



AGENDA

REGULAR VILLAGE BOARD MEETING

April 14, 2020
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION

3. APPROVAL OF MINUTES OF MARCH 10, 2020

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT:	MARCH 24, 2020	\$ 848,499.44
	MARCH 31, 2020	\$2,550,341.20
	APRIL 14, 2020	\$ 761,639.20

6. CONSENT AGENDA

- a. Consideration to concur with prior Village Board authorization to approve the Elk Grove Village Coronavirus Relief Package Proclamation to provide economic assistance to Elk Grove Village residential and commercial residents that have been severely affected by the nationwide COVID-19 Pandemic.

(On March 23, 2020, a proclamation was executed with prior authorization from the Village Board to offer financial relief to the Elk Grove Village community being severely affected from the nationwide COVID-19 Pandemic.

(Pursuant to Governor Pritzker's Executive Order on March 20, 2020, all non-essential business and operations were ordered to cease by 5:00 p.m. on Saturday, March 21, 2020. (The Village Board understands the hardship placed on the residents and local businesses and acted to ease the financial burden and stress on the community.

(The relief package provides a \$200 credit on utility bills for all households and waives annual business license fees due June 1, 2020.)

- b. Consideration of a request from Village Point Church, 801 Beisner Road, to waive permit fees for parking lot maintenance work in the amount of \$120.

(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 the Kenneth Young Center, 1001 Rohlwing Road, to waive permit fees for an interior alteration in the amount of \$330.

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

(The Director of Community Development recommends approval.)

- d. Consideration of a request from the Elk Grove Park District to waive permit fees for parking lot maintenance at Audubon Park, 300 E. Elk Grove Boulevard, in the amount of \$808.

(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 to award a contract with Multisystem Management Company of Chicago, IL for the Cleaning and Custodial Services contract in the amount of \$33,290 from the General Fund.

(On Thursday, April 2, 2020, the Village opened sealed bids for Cleaning and Custodial Services contract. Seven (7) contractors obtained bids and four (4) bids were submitted. (This contract provides for routine cleaning services at the Charles J Zettek Municipal Building.

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

(The lowest responsive and responsible bid was received from Multisystem Management Company of Chicago, IL in the amount \$33,290.

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

(The Director of Public Works recommends approval.)

- f. Consideration to award a professional services contract to Rebechini Studios, Inc. of Elk Grove Village, IL for the construction and installation of a custom, decorative community installation for the Village Green in an amount not to exceed \$33,666 from the General Fund.

(Rebechini Studios has been commissioned to design, construct and install a custom, decorative community installation for the Village Green.

(It is anticipated that the project will be completed prior to this year's summer concerts.)

- g. Consideration to concur with prior Village Board authorization to waive the formal bidding process and award a purchase contract to Doty & Sons Concrete Products, Inc. of Sycamore, IL for the purchase of the concrete safety bollards for Rotary Green in the amount of \$38,091.68.

(The company that will be supplying the concrete safety bollards for the Rotary Green project has stated that they have a lead time of 10-12 weeks for an order of this size. (In order to complete the work and installation before the July 4th concerts, the Village needed to get its order in to the manufacturer in advance.

(This work is being done in conjunction with the larger project related to the expansion of the Rotary Green parking lot.

(With the Village direct purchasing this product now, we will save approximately one (1) month by advancing purchasing instead of waiting for the contractor to make this purchase.

(The request to waive the formal bidding process related to the fact that Doty is a local supplier of the product, they will provide a customizable bollard, and their staff is still working. In addition, the only other suppliers we were able to find when doing the initial bollard research had standard bollards (color, style, size, etc.), and were not able to make a custom bollard in such a relatively small quantity. Moreover, Doty has been extremely responsive throughout the entire process.

(The Deputy Village Manager recommends approval.)

- h. Consideration to renew a purchase contract with C.C. Carthage, Inc. of Lake Zurich, IL to Furnish and Deliver Sand and Gravel in the amount of \$39,234.07 from the General Fund and the Water-Sewer Fund.

(On May 24, 2016, the Village Board awarded a contract with C.C. Carthage, Inc. of Lake Zurich, IL to Furnish and Deliver Sand and Gravel.

(The contract provided for an option of four (4) additional renewals through April 30, 2021.

(C.C. Carthage performed satisfactorily throughout the first three years of the contract.

(The contract period is from May 1, 2020 through April 30, 2021.

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

(The Director of Public Works recommends approval.)

- i. Consideration to increase the Green Fund in the amount of \$40,000 for FY19-2020 to reflect higher than expected prior year true-up costs related to Solid Waste Agency of Northern Cook County operations and maintenance.

(Beginning with the service of month of January and through April, SWANCC captured true-up costs related to operations and maintenance from Fiscal Year 2019 in addition to regular monthly service costs. The additional costs were higher than expected and totaled approximately \$120,000.

(The Director of Finance recommends approval.)

- j. Consideration to award a professional service contract to Aquify - an Exelon Company of Chicago, IL, for continuous water main leak detection monitoring and analytic data services to early detect water leaks in our distribution system for the amount of \$41,820 from the Water & Sewer Fund.

(A proposal was solicited for a professional service contract to Aquify - an Exelon Company of Chicago, IL, for continuous water main leak detection monitoring and analytic

date services to early detect water leaks in our distribution system.

(This service will provide a turn-key monitoring and analytic service that will make data-driven decisions in order to find small water leaks in our system before they become larger and more costly.

(The Director of Public Works recommends approval.)

- k. Consideration to award a professional service contract to Engineering Enterprises, Inc. of Sugar Grove, IL, for design engineering services to install 800 feet of 12-inch water main located south of Biesterfield Road along an IDOT owned access road for the amount of \$45,438.00 from the Water & Sewer Fund.

(A proposal was solicited from Engineering Enterprises, Inc. (EEI) of Sugar Grove, IL for design engineering services to install 800 feet of 12-inch water main located south of Biesterfield Road along an IDOT owned access road.

(This project will abandon an aging dead end water main located inside the Forest Preserve District of Cook County and improve water quality by installing 800 feet of new water main south of Biesterfield along an IDOT owned access road.

(EEI will provide various preliminary engineering services like property surveys laboratory test, permitting, and preparation of bid documents.

(The Director of Public Works recommends approval.)

- l. Consideration to award a construction contract to the lowest responsive and responsible bidder, Strada Construction Company, Inc. of Addison, IL for the 2020 Private Participation Concrete Replacement Program (PPCRP) in the amount of \$75,355 from the General Fund.

(On Tuesday, March 17, 2020, the Village opened sealed bids for the 2020 Private Participation Concrete Replacement Program (PPCRP) project. A total of three (3) contractors obtained bid documents, with three (3) bids submitted.

(The lowest responsive and responsible bid was received from Strada Construction Company, Inc. of Addison, IL in the amount of \$78,355.00.

(Adequate funds are available in the General Fund.

(The Director of Community Development recommends approval.)

- m. Consideration to award a professional service contract with Advanced Automation & Controls, Inc. of McHenry, IL to provide the necessary professional services for upgrades to the Village's Supervisory Control and Data Acquisition (SCADA) system, upgrades to include 9 Programmable Logics Controller (PLC) and 34 Orbit Radios with ethernet switches in an amount not to exceed \$90,445 from the Water & Sewer Fund.

(Advanced Automation & Controls, Inc. of McHenry, IL, submitted a proposal to provide the necessary professional services for upgrades of the Village's Supervisory Control and Data Acquisition (SCADA) system upgrades include 9 Programmable Logics Controller (PLC) and 34 Orbit Radios with ethernet switches.

(Advanced Automation & Controls, Inc. has successfully completed SCADA system audits, PLC upgrades, and radio upgrades for other Chicago area municipalities, including Naperville, IL.

(Adequate funds are available in the Water & Sewer Fund.
(The Director of Public Works recommends approval.)

- n. Consideration to approve the Liability Insurance Premium for Fiscal Year 2020-21 submitted by Arthur J. Gallagher Risk Management Services at a premium level of \$97,469 with Safety National for Worker's Compensation Excess coverage.

(This year's total premium renewal represents coverage for the sole remaining insurance policy not covered by the Suburban Liability Insurance Pool or on a calendar year basis policy period.

(The proposed Worker's Compensation Excess coverage is active through April 30, 2021.
(The Director of Finance recommends approval.)

- o. Consideration to concur with prior Village Board authorization and award a contract for furnishing Hot-Mix Asphalt Materials with Builders Asphalt, LLC of Hillside, IL for the 2020 MFT Hot-Mix Asphalt Material Purchase Contract in the amount of \$98,500 from the Motor Fuel Tax Fund (MFT) and the Water & Sewer Fund.

(On Thursday, March 12, 2020 the Village opened sealed bids for the 2020 MFT Hot Mix Asphalt Material Purchase Contract.

(The lowest responsive and responsible bid adjusted for mileage cost was received from Builders Asphalt, LLC.

(Funds for the project have been allocated in the MFT and the Water & Sewer Fund.

(The Director of Public Works recommends approval.)

- p. Consideration to renew a maintenance service contract with Lyons Electric Company, Inc. of LaGrange, IL for the Residential Street Light Maintenance contract in the amount of \$100,587.33.

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

(The contract provided the option of four (4) annual renewals through April 30, 2024.

(Lyons Electric Company has performed satisfactorily throughout the contract.

(The contract period is from May 1, 2020 through April 30, 2021.

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

(The Director of Public Works recommends approval.)

- q. Consideration to award a professional service contract to the lowest responsive and responsible bidder Nettle Creek Nursery, Inc. of Morris, IL for the Landmeier Road Pond Beautification project in the amount of \$105,523 from the Busse-Elmhurst TIF Fund.

(On Monday, March 30, 2020, the Village opened sealed bids for the Landmeier Road Pond Beautification project.

(The project consists of pond clearing and the installation of landscape material, furnishing and placing limestone outcropping, placing on-site boulders, native seed and planting, new sidewalk and landscape restoration.

(A total of four (4) contractors obtained contract documents, with four (4) submitting bids.

(The lowest bid was received from Nettle Creek Nursery, Inc. of Morris, IL in the amount of \$105,523.

(Adequate funds are available in the Busse-Elmhurst TIF Fund.

(The Director of Public Works recommends approval.)

- r. Consideration to renew a maintenance contract with Davis Tree Care and Landscape Inc. of Forest Park, IL for the Parkway Tree Maintenance Program contract in the amount of \$115,574.32.

(On April 24, 2018, the Village Board awarded a contract with Davis Tree Care and Landscaping Inc., of Forest Park, IL for the Parkway Tree Maintenance Program contract. (The contract provided for an option of four (4) additional renewals through April 30, 2023.

(Davis Tree Care and Landscaping Inc. has performed satisfactorily throughout the first two years of the contract.

(The contract period is from May 1, 2020 through April 30, 2021

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

(The Director of Public Works recommends approval.)

- s. Consideration to award a professional service contract to Red Caffeine, Inc. of Lombard, IL to continue implementation of the Beyond Business Friendly marketing campaign in total contract amount not to exceed \$150,380.00 funded through the Business Leaders From Fund.

(Red Caffeine was awarded the contract to develop the Beyond Business Friendly marketing campaign beginning in 2013.

(The goal of the plan is to create awareness around the Village's brand image, Beyond Business Friendly. The campaign targets various audiences including, current businesses located in Elk Grove, business looking to relocate to the Village, and real estate professionals working in the region.

(In 2019, the email and web-driven Beyond Business Friendly campaign reached more than 120,000 contacts and generated more than two dozen business profiles and podcast episodes featured on www.egvbizhub.com.

(The Made in Elk Grove Expo generated positive feedback from exhibitors and attendees with exhibitors reporting 100+ qualified leads gathered at the event. Digital campaigns promoting Expo generated 25,000 impressions across the region.

(The Strictly Business podcast had more than 2,200 listens in 2019 and more than 7,000 listens since the podcast launch.

(The marketing tools and infrastructure developed as part of this campaign were also used to support Business Leaders Forum, Makers Wanted, and other key community initiatives.

(Special focus for the new campaign will be to use many of our existing assets and databases to help companies recover from the Coronavirus pandemic.

(At this time, the proposal is to approve the continuation of Beyond Business Friendly marketing plan for the 2021 fiscal year under the direction of Red Caffeine at a cost of \$150,380.00.

(The Director of Business Development recommends approval.)

- t. Consideration to renew a maintenance contract with Lyons Electric Company, Inc. of

LaGrange, IL for the annual Arterial & Business Park Street Light Maintenance Contract in the amount of \$150,562.68 from the BLF Fund.

(On April 11, 2017 the Village Board awarded a contract to Lyons Electric Company, Inc. of LaGrange, IL for the Arterial & Business Park Street Light Maintenance contract.
(The contract provided the option of four (4) annual renewals through April 30, 2022.
(Lyons Electric Company has performed satisfactorily throughout the contract.
(The contract period is from May 1, 2020 through April 30, 2021.
(The contract amount reflects a 2.2% increase over the previous year's contract.
(The Director of Public Works recommends approval.)

- u. Consideration to award a purchase contract to Cartegraph Systems, LLC of Dubuque, IA for the service installation and software purchase of the Cartegraph OMS (Operations Management System) in the amount not to exceed \$160,213.51 from the Public Work General and Water & Sewer Funds.

(An RFP was distributed in the fall for a new Public Works Work Order / Asset Management Software solution. Four (4) responses were received and all vendors gave demonstrations of their products.
(Following the demonstrations, the selection committee determined Cartegraph Systems, LLC and their Cartegraph OMS (Operations Management System) software to be the best fit for the organization.
(Implementation of this product will improve the Public Works Department's customer service, increase employee productivity and provide for more accurate budgeting in future years.
(This software will require two years to fully implement.
(Funds have been budgeted in the Public Works General Fund (50%) and Water & Sewer Fund (50%).
(The Director of Public Works recommends approval.)

- v. Consideration to award a professional service contract to Engineering Enterprises, Inc. of Sugar Grove, IL for the construction engineering services for the Vermont Drive and Gibson Drive Roadway Improvements project in the amount to not exceed \$166,122 from the Capital Projects Fund.

(Engineering Enterprises, Inc. submitted a proposal to provide the necessary construction engineering services for the Vermont Drive and Gibson Drive Roadway Improvements project.
(Engineering Enterprises, Inc. has successfully completed construction supervision similar in scope of project for several other communities in the Chicagoland, and are knowledgeable in Federal, State and Village standards.
(Adequate funds are available in the Capital Projects Fund.
(The Director of Public Works recommends approval.)

- w. Consideration to award a construction contract with Strada Construction Company of

Addison, IL for the 2020 Village-Wide Concrete Replacement Program in the amount not to exceed \$173,200.

(On Monday, March 16, 2020, the Village opened sealed bids for the 2020 Village-Wide Concrete Replacement Program.

(The lowest responsive and responsible bid was received from Strada Construction Company of Addison, IL.

(It is recommended that the 2020 Village Wide Concrete Replacement Contract be awarded to Strada Construction Company in the amount not to exceed \$173,200.

(Appropriated funds for the project are available in the MFT and Capital Project Fund.

(The Director of Public Works has recommended approval.)

- x. Consideration to award a professional service contract to the lowest responsive and responsible bidder Marc Kresmery Construction LLC, Inc. of Elgin, IL for the Landmeier Storm Lift Station Rehabilitation project in the amount of \$189,720 from the Busse-Elmhurst TIF Fund.

(On Monday, March 30, 2020, the Village opened sealed bids for the rehabilitation of the Landmeier Lift Station Rehabilitation project.

(The project includes installation of a floating fountain, removal and replacement of precast concrete wet well, valve vault and concrete pipe, removal of existing and installation of replacement materials including submersible waste water pumps, hatches, control panel, electrical equipment, electrical conduit, discharge piping, valves, and bypass pumping during construction.

(A total of six (6) contractors obtained contract documents, with three (3) submitting bids.

(The lowest responsive and responsible bid was received from Marc Kresmery Construction LLC, Inc. of Elgin, IL in the amount of \$189,720.

(Adequate funds are available in the Busse-Elmhurst TIF Fund.

(The Director of Public Works recommends approval.)

- y. Consideration to renew a purchase contract with Gas Depot of Morton Grove, IL for the annual Gasoline and Diesel Fuel Supply Contract in an amount not to exceed \$351,637.

(On April 9, 2019, the Village Board awarded a contract to Gas Depot of Morton Grove, IL for the annual Gasoline and Diesel Fuel Contract.

(The contract provided for an option of four (4) additional renewals through April 30, 2024.

(Avalon Petroleum performed satisfactorily throughout the contract.

(The contract period is from May 1, 2020 through April 30, 2021.

(The contract amount reflects no economic adjustment over the previous year's contract.

(The Director of Public Works recommends approval.)

- z. Consideration to award a construction contract to the lowest responsive and responsible bidder Gerardi Sewer & Water Co. of Addison, IL for the Ridgewood Road and Crest Avenue Water Main Improvement project in the amount of \$979,953.91 from the Water & Sewer Fund.

(On Tuesday, March 31, 2020, the Village opened sealed bids for the Ridegwood Road and Crest Avenue Water Main Improvement project.

(A total of sixteen (16) contractors obtained contract documents, with all sixteen (16) submitting bids.

(The lowest responsive and responsible bid was received from Gerardi Sewer & Water Co. of Addison, IL.

(Funds for the project have been allocated in the Water & Sewer Fund.

(The Director of Public Works recommends approval.)

- aa. Consideration to award a contract to the lowest responsive and responsible bidder, Builders Paving, LLC for the 2020 Business Park Street Rehabilitation Project in the amount of \$1,295,800 from the Business Leader Forum and Water & Sewer Funds.

(On Thursday, March 26, 2020, the Village opened sealed bids for the 2020 Business Park Street Rehabilitation Project.

(Four (4) contractors obtained bid documents and two (2) submitted bids.

(The lowest responsive and responsible bid was received from Builders Paving, LLC of Hillside, IL.

(The received bid came in ten percent (10%) below budget and with favorable unit pricing, the ten percent (10%) has been added to the cost to cover additional repairs needed along these roadways.

(Funds for the project have been allocated in the Business Leader Forum and Water & Sewer Funds.

(The Director of Public Works recommends approval.)

- bb. Consideration to award a construction contract to the lowest responsive and responsible bidder Builders Paving of Hillside, IL for the Vermont Drive and Gibson Drive Roadway Improvements project in the amount of \$1,442,000 from the Capital Projects Fund.

(On Tuesday, March 31, 2020, the Village opened sealed bids for the Vermont Drive and Gibson Drive Roadway Improvements project.

(Two (2) contractors obtained bid documents and two (2) submitted bids as shown on the attached bid tabulation of contractors' bid prices.

(The lowest responsive and responsible bid was received from Builders Paving, LLC of Hillside, IL.

(Funds for the project have been allocated in the Capital Projects Fund.

(The Director of Public Works recommends approval.)

- cc. Consideration to award a professional service contract to Bayless Communications LLC of Chicago, IL for strategic consulting services to support business retention and recruitment efforts in an amount not to exceed \$54,000 from the Busse-Elmhurst TIF Fund.

(Last year, the Village engaged Bayless Communications to assist with strategic communications and public relations consulting services to support ongoing business retention and recruitment efforts.

(Bayless Communications has provided support in effectively developing and

implementing communications plans to increase earned media coverage for the Village's economic development programs and developments.

(This contract provides for a new 12-month contract through March 31, 2021.

(Adequate funds are available in the Busse-Elmhurst TIF Fund.)

- dd. Consideration to award a construction contract to the lowest responsive and responsible bidder, Arrow Road Construction Co. of Elk Grove Village, IL for the 2020 MFT Hot-Mix Asphalt Resurfacing Contract in the amount of \$1,457,995.33 from the Motor Fuel Tax, Water & Sewer, and General Funds.

(On Thursday, March 26, 2020, the Village opened sealed bids for the 2020 MFT Hot-Mix Asphalt Resurfacing Contract.

(Five (5) contractors obtained bid documents and two (2) submitted bids.

(The lowest responsive and responsible bid was received from Arrow Road Construction Co. of Elk Grove Village, IL.

(Funds for the project have been allocated in the Motor Fuel Tax, Water & Sewer, and General Funds.

(The Director of Public Works recommends approval.)

- ee. Consideration to award a professional services contract to Nicholas & Associates, Inc. of Mt. Prospect, IL to act as Construction Manager and Constructor for design, architectural drawings, trade bidding, permitting, supervision of demolition & construction, and administration of trade packages for renovations at Fire Station 7 (101 Biesterfield Road) for a total contract amount not to exceed \$2,086,238 with \$2,021,238 from the Capital Projects Fund and \$ 65,000 from the Foreign Fire Tax Fund, in the amounts designated as follows:

- 11.50% of the actual construction cost for Construction Management, Architectural & Engineering services (\$197,579); and
- A fixed General Conditions budget (\$93,050).
- Administer various construction contracts with the lowest responsive and responsible bidder in each of eight (8) trade packages (\$1,718,074).
- Reimbursable expenses (\$77,535).

(This agenda item includes professional services associated with the renovation of Fire Station 7.

(Nicholas & Associates prepared all of the drawings and bid documents, reviewed the bid submissions, and is prepared to perform the construction management services.

(The Village Board approved the professional services contract with Nicholas & Associates at the February 28, 2017 meeting to act as Construction Manager and Constructor. This represents a project identification exhibit.

(On Friday, April 3, 2020 sealed bids for the renovation of Fire Station 7 were opened. The bid document consisted of 8 packages for various trades and several alternatives.

(Nicholas & Associates, the Village's Construction Manager have reviewed the bids and reviewed the scope with the lowest responsive and responsible bidder for each of the trade packages to ensure the completeness of the bids and recommends awards to the lowest bidders.

(Village Staff has reviewed the bids and alternates and concurs with Nicholas & Associates recommendations to award to each of the low bidders in the respective trade packages based upon their bid submitted.
 (The Fire Chief recommends approval.)

- ff. Consideration to concur with prior Village Board authorization to adopt Ordinance No. 3654 to rezone the properties at 20 and 25 Innovation Drive, Elk Grove Village from I-1 Industrial District to B-2 Business District.

(The March 24, 2020 Village Board Meeting was cancelled due to the Governor's Executive Order requesting the cancellation of all public meetings to avoid the spreading of the Coronavirus 19 to the community.

(The Village Board authorized the approval of this rezoning ordinance, with formal approval to appear on the next village board agenda.

(The properties at 20 and 25 Innovation Drive are located at the northwest corner of the Technology Park, with frontage along Higgins Avenue.

(The Plan Commission held a hearing on the annexation and rezoning of the properties making up the Elk Grove Technology Park on October 16, 2017.

(The petitions for annexation and rezoning of the Elk Grove Technology Park, which were considered at this hearing, requested that these two future parcels be zoned B-2.

(The Plan Commission Finding of Fact dated October 26, 2017, recommended the zoning of these properties as B-2.

(Because the properties which now make up the Elk Grove Technology Park were annexed as a single parcel, they had to be given a single zoning designation of I-1 until the Village adopted a Final Plat of Subdivision dividing the property into multiple parcels.

(The Final Plat of Subdivision identified as Elk Grove Technology Park Resubdivision was approved by the Village Board on April 24, 2018.

(This ordinance will rezone the properties at 20 and 25 Innovation Drive to B-2 Business District, as requested by the Petitioner and recommended by the Plan Commission.)

- gg. Consideration to authorize the Village Manager to execute contracts renewing the Village's health insurance programs as of May 1, 2020:

- To execute a contract with Blue Cross/Blue Shield to provide medical services and to establish the Monthly Premium Rates for the Blue Cross/Blue Shield Self-Insured Medical PPO as follows:

<u>Participation Level</u>	<u>Monthly Premium Total</u>
Employee Only	\$1,011.70
Employee Plus One Dependent	\$1,957.08
Employee Plus Two Dependents	\$2,392.13
<u>Medicare Supplement Rate</u>	
One Person	\$660.14
Two Persons	\$1,320.28

- To execute an agreement with Blue Cross/Blue Shield for claims administration at a cost of \$53.95 per participant, per month;
- To execute a Blue Cross/Blue Shield High Deductible Plan (\$1,700) to provide medical services and to establish the Monthly Premium Rates for the Blue Cross/Blue Shield Self-Insured Medical PPO as follows:

<u>Participation Level</u>	<u>Monthly Premium Total</u>
Employee Only	\$812.83
Employee Plus One Dependent	\$1,573.72
Employee Plus Two Dependents	\$1,922.53

<u>Medicare Supplement Rates</u>	
One Person	\$530.96
Two Persons	\$1,061.92

- To execute an agreement with Blue Cross/Blue Shield for claims administration at a cost of \$53.95 per participant, per month;
- To execute a Blue Cross/Blue Shield High Deductible Plan (\$3,000) to provide medical services and to establish the Monthly Premium Rates for the Blue Cross/Blue Shield Self-Insured Medical PPO as follows:

<u>Participation Level</u>	<u>Monthly Premium Total</u>
Employee Only	\$783.05
Employee Plus One Dependent	\$1,516.32
Employee Plus Two Dependents	\$1,852.22

<u>Medicare Supplement Rates</u>	
One Person	\$511.61
Two Persons	\$1,023.22

- To execute an agreement with Blue Cross/Blue Shield for claims administration at a cost of \$53.95 per participant, per month;
- To execute a contract with HMO Illinois to provide base plan HMO medical benefits at the following monthly rates:

<u>Participation Level</u>	<u>Monthly Premium Total</u>
Employee Only	\$781.01
Employee Plus One Dependent	\$1,512.32
Employee Plus Two Dependents	\$2,317.53

<u>Medicare Supplement Rates</u>	
One Person	\$629.81
Two Persons	\$1,259.62

- To execute an agreement with Blue Cross/Blue Shield for claims administration at a cost of \$53.95 per participant, per month;
- To execute a contract with The Hartford/Express Scripts/Benistar Fully-Insured Program to provide base plan Retirement medical benefits at the following monthly rates by age banded:

<u>Age Banded:</u>	<u>Individual Monthly Premium Total:</u>
65-69	\$531.66
70-74	\$560.11
75-79	\$595.98
80-84	\$628.96
85+	\$643.90

<u>Age Bracket:</u>	<u>Two Individuals Monthly Premium Total:</u>
65-69	\$1,063.32
70-74	\$1,120.22
75-79	\$1,191.96
80-84	\$1,257.92
85+	\$1,287.80

*Assumes retiree and spouse in same age banded

- To renew a contract with Guardian Dental HMO to provide HMO Dental benefits at the following monthly premium rates:

<u>Participation Level</u>	<u>Monthly Premium Total</u>
Employee Only	\$33.27
Employee Plus One Dependent	\$61.84
Employee Plus Two Dependents	\$93.08

To establish the following Monthly Premium Rates for the Village's Self-Insured Dental Plan:

<u>Participation Level</u>	<u>Monthly Premium Total</u>
Employee Only	\$72.28
Employee Plus One Dependent	\$151.78
Employee Plus Two Dependent	\$190.26

- To renew an agreement with HealthSmart (formerly American Administrative Group) to administer the Village's Self-Insured Dental Plan at a cost not to exceed \$5.50 per participant, and an additional \$1.61 per participant for network access per month, for Dental Claims at \$27,473 annually;
- To enter into a new contract with Optum to provide Specific Stop Loss Re-

Insurance at \$36.44 per employee per month for an annualized stop loss cost of \$135,557 at a stop loss level of \$500K;

- To renew the Flexible Spending Plan administered by HealthSmart at a cost of \$4.65 per participant, per month, including the debit card fee;
- To renew the COBRA Administration by HealthSmart at a cost of \$1.75 per participant, per month.
- To renew a contract with VSP to provide vision benefits at the following monthly premium rates (Effective May 1, 2020 – June 30, 2020):

<u>Participation Level</u>	<u>Monthly Premium Total</u>
Employee Only	\$8.60
Employee Plus One Dependent	\$18.39
Employee Plus Two Dependents	\$18.39

- To enter into a new contract with VSP through IPBC to provide vision benefits at the following monthly premium rates (Effective July 1, 2020 – June 30, 2021):

<u>Participation Level</u>	<u>Monthly Premium Total</u>
Employee Only	\$8.06
Employee Plus One Dependent	\$22.22
Employee Plus Two Dependents	\$22.22

- hh. Consideration to adopt Ordinance No. 3655 authorizing the acquisition through negotiation or condemnation of certain property located at 1700-1706 Oakton Street within the Busse/Elmhurst Redevelopment Project Area.

(This Ordinance is a supplement to Ordinance No. 3610 approved on May 14, 2019 restating and reauthorizing the acquisition of property located at 1700-1706 Oakton Street based on an updated and more comprehensive evaluation of the necessity to acquire the property.)

- ii. Consideration to adopt Ordinance No. 3656 amending Section VIII Screening and Fencing of the Design Guidelines of the Elk Grove Technology Park by deleting Section VIII.B.ii.b.

(This ordinance amends the Design Guidelines of the Elk Grove Technology Park by deleting Section VIII.B.ii.b which prohibits fences in front yards altogether as said section is contrary to the section which permits such fencing providing that the fences conform to the decorative conditions set forth therein.)

- jj. Consideration of the following items for Fiscal Year 2020-2021:

- To authorize a 2.5% market adjustment to non-union step and specific rate plan positions;
- To authorize a 2.5% market adjustment to the merit pay plan positions;

- To continue the additional open merit pay eligibility features of 0% to 2% merit based adjustment for open merit employees;
- To adopt Ordinance No. 3657 amending wages by 2.5% for part-time positions of Custodian, Porter, Health Code Enforcement Officer, Fire Inspector, and Water Meter Reader; Temporary Part-Time Administrative Interns and Summer Seasonal Employees third year; Cross-Seasonal Employees and School Crossing Guards of the Village of Elk Grove Village; and
- To adopt Ordinance No. 3658 amending the Position Classification and Salary Plans: the Classification Plans: and Salary Range for Merit Pay Plan Positions, Step Pay Plan Positions, and Specific Pay Plan Positions of the Village Code of the Village of Elk Grove Village.

(The Ordinances above update salary ordinances for Fiscal Year 2020-2021. (Ordinance No. 3657 and Ordinance No. 3658 will be available in the Village Clerk's Office.)

- kk. Consideration to adopt Ordinance No. 3659 granting a Special Use permit to Elk Grove Automotive, Inc. to operate an automobile repair garage in an I-2 Industrial Zoned District (2382 United Lane).

(This item was discussed at the March 10, 2020 Village Board Meeting and currently appears under Unfinished Business.)

- ll. Consideration to adopt Resolution No. 21-20 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 1250-1350 Greenleaf Avenue.

(The Law Offices of Liston & Tsantilis, on behalf of Clear Heights Acquisitions LLC, DBA Brett Anthony Foods (Applicant) is seeking a Cook County Class 6B property tax exemption for 1250-1350 Greenleaf Avenue.

(The Applicant intends to purchase the building for its related entity Brett Anthony Foods, for its operations consisting of food production for grocery stores. The subject property consists of two buildings: 1250 Greenleaf consists of an estimated 75,000 square foot building. 1350 Greenleaf consists of an estimated 52,580 square foot building. The subject property will have been vacant for four months at the time of occupancy.

(The Applicant plans to spend approximately \$9,000,000 to connect the two buildings and to rehabilitate and improve the subject property. These improvements will be done in three phases. The first phase includes the construction of the link between the two buildings and demolition of the existing small buildings on the northeast side of the 1250 building and pavement with an expected to cost \$3,000,000. Phase two includes major renovation/rehabilitation work to Brett Anthony Foods current location at 1350 Greenleaf for an expected cost of just under \$2,000,000. The final phase of the project is the renovation of 1250 Greenleaf for approximately \$4,000,000.

(Brett Anthony Foods is currently located at 1350 Greenleaf Avenue in Elk Grove Village, and is outgrowing their site. Brett Anthony Foods plans to move over part of its operations to the subject property, while remaining at the 1350 Greenleaf Avenue site. Currently, Brett Anthony Foods has over 350 employees. As a result, Brett Anthony Foods plans to add at least 280 full time jobs to the new site within the first 3 years of operations at the subject property.

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

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

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

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

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

- mm. Consideration to adopt Resolution No. 22-20 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 1851 Touhy Avenue.

(The Law Offices of Liston & Tsantilis, on behalf of 1851 Touhy LLC (Applicant) is seeking a Cook County Class 6B property tax exemption for 1851 Touhy Avenue.

(The Applicant intends to purchase the building for its related entity Kemco Trucking Inc., for its operations consisting of the warehousing and distribution of products used for tradeshow. The subject property consists of an estimated 13,500 square foot building that has been vacant since September 2019.

(The Applicant plans to spend approximately \$75,000 to rehabilitate and improve the subject property. These improvements are as follows: install new security system, upgrade and paint façade, seal coat and stripe the parking lot, install structural repairs, upgrade the property's landscaping plan, install new energy efficient LED lights and complete other general maintenance.

(Kemco Trucking is currently located at 1810 Estes Avenue in Elk Grove Village, and is outgrowing their site. Kemco Trucking plans to move over part of its operations to the subject property, while remaining at the 1810 Estes Avenue site. Currently, Kemco Trucking has 145 employees. As a result, Kemco Trucking plans to add at least 7-10 jobs to the new site within the first 3 years of operations at the subject property.

(The eligibility requirements for 6B status are new construction, substantial renovation

or buildings that have been vacant for a period of time. This site qualifies as it involves vacancy for less twenty-four (24) months with a purchase for value, special circumstances, and significant rehabilitation.

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

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

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

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

- nn. Consideration to adopt Resolution 23-20 adopting the Fiscal Year 2020-21 Budget for the Village of Elk Grove Village, counties of Cook and DuPage, IL:

General Fund	\$65,349,420
Motor Fuel Tax Fund	\$1,300,000
Asset Seizure Fund	\$44,880
Foreign Fire Insurance Fund	\$380,400
Business Leaders Forum Fund	\$5,826,998
Cable Television Fund	\$533,739
Green Fund	\$982,908
Capital Projects Fund	\$4,995,000
Residential Enhancement Fund	\$424,250
Grove Mall TIF	\$1,225,000
Devon Rohlwing TIF	\$552,000
Busse Elmhurst TIF	\$12,047,344
Higgins Rd. TIF	\$3,171,327
Debt Service Fund	\$8,107,000
Water Sewer Fund	\$24,773,743
Capital Replacement Fund	\$1,530,000
Fire Pension Fund	\$7,445,800
Police Pension Fund	\$6,602,800
Elk Grove Public Library	\$6,294,792
Total	\$151,587,401

(The Director of Finance recommends approval.)

- oo. Consideration to concur with prior Village Board authorization to adopt Resolution No. 24-20 authorizing the Mayor and Village Clerk to execute a Development and Operating Agreement for a Craft Grow Facility between the Village of Elk Grove Village and Kush 312 Craft Grow, LLC.

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

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

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

- pp. Consideration to concur with prior Village Board authorization to adopt Resolution No. 25-20 authorizing the Mayor and Village Clerk to execute a Development and Operating Agreement for a Craft Grow Facility between the Village of Elk Grove Village and Origins Sale IL, LLC.

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

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

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

- qq. Consideration to concur with prior Village Board authorization to adopt Resolution No. 26-20 authorizing the Mayor and Village Clerk to execute a Development and Operating Agreement for a Craft Grow Facility between the Village of Elk Grove Village and Advance Cannabis, LLC.

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

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

for the operation of a craft grow facility.

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

- rr. Consideration concur with prior Village Board authorization to adopt Resolution No. 27-20 authorizing the Mayor and Village Clerk to execute a Development and Operating Agreement for a Craft Grow Facility between the Village of Elk Grove Village and Kannavir Innovations LLC.

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

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

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

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

- ss. Consideration to adopt Resolution No. 28-20 authorizing the Mayor and Village Clerk to execute a Intergovernmental Agreement between the County of Cook and the Village of Elk Grove Village for the Touhy Avenue Intersection Improvement Project (Elmhurst Road to Mount Prospect Road).

(The County of Cook has prepared an Intergovernmental Agreement to outline the cost share and maintenance responsibilities for the Touhy Avenue Intersection Improvements (Elmhurst Road to Mount Prospect Road to be executed by and between the County of Cook and Village of Elk Grove Village.

(The scope of work for the Touhy Avenue at Elmhurst Road intersection improvements includes construction of a new quadrant bypass connector roadway from Old Higgins Road to Touhy Avenue. This section also includes the installation and interconnection of traffic signals at Touhy Avenue and the Old Higgins Road connector, at Touhy Avenue and Elmhurst Road, and at Elmhurst Road and Old Higgins Road/Estes Avenue.

(The project also includes construction of a new grade separation structure carrying Touhy Avenue over the EOWA and the Union Pacific Railroad (UPRR).

(Also included is the installation of drainage improvements, water main relocation, pavement markings, signing, roadway lighting, multi-use paths, sidewalk, landscaping, retaining walls and all other work necessary to complete the improvements.

(The Village’s total cost for the Project is estimated as \$1,656,291.

(The Director of Public Works recommends approval.)

- tt. Consideration to adopt Resolution No. 29-20 authorizing the Mayor and Village Clerk to execute an Intergovernmental Agreement between the City of Des Plaines and the Village of Elk Grove Village for emergency water main interconnection along Old Higgins Road.

(The Intergovernmental Agreement is for the Village to provide an emergency water main interconnect between the City of Des Plaines water system and Village of Elk Grove Village water system located along Old Higgins Road.

(Cook County will assume all cost for this connection as part of the larger Touhy/Higgins (Elmhurst Road to Mount Prospect Road) project.

(Post-construction of the interconnection, the City of Des Plaines will own and maintain the meter, valve and water main installed and will only use this as an emergency water supply in the event that their main water supply to City properties west of EOWA (I-490), is interrupted.

(The Director of Public Works recommends approval.)

7. REGULAR AGENDA

- a. Consideration to concur with prior Village Board authorization to allow Brixmor Property Group to install two (2) temporary signs at the Elk Grove Town Center.

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

(The temporary signage will be installed along Biesterfield Road, just east of the Walgreens, and along Arlington Heights Road near the south entrance into the Town Center.

(The temporary signage will meet the allowable area permitted by Village sign regulations and will be displayed until the State of Illinois Shelter in Place Order has expired.

(The Director of Community Development recommends approval.)

8. PLAN COMMISSION - Village Manager Rummel

- a. PC Docket 20-2 - A Public Hearing for requested variations from the Zoning Ordinance in a B-2 Business District for property located at 25 Innovation Drive. (PH 04-13-2020 cancelled.)
- b. A request for a Public Hearing for the petition submitted by Welbiz IV Elk Grove 1463 LLC for a Special Use Permit for the operation of a truck and trailer repair shop at 1463 Lunt Avenue. (The Public Hearing date has not yet been established.)
- c. A request for a Public Hearing to consider the petition submitted by the Elk Grove Park District for a Special Use Permit to reconstruct the clubhouse and maintenance buildings at Fox Run Golf Links located at 333 Plum Grove Road. (The Public Hearing date has not yet been established.)

9. ZONING BOARD OF APPEALS - Village Manager Rummel

10. YOUTH COMMITTEE - Trustee Franke

11. BUSINESS LEADERS FORUMS - Trustee Lissner

- 12. CABLE TELEVISION COMMITTEE** - Trustee Lissner
- 13. HEALTH & COMMUNITY SERVICES** - Trustee Czarnik
- 14. INFORMATION COMMITTEE** - Trustee Lissner
- 15. RECYCLING & WASTE COMMITTEE** - Trustee Feichter
- 16. PARADE COMMITTEE** - Trustee Czarnik
- 17. PERSONNEL COMMITTEE** - Trustee Franke
- 18. JUDICIARY, PLANNING AND ZONING COMMITTEE** - Trustee Prochno
 - a. Telecommunication Facilities
- 19. CAPITAL IMPROVEMENTS COMMITTEE** - Trustee Czarnik
- 20. AIRPORT UPDATE**
- 21. MID-SUMMER CLASSICS CONCERT SERIES UPDATE** - Mayor Johnson
- 22. SPECIAL EVENTS COMMITTEE** - Mayor Johnson
- 23. LIQUOR COMMISSION** - Mayor Johnson
- 24. REPORT FROM VILLAGE MANAGER**
- 25. REPORT FROM VILLAGE CLERK**
- 26. UNFINISHED BUSINESS**
 - a. Village Attorney - Direct the Village Attorney to prepare the necessary documents for a Special Use permit at 2382 United Lane (Elk Grove Automotive, Inc.).
- 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 OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS
AUTHORIZING THE ACQUISITION THROUGH NEGOTIATION OR
CONDEMNATION OF CERTAIN PROPERTY LOCATED AT 1700-1706 OAKTON
STREET WITHIN THE BUSSE/ELMHURST REDEVELOPMENT PROJECT AREA**

WHEREAS, the Village of Elk Grove Village (the “Village”) is a home rule municipality as described in Section 6(a) Article VII of the 1970 Constitution of the State of Illinois, and as such, may exercise any power and function pertaining to its government and affairs; and

WHEREAS, pursuant to Section 11-74.4-4.2 of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “Act”), on March 11, 2014, the Village, after providing all notices and conducting a public hearing as required by the Act, adopted Ordinance No. 3372 designating the Busse/Elmhurst Redevelopment Project Area (“Redevelopment Project Area”); and

WHEREAS, pursuant to Section 11-74.4-4-2 of the Act, on March 11, 2014, the Village, after providing all notices and conducting a public hearing as required by the Act, adopted Ordinance No. 3371 which adopted the Busse/Elmhurst Redevelopment Plan and Project (the “Redevelopment Plan”); and

WHEREAS, the Redevelopment Plan included an eligibility study which concluded there were blighting factors in the Redevelopment Project Area qualifying it as a “conservation area” as defined in the Act, and the Redevelopment Plan called for the Village to eliminate these conditions of blight and to stimulate private investment in the Redevelopment Project Area by using various means, including eminent domain, if needed, as authorized by the Act; and

WHEREAS, pursuant to Section 11-74.4-4(c) of the Act, the Village has express authority to acquire by purchase or eminent domain real property that the Village deems to be reasonably necessary to achieve the objectives of the Redevelopment Plan; and

WHEREAS, the Village has deemed it necessary and advisable and in the public interest and welfare of the Village to acquire title to certain real estate located at 1700-1706 Oakton Street as legally described in **Exhibit A** attached hereto and incorporated herein (the “Property”) within the Redevelopment Project Area, which has been found to have blighting conditions which impede redevelopment of the Property and surrounding properties; and

WHEREAS, on May 14, 2019, the Village Board of Trustees approved Ordinance No. 3610 by which the Village authorized the acquisition of the Property by eminent domain for one or more of the purposes set forth in the Redevelopment Plan; and

WHEREAS, after adoption of Ordinance No. 3610 the Village attempted to negotiate for the acquisition of the Property with the owner of record, and notwithstanding the fact that to this point in time negotiations have been unsuccessful, the Village has refrained from filing a complaint to commence eminent domain proceedings to acquire the Property in order to complete a further

and more comprehensive evaluation of the necessity of acquiring the Property in furtherance of the Redevelopment Plan; and

WHEREAS, based upon the further and more comprehensive evaluation, the Village has now determined that the Property is necessary and should be acquired for purposes of perpetual public ownership by the Village to be developed for an entry feature, including landscaping, utility connections, Village signage, stormwater storage for public right-of-way and for such other public ownership purposes in furtherance of the Redevelopment Plan; and

WHEREAS, the Village has obtained a title search identifying the record title holder of the Property to be: Oakton Corner Inc., an Illinois corporation (“Owner”); and

WHEREAS, all previous negotiations with the Owner have been predicated upon appraisal evaluations prepared for the Village as of early 2019, and approximately one year has passed since the date of the appraisal that formed the basis of the Village’s prior good faith offers to purchase the Property; and

WHEREAS, in order to assure that the Village has complied with the statutory requirement to complete good faith negotiations to acquire the Property, the Village has obtained an updated appraisal report opining as to the current fair cash market value of the Property as of April 1, 2020 (the “Updated Appraisal”); and

WHEREAS, the Village desires to adopt this Ordinance authorizing acquisition of the Property through either negotiation if the voluntary purchase and sale can be completed within the value appraised in the Updated Appraisal, and if unsuccessful, by use of the Village’s power of condemnation by filing a suit in the Circuit Court of Cook County, Illinois, if the Property cannot be voluntarily acquired through negotiation.

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: That the Recitals set forth above are hereby adopted and incorporated into this Ordinance.

Section 2: That it is necessary and desirable and in the best interest of the Village to acquire the Property as described in Exhibit A attached hereto in fee simple by negotiation or by eminent domain as authorized in 65 ILCS 5/11-74.4-4.

Section 3: That the Corporate Authorities of the Village have reviewed the history of negotiations and hereby find that prior negotiations with the Owner of the Property had reached an impasse as defined under Illinois law, but due to the passage of time an additional offer to purchase shall be made to the Owner in the full amount of the Village’s Updated Appraisal.

Section 4: That it is necessary, desirable and in the best interest of the Village that fee simple title to the Property as described in Exhibit A attached hereto be acquired by negotiation if possible, or by condemnation if the Property cannot be acquired voluntarily at the full appraised

value in the Updated Appraisal, by the Corporate Authorities of the Village for perpetual public ownership and use by the Village as set forth herein.

Section 5: That the Village Manager, his staff, and the Village Attorneys be, and hereby are authorized to take the necessary steps by negotiation as set forth herein if possible, or by condemnation if necessary, to acquire fee simple title to the Property as described in Exhibit A attached hereto.

Section 6: If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect the validity of any of the remaining provisions of this Ordinance.

Section 7: All ordinances, including but not limited to Ordinance No. 3610, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Illinois, this _____ day of _____, 2020.

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

**Legal Description
1700-1706 Oakton Street
Elk Grove Village**

THE SOUTH 275.000 FEET, (AS MEASURED ALONG THE WEST LINE OF BUSSE ROAD) OF THE EAST 200.00 FEET, (AS MEASURED ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4) OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE BUSSE ROAD, AS PER THE INSTRUMENT RECORDED FEBRUARY 8, 1939 AS DOCUMENT 12269603, EXCEPTING FROM THE AFORESAID TRACT THAT PART TAKEN FOR OAKTON STREET RECORDED MARCH 27, 1928 AS DOCUMENT 9967968 AND ALSO EXCEPT THAT PART FOR ADDITIONAL DEDICATION FOR OAKTON STREET IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS PER CASE 68113091, IN COOK COUNTY, ILLINOIS.

PIN: 08-22-403-010-0000

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION VIII SCREENING AND FENCING OF THE DESIGN GUIDELINES OF THE ELK GROVE TECHNOLOGY PARK BY DELETING SECTION VIII.B.ii.b

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

WHEREAS, there is a need to clarify the guidelines with respect to permitting fences in certain front yards in accordance with Section VIII.B.i.b, which front yard fencing will be necessary for future Data Center occupants; and

WHEREAS, staff is recommending deleting Section VIII.B.ii.b which prohibits fences in front yards altogether as said section is contrary to the section which permits such fencing providing that the fences conform to the decorative conditions set forth therein; and

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

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

Section 1: That Section VIII.B.ii.b of the design guidelines for the Elk Grove Technology Park be and the same is hereby deleted.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE HOURLY RATE FOR PART-TIME POSITIONS OF CUSTODIAN, PORTER, HEALTH CODE ENFORCEMENT OFFICER, FIRE INSPECTOR, AND WATER METER READER; TEMPORARY PART-TIME ADMINISTRATIVE INTERN AND SUMMER SEASONAL EMPLOYEE; SCHOOL CROSSING GUARD; AND CROSS-SEASONAL 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, Counties of Cook and DuPage, State of Illinois:

Section 1: That the hourly wage for Custodian, Porter, Health Code Enforcement Officer and Fire Inspector personnel of the Village of Elk Grove Village shall be and are hereby established as follows:

POSITION	PROBATIONARY HOURLY RATE	REGULAR HOURLY RATE
Custodian	\$19.84	\$20.15
Porter	\$17.05	\$18.75
Health Code Enforcement Officer		\$16.46
Fire Inspector		\$19.50

Section 2: That the wages for part-time Water Meter Readers of the Village of Elk Grove Village shall be paid on a per-meter read basis, depending on meter type, and is hereby amended as follows:

METER TYPE	PAYMENT PER-METER
Inside Meter	\$1.22
Glass Block Meter	\$1.12
Readomatic Meter	\$.76

Section 3: That when an inside meter cannot be read because the customer is not at home or a glass block meter cannot be read due to obstructions of dirt, the Meter Reader shall leave a meter reading reply card for the customer to complete and return for which the Meter Reader shall be paid a rate of \$0.48 per card.

Section 4: That the hourly salary for Interns for the Village of Elk Grove Village shall be and are hereby amended as follows:

POSITION	DEPARTMENT	HOURLY RATE
Intern	Health, Community Development, Public Works (Engineering)	\$15.90 per hour
Intern (Administrative)	Community Development, Village Manager Police Department*	\$19.42 per hour (First 6 months) \$20.24 per hour (After 6 months)

(*Note: This position is authorized on a temporary basis until November 1.)

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SALARY PLANS, THE AUTHORIZED EMPLOYEE POSITION LIST AND THE SCHEMATIC OUTLINE OF ORGANIZATIONAL TITLES ESTABLISHED PURSUANT TO SECTION 1-7-5 OF THE VILLAGE CODE OF THE VILLAGE OF ELK GROVE VILLAGE

WHEREAS, Section 1-7-5-A of the Village Code establishes the various pay plans for certain Village employees; and

WHEREAS, Section 1-7-5-B of the Village Code depicts a schematic outline of the Village occupational titles and establishes an Authorized Position List of Village employees; and

WHEREAS, Section 1-7-5-C, D, F and G set forth the pay plans for the various employee positions, including non-union merit pay plan and non-union general step pay plan, and also establishes pay plans for longevity and management enhancement; and

WHEREAS, pursuant to budget hearings for the upcoming fiscal year commencing May 1, 2020, it is necessary to amend the various pay plans, the schematic outline of occupational titles and the authorized position list.

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 salary range for non-union merit pay plan positions and management enhancement plan for full time merit pay plan non-union employees be amended for the fiscal year commencing May 1, 2020 as set forth on Exhibit A, attached hereto.

Section 2: That the non-union general step pay plan step rates and the longevity rates be amended for the fiscal year commencing May 1, 2020 as set forth on Exhibit B, attached hereto.

Section 3: That the authorized position list of Village employees be amended for the fiscal year commencing May 1, 2020 as set forth on Exhibit C, attached hereto.

Section 4: That the schematic outline of occupational titles of Village employees be amended for the fiscal year commencing May 1, 2020 as set forth on Exhibit D, attached hereto.

Section 5: That this Ordinance shall be in full force and effect as of May 1, 2020 and upon 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

Salary Ord: F-FY2020-21

Exhibit C

**VILLAGE OF ELK GROVE VILLAGE
AUTHORIZED POSITION LIST
MAY 1, 2020**

DEPARTMENT POSITION	AUTHORIZED STATUS May 1, 2019		AUTHORIZED STATUS May 1, 2020		CHANGE	
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
VILLAGE MAYOR						
Mayor	0	1	0	1		
Trustee	0	6	0	6		
Village Attorney	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>		
sub-total	1	7	1	7		

**VILLAGE OF ELK GROVE VILLAGE
AUTHORIZED POSITION LIST
MAY 1, 2020**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS		CHANGE	
	May 1, 2019		May 1, 2020			
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
VILLAGE MANAGER						
Village Manager	1	0	1	0		
Deputy Village Manager	1	0	1	0		
Director of Human Resources	1	0	1	0		
Management Analyst/Senior Management Analyst (HR Generalist)	2	0	2	0		
Multimedia Administrator	1	0	1	0		
Senior Multimedia Prod./Director	1	0	1	0		
Multimedia Producer/Director	2	0	2	0		
Intern (Administrative)	0	1	0	1		
Executive Coordinator	1	0	0	0		
Director of I.T.	1	0	1	0		
Systems Analyst	1	0	1	0		
Network Engineer	2	0	2	0		
Assistant Village Manager/Director of Communications	1	0	1	0		
Communications Specialist	1	0	0	0		
Economic Development Specialist	1	0	0	0		
Management Analyst/Senior Management Analyst**/**	0	0	2	0		
Executive Specialist	0	0	1	0		
sub-total	17	1	17	1		
*Two Senior Management Analysts currently in department.						
**Two Management Analysts currently in department.						
***Management Analyst will move to Senior Management Analyst after obtaining their Masters degree						

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 MAY 1, 2020**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS		CHANGE	
	May 1, 2019		May 1, 2020			
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
VILLAGE CLERK						
Village Clerk	1	0	1	0		
Administrative Specialist	1	0	0	0		
Executive Coordinator	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>		
sub-total	2	0	2	0		

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 MAY 1, 2020**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS		CHANGE	
	May 1, 2019		May 1, 2020			
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
<u>FIRE DEPARTMENT</u>						
Fire Chief	1	0	1	0		
Deputy Fire Chief	1	0	1	0		
Management Analyst/Senior Management Analyst	1	0	1	0		
Battalion Chief	5	0	5	0		
Fire Lieutenant	15	0	15	0		
Fire Fighter	66	0	66	0		
Inspectional Services Supervisor	1	0	1	0		
Fire Inspector	1	2	1	2		
Secretary	1	0	1	0		
Senior Clerk	1	0	1	0		
Clerk	1	0	1	0		
Administrative Support Assistant	1	0	0	0		
Customer Service Assistant	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>		
sub-total	<u>95</u>	<u>2</u>	<u>95</u>	<u>2</u>		
*Senior Management Analyst currently in department.						

**VILLAGE OF ELK GROVE VILLAGE
AUTHORIZED POSITION LIST
MAY 1, 2020**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS		CHANGE	
	May 1, 2019		May 1, 2020			
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
POLICE DEPARTMENT						
Police Chief	1	0	1	0		
Deputy Chief	2	0	2	0		
Commander	4	0	4	0		
Sergeant	13	0	13	0		
*Police Officer	70	0	73	0		
Social Services Supervisor	1	0	1	0		
Records Supervisor	1	0	1	0		
Assistant to the Police Chief	1	0	1	0		
Clerk/Receptionist	0	2	0	2		
Word Processing Operator	0	5	0	5		
Senior Clerk	2	0	2	0		
Administrative Specialist	1	0	1	0		
Crossing Guards	0	11	0	11		
Public Service Officer	4	0	4	0		
Police Records Technician	5	0	5	0		
Management Analyst/Senior Management Analyst***	1	0	1	0		
Property Room Assistant/Court Liaison	<u>0</u>	<u>2</u>	<u>0</u>	<u>2</u>		
Intern (Administrative)**	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>		
sub-total	106	20	109	21		
<p><i>*Authorized amount was increased by one (1) additional temporary position since September of 2019. Two (2) positions will be on a temporary basis to allow for retirements, the other for a SRO. Authorized amount decrease to 71 after retirements.</i></p> <p>**Temporary authorization until November 1</p> <p>***Management Analyst will move to Senior Management Analyst after obtaining their Masters degree</p>						

**VILLAGE OF ELK GROVE VILLAGE
AUTHORIZED POSITION LIST
MAY 1, 2020**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS		CHANGE	
	May 1, 2019		May 1, 2020			
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
COMMUNITY DEVELOPMENT						
Director of Community Dev.	1	0	1	0		
Deputy Dir. of Community Dev.	1	0	1	0		
Staff Engineer	2	0	2	0		
Engineering Supervisor	1	0	1	0		
Plan Review/Inspection Supervisor	1	0	1	0		
Permits Technician	2	0	2	0		
Administrative Specialist	1	0	1	0		
Senior Clerk	1	0	1	0		
Engineering Intern	0	1	0	1		
Building Inspector	3	0	3	0		
Environmental Health Inspector	0	2	0	2		
Senior Environmental Health Inspector	1	0	1	0		
Health Intern	0	1	0	1		
Intern (Administrative)	0	1	0	1		
Engineering Inspector	1	0	1	0		
Property Maintenance Inspector	1	0	1	0		
Residential Building Inspector	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>		
sub-total	17	5	17	5		

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 MAY 1, 2020**

DEPARTMENT POSITION	CHANGE		CHANGE		CHANGE	
	May 1, 2019		May 1, 2020			
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
FINANCE						
Finance Director	1	0	1	0		
Accounting Supervisor	1	0	0	0		
Assistant Finance Director	2	0	2	0		
Management Analyst/Senior Management Analyst	2	0	2	0		
Accountant	5	0	5	0		
Payroll Coordinator	1	0	1	0		
Customer Service Assistant	3	0	3	0		
Risk/WC Assistant	1	0	1	0		
Residential Meter Reader	0	2	0	2		
Seasonal	0	1	0	1		
Senior Accountant	0	0	1	0		
sub-total	16	3	16	3		
*Management Analyst will move to Senior Management Analyst after obtaining their Masters degree						
**One Management Analyst and one Senior Management Analyst in department.						

**VILLAGE OF ELK GROVE VILLAGE
AUTHORIZED POSITION LIST
MAY 1, 2020**

DEPARTMENT POSITION	AUTHORIZED STATUS		CHANGE		CHANGE	
	May 1, 2019		May 1, 2020			
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
PUBLIC WORKS (CORPORATE)						
Director of Public Works	1	0	1	0		
Fleet Services Administrator	1	0	1	0		
Public Works Foreman	3	0	3	0		
Secretary	0	0	0	0		
Maintenance Worker	16	0	16	0		
Mechanic	5	0	5	0		
Management Analyst/Senior Management Analyst**	1	0	1	0		
Superintendent of Public Works	0	0	2	0		
Building Services Foreman	1	0	1	0		
Custodian	2	4	2	4		
Porter	0	1	0	1		
Seasonal Employee	0	17	0	17		
Fleet Services Coordinator	1	0	1	0		
Engineering Technician	1	0	0	0		
Staff Engineer	1	0	1	0		
Administrative Support Assistant	0	0	0	0		
Infrastructure Operations Foreman	1	0	0	0		
PW Engineering Intern	0	1	0	1		
Customer Service Assistant	2	0	2	0		
*Cross-Seasonal Employee**	0	1	0	2		
<i>(**Note: Position listed under part-time on authorization list because it is full-time for 9 months)</i>						
sub-total	36*	24	36	25		
*The authorization will temporarily be increased by one (1) Cross-Seasonal position.						
**Senior Management Analyst currently in department.						

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 MAY 1, 2020**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS		CHANGE	
	May 1, 2019		May 1, 2020			
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
PUBLIC WORKS (WATER/SEWER)						
Utility Foreman	1	0	1	0		
Public Works Foreman	2	0	2	0		
Maintenance Worker	13	0	13	0		
Utility System Operator	3	0	3	0		
Deputy Director of Public Works	1	0	1	0		
Utility Operations Foreman	1	0	1	0		
Superintendent of Public Works	0	0	0	0		
Seasonal Employee	0	1	0	1		
sub-total	21	1	21	1		

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 MAY 1, 2020**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS		CHANGE	
	May 1, 2019		May 1, 2020			
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
<u>PUBLIC WORKS (BUSINESS LEADERS FORUM)</u>						
Dir. of Bus. Dev. & Marketing	1	0	1	0		
Chief Infrastructure Engineer	1	0	1	0		
Senior Engineer	1	0	1	0		
Engineering Technician	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>		
sub-total	4	0	4	0		

**VILLAGE OF ELK GROVE VILLAGE
AUTHORIZED POSITION LIST
MAY 1, 2020**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS		CHANGE	
	May 1, 2019		May 1, 2020			
	FULL TIME	PART TIME	FULL TIME	PART TIME	Full Time	PART TIME
ORGANIZATION TOTAL						
VILLAGE MAYOR	1	7	1	7		
VILLAGE MANAGER	17	1	17	1		
VILLAGE CLERK	2	0	2	0		
FIRE DEPARTMENT	95	2	95	2		
POLICE DEPARTMENT	106	20	109	21		
COMMUNITY DEVELOPMENT	17	5	17	5		
FINANCE	16	3	16	3		
PUBLIC WORKS CORPORATE	36	24	36	25		
PW WATER/SEWER	21	1	21	1		
PW BUSINESS LEADERS FORUM	4	0	4	0		
TOTAL	315	63	318	65		

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ELK GROVE
AUTOMOTIVE, INC. TO OPERATE AN AUTOMOBILE REPAIR GARAGE IN AN I-2
INDUSTRIAL ZONED DISTRICT (2382 UNITED LANE)**

WHEREAS, the Plan Commission of the Village of Elk Grove Village, acting as a Zoning Commission, at a public hearing duly called and held according to law, considered the question of granting a Special Use Permit for the operation of an automotive repair garage in an I-2 Industrial Zoned District to Elk Grove Automotive, Inc. for property located at 2382 United Lane, Elk Grove Village, Illinois and legally described hereinafter; and

WHEREAS, the Mayor and Board of Trustees, after having reviewed the recommendation and finding of said Plan Commission, find and believe it to be in the best interest of the Village that said Special Use Permit be granted.

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

Section 1: That there be granted a Special Use Permit pursuant to Section 7E-3:A of the Zoning Ordinance to permit the operation of an automotive repair garage in an I-2 Industrial Zoned District to Elk Grove Automotive Inc. for property located at 2382 United Lane, Elk Grove Village, Illinois and legally described as follows:

THE SOUTH 1/2 OF LOT 35 IN GENEVIEVE'S SUBDIVISION IN DEVON-O'HARE INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF THE SOUTH 150 FEET OF THE NORTH 460 FEET OF THAT PART OF THE NORTHEAST 1/4 LYING WEST OF THE UNITED LANE AND LYING EAST OF THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT R68-51440, IN DUPAGE COUNTY, ILLINOIS (PIN 03-02-200-017-0000)

Subject to the following condition:

1. The Petitioner must provide a fence around the entire back parking lot.

Section 2: That this Special Use Permit is only valid for Elk Grove Automotive, Inc. at 2382 United Lane and expires at the time that Elk Grove Automotive, Inc. is no longer located at the subject property.

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

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

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

OrdSpecUse,2382United

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 1250-1350 GREENLEAF AVENUE, 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, in the case of abandoned property, if the municipality or the Mayor and Board of Trustees, finds that special circumstances justify finding that the property is "abandoned" for purpose of Class 6B, even though it has been vacant and unused for less than 24 months, that finding, along with the specification of the circumstances, shall be included in the resolution or ordinance supporting and consenting to the Class 6B application. Such resolution or ordinance shall be filed with the eligibility application. If the ordinance or resolution is that of a municipality, the approval of the Board of Commissioners of Cook County is required to validate such shortened period of qualifying abandonment, and a resolution to that effect shall be included with the Class 6B eligibility application filed with the Assessor; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 1250-1350 Greenleaf Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Numbers 08-34-205-011-0000 and 08-34-205-007-0000, 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 1250-1350 Greenleaf Avenue, Elk Grove Village, Cook County, Illinois, identified by Property Index Numbers 08-34-205-011-0000 and 08-34-205-007-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

PARCEL 1: THE EAST 20 FEET OF LOT 82 AND ALL OF LOT 83 IN CENTEX INDUSTRIAL PARK, UNIT NUMBER 53, BEING A SUBDIVISION OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
COMMONLY KNOWN AS 1250 GREENLEAF AVENUE, PIN: 08-34-205-011-0000

PARCEL 2: LOT 95 IN THE CENTEX INDUSTRIAL PARK UNIT 64, A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
COMMONLY KNOWN AS 1350 GREENLEAF AVENUE, PIN: 08-34-2005-007-0000

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 Numbers 08-34-205-011-0000 and 08-34-205-007-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

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

- a. Construction of link between two buildings and demo of existing small buildings;
- b. Renovation and rehabilitation at 1350 Greenleaf Avenue;
- c. Renovation of 1250 Greenleaf Avenue.

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

08-34-205-011-0000

Exhibit A



Special Circumstances

1250-1350 Greenleaf, Elk Grove Village, IL 60007

PIN: 08-34-205-007/-011

Clear Height Acquisitions LLC, DBA Brett Anthony Foods (the "Applicant") are the contract purchaser of the above referenced property (the "Subject Property") and is requesting a Resolution from Elk Grove Village supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on Reoccupation of Abandoned Property for less than 24 continuous months with a purchase for value, Special Circumstances, New Construction and Substantial Rehabilitation. The Applicant intends to purchase both buildings, connect the buildings with new construction, consolidate the two lots into a single PIN, and lease the entire property to Brett Anthony Foods.

A number of Special Circumstances exist for this property. First, the property at 1250 Greenleaf has not been vacant for over 24 continuous months. The current occupant will be vacating near the end of the year and the property will undergo major renovations. After completion, the Applicant will lease 1250 Greenleaf to Brett Anthony Foods. Without the incentive with special circumstances, the property would sit vacant and unused until it hits 24 continuous months vacancy. Second, the proposed project includes two separate buildings across two PIN numbers. The Applicant is proposing to renovate both buildings, connect the buildings, and consolidate the two PINs into a single PIN, beginning in 2021. Since 1350 Greenleaf already has an incentive (2014 activation), the Applicant must file to receive a new consolidated PIN, and request a new 6b incentive on this newly created PIN. Lastly, this project involves an existing company that has already headquartered in Elk Grove. Brett Anthony Foods has been at 1350 Greenleaf since 2014, and have been steadily expanding ever since. Brett Anthony Foods was under contract for another property when this opportunity arose, allowing the occupant to stay in Elk Grove, saving hundreds of jobs for the Village. Without the incentive, a project including special circumstances such as this would not be feasible, and the Applicant would need to look elsewhere.

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 1851 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, in the case of abandoned property, if the municipality or the Mayor and Board of Trustees, finds that special circumstances justify finding that the property is "abandoned" for purpose of Class 6B, even though it has been vacant and unused for less than 24 months, that finding, along with the specification of the circumstances, shall be included in the resolution or ordinance supporting and consenting to the Class 6B application. Such resolution or ordinance shall be filed with the eligibility application. If the ordinance or resolution is that of a municipality, the approval of the Board of Commissioners of Cook County is required to validate such shortened period of qualifying abandonment, and a resolution to that effect shall be included with the Class 6B eligibility application filed with the Assessor; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 1851 Touhy Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-35-102-032-0000, 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 1851 Touhy Avenue, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-35-102-032-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

NORTHEASTERLY OF A CURVED LINE CONCAVE NORTHEASTERLY AND
HAVING A RADIUS OF 290.0 FEET, SAID CURVED LINE BEING DRAWN FROM
A POINT OF CURVE ON THE SOUTH LINE OF LOT 49 IN CENTEX INDUSTRIAL

PARK UNIT 6 AFORESAID, 36.54 FEET EAST OF THE SOUTHWEST CORNER THEREOF, TO A POINT ON THE NORTH LINE OF LOT 51 AFORESAID 25.23 FEET EAST OF THE NORTHWEST CORNER THEREOF, 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 PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 8, 1961, AS DOCUMENT NUMBER 2011608.

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 08-35-102-032-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

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

- a. Installation of a new security system;
- b. Upgrade and paint façade;
- c. Seal coat and stripe parking lot;
- d. Structural repairs and upgrade landscaping; and
- e. Install new energy efficient LED lights and other general maintenance.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Exhibit A



Special Circumstances

1851 Touhy Ave, Elk Grove Village, IL 60007
PIN: 08-35-102-032-0000

1851 TOUHY, LLC (the "Applicant") is the contract purchaser of the above referenced property (the "Subject Property") and is requesting a Resolution from Elk Grove Village supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on re-occupancy of vacant property for less than 24 continuous months vacancy with a purchase for value, special circumstances and substantial rehabilitation..

The Subject Property is approximately 54 years old and currently consists of an approximately 13,500 square foot industrial building located on a 26,697 square foot site. The Applicant plans to lease the property to a related entity, Kemco Trucking, Inc. (the "Occupant") who will use the site to expand its growing business. Kemco Trucking is currently located in Elk Grove on Estes Avenue. With the new facility, Kemco's properties will work synergistically with some employees splitting time at each location.

A number of Special Circumstances exist for this property. First, the Subject Property has not been vacant for over 24 continuous months. The previous occupant vacated on September 1, 2019, leaving the property 100% vacant and unused. At the time of closing, the property will have been vacant and unused for approximately 8 months. Without the incentive with special circumstances, the property would sit vacant and unused until it hits 24 continuous months vacancy. Based on the increasing Cook County tax burden, industrial properties without a tax incentive are at a distinct disadvantage, especially in Elk Grove Village. By allowing the property to sit vacant for the 16 additional months needed for reoccupation without special circumstances, the Village would lose significant property tax revenue, potential employment and other economic and societal benefits resulting from the increased employment.

This project also involves an existing company already headquartered in Elk Grove. Kemco Trucking is located at 1825 Estes Avenue and has been rapidly expanding over the past year. Kemco has run out of space at its current location, and must quickly expand into the property located at 1851 Touhy to keep up with demand. Kemco already has 110 full time employees and 30 part time employees in the Village. They plan to transfer about 10 current employees to the new location, and initially hire approximately 7-10 new full time employees. Kemco would greatly prefer to keep its locations within the same general area, and the property at 1851 Touhy is the ideal location. Without the assistance granted by the 6b, Kemco Trucking may need to look to neighboring Villages, Counties or States to continue its rapid expansion.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE FISCAL YEAR 2020-21 BUDGET FOR THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

WHEREAS, a budget has been prepared and reviewed to provide Village services for the 2020-21 fiscal year; and

WHEREAS, the maintenance of a financially strong local government requires that a balanced budget be adopted to provide for the delivery of services to the community.

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 Fiscal Year 2020-21 Village Budget dated April 14, 2020 in the total amount of \$151,587,401 as indicated in the attached Revenue and Expenditure Summary Comparisons, is hereby adopted.

Section 2: That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 3: That this Resolution shall be in full force and effect from and after its adoption, approval and publication form as provided by 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 1

Village of Elk Grove Village
 Summary of Estimated Revenue by Source
 Fiscal Year 2020-21

Funds	Taxes	Licenses and Permits	Intergovernmental Revenue	Charges for Service	Fines and Forfeits	Interest Income	Miscellaneous Income	Non Revenue Receipts	Village Total
101 - General Fund	\$ 45,736,033	\$ 3,597,300	\$ 6,225,245	\$ 1,873,000	\$ 1,172,100	\$ 1,341,900	\$ 874,500	\$ 2,615,000	\$ 63,435,078
203 - Motor Fuel Tax Fund		\$	\$ 1,000,000			\$ 10,000			\$ 1,010,000
204 - Asset Seizure						\$ 5,000			\$ 5,000
206 - Foreign Fire Insurance Fund	\$ 160,000					\$ 10,000			\$ 170,000
208 - Business Leaders Forum Fund	\$ 3,275,000					\$ 250,000			\$ 3,525,000
210 - Cable Television Fund	\$ 465,000					\$ 2,500			\$ 467,500
212 - GREEN Fund	\$ 935,000	\$ 105,600		\$ 720,000		\$ 10,000	\$ 52,000		\$ 887,600
301 - Capital Projects Fund						\$ 1,202,122			\$ 1,202,122
310 - Residential Enhancement Fund					\$ 600,000	\$ 5,000			\$ 605,000
320 - Grove Mall Redevelopment Fund	\$ 1,200,000					\$ 100			\$ 1,200,100
321 - Devour/Rohl Redevelopment Fund	\$ 600,000					\$ 100			\$ 600,100
322 - Busse/Elm Redevelopment Fund	\$ 11,000,000					\$ 50,500			\$ 11,050,500
323 - Higgins Rd Redevelopment Fund	\$ 200,000					\$ 100		\$ 1,000,000	\$ 1,200,100
402 - Debt Service Fund	\$ 8,099,500					\$ 10,000		\$ 8,109,500	\$ 8,109,500
501 - Water/Sewer Fund				\$ 21,381,250	\$ 185,000	\$ 1,262,000	\$ 7,000	\$ 2,832,000	\$ 25,667,250
601 - Capital Replacement Fund	\$ 4,742,092		\$ 596,940			\$ 100,000			\$ 5,439,032
721 - Firefighters Pension Fund	\$ 3,778,469		\$ 451,020			\$ 5,750,500	\$ 900,000	\$ 1,517,208	\$ 11,989,532
722 - Police Pension Fund	\$ 80,191,094	\$ 3,702,900	\$ 8,273,205	\$ 23,974,250	\$ 1,957,100	\$ 6,400,500	\$ 875,000	\$ 7,964,208	\$ 145,181,579
Village Total	\$ 80,191,094	\$ 3,702,900	\$ 8,273,205	\$ 23,974,250	\$ 1,957,100	\$ 16,410,322	\$ 2,708,500	\$ 7,964,208	\$ 145,181,579
290 - Library Fund	\$ 5,995,307	\$ -	\$ 224,940	\$ 36,750	\$ 5,500	\$ 25,100	\$ 4,100	\$ 3,100	\$ 6,294,792
Total Village and Library	\$ 86,186,396	\$ 3,702,900	\$ 8,498,145	\$ 24,011,000	\$ 1,962,600	\$ 16,435,422	\$ 2,712,600	\$ 7,967,308	\$ 151,476,371
PERCENT TOTAL	56.90%	2.44%	5.61%	15.85%	1.30%	10.85%	1.79%	5.26%	100.00%

VILLAGE OF ELK GROVE
EXPENDITURE SUMMARY

Fund	FY2018 Actuals	FY2019 Actuals	FY2020 Adjusted Budget	FY2021 Adopted Budget
101 - General Fund	\$ 63,698,138	\$ 60,853,670	\$ 60,965,955	\$ 65,349,420
203 - Motor Fuel Tax Fund	\$ 1,203,371	\$ 1,033,772	\$ 939,278	\$ 1,300,000
204 - Asset Seizure	\$ 32,489	\$ 7,957	\$ 24,515	\$ 44,880
206 - Foreign Fire Insurance Fund	\$ 89,483	\$ 141,278	\$ 186,580	\$ 380,400
208 - Business Leaders Forum Fund	\$ 4,197,789	\$ 3,244,707	\$ 8,393,658	\$ 5,826,998
210 - Cable Television Fund	\$ 569,369	\$ 497,225	\$ 499,534	\$ 533,739
212 - GREEN Fund	\$ 734,702	\$ 800,531	\$ 1,099,575	\$ 982,908
301 - Capital Projects Fund	\$ 31,048,175	\$ 35,361,028	\$ 15,744,529	\$ 4,995,000
310 - Residential Enhancement Fund	\$ 288,421	\$ 33,929	\$ 354,250	\$ 424,250
320 - Grove Mall Redevelopment Fund	\$ 1,181,983	\$ 1,251,695	\$ 1,227,880	\$ 1,225,000
321 - Devon/Rohl Redevelopment Fund	\$ 552,790	\$ 560,875	\$ 602,000	\$ 552,000
322 - Busse/Elm Redevelopment Fund	\$ 6,741,263	\$ 6,312,066	\$ 9,822,494	\$ 12,047,344
323 - Higgins Rd Redevelopment Fund	\$ 5,278,165	\$ 12,760,490	\$ 650,000	\$ 3,171,327
402 - Debt Service Fund	\$ 26,987,147	\$ 8,324,370	\$ 8,116,100	\$ 8,107,000
501 - Water/Sewer Fund	\$ 23,651,646	\$ 17,340,156	\$ 36,620,857	\$ 24,773,743
601 - Capital Replacement Fund	\$ 659,208	\$ 7,499	\$ 2,800,447	\$ 1,530,000
721 - Firefighters Pension Fund	\$ 6,405,701	\$ 6,752,576	\$ 7,335,800	\$ 7,445,800
722 - Police Pension Fund	\$ 5,434,445	\$ 5,849,062	\$ 6,172,800	\$ 6,602,800
Village Total	\$ 178,754,285	\$ 161,132,888	\$ 161,556,252	\$ 145,292,609
<hr/>				
290 - Library Fund	\$ 6,053,667	\$ 5,719,721	\$ 6,095,966	\$ 6,294,792
Total Village and Library	\$ 184,807,952	\$ 166,852,608	\$ 167,652,218	\$ 151,587,401

VILLAGE OF ELK GROVE
REVENUE SUMMARY

Fund	FY2017 Actuals	FY2018 Actuals	FY2019 Adjusted Budget	FY2020 Adopted Budget
101 - General Fund	\$ 62,716,842	\$ 59,338,561	\$ 59,269,396	\$ 63,435,078
203 - Motor Fuel Tax Fund	\$ 851,870	\$ 849,651	\$ 843,250	\$ 1,010,000
204 - Asset Seizure	\$ 28,603	\$ 34,933	\$ 2,500	\$ 5,000
206 - Foreign Fire Insurance Fund	\$ 130,873	\$ 143,937	\$ 133,000	\$ 170,000
208 - Business Leaders Forum Fund	\$ 4,024,519	\$ 3,579,076	\$ 3,450,000	\$ 3,525,000
210 - Cable Television Fund	\$ 449,481	\$ 448,267	\$ 467,000	\$ 467,500
212 - GREEN Fund	\$ 858,294	\$ 913,086	\$ 885,600	\$ 887,600
301 - Capital Projects Fund	\$ 74,126,609	\$ 20,834,455	\$ 1,435,000	\$ 2,137,122
310 - Residential Enhancement Fund	\$ 363,745	\$ 453,390	\$ 610,000	\$ 605,000
320 - Grove Mall Redevelopment Fund	\$ 1,435,524	\$ 986,794	\$ 1,000,100	\$ 1,200,100
321 - Devon/Rohl Redevelopment Fund	\$ 568,257	\$ 577,336	\$ 600,100	\$ 600,100
322 - Busse/Elm Redevelopment Fund	\$ 4,354,671	\$ 9,502,611	\$ 11,002,500	\$ 11,050,500
323 - Higgins Rd Redevelopment Fund	\$ -	\$ 178,187	\$ 200,100	\$ 1,200,100
402 - Debt Service Fund	\$ 26,794,726	\$ 8,178,006	\$ 8,116,100	\$ 8,109,500
501 - Water/Sewer Fund	\$ 26,857,460	\$ 26,797,032	\$ 22,364,500	\$ 25,667,250
601 - Capital Replacement Fund	\$ 1,425,948	\$ 1,505,670	\$ 1,545,055	\$ 1,617,208
721 - Firefighters Pension Fund	\$ 11,705,707	\$ 10,124,054	\$ 10,982,605	\$ 11,989,532
722 - Police Pension Fund	\$ 12,058,019	\$ 10,136,785	\$ 10,729,040	\$ 11,504,989
Village Total	\$ 228,751,150	\$ 154,581,832	\$ 133,635,846	\$ 145,181,579
290 - Library Fund	\$ 5,465,781	\$ 5,759,582	\$ 6,095,966	\$ 6,294,792
Total Village and Library	\$ 234,216,931	\$ 160,341,414	\$ 139,731,812	\$ 151,476,371

DEVELOPMENT AND OPERATING AGREEMENT

CRAFT GROW FACILITY

THIS DEVELOPMENT AND OPERATING AGREEMENT (“Agreement”) is made and entered into as of this 11th day in March, 2020, by and between the Village of Elk Grove Village, Illinois, a Home Rule Illinois municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and Kush 312 Craft Grow, LLC (“Craft Grower”) an Illinois Limited Liability Company.

RECITALS

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

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

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

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

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

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

I

RECITALS PART OF AGREEMENT

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

II

MUTUAL ASSISTANCE

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

III

CRAFT GROWER'S ACKNOWLEDGMENTS AND REPRESENTATIONS

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

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

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

IV

ZONING AND BUILDING

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

4.02. Building Material and Design.

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

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

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

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

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

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

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

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

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

V

PUBLIC SAFETY/SECURITY

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

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

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

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

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

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

VI

FEES / CONTRIBUTIONS

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

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

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

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

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

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

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

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

VII

GENERAL PROVISIONS

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

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

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

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

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

To Craft Grower:

Kush 312 Craft Grow, LLC
c/o Damian Ehrlicher
333 Busse Hwy #359
Park Ridge, Illinois 60018

With copies to:

Quintairos, Prieto and Boyer P.A.
Joe Krcmar
233 South Wacker Dr., 70th Floor
Chicago, Illinois 60606
Phone: (312) 566-0040

And

To the Village:

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

With copies to:

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

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

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

7.07 Assignment. Craft Grower may not assign, or otherwise transfer all or any part of its interest in the Agreement or in the Village License without the prior written consent of the Village;

provided, however, that the Craft Grower may assign its interest without consent to its parent company, any subsidiary or affiliate of it or its parent company.

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

7.08 Term / Renewal.

- A. Term. The term of this Agreement shall commence upon execution by both parties and terminate on the tenth (10th) anniversary of the Commencement Date (the "Term"), unless otherwise extended.

- B. Option to Extend. The term of this Agreement shall be automatically renewable for a total of two (2) ten (10) year terms ("Renewal Terms") each following the original term or any renewable term at the annual fee structure stated below and otherwise upon the same terms and conditions stated in this Agreement. If Craft Grower desires not to extend any subsequent term of the Agreement, it shall give the Village written notice of its intention not to extend the term at least ninety (90) days prior to the expiration of the then current term whereupon the Agreement shall be deemed canceled upon the expiration of the then current term.

- C. Termination. Should the Act be repealed, then this Agreement shall terminate and Craft Grower shall cease doing business in the Village. Should the State enact new legislation enabling this Program (or its successor) to continue, then, so long as Craft Grower maintains a valid License and valid Village License, this Agreement shall

automatically be renewed annually for each and every year subsequent to the date wherein this Agreement is continued. Notwithstanding the above referenced termination by Craft Grower upon expiration of the current term, Craft Grower shall have the right to terminate this Agreement by giving the Village written notice of its intention to terminate at least ninety (90) days prior to the termination date in effect.

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

KUSH 312 CRAFT GROW, LLC
An Illinois Limited Liability Company

VILLAGE OF ELK GROVE VILLAGE,
An Illinois Municipal Corporation

By: Damian Ehrlicher 
Its Chief Executive Officer

By: _____
Its Mayor

ATTEST:

ATTEST:

By: _____
Village Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DEVELOPMENT AND OPERATING AGREEMENT – CRAFT GROW FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND ORIGINS SALE II, LLC

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

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

**DEVELOPMENT AND OPERATING AGREEMENT
CRAFT GROW FACILITY**

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

DEVELOPMENT AND OPERATING AGREEMENT

CRAFT GROW FACILITY

THIS DEVELOPMENT AND OPERATING AGREEMENT (“Agreement”) is made and entered into as of this 12th day in March, 2020, by and between the Village of Elk Grove Village, Illinois, a Home Rule Illinois municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and ORIGINS SALE IL, LLC (“Craft Grower”) an Illinois Limited Liability Company.

RECITALS

- A. On June 25, 2019, the Illinois Legislature enacted the Cannabis Regulation and Tax Act, 410 ILCS 750/Article 30 *et seq.* (“Act”).
- B. The Act authorizes the State the right to grant a license (“License”) for Craft Growing (Section 30-5(a)) where cannabis can be grown for sale or distribution to an approved cultivation center, craft grower, infuser organization, dispensing organization, or as otherwise authorized by the Act.
- C. Craft Grower has represented to the Village that it intends to apply for a License to operate a Craft Growing Facility within the corporate boundaries of the Village. Craft Grower further represents that it has no knowledge of any events or acts that would prevent Craft Grower or any of its members from receiving a License.
- D. The Village has agreed that in the event Craft Grower obtains a License to open and operate a Craft Growing Facility as required by the Act, that in exchange for good and valuable consideration as set forth herein, the Village will cooperate with Craft Grower in allowing the Craft Growing Facility to be located in the Village.
- E. The Corporate Authorities of the Village have taken all required actions prior to the execution of this Agreement in order to make the same binding upon it according to its terms.

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

I

RECITALS PART OF AGREEMENT

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

II

MUTUAL ASSISTANCE

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

III

CRAFT GROWER'S ACKNOWLEDGMENTS AND REPRESENTATIONS

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

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

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

IV

ZONING AND BUILDING

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

4.02. Building Material and Design.

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

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

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

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

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

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

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

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

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

V

PUBLIC SAFETY/SECURITY

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

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

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

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

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

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

VI

FEES / CONTRIBUTIONS

6.01 Village Fee. Craft Grower hereby acknowledges that the Village will incur certain extraordinary costs as a result of the location of a Craft Grow Facility in the Village's Business Park. Such extraordinary costs include, but are not limited to costs for increased Police protection and monitoring, increased Fire Department monitoring, as well as increased costs of other departments necessarily incurred to protect and maintain the health, safety and welfare of Village residents. In this regard, Craft Grower agrees to pay to the Village a fee, the designation

of such as a sales or use tax, impact fee or otherwise to be determined at a later date giving due consideration to applicable State regulations concerning said fees.

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

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

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

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

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

The Village reserves the right to reallocate the annual donations based upon need and requirements. While the initial community groups are listed above, the Village reserves the right to

modify the list of community organizations, and may also add additional community organizations while redistributing the allocation allotment.

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

VII

GENERAL PROVISIONS

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

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

7.03 **Severability.** If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the

application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

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

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

To Craft Grower:

Origins Sale IL, LLC
1165 W. Tern Dr.
Palatine IL, 60067

With copies to:

And

To the Village:

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

With copies to:

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

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

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

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

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

7.08 Term / Renewal.

- A. Term. The term of this Agreement shall commence upon execution by both parties and terminate on the tenth (10th) anniversary of the Commencement Date (the “Term”), unless otherwise extended.

- B. Option to Extend. The term of this Agreement shall be automatically renewable for a total of two (2) ten (10) year terms (“Renewal Terms”) each following the original term or any renewable term at the annual fee structure stated below and otherwise upon the same terms and conditions stated in this Agreement. If Craft Grower desires not to extend any subsequent term of the Agreement, it shall give the Village written notice of its intention not to extend the term at least ninety (90) days prior to the expiration of the then current term whereupon the Agreement shall be deemed canceled upon the expiration of the then current term.

- C. Termination. Should the Act be repealed, then this Agreement shall terminate and Craft Grower shall cease doing business in the Village. Should the State enact new legislation enabling this Program (or its successor) to continue, then, so long as Craft Grower maintains a valid License and valid Village License, this Agreement shall automatically be renewed annually for each and every year subsequent to the date wherein this Agreement is continued. Notwithstanding the above referenced

termination by Craft Grower upon expiration of the current term, Craft Grower shall have the right to terminate this Agreement by giving the Village written notice of its intention to terminate at least ninety (90) days prior to the termination date in effect.

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

ORIGINS SALE IL LLC
An Illinois Limited Liability Company

VILLAGE OF ELK GROVE VILLAGE,
An Illinois Municipal Corporation

By:  _____
Partner

By: _____
Its Mayor

ATTEST:

ATTEST:

By: _____
Village Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DEVELOPMENT AND OPERATING AGREEMENT – CRAFT GROW FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND ADVANCE CANNABIS LLC.

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

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

**DEVELOPMENT AND OPERATING AGREEMENT
CRAFT GROW FACILITY**

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

DEVELOPMENT AND OPERATING AGREEMENT

CRAFT GROW FACILITY

THIS DEVELOPMENT AND OPERATING AGREEMENT ("Agreement") is made and entered into as of this 10 day in March, 2020, by and between the Village of Elk Grove Village, Illinois, a Home Rule Illinois municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and Advance Cannabis LLC. ("Craft Grower") an Illinois Limited Liability Partnership.

RECITALS

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

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

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

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

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

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

I

RECITALS PART OF AGREEMENT

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

II

MUTUAL ASSISTANCE

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

III

CRAFT GROWER'S ACKNOWLEDGMENTS AND REPRESENTATIONS

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

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

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

IV

ZONING AND BUILDING

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

4.02. Building Material and Design.

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

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

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

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

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

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

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

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

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

V

PUBLIC SAFETY/SECURITY

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

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

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

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

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

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

VI

FEES / CONTRIBUTIONS

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

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

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

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

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

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

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

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

VII

GENERAL PROVISIONS

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

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

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

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

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

To Craft Grower:

Advance Cannabis LLC.
1624 N. Mannheim Rd.
Stone Park IL. 60165

With copies to:

Cannabis Industries Lawyers
Att: Thomas Howard
120 Gale Street Unit G
Aurora, IL 60506

And

To the Village:

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

With copies to:

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

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

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

7.07 Assignment. Craft Grower may not assign, or otherwise transfer all or any part of its interest in the Agreement or in the Village License without the prior written consent of the Village;

provided, however, that the Craft Grower may assign its interest without consent to its parent company, any subsidiary or affiliate of it or its parent company.

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

7.08 Term / Renewal.


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

automatically be renewed annually for each and every year subsequent to the date wherein this Agreement is continued. Notwithstanding the above referenced termination by Craft Grower upon expiration of the current term, Craft Grower shall have the right to terminate this Agreement by giving the Village written notice of its intention to terminate at least ninety (90) days prior to the termination date in effect.

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

ADVANCE CANNABIS LLC.
An Illinois Limited Liability Partnership

VILLAGE OF ELK GROVE VILLAGE,
An Illinois Municipal Corporation

By:  _____
Chief Financial Officer

By: _____
Its Mayor

ATTEST:

ATTEST:

By: _____
Village Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DEVELOPMENT AND OPERATING AGREEMENT – CRAFT GROW FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND KANNAVIR INNOVATIONS LLC.

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

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

**DEVELOPMENT AND OPERATING AGREEMENT
CRAFT GROW FACILITY**

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

DEVELOPMENT AND OPERATING AGREEMENT
CRAFT GROW FACILITY

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

RECITALS

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

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

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

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

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

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

I

RECITALS PART OF AGREEMENT

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

II

MUTUAL ASSISTANCE

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

III

CRAFT GROWER'S ACKNOWLEDGMENTS AND REPRESENTATIONS

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

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

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

IV

ZONING AND BUILDING

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

4.02. Building Material and Design.

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

reasonable discretion to approve the Building design and materials. The Building will be designed to look like other buildings in the Business Park with external, aesthetic enhancements that shall be approved by the Director of Community Development.

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

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

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

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

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

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

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

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

V

PUBLIC SAFETY/SECURITY

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

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

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

coverage of the Craft Grower's entrance, parking lots, and loading dock. Should the Elk Grove Village Police Department need additional hardware and software to access the Craft Grower video camera security system, Craft Grower will be required to provide the Elk Grove Village Police Department with necessary hardware and software.

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

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

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

VI

FEES / CONTRIBUTIONS

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

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

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

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

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

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

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

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

event shall any new Community Contribution be less than the current Total Community Contributions.

VII

GENERAL PROVISIONS

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

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

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

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

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

To Craft Grower:

Kannavir Innovations LLC
212 Crossen Ave.
Elk Grove Village, IL 60007
Attn: Roger A. Householder, Manager

With copies to:

Mr. Brian J. McCollam
Brian J. McCollam & Assoc., P.C.
111 W. Washington St., Suite 1110
Chicago, IL 60602

And

To the Village:

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

With copies to:

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

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

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

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

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

7.08 Term / Renewal.

- A. Term. The term of this Agreement shall commence upon execution by both parties and terminate on the tenth (10th) anniversary of the Commencement Date (the "Term"), unless otherwise extended.

- B. Option to Extend. The term of this Agreement shall be automatically renewable for a total of two (2) ten (10) year terms ("Renewal Terms") each following the original term or any renewable term at the annual fee structure stated below and otherwise upon the same terms and conditions stated in this Agreement. If Craft Grower desires not to extend any subsequent term of the Agreement, it shall give the Village written notice of its intention not to extend the term at least ninety (90) days prior to the expiration of the then current term whereupon the Agreement shall be deemed canceled upon the expiration of the then current term.

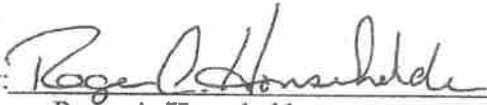
- C. Termination. Should the Act be repealed, then this Agreement shall terminate and Craft Grower shall cease doing business in the Village. Should the State enact new legislation enabling this Program (or its successor) to continue, then, so long as Craft Grower maintains a valid License and valid Village License, this Agreement shall automatically be renewed annually for each and every year subsequent to the date

wherein this Agreement is continued. Notwithstanding the above referenced termination by Craft Grower upon expiration of the current term, Craft Grower shall have the right to terminate this Agreement by giving the Village written notice of its intention to terminate at least ninety (90) days prior to the termination date in effect.

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

KANNAVIR INNOVATIONS LLC,
An Illinois Limited Liability Company,

VILLAGE OF ELK GROVE VILLAGE,
An Illinois Municipal Corporation,

By: 
Roger A. Householder
Its Managing Member

By: _____
Its Mayor

ATTEST:

By: _____
Village Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK AND THE VILLAGE OF ELK GROVE VILLAGE FOR THE TOUHY AVENUE INTERSECTION IMPROVEMENT PROJECT - ELMHURST ROAD TO MOUNT PROSPECT ROAD (SECTION 15-34117-01-RP)

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 AGREEMENT
BETWEEN THE COUNTY OF COOK
AND
THE VILLAGE OF ELK GROVE VILLAGE**

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

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

VOTE: AYES _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

AgntCook, Touhy Ave

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

VILLAGE OF ELK GROVE VILLAGE

TOUHY AVENUE

Elmhurst Road to Mount Prospect Road

Section: 15-34117-01-RP

Federal Project No. 6CYP(041)

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the County of Cook, a body politic and corporate of the State of Illinois (the "County"), and the Village of Elk Grove Village, a municipal corporation of the State of Illinois (the "Village"). The County and the Village are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Constitution of the State of Illinois (the "State"), 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorizes and encourages intergovernmental cooperation; and

WHEREAS, the County and the Village are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, the Illinois State Toll Highway Authority (Illinois Tollway) in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Elgin O'Hare Expressway, extending the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known in its entirety as Illinois Route 390, and constructing the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"); and

WHEREAS, the EOWA will necessitate improvements along Touhy Avenue (IL 72) from Elmhurst Road to Mount Prospect Road; and

WHEREAS, the Illinois Department of Transportation (State) has jurisdictional authority over Touhy Avenue (IL 72) and has authorized the County to assume design and construction responsibilities of the EOWA improvements along Touhy Avenue, which includes the intersections of Touhy Avenue at Elmhurst Road, Touhy Avenue over the Western Access, Touhy Avenue over the Union Pacific Railroad, and Touhy Avenue at Mount Prospect Road; and

WHEREAS, the Village owns facilities within State right-of-way, said facilities were installed by permit and subject to the terms and conditions of the State permit for occupation within said right-of-way; and

WHEREAS, the County has undertaken design of improvements along Touhy Avenue and Elmhurst Road, to be identified as Section: 15-34117-01-RP (hereinafter referred to as the "Project"); and

WHEREAS, the Project improvements to be built by the County are described as follows:

The scope of work for the Touhy Avenue at Elmhurst Road intersection improvements includes construction of a new quadrant bypass connector roadway from Old Higgins Road to Touhy Avenue. This section also includes the installation and interconnection of traffic signals at Touhy Avenue and the Old Higgins Road connector, at Touhy Avenue and Elmhurst Road, and at Elmhurst Road and Old Higgins Road/Estes Avenue.

The scope of work for Touhy Avenue over the EOWA includes the construction of a new grade separation structure carrying Touhy Avenue over the EOWA.

The scope of work for Touhy Avenue over the Union Pacific Railroad (UPRR) consists of the construction of a new grade separation structure carrying Touhy Avenue over the UPRR, as well as arterial improvements which include the relocation and realignment of Mount Prospect Road from Higgins Creek to the UPRR along with installation of a new traffic signal at Touhy Avenue.

The Project also includes the installation of drainage improvements, pavement markings, signing, roadway lighting, multi-use paths, sidewalk, landscaping, retaining walls and all other work necessary to complete the improvements in accordance with the approved construction plans and specifications; and

WHEREAS, the Village has requested that the County include in its Project the installation of new Emergency Vehicle Pre-Emption Device (EVPD) Systems on all signals within the Village limits of the Project, and at the intersection of Touhy Avenue and realigned Old Higgins Road, new LED street name signs at all signalized intersections within the Village limits of the Project, water main installation and/or replacement, decorative street lighting and landscaped medians with water service line for future irrigation systems east of Elmhurst Road (the “Village Work”); and

WHEREAS, the County and the Village, by this instrument, desire to memorialize their respective obligations and responsibilities toward engineering, construction and funding of the Project as well as future maintenance responsibilities of the completed Project; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

SECTION 2. TERM AND TERMINATION

This Agreement between the County and the Village shall not become effective unless authorized by the Cook County Board of Commissioners and executed by the Cook County Board President and an authorized representative of the Village. This Agreement is a legal, valid and binding agreement, enforceable against the Village and, once duly authorized and executed by the Cook County Board of Commissioners, against the County, in accordance with its terms. This Agreement shall terminate upon completion of the Project. Further, in the event that any portion of the Federal CMAQ Funding becomes unavailable, this Agreement may be subject to amendment or termination by written instrument signed by both Parties. Notwithstanding the foregoing, the Parties hereto agree that the provisions of Subsections 5.9 Maintenance Agreement, 5.11 Post-Project Maintenance and 5.13 Payment to the County herein shall survive termination of this Agreement, unless expressly terminated by the Parties.

This Agreement and the covenants contained herein shall become null and void in the event that a contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this Agreement by the County.

SECTION 3. PROJECT FUNDS

- 3.1 Federal Funds. Federal Funding in the amount of Eleven Million Four Hundred Fifty Thousand Dollars (\$11,450,000.00) Congestion Mitigation Air Quality (CMAQ) funds for the Touhy Avenue at Elmhurst Road intersection improvements and Twenty-Three Million Two Hundred Eighty-Nine Thousand Dollars (\$23,289,000.00) Congestion Mitigation Air Quality (CMAQ) funds for the Touhy Avenue over the UPRR improvements totaling a maximum amount of Thirty-Four Million Seven Hundred Thirty-Nine Thousand Dollars (\$34,739,000.00) will be applied toward the eligible portions of the Project construction and utility relocation costs as described herein.
- 3.2 County's Share of the Project. The County shall finance the entire cost of the Project subject to reimbursement as herein stipulated. For the purposes of this Agreement, the County's share shall include funding from other agencies as described in separate agreements. The County's share of the Project shall be equal to the actual cost for design engineering, construction, construction engineering and utility relocations for the Touhy Avenue at Elmhurst Road intersection improvements (including Village water main and sanitary sewer) and the Touhy Avenue over the UPRR portions of the Project less the Federal Share of construction and utility relocation costs for the respective portions of the Project and less the Village's share of the Project. The County's total cost for the Project is estimated as Forty-Seven Million Five Hundred Sixty-Five Thousand Eight Hundred Forty-Nine Dollars (\$47,565,849.00).
- 3.3 Village's Share of the Project. The Village's share of the Project shall be equal to the actual cost of the Village Work as listed hereinbefore; plus one hundred (100%) percent of the costs for street lighting within the Village limits of the Project; plus fifty (50%) percent of the costs for new sidewalk and multi-use path; less fifty (50%) percent of the costs for deteriorated sidewalk replacement at locations not impacted by construction; less one hundred (100%) percent of the costs for the landscaped median (excluding water service line); and, including design and construction engineering as a fraction of the total Village cost as described in Subsection 4.4 of this Agreement. The Village's total cost for the Project is estimated as One Million Six Hundred Fifty-Six Thousand Two Hundred Ninety-One Dollars (\$1,656,291.00).
- 3.4 Cost Estimates. A Cost Breakdown for the Village's Share of the Project is incorporated and attached hereto as Exhibit A. The Cost Breakdown is only an estimate and does not limit the financial obligations of the Parties as described in 3.1 through 3.3 above.

SECTION 4. COUNTY'S RESPONSIBILITIES

- 4.1 Design Engineering. The County shall design, prepare construction plans, specifications, estimates and contract documents for the Project, including the new EVPD systems.
- 4.1.1 The County shall incorporate the Village Work into the Project design plans and specifications using Village standards; and, said design plans shall be approved by both the Village and the County. The cost for said work shall be reimbursed to the County by the Village.

- 4.1.2 The County shall utilize a full-depth Portland Cement Concrete pavement design provided by the Village for the segment of Estes Avenue to be reconstructed as part of the Project.
 - 4.1.3 The County shall define land acquisition needs for temporary and permanent easements for the Project, including any displacements and/or relocations required for construction, and provide same to the Illinois Tollway for further processing.
 - 4.1.4 The County shall be responsible for ensuring that all permits necessary for the Project are secured, including regulatory and railroad permits.
- 4.2 Construction.
- 4.2.1 The County shall advertise and receive bids, let, award, and cause the Project to be built in accordance with the approved Project construction plans, specifications and construction contract.
 - 4.2.2 Subsequent to the award of the construction contract, and before any work is started on the Project, a pre-construction conference shall be held between the State, the Illinois Tollway, the County, the interested contractor(s), the UPRR, the Village of Elk Grove Village, the City of Chicago, the City of Des Plaines and the affected utility agencies, at a time and place as designated by the County's representative, for the purpose of coordinating the work to be performed by the several contingents, and at which time a schedule of operations will be adopted.
 - 4.2.3 The County shall coordinate localized public notification of driveway and side street closures, and detour plans with residents, schools, businesses and emergency services.
- 4.3 County as Lead Agent; Appropriation of Funds. The County shall finance the design engineering, construction and construction engineering and act as Lead Agent for the Project as authorized by the State of Illinois.
- 4.4 Village Infrastructure.
- 4.4.1 Any and all Village infrastructure improvements on State routes are subject to approval by the State.
 - 4.4.2 The County shall replace or relocate existing sidewalk which interferes with construction, at its sole expense.
 - 4.4.3 The County shall remove and replace deteriorated sidewalk as part of the Project, at locations not impacted by construction and identified by the Village, and the cost of said sidewalk shall be shared as 50% Village and 50% County. Costs shall include sidewalk, subbase granular material, protective coat, detectable warnings and sidewalk removal.
 - 4.4.4 The County shall install new bicycle and pedestrian facilities as part of the Project, including multi-use paths and new sidewalk along Elmhurst Road (south of Touhy Avenue) and along Touhy Avenue within the Village limits, and the cost of said facilities shall be shared as 50% Village and 50% County. The locations of said multi-use paths and sidewalk are delineated on the attached Exhibit B.

- 4.4.5 The County shall submit a written request and obtain approval from the Village prior to making minor adjustments to existing Village utilities, including water main, sanitary sewers, structure adjustments and fire hydrants which interfere with construction, at its sole expense.
- 4.4.6 The County shall design and install new water main and/or replace existing water main at locations requested by the Village. The cost for design and construction of said water main shall be at the Village's sole expense. The locations of said water main are delineated on the attached Exhibit B.
- 4.4.7 The County shall install a landscaped median with seeding (approved by the State) along Touhy Avenue from Elmhurst Road to Old Higgins Road. A water service line shall be provided to the median for future irrigation by the Village, at the Village's expense. The County share of said costs shall not exceed the cost of installing an equivalent concrete median and the Village shall be responsible for any landscaped median costs in excess of said County share, greater than 5% margin of error.
- 4.4.8 The County shall install new LED street name signs at all signalized intersections which are being upgraded within the Village limits of the Project. Said intersections shall include Touhy Avenue/Higgins Road at Elmhurst Road, Elmhurst Road at Old Higgins Road/Estes Avenue, and Elmhurst Road at Greenleaf Avenue. The cost for said signs shall be at the Village's sole expense.
- 4.4.9 The County shall install new Emergency Vehicle Pre-Emption Device (EVPD) Systems at four (4) intersections within the Project limits that are served by the Elk Grove Fire Department, at the Village's sole expense, unless said equipment has been upgraded prior to construction. Said locations shall include Touhy Avenue/Higgins Road at Elmhurst Road, Touhy Avenue at Old Higgins Road, Elmhurst Road at Old Higgins Road/Estes Avenue and Elmhurst Road at Greenleaf Avenue.
- 4.4.10 The County shall design and construct a Portland Cement Concrete (PCC) retaining wall along the west side of Elmhurst Road between Greenleaf Avenue and Estes Avenue. The location of the wall is delineated on the attached Exhibit B. The wall will be designed per Village approval of size, location, railing, decorative form liner and other appurtenances. The cost of construction of the wall shall be at the sole expense of the County.
- 4.4.11 The County shall provide the Village fourteen (14) days' advance notice for access closures involving any residential driveways, side streets and business entrances.
- 4.4.12 The County shall allow the Village to observe all construction of Village infrastructure installed as part of the Project, address concerns expressed by the Village regarding said construction, and allow the Village to participate in the Final Inspection of said Village infrastructure.
- 4.5 Tree Replacement. Any tree plantings to be included as part of the Project shall be determined in accordance with the Illinois Tollway's EOWA tree replacement policy and coordinated with the Village. Any specific tree plantings or other new aesthetic improvements that may be requested by the Village will be subject to the EOWA accounting. Accordingly, all tree removals will be accounted for, but will not necessarily be replaced within the same Project limits from which they were removed.

The costs for any tree removal included as part of the Project shall be at the County's expense and the costs for tree replacement shall be apportioned between the County and the Illinois Tollway.

- 4.6 Street Lighting. The County shall install new decorative street lighting along Touhy Avenue from the west Project limit to a point approximately 600 feet east of Elmhurst Road where the State lighting begins; along Old Higgins Road from Elmhurst Road to Carmen Drive where the State lighting begins; and, along Elmhurst Road from Greenleaf Avenue to Landmeier Road as part of the Project. The cost of said lighting shall be at the Village's sole expense as described in Section 5.3.1 herein. The locations of said street lighting are delineated on the attached Exhibit B.
- 4.7 City of Des Plaines Emergency Water Connection. The County shall install a water service connection to the Elk Grove Village water main, east of Carmen Drive along Old Higgins Road, including vault, meter and valve. Said service will connect the Elk Grove water system to the City of Des Plaines water system along Old Higgins Road. The meter, valve and water line installed as part of this connection will be owned and maintained by the City of Des Plaines and used only as an emergency water supply by the City of Des Plaines in the event that their main water supply to City properties, west of I-490, is interrupted. Terms of water service use and costs to be defined under separate agreement between the Village and the City of Des Plaines. There shall be no Village cost associated with this work.
- 4.8 Notification of Final Inspection. The County shall provide the Village fourteen (14) days' advance notice of the Final Inspection of all work constructed as part of the Project ("Final Inspection").

SECTION 5. VILLAGE'S OBLIGATIONS

- 5.1 Time of the Essence. The obligations of the Village as set forth in this Section 5 shall be performed in a timely manner such that it will not result in a delay of the Project timetable as determined by the County.
- 5.2 Village Plans and Specifications.
- 5.2.1 The Village shall supply standard details and specifications for the Village Work (water main, water meter vault, retaining wall and median landscaping details) to be included in the Project design plans. The County, with the Village's assistance, shall be responsible for securing any regulatory permits needed for the water main work, street lighting, LED street name signs, etc. including IDOT, IEPA, MWRD, etc.
- 5.2.2 The Village shall provide GIS infrastructure plans and sanitary lift station plans to the County for coordination with the improvements along Elmhurst Road.
- 5.3 Village Cost Responsibility
- 5.3.1 The Village shall be solely responsible for the cost of the new decorative street lighting requested by the Village and installed within the Village limits of the Project along Touhy Avenue, Elmhurst Road and Old Higgins Road.

- 5.3.2 The Village shall be solely responsible for the cost of the new EVPD Systems at four (4) intersections within the Project limits identified in Section 4.4.9 and LED street name signs installed within the Village limits as part of the Project.
- 5.3.3 The Village shall be responsible for fifty (50%) percent of the costs for new multi-use path and new sidewalk installed within the Village limits as part of the Project, and deteriorated sidewalk removal and replacement for locations not impacted by construction.
- 5.3.4 The Village shall be solely responsible for the cost of the water service line, service boxes and connections associated with the landscaped median installed as part of the Project.
- 5.3.5 The Village shall be responsible for any costs for the landscaped medians in excess of the County share for said costs, greater than 5% margin of error. The County share shall not exceed the cost of a similar concrete median (estimated \$152,595) in lieu of topsoil/seeding excluding the costs described in Subsection 5.3.4.
- 5.3.6 The Village shall be solely responsible for the cost of the new water main installation and/or replacement within the Village limits included as part of the Project.
- 5.3.7 The Village shall be responsible for design and construction engineering costs associated with the work described in this Section 5.3. It is mutually agreed by the Parties hereto that design engineering costs shall be computed as five (5%) percent of the actual construction costs and that construction engineering shall be computed as ten (10%) percent of the actual construction costs for the Village share of said work.
- 5.4 Public Notification of Project. The Village will post County notifications of the Project scope, timing and duration through its municipal newsletter, website, etc.
- 5.5 Village Owned Right-of-Way. The Village shall allow the County reasonable access to the Village owned right-of-way or utility easements for the purposes of constructing the Project, including the use of Village streets for possible detour routing of Estes Avenue traffic during construction of the Project.
- 5.6 Coordination with the County.
 - 5.6.1 The Village shall have the opportunity to review and approve contractor submittals prior to installation of Village Work items. The Village shall have the opportunity to be involved in construction of the Project, shall assign a representative to coordinate and monitor the Village Work under construction, and bring to the attention of the County's Resident Engineer any matters of concern with respect to same.
 - 5.6.2 Following an inspection of the completed landscaped median by the Village and the County, and acceptance of the median by the Village, the Village shall assume mowing operations for the landscaped median during the interim period between physical construction of the median and Final Acceptance of the Project.
- 5.7 Additional Work. In the event that the Village requests additional work or changes in the Project scope (excluding changes resulting from unforeseen circumstances or field changes for which the County shall be notified), a written request shall be submitted to the County prior to fifty (50%) percent of the original contract dollars having been expended and providing that said additional work would

- not delay implementation of the Project. Any such request shall be subject to County review and approval prior to incorporation into the Project. Further, the Village shall be responsible for one hundred (100%) percent of the additional costs for design engineering, construction and construction engineering associated with said additional work.
- 5.8 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the County (subject to the provisions of notice as required by Section 4.7 of this Agreement). The Village shall not cause a condition that would unreasonably delay the Final Inspection. The Village shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the County.
- 5.9 Maintenance Agreement. The State shall continue to own, operate and maintain Touhy Avenue (IL 72) from Elmhurst Road to Mount Prospect Road; Elmhurst Road (IL 83) from Greenleaf Avenue to Landmeier Road; and, Old Higgins Road from Elmhurst Road to Touhy Avenue upon completion of the Project. The Village may enter into a separate agreement with the State to establish ownership and maintenance responsibilities for the multi-use paths, sidewalk, EVPD Systems, traffic signals, LED street name signs, street lighting, landscaped median, retaining wall and water main installed or improved along the respective roadways within the Village limits as part of the Project.
- 5.10 City of Des Plaines Agreement. The Village may enter into a separate agreement with the City of Des Plaines to establish service costs, liability and maintenance responsibilities for the water main connection installed near Old Higgins Road between the City system and the Village system as part of the Project.
- 5.11 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the Village and the County, the Village shall:
- 5.11.1 Continue to own, operate and maintain Estes Avenue, west of Elmhurst Road, as a municipal street upon completion of the Project.
 - 5.11.2 Continue to own, operate and maintain Carmen Drive, south of Old Higgins Road, as a municipal street upon completion of the Project.
 - 5.11.3 Own, operate and maintain the multi-use paths, sidewalk (including detectable warnings), EVPD Systems at four (4) intersections within the Project limits identified in Section 4.4.9, LED street name signs, street lighting and water main installed or improved within the Village limits, as part of the Project. Further, the Village shall be responsible for one hundred (100%) percent of the energy costs for said street lighting.
 - 5.11.4 Maintain the landscaped median and associated water service line installed along Touhy Avenue, from Elmhurst Road to Old Higgins Road, as part of the Project (including the section of landscaped median extending beyond the municipal limits).
 - 5.11.5 Own and maintain the PCC retaining wall constructed along the west side of Elmhurst Road between Greenleaf Avenue and Estes Avenue.
 - 5.11.5 Share the Maintenance and Electrical Energy costs with the State for the traffic signals which were improved as part of the Project along Elmhurst Road at Greenleaf Avenue and Elmhurst Road at Estes Avenue as follows:

Elmhurst Road at Greenleaf Avenue – Village Share 50% Maintenance & 100% Energy
Elmhurst Road at Estes Avenue – Village Share 25% Maintenance & 25% Energy

5.12 Indemnification. By execution of this Agreement, the Village agrees to defend, indemnify and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to claims arising out of or incident to the construction, use, repair and or maintenance of the sidewalk and multi-use path installed or improved under this Agreement and/or the acts, errors or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Parties, excluding any loss or damage caused by any negligence on the part of the County relating to said improvements or existing sidewalk.

5.13 Payment to the County. The costs that the Village is obligated to pay as described in Section 3. Project Funds, shall be paid in four (4) installments as follows:

5.13.1 The first installment (approximately 50% of the Village's total estimated financial obligations for the Project) in the amount of Eight Hundred Twenty-Eight Thousand Dollars (\$828,000.00) shall be invoiced by the County within ninety (90) days following the contract award, and the Village shall pay the County within sixty (60) days after receipt of the invoice from the County.

5.13.2 The second installment (approximately 20% of the Village's total estimated financial obligations for the Project) in the amount of Three Hundred Thirty-One Thousand Dollars (\$331,000.00) shall be invoiced by the County one (1) year following the contract award, and the Village shall pay the County within sixty (60) days after receipt of the invoice from the County.

5.13.3 The third installment (approximately 20% of the Village's total estimated financial obligations for the Project) in the amount of Three Hundred Thirty-One Thousand Dollars (\$331,000.00) shall be invoiced by the County two (2) years following the contract award, and the Village shall pay the County within sixty (60) days after receipt of the invoice from the County.

5.13.4 The fourth installment for the remaining balance of the Village's total financial obligations for the Project, based upon the actual quantities used and the contract unit prices as awarded, shall be invoiced by the County subsequent to completion of the Project, and the Village shall pay the County within sixty (60) days after receipt of the invoice from the County.

5.13.5 Payments to the County shall be by check payable to the Treasurer of Cook County, for deposit into the County's Motor Fuel Tax Fund (600-585 Account) and identified as Section: 15-34117-01-RP. The check shall be delivered to the Superintendent, Cook County Department of Transportation and Highways.

SECTION 6. GENERAL PROVISIONS

6.1 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.

- 6.2 Default. The Village shall be in default hereunder in the event of a material breach by the Village of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Village has failed to cure such breach within thirty (30) days after written notice of breach is given to Village by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the Village shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the Village, the County shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the Village.

The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the County has failed to cure such breach within thirty (30) days after written notice of breach is given to the County by the Village, setting forth the nature of such breach. Failure of Village to give written notice of breach to the County shall not be deemed to be a waiver of the Village's right to assert such breach at a later time. Upon default by the County, the Village shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the County.

- 6.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 6.4 Binding Successors. The County and the Village agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 6.5 Force Majeure. Neither the County nor the Village shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- 6.6 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first class mail.

TO THE COUNTY:

Mr. John Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highways
69 West Washington, 24th Floor
Chicago, IL 60602
312-603-1600

TO ELK GROVE VILLAGE:

Mr. Raymond R. Rummel
Village Manager
Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007
847-439-3900

- 6.7 Insurance. The County shall require that the Village, their agents, officers and employees be included as additional insured parties in the General Liability Insurance that the County requires of its contractor(s) and that the Village will be added as an additional protected Party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- 6.8 Section Headings. The descriptive headings of various sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 6.9 Entire Agreement. This Agreement constitutes the entire agreement between the County and the Village, merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

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INTERGOVERNMENTAL AGREEMENT
Touhy Avenue – Elmhurst Road to Mount Prospect Road
Section: 15-34117-01-RP
Federal Project No. 6CYP(041)

IN WITNESS WHEREOF, the County and the Village have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

EXECUTED BY
VILLAGE OF ELK GROVE VILLAGE:

Toni Preckwinkle
President
Cook County Board of Commissioners

Craig B. Johnson
Mayor

This ___ day of _____ A.D. 2019.

This ___ day of _____ A.D. 2019.

ATTEST: _____
County Clerk

(SEAL)

ATTEST: _____
Village Clerk

(SEAL)

RECOMMENDED BY:

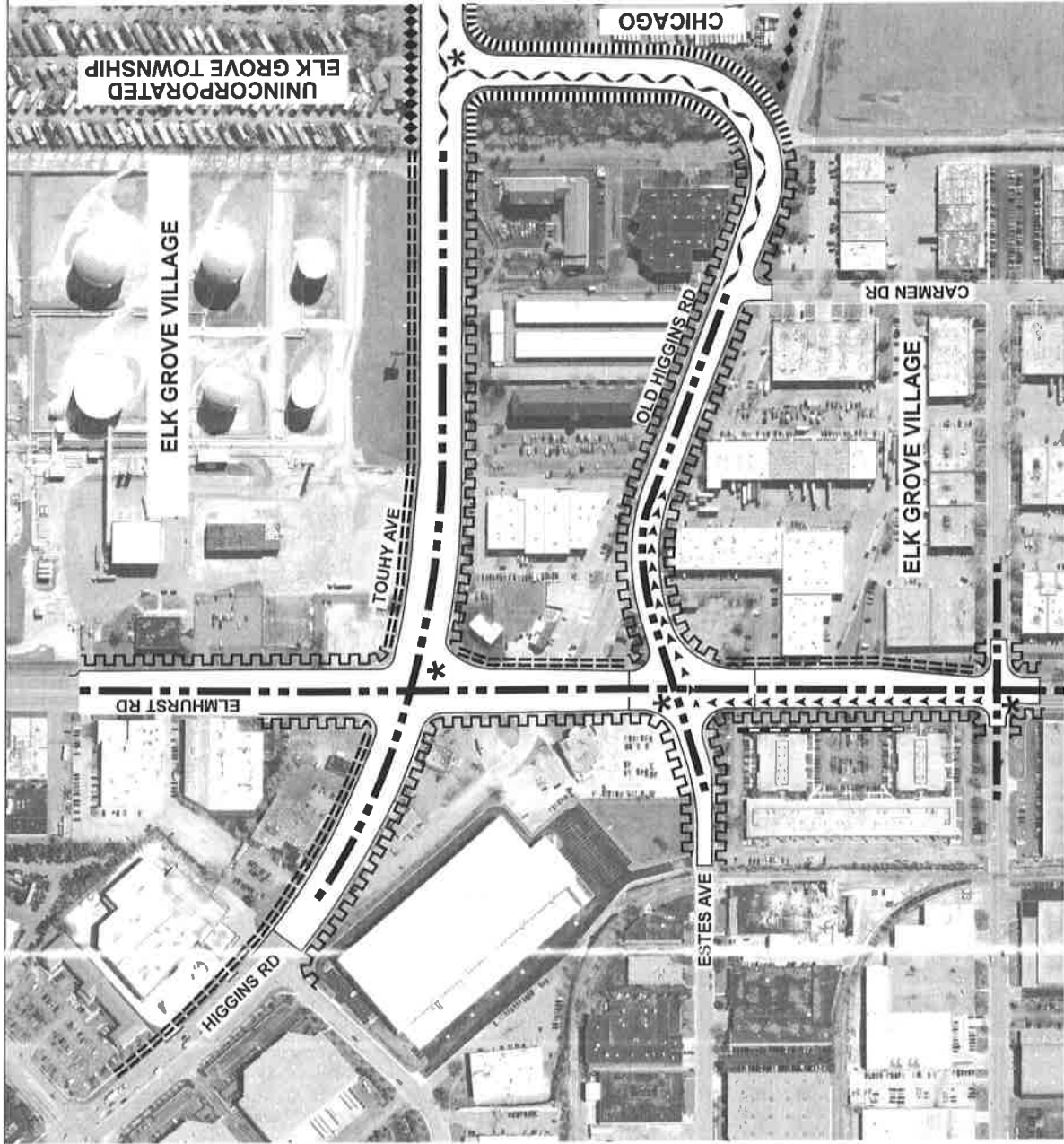
APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

Assistant State's Attorney

EXHIBIT A: SUMMARY TABLE TOUHY AVENUE - ELK GROVE VILLAGE COST BREAKDOWN		
ITEM SUBTOTAL	ELK GROVE VILLAGE	COOK COUNTY
	TOTAL	TOTAL
Sidewalk	\$ 117,338	\$ 312,163
Multi-Use Path	\$ 65,017	\$ 65,017
Street Lighting	\$ 691,017	\$ -
EVPD System	\$ 33,007	\$ -
LED Street Name Signs	\$ 18,000	\$ -
Landscaped Median²	\$ 17,500	\$ 92,320
Water Main	\$ 498,374	\$ -
Retaining Wall	\$	\$ 194,838
SUB-TOTAL CONSTRUCTION COST	\$ 1,440,253	\$ 664,338
DESIGN ENGINEERING (5% of total construction cost of listed items)	\$ 72,013	\$ -
CONSTRUCTION ENGINEERING (10% of total construction cost of listed items)	\$ 144,025	\$ -
SUB-TOTAL COST SHARE FOR VILLAGE ITEMS	\$ 1,656,291	\$ 664,338
PROJECT COSTS THAT DO NOT AFFECT VILLAGE		\$ 46,901,511
SUB-TOTAL COUNTY SHARE OF PROJECT¹		\$ 47,565,849
FEDERAL CMAQ FUNDING FOR PROJECT		\$ 34,739,000
VILLAGE COST SHARE MOVED OVER		\$ 1,656,291
GRAND TOTAL PROJECT COST		\$ 83,961,140

1. The County share of the Project is partially subject to reimbursement from other partner agencies through separate agreements for the Project.
2. The County share of the Landscaped Median shall not exceed the cost of a similar concrete median (estimated \$152,595). The Village shall be responsible for any costs exceeding the County share, greater than a 5% margin of error, excluding the water service installation costs.



CDP - CITY OF DES PLAINES
 EGV - ELK GROVE VILLAGE

LEGEND

- ◆◆◆◆◆ CDP WATER MAIN
- ◆◆◆◆◆ CHICAGO MULTI-USE PATH
- ||||| CHICAGO SIDEWALK
- ~~~~~ IDOT LIGHTING
- ▶▶▶▶▶ EGV WATER MAIN
- ===== EGV MULTI-USE PATH
- ~~~~~ EGV SIDEWALK
- EGV LIGHTING
- EGV RETAINING WALL
- * EGV EMERGENCY PREEMPTION

KNIGHT Engineers & Architects	U.S. PLAINES, IL ELK GROVE VILLAGE, IL 4th & 5th Streets 60111-0001	COUNTY (DOBWAY) FISCAL YEAR SECTION	COUNTY OF COOK DEPARTMENT OF TRANSPORTATION AND HIGHWAYS	REVISIONS DATE EXHIBIT B ELK GROVE VILLAGE	TOTAL SHEETS SHEET NO.
	ELK GROVE VILLAGE 4th & 5th Streets 60111-0001	COUNTY OF COOK DEPARTMENT OF TRANSPORTATION AND HIGHWAYS	REVISIONS DATE EXHIBIT B ELK GROVE VILLAGE	TOTAL SHEETS SHEET NO.	TOTAL SHEETS SHEET NO.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DES PLAINES AND THE VILLAGE OF ELK GROVE VILLAGE FOR EMERGENCY WATER MAIN INTERCONNECTION ALONG OLD HIGGINS ROAD (SECTION 15-34117-01-RP)

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 AGREEMENT
BETWEEN THE CITY OF DES PLAINES
AND
THE VILLAGE OF ELK GROVE VILLAGE**

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

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

VOTE: AYES _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Agm, Cook, DesPlaines

INTERGOVERNMENTAL AGREEMENT

CITY OF DES PLAINES

TOUHY AVENUE
Elmhurst Road to Mount Prospect Road
Section: 15-34117-01-RP
Federal Project No. 6CYP(041)

VILLAGE OF ELK GROVE VILLAGE

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the City of Des Plaines, a municipal corporation of the State of Illinois (the "City"), and the Village of Elk Grove Village, a municipal corporation of the State of Illinois (the "Village"). The City and the Village are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Constitution of the State of Illinois (the "State"), 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorizes and encourages intergovernmental cooperation; and

WHEREAS, the City and the Village are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, the Illinois Department of Transportation (State) has jurisdictional authority over Touhy Avenue (IL 72) and Old Higgins Road; and

WHEREAS, the City and the Village own facilities within State right-of-way, said facilities were installed by permit and subject to the terms and conditions of the State permit for occupation within said right-of-way; and

WHEREAS, the City has requested the installation of an Emergency Water Main Interconnect ("Interconnect") between the City water system and Village water system located along Old Higgins Road; and

WHEREAS, the City and the Village, by this instrument, desire to memorialize their respective obligations and responsibilities toward engineering, construction and funding of the Interconnect as well as future maintenance responsibilities of the completed Interconnect; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

SECTION 2. TERM AND TERMINATION

2.1 This Agreement between the City and the Village shall not become effective unless authorized by

authorized representatives of the City and Village. This Agreement is a legal, valid and binding agreement, enforceable against the City and the Village, once duly authorized and executed by the respective municipal governing councils. This Agreement shall not terminate upon completion of construction of the Interconnect. As such, the Parties hereto agree that the provisions of Subsection 5.8 Post-Construction Maintenance herein shall survive completion of installation of the Interconnect.

- 2.2 It is agreed that the City and Village shall subsequently cooperate and agree on an operating protocol for: (i) opening the interconnect to allow water to flow into either the City water system or the Village water system; (ii) utilizing the City's water meter to measure water delivered by one Party to the other Party through the Interconnect; (iii) mutual rights to inspect and verify that both Parties are keeping and maintaining their parts of the Interconnect in good repair and operable condition; (iv) rates to be charged for water delivered by either Party to the other through the Interconnect; and (v) such other terms and conditions as may be necessary or appropriate to operating, maintaining, repairing or replacing the Interconnect and related facilities.

SECTION 3. PROJECT FUNDS

- 3.1 County's Share of the Interconnect. The Cook County Department of Transportation and Highways (the County) shall finance the entire cost of the Interconnect as described in separate agreement(s).
- 3.2 City's Share of the Interconnect. The City shall incur no cost for the work described above as described in a separate agreement.
- 3.3 Village's Share of the Interconnect. The Village shall incur no cost for the work described above as described in a separate agreement.

SECTION 4. COUNTY'S RESPONSIBILITIES (hereto included for reference and outlined in separate Agreements)

- 4.1 The County shall advertise and receive bids, let, award, and cause the Interconnect to be built in accordance with the approved Interconnect construction plans, specifications and construction contract.
- 4.1.1 The County shall incorporate work as requested by the City into the Interconnect design plans and specifications using City standards; and, said design plans shall be approved by both the City and the Village.
- 4.1.2 The County shall be responsible for ensuring that all permits necessary for the Interconnect are secured, including regulatory permits.
- 4.1.3 The County shall design and install the new Emergency Water Main Interconnect at locations requested by the City consisting of a water service connection to the Elk Grove Village water main, east of Carmen Drive along Old Higgins Road, including vault, meter and valve. Said service will connect the Elk Grove water system to the City of Des Plaines water system along Old Higgins Road.
- 4.2 Village and City Infrastructure.
- 4.2.1 Any and all Village infrastructure improvements on State routes are subject to approval by the State.

- 4.3 The County shall allow the City and the Village to observe all construction of City and Village infrastructure installed as part of the Project, address concerns expressed by the City and the Village regarding said construction, and allow the City and the Village to participate in the Final Inspection of said City and Village infrastructure.

SECTION 5. CITY'S OBLIGATIONS

- 5.1 Time of the Essence. The obligations of the City as set forth in this Section 5 shall be performed in a timely manner such that it will not result in a delay of the Interconnect timetable as determined by the County.
- 5.2 City Plans and Specifications. The City shall supply standard details and specifications for the City Work (water main, water meter vault) to be included in the Interconnect design plans.
- 5.3 City Cost Responsibility. The City will bear no cost responsibility for the design, permitting, construction and pressure testing of the proposed Emergency Water Main Interconnect.
- 5.4 Public Notification of Interconnect. The City will post County notifications of the Interconnect scope, timing and duration through its municipal newsletter, website, etc.
- 5.5 Coordination with the County. The City shall have the opportunity to review and approve contractor submittals prior to installation of City Work items. The City shall have the opportunity to be involved in construction of the Interconnect, shall assign a representative to coordinate and monitor the City Work under construction, and bring to the attention of the County's Resident Engineer any matters of concern with respect to same.
- 5.6 Additional Work. In the event that the City requests additional work or changes in the Interconnect scope including changes resulting from unforeseen circumstances, a written request shall be submitted to the County. Any such request shall be subject to County review and approval prior to incorporation into the Interconnect.
- 5.7 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the County. The Village shall not cause a condition that would unreasonably delay the Final Inspection. The Village shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the County.
- 5.8 Post-Construction Maintenance. The meter, valve and water line installed as part of this connection will be owned and maintained by the City and used only as an emergency water supply by the City in the event that their main water supply to City properties, west of EOWA (I-490), is interrupted. Terms of water service use and costs to be defined between the City and the Village. City maintenance costs to be defined per this Agreement. The Interconnect will be part of the City water system up to and including the valve vault and valve (the "Demarcation Point"). See Exhibit A.
- 5.9 Indemnification. By execution of this Agreement, the City agrees to defend, indemnify and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to claims arising out of the maintenance of the water main installed as part of this Interconnect.

SECTION 6. VILLAGE'S OBLIGATIONS

- 6.1 Time of the Essence. The obligations of the Village as set forth in this Section 5 shall be performed in a timely manner such that it will not result in a delay of the Interconnect timetable as determined by the County.
- 6.2 Village Plans and Specifications. The Village shall supply standard details and specifications for the Village Work (water main, water main connection) to be included in the Interconnect design plans.
- 6.3 Village Cost Responsibility. The Village will bear no cost responsibility for the design, permitting, construction and pressure testing of the proposed Emergency Water Main Interconnect.
- 6.4 Public Notification of Interconnect. The Village will post County notifications of the Interconnect scope, timing and duration through its municipal newsletter, website, etc.
- 6.5 Coordination with the County. The Village shall have the opportunity to review and approve contractor submittals prior to installation of Village Work items. The Village shall have the opportunity to be involved in construction of the Interconnect, shall assign a representative to coordinate and monitor the Village Work under construction, and bring to the attention of the County's Resident Engineer any matters of concern with respect to same.
- 6.6 Additional Work. In the event that the Village requests additional work or changes in the Interconnect scope including changes resulting from unforeseen circumstances, a written request shall be submitted to the County. Any such request shall be subject to County review and approval prior to incorporation into the Interconnect.
- 6.7 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the County. The Village shall not cause a condition that would unreasonably delay the Final Inspection. The Village shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the County.
- 6.8 Post-Construction Maintenance. The Interconnect will be part of the City water system up to and including the valve vault and valve (the "Demarcation Point"). See Exhibit A. The Village will own and maintain any main and any connection to the existing Village water distribution system beyond the "Demarcation Point".
- 6.9 Indemnification. By execution of this Agreement, the Village agrees to defend, indemnify and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to claims arising out of the maintenance of the water main installed as part of this Interconnect.

SECTION 7. GENERAL PROVISIONS

- 7.1 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.
- 7.2 Default. The City shall be in default hereunder in the event of a material breach by the City of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the City has failed to cure such breach within thirty (30) days after written notice of breach is given to City by the Village, setting forth the nature of such breach. Failure of Village to give written notice of breach to the City shall not be deemed to be a waiver of the Village's right to assert such breach at a later time. Upon default by the City, the Village shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the City.
- The Village shall be in default hereunder in the event of a material breach by the Village of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Village has failed to cure such breach within thirty (30) days after written notice of breach is given to the Village by the City, setting forth the nature of such breach. Failure of the City to give written notice of breach to the Village shall not be deemed to be a waiver of the City's right to assert such breach at a later time. Upon default by the Village, the City shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the Village.
- 7.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 7.4 Binding Successors. The City and the Village agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 7.5 Force Majeure. Neither the City nor the Village shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- 7.6 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first class mail.

TO THE CITY:

Mr. Jon Duddles
Assistant Director of Public Works and Engineering
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
847-391-6127

TO ELK GROVE VILLAGE:

Raymond R. Rummel
Village Manager
Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007
847-439-3900

7.7 Section Headings. The descriptive headings of various sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

7.8 Entire Agreement. This Agreement constitutes the entire agreement between the City and the Village, merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the County and the Village have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY CITY:

Matthew Bogusz

Mayor, Pro Tem

Malcolm Chester

Deputy

This 18th day of February A.D. 2020

ATTEST:

Laura Faust

City Clerk, Deputy

(SEAL)

EXECUTED BY

VILLAGE OF ELK GROVE VILLAGE:

Craig B. Johnson

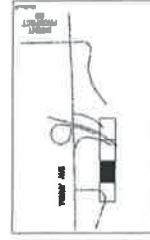
Mayor

This ___ day of _____ A.D. 2019.

ATTEST:

Village Clerk

(SEAL)



0 20 40 60
SCALE IN FEET

LOCATION MAP

		COUNTY OF COOK DEPARTMENT OF TRANSPORTATION AND HIGHWAYS		PROJECT NO. 000-016 PROPOSED WATER MAIN EXHIBIT A	
COUNTY ADDRESS CHICAGO, ILL. 60601	COUNTY OFFICE 100 N. LAKE ST. CHICAGO, ILL. 60601	FEDERAL ROAD DISTRICT DISTRICT NO. 1	SECTION NO. 1	SHEET NO. 1	TOTAL SHEETS 1
DATE:	DRAWN BY:	CHECKED BY:	DATE:	DATE:	DATE:

