



AGENDA

REGULAR VILLAGE BOARD MEETING

August 11, 2020
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR STEFAN POTUZNİK, CHRISTUS VICTOR LUTHERAN CHURCH)

3. APPROVAL OF MINUTES OF JULY 7, 2020 AND JULY 16, 2020

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: JULY 7, 2020	\$1,101,404.40
JULY 31, 2020	\$3,089,150.65
AUGUST 11, 2020	\$1,664,092.13

6. CONSENT AGENDA

- a. Consideration of a request from the Elk Grove Village Public Library, 1001 Wellington Avenue, to waive permit fees for mechanical repairs in the amount of \$254.

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

(The Director of Community Development recommends approval.)

- b. Consideration of requests from Living Hope Church, 777 Meacham Road, to waive permit fees in the amount of \$634 for the following projects:

- Parking lot maintenance in the amount of \$588
- Electrical work on an existing monument sign in the amount of \$46

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

(The Director of Community Development recommends approval.)

- c. Consideration of a request from AMITA Health - Alexian Brothers Medical Center, 800 Biesterfeld Road, to waive permit fees for ADA parking lot updates in the amount of \$1,500

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

(The Director of Community Development recommends approval.)

- d. Consideration of requests from the Elk Grove Park District to waive permit fees in the amount of \$99,120 for the following projects:

- New clubhouse and maintenance building construction at Fox Run Golf Links, 333 Plum Grove Road, in the amount of \$98,720;
- Outdoor drinking fountain and backflow prevention installation at Fox Run Golf Links, 333 Plum Grove Road, in the amount of \$149; and
- Pavilion emergency generator replacement at 1000 Wellington Avenue, in the amount of \$251

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

(The Director of Community Development recommends approval.)

- e. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for a Special Use Permit to develop a public dog park with adjoining parking lot at 614 Perrie Drive.

(The Elk Grove Park District is petitioning the Village for a Special Use Permit to develop a public dog park with adjoining parking lot at 614 Perrie Drive.

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

- f. Consideration of a request from Meet Chicago Northwest Convention Bureau for payment of annual dues for FY 2020-21 in the amount of \$89,311.13

(The annual dues rate is based on 10% of the 4% hotel/motel taxes collected. (Compared to last year, this year's distribution to the Meet Chicago Northwest decreased by \$18,183.)

- g. Consideration to award a professional service contract to M.E. Simpson Co., Inc. of Valparaiso, IN for professional engineering services for a water distribution leak survey in the amount of \$38,610 from the Water and Sewer Fund.

(A proposal was solicited from M.E. Simpson Co., Inc. of Valparaiso, IN for water distribution system leak detection survey.

(M.E. Simpson Co., Inc. will perform a leak detection survey on approximately 198 miles of watermain within Elk Grove Village's water distribution system. The survey will be completed by leak detecting on the accessible main line valves, fire hydrants, and services valves. The project will also include complete reporting of all issues found, with a final comprehensive report.

(M.E. Simpson's system wide leak detection survey will be completed during the initial stages of the Village's implementation of system wide leak detection monitoring with Aquify. Both services working together will maximize peak performance to our water distribution systems.

(The Director of Public Works recommends approval.)

- h. Consideration to increase a construction contract with TAT Enterprises Inc. of Kingston, IL for the parking lot replacement at-Nerge Lift, Huntington Lift, and Greenleaf Pump Stations contract in the amount of \$7,963.06, for a total contract amount of \$52,937.96.

(The Village awarded a construction contract to TAT Enterprises, Inc. on June 16, 2020, for the asphalt replacement at Nerge Lift, Huntington Lift, and Greenleaf Pump Station. (During the asphalt removal process several areas required additional stone to match existing elevations. Staff also identified additional areas that needed an increase of asphalt material.

(To address the additional stone and asphalt, the project costs increased \$7,963.06, over the original contract amount of \$44,974.90.

(The Director of Public Works has recommended approval.)

- i. Consideration to increase a professional services contract to Engineering Resource Associates, Inc. of Warrenville, IL for design engineering and permitting for the replacement of the railroad culvert over Willow Creek south of Pratt Boulevard in the amount of \$36,613.44 for a total contract amount of \$102,986.64 from the Water & Sewer Fund.

(A professional service contract was awarded to Engineering Resource Associates, Inc. of Warrenville, IL on December 11, 2018, for Phase II Engineering Services for the Culvert Improvement – Railroad over Willow Creek project in the amount of \$66,373.20.

(Due delays with other governmental agencies, increase in scope of work requested by permitting agencies, the Village adding sanitary sewer replacement, and the fees associated with additional permits, the cost of the original contract has exceeded the increase limit set per the Village's Purchasing Policy.

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

(The Director of Public Works recommends approval.)

- j. Consideration to award a construction contract to the lowest responsive and responsible bidder A-Lamp Concrete Contractors, Inc. of Schaumburg, IL for storm sewer improvements within the Village rights-of-way at various locations in the amount of \$183,493.20 from the Business Leader Forum Fund and the Water and Sewer Fund.

(On Thursday, July 30, 2020, the Village opened sealed bids for the Storm Sewer Improvements within the Village Right-of-Way at Various Locations project.

(A total of seventeen (17) contractors obtained bid documents, with eleven (11) submitting bids on the project.

(The lowest responsive and responsible bid was received from A-Lamp Concrete Contractors, Inc. of Schaumburg, Illinois in the amount of \$183,493.20.

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

(The Director of Public Works recommends approval.)

- k. Consideration to authorize 4Front to enter into contractual sponsorship agreements with the National Governing Boards of the following groups and funding levels subject to receiving the benefits proposed by the Governing Boards as detailed in their submission, as follows:

- American Track and Field in the amount of \$100,000;
- USA Wrestling in the amount of \$50,000; and
- USA Triathlon in the amount of \$25,000.

(4Front submitted requests for proposals to National Governing Boards for sponsorship purposes and received 12 responses.

(At the July 16 Special Village Board meeting, it was the consensus of the Village Board to award sponsorship agreements to the three aforementioned Olympic team governing boards in the above stated amounts based upon commitments for specific marketing activations.

(This agenda item formally approves the implementation of those sponsorship agreements.)

- l. Consideration to award a professional services agreement to HR Green of McHenry, IL to provide owners representative and staff augmentation/plan check services for the Biesterfield Fire Station rehabilitation project in an amount not to exceed \$40,000 from the Capital Projects Fund.

(HR Green will act as the Village's owner representative in order to ensure that the project is completed according to the Village's concepts, planning documents, and approved permit contract documents; within the approved project budget and schedule; and meeting the Village's adopted building codes and ordinances.

(HR Green will be responsible for assisting and representing the Village with advising on the coordination of two primary phases: Construction Phase and Post Construction/Project Closeout Phase.

(Project assistance will include the Biesterfield Fire Station #7 rehabilitation.

(The fee and compensation will be based upon HR Green's standard hourly rates.

(HR Green, Inc. has successfully provided consulting services to the Village for the construction management of the two new fire stations, two Public Works facilities, the Beisner Road R.O.W. Storm Sewer Replacement, Higgins Road watermain extension, as well as several other projects including demolition oversight for the Elk Grove Hotel and Motel 6 projects.

(The Deputy Village Manager recommends approval.)

- m. Consideration to concur with prior authorization to award a construction contract to the lowest responsive and responsible bidder, Misfits Construction Company of Chicago, IL for the Residential Regulatory Sign Replacement Program - Zone 1 project in the amount of \$588,579.80 from the Capital Projects Fund.

(On Thursday, July 2, 2020, the Village opened sealed bids for the Residential Regulatory Sign Replacement Program – Zone 1.

(The lowest responsive and responsible bid was received from Misfits Construction Company of Chicago, IL in the amount of \$588,579.80.

(Funds in the FY2020 Budget will be carried over and available in the FY2021 Capital Projects Fund.

(The Director of Public Works recommends approval.)

- n. Consideration to increase a construction contract to Prime Construction, Inc. of Hampshire, IL to add two (2) additional residential rear yard drainage locations to the

existing Drainage Improvements - 2019/2020 Rear Yards contract in the amount of \$60,000 from the Water & Sewer Fund for a total contract amount of \$718,240.

(Prime Construction is currently nearing completion of the 2019/2020 Rear Yard Drainage Program. The original contract was awarded on September 10, 2019 for four (4) locations; and the contract was increased on May 12, 2020 to add three (3) additional locations.

(Due to value engineering during construction, the existing contract work will come in \$60,000 under its awarded amount of \$658,240.

(Over the past few months, Village staff has identified several new locations that meet the Village's Rear Yard Drainage Program criteria. Two of these locations, at Pinewood Drive/Magnolia Lane and Dover Lane, would benefit twenty-four (24) residents and could be completed for a total of \$120,000.

(With the existing savings of \$60,000, the current contract would need to increase by \$60,000 to complete these additional locations, for a total contract amount of \$718,240.

(Sufficient funds are budgeted in the Water & Sewer Fund.

(The Director of Public Works recommends approval.)

- o. Consideration to increase the Fiscal Year 2020 Higgins Road Corridor Redevelopment Fund budget in the amount of \$2,000,000.

(The increase in the FY2020 Higgins Road Corridor Redevelopment Fund is necessary to cover costs associated with the expense of TIF eligible capital projects as well costs associated with interest payments.)

- p. Consideration to adopt Ordinance No. 3671 amending Village Code section 6-6-3-7 entitled "Possession of Cannabis" and Section 6-6-3-8 entitled "Sale or Delivery of Cannabis Paraphernalia" of Chapter 6 entitled "Miscellaneous Offenses" of Title 6 entitled "Police Department, Motor Vehicles; Ordinance Violations" of the Village Code of Ordinances of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois.

(The State of Illinois, pursuant to 410 ILCS 130/1 and Public Act 101-0027 has authorized the use and possession of cannabis in Illinois under certain circumstances.

(This Ordinance is amended with respect to decriminalizing certain arrests for possession of cannabis and other sanctions for cannabis products including requirements for lawful transportation of cannabis products.

(The Police Department recommends amending definitions in the Ordinance and updating the Possession of Cannabis, Prohibition and Exceptions to reflect current State law.)

- q. Consideration to adopt Ordinance No. 3672 annexing certain property to the Village of Elk Grove Village and rezoning same in accordance with the Village's Comprehensive Plan and Zoning Map (1932 E. Higgins Road).

(The property located on Higgins Road is in unincorporated Cook County, which property is contiguous to the Village of Elk Grove Village, which property is owned by the Village of Elk Grove Village.

(This property is not within the corporate limits of any municipality.

(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 and be zoned I-1 Industrial District upon annexation.)

- r. Consideration to concur with prior authorization to adopt Resolution No. 59-20 authorizing the Village Manager to execute an Intergovernmental Agreement with the Elk Grove Park District to utilize the Rainbow Falls Waterpark building as a temporary Fire Station.

(The Biesterfield Fire Station is undergoing significant interior remodeling.

(To expedite the work, the Fire Department sought permission from the Elk Grove Park District to respond from their Rainbow Falls Community Center / Waterpark Facility.

(Several firefighters and emergency response equipment will be housed at the Rainbow Falls Community Center, while the Ladder Truck will be housed at the Fargo Fire Station. (Rainbow Falls has been closed for the season due to the COVID-19 pandemic, so there will be no disruption to the water park.

(The Village will assume responsibility for the costs of utilities including refuse/recycling while the facility is utilized as a Fire Station.

(The Biesterfield Fire Station should be fully operational by December of 2020.)

- s. Consideration to adopt Resolution No. 60-20 approving the Plat of Subdivision identified as Brett Anthony Foods Consolidation (1250-1350 Greenleaf Avenue).

(This Resubdivision would consolidate two (2) existing lots at 1250-1350 Greenleaf Avenue into one (1) lot for the purpose of redeveloping the site and connecting the two industrial facilities.

(Village staff recommends approval.)

- t. Consideration to adopt Resolution No. 61-20 ratifying the license supplement for a small wireless facility between the Village of Elk Grove Village and Chicago SMSA Limited Partnership d/b/a Verizon Wireless of Basking Ridge, New Jersey (Southwest corner of York and Pan Am).

(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.

(Per the Master Pole Attachment Agreement with Verizon Wireless approved by Resolution 13-19, a license supplement is required for each collocation of a small wireless facility on Village-owned infrastructure.

(This license supplement provides for the collocation of a small wireless facility on an existing Village-owned street light on the southwest corner of York Road and Pan Am Boulevard.

(Verizon Wireless has obtained the required Small Wireless Facility permit--permit SWF19-2--from the Village for this site and meets all the requirements of the Master Attachment Agreement.

(This license supplemented has been executed by Village staff.

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

- u. Consideration to adopt Resolution No. 62-20 authorizing the Mayor and Village Clerk to execute an Intergovernmental and Subrecipient Agreement between the County of Cook, Illinois and the Village of Elk Grove Village for Coronavirus Relief Funds pursuant to the CARES Act.

(Cook County received funding from the U.S. Treasury as part of the CARES Act. The County has determined to allocate \$51 million of this relief among the municipalities located within Cook County.

(The Village received a notice in June from the County with their intent to allocate funding to the Village for potential cost reimbursement as part of their COVID-19 Response Plan to assist governments in their response to the pandemic.

(The application process requires suburban municipalities to include a signed intergovernmental agreement.

(The Director of Finance recommends approval.)

- v. Consideration to adopt Resolution No. 63-20 ratifying the license supplement for a small wireless facility between the Village of Elk Grove Village and Chicago SMSA Limited Partnership d/b/a Verizon Wireless of Basking Ridge, New Jersey (1400 S Arlington Heights Road).

(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.

(Per the Master Pole Attachment Agreement with Verizon Wireless approved by Resolution 13-19, a license supplement is required for each collocation of a small wireless facility on Village-owned infrastructure.

(This license supplement provides for the collocation of a small wireless facility on an existing Village-owned street light at the northwest corner of Arlington Heights Road and Devon Ave--approximately 1400 S Arlington Heights Road.

(Verizon Wireless has obtained the required Small Wireless Facility permit--permit SWF18-6--from the Village for this site and meets all the requirements of the Master Attachment Agreement.

(This license supplemented has been executed by Village staff.

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

- w. Consideration to adopt Resolution No. 64-20 authorizing the Mayor and Village Clerk to execute a Master Project Agreement 2 for professional services between the Village of Elk Grove Village and 4Front.

(Pursuant to the Master Services Agreement between the Village and 4Front, the Village approved a project agreement for a \$100,000 sponsorship campaign.

(With concurrence of the Village Board at the July 7, 2020 meeting, two additional sponsorship awards need to be included as part of the agreement.

(This Resolution authorizes a Master Project Agreement 2 for a \$50,000 silver sponsorship award and a \$25,000 bronze sponsorship award.)

- x. Consideration to adopt Resolution No. 65-20 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 2301-2311 Touhy Ave.

(The Law Offices of Sarnoff & Baccash, on behalf of PKS Holding LLC (Applicant) is

seeking a Cook County Class 6B property tax exemption for 2301-2311 Touhy Avenue. (Approximately 26,000 square feet of the building has been 100% vacant and unused since July 1, 2018. The total subject property consists of an approximately 36,000 square foot building. Cargomaxx Logistics, Inc. occupies approximately 10,000 square feet of the building for its operations consisting of general logistics, warehousing, and distribution. (The Applicant plans to complete significant rehabilitation to the entire subject property and lease the currently vacant approximately 26,000 square feet to an industrial user. The Applicant intends to create a new unique tax pin number for the vacant section. (The Applicant plans to spend approximately \$250,000 - \$300,000 to rehabilitate and improve the subject property. These improvements are as follows: update the landscaping, update/improve the façade, add new signage, replace bollards, reconstruct the existing concrete dock drive per Elk Grove Village standards, install new exterior lighting, install a new sidewalk and sealcoat and restripe the parking lot, and complete other general maintenance. (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 no 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.)

7. REGULAR AGENDA

- a. Consideration to adopt the following Resolution and Ordinance pertaining to the annexation of McDonald's Corporation, 1910-1912 E. Higgins Road.
 - Resolution No. 66-20 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 (McDonald's Corporation); and
 - Ordinance No. 3673 annexing and rezoning certain territory to the Village of Elk Grove Village (McDonald's Corporation, 1910-1912 E. Higgins).

(A public hearing on the pre-annexation agreement was held before the Village Board on August 11, 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 August 3, 2020 at 7:15 p.m. and the Plan Commission provided a Finding of Fact to the Village Board recommending approval.)

8. PLAN COMMISSION - Village Manager Rummel

- a. PC Docket 20-5 - A request for a Public Hearing to consider the petition submitted by McDonald's Corporation for Annexation and Rezoning from I-1 Restricted Industrial District to B-3 Business District for the operation of a McDonald's restaurant with dual drive-through for property located at 1910-1912 Higgins Road. (PH 08-03-2020)
- b. PC Docket 20-6 - Petition for a Special Use Permit to relocate a cellular communication tower to property located at 813 Willow Lane. (PH 08-03-2020)
- c. PC Docket 20-7 - Petition for a Special Use Permit to operate a religious institution at 1030 Nerge Road. (PH 08-03-2020)

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).
- b. ZBA Docket 20-5 - A Public Hearing for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations of fences and pools in residential zoning districts for property located at 316 Castle Drive (PH 07-30-2020).

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

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 AMENDING SECTION 6-6-3-7 ENTITLED “POSSESSION OF CANNABIS” AND SECTION 6-6-3-8 ENTITLED “SALE OR DELIVERY OF CANNABIS PARAPHERNALIA” OF CHAPTER 6 ENTITLED “MISCELLANEOUS OFFENSES” OF TITLE 6 ENTITLED “POLICE DEPARTMENT, MOTOR VEHICLES; ORDINANCE VIOLATIONS” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF ELK GROVE VILLAGE, COOK AND DUPAGE COUNTIES, ILLINOIS

WHEREAS, the Village of Elk Grove Village (the “Village”) is a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the Village is expressly authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, there currently exists certain state laws, namely the Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1 *et seq.*) and the Cannabis Regulation and Tax Act (Public Act 101-0027) which authorizes the use and possession of cannabis marijuana plants and cannabis derivatives under certain circumstances; and

WHEREAS, the Village, in the exercise of its home rule authority, adopts following amendments to the Village Code of Ordinances of the Village of Elk Grove Village.

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

Section 1: The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Elk Grove Village as if fully recited herein.

Section 2: That Section 6-6-3-7 entitled “Possession of Cannabis” of Chapter 6 entitled “Miscellaneous Offenses” of Title 6 entitled “Police Department; Motor Vehicles; Ordinance Violations” of the Village Code of Ordinances of the Village of Elk Grove Village, as amended, is hereby amended in its entirety to read as follows:

“6-6-3-7 Cannabis and Drug Paraphernalia”

A. DEFINITIONS. FOR PURPOSES OF SECTION 6-6-3-7 AND SECTION 6-6-3-8 OF THIS CHAPTER, THE FOLLOWING WORDS SHALL HAVE THE MEANINGS ASCRIBED TO THEM, UNLESS THE CONTEXT REQUIRES OTHERWISE.

CANNABIS: Means marijuana, hashish, and other substances that are identified as including any parts of the plant *Cannabis sativa* and including derivatives or subspecies, such as *indica*, of all strains of cannabis, whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and any compound, manufacture, salt, derivative,

mixture, or preparation of the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other naturally produced cannabinol derivatives, whether produced directly or indirectly by extraction; however, "cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted from it), fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. "Cannabis" does not include industrial hemp as defined and authorized under the Industrial Hemp Act. "Cannabis" also means and includes for purposes of this section, cannabis flower, cannabis concentrate, and cannabis-infused product, unless those specific terms are used separately to differentiate separate regulations for any of them.

CANNABIS BUSINESS ESTABLISHMENT: Means a cultivation center, craft grower, processing organization, dispensing organization, or transporting organization, as those terms are defined in the Cannabis Regulation and Tax Act.

CANNABIS CONCENTRATE: Means a product derived from cannabis that is produced by extracting cannabinoids, including tetrahydrocannabinol (THC), from the plant through the use of propylene glycol, glycerin, butter, olive oil or other typical cooking fats; water ice, or dry ice; or butane, propane, CO₂, ethanol, or isopropanol and with the intended use of smoking or making a cannabis-infused product. The use of any other solvent is expressly prohibited unless and until it is approved by the Department of Agriculture.

CANNABIS CONTAINER: Means a sealed, traceable, container or package used for the purpose of containment of cannabis or cannabis-infused product during transportation.

CANNABIS FLOWER: Means marijuana, hashish, and other substances that are identified as including any parts of the plant *Cannabis sativa* and including derivatives or subspecies, such as indica of all strains of cannabis; including raw kief, leaves, and buds, but not resin that has been extracted from any part of such plant; nor any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin.

CANNABIS-INFUSED PRODUCT: Means a beverage, food, oil, ointment, tincture, topical formulation, or another product containing cannabis, or cannabis concentrate that is not intended to be smoked.

CANNABIS PARAPHERNALIA: Means equipment, products, or materials intended to be used for planting, propagating, cultivating, growing, harvesting, manufacturing, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, ingesting, or otherwise introducing cannabis into the human body.

CONTROLLED SUBSTANCE: Shall have the meaning ascribed to it in section 102 of the Illinois Controlled Substances Act, as the same may be amended from time to time, which statute and definition as the same may be amended are hereby expressly incorporated herein.

DELIVER OR DELIVERY: The actual, constructive or attempted transfer of possession, with or without consideration, whether or not there is an agency relationship.

DRUG PARAPHERNALIA: All equipment, products and materials of any kind, other than methamphetamine manufacturing materials as defined in section 10 of the Methamphetamine Control and Community Protection Act and cannabis paraphernalia as defined in this section 6-6-3-7, which are intended to be used unlawfully in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance in violation of the Illinois Controlled Substances Act; or the Methamphetamine Control and Community Protection Act; or a synthetic drug product or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act. It includes, but is not limited to:

1. Kits intended to be used unlawfully in manufacturing, compounding, converting, producing, processing or preparing a controlled substance.
2. Isomerization devices intended to be used unlawfully in increasing the potency of any species of plant which is a controlled substance.
3. Testing equipment intended to be used unlawfully in a private home for identifying or in analyzing the strength, effectiveness or purity of a controlled substance.
4. Diluents and adulterants intended to be used unlawfully for cutting a controlled substance by private persons.
5. Objects intended to be used unlawfully in ingesting, inhaling, or otherwise introducing cocaine, a synthetic drug product or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act, into the human body including but not limited to, where applicable, the following items:
 - i. Water pipes;
 - ii. Carburetion tubes and devices;
 - iii. Smoking and carburetion masks;
 - iv. Miniature cocaine spoons and cocaine vials;
 - v. Carburetor pipes;
 - vi. Electric pipes;
 - vii. Air driven pipes;
 - viii. Chillums;
 - ix. Bongs;
 - x. Ice pipes or chillers; or
 - xi. Any item whose purpose, as accounted or described to the possessor, or whose actual use as determined by the presence of a controlled substance on, in, or near the item, is for use in violating the Illinois Controlled Substances Act (ILCS Ch. 720, Act 570 §§ 100 et seq.), the Methamphetamine Control and Community Protection Act (ILCS 720 Ch. 646 §§ 100 et seq.) or a synthetic drug product or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act (ILCS Ch. 410, Act 620 §§ 100 et seq.) or any similar

law or local ordinance.

6. Any item whose purpose, as announced or described by the seller, is for use in violation of this Section 6-6-3-7.

PUBLIC PLACE: Any place where a person could reasonably be expected to be observed by others. "Public place" includes all parts of buildings owned in whole or in part, or leased, by the State or a unit of local government. "Public place" includes all areas in a park, recreation area, wildlife area or playground owned in whole or in part, leased, or managed by the State or a unit of local government. "Public place" does not include a private residence unless the private residence is used to provide licensed childcare, foster care, or other similar social service care on the premises.

VILLAGE: Village of Elk Grove Village, Cook and DuPage counties, Illinois.

B. POSSESSION OF CANNABIS, PROHIBITION, EXCEPTIONS.

1. Any person who violates this section shall be guilty of a civil law violation and shall be fined in an amount not less than One-Hundred Dollars (\$100.00) nor more than Seven Hundred Fifty Dollars (\$750.00) for each offense.
2. It shall be unlawful for any person under the age of 21 years to knowingly possess any quantity of any substance containing cannabis, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Program Act (ILCS Ch. 410 Act 130 §§ 100 et seq.).
3. It shall be unlawful for any person who is a resident of this State to knowingly possess cannabis in excess of the following amounts:
 - a. more than 30 grams, but less than 100 grams, of cannabis flower;
 - b. 500 milligrams tetrahydrocannabinol (THC) in cannabis-infused products;
and
 - c. 5 grams cannabis concentrate.

The possession limits contained herein are to be considered cumulative.

4. It shall be unlawful for any person who is not a resident of this State to knowingly possess cannabis in excess of the following amounts:
 - a. more than 15 grams, but less than 100 grams, of cannabis flower;
 - b. 250 milligrams tetrahydrocannabinol (THC) in cannabis-infused products;
and
 - c. 2.5 grams cannabis concentrate.

The possession limits contained herein are to be considered cumulative.

5. It shall be unlawful for any person to possess cannabis, as follows:
 - a. in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Program Act(ILCS Ch. 410 Act 130 §§ 100 et seq.);
 - b. on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Program Act(ILCS Ch. 410 Act 130 §§ 100 et seq.);
 - c. in a vehicle not open to the public unless the cannabis is in a reasonably secured, sealed container and reasonably inaccessible while the vehicle is moving; or
 - d. in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises;

6. It shall be unlawful for any person to use cannabis, as follows:
 - a. in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Program Act (ILCS Ch. 410 Act 130 §§ 100 et seq.);
 - b. on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Program Act (ILCS Ch. 410 Act 130 §§ 100 et seq.);
 - c. in any motor vehicle;
 - d. in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises;
 - e. in any public place; or
 - f. knowingly in close physical proximity to anyone under 21 years of age who is not a registered medical cannabis patient under the Compassionate Use of Medical Cannabis Program Act (ILCS Ch. 410 Act 130 §§ 100 et seq.);

7. It shall be unlawful for any person to smoke cannabis in any place where smoking is prohibited under the Smoke Free Illinois Act.

8. It shall be unlawful for any person to knowingly permit his or her residence or any other private property under his or her control to permit the consumption of cannabis by a person under the age of 21, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Program Act (ILCS Ch. 410 Act 130 §§ 100 et seq.).

C. MANUFACTURE OR DELIVERY OF CANNABIS.

1. It shall be unlawful for any person to facilitate the use of cannabis by any person who is prohibited to use cannabis under the provisions of this Code, the Cannabis Regulation and Tax Act or the Compassionate Use of Medical Cannabis Program Act (ILCS Ch. 410 Act 130 §§ 100 et seq.).
2. It shall be unlawful for any person to transfer cannabis to any person contrary to the provisions of this Code, the Cannabis Regulation and Tax Act or the Compassionate Use of Medical Cannabis Program Act (ILCS Ch. 410 Act 130 §§ 100 et seq.)
3. It shall be unlawful for any person permitted to cultivate cannabis pursuant to the Compassionate Use of Medical Cannabis Program Act (ILCS Ch. 410 Act 130 §§ 100 et seq.) to cultivate in excess of 5 plants that are more than 5 inches tall, per household, to cultivate cannabis in a place that is not an enclosed, locked space, or to store cannabis plants in a location that is subject to ordinary public view.

D. PRODUCTION OF CANNABIS SATIVA PLANT.

It is unlawful for any person knowingly to produce the cannabis sativa plant or to possess such plants unless production or possession has been authorized pursuant to state law.

Section 3: That Section 6-6-3-8 entitled “Possession, Sale or Delivery of Cannabis Paraphernalia” of Chapter 6 entitled “Miscellaneous Offenses” of Title 6 entitled “Police Department; Motor Vehicles; Ordinance Violations” of the Village Code of Ordinances of the Village of Elk Grove Village, as amended, is hereby amended to read as follows:

“6-6-3-8 POSSESSION, SALE, DELIVERY OF DRUG PARAPHERNALIA, PROHIBITION, EXCEPTIONS.”

- A. It shall be unlawful to knowingly possess an item of drug paraphernalia with the intent to use it in ingesting, inhaling, or otherwise introducing a controlled substance into the human body. It shall be unlawful for any person under the age of 21 years to knowingly possess an item of drug paraphernalia with the intent to use it in ingesting, inhaling, or otherwise introducing cannabis or a controlled substance into the human body.

1. In determining use or intent under this section, the trier of fact may take into consideration the general, usual customary and historical use to which the item involved has been put, and the proximity of the cannabis or controlled substance or such residue to the drug paraphernalia.
- B. The following items shall be exempt from this section:
1. Items marketed for use in the preparation, compounding, packaging, labeling, or other use of cannabis or a controlled substance as an incident to lawful research, teaching, or chemical analysis, and not for sale.
 2. Items marketed for, or historically and customarily used in connection with the planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, or inhaling of tobacco or any other lawful substance, including but not limited to garden hoes, rakes, sickles, baggies, tobacco pipes, and cigarette-rolling papers.
 3. Items which are marketed for decorative purposes when such items have been rendered completely inoperable or incapable of being used for any illicit purpose prohibited by this section.
 4. In determining whether or not a particular item is exempt under this division, the trier of fact should consider, in addition to all other logically relevant factors, the following:
 - a. The general, customary, and historical use to which the item involved has been put;
 - b. Expert evidence concerning the ordinary or customary use of the item and the effect of any peculiarity in the design or engineering of the device upon its functioning;
 - c. Any written instructions accompanying the delivery of the item concerning the purposes or uses to which the item can or may be put;
 - d. Any oral instructions provided by the seller of the item at the time and place of sale or commercial delivery;
 - e. Any national or local advertising concerning the design, purpose, or use of the item involved, and the entire context in which such advertising occurs;

- f. The manner, place, and circumstances in which the item was displayed for sale, as well as any item or items displayed for sale or otherwise exhibited upon the premises where the sale was made;
- g. Whether the owner or anyone in control of the object is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;
- h. The existence and scope of legitimate uses for the object in the community.

C. **PENALTY:** Any person who violates this section shall be guilty of a civil law violation and shall be fined in an amount not less than One-Hundred Dollars (\$100.00) nor more than Seven Hundred Fifty Dollars (\$750.00) for each offense.

Section 4: That all ordinances and resolutions or parts thereof in conflict with the provisions of this ordinance are, to the extent of such conflict, expressly repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 5: This ordinance shall be in full force and effect ten (10) days after its passage, approval and publication 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 in pamphlet form this _____ day of _____ 2020.

OrdAmendingSection6-6-3_Cannabis

ORDINANCE NO. _____

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 (1932 E. HIGGINS)

WHEREAS, there exists certain property, as legally described herein, in unincorporated Cook County, which property is contiguous to the Village of Elk Grove Village, which property is owned by the Village of Elk Grove Village; and

WHEREAS, said property is not within the corporate limits of any municipality; and

WHEREAS, there are no individuals residing on said property; 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 township supervisor, township clerk, township board member, township highway commissioner, fire protection district, library district or other entity or person entitled to notice prior to the annexation of the subject property 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 Cook County, as is required by law; 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 pursuant to the provisions of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1, *et seq.*), specifically Section 7-1-9 of said Article (65 ILCS 5/7-1-9), 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 certain land and territory, which land and territory is contiguous to the Village of Elk Grove Village, and is not within the limits of any other municipality, and legally described hereinafter in Section 2, be and the same is hereby annexed to the Village of Elk Grove 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 the subject property is legally described as follows:

1932 E. HIGGINS ROAD, PIN # 08-26-101-016-0000

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:

BEGINNING AT A POINT IN THE CENTER LINE OF HIGGINS ROAD, 935.0 FEET SOUTHEASTERLY OF THE NORTH LINE OF SECTION 26 AFORESAID; THENCE NORTH 49 DEGREES 25 MINUTES 49 SECONDS EAST AT RIGHT ANGLES TO SAID CENTER LINE 257.02 FEET; THENCE NORTH 43 DEGREES 48 MINUTES 58 SECONDS EAST, 0.34 FEET; THENCE SOUTH 61 DEGREES 04 MINUTES 23 SECONDS EAST, 72.84 FEET; THENCE NORTH 13 DEGREES 49 MINUTES 25 SECONDS EAST, 88 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PROPERTY CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY (BY DEED DATED NOVEMBER 10, 1958 AND RECORDED AS DOCUMENT #17408538 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS) WHICH POINT IS 58.96 FEET NORTHWESTERLY OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG A LINE 82.5 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID TOLL ROAD TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, AFORESAID, 556.97 FEET NORTH OF THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH ON SAID EAST LINE 556.97 FEET TO THE CENTER LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF HIGGINS ROAD, 494.28 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART TAKEN FOR HIGGINS ROAD AS WIDENED) IN COOK COUNTY, ILLINOIS.

A plat of annexation accurately depicting the subject property is attached hereto as Exhibit "A" and made a part hereof.

Section 3: That upon annexation, said property shall be rezoned to I-1 Industrial District in the Village of Elk Grove Village, in accordance with Chapter 6, Section 6-4, of the Zoning Code of the Village of Elk Grove Village.

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 appended hereto, 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, as appended hereto, 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 August 2020 in pamphlet form.

OrdAnnexation1932Higgins

EXHIBIT "A"

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

GRAPHIC SCALE



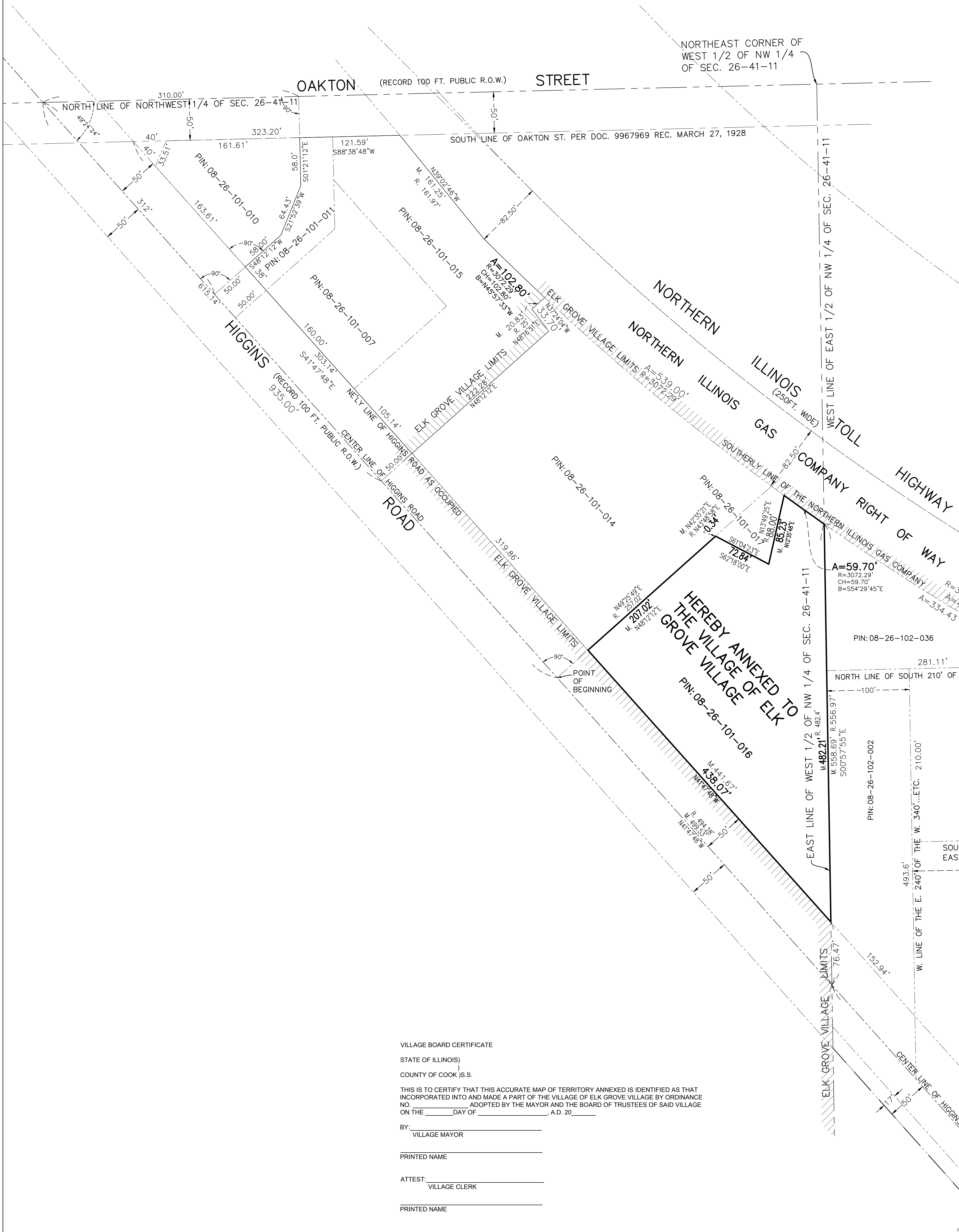
RESERVED FOR COOK CO.

RESERVED FOR THE VILLAGE OF ELK GROVE VILLAGE

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:
BEGINNING AT A POINT IN THE CENTER LINE OF HIGGINS ROAD 935.0 FEET SOUTHEASTERLY OF THE NORTH LINE OF SECTION 26, AFORESAID; THENCE NORTH 49 DEGREES 25 MINUTES 49 SECONDS EAST, AT RIGHT ANGLES TO SAID CENTER LINE, 257.02 FEET; THENCE NORTH 43 DEGREES 48 MINUTES 58 SECONDS EAST, 0.34 FEET; THENCE SOUTH 61 DEGREES 04 MINUTES 23 SECONDS EAST, 72.84 FEET; THENCE NORTH 13 DEGREES 49 MINUTES 25 SECONDS EAST, 88 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PROPERTY CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY DEED DATED NOVEMBER 10, 1958 AND RECORDED AS DOCUMENT #17408538 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, WHICH POINT IS 58.96 FEET NORTHWESTERLY OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG A LINE 82.5 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID TOLL ROAD TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, AFORESAID, 556.97 FEET NORTH OF THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH ON SAID EAST LINE 556.97 FEET TO THE CENTER LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF HIGGINS ROAD, 494.28 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART TAKEN FOR HIGGINS ROAD AS WIDENED), IN COOK COUNTY, ILLINOIS.

CONTAINING 77,227 SQUARE FEET (1.77 ACRES), MORE OR LESS.

PIN:
08-26-101-016



VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK, I.S.S.

THIS IS 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. 20_____

BY: _____
VILLAGE MAYOR

PRINTED NAME _____

ATTEST: _____
VILLAGE CLERK

PRINTED NAME _____

NOTES:

Distances shown hereon are both Record (R.) & Measured (M.) unless otherwise noted and are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

No dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2020 "All Rights Reserved"

STATE OF ILLINOIS)
COUNTY OF COOK, ILLINOIS

I, BRIAN S. STOUT, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT HEREON DRAWN FROM PREVIOUS PLATS AND RECORDS FOR PURPOSES OF ANNEXING THE SAME AS SHOWN ON THE PLAT HEREON DRAWN. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SIGNED ON JULY 23, 2020.

BY: 

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3584
My license expires November 30, 2020



ORDERED BY: VILLAGE OF ELK GROVE VILLAGE	CHECKED: BSS	DRAWN: BSS
ADDRESS: ELK GROVE VILLAGE, IL		
GREMLEY & BIEDERMANN		
PLCS CORPORATION LICENSE NO. 04-055332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60650 TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM		
ORDER NO. 2020-28070-001	DATE JULY 22, 2020	PAGE NO. 1 OF 1
SCALE 1 INCH = 60 FEET		

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ELK GROVE PARK DISTRICT TO UTILIZE THE RAINBOW FALLS WATERPARK BUILDING AS A TEMPORARY FIRE STATION

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 Village Manager be and is hereby authorized to sign the attached document marked:

**INTERGOVERNMENTAL LEASE/LICENSE COOPERATION AGREEMENT
FOR VILLAGE USE OF PARK DISTRICT'S
RAINBOW FALLS COMMUNITY CENTER / WATERPARK FACILITY**

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 Village Manager.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

**INTERGOVERNMENTAL LEASE/LICENSE COOPERATION AGREEMENT FOR
VILLAGE USE OF PARK DISTRICT'S RAINBOW FALLS COMMUNITY CENTER /
WATERPARK FACILITY**

This Intergovernmental Lease/ License Cooperation Agreement ("Agreement") is made and entered into as of the 25th day of July 2020, ("Effective Date") between The Elk Grove Park District, an Illinois municipal corporation ("Park District") and the ELK GROVE VILLAGE, an Illinois home rule body ("Village" or "Tenant").

W I T N E S S E T H

The following recitals are incorporated herein and made a part of this Agreement:

- A. Park District owns a parcel of land situated within the territorial limits of the Village and Park District, which parcel is commonly known as Rainbow Falls Community Center and Water Park ("RBF"). RBF is improved with indoor meeting space, restrooms, kitchen, shower facilities, outdoor pool deck, parking lot.
- B. Park District intends to lease/ license a portion of the Property to the Village of Elk Grove, said portion being designated the "Leased Premises"
- C. The "Leased Premises" for purposes herein shall include the entire building footprint, the sidewalks surrounding the building, all concrete patios and decks, and the parking lot. The "Leased Premises" commonly known as Rainbow Falls Community Center is located at 225 Rev Morrison Blvd Elk Grove Village IL 60007
- D. Park District intends to lease the Leased Premises to the Village for the period ("Term") of July 25, 2020 through November 6, 2020 excluding November 2 at 9:00am through November 3 at 10:00p.m. (election day) for the purpose of allowing the Village to temporarily house a crew of staff and fleet of vehicles for the Fire Department during construction of their fire house.
- E. Municipal vehicles operated by agents of the Village Fire Dept will be allowed to park only designated vehicles on the pool deck for security reasons.
- F. The Board of Park Commissioners of Park District has determined that it presently has no need to use or occupy the Leased Premises for Park District purposes.
- G. As additional consideration for the Park District's granting of the Lease and License contained herein, Village will cover the cost of utilities including gas, water, electric, waste hauling, and internet during the Term of this Agreement, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the parties pursuant to Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and §10-7(d) of the Park District Code, as follows:

- 1. **Lease.** Park District hereby leases to Village Leased Premises for the Term of July 25, 2020 to November 6, 2020 excluding November 2 through 3, 2020 for the purpose and on the terms and conditions contained herein.
- 2. **Purpose.** Village shall at all times during the Term of this Agreement use the Leased Premises solely for a temporary residence for fire department staff and vehicles.
- 3. **Tenant's Duty to Repair and Maintain.** Tenant, at its expense, will, except to the extent otherwise required of Landlord hereunder, maintain the Leased Premises in the condition same exist as of the July 25, 2020, ordinary wear and tear excepted, but not in such a condition as would preclude Tenant's use of the Leased Premises for its intended purposes during the Term. Tenant shall not permit the undue accumulation of waste or refuse matter upon the Leased Premises. At any time or times during the Term the Park District shall have the right to enter the Leased Premises for the purpose of having its

employee(s) and/or contractor(s) inspect same upon not less than 24 hours advance written/email notice to the Village, except in the event of an emergency (as determined in the sole discretion of the Park District) in which event advance written notice shall not be required.

4. **Custodial Services.** The Village shall be responsible to provide regular daily cleaning and periodic surface maintenance.

5. **Premises availability.** The Village must allow access for delivery and secure storage of polling machines on or about October 29-30, 2020. Village belongings must be removed from RBF Rooms A-B-C for polling setup on November 2 9:00am through November 3 10:00pm.

Insurance and Indemnification:

6. **Coverage Requirements:** In the event that Village purchases insurance from an insurance company, Village shall keep in force at all times during the Term of this agreement Commercial General Liability Insurance specifically including bodily injury, personal injury and property damage limits of not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming the Park District, its public officials, employees, and agents as additional insured.

In the event that Village is self-insured, member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, Village shall keep in force at all times during the Term of this agreement: (A) General Liability coverage specifically including bodily injury, personal injury and property damage limits of not less than \$3,000,000 per occurrence provided on an occurrence basis and at all times specifically extending that coverage to Park District, its public officials, employees, and agents as additional insured;(B) insurance covering the full value of all alterations and improvements and betterments in the Leased Premises naming the Park District and the Village as loss payees as their interests may appear; and (C) insurance covering the full value of all furniture, trade fixtures and personal property (including existing FF&E and property of the Park District) in the Leased Premises or otherwise placed in the Leased Premises by or on behalf of the Park District.

Village's Insurance coverage shall be primary insurance as respects the Park District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Park District, its officers, officials, employees, volunteers or agents shall be excess of the Village's insurance and shall not contribute with it.

The insurer or self-insured risk pool for the Village shall agree to waive all rights of subrogation against the Park District, its officers, officials, employees, volunteers and agents for losses arising from this Agreement.

In addition, Village shall furnish certificates of the insurance and/or coverage in place as required herein and including a 90 day notice of cancellation or reduction in limits. The policy and/or coverage shall also contain a "contractual liability" clause.

7. **Indemnification:** Further, and to the fullest extent permitted by law, Village shall protect, indemnify, save, defend and hold harmless the Park District, its officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney and paralegal fees), which Park District and for which its officers, officials, employees, and agents may become obligated by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, arising indirectly or directly in connection with or under, or as a result of the activities and operations conducted pursuant to this agreement by or on behalf of Village.

The insurance company, self-insurance pool or similar entity of the party providing the

indemnification shall be allowed to raise on behalf of the Park District any and all defenses statutory and/or common law to such claim or action which the Park District might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq (1991).

8. **No Third Party Beneficiary.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

9. **Termination of Agreement.** This Agreement (except for Paragraphs 12 and 13 hereof) and all rights and privileges hereunder, shall terminate at the end of agreed upon period.

10. **Legal Fees/Expenses** Village shall reimburse Park District for one-half (1 /2) of all reasonable legal fees, paralegal fees, out-of-pocket costs and expenses incurred by Park District in connection with the preparation, negotiation, execution, enforcement and implementation of this Agreement, within thirty (30) days after being provided with a copy of the invoice therefor, approved for payment by the Park District.

11. **Severability** In the event that any part of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not invalidate the entire Agreement and to the extent possible the remaining provisions of this Agreement shall be given full force and effect.

12. **Notices** Except as otherwise provided for herein, any notice required or permitted to be given hereunder shall be deemed given if mailed by certified mail, return receipt requested, with postage fully prepaid, to:

If to Village. Elk Grove Village
901 Wellington
Elk Grove Village, IL 60007
Attention: Ray Rummel, Village Manager

If to Park District: Elk Grove Park District
499 Biesterfield Rd
Elk Grove Village IL 60007
Attention: Ben Curcio, Executive Director

or to such other addresses designated in writing by either party hereto.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of, and shall be enforceable in the courts of, the State of Illinois.

IN WITNESS WHEREOF, Elk Grove Park District and Elk Grove Village have executed this Intergovernmental Lease agreement by and through their respective duly authorized officers as of the Effective Date First set forth hereinabove.

Village of Elk Grove



Ray Rummel, Village Manager

Elk Grove Park District

Ben Curcio, Executive Director

7 - 20 - 2020

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PLAT OF SUBDIVISION IDENTIFIED AS
BRETT ANTHONY FOODS CONSOLIDATION (1250-1350 GREENLEAF 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 approval is hereby given the Final Plat of Subdivision identified as Brett Anthony Foods Consolidation, being a subdivision in Section 34, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, a copy of which is attached hereto and made a part hereof as if fully set forth.

Section 2: That the Mayor and Village Clerk are hereby authorized to sign said Plat for and in the name of the Village and attach thereto the corporate seal.

Section 3: That the Village Clerk is hereby directed to record a copy of said Plat with the Recorder of Deeds of Cook County, Illinois.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE LICENSE SUPPLEMENT FOR A SMALL WIRELESS FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND CHICAGO SMSA LIMITED PARTNERSHIP D/B/A/ VERIZON WIRELESS OF BASKING RIDGE, NEW JERSEY (SOUTHWEST CORNER OF YORK AND PAN AM)

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 Assistant Village Manager be and is hereby authorized to sign the attached document marked:

**EXHIBIT "A"
LICENSE SUPPLEMENT**

to ratify the agreement between the Village of Elk Grove Village and Chicago SMSA Limited Partnership d/b/a/ Verizon Wireless of Basking Ridge, New Jersey (2700 York Road), 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 2700 YORK RD. ELK GROVE VILLAGE, IL 60007. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
4. **Initial Rent.** During the initial term of this Supplement, rent shall be \$200.00 per year, payable to LICENSOR at 901 Wellington Ave 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: MAZ

Name: Maggie Jablonski

Title: Assistant Village Manager

Date: 8/1/20

LICENSEE

Chicago SMSA Limited Partnership d/v/a Verizon Wireless

BY: J. Martin

Name: Jim Martin

Title: Director, Engineering

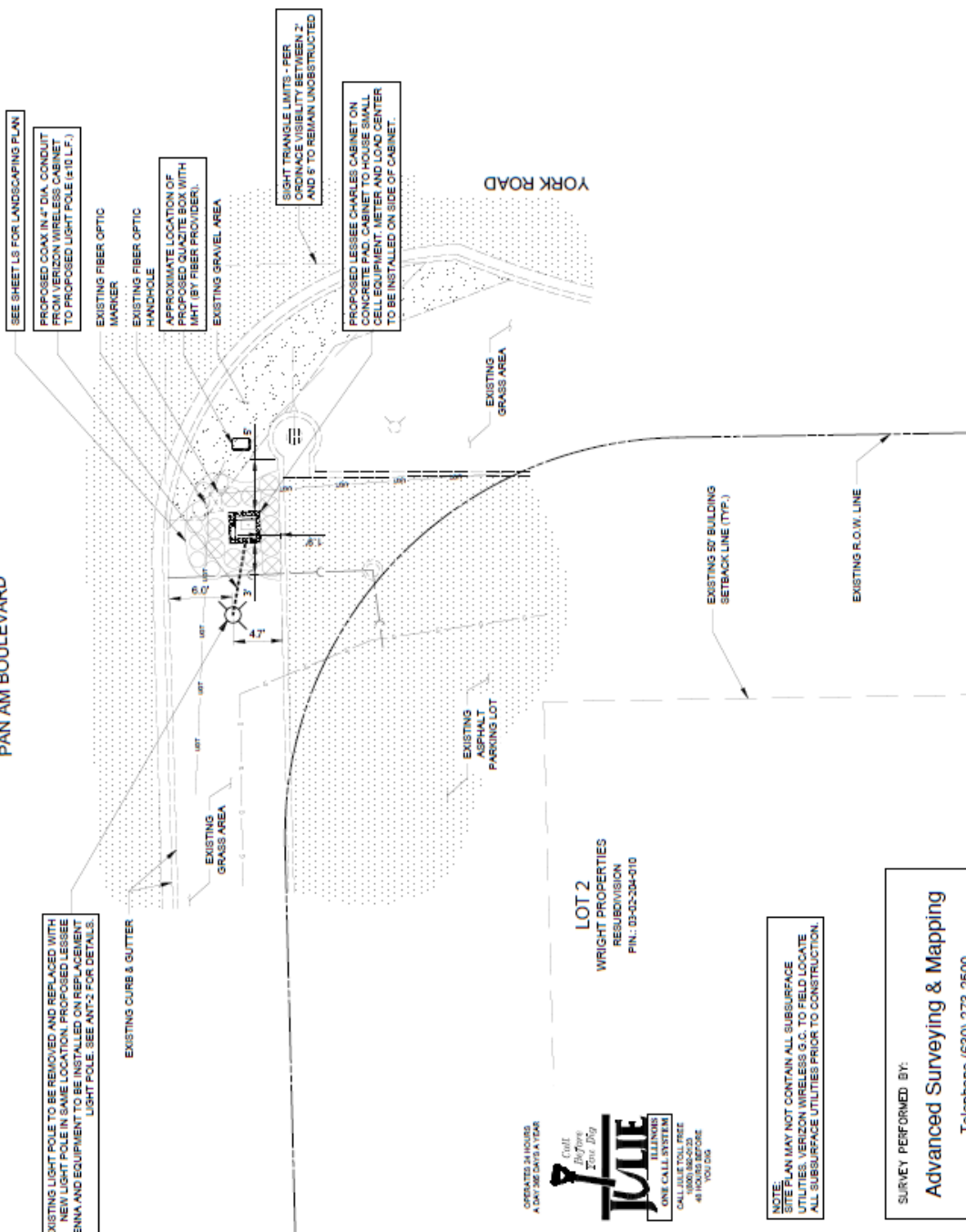
Date: 7/8/20



27'-0" PRINT IS THE FULL SCALE
 FORMAT. ANY SIZE OTHER THAN
 THIS IS AT REDUCED SCALE.

PAN AM BOULEVARD

YORK ROAD



SEE SHEETS US FOR LANDSCAPING PLAN
 PROPOSED COAX IN 4" DIA. CONDUIT FROM VERIZON WIRELESS CABINET TO PROPOSED LIGHT POLE (± 10 L.F.)

EXISTING FIBER OPTIC MARKER
 EXISTING FIBER OPTIC HANDHOLE

APPROXIMATE LOCATION OF PROPOSED QUARTZITE BOX WITH IMT (BY FIBER PROVIDER.)
 EXISTING GRAVEL AREA

SIGHT TRIANGLE LIMITS - PER ORDINANCE VISIBILITY BETWEEN 2' AND 5' TO REMAIN UNOBSTRUCTED

PROPOSED LESSEE CHARLES CABINET ON CONCRETE PAD CABINET TO HOUSE SMALL CELL EQUIPMENT, METER AND LOAD CENTER TO BE INSTALLED ON SIDE OF CABINET.

EXISTING LIGHT POLE TO BE REMOVED AND REPLACED WITH NEW LIGHT POLE IN SAME LOCATION. PROPOSED LESSEE ANTENNA AND EQUIPMENT TO BE INSTALLED ON REPLACEMENT LIGHT POLE. SEE PART 2 FOR DETAILS.

EXISTING CURB & GUTTER

LOT 2
 WRIGHT PROPERTIES
 RESUBDIVISION
 PIN: 09-00-034-010

OPERATES 24 HOURS
 A DAY 365 DAYS A YEAR

NOTE: SITE PLAN MAY NOT CONTAIN ALL SUBSURFACE UTILITIES. VERIZON WIRELESS, E.G. TO FIELD LOCATE ALL SUBSURFACE UTILITIES PRIOR TO CONSTRUCTION.

SURVEY PERFORMED BY:
Advanced Surveying & Mapping
 Telephone (630) 273-2500
 Fax (630) 273-2600
 E-MAIL: advanced@advct.com

EXISTING SYMBOLS & UTILITIES LEGEND

⊙	ANCHOR	⊙	CURB STOP VALVE
⊠	HANDHOLE	⊙	TRAFFIC LIGHT
⊕	LIGHT POLE	⊕	FIRE HYDRANT
⊙	UTILITY POLE	⊙	MONUMENT FOUND
⊕	WATER VALVE	⊕	CATCH BASIN
⊕	MANHOLE	⊕	DECIDUOUS TREE
⊕	ELECTRIC TRANSFORMER		
---	FENCE LINE		
---	UNDERGROUND ELECTRIC		
---	UNDERGROUND FIBER		
---	UNDERGROUND GAS LINE		
---	OVERHEAD ELECTRIC		
---	OVERHEAD FIBER		
---	OVERHEAD TELCO		
---	UTILITY LINE		
---	STORM SEWER LINE		
---	SANITARY SEWER LINE		
---	WATERMAIN LINE		

PROPOSED SYMBOLS & UTILITIES LEGEND

⊕	LIGHT POLE	⊕	QUARTZITE BOX
⊕	UTILITY POLE	⊕	METER
---	UNDERGROUND FIBER		
---	OVERHEAD FIBER		
---	UNDERGROUND POWER		
---	OVERHEAD POWER		
---	UNDERGROUND COAX		

1 SITE PLAN
 SCALE: 1" = 5'

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF COOK, ILLINOIS AND THE VILLAGE OF ELK GROVE VILLAGE FOR CORONAVIRUS RELIEF FUNDS PURSUANT TO THE CARES ACT

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:

**INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT
FOR
CORONAVIRUS RELIEF FUNDS**

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT
FOR
CORONAVIRUS RELIEF FUNDS



Between

COUNTY OF COOK, ILLINOIS

And

(Cook County, Illinois Suburban Municipality, Township or Fire Protection District (Subrecipient))

Entered into this _____ day of _____, 2020

SUBAWARD INFORMATION

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier):

- Subrecipient's unique entity identifier (DUNS): _____
- Federal Award Identification Number (FAIN): _____
- Federal Award Date: _____
- Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to the Subrecipient: \$_____

• Federal Award Program Description:

Cook County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to allocate in the spirit of intergovernmental cooperation to suburban municipalities in Cook County. Suburban municipalities which for the purposes of this agreement include municipalities, townships and fire protection districts in suburban Cook County may apply for County awarded Coronavirus Relief Funds pursuant to the following procedures and consistent with eligibility guidance. Requests will be reviewed by the Cook County Bureau of Finance Program Management Office (PMO) of the COVID-19 Financial Response Plan. Available funds will be distributed to suburban municipalities consistent with their respective allocations and based on the type of expenditure, the volume of requests, and the balance of funds available.

- Name of Federal Awarding Agency: Department of Treasury
- Name of pass-through entity: Cook County, IL
- Contact Information for pass-through entity: Ammar M. Rizki, Chief Financial Officer, Cook County Bureau of Finance, 118 N. Clark Street, Suite 1127. Chicago, Illinois 60602. Email Info: SuburbanCovidFundingRequest@cookcountyil.gov
- Award is for Research & Development (R&D):_NO

THIS AGREEMENT entered this _____ day of _____, 2020, by and between the County of Cook, Illinois, a body politic and corporate of the State of Illinois, through the Office of the Chief Financial Officer and Bureau of Finance (herein called “Cook County”), and _____ (herein called “Subrecipient”). Cook County and Subrecipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties.”

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”); and

WHEREAS, the CARES Act established the Coronavirus Relief Fund (“CRF”), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

WHEREAS, Cook County qualified as an eligible local government and received CRF funding from the U.S. Department of Treasury; and

WHEREAS, federal guidance issued by the U.S. Department of Treasury indicates that a unit of local government may transfer a portion of its CRF funding to a smaller unit of local government provided that such transfer qualifies as a “necessary expenditure” to the Public Health Emergency and meets the criteria of Section 601 (d) of the Social Security Act as added by Section 5001 of the CARES Act; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and other applicable law permit and encourage units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings, and

WHEREAS, Cook County acknowledges that there are local municipalities within Cook County that were not eligible to receive a portion of CRF and Cook County, through the spirit of intergovernmental cooperation, desires to provide a portion of its CRF funding to aid such local municipalities in addressing the impacts of the COVID-19 Public Health Emergency; and

WHEREAS, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act requires that units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID–19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, in order to provide funds for Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that Cook County, in its sole and absolute discretion, may reimburse Subrecipient for eligible expenses as provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

- A. This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the “Initial Term”).
- B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.
- C. Cook County, in its sole and absolute discretion, may terminate this Agreement at any time.

II. ACTIVITIES & ELIGIBLE EXPENSES

A. Activities

Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to Cook County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

B. Eligible Expenses

Cook County, in its sole and absolute discretion, may reimburse and/or provide funding to Subrecipient for “Eligible Expenses” as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, “Eligible Expenses” shall not include lost revenue. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

III. NOTICES

Notices to Cook County as required by this Agreement shall be delivered in writing, via email and addressed to Cook County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested.

Ammar M. Rizki
 Chief Financial Officer
 Cook County Bureau of Finance
 118 N. Clark Street, Suite 1127
 Chicago, IL 60602
SuburbanCovidFundingRequest@cookcountyil.gov

Name of Subrecipient: _____

Address: _____

Email: _____

IV. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with CRF funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Subrecipient acknowledges that Eligible Expenses funded or reimbursed by Cook County to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Hold Harmless

Subrecipient shall hold harmless, release, and defend Cook County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Indemnification

Subrecipient shall indemnify Cook County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or

damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by Cook County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for Cook County. Subrecipient shall reimburse Cook County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless Cook County under this Agreement.

E. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by Cook County to provide the funding under this Agreement.

Subrecipient shall promptly notify Cook County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

F. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

G. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

H. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cook County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

Cook County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to Cook County reports that are incorrect or incomplete in any material respect.

J. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any subcontractors pertaining to any matter resulting from a contract.

K. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

L. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

B. Duplication of Benefits; Subrogation

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement ("Duplication of Benefits Certification"), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient's obligation to promptly notify Cook County of any disaster assistance received from any other source.

C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), Cook County, or any duly authorized representative of Cook County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

D. Record Retention

Subrecipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report.

E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Monitoring & Compliance

Cook County shall evaluate the Subrecipient’s risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

Cook County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Cook County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

H. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Subrecipient's obligation to Cook County will not terminate until all close-out requirements are completed. Activities during this close-out period shall

include, but are not limited to:

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

I. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Cook County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to Cook County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to Cook County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to Cook County.

J. Payment & Reporting Procedures

1. Payment Procedures

Cook County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the allocations and disbursement policies established by Cook County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Cook County.

- a. Requests for reimbursement or funding must be submitted via email to SuburbanCovidFundingRequest@cookcountyil.gov. Incomplete applications may result in a delay in a decision regarding of funding requests.
- b. Upon receipt of the Applications, the County will confirm receipt of application by email.
- c. The received application will be reviewed and Subrecipient will receive a Notification Letter by email indicating denial and/or approval of the funding request within approximately 10 days.
- d. Notification letters approving requested funds will contain detailed instructions regarding delivery of approved funds to Subrecipient. Receipt of approved funds will be contingent on a fully executed Intergovernmental and Subrecipient Agreement. All CRF funds not expended by

Subrecipient must be returned to Cook County by December 30, 2020, in compliance with the Close-Out Procedures contained in this Agreement.

2. Reporting Procedures. Subrecipient will be required to periodically report the status of projects approved for advance funding and will be required to tender to the County records addressing how the funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc... to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

VI. Personnel & Participation Conditions

1. Hatch Act

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII, WAIVER

Cook County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Cook County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. CERTIFICATION

The subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from Cook County from the allocation of the Coronavirus Relief Fund provided to Cook County for eligible expenditures. The subrecipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Cook County.

Subrecipient agrees that they will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Cook County's allocation of CRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. Cook County has no legal requirement to provide funding to any Subrecipient.

VI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the of Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cook County.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

[INSERT SUBRECIPIENT]

Signed: _____
Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

COOK COUNTY, ILLINOIS

Signed: _____
Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Signed: _____

Office of the Cook County State's Attorney

ATTACHMENT A – ELIGIBLE EXPENSES

Eligible expenses are subject to approval by Cook County and are contingent on allowability under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. Cook County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below is nonexclusive, and additional Federal funding sources may include additional eligible expenses.

Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
- Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for:

- Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase.
 - COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
- Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.

- Expenses for quarantining individuals.
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.
- Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Subrecipient’s receipt of funds or the commitment of funds by the Cook County, Subrecipient hereby assigns to Cook County all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Subrecipient under the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Agreement entered into by and between Cook County, Illinois, and _____ on _____, 2020. Any such funds received by the Subrecipient shall be referred to herein as “additional funds.”

Additional funds received by the Subrecipient that that are determined to be a Duplication of Benefits (“DOB”) shall be referred to herein as “DOB Funds.” Subrecipient agrees to immediately notify Cook County of the source and receipt of additional funds related to the COVID-19 pandemic. Cook County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to Cook County. Subrecipient agrees to reimburse Cook County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by Cook County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and Cook County.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

Subrecipient: _____

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE LICENSE SUPPLEMENT FOR A SMALL WIRELESS FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND CHICAGO SMSA LIMITED PARTNERSHIP D/B/A/ VERIZON WIRELESS OF BASKING RIDGE, NEW JERSEY (1400 S. ARLINGTON HEIGHTS ROAD)

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

Section 1: That the Assistant Village Manager be and is hereby authorized to sign the attached document marked:

**EXHIBIT "A"
LICENSE SUPPLEMENT**

to ratify the agreement between the Village of Elk Grove Village and Chicago SMSA Limited Partnership d/b/a/ Verizon Wireless of Basking Ridge, New Jersey (1400 S. Arlington Heights Road), 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 1400 S. ARLINGTON HEIGHTS RD. ELK GROVE VILLAGE, IL 60007. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
4. **Initial Rent.** During the initial term of this Supplement, rent shall be \$200.00 per year, payable to LICENSOR at 901 Wellington Ave 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: MA
Name: Maggie Jablonski
Title: Assistant Village Manager
Date: 8/4/20

LICENSEE

Chicago SMSA Limited Partnership d/v/a Verizon Wireless

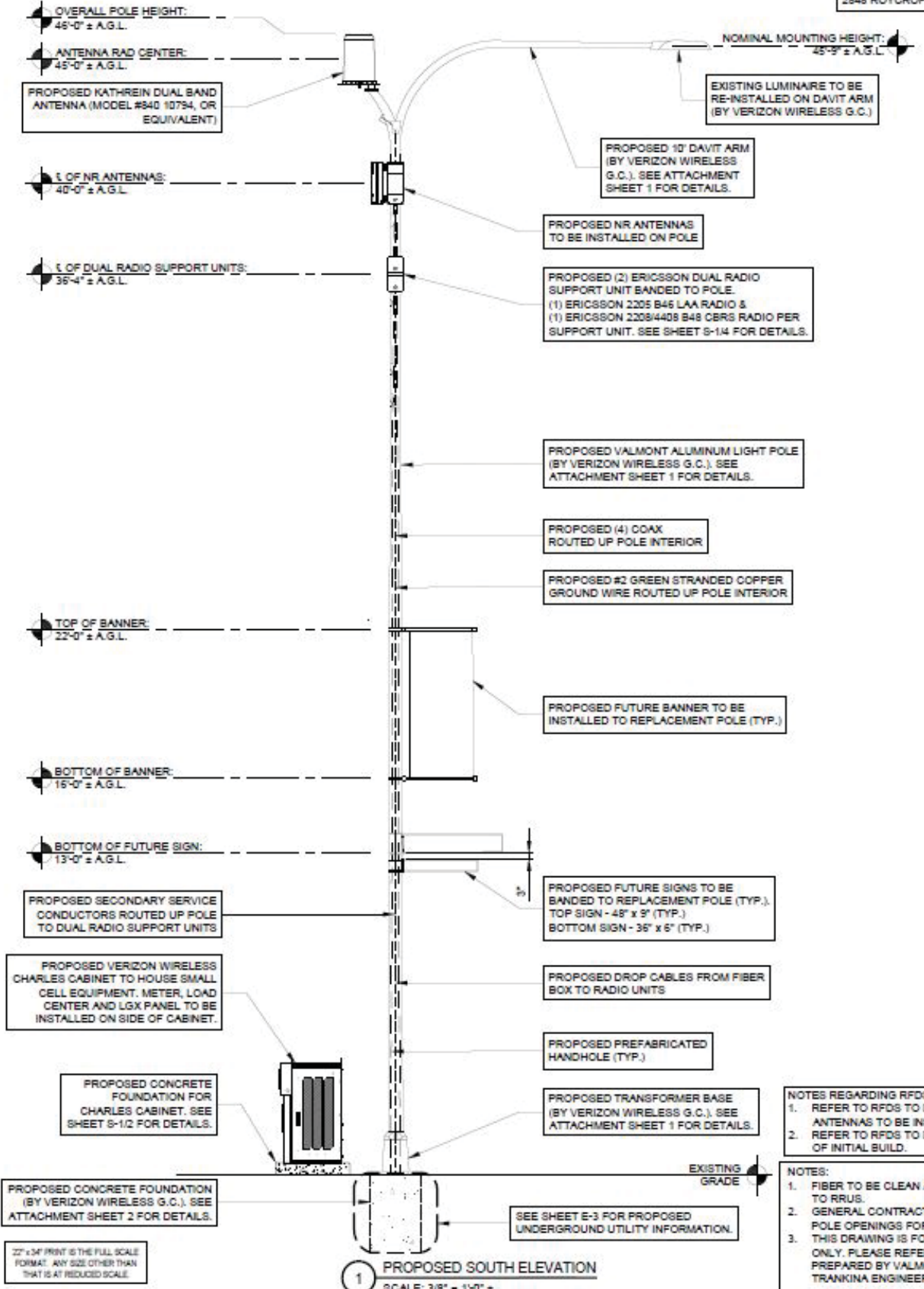
BY: JM
Name: Jim Martin
Title: Director Engineering
Date: 7/8/20

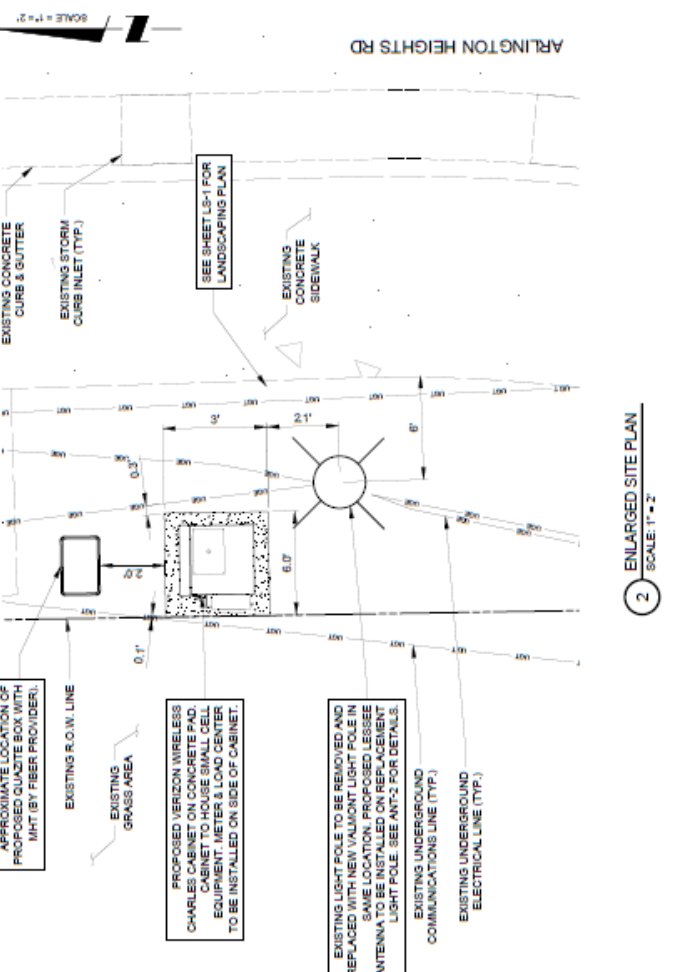
EXHIBIT 1

Premises

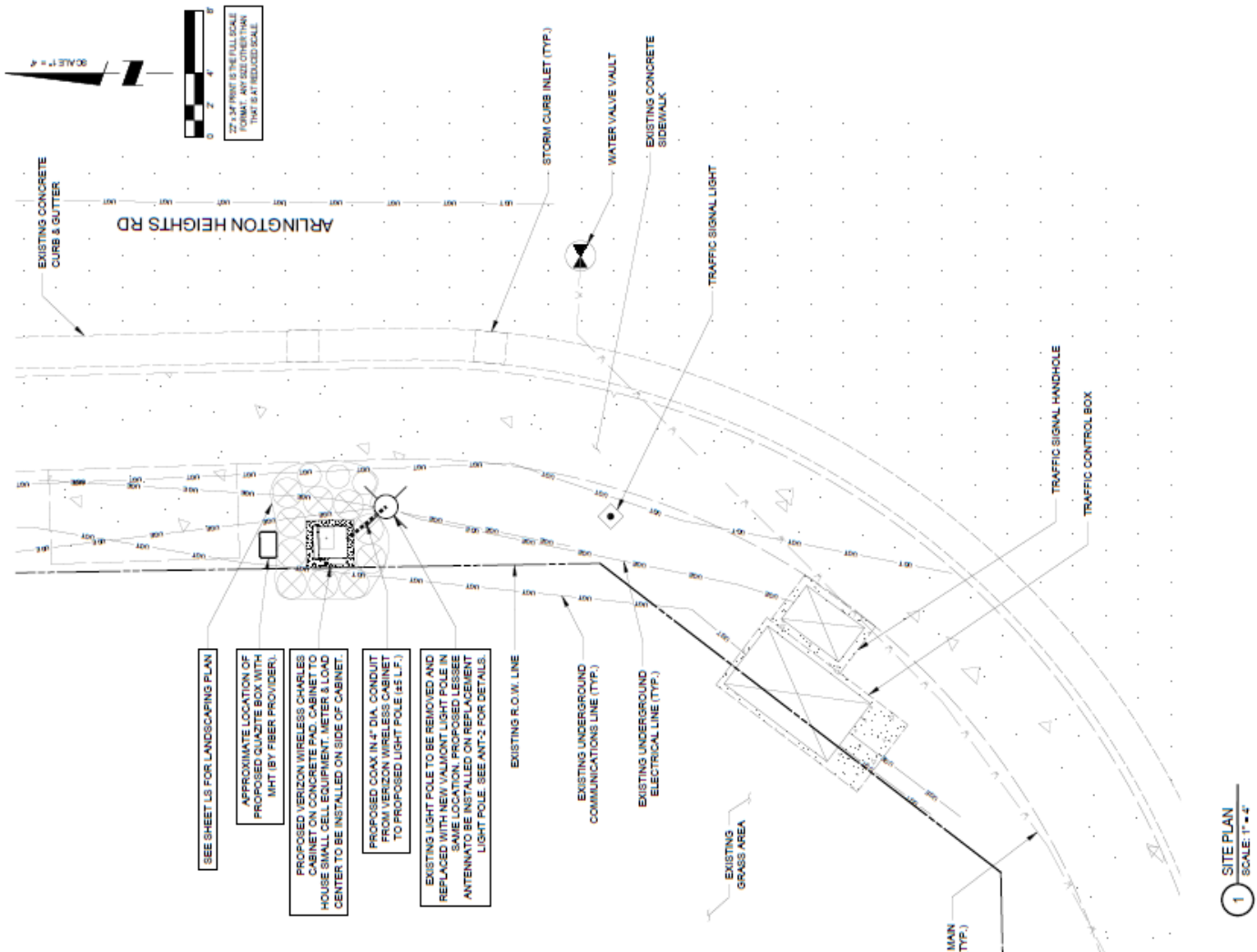
(see attached site plans)

GENERAL CONTRACTOR
PROPOSED EQUIPMENT
2848 ROY CROFT





2 ENLARGED SITE PLAN
SCALE: 1" = 2'



1 SITE PLAN
SCALE: 1" = 2'

NOTE:

- THE PLAN MAY NOT CONTAIN ALL SUBSURFACE UTILITIES, VERIZON WIRELESS, G.C. TO FIELD LOCATE ALL SUBSURFACE UTILITIES PRIOR TO CONSTRUCTION. CARE IS TO BE TAKEN AS NOT TO DAMAGE ANY OF THE EXISTING TRAFFIC SIGNAL CONDUITS, FIBER CABLES AND EQUIPMENT. IF ANY OF THE TRAFFIC SIGNAL CONDUITS, CABLES AND/OR EQUIPMENT IS DAMAGED, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE THE CONDUITS, CABLES AND/OR EQUIPMENT AT NO COST TO THE COUNTY.
- THE COUNTY IS NOT PART OF JULIE FOR LOCATION OF TRAFFIC SIGNAL, ELECTRICAL, ARCHITECTURAL, AND LANDSCAPING DIVISION AT 315-903-1730.
- FOR THE LOCATION OF UNDERGROUND COUNTY MAINTAINED FACILITIES, SEE COUNTY SPECIAL PROVISION "TRAFFIC SIGNAL WORK GENERAL".
- IF THIS CONTRACT REQUIRES THE SERVICES OF AN ELECTRICAL CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE AT HIS/HER OWN EXPENSE FOR LOCATING EXISTING DOT AND CDDOTH FACILITIES PRIOR TO SERVICES ELECTRICAL WORK. THIS CONTRACT DOES NOT REQUIRE THE CONTRACTOR TO LOCATE EXISTING DOT AND CDDOTH ELECTRICAL FACILITIES ONE FREE LOCATE FOR EXISTING DOT AND CDDOTH ELECTRICAL FACILITIES FROM THE ELECTRICAL MAINTENANCE CONTRACTOR(S) PRIOR TO THE START OF ANY WORK. ADDITIONAL REQUESTS MAY BE AT THE EXPENSE OF THE CONTRACTOR. THE LOCATION OF UNDERGROUND TRAFFIC FACILITIES DOES NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY TO REPAIR ANY FACILITIES DAMAGED DURING CONSTRUCTION AT THEIR EXPENSE.
- RELOCATIONS SHALL BE DONE WITH 4" TOPSOIL, FERTILIZER, AND SOG FOR ALL DISTURBED AREAS.

SURVEY PERFORMED BY:
Advanced Surveying & Mapping
Telephone (630) 273-2500
Fax (630) 273-2600
E-MAIL: advanced@advct.com



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A MASTER PROJECT AGREEMENT 2 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:

**EXHIBIT F
MASTER PROJECT AGREEMENT 2**

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

EXHIBIT F
MASTER PROJECT AGREEMENT 2

This Project Agreement (the “Agreement”), together with the Master Services Agreement between PCG-SDM HOLDINGS, LLC DBA 4FRONT (“4FRONT”) and Elk Grove Village (“the client”) signed on July 7, 2020, contains an additional understanding 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, as per the original Exhibit A of the Master Service Agreement executed by the Parties on July 7, 2020.

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 two (2) United States Olympic National Governing Bodies (NGB) for the Village to implement a \$75,000 sponsorship campaign to the 2nd and 3rd placed NGB’s. 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’s 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 of the Master Services Agreement executed by the Parties on July 7th, 2020.
- Campaign activation & communications plan
 - 4FRONT will customize the NGB’s 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 partnership with the selected NGB's 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.
- 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 for Project Agreement 2

\$100,000 USD

- To be billed as follows:
 - \$50,000 to the 'silver' NGB payable as set forth in the executed contract.
 - \$25,000 to the 'bronze' NGB payable as set forth in the executed contract.
 - \$25,000 to 4FRONT for services rendered to deliver on the additional RFP submissions as outlined in this project agreement, payable in October, 2020.

IN WITNESS WHEREOF, the parties have caused this Master Project Agreement 2 to be executed by duly authorized representatives.

ELK GROVE VILLAGE

4FRONT

By: _____

By: _____

Its: _____

Its: _____

DATE: _____

DATE: _____

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 2301-2311
TOUHY AVENUE, ELK GROVE VILLAGE, ILLINOIS**

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

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

WHEREAS, the Mayor and Board of Trustees, finds that special circumstances justify finding that the property is "abandoned" for purpose of a Class 6B designation, even though it has been vacant and unused for more than 12 months and there has been no purchase for value, 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; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status special circumstances pursuant to said aforementioned ordinance for certain real estate located at 2301-2311 Touhy Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-35-200-025-0000, 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 2301-2311 Touhy Avenue, Elk Grove Village, Cook County, Illinois, and identified by Property Index Number 08-35-200-025-0000, declared eligible for Class 6B status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

THE WEST 5.72 FEET OF LOT 37 AND ALL OF LOTS 38, 39 AND 40, ALL IN CENTEX INDUSTRIAL PARK UNIT 6, BEING A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS ON DECEMBER 8, 1961 AS DOCUMENT NUMBER LR2011608 IN COOK COUNTY, ILLINOIS.

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

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-35-200-025-0000. Elk Grove Village is in receipt of an economic disclosure statement that is included 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 the landscaping and update/improve the façade;
- b. Add new signage and replace bollards;
- c. Reconstruct the existing concrete dock drive per Elk Grove Village standards and install new sidewalk;
- d. Sealcoat/restripe the parking lot and install new exterior lighting; and
- e. Other general maintenance.

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

VOTE: AYES: _____NAYS: _____ABSENT: _____
PASSED this _____ day of _____ 2020
APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Exhibit A

Special circumstances requested by PKS Holding LLC
2301-2311 Touhy Ave., Elk Grove Village, Illinois (PINs: 08-35-200-025-0000 part of)

PKS Holding LLC (“Applicant”) is requesting a Resolution in support and consent of a Class 6b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for greater than 24 continuous months without a purchase for value, special circumstances and substantial rehabilitation.

The Applicant purchased the subject property in 2018 and plans to rehabilitate the same. The subject property is approximately 36,000 square feet located on an approximately 102,402 square foot site. Approximately 26,000 square feet has been 100% vacant and unused since July 1, 2018. As noted above, the Applicant plans to complete significant rehabilitation to the entire subject property and lease the currently vacant approximately 26,000 square feet to an industrial user. At this time the Applicant does not have a tenant in place but believes that it will be able to secure one after it completes the improvements and secures a Class 6b Incentive. In addition, the Applicant believes that any tenant in this space will bring anywhere from 10 to 20 employees.

As noted above, the Applicant plans to significantly rehabilitate the subject property. Therefore, the Applicant plans to spend approximately \$250,000 to \$300,000 to immediately rehabilitate and improve the subject property. Based on initial inspections these improvements will be to update the landscaping, update/improve the façade, add new signage, add new exterior windows, replace bollards, reconstruct the existing concrete dock drive per Elk Grove Village standards, install new exterior lighting, install a new sidewalk and sealcoat and restripe the parking lot as well as to complete other general maintenance. Please note that all of the rehabilitation costs could significantly vary depending on a variety of factors such as market variances. Further inspections of the subject property may require additional improvements. The rehabilitation will create approximately 5 to 15 construction jobs.

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

We note that the Applicant will be applying to create two new PINs on the subject property. One PIN will consist of the currently occupied approximately 10,000 square feet and the other PIN will consist of the remainder of the building (approximately 26,000 square feet) and site. As a result, the Applicant is only requesting a Class 6b Incentive on the approximately 26,000 square feet that has been 100% vacant and unused since July 1, 2018. Please see the attached aerial and Plans.

Based on our research and the additional costs that must be incurred to improve and rehabilitate the building in order for this to be a successful endeavor, the Applicant must possess a Class 6b Incentive to complete the improvements and to successfully operate the property. It is for these reasons that it is necessary to grant the Applicant a Resolution in support and consent of a Class 6b Incentive for the subject property based on occupation of an abandoned property that has been vacant for greater than 24 continuous months without a purchase for value and with special circumstances and substantial rehabilitation.

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 (MCDONALD'S CORPORATION, 1910-1912 E. HIGGINS ROAD)

WHEREAS, on August 11, 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 Designated 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

THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:

This space reserved for Recorder's use only.

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2020, by and between the **VILLAGE OF ELK GROVE**, an Illinois home rule municipal corporation located in the Counties of Cook and DuPage, Illinois (the "Village") and **MCDONALD'S CORPORATION**, a Delaware corporation and **MCDONALD'S USA, LLC**, a Delaware limited liability company (collectively "Owner") (the Village and Owner are sometimes hereinafter collectively referred to as "Parties" and individually referred to as a "Party").

RECITALS

A. Owner is the owner of record of approximately 1.80 acres of real property commonly known as 1912 E. Higgins Road, in Cook County, Illinois and legally described on Exhibit A attached hereto (the "Property"). The Property is currently unincorporated but contiguous to the Village's corporate boundaries.

B. The Property is currently operated as a McDonald's restaurant facility with associated drive-through facilities and signage. The existing improvements are referred to herein collectively as the "Existing Improvements".

C. The Property along with the applicable portions of adjacent rights-of-way (to the extent, if at all, not already located within the corporate limits of the Village or of another municipality) is intended to be annexed to the Village pursuant to the provisions of Section 7-1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq., and Owner desires to annex the Property to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

D. Owner intends to continue the existing use on the Property.

E. The Parties acknowledge that annexation of the Property to the Village will be compatible with and will further the planning objectives of the Village as a whole, will be of substantial benefit to the Village, will extend the corporate limits and jurisdiction of the Village,

will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents.

F. The Village has agreed to have the Property annexed to the Village, to zone the Property as herein described in order to facilitate Owner's (i) continued operation and maintenance, as necessary, of the Existing Improvements on the Property.

G. Owner has filed with the Village Clerk a proper annexation petition pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, signed by the owner of record of the Property. No electors reside on the Property.

H. Pursuant to the applicable provisions of the Illinois Municipal Code and in accordance with the Village's home rule powers, a proposed agreement similar in substance and in form to this Agreement was submitted to the Mayor and Board of Trustees of the Village (hereinafter collectively referred to as the "Village Corporate Authorities") and a public hearing by the Village Corporate Authorities was held on _____, 2020, pursuant to notice, as provided by statute.

I. Pursuant to notice, as required by statute and ordinance, a public hearing was held by the Village's Plan Commission on the requested annexation and rezoning, of the Property on _____, 2020 and the recommendations and findings of fact made by said body relative to such requests, have been forwarded to the Village Corporate Authorities.

J. All other notices required by law to be given have been given.

K. The Village Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Village Plan Commission in connection with the proposed zoning of the Property and have further duly considered the terms and provisions of this Agreement and, by a resolution or ordinance duly adopted by a vote of at least two-thirds (2/3) of the Village Corporate Authorities then holding office, have authorized the execution of this document.

L. The Parties desire to set forth herein their agreements and understandings with respect to the coordinated use of the Property.

M. The Parties desire to enter into this Agreement pursuant to (i) Section 11-15.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq.

N. Each Party has materially altered its respective position in reliance upon the execution of this Agreement and the performance of its terms and provisions by the other Party.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article 1.

ARTICLE II
ANNEXATION OF THE PROPERTY

The Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village within thirty (30) days after the execution of this Agreement, unless otherwise extended by mutual agreement of the Parties, subject to the terms and conditions set forth in 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 Property or challenge the method or procedures by or through which the Parties purported to cause the property to be annexed to the Village, the Parties agree that they shall fully cooperate 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 III
REZONING AND NON-CONFORMING STANDARDS OF THE PROPERTY

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, businesses and uses depicted on the Site Survey 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, including the addition of fire suppression sprinklers to the building, pursuant to the Village Zoning Ordinance and/or other provisions of the Village Code as a result of this annexation. Classification as a legal non-conforming structure and use shall continue in effect upon expiration of this Agreement.

Upon annexation, no other consents, permits, authorizations, or approvals of any kind or natures, except as same relate to life safety issues or routine business licensing shall be required from the Village in order to permit Owner to continue to operate and maintain the Existing Improvements on the Property (other than activities for which a building permit may be required in the ordinary course of business, which the Village shall not unreasonably withhold or delay). The current Existing Improvements shall be permitted 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

In addition, Owner shall not be required to upgrade or install any improvements except to the extent necessary to connect to the municipal services contemplated herein, including fire alarm and direct connect requirements of the Fire Department.

At no time and under no circumstances shall the Village adopt an ordinance or resolution establishing a moratorium which would have any adverse impact on the Current Use of the Property or any portion thereof. Any moratorium which precludes, delays, restricts, limits, or prevents entirely or in part and in any manner whatsoever, the issuance of a permit for the continued operation and maintenance of the Existing Improvements would be deemed to have an adverse impact.

ARTICLE IV POTABLE WATER SERVICE

a. 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 agrees to connect to the service line at such time as Owner determines is appropriate following the completion of the Water Main Extension Project.

b. 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).

c. 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.

d. The Village agrees to waive any and all water connection fees, tap-on fees, and associated permit review/inspection 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 V
FEES, CONTRIBUTIONS, DONATIONS, AND RECAPTURES

a. The Village hereby agrees to waive the Owner's annexation, rezoning, application, and any review fees associated with the aforementioned application.

b. The Village hereby represents and warrants to Owner that (i) no cash or land contributions or impact fees shall be imposed upon Owner or upon the use of the Property during the Term of this Agreement; (ii) no donations or other charges or fees of any type or description shall be imposed upon Owner or upon the use of the Property during the Term of this Agreement, except as specifically provided in this Agreement or mandated by state or federal law; and (iii) the Property is not subject to any recapture agreements or ordinances. Subsequent to the annexation, Owner shall thereafter pay to the Village all generally applicable permit fees, plan review fees, inspection fees and similar fees at the times set forth in applicable Village ordinances in effect as of the date hereof.

ARTICLE VI
CODES & ORDINANCES

a. To the extent of any conflict, ambiguity or inconsistency between, on the one hand, the terms, provisions or standards contained in this Agreement, and on the other hand, the terms, provisions or standards, either presently existing or hereafter adopted or amended, of the Village's Zoning Ordinance, the Village's Subdivision Ordinance or any other Village Code, ordinance or regulation; the terms, provisions and standards of this Agreement shall in all cases govern and control. Notwithstanding the foregoing, if any Village code, ordinance or regulation of general applicability is hereafter adopted or amended so as to be less restrictive upon Owner with respect to the use of the Property than is currently the case, then, at the option of Owner, such less restrictive regulation or amendment shall control and become applicable to the use of the Property as set forth herein without the requirement of an amendment to this Agreement.

ARTICLE VII
MUTUAL ASSISTANCE AND COOPERATION

The Parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances 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 terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms. Further, the Village agrees to fully cooperate with Owner if Owner must obtain approvals or permits that are legally required to (i) accomplish the annexation of the Property or (ii) facilitate the operation or maintenance for the Existing Improvements from any governmental or quasi-governmental entity including the Village, including approvals or permits from Cook County, the State of Illinois and the U.S. Government, and upon Owner's request, the Village shall promptly execute upon review and subsequent concurrence with any applications or other documents which the Owner intends to file with such other governmental or quasi-governmental entities. Further, the Village agrees that it shall not interfere with the lawful management, operation, maintenance, or repair to the Existing Improvements pursuant to this Agreement. No Party shall challenge the validity of this Agreement or the ordinances adopted pursuant hereto.

ARTICLE VIII
DEFECTS IN ANNEXATION OR ZONING: DISCONNECTION

If the annexation and zoning of the Property as provided for herein is in any way deemed to be defective, the Parties agree that they shall do all things legally necessary and appropriate to cure any and all defects to cause the Property to be validly annexed to the Village and zoned to permit the Property to be operated, and maintained as contemplated herein. Owner shall be entitled to and the Village shall take all actions necessary to facilitate the disconnection of the Property from the Village if (i) the Village takes any action which would change the zoning of the Property from the B-3 Automotive Business District for the Existing Improvements; (ii) the Village takes any action which would cause the Existing Improvements (or any portion thereof) to become unpermitted or disallowed non-conforming uses and/or non-conforming structures; (iii) there is a material breach of this Agreement by the Village; or (iv) if Owner for any reason is unable to connect the Property to the Village's municipal water system

ARTICLE IX
REMEDIES

a. Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. No action taken by any Party pursuant to the provisions of this Section 11 or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute

an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

b. In the event of a breach of this Agreement, the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein (provided, however, if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same, said thirty (30)-day period shall automatically be extended for an additional thirty (30) day period). In the event the Village is in default of its obligations under Article III, Owner may immediately seek available remedies in connection with the issuance of building permits and certificates of occupancy.

c. If any of the Parties shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and, such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30)-day period shall be extended in accordance with Article IX, Section b above if the defaulting Party has initiated the cure of said default above and is diligently proceeding to cure the same, except that such period shall not apply to the time frames with respect to the issuance of building permits and certificates of occupancy as set forth above), then, in addition to any and all other remedies that may be available, either at law or in equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting Party hereby agrees to pay and reimburse the Party affected by such default for all reasonable costs and expenses (including attorneys' fees and litigation expenses) incurred by it in connection with any action taken to cure such default.

d. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

e. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure along with an estimate of the duration of such delay event not later than twenty-one (21) days after the claiming Party becomes aware of the same.

f. In the event legal action or other proceeding is brought for enforcement of this Agreement or with respect to an alleged breach, default or misrepresentation, the successful or prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorneys' fees and related costs (including any fees and costs incident to appeals) in addition to any other relief hereunder to which such Party may be entitled.

g. This Agreement shall be enforceable in any court of competent jurisdiction by either of the Village or Owner, or by any successor or successors in title or interest or by the assigns of the Parties. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois, and that Illinois law will apply thereto.

12. **Term.** This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such longer term as hereafter may be authorized by state statute (the “Term”). If any of the terms of this Agreement or the annexation or zoning of the Property is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20)-year period. The expiration of the Term of this Agreement shall not affect the continuing validity of the zoning of the Property, any ordinance enacted by the Village pursuant to this Agreement or any agreement separately entered into by the Parties pursuant to this Agreement.

13. **Miscellaneous.**

a. **Amendments.** This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest. Further, the Approvals Ordinances and the documents referenced therein shall not be revoked, amended or modified during the Term hereof without the consent of both the Village and Owner. Amendments to the Approvals Ordinances affecting the Property (or any designated portion thereof) and any modifications or changes to the information contained in the exhibits attached to this Agreement sought by Owner may be considered and acted on by the Village Corporate Authorities without the requirement of an amendment to this Agreement provided that applicable requirements of the Village’s Zoning Ordinance are satisfied and that the Village Corporate Authorities vote to grant the requested amendment in the lawful exercise of their legislative discretion.

b. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Village Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement.

c. **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, relative to the matters herein contained and shall be deemed a full integration of the entire agreement of the Parties.

d. **Survival.** The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the Village.

e. **Successors and Assigns.** This Agreement and the rights and obligations of each Party contained herein shall inure to the benefit of and shall be binding upon, respectively, Owner and its respective successors, grantees, lessees, transferees and assigns, and upon successor Village Corporate Authorities of the Village and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned by Owner without Village approval and, upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If all or any portion of the Property is sold, the seller thereof shall be deemed to have assigned to the purchaser thereof, and such purchaser shall be deemed to have assumed, any and all rights and obligations such seller may have under this Agreement which affect the portion of the Property sold or conveyed, and thereafter such seller shall have no further rights or obligations under this Agreement as it relates to the portion of the Property conveyed unless and to the extent expressly reserved by such seller.

f. **Notices.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) sent by telecopy facsimile; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service or (c) two (2) business days after deposit in the mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to Village: Village of Elk Grove
901 Wellington Avenue
Elk Grove, Illinois 60007
Attention: Village Manager
Fax No. (847) 357-4022

with a copy to: Village of Elk Grove
901 Wellington Avenue
Elk Grove, Illinois 60007
Attention: Village Clerk
Fax No. (847) 357-4022

If to Owner: McDonald's Corporation

Fax No. (630) 536-2612

with a copy to:

James E. Olguin
Buikema Law Group, LLC
15 Salt Creek Lane, Suite 103
Hinsdale, IL 60521
Fax No. (630) 214-5440

h. **Time of Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

i. **Exhibits.** All exhibits attached hereto are declared to be a part of this Agreement and incorporated herein by this reference.

j. **Conflicts and Inconsistencies.** To the extent of any conflict, ambiguity or inconsistency between the terms of this Agreement and the Village's Municipal Code, this Agreement shall govern and control in all instances. If minor modifications to the exhibits (including any plans attached hereto) became necessary, the Village Manager shall be authorized to implement such modifications without an amendment to the Approvals Ordinances or this Agreement.

k. **Interpretation.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

l. **Business Day.** For purposes of this Agreement, a "business day", "working day" or similar term shall mean a day when the Village Hall and the Village departments conduct regular administrative operations.

m. **No Waiver or Relinquishment of Right to Enforce Agreement.** The failure of any Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of the them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

n. **Cumulative Remedies.** Unless expressly provided otherwise herein, the rights and remedies of the Parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of the Parties and may be exercised as often as occasion therefore shall arise.

o. **Reasonable Approval.** Unless otherwise expressly set forth herein to the contrary, wherever any approval or consent of a Party is called for under this Agreement, the same shall not be unreasonably withheld, qualified or delayed.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

VILLAGE:

VILLAGE OF ELK GROVE,
an Illinois municipal corporation

By: _____
Village Mayor

ATTEST:

Village Clerk

OWNER:

McDonald's Corporation, a Delaware corporation

By: _____
Name: _____
Its: _____

McDonald's USA, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on _____ day of _____, 2020 by _____, the Mayor of the VILLAGE OF ELK GROVE, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL
My Commission expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____ day of _____, 2020 by _____ of McDonald's Corporation, a Delaware corporation.

Signature of Notary

SEAL
My Commission expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____ day of _____, 2020 by _____ of McDonald's USA, LLC, a Delaware limited liability company.

Signature of Notary

SEAL
My Commission expires: _____

Exhibit A

**1910-1912 E. Higgins Road, PIN #08-26-101-007-0000, 08-26-101-011-0000,
08-26-101-015-0000**

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 CENTER LINE OF HIGGINS ROAD AS IMPROVED AND OCCUPIED, 615.14 FEET SOUTHEASTERLY OF ITS INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26 AFORESAID; THENCE NORTH 48°12'12" EAST (ASSUMED) AT RIGHT ANGLES TO THE SAID CENTER LINE 50.00 FEET TO THE NORTHEASTERLY LINE OF SAID HIGGINS ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 48°12'12" EAST 222.28 FEET; THENCE NORTH 37°24'04" WEST 33.70 FEET; THENCE NORTH 48°16'51" EAST 25 FEET, MORE OR LESS TO A LINE 82.50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE PROPERTY ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED DATED OCTOBER 31, 1956 AND RECORDED NOVEMBER 9, 1956 AS DOCUMENT 16750861, BEING ALSO THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY DEED DATED NOVEMBER 10, 1958 AND RECORDED DECEMBER 18, 1958 AS DOCUMENT NUMBER 17408538; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE 102.80 FEET, SAID PARALLEL LINE BEING THE ARC OF A CIRCLE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3072.29 FEET AND A CHORD WHICH BEARS NORTH 45°57'33" WEST 102.80 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 39°02'46" WEST 161.97 FEET TO THE SOUTH LINE OF OAKTON STREET PER DOCUMENT #9967969 RECORDED MARCH 27, 1928; THENCE SOUTH 88°38'48" WEST ALONG SAID SOUTH LINE 121.59 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, THROUGH A POINT 310.00 FEET EAST OF ITS INTERSECTION WITH THE CENTER LINE OF HIGGINS ROAD AFORESAID; THENCE SOUTH 01°21'12" EAST ALONG SAID PERPENDICULAR LINE 58.00 FEET; THENCE SOUTH 21°52'39" WEST 64.43 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE CENTER LINE OF HIGGINS ROAD THROUGH A POINT 312.00 FEET SOUTHEASTERLY OF ITS INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26 AFORESAID; THENCE SOUTH 48°12'12" WEST ALONG SAID PERPENDICULAR LINE 58.00 FEET TO THE NORTHEASTERLY LINE OF HIGGINS ROAD; THENCE SOUTH 41°47'48" EAST ALONG SAID NORTHEASTERLY LINE 303.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 78,579 SQUARE FEET OR 1.80 ACRES, MORE OR LESS.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AND REZONING CERTAIN TERRITORY TO THE VILLAGE OF ELK GROVE VILLAGE (MCDONALD'S CORPORATION, 1910-1912 E. HIGGINS ROAD)

WHEREAS, a written petition has been filed with the Village Clerk of the Village of Elk Grove Village by McDonald's Corporation, 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 1.80 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 Owner 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 11th day of August, 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 August 2020 in pamphlet form.

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

1910-1912 E. HIGGINS ROAD, PIN #08-26-101-007-0000, 08-26-101-011-0000,
08-26-101-015-0000

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 CENTER LINE OF HIGGINS ROAD AS IMPROVED AND OCCUPIED, 615.14 FEET SOUTHEASTERLY OF ITS INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26 AFORESAID; THENCE NORTH 48°12'12" EAST (ASSUMED) AT RIGHT ANGLES TO THE SAID CENTER LINE 50.00 FEET TO THE NORTHEASTERLY LINE OF SAID HIGGINS ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 48°12'12" EAST 222.28 FEET; THENCE NORTH 37°24'04" WEST 33.70 FEET; THENCE NORTH 48°16'51" EAST 25 FEET, MORE OR LESS TO A LINE 82.50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE PROPERTY ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED DATED OCTOBER 31, 1956 AND RECORDED NOVEMBER 9, 1956 AS DOCUMENT 16750861, BEING ALSO THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY DEED DATED NOVEMBER 10, 1958 AND RECORDED DECEMBER 18, 1958 AS DOCUMENT NUMBER 17408538; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE 102.80 FEET, SAID PARALLEL LINE BEING THE ARC OF A CIRCLE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3072.29 FEET AND A CHORD WHICH BEARS NORTH 45°57'33" WEST 102.80 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 39°02'46" WEST 161.97 FEET TO THE SOUTH LINE OF OAKTON STREET PER DOCUMENT #9967969 RECORDED MARCH 27, 1928; THENCE SOUTH 88°38'48" WEST ALONG SAID SOUTH LINE 121.59 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, THROUGH A POINT 310.00 FEET EAST OF ITS INTERSECTION WITH THE CENTER LINE OF HIGGINS ROAD AFORESAID; THENCE SOUTH 01°21'12" EAST ALONG SAID PERPENDICULAR LINE 58.00 FEET; THENCE SOUTH 21°52'39" WEST 64.43 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE CENTER LINE OF HIGGINS ROAD THROUGH A POINT 312.00 FEET SOUTHEASTERLY OF ITS INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26 AFORESAID; THENCE SOUTH 48°12'12" WEST ALONG SAID PERPENDICULAR LINE 58.00 FEET TO THE NORTHEASTERLY LINE OF HIGGINS ROAD; THENCE SOUTH 41°47'48" EAST ALONG SAID NORTHEASTERLY LINE 303.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 78,579 SQUARE FEET OR 1.80 ACRES, MORE OR LESS.

EXHIBIT B

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

GRAPHIC SCALE



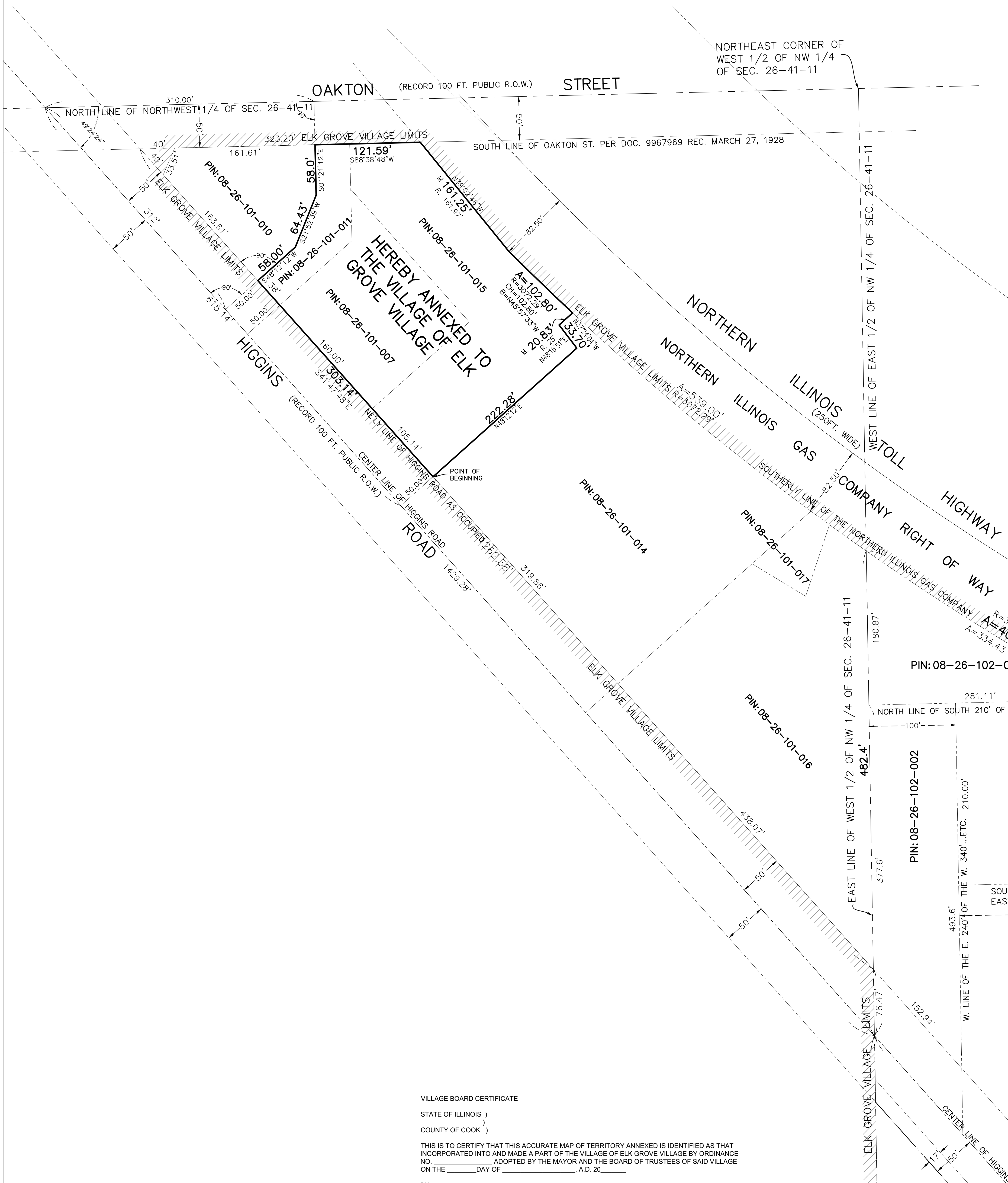
THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT A POINT ON THE CENTER LINE OF HIGGINS ROAD AS IMPROVED AND OCCUPIED, 615.14 FEET SOUTHEASTERLY OF ITS INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26 AFORESAID; THENCE NORTH 48°12'12" EAST (ASSUMED) AT RIGHT ANGLES TO THE SAID CENTER LINE 50.00 FEET TO THE NORTHEASTERLY LINE OF SAID HIGGINS ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 48°12'12" EAST 222.28 FEET; THENCE NORTH 37°24'04" WEST 33.70 FEET; THENCE NORTH 48°16'51" EAST 25 FEET, MORE OR LESS TO A LINE 82.50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE PROPERTY ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED DATED OCTOBER 31, 1956 AND RECORDED NOVEMBER 9, 1956 AS DOCUMENT 16750881, BEING ALSO THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY DEED DATED NOVEMBER 10, 1958 AND RECORDED DECEMBER 18, 1958 AS DOCUMENT NUMBER 17408538; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE 102.80 FEET, SAID PARALLEL LINE BEING THE ARC OF A CIRCLE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3072.29 FEET AND A CHORD WHICH BEARS NORTH 45°57'33" WEST 102.80 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 39°02'46" WEST 161.97 FEET TO THE SOUTH LINE OF OAKTON STREET PER DOCUMENT #9967969 RECORDED MARCH 27, 1928; THENCE SOUTH 88°38'48" WEST ALONG SAID SOUTH LINE 121.59 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, THROUGH A POINT 310.00 FEET EAST OF ITS INTERSECTION WITH THE CENTER LINE OF HIGGINS ROAD AFORESAID; THENCE SOUTH 01°21'12" EAST ALONG SAID PERPENDICULAR LINE 58.00 FEET; THENCE SOUTH 21°52'39" WEST 64.43 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE CENTER LINE OF HIGGINS ROAD THROUGH A POINT 312.00 FEET SOUTHEASTERLY OF ITS INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26 AFORESAID; THENCE SOUTH 48°12'12" WEST ALONG SAID PERPENDICULAR LINE 58.00 FEET TO THE NORTHEASTERLY LINE OF HIGGINS ROAD; THENCE SOUTH 41°47'48" EAST ALONG SAID NORTHEASTERLY LINE 303.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 78,579 SQUARE FEET OR 1.80 ACRES, MORE OR LESS.

RESERVED FOR COOK CO.

RESERVED FOR THE VILLAGE OF ELK GROVE VILLAGE

PIN:
 08-26-101-007
 08-26-101-011
 08-26-101-015



VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF COOK)

THIS IS 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. 20____

BY: _____
 VILLAGE MAYOR

PRINTED NAME _____

ATTEST: _____
 VILLAGE CLERK

PRINTED NAME _____

NOTES:

Distances shown hereon are both Record (R.) & Measured (M.) unless otherwise noted and are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

No dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2019 "All Rights Reserved"

STATE OF ILLINOIS
 COUNTY OF COOK

I, BRIAN S. STOUT, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT HEREON DRAWN FROM PREVIOUS PLATS AND RECORDS FOR PURPOSES OF ANNEXING THE SAME AS SHOWN ON THE PLAT HEREON DRAWN. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SIGNED ON _____ AUGUST 22, 2019.

BY: 

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3584
 My license expires November 30, 2020



REVISED AUGUST 22, 2019 PER DEED CALLS

ORDERED BY: VILLAGE OF ELK GROVE VILLAGE
 ADDRESS: ELK GROVE VILLAGE, IL

GREMLEY & BIEDERMANN
 PLCS, CORPORATION
 LICENSE NO. 04-053332
 PROFESSIONAL LAND SURVEYORS
 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60650
 TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

ORDER NO. 2019-27004-001
 DATE: AUGUST 12, 2019
 SCALE: 1" = 60 FEET
 PAGE NO. 1 OF 1

G:\CAD\2018\2018-25348\2019-27004-001.dwg