks of production quantity. To effectively manage Consumables' shelf lives and avoid obsolescence, Customer shall manage Consumables by applicable expiration dates, using oldest Consumables first.
- c) When Consumables are included in the Base Maintenance payment (or Usage/Excess Usage as applicable), Customer is eligible to the amount of Consumables which, on average, covers six percent (6%) of the letter size media unless another coverage rate is specified in a Schedule. For cutsheet color products, when Consumables are included in the minimum maintenance payment (or Usage/Excess Usage as applicable), Customer is eligible to the amount of Consumables which, on average, covers ten percent (10%) of the letter size media per color (black counts as a color), unless another coverage rate is specified in a Schedule. CUSA shall reconcile and invoice Customer for any overuse and/or excess delivery of Consumables at the rates in effect at the time of such reconciliation, calculated based on coverage/use. Customer shall manage its Consumables by expiration date, using the oldest Consumables first. As such, Customer must pay for all excess Consumables even if Customer has failed to use them by their expiration date Unless specifically agreed to in a Schedule, Consumables do not include staples, stitch wire, glue, blades, trimmers, dies or punches or other items typically consumed during the operation of the equipment, and these components will be paid for by Customer.

- d) **Data Integrity** - Certain Print Production printers (e.g. ColorStream, ProStream, ImageStream, VarioStream, etc. models) incorporate a pinless paper transport subsystem that supports either: i) a data integrity verification and registration mechanism OR ii) an optical verification mechanism.

Data integrity and registration is of utmost importance. As such, these printers have been designed to require the use of data integrity and/or optical verification; (i.e., by default, primary and secondary color data integrity marks or, in the case of certain VarioStream models optical marks are automatically enabled and utilized.)

Customer may opt to not utilize the aforementioned verification system(s). If “Data SRA Key Installation” is indicated on the applicable order schedule, the Customer is opting to not utilize the data integrity verification system recommended by the manufacturer. The installation of an SRA key on the device allows Customer to switch off data integrity/optical mark synchronization. Notwithstanding the foregoing, Customer may request in writing that CSA install an SRA Key at any time during the term.

Customer is aware of the risks associated with this option and switching off these marks. If this option is selected, Customer waives any and all claims arising from the loss of data integrity or the loss of front-to-back synchronization resulting from turning this option off.

- e) **Ink Economy**. Customer is aware of the InkEconomy Feature(s) associated with the certain printer models acquired and maintained under the Agreement. If the printer identified in the Order Schedule is equipped with a contrast slider, the required ink density will be set manufacturer’s specifications to meet the demands of the paper and application. The contrast slider offers flexibility to customize individual density settings for saturation and density to save ink. It also allows for adjustment of +/- 10 of the calibrated, paper specific and ideal contrast level. The contrast slider will neither affect nor change the MICR color plane.

In cost sensitive environments, it may be appropriate to extend the default value range of the contrast slider to reduce ink lay down. If this is the case with respect to the printer(s) identified in the Schedule, Customer may elect to have the InkEconomy option enabled for such printers.

Accordingly, if the “InkEconomy” feature is indicated on the order schedule, Customer authorizes the installation of the SRA key on the applicable printer, allowing Customer to utilize the InkEconomy feature.

Once enabled, the InkEconomy feature will allow for a reduction in the optical density from modest ink saving with practically unnoticeable effect on the color reproduction to considerable reduction in ink lay down. The extent of the ink saving potential will be dependent on paper, application design and quality requirements. CUSTOMER ACKNOWLEDGES THAT THE REDUCTION OF OPTICAL DENSITY WILL IMPACT PERCEIVED PRINT QUALITY AND MAY LIMIT THE READABILITY OF BARCODES AND DATA INTEGRITY MARKS, AND/OR MAY LEAD TO LOSS OF INFORMATION.

- f) **Environmental Requirements**. Customer acknowledges that environmental conditions are critical to proper equipment operation and must be maintained per the manufacturer’s environmental requirements. Should Customer fail to maintain environmental conditions for the Equipment, at its sole discretion, CSA may suspend service coverage. Upon environmental remediation, based on a CSA service evaluation, the Equipment may require service due to the environmental conditions, which will be billed at current time and material rates.

Air handling requirements:

- Air conditioning must be maintained consistent with 13kW/3k2 standards (general office environment).

- The print room must remove 80 percent of the machine heat output, coupled with air conditioning adequate to mitigate the remaining 20 percent.
- The air conditioner needs to be capable of bringing in 20 percent outside fresh air.
- The room where the printer is installed should be free of dust and other airborne particulates.

Temperature Requirements:

- Temperature Range: 68° F to 78.8° F
- Relative Humidity (non-condensing) Range:
 - 40% to 60% RH (ColorStream, ProStream & JetStream)
 - 30% to 50% RH (VarioPrint i-models)
 - 40% to 60% RH (VarioPrint iX-models)
- Room Air Pressure Range: 840 - 1060 (mbar)

Additional Specifications:

- Reverse Osmosis Water: All varioPRINT devices require a supply of reverse osmosis (RO) water. The Customer is responsible for purchasing, installing, and maintaining the RO water system.
- Compressed Air: All varioPRINT devices require that the Customer provide a filtered, dry and oil free air supply to the printer that meets a minimum pressure of 5 bar or 72.5 psi and meets a maximum pressure of 12 bar or 174 psi.

Meeting the following maximum consumption specifications:

- varioPRINT i-series: 500l/minute or 17.7cfm
- varioPRINT iX-series: 445l/min or 15.7cfm

Media and Ink Storage:

Customer's media storage room must meet manufacturer's recommendations as follows:

Temperature:

ColorStream/JetStream/ProStream: between 65F and 78F
varioPRINT i-series: between 64F and 78.8F
varioPRINT iX-series: between 64F and 79F

Relative Humidity ("RH"):

ColorStream/JetStream/ProStream: between 40% and 60% RH
varioPRINT i-series: between 30% and 50% RH
varioPRINT iX-series: between 30% and 60% RH

Media that is stored in an uncontrolled (out of spec) environment must be allowed to acclimate in an environment that meets storage specifications for at least 24 hours before loading. If the media temperature in the storage area or during transport is significantly below the print room temperature the media should acclimate for a longer period.
Ink/solvents temperature must be maintained between 41F to 86F

5.0 SOFTWARE.

5.1 SUPPORT; MODIFICATIONS.

- i. CUSA will use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with CUSA's then current published specifications. CUSA, in its sole discretion, shall choose the method to correct or replace the

Software. These methods may include, but are not limited to, telephone, remote and on-site support.

- ii. For Software installed at a Customer location, installation shall be deemed complete when the Software has been installed and is ready for commercial operation. For all other Software, installation shall be deemed complete when Customer is provided instructions on how to access and/or download the Software.
- iii. Additional Customer operator training is available from CUSA at its training rate in effect at the time of such training pursuant to Section 6, Educational Services.
- iv. Support of any Software modified by Customer or any third party not authorized in writing by CUSA, is not covered by this Agreement. If either Customer or a third party modifies the Software and, in CUSA's sole opinion, such modification affects the performance of the Software, Customer shall pay CUSA, at CUSA's then applicable rates, for all resulting support services.

5.2 SOFTWARE REVISIONS.

CUSA will make Software revisions available at no charge for Software deemed by CUSA as "current" release versions to Customers covered under an active CUSA software Maintenance contract. Software revisions shall be defined as enhancements, modifications, updates, and improvements to the Software that CUSA classifies as dot releases, meaning the Software revision code changes only in the fractional portion of the program level (i.e. v1.20 >v1.25> v1.41, etc.) ("Dot Release"). The improvements to the core product will be included at no charge. New functionality may be available with Dot Releases and will be offered to Customers at an additional cost. Installation of Dot Releases may, at CUSA's sole discretion, be chargeable at CUSA's then current hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Dot Releases are the Customer's sole responsibility.

5.3 NEW SOFTWARE RELEASES.

CUSA will make "new" Software releases available to Customers covered under an active CUSA software Maintenance contract at an additional cost. New Software releases are defined as those enhancements, modifications, updates, new functionality and improvements that CUSA classifies as a "version release", meaning the whole number portion of the Software version changes (i.e. v1.xx >v2.xx>v3.xx etc.) ("Version Release"). Installation of Version Releases may, at CUSA's sole discretion, be chargeable at CUSA's then current hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Version Release are the Customer's sole responsibility. CUSA will provide support services for (a) the latest Software Version Release (e.g.v5) following the date it is made generally available and (b) for the immediately prior Version Release (e.g. v4) during the twelve (12) month period following the date the latest Software Version Release (v5) is generally available. Software support shall terminate if CUSA declares end of life for such Software, and then only with at least ninety (90) days prior written notice.

5.4 ITEMS NOT COVERED UNDER SOFTWARE SUPPORT.

Software support does not include:

- i. administration of servers or database products;
- ii. support of Software installed on equipment using "beta" or operating systems not supported by CUSA;
- iii. resolution of network errors not directly related to Software;

- iv. installation, setup or support of third-party products not supported by CUSA or software not acquired from CUSA; or
- v. updates, upgrades and new releases or versions of third-party products sold with or used in conjunction with CUSA Software.

5.5 CUSTOMER SOFTWARE RESPONSIBILITIES.

It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. CUSA shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at CUSA's sole discretion, be chargeable at CUSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. Purchase and administration of anti-virus software is Customer's responsibility. Assistance for installing and maintaining anti-virus software is outside the scope of standard support but is available from CUSA as a billable service upon request.

5.6 SOFTWARE HELP DESK SUPPORT. (Not applicable to CUSA products under 7x24 service coverage)

If Customer purchases "Remote Help Desk Support", then the following terms are applicable:

- i. CUSA provides Remote Help Desk Support via telephone, to access CUSA Support Specialists for operator questions, installation support, explanation of maintained software features and functionality, network connectivity questions, and other support issues ("Remote Support"). Remote Support is available Monday – Friday 8:30AM to 8:00PM ET, excluding CUSA holidays.
- ii. CUSA will provide Remote Support to those Customer employees who have been issued an ID code providing email/telephone access to the CUSA Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.

5.7 SOFTWARE LICENSE

- i. CUSA grants Customer a personal, non-exclusive, non-transferable, limited license to use the Software (in compiled object code form) in the United States solely for its internal use and to use the documentation in support of Customer's authorized use of the Software for the time period set forth in the Order Schedule or, if no time period is set forth in the Order Schedule, until the Agreement is terminated in accordance with its terms or until Customer ceases using Software with the Equipment. In addition to the Software, the Equipment identified in the Order Schedule may contain other software that is used in connection with the maintenance of the Equipment (the "Maintenance Software"). Customer hereby acknowledges and agrees that the Maintenance Software has been installed for the sole purpose of use by a field engineer or technician authorized in writing by CUSA to maintain the Equipment. Customer is not granted, whether by license or otherwise, any right to access or use the Maintenance Software for any purpose whatsoever, all rights to which are hereby expressly reserved by CUSA. Any access or use of the Maintenance Software or any part thereof by Customer or any other person, including any person who purchases the Equipment from the Customer, is strictly prohibited. The Software license granted hereunder may not be assigned by Customer without the written consent of CUSA and the payment of an additional license fee by the assignee (or subsequent licensee). No such additional license fee shall be due for Software embedded in the Equipment in the form of firmware.

- ii. Software, including all results, information, ideas, data and products of any services provided by CUSA (excluding Customer's data throughput) shall be the sole property of CUSA or its suppliers and shall be regarded by Customer as Confidential Information of CUSA. Customer shall not sell, transfer or otherwise make available the Software or documentation to any third party and shall secure and protect them from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Customer may disclose the Software and documentation to its employees (including contractors and temporary help) only to the extent (a) such disclosure is necessary to enable Customer to use the Software within the scope of the license granted herein and (b) any such parties agree that the Software is CUSA's confidential information and agree to protect the Software pursuant to the terms set forth herein. Customer may make one copy of the Software in machine readable form for backup and archival purposes as may be necessary to support Customer's internal use of the Software with the Equipment on which use is licensed. Customer shall not modify, use other than for purposes of the Agreement, reverse engineer, disassemble or decompile any Software in whole or in part. All Software is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire Software only with those rights set forth in the Agreement.
- iii. Upon expiration or termination of Customer's license to use Software identified on any Schedule, Customer shall either (i) return the Software and Documentation, and all copies thereof, or (ii) certify to CUSA in writing that the Software and Documentation, and all copies thereof, have been destroyed. Upon expiration or termination of Customer's license to use Software hosted by CUSA or a third party hosting services provider, customer's right to access and use such Software will be terminated. If Customer requests that the Software be re-hosted (the installation of an existing software license onto a different hardware platform which might be either a server or mainframe hardware platform) an additional Software license fee may be due from Customer. In order to receive Software updates, fixes and enhancements (maintenance), Customer must continue to pay the license maintenance fee which is identified in a Schedule. If Customer discontinues paying the license maintenance fee, Customer will not receive maintenance, however, Customer is permitted to use the Software "as is" with no obligation on the part of CUSA with respect to such use or maintenance. With respect to certain third party software, CUSA is a reseller of such software. Customer's license for such third party software is granted from the third party software provider.
- iv. Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information (hereinafter referred to collectively as "Confidential Information"). Each party agrees to restrict circulation of all Confidential Information within its own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party without the disclosing party's prior written consent, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Confidential Information shall not include information known to a party prior to disclosure

hereunder; or which is or becomes publicly known through no wrongful act of the other party; or which is independently developed by a party as proven by its written records; or which is disclosed to the other party by a third party without any breach of obligations of confidentiality.

5.8 VIRTUALIZATION: VMWARE; NON-VMWARE

- i. CUSA supports certain software, including PRISMAproduction, for use on hypervisors developed by VMware LLC ("VMware"). As new versions of VMware are released, CUSA will review and, if/as applicable, validate and announce such releases' compatibility with software solutions offered by CUSA, as well as updated version support expectations. As such, at any time CUSA may or may not support such software on VMware's most recent release(s). You must consult your representative for the most current VMware support guidance.
- ii. Some Software supported by CUSA, such as but not limited to PRISMAproduction, is NOT supported on hypervisors sold by other developers. Customers that utilize a hypervisor from a developer other than VMware do so at their own risk. Should you request support for such software on a non-VMware hypervisor, CUSA will provide such support only if the issue can be reproduced in a supported environment (e.g., VMware ESXi or a bare metal server) and, if so, in accordance with this Rider.

6.0 EDUCATIONAL SERVICES SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES EDUCATIONAL SERVICES, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

- a) Educational Services are offered to Customer by CUSA in the form of training sessions and are provided during CUSA's standard business hours (Monday through Friday excluding CUSA holidays - 8:30 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at a CUSA central training facility or at Customer's site as determined by CUSA and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at CUSA's discretion.
- b) Standard CUSA rates apply. CUSA rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CUSA will bill Customer, and Customer agrees to pay, CUSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.
- c) Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under CUSA's then current policy. Such training materials are CUSA Confidential Information.
- d) Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CUSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CUSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or Software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.
- e) Cancellation/Rescheduling. (i) CUSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CUSA and CUSA and Customer do not agree to reschedule such session,

upon request of Customer, CUSA will refund the purchase price for the cancelled training session. CUSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) CUSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CUSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to CUSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If CUSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CUSA will refund the purchase price for the cancelled training session. In the event that CUSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CUSA for such costs and expenses. (iv) Monies received for a training session, and the cancellation notice of which is received by CUSA within five business days of the scheduled date for such training session, are not refundable. However, CUSA may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent CUSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CUSA for such costs and expenses. (v) CUSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

7.0 PROFESSIONAL SERVICES.

- a) During the term of this Agreement, CUSA may provide services to Customer as either "Implementation Services" or "Consulting Services" (collectively, "Professional Services").
- b) Implementation Services are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. The cost of Implementation Services shall be set forth on the applicable Schedule and does not typically require on-going maintenance.
- c) Consulting Services shall be provided as mutually agreed between CUSA and Customer. Customer and CUSA shall negotiate the services to be provided and the cost to Customer, which shall be set forth in a Schedule (or statement of work attached thereto). The Schedule shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable).
- d) If Consulting Services includes the creation or provision of custom software (defined for this section as "Custom Software"), these terms also apply: (i) bug fixes are provided at no additional charge if maintenance support is included in the applicable Schedule or statement of work for the Consulting Services and if so, will be provided under the terms of Section 5.1(i); examples of maintenance charges that may be charged for Custom Software would include software revisions under the same terms as Section 5.2 and new software releases under the same terms as Section 5.3. Support for Custom Software does not include moving the Custom Software to different equipment or operating system levels and does not include updates or upgrades of any third party software or resolution of network errors not directly related to software. All support will be provided remotely. If on-site support for Custom Software is required, CUSA will charge its then published hourly service rates and minimum charges for service time, plus actual travel expenses.
- e) Unless otherwise agreed to in writing, all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in

connection with Professional Services ("Deliverables" or Custom Software) shall be owned by CUSA, and upon creation thereof, CUSA grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such Deliverables/Custom Software in the United States solely for internal use and solely in conjunction with Equipment identified in a Schedule.

8.0 EASYPAC II PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES EASYPAC II, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

a) DEFINITIONS.

- "Excess Charges" means charges in excess of the SmartClick Allowance.
- "Program" means the EasyPac II PlotWave Black Toner/ ColorWave Toner Pearls Carton Program/imagePROGRAF Ink Included Program, identified as "EasyPacII" in the "Contract Type" section on an Order Schedule when applicable.
- "Scheduled Supplies" means: in connection with PlotWave® Equipment, the fixed amount of black toner to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule
- "Supplies" means: (i) for PlotWave Equipment, Black Toner; (ii) for ColorWave Equipment, TonerPearls® cartons; (iii) for imagePROGRAF Equipment, Ink Tanks.
- "Supplies Entitlement" means: in connection with the ColorWave Equipment, the amount of TonerPearls cartons to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule, and for imagePROGRAF Equipment, means the amount of Ink Tanks to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule.

b) SUPPLIES PROGRAM. So long as Customer is not in default, the Program entitles Customer to the fixed amount of genuine Supplies set forth in the applicable Order Schedule, on a scheduled or entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Scheduled Supplies for PlotWave models will be shipped directly to the Ship to address set forth in the Order Schedule during the term of such Order Schedule. Supplies for the ColorWave models and imagePROGRAF models will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the applicable Order Schedule. Supplies may be used solely with the Equipment set forth on the Order Schedule(s). Any additional Supplies that are required beyond the Scheduled Supplies or Supplies Entitlement can be ordered directly from CUSA at an additional cost to Customer.

c) SUPPLIES SHIPMENT. For PlotWave Equipment and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the applicable Order Schedule, without Customer's request or without requiring any documentation or order confirmation from Customer. For PlotWave Equipment, one unit of Supplies is equal to one carton of Black Toner. Changes to this shipment schedule are valid only upon execution of a new amendment to the applicable Order Schedule. CUSA will ship only on the periodic shipment schedule dates. CUSA will not accelerate or expedite shipments unless otherwise approved by CUSA. For ColorWave Equipment or imagePROGRAF Equipment and provided Customer is not in default: Supplies will only be shipped once an order has been placed by Customer. For ColorWave Equipment, one unit of Supplies is equal to one TonerPearls cartridge. For imagePROGRAF Equipment, one unit of Supplies is equal to one Ink Tank.

d) PRICING. For PlotWave Equipment: CUSA will ship the Scheduled Supplies for the term of the applicable Order Schedule. Additional amounts of Supplies may be required by Customer for excess print volumes or applications based on Customer's actual usage. Customer is responsible

for ordering and paying for Supplies in excess of the Scheduled Supplies. Should Customer require additional Supplies beyond the Scheduled Supplies, CUSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over Scheduled Supplies and agrees to pay for such additional quantities. CUSA reserves the right to refuse shipment of additional Supplies. This Program does not include media (paper/film/vellum). Prices do not include applicable tax or federally-imposed tariffs and duties. Shipping charges to the continental USA are included.

- e) For Colorwave and imagePROGRAF Equipment: This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the applicable Order Schedule. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. CUSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax or federally-imposed tariffs and duties. Shipping charges to the continental USA are included. The Minimum Periodic Payment and Excess SmartClick Charges may both include a charge for toner.
 - (i) Square Foot Plan: The cost for such additional Supplies is not included in the excess charge
 - (ii) ColorWave SmartClick Excess Plan: The cost to Customer for such additional Supplies is included in the excess SmartClick Charge. If additional Supplies are ordered by Customer, CUSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CUSA, based upon Customer's consumption and subject to CUSA's approval, which shall not be unreasonably withheld.
 - (iii) imagePROGRAF Equipment: This is a fixed supplies quantity contract.
- f) TERM. The term of the Program shall be conterminous with that of the applicable Order Schedule.
- g) MISCELLANEOUS. CUSA may refuse shipment of Supplies if Customer is not current on payments or is in default for any other reason. Customer may order Supplies under the Program solely for its own internal use and not for resale. CUSA may refuse shipment in the event that it reasonably believes Supplies are not being used for Customer's internal use. This program does not include media (paper/film/vellum). Returns of Supplies are only permitted for Supplies defects. A CUSA Return Materials Authorization (RMA) is required prior to any return.

9.0 ARIZONA MODELS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES ARIZONA SERIES EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

- a) If Customer has purchased Maintenance and such Maintenance is marked on the Order Schedule, Customer may terminate Maintenance upon ninety (90) days prior written notice to CUSA. If Customer provides such notice of its intent to terminate, Customer shall be responsible for Maintenance charges, if any, for the period defined on the Order Schedule until the effective date of termination.
- b) The following consumable items for the Arizona Series are excluded from Maintenance and the warranty:
 - (i) Printheads (except as stated in the manufacturer's end user limited warranty or otherwise on the Order Schedule)
 - (ii) Table Vacuum Overlays
 - (iii) UV Lamps & Lamp Filters (except for the Arizona 1300 Series which includes UV Lamps)
 - (iv) Ink Filters

10.0 ARIZONA PREMIA CLASS EQUIPMENT SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES ARIZONA PREMIA CLASS EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

- a) "Premia Class" means Equipment previously used which has been tested to confirm functionality, print quality and reliability to specifications by CUSA service technicians. This process includes repair of equipment items and assemblies and replacement of CUSA parts needed to confirm full functionality and print quality specifications. The Equipment may have minor cosmetic blemishes or other imperfections.
- b) With respect to Premia Class Equipment, the warranty period for printheads shall be for a period of six (6) months from the date of equipment installation. The warranty set forth herein applies only to Premia Class Equipment, and is conditioned upon Customer giving prompt notice to CUSA of any discovered defects; with respect to Premia Class Equipment, determination of defective printhead is at the sole discretion of CUSA Service Technician.

11.0 COLORADO MODELS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES COLORADO SERIES EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

- a) The following consumable items for the Colorado are excluded from the warranty and/or maintenance set forth in the Agreement. Consumable items include but are not limited to the following: Air Filters, Integrated Knife Assembly, Feed Media Shaft, Take-Up Media Shaft, Maintenance Tray, Colorado Tissue Cassette, Aerosol Filter Kit, Matrix Plate Cleaning Tool Assembly, Lubricator Pad, and (except as stated in the manufacturer's end user limited warranty) Printheads.
- b) **PRINthead INCLUDED CONTRACTS.** If the Customer chooses the Printhead Included contract, the replacing of the printheads will be consistent with the current procedures for the replacement of the other parts within the Colorado. A call must be placed by the Customer to CUSA's Customer Service Center and the technician will reach out to the Customer to discuss the issues and determine if there is a critical failure with the suspected head(s). If CUSA determined that there is a hard code failure and the machine can no longer calibrate at 430 square feet per hour on CUSA's calibration material due to misdirected of blocked nozzles, the technician will order the print head in advance and will schedule it to arrive the following business day. If the technician has the part in stock, they will schedule a visit based on priority of calls. If CUSA determines during the troubleshooting of the printer that the root cause of the printhead failure is a result of Customer actions, it will be the Customer's responsibility to purchase a printhead. Once the printhead is on site, the Customer can place a service call and the Service Technician will respond and install the replacement printhead. Some but not all examples of customer related failures are head strikes (which include damage caused by media), running expired inks, improper printhead maintenance, and incorrectly calibrating media. For the avoidance of doubt, CUSA provides no protection or other coverage of a printhead after its warranty period unless Customer chooses the Printhead Included contract.

12.0 COLORADO EZ PRINT PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES THE COLORADO EZ PRINT PROGRAM, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

- a) **Technology Upgrade.** For any lease program that is 48 months or longer, Customer will have the option to upgrade to an updated version of Equipment, on any regularly-scheduled Lease Payment date commencing with twelve (12) or less months remaining in the lease contract, subject to sixty (60) days prior written notice to CUSA. Customer shall return any and all Equipment to CUSA as required to facilitate the Technology Upgrade and will do so in accordance with the terms and conditions of the Agreement.
- b) **Service and Supplies.** Equipment Service, ink, and print heads are included in the program at no additional charge. Unused Printheads and Inks are the property of CUSA and will be returned at the end of the Agreement. Supplies do not include Air Filters, Integrated Knife Assembly, Maintenance Trays, Feed

Media Shaft and Take-Up Media Shaft, Colorado Tissue Cassette, Aerosol Filter Kit, Matrix Plate Cleaning Tool Assembly and Lubricator Pad.

- c) Supplies shall be ordered by Customer when needed, and CUSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CUSA, based upon the Equipment's consumption as indicated through the Remote Reporting Agent and subject to CUSA's approval, which shall not be unreasonably withheld. Supplies can only be used for the Equipment listed on the Order Schedule, and CUSA may refuse shipment in the event that CUSA reasonably believes Supplies are not being used solely in the Colorado Equipment set forth on the Order Schedule. This Supplies program does not include media (paper/film/vellum). Reconciliation for overuse of Consumables/Supplies shall be invoiced to and paid by Customer at the rates in effect at the time of such reconciliation and will be calculated based on coverage/use.
- d) In the event that the periodic Allowance is not achieved (the actual net usage for the period is less than the Allowance for the period), one hundred percent (100%) of the unutilized Allowance will be carried forward to the next periodic Allowance.
- e) Replacement of Print Heads during the term of this program shall solely be determined by CUSA and, or a CUSA authorized service technician.



RIDER G MASTER LEASE TERMS

CFS -1133 (09/25)

CANON FINANCIAL SERVICES, INC.

14904 Collections Center Dr.

Chicago, Illinois 60693

(800) 220-0200

THESE MASTER LEASE TERMS (the "Lease Terms") apply to any schedule incorporating these Lease Terms by reference whether designated as a "Lease Schedule - Itemized," a "Lease Schedule - Blended" or otherwise (in any case, a "Lease Schedule") entered into by and between Canon Financial Services, Inc. ("CFS") and the customer identified in such Lease Schedule ("Customer") from time to time for the lease or rental, as applicable, to Customer of the Equipment (as defined below) supplied by Canon U.S.A., Inc. ("CUSA") and described in such Lease Schedule. Each Lease Schedule referring to these Lease Terms will constitute a separate agreement for the lease of the equipment described therein and shall incorporate these Lease Terms.

1. AGREEMENT: CFS leases to Customer and Customer leases from CFS all the equipment described in any Lease Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), and licenses of software, if applicable, ("Listed Software") with such Equipment and Listed Software collectively referred to as (the "Listed Items"), upon the Lease Terms.

2. TERM OF SCHEDULE: Each Lease Schedule shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. Any such acceptance is irrevocable. If Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of any non-acceptance, specifying the reasons therefor and specifically referencing the relevant Lease Schedule, Customer shall be deemed to have irrevocably accepted such Equipment. The term of each Lease Schedule begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified on such Lease Schedule and any renewal periods. After acceptance of the Equipment covered by any Lease Schedule, Customer shall have no right to revoke such acceptance or cancel such Lease Schedule during the term indicated thereon. The term of any Lease Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under such Lease Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms thereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of any Lease Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term. As between CFS and Customer only, these Lease Terms shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order.

3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of each Lease Schedule, (a) the lease, rental and other payments specified on the respective Lease Schedule, and (b) such other amounts permitted thereunder or in these Lease Terms as invoiced by CFS ("Payments"). Customer shall make Payments within 30 days following the due date. The amount of each Payment and the End of Term Purchase Option specified on each Lease Schedule ("Purchase Option") are based on CUSA's best estimate of the cost of the Equipment and any related or optional services and supplies, including any sales and use tax and federally-imposed tariffs and duties. Customer authorizes CFS to adjust such Payments and Purchase Option prices by up to fifteen percent (15%) if the actual total cost of the Equipment and any related or optional services and supplies, including any sales or use tax and federally-imposed tariffs and duties, is more or less than originally estimated. Should a Customer's purchase order indicate Payment is a "total cost per copy" or other similar language, it shall mean a "Blended" Payment where both leasing and optional charges for services and supplies are included in the Per Image Charge. CUSA has the right to increase service charges which shall not exceed the amount set forth in separate terms as agreed to by Customer and CUSA in writing. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by CFS. Customer's obligation to pay all amounts due under a Lease Schedule or these Lease Terms and all other obligations thereunder and hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If Customer fails to pay any sum to be paid by Customer to CFS under any Lease Schedule on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under any Lease Schedule or in enforcing any of the Lease Terms or any Lease Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder. In no event shall any amount paid in advance earn interest except where required by applicable law.

4. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF

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INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. So long as Customer is not in breach or default of any Lease Schedule, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY LEASE TERM OR ANY LEASE SCHEDULE, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASE TERMS, ANY LEASE SCHEDULE, OR THE EQUIPMENT, ON BEHALF OF CFS.

5. USE; LOCATION; LIENS; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer shall not move the Equipment from the location specified on the applicable Lease Schedule except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Lease Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or jurisdiction of organization).

6. INDEMNITY: Customer shall indemnify and defend CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, injuries, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) caused by the Equipment, including, without limitation, arising from or related to the storage, transmission or destruction of Data. This Section shall survive termination of any and all Lease Schedules.

7. MAINTENANCE: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer may, at its option, engage CUSA to keep the Equipment in good working order subject to the terms of the applicable Rider and this Agreement or as set forth in separate terms as agreed to by Customer and CUSA. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CUSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CUSA's terms and conditions, of which Customer acknowledges receipt. If Customer has engaged CUSA to provide services and/or supplies, and CUSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CUSA's estimates of meter readings. CUSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CUSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CUSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CUSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.

8. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, federally-imposed tariffs and duties, expenses, or charges, as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. For each Lease Schedule commenced incorporating these Lease Terms, Customer shall pay to CFS a documentation fee in the amount of \$125.

9. LOSS; DAMAGE; INSURANCE: Customer shall bear the entire risk of loss, theft or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under the Lease Terms or any Lease Schedule. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the

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same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the Lease Terms), or (b) pay CFS the Remaining Lease Balance. Customer, at its sole cost and expense, shall, during the term hereof obtain and maintain property and liability insurance in form, amount, and with companies satisfactory to CFS. Each policy of insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the Remaining Lease Balance on the applicable Lease Schedule. The "Remaining Lease Balance" shall be the sum of: (i) all Payments then owed and outstanding; (ii) the present value of all remaining Payments; (iii) the Purchase Option price of the Listed Items indicated on the Lease Schedule plus (iv) any applicable taxes, federally-imposed tariffs and duties, expenses, charges, and fees. For purposes of determining present value under any Lease Schedule, Payments shall be discounted at three percent (3%) per year. For the purpose of calculating remaining Payments under a Lease Schedule, CFS shall determine in its sole discretion the portion of any Blended Payment applicable to the lease of the Listed Item and shall exclude the portion applicable to services and/or supplies. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If Customer fails to provide proof of insurance, CFS may, but is not required to obtain insurance covering CFS' interests, and charge the Customer for the costs of such insurance, and an administrative fee. CFS and any of its affiliates may make a profit on the foregoing.

10. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under all Lease Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under any Lease Schedule, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor who is a natural person dies.

11. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) require Customer to immediately pay all unpaid Payments under any Lease Schedule (whether or not then due) and other amounts due under any and all Lease Schedules, with CFS retaining title to the Equipment; (b) to terminate any and all Lease Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under all Lease Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (A) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (B) shall have no duty to prepare or process the Equipment prior to sale; (C) may disclaim warranties of title, possession, quiet enjoyment and the like; and (D) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under the applicable Lease Schedule. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

12. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE ANY LEASE SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer any Lease Schedule. Customer agrees that if CFS transfers any Lease Schedule, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

13. RENEWAL; RETURN: Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CUSA has agreed to transport the Equipment to CFS at the end of the lease term at CUSA's cost upon Customer's request. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

14. PURCHASE OPTION: A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus costs. "Fair Market Value" shall

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be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

15. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. The Equipment contains various security features that Customer may utilize in this regard. Customer should contact CUSA for further information. CUSA will work with you to provide information regarding your options and offer services to assist you. Please note that such services may result in additional charges. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of the Lease Terms or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, CUSA and CFS applies, or could be construed to apply to Data.

16. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Lease Schedule, in inverse order of maturity, and any excess shall be refunded. If any Lease Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under the Lease Terms and such Lease Schedule.

17. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH LEASE SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

18. WAIVER OF OFFSET: The lease created by each Lease Schedule is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the dealer, supplier, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and these Lease Terms and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THE RIGHTS OF THE PARTIES UNDER EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF COOK OR LAKE, ILLINOIS, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION OF ANY LEASE SCHEDULE, AND CFS, BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

20. MISCELLANEOUS: All notices required or permitted under the Lease Terms or any Lease Schedule shall be sufficient if delivered personally, sent via electronic transmission, or mailed to such party at the address set forth in an applicable Lease Schedule, or at such other address as such party may designate in writing from time to time. Any notice deposited in the mail shall be effective after it has been received. Customer's representations, warranties, and covenants under each Lease Schedule shall survive the delivery and return of the respective Equipment. Any provision of the Lease Terms which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Lease Terms. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information on a Lease Schedule including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, each Lease Schedule (incorporating the Lease Terms by reference) contains the entire arrangement between Customer and CFS with respect to such Lease Schedule and no modifications thereof shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept an electronic transmission of any Lease Schedule or any Acceptance Certificate as an original, and that electronically transmitted copies of Customer's signature will be treated as an original for all purposes. If the Lease Schedule references an existing master agreement between Customer and CFS (the "Existing Master CFS Lease") and to the extent applicable to the transactions contemplated by the Lease Schedule, then the terms of the Existing Master CFS Lease shall control over the Lease Terms for so long as the Existing Master CFS Lease remains in effect.

21. FISCAL FUNDING (if applicable): This Section 21 shall only apply if "Fiscal Funding" is designated on the Lease Schedule. Customer warrants that it has funds available to pay Payments payable pursuant to the Lease Schedule until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the term of Lease Schedule. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative

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body or funding authority funds to be paid to CFS under the Lease Terms and any Lease Schedule. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with each Lease Schedule, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Lease Schedule; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Lease Schedule. In the event Customer returns the Equipment pursuant to the terms of the Lease Schedule, CFS shall retain all sums paid by Customer. Customer's Payment obligations under each Lease Schedule in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in the Lease Terms shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for each Lease Schedule and the Equipment.

RIDER H
HOME OFFICE PRINT-AS-A-SERVICE PROGRAM

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER H SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. SUBSCRIPTION PRINTER SERVICES.

(a) This Rider H modifies the terms of the Agreement whereby CUSA will provide a printer(s) set forth on the related Order Schedule ("Printer"), Printer Support and the Supply Inclusive Program, both as defined below for each such Printer (all collectively "Printer Services" for purposes of this Rider) for the Initial Term set forth in the Order Schedule ("Initial Term"). Printers will be either "Color Printers" or "B/W Printers" as designated on the Order Schedule. You agree that CUSA will provide the Printer Services at the Ship to Location(s) on the Order Schedule ("Location"), and you shall not relocate any Printer from its Ship to Location without CUSA's consent. You further agree to accept and pay the number of periodic payments ("Charges") for the Printer Services for the Term as set forth in the Order Schedule. The Printer Services shall be provided pursuant to the Agreement as modified by this Rider H, and the terms of service and/or end user license agreement for the Printer Services. Printer Services shall be considered "Listed Items" under the Agreement. Title to the Printers shall remain with CUSA or its assignee, and you shall be responsible for risk of loss or damage to any Printer upon delivery and until it is returned to CUSA or its assignee. You acknowledge and agree that CUSA may transfer title to the Printers and assign its rights to invoice and collect the Charges and any associated fees to its affiliate, Canon Financial Services, Inc. ("CFS") or its assignee, and you agree to timely make such payments to CFS. Except as aforesaid, CFS does not and shall not assume any obligations under this Agreement.

(b) Printer(s) shall be shipped to the Location(s) of your employees or agents ("Users"). You acknowledge that you have the requisite authority to permit shipment to the Ship To Address. The Printer shall be unpacked and set up by the User. The shipping carton and packing materials should be retained by the User for return of the Printer to CUSA or its assignee. Users may access information concerning the Printer Services and their responsibilities, including available models and Printer Plans (as defined below) at <https://mk1.usa.canon.com/customerdocuments> (the "PAAS Program Document").

2. RENEWAL.

(a) Notice Not to Renew. You shall be sent ninety (90) days advance written notice that the Printer Services shall automatically renew for additional one (1) year terms (each a "Renewal Term"). You must provide written notice to CFS not to renew the Printer Services in part or in total within 30 days prior to the end of the Initial Term or each Renewal Term. Notice of non-renewal must be sent by email to customer@cfs.canon.com, or by certified mail or overnight courier to P.O. Box 5008, Mt. Laurel, NJ 08054 Attn: Customer Service.

(b) All Other Notices. Other than notices not to renew set forth on 2(a) above, all other notices hereunder must be in writing detailing all issues, and must be sent to CUSA by email to customerservice@cusa.canon.com, or by certified mail or overnight courier to 300 Commerce Square Blvd., Burlington, New Jersey 08016 Attn: Customer Service, with a copy of any notice of default, breach, request for indemnity, or any other demand or claim against CUSA or CFS, by email to cusalegal@cusa.canon.com or by certified mail or overnight courier to Senior Vice President, Legal Department, Canon U.S.A., Inc., One Canon Park, Melville, New York, 11747.

(c) The Initial Term and Renewal Term collectively the "Term". During each Renewal Term you shall receive the Printer Support and Printer Supplies as set forth below.

(d) Upon expiration of the Term, you agree to return the Printer as instructed by CUSA. CUSA may increase pricing during each Renewal Term and may cancel Printer Services during any Renewal Term upon written notice to you, in which case CUSA will refund any unearned charges for the balance of the Renewal Term to you.

3. DEFAULT. You shall be in default if you fail to make prompt payment of the Charges within 30 days of the invoice date. CUSA may withhold Printer Services in whole or in part until any delinquent payment is received by CUSA. CUSA may terminate Printer Services in whole or in part upon your default with thirty (30) days' notice to you, unless such default is cured by you within the thirty (30) day period. In the event of your default, you shall promptly return the Printer as instructed by CUSA; and CUSA may, in its sole discretion and without limiting its other rights and remedies available under applicable law, require you to pay all payments then due but unpaid, including any applicable late charges, plus an early termination fee equal to the balance of the periodic payments of the Charges owed for the Term or Renewal Term. Should you fail or refuse to promptly return the Printer as required by Sections 2(d) or 3, you agree to pay a Charge equal to the fair market value of the Printer, as determined by CUSA. You agree that such Charges are reasonable liquidated damages for loss of bargain and not a penalty.

4. WARRANTY OF BUSINESS PURPOSE. You represent and warrant that that the Printer Services will not be used for personal, family or household purposes.

5. PRINTER SUPPORT. You or the User may obtain Printer Support during the Term by calling 1-800-OK-CANON (652-2666) using the Printer serial number. Additional Printer information is set forth in the PAAS Program Document.

6. SUPPLY INCLUSIVE PROGRAM.

(a) The Printer Services includes replenishment of toner or ink cartridges and drum(s) or maintenance cartridges (collectively "Printer Supplies") for each Printer (the "Printer Plans") as set forth in the then-current PAAS Program Document. You will receive either the Standard Plan or the Plus Plan for each Printer as set forth in the Order Document.

(b) Printer Supplies are to be used solely with the applicable Printer for which it is ordered and provided. Yields for Printer Supplies are based on the manufacturer's specifications. All Printer Supplies will be shipped directly to the Ship to Address set forth on the Order Schedule during the Term. You agree to pay all applicable taxes, federally-imposed tariffs and duties, and shipping charges for Printer Supplies. Included Printer Supplies must be ordered and used during the Initial Term or Renewal Term for which they are provided. You may order included or additional Printer Supplies by contacting CUSA customer service at 800-355-1390 using the Printer serial number.

(c) Additional toner and ink cartridges, maintenance cartridges and drums beyond those included with the Printer Plan as set forth above may be purchased at CUSA's standard rates. Repairs resulting from the use of parts, supplies or software which are not supplied by CUSA may result in additional charges. Orders for additional Printer Supplies (and any other supplies such as staples, paper, etc.) (a) must include a valid Customer purchase order number; (b) will be shipped to Customer FOB destination; and (c) are subject to a twenty percent (20%) restocking fee if accepted for return by CUSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CUSA's preferred carrier(s), Customer shall provide CUSA with the carrier's name and Customer's account number so that delivery charges will be incurred directly by Customer. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to the actual delivery charges. Customer is solely responsible for any damage to Printer Supplies after delivery. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CUSA within ten (10) days of the earlier of (i) receipt of the item or (ii) the invoice date (whichever is applicable).

7. ITEMS NOT INCLUDED UNDER PRINTER SERVICE. Any work beyond the scope of this Agreement shall be invoiced in accordance with CUSA's then current labor, parts and supply charges. The following items are NOT covered under Printer Service:

- (a) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, disaster (e.g., effects of water, wind, lightning, etc.) or misuse of the Printers;
- (b) repairs due to the use of parts, supplies or software which are not supplied by CUSA;
- (c) repairs to fix problems resulting from service performed by personnel other than CUSA personnel;
- (d) work which you request to be performed outside of CUSA's regular business hours;
- (e) repairs due to the use of paper/media not in compliance with manufacturer's published specifications.



Canon U.S.A., Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Master Sales & Services Agreement
Customer Information Face Page

MA12765

Salesperson: Stephen C. Verdung Order Date: 9/9/2026

Customer ("you"):

Company: VILLAGE OF BUFFALO GROVE, ILLINOIS		
DBA:		
Address: 50 RAUPP BLVD		
City: BUFFALO GROVE		County: COOK
State: IL	Zip: 60089-2138	Phone #: 847-459-2506
Contact: Tyler Grace		
Email: TGrace@vbg.org		

Applicable Terms and Conditions	Customer Organizational Information
TERMS AND CONDITIONS ARE AVAILABLE AT: MK1.USA.CANON.COM/CUSTOMERDOCUMENTS The CUSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule. By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule. _____ Customer Initials	Federal Tax ID Number: _____ Organization type: State or Local Government Address for Notices: Attn: Tyler Grace Address: 50 RAUPP BLVD Address 2: City: BUFFALO GROVE State: IL Zip: 60089-2138 Email: TGrace@vbg.org

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CUSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____



Canon U.S.A., Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Lease Schedule ("Schedule") - Blended (SER-800)

Page 1 of 4

Customer: VILLAGE OF BUFFALO GROVE, ILLINOIS

CFS App #: 2143795

Salesperson: Stephen C. Verdung

Agreement #: MA12765

Transaction #: S21582529

Order Date: 09/09/26

Billing Information Customer Account: 1551721		Payment Information		Equipment Maintenance Information		
Company: VILLAGE OF BUFFALO GROVE, ILLINOIS DBA: Address: 50 RAUPP BLVD Address 2: City: BUFFALO GROVE County: COOK State: IL Zip: 60089-2138 Phone #: 847-459-2506 Contact: Tyler Grace Email: TGrace@vbg.org Rider A applies (Maintenance for Office Equip/Cut Sheet Production)		Listed Items Lease Term	# of Lease Payments	Maintenance elected, except where indicated declined Excess Per Image Charge invoiced Monthly by CFS New Fleet Plan Fixed Price Plan		
		63 Months	63			
		Payment* (*Plus Applicable Taxes)				CFS Invoicing
		Total		Lease Pmt invoiced Monthly	Other Transaction Details Purchase Option: Fair Market Value Tax Exempt - Cert Incl.	
		\$2,497.00				
Due at Signing		# of Payments in Advance		Total Due at Signing		
		Covered Images Included in Payment		Excess Per Image Maint Charge(s)		
		B&W: 00 Color: 00		B&W: \$0.00470 Color: \$0.03200		
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information			
6378C015	IMAGEFORCE C5170 SET [Model: IFC5170]	1	Shipping: 50 RAUPP BLVD Delivery Date:			
6597C002	HIGH CAPACITY CASSETTE FEEDING UNIT	1	Address 2:			
6603C002	BUFFER PASS UNIT-R1	1	City: BUFFALO GROVE County: COOK State: IL Zip: 60089-2138			
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Primary Customer Contact: Tyler Grace			
4874C001	1TB SSD-A1	1	Phone #: 847-459-2506 Email: TGrace@vbg.org			
4224C015	AUTHORIZED SEND V7.X ADD-ON OPTIONA (1 LICENSE) E-LAN	1	IT Contact: Tyler Grace			
6601C008	BOOKLET FINISHER-A2 WITH TRI-FOLD	1	Phone #: 847-459-2506 Email: TGrace@vbg.org			
4731V446	IMAGEFORCE C5100 SERIES INSTALL PAK	1	Billing:			
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Address 2:			
3575BA63	MICARD MULTITECH4-NT-PI	1	City: County: State: Zip:			
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Billing Contact:			
			Phone #: Email:			
			Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5			
			Consumables: Toner, Staples (excludes clear) Auto-Toner Fulfillment**			
			Meter Method: Remote Reporting Agent Corporate Advantage			
			For CUSA USE ONLY:			
			Config: A 57704975			
THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT MK1.USA.CANON.COM/CUSTOMERDOCUMENTS , AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CUSA AND LESSOR AS PROVIDED IN THE LEASE TERMS, INCLUDING CREDIT APPROVAL. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.						
Customer Authorized Signature:		Printed Name:	Title:	Date:		
For Internal Purposes Only:						
CFS Authorized Signature:		Printed Name:	Title:	Date:		



Customer: VILLAGE OF BUFFALO GROVE, ILLINOIS

Agreement #: MA12765

Order Date: 09/09/26 Salesperson: Stephen C. Verdung

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Maint Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
6378C014	IMAGEFORCE C5150 SET [Model: IFC5150]	8	Shipping: 50 RAUPP BLVD Delivery Date:
6597C002	HIGH CAPACITY CASSETTE FEEDING UNIT	8	Address 2:
6602C002	INNER FINISHER-N1	8	City: BUFFALO GROVE County: COOK State: IL Zip: 60089-2138
4002C006	INNER 2/3 HOLE PUNCHER-D1	8	Contact: Tyler Grace Ph #: 847-459-2506 Email: TGrace@vbg.org
4731V446	IMAGEFORCE C5100 SERIES INSTALL PAK	8	IT Contact: Tyler Grace Ph #: 847-459-2506 Email: TGrace@vbg.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	8	Billing:
3575BA63	MICARD MULTITECH4-NT-PI	8	Address 2:
IntSupplies	Pre-Installed Supplies Installed in Machine	8	City: County: State: Zip: Contact: Ph #: Email:
			Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:
			Consumables: Toner, Staples (excludes clear) Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent Corporate Advantage
			For CUSA USE ONLY:
			Config: B 57704976

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Maint Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
6377C002	IMAGEFORCE C5140 [Model: IFC5140]	5	Shipping: 50 RAUPP BLVD Delivery Date:
6597C002	HIGH CAPACITY CASSETTE FEEDING UNIT	5	Address 2:
6602C002	INNER FINISHER-N1	5	City: BUFFALO GROVE County: COOK State: IL Zip: 60089-2138
4002C006	INNER 2/3 HOLE PUNCHER-D1	5	Contact: Tyler Grace Ph #: 847-459-2506 Email: TGrace@vbg.org
4731V446	IMAGEFORCE C5100 SERIES INSTALL PAK	5	IT Contact: Tyler Grace Ph #: 847-459-2506 Email: TGrace@vbg.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	5	Billing:
3575BA63	MICARD MULTITECH4-NT-PI	5	Address 2:
IntSupplies	Pre-Installed Supplies Installed in Machine	5	City: County: State: Zip: Contact: Ph #: Email:
			Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:
			Consumables: Toner, Staples (excludes clear) Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent Corporate Advantage
			For CUSA USE ONLY:
			Config: C 57704977



Customer: VILLAGE OF BUFFALO GROVE, ILLINOIS

Agreement #: MA12765

Order Date: 09/09/26 Salesperson: Stephen C. Verdung

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Maint Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
6378C015	IMAGEFORCE C5170 SET [Model: IFC5170]	1	Shipping: 50 RAUPP BLVD Delivery Date: Address 2: City: BUFFALO GROVE County: COOK State: IL Zip: 60089-2138 Contact: Tyler Grace Ph #: 847-459-2506 Email: TGrace@vbg.org IT Contact: Tyler Grace Ph #: 847-459-2506 Email: TGrace@vbg.org Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: Consumables: Toner, Staples (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage For CUSA USE ONLY: Config: D 57704978
6597C002	HIGH CAPACITY CASSETTE FEEDING UNIT	1	
7147C001	STAPLE FINISHER LITE-A1	1	
6603C002	BUFFER PASS UNIT-R1	1	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	
4224C015	AUTHORIZED SEND V7.X ADD-ON OPTIONA (1 LICENSE) E-LAN	1	
4731V446	IMAGEFORCE C5100 SERIES INSTALL PAK	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3575BA63	MICARD MULTITECH4-NT-PI	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Maintenance Declined for this Equipment Configuration		Covered Images Included in Payment	Excess Per Image Maint Charge(s)
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
1396V725	AUTHORIZED SEND PRO SERVICES BY LOCAL SYSTEMS ANALYST	4	Shipping: 50 RAUPP BLVD Delivery Date: Address 2: City: BUFFALO GROVE County: COOK State: IL Zip: 60089-2138 Contact: Tyler Grace Ph #: 847-459-2506 Email: TGrace@vbg.org IT Contact: Tyler Grace Ph #: 847-459-2506 Email: TGrace@vbg.org Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: For CUSA USE ONLY: Config: E 57704979



Customer: VILLAGE OF BUFFALO GROVE, ILLINOIS

Agreement #: MA12765

Order Date: 09/09/26 Salesperson: Stephen C. Verdung

Maintenance Declined for this Equipment Configuration		Covered Images Included in Payment		Excess Per Image Maint Charge(s)		
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information			
3128V681	UNIFLOW ONLINE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYST	4	Shipping: 50 RAUPP BLVD Delivery Date: Address 2: City: BUFFALO GROVE County: COOK State: IL Zip: 60089-2138 Contact: Tyler Grace Ph #: 847-459-2506 Email: TGrace@vbg.org IT Contact: Tyler Grace Ph #: 847-459-2506 Email: TGrace@vbg.org Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: For CUSA USE ONLY: Config: F 57737982			

		Covered Images Included in Payment		Excess Per Image Maint Charge(s)			
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information				
			Shipping: Delivery Date:				
			Address 2:				
			City:		County:	State:	Zip:
			Contact:		Ph #:	Email:	
			IT Contact:		Ph #:	Email:	
			Billing:				
			Address 2:				
			City:		County:	State:	Zip:
			Contact:		Ph #:	Email:	
Elevator:		Loading Dock:	# of Steps:	Hrs of Operation:			
For CUSA USE ONLY:							



Return Schedule, Rider B of Agreement

Canon U.S.A, Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: VILLAGE OF BUFFALO GROVE, ILLINOIS

Salesperson: Stephen C. Verdung

Agreement #: MA12765

Transaction #: S21582529

Order date: 9/9/2026

Customer ("You")	Customer Account: 1551721	Service Requested:	
Company: VILLAGE OF BUFFALO GROVE, ILLINOIS		Upgrade	
Address: 50 RAUPP BLVD		Lease Information (if applicable)	
City: BUFFALO GROVE	County: COOK	Leasing company name	Lease Number
State: IL	Zip: 60089-2138	CFS	863108-1
Phone: 847-459-2506			
Contact name: Tyler Grace			
Email: TGrace@vbg.org			
Alternate Contact:			
Alternate Phone:			

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ _____ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: _____ Reason for check issuance: _____

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

- Select one:**
- ☐ Not Applicable: No Equipment pick up required
- ☒ CUSA will pick up the Equipment
- ☒ Return Equipment to CFS
- ☐ Return Equipment to CUSA Original Order Date _____
- ☐ You will return Equipment to leasing company according to the terms and conditions of your lease agreement
- ☐ You will retain the equipment.
- Will retained equipment remain under a CUSA Maintenance Agreement?
- ☐ No
- ☐ Yes: SELECT ONE: under an Existing Contract ☐ Or New Contract ☐

Trade in Equipment Condition:

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
UGTR	3824C002	IRADVDC5870I	2XD00696	46 RAUPP BLVD POLICE DEPT RECORDS BUFFALO GROVE IL 60089-2139	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3826C002	IRADVDC5850I	2XW01877	50 RAUPP BLVD VILLAGE HALL LOWER LEVEL BUFFALO GROVE IL 60089-2138	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3826C002	IRADVDC5850I	2XW01879	1650 LEIDER LANE OPS BUFFALO GROVE IL 60089-6619	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3826C002	IRADVDC5850I	2XW01964	46 RAUPP BLVD POLICE DEPT STAFF BUFFALO GROVE IL 60089-2139	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3826C002	IRADVDC5850I	2XW01965	1650 LEIDER LANE ADMIN BUFFALO GROVE IL 60089-6619	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	

Pick Up /Return Information:

- ☒ Same Date as Delivery of Listed Items Specified on the Agreement
- ☐ Other Specified Date: _____ / _____ / _____ (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name:	Phone:	Email:
Hours of Operation:	Number of Steps:	Elevator:
Loading Dock:		

Special Instructions / Additional Requirements:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT MK1.USA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature _____

Printed Name

Title

Date



Canon U.S.A, Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

Page 2 of 2

Customer: VILLAGE OF BUFFALO GROVE, ILLINOIS

Salesperson: Stephen C. Verdung

Agreement #: MA12765

Transaction #: S21582529

Order Date: 9/9/2026

Customer ("you"):

Company: VILLAGE OF BUFFALO GROVE, ILLINOIS

Contact: Tyler Grace

Address: 50 RAUPP BLVD

Phone: 847-459-2506

City: BUFFALO GROVE

State: IL

Zip: 60089-2138

Email: TGrace@vbg.org

Equipment for Trade-In, Upgrade, or Return

Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
UGTR	3826C002	IRADVDC585 OI	2XW01971	1051 HIGHLAND GROVE DR FIRE ADMINISTRATION BUFFALO GROVE IL 60089-7026	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3826C002	IRADVDC585 OI	2XW01975	46 RAUPP BLVD POLICE DPT PATROL BUFFALO GROVE IL 60089-2139	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3826C002	IRADVDC585 OI	2XW01986	46 RAUPP BLVD POLICE DEPT INVESTIGATIONS BUFFALO GROVE IL 60089-2139	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3826C002	IRADVDC585 OI	2XW01989	50 RAUPP BLVD VILLAGE HALL FINANCE BUFFALO GROVE IL 60089-2138	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3827C002	IRADVDC584 OI	2YJ00569	48 RAUPP BLVD BUFFALO GROVE GOLF COURSE BUFFALO GROVE IL 60089-2138	BRETT ROBINSON 847-459-2545		
UGTR	3827C002	IRADVDC584 OI	2YJ04241	46 RAUPP BLVD POLICE DEPART COMMAND BUFFALO GROVE IL 60089-2139	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3827C002	IRADVDC584 OI	2YJ04244	51 RAUPP BLVD BUFFALO GROVE IL 60089-2138	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3827C002	IRADVDC584 OI	2YJ04421	100 HALF DAY RD FIRE DEPT 27 BUFFALO GROVE IL 60089-6552	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3827C002	IRADVDC584 OI	2YJ04432	401 W HALF DAY RD ARBORETUM CLUB BUFFALO GROVE IL 60089-6548	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3997C002	IRADVDC776 5I	3FR02034	50 RAUPP BLVD VILLAGE HALL MAIL ROOM BUFFALO GROVE IL 60089-2138	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3103C025	ICXLBP1127C	NRJA102780	1650 LEIDER LANE FLEET BUFFALO GROVE IL 60089-6619	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	
UGTR	3103C025	ICXLBP1127C	NRJA102787	1650 LEIDER LANE SIGN SHOP BUFFALO GROVE IL 60089-6619	Tom Wisniewski 847-777-6023	tcwisniewski@vbg.org	



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 14, 2026

AGENDA ITEM 9.c. O-2026-89

Ordinance Providing for an Amended Village Manager Employment Agreement

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance amending the Village Manager Employment Agreement in accordance with the materials contained in the Village Board agenda packet.

Summary

Background

In accordance with 5 ILCS 120/7.3(b), any IMRF employer shall, at least six days before it approves an employee's total compensation package that is equal to or in excess of \$150,000 per year, post on its website the total compensation package for that employee. In accordance with statute, the draft amended Village Manager Employment Agreement was published on the Village's website and made available to the public on September 8, 2026.

Analysis

The proposed amendment extends the agreement through September 1, 2031.

Next Steps

Upon approval, the agreement will be executed by the parties and placed on file with the Village Clerk.

Strategic Alignment

Guiding Principle

Principle 4: High Performing Village Team

Goal

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

File Attachments

1. 09-08-26 Ordinance Amending Village Manager Employment Agreement
2. 09-04-26 DRAFT Bragg Employment Agreement 2026 Amended





ORDINANCE 2026-xxx

AN ORDINANCE PROVIDING FOR AN AMENDED EMPLOYMENT AGREEMENT

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

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

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

WHEREAS, the Agreement was subsequently further amended by Ordinance 2022-139, approved by the Corporate Authorities on December 5, 2022; and

WHEREAS, the Corporate Authorities and Dane C. Bragg wish to further amend the Agreement.

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 Board and Dane C. Bragg agree to amend the Agreement under the terms and conditions set forth and attached hereto as EXHIBIT A, which are hereby approved.

SECTION 3. The Village President is hereby authorized to execute the attached amendment to the Agreement.

SECTION 4. All other terms of the Agreement shall remain in full force and effect.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT

VILLAGE MANAGER EMPLOYMENT AGREEMENT AMENDED AND RESTATED 2026

This Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2026, by and between the Village of Buffalo Grove, an Illinois home rule municipal corporation ("Village") and Dane C. Bragg ("Manager").

RECITALS

WHEREAS, the Village Board offered, and the Village Manager accepted and commenced, service as the chief administrative officer of the Village of Buffalo Grove on or about September 7, 2010 pursuant to an Employment Agreement dated July 14, 2010; and

WHEREAS, the Village Board by Ordinance No. 2014-36 approved an Employment Agreement dated April 21, 2014 between the Village of Buffalo Grove and Dane C. Bragg ("2014 Employment Agreement") which Agreement superseded the 2010 Employment Agreement; and

WHEREAS, the Village Board by Ordinance 2019-023 amended the 2014 Employment Agreement; and

WHEREAS, the Village Board by Ordinance 2022-139 approved the Amended and Restated Employment Agreement 2022; and

WHEREAS, the Village Board has from time to time set specific salary levels and bonuses in accordance with the terms and conditions of the Amended and Restated Employment Agreement 2022, with the latest salary ordinance being Ordinance No. 2026-044; and

WHEREAS, the Village desires to continue the employment of Dane C. Bragg as Village Manager of the Village; and

WHEREAS, Dane C. Bragg desires to continue his employment as Village Manager; and

WHEREAS, it is the purpose and intent of the Board and Dane C. Bragg to extend the Village Manager's employment through September 1, 2031 beginning on and from the date of adoption of this Agreement and subject to the terms below; and

WHEREAS, the Board specifically waives, pursuant to its home rule authority, those certain provisions of the Illinois Municipal Code at 65 ILCS 5/3.1-30-5 and 65 ILCS 5/8-1-7, as same may be applicable to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the Village and the Manager hereby agree as follows:

SECTION I - RECITALS

The foregoing recitals are hereby incorporated into and are deemed to be an integral part of this Agreement.

SECTION 2 – DUTIES

Manager shall perform the functions and duties specified for the Village Manager as more fully

described under Chapter 2.08 of the Village of Buffalo Grove Municipal Code, as may be amended from time to time and shall perform other legally permissible and proper duties and functions as the Board may assign.

SECTION 3 - EMPLOYMENT

This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until (i) terminated by the Board, (ii) terminated by the Manager, or (iii) not renewed by the Board, all as set forth below. During the term of this Agreement, Manager shall be in the exclusive employ of the Village and shall not accept other employment or carry out any other business except that of the position of Village Manager, without prior written consent and approval of the Board.

SECTION 4 - SALARY

A. Manager's current base salary for the year 2026 for services rendered pursuant to Ordinance No. 2026-044 was \$328,757, and is subject to the Board, in its sole discretion, awarding a performance bonus based on achievement of specified goals contemplated in the 2026 performance evaluation.

B. For the years 2027, 2028, 2029, 2030 and 2031, the Manager's annual base salary shall be increased at three and a half percent (3.5%) annually over the prior year's annual base salary.

C. In addition to Manager's base salary, Village will annually deposit an amount equal to five percent (5%) of Manager's base salary into a qualified retirement plan (including, but not limited to a IRC 457, pension, retirement annuity or retiree health savings plan) at the manager's direction.

a. The Village shall have no obligation to, or liability for, investment decisions, loss of principal, tax liability or other gain or loss that may be incurred by the Manager.

b. If the Manager is a) terminated, with or without cause, or b) shall become eligible to and receive a permanent or total disability pension through the Illinois Municipal Retirement Fund, all incentives deposited by the Village shall remain the property of the Manager without limitation and he may not be compelled to reimburse same.

D. The Board may, from time to time and in its sole discretion, establish a performance bonus in addition to the compensation prescribed in Sections 4.B and 4.C., on the basis of the Manager's performance evaluations as set forth in Section 12 below.

E. Manager's base salary is payable in installments at the same time as other employees of the Village are paid.

F. The Manager will have the option of choosing to defer a portion of his compensation in accordance with Section 13 of this Agreement.

SECTION 5 - TERM AND TERMINATION

A. Unless sooner terminated in accordance with the terms set forth herein, the Term of this Agreement shall commence upon the date of adoption by the Board and shall terminate on September 1, 2031, however, the parties may mutually agree to extend this agreement in 30-day increments for up to six

(6) months in total.

B. This Agreement may be terminated by the Board with cause at any time, subject only to the provisions set forth in Section 6 of this Agreement.

C. Either party may terminate this Agreement, at any time, without cause upon not less than ninety (90) days prior written notice to the other party. If the Board notifies Manager of its intent to terminate the Agreement without cause, the Village shall provide Manager with severance pay in the amount noted in Section 7 of this Agreement.

D. This Employment Agreement supersedes all prior employment agreements and amendments.

E. The Village Manager shall provide twelve (12) months' notice before electing to retire and receive an IMRF regular pension other than as may be required in Section 13 of this agreement

SECTION 6 - SEVERANCE WITH CAUSE

A. In the event the Board terminates the Manager with cause, no severance pay will be paid to Manager, but Accrued Benefits (defined below) shall be paid as required by Law. For the purposes of this Agreement, "with cause" shall mean that the Board, at a duly noticed public meeting, has determined that Manager has (i) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of his employment when specifically directed to do so by a majority of the Board at a duly noticed public meeting; or (ii) Manager has been charged with, and convicted of, a felony as defined under the Illinois Compiled Statutes (in the event that Manager is charged with a felony, the Board may, in its sole discretion, choose to suspend Manager with pay during the pendency of any such prosecution); or (iii) Manager has knowingly caused or knowingly allowed any practice, activity, decision or organizational circumstance which is either illegal, immoral, or in violation of the Village's Code of Ethics, the Village's Code of Behavior and Conduct For Village Elected and Appointed Officials or subject to censure under the ICMA Code of Ethics.

B. In the event the Board makes a determination that "cause" exists, as set forth in this Section, the Board may, in its sole discretion, as an alternative to termination, utilize progressive discipline or suspend Manager with or without pay for a period of up to thirty (30) days.

SECTION 7 - SEVERANCE WITHOUT CAUSE

A. In the event the Board terminates the Manager without cause, or the Manager resigns upon an offer to accept his resignation, whether formal or informal, by request of the Board or its designated representative who has been authorized by a majority of the Board, Manager shall be entitled to severance pay as follows:

- If terminated without cause, pay in the amount equal to 75% of Manager's annual base salary at the time of such termination.

B. Manager shall also be entitled to compensation for all earned sick leave (paid into Village's Retirement Health Savings Account), vacation earned but unused, and other accrued benefits to date (collectively, "Accrued Benefits"), calculated based on Manager's annual base salary at the time of termination and/or in conformance with the Village's Personnel Manual.

C. Any payment as part of severance pay hereunder is expressly conditioned upon

Manager's execution of a release of any and all claims Manager has or may have against the Village, its employees and the Board.

D. Any and all payments made by Village to Manager due to termination without cause shall be made to Manager based upon a mutually agreeable schedule so as to minimize any federal and state income tax liabilities. However, if unable to mutually agree, any final payment shall be made in a lump sum, payable within 14 days following termination.

E. Board will annually appropriate a fair amount within the context of its annually adopted Annual Budget so as to legally bind the Village to its obligations set forth herein.

SECTION 8 - VOLUNTARY RESIGNATION – RESTRICTIVE COVENANTS

Manager acknowledges that the Village has invested substantial resources into his professional development. As a result of this investment and his own achievement, Manager has become one of the principal representatives of the Village in all of its various business dealings, and as a representative with the community. Manager further acknowledges that in his role he has formed long-term relationships with numerous members of the business and local government community and serves as the primary agent in the execution of multiple long-term initiatives to the benefit of the Village. Thus, to adequately protect the business interests of the Village and to maintain continuity of operations and leadership, Manager agrees that if he submits his voluntary resignation to the Village during the Term of this Agreement, he shall neither seek nor accept employment as manager, administrator, or equivalent position for any other municipality that has a boundary within 25 miles of any Village boundary for a period of one year. The aforementioned one year restrictive covenant shall not extend beyond the Term of this Agreement.

The restrictive covenant herein shall not apply if the Board exercises its right to a) not renew this Agreement, or b) to terminate the Manager, in accordance with the terms of Section 5 of this Agreement.

Manager shall not be entitled to any severance pay benefits if his resignation is voluntary. However, Manager shall still be entitled to all Accrued Benefits as of the date of such voluntary resignation.

SECTION 9 - INSURANCE COVERAGE

A. Manager shall be covered by the same health, dental and disability plans as all other Village employees, and that coverage shall be in full force and effect immediately upon the date of this Agreement.

B. During the Term of this Agreement, the Village shall continue to maintain the existing life insurance policy for Manager as provided to all other Village employees, the death benefits of which are equal to an amount which is one (1x) times Manager's annual base salary, as adjusted from time to time. Manager shall have the sole and exclusive right to name the beneficiaries of said policies.

SECTION 10 - AUTOMOBILE AND CELLULAR TELEPHONE

A. The Village shall provide an automobile allowance to Manager in the amount of \$600 per month during the term of this Agreement. Said automobile allowance is intended to provide for Manager's costs to own and operate a vehicle and as such, Manager will not be eligible for the reimbursement for gasoline, maintenance or per mile rate allowances in effect from time to time under Internal Revenue Service regulations. However, if Manager is to use his vehicle to travel on Village business greater than 50 miles outside of the Chicago metropolitan area, and it has been determined that the cost to travel by vehicle is less than to cost to travel by air or other means, then the Village shall reimburse the Manager for the cost of fuel purchased in the course of that travel, as documented. The

Manager shall carry liability, property damage and comprehensive insurance, with limits approved by the Village, for the vehicle for which the allowance is provided, and shall name the Village as an additional insured on the insurance policy.

B. The Village shall provide a cellular communications device to Manager, such as a cell phone or other electronic device (the latter based upon the Village's chosen medium for such communications) and a laptop computer and home VPN network connection for both business and his exclusive and reasonable personal use during the term of his employment under this Agreement.

SECTION 11 - LONGEVITY PAY

Manager shall be entitled to Longevity Pay as set forth in the Village's Personnel Manual as amended from time to time.

SECTION 12 - PERFORMANCE EVALUATION

A. The Board shall annually review and evaluate Manager's performance as of April 1st of each calendar year that this Agreement is in force. Manager's review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Manager. Said criteria may be amended from time to time by the Board, in consultation with Manager. The Board shall provide Manager with a summary of the results of the review and provide him with an adequate opportunity to discuss his evaluation with the Board in closed session, as permitted by law.

B. The Manager and Board shall annually define such goals and performance objectives which they determine necessary or prudent for the proper operation of the Village and the attainment of the Board's policy goals and objectives, and they shall further establish a relative priority among those various goals and objectives, which shall generally be attainable within the time limitations specified and within the limitations of the Village's Annual Budget and Capital Improvement Plan.

SECTION 13-DEFERRED COMPENSATION AND RETIREMENT BENEFITS

A. Manager acknowledges that the Village is a member of, and its employees are participants in, the ICMA Retirement Corporation (ICMA/RC) and as such, can participate in the deferred compensation programs offered by ICMA/RC. In addition to the compensation enumerated in Section 4.C, the Village shall pay the employer share and the Manager shall pay the employee share of any tax or pension liability associated with the Manager's elective contributions.

B. Manager shall be covered and governed by the same retirement system (Illinois Municipal Retirement Fund) as all other non-public safety Village employees. Calculations for retirement contributions shall include all compensation normally reported to the Internal Revenue Service and the Illinois Municipal Retirement Fund by the Village.

C. The Board shall, in its sole discretion, consider the offering of an Early Retirement Incentive (ERI) program through the Illinois Municipal Retirement Fund, to be effective during calendar year 2031. The Manager may be eligible and may participate in the ERI program without limitation and subject to the terms and conditions of the program. If the Manager elects to participate in the ERI program, the Manager's retirement notice shall be reduced to three (3) months or the minimum notice requirements mandated by IMRF, whichever is less.

D. If the Board does not approve the offering of an Early Retirement Incentive (ERI) program during calendar year 2031, the Manager shall be entitled to an alternative retirement benefit provided by the Village upon his retirement and equivalent to \$10,000 per year of completed service at the then-current

rate of pay, but in no event shall the total of any alternative benefit paid to the Manager under this Section 13.D of the agreement exceed \$200,000. The Manager shall be entitled to elect and defer taxable compensation so as to minimize any federal and state income tax liabilities. In no event shall the Manager be required to defer his election to retire and receive an IMRF regular pension. Should the Manager retire or resign before January 1, 2031, he shall not be entitled to any alternative retirement benefit under this Section 13.D.

SECTION 14 - VACATION, SICK AND SPECIAL LEAVE

A. The Manager shall accrue vacation leave for his personal use in the same manner as Village employees. The Manager shall periodically consult with the Village President in scheduling vacation leave consistent with the Village's business needs. The Manager shall accrue 29 days of vacation on an annual basis.

B. The Manager may convert and receive compensation in whole or in part for accrued but unused vacation leave. Unless specifically approved in advance by the Board, the conversion shall not exceed 10 total days accrued over the prior 12- month period.

C. Manager will accrue sick leave, and may redeem same, in the same manner as all other Village employees, as set forth in Chapter 13.00 of the Village's Personnel Manual.

D. Manager shall be eligible for Special Leave as set forth in Chapter 14.00 of the Village's Personnel Manual.

SECTION 15 - DUES AND SUBSCRIPTIONS

The Village agrees to budget for and to pay for Manager's reasonable professional dues and subscriptions necessary for his continuation and full participation in national, regional, state and local associations and organizations as a result of his employment as Village Manager, and for other necessary and desirable expenses for his continued professional participation, growth, education and advancement, for the good of the Village.

SECTION 16 - PROFESSIONAL DEVELOPMENT

A. Subject to prior approval of the Board, the Village hereby agrees to budget for and to pay for Manager's reasonable registration fees and travel expenses as authorized in the Village's Personnel Manual (Chapter 18.00) related to professional and official travel, meetings, and occasions it deems necessary to continue his professional development and to adequately pursue necessary official functions of the Village, including but not limited to, the ICMA Annual Conference, the Illinois City/County Management Association summer and winter conferences, and such other national, regional, state and local governmental groups and committees thereof upon which Manager may serve as an officer or member.

B. Subject to prior approval of the Board, the Village also further agrees to reasonably budget for and to pay for registration and travel expenses for short course, institutes and seminars deemed necessary for Manager to maintain his required professional development and education as set forth from time to time as requirements of achieving the ICMA Credentialed Manager program, and maintaining the AICP Certification Program, and for the good of the Village.

SECTION 17 - CIVIC ORGANIZATION MEMBERSHIP

The Board recognizes the desirability of representation in and before local civic and other organizations, and Manager is authorized to become a member of such civic clubs or organizations, should

he so desire and upon agreement as to membership by the Village, and the Village, shall pay all expenses, upon the Board's approval of such membership. Civic club membership shall not include memberships in any public or private clubs. The Village Board has previously authorized civic membership in the Rotary Club of Buffalo Grove through Resolution No. 2010-41, approved on December 6, 2010.

SECTION 18 - GENERAL EXPENSES

A. The Village recognizes that certain expenses of a non-personal and generally job-affiliated nature will be periodically incurred by Manager. The Village agrees to reimburse Manager for these general expenses or to pay said general expenses directly. The Village herein authorizes its Director of Finance and General Services to submit for payment on the Village Warrants reimbursement of expenses referenced herein to Manager or to pay said expenses directly to the vendor based upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

B. The Village shall provide the Manager a credit card for his reasonable travel and related expenses. The Manager shall only use the credit card for Village business and related purposes and no personal charges or expenses shall be charged to the credit card.

SECTION 19 - BUDGET AND APPROPRIATION OF FUNDS

Manager understands that the Board retains, in its sole discretion, the authority to approve both the annual budget and appropriation of funds for the purpose of providing all of the employment benefits set forth in this Agreement.

SECTION 20 - INDEMNIFICATION

In addition to that required under state and local law, the Village shall defend, save harmless, and indemnify Manager from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Manager's duties as prescribed by the Village of Buffalo Grove Municipal Code or the separate directions of the Board. The Village shall have the right to compromise, settle or litigate any such claim or suit, and pay the amount of any settlement or judgment rendered thereon.

SECTION 21 - BONDING

The Village shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

SECTION 22 - NO REDUCTION OF BENEFITS

The Board shall not, at any time during the term of this Agreement, reduce Manager's salary, compensation or other financial benefits. Manager does agree, however, to a reduction of benefits if necessary and fairly applied to other employees of the Village if affected so as to maintain the economic and fiscal viability of the Village as a whole or to properly manage and execute any of its programs of benefits.

SECTION 23 – NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below; (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; (iii) transmitted by facsimile prior to 4:00 P.M. on any business day, with a hard copy to

be deposited in the U.S. Mail on the date of the facsimile transmission; or (iv) given to a recognized and reputable overnight delivery service, to the address or facsimile number set forth below:

If to Manager: Dane C. Bragg
2917 Whispering Oaks Drive
Buffalo Grove, Illinois 60089

If to Village: Eric Smith, Village President
50 Raupp Boulevard
Buffalo Grove, Illinois 60089

Copy: Village Clerk
50 Raupp Boulevard
Buffalo Grove, Illinois 60089

Village Attorney Patrick T. Brankin
Schain Banks
70 W. Madison, Suite 2300
Chicago, Illinois 60602

or at such other address or facsimile number, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

SECTION 24 - GENERAL PROVISIONS

A. This Agreement shall constitute the entire agreement between the parties hereto pertaining to the subject matter herein. All prior and contemporaneous agreements, amendments, representations and understandings of the parties, oral or written, are hereby superseded.

B. No amendment or waiver of any provision of this Agreement will be binding on the Village or Manager unless and until it has been reduced to writing and executed by the Village President, as may be authorized by the Board, and Manager.

C. This Agreement is adopted pursuant to the Village's home rule authority, in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970.

D. This Agreement shall become effective upon adoption and approval by the Board.

E. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Village or Manager of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

F. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach of default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not the jury.

G. Manager acknowledges that this Agreement is not all inclusive of the policies, rules,

benefits and practices of the Village as included within the Village's Personnel Manual as currently adopted and as amended from time to time and as such, acknowledges that his personal conduct relative to his employment is governed by the Village's Personnel Manual.

H. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

I. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

J. Time is of the essence in this Agreement.

K. This Agreement may not be assigned, in whole or in part.

L. This Agreement is entered into in Illinois and shall be construed and interpreted under the laws of the State of Illinois.

M. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of the provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments to this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained.

O. The Board, in consultation with Manager shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to Manager's performance as an employee, provided however, that such terms and conditions are reasonable and not inconsistent or in conflict with the provisions of this Agreement.

P. Except as may be specifically noted herein for Manager, all other provisions of the Village of Buffalo Grove Municipal Code as currently exist or as may hereafter be amended, shall apply to Manager as they would to other employees of the Village.

IN WITNESS WHEREOF, Dane C. Bragg has signed and executed this Agreement as of the day and year first above written, and the Village of Buffalo Grove has caused this Agreement to be signed and executed on its behalf by its Village President as of the day and year first above written.

Village of Buffalo Grove, an Illinois
Home Rule Municipal Corporation

By: _____
Eric Smith, Village President

Dane Bragg