



# AGENDA

## REGULAR VILLAGE BOARD MEETING

May 12, 2020

7:00 PM

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

### 3. APPROVAL OF MINUTES OF April 14, 2020

### 4. MAYOR & BOARD OF TRUSTEES' REPORT

- 5. ACCOUNTS PAYABLE WARRANT:** April 28, 2020 \$622,561.14  
April 30, 2020 \$1,796,606.19  
May 12, 2020 \$876,153.88

### 6. CONSENT AGENDA

- a. Consideration of a request from Alexian Brothers Medical Center, 800 Biesterfield Road, to waive permit fees for the construction of an in-patient pharmacy room in the amount of \$1,375.

(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.)

- b. Consideration of a request from The Salvation Army, located at 1000 Pratt Blvd., to waive FY 2020/21 vehicle sticker fees in the amount of \$1,475.

(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.)

- c. Consideration to authorize payment in the amount of \$16,895 for FY 2020-2021 membership dues to the Northwest Municipal Conference (NWMC).

(The Membership dues rate to the Northwest Municipal Conference is based on population and is assessed at a per capita rate of \$0.51.

(This is the same rate from the previous year's dues.)

- d. Consideration to award a professional service contract to Lauterbach & Amen, LLP of Naperville, IL to perform the Village's pension benefits administration services in a total

contract amount not to exceed \$30,005.

(The Village received proposals from Lauterbach & Amen, LLP to professionally administer Fire and Police pension benefits.

(Lauterbach & Amen, LLP is a firm with extensive experience in the governmental sector and provides professional benefit and administration services to over 300 public safety pension funds. They have demonstrated their commitment by providing quality service with technically competent personnel and are an industry leader in this specialty area.

(The Director of Finance recommends approval.)

- e. Consideration to award a purchase contract to On Time Embroidery, Inc. of Elk Grove Village, IL for Fire Department uniforms and safety shoes in the amount of \$43,000 from the General Fund.

(The Fire Department budgets annually for department uniforms and accessories.

(A multi-year consolidated uniform contract was publicly bid in FY18.

(This is the fourth year that the Fire Department is purchasing all of its uniforms from a single vendor.

(The current contract request also includes the annual purchase of safety shoes.

(The Fire Department had a successful experience with On Time Embroidery, Inc. of Elk Grove Village, IL under previous years of the contract.

(The original contract provided for an initial one-year term with the option for four (4) renewals.

(The term of the contract renewal is May 1, 2020 through April 30, 2021.

(Adequate funds are budgeted for this contract in the FY21 Fire Department General Fund Budget.

(The Fire Chief recommends approval.)

- f. Consideration to waive the formal bidding process and award a service contract to JG Uniforms of Chicago, IL for the purchase of police officer uniforms in the amount of \$55,000.

(The Police Department has purchased uniforms and equipment from JG Uniforms for the last 6 years.

(For the FY2021 budget, JG Uniforms has issued no price increase from the current year, holding prices on all items.

(JG Uniforms is responsive to the needs of the Police Department and most items are in stock and available with minimal turnaround time.

(The Police Department has an excellent working relationship with JG Uniforms.

(The Chief of Police recommends approval.)

- g. Consideration to concur with prior Village Board authorization to award a construction contract to the lowest responsive and responsible bidder, John Neri Construction Co. Inc. of Addison IL, for a sanitary sewer repair project in the amount of \$73,435 from the Water/Sewer Fund.

(On Thursday, April 16, 2020 the Village opened sealed bids for a sanitary sewer repair

project on Landmeier Rd. Three (3) contractors bid on the contract.

(The project includes a lane closure, traffic detour, replacement of 20 feet of sanitary sewer, and concrete restoration. The lowest responsive and responsible bid was received by John Neri Construction Co. Inc. of Addison, IL. Adequate funds are available in the Water and Sewer Fund.

(The Director of Public Works recommends approval.)

- h. Consideration to concur with prior Village Board authorization and award a service contract to Dynamic Heating & Piping Company of Crestwood, IL for the annual HVAC Maintenance Services contract in the amount of \$78,090 from the General Fund.

(On Friday, April 17, 2020, the Village opened sealed bids for the HVAC Maintenance Services contract. Five (5) contractors obtained bid packets, with three (3) contractors submitting a bid.

(The contract provides for heating, ventilation and air conditioning maintenance at three (3) Fire Stations, two (2) Public Works Facilities and the Municipal Complex.

(The initial term of the contract is from May 1, 2020 through April 30, 2021, with the option of four (4) annual renewals in one-year increments through April 30, 2025.

(The lowest responsive and responsible bid was received from Dynamic Heating & Piping Company of Crestwood, IL.

(Funds for the project have been allocated in the Public Works General Fund.

(The Director of Public Works recommends approval.)

- i. Consideration to award a professional service contract to RJN Group of Wheaton, IL for professional engineering services for 2020 Busse Road Sewer Lining project, in the amount of \$106,900 from the Water and Sewer Fund.

(A proposal was solicited from RJN Group of Wheaton, IL for planning, design, and construction of the 2020 Busse Road Sewer Lining project.

(The Village has 9,000 linear feet of sanitary sewer ranging in size from 18" to 30". This sanitary sewer line receives the vast majority of the Village's Business Park sanitary flow and is over 60 years old. The line has reached the end of its useful life. This rehabilitation project will require major bypass pumping along with permitting from both IDOT and MWRD.

(The proposed rehabilitation will insure reliable sewer service to the Village's Business Park now and into the future.

(The Director of Public Works recommends approval.)

- j. Consideration to award a contract through the Municipal Partnering Initiative bid pricing to Corrective Asphalt Materials, LLC of South Roxana, IL for the Preventative Street Maintenance - 2020 project in the amount of \$135,860.68 from the General and BLF Funds.

(A proposal for applying Reclamite maltene based rejuvenation agent to Village roadways was submitted by Corrective Asphalt Materials, LLC.

(The proposal extends the unit prices from the Municipal Partnering Initiative joint bid opened by the Village of Winnetka.

(The Village will be placing Reclamite on 9.4 miles of roadways this year.  
(The Director of Public Works recommends approval.)

- k. Consideration to concur with prior authorizations to award a professional services contract with Baxter & Woodman of Crystal Lake, IL for professional engineering services for inspection, design and construction engineering for the Village's Rear Yard Drainage Program in the amount of \$190,000 from the Water & Sewer Fund.

(A proposal for professional engineering services was solicited from Baxter & Woodman of Crystal Lake, IL for the inspection, design and construction engineering for the Village's Rear Yard Drainage Program.

(Baxter & Woodman has successfully assisted, design and oversaw construction of Drainage Programs for several other Municipalities in the Chicagoland area.

(Adequate funds are available in the Water & Sewer Fund.

(The Director of Public Works recommends approval.)

- l. Consideration to award a purchase contract through the Suburban Purchasing Cooperative (SPC) Joint Purchasing Contract to Foster Coach Sales of Sterling, IL for one (1) Ford F-550 ambulance with custom Horton Body in an amount not to exceed \$235,000 from the Capital Replacement Fund.

(The Fire Department is replacing one ambulance due to age and excessive engine hours.

(The Ford F-550 ambulance is available through the Suburban Purchasing Cooperative Joint Purchasing Contract from the lowest determined bidder, Foster Coach Sales of Sterling, IL.

(Adequate funds are budgeted in the Capital Replacement Fund.

(The Fire Chief recommends approval.)

- m. Consideration to increase a construction contract to Prime Construction, Inc. of Hampshire, IL to add three (3) additional residential rear yard drainage locations to the existing Drainage Improvements - 2019 Rear Yards contract in the amount of \$264,000 from the Water & Sewer Fund.

(Prime Construction is currently completing the 2019 Rear Yard Drainage Program, which was awarded on the September 10, 2019 at Village Board Meeting.

(Three (3) additional locations have been identified and designed for installation of 1,300 feet of 8" perforated PVC underdrain at (3) locations that will assist 40 residential properties.

(The contractor has agreed to extend the same unit prices from the original contract that will bring the cost of the additional three (3) locations to the amount of \$264,000 for a total contract cost of \$658,240.

(Appropriated funds for the project are available in the Water & Sewer Fund.

(The Director of Public Works recommends approval.)

- n. Consideration to award a construction contract to the lowest responsive and responsible bidder, A. Lamp Concrete Contractors of Schaumburg, IL for the Pedestrian Improvements & Internally Illuminated Street Name Signs project in the amount of \$794,935.98 from the Capital Projects Fund.

(On Thursday, April 30, 2020, the Village opened sealed bids for the Pedestrian Improvements & Internally Illuminated Street Name Signs project.  
(The lowest responsive and responsible bid was received from A. Lamp Concrete Contractors, Inc. of Schaumburg, IL in the amount of \$794,935.98.  
(The Village received a grant from the Invest in Cook program and will be reimbursed in the amount of \$250,250 for the multi-user path and sidewalks along Biesterfield Road.  
(Funds in the FY2020 Budget will be carried over and available in the FY2021 Capital Projects Fund.  
(The Director of Public Works recommends approval.)

- o. Consideration to concur with prior authorization to award a professional service contract to Civiltech Engineering of Itasca, IL to provide the necessary construction engineering services for various infrastructure improvements for the 2020 construction season in the amount of \$500,000 from the Water & Sewer and Business Leader Forum Funds.

(Civiltech Engineering, Inc. submitted a proposal to provide the necessary construction engineering services for various infrastructure improvements throughout the Village for the upcoming 2020 construction season.

(Some of the major improvements include 2020 Street Resurfacing Program, Ridgewood & Crest Water Main Project, Rohlwing Road Median Enhancements, Pedestrian Improvements & Internally Illuminated Street Name Signs, and other various smaller construction inspections and surveys needed.

(Adequate funds are available in the Water & Sewer and Business Leader Forum Funds.  
(The Director of Public Works has recommended approval.)

- p. Consideration to adopt Ordinance No. 3660 granting variations of the Zoning Ordinance pertaining to building height and the number of parking stalls for the property located at 25 Innovation Drive, Elk Grove Village.

(This item was discussed at the April 14, 2020 Village Board Meeting and currently appears under Unfinished Business.)

- q. Consideration to adopt Resolution No. 30-20 authorizing the Mayor and Village Clerk to execute a Farmers Market License Agreement between the Village of Elk Grove Village and Elk Grove Farmers Market, NFP.

(This agreement allows for a Farmers Market to be held in the parking lot of the Municipal Complex on Saturdays from June 6, 2020 through October 17, 2020.

(This Agreement will include social distancing requirements while the Illinois order is in effect as recommended by the Illinois Farmers Market Association guidelines.)

- r. Consideration to adopt Resolution No. 31-20 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 2550 Lunt Avenue.

(The Law Offices of Sarnoff & Baccash, on behalf of Global Network Security Inc. (Applicant) is seeking a Cook County Class 6B property tax exemption for 2550 Lunt Ave.

(The Applicant intends to purchase the building for its related entity Global Network Security Inc., for its operations consisting of the warehousing and distribution of products used for security. The subject property consists of an estimated 38,398 square foot building that has been vacant since November 2019.

(The Applicant plans to spend approximately \$100,000 to \$200,000 to rehabilitate and improve the subject property. These improvements are as follow: Update landscaping, update/improve façade, add new signage, add new tuck-points where necessary, add new exterior lights, add new accessible ramp, resurface and restripe the parking lot, and other general maintenance.

(Global Network Security Inc. is currently located at 4720 W. Montrose Avenue in Chicago, and is outgrowing their site. Global Network Security Inc. plans to move over part of its entire operations to the subject property. Currently, Global Network Security Inc. has 10 employees. As a result of this move, Global Network Security Inc. 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.)

- s. Consideration to adopt Resolution No. 32-20 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 1351 Jarvis Avenue.

(The Law Offices of Sarnoff & Baccash, on behalf of Basic Holdings Inc. (Applicant) is seeking a Cook County Class 6B property tax exemption for 1351 Jarvis Avenue.

(The Applicant intends to purchase the building for its related entity Basic Holdings Inc., for its operations consisting of the warehousing and distribution of freight. The subject property consists of an estimated 6,000 square foot building that has been vacant since March 2018.

(The Applicant plans to spend approximately \$50,000 to \$150,000 to rehabilitate and improve the subject property. These improvements are as follows: Update landscaping, update and improve façade, add new signage, add new exterior lighting, reconstruct the existing dock drive and apron, resurface and restripe the parking lot and install a new front walkway and complete other general maintenance.

(Basic Holdings Inc. is currently located at 645 Lunt Avenue in Elk Grove Village, and is outgrowing their site. Basic Holdings Inc. plans to move over part of its operations to the subject property, while remaining at the 645 Lunt Avenue site. Currently, Basic Holdings Inc. has 5 employees. As a result of this move, Basic Holdings Inc. plans to add at least 8 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 more than twenty-four (24) months with a purchase for value 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.)

- t. Consideration to concur with prior Village Board authorization to adopt Resolution No. 33-20 authorizing the Mayor and Village Clerk to execute a Development and Operating Agreement for a Craft Grow Facility between the Village of Elk Grove Village and The Joynt, LLC.

(On June 25, 2019, the Illinois Legislature enacted the Cannabis and Regulation and Tax Act. The Act authorizes the State the right to grant a license ("License") for Craft Growing (Section 30-5(a)) where cannabis can be grown for sale or distribution to an approved cultivation center, craft grower, infuser organization, dispensing organization, or as otherwise authorized by the Act.

(The Act authorizes the State the right to grant up to 60 licenses for craft grow facilities.

(The Development and Operating Agreement stipulates the conditions and requirements for the operation of a craft grow facility.

(The Elk Grove Village Business Park is a desirable location due to distances from residential zoned properties, schools, and daycare facilities, as well as its access to properly sized industrial facilities and transportation networks.)

- u. Consideration to concur with prior Village Board authorization to adopt Resolution No. 34-20 authorizing the Mayor and Village Clerk to execute a Development and Operating Agreement for a Craft Grow Facility between the Village of Elk Grove Village and 420 Illinois Grow, LLC.

(On June 25, 2019, the Illinois Legislature enacted the Cannabis and Regulation and Tax Act. The Act authorizes the State the right to grant a license ("License") for Craft Growing (Section 30-5(a)) where cannabis can be grown for sale or distribution to an approved cultivation center, craft grower, infuser organization, dispensing organization, or as otherwise authorized by the Act.

(The Act authorizes the State the right to grant up to 60 licenses for craft grow facilities.  
(The Development and Operating Agreement stipulate the conditions and requirements for the operation of a craft grow facility.

(The Elk Grove Village Business Park is a desirable location due to distances from residential zoned properties, schools, and daycare facilities, as well as its access to properly sized industrial facilities and transportation networks.)

- v. Consideration to concur with prior Village Board authorization to adopt Resolution No. 35-20 authorizing the Mayor and Village Clerk to execute a Development and Operating Agreement for a Craft Grow Facility between the Village of Elk Grove Village and ClearLeaf, LLC.

(On June 25, 2019, the Illinois Legislature enacted the Cannabis and Regulation and Tax Act. The Act authorizes the State the right to grant a license (“License”) for Craft Growing (Section 30-5(a)) where cannabis can be grown for sale or distribution to an approved cultivation center, craft grower, infuser organization, dispensing organization, or as otherwise authorized by the Act.

(The Act authorizes the State the right to grant up to 60 licenses for craft grow facilities.  
(The Development and Operating Agreement stipulate the conditions and requirements for the operation of a craft grow facility.

(The Elk Grove Village Business Park is a desirable location due to distances from residential zoned properties, schools, and daycare facilities, as well as its access to properly sized industrial facilities and transportation networks.)

- w. Consideration to adopt Resolution No. 36-20 authorizing the Mayor and Village Clerk to execute a Second Renewal to the Utility Agreement between the Village of Elk Grove Village and Groot Industries, Inc. concerning water and sewer utility services for the Groot Transfer Station at 6747 Elmhurst Road and 1817 Elmhurst Road.

(This Second Renewal agreement extends the existing agreement to provide Village water and sewer to Groot's Transfer Station outside of Elk Grove Village in order to provide for modifications, additions and site changes at the Transfer Station site

(The Village will provide water and sewer service to the existing Transfer Station site at 6747 Elmhurst Road, as well as to the relocation/expansion of the Transfer Station at 1817 Elmhurst Road, at the same rate charged to properties within the Village.

(Additionally, the agreement provides that the Village will undertake efforts to execute an automatic mutual aid agreement with the Chicago Fire Department to designate the Elk Grove Village Fire Department as the automatic responding agency for emergency medical and fire protection services to the Transfer Station.

(In consideration of these benefits, Groot will accept and dispose of up to 1,250 tons of leaves collected under the Village's leaf collection program at no cost to the Village.)

(The Assistant Village Manager recommends approval.)

## **7. REGULAR AGENDA**

- a. Consideration to adopt Ordinance No. 3661 approving a Plat of Subdivision identified as Udall Park North Plat of Subdivision and the granting of administrative variations with respect to minimum lot square footage and minimum front yard frontage and width (811 Willow Lane).



(The resubdivision from one (1) lot to two (2) lots is being requested to allow the Village to acquire a portion of the existing property at 811 Willow Lane in order to relocate the cell tower from the former Fire Station on Oakton.

(The variations are required due to the small size of the lot and the lack of street frontage.)

**8. PLAN COMMISSION - Village Manager Rummel**

- a. PC Docket 20-3 - A request for a Public Hearing to consider the petition submitted by the Elk Grove Park District for a Special Use Permit to reconstruct the clubhouse and maintenance buildings at Fox Run Golf Links located at 333 Plum Grove Road. (PH 05-11-2020)
- b. 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.)
- c. Petition submitted by the Park District of Elk Grove for approval of a Plat of Subdivision identified as Udall Park North Plat of Subdivision and the granting of administrative variations with respect to minimum lot square footage and minimum front yard frontage and width for the property of 811 Willow Lane.

**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 05-21-20)
- 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 05-21-20).

**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 variations at 25 Innovation Drive.

**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 VARIATIONS OF THE ZONING ORDINANCE  
PERTAINING TO BUILDING HEIGHT AND THE NUMBER OF PARKING  
STALLS FOR THE PROPERTY LOCATED AT 25 INNOVATION DRIVE,  
ELK GROVE VILLAGE**

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**WHEREAS**, the Mayor and Board of Trustees of the Village of Elk Grove Village, sitting in place of the Plan Commission, at a public hearing duly called and held according to law, considered the question of granting certain variations of the Zoning Ordinance; and

**WHEREAS**, the Mayor and Board of Trustees, find and believe it to be in the best interests of the Village to grant the variations for the property located at 25 Innovation Drive.

**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 pursuant to Public Hearing the Village hereby grants the following variations of the Zoning Ordinance to the property located at 25 Innovation Drive:

- a. A variation of Section 7-1 of the Zoning Ordinance to permit a 54' 8" building height on Lot 2.
- b. A variation of Section 4-3-1:A of the Zoning Ordinance to reduce the number of parking spaces required from 88 to 83.

**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:**

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

**ATTEST:**

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**Loretta M. Murphy, Village Clerk**

Ord25Innovation,Var

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A FARMERS MARKET LICENSE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND ELK GROVE FARMERS MARKET, NFP**

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:

**FARMERS MARKET LICENSE AGREEMENT**

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**

## FARMERS MARKET LICENSE AGREEMENT

This Agreement is made as of this 12<sup>th</sup> day of May, 2020 by and between the Village of Elk Grove Village, an Illinois Municipal Corporation (the "Village"), and Elk Grove Farmers Market, NFP (the "Licensee").

- A. The Village is the Owner of the premises as set forth on attached Exhibit "A" and hereinafter referred to as ("the premises").
- B. The Village has agreed to license the premises upon the terms and conditions provided in the April 22, 2020 letter to the Elk Grove Farmers Market.
- C. This document constitutes a license and is not an easement or lease. Nothing in this License Agreement or the subsequent dealings between the Village and Licensee shall constitute or be interpreted as a grant of any property interest from the Village to the Licensee in the premises.

NOW, THEREFORE, in consideration of the foregoing recitals, this License is made upon the following express covenants and agreements, each of which is made a condition hereof:

1. License Premises – The Village hereby grants a revocable license to use the premises at the location depicted on the drawing attached hereto and incorporated herein as Exhibit "A". The premises shall be used solely by the Licensee for purposes of operating a Farmers Market in strict conformance with the terms and conditions of this License Agreement.
2. Term – The term of this License Agreement shall commence on **June 6, 2020** and shall expire on **October 17, 2020** (hereinafter the "market season").
3. Use of the License Premises – Licensee may use the licensed premises solely for: setting up; maintaining; operating, and taking down a Farmers Market. Said Farmers Market will require only bona fide food vendors selling agriculturally grown produce (fruits, vegetables, berries, meats, eggs, or cheeses) at the Farmers Market at every market event. The Licensee may set up and maintain the Farmers Market from the hours of 6:30 AM to 2:00 PM on Saturdays during the market season. Commercial sales by vendors at the Farmers Market may take place between the hours of 7:30 AM and 1:00 PM.
4. Social Distancing Measures – Proper signage is required to ensure that patrons maintain social distancing measures with consideration of one-way foot traffic entering and exiting the market. This would also include the proper spacing for booths. The number of attendees at the booths must be monitored and, if social distancing is not being followed, create an entryway line with appropriate spacing when necessary to limit crowding.
5. Health Department – All workers at the booths will be required to wear masks and gloves at all times and a handwashing station is required for each booth, as well as handwashing or sanitizer provided for the customers as noted in the ILFMA guidelines. Pursuant to the ILFMA guidelines during the COVID-19 pandemic, no consumable food or on-site food preparation is permitted until further notice.
6. Hold Harmless and Insurance – The Licensee shall carry insurance during the entire term hereof insuring Licensee, and insuring, as additional named insurance, the Village and its

officers, appointees, agents, employees and affiliated entities as their interests may appear, with comprehensive public liability insurance, (including the broader extended liability endorsement) during the entire term hereof, with terms and companies satisfactory to the Village, with limits not less than \$1,000,000 combined single limit per occurrence for personal injury and property damage with a general aggregate of not less than \$2,000,000. The insurance shall cover all of the Licensee's use of the premises as authorized by this agreement.

Licensee, to the greatest extent permitted under Illinois Law, shall defend, hold harmless and indemnify the Licensor, its officers, appointees, agents, employees and affiliated entities for any and all claims, actions, causes of action, demands, injuries, damages, costs including reasonable attorney's fees resulting from the Licensee and its vendees operation of the Farmers Market and possession of the licensed premises only up to the maximum level of insurance provided under the terms of the insurance policy for the benefit of the Licensee and the Village.

Licensee shall, prior to the commencement of the Agreement term, furnish to the Village certificates of evidence of such coverage, which certificate shall state that such insurance coverage may not be changed or cancelled without thirty (30) days written notice to the Village.

7. Market Manager –The Village will require an on-site "Market Manager". The Market Manager or his/her designee shall be in attendance at all times during set up, operation, and take down of the Farmers Market. If the Market Manager appoints a designee to manage the Farmers Market, said Market Manager will notify the Village in writing of the identity of that person in charge 48 hours prior to the start of that week's Farmers Market.
8. Electricity/Shelter – Electrical power will be available in the designated market area as depicted on the attached Exhibit "A"; however, the Village will not supply extension cords for the use of said electrical power. The Village will not be responsible for providing tents or shelter to the Market Vendors or the Market Manager.
9. Trash Removal – The Licensee shall provide refuse containers for the deposit of trash and shall exercise all reasonable efforts with its vendors and customers to clear refuse and debris from the premises and have it deposited in the refuse containers. Licensee shall arrange for removal of the refuse, debris and other trash from the refuse containers at the expense of Licensee.
10. Parking – The Village shall have no obligation to secure private parking for the Licensee, Market Vendors or Market Customers.
11. Signage and Marketing – The Village agrees to allow directional and informational event signage to be displayed around the market grounds, with the exception of parkways, only on the Saturdays of the market and said signs shall be removed by the close of each market event. All promotional and marketing material will require advance review and approval by the Village.
12. Alterations and Additions – The Licensee shall make no alteration, addition, improvement or change in or to the Village premises except the installation of temporary tents and other structures. No gaskets for tents shall be installed on paved surfaces, nor shall any permanent or temporary markings be left on said paved surfaces. Any and all special events to be

conducted in addition to the Farmers Market will require advance notification and approval by the Village.

13. Compliance with Laws and Ordinances – The Licensee shall comply with all laws, ordinances and requirements of the State and Village. Market Vendors will need to comply with all food safety laws.
14. Waiver Risk of Laws – To the greatest extent permitted under Illinois law, neither the Village nor any of its officers, appointees, agents, employees, member's affiliated entities shall be liable for any accident, injury or death, loss or damage resulting in any person or properties sustained by the Licensee or the Licensee's agents, employees/invitees, or anyone claiming by or through the Licensee or any vendor or customer on the licensed premises without limitation, for the criminal acts of third parties. The Village shall have no obligation to provide security services, traffic direction, or other Police services beyond the typical police service provided to every resident and business in the Village. All property of the Licensee or Licensee agents, employees and/or invitees, anyone claiming by or through the Licensee or any user of the licensed premises shall be at the risk of the Licensee or such other person, and the Village shall not be liable for any damages thereto, including without limitation theft or vandalism of any vehicle or property at the licensed premises unless the property damages are the result of the sole negligence of the Village and not subject to an existing privilege or immunity. Nothing in this License Agreement shall be interpreted to waive any immunities or privileges provided to the Village as an Illinois Municipal Corporation under Illinois law, such privileges and immunities being specifically reserved by the Licensor in all circumstances.
15. Proceeds and Costs – The Licensee will make monetary donations of all proceeds of the Farmers Market to an Elk Grove Food Pantry as determined by the Village. The Licensee will be responsible for all costs associated with the operation and management of the Farmers Market, including record keeping costs, record storage costs, and taxes. If the Village requests a full accounting of the Farmers Market, Licensee will be required to provide said information within a reasonable time frame.

VILLAGE OF ELK GROVE VILLAGE

ELK GROVE FARMERS MARKET, NFP

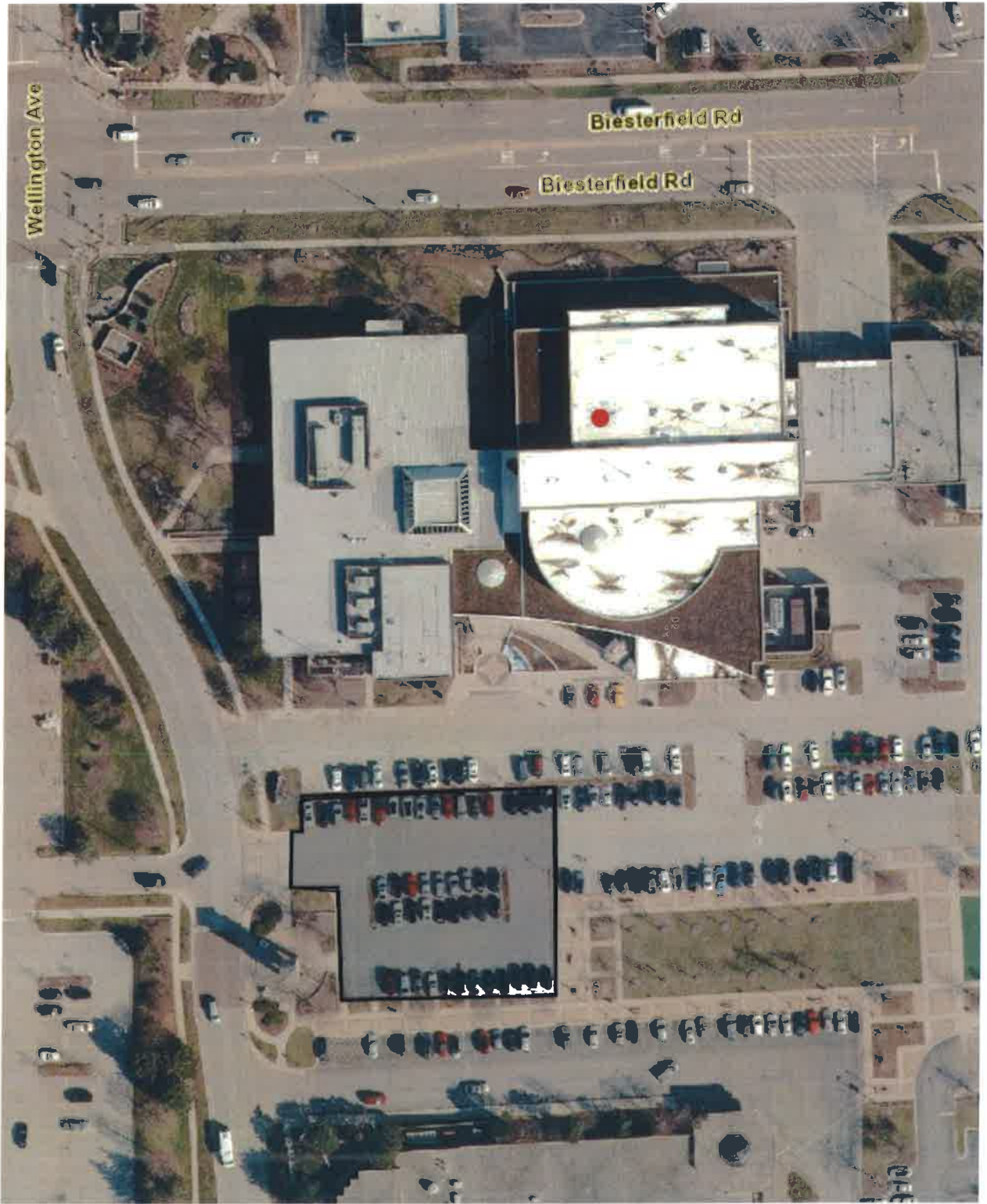
By: \_\_\_\_\_  
Mayor Craig B. Johnson

By: Connie Groat  
Connie Groat

ATTEST:

\_\_\_\_\_  
Loretta M. Murphy, Village Clerk

EXHIBIT "A"





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 2550 LUNT AVENUE, ELK GROVE VILLAGE, ILLINOIS**

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**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 2550 Lunt Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-35-202-046-0000, 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 2550 Lunt Avenue, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-35-202-046-0000, 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 1 IN KURGAN'S RESUBDIVISION OF PART OF LOT 22 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 5, A SUBDIVISION IN SECTION 35, 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 08-35-202-046-0000. 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 and improve façade;
- b. Add new signage and tuck-points where necessary;
- c. Add exterior lights and add new accessible ramp;
- d. Resurface and restripe parking lot; and
- e. 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,2550LuntAve

**Special circumstances requested by JDCK TWO LLC**  
**2550 Lunt Ave., Elk Grove Village, Illinois (PINs: 08-35-202-046-0000)**

JDCK TWO 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, Global Network Security, Inc., to occupy for its operations consisting of the warehousing and distribution of products used in security.

The subject property consists of an approximately 80,163 square foot site with a roughly 38,398 square foot building that has been 100% vacant and unused since November, 2019. The property is in need of substantial rehabilitation. Therefore, the Applicant plans to spend approximately \$100,000 to \$200,000 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, tuckpoint where necessary, add new accessible entrance ramp, replace exterior lighting to LED, add new parking striping and to improve the interior of the building 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.

Global Network Security, Inc. currently leases approximately 27,500 square feet at 4720 W. Montrose Ave. in Chicago. Global Network Security, Inc. is growing and needs to expand its operations, and therefore, plans to move its entire operation to the subject property. As a result, Global Network Security, Inc. plans to bring all 10 of its employees (all full-time) to the subject property and plans to hire an additional 4 to 6 employees initially and more depending on growth. Additionally, Global Network Security, Inc. will look to hire all qualified Elk Grove Village residents for future hires.

Elk Grove Village can also expect that Global Network Security, Inc. and its employees will 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 Global Network Security, Inc. will 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.

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 1351 JARVIS 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**, 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 1351 Jarvis Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-27-400-075-0000, 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 1351 Jarvis Avenue, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-27-400-075-0000, 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 2 IN DAVID'S RESUBDIVISION, BEING A RESUBDIVISION OF THE NORTH 220.00 FEET OF THE EAST 420.00 FEET OF LOT 230 IN HIGGINS INDUSTRIAL PARK, UNIT 165, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER 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 08-27-400-075-0000. 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 and improve façade;
- c. Add new signage and exterior lighting;
- d. Reconstruct dock drive, apron, and front walkway;
- e. Resurface and restripe parking lot; and
- f. 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.1351JarvisAve

**SARNOFF ♦ BACCASH**  
P R O P E R T Y T A X L A W

**Special circumstances requested by Basic Holdings, Inc.**  
**1351 Jarvis Ave., Elk Grove Village, Illinois (PINs: 08-27-400-075-0000)**

Basic Holdings, Inc. ("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 to occupy for its operations consisting of the warehousing and distribution of freight.

The subject property consists of an approximately 15,400 square foot site with a roughly 6,000 square foot building that has been 100% vacant and unused since March, 2018. The property is in need of substantial rehabilitation. Therefore, the Applicant plans to spend approximately \$50,000 to \$150,000 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, add new exterior lighting, reconstruct the existing dock drive and apron per Elk Grove Village standards, resurface and restripe the parking lot and install a new front walkway 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.

Basic Holdings, Inc. currently owns and occupies the approximately 8,000 square foot facility at 645 Lunt Ave. in Elk Grove Village. Basic Holdings, Inc. is growing and needs to expand its operations, and therefore, plans to remain at 645 Lunt Ave. and expand at the subject property. Currently, Basic Holdings, Inc. has 5 employees (all full-time) that will remain at 645 Lunt Ave. and it plans to hire 8 new employees (all full-time) as soon as possible to work at the subject property and plans to hire more depending on growth. Additionally, Basic Holdings, Inc. will look to hire all qualified Elk Grove Village residents for future hires.

Elk Grove Village can also expect that Basic Holdings, Inc. and its employees will continue 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 Basic Holdings, 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.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DEVELOPMENT AND OPERATING AGREEMENT FOR A CRAFT GROW FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE JOYNT, LLC.**

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**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:

**DEVELOPMENT AND OPERATING AGREEMENT  
CRAFT GROW FACILITY**

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**

## **DEVELOPMENT AND OPERATING AGREEMENT**

### **CRAFT GROW FACILITY**

THIS DEVELOPMENT AND OPERATING AGREEMENT ("Agreement") is made and entered into as of this 28th day in March, 2020, by and between the Village of Elk Grove Village, Illinois, a Home Rule Illinois municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and The Joynt LLC ("Craft Grower") an Illinois Limited Liability Company.

#### **RECITALS**

A. On June 25, 2019, the Illinois Legislature enacted the Cannabis Regulation and Tax Act, 410 ILCS 750/Article 30 *et seq.* ("Act").

B. The Act authorizes the State the right to grant a license ("License") for Craft Growing (Section 30-5(a)) where cannabis can be grown for sale or distribution to an approved cultivation center, craft grower, infuser organization, dispensing organization, or as otherwise authorized by the Act.

C. Craft Grower has represented to the Village that it intends to apply for a License to operate a Craft Growing Facility within the corporate boundaries of the Village. Craft Grower further represents that it has no knowledge of any events or acts that would prevent Craft Grower or any of its members from receiving a License.

D. The Village has agreed that in the event Craft Grower obtains a License to open and operate a Craft Growing Facility as required by the Act, that in exchange for good and valuable consideration as set forth herein, the Village will cooperate with Craft Grower in allowing the Craft Growing Facility to be located in the Village.

E. The Corporate Authorities of the Village have taken all required actions prior to the execution of this Agreement in order to make the same binding upon it according to its terms.



NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I

**RECITALS PART OF AGREEMENT**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

II

**MUTUAL ASSISTANCE**

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

III

**CRAFT GROWER'S ACKNOWLEDGMENTS AND REPRESENTATIONS**

3.01 Craft Grower's Application for License. Craft Grower hereby represents and warrants that it intends to complete and submit an application to the Illinois Department of Agriculture ("Department") for a License to operate a Craft Growing Facility. Moreover, Craft Grower acknowledges that the site in question shall only be used for the Craft Grow of cannabis, and as such there will be no public retail uses associated with the property such as any form of a cannabis dispensary. Craft Grower further represents that it has no criminal background nor any other reason set forth in the Act that would be a basis for the State to deny such License. Craft Grower shall notify the Village in writing within five (5) business days after it learns of the State's

disposition of Craft Grower's application. If Craft Grower is granted a License, it shall deliver a copy of the License to the Village within five (5) business days after its receipt of the same, and in the event the License is renewed annually as required by the Act, Craft Grower shall deliver a copy of the renewed License.

3.02 Village License. In order to facilitate the implementation of the provisions of this Agreement, the Village reserves the right to enact an Ordinance which would require Craft Grower to obtain a license ("Village License") to operate a Craft Growing Facility in the Village, provided, however, that any such License requirement shall not alter, amend, change or otherwise adversely affect the provisions of this Agreement. Any Village License issued by the Village shall be for the sole benefit of and in the name of the party that has received a License from the State and shall not be transferred or assigned to a third party except as set forth in Section 7.07 hereof.

#### IV

#### ZONING AND BUILDING

4.01 Building for Craft Growing Facility. Craft Grower hereby agrees that upon receipt of its Village License and a Certificate of Occupancy issued by the Village, it shall only be permitted to open and operate the Craft Growing Facility in a building located in the Village's I-2 generalized industrial zoning district, or the I-1 restricted industrial zoned district as long as the property is located 1,000 feet away from any residentially zoned property within the Village of Elk Grove Village. Craft Grower will comply with all of the requirements of the I-1 restricted industrial zoned district and I-2 generalized industrial zoning district. The building in which the Craft Grower is operating shall be no less than 12,000 square feet in size, and no more than 100,000 square feet.

4.02. Building Material and Design.

A. Design. The Building will be designed in such a way as to not be identifiable as a Craft Growing Facility. Craft Grower hereby agrees that the Village shall have the right in its reasonable discretion to approve the Building design and materials. The Building will be designed to look like other buildings in the Business Park with external, aesthetic enhancements that shall be approved by the Director of Community Development.

B. Landscaping. Craft Grower shall submit a landscaping plan for the exterior of the building that is substantially like other buildings in the Business Park for approval by the Director of Community Development, which approval will not be unreasonably denied.

C. Fencing and Driveway. The entire Building will be surrounded by an architectural wrought iron style security fence or equivalent as approved by the Village, no less than eight feet (8') in height on the sides and rear of the Building and eight feet (8') in front of the Building, but under no circumstance shall the fencing extend beyond the front corner of the building. The driveway(s) into the property shall be gated with wrought iron or other metal gates, as approved by the Director of Community Development, and shall be opened and closed only for permitted persons as allowed by the Act.

D. Parking. The parking area shall contain sufficient paved, self-contained (i.e., on the applicable lot only), ground level, off-street parking spaces, without reliance on parking spaces located on any other property, unless otherwise approved by the Village. Moreover, parking shall be compliant with the ADA. Parking shall be provided at a rate of one-point-five (1.5) parking stalls per employee. It should also be noted, that on-street parking will not count toward the required number of parking spaces for the establishment.

E. Signage. The Building shall have no obvious signage that represents cannabis by either text or image. Moreover, signage shall be limited to the business name and address, and shall be internally illuminated.

F. Odor Containment. The Building's ventilation system or odor containment system shall be constructed in such a manner so as to comply with all applicable Codes and Ordinances and the Village's Zoning Performance Standards (the "Existing Standards").

G. Applicable Codes. The Village hereby agrees that any building codes or regulations that it adopts after the effective date hereof that conflict with the Existing Standards shall not be applicable to the Building.

4.03 Loading Docks / Refuse Containers. All loading docks for the Building shall be internal. While trucks are being loaded and unloaded, the dock doors shall remain closed. All refuse containers shall also be kept within the Building.

4.04 Cessation of Operations. In the event that the Craft Grower License is expired, revoked or terminated whether by the Village or State, or intervention by the Federal Government, Craft Grower shall immediately cease its operations and remove all materials related to the growing, processing and storage of Cannabis.

V

**PUBLIC SAFETY/SECURITY**

5.01 Security. Craft Grower shall design and implement a security plan and security system that satisfies the requirements of Section 30-30 (b) of the Act and any additional requirements as may be reasonably imposed by the Village. Craft Grower shall deliver to the Village a copy of its plans and the Village hereby represents and warrants it will use its best efforts to keep all documents confidential. The security plan shall include facility access controls, surveillance systems, on-site security personnel, and other security measures required by State and local regulations. The security plan shall be reviewed and approved by the Elk Grove Village Police Department.

5.02 Security Connection. Craft Grower shall provide a Direct Connect of security and fire alarm systems to Northwest Central Dispatch, as well as a video feed to the Elk Grove Village's Police Department, as well as any necessary equipment needed for the Elk Grove Village Police Department to view the video feed.

5.03 Video Camera Security System. Craft Grower shall provide the Elk Grove Village Police Department with direct access to their facility's video camera security system. Moreover, the Craft Grower shall maintain and store video footage for a total of thirty (30) days. Video footage shall be provided both inside and outside of the facility. Outside video feed shall include coverage of the Craft Grower's entrance, parking lots, and loading dock. Should the Elk Grove Village Police Department need additional hardware and software to access the Craft Grower video camera security system, Craft Grower will be required to provide the Elk Grove Village Police Department with necessary hardware and software.

5.04 On-site Security Personnel. Craft Grower shall provide on-site security personnel during normal hours of operation.

5.05 Sprinkler & Fire Alarm System. Craft Grower shall be required to install an approved automatic sprinkler and fire alarm system throughout the entire Building.

5.06 Inspection. Craft Grower shall be subject to random inspections by the Department of Agriculture, Department of the State Police, and Elk Grove Village inspectors.

## VI

### FEES / CONTRIBUTIONS

6.01 Village Fee. Craft Grower hereby acknowledges that the Village will incur certain extraordinary costs as a result of the location of a Craft Grow Facility in the Village's Business Park. Such extraordinary costs include, but are not limited to costs for increased Police protection and monitoring, increased Fire Department monitoring, as well as increased costs of other departments necessarily incurred to protect and maintain the health, safety and welfare of Village residents. In this regard, Craft Grower agrees to pay to the Village a fee, the designation of such as a sales or use tax, impact fee or otherwise to be determined at a later date giving due consideration to applicable State regulations concerning said fees.

Irrespective of the determined designation, the Village Fee payable directly to Elk Grove Village shall be a designated percentage of the gross sales of the Craft Grower to all approved dispensing facilities, payable monthly. The Village Fee shall be 3.0% of the gross sales of the Craft Grower.

Craft Grower shall submit to the Village a copy of the tax return required to be filed with the Illinois Department of Revenue with respect to its operations at the Building, which return shall set forth the gross sales for each monthly period submitted. The return shall be accompanied by payment to the Village the fee as above set forth.

Should the designation of the fee be challenged by the State or any other party for whatever reason, Craft Grower shall not object or challenge any re-designation, it being understood that the Village is entitled to such payment, irrespective of form or designation.

6.02 Community Contributions. Starting on February 28, 2021, and prior to February 28<sup>th</sup> each year thereafter, Craft Grower shall provide an annual donation in the amount of Five Thousand U.S. dollars (\$5,000) to the Village of Elk Grove Village for community events and outreach. In addition, Craft Grower shall provide annual donations in the amount of Two Thousand Five Hundred U.S. dollars (\$2,500) to each of the following organizations or programs:

- Kenneth Young Youth Center for drug and mental health treatment programs; and
- Elk Grove Village Cares.

The Village reserves the right to reallocate the annual donations based upon need and requirements. While the initial community groups are listed above, the Village reserves the right to modify the list of community organizations, and may also add additional community organizations while redistributing the allocation allotment.

The Community Contributions, shall be subject to renegotiating by the parties on the tenth (10th) anniversary of the Commencement Date, provided the Agreement is so extended. In the event the parties are unable to agree upon new terms within thirty (30) days after the tenth (10th) anniversary, then this Agreement shall terminate one hundred twenty (120) days thereafter. In no event shall any new Community Contribution be less than the current Total Community Contributions.

## VII

### GENERAL PROVISIONS

7.01 Default. If any Party to this Agreement shall fail to perform any of its obligations under this Agreement, the other non-defaulting Party may notify, in writing, the defaulting Party and advise of the alleged failure and demand that same be remedied or cured. No default or breach of this Agreement shall be deemed committed if the breach or default is remedied within thirty (30) days, of receipt of such notice. If the defaulting party fails to remedy the default within thirty (30) days, the non-defaulting party may seek such remedies that are available in a court of law, including specific performance.

7.02 Entire Agreement / Amendment. This Agreement constitutes the entire agreement between the parties and there are no oral or parole agreements, representations or inducements existing between the parties which are not expressly set forth herein and covered hereby. This Agreement may not be amended or modified except by written agreement signed by all of the parties.

7.03 Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.04 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

7.05 Notice. All notices and requests required pursuant to this Agreement shall be sent as follows:



To Craft Grower:

Mario McIntosh  
The Joynt, LLC  
1445-1447 Howard  
Elk Grove Village, IL 60007

With copies to:

Mario McIntosh  
The Joynt, LLC  
650 W. Grand Ave. Ste. 301  
Elmhurst, IL 60126

And

To the Village:

Village of Elk Grove Village  
901 Wellington Avenue  
Elk Grove, IL 60007-3499  
Attn: Village Manager

With copies to:

Village Attorney  
Village of Elk Grove Village  
901 Wellington Avenue  
Elk Grove Village, IL 60007-3499

All notices sent by mail shall be deemed effectively delivered on the business day next following the date of 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.

7.06 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.07 Assignment. Craft Grower may not assign, or otherwise transfer all or any part of its interest in the Agreement or in the Village License without the prior written consent of the Village; provided, however, that the Craft Grower may assign its interest without consent to its parent company, any subsidiary or affiliate of it or its parent company.

Notwithstanding anything to the contrary contained in this Agreement, Craft Grower may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Craft Grower (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) Has obligations evidenced by bonds, debentures, notes, or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

7.08 Term / Renewal.

- A. Term. The term of this Agreement shall commence upon execution by both parties and terminate on the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the "Term"), unless otherwise extended.
  
- B. Option to Extend. The term of this Agreement shall be automatically renewable for a total of two (2) ten (10) year terms ("Renewal Terms") each following the original term or any renewable term at the annual fee structure stated below and otherwise upon the same terms and conditions stated in this Agreement. If Craft Grower desires not to extend any subsequent term of the Agreement, it shall give the Village written notice of its intention not to extend the term at least ninety (90) days prior to the expiration of the then current term whereupon the Agreement shall be deemed canceled upon the expiration of the then current term.
  
- C. Termination. Should the Act be repealed, then this Agreement shall terminate and Craft Grower shall cease doing business in the Village. Should the State enact new legislation enabling this Program (or its successor) to continue, then, so long as Craft Grower maintains a valid License and valid Village License, this Agreement shall automatically be renewed annually for each and every year subsequent to the date wherein this Agreement is continued. Notwithstanding the above referenced termination by Craft Grower upon expiration of the current term, Craft Grower shall

have the right to terminate this Agreement by giving the Village written notice of its intention to terminate at least ninety (90) days prior to the termination date in effect.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

THE JOYNT LLC  
An Illinois Limited Liability Company

By:   
Mario McIntosh CEO

VILLAGE OF ELK GROVE VILLAGE,  
An Illinois Municipal Corporation

By: \_\_\_\_\_  
Its Mayor

ATTEST:

By: \_\_\_\_\_  
Village Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DEVELOPMENT AND OPERATING AGREEMENT FOR A CRAFT GROW FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND 420 ILLINOIS GROW, 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 document marked:

**DEVELOPMENT AND OPERATING AGREEMENT  
CRAFT GROW FACILITY**

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**

## **DEVELOPMENT AND OPERATING AGREEMENT**

### **CRAFT GROW FACILITY**

THIS DEVELOPMENT AND OPERATING AGREEMENT (“Agreement”) is made and entered into as of this 29th day in April, 2020, by and between the Village of Elk Grove Village, Illinois, a Home Rule Illinois municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and 420 Illinois Grow, LLC (“Craft Grower”) an Illinois Limited Liability Company.

#### **RECITALS**

A. On June 25, 2019, the Illinois Legislature enacted the Cannabis Regulation and Tax Act, 410 ILCS 750/Article 30 *et seq.* (“Act”).

B. The Act authorizes the State the right to grant a license (“License”) for Craft Growing (Section 30-5(a)) where cannabis can be grown for sale or distribution to an approved cultivation center, craft grower, infuser organization, dispensing organization, or as otherwise authorized by the Act.

C. Craft Grower has represented to the Village that it intends to apply for a License to operate a Craft Growing Facility within the corporate boundaries of the Village. Craft Grower further represents that it has no knowledge of any events or acts that would prevent Craft Grower or any of its members from receiving a License.

D. The Village has agreed that in the event Craft Grower obtains a License to open and operate a Craft Growing Facility as required by the Act, that in exchange for good and valuable consideration as set forth herein, the Village will cooperate with Craft Grower in allowing the Craft Growing Facility to be located in the Village.

E. The Corporate Authorities of the Village have taken all required actions prior to the execution of this Agreement in order to make the same binding upon it according to its terms.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I

**RECITALS PART OF AGREEMENT**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

II

**MUTUAL ASSISTANCE**

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

III

**CRAFT GROWER'S ACKNOWLEDGMENTS AND REPRESENTATIONS**

3.01 Craft Grower's Application for License. Craft Grower hereby represents and warrants that it intends to complete and submit an application to the Illinois Department of Agriculture ("Department") for a License to operate a Craft Growing Facility. Moreover, Craft Grower acknowledges that the site in question shall only be used for the Craft Grow of cannabis, and as such there will be no public retail uses associated with the property such as any form of a cannabis dispensary. Craft Grower further represents that it has no criminal background nor any other reason set forth in the Act that would be a basis for the State to deny such License. Craft Grower shall notify the Village in writing within five (5) business days after it learns of the State's

disposition of Craft Grower's application. If Craft Grower is granted a License, it shall deliver a copy of the License to the Village within five (5) business days after its receipt of the same, and in the event the License is renewed annually as required by the Act, Craft Grower shall deliver a copy of the renewed License.

3.02 Village License. In order to facilitate the implementation of the provisions of this Agreement, the Village reserves the right to enact an Ordinance which would require Craft Grower to obtain a license ("Village License") to operate a Craft Growing Facility in the Village, provided, however, that any such License requirement shall not alter, amend, change or otherwise adversely affect the provisions of this Agreement. Any Village License issued by the Village shall be for the sole benefit of and in the name of the party that has received a License from the State and shall not be transferred or assigned to a third party except as set forth in Section 7.07 hereof.

#### IV

#### ZONING AND BUILDING

4.01 Building for Craft Growing Facility. Craft Grower hereby agrees that upon receipt of its Village License and a Certificate of Occupancy issued by the Village, it shall only be permitted to open and operate the Craft Growing Facility in a building located in the Village's I-2 generalized industrial zoning district, or the I-1 restricted industrial zoned district as long as the property is located 1,000 feet away from any residentially zoned property within the Village of Elk Grove Village. Craft Grower will comply with all of the requirements of the I-1 restricted industrial zoned district and I-2 generalized industrial zoning district. The building in which the Craft Grower is operating shall be no less than 12,000 square feet in size, and no more than 100,000 square feet.

4.02. Building Material and Design.



A. Design. The Building will be designed in such a way as to not be identifiable as a Craft Growing Facility. Craft Grower hereby agrees that the Village shall have the right in its reasonable discretion to approve the Building design and materials. The Building will be designed to look like other buildings in the Business Park with external, aesthetic enhancements that shall be approved by the Director of Community Development.

B. Landscaping. Craft Grower shall submit a landscaping plan for the exterior of the building that is substantially like other buildings in the Business Park for approval by the Director of Community Development, which approval will not be unreasonably denied.

C. Fencing and Driveway. The entire Building will be surrounded by an architectural wrought iron style security fence or equivalent as approved by the Village, no less than eight feet (8') in height on the sides and rear of the Building and eight feet (8') in front of the Building, but under no circumstance shall the fencing extend beyond the front corner of the building. The driveway(s) into the property shall be gated with wrought iron or other metal gates, as approved by the Director of Community Development, and shall be opened and closed only for permitted persons as allowed by the Act.

D. Parking. The parking area shall contain sufficient paved, self-contained (i.e., on the applicable lot only), ground level, off-street parking spaces, without reliance on parking spaces located on any other property, unless otherwise approved by the Village. Moreover, parking shall be compliant with the ADA. Parking shall be provided at a rate of one-point-five (1.5) parking stalls per employee. It should also be noted, that on-street parking will not count toward the required number of parking spaces for the establishment.

E. Signage. The Building shall have no obvious signage that represents cannabis by either text or image. Moreover, signage shall be limited to the business name and address, and shall be internally illuminated.

F. Odor Containment. The Building's ventilation system or odor containment system shall be constructed in such a manner so as to comply with all applicable Codes and Ordinances and the Village's Zoning Performance Standards (the "Existing Standards").

G. Applicable Codes. The Village hereby agrees that any building codes or regulations that it adopts after the effective date hereof that conflict with the Existing Standards shall not be applicable to the Building.

4.03 Loading Docks / Refuse Containers. All loading docks for the Building shall be internal. While trucks are being loaded and unloaded, the dock doors shall remain closed. All refuse containers shall also be kept within the Building.

4.04 Cessation of Operations. In the event that the Craft Grower License is expired, revoked or terminated whether by the Village or State, or intervention by the Federal Government, Craft Grower shall immediately cease its operations and remove all materials related to the growing, processing and storage of Cannabis.

## V

### PUBLIC SAFETY/SECURITY

5.01 Security. Craft Grower shall design and implement a security plan and security system that satisfies the requirements of Section 30-30 (b) of the Act and any additional requirements as may be reasonably imposed by the Village. Craft Grower shall deliver to the Village a copy of its plans and the Village hereby represents and warrants it will use its best efforts to keep all documents confidential. The security plan shall include facility access controls, surveillance systems, on-site security personnel, and other security measures required by State and local regulations. The security plan shall be reviewed and approved by the Elk Grove Village Police Department.

5.02 Security Connection. Craft Grower shall provide a Direct Connect of security and fire alarm systems to Northwest Central Dispatch, as well as a video feed to the Elk Grove Village's Police Department, as well as any necessary equipment needed for the Elk Grove Village Police Department to view the video feed.

5.03 Video Camera Security System. Craft Grower shall provide the Elk Grove Village Police Department with direct access to their facility's video camera security system. Moreover, the Craft Grower shall maintain and store video footage for a total of thirty (30) days. Video footage shall be provided both inside and outside of the facility. Outside video feed shall include coverage of the Craft Grower's entrance, parking lots, and loading dock. Should the Elk Grove Village Police Department need additional hardware and software to access the Craft Grower video camera security system, Craft Grower will be required to provide the Elk Grove Village Police Department with necessary hardware and software.

5.04 On-site Security Personnel. Craft Grower shall provide on-site security personnel during normal hours of operation.

5.05 Sprinkler & Fire Alarm System. Craft Grower shall be required to install an approved automatic sprinkler and fire alarm system throughout the entire Building.

5.06 Inspection. Craft Grower shall be subject to random inspections by the Department of Agriculture, Department of the State Police, and Elk Grove Village inspectors.

## VI

### FEES / CONTRIBUTIONS

6.01 Village Fee. Craft Grower hereby acknowledges that the Village will incur certain extraordinary costs as a result of the location of a Craft Grow Facility in the Village's Business Park. Such extraordinary costs include, but are not limited to costs for increased Police protection and monitoring, increased Fire Department monitoring, as well as increased costs of other departments necessarily incurred to protect and maintain the health, safety and welfare of Village residents. In this regard, Craft Grower agrees to pay to the Village a fee, the designation of such as a sales or use tax, impact fee or otherwise to be determined at a later date giving due consideration to applicable State regulations concerning said fees.

Irrespective of the determined designation, the Village Fee payable directly to Elk Grove Village shall be a designated percentage of the gross sales of the Craft Grower to all approved dispensing facilities, payable monthly. The Village Fee shall be 3.0% of the gross sales of the Craft Grower.

Craft Grower shall submit to the Village a copy of the tax return required to be filed with the Illinois Department of Revenue with respect to its operations at the Building, which return shall set forth the gross sales for each monthly period submitted. The return shall be accompanied by payment to the Village the fee as above set forth.

Should the designation of the fee be challenged by the State or any other party for whatever reason, Craft Grower shall not object or challenge any re-designation, it being understood that the Village is entitled to such payment, irrespective of form or designation.

6.02 Community Contributions. Starting on February 28, 2021, and prior to February 28<sup>th</sup> each year thereafter, Craft Grower shall provide an annual donation in the amount of Five Thousand U.S. dollars (\$5,000) to the Village of Elk Grove Village for community events and outreach. In addition, Craft Grower shall provide annual donations in the amount of Two Thousand Five Hundred U.S. dollars (\$2,500) to each of the following organizations or programs:

- Kenneth Young Youth Center for drug and mental health treatment programs; and
- Elk Grove Village Cares.

The Village reserves the right to reallocate the annual donations based upon need and requirements. While the initial community groups are listed above, the Village reserves the right to modify the list of community organizations, and may also add additional community organizations while redistributing the allocation allotment.

The Community Contributions, shall be subject to renegotiating by the parties on the tenth (10th) anniversary of the Commencement Date, provided the Agreement is so extended. In the event the parties are unable to agree upon new terms within thirty (30) days after the tenth (10th) anniversary, then this Agreement shall terminate one hundred twenty (120) days thereafter. In no event shall any new Community Contribution be less than the current Total Community Contributions.

## VII

### GENERAL PROVISIONS

7.01 Default. If any Party to this Agreement shall fail to perform any of its obligations under this Agreement, the other non-defaulting Party may notify, in writing, the defaulting Party and advise of the alleged failure and demand that same be remedied or cured. No default or breach of this Agreement shall be deemed committed if the breach or default is remedied within thirty (30) days, of receipt of such notice. If the defaulting party fails to remedy the default within thirty (30) days, the non-defaulting party may seek such remedies that are available in a court of law, including specific performance.

7.02 Entire Agreement / Amendment. This Agreement constitutes the entire agreement between the parties and there are no oral or parole agreements, representations or inducements existing between the parties which are not expressly set forth herein and covered hereby. This Agreement may not be amended or modified except by written agreement signed by all of the parties.

7.03 Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.04 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

7.05 Notice. All notices and requests required pursuant to this Agreement shall be sent as follows:

To Craft Grower:

420 Illinois Grow LLC  
Via email to Tim Mickelson at [tim@themickelsongroup.com](mailto:tim@themickelsongroup.com)

With copies to:

Cooney Corso & Moynihan LLC  
1311 Butterfield, #308  
Downers Grove, IL 60515  
Attn: John Moynihan  
And via email to [jmoynihan@ccvmlaw.com](mailto:jmoynihan@ccvmlaw.com)

And

To the Village:

Village of Elk Grove Village  
901 Wellington Avenue  
Elk Grove, IL 60007-3499  
Attn: Village Manager

With copies to:

Village Attorney  
Village of Elk Grove Village  
901 Wellington Avenue  
Elk Grove Village, IL 60007-3499

All notices sent by mail shall be deemed effectively delivered on the business day next following the date of 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.

7.06 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.07 Assignment. Craft Grower may not assign, or otherwise transfer all or any part of its interest in the Agreement or in the Village License without the prior written consent of the Village; provided, however, that the Craft Grower may assign its interest without consent to its parent company, any subsidiary or affiliate of it or its parent company.

Notwithstanding anything to the contrary contained in this Agreement, Craft Grower may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Craft Grower (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) Has obligations evidenced by bonds, debentures, notes, or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

7.08 Term / Renewal.

- A. Term. The term of this Agreement shall commence upon execution by both parties and terminate on the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the “Term”), unless otherwise extended.
  
- B. Option to Extend. The term of this Agreement shall be automatically renewable for a total of two (2) ten (10) year terms (“Renewal Terms”) each following the original term or any renewable term at the annual fee structure stated below and otherwise upon the same terms and conditions stated in this Agreement. If Craft Grower desires not to extend any subsequent term of the Agreement, it shall give the Village written notice of its intention not to extend the term at least ninety (90) days prior to the expiration of the then current term whereupon the Agreement shall be deemed canceled upon the expiration of the then current term.
  
- C. Termination. Should the Act be repealed, then this Agreement shall terminate and Craft Grower shall cease doing business in the Village. Should the State enact new legislation enabling this Program (or its successor) to continue, then, so long as Craft Grower maintains a valid License and valid Village License, this Agreement shall automatically be renewed annually for each and every year subsequent to the date wherein this Agreement is continued. Notwithstanding the above referenced termination by Craft Grower upon expiration of the current term, Craft Grower shall



have the right to terminate this Agreement by giving the Village written notice of its intention to terminate at least ninety (90) days prior to the termination date in effect.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

420 ILLINOIS GROW, LLC  
An Illinois Limited Liability Company

VILLAGE OF ELK GROVE VILLAGE,  
An Illinois Municipal Corporation

By:   
Tim Mickelson  
Its Member

By: \_\_\_\_\_  
Its Mayor

ATTEST:

By: \_\_\_\_\_  
Village Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DEVELOPMENT AND OPERATING AGREEMENT FOR A CRAFT GROW FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND CLEARLEAF, 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 document marked:

**DEVELOPMENT AND OPERATING AGREEMENT  
CRAFT GROW FACILITY**

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

## **DEVELOPMENT AND OPERATING AGREEMENT**

### **CRAFT GROW FACILITY**

THIS DEVELOPMENT AND OPERATING AGREEMENT (“Agreement”) is made and entered into as of this 27<sup>th</sup> day in April, 2020, by and between the Village of Elk Grove Village, Illinois, a Home Rule Illinois municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and ClearLeaf, LLC (“Craft Grower”) an Illinois Limited Liability Company.

#### **RECITALS**

A. On June 25, 2019, the Illinois Legislature enacted the Cannabis Regulation and Tax Act, 410 ILCS 750/Article 30 *et seq.* (“Act”).

B. The Act authorizes the State the right to grant a license (“License”) for Craft Growing (Section 30-5(a)) where cannabis can be grown for sale or distribution to an approved cultivation center, craft grower, infuser organization, dispensing organization, or as otherwise authorized by the Act.

C. Craft Grower has represented to the Village that it intends to apply for a License to operate a Craft Growing Facility within the corporate boundaries of the Village. Craft Grower further represents that it has no knowledge of any events or acts that would prevent Craft Grower or any of its members from receiving a License.

D. The Village has agreed that in the event Craft Grower obtains a License to open and operate a Craft Growing Facility as required by the Act, that in exchange for good and valuable consideration as set forth herein, the Village will cooperate with Craft Grower in allowing the Craft Growing Facility to be located in the Village.

E. The Corporate Authorities of the Village have taken all required actions prior to the execution of this Agreement in order to make the same binding upon it according to its terms.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**I**

**RECITALS PART OF AGREEMENT**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

**II**

**MUTUAL ASSISTANCE**

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

**III**

**CRAFT GROWER'S ACKNOWLEDGMENTS AND REPRESENTATIONS**

3.01 Craft Grower's Application for License. Craft Grower hereby represents and warrants that it intends to complete and submit an application to the Illinois Department of Agriculture ("Department") for a License to operate a Craft Growing Facility. Moreover, Craft Grower acknowledges that the site in question shall only be used for the Craft Grow of cannabis, and as such there will be no public retail uses associated with the property such as any form of a cannabis dispensary. Craft Grower further represents that it has no criminal background nor any other reason set forth in the Act that would be a basis for the State to deny such License. Craft Grower shall notify the Village in writing within five (5) business days after it learns of the State's disposition of Craft Grower's application. If Craft Grower is granted a License, it shall deliver a copy of the License to the Village within five (5) business days after its receipt of the same, and

in the event the License is renewed annually as required by the Act, Craft Grower shall deliver a copy of the renewed License.

3.02 Village License. In order to facilitate the implementation of the provisions of this Agreement, the Village reserves the right to enact an Ordinance which would require Craft Grower to obtain a license (“Village License”) to operate a Craft Growing Facility in the Village, provided, however, that any such License requirement shall not alter, amend, change or otherwise adversely affect the provisions of this Agreement. Any Village License issued by the Village shall be for the sole benefit of and in the name of the party that has received a License from the State and shall not be transferred or assigned to a third party except as set forth in Section 7.07 hereof.

#### IV

#### ZONING AND BUILDING

4.01 Building for Craft Growing Facility. Craft Grower hereby agrees that upon receipt of its Village License and a Certificate of Occupancy issued by the Village, it shall only be permitted to open and operate the Craft Growing Facility in a building located in the Village’s I-2 generalized industrial zoning district, or the I-1 restricted industrial zoned district as long as the property is located 1,000 feet away from any residentially zoned property within the Village of Elk Grove Village. Craft Grower will comply with all of the requirements of the I-1 restricted industrial zoned district and I-2 generalized industrial zoning district. The building in which the Craft Grower is operating shall be no less than 12,000 square feet in size, and no more than 100,000 square feet.

4.02. Building Material and Design.

A. Design. The Building will be designed in such a way as to not be identifiable as a Craft Growing Facility. Craft Grower hereby agrees that the Village shall have the right in its reasonable discretion to approve the Building design and materials. The Building will be designed to look

like other buildings in the Business Park with external, aesthetic enhancements that shall be approved by the Director of Community Development.

B. Landscaping. Craft Grower shall submit a landscaping plan for the exterior of the building that is substantially like other buildings in the Business Park for approval by the Director of Community Development, which approval will not be unreasonably denied.

C. Fencing and Driveway. The entire Building will be surrounded by an architectural wrought iron style security fence or equivalent as approved by the Village, no less than eight feet (8') in height on the sides and rear of the Building and eight feet (8') in front of the Building, but under no circumstance shall the fencing extend beyond the front corner of the building. The driveway(s) into the property shall be gated with wrought iron or other metal gates, as approved by the Director of Community Development, and shall be opened and closed only for permitted persons as allowed by the Act.

D. Parking. The parking area shall contain sufficient paved, self-contained (i.e., on the applicable lot only), ground level, off-street parking spaces, without reliance on parking spaces located on any other property, unless otherwise approved by the Village. Moreover, parking shall be compliant with the ADA. Parking shall be provided at a rate of one-point-five (1.5) parking stalls per employee. It should also be noted, that on-street parking will not count toward the required number of parking spaces for the establishment.

E. Signage. The Building shall have no obvious signage that represents cannabis by either text or image. Moreover, signage shall be limited to the business name and address, and shall be internally illuminated.

F. Odor Containment. The Building's ventilation system or odor containment system shall be constructed in such a manner so as to comply with all applicable Codes and Ordinances and the Village's Zoning Performance Standards (the "Existing Standards").

G. Applicable Codes. The Village hereby agrees that any building codes or regulations that it adopts after the effective date hereof that conflict with the Existing Standards shall not be applicable to the Building.

4.03 Loading Docks / Refuse Containers. All loading docks for the Building shall be internal. While trucks are being loaded and unloaded, the dock doors shall remain closed. All refuse containers shall also be kept within the Building.

4.04 Cessation of Operations. In the event that the Craft Grower License is expired, revoked or terminated whether by the Village or State, or intervention by the Federal Government, Craft Grower shall immediately cease its operations and remove all materials related to the growing, processing and storage of Cannabis.

V

**PUBLIC SAFETY/SECURITY**

5.01 Security. Craft Grower shall design and implement a security plan and security system that satisfies the requirements of Section 30-30 (b) of the Act and any additional requirements as may be reasonably imposed by the Village. Craft Grower shall deliver to the Village a copy of its plans and the Village hereby represents and warrants it will use its best efforts to keep all documents confidential. The security plan shall include facility access controls, surveillance systems, on-site security personnel, and other security measures required by State and local regulations. The security plan shall be reviewed and approved by the Elk Grove Village Police Department.

5.02 Security Connection. Craft Grower shall provide a Direct Connect of security and fire alarm systems to Northwest Central Dispatch, as well as a video feed to the Elk Grove Village's Police Department, as well as any necessary equipment needed for the Elk Grove Village Police Department to view the video feed.

5.03 Video Camera Security System. Craft Grower shall provide the Elk Grove Village Police Department with direct access to their facility's video camera security system. Moreover, the Craft Grower shall maintain and store video footage for a total of thirty (30) days. Video footage shall be provided both inside and outside of the facility. Outside video feed shall include coverage of the Craft Grower's entrance, parking lots, and loading dock. Should the Elk Grove Village Police



Department need additional hardware and software to access the Craft Grower video camera security system, Craft Grower will be required to provide the Elk Grove Village Police Department with necessary hardware and software.

5.04 On-site Security Personnel. Craft Grower shall provide on-site security personnel during normal hours of operation.

5.05 Sprinkler & Fire Alarm System. Craft Grower shall be required to install an approved automatic sprinkler and fire alarm system throughout the entire Building.

5.06 Inspection. Craft Grower shall be subject to random inspections by the Department of Agriculture, Department of the State Police, and Elk Grove Village inspectors.

## VI

### FEES / CONTRIBUTIONS

6.01 Village Fee. Craft Grower hereby acknowledges that the Village will incur certain extraordinary costs as a result of the location of a Craft Grow Facility in the Village's Business Park. Such extraordinary costs include, but are not limited to costs for increased Police protection and monitoring, increased Fire Department monitoring, as well as increased costs of other departments necessarily incurred to protect and maintain the health, safety and welfare of Village residents. In this regard, Craft Grower agrees to pay to the Village a fee, the designation of such as a sales or use tax, impact fee or otherwise to be determined at a later date giving due consideration to applicable State regulations concerning said fees.

Irrespective of the determined designation, the Village Fee payable directly to Elk Grove Village shall be a designated percentage of the gross sales of the Craft Grower to all approved dispensing facilities, payable monthly. The Village Fee shall be 3.0% of the gross sales of the Craft Grower.

Craft Grower shall submit to the Village a copy of the tax return required to be filed with the Illinois Department of Revenue with respect to its operations at the Building, which return shall set forth the gross sales for each monthly period submitted. The return shall be accompanied by payment to the Village the fee as above set forth.

Should the designation of the fee be challenged by the State or any other party for whatever reason, Craft Grower shall not object or challenge any re-designation, it being understood that the Village is entitled to such payment, irrespective of form or designation.

6.02 Community Contributions. Starting on February 28, 2021, and prior to February 28<sup>th</sup> each year thereafter, Craft Grower shall provide an annual donation in the amount of Five Thousand U.S. dollars (\$5,000) to the Village of Elk Grove Village for community events and outreach. In addition, Craft Grower shall provide annual donations in the amount of Two Thousand Five Hundred U.S. dollars (\$2,500) to each of the following organizations or programs:

- Kenneth Young Youth Center for drug and mental health treatment programs; and
- Elk Grove Village Cares.

The Village reserves the right to reallocate the annual donations based upon need and requirements. While the initial community groups are listed above, the Village reserves the right to modify the list of community organizations, and may also add additional community organizations while redistributing the allocation allotment.

The Community Contributions, shall be subject to renegotiating by the parties on the tenth (10th) anniversary of the Commencement Date, provided the Agreement is so extended. In the event the parties are unable to agree upon new terms within thirty (30) days after the tenth (10th) anniversary, then this Agreement shall terminate one hundred twenty (120) days thereafter. In no event shall any new Community Contribution be less than the current Total Community Contributions.

## VII

### GENERAL PROVISIONS

7.01 Default. If any Party to this Agreement shall fail to perform any of its obligations under this Agreement, the other non-defaulting Party may notify, in writing, the defaulting Party and advise of the alleged failure and demand that same be remedied or cured. No default or breach of this Agreement shall be deemed committed if the breach or default is remedied within thirty (30) days, of receipt of such notice. If the defaulting party fails to remedy the default within thirty (30) days, the non-defaulting party may seek such remedies that are available in a court of law, including specific performance.

7.02 Entire Agreement / Amendment. This Agreement constitutes the entire agreement between the parties and there are no oral or parole agreements, representations or inducements existing between the parties which are not expressly set forth herein and covered hereby. This Agreement may not be amended or modified except by written agreement signed by all of the parties.

7.03 Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.04 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

7.05 Notice. All notices and requests required pursuant to this Agreement shall be sent as follows:

To Craft Grower:

ClearLeaf LLC

Via email to Rose Mickelson at [rose@themickelsongroup.com](mailto:rose@themickelsongroup.com)

And email to Sandra Dyer at [Doxana@yahoo.com](mailto:Doxana@yahoo.com)

And

To the Village:

Village of Elk Grove Village

901 Wellington Avenue

Elk Grove, IL 60007-3499

Attn: Village Manager

With copies to:

Village Attorney

Village of Elk Grove Village

901 Wellington Avenue

Elk Grove Village, IL 60007-3499

All notices sent by mail shall be deemed effectively delivered on the business day next following the date of 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.

7.06 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.07 Assignment. Craft Grower may not assign, or otherwise transfer all or any part of its interest in the Agreement or in the Village License without the prior written consent of the Village; provided, however, that the Craft Grower may assign its interest without consent to its parent company, any subsidiary or affiliate of it or its parent company.

Notwithstanding anything to the contrary contained in this Agreement, Craft Grower may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Craft Grower (i) has

obligations for borrowed money or in respect of guaranties thereof, (ii) Has obligations evidenced by bonds, debentures, notes, or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

7.08 Term / Renewal.

- A. Term. The term of this Agreement shall commence upon execution by both parties and terminate on the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the "Term"), unless otherwise extended.
  
- B. Option to Extend. The term of this Agreement shall be automatically renewable for a total of two (2) ten (10) year terms ("Renewal Terms") each following the original term or any renewable term at the annual fee structure stated below and otherwise upon the same terms and conditions stated in this Agreement. If Craft Grower desires not to extend any subsequent term of the Agreement, it shall give the Village written notice of its intention not to extend the term at least ninety (90) days prior to the expiration of the then current term whereupon the Agreement shall be deemed canceled upon the expiration of the then current term.
  
- C. Termination. Should the Act be repealed, then this Agreement shall terminate and Craft Grower shall cease doing business in the Village. Should the State enact new legislation enabling this Program (or its successor) to continue, then, so long as Craft Grower maintains a valid License and valid Village License, this Agreement shall automatically be renewed annually for each and every year subsequent to the date wherein this Agreement is continued. Notwithstanding the above referenced termination by Craft Grower upon expiration of the current term, Craft Grower shall have the right to terminate this Agreement by giving the Village written notice of its intention to terminate at least ninety (90) days prior to the termination date in effect.



IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CLEARLEAF LLC  
An Illinois Limited Liability Company

VILLAGE OF ELK GROVE VILLAGE,  
An Illinois Municipal Corporation

By:   
Rose Mickelson  
Its Member

By: \_\_\_\_\_  
Its Mayor

ATTEST:

By: \_\_\_\_\_  
Village Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A SECOND RENEWAL TO THE UTILITY AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND GROOT INDUSTRIES, INC. CONCERNING WATER AND SEWER UTILITY SERVICES FOR THE GROOT TRANSFER STATION AT 6747 ELMHURST ROAD AND 1817 ELMHURST 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:

**UTILITY AGREEMENT SECOND RENEWAL**

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



**UTILITY AGREEMENT SECOND RENEWAL**

THIS DOCUMENT SERVES AS THE SECOND RENEWAL TO THE UTILITY AGREEMENT AND UTILITY AGREEMENT RENEWAL (this "Agreement"), by and between **GROOT INDUSTRIES, INC.** ("Groot") and the **VILLAGE OF ELK GROVE VILLAGE** ("Village") CONCERNING WATER AND SEWER UTILITY SERVICES for 6747 ELMHURST ROAD and 1817 ELMHURST ROAD (collectively, the "Transfer Station"), which are located in the corporate limits of the City of Chicago ("Chicago").

**WITNESSETH:**

**WHEREAS**, Groot is in the business of residential, commercial, and industrial waste removal and recycling; and,

**WHEREAS**, Groot operates a waste and recycling Transfer Station at 6747 Elmhurst Road which Transfer Station is located in the City of Chicago but is adjacent to the corporate limits of the Village; and,

**WHEREAS**, on July 25, 1995, Groot and the Village entered into a Utility Agreement whereby the Village agreed to permit access to its water and sewer utilities for the Transfer Station under specific terms and conditions; and,

**WHEREAS**, on February 13, 2007, Groot and the Village extended the terms of the then existing Utility Agreement to provide revised terms and conditions for the utility services; and

**WHEREAS**, because the significant site changes, additions, and modifications being made by Groot to the Transfer Station site would essentially void the existing Agreement, Groot requested that the Village renew and extend the terms of the Utility Agreement; and,

**WHEREAS**, because the Transfer Station is located within the corporate limits of the City of Chicago, the Village is under no obligation whatsoever to provide any services (water, sewer, fire, paramedic, or 911) services to Groot and the Village is only providing water and other services to Groot based upon the considerations set forth herein; and,

**WHEREAS**, the Chicago Fire Department provides the Transfer Station with fire response and paramedic services; however, Chicago's nearest firehouse located a significant time distance from the Transfer Station, while the Village operates a Fire Station with paramedic services just minutes away from the Transfer Station.

**NOW, THEREFORE,** in consideration of the mutual promises and conditions hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. The Village will continue to provide access to its water and sewer utilities to the Transfer Station located at 6747 Elmhurst Road, as well as service to the new Transfer Station being constructed on the south end of the property located at 1817 Elmhurst Road, as shown in Exhibit A. Water services shall be provided at the same rate charged to similar properties within the Village (currently \$12.00 per 1,000 gallons), which is a decrease from the current invoiced rate of 150% of current business customer charges.
2. Groot will continue into perpetuity to own and maintain its water and sewer service lines servicing the Groot property. In addition, Groot must continue to obtain and pay for any necessary water and sewer permits, connection fees, and water meter fees charged by the Village and perform all primary and associated work and responsibilities as required of all Village water and sewer customers.
3. The water and sewer service provided by the Village under this Agreement is strictly for the use and benefit of the Transfer Station operation on Elmhurst Road. Groot cannot sell, assign or in any way grant the use of Village water, sanitary sewer, or storm sewer to any other user; provided, however, that Groot may assign or otherwise transfer this Agreement (and the rights and obligation set forth herein) to a successor under a change in control of Groot or to a third party in connection with the transfer or sale of all or substantially all of Groot's assets, including, without limitation, the Transfer Station.
4. As a result of extended Fire Department and Paramedic response times to the Transfer Station by the Chicago Fire Department, the Village agrees to undertake reasonable efforts to execute an automatic mutual aid agreement with the Chicago Fire Department designating the Elk Grove Village Fire Department as the automatic responding agency for emergency medical and fire protection services to Groot.

In the event that the Village and Chicago reach such an agreement for automatic aid and if the agreement allows, the Village will request that any 911 calls made from the Transfer Station be connected to the Village's Northwest Central Dispatch 911 System. Moreover, if the City of Chicago allows, the Village further agrees that Groot will be

treated like other businesses located within the Village and will generally not be charged for any emergency medical and/or fire protection services provided by the Village (except that costs associated with insurance or hazardous material responses may be invoiced like any business located in the Village).

5. In consideration for the aforementioned benefits, Groot agrees to accept and dispose of up to 1,250 tons per year of residential leaves collected under the Village's leaf collection program at no cost to the Village. The Village's leaf collection program shall be limited to collection of residential leaves from residential zoned properties within the Village. All leaves in excess of 1,250 tons per year disposed of by the Village at the Transfer Station shall be disposed of at the then-current gate rate charged by Groot for the disposal of such material. The Village will tip all leaves directly at the Transfer Station. Except as otherwise provided herein, Groot will accept the leaves for the duration of this Agreement.
6. The Village represents, warrants and covenants that the leaves collected under the Village's leaf collection program and delivered to Groot hereunder are from residential neighborhoods located within the Village. There is a reasonable expectation by both parties that said leaves will not contain any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.
7. Except as otherwise provided herein, the failure of Groot to provide the leaf disposal services or pay the invoices for the water or sewer services provided for herein will be considered a default of this Agreement and in addition to any other remedy which may be available to the Village, the Village may terminate this Agreement and/or terminate the obligation to provide water and sewer service to Groot; provided, however, that Groot shall have thirty (30) days to cure any such default to the satisfaction of the Village after receiving written notice of such default from the Village. Failure to cure the default with thirty (30) days will result in immediate termination of water services, sewer services, and, if any, paramedic services, fire response services, and 911 services.
8. The initial term of this Agreement shall be for ten (10) years. This Agreement shall be automatically renewed in five (5) year terms. If either party desires not to extend any

subsequent term of this Agreement, the party shall give written notice of its intention not to extend the term at least sixty (60) days prior to the expiration of the then current term whereupon this Agreement shall be deemed canceled upon the expiration of the then current term.

9. This Agreement shall be binding on the parties hereto, their successors and assigns and successors in interest.

**IN WITNESS WHEREOF**, the parties hereto set their hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

Groot:  
GROOT INDUSTRIES, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Village:  
VILLAGE OF ELK GROVE VILLAGE

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A  
(insert approved utility plans)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE PLAT OF SUBDIVISION IDENTIFIED AS UDALL PARK NORTH PLAT OF SUBDIVISION AND THE GRANTING OF ADMINISTRATIVE VARIATIONS WITH RESPECT TO MINIMUM LOT SQUARE FOOTAGE AND MINIMUM FRONT YARD FRONTAGE AND WIDTH (811 WILLOW LANE)**

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**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 Park District of Elk Grove to approve a Plat of Subdivision identified as the Udall Park North Plat of Subdivision for property located at 811 Willow Lane, Elk Grove Village; and

**WHEREAS**, since Lot 2 of the subdivision will be owned by the Village, the Village Attorney has recommended that the Mayor and Board of Trustees grant administrative variations with respect to minimum lot square footage and minimum front yard frontage and front yard width; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Elk Grove Village, find and believe that the granting of administrative variations as recommended by the Village Attorney is in the best interests of the Village.

**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 the Plat of Subdivision identified as Udall Park North Plat of Subdivision, a copy of which is attached hereto and incorporated herein, be and the same is hereby approved.

**Section 2:** That there is hereby granted a variation of Section 7-1 of the Zoning Ordinance as it relates to the 7,500 square feet minimum lot square footage in a R-3 residential zoning district to permit Lot 2, as proposed, to have 3,600 square feet.

**Section 3:** That there is hereby granted an additional variation of Section 7-1 of the Zoning Ordinance as it relates to minimum front yard frontage and sixty (60') foot front yard widths to permit Lot 2 to have no lot frontage and a lot width of forty (40') feet.

**Section 4:** That the Village Clerk be directed to record the Plat with the Cook County Recorder of Deeds.

**Section 5:** 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**

ARCHITECTURAL, CIVIL, MECHANICAL, ELECTRICAL, PLUMBING & TELECOMMUNICATIONS, STRUCTURAL & ACCESSIBILITY CONSULTING & DESIGN PROGRAM MANAGEMENT / LAND SURVEY

UDALL PARK NORTH  
 PLAT OF SUBDIVISION

SECTION 30, T11N, R10E, S44E, DEER CREEK COUNTY, MISSOURI  
 S.E. 1/4 OF THE SW 1/4 OF SECTION 30, T11N, R10E, S44E, DEER CREEK COUNTY, MISSOURI

NOTES:  
 1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE MISSOURI SURVEYING ACT OF 1961.  
 2. THE BOUNDARIES OF THIS SURVEY ARE BASED ON THE SURVEY OF THE EAK GROVE HILLSIDE SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 1998.  
 3. THE BOUNDARIES OF THIS SURVEY ARE BASED ON THE SURVEY OF THE UDALL PARK NORTH SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 2000.  
 4. THE BOUNDARIES OF THIS SURVEY ARE BASED ON THE SURVEY OF THE EAK GROVE HILLSIDE SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 1998, AND THE SURVEY OF THE UDALL PARK NORTH SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 2000.  
 5. THE BOUNDARIES OF THIS SURVEY ARE BASED ON THE SURVEY OF THE EAK GROVE HILLSIDE SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 1998, AND THE SURVEY OF THE UDALL PARK NORTH SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 2000.  
 6. THE BOUNDARIES OF THIS SURVEY ARE BASED ON THE SURVEY OF THE EAK GROVE HILLSIDE SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 1998, AND THE SURVEY OF THE UDALL PARK NORTH SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 2000.  
 7. THE BOUNDARIES OF THIS SURVEY ARE BASED ON THE SURVEY OF THE EAK GROVE HILLSIDE SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 1998, AND THE SURVEY OF THE UDALL PARK NORTH SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 2000.  
 8. THE BOUNDARIES OF THIS SURVEY ARE BASED ON THE SURVEY OF THE EAK GROVE HILLSIDE SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 1998, AND THE SURVEY OF THE UDALL PARK NORTH SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 2000.  
 9. THE BOUNDARIES OF THIS SURVEY ARE BASED ON THE SURVEY OF THE EAK GROVE HILLSIDE SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 1998, AND THE SURVEY OF THE UDALL PARK NORTH SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 2000.  
 10. THE BOUNDARIES OF THIS SURVEY ARE BASED ON THE SURVEY OF THE EAK GROVE HILLSIDE SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 1998, AND THE SURVEY OF THE UDALL PARK NORTH SUBDIVISION, DEER CREEK COUNTY, MISSOURI, PLAT OF SUBDIVISION, 2000.

LEGEND:  
 BOUNDARIES OF THIS SURVEY  
 BOUNDARIES OF ADJACENT SURVEYS  
 EAK GROVE HILLSIDE SUBDIVISION  
 UDALL PARK NORTH SUBDIVISION



WILLOW LANE  
 SHADWOOD LANE

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 LOT 2

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ARCHITECTURAL, CIVIL, MECHANICAL, ELECTRICAL, PLUMBING, TELECOMMUNICATIONS, STRUCTURAL, ACCESSIBILITY CONSULTING, SURVEYING, LAND SURVEYING, ENVIRONMENTAL CONSULTING, PROGRAM MANAGEMENT

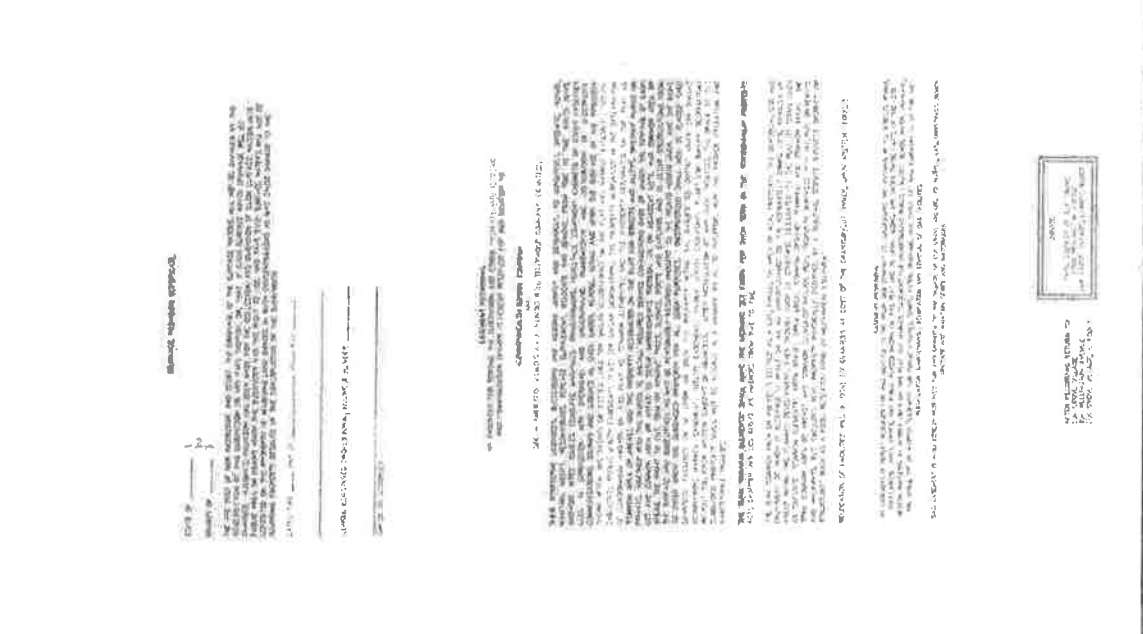
# UDALL PARK NORTH PLAT OF SUBDIVISION

THIS PLAT OF SUBDIVISION WAS PREPARED BY THE SURVEYOR AND THE ENGINEER IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING AND ENGINEERING ACTS OF THE STATE OF TEXAS.

**OWNER:** \_\_\_\_\_  
**PREPARED BY:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**SCALE:** \_\_\_\_\_  
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