



(The date for a Public Hearing has not been established.)

- d. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for a Special Use Permit to relocate a cellular communication tower to property located at 813 Willow Lane.

(The Village of Elk Grove is petitioning for a special use permit for the purpose of relocating an existing cell tower to a property located at 813 Willow Lane, formerly part of Udall Park. (The date for a Public Hearing has not been established.)

- e. Consideration to concur with prior Village Board authorization to grant a variation from Municipal Code, Section 8-12B-1-1D, Easements, to permit construction of a shed, which will encroach three feet (3') into the ten-foot (10') rear yard public utility and drainage easement at 1072 Cheltenham Road.

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

(The Community Development Department has field checked this location for Village-owned utilities in the easement. There are no Village-owned utilities within this easement. (The Director of Community Development recommends approval.)

- f. Consideration to increase a construction contract with John Neri Construction Co. Inc. of Addison, IL for the Landmeier Road and N. Elmhurst Sanitary Sewer Repair Contract in the amount of \$24,950, for a total contract amount of \$98,385.

(The Village awarded a construction contract to John Neri Construction Co. Inc. on May 12, 2020, for the Landmeier Road and N. Elmhurst Sanitary Sewer Repair Contract.

(Before going out to bid, the Village submitted plans to the Illinois Department of Transportation (IDOT) seeking approval. After addressing several comments, the IDOT engineer in charge of review issued a letter indicating the total bond amount for the project and gave the Village a verbal commitment to proceed to bid. Additionally, no major changes to traffic control were anticipated at that time.

(After the bid had been awarded and as John Neri Construction Co. Inc. completed the necessary items for the Traffic Request Authorization, the Village received additional comments from IDOT regarding the project.

(The project increased \$24,950, to address the additional traffic control measures, over the original contract amount of \$73,435.

(The Director of Public Works has recommended approval.)

- g. Consideration to authorize the second year of a two-year professional services contract with Altura Communication Solutions of Downers Grove, IL for support of the Village's Avaya phone system and ancillary programs at an annual cost not to exceed \$27,434.

(With the help of Altura Communication Solutions, the Village of Elk Grove implemented our Avaya telephone system and ancillary programs in 2006.

(Vendor partner technical support of the system is critical as our internal staff has neither the knowledge nor expertise to support the system's more advanced functions.

(Information Technology staff and the Village's phone consultant determined that Altura

Communication Solutions provided the most responsible and responsive proposal for this service.

(The Director of Information Technology recommends approval.)

- h. Consideration to award a professional service contract to Engineering Enterprises, Inc. of Sugar Grove, IL, for construction engineering services for the 2020 Sanitary Manhole Rehabilitation project for the amount of \$36,326 from the Water & Sewer Fund.

(A proposal was solicited from Engineering Enterprises, Inc. (EEI) of Sugar Grove, IL for construction engineering services for the 2020 Sanitary Manhole Rehabilitation project (228 Sanitary manholes were inspected and are in need of repair to comply with the Metropolitan Water Reclamation District's Inflow and Infiltration Program.

(EEI will provide services to review post construction manholes videos, review shop drawings and inspection reports, prepare pay estimates, and oversee all construction observations.

(The Director of Public Works recommends approval.)

- i. Consideration to award a professional service contract to Civiltech Engineering, Inc. of Itasca, IL for Phase II Engineering Services for water main replacement as part of the Brickvale Drive Culvert Improvement over Willow Creek project in the amount of \$40,225.53 from the Water and Sewer Fund.

(The Village is currently in the design phase for the replacement of the Brickvale Drive Culvert over Willow Creek.

(A review conducted by Village Staff determined that full replacement of the water main on Brickvale Drive is in the best interest of the Village.

(A proposal was obtained from Civiltech Engineering, Inc. to provide design engineering services for the water main replacement.

(The scope of the service will include utility and governmental agencies coordination, environmental survey, preparation of final plans and contract bid documents, and permitting.

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

(The Director of Public Works has recommended approval.)

- j. Consideration to award a professional service contract to Clean Harbors Environmental Services, Inc. of Dolton, IL for staffing, transportation and safe disposal services for latex and oil-based paint at the Village's 2020 Paint and Motor Oil collection event in an amount not to exceed of \$38,200 from the General Fund.

(The vendor who provided staffing, transportation and safe disposal services for latex and oil-based paint in previous years for the Village's 2020 Paint and Motor Oil collection event has indicated they could no longer provide disposal services for oil-based paint due to increased costs.

(Staff identified two vendors that provide similar disposal services in the area and solicited quotes based on the operational needs and collection totals from the Village's 2019 paint collection event.

(Clean Harbors Environmental Services, Inc provided the lowest cost quote, while meeting the operational needs of the event.

(The date for this event is planned for September 12, 2020.)

(The Assistant Village Manager recommends approval.)

- k. Consideration of the following items related to the closing of the Fiscal Year 2020 Budget and amendments to the adopted Fiscal Year 2021 Budget.

- Amend the Fiscal Year 2021 Budget for the carryover of bond proceeds and outstanding encumbrances from the Fiscal Year 2020 Budget for a total amount of \$162,509,375;
- Increase the Fiscal Year 2020 Busse-Elmhurst TIF Fund budget in the amount of \$120,000 to cover costs associated with the expense of TIF eligible capital projects;
- Increase the Fiscal Year 2020 GREEN Fund budget in the amount of \$2,000 to cover landscaping supplies.

(This is the twenty-first year that the Village has rolled unfilled purchase orders for goods and services into the new fiscal year budget. The amount of outstanding purchase orders and general carryover requests from the Fiscal Year 2020 Budget totals \$17,216,766.

(The majority of items being carried forward are ongoing or planned fixed and operating capital projects in the Water/Sewer Fund and Capital Projects Fund.

(Increasing the budget at this time ensures that the Village's financial operations remain compliant with Illinois budgetary statutes and generally accepted accounting principles.

(The Director of Finance recommends approval.)

- l. Consideration to renew a professional services contract with HR Green, Inc. of McHenry, IL for fire plan review services in the amount of \$150,000 from the General Fund.

(This is the third year that the Fire Department will be using HR Green, Inc. for fire plan review services.

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

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

(HR Green staff maintains regular communication with the Inspectional Services Division staff and are receptive to the needs of the Fire Department.

(Adequate funds are available in the FY21 Fire Department General Fund budget.

(The Fire Chief recommends approval.)

- m. Consideration to award a purchase contract through the Suburban Purchasing Cooperative

(SPC) Joint Purchasing Contract to Standard Equipment Company of Chicago, IL for the purchase of an Elgin Pelican street sweeper in the amount of \$230,475 from the Capital Replacement Fund.

(In the FY21 budget, funds have been allocated to replace unit 724, a 2012 Elgin Pelican with over 22,000 miles and in excess of 5,000 operating hours.

(Timely replacement of this equipment allows for more productivity during street sweeping operations due to reduced downtime experienced as equipment ages and is subject to more repair and maintenance of major components.

(The Elgin Pelican street sweeper is available through the Suburban Purchasing Cooperative (SPC) Joint Purchasing Contract from Standard Equipment Company of Elmhurst, IL. in the amount of \$230,475.

(Sufficient funds are available in the Capital Replacement Fund.

(The Director of Public Works recommends approval)

- n. Consideration to adopt Ordinance No. 3665 granting a variation of Section 3-7:D(2) of the Zoning Ordinance as it pertains to size requirements for detached accessory structures to permit the construction of a twenty six feet (26') wide by twenty four feet (24') deep detached garage with a maximum height of fifteen feet (15') on property located at 500 E. Elk Grove Boulevard, Elk Grove Village.

(This item was discussed at the June 16, 2020 Village Board Meeting and currently appears under Unfinished Business.)

- o. Consideration to adopt Ordinance No. 3666 granting a variation of Section 3-7:D(3) of the Zoning Ordinance to permit the construction of a six foot (6') high vinyl fence which will extend approximately six (6') feet beyond the nearest front corner of the principal structure on the adjacent single-family residential lot for property located at 298 W. Brantwood Avenue, Elk Grove Village.

(This item was discussed at the June 16, 2020 Village Board Meeting and currently appears under Unfinished Business.)

- p. Consideration to adopt Ordinance No. 3667 granting a variation of Section 3-7:D(3) of the Zoning Ordinance to permit the construction of a four feet (4') high open type fence which will extend approximately nineteen feet (19') beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the west and extend approximately twenty-three feet (23') beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the south for property located at 632 Dupont Court, Elk Grove Village.

(This item was discussed at the June 16, 2020 Village Board Meeting and currently appears under Unfinished Business.)

- q. Consideration to adopt Ordinance No. 3668 designating and creating the Elk Grove Village 2018 Disconnection Property Tax Refund Account and Procedures for the disposition of funds deposited therein.

(The Village adopted Ordinance 3566 approving an annexation to the Village on August 14,

2018.

(Ordinance 3585 repealed Ordinance 3566 after discovering that certain properties were not "wholly bounded" as required by the Illinois Municipal Code.

(Certain properties identified in Exhibit A were subject to property taxation during the 2018 Tax Year.

(This Ordinance will create a 2018 Disconnection Property Tax Refund Account for payment of tax refunds to the Disconnected Parcels for 2018 property taxes collected by the Village.)

- r. Consideration to adopt Ordinance No. 3669 amending Section X-C-ii and adding Subsection "o" to the Design Guidelines of the Elk Grove Technology Park, which permits supplementary identification signage for identifying entry/egress doors, docks and tenant spaces located on the rear or side of the buildings.

(Both Broetje Automation and SCREEN Americas have sought additional signage to assist delivery trucks in helping them to locate the appropriate rear loading docks as part of their multi-tenant building.

(This amendment to the Design Guidelines will permit the installation of identification signage at the rear of the building.

(The supplementary sign plan shall indicate the number, location, size and type of signs to be installed along with sign renderings and installation details.

(The supplementary signage is in addition to signage permitted under Section X-C-i and ii of the Design Guidelines.

(The Deputy Village Manager recommends approval.)

- s. Consideration to adopt Resolution No. 46-20 authorizing the adoption of the update of the Cook County Multi-Jurisdictional Hazard Mitigation Plan (CCMJHMP).

(The FEMA Disaster Mitigation Act of 2000 requires that the Cook County Multi-Jurisdictional Hazard Mitigation Plan (CCMJHMP) be updated every 5 years.

(The Cook County Multi-Jurisdictional Hazard Mitigation Plan (CCMJHMP) was approved by the Illinois Emergency Management Agency (IEMA) and the Federal Emergency Management Agency (FEMA) on September 26, 2019.

(Every participating jurisdiction must, within one year, adopt the Cook County Plan to be officially recognized by IEMA/FEMA as being part of CCMJHMP, which establishes eligibility for grant funding.

(Approval of this updated plan confirms Village eligibility for grant opportunities that help protect the community from natural disasters, or to assist the Village after a natural disaster occurs in the event that a Presidential Declaration has not been made.

(The Fire Chief recommends approval.)

- t. Consideration to adopt Resolution No. 47-20 authorizing the execution of a First Amendment to the contract for a curbside residential collection program for soft recyclables with Simple Recycling LLC of Solon, OH.

(The Village Board approved the contract for establishing a curbside residential collection program for soft recyclables with Simple Recycling LLC in March 2020.

(The soft recycling program offers residents of single-family homes in the Village the ability to recycle clothing, accessories and other small household goods which can not be disposed

of through the existing curbside recycling program.

(As a result of the COVID-19 pandemic, Simple Recycling suspended service in the spring and summer, which caused a delay to the program launch date.

(Simple Recycling has now resumed operations, however they have had to modify their operations for safety during the pandemic, resulting in increased costs. As a result, Simple Recycling has indicated that they will be unable to afford franchise fee provided for in the original agreement.

(This amendment will amend the program launch date requirement to allow for the program to begin in the fall, and will also remove the franchise fee requirement.

(Additionally, the amendment reduces the term of the contract from five years to two years, with ten (10) optional two-year renewals to allow the Village additional opportunities to review the contract terms and consider alternative providers, if desired.

(This program will be provided at no cost to the Village or its residents.

(The Assistant Village Manager recommends approval.)

- u. Consideration to adopt Resolution No. 48-20 authorizing the Mayor and Village Clerk to execute a Memorandum of Agreement between the Elk Grove Village Police Department and Gateway Foundation, Inc.

(As part of the Elk Grove Village Cares program, the Elk Grove Village Police Department is serving as a conduit between addicted individuals and treatment providers to begin addiction recovery.

(The Village began a partnership with the Gateway Foundation as a treatment provider for the program in June of 2018.

(This Memorandum of Agreement will renew the current agreement through June 30, 2021.

(The Chief of Police recommends approval.)

- v. Consideration to adopt Resolution No. 49-20 authorizing the Mayor and Village Clerk to execute a Memorandum of Agreement between the Village of Elk Grove Village Police Department and Leyden Family Services (SHARE), Inc.

(As part of the Elk Grove Village Cares program, the Elk Grove Village Police Department is serving as a conduit between addicted individuals and treatment providers to begin addiction recovery.

(The Village began a partnership with the Leyden Family Services as a treatment provider for the program in June of 2018.

(This Memorandum of Agreement will renew the current agreement through June 30, 2021.

(The Chief of Police recommends approval.)

- w. Consideration to adopt Resolution No. 50-20 authorizing Release/Retention of Executive Session minutes of the Village of Elk Grove Village from July 2018 through December 2018.

(As required by the Illinois Open Meetings Act, the Village has kept written minutes of all Executive Sessions.

(This Resolution allows the release of minutes from July 2018 through December 2018.

(The Village Clerk recommends approval.)

- x. Consideration to adopt Resolution No. 51-20 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 1401-1403 Howard Street.

(The Law Offices of Rock, Fusco & Connelly, LLC, on behalf of 1401 Howard LLC. (Applicant) is seeking a Cook County Class 6B property tax exemption for 1401-1403 Howard Street.

(The Applicant intends to purchase the building for its related entity North Village Group, for its operations consisting of general contracting that assists commercial, residential, and multifamily/HOA property owners with construction properties. The subject property consists of an estimated 10,000 square foot building that has been vacant since November, 2019.

(The Applicant plans to spend approximately \$352,450 to rehabilitate and improve the subject property. These improvements are as follows: Update landscaping, update/improve façade, remove mansard roof, conduct tuck-pointing, install a new concrete dock drive and apron per Elk Grove Village Standards, repaint exterior drive in doors, repair retaining walls as necessary, repair, sealcoat and stripe the drive and parking lot, improve onsite drainage, as well as to complete other general maintenance and interior buildout.

(North Village Group is currently located at 751 Lively Blvd. in Elk Grove Village, and is outgrowing their site. North Village Group plans to move part of its operations to the subject property. Currently, North Village Group has 22-25 full-time employees and plans to add at least 22-25 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 Director of Business Development and Marketing recommends issuing a Letter of Receipt.)

- y. Consideration to adopt Resolution No. 52-20 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 1100 Pratt Blvd.

(The Law Offices of Liston & Tsantilis, on behalf of Los Amigos LLC (Applicant) is seeking a Cook County Class 6B property tax exemption for 1100 Pratt Blvd.

(The Applicant intends to purchase the building for its related entities LLS Team USA Inc.



and Global Alternative Services for its operations consisting of international logistics, warehousing, trucking, and custom home brokerage company.

(The subject property consists of an estimated 39,500 square foot building that has been vacant since July, 2019.

(The Applicant plans to spend approximately \$100,000 to rehabilitate and improve the subject property. These improvements are as follows: Update landscaping, update/improve façade, replace dock drive doors, install new signage, install a new concrete dock drive and apron per Elk Grove Village Standards, repair retaining walls as necessary, repair, sealcoat and re-stripe the drive and parking lot, as well as to complete other general maintenance.

(LLS Team USA Inc. is currently located at 800 Dillon Drive in Wood Dale, and is outgrowing their site. Global Alternative Services is currently located at 570 Telser Road in Lake Zurich, and is outgrowing their site. The Applicants plan to move its entire operations to the subject property. Currently, the Applicants have 21 part-time employees and 3 full-time employees, and plans to add at least 4-5 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 Director of Business Development & Marketing recommends approval.)

- z. Consideration adopt Resolution No. 53-20 authorizing the Mayor and Village Clerk to execute a license supplement to the Master Pole Attachment Agreement approved by Resolution No. 13-19 between the Village of Elk Grove Village and Chicago SMSA Limited Partnership d/b/a Verizon Wireless of Basking Ridge, New Jersey (Devon, west of Busse).

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

(This license supplement provides for the collocation of a small wireless facility on an existing Village-owned street light on the north side of Devon Ave, approximately 300 feet west of Busse Road.

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

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

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

- aa. Consideration to adopt Resolution No. 54-20 authorizing the Village of Elk Grove Village to amend and restate the deferred compensation plan in the form of the ICMA Retirement

Corporation 457 Governmental Deferred Compensation Plan & Trust through ICMA Retirement Corporation.

(This program will allow employees to contribute to a Roth 457 account through a payroll deduction for retirement purposes.)

- bb. Consideration to adopt Resolution No. 55-20 authorizing the Mayor and Village Clerk to execute a Master Agreement for Professional Services between the Village of Elk Grove Village and 4FRONT.

(At a Special Board Meeting on Monday, June 22, the Village Board authorized staff to negotiate an agreement with 4FRONT to pursue another innovative marketing initiative. (The attached Master Agreement authorizes a Professional Services Contract with 4FRONT to assist with marketing for the sponsorship of a U.S. National Sports team in the 2021 Olympics.)

- cc. Consideration to adopt Resolution No. 56-20 accepting a Deed of Conveyance/Bill of Sale and Maintenance Bond No. PB 01741900032, in the amount of \$262,012.70, expiring June 16, 2022, guaranteeing the maintenance of the public improvements for the Elk Grove Technology Park Subdivision.

(The public improvements at the Elk Grove Technology Park Subdivision were completed in June of 2020.

(The maintenance bond guarantees the following public improvements: watermain, storm sewer, sanitary sewer, and roadway pavement for a period of two (2) years.

(The Director of Community Development recommends approval.)

- dd. Consideration to adopt Resolution No. 57-20 authorizing the Mayor and Village Clerk to execute a Development and Cost Reimbursement Agreement between the Village of Elk Grove Village and TGA O'Hare Logistics Center IV LLC.

(TGA O'Hare Logistics Center IV, also known as Seefried Development Management, is redeveloping properties totaling 8.82 acres formerly identified as 202 E. Devon Avenue through 228 E. Devon Avenue.

(This \$20 million redevelopment requires the widening of a portion of Devon Avenue.

(As part of the redevelopment, Cook County Department of Transportation & Highways has requested that Seefried expand their scope of work.

(In order to accommodate the requested scope of work and still be able to complete the redevelopment project, Seefried is seeking a cost share with Elk Grove Village.

(This agreement provides that the Village will reimburse the developer in the amount of \$567,833.50, which represents the increased costs due to the expanded scope of work requested by the Cook County Department of Transportation & Highways.

(The Deputy Village Manager recommends approval.)

## **7. REGULAR AGENDA**

- a. Consideration to adopt the following Resolution and Ordinance pertaining to the annexation of C & R Oakton Higgins, Inc., 1907 Oakton Street.

- Resolution No. 58-20 authorizing the Mayor and Village Clerk to execute a Pre-Annexation Agreement between the Village of Elk Grove Village and the designated owners of property to be annexed into the Village (C & R Oakton Higgins, Inc.); and
- Ordinance No. 3670 annexing and rezoning certain territory to the Village of Elk Grove Village (C & R Oakton Higgins, Inc.)

(A public hearing on the pre-annexation agreement was held before the Village Board on July 7, 2020 at 6:45 p.m.

(A public hearing on the annexation and rezoning from I-1 to B-3 was held before the Plan Commission on June 29, 2020 at 7:00 p.m., and the Plan Commission unanimously recommended approval of these petitions.)

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

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

**9. ZONING BOARD OF APPEALS - Village Manager Rummel**

- a. ZBA Docket 20-4 - 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 1205 Helen Lane (PH 07-09-2020).

**10. YOUTH COMMITTEE - Trustee Franke**

**11. BUSINESS LEADERS FORUMS - Trustee Lissner**

**12. CABLE TELEVISION COMMITTEE - Trustee Lissner**

**13. HEALTH & COMMUNITY SERVICES - Trustee Czarnik**

**14. INFORMATION COMMITTEE - Trustee Lissner**

**15. RECYCLING & WASTE COMMITTEE - Trustee Feichter**

**16. PARADE COMMITTEE - Trustee Czarnik**

**17. PERSONNEL COMMITTEE - Trustee Franke**

**18. JUDICIARY, PLANNING AND ZONING COMMITTEE - Trustee Prochno**

- a. Telecommunication Facilities

**19. CAPITAL IMPROVEMENTS COMMITTEE - Trustee Czarnik**

**20. AIRPORT UPDATE**

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

**22. SPECIAL EVENTS COMMITTEE - Mayor Johnson**

**23. LIQUOR COMMISSION - Mayor Johnson**

**24. REPORT FROM VILLAGE MANAGER**

**25. REPORT FROM VILLAGE CLERK**

**26. UNFINISHED BUSINESS**

- a. Village Attorney - Direct the Village Attorney to prepare the necessary documents to permit a detached garage structure for property located at 500 E. Elk Grove Boulevard.
- b. Village Attorney - Direct the Village Attorney to prepare the necessary documents granting a fence variation for property located at 298 W. Brantwood Avenue.
- c. Village Attorney - Direct the Village Attorney to prepare the necessary documents granting a fence variation for property located at 632 Dupont Court.

**27. NEW BUSINESS**

**28. PUBLIC COMMENT**

**29. ADJOURNMENT**

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

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

**AN ORDINANCE GRANTING A VARIATION OF SECTION 3-7:D(2) OF THE ZONING ORDINANCE AS IT PERTAINS TO SIZE REQUIREMENTS FOR DETACHED ACCESSORY STRUCTURES TO PERMIT THE CONSTRUCTION OF A TWENTY SIX FEET (26') WIDE BY TWENTY-FOUR FEET (24') DEEP DETACHED GARAGE WITH A MAXIMUM HEIGHT OF FIFTEEN FEET (15') ON PROPERTY LOCATED AT 500 E. ELK GROVE BOULEVARD**

**WHEREAS**, the Zoning Board of Appeals, at a Public Hearing duly called and held according to law, considered the question of granting a variation of Section 3-7:D(2) of the Zoning Ordinance to permit the construction of a detached garage which would exceed the height requirement in the Zoning Ordinance on property located at 500 Elk Grove Boulevard, Elk Grove Village; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Elk Grove Village, after having reviewed the recommendation and finding of said Zoning Board of Appeals, and after requesting a modification of the finding and recommendation of a split vote of the Zoning Board, find and believe that sufficient hardship exists so as to justify the granting of the modified variation as agreed upon by the Petitioner.

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

**Section 1:** That there be granted a variation of Section 3-7:D(2) of the Zoning Ordinance as it pertains to the square foot area requirements of 600 square feet and the maximum size requirement of twenty-five feet (25') for detached accessory structures to permit the construction of a twenty-six feet (26') by twenty-four feet (24') detached garage totaling five hundred and seventy-six (576) square feet on property located at 500 Elk Grove Boulevard.

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

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED:**

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

**ATTEST:**

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

ORD500EGB1vd

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

**AN ORDINANCE GRANTING A VARIATION OF SECTION 3-7:D(3) OF THE ZONING ORDINANCE TO PERMIT THE CONSTRUCTION OF A SIX (6') FOOT HIGH VINYL FENCE WHICH WILL EXTEND APPROXIMATELY SIX (6') FEET BEYOND THE NEAREST FRONT CORNER OF THE PRINCIPAL STRUCTURE ON THE ADJACENT SINGLE-FAMILY RESIDENTIAL LOT FOR PROPERTY LOCATED AT 298 W. BRANTWOOD AVENUE, ELK GROVE VILLAGE**

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**WHEREAS**, the Zoning Board of Appeals of the Village of Elk Grove Village, at a public hearing duly called and held according to law, considered the question of granting a variation of Section 3-7:D(3) of the Zoning Ordinance to permit the construction of six (6') foot high vinyl fence which will extend approximately six (6') feet beyond the nearest front corner of the principal structure on the adjacent single-family residential lot for property located at 298 W. Brantwood Avenue, Elk Grove Village; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Elk Grove Village, after having considered the recommendation and finding of said Zoning Board of Appeals, find and believe that sufficient hardship exists so as to justify the granting of said variation.

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

**Section 1:** That there be granted a variation of Section 3-7:D(3) of the Zoning Ordinance to permit a six (6') foot high vinyl fence which will extend approximately six (6') feet beyond the nearest front corner of the principal structure on the adjacent single-family residential lot for property located at 298 W. Brantwood Avenue, Elk Grove Village; and

**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**

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

**AN ORDINANCE GRANTING A VARIATION OF SECTION 3-7:D(3) OF THE ZONING ORDINANCE TO PERMIT THE CONSTRUCTION OF A FOUR FEET (4') HIGH OPEN TYPE FENCE WHICH WILL EXTEND APPROXIMATELY NINETEEN FEET (19') BEYOND THE NEAREST FRONT CORNER OF THE PRINCIPAL STRUCTURE ON THE ADJACENT SINGLE-FAMILY RESIDENTIAL LOT TO THE WEST AND EXTEND APPROXIMATELY TWENTY-THREE FEET (23') FEET BEYOND THE NEAREST FRONT CORNER OF THE PRINCIPAL STRUCTURE ON THE ADJACENT SINGLE-FAMILY RESIDENTIAL LOT TO THE SOUTH FOR PROPERTY LOCATED AT 632 DUPONT COURT, ELK GROVE VILLAGE**

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**WHEREAS**, the Zoning Board of Appeals of the Village of Elk Grove Village, at a public hearing duly called and held according to law, considered the question of granting a variation of Section 3-7:D(3) of the Zoning Ordinance to permit the construction of a four feet (4') high, open type fence which will extend approximately nineteen feet (19') beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the west (630 DuPont Court) and extend approximately twenty-three feet (23') beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the south (640 Delaware Lane) for property located at 632 DuPont Court, Elk Grove Village; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Elk Grove Village, after having considered the recommendation and finding of said Zoning Board of Appeals, find and believe that sufficient hardship exists so as to justify the granting of said variation.

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

**Section 1:** That there be granted a variation of Section 3-7:D(3) of the Zoning Ordinance to permit a four feet (4') high, open type fence which will extend approximately nineteen feet (19') beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the west (630 DuPont Court) and extend approximately twenty-three feet (23') beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the south (640 Delaware Lane) for property located at 632 DuPont Court, Elk Grove Village; and



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

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED:**

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

**ATTEST:**

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

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

**AN ORDINANCE DESIGNATING AND CREATING THE ELK GROVE VILLAGE  
2018 DISCONNECTION PROPERTY TAX REFUND ACCOUNT AND PROCEDURES  
FOR THE DISPOSITION OF FUNDS DEPOSITED THEREIN**

**WHEREAS**, on August 14, 2018, the Village adopted Ordinance No. 3566, entitled *An Ordinance Annexing Certain Property to the Village of Elk Grove Village and Rezoning Same in Accordance with the Village's Comprehensive Plan and Zoning Map*, which Ordinance was passed and approved in an effort to annex the property legally described therein to the Village of Elk Grove Village; and

**WHEREAS**, subsequent to the passage of Ordinance No. 3566, the Village discovered that at the time of the passage of said Ordinance, the property subject to the annexation was not "wholly bounded" as required by the Illinois Municipal Code, 65 ILCS 5/7-1-1 *et seq.*; and

**WHEREAS**, the corporate authorities of the Village repealed Ordinance No. 3566 by passage of Ordinance No. 3585 entitled "An Ordinance Repealing Ordinance No. 3566 Entitled "An Ordinance Annexing Certain Property to the Village of Elk Grove Village and Rezoning Same in Accordance with the Village's Comprehensive Plan and Zoning Map" effectively disconnecting the parcels annexed by Ordinance No. 3566; and

**WHEREAS**, in the time that elapsed between the passage of Ordinance No. 3566 and Ordinance No. 3585, certain properties identified on Exhibit A attached hereto and made a part hereof by reference (hereinafter the "Disconnected Parcels") were subject to property taxation by the Village in the amounts identified on Exhibit A attached hereto; and

**WHEREAS**, during the 2018 Tax Year, the Village collected a total amount of One Hundred Thousand Two Hundred Forty Seven Dollars and Ninety-One Cents (\$100,247.91) as property taxes from the Disconnected Parcels; and

**WHEREAS**, the Village, as a home rule municipality, possesses broad authority to "exercise any power and perform any function pertaining to its government and affairs" in accordance with Article VII, § 6 of the Illinois Constitution of 1970; and

**WHEREAS**, the Mayor and Board of Trustees find it necessary and in the public interest to create a special fund entitled the "2018 Disconnection Property Tax Refund Account" and to designate procedures for the payment of tax refunds to the Disconnected Parcels for 2018 property taxes collected by 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:** The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2:** A special fund is hereby designated and created—titled "the 2018 Disconnection Property Tax Refund Account " (hereinafter "Account")—into which the One Hundred Thousand Two Hundred Forty Seven Dollars and Ninety-One Cents (\$100,247.91) collected as property taxes from the Disconnected Parcels shall be deposited, the receipt and expenditure of which is hereby authorized.

**Section 3:** The Account funds, once deposited, shall only be allocated or expended in strict compliance with subsequent Village approval as provided herein.

**Section 4:** The Account shall be released directly to the parties who paid the 2018 property taxes on the Disconnected Parcels, or until otherwise transferred by Village ordinance.

**Section 5:** The Finance Department of Elk Grove Village shall monitor all payment requests to ensure compliance with Village's approved uses of said funds. Release of funds shall only occur when compliance is met as determined, in writing, by the Finance Department. The fund shall be administered by the Finance Director of Elk Grove Village, and shall be kept in an interest bearing escrow account with interest accruing to the benefit of and to become part of the Account. Said escrow account shall be managed by attorney William J. Payne, who is hereby appointed Escrowee of the Account.

**Section 6:** The Finance Director shall keep detailed accurate records in the administration of the fund and shall make reports to the Village Manager and the Village Board of Trustees, giving a complete accounting of the revenues and expenditures of the Account quarterly to the Village Committee of the Whole.

**Section 7:** Upon presentation of proof of payment of the 2018 property taxes for any of the Disconnected Parcels, said proof of payment to include either a receipt and cancelled check or alternative documentation reasonably acceptable to the Finance Director, and upon execution of a Settlement and Release Agreement in the form attached hereto and made a part hereof as Exhibit B, the Finance Director shall direct the Escrowee to release funds from the Account to the party that paid the 2018 property taxes for said Disconnected Parcel in the amount actually received by the Village as distributions from the 2018 property tax levy.

**Section 8 (option 1):** Any funds remaining in the Account on December 31, 2021 shall be returned to the General Corporate Fund of Elk Grove Village.

**Section 9:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form 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**

**PUBLISHED this** \_\_\_\_\_ **day of July, 2020 in pamphlet form.**

EXHIBIT A

<b>PIN</b>	<b>Address</b>	<b>2018 Property Taxes Paid to Elk Grove Village</b>
08-26-101-010	1907 East Oakton Street	\$3,618.76
08-26-101-011	1910 East Higgins Road	\$441.46
08-26-101-007	1912 East Higgins Road	\$5,841.28
08-26-101-015	1912 East Higgins Road	\$2,358.87
08-26-101-014	1920 East Higgins Road	\$12,169.85
08-26-101-017	1932 East Higgins Road	\$216.88
08-26-101-016	1932 East Higgins Road	\$5,054.14
08-26-102-036	2010 East Higgins Road	\$1,191.69
08-26-102-002	2010 East Higgins Road	\$2,842.29
08-26-102-040	2010 East Higgins Road	\$3,298.74
08-26-102-041	2050 East Higgins Road	\$3,739.09
08-26-102-008	2200 East Higgins Road	\$3,223.23
08-26-103-015	2151 East Higgins Road	\$3,034.21
08-26-103-014	2101 Higgins Road	\$3,473.44
08-26-103-016	2171 Higgins Road	\$4,662.80
08-26-103-017	2201 Higgins Road	\$379.20
08-26-103-018	660 Roppolo Drive	\$5,487.35
08-26-402-014	2401 East Higgins Road	\$4,700.41
08-26-402-021	2415 East Higgins Road	\$5,183.29
08-26-402-022	2415 East Higgins Road	\$3,433.73
08-26-402-009	2513 East Higgins Road	\$615.00
08-26-402-010	2513 East Higgins Road	\$2,749.17
08-26-402-006	2513 East Higgins Road	\$9,963.26
08-26-402-011	2545 East Higgins Road	\$294.39
08-26-402-012	2545 Landmeier Road	\$378.95
08-26-400-006	2300 East Higgins Road	\$7,050.49
08-34-300-044	2045 Tonne Road	\$4,794.18
08-22-303-005	1100 E. Oakton Street	\$51.76
<b>TOTAL</b>		<b>\$100,247.91</b>

**EXHIBIT B**

**GENERAL RELEASE, RECEIPT AND SETTLEMENT AGREEMENT**

\_\_\_\_\_ (hereinafter the "Taxpayer"), the party which paid the 2018 property taxes for the property commonly known as \_\_\_\_\_, and identified by Property Identification Number \_\_\_\_\_ (hereinafter the "Property"), for and in consideration of the total sum of \_\_\_\_\_, paid on behalf of ELK GROVE VILLAGE (hereinafter the "Village"), which consideration is paid to Taxpayer hereby remises, releases and forever discharges the Village, the County of Cook, the Cook County Clerk, the Cook County Treasurer, and their present and former agents, servants and employees, professional service corporations, employers and principals, insurers and reinsurers, and heirs and assigns, and each and everyone of them (hereinafter collectively referred to as "Releasees"), of and from all claims, demands and causes of action for any and all property taxes levied, collected, distributed, or extended thereby for the tax year 2018, which Taxpayer now has or claims to have or which may hereafter accrue against the said Releasees, or anyone or more of them, arising or growing out of the purported annexation of the Property, including, without limiting the generality of the foregoing, all claims and demands arising or growing out of the collection or payment of 2018 property taxes for the Property whereby Taxpayer allegedly paid property taxes in excess of those authorized by the laws of the State of Illinois.

No promise has been made to pay any further or other sums or any further or other consideration for this Release, and the receipt and sufficiency of the above-recited consideration is hereby acknowledged. As part of the consideration for payment of the amount hereinabove mentioned, Taxpayer hereby releases all claims against the Releasees, including all those for known and unknown and anticipated and unanticipated injuries and for known and unknown and anticipated and unanticipated damages.

Taxpayer has relied upon the advice and representation of counsel of their own selection, has read and understands fully the above and foregoing Release and the other terms of this Agreement, has been fully advised as to the legal effect thereof, and executes this Agreement as their free and voluntary act.

This Agreement shall be binding upon \_\_\_\_\_, their heirs and assigns and any person or entity claiming by or through them.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXXXXX

Witness:

\_\_\_\_\_

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

**AN ORDINANCE AMENDING SECTION X-C-ii AND ADDING SUBSECTION “o” TO THE DESIGN GUIDELINES OF THE ELK GROVE TECHNOLOGY PARK BY PERMITTING SUPPLEMENTARY IDENTIFICATION SIGNAGE FOR IDENTIFYING ENTRY/EGRESS DOORS, DOCKS AND TENANT SPACES LOCATED ON THE REAR OR SIDE OF THE BUILDINGS**

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**WHEREAS**, the Planning Ordinances referenced in Section 3.02 of the Technology Park Redevelopment Agreement establish design guidelines for the park; and

**WHEREAS**, the current guidelines permit only one (1) wall mount sign for each business; and

**WHEREAS**, due to the size of the buildings in the Technology Park, the tenants have requested an amendment to permit additional signage to assist delivery trucks in locating the appropriate rear loading docks and staff has recommended that the requested amendment be approved; and

**WHEREAS**, the Mayor and Board of Trustees, after having considered the recommendation of staff, find and believe it is in the best interest of the Village to amend the design guidelines as requested.

**NOW, THEREFORE, BE IT ORDAINED** 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 Section X-C-ii of the design guidelines for the Elk Grove Technology Park be amended to read as follows:

- o. Supplementary identification signage for identifying entry/egress doors, docks and tenant spaces located on the rear or side of the building subject to Village review and approval. The supplementary sign plan shall indicate the number, location, size and type of signs to be installed along with sign renderings and installation details. The supplementary signage is in addition to signage permitted under Section X-C i and ii of the Design Guidelines.

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

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED:**

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

**ATTEST:**

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

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

**A RESOLUTION OF THE VILLAGE OF ELK GROVE VILLAGE AUTHORIZING  
THE ADOPTION OF THE UPDATE OF THE COOK COUNTY MULTI-  
JURISDICTIONAL HAZARD MITIGATION PLAN (CCMJHMP)**

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**WHEREAS**, the Village of Elk Grove Village recognizes the threat that natural hazards pose to people and property within our community; and

**WHEREAS**, the Village of Elk Grove Village recognizes the importance of reducing or eliminating vulnerability to disasters caused by natural hazards for the overall good and welfare of the community, and

**WHEREAS**, on October 10, 2000, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Act”) which provides the legal framework for the Federal Emergency Management Agency (FEMA) mitigation, planning requirements for state, local, and tribal governments as a condition of mitigation grant assistance emphasizing the need for pre-disaster mitigation of potential hazards; and

**WHEREAS**, as a condition of future funding for mitigation projects, the Act requires jurisdictions to prepare and adopt a hazard mitigation plan to identify and address certain vulnerabilities that exist prior to and during a disaster; and

**WHEREAS**, FEMA supports post-disaster grant funding through the Hazard Mitigation Plan Grant program, which has as a condition of funding eligibility, a requirement for jurisdictions to prepare and adopt a hazard mitigation plan; and

**WHEREAS**, to maintain continued eligibility for FEMA mitigation grant assistance programs the Act requires a hazard mitigation plan be updated every five years; and

**WHEREAS**, in accordance with the Act’s requirements, 121 Cook County jurisdictions engaged in the FEMA-prescribed mitigation planning process to prepare the 2019 Plan and its associated local hazard mitigation plan annexes; and

**WHEREAS**, the 2019 Plan has been approved by the Illinois Emergency Management Agency and Federal Emergency Management Agency, Region V.



**NOW, THEREFORE, BE IT RESOLVED** that the Village of Elk Grove Village hereby:

1. Accepts, approves and adopts in its entirety, Volume 1, the Countywide Mitigation Actions in Volume 2; and the Elk Grove Village Jurisdictional Annex of Volume 2 of the 2019 Cook County Multi-Jurisdictional Hazard Mitigation Plan.
2. Will continue to participate in the updating and revision of the 2019 Plan with another plan review and revision to occur within a five year cycle, and designated staff will provide annual progress reports on the status of implementation of the 2019 Plan to the Mayor and Board of Trustees.

**APPROVED:**

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

**ATTEST:**

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**Loretta M. Murphy, Village Clerk**

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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN SIMPLE RECYCLING ILLINOIS AND THE VILLAGE OF ELK GROVE VILLAGE**

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:

**FIRST AMENDMENT TO AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES**

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

## **FIRST AMENDMENT TO AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES**

This First Amendment to Agreement for the Collection of Soft Recyclables (“First Amendment”) made this \_\_\_\_ day of \_\_\_\_\_, 2020 amends a certain Collection of Soft Recyclables Agreement dated March 10, 2020 between the Village of Elk Grove Village (“Village”), and Simple Recycling Illinois, LLC (“Contractor”).

### **RECITALS**

**WHEREAS**, Village and Contractor entered into that certain Agreement for Collection of Soft Recyclables dated March 10, 2020 (“Agreement”).

**WHEREAS**, due to the COVID-19 pandemic, Contractor’s operations were shut down for a period of time in compliance with restrictions on non-essential business operations to prevent the spread of COVID-19.

**WHEREAS**, the costs associated with collecting, sorting, and reselling Soft Recyclables have increased as a results of restrictions put in place to stem the spread of COVID-19, and Contractor is no longer able to provide a fee to Village for this service.

**WHEREAS**, Village and Contractor, in their mutual interest, wish to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the above and pursuant to the terms set forth under the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Contractor hereby agree as follows:

1. Section 1 regarding Term is deleted in its entirety and replaced with the following:

**Term.** This Agreement shall begin on March 15, 2020 and continue for an initial term of two (2) years (the “Initial Term”). At the end of the Initial Term, Contractor and Village have the right to renew for additional two (2) year terms upon mutual agreement (each such term an “Extension Term” and collectively, the “Term”). Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the Initial Term or any Extension Term, the Term Agreement shall automatically renew for ten (10) additional number of two (2) year terms. During the Term, Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in the Village’s Service Area through municipal contracted pick up.

2. Section 2 regarding Contractor’s Program Commencement is deleted in its entirety and replaced with the following:

**Contractor’s Program Commencement.** Contractor agrees to begin providing program services on the earlier of the following: (1) a date no later than the 31<sup>st</sup> of December, 2020, or (2) the date on which the Contractor provides written notice that

they have achieved agreement with the Village's contracted waste hauler to participate in collection activities (the "Date of Commencement"). In either event, the Date of Commencement will be no later than twelve (12) months from the Date of Execution of this Agreement. In the event program service do not begin within twelve (12) months of the Date of Execution of this Agreement, this Agreement terminates without further action of the parties. On the Date of Commencement, Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the collection and disposal of Soft Recyclables within Village and the Service Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement.

3. Section 10 regarding Contractor's Fee is deleted in its entirety and replaced with the following:

**No Fees for Contractor Services.** Under no circumstances will Village, its residents or Service Recipients incur any fees, charges or assessments to the Contractor for Contractor's delivery of services under this Agreement.

The parties have executed this First Amendment as of the effective date.

VILLAGE OF ELK GROVE VILLAGE

SIMPLE RECYCLING ILLINOIS, LLC

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this 10 day of March, 2020, (the "Date of Execution") by and between the Village of Elk Grove Village, a municipal corporation with an address at 901 Wellington Avenue, IL 60007 (herein referred to as "Village"), and Simple Recycling Illinois, an Illinois LLC with a business address at 5425 Naiman Parkway, Solon, OH 44139 (together with its successors and assigns, herein referred to as "Contractor"); each individually is a "Party", and collectively the "Parties".

### WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the curbside collection and efficient recycling and disposition of Soft Recyclables as defined hereinafter; and

WHEREAS, the Village desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, Village has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the Village's Service Area, defined hereinafter; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and Village (herein collectively called the "Parties") hereby agree as follows:

**1. Term.** This Agreement shall begin on March 15, 2020 and continue for an initial term of five (5) years (the "Initial Term"). At the end of the Initial Term, Contractor and Village have the right to renew for additional five (5) year terms upon mutual agreement (each such term an "Extension Term" and collectively, the "Term"). Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the Initial Term or any Extension Term, the Term Agreement shall automatically renew for four additional number of five (5) year terms. During the Term, Contractor shall have the sole and exclusive rights to Village's Service Area through municipal contracted pick up.

**2. Contractor's Program Commencement.** Contractor agrees to begin providing program services on the earlier of the following: (1) a date no later than the 30<sup>th</sup> of June, 2020, or (2) the date on which the Contractor provides written notice that they have achieved agreement with the Village's contracted waste hauler to participate in collection activities. (the "Date of Commencement"). In either event the Date of Commencement will be no later than twelve (12) months from the Date of Execution of this Agreement. In the event program services do not begin within twelve (12) months of the Date of Execution of this Agreement, this Agreement terminates without further action of the Parties. On the Date of Commencement, Contractor agrees to furnish

**RECEIVED**

MAR 24 2020

**VILLAGE MANAGER'S  
OFFICE**

all labor, equipment, tools, and services required and necessary for the collection and disposal of Soft Recyclables within Village and the Service Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement.

**3. Collection Procedures.** During the Term and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft Recyclable shall be made in the reasonable discretion of Contractor, subject to Village approval, which approval shall not be unreasonably withheld. However, in no event shall Contractor be required to accept any Excluded Items, defined hereinafter, and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to Village.

**4. Ownership.** Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set-out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

**5. Set Out Procedures.** Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

**6. Contamination and Improper Set Out.** If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

**7. Collection Schedule.** Contractor shall divide the Service Area into collection areas to coincide with Village contractor's refuse collection dates. Collections shall be made from Service Recipients as defined hereinafter, on a regular schedule in accordance with the existing Village recycling pickup schedule; however, Contractor reserves the right to temporarily alter the frequency of the scheduled pickups on an as-needed basis, provided that Contractor notifies the Village in advance of any altered schedule.

Contractor shall not be required to perform any service under this Agreement on Holidays. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

**8. Missed Collections and Complaints.** Service Recipients shall be instructed by Village to report missed collections and complaints to Contractor. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

**9. Inventory of Containers.** During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program described herein that is produced and printed by the contractor and approved by Village, which approval shall not be unreasonably withheld (the "Program Brochure").

**10. Contractor's Fee.** Contractor shall pay to Village a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the Village's portion of the Service Area. Payments shall be made to Village not more than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day. Under no circumstance will Village, its residents or Service Recipients incur any fees, charges or assessments to the Contractor for Contractor's delivery of services under this Agreement.

**11. Public Information and Education Program.** Village shall provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of Village public information shall be coordinated with Contractor. Village agrees to announce the program to residents a minimum of six (6) times per year using municipal communication channels.

Contractor may prepare and distribute its own promotional materials subject to Village approval, which approval shall not be unreasonably withheld. Contractor shall participate in Village directed promotion and education efforts as outlined below:

- a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
- b. Training of employees to deal courteously with Service Recipients on the telephone and on-route to promote the collection service and explain proper material preparation.
- c. Coordinate with Village for distribution of written promotional and instructional materials directly to Service Recipients.
- d. Be available a minimum of once per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.

- e. Provide advice to Village on promotion and education material content and presentation.

**12. Telephone and Customer Service.** Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call.

**13. Marketing and Disposition of Recyclable Material.** Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

**14. Insurance.** During the Term of this Agreement, Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of Illinois, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless Village from all damages (except for damages caused by Village's own negligence or willful misconduct) which may be occasioned to any person, firm or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

- a. **General Liability:** One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- b. **Vehicle Liability:** Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.
- c. **Worker's Compensation/Industrial Insurance:** Limits as required by the State of Illinois.

The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) Village, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.
- (ii) Contractor's insurance coverage shall be primary insurance as to Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Village, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to Village, its officers, officials, employees, or volunteers.
- (iv) Contractor's insurance shall apply separately or to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in



coverage or in limits except after thirty (30) days' prior written notice has been given to Village.

**15. Indemnification and Hold Harmless.** Except for Village's own negligence or willful misconduct, Contractor shall save, keep and hold harmless Village, its officers, agents, employees, and volunteers from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omission of Contractor, any of Contractor's employees, or any subcontractor. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and Village, its members, officers, employees, and agents, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

**16. Compliance with Law.** Contractor agrees to comply with all published ordinances, laws, rules, and regulations, together with amendments thereto, of Illinois, the United States of America, or Village pertaining to the services to be performed hereunder.

**17. Taxes.** Contractor agrees to save Village harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for Village.

**18. Employee Conduct.** All Contractor personnel must display appropriate identification on their person as well as their vehicle and maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

**19. Monthly Reports.** Contractor shall provide monthly project status reports. These reports will be due within twenty five (25) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to Village.

**20. Inspections.** Upon reasonable advanced request to Contractor, Village may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, Village may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. Village agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection.

**21. Meetings and Communications.** In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

Designation of Representatives. Each Party shall send at least one representative to each meeting. Village shall send to each meeting at least one staff member with operational expertise. Each Party shall designate one, and only one, representative as its Lead Representative. If a Party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

**22. Compliance with Laws and Regulations.** Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

**23. Termination and Breach.** In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period.

**24. Severability.** Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

**25. Independent Contractor Status.** In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of Village. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to Village employees and Contractor expressly waives and claim it may have or acquire to such benefits.

**26. No Assignment.** This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by either Party to any person, firm, or corporation, without the prior written consent of the other part.

**27. Definitions.**

**a. Commercial Customer:** The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

**b. Container:** The term "Container" means a bag, supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.

**c. Curb or Curbside:** The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks,

driveways or on-street parking. If circumstances preclude, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by Village and Contractor.

**d. Excluded Items:** The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

**e. Garbage:** The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

**f. Hazardous Waste:** The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Illinois statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

**g. Holiday:** The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day, unless otherwise specified by the Village recycling holiday schedule.

**h. Residential Customer:** The term "Residential Customer" means an individual or individuals residing in a single-family home with curbside refuse/recycling service in the Service Area.

**i. Service Area:** The term "Service Area" means the municipal corporate limits of Village. The Service Area will encompass all of Village's trash and recycling collection area, as it may be amended from time to time.

**j. Service Recipients:** The term "Service Recipients" means individual or individuals residing in single-family homes with curbside refuse/recycling service in the Service Area.

**k. Soft Recyclable:** The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in

the discretion of Contractor based upon experience gained during the term of this Agreement and with consent of the Village.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Date of Execution first written above.

VILLAGE OF ELK GROVE VILLAGE

SIMPLE RECYCLING ILLINOIS, LLC

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

By: Adam Winfield

Title: Mayor Craig B. Johnson

Title: Pres



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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A RENEWAL OF THE MEMORANDUM OF AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE POLICE DEPARTMENT AND GATEWAY FOUNDATION, INC.**

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

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
ELK GROVE VILLAGE POLICE DEPARTMENT  
AND  
GATEWAY FOUNDATION, INC.**

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**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
ELK GROVE VILLAGE POLICE DEPARTMENT  
AND  
Gateway Foundation, INC.**

The Elk Grove Village Police Department located at 901 Wellington Ave, Elk Grove Village, IL 60007 and Gateway Foundation, Inc. ("Gateway") administrative offices located at 55 E. Jackson, Suite 1500, Chicago, IL 60604 enter into this Agreement for Services to establish coordination of inpatient treatment services for Elk Grove Village Police Department referrals. Gateway and Elk Grove Village Police Department agree to the following:

Elk Grove Village Police Department will make referrals for residential substance abuse services to be provided at Gateway.

A. Services provided by Gateway on-site include:

- Biopsychosocial assessment;
- Treatment and discharge planning;
- A minimum of 25 hours of group and educational services weekly;
- Routine nursing, medical and dietary care and education;
- 24 hour supervision, 7 days a week
- Case Management;
- Recreation activities;
- Family education and counseling, when appropriate;
- 12-step orientation meetings and provisions for alternative aftercare services;
- Comprehensive discharge planning; and
- Written progress reports as requested

B. Elk Grove Village Police Department will provide the following services:

With signed written authorization by the client,

- Participate in case staffing;
- Provide pertinent information related to the participant's involvement with the Elk Grove Village Police Department relevant to treatment decisions;
- Participate in site visits when requested; and
- Confirm Elk Grove Village Police Department's payment obligations set forth in Paragraph C. below.

C. Elk Grove Village Police Department agrees to reimburse Gateway \$325.00 per day for participants whom do not have third-party commercial insurance, Medicaid or who are ineligible for Division of Substance Use Prevention and Recovery (SUPR) benefits. In

the event Gateway receives State rates for residential substance abuse treatment services that exceed the rate set forth in this agreement, the contract rate shall be increased upon thirty (30) days' notice from Gateway to Elk Grove Village Police Department. Gateway agrees if the Elk Grove Village Police Department referral is currently covered by Medicaid, or commercial insurance, or meets the SUPR eligibility requirements, then in that event, Medicaid, SUPR or the commercial insurance will be billed first for covered services, subject to applicable laws. The Elk Grove Village Police Department funds will be available for those Elk Grove Village Police Department participants who have no third party coverage or who have exhausted other third party coverage. Community Law Enforcement Partnership for Deflection and Addiction Treatment Act Grant funds will be available to fulfill the financial obligations of the Elk Grove Village Police Department during the period July 1, 2020 through June 30, 2021. Invoices submitted to the Elk Grove Village Police Department will include the participants name and dates of services.

- D. Gateway is a "Part 2 Program" as defined by the Confidentiality of Substance Use Disorder Patient Records regulations at Title 42 of the Code of Federal Regulations (C.F.R.) Part 2 (42 C.F.R. Part 2) and complies with the provisions of 42 C.F.R. Part 2. Information that would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder is protected under federal law/42 C.F.R. Part 2. In receiving any protected information, Elk Grove Village Police Department agrees that they are fully bound by the provisions of 42 C.F.R. Part 2. Elk Grove Village Police Department shall not disclose or redisclose information identifying an individual as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2.
- E. In order to improve case coordination, Gateway will attempt to obtain the consent of a participant to disclose his or her information to the Elk Grove Village Police Department Social Worker.
- F. Acceptance of referrals shall be based on current admission policies and procedures of Gateway and the availability of beds. Continued stay shall be based on Gateway's criteria. Individuals who are determined by Gateway to have the ability to pay for services, through insurance, self-pay, or Medicaid, will be required to pay Gateway for their treatment.
- G. Gateway reserves the right to immediately terminate a client for violation of program rules, but shall advise Elk Grove Village Police Department at the time of termination so that Elk Grove Village Police Department can make arrangements to pick up the client, if necessary. Otherwise, at the completion of a client's

treatment, Gateway Foundation will work with client on the discharge plan and coordinating transportation.

- H. Gateway shall, at its own expense, procure and maintain professional and comprehensive general liability insurance with limits of not less than \$1 million per occurrence or \$3 million in aggregate.
- I. Gateway shall defend and indemnify Elk Grove Village Police Department and its directors, officers, employees, representatives, agents, successors and assigns (collectively, "Indemnitees") from and against any and all claims, demands, suits fines, penalties or causes of action (collectively claims) brought by third parties including claims for liabilities, damages, awards, losses, costs and expenses (including reasonable attorney(s) fees) that result from any and all service provided by Gateway to Elk Grove Village Police Department clients, except to such extent that such liabilities, damages, awards, losses, costs and expenses arise due to the negligent or intentional acts or omissions of any of the Elk Grove Village Police Department Indemnitees.
- J. Either party may terminate this Agreement for Services by providing 30 days prior written notice to the other party.
- K. The parties acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either party.

This Agreement for Services shall commence on July 1, 2020 and shall terminate on June 30, 2021

*[Signature page to follow]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date beside their respective signatures.

Village of Elk Grove Village,  
an Illinois Home Rule Municipal Corporation

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Gateway Family Services, Inc.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A RENEWAL OF THE MEMORANDUM OF AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE POLICE DEPARTMENT AND LEYDEN FAMILY SERVICES (SHARE), INC.**

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

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
ELK GROVE VILLAGE POLICE DEPARTMENT  
AND  
LEYDEN FAMILY SERVICES (SHARE), INC.**

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**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
ELK GROVE VILLAGE POLICE DEPARTMENT  
AND  
LEYDEN FAMILY SERVICES (SHARE), INC.**

The Elk Grove Village Police Department located at 901 Wellington Ave, Elk Grove Village, IL 60007 and Leyden Family Services (SHARE) administrative offices located at 1776 Moon Lake Blvd., Hoffman Estates, IL 60169 enter into this Agreement for Services to establish coordination of inpatient treatment services for Elk Grove Village Police Department referrals. Leyden Family Services and Elk Grove Village Police Department agree to the following:

Elk Grove Village Police Department will make referrals for residential substance abuse services to be provided at Leyden Family Services.

- A. Services provided by Leyden Family Services include:
- B. Biopsychosocial assessment;  
Treatment and discharge planning;  
A minimum of 25 hours of group and educational services weekly;  
Routine nursing, medical and dietary care and education;  
24 hour supervision, 7 days a week  
Case Management;  
Recreation activities;  
Family education and counseling, when appropriate;  
12-step orientation meetings and provisions for  
alternative aftercare services;  
Comprehensive discharge planning; and  
Written progress reports as requested
- C. Elk Grove Village Police Department will provide the following services:

With signed written authorization by the client,

- Participate in case staffing;
  - Provide pertinent information related to the participant's involvement with the Elk Grove Village Police Department relevant to treatment decisions;
  - Participate in site visits when requested; and
  - Confirm Elk Grove Village Police Department's payment obligations set forth in Paragraph C. below.
- D. Elk Grove Village Police Department agrees to reimburse Leyden Family Services \$325.00 per day for participants whom do not have third-party commercial insurance, Medicaid or who are ineligible for Division of Substance Use Prevention and Recovery (SUPR) benefits. Maximum contract amount \$50,375.00. In the event Leyden Family Services receives State rates for residential substance abuse treatment services that exceed the rate set forth in this agreement, the contract rate shall be increased upon

thirty (30) days' notice from Leyden Family Services to Elk Grove Village Police Department. Leyden Family Services agrees if the Elk Grove Village Police Department referral is currently covered by Medicaid, or commercial insurance, or meets the SUPR eligibility requirements, then in that event, Medicaid, SUPR or the commercial insurance will be billed first for covered services, subject to applicable laws. The Elk Grove Village Police Department funds will be available for those Elk Grove Village Police Department participants who have no third party coverage or who have exhausted other third party coverage. Community Law Enforcement Partnership for Deflection and Addiction Treatment Act Grant funds will be available to fulfill the financial obligations of the Elk Grove Village Police Department during the period July 1, 2020 through June 30, 2021. Invoices submitted to the Elk Grove Village Police Department will include the participants name and dates of services.

- E. Leyden Family Services is a "Part 2 Program" as defined by the Confidentiality of Substance Use Disorder Patient Records regulations at Title 42 of the Code of Federal Regulations (C.F.R.) Part 2 (42 C.F.R. Part 2) and complies with the provisions of 42 C.F.R. Part 2. Information that would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder is protected under federal law/42 C.F.R. Part 2. In receiving any protected information, Elk Grove Village Police Department agrees that they are fully bound by the provisions of 42 C.F.R. Part 2. Elk Grove Village Police Department shall not disclose or redisclose information identifying an individual as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2.
- F. In order to improve case coordination, Leyden Family Services will attempt to obtain the consent of a participant to disclose his or her information to the Elk Grove Village Police Department Social Worker.
- G. Acceptance of referrals shall be based on current admission policies and procedures of Leyden Family Services and the availability of beds. Continued stay shall be based on Leyden Family Services' criteria. Individuals who are determined by Leyden Family Services to have the ability to pay for services, through insurance, self-pay, or Medicaid, will be required to pay Leyden Family Services for their treatment.
- H. Leyden Family Services reserves the right to immediately terminate a client for violation of program rules, but shall advise Elk Grove Village Police Department at the time of termination so that Elk Grove Village Police Department can make arrangements to pick up the client, if necessary. Otherwise, at the completion of a client's treatment, Leyden Family Services Foundation will work with client on the discharge plan and coordinating transportation.
- I. Leyden Family Services shall, at its own expense, procure and maintain

professional and comprehensive general liability insurance with limits of not less than \$1 million per occurrence or \$3 million in aggregate.

- J. Leyden Family Services shall defend and indemnify Elk Grove Village Police Department and its directors, officers, employees, representatives, agents, successors and assigns (collectively, "Indemnitees") from and against any and all claims, demands, suits, fines, penalties or causes of action (collectively claims) brought by third parties including claims for liabilities, damages, awards, losses, costs and expenses (including reasonable attorney(s) fees) that result from any and all service provided by Leyden Family Services to Elk Grove Village Police Department clients, except to such extent that such liabilities, damages, awards, losses, costs and expenses arise due to the negligent or intentional acts or omissions of any of the Elk Grove Village Police Department Indemnitees.
- K. Either party may terminate this Agreement for Services by providing 30 days prior written notice to the other party.
- L. The parties acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either party.

This Agreement for Services shall commence on July 1, 2020 and shall terminate on June 30, 2021.

*[Signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date beside their respective signatures.

Village of Elk Grove Village,  
an Illinois Home Rule Municipal Corporation

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Leyden Family Services, Inc.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING RELEASE/RETENTION OF EXECUTIVE SESSION MINUTES OF THE VILLAGE OF ELK GROVE VILLAGE (JULY 2018 THROUGH DECEMBER 2018)**

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**WHEREAS**, the Mayor and Board of Trustees of the Village of Elk Grove Village have met from time to time in Executive Session for purposes authorized by the Illinois Open Meetings Act; and

**WHEREAS**, as required by the Act, the Village has kept written minutes of all such Executive Sessions; and

**WHEREAS**, pursuant to the requirements of Public Act 85-1355, the Mayor and Board of Trustees have met in closed session to review all closed session minutes; and

**WHEREAS**, they have determined that a need for confidentiality still exists as to the Executive Session Minutes for certain meetings and that they should not be released at this time; and

**WHEREAS**, they have further determined that the Minutes of the meetings listed on the attachment hereto no longer require confidential treatment and should be made available for public inspection.

**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 Executive Session Minutes from those meetings set forth on the attachment hereto are hereby released.

**Section 2:** That the Village Clerk is hereby authorized and directed to make said Minutes available for inspection and copying in accordance with the standing procedures of the Village Clerk's Office.

**Section 3:** 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**

**EXECUTIVE SESSION MINUTES RELEASED BY:**

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

<b>DATE</b>	<b>TIME</b>	<b>TOPIC</b>
July 17, 2018	4:40 p.m.	Approval of 5/22/18 & 6/19/18 Minutes
July 17, 2018	4:44 p.m.	Personnel
July 17, 2018	4:46 p.m.	Personnel
July 17, 2018	4:49 p.m.	Personnel
August 14, 2018	6:12 p.m.	Approval of 7/17/18 Minutes
August 14, 2018	6:27 p.m.	Personnel
August 14, 2018	6:30 p.m.	Personnel
September 11, 2018	5:50 p.m.	Approval of 7/31/18 & 8/14/18 Minutes
September 11, 2018	5:54 p.m.	Personnel
September 11, 2018	6:03 p.m.	Personnel
September 11, 2018	6:07 p.m.	Personnel
September 11, 2018	6:23 p.m.	Personnel
September 25, 2018	6:04 p.m.	Approval of 9/11/18 Minutes
September 25, 2018	6:05 p.m.	Personnel
September 25, 2018	6:23 p.m.	Personnel
October 9, 2018	4:54 p.m.	Approval of 9/25/18 Minutes
October 9, 2018	4:55 p.m.	Personnel
October 23, 2018	5:34 p.m.	Personnel
November 13, 2018	4:33 p.m.	Approval of 10/23/18 Minutes
November 13, 2018	4:39 p.m.	Personnel
December 11, 2018	6:32 p.m.	Personnel
December 11, 2018	6:57 p.m.	Litigation



**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 1401-1403 HOWARD STREET, 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 1401-1403 Howard Street, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-27-202-041-000, 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 1401-1403 Howard Street, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-27-202-041-0000, 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 153 IN HIGGINS INDUSTRIAL PARK UNIT 106, BEING A SUBDIVISION IN THE NORTHEAST 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 08-27-202-041-0000. 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/improve façade;
- c. Remove mansard roof;
- d. Conduct tuck-pointing;
- e. Install new concrete dock drive and apron per Elk Grove Village Standards;
- f. Repaint exterior drive in doors;
- g. Repair retaining walls as necessary;
- h. Repair, sealcoat and stripe the drive and parking lot;
- i. Improve onsite drainage;
- j. Other general maintenance and interior buildout.

**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,1401-1403HowardSt.

## EXHIBIT "A"

LAW OFFICES

### ROCK FUSCO & CONNELLY, LLC

MAXWELL A. KLING  
(312) 970-3431

321 NORTH CLARK STREET  
SUITE 2200  
CHICAGO, ILLINOIS 60654  
(312) 494-1000  
FAX (312) 494-1001  
WWW.RFCLAW.COM

[MKLING@RFCLAW.COM](mailto:MKLING@RFCLAW.COM)

### SPECIAL CIRCUMSTANCES

1401 Howard LLC, or its nominee (collectively, the "Applicant") is currently under contract to purchase an industrial building located at 1401-1403 Howard Street, Elk Grove Village, Illinois 60007 (PIN: 08-27-202-041-0000) (the "Subject Property") and is requesting a Resolution from the Village of Elk Grove Village supporting and consenting to a Class 6b Tax Incentive based on occupation of abandoned property with special circumstances where the Subject Property has been vacant less than 24 months continuous vacancy with a purchase for value, and substantial rehabilitation.

Furthermore, the Class 6b Tax Incentive is necessary for the Applicant to purchase the Subject Property. Due to the exorbitant real estate taxes imposed on industrial properties in Cook County, as compared to neighboring collar counties, in order to ensure that the investment is economically feasible the Applicant has conditioned the purchase of the Subject Property on receipt and approval of a Class 6b Tax Incentive from the Village of Elk Grove Village. Therefore, but for the Class 6b Tax Incentive it would not be economically feasible for the Applicant to pursue the Subject Property, making the approval of the Class 6b necessary for the improvements and occupation of the Subject Property to occur.

**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 1100 PRATT BOULEVARD, ELK GROVE VILLAGE, ILLINOIS**

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

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

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

**WHEREAS**, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 1100 Pratt Boulevard, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-34-400-025-0000, 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 1100 Pratt Boulevard, Elk Grove Village, Cook County, Illinois, identified by Property Index Numbers 08-34-400-025-0000, 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:

THAT PART OF LOT 25 IN CENTEX INDUSTRIAL PARK UNIT 22, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1964 AS DOCUMENT NUMBER 19243500, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 25; THENCE ON AN ASSUMED BEARING OF SOUTH 1 DEGREE 21 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 252.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 42.51 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 51.42 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 49 DEGREES 02 MINUTES 51 SECONDS EAST, 41.31 FEET TO THE SOUTH LINE OF SAID LOT 25; THENCE SOUTH 88 DEGREES 38 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 25, A DISTANCE OF 10.55 FEET TO THE SOUTHWESTERLY LINE OF LOT 25; THENCE NORTHWESTERLY 31.42 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 25, A DISTANCE OF 10.55 FEET TO THE SOUTHWESTERLY LINE OF LOT 25; THENCE NORTHWESTERLY 31.42 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 25 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 46 DEGREES 21 MINUTES 52 SECONDS WEST, 28.28 FEET TO THE WEST LINE OF LOT 25; THENCE NORTH 1 DEGREE 21 MINUTES 53 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 7.81 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.005 ACRE, MORE OR LESS, OR 219 SQUARE FEET, MORE OR LESS.

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

**Section 3:** That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-34-400-025-0000. 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/improve façade;
- c. Replace dock drive doors;
- d. Install new signage;
- e. Install concrete dock drive and apron per Elk Grove Village Standards;
- f. Repair retaining walls as necessary;
- g. Repair, sealcoat and re-stripe the drive and parking lot; and
- h. Complete 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,1100PrattBlvd

## Exhibit "A"



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### Special Circumstances

1100 Pratt Blvd, Elk Grove Village, IL 60007

PIN: 08-34-400-025-0000

Los Amigos LLC (the "Applicant") will be the title holder of the above referenced property (the "Subject Property"), and is requesting a Resolution from Elk Grove Village supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on re-occupancy of vacant property for less than 24 continuous months vacancy with a purchase for value, special circumstances and substantial rehabilitation. The Subject Property has been 100% vacant and unused since July 31, 2019.

The Subject Property is approximately 53 years old and currently consists of an approximately 39,500 square foot industrial building located on a 78,594 square foot site. The property has 18' ceiling height, 4 interior docks, 43 parking spaces and 40 x 40 bay. The Applicant plans to lease the property to two related entities: LLS Team USA Inc., and Global Alternative Services (the "Occupants") who will use the site to expand their growing businesses. LLS Team USA Inc. currently leases a 15,000 square foot property located at 800 Dillon Drive, Wood Dale, IL and Global Alternative Services leases a 12,000 square foot property at 570 Telser Road, Lake Zurich, IL. The Subject Property is larger than the facilities currently used by Occupants, and will allow both companies to work synergistically with one another while continuing growth and hiring.

A number of Special Circumstances exist for this property. First, the Subject Property has not been vacant for over 24 continuous months. The Subject Property has been 100% vacant for since July 31<sup>st</sup>, 2019, and received vacancy relief on appeal. Without the incentive with special circumstances, the property would likely sit vacant and unused until it hits 24 continuous months vacancy required for the incentive without special circumstances. Based on the increasing Cook County tax burden, industrial properties without a tax incentive are at a distinct disadvantage, especially in Elk Grove Village. By allowing the property to sit vacant for the additional months needed for reoccupation without special circumstances, the Village would lose significant property tax revenue for 2020 and 2021, potential employment and other economic and societal benefits resulting from the increased employment.

Additionally, both LLS Team USA Inc., and Global Alternative Services (the "Occupants"). have outgrown its current locations and will soon need to re-locate. The company would be unable to continue its expansion without the 6b incentive due to the rising Cook County tax burden. Unlike the Occupant's current locations in DuPage & Lake County, Cook



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

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

---

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

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

**LICENSE SUPPLEMENT  
MASTER POLE ATTACHMENT AGREEMENT**

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

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

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED:**

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

**ATTEST:**

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

## EXHIBIT "A"

### LICENSE SUPPLEMENT

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

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the City/Village Elk Grove Village and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, dated April 11th, 2019, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by Licensor is located at 1640 Devon Ave Elk Grove Village, IL 60007. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
4. **Initial Rent.** During the initial term of this Supplement, rent shall be \$200.00 per year, payable to LICENSOR at 901 Wellington Ave Elk Grove Village, IL 60007. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement.
5. **Rent During Extension Terms.** The rent shall be subject to renegotiation by the parties prior to the start of each five-year extension term of this supplement. Each party shall negotiate in good faith to agree upon the rent during the extension term, provided however that if agreement on the extension term rent is not finalized within 8 months, either party may terminate this agreement. In no event shall any new rent be less than the then current rental. In no event shall any new rent exceed the amount permitted by applicable state or federal law.
5. **Electrical Service.** LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
6. **Site Specific Terms.** (Include any site-specific terms)

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

**LICENSOR**

**Village of Elk Grove Village, an Illinois Municipal Corporation**

BY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE**

**Chicago SMSA Limited Partnership d/v/a Verizon Wireless**

BY:

Name: \_\_\_\_\_

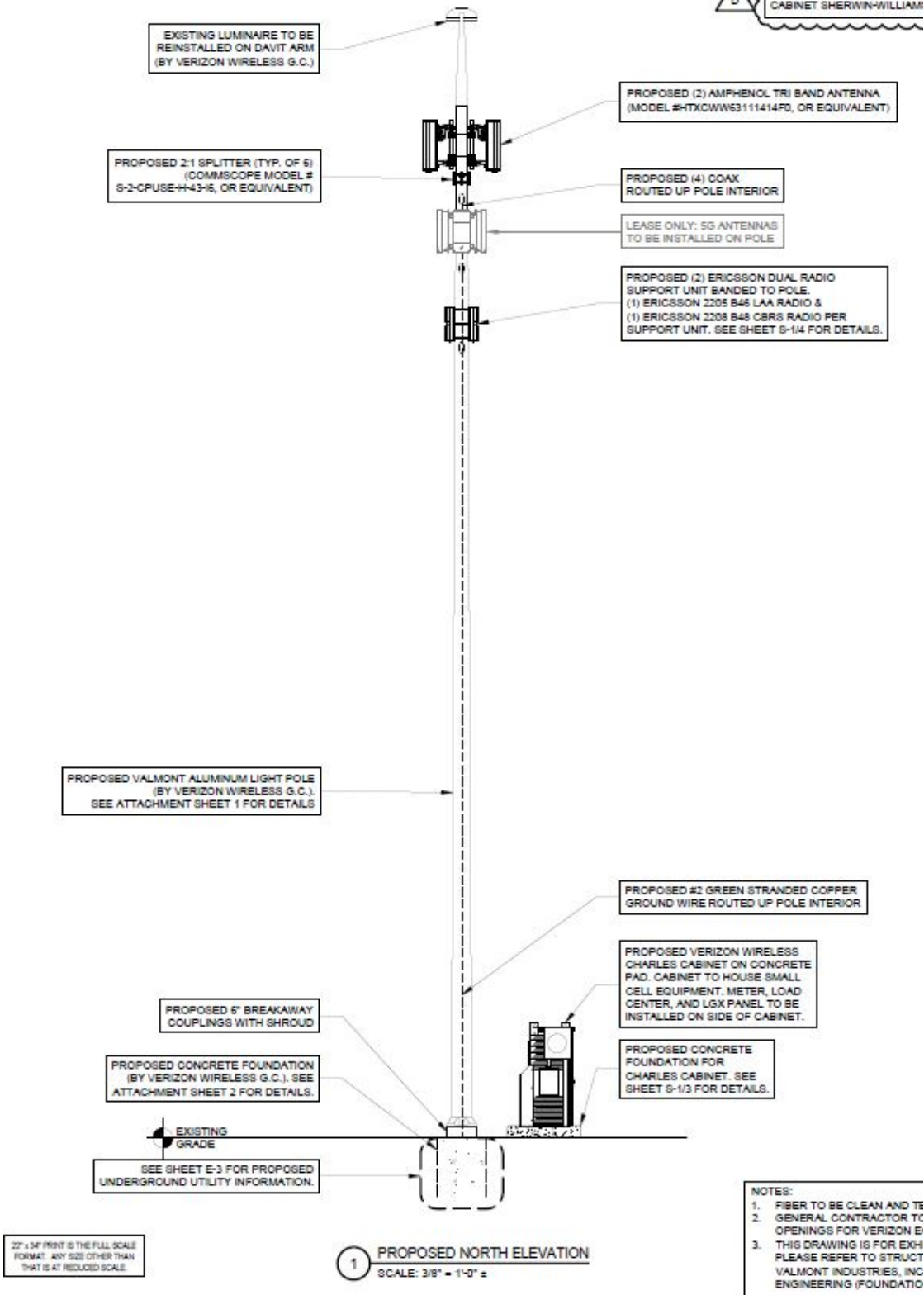
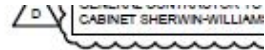
Title: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT 1

## Premises

(see attached site plans)



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

**A RESOLUTION AUTHORIZING THE VILLAGE OF ELK GROVE VILLAGE TO AMEND AND RESTATE THE DEFERRED COMPENSATION PLAN IN THE FORM OF THE ICMA RETIREMENT CORPORATION 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN & TRUST THROUGH ICMA RETIREMENT CORPORATION**

---

**WHEREAS**, the Employer has employees rendering valuable services; and

**WHEREAS**, the Employer has established a deferred compensation plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

**WHEREAS**, the Employer has determined that the continuance of the deferred compensation plan will serve these objectives: and

**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 as follows:

**Section 1:** That the Employer hereby amends and restates the deferred compensation plan in the form of the ICMA Retirement Corporation's 457 Governmental Deferred Compensation Plan & Trust.

**Section 2:** That the assets of the Plan shall be held in trust, with the Employer serving as trustee for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries.

**Section 3:** That the Director of Finance shall be the coordinator and contact for the Program and shall receive necessary reports and notices.

**Section 4:** This Resolution shall be in full force and effect immediately 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**

SUGGESTED RESOLUTION

Plan Number: 30 0 9 9 2

Name of Employer: Village of Elk Grove State: IL

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a deferred compensation plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the deferred compensation plan will serve these objectives; and

NOW THEREFORE BE IT RESOLVED that the Employer hereby amends and restates the deferred compensation plan (the "Plan") in the form of: (select one)

[X] The ICMA Retirement Corporation 457 Governmental Deferred Compensation Plan & Trust

OR

[ ] The Plan and Trust and any associated amendments provided by the Employer (executed copies attached hereto)¹

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

BE IT FURTHER RESOLVED that the employer hereby agrees to serve as Trustee under the Plan.

I, \_\_\_\_\_, Clerk of the (City, County, etc.) \_\_\_\_\_, do hereby certify that the foregoing resolution, proposed by (Council Member, Trustee, etc.) \_\_\_\_\_, was duly passed and adopted in the (Council, Board, etc.) \_\_\_\_\_ of the (City, County, etc.) of \_\_\_\_\_ at a regular meeting thereof assembled this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES:
NAYS:
ABSENT:

(Seal)

CLERK OF THE (CITY, COUNTY, ETC.)

¹ If you are amending your own individually designed plan document, this executed resolution should be returned to ICMA-RC as instructed below.

Fax to: 202-962-4601 ATTN: NBS Analyst

OR

Mail to: ICMA-RC ATTN: NBS Analyst 777 North Capitol Street, NE Washington, DC 20002-4240

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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND 4FRONT**

---

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

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

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

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



## MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT (“the Agreement”) sets forth the terms and conditions of services to be provided by PCG-SDM Holdings, LLC, a Delaware limited liability company doing business as 4FRONT (“4FRONT”), to ELK GROVE VILLAGE (“Client”), (the Client and 4FRONT are collectively “Parties”). This Agreement is made effective as of June 22<sup>nd</sup> 2020 and is by and between 4FRONT and the Client.

In consideration of the payments to be made and services to be performed hereunder, the parties hereto agree as follows:

### 1. OVERVIEW OF AGREEMENT

1.1. Services. This Agreement provides the terms and conditions on which 4FRONT will provide the services, functions and responsibilities described in this Agreement and the project agreements or statements of work to be performed by 4FRONT for Client (the “Services”).

1.2. Relationship of Parties. Nothing contained in this Agreement shall be construed to place the parties in the relationship of partners, joint ventures or agents, and the parties shall have no power to obligate or bind each other in any manner whatsoever. 4FRONT’s status under this Agreement shall be that of an independent contractor only, and not that of an agent or employee of Client. The Client shall be entitled to secure the performance of services from others of a similar or dissimilar nature during the term hereof, and 4FRONT may perform services for others of a similar or dissimilar nature during the term hereof so long as any other services performed do not relate to the Client’s business interests, create a conflict of interest, or use the Client’s Confidential Information. It is understood and agreed that neither 4FRONT nor any of 4FRONT’s employees shall be considered to be an employee of the Client. 4FRONT expressly acknowledges that it is responsible, for all matters related to the payment of federal, state and local employment taxes (including the reporting, paying, withholding, and remitting thereof), workers’ compensation insurance, unemployment and disability contributions or payments. 4FRONT expressly acknowledges that neither 4FRONT nor any of 4FRONT’s employees shall have any rights to any benefits under any Client-sponsored plans, programs or policies, and 4FRONT further agrees that neither 4FRONT nor any of 4FRONT’s employees shall at any time make any claims against Client for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by the Client, nor any claims of a violation of the Fair Labor Standards Act.

1.3. Project Agreement. 4FRONT will perform the Services through individual project agreements or statements of work which will be authorized by the issuance of project agreements or statements of work in substantially the form attached as Exhibit A, and signed by an authorized representative of both Parties (a “Project Agreement”).

## 2. SERVICES

### 2.1. Project Agreements.

2.1.1. Each Project Agreement executed under this Agreement will be a part of this Agreement as if fully included within its body. In the event of any conflict between the body of this Agreement and any Project Agreement, the terms and conditions of the Agreement shall prevail and govern.

2.1.2. Unless otherwise agreed by the Parties, each Project Agreement will include: (i) a description of the Services to be performed by 4FRONT thereunder; (ii) Client's responsibilities relating to 4FRONT's performance of the Services thereunder; (iii) a list of significant tasks to be completed, including, without limitation, applicable commencement and completion dates or expected project duration; (iv) a listing of any materials and other items that 4FRONT will deliver to Client hereunder ("Work Product"), including, without limitation, any applicable delivery dates and any specifications, templates and/or formats to which the Work Product is required to materially conform; (v) a listing of any data or other information to be submitted by Client to 4FRONT, including any applicable submission dates and any instructions, specifications, templates and/or formats governing the submission of such data or other information; (vi) method of compensation to 4FRONT (e.g., time and materials, fixed price or otherwise) and other appropriate pricing terms; and (vii) any other information or provisions the Parties agree to include.

### 2.2. Performance of the Services.

2.2.1. 4FRONT agrees to supply and deliver the Work Product and perform the Services specified in the Project Agreement(s) in a professional manner and in accordance with this Agreement and the Project Agreement(s). Notwithstanding the foregoing, Client acknowledges that 4FRONT's ability to perform will require Client to timely perform certain tasks and provide certain tangible and intangible items. Client hereby agrees to perform its obligations hereunder, and the parties acknowledge that Client's failure to perform such obligations may adversely affect 4FRONT's ability to meet its performance obligations under the conditions contemplated by the Project Agreement. The parties hereby agree to negotiate in good faith to arrive at an equitable adjustment to the fees payable under a Project Agreement and the terms of this Agreement to compensate 4FRONT for such additional effort and costs directly caused by Client's delay. In addition, 4FRONT shall not be deemed to be in default under this Agreement for any delays or failure to meet its obligations if based on Client's actions, omissions or failure to meet its performance requirements.

2.2.2. Either Party may propose changes to the scope of Services provided by 4FRONT under any particular Project Agreement. 4FRONT will analyze each such request and provide a written report to Client on its feasibility and the effect, if any, that such change will have on the cost of performing the Services and schedule for completing the Services. Proposed changes shall be effected through written change orders which shall constitute amendments to this Agreement and the applicable Project Agreement ("Change Orders").

2.2.3. To the extent Services include purchases of media, incurrence of production costs or engagement of talent, absent other terms in the Project Agreement 4FRONT is authorized to commit to such purchases and expenses on Client's behalf. If Client requests that any such arrangement be terminated, 4FRONT will take all appropriate steps to affect such cancellation, provided that Client will hold 4FRONT harmless with respect to any costs incurred by Agency as a result. If at any time 4FRONT obtains a discount or rebate from any supplier in connection with 4FRONT's rendition of services to Client, 4FRONT will credit Client or remit to Client such discount or rebate.

### 3. PROPRIETARY RIGHTS

3.1. Work Product. Except as set forth under "Background Technology" below, 4FRONT hereby assigns its entire right, title and interest in the Work Product to Client. The parties further acknowledge and agree that absent Client's full and timely payment(s) to 4FRONT for all fees and expenses due, the Work Product, and any intellectual property rights related thereto, shall be, and shall remain, the sole property of 4FRONT, and Client shall have no rights therein or thereto. 4FRONT shall not have the right to disclose or transfer to any third party the Work Product. However, nothing in this Agreement shall prohibit or limit 4FRONT's use of ideas, concepts, know-how, methods, code, techniques, skill, knowledge and experience that were used, developed or gained in connection with this Agreement or any Project Agreement, except with regard to any Confidential Information of Client.

3.2. Background Technology. 4FRONT may include in the Work Product certain methodologies, development tools, routines, objects, subroutines and other programs, data and materials developed or licensed by 4FRONT outside of this Agreement and the Project Agreements hereunder (the "Background Technology"). 4FRONT shall retain any and all rights 4FRONT may have in the Background Technology. 4FRONT hereby grants to Client an irrevocable, non-exclusive, perpetual, fully paid-up worldwide license to use, execute, reproduce, display, perform, distribute internally and make modifications and/or improvements to the Background Technology. However, Client shall not license, sub-license, resell, transfer or make other commercial use of the Background Technology, or any portion thereof, without 4FRONT's written consent. Notwithstanding the foregoing, 4FRONT is not providing Client with any license or right to use any third-party software used by 4FRONT to create the Work Product or other intellectual property developed in connection with this Agreement or the Project Agreement(s).

3.3. Marks. At Client's request, the Work Product created or developed by 4FRONT may include trademarks for Client, in the form of taglines, slogans, logos, designs or product and brand names (collectively, "Marks"), for Client's use in connection with Services performed by 4FRONT on Client's behalf. The trademark clearance of any taglines or slogans created hereunder for use in connection with the Services shall be Client's responsibility unless otherwise agreed to between the parties in writing, it being understood that any searches conducted by 4FRONT shall only be preliminary "desktop" searches and not final or full trademark searches. If 4FRONT does agree to conduct any comprehensive searches, 4FRONT shall bill Client for its cost and for any other subcontractor charges (e.g., legal charges) incurred by 4FRONT in conducting the preliminary search of the Marks. Upon full payment to 4FRONT, Client shall own all right, title and interest in and to any Marks created by 4FRONT and used by Client. Client

understands that full copyright and trademark searches on all Marks should be conducted and shall be Client's responsibility. All Marks provided by Client or created for Client by anyone other than 4FRONT will not be cleared by 4FRONT. Client, in its sole discretion, shall handle the registration of any Marks unless other arrangements are made in writing between the Parties.

#### 4. COMPENSATION AND PAYMENT TERMS

4.1. Payment for Services. 4FRONT shall be paid for the Services as set forth in the applicable Project Agreement. Client shall also reimburse 4FRONT for all out-of-pocket expenses (including but not limited to airfare, ground transportation, hotel, meals, etc.) reasonably incurred by 4FRONT or any officers, employees, or agents of 4FRONT in connection with performing services under this Agreement or any Project Agreement. Client shall reimburse 4FRONT for all other reasonable expenses actually incurred which are incidental to the services performed hereunder and which have been approved in advance by Client. Travel costs and other expenses claimed must be itemized in 4FRONT's monthly invoice to Client.

#### 4.2. Payment Terms.

4.2.1. All invoices shall be due upon receipt by Client. Any payment that is not paid within thirty (30) days of its due date will accrue interest at a rate of 1.5% per month from the due date until paid. In addition, Client agrees to pay and indemnify 4FRONT for any costs, including legal and other collection fees, incurred by 4FRONT in the course of collecting past due amounts through any third-party collection services retained by 4FRONT to collect unpaid, past due amounts under this Agreement.

4.2.2. If Client disputes any invoice, or any charge or amount on any invoice or any charge for Services, and such dispute cannot be resolved promptly through good faith discussions between the Parties, Client will pay the amounts due under the applicable Project Agreement, less the disputed amount, provided that Client and 4FRONT will diligently proceed to work together to resolve any disputed amount.

#### 5. CONFIDENTIAL INFORMATION

5.1. Definition. Each Party acknowledges that in the course of performing this Agreement it may be furnished with, receive, or otherwise have access to information of or concerning the other Party which the other Party considers to be confidential, proprietary, a trade secret or otherwise restricted. When used in this Agreement, "Confidential Information" shall mean any information furnished or made available directly or indirectly by a Party: (i) in any format that is labeled or otherwise designated as confidential, proprietary, a trade secret or with a similar designation; or (ii) that relates to such Party's trade secrets, inventions, discoveries, processes, methods and techniques, ideas, know-how or regarding such Party's products and services (including, without limitation, pricing therefor), proprietary software, research & development, business plans, marketing plans, strategies, finances, customers and suppliers whether or not such information is labeled as confidential.

5.2. Protection of Confidential Information. All Confidential Information furnished by a Party to the other in the course of performing under this Agreement shall remain the property of and be deemed proprietary to the disclosing Party. Each Party agrees: (i) to receive such Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the disclosing Party; (ii) to accord such Confidential Information at least the same level of protection against unauthorized use or disclosure that the receiving Party customarily accords to its own confidential, proprietary or trade secret information of a like nature, but in no event less than reasonable care; and (iii) to use such Confidential Information solely and exclusively for the purposes of and in accordance with the terms of this Agreement.

5.3. Exceptions. Notwithstanding the foregoing, neither Party shall be liable for disclosure of any particular Confidential Information of the disclosing Party if the same: (i) is in the public domain at the time of its disclosure or thereafter enters the public domain through no fault of the receiving Party; (ii) is or becomes known to the receiving Party on a non-confidential basis without breach of any obligation of confidentiality; (iii) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or (iv) is legally required to be disclosed (provided that the receiving Party promptly informs the disclosing Party of the requirement and affords the disclosing Party a reasonable opportunity to resist the required disclosure).

5.4. Survival. The provisions of this Section 5 shall survive the termination or expiration of this Agreement for any reason. Promptly following the termination or expiration of this Agreement for any reason, and as the disclosing Party elects, the receiving Party shall either destroy or deliver to the disclosing Party all Confidential Information of the disclosing Party in the receiving Party's possession, custody or control in whatever form held (including without limitation all documents or media containing any of the foregoing and all copies, extracts or embodiments thereof). Notwithstanding the foregoing, 4FRONT may retain a copy of certain Confidential Information related to the Project Agreement(s) for its legal archives and regulatory audits.

5.5. No Rights in Confidential Information. Nothing contained in this Section 5 shall be construed as obligating the disclosing Party to disclose its Confidential Information to the receiving Party, or as granting to or conferring on the receiving Party, expressly or impliedly, any rights or license to the Confidential Information of the disclosing Party.

## 6. WARRANTIES, INDEMNITIES, LIMITATION OF LIABILITY

### 6.1. 6.1 Warranties

6.1.1. 4FRONT represents and warrants that: (i) 4FRONT has the full power and authority to enter into this Agreement and the performance of this Agreement will not violate any agreement or obligation of 4FRONT; (ii) it owns or has the rights necessary to grant to Client the rights to the Work Product in accordance with the terms of this Agreement and the associated Project Agreements; (iii) it shall not, and shall not permit or enable any third party in connection with the Services to collect any information (A) that identifies or can be used to identify, contact or precisely locate the person to whom such information pertains; (B) from which identification or

contact information of an individual person can be derived; or (C) that otherwise may be defined by as personal information, personal financial information or sensitive information under applicable law; and (iv) 4FRONT shall not, and shall not permit or enable any third party to (A) re-identify or attempt to re-identify any personal information; (B) comingle any collected data with any other third party data; (C) place any tracking technologies on any services other than as specifically required under this Agreement; (D) collect any data from a user that is under 13 years of age; or (E) collect any video viewing information, including, without limitation any title or video name of what a user or device has viewed.

6.1.2. Client represents and warrants that Client has the full power and authority to enter into this Agreement and the performance of this Agreement will not violate any agreement or obligation of Client. Client further warrants that it owns or has the rights necessary to grant to 4FRONT access to its intellectual property in accordance with the terms of this Agreement and the associated Project Agreements, and that: (i) any information, materials or products supplied to 4FRONT for use in connection with the Services will be accurate and truthful and use of such information, materials, or products by 4FRONT or any other party in connection with the Services will not infringe any rights of any third party; infringe any statutory or common law copyright; be libelous or obscene; utilize any trade secrets of any third party; violate any right of privacy or publicity, or otherwise violate any law or any person's personal or property rights; (ii) 4FRONT's use of any such Client provided materials or information as contemplated by this Agreement will not violate any laws, regulations, or ordinances; and (iii) any services, products or samples used or distributed by 4FRONT in connection with the Services, if any, will be safe for use as indicated. For all media purchased by 4FRONT on Client's behalf, Client agrees that 4FRONT shall be held solely liable for payments only to the extent proceeds have cleared from Client to 4FRONT for such media purchase; otherwise, Client agrees to be solely liable to media for amounts due.

6.1.3. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.2. Indemnification. 4FRONT shall indemnify Client for any damages related to items prepared by 4FRONT or at 4FRONT's direction, including, but not limited to, any claim of libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright or other intellectual property interest, except where any such claim arises out of material supplied by the Client and incorporated without change into any materials or other items prepared by 4FRONT or at 4FRONT's direction. Each Party (the "Indemnifying Party") agrees to defend at its expense and indemnify and hold harmless the other Party (the "Indemnified Party") and its partners, affiliates, employees, agents, representatives, independent contractors, successors and assigns from any and all losses, costs, damages, liabilities and expenses (including, without limitation, reasonable legal fees and expenses) arising from or in connection with: (i) breach of the representations and warranties in Section 6; (ii) the death or bodily injury of any person caused by the negligence or willful misconduct of the Indemnifying Party; or (iii) the damage, loss or destruction of any real or tangible personal property caused by the negligence or willful misconduct of the Indemnifying Party.

6.3. Limitation of Liability.

6.3.1. SUBJECT TO SECTION 6.3.3 BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE, ONE TO THE OTHER, FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT.

6.3.2. SUBJECT TO SECTION 6.3.3 BELOW, EACH PARTY'S TOTAL LIABILITY TO THE OTHER, WHETHER IN CONTRACT OR IN TORT (INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE TOTAL DOLLAR AMOUNTS PAID OR PAYABLE TO 4FRONT UNDER THE PROJECT AGREEMENT THAT GAVE RISE TO SUCH LIABILITY.

6.3.3. The limitations set forth in Sections 6.3.1 and 6.3.2 shall not apply with respect to: (i) damages to person and/or tangible property occasioned by the willful misconduct or gross negligence of a Party; (ii) claims that are the subject of indemnification pursuant to Section 6.2 above; and (iii) either Party's breach or alleged breach of its confidentiality obligations under Section 5 of this Agreement.

7. TERM AND TERMINATION

7.1. Term. The term of this Agreement will commence on the Effective Date and, unless terminated sooner pursuant to the provisions of this Section 7, continue until the end of August 2021. Thereafter, the term of this Agreement may be renewed by mutual agreement of the Parties. In the event this Agreement expires and there are outstanding Project Agreement(s) at the time of such expiration, this Agreement shall continue in full force and effect until the Services under all outstanding Project Agreement(s) are complete.

7.2. Termination.

7.2.1. This Agreement and/or any Project Agreement(s) issued under it may be terminated for any reason by either Party upon six months (180) days written notice to the other Party or by either Party by written notice to the other Party in the event such other Party materially breaches any of its material obligations as set forth in this Agreement and/or any Project Agreement(s) issued under it and fails to cure such breach within thirty (30) days after written notice thereof from such notifying Party. Should this Agreement and/or any Project Agreement be terminated under this Section 7.2.1, Client and 4FRONT shall make good faith efforts to reach mutual agreement on the Services necessary to close out such Project Agreement. If Client plans to continue the Project specified in the Project Agreement, 4FRONT shall assist in smoothly transferring the conduct of the Project to Client or its designate.

7.2.2. If this Agreement or any Project Agreement(s) issued thereunder are terminated by Client pursuant to this Section 7.2, Client will be entitled to retain the Work Product only to the extent paid for by Client.

7.2.3. In the event of termination of this Agreement and/or any Project Agreement(s) issued under it pursuant to this Section 7.2, Client will pay 4FRONT for all Services performed under this Agreement (where the Agreement is terminated) or the terminated Project Agreement(s) (inclusive of Work Product provided thereunder), through the effective date of termination, plus expenses incurred through the effective date of termination. Further, Client shall also pay 4FRONT for its costs and expenses associated with any un-cancelable commitments incurred on behalf of Client prior to the termination date of the Agreement or the applicable Project Agreement.

7.3. Survival. Provisions of this Agreement, which by their express terms or context impose continuing obligations on the Parties, will survive the expiration or termination of this Agreement for any reason.

## 8. OTHER TERMS

8.1. No Conflicts; Strict Adherence; Severability. The Parties acknowledge and agree that: (i) each Party has the power and the authority to enter into this Agreement and to perform its obligations hereunder and have not entered into any other agreements that would conflict with the Services to be performed herein and, upon execution and delivery hereof, this Agreement shall constitute the valid and binding obligations of the Parties, enforceable in accordance with its terms; (ii) failure by either Party to insist upon strict and/or immediate adherence to any term of this Agreement on one or more occasions shall not be considered a waiver of that Party's right to thereafter insist upon strict and immediate adherence to that term, or any other term of this Agreement, at any time; and (iii) in the event that any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable; provided, however, said invalid or unenforceable provision shall be deemed automatically replaced with a valid and enforceable provision having the maximum legal effect possible.

8.2. Governing Law; Legal Fees and Costs. Any dispute or controversy between the Parties relating to or arising out of this Agreement or any amendment or modification thereof, shall be governed by the laws of the State of Illinois. The prevailing Party in any action initiated to construe or enforce this Agreement shall be entitled to recover its costs and fees (including, without limitation, court costs and reasonable attorney's fees) from the non-prevailing Party.

8.3. Entire Agreement. This Agreement, and the attached Project Agreement(s) contain the full and complete understanding of the Parties and supersede all prior agreements and understandings between the Parties with respect to the entire subject matter hereof. Only a written instrument signed by an authorized representative of each Party may amend this Agreement. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed



against either Party. This Agreement shall not constitute, give effect to, or otherwise imply, a joint venture, partnership, agency or formal business organization of any kind. No waiver, delay or discharge by a Party will be valid unless in writing and signed by an authorized representative of each Party. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default will constitute a waiver of the rights granted in the Agreement with respect to any subsequent or other default. If any provision of this Agreement is declared invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired, and the Parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that reflects the original intentions of the Parties as nearly as possible in accordance with applicable law.

8.4. Notice. Any notice or other communication required or permitted to be made or given by either Party pursuant to this Agreement will be deemed to have been duly given: (i) three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, confirmed by the specific addressee, with a copy of such facsimile promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other Party at its address as set forth on the first page of this Agreement.

8.5. Force Majeure. Either Party's performance will be excused, if and to the extent reasonably necessary, in the event that an act of God, war, civil commotion, terrorism, fire, explosion, or other force majeure event that occurs without the fault or negligence of the non-performing Party and prevents timely performance under the Agreement.

8.6. Non-Solicitation. The Parties each agree not to knowingly solicit for employment, employ (either as an employee or an independent contractor) or otherwise contract with any employee, agent or independent contractor of the other Party during performance of this Agreement and for a period of one (1) year after termination of this Agreement without the other Party's written consent.

8.7. Insurance. 4FRONT shall maintain in full force and effect throughout the term of this Agreement, at 4FRONT's sole cost and expense, insurance of the types and minimum coverage amounts as follows:

8.7.1. Worker's Compensation and Employer's Liability Insurance providing for payment of benefits to and for the account of employees employed in connection with the services covered by this Agreement as required by the statutes of the state where the work is being performed;

8.7.2. Commercial General Liability Insurance ("CGL"), including without limitation, personal and advertising liability, with minimum limits of \$1 million combined bodily injury and property damage per occurrence;

8.7.3. Professional Liability Errors and Omissions coverage, in an amount not less than \$1 million per occurrence;

8.7.4. Commercial Umbrella with limits of at least \$1,000,000 and including as insureds all entities that are additional insureds on the CGL. Umbrella coverage for such additional insureds shall apply as primary and noncontributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the coverages maintained by 4FRONT pursuant to this Agreement.

All insurance shall be placed with carriers having an A.M. Best rating of A-XIII or better, and all policies shall contain a waiver of subrogation with respect to the additional insureds. 4FRONT shall deliver to the Client a certificate or certificates of insurance evidencing such coverage. Compliance herewith in no way limits 4FRONT's indemnification obligations, except to the extent that 4FRONT's insurance company actually pays the Client amounts which 4FRONT would otherwise pay the Client.

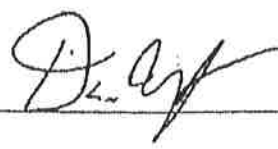
8.8. Execution in Counterparts. This Agreement may be executed in one or more counterparts including facsimile or electronic mail copies, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. A signature transmitted by facsimile or electronic mail shall be as binding and effective as an original.

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

ELK GROVE VILLAGE

4FRONT

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

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

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

Its: Co-FOUNDER

Date: \_\_\_\_\_

Date: 6/24/20

**Exhibit A**  
**Master Project Agreement**

This Project Agreement (the “Agreement”), together with the attached Master Services Agreement between PCG-SDM HOLDINGS, LLC DBA 4FRONT (“4FRONT”) and Elk Grove Village, (“the client”) contains the full and complete understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the entire subject matter of this Project Agreement. Only a written instrument signed by an authorized representative of each Party may amend this Project Agreement.

All capitalized terms not defined herein will have the meanings given them in the Agreement.

1. Term.

June 22, 2020 to August 31, 2021.

2. Services to be Performed.

4FRONT will be responsible for the following deliverables during the term of the agreement;

- Develop partnership RFP process, negotiation, contract execution
  - 4FRONT will use its expertise to develop and execute a 4-week RFP process and negotiate partnerships with no less than one United States Olympic National Governing Body (NGB) for the Village to implement a \$100,000 sponsorship campaign with the selected NGB. The RFP will require NGBs to submit videos which will become the property of 4FRONT and the Village and can be publicly utilized by 4FRONT and the Village during the selection process.
  - 4FRONT will negotiate and administer contracts for customized assets that best align with Elk Grove Village’s sponsorship objectives to maximize value to drive business and marketing results.
- Create the marketing partnership
  - Together with the chosen NGB and Elk Grove Village, 4FRONT will design an innovative, world-class activation and communications strategy for the national marketing campaign, capitalizing on key tentpole moments before and after the 2021 Tokyo Olympics. This activation will include the development of appropriate logos for advertising purposes.
  - 4FRONT will complete, collaborate and execute a Promotional Calendar for this campaign on behalf of Elk Grove Village. A sample draft version of this calendar is provided in Exhibit C.
- Campaign activation & communications plan
  - 4FRONT will customize NGB marketing partnership assets and storyline to Elk Grove Village’s “Makers Wanted” brand promise, reimagining the art of possible of a non-traditional sponsorship around the most watched sporting event in the world. The strategy will build on the success of the Makers Wanted Bahamas Bowl and provide a powerful storytelling opportunity to celebrate and drive interest to the country’s largest industrial business park.

4FRONT will identify and cultivate earned media opportunities for the Village and its NGB partnership at an international, national and local level at the campaign launch and in key moments throughout the campaign.

- Campaign summary & recap
  - 4FRONT will provide a comprehensive business recap inclusive of media exposure measurement and a financial report showcasing the return on investment to Elk Grove Village. Estimated time frame: 30 days after completion of campaign
- Account Team Structure
  - 4FRONT will work alongside and execute a contract with Banner Collective to support and create at least 2 new TV commercials and reworked TV commercials for this campaign as well as buy media air time for the TV Commercials (see Exhibit E).
  - 4FRONT will work directly with the Village and identified key personnel and provide a 4FRONT manager to be the day-to-day contact for this work and participate in an agreed-upon schedule and regular cadence of status and planning meetings.
- 4FRONT will serve as the Project Manager and maintain the accountability for the creation and execution of the tasks and responsibilities associated with this project.

3. Compensation.

\$100,000 USD

- To be billed as outlined in Exhibit B of this agreement.
- Other anticipated out-of-pocket costs associated with this scope of service also noted in Exhibit B.

**Exhibit B  
4FRONT Payment Schedule**

<b>ELK GROVE VILLAGE   4FRONT PAYMENT SCHEDULE</b>					
<b>PAYMENT OF SERVICES SCHEDULE (INVOICE DATES: NET 30 DAYS)</b>					
	<b>June 2020</b>	<b>September 2020</b>	<b>December 2020</b>	<b>February 2021</b>	<b>May 2021</b>
Payment for 4FRONT Services rendered in accordance with the above Exhibit A	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000

Additional billing may include:

- 1) Not to exceed \$100,000 contractual sponsorship agreement with NGB as determined by the RFP and executed contract; and,
- 2) Not to exceed \$115,000 for creation of television commercials and ad buys in Exhibit E.

## **Exhibit C**

### **Sample Promotional Calendar**

Elk Grove will have a number of opportunities to activate the partnership. These tentpole opportunities will be determined upon selecting the winner and will include, but not limited to:

- Fueling positivity and doing good in Elk Grove Village and beyond
- Integrating Elk Grove messaging into athlete training and storytelling
- Trial Tournaments & Events - each NGB will have an event where their athletes qualify for the Olympics and Elk Grove will have branding integration opportunities
- Identify opportunities for athlete appearances In Elk Grove prior to and after the Olympics through ORD travel

#### **June - August 2020**

- **PR / Earned Media**

- **June 22-** National PR Announcement (AP) to announce plans to sponsor National Governing Bodies in pursuit of their Olympic and American Dreams
  - Localize incremental PR strategy to both Elk Grove and NGB audiences
  - Commence digital and analytics collection strategy
- **June 22** - Issue RFP and start selection process with potential help from former Olympic athlete
- **Week of July 6th** - Announce finalists from NGB submissions
- **Week of July 13<sup>th</sup>/20<sup>th</sup>** - Announce winner(s) to coincide with the original opening of the Olympic Games with a national PR announcement (AP and/or FORBES)

- **Community Activation**

- **July 4th** - Elk Grove Village modifies Its welcome signs to highlight how it is the place that "supports American dreams and is business friendly"
- **Post July 23** - Opportunity to create storyline / community activation around originally scheduled Tokyo 2020 Opening Ceremonies date
  - Host a virtual town hall with Olympic athletes/officials aligned with selected NGB partners
  - Opportunity to feature an athlete appearance (current/former Olympian)

- **Marketing**

- Create an opportunity for 1-2 Olympic athletes to work / intern In Elk Grove while training for the Olympic Games; spotlight their journey

#### **September - December 2020**

- **PR / Earned Media**

- Feature Olympic athletes/leaders in Elk Grove Village polos with American Dream testimonials; Imagery used on signs throughout Elk Grove Village during Olympics
- Elk Grove Village can spotlight companies from around the world who are investing in EGV

- **Business / Community**

- October - Integrate several Olympic athletes/legends in Elk Grove Village expo (live or virtually) talking about their quest for the American Dream and life as an entrepreneur when not competing
  - Includes athlete Q&A session for VIP guests, athlete meet-n-greet & autographs

- Motivational Messages / Comeback Stories
  - Elk Grove can have several athletes record :30-:60 motivational messages for businesses and residents that can be posted via social media
  - Elk Grove can have several athletes who battled back from injuries share their comeback story to help inspire EGV's comeback story from Impact of COVID-19
- Elk Grove can announce a new Green Medal Grants program that allows local businesses investing in sustainability / green Initiatives to be recognized & supported in a special way
- **Marketing**
  - Elk Grove Village can spotlight / integrate several businesses who offer services designed to help Olympic athletes journey better (on-site at events, at home, etc.)
  - Begin reinforcing the idea of Elk Grove Village as a place where the American Dream flourishes. Identify and tell stories surrounding both Olympic athletes and local businesses. Who are the members of the NGB team that have inspiring stories to tell, and how do those align with and showcase the ways that EGV is Beyond Business Friendly? How has EGV specifically helped a business achieve its dream?
  - Imagine a current or former Olympian standing side-by-side with a business owner. We bring together an Olympic athlete/team who got her degree in electrical engineering and the head of one of the new technology firms in the state-of-the-art technology park.
  - Banner creates at least 2 video profiles that can be strategically unleashed across target markets and demographics, with an emphasis on the importance of Elk Grove Village being Beyond Business Friendly and supportive of the American Dream.

### January - March 2021

- **PR / Earned Media**

- Elk Grove Village can spotlight several of the "best companies in the world" who've chosen to headquarter / invest in building their operations in Elk Grove Village

- **Marketing**

- Update Elk Grove Village digital/social channels to highlight it being a place that is business friendly and where the American Dream is possible (red white & blue thematic)
- Feature a series of Olympians on the Elk Grove Village podcast
- Digital billboards in Chicagoland highlighting "Elk Grove Village is business friendly and honored to support the American Dream" (with logos of partnering NGB's)
- Elk Grove Village can get a series of autographed merchandise that it can use as part of ceremonies recognizing new businesses moving / investing in the Village
- Bring a member or prominent alumni of NGB sport to Elk Grove Village for both a day-in-the-life internship at a relevant business that includes a photoshoot at an EGV business and an appearance at the Manufacturing and Technology Expo. Story featured in local newspapers and used to create a video profile that supports EGV's "Home of American Dreams" narrative.
- Activate assets with targeted spend across both linear and digital channels highlighting athletes and businesses that exemplify the American spirit and the ways that Elk Grove Village has supported them both by utilizing video assets captured in fall. Utilize both earned and paid media throughout.



- **Community**
  - Create an opportunity for Elk Grove businesses and citizens to team up to send an athlete's family to the Olympics to compete live
  - Opportunity for Elk Grove residents / businesses to volunteer at Olympic trial events

#### April - June 2021

- **PR / Earned Media (100 Days Out)**
  - Opportunity to create storyline / community activation on date marking 100 days out of the 2021 Olympics
    - Distribute replica gold medals to CEO's leading businesses throughout EGV
- **Marketing & Hospitality**
  - Create an opportunity for Elk Grove business owners to travel to Olympic Trials and see partner NGB's compete and enjoy special athlete clinic
  - Elk Grove branding /activation on-site at Olympic trial events
- **Community Activation**
  - Host an official sendoff party for several Olympic athletes with Chicagoland ties
  - Create special opportunities for residents throughout Elk Grove Village to interact with former Olympians and learn how to fence, etc.

#### July - September 2021

- **Community**
  - Host unofficial watch party in partnership with XFINITY, an Olympic sponsor
  - Incorporate an Olympic/Where American Dreams are Made thematic in summer concert series (distributing free American flags to all residents)
  - Residents - Distribute medals to all youth athletes in Elk Grove Village
  - Community - Hang red white and blue ribbons throughout the community
  - Elk Grove Village can have several athletes make appearances to sign autographs, take photos, and interact with businesses and residents
- **Marketing**
  - Summer of support: the village gears up for the Olympics by centering summer programming around the American effort in the Olympics. The summer concert series stage could be utilized to host watch parties the morning after a big concert. Pitch national story on town coming together to support the American Dream.
- **PR / Earned Media**
  - In the week following the 2021 Olympic Games, Mayor Johnson can make a special press announcement inviting Olympians from across the world to start their businesses and do business in Elk Grove Village
  - Utilizing appearance(s) by former Olympians turned entrepreneurs

**EXHIBIT D**  
**NGB Sponsorship Rights, Payment & Contract**

- **NGB Rights payment**
  - 4FRONT will coordinate payment to the selected National Governing Body, outlined as a part of the campaign in Exhibit A (2) at a rate of \$100,000 USD or less
  
- **NGB Contract**
  - 4FRONT will be responsible for the contract creation and payment schedule reflecting the selected National Governing Body on behalf of Elk Grove Village as outlined in campaign in Exhibit A (2).
  - Elk Grove Village will pay 4FRONT directly for the rights, which 4FRONT will then coordinate the appropriate payment schedule with the selected National Governing Body.

**EXHIBIT E**  
**Commercial Production & Media Buy**

- **Commercial Production & Media Buy**

- 4FRONT will contract Banner Collective to produce the associated commercials to promote the aforementioned campaign in Exhibit A (2) and place media with the combined cost of the commercials and media buy to not exceed \$115,000 USD for the term of the agreement.
- Elk Grove Village will pay 4FRONT directly for the commercials and media buy, which 4FRONT will then coordinate the appropriate payment schedule and contract with Banner Collective.

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

**A RESOLUTION ACCEPTING A DEED OF CONVEYANCE / BILL OF SALE OF MAINTENANCE BOND NO. PB 01741900032, IN THE AMOUNT OF \$262,012.70, EXPIRING JUNE 16, 2022, GUARANTEEING THE MAINTENANCE OF THE PUBLIC IMPROVEMENTS FOR THE ELK GROVE TECHNOLOGY PARK SUBDIVISION**

**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 and Board of Trustees do hereby accept a Deed of Conveyance / Bill of Sale for public improvements as described in the Mass Grading and Infrastructure Improvement Plans for the Elk Grove Technology Park prepared by Spaceco, Inc.

**Section 2:** That the Village of Elk Grove Village shall accept the original cash maintenance bond of \$262,012.70, which guarantees the public improvements of watermain, storm sewer, sanitary sewer, and roadway pavement for a period of two (2) years or June 16, 2022.

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

**VOTE:      AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED:**

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

**ATTEST:**

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

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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DEVELOPMENT AND COST REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND TGA O'HARE LOGISTICS CENTER IV LLC (202-228 E. DEVON AVENUE)**

---

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 COST REIMBURSEMENT AGREEMENT**

a copy of which is attached hereto and made a part hereof as if fully set forth.

**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 COST REIMBURSEMENT AGREEMENT

This Development and Cost Reimbursement Agreement (this “Agreement”), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”) between TGA O’Hare Logistics Center IV LLC, a Delaware limited liability company (“Developer”) and Elk Grove Village, Illinois (the “Village”).

### RECITALS:

Developer is in the process of developing certain real property located in Elk Grove Village, Illinois, fronting on Devon Avenue, containing approximately 8.82 acres (the “Property”). In connection with such development, Developer intends to widen and repave a portion of Devon Avenue adjacent to the Property. Developer has agreed to perform more such work than Developer had intended, and in consideration for such agreement, the Village has agreed to reimburse Developer for a portion of the cost of such road work, as set forth herein.

For and in consideration of the terms and conditions hereof, the parties hereby agree as follows:

1. Road Work. Developer will diligently proceed with the pavement widening and replacement depicted on Exhibit A attached hereto (the “Road Work”), at Developer’s cost and expense, subject to the terms of this Agreement.

2. Cost Reimbursement.

(a) The parties acknowledge that Developer had intended to do a lesser amount of work on the road than the Road Work requires, the cost estimate of which work is reflected on Exhibit B-1 (the “Proposed Cost Estimates”). The actual cost estimate of the Road Work, as Developer has agreed to expand it, is outlined on Exhibit B-2 (the “Actual Cost Estimate”).

(b) Within thirty (30) days after substantial completion of construction of the Road Work, and submission to the Village of copies final invoices, the Village will reimburse Developer in the amount of \$567,833.50, unless otherwise modified as mutually agreed to in writing, which represents the difference between the Actual Cost Estimate and the Proposed Cost Estimate.

(c) The invoice submitted by Developer will be in a form and content reasonably acceptable to the Village and will contain reasonable detail describing the basis for the invoiced amount, and a description of all costs included in such invoice. Developer will furnish such receipts, documents and other supporting materials as the Village may reasonably request to verify the contents and accuracy of the invoice.

3. Standard of Work. All construction, installation and other work performed by Developer in connection with the Road Work shall be performed in a good and workmanlike manner, in compliance with governmental laws and ordinances, and in a manner and at such times as will minimize interruption of the use of Devon Avenue.

4. Notice. All notices or other communications given under this Agreement shall be in writing and delivered personally, by certified mail, id, or by overnight courier (such as Federal express), or by email, sent to the following addresses:

If to Developer:

TGA O'Hare Logistics Center IV LLC  
2300 N Field Street, Suite 1650  
Dallas, TX 75201  
Attn: Louis Bauer  
Email: Louis.bauer@nuveen.com

with a copy to

Seefried Development Management, Inc.  
8745 W. Higgins Road, Suite 220  
Chicago, IL, 60631  
Attn: Doug Houser  
Email: doughouser@seefriedproperties.com

If to the Village:

Village Manager's Office  
Attention: Village Manager  
901 Wellington Ave.  
Elk Grove Village, IL 60007  
Email: rrummel@elkgrove.org

With a copy to

Village Clerk's Office  
Attention: Lorrie Murphy  
901 Wellington Ave.  
Elk Grove Village, IL 60007  
Email: lmurphy@elkgrove.org

Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section.

5. Miscellaneous.

(a) This Agreement shall be governed and construed under the laws of the State of Illinois.

(b) Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates set forth below.

**Developer:**

TGA O'Hare Logistics Center IV LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**The Village:**

Village of Elk Grove Village

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_





## EXHIBIT B-1

### Proposed Cost Estimates



**PROJECT:** Devon Ave.  
**LOCATION:** Elk Grove Village, IL

R.W. Dunteman Company  
600 S. Lombard Road, Addison, IL 60101  
O:(630) 953-1500 F: (630) 932-0994

Partial Replacement

Item #	Description	Unit	Quantity	Unit Price	Biditem Total
1	CURB DEMOLITION	LF	2,000	\$4.40	\$8,800.00
2	PCC PAVEMENT/CORRUGATED MEDIAN DEMOLITION	SY	1,840	\$9.00	\$16,560.00
3	APHALT PAVEMENT DEMOLITION	SY	475	\$8.00	\$3,800.00
3	EXCAVATION	CY	833	\$23.00	\$19,159.00
4	TRAFFIC CONTROL	LS	1	\$26,000.00	\$26,000.00
4	CONSTRUCTION LAYOUT	LS	1	\$10,000.00	\$10,000.00
5	M2-12 CURB AND GUTTER	LF	250	\$21.00	\$5,250.00
6	B6-24 CURB AND GUTTER	LF	1,750	\$27.00	\$47,250.00
7	PCC PAVEMENT - 10"	SY	1,920	\$68.00	\$130,560.00
8	12" AGGREGATE SUBGRADE (3" CA-6 AND 9" PGE)	SY	2,300	\$12.00	\$27,600.00
9	ASPHALT DRIVE REM & REPL(8" AGG, 2.25" BI, 1.5" SC	SY	20	\$70.00	\$1,400.00
10	STRIPING	LS	1	\$6,145.00	\$6,145.00
11	C-4 MEDIAN	SF	2,780	\$15.00	\$41,700.00
12	SILT FENCE/EROSION CONTROL/STREET SWEEPING	EA	1	\$40,000.00	\$40,000.00
13	STORM SEWER ADJUSTMENTS	LS	1	\$89,500.00	\$89,500.00
14	FURNISH AND PLACE TOPSOIL	LS	29,470	\$0.50	\$14,735.00
15	SODDING	LS	29,470	\$1.80	\$53,046.00
16	CCDD TESTING	LS	1	\$5,000.00	\$5,000.00
<b>Bid Total:</b>					<b>\$546,505.00</b>

## **EXHIBIT B-2**

### Actual Cost Estimates



**PROJECT:** Devon Ave.  
**LOCATION:** Elk Grove Village, IL

R.W. Dunteman Company  
600 S. Lombard Road, Addison, IL 60101  
O:(630) 953-1500 F: (630) 932-0994

#### Full Lane Replacement

Item #	Description	Unit	Quantity	Unit Price	Biditem Total
1	CURB DEMOLITION	LF	3,525	\$4.40	\$15,510.00
2	PCC PAVEMENT/CORRUGATED MEDIAN DEMOLITION	SY	5,740	\$9.00	\$51,660.00
3	ASPHALT PAVEMENT DEMOLITION	SY	735	\$8.00	\$5,880.00
4	EXCAVATION	CY	2,480	\$20.25	\$50,220.00
5	TRAFFIC CONTROL	LS	1	\$32,000.00	\$32,000.00
6	CONSTRUCTION LAYOUT	LS	1	\$10,000.00	\$10,000.00
7	M2-12 CURB AND GUTTER	LF	915	\$21.50	\$19,672.50
8	B6-24 CURB AND GUTTER	LF	1,850	\$28.00	\$51,800.00
9	PCC PAVEMENT - 10"	SY	7,110	\$69.00	\$490,590.00
10	12" AGGREGATE SUBGRADE (3" CA-6 AND 9" PGE)	SY	7,465	\$12.00	\$89,580.00
11	ASPHALT PAVEMENT MEDIAN	SY	355	\$122.00	\$43,310.00
12	ASPHALT DRIVE REM & REPL(8" AGG, 2.25" BI, 1.5" SC	SY	100	\$90.00	\$9,000.00
13	WATERMAIN/SEWER/HYDRANTS/SILT FENCE/INLET PROTECTION	LS	1	\$157,222.00	\$157,222.00
14	STRIPING/SIGNAGE/RAISED REFLECTOF	LS	1	\$15,113.00	\$15,113.00
15	FURNISH AND PLACE TOPSOIL	SF	29,470	\$0.50	\$14,735.00
16	SODDING	SF	29,470	\$1.80	\$53,046.00
17	CCDD TESTING	LS	1	\$5,000.00	\$5,000.00
<b>Bid Total:</b>					<b>\$1,114,338.50</b>

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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A PRE-ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE DESIGNATED OWNERS OF PROPERTY TO BE ANNEXED TO THE VILLAGE (C & R OAKTON HIGGINS, INC.)**

**WHEREAS**, on July 7, 2020, a public hearing was held pursuant to Section 65 ILCS 5/11-15.1 et. seq. of the Illinois Municipal Code to consider the approval of a Pre-Annexation Agreement between the Village of Elk Grove Village and the designated owners of property to be annexed to the Village; and

**WHEREAS**, as a result of the testimony and evidence presented at said public hearing, the Mayor and Board of Trustees of the Village of Elk Grove Village find and believe it to be in the best interest of the Village that the Pre-Annexation Agreement between the Village and Owners be approved.

**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 a Pre-Annexation Agreement between the Village of Elk Grove Village and the designated owners which is attached hereto and made a part hereof 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**

**P.I.N.**  
**08-26-101-010-0000**

**Return to:**  
**Village Clerk**  
**Elk Grove Village**  
**901 Wellington Avenue**  
**Elk Grove Village, Illinois 60007**

*(For Recorder's Use Only)*

**PRE-ANNEXATION AGREEMENT**

THIS PRE\_ANNEXATION AGREEMENT (“AGREEMENT”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the VILLAGE OF ELK GROVE VILLAGE, an Illinois home rule municipal corporation (“Village”) and C & R OAKTON HIGGINS, INC., an Illinois corporation (the “Owner”) (the Owner and the Village being sometimes hereinafter referred to individually as “Party” and collectively as the “Parties”).

**WITNESSETH:**

WHEREAS, the Owner holds legal and equitable title to the property commonly known as 1907 East Higgins Road, Elk Grove Village, Illinois, legally described on Exhibit A attached hereto and by this reference, incorporated herein (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Subject Property is presently situated within the unincorporated areas of the County of Cook and is contiguous to the corporate limits of the Village; and

WHEREAS, the Subject Property constitutes territory which may be annexed to the Village as provided by 65 ILCS 5/7-1-1 *et seq.*; and

WHEREAS, the Subject Property has not been annexed to any other municipality; and

WHEREAS, the Subject Property is comprised of approximately 0.41 acres and is presently improved with a one (1) story building and a one story accessory building for a commercial business, Automotive Service Station (“Current Use”); and

WHEREAS, the Owner is desirous of annexing the Subject Property to the Village pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, a Petition for Annexation to annex the Subject Property has been filed with the Village pursuant to 65 ILCS 5/7-1-1 and 5/7-1-8, as signed by the owner of record of the Subject Property; and

WHEREAS, the Parties desire to enter into an agreement with respect to the annexation of the Subject Property and various other matters pursuant to 65 ILCS 5/11-15.1-1 *et seq.*, as amended; and

WHEREAS, pursuant to due notice in the manner provided by law, all public hearings, as required by law, have been held by the Plan Commission and by the Mayor and Board of Trustees of the Village (the “Corporate Authorities”), upon the matters covered by this Agreement; and

WHEREAS, all other notices required by law to be given have been given; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the annexation, and rezoning of the Subject Property, upon the terms and conditions hereinafter set forth, would further the growth of the Village and enable the Village to control the development of the area and serve the best interests of the Village; and

WHEREAS, by the favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the Village then holding office, a Resolution has heretofore been adopted authorizing the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the Parties hereto agree as follows:

ARTICLE I  
INCORPORATION OF RECITALS

The Parties hereby confirm the validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same 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 and the same shall continue for so long as this Agreement is in full force and effect.

ARTICLE II  
AUTHORITY

This Agreement is made and entered into by the Parties pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1 *et seq.*

ARTICLE III  
MUTUAL ASSISTANCE

The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the giving of such notices, the holding of such public hearings, and the enactment by the Village of such resolutions and ordinances, the execution of such permits, applications and

agreements and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

ARTICLE IV  
ANNEXATION

The Parties respectively agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village within thirty (30) days after the execution of this Agreement.

Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the Village's lawful authority to annex the Subject Property or challenge the method or procedures by or through which the Parties purported to cause the Subject Property to be annexed to the Village, the Parties agree that they shall fully cooperate, as provided in Article III hereof, to defend such cause of action.

Should a court of competent jurisdiction finally determine that annexation of the Subject Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Subject Property, the Parties agree to promptly cause the Subject Property to be re-annexed to the Village in a manner which satisfies all procedural requirements.

Should a court of competent jurisdiction finally determine that annexation of the Subject Property by the Village was without lawful authority (*i.e.*, lack of contiguity), the Parties agree that this Agreement shall thereafter be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Subject Property become contiguous to the Village, if that was the case, the Parties agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the Subject Property to the Village.

ARTICLE V  
APPLICABLE MUNICIPAL STANDARDS

Upon the annexation of the Subject Property, all zoning, subdivision, building and development of the Subject Realty shall be undertaken in conformity with the requirements of all applicable Village codes, ordinances, rules, regulations and standards generally in force, from time to time, within the Village, except to the extent that the same are superseded by more restrictive standards imposed by other regulatory authorities having jurisdiction, or as the same may be specifically modified or waived by the terms of this Agreement. Said applicable municipal zoning, ordinances, codes, regulations or standards shall otherwise be referred to herein as the "Village Zoning Ordinance" and/or "Village Code," as applicable and as amended.

ARTICLE VI  
REZONING AND NON-CONFORMING STANDARDS

Either to be included in the ordinance annexing the Property or in an ordinance immediately following the passage of the annexing ordinance, the Village Corporate Authorities shall rezone the Property to the B-3 Automotive Business Zoning District. Upon annexation, to the extent that the existing structure, business and use do not specifically or fully comply with all applicable Village Zoning Ordinance regulations or any other Village Code provision at the time of annexation, the existing structures and uses, including but not limited to the Current Use, parking requirements, floor area ratios, heights, setbacks and signage shall be deemed lawful existing non-conforming uses and structures. The Owner shall have the right and authority to continue to occupy, operate, maintain and repair the existing structure located upon the Subject Property for the purposes of the Current Use currently engaged in by the Owner, and for such additional uses permitted pursuant to the applicable Zoning Ordinance and pursuant to the provisions of the Village Code. No alterations to, improvements or retrofitting of any kind shall be required to any improvement on the Subject Property pursuant to the Village Zoning Ordinance and/or other provisions of the Village Code as a result of this annexation except to the extent necessary to connect to the municipal services contemplated herein, including fire alarm and direct connect requirements of the Fire Department. For avoidance of doubt, however, the foregoing shall not require installation of sprinklers or connection to the water line. Classification as a legal non-conforming structure and use shall continue in effect upon expiration of this Agreement.

In addition, any limitation on repairs or alterations, additions and enlargements, moving, restoration, discontinuance, or change in structure and/or use during the term of this Agreement is contained in Section 3-6 of Chapter 3 of the Zoning Ordinance shall not be applicable as it is the agreement of the Parties that the Current Use and improvement of the Subject Property may be permitted, maintained and re-established substantially in conformance with its present capacity into the future without restriction, excepting, however, that in the event of any casualty or loss to the structure in excess of fifty (50%) percent of its replacement value, or the enlargement or replacement in excess of fifty (50%) of the existing value of the structure, the Village shall require conformance with any building codes, regulations, or any other ordinances then in effect.

The Parties understand that at some future date the Owner may, in the Owner's sole discretion, re-develop some or all of the Subject Property, other than the Current Use, and that such re-development, other than the Current Use, will comply with the Village Zoning Ordinance and other Village Code requirements of the Village in effect at the time of re-development.

Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the rezoning of the Subject Property as provided in this Agreement, the Parties agree that they shall fully cooperate, as provided in Article III hereof, to defend such cause of action. Further, the Parties specifically agree that to the extent such litigation proves successful, the Village shall take such legislative action as then may be lawfully required to cause the Subject Property to be zoned for the purposes herein contemplated.

## ARTICLE VII ANNEXATION FEES

The Owner and Village agree that the Village shall waive all fees with respect to consideration of this Agreement and the annexation of the Subject Property to the Village,



including, but not limited to, all tap on fees, connection fees, impact fees, donations, dedications and the like. Each party will be responsible for its own out-of-pocket expenses in connection with the negotiation and execution of this Agreement, including, but not limited to attorney's fees, planning and engineer consultant fees, court reporter fees, publication costs, etc.

The Village represents to the Owner, upon which representation the Owner relies that no current recapture or similar fee shall be applicable to the Subject Property upon annexation to the Village.

The Village further acknowledges that any future leasing of the Subject Property generally consistent with the existing uses shall not require any special Village inspections, other than routine inspections, applicable to all businesses within the Village.

#### ARTICLE VIII POTABLE WATER SERVICE

The Property is not currently served by any municipal water system. In order to connect the Property to the Village's municipal water system and to accommodate the potable water and fire protection needs of the Property as set forth below, the Village, at its sole cost and expense, shall construct an 8" water service line under Higgins Road (IL Rte 72) to connect to the Village's water main on the west side of Higgins Road (IL Rte 72) to the Owner's property line as part of the Higgins Road (IL Rte 72) Water Main Extension Project and at a mutually agreeable location to the parties. At the time the Property Owner connects to the service line the entire service line back to the Village's Water Main becomes the responsibility of said Owner. The Owner, however, shall have no obligation to connect to the service line.

The Village represents and warrants to Owner that once the Higgins Road (IL Rte 72) Water Main Extension Project is completed, (i) potable water shall be delivered to the Property at all times and such water shall be treated and filtered water complying with applicable Safe Drinking Water Act requirements; and (ii) the supply of potable water to the Property shall, at all times, have sufficient pressure and capacity to accommodate the connection to the anticipated potable water and fire protection needs of the Subject Property. The Village's obligations under this section are subject to delay as a result of circumstances which are beyond the reasonable control of the Village (which circumstances may include water service problems, acts of God, war, acts of civil disobedience, strikes or similar acts).

The Village shall cooperate with Owner and execute all applications, permit requests and other documents which are or may be required, in connection with the provision of potable water service and fire protection for the benefit of the Property which shall be provided by the Village.

The Village agrees to waive any and all water connection fees and tap-on fees. However, Owner shall be responsible for water usage and/or recurring user fees and charges that are in effect and applicable to other users of the Village's municipal water system and which are due to the Village in connection with Owner's consumption of water.

ARTICLE IX  
NO DISCONNECTION, DE-ANNEXATION OR ANNEXATION  
TO ANOTHER MUNICIPALITY

For a period of twenty (20) years from the date the Subject Property is annexed to the Village, neither the Owner nor any of its successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or de-annexation of the Subject Realty from the Village, unless the Village is in breach of this Agreement and has failed to cure said breach, then the Owner shall have the right, but not the obligation, to de-annex or disconnect. For a period of twenty (20) years from the effective date of this Agreement, neither the Owner nor any of its successors in interest shall file, cause to be filed, or take any action that would result in the annexation of the Subject Realty to any other municipality.

ARTICLE X  
RECORDATION

The Parties agree to do all things necessary to cause this Agreement to be recorded in the Office of the Recorder of Deeds, Cook County, Illinois.

ARTICLE XI  
MISCELLANEOUS PROVISIONS

A. NOTICES: All notices or other communications required or permitted hereunder shall be in writing, and shall be: (i) personally delivered; (ii) sent by facsimile telecommunications (followed by next day overnight delivery service); (iii) sent by overnight air express service; or (iv) sent by registered or certified mail, postage prepaid, return receipt requested. The foregoing notwithstanding, notice by electronic mail (email) to the attorney for a Party shall be sufficient notice under this Agreement, provided that a copy of such electronic mail follows by first class mail. All notices must be addressed to the Parties hereto at their respective addresses set forth below:

1. The Village at:

Village of Elk Grove  
901 Wellington Avenue  
Elk Grove Village, Illinois 60007  
Attn: Village Manager  
Phone: (847) 357-4011

With a copy to:

Village of Elk Grove Village  
901 Wellington Avenue  
Elk Grove Village, Illinois 60007  
Attn: Village Clerk  
Phone: (847) 357-4042

2. The Owner at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_

3. To any such other person or place which any Party hereto, by its prior written notice, shall designate for notice to it from the other Parties hereto.

B. **BINDING EFFECT, TERM AND AMENDMENT:** Except as otherwise herein provided, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, successor owners of record of the Subject Property, their assigns, lessees and upon any successor municipal authority of the Village, for a period of twenty (20) years from the date set forth in the first paragraph of this Agreement. It is hereby understood and agreed that this Agreement is a covenant running with the land and is binding thereon. All persons who take title to any part of the Subject Property shall comply with the provisions of this Agreement. This Agreement may be amended from time to time with the consent of the Parties hereto, pursuant to statute in such case made and provided.

C. **SEVERABILITY:** This Agreement is entered into pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.* In the event any part or portion of this Agreement, or any provision, clause, wording or designation contained within this Agreement is held to be invalid by any court of competent jurisdiction, such part, portion, provision, clause, wording or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect the remaining portions hereof.

D. **ENFORCEABILITY:** This Agreement shall be enforceable in any court of competent jurisdiction by any of the Parties hereto by any appropriate action at law or in equity, including, without limitation, the right of any Party hereto to seek specific performance of the terms hereof. The Parties' rights and remedies hereunder shall be cumulative; the exercise of any rights or remedies shall neither preclude enforcement of other rights and remedies nor waive other rights and remedies; and the failure of either party to exercise any rights or remedies shall neither preclude enforcement of any rights or remedies nor constitute a waiver of any rights or remedies.

E. SURVIVAL OF REPRESENTATIONS: Each of the Parties hereto, for themselves, their successors, assigns, heirs, devisees and personal representatives, agrees that the warranties and recitals set forth in the preambles hereto are material to this Agreement, and the Parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement, and the same shall continue during the term of this Agreement. The provisions of this Agreement shall survive the annexation and rezoning of the Subject Property by the Village, and shall not be merged or expunged by such annexation and rezoning.

F. GENDER: Unless the provisions of this Agreement otherwise require, words imparting the masculine gender shall include the feminine; words imparting the singular number shall include the plural; and words imparting the plural shall include the singular.

G. CAPTIONS AND PARAGRAPH HEADINGS: The captions and paragraph headings incorporated herein are for reference only and are not part of this Agreement.

H. NO PERSONAL LIABILITY OF CORPORATE AUTHORITIES: The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village and the corporate authorities of the Owner are entering into this Annexation Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

I. EFFECTIVE DATE: The effective date of this Annexation Agreement shall be the date that the Village Clerk for the Village attests the signature of the Mayor as set forth below.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

VILLAGE:

VILLAGE OF ELK GROVE VILLAGE, an Illinois municipal corporation,

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

ATTEST:

\_\_\_\_\_  
Village Clerk

OWNER:

C & R OAKTON HIGGINS, INC., an Illinois corporation

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

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK         )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Craig B. Johnson, Mayor of the Village of Elk Grove Village, and Loretta M. Murphy, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of C & R Oakton Higgins, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this date in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

PIN #08-26-101-010-0000

1907 Oakton Street, Elk Grove Village, Illinois 60007

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 378.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 26, SAID POINT BEING THE INTERSECTION OF THE CENTER LINE OF HIGGINS ROAD WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF HIGGINS ROAD AS IMPROVED, ON A LINE MAKING AN ANGLE 49°24'24" FROM EAST TO SOUTHEAST WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 350.00 FEET; THENCE NORTHEASTERLY ON A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF HIGGINS ROAD A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF HIGGINS ROAD AS IMPROVED AND OCCUPIED; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE NORTHEASTERLY LINE OF HIGGINS ROAD A DISTANCE OF 58.00 FEET; THENCE NORTHEASTERLY A DISTANCE OF 64.43 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULARLY TO THE AFOREMENTIONED NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 AND THROUGH A POINT ON SAID NORTH LINE 310.00 FEET EAST (AS MEASURED ALONG THE NORTH LINE) OF THE POINT OF COMMENCEMENT HEREINABOVE DESCRIBED; THENCE NORTH ALONG THE LAST DESCRIBED PERPENDICULAR LINE A DISTANCE OF 58.00 FEET TO A POINT ON THE SOUTH LINE OAKTON STREET PER DOCUMENT #9967969 RECORDED MARCH 27, 1928; THENCE WEST ALONG SAID SOUTH LINE 161.61 FEET TO A POINT 40.00 FEET EAST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH AFORESAID NORTHEASTERLY LINE OF HIGGINS ROAD; THENCE SOUTHWESTERLY 33.51 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY LINE OF HIGGINS ROAD, SAID POINT BEING 40.00 FEET SOUTHEAST OF THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE WITH THE AFORESAID SOUTH LINE OF OAKTON STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF HIGGINS ROAD A DISTANCE OF 163.61 FEET TO THE HEREIN ABOVE DESCRIBED POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

CONTAINING 17,875 SQUARE FEET (0.41 ACRES), MORE OR LESS.

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

**AN ORDINANCE ANNEXING AND REZONING CERTAIN TERRITORY TO THE VILLAGE OF ELK GROVE VILLAGE (C & R OAKTON HIGGINS, INC.)**

**WHEREAS**, a written petition has been filed with the Village Clerk of the Village of Elk Grove Village by C & R Oakton Higgins, Inc., said Petition seeking annexation to the Village of Elk Grove Village of certain land and territory legally described hereinafter; and

**WHEREAS**, said territory consists of approximately 0.41 acres, more or less, which is contiguous to the Village and not within the corporate limits of any other municipality; and

**WHEREAS**, the corporate authorities of the Village of Elk Grove Village are desirous of annexing said property to the Village of Elk Grove Village; and

**WHEREAS**, any Fire Protection District, Library District, Township Road Commissioner, Township Corporate Authority or other entity or person entitled to notice of the annexation of the Territory has been given such notice as is required by law; and

**WHEREAS**, the affidavits of service of such notices required herein are on deposit with the Village Clerk and have been recorded in the office of the Recorder of Deeds of Cook County, as is required by law; and

**WHEREAS**, the Plan Commission of the Village of Elk Grove Village, at a public hearing duly called and held according to law, considered the question of the annexation and rezoning of the subject property and have issued a Finding of Fact related thereto; and

**WHEREAS**, the Developer and the Village have entered into a valid and binding Pre-Annexation Agreement (the "Annexation Agreement") with respect to the annexation of the subject property to the Village, which Annexation Agreement was considered at a Public Hearing duly called and held according to law, and which Annexation Agreement was approved by the Mayor and Board of Trustees of the Village pursuant to Resolution No. \_\_\_\_\_ duly passed and approved this 7<sup>th</sup> day of July, 2020 by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the Village then holding office which Resolution by this reference is incorporated herein; and

**WHEREAS**, the Mayor and Board of Trustees find and believe it to be in the best interest of the Village that said land and territory be annexed to the Village according to the provisions of the Annexation Agreement and pursuant to the provisions of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1, *et seq.*) and be zoned upon annexation.

**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 land and territory legally described in Exhibit A, attached hereto and by this reference incorporated herein, which land and territory is contiguous to the Village of Elk Grove Village and not within the corporate limits of any other municipality, be and the same is hereby annexed to the Village, so that said territory shall be included within the boundary limits of said Village as is by law in such case made and provided.



**Section 2:** That upon annexation, said property shall be rezoned from the I-1 Restricted Industrial District to the B-3 Business District: Automotive Oriented District as recommended by the Plan Commission.

**Section 3:** That this annexation is in conjunction with and subject to the terms and conditions set forth in the Annexation Agreement heretofore incorporated by reference into this Ordinance.

**Section 4:** That the Village Clerk of the Village of Elk Grove Village is directed to record a certified copy of this ordinance together with a plat of annexation of said territory, as attached hereto as Exhibit B, with the Recorder of Deeds of Cook County Illinois.

**Section 5:** That the Village Clerk is hereby directed to file with the County Clerk and the Cook County Election Department a certified copy of this ordinance together with a plat of annexation of said territory, and to report the annexation of the territory to the proper postal service officials.

**Section 6:** That the Village Clerk is directed to amend the official Village map in accordance with the provisions of this ordinance.

**Section 7:** That the Village Clerk is authorized to publish this ordinance in pamphlet form.

**Section 8:** That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form 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**

**PUBLISHED this \_\_\_\_\_ day of July 2020 in pamphlet form.**

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

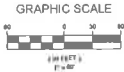
**1907 OAKTON STREET, PIN #08-26-101-010-0000**

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 378.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 26, SAID POINT BEING THE INTERSECTION OF THE CENTER LINE OF HIGGINS ROAD WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF HIGGINS ROAD AS IMPROVED, ON A LINE MAKING AN ANGLE 49°24'24" FROM EAST TO SOUTHEAST WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 350.00 FEET; THENCE NORTHEASTERLY ON A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF HIGGINS ROAD A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF HIGGINS ROAD AS IMPROVED AND OCCUPIED; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE NORTHEASTERLY LINE OF HIGGINS ROAD A DISTANCE OF 58.00 FEET; THENCE NORTHEASTERLY A DISTANCE OF 64.43 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULARLY TO THE AFOREMENTIONED NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 AND THROUGH A POINT ON SAID NORTH LINE 310.00 FEET EAST (AS MEASURED ALONG THE NORTH LINE) OF THE POINT OF COMMENCEMENT HEREINABOVE DESCRIBED; THENCE NORTH ALONG THE LAST DESCRIBED PERPENDICULAR LINE A DISTANCE OF 58.00 FEET TO A POINT ON THE SOUTH LINE OAKTON STREET PER DOCUMENT #9967969 RECORDED MARCH 27, 1928; THENCE WEST ALONG SAID SOUTH LINE 161.61 FEET TO A POINT 40.00 FEET EAST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH AFORESAID NORTHEASTERLY LINE OF HIGGINS ROAD; THENCE SOUTHWESTERLY 33.51 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY LINE OF HIGGINS ROAD, SAID POINT BEING 40.00 FEET SOUTHEAST OF THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE WITH THE AFORESAID SOUTH LINE OF OAKTON STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF HIGGINS ROAD A DISTANCE OF 163.61 FEET TO THE HEREIN ABOVE DESCRIBED POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

CONTAINING 17,875 SQUARE FEET (0.41 ACRES), MORE OR LESS.

# EXHIBIT B

## PLAT OF ANNEXATION TO THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

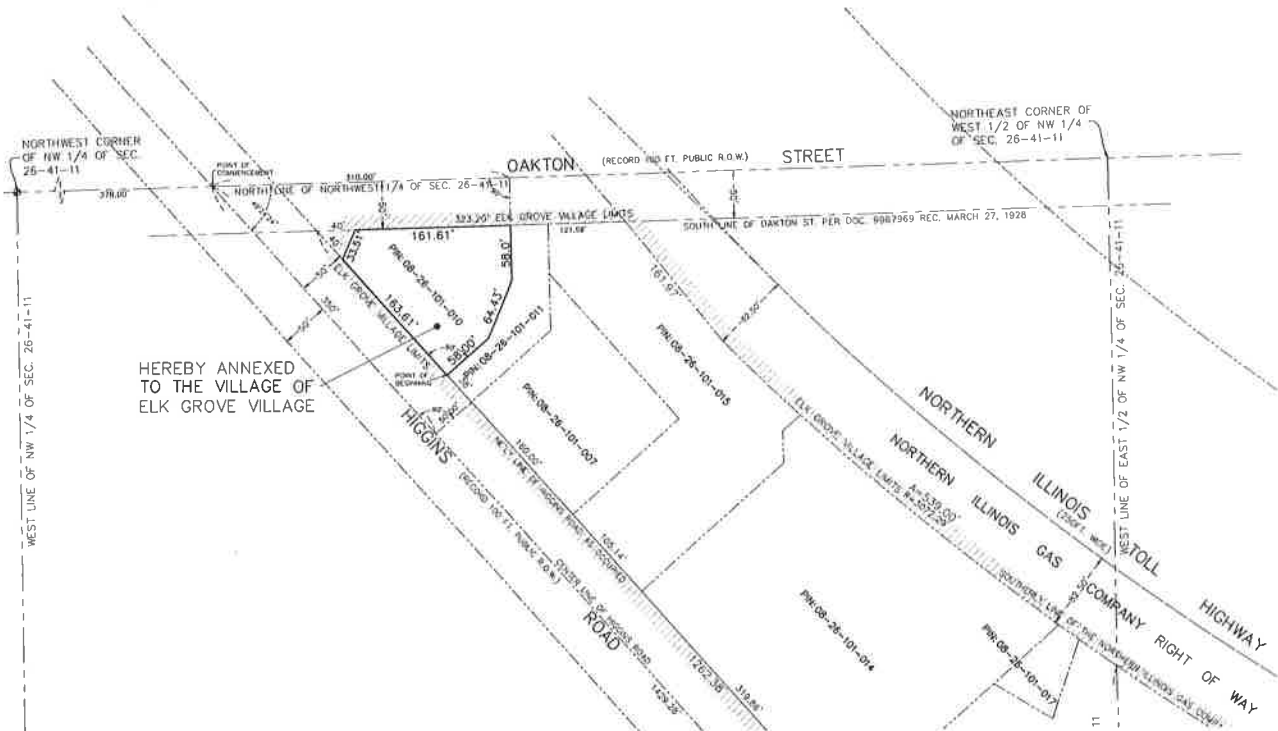


THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 378.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 26, SAID POINT BEING THE INTERSECTION OF THE CENTER LINE OF HIGGINS ROAD WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF HIGGINS ROAD AS IMPROVED, ON A LINE MAKING AN ANGLE 41°24' FROM EAST TO SOUTHWEST WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 300.00 FEET; THENCE NORTHEASTERLY ON A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF HIGGINS ROAD A DISTANCE OF 83.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF HIGGINS ROAD AS IMPROVED AND OCCUPIED; THENCE NORTHEASTERLY ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE NORTHEASTERLY LINE OF HIGGINS ROAD A DISTANCE OF 28.89 FEET; THENCE NORTHEASTERLY A DISTANCE OF 84.41 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULARLY TO THE FOREMENTIONED NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 AND THROUGH A POINT ON SAID NORTH LINE 310.00 FEET EAST (AS MEASURED ALONG THE NORTH LINE OF THE POINT OF COMMENCEMENT HEREBY DESCRIBED); THENCE NORTH ALONG THE LAST DESCRIBED PERPENDICULAR LINE A DISTANCE OF 58.00 FEET TO A POINT ON THE SOUTH LINE DARTON STREET PER DOCUMENT 9987969 RECORDED MARCH 27, 1928; THENCE WEST ALONG SAID SOUTH LINE 101.61 FEET TO A POINT 43.00 FEET EAST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH AFORESAID NORTHEASTERLY LINE OF HIGGINS ROAD; THENCE SOUTHWESTERLY 3.81 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY LINE OF HIGGINS ROAD; SAID POINT BEING 40.00 FEET SOUTHWEST OF THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE WITH THE AFORESAID SOUTH LINE OF DARTON STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF HIGGINS ROAD A DISTANCE OF 184.11 FEET TO THE HEREIN ABOVE DESCRIBED POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

CONTAINING 17,875 SQUARE FEET (0.41 ACRES), MORE OR LESS

PIN:  
08-26-101-010



HEREBY ANNEXED  
TO THE VILLAGE OF  
ELK GROVE VILLAGE

**VILLAGE BOARD CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, HAD TO CERTIFY THAT THIS ACCURATE MAP OF TERRITORY ANNEXED IS IDENTIFIED AS THAT INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF ELK GROVE VILLAGE BY ORDINANCE NO. \_\_\_\_\_ ADOPTED BY THE MAYOR AND THE BOARD OF TRUSTEES OF SAID VILLAGE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A. D. 2019.

BY: \_\_\_\_\_  
VILLAGE MAYOR

PRINTED NAME \_\_\_\_\_

ATTEST: \_\_\_\_\_  
VILLAGE CLERK

PRINTED NAME \_\_\_\_\_

REVISED AUGUST 28, 2018 PER CREED EMAIL

STATE OF ILLINOIS  
COUNTY OF COOK

**GREMLEY & BREDERMANN**  
PLAT COMPANIES

1011 N. LAUREL STREET  
CHICAGO, IL 60610  
TEL: 312.467.8800 FAX: 312.467.8801

ORDER NO. 2019-26892-001

DATE: JULY 8, 2019

PRICE PER PAGE: 1 OF 1

NOTES:

1. This is a plat of land and does not constitute a deed and any work done on the land and any other work done on the land shall be done at the owner's expense and not the engineer's expense.

2. No dimensions shall be corrected by the measuring engineer upon the plat.

3. Unless otherwise noted the bearing, distance, elevation, datum and coordinate datum used are assumed.

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STATE OF ILLINOIS  
COUNTY OF COOK

I, **STEVEN S. STODOL**, A PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT HEREIN DRAWN FROM PREVIOUS PLATS AND RECORDS FOR THE PURPOSE OF ANNEXING THE SAME AS SHOWN ON THE PLAT HEREBY DRAWN. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

SIGNATURE: \_\_\_\_\_  
DATE: AUGUST 23, 2019

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 23861  
My license expires November 30, 2020