



AGENDA

REGULAR VILLAGE BOARD MEETING

June 16, 2020

7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION

3. APPROVAL OF MINUTES OF May 12, 2020

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT:	May 26, 2020	\$ 652,249.70	CONFIRMING
	May 31, 2020	\$ 3,134,293.19	CONFIRMING
	June 16, 2020	\$ 1,929,510.88	

6. CONSENT AGENDA

- a. Consideration to approve the installation of a sign for F45 Training at 960 Elk Grove Town Center.

(Section 7B-5-8 of the Elk Grove Zoning Ordinance requires all applications for sign permits in the B-5 Town Center Shopping District be reviewed and approved by the Mayor and Board of Trustees.

(The building signage will total approximately twenty two (22) square feet in area, which meets the allowable area permitted by the Village's sign regulations.

(The Director of Community Development recommends approval.)

- b. Consideration to approve a temporary sign permit for Village Dental at 958 Elk Grove Town Center

(Section 7B-5-8 of the Elk Grove Village Zoning Ordinance requires all applications for sign permits in the B-5 Town Center Shopping District to be reviewed and approved by the Mayor and Board of Trustees.

(Village Dental submitted a temporary banner sign to advertise their re-opening due to closure caused by the global pandemic (coronavirus).

(The temporary sign will be displayed for a period of no more than sixty (60) days.

(The Director of Community Development recommends approval.)

- c. Consideration of requests from the Elk Grove Park District to waive permit fees in the

amount of \$1,177 for the following:

- Parking lot maintenance at Rainbow Falls, 200 Reverend Morrison Boulevard, in the amount of \$142.00;
- Parking lot maintenance at Pirates Cove, 901 Leicester Road, in the amount of \$123.00;
- Parking lot maintenance at Lions Park, 180 Lions Drive, in the amount of \$122.00;
- Parking lot maintenance at Saint Julian of Eymard Church, 601 Biesterfield Road, in the amount of \$73.00, and;
- Installation of an ADA accessible concrete sidewalk at Cooney Meadows, 1770 Gibson Drive, in the amount of \$717.00.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.

(The Director of Community Development recommends approval.)

- d. Consideration of a request from the Elk Grove Park District, located at 499 Biesterfield Road, to waive FY 2020/21 vehicle sticker fees in the amount of \$2,100.

(The Elk Grove Park District is seeking a waiver of FY 2020/21 vehicle sticker fees for 5 passenger vehicles (\$125), 16 Class-B trucks (\$800), 13 Class-D/F trucks (\$975), and 2 Class-H/J/K trucks (\$200) for a total waiver of \$2,100.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.

(The Director of Finance recommends approval.)

- e. Consideration to approve the third quarter financial report ending January 31, 2020.

(As part of the new financial software system, staff has created quarterly financial reports comparing year to date numbers to the prior year.

(The Director of Finance recommends approval.)

- f. Consideration to concur with prior authorization of the following:

- A request to hold a Public Hearing before the Plan Commission to consider a Petition for Annexation and Rezoning of the property at 1910-1912 E. Higgins Road; and
- To waive the fees associated with these petitions.

(McDonald's Corporation has petitioned the Village for the annexation of the property at 1912 E Higgins Road, and the rezoning of the property from I-1 to B-3.

(The property is currently occupied by a McDonald's Restaurant, and the Petitioner intends

to continue the operations of the existing restaurant.

(PH 6-29-2020)

- g. Consideration to concur with prior authorization of the following:

- A request to hold a Public Hearing before the Plan Commission to consider a

- Petition for Annexation and Rezoning of the property at 1907 Oakton Street; and
- To waive the fees associated with these petitions.

(C & R Oakton Higgin, Inc. has petitioned the Village for the annexation of the property at 1907 Oakton Street, and the rezoning of the property from I-1 to B-3.

(The property is currently occupied by a Jiffy Lube automotive repair facility, and the Petitioner intends to continue the operations of the existing Jiffy Lube.

(PH 6-29-2020)

- h. Consideration to commit to the purchase of Bulk Rock Salt through the State of Illinois Joint Purchasing Contract in the amount of 3,200 tons for the FY 2020-2021 winter season.

(Illinois (CMS) is currently preparing bids for the FY 2020-21 Bulk Rock Salt Joint Purchasing Program.

(The Village intends to purchase 3,200 tons of Bulk Road Salt in FY 2020.

(The contract allows for the purchase of a minimum of eighty percent (80%) and a maximum of one hundred and twenty percent (120%) of the awarded amount.

(This purchase option provides flexibility in the event that snowfall totals were below average and provides sufficient quantity to ensure safe roadways during a severe winter.

(Adequate funds have been budgeted for this project in the FY 2021 budget.

(The Director of Public Works recommends approval.)

- i. Consideration to award a construction contract to the lowest responsive and responsible bidder TAT Enterprises, Inc. for the parking lots resurfacing at the Nerge Lift, Huntington Lift & Greenleaf Pump Stations project in the amount of \$44,974.90 from the Water & Sewer Fund.

(On Thursday, June 4, 2020, the Village opened sealed bids for the Parking Lots – Nerge Lift, Huntington Lift & Greenleaf Pump Stations project.

(Seventeen (17) contractors obtained bid documents and eleven (11) submitted bids.

(The lowest responsive and responsible bid was received from TAT Enterprises, Inc. of Kingston, IL.

(The received bid came in twelve percent (12%) below the engineer's estimate.

(Adequate Funds were budgeted in FY20 in the Water and Sewer Budget and will be carried over to FY21.

(The Director of Public Works recommends approval.)

- j. Consideration to award a purchase contract to Morrow Brothers Ford of Greenfield, IL for the purchase of one Ford Interceptor Utility in the amount of \$47,885 from the General Fund.

(In the FY21 budget, funds have been allocated to replace unit 153, a 2006 Ford Crown Victoria, due to excessive age.

(Due to recent plant closures order times will be delayed for months or more. It would be in the village's best interest to take delivery of an in stock unit to avoid these delays.

(The Ford Interceptor Utility is available through the State of Illinois CMS contract from Morrow Brothers Ford, of Greenfield, IL in the amount of \$47,885.

(This price exceeds the budgeted amount of \$45,000, but includes installation of all

emergency lights, equipment and labor to install FD two-way radios, thereby saving installation costs upon arrival.

(Sufficient funds are available for this purchase.

(The Fire Chief recommends approval.)

- k. Consideration to award a professional services contract to HR Green of McHenry, IL for engineering/bidding services, construction observation and project management services related to the demolition and restoration of property located at 1932 E. Higgins Road in an amount not to exceed \$55,960 from the Capital Projects Fund.

(HR Green, Inc. submitted a proposal to provide the necessary engineering/bidding, construction observation and project management services for the demolition and site restoration of the former Phoenix Club site located at 1932 E. Higgins Road.

(HR Green, Inc. has successfully provided consulting services to the Village for the construction management of the two new fire stations, two Public Works facilities, the Beisner Road R.O.W. Storm Sewer Replacement, Higgins Road water main extension, as well as several other projects.

(Additionally, HR Green has provided similar services related to the former Elk Grove Hotel and Motel 6 sites.

(The Deputy Village Manager recommends approval.)

- l. Consideration of a request to renew a professional service contract with Temple Display, LTD of Oswego, IL for the Holiday Lighting and Decoration Services contract in the amount of \$57,646.15.

(On September 12, 2017, the Village Board awarded a contract to Temple Display, Ltd. of Oswego, IL for the Holiday Lighting and Decoration Services contract.

(The contract provided for an option of four (4) additional renewals through January 31, 2022.

(Temple Display, Ltd. has performed satisfactorily throughout the first two years of the contract.

(The contract period is from October 1, 2020 through January 31, 2021.

(The contract amount reflects 2.2% increase over the previous year's contract.

(The Director of Public Works recommends approval.)

- m. Consideration to increase the FY20 professional services contract with HR Green, Inc. of McHenry, IL for fire plan review services in the amount of \$26,228, for a total contract in the amount of \$136,228 from the General Fund.

(This is the second year that the Fire Department has contracted with HR Green, Inc. for fire plan review services.

(The contract provides for regular review of sprinkler, fire pump, and fire alarm drawings and related calculations. Specialty reviews are also provided as needed.

(HR Green, Inc. representatives reviewing fire plans are ICC Certified Master Code Professionals with fire service-specific certifications.

(An increase in the number of permits submitted requires an increase to the FY20 contract to cover expenses for services rendered through April 30, 2020.

(Adequate funds are available in the FY20 Fire Department General Fund budget.

(The Fire Chief recommends approval).

- n. Consideration of a request to increase the contract with Lyons Electric Company, Inc. of LaGrange, IL for the 2019 Arterial and Business Park Street Light Maintenance Contract by \$61,167.13 for a total contract amount of \$208,772.88 in the Business Leaders Fund.

(On April 23, 2019, the Village Board awarded a contract to Lyons Electric Company, Inc. of LaGrange, IL for the Arterial & Business Park Street Light Maintenance contract.

(The contract was awarded in the amount of \$147,605.75 based on a contractual amount for monthly street light maintenance and non-routine repairs.

(The number of street lights required to be repaired due to accidents was substantial more than the original estimated amount. The Village will subrogate against insurance of driver's to recover this cost.

(The Director of Public Works recommends approval.)

- o. Consideration to award a professional service contract to the lowest responsive and responsible bidder Duke's Root Control Inc. of Syracuse, NY for the 2020 Manhole Rehabilitation project in the amount of \$346,807 from the Water and Sewer Fund.

(On Monday, June 4, 2020, the Village opened sealed bids for the 2020 Manhole Rehabilitation project.

(The project includes installation of internal chimney seals, bench and chimney repairs, cement manhole lining, televising inspections, and a ten year warranty.

(A total of nine (9) contractors obtained contract documents, with one (1) submitting bid.

(The lowest responsive and responsible bid was received from Duke's Root Control Inc. of Syracuse, NY for the amount of \$346,807.

(Adequate funds are available in the Water and Sewer Found.

(The Director of Public Works recommends approval.)

- p. Consideration to concur with prior Village Board authorization to award a construction contract to the lowest responsive and responsible bidder Maneval Construction of Ingleside, IL for the Rotary Green parking lot expansion project in the amount of \$407,309.65 from the Capital Projects Fund.

(On Tuesday, April 14, 2020 the Village opened sealed bids for the Rotary Green Parking Lot Expansion project. Four (4) contractors obtained bid documents, with one (1) contractor submitting a bid.

(The project includes the expansion of the parking lot at Rotary Green, storm sewer drainage, installation of additional parking lot lighting and security bollards around the Rotary Green grounds.

(The lowest responsive and responsible bid was received by Maneval Construction of Ingleside, Il.

(Adequate funds are available in the Capital Projects Fund which will be carried over from FY 2020 to 2021.

(The Director of Public Works recommends approval.)

- q. Consideration to grant a variation from Municipal Code, Section 8-12B-1-1D, Easements, to permit the construction of a shed, which will encroach two feet (2') in the ten-foot (10') rear yard public utility and drainage easement and one foot (1') in the five-foot (5') side yard public utility and drainage easement at 725 Delphia Avenue.

(The property owner is seeking a variation to construct a shed within two public utility easements. Comcast, AT&T, Nicor, and ComEd have written letters granting permission to encroach upon the easements.

(The Community Development Department has field checked this location for Village-owned utilities in the easements. The Department has found a street light cable within the rear easement which will not be adversely affected by the installation of the shed and there will be no negative impact on drainage.

(The Director of Community Development recommends approval.)

- r. Consideration to adopt Ordinance No. 3663 amending Section 1-5-6 of the Village Code by deleting Mayor Pro Tem and establishing in its place the position of Deputy Mayor.

(This Ordinance replaces Mayor Pro Tem in Section 1-5-6 of the Village Code and establishes the position of Deputy Mayor to preside at a meeting should the Mayor be incapacitated and unable to perform the duties of Mayor.)

- s. Consideration to adopt Ordinance No. 3664 granting a Special Use Permit and a variation of the Zoning Ordinance to reduce the required front yard setback to the Elk Grove Park District to permit the construction of new Clubhouse and Maintenance Buildings on property located at 333 Plum Grove Road, Elk Grove Village (Fox Run Golf Links).

(This item was discussed at the May 12, 2020 Village Board Meeting and currently appears under Unfinished Business.)

- t. Consideration to adopt Resolution No. 37-20 approving a Plat of Easement for storm sewer between the Village of Elk Grove Village and the owners of record for Lot 2 in the Elk Grove Technology Park Subdivision, Equity Roots.

(The Village has requested easements be dedicated for the future maintenance and repair of the public storm sewer constructed as part of the Elk Grove Technology Park.

(The Plat of Easement provides three separate, fifteen foot (15') storm sewer easements from Innovation Drive and Brennan Boulevard rights-of-way to the storm water management facility located on Lot 2 in the Elk Grove Technology Park Subdivision.

(The Director of Community Development recommends approval.)

- u. Consideration to adopt Resolution No. 38-20 authorizing execution of an updated

intergovernmental agreement with the Illinois Department of Healthcare and Family Services (HFS) for participation in the Ground Emergency Medical Transportation (GEMT) Program for enhanced Medicaid billing for ambulance services.

(The Village is an approved publicly operated emergency transportation provider in Illinois.

(Medicaid reimbursement rates for emergency transport services are significantly lower than actual costs.

(The Illinois Department of Healthcare and Family Services (HFS) is pursuing additional federal funding that would increase receipts for Medicaid transports.

(The Village previously executed an intergovernmental agreement between the Village and HFS for participation in the Ground Emergency Medical Transportation (GEMT) Program for enhanced Medicaid billing for ambulance services.

(HFS has revised the manner in which funding will be provided to and shared with publicly operated emergency transportation providers and is requiring a revised IGA.

(The Fire Chief recommends approval.)

- v. Consideration to adopt Resolution No. 39-20 authorizing the Mayor and Village Clerk to execute a license supplement to the Master Pole Attachment Agreement approved by Resolution No. 14-19 between the Village of Elk Grove Village and New Cingular Wireless PCS, LLC (Meacham Road, north of Biesterfield Road).

(New Cingular Wireless PCS, LLC is seeking to execute a license supplement to the Master Pole Attachment Agreement approved by Resolution 14-19.

(This license supplement provides for the collocation of a small wireless facility on an existing Village-owned street light on the west side of Meacham Road, approximately 625 feet north of Biesterfield Road.

(New Cingular Wireless has obtained the required Small Wireless Facility permit from the Village for this site.

(The State of Illinois' Small Wireless Facilities Deployment Act requires that municipalities permit the collocation of small wireless facilities on Village-owned poles within the right-of-way and sets a maximum annual rental rate of \$200 for each of these installations.

(The Assistant Village Manager/Director of Communications recommends approval.)

- w. Consideration to concur with prior Village Board authorization to adopt Resolution No. 40-20 authorizing the Mayor and Village Clerk to execute a license supplement to the Master Pole Attachment Agreement approved by Resolution No. 13-19 between the Village of Elk Grove Village and Chicago SMSA Limited Partnership d/b/a Verizon Wireless of Basking Ridge, New Jersey (Arlington Heights Road, south of Biesterfield).

(Chicago SMSA Limited Partnership d/b/a Verizon Wireless is seeking to execute a license supplement to the Master Pole Attachment Agreement approved by Resolution 13-19.

(This license supplement provides for the collocation of a small wireless facility on an existing Village-owned street light on the west side of Arlington Heights Road, approximately 150 feet south of Biesterfield Road.

(Verizon Wireless has obtained the required Small Wireless Facility permit from the Village for this site.

(The State of Illinois' Small Wireless Facilities Deployment Act requires that

municipalities permit the collocation of small wireless facilities on Village-owned poles within the right-of-way and sets a maximum annual rental rate of \$200 for each of these installations.

(The Assistant Village Manager/Director of Communications recommends approval.)

- x. Consideration to adopt Resolution No. 41-20 authorizing the Mayor and Village Clerk to execute an Intergovernmental Agreement between the State of Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village for the proposed improvement plan and the cost participation responsibilities for IL 72 (Higgins Road) from Oakton Street to IL 83 (Busse Road) project.

(The State of Illinois has prepared an Intergovernmental Agreement to outline the cost share and maintenance responsibilities for the IL 72 (Higgins Road) from Oakton Street to IL 83 (Busse Road) Improvement Project to be executed by and between the State of Illinois and Village of Elk Grove Village.

(The following items required the Village's cost participation include traffic signal replacement, emergency vehicle pre-emption (EVP) devices, bicyclist and pedestrian accommodations, roadway lighting, and LED street signs.

(The Village's total cost share for the Project is estimated as Five Hundred Thirty-Nine Thousand Four Hundred Sixty-Five Dollars (\$539,465).

(The Director of Public Works has recommended approval.)

- y. Consideration to concur with prior Village Board authorization to adopt Resolution No. 42-20 to authorize the Mayor and Village Clerk to execute a Real Estate Sales Contract between the Village of Elk Grove Village and B & W Real Estate, LLC.

(This property is being purchased with the intent of future redevelopment.

(There are no plans for redevelopment at this time.)

- z. Consideration to adopt Resolution No. 43-20 authorizing the Mayor to execute a Letter of Receipt stipulating the terms of an agreement for an application seeking a Cook County Class 6B Property Tax Exemption status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018 for certain real estate located at 500-520 Bonnie Lane.

(The Law Offices of Liston & Tsantilas, on behalf of James R. Carr Trust (Applicant) is seeking a Cook County Class 6B property tax exemption for 500-520 Bonnie Lane.

(The Applicant intends to purchase the building for its related entity CARR Machine and Tool for its operations consisting of contract machining services for the Department of Defense, Space and Exploration, Aerospace, Automated Equipment and Medical industries.

(The subject property consists of a 15,000 square foot building that has been on a month-to-month lease that would have ended but for the COVID-19 Virus. The property will be 100% vacant and unused for at least a month prior to closing.

(The Applicant plans to spend approximately \$100,000 to rehabilitate and improve the subject property. These improvements are as follow: Upgrade the façade, update landscaping, entry doors, windows, signage and various other renovations.

(CARR Machine & Tool is currently located at 1301 Jarvis Avenue in Elk Grove, and is outgrowing their site. CARR Machine & Tool plans to move over its entire operations to the subject property. Currently, CARR Machine & Tool has 8 full-time employees and

plans to add at least 9 jobs to the new site within the first 3 years of operations at the subject property.

(The eligibility requirements for 6B status are new construction, substantial renovation or buildings that have been vacant for a period of time. This site qualifies as it involves vacancy for less than twenty-four (24) months with a purchase for value, special circumstances, and significant rehabilitation.

(Property approved for Class 6B status allows the owner of the property to have the assessment level lowered for a period of twelve years. The assessment schedule is 10% of fair market value for ten years then 15% in the eleventh year and 20% in the twelfth year. Industrial property is currently assessed at 25% of fair market value in Cook County.

(Upon approval, the Director of Business Development and Marketing will issue a Letter of Receipt to the Applicant. The Letter of Receipt will allow the Applicant to file an application with Cook County. Final approval is at the discretion of the Village Board and contingent with the Applicant completing the improvements stated in their application.

(The Clerk's office is preparing the resolution for the next Village Board Meeting.

(The Director of Business Development and Marketing recommends issuing a Letter of Receipt.)

- aa. Consideration to adopt Resolution No. 44-20 authorizing the Mayor to execute a Letter of Receipt stipulating the terms of an agreement for an application seeking a Cook County Class 6B Property Tax Exemption status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018 for certain real estate located at 825 Arthur Ave.

(The Law Offices of Eugene L. Griffin & Assoc, LTD. on behalf of their client AMB Partners II Local L.P., (Applicant) is seeking a Cook County Class 6B property tax exemption for property located at 825 Arthur Avenue.

(The Applicant intends to lease the building for a term of ten years from the owner Prologis. The Applicant is a fortune 100 company that will use the building for a new distribution center where products are received directly from the supplier or manufacturer and then distributed directly to the consumer or retail chain. The building will also be used to distribute appliances, styrofoam, and cardboard to third party recyclers. The tenant projects the project will create thirty construction jobs, twenty to twenty five full time jobs on premises, and seventy to eighty third party logistics positions.

(The owner has invested approximately \$578,000 to maintain the building while vacant and will make additional investments for the new tenant. Total investment upon occupancy is expected to be approximately \$2,328,925. This includes landscaping, tenant buildout, façade painting, replacement of all HVAC units, and refurbishing the parking lot. The building is approximately 120,000 square feet and has been vacant since February of 2019.

(The eligibility requirements for 6B status are new construction, substantial renovation or buildings that have been vacant for a period of time. This site qualifies as an eligible Cook County 6B TEERM property tax exemption as it involves occupation of a vacant building with vacancy greater than twelve months and less than twenty-four months with no purchase for value.

(Property approved for Class 6B status allows the owner of the property to have the assessment level lowered for a period of twelve years. The assessment schedule is 10% of fair market value for ten years then 15% in the eleventh year and 20% in the twelfth year.

Industrial property is currently assessed at 25% of fair market value in Cook County. (Upon approval, the Director of Business Development and Marketing will issue a Letter of Receipt to the Applicant. The Letter of Receipt will allow the Applicant to file an application with Cook County. Final approval is at the discretion of the Village Board and contingent with the Applicant completing the improvements stated in their application. (The Director of Business Development and Marketing recommends issuing a Letter of Receipt.)

- bb. Consideration to adopt Resolution No. 45-20 authorizing the Mayor to execute a Letter of Receipt stipulating the terms of an agreement for an application seeking a Cook County Class 6B Property Tax Exemption status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018 for certain real estate located at 2150 Lively Blvd.

(The Law Offices of Sarnoff & Baccash, on behalf of Lively Blvd LLC. (Applicant) is seeking a Cook County Class 6B property tax exemption for 2150 Lively Blvd. (The Applicant intends to purchase the building for its related entity Raphael Chicago Inc., for its operations consisting of the warehousing and distribution of quartz, porcelain and tile backsplash used in the construction industry. The subject property consists of an approximate 9,980 square foot building that has been vacant since March 2020.

(The Applicant plans to spend approximately \$60,000 to \$100,000 to rehabilitate and improve the subject property. These improvements are as follow: Update landscaping, update/improve façade, add new signage, install a new concrete dock drive and apron per Elk Grove Village Standards, repaint exterior drive in doors, repair retaining walls as necessary, add new exterior lighting, sealcoat and stripe the drive and parking lot and provide ADA compliant accessible entrance to the building from the parking lot, as well as to complete other general maintenance.

(Raphael Chicago Inc. is currently located at 1620 Jarvis Avenue in Elk Grove Village, and is outgrowing their site. Raphael Chicago Inc. plans to move its entire operations to the subject property. Currently, Raphael Chicago Inc. has 4 full-time employees and plans to add at least 4-6 jobs to the new site within the first 3 years of operations at the subject property.

(The eligibility requirements for 6B status are new construction, substantial renovation or buildings that have been vacant for a period of time. This site qualifies as it involves vacancy for less twenty-four (24) months with a purchase for value, special circumstances, and significant rehabilitation.

(Property approved for Class 6B status allows the owner of the property to have the assessment level lowered for a period of twelve years. The assessment schedule is 10% of fair market value for ten years then 15% in the eleventh year and 20% in the twelfth year. Industrial property is currently assessed at 25% of fair market value in Cook County.

(Upon approval, the Director of Business Development and Marketing will issue a Letter of Receipt to the Applicant. The Letter of Receipt will allow the Applicant to file an application with Cook County. Final approval is at the discretion of the Village Board and contingent with the Applicant completing the improvements stated in their application.

(The Clerk's office is preparing the resolution for the next Village Board Meeting.

(The Director of Business Development and Marketing recommends issuing a Letter of Receipt.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Rummel

- a. PC Docket 20-4 - A request for a Public Hearing to consider the petition submitted by Car Care JL for Annexation and Rezoning from I-1 Restricted Industrial District to B-3 Business District for the operation of a Jiffy Lube automotive care facility located at 1907 E. Oakton Street. (PH 06-29-2020)
- b. PC Docket 20-5 - A request for a Public Hearing to consider the petition submitted by McDonald's Corporation for Annexation and Rezoning from I-1 Restricted Industrial District to B-3 Business District for the operation of a McDonald's restaurant with dual drive-through for property located at 1910-1912 Higgins Road. (PH 06-29-2020)
- c. A request for a Public Hearing for the petition submitted by Welbiz IV Elk Grove 1463 LLC for a Special Use Permit for the operation of a truck and trailer repair shop at 1463 Lunt Avenue. (The Public Hearing date has not yet been established.)

9. ZONING BOARD OF APPEALS - Village Manager Rummel

- a. ZBA Docket 20-1 - A Public Hearing via teleconference for variations of the Elk Grove Zoning Ordinance No. 2410 as it pertains to detached accessory structures in residential zoning districts for property located at 500 Elk Grove Boulevard. (PH 05-21-2020)
- b. ZBA Docket 20-2 - A Public Hearing via teleconference for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations of fences in residential zoning districts for property located at 298 Brantwood Avenue (PH 05-21-2020).
- c. ZBA Docket 20-3 - A Public Hearing via teleconference for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations of fences in residential zoning districts for property located at 632 Dupont Court (PH 06-11-2020).

10. YOUTH COMMITTEE - Trustee Franke

11. BUSINESS LEADERS FORUMS - Trustee Lissner

12. CABLE TELEVISION COMMITTEE - Trustee Lissner

13. HEALTH & COMMUNITY SERVICES - Trustee Czarnik

14. INFORMATION COMMITTEE - Trustee Lissner

15. RECYCLING & WASTE COMMITTEE - Trustee Feichter

16. PARADE COMMITTEE - Trustee Czarnik

17. PERSONNEL COMMITTEE - Trustee Franke

18. JUDICIARY, PLANNING AND ZONING COMMITTEE - Trustee Prochno

- a. Telecommunication Facilities

19. CAPITAL IMPROVEMENTS COMMITTEE - Trustee Czarnik

20. AIRPORT UPDATE

21. MID-SUMMER CLASSICS CONCERT SERIES UPDATE - Mayor Johnson

22. SPECIAL EVENTS COMMITTEE - Mayor Johnson

23. LIQUOR COMMISSION - Mayor Johnson

24. REPORT FROM VILLAGE MANAGER

25. REPORT FROM VILLAGE CLERK

26. UNFINISHED BUSINESS

- a. Village Attorney - Direct the Village Attorney to prepare the necessary documents for a Special Use Permit with a variation of the Zoning Ordinance to allow the construction of new clubhouse and maintenance buildings on property located at 333 Plum Grove Road. (Fox Run Golf Links)

27. NEW BUSINESS

28. PUBLIC COMMENT

29. ADJOURNMENT

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO MODIFY A SITE PLAN PREVIOUSLY APPROVED UNDER A PLANNED UNIT DEVELOPMENT AND A VARIATION OF THE ZONING ORDINANCE TO REDUCE THE REQUIRED FRONT YARD SETBACK TO ELK GROVE PARK DISTRICT TO PERMIT THE CONSTRUCTION OF NEW CLUBHOUSE AND MAINTENANCE BUILDINGS ON PROPERTY LOCATED AT 333 PLUM GROVE ROAD (FOX RUN GOLF LINKS)

WHEREAS, the Plan Commission of the Village of Elk Grove Village, at a public meeting, duly called and held according to law, considered a petition submitted by the Elk Grove Park District to grant a Special Use Permit to modify a site plan previously approved under a Planned Unit Development and a variation of Section 7-1 of the Zoning Ordinance for the purpose of reconstructing the clubhouse and maintenance buildings at the Fox Run Golf Links for property located at 333 Plum Grove Road; and

WHEREAS, the Mayor and Board of Trustees of the Village of Elk Grove Village, after having considered the recommendations and finding of the Plan Commission, find and believe that it is in the best interest of the Village to grant a Special Use Permit as requested and that sufficient hardship exists to justify the granting of the requested variation.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois as follows:

Section 1: That there be granted a Special Use Permit to modify a site plan previously approved under a Planned Unit Development to Elk Grove Park District for the construction of new clubhouse and maintenance buildings for property located at 333 Plum Grove Road, Elk Grove Village, subject to the following condition:

1. The boundary landscaping that is not being provided along Plum Grove Road (3 trees and 39 shrubs) be incorporated into the landscape plan elsewhere on the property.

Section 2: That there is hereby granted a variation of Section 7-1 of the Zoning Ordinance as it relates to minimum front yard setback from twenty-five (25') feet to permit a setback of ten (10') feet.

Section 3: That this ordinance shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____
PASSED this _____ day of _____ 2020.
APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-5-6 OF THE VILLAGE CODE BY DELETING MAYOR PRO TEM AND ESTABLISHING IN ITS PLACE THE POSITION OF DEPUTY MAYOR

WHEREAS, the Village of Elk Grove Village is a home rule municipality with broad authority to “exercise any power and perform any function pertaining to its government and affairs” in accordance with Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Mayor and Board of Trustees have determined it to be in the best interests of the Village to have a replacement process in effect should the Mayor be unable to perform the duties pertaining to the office of the Mayor.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois as follows:

Section 1: That Section 1-5-6 Mayor Pro Tem of the Village Code be deleted in its entirety and amended to read as follows:

1-5-6: DEPUTY MAYOR: There is hereby established the position of Deputy Mayor who shall be a current sitting trustee designated by the Mayor in his sole discretion. In the event the Mayor is unable to attend a regular or special meeting of the Board or a meeting of the Board as a Committee of the Whole, the Deputy Mayor shall act as temporary mayor or chairman pro tem and preside over the meetings. In the event the Mayor is incapacitated and unable to perform the duties of Mayor, the Deputy Mayor shall act as mayor pro tem and perform the duties of the Mayor until such time as the Mayor recovers and is thus able to perform the duties of his office. The designation shall be made by a written submittal by the Mayor to the Village Clerk and can change from time to time by the Mayor in his sole discretion.

Section 2: That this ordinance shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ **NAYS:** _____ **ABSENT:** _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN UPDATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES (HFS) AND THE VILLAGE OF ELK GROVE VILLAGE FOR PARTICIPATION IN THE GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) PROGRAM FOR ENHANCED MEDICAID BILLING FOR AMBULANCE SERVICES

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached revised document marked:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN**

THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

AND

THE VILLAGE OF ELK GROVE VILLAGE

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND**

2020-20-____

The Illinois Department of Healthcare and Family Services (the "Department" or "HFS") and _____, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the "IGA Act") and Section 2-32-030 of the Municipal Code of Chicago, hereby enter into this Intergovernmental Agreement (the "Agreement") in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I
INTRODUCTION**

1.01 **Background.** Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the "Public Aid Code"), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates a Fire Department (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 **Purpose.** In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 **Definitions**

- (a) **Agent** means Managed Care Organizations and Administrative Services Organizations.
- (b) **ALS** means Advanced Life Support billed under CPT Code A0427.
- (c) **BLS** means Basic Life Support billed under CPT Code A0429.
- (d) **Base Rate** means the current fee-schedule rate for Provider on the Department's rate sheet for the Provider as of September 30, 2019.
- (e) **Covered Ambulance Services or Services** means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) **Effective Federal Match Rate** means the weighted average of the Federal Medical Assistance Percentage (FMAP) for Illinois non-Affordable Care Act (ACA) enrollees and the supplemental FMAP for ACA expansion population based on the percentage of Covered Ambulance Services provided to the different populations.
- (g) **Interim Rate** means the payments to Provider for Covered Ambulance Services in addition to the payments made pursuant to the state plan fee schedule and calculated pursuant to Article III.
- (h) **Medical Programs** means programs administered by the Department under the Public Aid Code, the Children's Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).

INTERGOVERNMENTAL AGREEMENT

Page 2 of 5

- (i) Participating Public Ambulance Provider means an ambulance provider owned by a municipal corporation or other unit of local government that has executed an Agreement with the Department with terms substantially identical to this Agreement.
- (j) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding supplemental payments for Services previously received by the Provider.
- (k) Rate Year means calendar year.
- (l) State Share means the portion of Medicaid claims expenditures not reimbursed using federal matching dollars.

ARTICLE II INTERGOVERNMENTAL TRANSFER

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt and verification of the Quarterly Invoice by the Local Government.

ARTICLE III INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

- i. The Department will calculate, using data from each Provider's most recent timely filed cost report, Provider's total costs per ALS trip and BLS trip for Covered Ambulance Services based on a submitted Department approved cost report.
- ii. The Department will calculate the difference between the ALS and BLS cost per trip calculated pursuant to (i) and the Department's published Base Rate for those trips to establish the Provider's Interim Rates for ALS and BLS.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

INTERGOVERNMENTAL AGREEMENT

Page 3 of 5

ARTICLE IV TERM

4.01 Term. This Agreement shall commence October 1, 2019 provided Provider's Cost Report was received by the Department on or before October 1, 2019, or on January 1, 2020, if Provider's cost report was received after October 1, 2019 and on or before November 1, 2019, and shall continue until otherwise terminated by the Parties.

ARTICLE V TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

INTERGOVERNMENTAL AGREEMENT

Page 4 of 5

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: Mary.Doran@illinois.gov
Kiran.Mehta@illinois.gov

To Local Government: _____

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

THERESA EAGLESON
DIRECTOR

DATE: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK
TO EXECUTE A LICENSE SUPPLEMENT TO THE MASTER POLE ATTACHMENT
AGREEMENT APPROVED BY RESOLUTION NO. 14-19 BETWEEN THE VILLAGE
OF ELK GROVE VILLAGE AND NEW CINGULAR WIRELESS PCS, LLC
(MEACHAM ROAD, NORTH OF BIESTERFIELD ROAD)**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached document marked:

**LICENSE SUPPLEMENT
MASTER POLE ATTACHMENT AGREEMENT**

between the Village of Elk Grove Village and New Cingular Wireless PCS, LLC, a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this ____ day of _____, _____ between the City/Village of Elk Grove Village, whose principal place of business is 901 Wellington Ave, Elk Grove Village, IL 60007 (LICENSOR), and NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company d/b/a AT&T MOBILITY, whose principal place of business is 575 Morosgo Drive NE, Atlanta, GA 30324 (LICENSEE).

1. Master License Agreement. This Supplement is a Supplement as referenced in that certain Master License Agreement between the City/Village of Elk Grove and New Cingular Wireless PCS, LLC, dated February 12, 2019, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Premises. The Property owned by Licensor is located at 620 Meacham Rd., Elk Grove Village, IL 60007. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3. Term. The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.

4. Initial Rent. During the initial term of this Supplement, rent shall be \$200.00 per year, payable to LICENSOR at 901 Wellington Ave.. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement.

5. Rent During Extension Terms. The rent shall be subject to renegotiation by the parties prior to the start of each five-year extension term of this supplement. In the event the parties are unable to agree upon new terms within thirty (30) days after the start of the extension term, then this License Supplement shall terminate one hundred twenty (120) days thereafter. In no event shall any new rent exceed the amount permitted by applicable state or federal law.

5. Electrical Service. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.

6. Site Specific Terms. (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

Village of Elk Grove Village, an Illinois Municipal Corporation

BY:

Name: _____

Title: _____

Date: _____

LICENSEE

**New Cingular Wireless PCS, LLC a Delaware limited liability company d/b/a AT&T
Mobility**

By: AT&T Mobility Corporation, its Manager

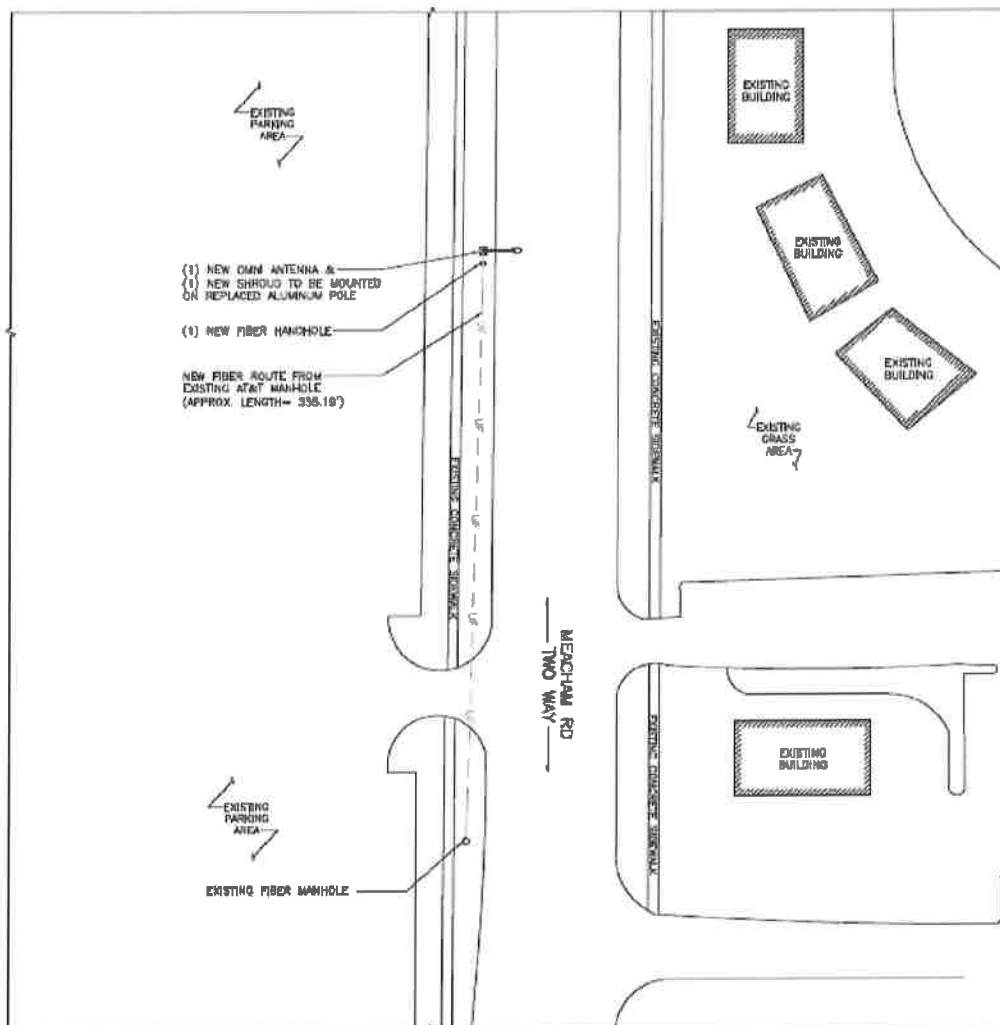
BY: _____

Name: Blake C Thomas

Title: _____

Date: _____

EXHIBIT 1
Premises



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK
TO EXECUTE A LICENSE SUPPLEMENT TO THE MASTER POLE ATTACHMENT
AGREEMENT APPROVED BY RESOLUTION NO. 13-19 BETWEEN THE VILLAGE
OF ELK GROVE VILLAGE AND CHICAGO SMSA LIMITED PARTNERSHIP D/B/A
VERIZON WIRELESS OF BASKING RIDGE, NEW JERSEY (ARLINGTON
HEIGHTS ROAD, SOUTH OF BIESTERFIELD)**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached document marked:

**LICENSE SUPPLEMENT
MASTER POLE ATTACHMENT AGREEMENT**

between the Village of Elk Grove Village and Chicago SMSA Limited Partnership d/b/a/ Verizon Wireless of Basking Ridge, New Jersey (Arlington Heights Road, south of Biesterfield), a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this ____ day of _____, _____, between the City/Village of Elk Grove Village, whose principal place of business is 901 Wellington Ave. Elk Grove Village, IL 60007 (LICENSOR), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the City/Village Elk Grove Village and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, dated April 11th, 2019, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** The Property owned by Licensor is located at 980 ELK GROVE TOWN CENTER ELK GROVE VILLAGE, IL 60007. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.

4. **Initial Rent.** During the initial term of this Supplement, rent shall be \$200.00 per year, payable to LICENSOR at 901 Wellington Ave Elk Grove Village, IL 60007. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement.

5. **Rent During Extension Terms.** The rent shall be subject to renegotiation by the parties prior to the start of each five-year extension term of this supplement. Each party shall negotiate in good faith to agree upon the rent during the extension term, provided however that if agreement on the extension term rent is not finalized within 8 months, either party may terminate this agreement. In no event shall any new rent be less than the then current rental. In no event shall any new rent exceed the amount permitted by applicable state or federal law.

5. **Electrical Service.** LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.

6. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

Village of Elk Grove Village, an Illinois Municipal Corporation

BY:

Name: _____

Title: _____

Date: _____

LICENSEE

Chicago SMSA Limited Partnership d/v/a Verizon Wireless

BY: 

Jim Martin

Name: _____

Title: DirecTel, Engineering

Date: 4/10/20

FAP Route 341
IL 72 / IL 83
Oakton St. (W. Jct) to East of IL 83 (E Jct)
and at IL 83 / Busse Road
State Section: 2011-019-TS
County: Cook
Job No. : C-91-469-11
Contract No.: 60P14
JN-120-011

AGREEMENT

This Agreement entered into this _____ day of _____, 2020 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and VILLAGE OF ELK GROVE VILLAGE of the State of Illinois, hereinafter called the VILLAGE

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 9,235 lineal feet of IL 72 / IL 83, FAP Route 341, from Oakton St. (W. Jct) to East of IL 83 (E Jct) and at IL 83 / Busse Road, STATE Section 2011-019-TS, STATE Job No.: C-91-469-11, State Contract Number 60P14 as follows:

The scope of work for the project includes restriping and minor widening to provide dual left turn lanes on all four legs of the IL 72 at IL 83 intersection, new signage and pavement markings to enhance continuity along IL 72, traffic signal replacement, pedestrian and bicyclist accommodations, drainage improvements and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the STATE include in its contract a shared used path, roadway lighting and interior illuminated street name signs; and

WHEREAS, the STATE has agreed to the VILLAGE's request; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the VILLAGE, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof..
4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
The VILLAGE agrees that upon award of the contract for this improvement, the VILLAGE will pay to the STATE, in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.

5. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.
6. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along IL 72 / IL 83 without the consent of the STATE.
7. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
8. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
9. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
10. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
11. Upon final field inspection of the improvement and so long as IL 72 / IL 83 are used as a STATE Highways, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

12. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including existing sidewalks, shared use paths, parkways and landscape medians.
13. VILLAGE owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy thereof. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.
14. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of IL 72 / IL 83. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.
15. The VILLAGE agrees to assume responsibility for the administration, control, reconstruction and maintenance of the shared use path not otherwise carried on State structures. The VILLAGE further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the operation of the shared use path.

If, in the future, the STATE adopts a roadway or traffic signal improvement on IL 72 / IL 83 which requires modification, relocation or reconstruction to said shared use path, then the VILLAGE hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct said shared use path in conjunction with the STATE's proposed improvement.

16. Upon acceptance by the STATE of the traffic signal work included herein the financial responsibility for maintenance and energy for the operation of the traffic signals shall remain as outlined in the Exhibit A in the Master Agreement executed between the Village of Elk Grove Village and the Department of Transportation for the term of which begins September 19, 2011.
17. It is the STATE's policy to install traffic signal hardware which requires little or no maintenance (e.g., galvanized signal posts and mast arms, polycarbonate traffic signal heads). All costs associated with the installation, future maintenance, or replacement of non-standard Department equipment, finish or hardware shall be the sole responsibility of the VILLAGE. This includes, but is not limited to, painting of the traffic signal hardware, aesthetic poles or mast arms, accessible pedestrian signals and internally illuminated street name signs.
18. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.
19. The STATE's Electrical Maintenance Contractor shall maintain the Emergency Vehicle Pre-Emption System equipment and internally illuminated LED street names signs located at the traffic signals included herein and shall directly invoice the VILLAGE for the costs related to said maintenance.
20. The VILLAGE shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be maintained and tested in accordance with the recommendations of the manufacturer.
21. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals, then the VILLAGE agrees to be financially responsible for its share of the traffic

signals and all costs to relocate or reconstruct the emergency vehicle pre-emption equipment and/or street name signs in conjunction with the STATE's proposed improvement.

22. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

23. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6009201 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Village of Elk Grove Village
901 Wellington Avenue
Elk Grove, Illinois 60007

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SEE NEXT PAGE FOR SIGNATURES

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF ELK GROVE VILLAGE

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Anthony J. Quigley, P.E.
Region One Engineer

Date: _____

Job No.: C-91-469-11
Agreement No.: JN-120-011

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 341, known as IL 72 / IL 83, Contract No. 60P14, State Section 2011-019-TS the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

“Exhibit B”

FUNDING RESOLUTION

WHEREAS, the VILLAGE OF ELK GROVE VILLAGE (VILLAGE) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of IL 72 / IL 83, known as Contract No. 60P14; State Section; 2011-019-TS: and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Five Hundred Thirty Nine Thousand Four Hundred Sixty Five Dollars (\$539,465) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project, based on final costs.

BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)
COUNTY OF COOK)

I, _____, _____ Clerk in and for the Village of ELK GROVE VILLAGE hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the Village Board at a meeting on _____, 2020 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this ____ day of _____, 2020 A.D.

Clerk

(SEAL)

**EXHIBIT A
ESTIMATE OF COST Contract 60P14**

Type of Work	FEDERAL		STATE		VILLAGE OF ELK GROVE VILLAGE		TOTAL
	\$	%	\$	%		%	
All roadway work excluding the following:	\$4,050,000	90%	\$450,000	10%		N/A%	\$4,500,000
P&C Engineering (15%)	\$607,500	90%	\$67,500	10%		N/A%	\$675,000
TRAFFIC SIGNALS AND LIGHTING							
IL Rte 72 @ Oakton (West)	\$270,000	90%	\$20,100	6.7%	\$9,900	3.3%	\$300,000
P&C Engineering (15%)	\$40,500	90%	\$3,015	6.7%	\$1,485	3.3%	\$45,000
Emergency Vehicle Preemption					\$7,000	100%	\$7,000
P&C Engineering (15%)					\$1,050	100%	\$1,050
IL Rte 72 @ IL Rte 83/Busse Rd	\$375,300	90%	\$41,700	10%			\$417,000
P&C Engineering (15%)	\$56,295	90%	\$6,255	10%			\$62,550
Emergency Vehicle Preemption					\$7,000	100%	\$7,000
P&C Engineering (15%)					\$1,050	100%	\$1,050
IL Rte 72@ Old 83/Oakton E	\$240,300	90%	\$26,700	10%			\$267,000
P&C Engineering (15%)	\$36,045	90%	\$4,005	10%			\$40,050
Emergency Vehicle Preemption					\$7,000	100%	\$7,000
P&C Engineering (15%)					\$1,050	100%	\$1,050
Installing LED Roadway Lighting @ IL 72 and IL 83					\$363,000	100%	\$363,000
P&C Engineering (15%)					\$54,450	100%	\$54,450
Installing LED street signs @ 3 Traffic Signals					\$52,000	100%	\$52,000
P&C Engineering (15%)					\$7,800	100%	\$7,800
OTHER WORK							
Shared-use Path	\$92,800	80%			\$23,200	20%	\$116,000
P&C Engineering (15%)	\$13,920	80%			\$3,480	20%	\$17,400
TOTAL	\$5,782,660		\$619,275		\$539,465		\$6,941,400

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A REAL ESTATE SALES CONTRACT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND B & W REAL ESTATE, LLC

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached documents marked:

REAL ESTATE SALES CONTRACT

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said documents upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

**Mayor Craig B. Johnson
Village of Elk Grove Village**

ATTEST:

Loretta M. Murphy, Village Clerk

REAL ESTATE SALE CONTRACT

1. **THE VILLAGE OF ELK GROVE VILLAGE**, an Illinois Municipal Corporation, having its principal office located at 901 Wellington Avenue, Elk Grove Village, Illinois, 60007, (the "Purchaser"), agrees to purchase at a price of One Million Three Hundred Fifty Thousand and No/100 Dollars (\$1,350,000.00), the Purchase Price, on the terms set forth herein, the following described real estate, in Cook County, Illinois (the "Property"):

See Legal Description Rider Attached Hereto As Exhibit 'A'

(approximately 1.50 acres)

PIN: 08-26-101-016-0000

Address: 1932 E. Higgins Road, Elk Grove Village, Illinois 60007

2. **B & W REAL ESTATE, LLC**, an Illinois Limited Liability Company, having its principal office located at 45 Lake View Lane, Barrington, Illinois, 60010, (the "Seller"), agrees to sell the real estate and the building/improvements thereon described above, (the "Property"), at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or its nominee title thereto by a recordable Warranty Deed, subject only to: (a) covenants, restrictions, building lines, private, public and utility easements, and roads and highways, if any; (b) special taxes or assessments for improvements not yet completed; (c) any unconfirmed special tax or assessment; (d) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; and (e) general taxes for the year 2019 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s).

3. Purchaser will pay \$50,000.00 to Chicago Title Insurance Company, ("Escrowee"), as Earnest Money concurrent with signing this Contract, to be applied on the Purchase Price, and agrees to pay or satisfy the balance of the Purchase Price in cash, plus or minus prorations or conditions, as set forth herein, at the time of Closing. Said Earnest Money shall be deposited in a Joint Order Escrow with Chicago Title Insurance Company for the mutual benefit of the Parties. Any cost of the Joint Order Escrow shall be divided equally between the Parties.

4. Closing shall be on June 26, 2020, or at such other date as mutually agreed and is practicable by the Parties in writing, at the Rolling Meadows Office of Chicago Title Insurance Company, provided title is shown to be good, and provided the contingencies set forth in this Contract have been satisfied or resolved as herein set forth.

5. Seller shall deliver possession of the Property to Purchaser at Closing, and shall remove any personal property that the seller chooses to remove prior to Closing. Seller certifies and warrants that no portion of the Property shall be subject to any written or oral leases or tenant occupancy of any type or kind at the time of Closing.

6. Purchaser agrees to purchase the subject Property in its present "as is condition" and acknowledges that Seller has not made any representations or warranties as to the building(s) or any contents located on the Property. Seller shall not be required to pay or contribute toward any expense for cost of repair to the Property unless otherwise agreed as a part of the Purchaser's due diligence.

7. Seller agrees to furnish Purchaser with any existing ALTA survey or otherwise for the Property within fifteen (15) days of acceptance of this Contract by the Seller.

8. Further, Seller shall deliver or cause to be delivered to Purchaser or Purchaser's attorney, at Seller's expense and not less than thirty (30) days prior to the time of Closing, a current ALTA survey dated after the Seller's acceptance date of this Contract, and a title commitment for an owner's title insurance policy issued by Chicago Title Insurance Company in the amount of the Purchase Price, covering title to the Property, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy; (b) the title exceptions set forth in Paragraph 2 above; and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of Closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c), and unpermitted exceptions or defects in the title disclosed by the ALTA survey, if any, as to which the title insurer commits to extend insurance.

9. If the title commitment or survey discloses either unpermitted exceptions or survey matters (herein referred to as "exceptions"), Seller shall have fifteen (15) days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects, or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in the event the title insurer commits to insure, the time of Closing shall be five (5) days after delivery of the commitment, but not sooner than June 26, 2020, unless mutually agreed by the Parties. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this Contract or may elect, upon notice to Seller within three (3) working days after the expiration of the fifteen (15) business day period, to take title as it then is and may propose a deduction from the Purchase Price, liens or encumbrances of a definite or ascertainable amount. Seller shall have three (3) business days to agree to said deduction. If Seller does not agree to said deduction, Purchaser may elect to thereafter terminate this Contract, without further actions of the Parties.

10. General taxes for 2019 and 2020 shall be prorated at Closing and shall be credited at 115% of the last ascertainable full year's real estate tax bill (2018 tax bill).

Seller shall be responsible for any other operational costs, including but not limited to utilities, through the date of Closing, and Seller shall cooperate and furnish any documentation necessary to comply with all state, county and local laws therewith.

11. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract. Seller shall be required to provide fire insurance coverage for any structures located on the Property pending Closing as set forth herein, and the risk of loss due to fire, other casualty, or condemnation remains with Seller. If, prior to Closing, any such loss occurs or any condemnation action is filed, then Purchaser may terminate this Contract, in which case neither Purchaser nor Seller shall have any further liability hereunder, unless Seller's acts or omissions related to such loss or action violate its obligations under this Contract, including the representations and warranties or the covenants and agreements set forth in this Contract, in which case Purchaser may pursue any such remedy at law or equity.

12. Upon mutual agreement by the Purchaser and Seller, this sale may be closed through an escrow with Chicago Title Insurance Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title Insurance Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of Purchase Price and delivery of deed shall be made through the escrow and this Contract and the earnest money shall be deposited in the escrow. All costs of the New York Style Escrow and closing Escrow shall be divided equally between Seller and Purchaser. The Seller shall pay the cost of the extended coverage endorsement. All title charges and title endorsements requested by Purchaser relating to the Owner's Policy shall be paid by the Seller, and the cost of recording the Warranty Deed and other Purchaser related charges shall be paid by the Purchaser.

13. Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at Closing the Exemption Certification set forth in said Section.

14. In order to complete Purchaser's due diligence under this Contract:

A. Purchaser shall have full access, including all existing structures and buildings, to the subject Property, for purposes of soil boring and testing, surveying, engineering, examination and planning, and from and after the execution of this Contract in order to conduct a Phase I Environmental Site Assessment ("Phase I") which shall be paid for by the Purchaser. Such Phase I shall be conducted and concluded by May 31, 2020 or at such later date as mutually agreed upon by the Parties and as otherwise practicable. If the Phase I reveals environmental concerns that necessitate a Phase II assessment, Purchaser shall share such concerns with Seller. Purchaser, at its sole discretion, may order and pay for said Phase II or give notice of termination of the Contract. If Purchaser proceeds with the Phase II assessment, Purchaser shall have full access to the subject Property for purposes of soil testing, surveying, engineering, examination and planning, and from

and after the execution of this Contract in order to conduct Phase II Environmental Site Assessment ("Phase II"). Purchaser shall have until June 12, 2020, or such later date as mutually agreed upon by the Parties and as otherwise practicable considering the timing and receipt of prior due diligence requirements, to complete said Phase II assessment. If the Phase II indicates no environmental concerns, this contingency shall be satisfied. If the Phase II raises additional concerns either Party may terminate this Contract. With respect to any and all assessments/inspections, Purchaser shall save and hold harmless Seller from any costs or liabilities resulting from such access, and Purchaser shall restore the subject Property to its original condition after each such inspection including but not limited to filling and repairing soil borings.

B. The provisions of paragraph 14.A. notwithstanding, and unless otherwise mutually extended, the Purchaser shall have until May 31, 2020, to determine that as a result of any environmental inspection of the subject Property, or for any other reason in the Purchaser's sole discretion, the subject Property is not satisfactory for the uses contemplated by Purchaser. The Purchaser shall then so notify the Seller in writing and terminate the Contract. All Earnest Money previously deposited shall be refunded to the Purchaser.

C. As an alternative to contract termination, with respect to environmental concerns related to the Phase I or Phase II Assessments, or for any other reason in the sole discretion of the Purchaser, the Parties may elect to negotiate a monetary settlement or other mutual resolution and the Contract shall in that event remain in full force and effect.

D. Purchaser acknowledges that time is of the essence and will diligently pursue the completion of the inspection process and will notify Seller in a timely manner if it elects to terminate this Contract.

15. Seller does hereby represent to Purchaser as follows:

A. As of the date of Closing, there will be no leases, occupancy agreements, management agreements, or maintenance agreements relating to the subject Property that will effect any of the terms or conditions of this contract, and Seller agrees not to enter into any such agreements relating to the subject Property without the written consent of Purchaser. Seller will take all actions necessary to terminate said Lease(s) and Agreement(s) prior to the closing of the Property.

B. To the best of Seller's actual knowledge, other than the actions of the Purchaser that resulted in this Contract, there are no other proceedings presenting, pending or threatened for the taking by exercise of the power of eminent domain or, in any other manner, for a public or quasi-public purpose, of all or any part of the subject Property except as disclosed in this Contract.

C. Except as disclosed in this Contract, to the best of Seller's actual knowledge, there is no pending or threatened litigation or administrative proceeding involving in any manner the subject Property.

D. To the best of Seller's knowledge, there are no substances upon the subject Property nor are there activities engaged in the subject Property which constitute a violation of any environmental law. In addition, to the best of Seller's knowledge, no toxic materials, hazardous wastes, hazardous substances, pollutants or contaminants have been generated, released, stored or deposited over, beneath or on the subject property from any source whatsoever, nor has any part of the subject property been used for or as a land fill, the result of which could impose any liability under applicable federal or state laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. '9601 *et seq.*) and the Resource Conservation and Recovery Act (42 U.S.C. '6903 *et seq.*), and Seller warrants and represents that it has not received any notice nor is it otherwise aware of any actual threatened claims, actions, proceedings, suits or demands by the EPA or any third Party relating to environmental matters at, on or arising out of the subject property.

Further, and to the best of Seller's knowledge: (a) any use of the Property for the generation, storage or disposal of any (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42, U.S.C. 9601, *et seq.*, the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C.6901), or in any other Applicable Law governing environmental matters ("Environmental Laws") (collectively, "Hazardous Materials") has been in compliance with all Environmental Laws, (b) there are not any Hazardous Materials present on the Property, (c) the Property is currently in compliance with all Environmental Laws; and (d) there are currently no Storage Tanks on the Property and any Storage Tanks formerly located on the Property were removed in compliance with all Environmental Laws; and,

Seller has received no written notice of: (a) any pending or threatened action or proceeding arising out of the presence of Hazardous Materials on or at the Property, or (b) any alleged violation of any environmental laws.

E. To the best of Seller's knowledge, there are no uncured violations of any law, ordinance, order, regulation, rule or requirement of any governmental authority affecting the subject Property.

F. Seller is vested with all necessary legal authority to enter into this Contract; has full power, authority and legal right, and will have obtained all approvals and consents required to execute this Contract and to carry out all of Seller's obligations under this Contract; and this Contract will constitute the valid and binding obligation of Seller in accordance with its terms.

G. No notices or requests have been received by Seller from any governmental agency or other utility with respect to the subject Property with which Seller has failed or refused to comply. Any such notices or requests received prior to Closing shall be complied with by Seller at its expense. If Seller does not elect to so comply, Purchaser may cancel the Contract, or Purchaser may elect to take title subject to such matters.

H. To the best of Seller's knowledge, there are no claims, demands, liabilities, actions, special assessments or other governmental assessments or charges pending or threatened against Seller or the subject Property (including, without limitation, pending or threatened condemnation proceedings by any public or governmental agency or authority other than that disclosed in this Contract) which:

- (1) constitute or might result in a lien or claim against the subject Property,
- (2) may result in a monetary or non-monetary obligation to be fulfilled by the Purchaser,
- (3) could prevent, prohibit, delay or interfere with Purchaser's use of the subject Property for its intended uses and purposes, or
- (4) could otherwise deprive Purchaser of any portion of the subject Property.

I. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws pending or threatened by or against Seller or any of its partners.

J. Except as otherwise provided in this Contract, from and after the date hereof, Seller shall (except in the case of emergency) refrain from (1) making any changes or improvements upon or about the subject Property; (2) creating or incurring any mortgage lien, other lien, pledge or other encumbrance in any way affecting the subject Property; and (3) committing any waste or nuisance upon the subject Property. Seller shall maintain the subject Property, keep the subject Property in compliance with all laws, ordinances, regulations and restrictions affecting the subject Property and its use, and shall pay all bills and expenses regarding the subject Property until the Closing.

K. There are no outstanding options or rights granted by Seller to acquire the subject Property, or any part thereof, and there is no Party other than Purchaser having any right or option to acquire the subject Property or any part thereof, except any foreclosure rights set forth in any mortgages affecting the subject Property.

L. There are no agreements, whether written or oral, affecting the use, maintenance and operation of the subject Property which survive the Closing that cannot be canceled with thirty (30) days notice.

M. Seller shall pay any and all real estate commissions or finder's fees payable in connection with this transaction and the sale of the Property to Purchaser. The total commission to be paid by the Seller shall be 2.50% of the total net Purchase Price, which shall be divided equally as follows: Fifty (50%) Percent to Lee and Associates (Purchaser's Broker); and, Fifty (50%) Percent to Sergio & Banks Realty (Seller's Broker). Seller agrees to indemnify and hold Purchaser harmless from all loss, damage, costs and expenses (including reasonable attorney's

fees) that Purchaser may suffer as a result of any claim brought by any broker or finder in connection with this transaction and this Contract.

16. Seller agrees to deliver possession of the subject Property at Closing in the same "as is condition" as it is at the date of this Contract, ordinary wear and tear excepted.

17. All notices to be given hereunder shall be personally delivered, sent by facsimile transmission, sent by overnight courier, or sent by U.S. mail, with postage prepaid, or by facsimile transmission, to the Parties at the following addresses (or to such other or further addresses as the Parties may hereafter designate by like notice similarly sent):

Purchaser: George B. Knickerbocker
Village Attorney
Village of Elk Grove Village
901 Wellington Street
Elk Grove Village, IL 60007
Tele: 847/357-4032
Fax No. 847/357-4044
gknickerbocker@elkgrove.org

With a copy to: William J. Payne
Attorney at Law
1100 W. Northwest Hwy., #103
Mount Prospect, IL 60056
Tele.: 847/483-5027
Fax No: 847/483-5029
williamjpayne7@aol.com

With a copy to: Matthew J. Roan
Deputy Village Manager
901 Wellington Ave.
Elk Grove Village, IL 60007
Tele.: 847/357-4004
Fax No: 847/357-4022
mroan@elkgrove.org

Seller: B & W REAL ESTATE, LLC
Geraldyn Q. Cecola, Manager
Sam Cecola
45 Lake View Lane
Barrington, Illinois, 60610
Tele: _____
Fax No.: _____
Email: _____

With a copy to:

Nicholas J. Ftikas
Attorney at Law
Law Offices of Samuel VP Banks
211 N LaSalle St, Suite 3800
Chicago, Illinois 60601
Tele: 312/782-1983
Fax No.: 312/7822433
Email: Nick@sambankslaw.com

All notices sent by mail shall be deemed effectively given on the business day next following the date of such mailing. All notices personally delivered, sent by facsimile transmission or sent by overnight courier shall be deemed effectively given on the date of such delivery.

18. This Contract and the exhibits attached hereto, if any, embody the entire agreement between the Parties in connection with this transaction, and there are no oral or parole agreements, representations, or inducements existing between the Parties relating to this transaction which are not expressly set forth herein and covered hereby. This Contract may not be modified except by a written agreement signed by all of the Parties. However, if any portion of this Contract is invalid or unenforceable against any Party under certain circumstances, then this Contract will be deemed to be amended by deleting such provisions. This Contract will be enforceable, as amended, to the fullest extent allowed by law as long as the amendment does not result in a failure of consideration.

19. Defaults and remedies:

A. Purchaser's Default. If Purchase (i) fails to perform in accordance with the terms of this Agreement, and such default is not cured within ten (10) days from the date for Purchaser's receipt for Seller's written notice to Purchaser of such default, or (ii) breaches a representation or warranty hereunder, then, as Seller's sole and exclusive remedy for such default, Seller shall be entitled to retain the earnest money and any interest earned thereon; it being agreed between Purchase and Seller that the amount of the earnest money shall be liquidated damages for a default of Purchaser hereunder, because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default in view of the uncertainties of the real estate market, fluctuating property values, and differences of opinion with respect to damages for breach of a real estate transaction.

B. Seller's Default. If Seller fails to perform in accordance with the terms of this Contract and such default is not cured within ten (10) days from the date of Purchaser's written notice to Seller of such default, Purchaser may, at its option: (a) receive a refund of all monies deposited by Purchaser hereunder, together with all interest earned thereon, and collect all damages to which Purchaser may be entitled, including costs incurred in connection with this Contract; (b) specifically enforce the terms and conditions of this Contract, or (c) exercise any other right or remedy available to Purchaser at law or in equity.

C. In the event either Purchaser or Seller defaults in the performance for any obligation imposed upon it under the provisions of this Contract, the defaulting party shall pay all reasonable attorneys' fees and expenses of the non-defaulting party incurred in any litigation or negotiation undertaken to enforce any of the obligations of the defaulting party under this Contract, or in any litigation or negotiation in which the nondefaulting party shall, without its fault, become involved through or on account of this Contract.

20. The Seller shall reconfirm all representations and warranties set forth in this Contract as true, accurate, and complete on and as of the Closing Date.

21. Illinois Tax Withholding. At least five (5) business days prior to Closing, Seller shall deliver to Purchaser a certificate issued by the Illinois Department of Revenue stating that no assessed, but unpaid tax, penalties or interest are due in connection with the sale of the Property to Purchaser under Section 9.02(d) ("Section 9.02(d)") of the Illinois Income Tax Act ("Act"). If the certificate is not so delivered to Purchaser, as aforesaid, Purchaser may extend the Closing until such certificate is delivered, or if the certificate is so delivered and requires that funds be withheld pursuant to the terms thereof, then Seller shall, or Purchaser may, at the Closing, deduct and withhold from the proceeds that are due to Seller the amount necessary to comply with the withholding requirements imposed by Section 9.02(d). Purchaser shall deposit the amount so withheld in escrow with the Closing Escrowee pursuant to the terms and conditions acceptable to Escrowee and Purchaser, but in any event complying with Section 9.02(d)

22. Seller's representations and warranties shall survive after Closing, and Seller shall indemnify, hold harmless, and defend Purchaser and its successors and assigns, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys' fees and court costs), damages, liabilities, judgments or decrees of whatsoever kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy in the representations or warranties contained herein. The preceding indemnity and hold harmless shall not apply to matters attributable to acts or omissions of the Purchaser of third parties.

23. The Parties shall execute all documents and take all other actions consistent with this Contract that are reasonably necessary to consummate the transaction contemplated in this Contract.


24. The Parties hereto agree that time is of the essence in this transaction and that this Contract may be executed in counterparts and shall be governed by and interpreted in accordance with the laws of the State of Illinois.

25. Each Party hereto shall respectively pay the fees and charges of their attorneys and consultants.

26. The Parties acknowledge that the obligations of this Contract will not be binding on the Purchaser until formal Village Board action has been taken by the Corporate Authorities of the Seller.

IN WITNESS WHEREOF, the Parties hereto have executed this Real Estates Sale Contract this 14th day of MAY, 2020, the "Contract Date".

PURCHASER:
THE VILLAGE OF ELK GROVE VILLAGE

By: 
Craig B. Johnson, Mayor

ATTEST:

By: 
Loretta Murphy, Village Clerk

SELLER:
B & W REAL ESTATE, LLC,
An Illinois Limited Liability Company

By: 
Geraldyn Q. Cecola, Manager

By: 

By: 

EXHIBIT 'A'

LEGAL DESCRIPTION RIDER

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF HIGGINS ROAD, 935.0 FEET SOUTHEASTERLY OF THE NORTH LINE OF SECTION 26 AFORESAID; THENCE NORTH 49 DEGREES 25 MINUTES 49 SECONDS EAST AT RIGHT ANGLES TO SAID CENTER LINE 257.02 FEET; THENCE NORTH 43 DEGREES 48 MINUTES 56 SECONDS EAST 0.34 FEET; THENCE SOUTH 61 DEGREES 04 MINUTES 23 SECONDS EAST 72.84 FEET; THENCE NORTH 13 DEGREES 49 MINUTES, 25 SECONDS EAST 88 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PROPERTY CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY (BY DEED DATED NOVEMBER 10, 1958 AND RECORDED AS DOCUMENT #17408538 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS) WHICH POINT IS 58.96 FEET NORTHWESTERLY OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG A LINE 82.5 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID TOLL ROAD TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26 AFORESAID, 556.97 FEET NORTH OF THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH ON SAID EAST LINE 556.97 FEET TO THE CENTER LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF HIGGINS ROAD; 494.28 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART TAKEN FOR HIGGINS ROAD AS WIDENED) IN COOK COUNTY, ILLINOIS.

ADDRESS: 1932 E. HIGGINS ROAD, ELK GROVE VILLAGE, ILLINOIS 60007

PIN: 08-26-101-016-0000

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018 FOR CERTAIN REAL ESTATE LOCATED AT 500-520 BONNIE LANE, ELK GROVE VILLAGE, ILLINOIS

WHEREAS, the Village of Elk Grove Village desires to promote the development of industry in the Village of Elk Grove; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, the most recent amendment becoming effective as of July 27, 2018, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, in the case of abandoned property, if the municipality or the Mayor and Board of Trustees, finds that special circumstances justify finding that the property is "abandoned" for purpose of Class 6B, even though it has been vacant and unused for less than 24 months, that finding, along with the specification of the circumstances, shall be included in the resolution or ordinance supporting and consenting to the Class 6B application. Such resolution or ordinance shall be filed with the eligibility application. If the ordinance or resolution is that of a municipality, the approval of the Board of Commissioners of Cook County is required to validate such shortened period of qualifying abandonment, and a resolution to that effect shall be included with the Class 6B eligibility application filed with the Assessor; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 500-520 Bonnie Lane, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-27-102-058-0000, and has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois:

Section 1: That the request of the Petitioner to have certain real estate located at 500-520 Bonnie Lane, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-27-102-058-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the

incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 7 IN TRITON INDUSTRIAL PARK UNIT 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Section 2: That the Special Circumstances as outlined by the petitioner are attached hereto as Exhibit "A" and made a part thereof.

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-27-102-058-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

Section 4: That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution subject to the petitioner completing the following conditions within twelve months of closing:

- a. Upgrade the façade;
- b. Update landscaping;
- c. Update entry doors, windows, signage and various other renovations.

Section 5: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Res6b, 5/3/2020

Exhibit "A"

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TSANTILIS

Special Circumstances

500-520 Bonnie Lane, Elk Grove Village, IL 60007
PIN: 08-27-102-058-0000

The James R. Carr Trust (the "Applicant") is the contract purchaser of the above referenced property (the "Subject Property") and is requesting a Resolution from Elk Grove Village supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on re-occupancy of vacant property for less than 24 continuous months vacancy with a purchase for value, special circumstances and substantial rehabilitation..

The Subject Property is approximately 46 years old and currently consists of an approximately 15,000 square foot industrial building located on a 37,950 square foot site. The Applicant plans to lease the property to a related entity, CARR Machine & Tool, Inc. (the "Occupant") who will use the site to expand its growing business. CARR Machine & Tool is currently located in Elk Grove at 1301 Jarvis. The Subject Property is over twice the size as Carr's current facility, and will allow the company to continue its growth and hire additional employees.

A number of Special Circumstances exist for this property. First, the Subject Property has not been vacant for over 24 continuous months. The Subject Property has been 50% vacant for over a year and a half; the current occupant, Industrial Fastener, has been winding down its business and is on a month-to-month lease that would have ended but for the COVID-19 Virus. The property will be 100% vacant and unused for at least a month prior to closing. Without the incentive with special circumstances, the property would likely go completely dark and sit vacant and unused until it hits 24 continuous months vacancy required for the incentive without special circumstances. Based on the increasing Cook County tax burden, industrial properties without a tax incentive are at a distinct disadvantage, especially in Elk Grove Village. By allowing the property to sit vacant for the additional months needed for reoccupation without special circumstances, the Village would lose significant property tax revenue, potential employment and other economic and societal benefits resulting from the increased employment. Additionally, CARR Machine & Tool has outgrown its current location at 1301 Jarvis and will soon need to re-locate. The company would prefer to stay in Elk Grove Village and continue its growth, but may need to consider alternative locations for its current employees outside the Village, County or State.

As referenced above, this project also involves an existing company already headquartered in Elk Grove. CARR Machine & Tool has been located at 1301 Jarvis for over 46 years and has been quickly expanding over the past few. The company has run out of space at its

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018 FOR CERTAIN REAL ESTATE LOCATED AT 825 ARTHUR AVENUE, ELK GROVE VILLAGE, ILLINOIS

WHEREAS, the Village of Elk Grove Village desires to promote the development of industry in the Village of Elk Grove; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, the most recent amendment becoming effective as of July 27, 2018, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 825 Arthur Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-34-302-035-0000, has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois:

Section 1: That the request of the Petitioner to have certain real estate located at 825 Arthur Avenue, Elk Grove Village, Cook County, Illinois, and identified by Property Index Number 08-34-302-035-0000, declared eligible for Class 6B status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 2 IN WEST O'HARE CARGO CENTER SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 9, 2005 AS DOCUMENT 0506844028, BEING A RESUBDIVISION OF LOT 292 INCENTEX INDUSTRIAL PARK UNIT 172 IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 41 NORTH RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Section 2: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-34-302-035-0000. Elk Grove Village is in receipt of an economic disclosure statement that is included with the application packet.

Section 3: That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution subject to the petitioner completing the following conditions within twelve months of closing:

- a. Façade painting;
- b. Update landscaping;
- c. Tenant buildout, replacement of all HVAC units;
- d. Refurbishing the parking lot.

Section 4: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018 FOR CERTAIN REAL ESTATE LOCATED AT 2150 LIVELY BOULEVARD, ELK GROVE VILLAGE, ILLINOIS

WHEREAS, the Village of Elk Grove Village desires to promote the development of industry in the Village of Elk Grove; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, the most recent amendment becoming effective as of July 27, 2018, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, in the case of abandoned property, if the municipality or the Mayor and Board of Trustees, finds that special circumstances justify finding that the property is "abandoned" for purpose of Class 6B, even though it has been vacant and unused for less than 24 months, that finding, along with the specification of the circumstances, shall be included in the resolution or ordinance supporting and consenting to the Class 6B application. Such resolution or ordinance shall be filed with the eligibility application. If the ordinance or resolution is that of a municipality, the approval of the Board of Commissioners of Cook County is required to validate such shortened period of qualifying abandonment, and a resolution to that effect shall be included with the Class 6B eligibility application filed with the Assessor; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 2150 Lively Boulevard, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-34-302-029-0000, and has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois:

Section 1: That the request of the Petitioner to have certain real estate located at 2150 Lively Boulevard, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-34-302-029-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined

that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 3 IN ARTHUR-LIVELY RESUBDIVISION, BEING A RESUBDIVISION OF LOT 376 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 230, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Section 2: That the Special Circumstances as outlined by the petitioner are attached hereto as Exhibit "A" and made a part thereof.

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-34-302-029-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

Section 4: That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution subject to the petitioner completing the following conditions within twelve months of closing:

- a. Update landscaping;
- b. Update façade, repair retaining walls and add exterior lighting;
- c. Install concrete dock drive and apron per Elk Grove Village Standards;
- d. Sealcoat and stripe the drive and parking lot;
- e. Add new signage and repaint exterior drive in doors;
- f. Add ADA compliant accessible entrance to building and other general maintenance.

Section 5: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

**Mayor Craig B. Johnson
Village of Elk Grove Village**

ATTEST:

Loretta M. Murphy, Village Clerk

Res6B 21501.lively

Exhibit "A"

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P R O P E R T Y T A X L A W

Special circumstances requested by Lively Blvd LLC
2150 Lively Blvd., Elk Grove Village, Illinois (PINs: 08-34-302-029-0000)

Lively Blvd LLC ("Applicant") is requesting a Resolution in support and consent of a Class 6b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances and substantial rehabilitation. The Applicant plans to purchase the subject property and rehabilitate the same for its related entity, Raphael Chicago Inc., to occupy for its operations consisting of the warehousing and distribution of quartz, porcelain and tile backsplash used in the construction industry.

The subject property consists of an approximately 22,800 square foot site with a roughly 9,980 square foot building that has been 100% vacant and unused since March, 2020. The property is in need of substantial rehabilitation. Therefore, the Applicant plans to spend approximately \$60,000 to \$100,000 to immediately rehabilitate and improve the subject property. Based on initial inspections these improvements will be to update the landscaping, update/improve the façade, add new signage, install a new concrete dock drive and apron per Elk Grove Village standards, repaint exterior drive in doors, repair retaining walls as necessary, add new exterior lighting, sealcoat and stripe the drive and parking lot and provide an ADA compliant accessible entrance to the building from the parking lot as well as to complete other general maintenance. Please note that all of the rehabilitation costs could significantly vary depending on a variety of factors such as market variances. Further inspections of the subject property may require additional improvements. The rehabilitation will create approximately 5 to 15 construction jobs.

Raphael Chicago Inc. currently occupies approximately 6,500 square feet at 1620 Jarvis Ave. in Elk Grove Village. Raphael Chicago Inc. is growing and needs to expand its operations, and therefore, plans to move its entire operation to the subject property. As a result, Raphael Chicago Inc. plans to bring all 4 of its employees (all full-time) to the subject property and plans to hire an additional 4 to 6 employees as soon as possible and more depending on growth. Additionally, Raphael Chicago Inc. will look to hire all qualified Elk Grove Village residents for future hires.

Elk Grove Village can also expect that Raphael Chicago Inc. and its employees will continue to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, Elk Grove Village can expect that Raphael Chicago Inc. will continue to attract business and various customers to the Village in the course of its operations.

Based on our research and the additional costs that must be incurred to improve and rehabilitate the building in order for this to be a successful endeavor, the Applicant must possess a Class 6b Incentive to complete the improvements and to successfully operate the property. It is for these reasons that it is necessary to grant the Applicant a Resolution in support and consent of a Class 6b Incentive for the subject property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances and substantial rehabilitation.