



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
November 1, 2021 at 7:30 PM

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

1. Call to Order

A. Open Meetings Act Compliance

All persons physically attending the meeting will be required to don an appropriate face covering during the duration of the meeting and before entering the Jeffrey S. Braiman Council Chambers. The Village of Buffalo Grove reserves the right to deny entry to any person displaying COVID-19 symptoms. All meeting participants shall observe CDC published guidelines for social distancing while attending the meeting.

B. Pledge of Allegiance

2. Approval of Minutes

A. Village Board - Regular Meeting - Oct 18, 2021 7:30 PM

3. Approval of Warrant

A. Approval of Warrant #1334 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

A. Proclamation Declaring November 4, 2021 to be Diwali Awareness Day (President Sussman) (Staff Contact: Evan Michel)

5. Village Manager's Report

A. Announcement of the 2021 Draft Budget (Dane Bragg) (Staff Contact: Dane Bragg)

B. Northwest Suburban Interfaith Council Programs (President Sussman) (Staff Contact: Dane Bragg)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

A. R-2021-26 Resolution Ceding the 2021 Unused Private Activity Bond Volume Cap of the Village of Buffalo Grove (Including Volume Cap Transferred from Other Lake County Home Rule Units) to Lake County (Trustee Pike) (Staff Contact: Nicole Woods)

SUMMARY: Buffalo Grove is the host of the Lake County Partners Private Activity Bond Clearinghouse. The resolution is required annually so that unused funds can be transferred over to the next year and used in the future.

- B. R-2021-27 Resolution Authorizing the Village Manager to Execute a Professional Service Agreement with SB Friedman and Associates (Trustee Pike) (Staff Contact: Chris Stilling)
- SUMMARY: Attached for the Board's consideration is a resolution authorizing the Village Manager to execute a professional services agreement with SB Friedman and Associates for economic development planning, proforma development, and TIF consulting for the Lake Cook Road TIF Disitrc. These expenses are eligible to be reimbursed through TIF funds.
- C. O-2021-79 Ordinance Amending the Wold Ruck Pate Agreement (Trustee Stein) (Staff Contact: Tom Wisniewski)
- SUMMARY: Staff recommends authorizing the Village Manager to execute an amendment to the agreement with Wold Ruck Pate for Architectural Services, pending review and approval of the amendment by the Village Attorney.
- D. O-2021-80 Ordinance Adding a No Left Turn at Tripp Elementary School (Trustee Johnson) (Staff Contact: Darren Monico)
- SUMMARY: Amending the Traffic Ordinance relating to a turning restriction at Tripp Elementary School
- E. O-2021-78 Ordinance Reserving a Class a Liquor License for WJ Golf Located at 401 Half Day Road (President Sussman) (Staff Contact: Jessie Brown)
- SUMMARY: A Class A liquor license is reserved for WJN Golf, LLC d/b/a WJ Golf at 401 Half Day Road. This reservation is subject to the applicant completing Village requirements for said license on or before January 30, 2022.
- F. O-2021-82 North Shore Gas Easement Grant (Trustee Johnson) (Staff Contact: Darren Monico)
- SUMMARY: The North Shore Gas Company is requesting an easement at the northwest corner of the Route 22 and Buffalo Grove Road intersection within the Arboretum Golf Course.

9. Ordinances and Resolutions

- A. O-2021-81 Authorization to Purchase Road Salt for the 2021-2022 Winter Season (State of Illinois Joint Bid) (Trustee Stein) (Staff Contact: Tom Wisniewski)
- B. O-2021-83 Authorization to Expend Additional Funds for Street Light Maintenance (Trustee Stein) (Staff Contact: Tom Wisniewski)
- C. O-2021-84 Ordinance Authorizing the Village Manager to Replacement Backhoe (FEL2) (Trustee Stein) (Staff Contact: Brett Robinson)

10. Unfinished Business

11. New Business

- A. Authorize the Execution of a Memorandum of Understanding with Kensington Development Group LLC for the Redevelopment of the Town Center Property and Referral to the Planning & Zoning Commission (Trustee Pike) (Staff Contact: Chris Stilling)
- B. Truth in Taxation Determination (Trustee Weidenfeld) (Staff Contact: Chris Black)

12. Questions From the Audience

Questions from the audience are limited to items that are not on the regular agenda. In accordance with Section 2.02.070 of the Municipal Code, discussion on questions from the audience will be limited to 10 minutes and should be limited to concerns or comments regarding issues that are relevant to Village business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to individuals. Speakers shall use every attempt to not be repetitive of points that have been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Executive Session

- A. Executive Session - Section 2(C)(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. (President Sussman) (Staff Contact: Dane Bragg)

14. Adjournment

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

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 459-2525 to allow the Village to make reasonable accommodations for those persons.

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD, BUFFALO GROVE,
ILLINOIS, MONDAY, OCTOBER 18, 2021**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Chris Stilling, Deputy Village Manager; Patrick Brankin, Village Attorney; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resources Management Analyst; Chris Black, Director of Finance; Nicole Woods, Deputy Community Development Manager; Monika Kazmierski, Public Works Management Analyst; Darren Monico, Village Engineer; Mike Skibbe, Director of Public Works; Kyle Johnson, Assistant Director of Public Works; Brett Robinson, Administrative Services Director; Tom Wisniewski, Buyer; Police Chief Casstevens; and Deputy Fire Chief Wagner.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Weidenfeld, to approve the minutes of the September 20, 2021 Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Moved by Smith, seconded by Johnson, to approve the minutes of the September 27, 2021 Special Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Moved by Johnson, seconded by Weidenfeld, to approve the minutes of the October 4, 2021 Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSTAIN: 1 – Smith

Motion declared carried.

WARRANT #1333

Mr. Black read Warrant #1333. Moved by Ottenheimer, seconded by Stein, to approve Warrant #1333 in the amount of \$5,149,829.50 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Minutes Acceptance: Minutes of Oct 18, 2021 7:30 PM (Approval of Minutes)

VILLAGE PRESIDENT'S REPORT

President Sussman appointed Gowri Magati to the **Rick Kahen Commission for Residents with Disabilities**.

Moved by Weidenfeld, seconded by Ottenheimer, to concur with President Sussman's appointment. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE MANAGER'S REPORT

There was no Village Manager's report tonight.

REPORTS FROM TRUSTEES

Trustee Smith reported that yesterday was the last day of the **2021 Farmer's Market**, and noted that it was again a huge success and thanked the committee, the vendors, and the shoppers for their support.

CONSENT AGENDA

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

Proclamation - Trick or Treat Day

Motion to approve a Proclamation declaring Sunday, October 31, 2021 as Trick or Treat Day in Buffalo Grove, encouraging the cooperation of all citizens, young and old, to make this a happy and safe occasion for children.

Proclamation – Breast Cancer Awareness

Motion to approve a Proclamation recognizing October 2021 as Breast Cancer Awareness Month in Buffalo Grove and encouraging Village residents to support fund-raising efforts for enhanced research and support programs.

Proclamation – Native American Heritage

Motion to approve a Proclamation recognizing November 2021 as Native American Heritage Month in the Village of Buffalo Grove.

Proclamation – World Polio Day

Motion to approve a Proclamation recognizing World Polio Day 2021 in Illinois to raise awareness of Polio disease and in support of Polio Research Illinois' important efforts to improve the quality of life of those who are battling this disease.

Ordinance No. 2021-75 – No Parking Signs

Motion to pass Ordinance No. 2021-75, *No Parking* signs required to complete the collector route construction on certain sections of Thompson Boulevard and Brandywyn Lane

Ordinance No. 2021-76 – Inter-Governmental Agreement

Motion to pass Ordinance No. 2021-76, approval of an Inter-Governmental Agreement with the State of Illinois for a Department of Commerce & Economic Opportunity (DCEO) Grant.

Contract Extensions

Motion to authorize execution of contract extensions with multiple vendors:

- One year extension of the agreement with MGP to provide Geographical Information Services (GIS)
- Fifth and final contract option with Presstech for Newsletter Printing Services
- First two year contract option with Crystal Maintenance Services for Custodial services
- First two year contract option with Melrose Pyrotechnics for Pyrotechnic services
- Third year contract option with DataProse LLC for Utility Bill Printing and Mailing Services
- First year contract option with ImageTrend for data collection and evaluation services
- First year contract option with Fire Services Inc. for Fire Department Fleet Maintenance
- First year contract option with B&F Construction Code Services for contract inspections and plan review services
- First and final contract option with Peter Baker for UPM cold patch material
- Sixth year contract option with North American Midway Entertainment for rides and amusements at Buffalo Grove days 2022

Ordinance No. 2021-71 – Prairie House Tavern

Motion to pass Ordinance No. 2021-71, Prairie House Tavern, 2710 Main Street. A Class A liquor license is reserved for TK Tavern, Inc. d/b/a Prairie House Tavern at 2710 Main Street. This reservation is subject to the applicant completing Village requirements for said license on or before January 16, 2022.

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

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2021-72 – 201 & 251 N. MILWAUKEE AVENUE

Moved by Pike, seconded by Johnson, to pass Ordinance No. 2021-72, approving an Amendment to Ordinance No. 93-5, Rezoning to B3, Final Plat of Subdivision and Variations for 201 & 251 N. Milwaukee Avenue.

Ms. Woods reviewed the proposed ordinance, details of which are contained in Mr. Stilling's memo to Mr. Bragg of October 18, 2021, after which she answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2021-77 – LINK CROSSING

Moved by Pike, seconded by Smith, to pass Ordinance No. 2021-77, approving a termination of the Assignment and Assumption Agreement of the Annexation Agreement and Development Improvement Agreement for the Link Crossing Development. Staff recommends approval, subject to the final review and approval of the Village Attorney.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated October 18, 2021, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2021-73 – FEES

Moved by Johnson, seconded by Pike, to pass Ordinance No. 2021-73, amending Title 1.16 of the Village Code as it relates to Planning and Zoning Commission Fees and Permit Fees, in accordance with materials contained in Board packets.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo from her and Ms. Brown to the Board of October 14, 2021.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2021-74 – PERMIT PROCESSES

Moved by Pike, seconded by Weidenfeld, to pass Ordinance No. 2021-74, amending Title 15.04.020 of the Village Code as it relates to Permits and Permit Processes.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo from her and Ms. Brown of October 14, 2021.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2021-25 – WEX FUEL CARDS

Moved by Stein, seconded by Johnson, to pass Resolution No. 2021-25, authorizing execution of an Agreement with WEX Fuel Cards through the State Contract, in accordance with materials contained in Board packets.

Ms. Kazmierski reviewed the proposed resolution, details of which are contained in her memo to Mr. Stilling of October 11, 2021.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

Moved by Weidenfeld, seconded by Smith, to move to Executive Session to discuss **Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees and Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.** Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 8:06 P.M. until 8:55 P.M.

ADJOURNMENT

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

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

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 8:56 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 1st DAY OF November 2021

Village President

Minutes Acceptance: Minutes of Oct 18, 2021 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1334****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1334 \$2,151,384.12

ATTACHMENTS:

- W# 1334 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, November 1, 2021

VILLAGE OF BUFFALO GROVE WARRANT #1334
1-Nov-21

General Fund:	67,941.61
Parking Lot Fund:	0.00
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	39,124.00
Capital Projects-Vehicles/Equipment:	242,920.99
Capital Projects-Streets:	65,387.21
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	0.00
Water Fund:	472,573.02
Buffalo Grove Golf Fund:	83,559.05
Arboretum Golf Fund:	145,060.49
Refuse Service Fund:	0.00
Information Technology Internal Service Fund:	18,237.30
Central Garage Internal Service Fund:	41,400.21
Building Maintenance Internal Service Fund:	25,997.61
	<u>1,202,201.49</u>
PAYROLL PERIOD ENDING 10/28/2021	949,182.63
	<u>949,182.63</u>
TOTAL WARRANT #1334	<u><u>2,151,384.12</u></u>

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

 Village Clerk

 Village President

Attachment: W# 1334 SUMMARY (Approval of Warrant #1334)



Information Item : Proclamation Declaring November 4, 2021 to be Diwali Awareness Day

Recommendation of Action

N/A

SUMMARY: Proclamation Declaring November 4, 2021 to be Diwali Awareness Day in the Village of Buffalo Grove.

ATTACHMENTS:

- Diwali Proc (DOC)

Trustee Liaison
Sussman

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, November 1, 2021

Village of Buffalo Grove

PROCLAMATION RECOGNITION OF SIGNIFICANCE OF DIWALI

WHEREAS, the Hindu American Foundation and over one billion celebrants worldwide reverently observe the festival of Diwali, the “Festival of Lights” symbolizing the victory of dharma, and good over evil;

WHEREAS, Diwali is one of the most celebrated festivals of great significance to Hindus, Sikhs, Jains, and Buddhists; and

WHEREAS, Diwali falls on Thursday, November 4 this year in accordance with the lunar calendar, and brings together families, friends, and communities here in the U.S. and around the globe in goodwill, peace, and a shared sense of renewal; and

WHEREAS, the U.S. Congress officially passed unanimous resolutions since 2007 recognizing the religious and historical significance of Diwali; and

WHEREAS, celebrants renew their commitment to upholding values of truth, non-harming, and restraint through their thoughts, words, and actions;

WHEREAS, Diwali is a time for dana (charitable giving) and seva (selfless service) by bringing light in the form of wisdom, knowledge, nourishment, and shelter in order to alleviate the tangible forms of suffering, such as hunger, disease, and poverty;

WHEREAS, the shared Indian holiday of Diwali signifies a special time of peace and serenity with the hope of building bridges of understanding and tearing down barriers of intolerance; and

WHEREAS, Diwali is celebrated by many Hindus as a day of thanksgiving for the homecoming of Lord Rama and the beginning of the new year for many Hindus; and

WHEREAS, Diwali is a festival of lights during which celebrants light diyas, small oil lamps, place them around the home, and pray for knowledge, peace, and universal well-being; and

WHEREAS, for Sikhs, Diwali is celebrated as the day that the sixth founding Sikh Guru, or revered teacher, Guru Hargobind, was released from captivity by the Mughal Emperor Jahangir; and

WHEREAS, for Jains, Diwali marks the anniversary of the attainment of moksha, or liberation, by Mahavira, the last of the Tirthankaras (the great teachers of Jain dharma), at the end of his life in 527 B.C.; and

WHEREAS, for Buddhists, especially Newar Buddhists, Diwali is commemorated as Ashok Vijayadashami, the day the great Emperor Ashoka embraced Buddhism as his faith.

NOW, THEREFORE, BE IT RESOLVED that I Beverly Sussman, President of the Village of Buffalo Grove, does hereby recognize the religious and historical significance of Diwali, the Festival of Lights and Diwali’s message of tolerance, compassion, and the victory of good over evil which resonates with the American spirit; and

BE IT FURTHER RESOLVED that the Village of Buffalo Grove proudly expresses its deepest respect for Indian Americans and South Asian Americans throughout the world and here in the Buffalo Grove community, and all those who celebrate the Festival of Diwali on November 4, 2021 and likewise encourages all the people of Buffalo Grove to join us in recognizing the contributions of all Hindu, Sikhs, Jains, and Buddhists active in all aspects of our vibrant economy and civic society. On this 4th day of November 2021;

Proclaimed this 1st day of November, 2021.



Beverly Sussman, Village President

Attachment: Diwali Proc (Diwali Day Proclamation)



Information Item : Announcement of the 2021 Draft Budget

Recommendation of Action

N/A

The 2021 Village of Buffalo Grove Draft Budget is now available for public inspection on the village website at: <http://www.vbg.org/budget>.

Trustee Liaison

Village Manager Bragg

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, November 1, 2021	
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Information Item : Northwest Suburban Interfaith Council Programs

Recommendation of Action

N/A.

Richard Rosen from the Northwest Suburban Interfaith Council will provide an overview of their upcoming events and programs.

Trustee Liaison

Sussman

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, November 1, 2021	
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Resolution No. R-2021-26 : Resolution Ceding the 2021 Unused Private Activity Bond Volume Cap of the Village of Buffalo Grove (Including Volume Cap Transferred from Other Lake County Home Rule Units) to Lake County

Recommendation of Action

Staff recommends approval.

SUMMARY: Buffalo Grove is the host of the Lake County Partners Private Activity Bond Clearinghouse. The resolution is required annually so that unused funds can be transferred over to the next year and used in the future.

ATTACHMENTS:

- Buffalo Grove Resolution Ceding 2021 PABC with Exhibit (PDF)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Monday, November 1, 2021

RESOLUTION NO. 2021-

A RESOLUTION CEDING THE 2021 UNUSED PRIVATE ACTIVITY BOND VOLUME CAP OF THE VILLAGE OF BUFFALO GROVE (INCLUDING VOLUME CAP TRANSFERRED FROM OTHER LAKE COUNTY HOME RULE UNITS) TO LAKE COUNTY.

WHEREAS, the Village of Buffalo Grove, Cook and Lake Counties, Illinois (the "Village") is a municipality and a home rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

WHEREAS, in order to facilitate economic development both in the Village of Buffalo Grove and in Lake County, Illinois, the Village has received Volume Cap from the Lake County Home Rule Municipalities in the amounts identified in Exhibit A to consolidate management under control of a single Home Rule entity in cooperation with Lake County Partners Private Activity Bond Clearinghouse (the "PABC"); and

WHEREAS, tax exempt private activity bonds provide for opportunities to increase business and commerce and relieve conditions of unemployment; and

WHEREAS, the PABC has \$ 37,617,250 of calendar year 2021 unused Volume Cap available from Lake County Home Rule Units; and

WHEREAS, the PABC has recommended that it is in the best interest of the Village of Buffalo Grove to transfer \$37,617,250 of unused Volume Cap to Lake County, Illinois and thereby permit Lake County to issue tax-exempt private activity bonds to finance multi-family projects; and

WHEREAS, it is in the best interest of the Village, Lake County Home Rule Municipalities, and Lake County Partners to collect the anticipated 1.0% Volume Cap fee as soon as possible; and

WHEREAS, the Village will report this transfer of \$37,617,250 of unused Volume Cap to Lake County, Illinois to the State of Illinois Bureau of the Budget as soon as reasonably possible; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF THE VILLAGE OF BUFFALO GROVE:

- Section 1. That the Village of Buffalo Grove hereby transfers \$37,617,250 of unused Volume Cap to Lake County, Illinois.
- Section 2. The PABC and the Village shall both retain a copy of this Resolution in their records for a minimum of 30 years. Notice of this Resolution together with a copy of this Resolution shall be given in writing by the Village after passage and approval hereof.
- Section 3. That the officials of the Village are hereby authorized, empowered, and directed to take all necessary or advisable actions concerning the execution and implementation of this Resolution.
- Section 4. That this Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed and approved this ____ day of _____, 2021.

AYES: _____

NAYES: _____

ABSENT: _____

ADOPTED: _____, 2021.

APPROVED: _____, 2021.

ATTEST:

Village President

Village Clerk

[illegible]



Resolution No. R-2021-27 : Resolution Authorizing the Village Manager to Execute a Professional Service Agreement with SB Friedman and Associates

Recommendation of Action

Staff recommends approval.

SUMMARY: Attached for the Board's consideration is a resolution authorizing the Village Manager to execute a professional services agreement with SB Friedman and Associates for economic development planning, proforma development, and TIF consulting for the Lake Cook Road TIF District. These expenses are eligible to be reimbursed through TIF funds.

ATTACHMENTS:

- SBF Memo (DOCX)
- SBF Res (DOCX)
- SBF Buffalo Grove - PPP Support – 10-20-21v2 (PDF)

Trustee Liaison

Pike

Staff Contact

Chris Stilling, Community Development

Monday, November 1, 2021

VILLAGE OF BUFFALO GROVE



DATE: October 28, 2021

TO: Dane Bragg, Village Manger

FROM: Christopher Stilling, Deputy Village Manger

SUBJECT: Professional Service Agreement with SB Friedman and Associates

Background

Attached for the board's consideration is a resolution authorizing the Village Manager to execute a professional services agreement with SB Friedman and Associates (SBF) for economic development planning, proforma development, and TIF consulting. Since 2020, the Village has engaged the services of SBF to prepare the materials and projections necessary for the Lake Cook Road TIF. Since that time, SBF has also provided preliminary revenue and increment projections on behalf of the Village to assist with the redevelopment of the Town Center Property. As the Village is looking to further refine and develop a Redevelopment Agreement with Kensington Partners, staff is seeking authorization to continue to use SBF to assist with the financial review of the deal. All of SBF expenses are eligible to be reimbursed through TIF funds.

Staff Recommendation

Staff recommends that the Village Board approve the attached Resolution authorizing the Village Manager to execute the attached professional services agreement with SBF in an amount not to exceed \$45,000.

RESOLUTION NO. 2021- _____

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE PROFESSIONAL SERVICES
AGREEMENT WITH SB FRIEDMAN AND ASSOCIATES**

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

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

Section 1. The Village Board authorizes the Village Manager to execute the attached professional services agreement with SB Friedman and Associates for economic development planning, proforma development, and TIF consulting in an amount not to exceed \$45,000. These expenses are eligible to be reimbursed through TIF funds.

Section 2. This Resolution shall be in full force and in effect from and after its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

Approved:

Village President

ATTEST:

Village Clerk

Attachment: SBF Res (R-2021-27 : Resolution Authorizing the Village Manager to Execute a Professional Service Agreement)



October 20, 2021

Mr. Dane Bragg
Village Manager
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Re: Public-Private Partnership Support - Hourly Services Request for Fee Authorization

Dear Mr. Bragg:

The Village of Buffalo Grove (the "Village") approved the Lake Cook Road Tax Increment financing district in 2020. The Village anticipates needing support regarding a variety of issues surrounding the responsible formation of public-private partnerships for economic development projects.

Our goal is to work to protect Village interests while helping projects move efficiently and effectively through the evaluation phase, and, if the Village desires, to and through construction. In order to support these Village-led efforts, we request authorization to assist in a variety of areas depending on the needs of the Village and the details of the proposed projects that come forward. Below we outline some of the types of work we could conduct as well as our billing approach and other business terms.

Scope of Work

Our specific scope of work will be defined as we learn more about the projects and needs of the Village. Key areas where we can be of assistance include:

- Meetings, calls and presentations
- Analyses as requested by the Village, such as:
 - Evaluating TIF eligible costs and projected incremental property taxes
 - Benchmarking operating pro forma rent/income and expense assumptions, including phasing and absorption, against local market data and comparable projects
 - Reviewing project financing sources and terms, and evaluating the maximization of debt, presence of a reasonable amount of equity, and adherence to commonly accepted market terms
- Memo writing
- Term sheet negotiation support

Timeframe and Fees

We will work with you to define our work plan in ways that are most useful to Village staff and elected officials. We request a fee and expense authorization of up to \$45,000. We will not exceed this amount without further authorization from you.

Compensation for these services will be based on the time required at the current hourly rates of the personnel involved. For assignments of this type, the following current hourly rates apply:

Senior Vice President	\$280
Vice President	\$240
Project Manager	\$235
Associate Project Manager	\$210
Associate	\$170
Research Associate	\$155

These rates will be in effect until December 31, 2022, at which time rates are subject to adjustment to reflect compensation changes and promotions of individuals.

In addition to professional fees, we will invoice for such direct expenses as local travel and mileage, tolls, parking, data acquired specifically for this assignment, use of owned or licensed data bases, photocopying, long-distance telephone related to research, telecopy, messenger services, and similar direct expenses.

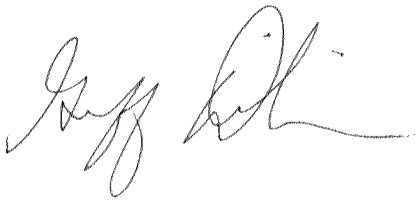
Invoices will be rendered not more frequently than monthly and will be payable within 45 days. We will provide detailed information on the time expended as part of our invoices. Travel time will be charged to the extent that it exceeds the normal commuting time of the professional staff involved. In the event that the decision is made to discontinue our services for any reason, our compensation will be limited to time and expenses incurred to the date that you notify us of such decision.

The attached "Limitations of Engagement" apply to this engagement.

Acceptance Procedures

We appreciate the opportunity to assist the Village. Please sign and return a copy of this letter to indicate your agreement to these terms.

Sincerely,



Geoff Dickinson, AICP
Senior Vice President

Accepted: _____

Printed Name Title Date

LIMITATIONS OF ENGAGEMENT

Our reports, tables and financial analyses will be based on estimates, assumptions and other information developed from research, knowledge of the industry, and meetings during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the report to reflect events or conditions which occur subsequent to the date of the report. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in assessment practices, changes in the TIF statute, interest rates, and other factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our reports, tables and analyses will be intended solely for submission to the Village for informational purposes and for the purposes of selecting a developer. They should not be relied upon by any other person, firm or corporation, or for any other purposes. Neither the reports nor their contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors.



Ordinance No. O-2021-79 : Ordinance Amending the Wold Ruck Pate Agreement

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends authorizing the Village Manager to execute an amendment to the agreement with Wold Ruck Pate for Architectural Services, pending review and approval of the amendment by the Village Attorney.

ATTACHMENTS:

- Architectural Services Memo (DOCX)
- Architectural Services Ordinance (DOCX)
- Amendment 1 to Wold Agreement (DOCX)

Trustee Liaison

Stein

Staff Contact

Tom C. Wisniewski, Village Board

Monday, November 1, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 28, 2021

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Architectural Services

Recommendation

Staff recommends authorizing the Village Manager to execute an amendment to the agreement with Wold Ruck Pate for Architectural Services, pending review and approval of the amendment by the Village Attorney.

Background

On February 27, 2017 the Village entered into a five-year agreement with Wold Ruck Pate for Architectural Services. During the last five years Wold Ruck Pate has been a valued partner and their overall performance has met the Village's expectations. After discussions with Village staff, Wold Ruck Pate decreased their rates. Staff recommends amending this agreement to adopt the revised Schedule of Prices and allow for a one-year term with four possible one-year extensions for Architectural Services.

Total Spend with Wold Last 3 years	
2019	\$ 8,640.00
2020	\$ 12,900.00
2021 as of 10/25	\$ 1,700.00

Reduction in Rates

Project Cost	< \$100,000	\$100,000 - 500,000		\$500,000 - \$2,000,000		> \$2,000,000		> \$10,000,000	
Type of Work	New Construction, Renovations and Additions	New Construction	Renovations and Additions	New Construction	Renovations and Additions	New Construction	Renovations and Additions	New Construction	Renovations and Additions
% of Cost	Negotiated Fixed Fee Based on Anticipated Scope*	-6.5% 6.45%	-8.5% 8.45%	-6.25% 6.2%	-6.0% 7.9%	-6.0% 5.9%	-7.75% 7.65%	-6.0% 5.85%	-7.5% 7.35%

ORDINANCE 2021- _____

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AMENDMENT TO THE WOLD RUCK PATE AGREEMENT
FOR ARCHTECTECTURAL SERVICES**

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

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

WHEREAS, it is in the best interest of the Village to execute an amendment to extend the terms of 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 Manager is authorized to execute an amendment to the agreement with Wold Ruck Pate for Architectural Services, pending review and approval of the amendment by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Architectural Services Ordinance (O-2021-79 : Amendment to the Wold Ruck Pate Agreement)

**AMENDMENT #1 TO VILLAGE OF BUFFALO GROVE
AND
WOLD | RUCK PATE
ARCHITECTURAL SERVICES AGREEMENT**

This Amendment is entered into this ____ day of _____, 2021 by and between The Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and Wold | Ruck Pate. (hereinafter the "CONSULTANT").

RECITALS

Whereas, the VILLAGE and the CONSULTANT have previously entered into an Agreement dated February 27, 2017 (hereinafter the "AGREEMENT")

Whereas, the VILLAGE and the CONSULTANT find that it is in their best interests to amend the AGREEMENT.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth the VILLAGE and the CONSULTANT agree to amend the AGREEMENT as follows:

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

F. Term. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for a period of one year beginning 1/1/2022 with four possible one-year extensions. At the end of any term, the Village of Buffalo Grove reserves the right to extend this Agreement for a period of up to sixty (60) days for the purpose of getting a new agreement in place.

EXHIBIT A. SCHEDULE OF PRICES

Project Cost	< \$100,000	\$100,000 - 500,000		\$500,000 - \$2,000,000		> \$2,000,000		> \$10,000,000	
Type of Work	New Construction, Renovations and Additions	New Construction	Renovations and Additions	New Construction	Renovations and Additions	New Construction	Renovations and Additions	New Construction	Renovations and Additions
% of Cost	Negotiated Fixed Fee Based on Anticipated Scope*	-6.5% 6.45%	-8.5% 8.45%	-6.25% 6.2%	-6.0% 7.9%	-6.0% 5.9%	-7.75% 7.65%	-6.0% 5.85%	-7.5% 7.35%

EXECUTION

This Amendment is entered into as of the date first written above.

CONSULTANT:

Wold | Ruck Pate

By: _____

TITLE

VILLAGE:

THE VILLAGE OF BUFFALO GROVE

By: _____

VILLAGE MANAGER

Attachment: Amendment 1 to Wold Agreement (O-2021-79 : Amendment to the Wold Ruck Pate Agreement)



**Ordinance No. O-2021-80 : Ordinance Adding a No Left Turn at
Tripp Elementary School**

Recommendation of Action

Staff recommends approval.

SUMMARY: Amending the Traffic Ordinance relating to a turning restriction at Tripp Elementary School

ATTACHMENTS:

- Tripp Elementary traffic flow memo 21-1022 (DOCX)
- Ordinance Tripp Elementary 21-1022 (DOCX)

Trustee Liaison
Johnson

Staff Contact
Darren Monico, Public Works

Monday, November 1, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 22, 2021

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Tripp Elementary School No Left Turn

Upon review of the Tripp Elementary School traffic flow for the afternoon parent pickup, the Police Department and the school is recommending a no left turn restriction for northbound Highland Grove Drive to turn left into the northern entrance of the small turnaround as shown on the map below. The turning restriction would be from 3pm to 3:45 pm on weekdays only. This would not affect the normal traffic patterns on Highland Grove Drive. Staff recommends approval of this traffic ordinance update.



ORDINANCE NO. 2021 - _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER BG-11, RULES OF THE ROAD, OF THE VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

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

WHEREAS, in order to provide safe and efficient traffic flow along Highland Grove Drive in the vicinity of Tripp Elementary School, an additional turning restriction is recommended; and,

WHEREAS, the recommendation of the Village Engineer has been presented to the Corporate Authorities.

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

Section 1: Section BG-11-208 of the Village of Buffalo Grove Municipal Code Title 10 is hereby amended by amending Subsection (U) to read as follows:

BG-11-208(U) – Turning restriction - Tripp Elementary School northern entrance on Highland Grove Drive.

No vehicles or combination of vehicles shall turn left from northbound Highland Grove Drive into the Tripp Elementary School's northernmost entrance driveway between the hours of 3:00 p.m. and 3:45 p.m. on school days.

Section 2: Any person violating any portion of this Chapter shall be punished according to the provisions of Chapter 1.08 of the Buffalo Grove Municipal Code.

Section 3: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law. This Ordinance may be published in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

PUBLISHED: _____, 2021

APPROVED:

Village President

ATTEST:

Village Clerk



Ordinance No. O-2021-78 : Ordinance Reserving a Class a Liquor License for WJ Golf Located at 401 Half Day Road

Recommendation of Action

Staff recommends approval.

SUMMARY: A Class A liquor license is reserved for WJN Golf, LLC d/b/a WJ Golf at 401 Half Day Road. This reservation is subject to the applicant completing Village requirements for said license on or before January 30, 2022.

ATTACHMENTS:

- Ord Class A - reserve WJN Golf LLC dba WJ Golf (DOCX)

Trustee Liaison
Sussman

Staff Contact
Jessie Brown, Community Development

Monday, November 1, 2021

Underlined = addition

~~Strikethroughs~~ = deletion

10/26/2021

ORDINANCE NO. 2021 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

Section 1. Subsection A. of Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~striketrough~~ and additions in underline text so that Subsection A. of Section 5.20.072 shall provide as follows:

A. Class A. Licensee and d/b/a	Address
1. Luma, LLC d/b/a Lou Malnati's	85 South Buffalo Grove Road
2. Select Restaurants, Inc. d/b/a Countyline Tavern	800 Lake-Cook Road
3. Rack 'Em Up Chicago, Inc.	312 McHenry Road
4. The Schwaben Center	301 Weiland Road
5. Midas Banquets, Inc. d/b/a Astoria Banquets	1375 W. Dundee Road
6. Progressive Management Services, LLC	401 Half Day Road
7. Chef Adam, Inc. d/b/a The Grove Banquets and Catering	301 Weiland Road
8. La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant	220 N. Milwaukee Avenue
9. K1 Speed, Inc.	301 Hastings Lane
10. Leiserv, LLC d/b/a Bowlero – Buffalo Grove	350 McHenry Road
11. Le Presa Restaurant, Inc.	86 W. Dundee Road
12. BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
13. Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs	1224 W. Dundee Road
14. Telugu Ruchulu of BG, LLC d/b/a Nawabi Hyderabad House Biryani Place	228 McHenry Road

- | | |
|---|--------------------------|
| 15. Themis's Pizza, LLC d/b/a Giordano's of Buffalo Grove | 270 McHenry Road |
| 16. FREP PH Management, LLC | 2710 Main Street |
| 17. Yang Group, Inc. d/b/a Sushi Grove | 154 McHenry Road |
| 18. AAA Restaurant, Inc. d/b/a Flambe India | 1155 McHenry Road #102B |
| 19. TK Tavern, Inc. d/b/a Prairie House Tavern | 2710 Main Street |
| 20. <u>WJN Golf, LLC d/b/a WJ Golf</u> | <u>401 Half Day Road</u> |

Section 2.

- A. A Class A liquor license is reserved for WJN Golf, LLC d/b/a WJ Golf at 401 Half Day Road. This reservation is subject to the applicant completing Village requirements for said license on or before January 30, 2022. The Village Manager shall have the authority to extend the January 30, 2022 date for good cause shown. If not so extended, this reservation shall cease.
- B. This Section shall not be codified.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Ordinance No. O-2021-82 : North Shore Gas Easement Grant

Recommendation of Action

Staff recommends approval.

SUMMARY: The North Shore Gas Company is requesting an easement at the northwest corner of the Route 22 and Buffalo Grove Road intersection within the Arboretum Golf Course.

ATTACHMENTS:

- Memo North Shore Gas easement 21-0803 (DOCX)
- EASEMENT_North Shore Gas_v10-14-2021 (DOCX)
- Easement Ordinance_North Shore Gas_10-22-2021 (DOCX)
- IL ROUTE 22_BUGR RD_8_25_2021 (PDF)

Trustee Liaison

Johnson

Staff Contact

Darren Monico, Public Works

Monday, November 1, 2021

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: August 3, 2021
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: North Shore Gas Easement Arboretum Golf Course

On July 28th, a contractor damaged a North Shore Gas Main along Route 22 near the Arboretum Golf Course. North Shore Gas is proposing a replacement gas main at the northwest corner of Route 22 and Buffalo Grove Road within the Arboretum Golf Course. The location is at the edge of the golf course and will not impact golf operations in any way as shown in the attached documents.

Staff recommends approval of the easement.

**THIS INSTRUMENT PREPARED
BY AND RETURN TO:**
Patrick T. Brankin
Schain, Banks, Kenny & Schwartz,
Ltd.
Three First National Plaza
70 West Madison Street
Suite 2300
Chicago, Illinois 60602

**GRANT OF PERPETUAL UTILITY EASEMENT AND TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT**

This **GRANT OF PERPETUAL UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (the "Agreement") is made and entered into this _____, 2021 ("Effective Date"), by and **between North Shore Gas Company**, ("Grantor") and the **VILLAGE OF BUFFALO GROVE**, a municipal corporation organized under the laws of the State of Illinois (hereinafter sometimes referred to as "Grantee," or "Village"). (Grantor and Grantee shall each sometimes hereinafter be individually referred to as "Party" or, collectively, "Parties").

R E C I T A L S:

WHEREAS, Grantor is the owner of the real property located in the Village of Buffalo Grove, Illinois ("Village"), legally described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, Grantee desires to lay, install, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, remove, change the size of or abandon in place all or any part of gas main(s) or service pipe(s) and such drips, valves, valve boxes, regulators, fittings, meters and other equipment and appurtenances as may be necessary, convenient or desirable for such operations (hereinafter called "Facilities"), as further defined below, that will allow the property to access the gas main(s) on a portion of the Property, it being agreed by the Parties that Grantee shall construct, install, complete and pay for said Facilities, pursuant to separate plans and as set forth in a separate agreement. Grantor shall allow Grantee temporary access, ingress and egress to a portion of the Property for construction, installation and completion of said Facilities;

Attachment: EASEMENT_North Shore Gas_v10-14-2021 (O-2021-82 : North Shore Gas Easement Grant)

WHEREAS, Grantee and Grantor have further agreed that the work to construct the Facilities will consist of the following: (i) Installation by means of directional drilling and open cut trench, (ii) Installation shall be within the limits described and shown within Exhibit A, (iii) removal and replacement of curbs and gutters, as required, and (iv) restoration of any affected landscaping, as required;

WHEREAS, Grantor shall grant to Grantee, its successors, assigns and the general public, a certain non-exclusive, perpetual Utility easement ("Utility Easement") for access, ingress and egress of the Facilities by Grantee or its agents on, over, across, above, through, in and under those certain portions of the Property ("Utility Easement Parcel") which Utility Easement Parcel being depicted on that certain Plat of Easement, a copy of which Plat of Easement being attached hereto and incorporated herein as Exhibit "C"; The Plat of Easement shall be recorded by Grantee, at Grantee's sole cost and expense, in the Office of the Lake County Recorder of Deeds;

WHEREAS, Grantee shall accept the Utility Easement over the Utility Easement Parcel;

WHEREAS, Upon full execution of this Agreement, Grantor shall grant to Grantee its employees, contractors, consultants, agents, representatives, successors and assigns a non-exclusive, temporary easement ("Temporary Construction Easement") on, over, across and above that certain portion of the Property ("Temporary Construction Easement Parcel") as depicted on the Plat of Easement attached hereto as Exhibit C, for the limited purpose of facilitating the construction, staging, installation and completion of the Facilities;

WHEREAS, Grantee shall accept the Temporary Construction Easement over the Temporary Construction Easement Parcel pursuant to the terms, covenants and conditions all as hereinafter further provided;

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Recitals. The Recitals set forth hereinabove are fully incorporated into this Agreement by this reference.

2. Grant of Non-Exclusive Perpetual Easement. Grantor hereby grants, transfers and conveys to Grantee, its successors, assigns and the general public, and Grantee hereby accepts from Grantor, a non-exclusive, perpetual easement on, over, across, above, through, in and under the Utility Easement Parcel, including the right of reasonable access, ingress and egress thereto, for the purpose as set forth in Section 3, hereinbelow.

3. Purpose of Utility Easement. The Utility Easement granted hereunder is to be used by Grantee for the construction, installation, maintenance, repair and replacement of the Facilities and to ensure that the Utility Easement Parcel shall, at all times, remain as a utility easement. Grantor may reasonably use the surface of the Utility Easement Parcel subject to Grantee's and the general public's rights hereunder, provided, however, no building, fence, façade, or other structure or permanent improvement shall be constructed, installed or maintained for any purpose on, within, in or above the Utility Easement Parcel. Grantor shall not permanently hinder, disturb, block or interfere with Grantee's and the general public's rights hereunder. No dumping, planting, filling, excavating or transferring of any earth material or yard clippings shall be permitted on, within, in or under the Utility Easement Parcel except upon the express, prior written approval of Grantee, such approval not to be unreasonably withheld or delayed. Notwithstanding anything contained herein to the contrary, Grantor may use or allow the use of the sub-surface of the Utility Easement Parcel for the installation, maintenance, repair and replacement of utilities, including, but not limited to electric, water, sewer, sanitary sewer, water, natural gas, cable and other similar utilities. Utility work on or in the Utility Easement Parcel ("Utility Work") shall be subject to Grantee's prior written approval, including but not limited to written approval of plans and specifications for the Utility Work, which shall not be unreasonably withheld. Prior to performing any Utility Work, the Party performing such Utility Work shall obtain, at its sole cost and expense, all permits and governmental approvals necessary for the Utility Work, including, without limitation, any building permit, prior to performing such work and all licenses and permits legally necessary for the Utility Work prior to performing the Utility Work. The Party not performing the Utility Work shall not have any liability or responsibility if the Utility Work does not comply with applicable laws, rules and ordinances and the Party performing the Utility Work shall be responsible for such compliance regardless of any Party's approval of plans. Any Utility Work shall be performed in accordance with good construction practices, all applicable laws and ordinances and shall be performed and paid for such that the Utility Easement Parcel, or any portion thereof, shall remain free and clear of mechanic's liens. The Party performing the Utility Work will, at such Party's sole cost and expense, promptly remove any construction equipment and materials from and around the Utility Easement Parcel and will repair and restore the Utility Easement Parcel to the condition of the Utility Easement Parcel prior to the commencement of any such Utility Work.

4. Grant of Temporary Construction Easement. Grantor hereby grants, transfers and conveys to Grantee a temporary, non-exclusive easement on, across, above, through, in and under the Temporary Construction Easement Parcel for the purpose of access, ingress and egress to and from the Utility Easement Parcel and for commencing, installing and completing any and all work related to or concerning the construction and installation, of the Facilities, and for the temporary staging and storage of equipment, supplies and materials, related to or concerning the construction and installation, of the Fiber optic Improvements. The Temporary Construction Easement shall include the right to use, park and operate construction equipment and vehicles on and across the Temporary Construction Easement Parcel during the term of the Temporary Construction Easement. Grantee shall ensure that its use of the temporary, non-exclusive easement for parking and storage of construction equipment and vehicles shall not interfere with the business operations of on the Property and that access to and from the business operations by, commercial delivery vehicles, and by customers will not be impaired or delayed.

5. **Term of Temporary Construction Easement.** Except as may be otherwise set forth herein, the Temporary Construction Easement herein granted shall terminate : five (5) days after the completion of the construction and installation, of the Facilities. Upon the expiration of the Temporary Construction Easement in accordance herewith, if requested by Grantor, Grantee shall provide Grantor with a written, signed and recordable release of the Temporary Construction Easement contained herein.

6. **Work and Repair.** Grantee hereby agrees to and shall give Grantor at least Seven (7) days prior written notice of Grantee's tentative commencement date ("Commencement Date") for any work on or in the Utility Easement Parcel. Grantee shall perform, at its sole cost and expense, the construction and installation, of the Utility Improvements and any and all related work on or in the Utility Easement Parcel in good workmanlike manner, reasonable wear and tear excepted. Grantee shall restore the Utility Easement Parcel and Temporary Construction Easement Parcel to a substantially similar condition as existed prior to the commencement of any work, reasonable wear and tear excepted. Grantee covenants and agrees that the Utility Easement Parcel will be used, and the work will be performed and completed, in compliance with all applicable laws, statutes, ordinances and governmental rules, regulations and requirements now in force or that may become in force in a lien free manner.

7. **Removal of Equipment.** Grantee covenants and agrees that upon completion of all work for the construction and installation of the Utility Improvements, Grantee will, at Grantee's sole cost and expense, promptly remove Grantee's construction equipment, supplies, vehicles and materials from the Temporary Construction Easement Parcel.

8. **Non-Exclusive Perpetual Utility Easement.** The Parties agree the term of the Sidewalk Easement shall commence on the Effective Date and shall be perpetual.

9. **Remedies.** (a) In the event of a breach, or attempted breach or threatened breach of any of the rights or obligations of the Utility Easement or the Temporary Construction Easement, in addition to any and all remedies available under applicable law, either Party shall be entitled forthwith to obtain an injunction to specifically enforce the rights or performance of such obligation, the parties hereby acknowledging the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach.

(b) No breach of the provisions of this Utility Easement shall defect or render invalid the lien of any mortgage or deed of trust made in good faith and for value covering any part of the Utility Easement Parcel or the Property, and any improvements which may be located thereon. The provisions of the Utility Easement shall be binding upon and effective against any owner of the Utility Easement Parcel, or any portion thereof, whose title is acquired by foreclosure or trustee sale or any grantee by deed in lieu of foreclosure or trustee sale.

10. **Transfers.** (a) Any transferee of any part of the Property shall automatically be deemed, by acquiring title to any portion of the Property, to have assumed all the obligations of the Utility Easement and this Agreement, relating thereto, and to have agreed with the then owner or owners of all other portions of the Property to execute any and all instruments and do any and all things reasonably required to carry out the intentions of the Utility Easement

and this Agreement. If any transferor shall expressly condition the transfer of its interest in such portion of the Utility Easement Parcel on the assumption by its transferee of the obligations imposed on such transferor and such transferee assumes in writing such obligations, such transferor shall, upon the completion of such transfer, be relieved of all liability under the Utility Easement, except such liabilities which may have arisen during the period of ownership of the portion of the Utility Easement Parcel so conveyed and which remains unsatisfied.

(b) Nothing contained in the Utility Easement shall be deemed to be gift or dedication of any portion of the Utility Easement Parcel or the Property to the general public or for any public use or purposes whatsoever, except as specifically provided herein, it being the intention of the parties hereto and their successors and assigns and that nothing in the Utility Easement, express or implied, shall confer upon any person other than the parties hereto and their successors and assigns, any rights or remedies under or by any reason of this Utility Easement.

11. Maintenance and Taxes. Grantor, its successors and assigns, shall be fully responsible for and shall pay for any and all real estate taxes and special assessments assessed against the Utility Easement Parcel. Grantee shall maintain, at its sole cost and expense, the Utility Easement Parcel pursuant to the terms and conditions of this Utility Easement and applicable law.

12. Construction. This instrument shall be construed in conformity with the laws of the State of Illinois and in accordance with the usage in said State of Illinois regarding easements. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties is carried out.

13. Grantor and Grantee Representations. Grantor represents and warrants that it is the sole fee title owner of the Property and that it has full power and authority to execute this Agreement and grant the easement herein granted, without the consent or authorization of any other person. Grantee represents and warrants that it is duly authorized to enter into this Agreement, to perform the Utility Improvements and to perform the covenants as set forth herein.

14. Notices. Any notices, requests, or other communications required or permitted to be given by this Agreement shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States Certified mail, return receipt requested, postage prepaid, or (iii) sent by a reputable, national overnight delivery service (e.g., Federal Express, UPS, etc.) and addressed to each Party at the applicable address set forth below. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the third (3rd) day following deposit in the United States mail (if sent by United States certified mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service). By giving at least ten (10) days prior written notice thereof, any Party may, from time to time and at any time, changes its notice address hereunder.

If to Grantor:

North Shore Gas Company
Attn: Timothy P. Walsh, Contract Administrator
200 E. Randolph
Chicago, IL 60601

with a copy to:

If to Grantee: The Village of BUFFALO GROVE, Illinois,
an Illinois Municipal Corporation
c/o Mr. Dane Bragg, Village Manager
50 Raupp Blvd
Buffalo Grove, Illinois 60089
Email: dbragg@vbg.org

with a copy to: Schain, Banks, Kenny & Schwartz, Ltd.
70 West Madison Street
Suite 2300
Chicago, Illinois 60602
Attention: Patrick T. Brankin
Email: pbrankin@schainbanks.com

15. Compliance with Laws. Grantee shall, at its sole cost and expense, comply with any and all applicable laws, statutes, ordinances and regulations with respect to the ownership, operation, maintenance, repair, preservation and replacement of the Utility Improvements, and the Utility Easement Parcel.

16. No Liens. Grantee shall not record nor permit to be recorded any mechanic's or other lien against the Utility Easement Parcel, Temporary Construction Easement Parcel and /or the Property for any labor or materials in connection with work of any character performed on the Utility Easement Parcel or Temporary Construction Easement Parcel. In the event of the recordation of any such lien, Grantee shall have such lien immediately discharged. In addition, Grantor shall have the right, but not the obligation, to cause such lien to be released and Grantee shall pay, on demand, all of Grantor's costs and reasonable attorney's fees in connection therewith.

17. Condition of Property. Grantee acknowledges that it has inspected the Utility Easement Parcel with full knowledge of the physical condition thereof.

18. Binding Effect. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

19. Survival Clause. If any term, provision, covenant or condition in this Agreement shall be or be held to be invalid, whether in general or as to any particular situation or circumstance, the remainder of this instrument and the applicability to any other situation or circumstance, as the case may be, shall not be invalidated or terminated thereby, but shall remain in full force and effect for all intents and purposes as though such invalid term, provision, covenant or condition had never been and it shall not be deemed that any such invalid provision effects the consideration for the Utility Easement; and each provision of the Utility Easement shall be valid and enforceable to the fullest extent permitted by law. If any of the covenants or rights created by this instrument would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States of America as of the Effective Date.

20. No Waiver; Counterpart Execution. No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other Party to take any action with respect to such default. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

21. Assignment. Grantee may assign Grantee's rights in this Agreement without Grantor's prior written consent, but such assignment shall not be effective against Grantor until a copy of said assignment is delivered to Grantor.

22. Attorney's Fees. In the event of any action or proceeding brought by either Party against the other for any matter arising out of or in any way relating to this Agreement or the Easements contained herein, the non-prevailing party in such action or proceeding shall pay all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in connection with such action or proceeding.

23. Easement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate the Utility Easement contained herein. However, such limitation shall not affect in any manner any other rights or remedies which any Party may otherwise have hereunder by reason of any such.

24. Entire Agreement. This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

25. Miscellaneous.

(a) The Article headings in this document are for convenience only, shall in no way define or limit the scope or content of the Agreement, and shall not be considered in any construction or interpretation for any part hereof.

(b) Nothing in this Agreement shall be construed to make Grantor and Grantee partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(c) This Agreement may be amended, modified or terminated at any time by declaration in writing, executed and acknowledged by Grantor and Grantee, or their respective successors or assigns.

(d) Time is of the essence of this Agreement.

(e) Upon full execution and delivery of this Agreement, Grantee, at Grantee's sole cost and expense, shall have this Agreement recorded in the Office of the Lake County Recorder of Deeds, and, thereafter, deliver a recorded copy of this Agreement to Grantor.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

Attachment: EASEMENT_North Shore Gas_v10-14-2021 (O-2021-82 : North Shore Gas Easement Grant)

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the day and year first above written.

GRANTOR:

NORTH SHORE GAS COMPANY

By: _____
 Name: _____
 Title: Authorized Agent

GRANTEE:

VILLAGE OF BUFFALO GROVE, an Illinois
 Municipal Corporation

By: _____
 Name: _____
 Title: _____

Attachment: EASEMENT_North Shore Gas_v10-14-2021 (O-2021-82 : North Shore Gas Easement Grant)

STATE OF ILLINOIS)
) SS.
 COUNTY OF LAKE)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Authorized Agent of North Shore Gas Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that s/he signed, sealed and delivered the said instrument as his/her free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2021.

 Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
 COUNTY OF LAKE)

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

GIVEN under my hand and seal, this ____ day of _____, 2021.

 Notary Public

My Commission Expires: _____

Attachment: EASEMENT_North Shore Gas_v10-14-2021 (O-2021-82 : North Shore Gas Easement Grant)

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

Part of the Parcel 1 described in Lake County Register of Deeds as Document Number 2556349, being part of the Southwest Quarter of the Southeast Quarter (SW1/4-SE1/4) of Section 17, Township 43 North, Range 11 East of the Third Principal Meridian, Lake County, State of Illinois, more particularly described as follows:

A 10 foot wide easement centered on the following described line:

Commencing at the Southeast corner of said Parcel 1, being the intersection of the North right-of-way line of Il. Route 22 and the West right-of-way line of Buffalo Grove Rd. at the time of recording of said document 2556349;

Thence N 00°15'45" E, 52.79 feet coincident with the said West right-of-way line to the Northeast corner of a vision triangle of said West and North right-of-way lines;

Thence continuing N 00°15'45" E, 95.28 feet coincident with said West right-of-way line to the ***Point of Beginning***;

Thence N 90°00'00" W, 24.99 feet;

Thence S 19°19'55" W, 98.19 feet;

Thence S 33°06'50" W, 66.11 feet to the said North right-of-way line of Il Route 22, also being the ***Point of Termination***.

Said easement boundary lines are to shorten and extend to meet at the the West right-of-way line of Buffalo Grove Rd. and the North right-of-way line of Il Route 22

Also,

A Temporary Easement Area which boundary is described as follows:

Commencing at the said Point of Beginning of said 10 foot wide easement centerline, also being the ***Point of Beginning*** of said Temporary Easement Area;

Thence N 00°15'45" E, 25.00' coincident with said West right-of-way line of Buffalo Grove Rd.;

Thence N 90°00'45" W, 150.36 feet;

Thence S 00°00'00" E, 40.00 feet;

Thence S 90°00'45" E, 93.50 feet;

Thence S 19°19'55" W, 70.50 feet;

Thence S 33°06'50" W, 79.38 feet to the said North right-of-way line of Il Route 22;

Thence S 89°58'40" E, 60.17 feet coincident with said North right-of-way line to the Southwest corner of a vision triangle of said West and North right-of-way lines;

Thence N 50°03'18" E, 82.19 feet coincident with said vision right-of-way line;

Thence N 00°15'45" E, 95.28 feet coincident with said West right-of-way line to the Point of Beginning, also being the ***Point of Termination***.

PIN: 15-17-300-016-0000

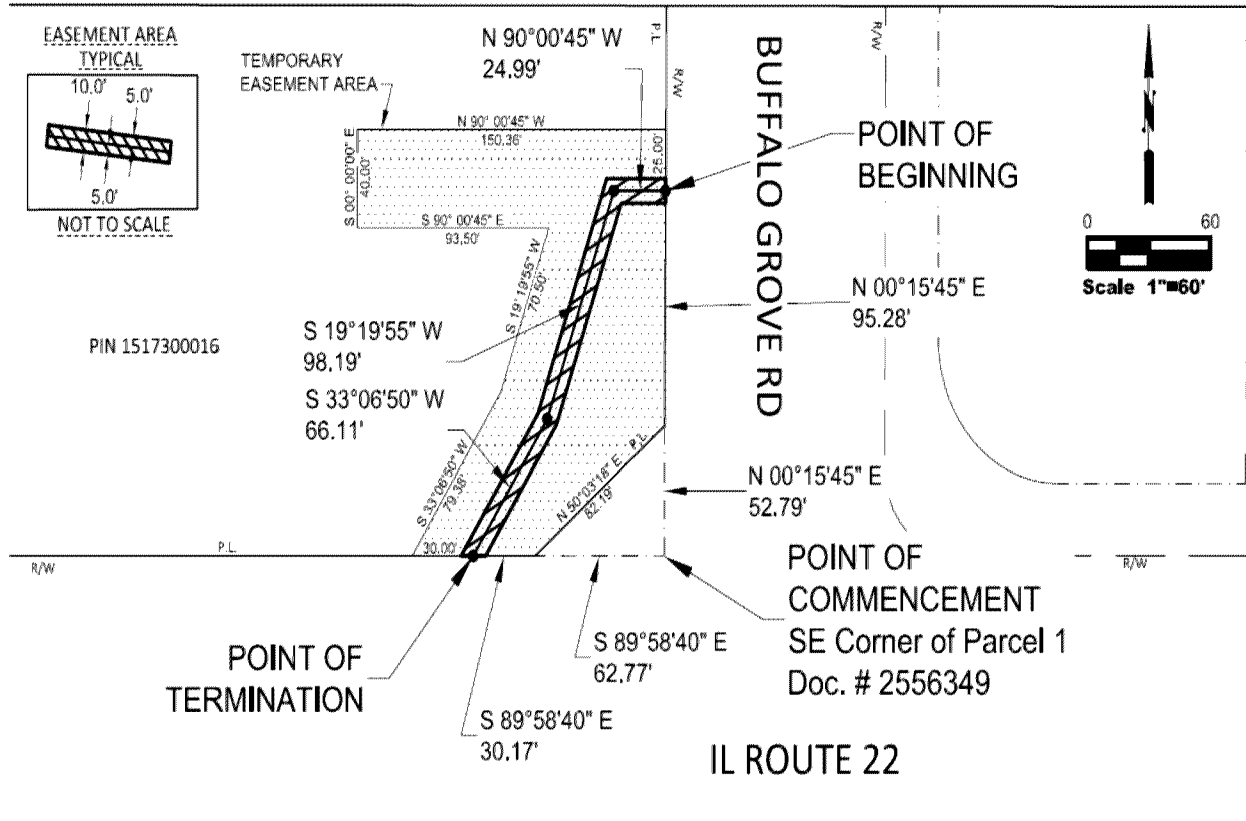
ADDRESS: 401 Half Day Road
Buffalo Grove, Illinois 60089

Attachment: EASEMENT_North Shore Gas_v10-14-2021 (O-2021-82 : North Shore Gas Easement Grant)

EXHIBIT B

**Temporary Exhibit –
A Final as Built Exhibit will be attached to show the final Main Installation
location.**

Part of the Parcel 1 described in Lake County Register of Deeds as Document Number 2556349, being part of the Southwest Quarter of the Southeast Quarter (SW1/4-SE1/4) of Section 17, Township 43 North, Range 11 East of the Third Principal Meridian, Lake County, State of Illinois.



NORTH SHORE GAS®
NATURAL GAS DELIVERY

Distances shown are for the CENTERLINE of the easement and are approximate - Bearings based upon Grid North of State Plane Illinois East FIPS 1201 (US Feet) Reference System NAD 83 (2011)

● CENTERLINE
P.L. PARCEL LINE
R/W RIGHT OF WAY
TEMPORARY EASEMENT AREA
EASEMENT AREA
MINOR LOT LINE

Date	County	Municipality	Site Address	Parcel Identification Number
7/27/2021	Lake	Buffalo Grove	401 W. Half Day Road	15-17-300-016-0000
Real Estate No.	NSG District	I/O	WR Type	Drawn By
1058568	North	Q-3527-200141	NSG Buffalo Grove	TCS

EXHIBIT C
PLAT OF EASEMENT

Attachment: EASEMENT_North Shore Gas_v10-14-2021 (O-2021-82 : North Shore Gas Easement Grant)

MORTGAGEE CONSENT

_____, as Mortgagee under a Mortgage dated _____
 _____, recorded _____, as Document No. _____, by and between _____
 _____, as Mortgagor and _____ as Mortgagee, hereby joins in
 for the purpose of consenting to and approving of the foregoing Perpetual Utility Easement and
 Temporary Construction Easement Agreement.

 , as Mortgagee

By: _____
 Name: _____
 Its: _____

STATE OF ILLINOIS)
) SS.
 COUNTY OF _____)

I, _____, a Notary Public, do hereby certify that _____
 _____, personally known to me to be the _____ of the _____
 _____, and personally known to me to be the same person whose name is
 subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged
 that as such _____ (s)he signed and delivered the said instrument on behalf of said _____
 _____ as her/his free and voluntary act and as the free, duly authorized and voluntary act of
 said _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _ day of _____, 2021.

 Notary Public

My Commission expires:

Attachment: EASEMENT_North Shore Gas_v10-14-2021 (O-2021-82 : North Shore Gas Easement Grant)

ORDINANCE 2021- _____

**AN ORDINANCE AUTHORIZING GRANTING A
PERPETUAL UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO
NORTH SHORE GAS COMPANY**

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

WHEREAS, the Village seeks to grant a perpetual utility easement and temporary construction easement to North Shore Gas Company for facility improvements associated with replacing natural gas main at 401 Half Day Road,

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 perpetual utility and temporary construction easements are approved 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: _____, 2021
 APPROVED: _____, 2021

APPROVED:

 Beverly Sussman, Village President

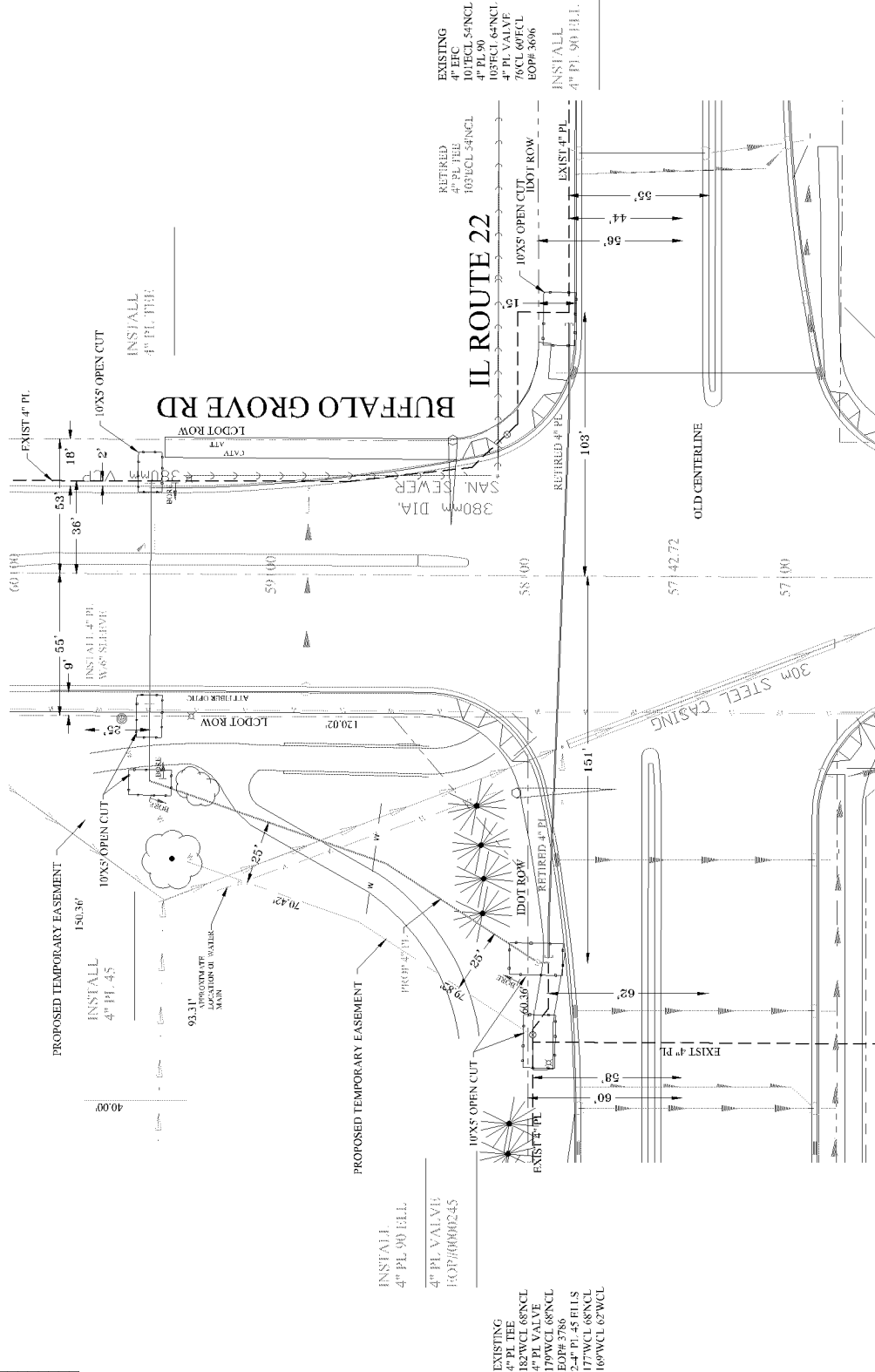
ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Easement Ordinance_North Shore Gas_10-22-2021 (O-2021-82 : North Shore Gas Easement Grant)

VERNON	TOWNSHIP	
SW 1/4	SECTION 17	
T 43 N-R	11	E 3RD P.M.

VERNON	TOWNSHIP	
SE 1/4	SECTION 17	
T 43 N-R	11	E 3RD P.M.

[illegible]



Ordinance No. O-2021-81 : Authorization to Purchase Road Salt for the 2021-2022 Winter Season (State of Illinois Joint Bid)

Recommendation of Action

Staff recommends approval.

Staff requests authorization for the Village Manager to purchase bulk rock salt from Compass Minerals America at a total price not to exceed \$112,476.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village Attorney.

ATTACHMENTS:

- Road Salt 2021-2022 Memo Compass (DOCX)
- Road Salt Ordinance Compass (DOCX)

Trustee Liaison

Stein

Staff Contact

Tom C. Wisniewski, Village Board

Monday, November 1, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 28, 2021
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Road Salt 2021-2022

Recommendation

Staff requests authorization for the Village Manager to purchase bulk rock salt from Compass Minerals America at a total price not to exceed \$112,476.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village Attorney.

Background

The State of Illinois led a joint bid for road salt for the 2020-2021 snow season. Staff opted to extend the agreement on April 23, 2021 that was awarded to Cargill for a minimum of 1400 and maximum of 2,100 tons for the 2021-2022 snow season. On August 17th, staff was notified that an incident occurred at Cargill's Avery Island Louisiana mine leading to the permanent closure of this significant source of salt supply. Cargill has stated they will not be able to provide the road salt associated with the contract renewals for the 21/22 winter season given this drastic reduction in domestic supply and terminated the agreement using force majeure language.

The State of Illinois rebid this in September and awarded the rock salt contract to the following companies Cargill, Compass Minerals, and Morton Salt. Compass Minerals America was the low bid for Buffalo Grove and allows for a minimum order of 80% and a maximum of 120% of the base tonnage (1,750 tons). Cargill's price was \$53.56 per ton and the new price from Compass Minerals America is \$58.77 per ton reflecting a \$5.21 (9.7%) increase per ton. This contract will be rebid in 2022.

Bid Tab For Buffalo Grove

Cargill Inc	\$92.50 Per ton
Compass Minerals America	\$58.77 Per ton
Morton Salt Inc	No Bid

The salt barn currently contains an estimated 3,440 tons of salt and is close to full capacity. With rock salt being multi sourced, staff recommends awarding the Compass Minerals America contract at the same amount as the previous Cargill contract award. There will be no changes to the Morton Salt contract already in place through the Lake County joint bid.

ORDINANCE 2021- _____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH COMPASS MINERALS AMERICA FOR ROAD SALT

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a one-year contract with Compass Minerals America for bulk rock salt at a total price not to exceed \$112,476.00 pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



Ordinance No. O-2021-83 : Authorization to Expend Additional Funds for Street Light Maintenance

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to expend an additional \$75,000 with Aldridge Electric Inc., for a total amount not to exceed \$329,689.45 for fiscal year 2021. These funds will be recovered through insurance claims and contractor payments.

ATTACHMENTS:

- Aldridge memo (DOCX)
- Aldridge Ordinance (DOCX)

Trustee Liaison
Stein

Staff Contact
Tom C. Wisniewski, Village Board

Monday, November 1, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 28, 2021

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Street Light Maintenance

Recommendation

Staff recommends that the Village Board authorize the Village Manager to expend up to an additional \$75,000.00 with Aldridge Electric, Inc. for Street Light Maintenance for a total amount not to exceed \$329,689.45 for fiscal year 2021. These funds will be recovered through insurance claims and contractor payments.

Background

The Village has a contract with Aldridge Electric, Inc for Street Light Maintenance. The need for these services fluctuate based upon the number of streetlights that need to be replaced, poles that are knocked down, repairs made due to cable faults, and repairs to damaged lines as a result of contractors striking them. Staff has seen an increase in required Street light Maintenance and repair primarily due to an increase in Street Light Knockdowns (SLKD) and cable faults caused by contractors' carelessness while digging.

This contract was awarded at a not to exceed amount of \$254,689.45. Due to the unforeseen increase in streetlight knockdowns and underground cables hit due to road construction, staff believes it is in the best interests of the Village to increase the contracted amount by \$75,000.00 with a total not to exceed amount of \$329,689.45.

When damage is caused by construction damage or knock downs the Village recovers funds both through insurance for streetlight knockdowns and from contractors for repairs made due to construction damage. As these are the primary drivers of costs escalations this year, staff expects the recovery of funds to keep the net costs below the budgeted amount for 2021.

Attachment: Aldridge memo (O-2021-83 : Street Light Maintenance)

ORDINANCE 2021- _____

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXPEND ADDITIONAL FUNDS FOR STREETLIGHT REPAIRS

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

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

WHEREAS, It is in the best interests of the Village to expend additional funds.

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 expend an additional \$75,000 with Aldridge Electric Inc., for a total amount not to exceed \$329,689.45 for fiscal year 2021.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Aldridge Ordinance (O-2021-83 : Street Light Maintenance)



Ordinance No. O-2021-84 : Ordinance Authorizing the Village Manager to Replacement Backhoe (FEL2)

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Manager be authorized to purchase a replacement 2022 JCB 3cx-14 Super Backhoe Loader through Sourcewell contract 040319-JCB, in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$129,745.

The project will be funded through the capital replacement fund and is in the 2021 budget.

ATTACHMENTS:

- FEL 2 (DOCX)
- Buffalo Grove 3CX-14 Quote (PDF)
- FEL2 Ordinance (DOCX)

Trustee Liaison

Stein

Staff Contact

Brett Robinson, Finance

Monday, November 1, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 28, 2021

TO: Dane Bragg, Village Manager

FROM: Josh Wallace, Fleet Manager

SUBJECT: Department of Public Works Fleet Replacement

Recommendation

Staff recommends that the Village Manager be authorized to purchase a replacement 2022 JCB 3cx-14 Super Backhoe Loader through Sourcewell contract 040319-JCB, in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$129,745.

Background

The approved 2021 budget includes the replacement of unit FEL2 currently assigned to the Water Section. The Water Section continues to use this equipment to perform both emergency and non-emergency underground utility repair and earthwork construction.

Existing unit FEL 2, is a 2005 New Holland B110 Backhoe. Currently the hour-meter is showing 7,149 hours on the drive line. This unit is still in regular service and nearing the end of its useful life. Recently, FEL 2 has incurred significant high dollar repairs, and downtime significantly increase the total cost of ownership.

The proposed replacement vehicle is a 2022 JCB 3cx-14 Super Backhoe Loader up-fitted as detailed in the attached Quote.

The expected lead time for the replacement unit is approximately 7 months. If the replacement is approved, the plan at this time is to sell FEL 2 at auction for asset recovery when the replacement is delivered.

Attachment: FEL 2 (O-2021-84 : Replacement Backhoe)



1603 E. Algonquin Rd.
Arlington Heights, IL 60005
Ph: 847-437-8686
Fax: 847-437-8738

16754 New Ave.
Lemont, IL 60439
Ph: 630-257-1261
Fax: 630-257-0614

1548 Huntwood
Cherry Valley, IL
Ph: 815-332-8222
Fax: 815-332-3056

9.C.b

Ship To: IN STORE PICKUP

Invoice To: VILLAGE OF BUFFALO GROVE
50 RAUPP BLVD
BUFFALO GROVE IL 60089

Branch 01 - ARLINGTON		
Date 10/22/2021	Time 15:31:46 (O)	Page 1
Account No BUFFA001	Phone No	Est No 06 Q00302
Ship Via		Purchase Order
Tax ID No		
JAMES COX		Salesperson 018

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/03/2021 Amount

JAMES COX

SOUCEWELL CONTRACT #040319-JCB

TERMS: NET 10 DAYS

PRICE INCLUDES DELIVERY TO CUSOTMER.

FACTORY WARRANTY 2 YEARS/2000 HOURS

New JCB 3CX-14 SUPER BACKHOE LOADER 109HP (Center-Mount) 126745.00

Hours: 0

****INCLUDING THE FOLLOWING OPTIONS****

2ELE 3CX-14 SUPER EXT DIPPER, P/S 109HP, HVY LIFT

200AM13 3CX-14 SUPER 109 HP SSMODEL PACK

200B4BJ MICHELIN XMCL 440/80-28

200CF43 CAB WITH A/C HEATED AIR SUSPENSION SEAT, BLOCK HTR.

200DE48 CAB, LIVELINK,

200EJ48 HAMMER/BI-DIRECTIONAL PIPEWORK

200FE04 5/8 LOADER PIPEWORK RTD AND AUTO SRS FOR BI_DIRECT.

200GA29 ENGLISH TERRITORY PACK

200HA91 HYD EXCAVATOR QH WITH LIFTING KIT & 5T SHACKLE

200HD85 CODE REQUIRED FOR EXCAVATOR QUICKHITCHES

200JA86 Q-FIT GENERAL PURPOSE LOADER BUCKET: INCLUDES Q-FIT

TOOLCARRIER, 92 IN, 1.6YD3 STD. DUTY WITH B.O.C.EDGE

200PB18 HEADLIGHTS

200PB01 ROTATING BEACON

200RA77 LED WORKLIGHTS

200RA20 EXTERIOR MIRRORS

200RA05 750LB COUNTERWEIGHT

200MA51 24" HEAVY DUTY 5 TEETH

200MA36 EXCAVATOR BUCKET PIVOT PINSET (4 QTY)

This invoice is subject to all the terms, provisions, conditions, and limitations of the parts, service, or sales agreement concerning the goods, services, or equipment sold or leased as described therein. Errors are subject to correction. Examine this invoice carefully as it will be deemed correct unless errors are reported to Casey Equipment Company, Inc. within 10 days of the date hereof. The purchaser or lessee shall pay a service charge of 1.5% (18.00% Annual Rate) on all amounts not paid within 30 days following the date of such sale or lease and all costs of collection or enforcement including reasonable attorney's fees.

Returns on eligible items but be approved and are subject to a 25% service and restocking charge. No returns are allowed on electrical items. Prices in effect at the time of shipment will apply.

No returns are allowed on any item after 30 days.

Title to the above property shall not pass to the buyer upon delivery but shall remain in seller until the entire purchase price of the item is paid in full.

X

Received By

Thank You For Your Business!

Packet Pg. 63

Attachment: Buffalo Grove 3CX-14 Quote (O-2021-84 : Replacement Backhoe)



1603 E. Algonquin Rd.
Arlington Heights, IL 60005
Ph: 847-437-8686
Fax: 847-437-8738

16754 New Ave.
Lemont, IL 60439
Ph: 630-257-1261
Fax: 630-257-0614

1548 Huntwood
Cherry Valley, IL
Ph: 815-332-8222
Fax: 815-332-3056

9.C.b

Ship To: IN STORE PICKUP

Invoice To: VILLAGE OF BUFFALO GROVE
50 RAUPP BLVD
BUFFALO GROVE IL 60089

Branch 01 - ARLINGTON		
Date 10/22/2021	Time 15:31:46 (O)	Page 2
Account No BUFFA001	Phone No	Est No 06 Q00302
Ship Via		Purchase Order
Tax ID No		
JAMES COX		Salesperson 018

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/03/2021 Amount

980/B0331 HM033T HAMMER SIDE MOUNT COMPLETE

Sale # 01 Subtotal: 126745.00
TOTAL: 126745.00

Miscellaneous Charges/Credits

=====

INBOUND FREIGHT & PREP Qty: 1 Price: 3000.00 3000.00

Miscellaneous Charges/Credits Total: 3000.00

Subtotal: 129745.00

Authorization: _____ Quote Total: 129745.00

This invoice is subject to all the terms, provisions, conditions, and limitations of the parts, service, or sales agreement concerning the goods, services, or equipment sold or leased as described therein. Errors are subject to correction. Examine this invoice carefully as it will be deemed correct unless errors are reported to Casey Equipment Company, Inc. within 10 days of the date hereof. The purchaser or lessee shall pay a service charge of 1.5% (18.00% Annual Rate) on all amounts not paid within 30 days following the date of such sale or lease and all costs of collection or enforcement including reasonable attorney's fees.

Returns on eligible items but be approved and are subject to a 25% service and restocking charge. No returns are allowed on electrical items. Prices in effect at the time of shipment will apply.

No returns are allowed on any item after 30 days.

Title to the above property shall not pass to the buyer upon delivery but shall remain in seller until the entire purchase price of the item is paid in full.

X

Received By

Thank You For Your Business!

Packet Pg. 64

Attachment: Buffalo Grove 3CX-14 Quote (O-2021-84 : Replacement Backhoe)

ORDINANCE 2021- _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF A BACKHOE FROM CASEY EQUIPMENT

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 requires backhoe for emergency and non-emergency underground utility repair; and

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

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

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

SECTION 2. The Village Manager is authorized to purchase a replacement 2022 JCB 3cx-14 Super Backhoe Loader through Sourcewell contract 040319-JCB, in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$129,745.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2021
 APPROVED: _____, 2021

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: FEL2 Ordinance (O-2021-84 : Replacement Backhoe)



Action Item : Authorize the Execution of a Memorandum of Understanding with Kensington Development Group LLC for the Redevelopment of the Town Center Property and Referral to the Planning & Zoning Commission

Recommendation of Action

Staff recommends approval of the MOU, subject to the final review and approval of the Village Attorney. Staff also recommends referral to the PZC.

Attached for the Village Board's consideration is a Memorandum of Understanding (MOU) for the proposed redevelopment of Town Center. Kensington Development Partners has entered into a contract to purchase and redevelop the existing 20-acre Town Center. The purpose of the MOU is to identify the general terms and future performance and financial obligations of a Redevelopment Agreement (RDA) between the Village and Kensington. More information can be found in the attached memorandum.

ATTACHMENTS:

- BOT Memo (DOCX)
- Final Draft MOU 10.28.21 (DOCX)
- Final Draft MOU 10.28.21 Exhibits (PDF)

Trustee Liaison
Pike

Staff Contact
Chris Stilling, Community Development

Monday, November 1, 2021

VILLAGE OF BUFFALO GROVE



DATE: October 28, 2021

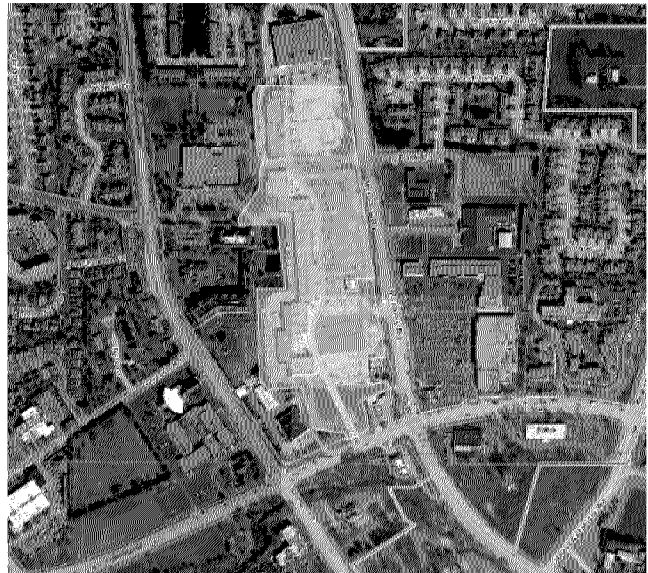
TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Memorandum of Understanding- Kensington Development Partners

BACKGROUND

Attached for the Village Board's consideration is a Memorandum of Understanding (MOU) for the proposed redevelopment of Town Center. Kensington Development Partners (Kensington) has entered into a contract to purchase and redevelop the existing 20-acre Town Center. The purpose of the MOU is to identify the general terms and future performance and financial obligations of a Redevelopment Agreement (RDA) between the Village and Kensington. The agreement between the Village and Kensington is the latest step in redeveloping property. In July 2020, Kensington went under contract with the Town Center owners to purchase the property and Kensington and the Village have been refining the plan and negotiating a public-private partnership since that time. This MOU does not commit the Village to taking final action, it simply lays out the key terms for a future RDA. Representatives from Kensington and their development team will be at Monday's meeting to answer general questions.



STAFF RECOMMENDATION

The proposed project furthers the goal of the Village 2018 Lake Cook Corridor plan which calls for the Town Center property to be into a vibrant, pedestrian friendly mixed-use development. Staff recommends that the Village Board approve the attached Memorandum of Understanding with Kensington, subject to the final review and approval of the Village Attorney and refer the project to the Planning & Zoning Commission.

PROPOSED PROJECT

Kensington's plan looks to redevelop the 20+ acre property with a new nationally recognized grocery store, retail, restaurants and luxury multi-family residential. The proposed project would look to implement the vision which was established through the Village's 2018 Lake Cook Corridor

Plan. That Plan prioritizes the redevelopment of Town Center in Stage 1, due to its design and layout not being favorable for today's commercial tenants.

Phase 1

The first phase of the project looks to redevelop the southern and central sections of the site, to be anchored a new 37,500 square foot nationally renowned grocery store. While Kensington has an agreement with the grocer tenant, they are unable to disclose their name at this time.



BUFFALO GROVE TOWN CENTER GROCER

As part of Phase 1, Kensington has partnered with Urban Street Group who will be developing a 7-story, 285-unit high-end apartment building with 18,000 square feet of commercial space on the ground floor. The ground floor commercial will make available space for a sit-down restaurant at the corner. The apartment building is classified as “next generation” and has an amenity-rich, convenience-filled environment.



Overall, Phase 1 features more than 65,000 square feet of retail and restaurants scattered throughout the site, including multiple outlots. Kensington is currently negotiating a lease with Guzman Y Gomez Mexican Restaurant to occupy one of the new outlots. A “Central Park” will sit in the middle of the site and can be programmed for concerts, the arts and other civic events. The overall investment of Phase 1 will exceed \$150M



Phase 1 Rendering looking
southwest from Route 83

Phase 2

As part of the MOU, Kensington will be required to either revitalize or redevelop the area north of Old Checker. They have indicated preserving the existing center in the short-term as it is necessary to accommodate existing tenants to be relocated from Phase 1. As part of their initial plans, Kensington will update the façade of the center to match Phase 1 as shown below.



At this time, Kensington just has a contract to purchase the Town Center property. The existing Boston Market, Burger King and Bowlero are not part of the redevelopment concept as they are separately owned parcels.

FINANCIAL TERMS AND OBLIGATIONS

As part of the MOU, both Kensington and the Village have identified key financial and performance obligations. The following is a summary of each parties' obligations:

Key Kensington Obligations

1. Acquire the entire Town Center parcel, secure financing, and leases to develop the site into 2 phases.

2. Phase 1 shall include:
 - a. Minimum 37,500 s.f. grocery anchor with a signed lease
 - b. 3,000 s.f. freestanding restaurant, with a signed lease
 - c. 8,000 s.f. outlot building that will either be 1 full service, restaurant or 2 fast casual restaurants
 - d. 7-story 275-300-unit apartment building and parking deck with a minimum of 18,000 s.f. of ground floor retail. The ground floor retail shall include a minimum 3,000-5,000 s.f. for a restaurant
 - e. Kensington shall donate the approximately 0.6-acre
 - f. 90% of Phase 1 shall be completed within 3 years from commencement but no later than December 31, 2025
 - g. Provide completion guarantees for the entire project
3. Phase 2:
 - a. Within 5 years from commencement, Kensington shall either redevelop or remodel the existing 34,000 square foot center to the north of Old Checker.
4. Kensington's Penalties
 - a. Failure to complete Phase 1 in a timely manner will result in a pro-rata reduction of payments to Kensington's Subordinate Note.
 - b. Failure to start Phase 2 within 5-years will result in a 15% reduction of Kensington's Subordinate Note.
 - c. In the event the grocer tenant space is not occupied for more than 18 months, the Village's payments on the Subordinate Note shall be reduced by 10% until such time the space is leased with a similar user.

Key Village Obligations

1. The Village agrees to provide two Developer Notes (a Primary Note of \$17.5M and a Subordinate Note of \$7.25M) to Kensington for a combined total amount not to exceed \$24.75M. Sources of the notes include:
 - a. 100% of the TIF increment generated from Kensington's Development
 - b. 100% of the TIF Increment generated from the Northwest Community Hospital Development (NCH).
 - c. 50% of all incremental sales tax generated within Kensington's Phase 1. It should be noted that the Village will get the first \$150,000 of sales taxes before the sharing occurs.
 - d. In the event the NCH development becomes exempt from paying future property taxes and the project fails to perform under the assumptions, the Village will provide inflationary growth from certain parcels within the TIF District. This amount is capped and is only used as a back stop.
2. In the event the increment exceeds the projections, the Village reserves the right to escalate repayments.

It should be noted that the \$25.75M notes are not general obligations of the Village and the Village has no financial risk. The agreement is structured such that only the funds generated by the TIF District and the project's sales tax will be provided or shared and ensure a timely redevelopment process and financial protection for the Village.

NEXT STEPS

As part of the process, Kensington is also seeking referral to the Planning & Zoning Commission to work through the public hearing process. The following is a timeline of events:

Action	Date
Village Board Consideration of the Memorandum of Understanding and Referral to the Planning & Zoning Commission	November 1, 2021
Planning & Zoning Commission Workshop	December 1, 2021 or December 15, 2021
Developer and Village Negotiate the RDA	November 2021 through January 14, 2022
Developer Submits Formal Zoning Application	January 14, 2022
Public Hearing for Rezoning and Planned Development	March 2, 2022
Village Board Considers Ordinance Rezoning and the Planned Development	March 21, 2022 or April 18, 2022
Village Board Considers Ordinance Approving the RDA	March 21, 2022 or April 18, 2022

Final Draft 10/28/21

REGARDING DEVELOPMENT OF THE BUFFALO TOWN CENTER

THIS NON-BINDING MEMORANDUM OF UNDERSTANDING AND TERM SHEET (“MOU”) is made as of this ____ day of October 2021 by and between the **VILLAGE OF BUFFALO GROVE (“Village”)** and **KENSINGTON DEVELOPMENT GROUP LLC**, an Illinois limited liability company (“Developer”). Village and Developer are herein sometimes referred to individually as a “Party” and collectively as “Parties.”

1. Developer is the contract purchaser of approximately 19 acres of real property located at the Northwest corner of Lake Cook Road and McHenry Road, Buffalo Grove, Illinois as legally described and depicted on Exhibit “A” attached hereto and made a part hereof (the “Development Parcel”). The Development Parcel is a portion of the property commonly known as the Buffalo Grove Town Center.

2. The Development Parcel will be developed in two (2) phases (the “Project”) in accordance with the plans, including the phasing plan, as depicted on Exhibit “B” attached hereto and made a part hereof (the “Phasing Plan”).

3. The first (1st) phase shall include the demolition and redevelopment of the Development Parcel (“Phase 1”), including the redevelopment of a mixed-use project on the Development Parcel, as depicted on Exhibit “C” attached hereto and made a part hereof (“Preliminary Site Plan and Elevations”) Phase 1 shall consist of the following components:

- a. Minimum 37,500 square foot national credit grocery anchor, unless otherwise approved by the Village, with a minimum 15-year lease with no early termination provisions (other than typical Landlord/Tenant default termination provisions), which shall be developed in accordance with the terms of the Redevelopment Agreement (RDA) to be entered into between the Parties. Developer shall use their best efforts to ensure that the building remains occupied during the terms of the RDA.
- b. 3,000 square foot freestanding restaurant with or without drive-through, unless otherwise approved by the Village, which shall be developed in accordance with the terms of the RDA to be entered into between the Parties. Developer shall use their best efforts to ensure that the building remains occupied.
- c. Minimum 8,000 square foot outlot building that will either be one (1) full service, restaurant or two (2) national credit fast casual restaurants, unless otherwise approved by the Village, plus retail which shall be developed in accordance with the terms of the RDA to be entered into between the Parties. Developer shall use their best efforts to ensure that the building remains occupied.

- d. A 7-story 275-300 unit apartment building along with a 3-4 story free-standing, connected parking structure (the “**Residential Development**”). The Residential Development will include approximately 18,000 square feet of ground floor retail space, of which 3,000-5,000 square feet shall be designed to accommodate a full-service restaurant with a “black iron” ventilation system. The Village acknowledges that a portion of the ground floor retail space will be used as part of the residential portion of the building for leasing offices, management offices and other residential building amenities, in an amount not to exceed 3,500 square feet, unless otherwise approved by the Village Manager. The Residential Development shall have the design, massing, density, and building materials generally described and set forth in the site plan and renderings in Exhibit C attached hereto. The only developer for the Residential Development shall be UrbanStreet Group, LLC-ACQ or its affiliate (“**Residential Developer**”), unless otherwise approved by the Village.
- e. The Developer shall, pending Village approval, create an outlot (“**Outlot E**”) north of Old Checker Road, adjacent to the Phase 2 Parcel (as depicted on the Phasing Plan), to accommodate a minimum 3,000 square foot building. Within 3-years of the final plat approval of Outlot E, Developer shall begin and complete construction of a building on Outlot E, with a retail sales tax generating use, unless otherwise approved by the Village. Both the Developer and the Village acknowledge that certain easement restrictions exist which may preclude the Developer from proceeding with the creation of Outlot E, without approval from a third party. However, should the Developer get said approval by amending the easement agreement prior to final approval of the RDA, Outlot E may be included in Phase 1.
- f. Village and Developer acknowledge that the existing Boston Market and Burger King will remain in place. Developer shall make every effort to acquire and redevelop those parcels as such parcels become available. The Village shall not share any portion of the sales tax from these businesses as part of the RDA.
- g. Developer shall improve in a manner acceptable to the Village and donate the approximately .60 acre park (the “Park”) to the Village. The Village may, at its discretion, donate such parcel to the Buffalo Grove Park District. The Village acknowledges that the Park will be used by Developer and Residential Developer for activities, subject to a future agreement. Such use shall be non-exclusive, and the rights to use the park shall not exceed those rights of the general public. At a minimum, the Developer shall grade, seed, and provide utility connections to the park. It is understood that the Developer’s donation of the Park may be used to

offset the Park District impact fee associated with the residential development, subject Village Board approval.

- h. Developer shall agree to substantial completion of Phase 1 (Substantial Completion being defined as a temporary or final certificate of occupancy having been issued for 90% or more of the commercial and retail building square footage described in 3a, 3b, and 3c above, and the completion of the building and parking deck for the Residential Development), subject to the terms outlined in Section 3 e, in a form acceptable to the Village, within three (3) years of commencement of demolition on Phase 1 of the Development Parcel, but in no event later than December 31, 2025. In the event Developer fails to perform under these terms, the Village in its sole discretion, may reduce the future annual payments of the Subordinate Note (as defined herein) based on the percentage of completion by the Developer below 90% as defined above. Furthermore, the Village's obligations to support the Subordinate Note with the Inflationary Growth, as outlined in Section 11, shall not occur until Phase 1 has been substantially completed.
 - i. Parties agree to mutually work together to address off-site parking options to accommodate overflow parking in the event of special events or restaurant valet parking.
4. The second (2nd) phase of the Project will include the redevelopment or development of the existing 34,000 square foot building, which may or may not include the additional Outlot E, as depicted on the Phasing Plan ("**Phase 2**") as follows:
- a. Within five (5) years of commencement of demolition on Phase 1 of the Development Parcel, Developer shall either redevelop the Phase 2 parcel in its entirety or remodel the existing building located on Phase 2 in a manner acceptable to the Village. The Developer has provided the attached renderings as part of Exhibit C which represent the proposed improvements to the Phase 2 Parcel.
 - b. In the event Developer fails to perform in accordance with the terms of Section 4(a) hereof, the Village's obligation to the Subordinate Note (as defined herein) shall be reduced by 15%, unless the time for completion has been extended by the Village, in its sole discretion.
 - c. It is understood that Phase 2 will require Village Board approval and may, in the Village's sole discretion, include additional economic incentives.
5. Developer has represented that the Project will require approval as a Planned Development with relief to the zoning, sign and subdivision codes and Developer shall submit all necessary items associated with and required for the application.

6. Developer and Residential Developer shall submit the necessary completion guarantees in a form acceptable to the Village.

7. The Village understands that the Project will require approval as a Planned Development with relief to the zoning, sign, and subdivision codes. The Village agrees to take the appropriate steps to determine whether the Village will allow for such development of the Project. This MOU and this Project are subject to the Village granting the necessary zoning approvals for the Project. The anticipated timeline for the RDA, zoning, sign and subdivision approvals and relief applicable to the Developer's request are set forth on Exhibit "D" attached hereto and made a part hereof ("**Entitlements Timeline**").

8. Developer has represented, and the Village acknowledges the representation that the Project cannot be developed without financial assistance from the Village. The Village is desirous of seeing the development of the Development Parcel with the Project as generally described in this MOU and will consider use of the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 et seq) {the "**TIF Act**") as a source of financial assistance as set forth in this MOU.

9. The Village acknowledges that the Development Parcel is within the Lake Cook Road Redevelopment Project Area ("**Lake Cook RPA**"), which is set to expire in 2043, unless otherwise extended in accordance with State Statutes, and supports the use of the Village TIF Funds (as defined herein) and incremental sales tax, as further detailed in this MOU, as the only sources of payment to the Developer of TIF eligible costs related to the Project.

10. The Village agrees to pledge Village TIF Funds and sales tax to support the repayment of the Developer's developer note ("**Primary Note**") with an estimated face amount of \$17.5 million, which amount may increase provided that the Subordinate Note decreases by the same amount and net proceeds to the Developer of approximately \$12-\$15 million, depending on the final face amount, net of all issuance, legal, reserve, capitalized interest costs and local and maximum allowed state administrative fees (the "**Village TIF Funds**"). The Village shall have no obligation to ensure that Developer shall receive its target net amount of \$12-\$15 million, however it is understood that the Developer requires a minimum face amount of \$12M. It is expressly understood that the total combined face amount of the Primary Note and Subordinate Note shall not exceed \$24.75M. The sources of funds of the Primary Note shall be as follows and in order of priority:

- a. The Village agrees to pledge 100% of the TIF increment generated from the Development Parcel, in accordance with the revenue projections identified on Exhibit H (the "**Revenue Projections**"), less administrative fees of 5%, to support the repayment of the Primary Note. It is expressly understood

that additional increment, above the Revenue Projections from Phase 2 shall not be included; and

- b. The Village agrees to pledge 100% of the TIF increment generated from the Northwest Community Hospital development, including the future outlot, less fees of 5%, depicted and legally described on Exhibit “E” attached hereto and made a part hereof (the “**NCH Development**”); and
- c. The Village agrees to pledge 50% of the incremental sales tax from Phase 1 of the Development Parcel to support only the Primary Note for the initial term of the RDA (expires year 2043). Incremental sales tax shall **not** include the first \$150,000 the Village receives in total sales tax (ROT, HR & F&B) nor the first \$5 million of the grocery store sales tax revenue; and
- d. In the event the NCH Development becomes exempt from paying future property taxes during the term of the Primary Note and the Project fails to perform under the assumptions provided to the Village, the Village agrees to pledge the inflationary property tax growth (“**Inflationary Growth**”) from the remaining parcels within the balance of the Lake Cook RPA excluding the Development Parcel and certain other parcels identified on Exhibit “F” attached hereto and made a part hereof (the “**Excluded Parcels**”). The Village’s obligations to support the Primary Note with the Inflationary Growth shall not exceed those annual assumptions outlined on Exhibit “G” attached hereto and made a part hereof (the “**Annual Assumptions**”).
- e. Developer acknowledges that the Primary Note shall not be a general obligation of the Village and shall only be supported by those funds, if available, identified above during the term of the Lake Cook RPA (year 2043).
- f. In the event the sources of funds exceed the required amount to support the annual payments of the Primary Note and Subordinate Note, the Village shall have the right but not the obligation to accelerate the repayment to offset future interest costs. In no event shall the Village be required to pay any amounts in excess of the Primary Note as fully set forth in this paragraph.
- g. Notwithstanding any prior provisions of this paragraph, all contingent funding obligations of the Village shall not occur until such time that the Developer has closed on the property, executed a Lease with a national credit grocer tenant approved by the Village, secured necessary financing and provided the necessary completion guarantee. Developer shall use its

best efforts to ensure that the national credit grocer tenant building remains occupied during the terms of the RDA. Developer shall provide a completion guaranty as required by the Bond Holders upon sale of the Revenue Bonds.

11. The Village agrees to issue a subordinate developer promissory note ("**Subordinate Note**") in a face amount not to exceed \$7.25 million, unless otherwise reduced pursuant to the terms in Section 10, less 5% fees. Prior to final issuance of the Subordinate Note, the Village, in their sole discretion, shall have the option to either select a flat interest of 6.5% during the term of the RDA or an interest rate of 3.25 percentage points (325 basis points) over the Prime rate with no floor or ceiling. The Subordinate Note shall be a "pay-as-you-go" from the following sources and in order of priority:

- i. The Village agrees to pledge excess TIF increment from the Development Parcel, in accordance with the Revenue Projections, less administrative fee of 5%, not required to support the Primary Note, to support the repayment of the Subordinate Note ("Excess Development Parcel Increment"). It is expressly understood that additional increment above the Revenue Projections from Phase 2 shall not be included; and
- ii. The Village agrees to pledge excess TIF increment from the NCH Development, less fees of 5% to support the repayment of the Subordinate Note in the event that Excess Development Parcel Increment is not required to support the Primary Note ("Excess NCH Parcel Increment"); and
- iii. The Village agrees to pledge any excess of the 50% incremental sales tax from Phase 1 of the development parcel to support the repayment of the Subordinate Note in the event that the Excess Development Parcel Increment and the Excess NCH Parcel Increment is not required to support the Primary Note ("Excess Phase 1 Sales Tax"); and
- iv. In the event the NCH Development becomes exempt from paying future property taxes during the term of the Subordinate Note and the Project fails to perform under the Revenue Projections, the Village agrees to pledge the Inflationary Growth from the remaining Parcels within the balance of the Lake Cook RPA excluding the Excluded Parcels. The Village's obligations to support the Subordinate Note with the Inflationary Growth shall not exceed the Annual Assumptions. Furthermore, the Village's obligations to support the Subordinate Note with the Inflationary Growth shall not occur until Phase 1 has been substantially completed.

- v. In the event the sources of funds exceed the required amount to support the annual payments of the Subordinate Note and the Subordinate Note Reserve, the Village shall have the right, but not the obligation, to accelerate the repayment of the Subordinate Note.
- vi. Developer acknowledges that the Subordinate Note shall not be a general obligation of the Village and shall only be supported by those funds, if available, identified above during the initial term of the Lake Cook RPA (year 2043). Any obligation to repay the Subordinate Note shall not exceed the initial twenty-three (23) year term of the Lake Cook RPA (year 2043).
- vii. Any sales tax sharing shall cease when the Subordinate Note has been paid in full or when the initial term of the Lake Cook RPA expires in year 2043, whichever comes sooner.
- viii. Notwithstanding any prior provisions of this paragraph, all contingent funding obligations of the Village shall not occur until such time that the Developer has closed on the property, executed a Lease with a national credit grocer tenant approved by the Village and at least one additional restaurant user, secured the necessary financing and provided the necessary completion guarantee. In the event that the national credit grocer no longer occupies the space, and the Developer is unable to lease the space with a similar user, unless otherwise approved by the Village, within 18-months, the annual Village payment of the Subordinate Note shall be reduced by 10% per year or portion thereof, until such time that the space is occupied with a similar user. Developer shall use their best efforts to ensure that the building remains occupied during the terms of the RDA.
- ix. Following the substantial completion of Phase 1 and so long as the Developer is not in default of any of the terms of the RDA, excess Development Parcel Increment and/or NCH Development Increment remaining after annual payments of the Primary Note and Subordinate Note shall be used to establish a reserve for the Subordinate Note in an amount not to exceed \$250,000 (“**Subordinate Note Reserve**”). The Subordinate Note Reserve shall only be used to fund the Subordinate Note in the event there is a shortfall in payments of the Subordinate Note in any given year. During the term of the Subordinate Note, the Subordinate Note Reserve shall not exceed a total amount \$250,000. Once the Subordinate Note Reserve has been used, it shall not be replenished. No increment from the Inflationary Growth shall be used to fund the Subordinate Note Reserve.

12. The Village agrees to work with Developer and the Residential Developer on capping certain Village controlled fees within 45 days of approval of the MOU. The Parties acknowledge that the source for determining the cap shall be reviewing these fees from similar construction projects in nearby comparable communities. Developer and the Residential Developer understand and acknowledge that they will be responsible to pay 100% of the required impact fees to the school districts and library districts in accordance with the Village Code. Furthermore, Developer and the Residential Developer shall be responsible for any additional fees required pursuant to the Illinois Tax Increment Allocation Redevelopment Act.

13. The total face amount of the Primary Note and the Subordinate Note shall not exceed \$24.75M.

14. In connection with the matters identified above, the Village and Developer will, in good faith, negotiate a redevelopment agreement ("RDA") to be executed by the Parties. The RDA shall contain such other terms as are reasonably necessary in connection with such matters, including, but not limited to, (a) representations and warranties; (b) insurance requirements whereby Developer names Village as additional insured; (c) successors and assigns provisions; (d) breaches and remedies and other similar matters; and (e) *force majeure*.

15. The Parties acknowledge and agree that this MOU is only an expression of basic terms, steps, and procedures necessary for the development of the Project on the Development Parcel and as a result is a non-binding memorandum of understanding. This MOU is not intended to, and does not, obviate or preempt any of the public processes and procedures required for approval of the Project and for approval of the financial assistance for the Project. Nothing in this MOU shall be deemed or construed as requiring or obligating either (a) the Village to approve the Project or assist in public financing of the Project or (b) Developer to acquire the Total Parcel and develop the Project.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, the Village and Developer have entered into this MOU as of this_ day of October 2021.

VILLAGE:**Village of Buffalo Grove**

By: _____

Name: _____

Title: _____

Attest: _____

DEVELOPER:**Kensington Development Group, LLC**

By: _____

Name: _____

Title: _____

EXHIBIT A
Development Parcel

EXHIBIT B

Phasing Plan

EXHIBIT C

Preliminary Site Plan and Elevations

EXHIBIT D

Entitlements Timeline

EXHIBIT E
NCH Development

EXHIBIT F
Excluded Parcels

EXHIBIT G
Annual Assumptions

EXHIBIT H
Revenue Projections

EXHIBIT A
Development Parcel



EXHIBIT A

Buffalo Grove Town Center

Legal Description

PARCEL 1:

LOT 3 IN BUFFALO GROVE TOWN CENTER UNIT 6, BEING A RESUBDIVISION OF LOTS 1 AND 3 IN BUFFALO GROVE TOWN CENTER UNIT 5 AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUFFALO GROVE TOWN CENTER UNIT 6, RECORDED OCTOBER 21, 1993 AS DOCUMENT 3419308, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 3 IN BUFFALO GROVE TOWN CENTER UNIT 8, BEING A RESUBDIVISION OF LOT 2 IN BUFFALO GROVE TOWN CENTER UNIT 5, IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUFFALO GROVE TOWN CENTER UNIT 8, RECORDED JULY 24, 1998 AS DOCUMENT 4173676, IN LAKE COUNTY, ILLINOIS.

PARCEL 2A:

RECIPROCAL EASEMENTS FOR THE BENEFIT OF PARCEL 2 AS CONTAINED IN AGREEMENT DATED JULY 28, 1998 AND RECORDED JULY 29, 1998 AS DOCUMENT 4176874 BY BUFFALO GROVE JOINT VENTURE AND EAGLE FOOD CENTERS, INC.

PARCEL 3:

LOT 1 IN BUFFALO GROVE TOWN CENTER UNIT 9, BEING A RESUBDIVISION OF LOTS 1 AND 2 IN BUFFALO GROVE TOWN CENTER UNIT 7, IN SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUFFALO GROVE CENTER UNIT 9, RECORDED OCTOBER 6, 1999 AS DOCUMENT 4431048, IN LAKE COUNTY, ILLINOIS.

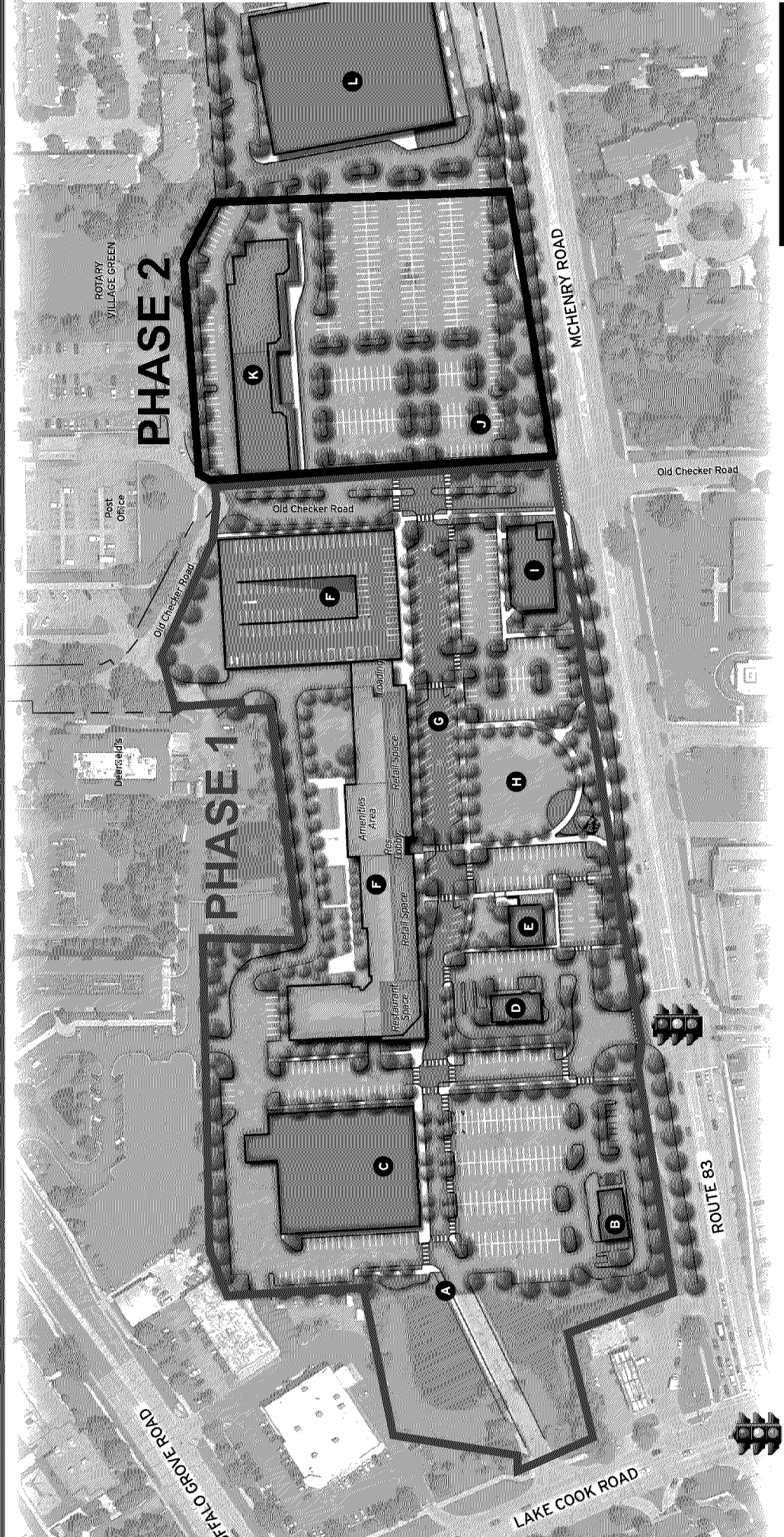
EXCEPTING THAT PART OF LOT 1 TAKEN IN CASE 16ED9 ORDER RECORDED AS DOCUMENT 7487965 DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTHWESTERLY 19.12 FEET (19.17 FEET, RECORDED) ALONG THE EASTERLY LINE OF SAID LOT 1 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1497.69 FEET, THE CHORD OF SAID CURVE BEARS ON AN ILLINOIS COORDINATE SYSTEM NAD 83 (2007) EAST ZONE BEARING OF NORTH 9 DEGREES 38 MINUTES 39 SECONDS WEST, 19.12 FEET TO A POINT OF TANGENCY ON SAID EASTERLY LINE; THENCE NORTH 9 DEGREES 16 MINUTES 42 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 295.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 43 MINUTES 31 SECONDS WEST, A DISTANCE OF 11.00 FEET; THENCE NORTH 9 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 9 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 155.91 FEET; THENCE NORTH 4 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 151.30 FEET; THENCE NORTH 9 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 48.27 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 8.96 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 9 DEGREES 16 MINUTES 42 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 110.84 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE; THENCE SOUTH 6 DEGREES 24 MINUTES 56 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 100.11 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE; THENCE SOUTH 9 DEGREES 16 MINUTES 42 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 222.48 FEET TO A SOUTH LINE OF LOT 1; THENCE SOUTH 89 DEGREES 30 MINUTES 58 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 1, A DISTANCE OF 10.12 FEET TO THE EASTERLY LINE OF LOT 1; THENCE SOUTH 9 DEGREES 16 MINUTES 42 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 48.24 FEET TO THE POINT OF BEGINNING

PARCEL 3A;
 EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3, FOR DRAINAGE INTO RETENTION POND, AS CREATED BY THE DRAINAGE AND CONSTRUCTION EASEMENT AGREEMENT RECORDED NOVEMBER 30, 1998 AS DOCUMENT NUMBER 4248745. OVER AND ACROSS THAT PART OF LOT 1 IN WALGREENS BUFFALO GROVE RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 43 NORTH, AND PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE AND COOK COUNTIES, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF LOT 1 IN BUFFALO GROVE TOWN CENTER UNIT 1. BEING A SUBDIVISION IN SAID SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1988 AS DOCUMENT NUMBER 2737813, THAT POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2 IN FIRNBACH SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHWEST 1/4 OF SECTION 33, RECORDED AS DOCUMENT NUMBER 1032913; THENCE SOUTH 22 DEGREES 19 MINUTES 24 SECONDS EAST, 41.50 FEET ALONG SAID WEST LINE; THENCE NORTH 85 DEGREES 58 MINUTES 44 SECONDS EAST, 202.9 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 12 DEGREES 25 MINUTES 09 SECONDS EAST, 215.71 FEET; THENCE SOUTH 81 DEGREES 00 MINUTES 00 SECONDS EAST, 25.38 FEET ALONG THE NORTH LINE OF FORMER SCHOOL LOT, ALSO BEING THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE SOUTH 31 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE, 108.72 FEET; THENCE SOUTH 55 DEGREES 09 MINUTES 42 SECONDS WEST, 80.43 FEET; THENCE NORTH 34 DEGREES 06 MINUTES 02 SECONDS WEST, 61.34 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

Phasing Plan



PLAN NOTES

- A** ENHANCED RETENTION PONDS
 - Naturalized Landscape Edging
 - Outdoor Seating Area & Overlook
- B** EXISTING RESTAURANT
 - 3,000 Square Feet
 - Drive-Thru Lane
- C** GROCER
 - 37,500 Square Feet
- D** NEW DRIVE-THRU RESTAURANT
 - 3,000 Square Feet

- E** 1-STORY COMMERCIAL USE
 - Boston Market to remain (3,000 SF)
- F** NEW MIXED-USE DEVELOPMENT
 - 7-Story Building with 4-Story Parking Deck
 - 18,000 SF Ground-Floor Retail/Dining Space
 - 280 Residential Units (Floors 1-7)
 - 546 Dedicated Parking Spaces for Residential & Ground-Floor Retail (1.87/unit)
- G** NEW VILLAGE 'MAIN STREET'
 - Enhanced Streetscape with Furnishings

- H** VILLAGE GREEN
 - ~0.6 Acre Open Space
 - Amenities and Events Opportunities
 - Bandshell & Active Elements
- I** 1-STORY COMMERCIAL USE
 - 8,000 Square Feet
- J** FUTURE OUTLOT LOCATION
 - Up to 10,000 SF Building Footprint

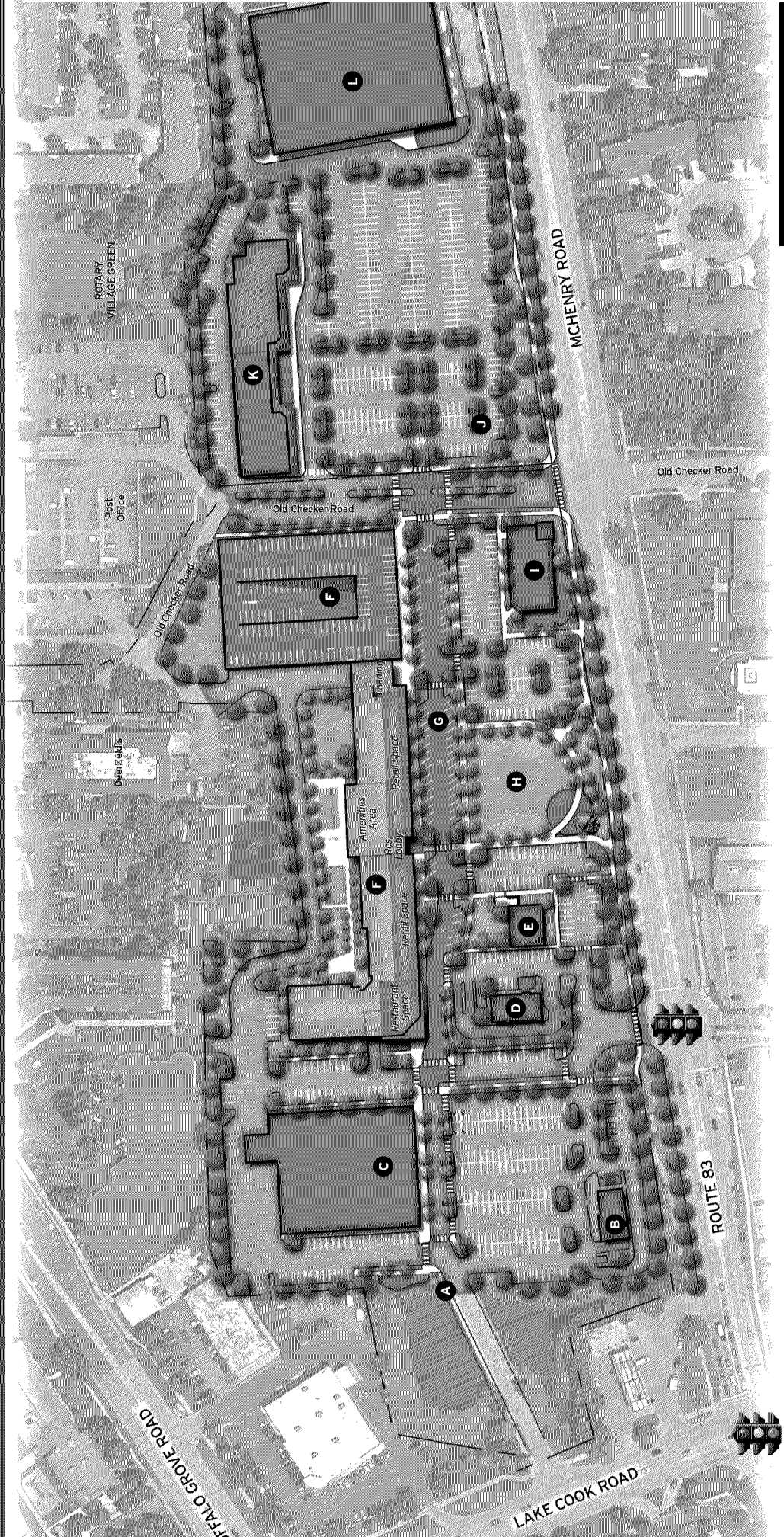
- K** EXISTING ELEVATION ENHANCEMENT
 - ~22,600 SF Ground-Floor Retail
 - ~11,400 SF Second Story Office/Services
- L** EXISTING BOWLERO
 - 54,000 Square Feet Entertainment User

PARKING SUMMARY

GARAGE PARKING:	546 space
SURFACE PARKING:	804 space

EXHIBIT C

Preliminary Site Plan and Elevations



PLAN NOTES

- A** ENHANCED RETENTION PONDS
 - Naturalized Landscape Edging
 - Outdoor Seating Area & Overlook
- B** EXISTING RESTAURANT
 - 3,000 Square Feet
 - Drive-Thru Lane
- C** GROCER
 - 37,500 Square Feet
- D** NEW DRIVE-THRU RESTAURANT
 - 3,000 Square Feet

- E** 1-STORY COMMERCIAL USE
 - Boston Market to remain (3,000 SF)
- F** NEW MIXED-USE DEVELOPMENT
 - 7-Story Building with 4-Story Parking Deck
 - 18,000 SF Ground-Floor Retail/Dining Space
 - 280 Residential Units (Floors 1-7)
 - 546 Dedicated Parking Spaces for Residential & Ground-Floor Retail (1.87/unit)
- G** NEW VILLAGE 'MAIN STREET'
 - Enhanced Streetscape with Furnishings

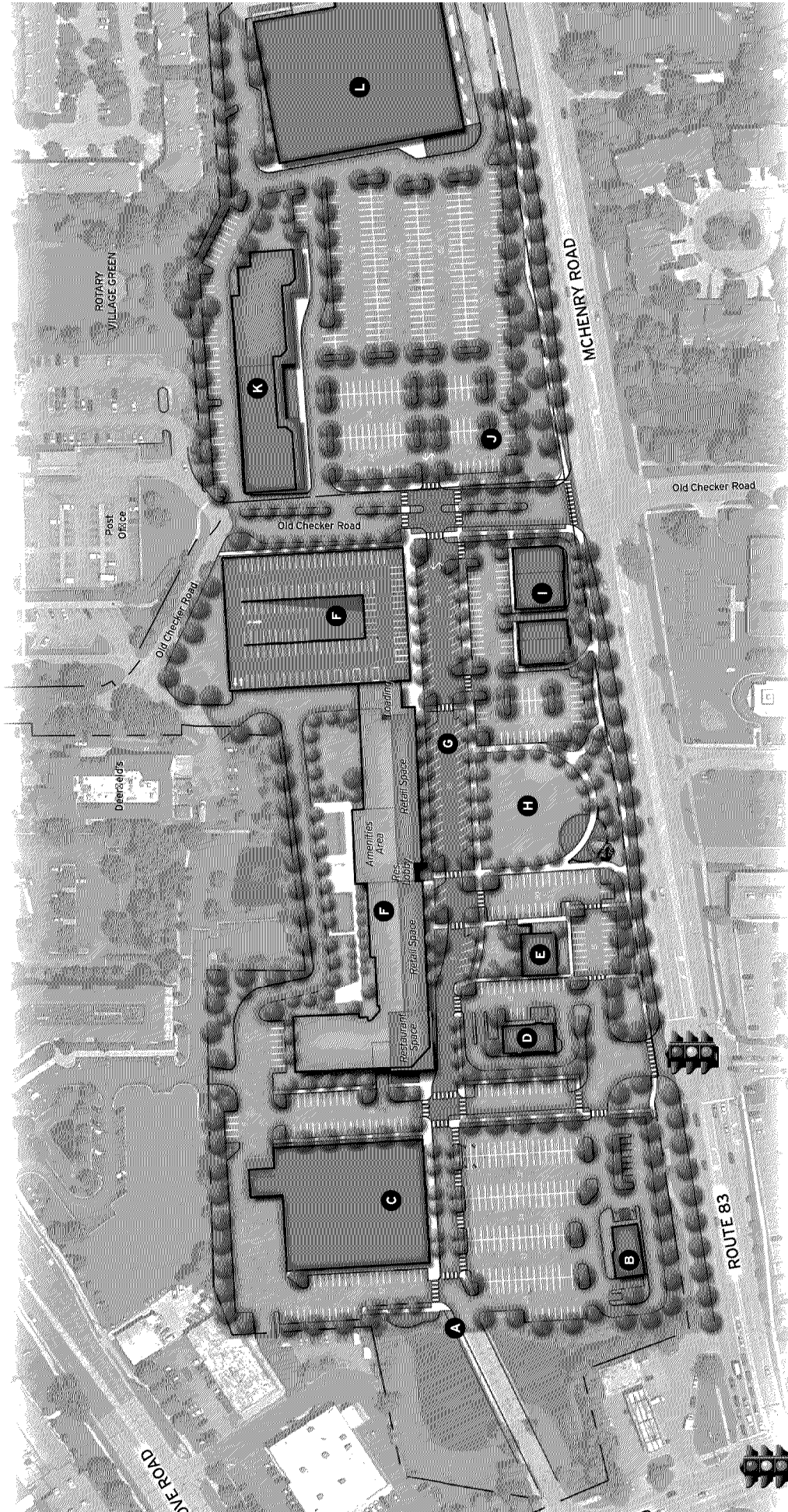
- H** VILLAGE GREEN
 - ~0.6 Acre Open Space
 - Amenities and Events Opportunities
 - Bandshell & Active Elements
- I** 1-STORY COMMERCIAL USE
 - 8,000 Square Feet
- J** FUTURE OUTLOT LOCATION
 - Up to 10,000 SF Building Footprint

- K** EXISTING ELEVATION ENHANCEMENT
 - ~22,600 SF Ground-Floor Retail
 - ~11,400 SF Second Story Office/Services
- L** EXISTING BOWLERO
 - 54,000 Square Feet Entertainment User

PARKING SUMMARY

GARAGE PARKING:	546 space
SURFACE PARKING:	804 space

Attachment: Final Draft MOU 10.28.21 Exhibits (Authorize the Execution of a Memorandum of



PLAN NOTES

- A** ENHANCED RETENTION PONDS
 - Naturalized Landscape Edging
 - Outdoor Seating Area & Overlook
- B** EXISTING RESTAURANT
 - 3,000 Square Feet
 - Drive-Thru Lane
- C** GROCER
 - 37,500 Square Feet
- D** NEW DRIVE-THRU RESTAURANT
 - 3,000 Square Feet
- E** 1-STORY COMMERCIAL USE
 - Boston Market to remain (3,000 SF)
- F** NEW MIXED-USE DEVELOPMENT
 - 7-Story Building with 4-Story Parking Deck
 - 18,000 SF Ground-floor Retail/Dining Space
 - 280 Residential Units (Floors 1-7)
 - 546 Dedicated Parking Spaces for Residential & Ground-Floor Retail (1.87/unit)
- G** NEW VILLAGE 'MAIN STREET'
 - Enhanced Streetscape with Furnishings

- H** VILLAGE GREEN
 - ~0.6 Acre Open Space
 - Amenities and Event's Opportunities
 - Bandshell & Active Elements
- I** 1-STORY COMMERCIAL USES
 - 10,350 Combined Square Feet
- J** FUTURE OUTLOT LOCATION
 - Up to 10,000 SF Building Footprint

- K** EXISTING ELEVATION ENHANCEMENT
 - ~22,600 SF Ground-Floor Retail
 - ~11,400 SF Second Story Office/Services
- L** EXISTING BOWLERO
 - 54,000 Square Feet Entertainment User

PARKING SUMMARY

GARAGE PARKING:	546 SPEC
SURFACE PARKING:	790 SPEC

Attachment: Final Draft MOU 10.28.21 Exhibits (Authorize the Execution of a Memorandum of

**** Facade materials will include a combination of masonry block or precast concrete, phenolic resin panels, and metal panels. Colors and placement of facade materials subject to change upon building design.**

PROPOSED EXTERIOR VIEW

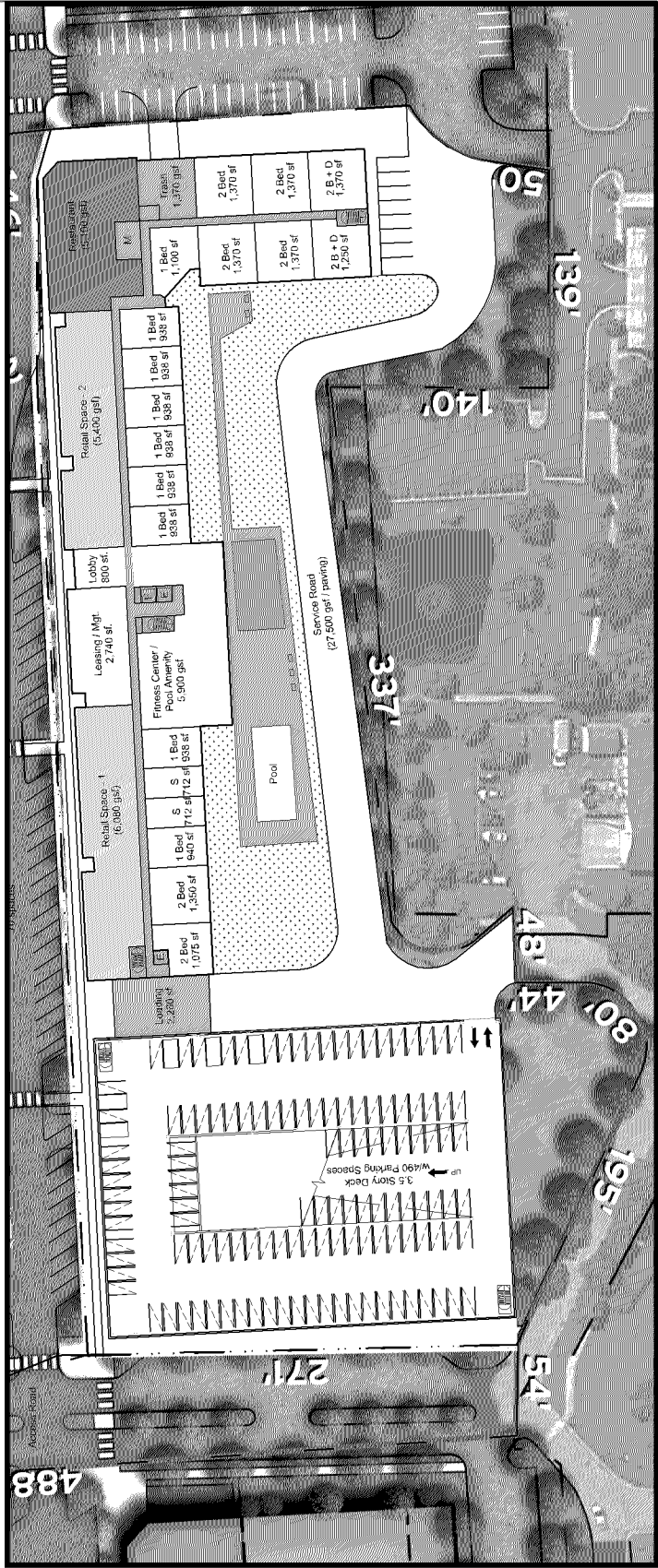


BUFFALO GROVE TOWN CENTER GROCER

** All counts, measurements and square footages are subject to change upon final building design.

Project Summ	7 Story, 283 units, 1	7 Story parking deck
Area Summ	Ground Floor = 55,000 sq ft	
	Retail - 11,400 sq ft	
	Restaurant - 3,100 sq ft	
	Residential - 20,000 sq ft	
	Amenity/Pool - 5,000 sq ft	
	Lobby - 800 sq ft	
	Leasing/Mgt. - 2,740 sq ft	
	Floors 2-3 @ 51,119 sq ft	31 gsf
	Floors 4-7 @ 50,665 sq ft	6 gsf
	Floors 8-10 @ 50,665 sq ft	7 gsf
	Floors 11-12 @ 50,665 sq ft	34 gsf
	Gross Building Area - 550,000 sq ft	
	Parking Deck Area - 19,020 sq ft	
Unit Mix Sum	Unit Summary	283 units
	Ground Floor - 19 units	
	Typical Floor - 44 units	
	Unit Mix	
	Studios - 32 (11%)	
	1 Bed - 153 (54%)	
	2 Bed - 98 (35%)	
Parking Sum	Residential Parking	
	Parking requirement - 283 units x 1.7 = 481 spaces	
	3.5 Story Parking Deck	
	Ground Flr - 11 units	
	Floors 2 & 3 - 22 units	
	Floors 3.5 - 96 units	
	Total = 430 spaces	
	Rear surface space	
	Total spaces = 438	
	(11%) or 2% are accessible	
	Retail Surface Parking	
	Retail requirements	
	(14,220 + 5,100) / 2 = 4,660 sq ft	
	*Surface parking or "Street"	

Attachment: Final Draft MOU 10.28.21 Exhibits (Authorize the Execution of a Memorandum of Understanding)





** Facade materials will include a combination of masonry and fiber cement board. Colors and placement of facade materials subject to change upon building design.

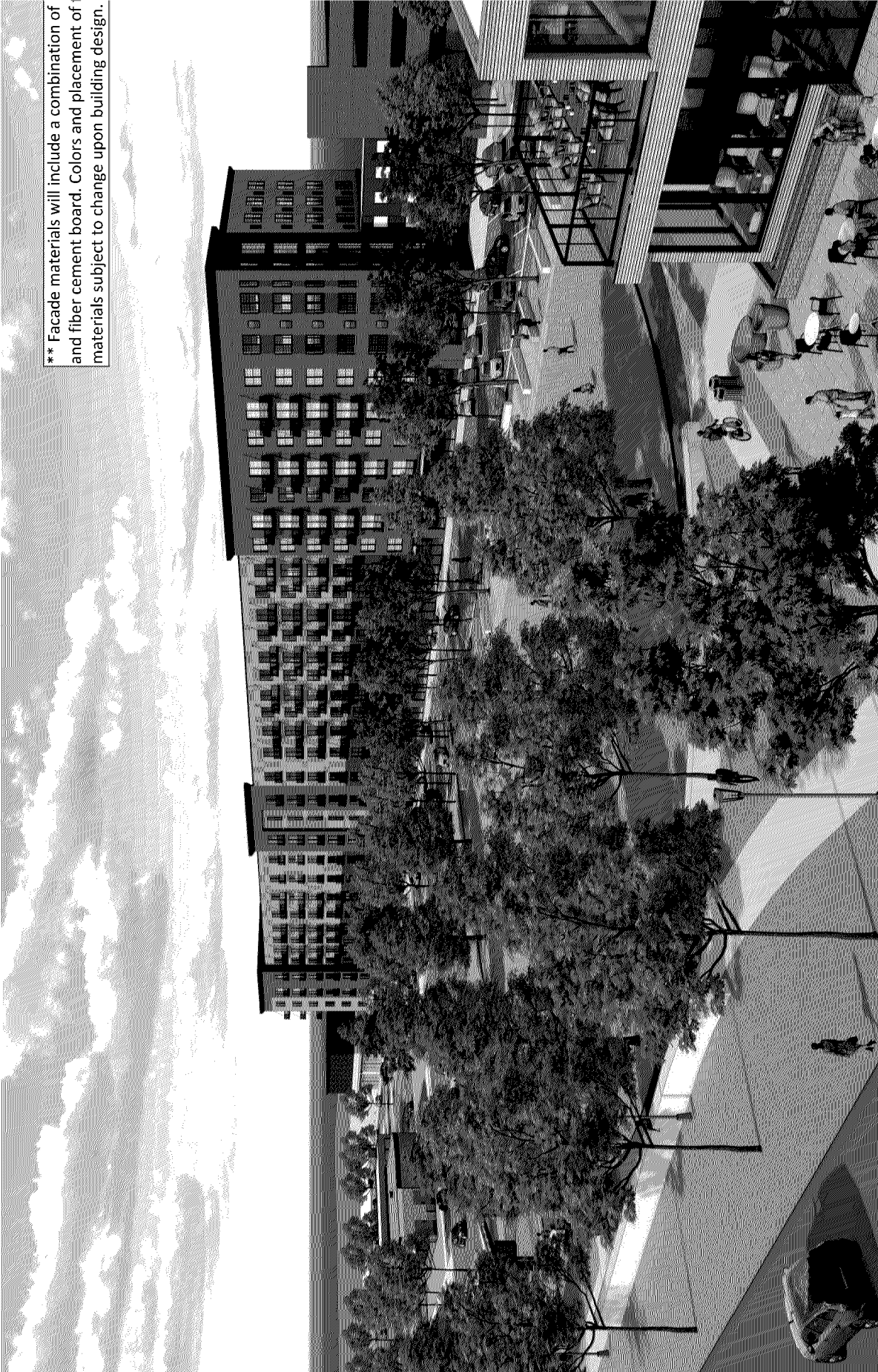
UrbanStreet Group, LLC
Buffalo Grove, IL

Image 1 - Corner Restaurant
Buffalo Grove Town Center Apartments

Oct

Attachment: Final Draft MOU 10.28.21 Exhibits (Authorize the Execution of a Memorandum of

FR M, LLC
r 26, 2021
CITY OF BUFFALO GROVE



** Facade materials will include a combination of brick, stone, and fiber cement board. Colors and placement of materials subject to change upon building design.

UrbanStreet Group, LLC
Buffalo Grove, IL

Image 2 - Aerial

Buffalo Grove Town Center Apartments

October 2021

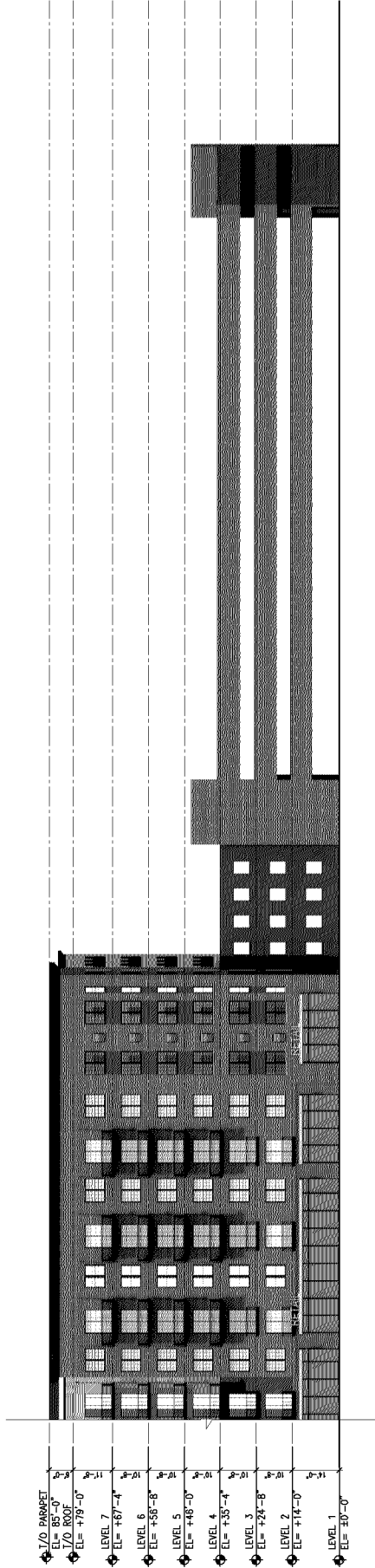
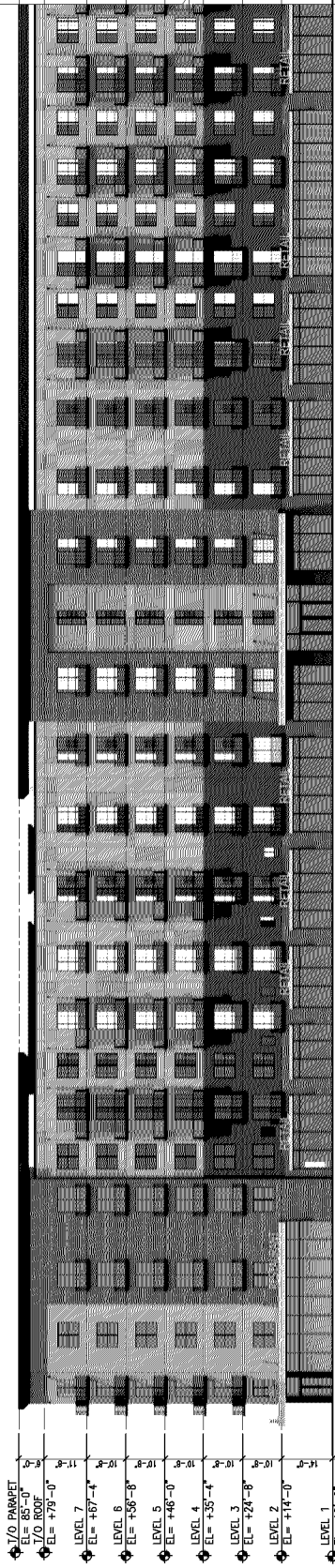
Attachment: Final Draft MOU 10.28.21 Exhibits (Authorize the Execution of a Memorandum of Understanding)

October 26, 2021

* Facade materials will include a combination of
and fiber cement board. Colors and placement of
materials subject to change upon building design

only
ade

Attachment: Final Draft MOU 10.28.21 Exhibits (Authorize the Execution of a Memorandum of



UrbanStreet Group, LLC
Buffalo Grove, IL

North Elevation
Buffalo Grove Town Center Apartments

BUILT
October

FR M, LLC
r 26, 2021
G O A B U T P O R T A S

Phase 2 Rendering

** Facade materials will include a combination of painting/staining of existing masonry, phenolic resin or fiber cement panels, and metal panels. Colors and placement of facade materials subject to change upon building design.



EXHIBIT D**Entitlements Timeline****Entitlement Timeline**

Tentative Redevelopment Review Process

Action	Date
Village Board Consideration of the Memorandum of Understanding and Referral to the Planning & Zoning Commission	November 1, 2021
Planning & Zoning Commission Workshop	December 1, 2021 or December 15, 2021
Developer and Village Negotiate the RDA	November 2021 through January 14, 2022
Developer Submits Formal Zoning Application	January 14, 2022
Public Hearing for Rezoning and Planned Development	March 2, 2022
Village Board Considers Ordinance Rezoning and Planned Development	March 21, 2022 or April 18, 2022
Village Board Considers Ordinance Approving the RDA	March 21, 2022 or April 18, 2022

EXHIBIT E

NCH Development

BEING A SUBDIVISION OF PART OF LOT 1 IN NORTHWEST COMMUNITY HOSPITAL AMBULATORY CARE CENTER SUBDIVISION, PART OF LOT 1 IN NORTHWEST COMMUNITY HOSPITAL MEDICAL ARTS CENTER SUBDIVISION, BOTH IN THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK AND LAKE COUNTIES, ILLINOIS.

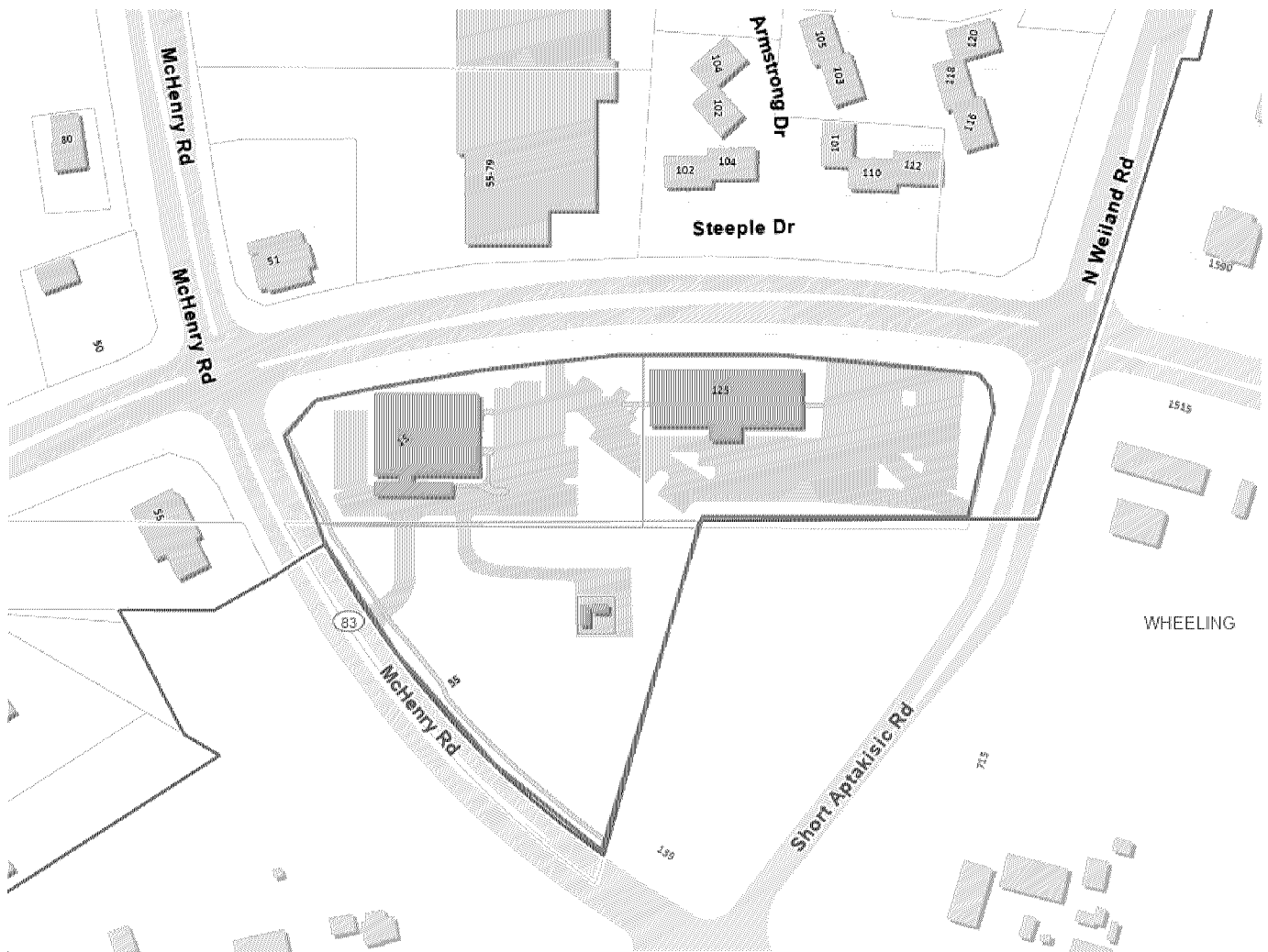


EXHIBIT F**Excluded Parcels**

At the direction of the Village, the following parcels were excluded from the analysis for the purposes of generating increment to support the Project. The excluded parcels are publicly-owned, tax-exempt property.

Publicly-owned parcels in Lake County: 1532300003, 1532300006, 1532309001, 1532400016, 1532405001, 1533300051, 1533300053, 1533300057, 1533300063, 1533300065, 1533300067, 1533300069, 1533301023, 1533301025, 1533301079, 1533302017, 1533302019, 1533304028, 1533304029

Publicly-owned parcels in Cook County: 3041000110000, 3041000200000, 3041000240000, 3041000250000, 3041020030000, 3052000090000, 3052010370000, 3052010380000, 3052010420000

EXHIBIT G**Annual Assumptions**

List of PINs used in revenue projections:

Town Center Phase I: 1533304117, 1533304267, 1533304212

NCH: 1533309001, 1533309002

Lake County Parcels for Inflationary Growth: 1532308001, 1532308002, 1532308007, 1532310003, 1532310004, 1532400007, 1532400008, 1533300035, 1533300091, 1533300093, 1533300094, 1533300104, 1533300106, 1533301020, 1533301021, 1533301022, 1533301039, 1533301077, 1533301175, 1533301178, 1533301179, 1533302013, 1533302014, 1533302015, 1533303001, 1533304001, 1533304003, 1533304113, 1533304114, 1533304115, 1533304160, 1533304161, 1533304162, 1533304164, 1533304165, 1533304211, 1533304223, 1533305001, 1533305002, 1533309001, 1533309002, 1533309004, 1533309005, 1532308004, 1532308017, 1532308018, 1532308019, 1532308020, 1532308021

Key Assumptions	
EAV Annual Inflation - Town Center Phase I	2.0%
EAV Annual Inflation - Remainder of Lake-Cook Road TIF District	1.75%
2020 Tax Rate - Lake County (Tax Code 16095)	9.418%
2020 Fast Food Restaurant EAV / SF	\$80
2020 Retail EAV / SF	\$60
2020 Grocery EAV / SF	\$55
2020 Multifamily EAV / Unit	\$50,000
Town Center Development Program – Phase I	
Fast Food Restaurant	3,000 sf
Inline Retail	8,000 sf
Grocery Store	37,500 sf
Mixed-Use Retail	18,865 sf
Multifamily	292 units
NCH Development Program	
Medical Office	70,600 sf
Retail	4,900 sf
Est. Town Center EAV – Phase I (2021\$)	\$18,885,000
Assumed Stabilized NCH EAV in 2023 (incl. office and retail)	\$5,553,000

EXHIBIT H**Revenue Projections**

Year	Town Center - Phase I	NCH Development	Out-of-PIN Increment [1]	Total Revenues
2021	\$ 11,072	\$ 3,557	\$ 54,021	\$ 68,649
2022	\$ 16,774	\$ 5,353	\$ 79,552	\$ 101,679
2023	\$ 1,106,210	\$ 217,134	\$ 110,027	\$ 1,433,371
2024	\$ 1,133,815	\$ 429,575	\$ 136,459	\$ 1,699,850
2025	\$ 1,161,973	\$ 439,890	\$ 163,355	\$ 1,765,217
2026	\$ 1,190,693	\$ 450,411	\$ 195,457	\$ 1,836,561
2027	\$ 1,219,988	\$ 461,220	\$ 223,302	\$ 1,904,510
2028	\$ 1,249,868	\$ 472,167	\$ 251,634	\$ 1,973,669
2029	\$ 1,280,347	\$ 483,332	\$ 285,452	\$ 2,049,130
2030	\$ 1,311,435	\$ 494,802	\$ 314,784	\$ 2,121,021
2031	\$ 1,343,144	\$ 506,418	\$ 344,630	\$ 2,194,192
2032	\$ 1,375,488	\$ 518,267	\$ 380,254	\$ 2,274,009
2033	\$ 1,408,479	\$ 530,438	\$ 411,154	\$ 2,350,071
2034	\$ 1,442,129	\$ 542,766	\$ 442,594	\$ 2,427,489
2035	\$ 1,476,453	\$ 555,339	\$ 480,121	\$ 2,511,914
2036	\$ 1,511,463	\$ 568,255	\$ 512,671	\$ 2,592,390
2037	\$ 1,547,173	\$ 581,337	\$ 545,791	\$ 2,674,301
2038	\$ 1,583,598	\$ 594,681	\$ 585,324	\$ 2,763,602
2039	\$ 1,620,750	\$ 608,386	\$ 619,613	\$ 2,848,749
2040	\$ 1,658,646	\$ 622,269	\$ 654,502	\$ 2,935,417
2041	\$ 1,697,300	\$ 636,429	\$ 696,146	\$ 3,029,876
2042	\$ 1,736,727	\$ 650,973	\$ 732,267	\$ 3,119,967
2043	\$ 1,776,943	\$ 665,705	\$ 769,021	\$ 3,211,668
Total Undiscounted	\$ 29,860,000	\$ 11,039,000	\$ 8,988,000	\$ 49,887,000
Total Discounted [2]	\$ 14,291,000	\$ 5,208,000	\$ 3,817,000	\$ 23,316,000

[1] Includes Phase II parcels

[2] Assumes a 6.5% discount rate



Action Item : Truth in Taxation Determination

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board approve the determination that it will not be necessary to publish for and hold a public hearing as required by the Truth in Taxation Act and authorizing the Village President to execute the required Certificate of Compliance.

ATTACHMENTS:

- BOT_Truth In Tax Memo 11.1.21 rev (DOCX)
- BOT_Truth in Taxation Cert 11.1.21 (DOCX)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, November 1, 2021

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: November 1, 2021
TO: Dane Bragg, Village Manager
FROM: Chris Black, Finance Director
SUBJECT: Proposed 2021 Tax Levy

STAFF RECOMMENDATION

Staff recommends the Village Board approve the determination that it will not be necessary to publish for and hold a public hearing as required by the Truth in Taxation Act and authorizing the Village President to execute the required Certificate of Compliance.

STATUTORY REQUIREMENT

The Truth in Taxation Act, (the "Act") Chapter 35, ILCS Section 200/18-55 through 200/18-100 requires that staff make a determination whether the proposed tax levy for next year exceeds the current year's levy by five percent. For determination purposes, only corporate, special purpose, and pension levies are compared. debt service levies are exempt from the calculation but are required to be disclosed in the public notice. Abatements are added back to the levies for the comparison. The determination must be made not less than 20 days prior to the adoption of the 2021 property tax levy. The proposed tax levy will be discussed in its entirety during both the budget hearing on November 15th and ordinance presentation on December 6th.

The proposed tax levy for purposes of truth in taxation reporting is as follows:

Proposed 2021 Tax Levy (all levies other than debt service)	\$16,780,272
Final 2020 Tax Levy Extension Including Abatements	\$16,712,893
Annual Levy Increase	0.40%

Based on the above calculation, it will not be necessary to publish for and hold a public hearing as required by the Truth in Taxation Act. A notice certifying that the Village has complied with all of the requirements of the Act shall be provided at the time the Tax Levy is filed in both Cook and Lake Counties.

TAX LEVY SUMMARY

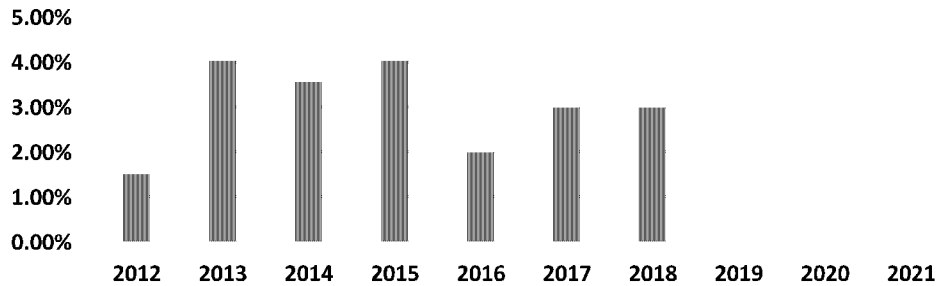
The following are the component of the levy and the proposed change.

2021 Levy Purpose	Increase/(Decrease)
Corporate Levy	0.0%
Special Purpose/IMRF	0.1%
Public Safety Pensions	1.1%
Debt Service	-16.7%

Only the first three are included in the determination

Below is an historic Truth-in-Taxation review since tax year 2012 with the percentage change of levy over extension for each individual levy. The Village's corporate levy has not increased in each of the last three years.

Corporate Levy Growth by Year

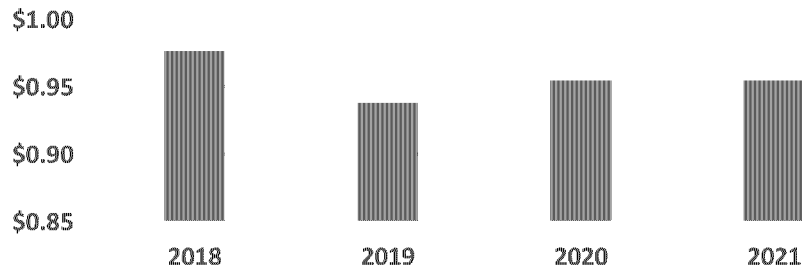


The following chart provides a review of the components of the tax levy (net of debt service) over the last ten years.

Tax Year	Corporate Levy	Change	IMRF/FICA Levy	Change	Police Pension Levy	Change	Firefighters' Pension Levy	Change	Total Levy / Extension	Change
2012	7,643,051	1.51%	1,600,793	0.08%	2,198,690	0.96%	2,022,397	0.72%	13,464,931	1.13%
2013	7,910,558	4.04%	1,562,879	-3.10%	2,088,000	-4.82%	2,174,632	7.56%	13,736,069	2.26%
2014	8,147,875	3.57%	1,537,616	-1.14%	2,256,676	8.77%	2,174,352	0.00%	14,116,519	3.26%
2015	8,475,959	4.03%	1,502,955	-6.82%	2,440,239	11.24%	2,174,632	7.56%	14,593,785	3.38%
2016	8,645,479	2.00%	1,540,529	2.50%	2,525,647	3.50%	1,862,674	-14.35%	14,574,329	-0.13%
2017	8,904,843	3.00%	1,571,339	2.00%	2,673,256	5.84%	1,897,942	1.89%	15,047,380	3.25%
2018	9,171,988	3.00%	1,571,339	0.00%	2,925,672	9.44%	1,933,212	1.86%	15,602,211	3.69%
2019	9,171,988	0.00%	1,882,715	19.82%	3,115,296	6.48%	2,032,773	5.15%	16,202,772	3.85%
2020	9,171,988	0.00%	1,788,579	-5.00%	3,361,940	7.92%	2,390,386	17.59%	16,712,893	3.15%
2021	9,171,988	0.00%	1,790,122	0.09%	3,394,077	0.96%	2,424,085	1.41%	16,780,272	0.40%
10 year Cumulative Change		2.12%		0.84%		5.03%		2.94%		2.42%

The total aggregate levy that will be presented in December will have the same tax rate than the previous year if the Village experiences no change in equalized assessed value. The following is a five-year history of the Village tax rate.

Tax Rate Per \$100 Equalized Assessed Value



VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 1, 2021

TO: Dane Bragg, Village Manager

FROM: Chris Black, Finance Director

SUBJECT: Proposed 2021 Tax Levy

Section 200/18-90 of the Truth In Taxation Act (the "Act") requires that "the presiding officer of the corporate authority" shall certify that the Village has complied with certain provisions of the Act. The provisions that must be complied with (Sections 200/18-60 through 200/18-85 of the Act) are summarized as follows:

Section 200/18-60. Sets forth the requirements of the corporate authorities to determine the amount of funds to be raised by taxation for the particular tax year under consideration. This must be done no less than twenty (20) days prior to the adoption of the levy. The Village Board was notified on November 2, 2021 as to the amount to be raised by taxation subject to the constraints of the Act.

Section 200/18-65. States that until it has complied with the notice and hearing provisions of the Act, no taxing district shall levy an amount of property taxes which is more than 105% of the amount which was extended, or estimated to be extended, in the prior tax year.

Section 200/18-70. States the requirements that must be followed if the estimate presented per Section 200/18-60 is 105% of the prior tax year's extension. In that case, the corporate authorities shall give public notice of, and hold a public hearing on, its intent to adopt a levy in the amount which is more than 105% of the prior year's extension. The requirements and specifics relative to the public notice and hearing called for under the Act are also noted.

Section 200/18-75. Sets the public notice requirements if the final tax levy as adopted differs from what was originally proposed and published.

Sections 200/18-80 and 18-85. These sections contain the form of notice and in part set forth certain public hearing disclosure requirements. The intent here is to provide for and publish a more realistic comparison of the levy proposed against the prior year's extension, which is grossed back up by the amount of levy abatements approved, in the immediate case, for tax year 2020.

The Certificate of Compliance is attached for the Village President's signature to be affixed to the levy submittal after the tax levy is adopted.

CERTIFICATE OF COMPLIANCE

ILLINOIS TRUTH IN TAXATION ACT

I, Beverly Sussman, hereby certify that I am the presiding officer of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, and as such presiding officer, I do hereby certify that the 2021 Tax Levy Ordinance of said Village of Buffalo Grove, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Sections 200/18-60 through 200/18-85 of the Illinois Truth In Taxation Act, as amended.

_____ The Village published a notice as required and conducted a hearing meeting the requirements of the Truth in Taxation Act.

 X The Village's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and hearing were not necessary.

_____ The proposed aggregate levy did not exceed a 5% increase over the prior year's extension and therefore a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and notice was published within 15 days of its adoption in accordance with the Truth in Taxation Act.

_____ The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Act.

In Witness, Whereof, I have placed my official signature on this _____ day of December, 2021.

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk

Attachment: BOT_Truth in Taxation Cert 11.1.21 (Truth in Taxation Determination)



Information Item : Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.

Recommendation of Action

Staff recommends going into executive session.

Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

Trustee Liaison

Sussman

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, November 1, 2021