



AGENDA

REGULAR VILLAGE BOARD MEETING

January 12, 2021
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES OF DECEMBER 8, 2020

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: DECEMBER 22, 2020 \$ 673,441.87
DECEMBER 31, 2020 \$11,734,579.79
JANUARY 12, 2021 \$ 585,951.24

6. CONSENT AGENDA

- a. Consideration of a request from the Prairie Lake School, located at 404-408 E. Devon Avenue, to waive 2021 alarm license fees in the amount of \$50.

(The Prairie Lake School is seeking a waiver of 2021 alarm license fees.

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

(The Director of Finance has recommended approval.)

- b. Consideration of a request from the Elk Grove Park District to waive permit fees to replace the existing free standing sign at the Farmhouse Museum, 399 Biesterfield Road, in the amount of \$123.

(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 Elk Grove Park District to waive 2021 Alarm License Fees in the amount of \$175.

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

(The Director of Finance recommends approval.)

- d. Consideration to concur with prior authorization to award a professional services contract with Mac Strategies Group, Inc. of Chicago, IL to provide strategic consulting and advocacy services to the Village in consulting with the State of Illinois and other local agencies for the 2021 calendar year in the amount of \$36,000.

(Mac Strategies has been retained by the Village to assist with legislative monitoring and advocating on behalf of the Village in relation to legislation being considered by the State of Illinois and other local agencies.

(In addition, Mac Strategies has helped identify and secure grant funding for critical Village infrastructure projects.)

- e. Consideration to award a software services agreement to WaterSmart Software, Inc. of Houston, TX to implement and maintain a customer-focused utility solution that provides real-time water use and rapid leak alert communications to residents as part of the meter upgrade program with fees totaling \$44,270 in the first year with a breakout of costs below:

- One-time platform setup fee of \$8,000;
- Remote Training - no fee;
- One-time customer introduction letters of \$11,256; and
- Service fee of \$2.00 per water account, total of \$25,014 for 12,507 accounts.

(The Village's Water Meter Upgrade Program in 2020 has provided new technologies for utility billing staff to better read water consumption, process more accurate billing, and provide greater customer service.

(The Village recognizes the importance of being customer-focused when providing exceptional service and has identified WaterSmart as a utility software solution for customer self-service capabilities.

(WaterSmart offers essential notification capabilities of water use, leaks, and billing forecasts, and also provides customers direct access to detailed and real-time analysis of water use.

(The Director of Finance recommends approval.)

- f. Consideration to award a professional services contract to Storino Ramello & Durkin of Rosemont, IL to provide strategic consulting and advocacy services to the Village in consulting with Cook County and other local agencies for the 2021 calendar year in the amount of \$48,000.

(As part of the contract with Storino Ramello & Durkin, they have engaged Michael Alvarez as a sub-consultant to be retained by the Village to assist with legislative monitoring and advocating on behalf of the Village in relation to legislation being considered by Cook County and other local agencies.

(In addition, they have helped identify and secure grant funding for critical Village

infrastructure projects.
(The Village Attorney recommends approval.)

- g. Consideration to award a professional services contract to Tyler Technologies of Yarmouth, ME for support and maintenance of our business software applications in the amount of \$73,149.36.

(The Village originally purchased the Munis ERP software suite from Tyler Technologies in February 2015.

(The first ten years of our software support and maintenance costs are defined in the agreement negotiated with Tyler at the time of our original purchase.

(This request will provide funding to cover these services the period from February 13, 2021 to February 12, 2022, and represents a 4% price increase over the current year cost.

(The requested pricing also includes our annual maintenance cost (\$10,813.95) for the Executime time and attendance software which previously had been billed separately.

(Funds are available in the General Fund account to cover this expense.

(The Director of Information Technology recommends approval.)

- h. Consideration to increase the construction contract with Water Well Solutions from Elburn, IL for the Water Well Number 2 Rehabilitation project in the amount of \$81,648 for a total contract amount of \$327,530 from the Busse TIF Fund.

(The Village awarded a construction contract to Water Well Solutions, of Elburn, IL on Tuesday, September 8, 2020 for the Water Well Number 2 Rehabilitation Project.

(After removing and televising the well a significant amount of mineral deposits were discovered that is affecting the wells ability to produce water. The conventional means and methods outlined in the bid specification were unsuccessful. Acid injection and airbursting to remove the mineral deposits are required for the projects completion. These alternative methods will require a contract increase of \$81,648.

(The proposed increase will result in a total contract amount of \$327,530.

(Adequate funds are available in the Busse TIF Fund.

(The Director of Public Works has recommended approval.)

- i. Consideration to award a professional services contract to Cornerstone Government Affairs, Inc. of Washington DC to provide strategic consulting and advocacy services to the Village in consulting with the State of Illinois for the 2021 calendar year in the amount of \$120,000.

(Cornerstone has been retained by the Village to assist with legislative monitoring and advocating on behalf of the Village in relation to legislation being considered by the State of Illinois.

(In addition, they help identify and secure grant funding for critical Village infrastructure projects.

(Fidelity Consulting Group is also a subcontractor serving under Cornerstone at a rate of \$3,000 a month.

(The Village Attorney recommends approval.)

j. Consideration of the following:

- To increase the existing professional service contract with Civiltech Engineering, Inc. for the Arlington Heights Road Rehabilitation Project in the amount of \$78,633.10.
- To authorize the negotiation and acquisition of Temporary Easements in the amount not to exceed \$127,000.

(Design engineering is currently ongoing for the Arlington Heights Road (Newport Ave to Brantwood Ave) Rehabilitation Project. During the design it was determined that the Village will need to acquire Temporary Easements on 6 parcels for 10 driveway approaches along this section of the roadway.

(The total cost to acquire these easements is estimated to be \$205,633.10.

(The total cost includes the engineering, exhibits and appraisals needed for acquiring Temporary Easements and requires an increase to the existing professional service contract with Civiltech Engineering, Inc. for the Arlington Heights Road Rehabilitation Project in the amount of \$78,633.10 and the authorization to negotiate and acquire Temporary Easements in the amount not to exceed \$127,000.

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

(The Director of Public Works has recommended approval.)

k. Consideration to concur with prior authorization of a request to hold a Public Hearing before the Plan Commission to consider a petition submitted by Chowdhury Group LLC for a Special Use Permit to operate a hotel at 2300 E. Higgins Road.

(Chowdhury Group LLC is petitioning the Village for a Special Use Permit in order to operate a hotel in the I-2 Industrial District.

(The Petitioner is seeking to repurpose an existing office building at 2300 E. Higgins Road to operate a Baymont Inn & Suites Hotel.

(The date for a Public Hearing has been scheduled for January 25, 2021.)

l. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for a Special Use Permit to operate a dance studio at 2500 Touhy Avenue.

(Elevation Dance Center LLC has petitioned the Village for a special use permit for the purpose of operating a dance studio in the I-2 Industrial District at 2500 Touhy Avenue.

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

m. Consideration to adopt Ordinance No. 3692 authorizing the Village Manager's Office to negotiate and execute early termination agreements with the tenants of the recently acquired office building located at 1550 E. Higgins Road, Elk Grove Village.

(The Village recently acquired property at 1550 E. Higgins Road which consists of an office building with twenty-seven (27) tenants.

(It is the intention of the Village not to extend or renew any existing lease and each tenant

has been advised that the Village is interested in early terminations of the existing leases. (This ordinance will authorize the Village Manager's Office to negotiate and execute the termination agreements with all existing tenants.)

- n. Consideration to adopt Resolution No. 1-21 authorizing Release/Retention of Executive Session minutes of the Village of Elk Grove Village from January 2019 through June 2019.

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

(This Resolution allows the release of minutes from January 2019 through June 2019.

(The Village Clerk recommends approval.)

- o. Consideration to adopt Resolution No. 2-21 ratifying the license supplement for a small wireless facility between the Village of Elk Grove Village and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility of Schaumburg, IL, 1000 Busse Road.

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

(Per the Master Pole Attachment Agreement with AT&T approved by Resolution 14-19, a license supplement is required for each collocation of a small wireless facility on Village-owned infrastructure.

(This license supplement provides for the collocation of a small wireless facility on an existing Village-owned street light on the west side of Busse Road, approximately 425' south of Landmeier Road--approximately 1000 Busse Road.

(AT&T has obtained the required Small Wireless Facility permit--permit SWF20-2--from the Village for this site and meets all the requirements of the Master Attachment Agreement.

(This license supplemented has been executed by Village staff.

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

- p. Consideration to adopt Resolution No. 3-21 authorizing the Mayor and Village Clerk to execute a renewal of the updated service agreement between the Village of Elk Grove Village and Municipal GIS Partners of Des Plaines, IL for support services in connection with Elk Grove Village's Geographic Information Systems (GIS) in an amount not to exceed \$166,747.00 from the Business Leaders Fund.

(The updated service agreement provides for a one-year contract extension with MGP that will run from January 1, 2021 to December 31, 2021, and can be terminated at any time with 90 days notice.

(In April of 2008, the Village Board entered into an agreement to join the GIS Consortium (GISC), which is now a group of thirty-six (36) local communities that work together to develop a cost-effective solution for implementing Geographic Information Systems (GIS) and related technologies.

(By collaborating, communities create GIS opportunities otherwise unavailable because of

complexity and cost. The mission of the Consortium is to create value by managing cost and risk in a cooperative environment.

(The foundation of the Consortium is its innovative staffing approach. To address this issue, the Consortium outsources staffing and shares these resources among its members.

(The GIS Consortium's contracted service provider is Municipal GIS Partners (MGP).

(Elk Grove Village is an 80% allocation member for support services. This provides for an in-house GIS Specialist 4 days a week.

(In addition to the Analyst, Elk Grove Village shares the services and receives the benefits of three other GIS staff members who are located off site.

(The Director of Public Works has recommended approval.)

- q. Consideration to adopt Resolution No. 4-21 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 330 Crossen Ave.

(The Law Offices of Sarnoff & Baccash, on behalf of IC Properties LLC, (Applicant) are requesting a Cook County Class 6B property tax exemption for 330 Crossen Ave.

(The Applicant intends to purchase and rehabilitate the building to lease to an industrial user.

(The subject property consist of an approximately 39,160 square foot site with an approximately 19,281 square foot building that has been vacant since January of 2020.

The Applicant plans to spend between \$200,000 and \$300,000 to immediately rehabilitate the building, including updating the façade with removal of shingle faced with new paneling, new LED lighting, decorative awnings over each doorway, replacing the main dock and all concrete aprons to Village code, repaving and striping the parking lot and side drives, painting all bollards and dock doors to match, and installing a new guard rail.

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

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

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

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

- r. Consideration to adopt Resolution No. 5-21 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 1001 Fargo Avenue.

(Elliot and Associates Property Tax Attorneys, on behalf of their client Truck Tire Express Inc. (Applicant), is seeking a Cook County Class 6B property tax exemption for property located at 1001 Fargo Avenue.

(The Applicant intends to purchase the building and rehabilitate the property for their use. The Applicant is a distributor of commercial tires and automotive related parts. Due to a business expansion the Applicant is relocating a portion of its operations from Addison to Elk Grove Village. Additionally, the Applicant intends to relocate eight to ten employees to the new location.

(The building is approximately 34,559 square feet on an approximately 83,810 square foot site. The building has been 100% vacant since March of 2020.

(The Applicant intends to spend in excess of \$650,000 to upgrade the building. This includes façade, landscaping, and signage improvements. Additionally, the applicant will replace all concrete aprons to Village standards and reconstruct the parking lot adding storm water detention.

(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 occupation of a vacant building with a purchase value, vacancy for less than two years with significant rehabilitation and special circumstances.

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

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

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

- s. Consideration to adopt Resolution No. 6-21 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 1951 Landmeier Road.

(The Law Offices of Sarnoff & Baccash, on behalf of BV Enterprises LLC, (Applicant) is requesting a Cook County Class 6B property tax exemption for 1951 Landmeier Rd.

(The Applicant intends to purchase the building and use it for their operation of e-commerce sales, warehousing, and distribution of bicycle accessories, home improvement products, pet supplies, and surveillance systems.

The subject property consists of an approximately 80,170 square foot site with an approximately 41,225 square foot building that has been vacant since November of 2019.

(The Applicant plans to spend over \$300,000 to immediately rehabilitate the building including updating the façade with new windows, updating the landscaping and signage, removing the dock drive on Landmeier Road, and replacing the driveway apron.

(The Applicant is currently located in Elk Grove Village at 1680 Carmen. Due to a business expansion they are buying the building at 1951 Landmeier. They will be moving all twenty of their fulltime employees to the new location with plans to hire an additional ten to fifteen employees as the company grows.

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

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

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

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

- t. Consideration to adopt Resolution No. 7-21 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 1400 Greenleaf Avenue.

(The Law Offices of Liston & Tsantilis, on behalf of their client CHP 1400 Greenleaf, LLC, (Applicant) is seeking a Cook County Class 6B property tax exemption for property located at 1400 Greenleaf Avenue.

(The Applicant intends to purchase the building and rehabilitate the property for tenancy by an industrial user. The forty-six year old building is approximately 56,000 square feet on an approximately 101,630 square foot site. The current tenant is closing operations and the building will be 100% vacant at the time of title transfer.

(The Applicant intends to spend approximately \$700,000 to upgrade the building. This includes façade, landscaping, and signage improvements. Additionally, the applicant will replace all concrete aprons to Village standards and reconstruct the parking lot adding storm water detention.

(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 occupation of a vacant building with a purchase value, vacancy for less than two years with significant rehabilitation and special circumstances.

(Property approved for Class 6B status allows the owner of the property to have the assessment level lowered for a period of twelve years. The assessment schedule is 10% of

fair market value for ten years then 15% in the eleventh year and 20% in the twelfth year. Industrial property is currently assessed at 25% of fair market value in Cook County.

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

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

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Rummel

- a. PC Docket 21-1 - A request for a public hearing to consider a petition submitted by Chowdhury Group LLC for a Special Use Permit to operate a hotel in an I-2 Generalized Industrial Zoning District for property located at 2300 E. Higgins Road. (PH 01-25-2021)

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

- a. Newsletter Redesign

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. Airbnb Short Term Rental
- b. Recreational Cannabis Sales

c. Telecommunication Facilities

19. CAPITAL IMPROVEMENTS COMMITTEE - Trustee Czarnik

20. AIRPORT UPDATE

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

22. SPECIAL EVENTS COMMITTEE - Mayor Johnson

23. LIQUOR COMMISSION - Mayor Johnson

24. REPORT FROM VILLAGE MANAGER

25. REPORT FROM VILLAGE CLERK

26. UNFINISHED BUSINESS

27. NEW BUSINESS

28. PUBLIC COMMENT

29. ADJOURNMENT

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER'S OFFICE TO NEGOTIATE AND EXECUTE EARLY TERMINATION & RELOCATION AGREEMENTS WITH THE TENANTS OF THE RECENTLY ACQUIRED OFFICE BUILDING LOCATED AT 1550 E. HIGGINS ROAD, ELK GROVE VILLAGE

WHEREAS, the Village recently acquired the property at 1550 E. Higgins Road in the Village, which property consists of an office building with twenty-seven (27) tenants; and

WHEREAS, it is the intention of the Village not to extend or renew any existing lease and have advised each tenant that the Village is interested in early terminations of the existing leases; and

WHEREAS, due to the number of existing leases as well as the variant negotiation process that will in all likelihood be required, the Mayor and Board of Trustees deem it necessary and practical to delegate authority to the Village Manager and Deputy Village Manager to negotiate and execute early termination and relocation agreements with all existing tenants.

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 Village Manager and Deputy Village Manager acting as the designated agent of the Village Manager are hereby authorized to negotiate and execute early termination and relocation agreements with all existing tenants at the Village's recently acquired office building located at 1550 E. Higgins Road, Elk Grove Village, Illinois.

Section 2: That all agreements executed by the Village Manager's Office are fully binding on the Village.

Section 3: That the Village Clerk is authorized to publish this ordinance in pamphlet form.

Section 4: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED this _____ day of _____ 2021 in pamphlet form.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING RELEASE/RETENTION OF EXECUTIVE SESSION MINUTES OF THE VILLAGE OF ELK GROVE VILLAGE (JANUARY 2019 THROUGH JUNE 2019)

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

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

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

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

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

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

Section 1: That the Executive Session Minutes from those meetings set forth on the attachment hereto are hereby released.

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

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

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

PASSED this _____ **day of** _____ **2021.**

APPROVED this _____ **day of** _____ **2021.**

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

EXECUTIVE SESSION MINUTES RELEASED BY:

RESOLUTION NO. _____ ADOPTED _____

DATE	TIME	TOPIC
January 8, 2019	6:12 p.m.	Approval of 10/9/18 & 11/13/18 Minutes
January 8, 2019	6:17 p.m.	Land Acquisition / Disposition
January 8, 2019	6:19 p.m.	Land Acquisition / Disposition
January 22, 2019	6:09 p.m.	Approval of 12/11/18 Minutes
February 12, 2019	6:48 p.m.	Litigation
February 12, 2019	6:51 p.m.	Personnel
February 12, 2019	6:55 p.m.	Personnel
February 26, 2019	6:00 p.m.	Approval of 1/8/19, 1/22/19 & 2/12/19 Minutes
February 26, 2019	6:04 p.m.	Personnel
February 26, 2019	6:06 p.m.	Personnel
February 26, 2019	6:08 p.m.	Land Acquisition
March 12, 2019	5:12 p.m.	Approval of 2/26/19 Minutes
March 12, 2019	5:13 p.m.	Personnel
March 12, 2019	5:16 p.m.	Land Acquisition
March 12, 2019	5:26 p.m.	Litigation
March 19, 2019	8:33 p.m.	Property Acquisition
March 19, 2019	8:34 p.m.	Property Disposition
March 26, 2019	5:50 p.m.	Litigation
April 9, 2019	5:49 p.m.	Land Acquisition
April 9, 2019	5:51 p.m.	Land Acquisition
April 9, 2019	6:06 p.m.	Litigation
April 9, 2019	6:10 p.m.	Land Acquisition / Disposition
April 9, 2019	6:12 p.m.	Approval of 3/12/19 Minutes
April 9, 2019	6:29 p.m.	Litigation
April 23, 2019	5:38 p.m.	Approval of 3/26/19 & 4/9/19 Minutes
April 23, 2019	5:39 p.m.	Personnel
April 23, 2019	5:41 p.m.	Personnel
April 23, 2019	5:53 p.m.	Land Acquisition
April 23, 2019	6:21 p.m.	Personnel

May 14, 2019	5:46 p.m.	Approval of 4/23/19 Minutes
May 14, 2019	5:47 p.m.	Personnel
May 14, 2019	5:48 p.m.	Land Acquisition
May 14, 2019	5:51 p.m.	Litigation
June 18, 2019	5:46 p.m.	Approval of 3/19/19 & 5/14/19 Minutes
June 18, 2019	5:57 p.m.	Land Acquisition
June 18, 2019	6:15 p.m.	Personnel

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RESOLUTION NO. _____

A RESOLUTION RATIFYING THE LICENSE SUPPLEMENT FOR A SMALL WIRELESS FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND NEW CINGULAR WIRELESS PCS, LLC D/B/A/ AT&T MOBILITY OF SCHAUMBURG, ILLINOIS (1000 BUSSE ROAD)

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

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

LICENSE SUPPLEMENT

to ratify the agreement between the Village of Elk Grove Village and New Cingular Wireless PCS, LLC D/B/A AT&T Mobility of Schaumburg, Illinois (1000 Busse Road), a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021

APPROVED this _____ day of _____ 2021

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this 5 day of January, 2021 between **the City/Village of Elk Grove Village**, whose principal place of business is 901 Wellington Ave., Elk Grove Village, IL 60007 (LICENSOR), and NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company d/b/a AT&T MOBILITY, whose principal place of business is 575 Morosgo Drive NE, Atlanta, GA 30324 (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the City/Village of Elk Grove Village and New Cingular Wireless PCS, LLC., dated February 12th, 2019, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement (note – Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms) shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by Licensor is located at 1000 Busse Rd., Elk Grove Village, Elk Grove Village, IL 60007. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
4. **Consideration.** Rent under this Supplement shall be \$200.00 per year, payable to LICENSOR at 901 Wellington Ave, Elk Grove Village, IL 60007. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** (Include any site-specific terms)


(Signatures on Next Page)

USID: 237582
FA: 14846200

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

LICENSOR

City/Village of Elk Grove Village, an Illinois Municipal Corporation

BY: 
Name: Maggie Jablonski
Title: Assistant Village Manager
Date: 1/5/21

LICENSEE

New Cingular Wireless PCS, LLC

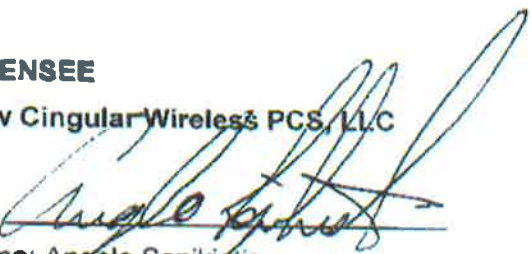
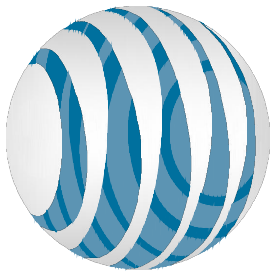
BY: 
Name: Angelo Sopikiotis
Title: Area Manager- Real Estate & Construction
Date: August 10, 2020

EXHIBIT 1

Premises

(see attached site plans)



AT&T

PROPOSED SMALL CELL NODE

SITE NAME: CRAN_RCHI_BUFGR_011
PACE ID: MRCHI041020
PTN: 3301AOM32K
USID: 237582
FA NUMBER: 14846200
SITE TYPE: METAL POLE
SITE ADDRESS: 1000 BUSSE RD.
ELK GROVE VILLAGE, IL 60007



930 NATIONAL PKWY.
 SCHAUMBURG, IL 60173
 OFFICE: 847.592.3000



540 W. MADISON ST.
 9TH FLOOR
 CHICAGO, IL 60661
 WWW.SACW.COM
 312.885.4977
 A NOKIA COMPANY

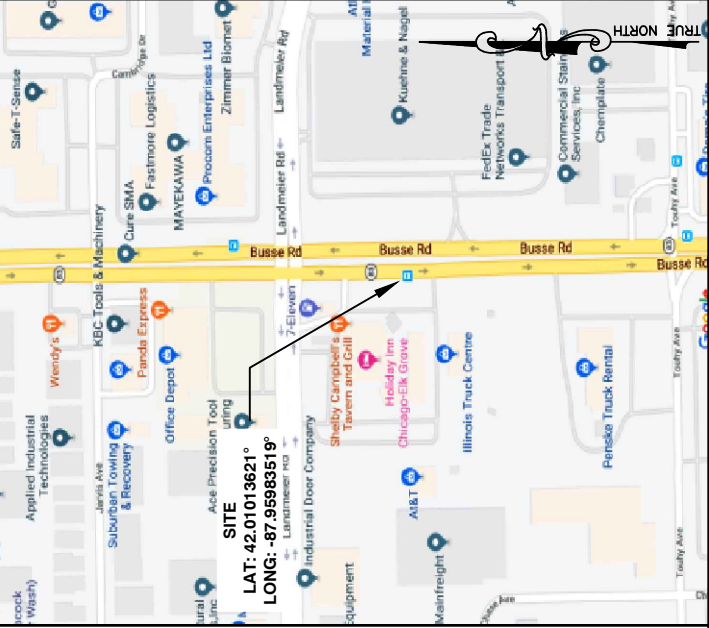


604 FOX GLEN
 BARRINGTON, IL 60010
 TELEPHONE: 847.277.0070
 FAX: 847.277.0080
 AE@WESTCHESTERSERVICES.COM

PROJECT INFORMATION

SITE NAME: CRAN_RCHI_BUFGR_011
PACE #: MRCHI041020
PTN #: 3301AOM32K
USID #: 237582
FA #: 14846200
COUNTY: COOK
JURISDICTION: ELK GROVE VILLAGE
ADDRESS: 1000 BUSSE RD.
 ELK GROVE VILLAGE, IL 60007
LATITUDE: N 42° 0' 36.49" (42.01013621°)
LONGITUDE: W 87° 57' 35.41" (-87.95983519°)
SITE ELEV.: 649.57 ±3.0' A.M.S.L.
PROPERTY OWNER: ELK GROVE VILLAGE
POWER PROVIDER: COMED
 10 S. DEARBORN ST
 CHICAGO, IL 60661
APPLICANT: AT&T MOBILITY
 930 NATIONAL PARKWAY
 SCHAUMBURG, IL 60173
PROPOSED USE: TELECOMMUNICATIONS FACILITY/SMALL CELL

LOCATION MAP



EXISTING POLE ELEVATION



DRAWING INDEX

SHEET #	SHEET TITLE
1	TITLE SHEET
2	OVERALL SITE PLAN
3	PROPOSED SOUTH & WEST ELEVATION
4	EQUIPMENT DETAILS
5	POWER & GROUNDING RISER DIAGRAM
6	HANDHOLE DETAILS
7	STREET LIGHT/TRAFFIC SIGNAL POLE FOUNDATION DETAILS (#818)
8	POLE SPECIFICATIONS & DETAILS
9	AMPHENOL ANTENNA (ADD'L DETAILS) & STEEL POLE MOUNTING DETAILS
10	RFDS DETAIL
11	SIGNAGE DETAILS
12	GENERAL AND SPECIFIC PROJECT NOTES
13	GENERAL AND SPECIFIC PROJECT NOTES

APPLICABLE BUILDING CODES AND STANDARDS

- 2018 INTERNATIONAL RESIDENTIAL CODE
- 2018 INTERNATIONAL BUILDING CODE
- 2018 INTERNATIONAL MECHANICAL CODE
- 2018 INTERNATIONAL PLUMBING CODE
- 2020 NATIONAL ELECTRICAL CODE
- 2014 ILLINOIS PLUMBING CODE
- 2018 INTERNATIONAL FUEL GAS CODE
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE
- 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE
- 2018 INTERNATIONAL FIRE CODE
- 2018 ILLINOIS ACCESSIBILITY CODE

JOHN M. BANKS ARCHITECT

604 FOX GLEN
 BARRINGTON, IL 60010
 TELEPHONE: 847.277.0070
 FAX: 847.277.0080
 JBANKS@WESTCHESTERSERVICES.COM

REV	DATE	DESCRIPTION	BY
2	12/28/20	FINAL CD	SH
1	11/10/20	FINAL CD	SH
0	08/04/20	FINAL CD	NA

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.



SITE LOCATION MAP



NOTE: VILLAGE STREET LIGHT SYSTEMS ARE BASED ON TWO CIRCUITS WITH ALTERNATING CIRCUITS POWER EACH LIGHT IN THE STRING. LIGHTS MUST BE TEMPORARILY CONNECTED TO ALLOW OTHER LIGHTS ON THE CIRCUIT TO OPERATE DURING THE CONSTRUCTION PERIOD.

PROJECT CONSULTANTS

AT&T CONSTRUCTION MANAGER: CHRISTINA RACHAL
 PHONE: (312) 887-1085
 EMAIL: cr650a@att.com

AT&T PROJECT MANAGER: VANESSA ROSS
 PHONE: (217) 814-2314
 EMAIL: vf2021@att.com

SAC SAQ PROJECT MANAGER : SAC WIRELESS
 540 W. MADISON ST., 9TH FLOOR
 CHICAGO, IL 60661
 CONTACT: ANDREW NOTESTINE
 EMAIL: andrew.notestine@sacw.com

SAC SSD: SAC WIRELESS
 540 W. MADISON ST., 9TH FLOOR
 CHICAGO, IL 60661
 CONTACT: LISA ALVINE
 EMAIL: lisa.alvine@sacw.com

ENGINEER/ARCHITECT: JOHN M. BANKS ARCHITECT
 604 FOX GLEN
 BARRINGTON, IL 60010
 CONTACT: JOHN BANKS
 PHONE: (847) 277-0070
 EMAIL: JBANKS@WESTCHESTERSERVICES.COM

SCOPE OF WORK

- THE SCOPE OF WORK CONSISTS OF:
- EXISTING METAL POLE TO BE REPLACED WITH NEW METAL POLE
 - INSTALL (1) NEW OMNI ANTENNA 2C4UGMT360X06Fxy90
 - INSTALL (1) NEW MICRO PCS/AWS 8843 RRU
 - INSTALL (1) NEW MICRO 700/850 4449 RRU
 - INSTALL (2) NEW COMMSCOPE RRU MOUNTS & EQUIPMENT FOR PLAN
 - INSTALL (4) ERICSSON RECTIFIER/PSU AC-08
 - INSTALL (1) NEW RAYCAP AC DISCONNECT
 - INSTALL (1) NEW FIBER DEMARC
 - INSTALL NEW CABLING AS REQUIRED
 - INSTALL NEW GROUND AS REQUIRED
 - REPLACE FOUNDATION
- CONTRACTOR SHALL FURNISH ALL MATERIAL WITH THE EXCEPTION OF AT&T SUPPLIED MATERIAL.
 - ALL MATERIAL SHALL BE INSTALLED BY THE CONTRACTOR, UNLESS STATED OTHERWISE.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN ILLINOIS, CALL ILLINOIS ONE CALL
 TOLL FREE: 1-800-892-0123 OR
 www.illinois1call.com



Know what's below.
 Call before you dig.

ILLINOIS STATUTE
 REQUIRES MIN OF 2
 WORKING DAYS NOTICE
 BEFORE YOU EXCAVATE

PROJECT

PROPOSED SMALL CELL NODE
SITE NAME CRAN_RCHI_BUFGR_011
USID 237582
PAGE NUMBER MRCHI041020
SITE ADDRESS 1000 BUSSE RD. ELK GROVE VILLAGE, IL 60007
SHEET NAME TITLE SHEET
SHEET NUMBER 01 OF 13



930 NATIONAL PKWY.
SCHAUMBURG, IL 60173
OFFICE: 847.592.3000



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ARCHITECT
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BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
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JBANKS@WESTCHESTERSERVICES.COM

REV	DATE	DESCRIPTION	BY
2	12/28/20	FINAL CD	SH
1	11/10/20	FINAL CD	SH
0	08/04/20	FINAL CD	NA

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.



DATE: 12/28/20
PROJECT: PROPOSED SMALL CELL NODE

SITE NAME: CRAN_RCHI_BUFGR_011

USID: 237582

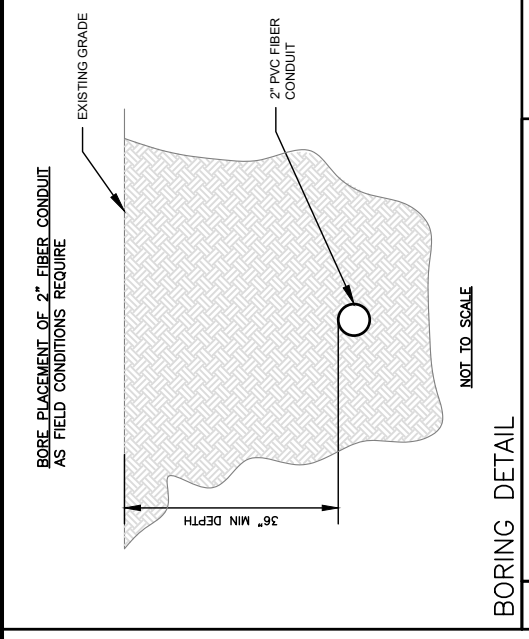
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SITE ADDRESS: 1000 BUSSE RD., ELK GROVE VILLAGE, IL 60007

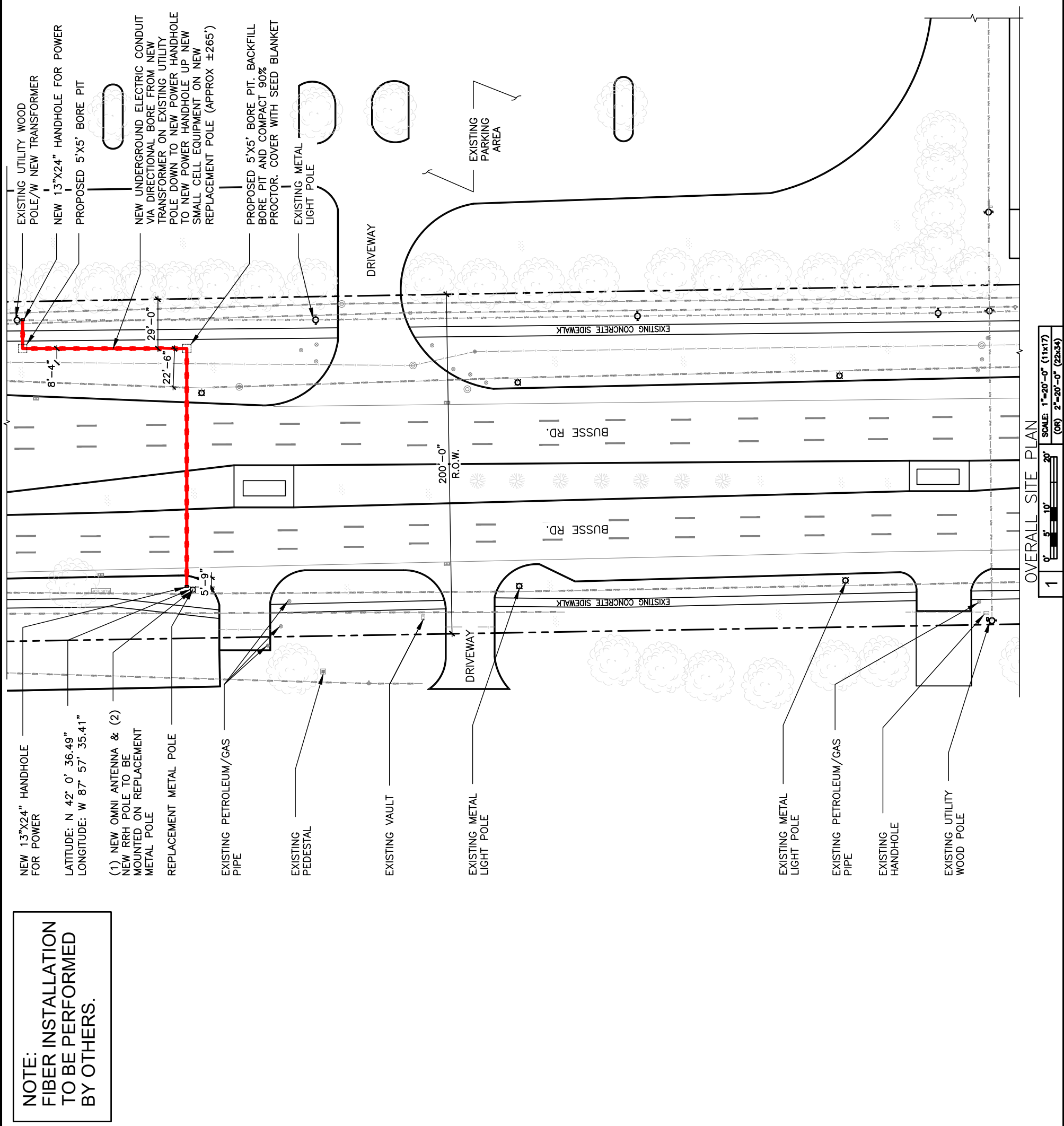
SHEET NAME: OVERALL SITE PLAN

SHEET NUMBER

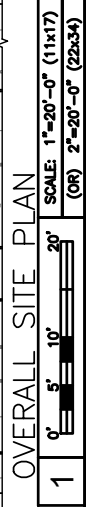
02 OF 13



BORING DETAIL
2 SCALE - N.T.S.



NOTE:
FIBER INSTALLATION TO BE PERFORMED BY OTHERS.





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OFFICE: 847.592.3000



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9TH FLOOR
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JBANKS@WESTCHESTERSERVICES.COM

REV	DATE	DESCRIPTION	BY
2	12/28/20	FINAL CD	SH
1	11/10/20	FINAL CD	SH
0	08/04/20	FINAL CD	NA

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JOHN M. BANKS
14586
LICENSED ARCHITECT
STATE OF ILLINOIS
DATE: 12/28/20 EXP: 12/31/22

PROJECT
PROPOSED SMALL CELL NODE

SITE NAME
CRAN_RCH1_BUFGR_011

USD
237582

PAGE NUMBER
MRCHI041020

SITE ADDRESS
1000 BUSSE RD., IL 60007
ELK GROVE VILLAGE, IL 60007

SHEET NAME
PROPOSED SOUTH & WEST ELEVATION

SHEET NUMBER
03 OF 13

PROPOSED EQUIPMENT KEY:

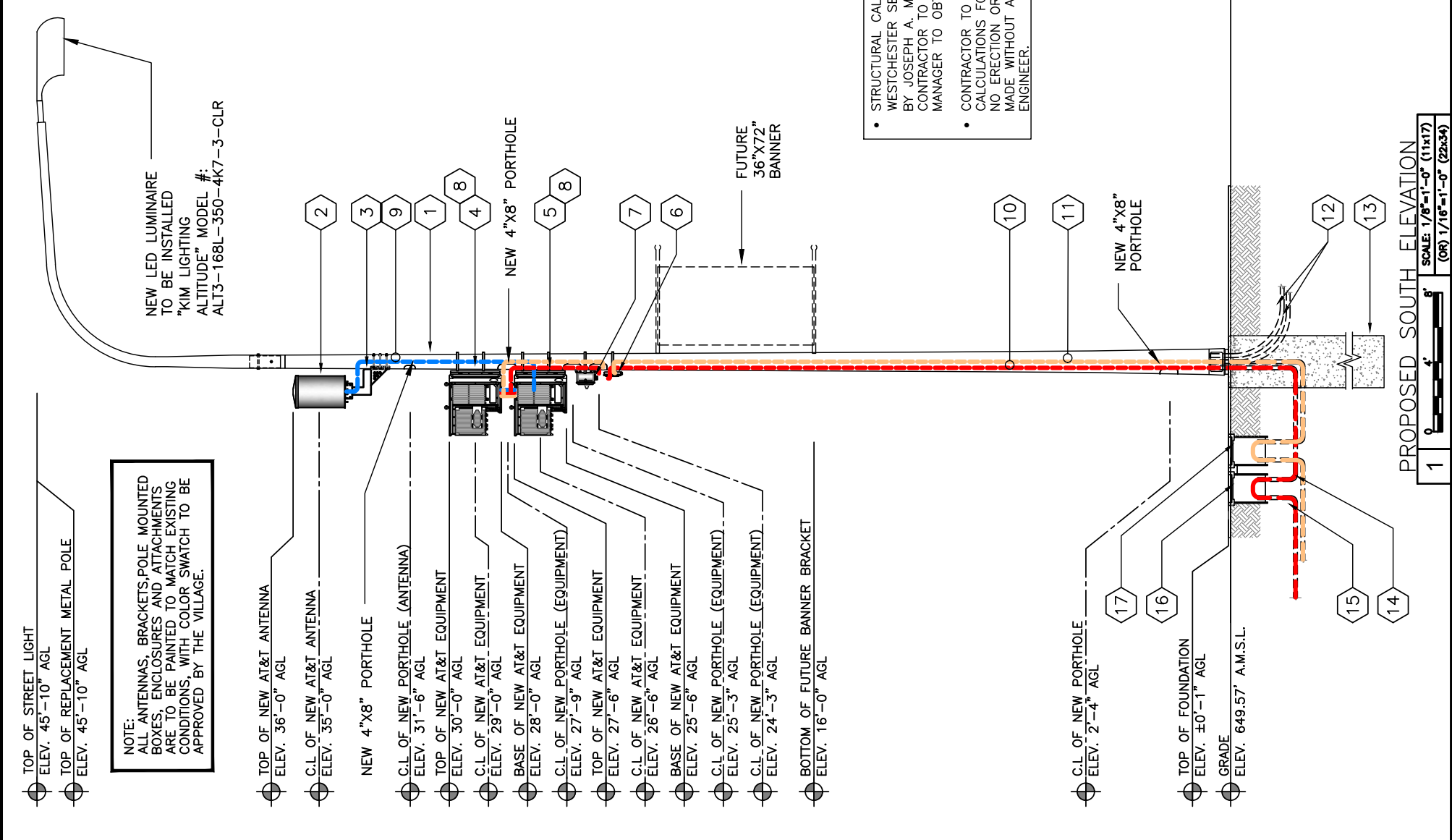
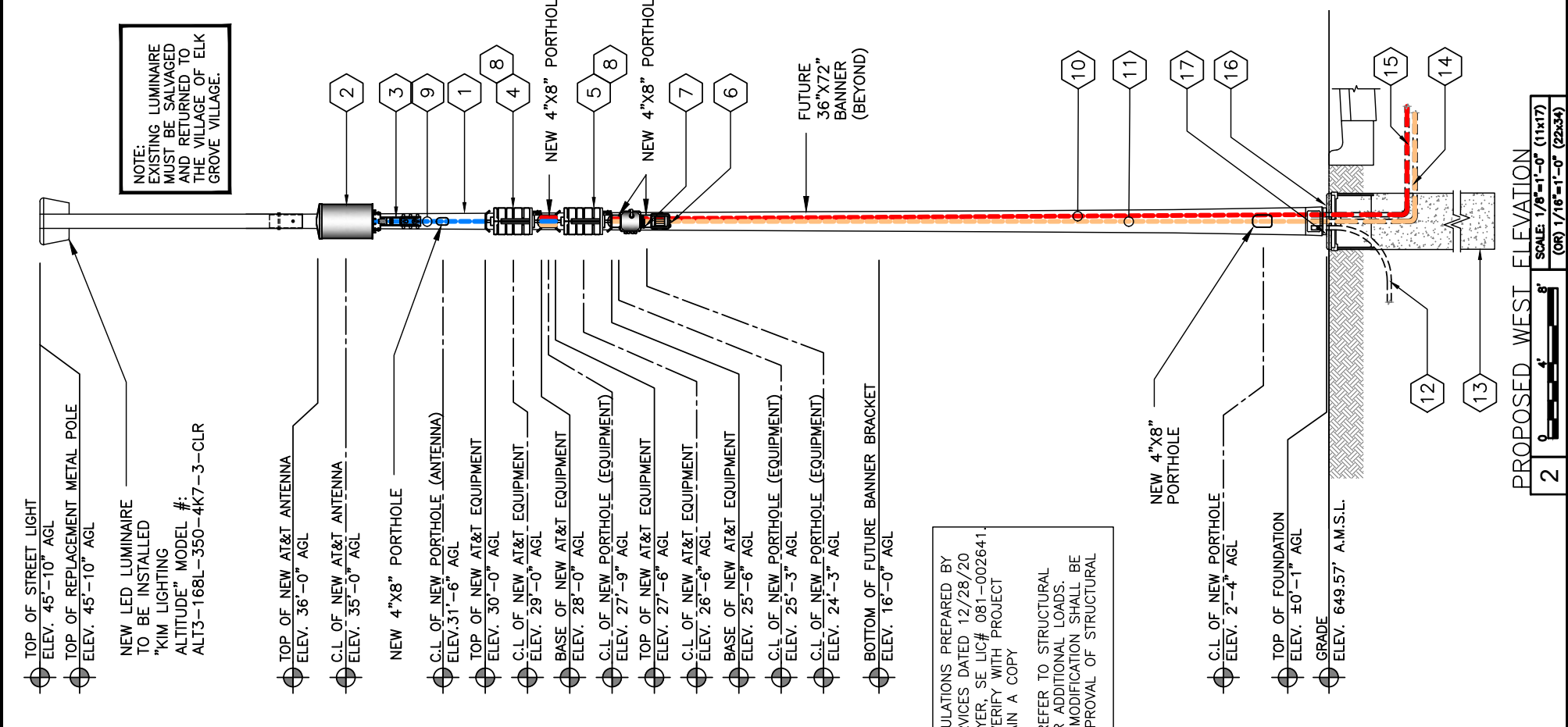
- 1 REPLACEMENT METAL POLE
MODEL: DEVIT ARM POLE W/ TRANSFORMER BASE
45'-00" x 10.00" (HxDIA)
- 2 "AMPHENOL" TRI-BAND PSEUDO OMNI ANTENNA
MODEL #: 2C4U3MT360X06Fxyso
24.00" X 14.60" (HxDIA) - 25 lbs.
VOLUME = 3,974.40 cu. in. (2.3 cu. ft.)
- 3 ANTENNA MOUNTING KIT (ADA 2019)
20.3" X 4.0" X 13.8" (HxLxD)
AREA OF DISPLACEMENT = 33.39 sq. in.
VOLUME = 179.78 cu. in. (0.10 cu. ft.)
- 4 "ERICSSON" 700/850 MHz 4449 RRU's
15" X 13.2" X 9.3" (HxLxD) - 70 lbs.
VOLUME = 1841.4 cu. in. (1.06 cu. ft.)
(2) "ERICSSON" RECTIFIER/PSU AC-08 BML901341/1
10.8" X 7.1" X 2.7" (HxLxD) - 13 lbs.
VOLUME = 207.036 cu. in. (0.12 cu. ft.)
- 5 "ERICSSON" PCS/AWS 8843 RRU's
15" X 13.2" X 11.1" (HxLxD) - 75 lbs.
VOLUME = 2197.8 cu. in. (1.27 cu. ft.)
(2) "ERICSSON" RECTIFIER/PSU AC-08 BML901341/1
10.8" X 7.1" X 2.7" (HxLxD) - 13 lbs.
VOLUME = 207.036 cu. in. (0.12 cu. ft.)
- 6 "AFL" OptiNID® 500 OPTICAL DEMARCATION CLOSURE
MODEL #: DM001021 (INSTALL INSIDE SHROUD)
6.30" X 7.80" X 2.00" (HxWxD) - 1.3 lbs.
VOLUME = 98.28 cu. in. (0.06 cu. ft.)
- 7 "RAYCAP" AC DISCONNECT W/INTEGRATED SURGE PROTECTION
MODEL #: RSCAC-1333-PS-240-A (INSTALL INSIDE SHROUD)
10.43" X 9.38" X 6.68" (HxWxD) - 8 lbs.
VOLUME = 653.53 cu. in. (0.38 cu. ft.)
- 8 "COMMSCOPE" RRH POLE-BRACKET (QTY. 2)
MODEL #: SSC-760239913NS
24" X 27.3" X 12.6" (HxWxD) - 79 lbs.
VOLUME = 8255.52 cu. in. (4.8 cu. ft.)
- 9 "ROSENBERGER" 1/2" SUPERFLEX JUMPERS:
SLJ385FA-64M64M ±23" (FROM RRH'S TO OMNI ANTENNA)
- 10 PROPOSED POWER CABLE CONNECTION
- 11 PROPOSED FIBER OPTIC CABLE CONNECTION
- 12 (2) PROPOSED UNDERGROUND POWER CONDUITS
- 13 PROPOSED CONCRETE FOUNDATION FOR NEW METAL POLE
- 14 (1) PROPOSED FIBER CONDUIT
(TO BE INSTALLED BY AT&T WIRELINE)
- 15 PROPOSED UNDERGROUND POWER CONDUIT
- 16 PROPOSED 13"x24" BURIED HANDHOLE TO HOUSE GROUND ROD AND IN-LINE FUSES FOR SMALL CELL POWER DISCONNECT (HANDHOLE COVER SHALL CORRECTLY IDENTIFY OWNER ON LID "ID PLACARD") (TO BE INSTALLED BY SAC)
- 17 PROPOSED 13"x24" BURIED HANDHOLE TO HOUSE GROUND ROD AND FIBER SERVICE (HANDHOLE COVER SHALL CORRECTLY IDENTIFY OWNER ON LID "ID PLACARD") (TO BE INSTALLED BY AT&T WIRELINE)

EXISTING FEATURES:

EXISTING FEATURES ARE TO BE REINSTALLED ON NEW POLE AT ELEVATION TO MATCH EXISTING CONDITIONS OF POLE

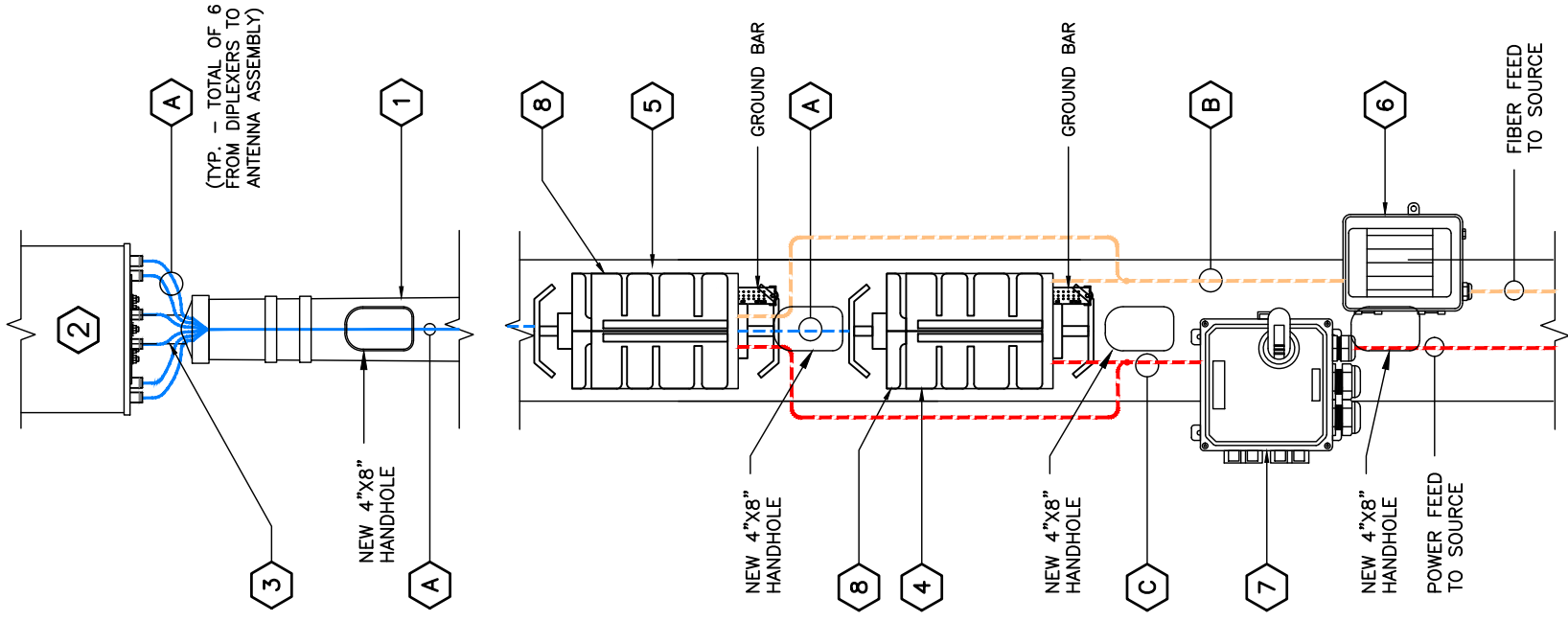
PROPOSED WIRING KEY:

CABLE TYPE	COLOR CODE
POWER CABLE	RED
FIBER CABLE	ORANGE
GROUND CABLE	GREEN
COAX CABLE	BLUE

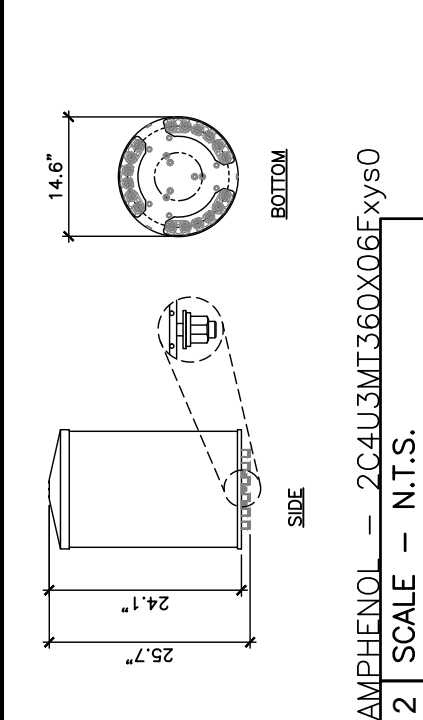


NOTES

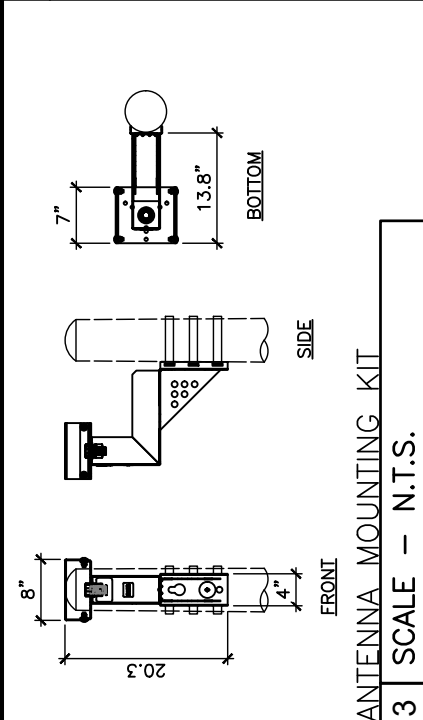
- EQUIPMENT PLACEMENT WITHIN THIS DRAWING ARE FOR DIAGRAMMATIC PURPOSES ONLY. SEE ELEVATION DRAWINGS FOR ACTUAL EQUIPMENT LOCATIONS/ORIENTATION ON THE UTILITY POLE.
- ALL WIRING SHOULD BE RUN THROUGH METAL POLE FOR PROTECTION WHENEVER POSSIBLE. SURFACE MOUNTED WIRING SHALL NOT BE PERMITTED.



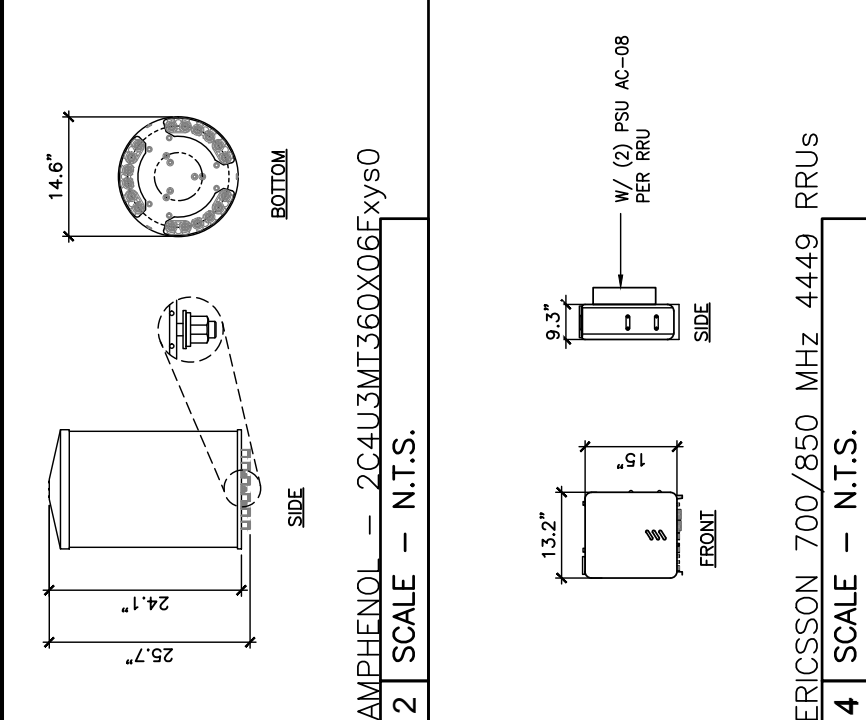
1 WIRING DIAGRAM
SCALE - N.T.S.



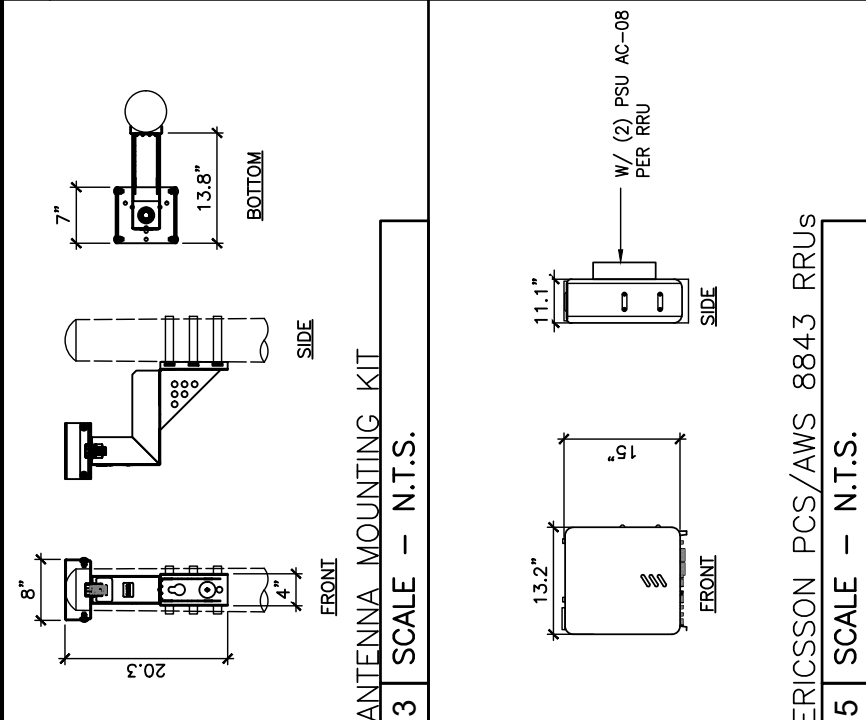
2 AMPHENOL - 2C4U3MT360X06FxyS0
SCALE - N.T.S.



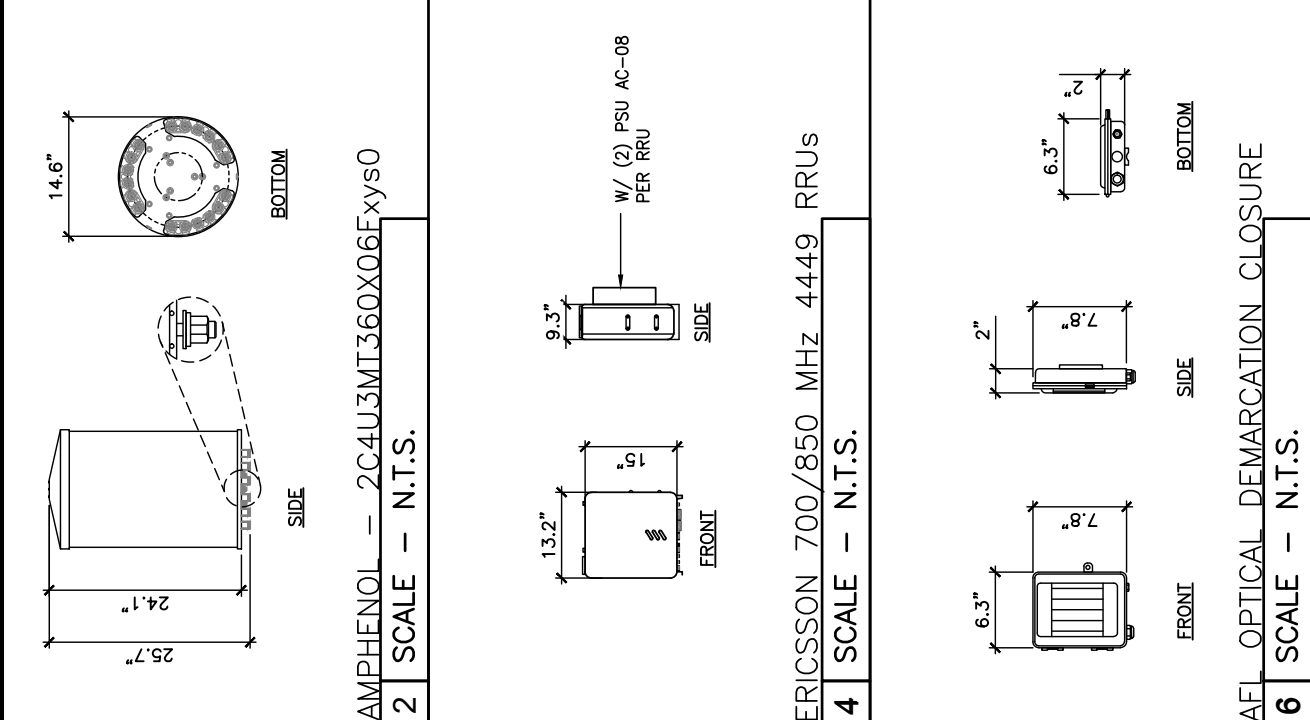
3 ANTENNA MOUNTING KIT
SCALE - N.T.S.



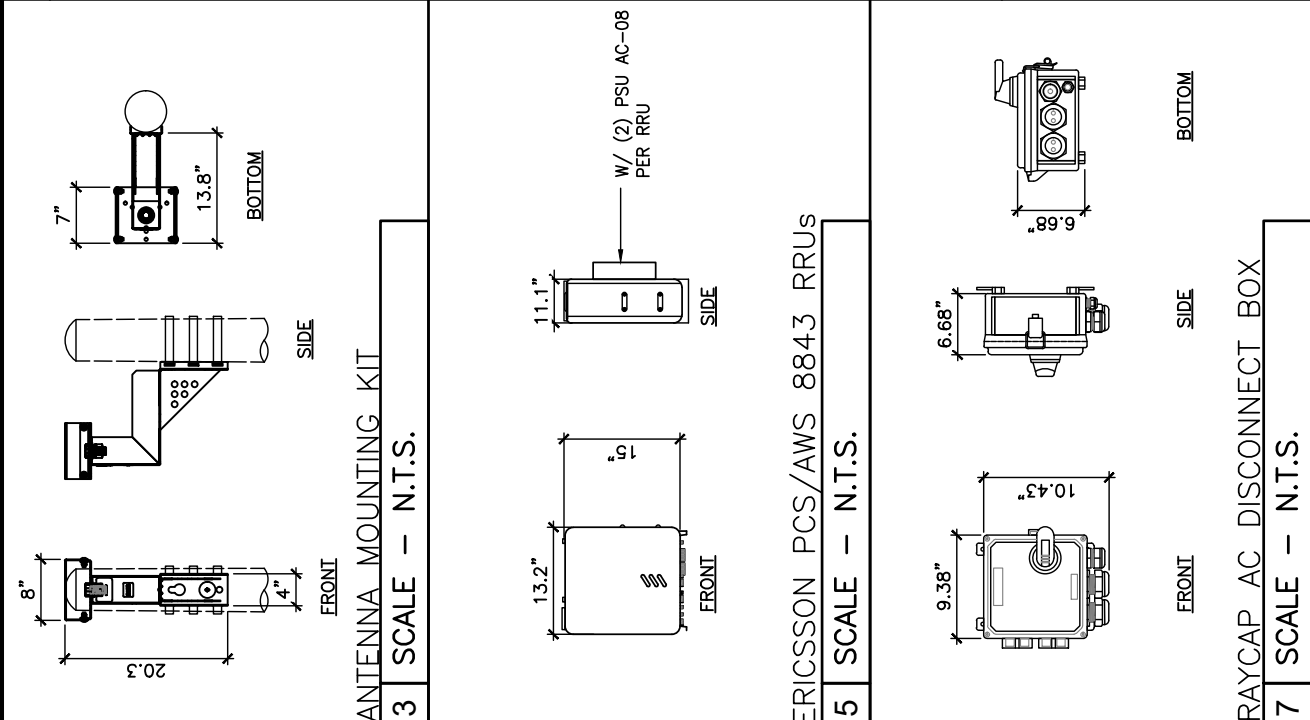
4 ERICSSON 700/850 MHZ 4449 RRU
SCALE - N.T.S.



5 ERICSSON PCS/AWS 8843 RRU
SCALE - N.T.S.

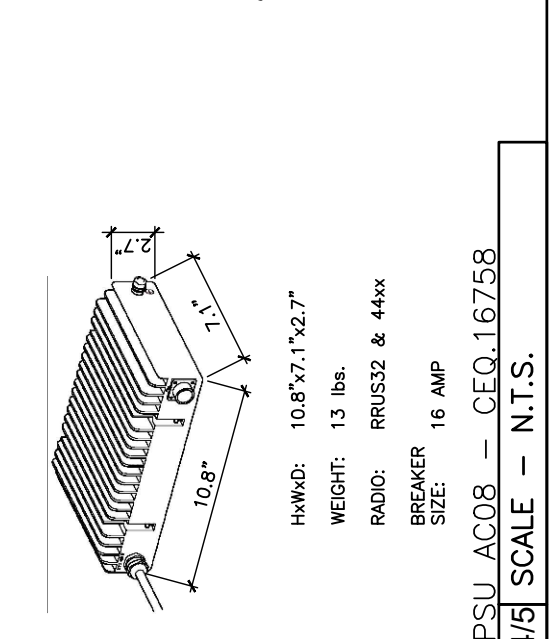


6 AFL OPTICAL DEMARCATION CLOSURE
SCALE - N.T.S.



7 RAYCAP AC DISCONNECT BOX
SCALE - N.T.S.

- PROPOSED EQUIPMENT KEY:**
- REPLACEMENT METAL POLE
MODEL: DEVIT ARM POLE W/ TRANSFORMER BASE
45'-00" x 10.00" (HXDIA)
 - "AMPHENOL" TRI-BAND PSEUDO OMNI ANTENNA
MODEL #: 2C4U3MT360X06FxyS0
24.00" X 14.60" (HXDIA) - 25 lbs.
VOLUME = 3,974.40 cu. in. (2.3 cu. ft.)
 - ANTENNA MOUNTING KIT (ADA 2019)
20.3" X 4.0" X 13.8" (HxLxD)
AREA OF DISPLACEMENT = 33.39 sq. in.
VOLUME = 179.78 cu. in. (0.10 cu. ft.)
 - "ERICSSON" 700/850 MHz 4449 RRU
15" X 13.2" X 9.3" (HxLxD) - 70 lbs.
VOLUME = 1841.4 cu. in. (1.06 cu. ft.)
(2) "ERICSSON" RECTIFIER/PSU AC-08 BML901341/1
10.8" X 7.1" X 2.7" (HxLxD) - 13 lbs.
VOLUME = 207.036 cu. in. (0.12 cu. ft.)
 - "ERICSSON" PCS/AWS 8843 RRU
15" X 13.2" X 11.1" (HxLxD) - 75 lbs.
VOLUME = 2197.8 cu. in. (1.27 cu. ft.)
(2) "ERICSSON" RECTIFIER/PSU AC-08 BML901341/1
10.8" X 7.1" X 2.7" (HxLxD) - 13 lbs.
VOLUME = 207.036 cu. in. (0.12 cu. ft.)
 - "AFL" OptiNID® 500 OPTICAL DEMARCATION CLOSURE
MODEL #: DM001021 (INSTALL INSIDE SHROUD)
6.30" X 7.80" X 2.00" (HxWxD) - 1.3 lbs.
VOLUME = 98.28 cu. in. (0.06 cu. ft.)
 - "RAYCAP" AC DISCONNECT W/INTEGRATED SURGE PROTECTION
MODEL #: RSCAC-1333-PS-240-A (INSTALL INSIDE SHROUD)
10.43" X 9.38" X 6.68" (HxWxD) - 8 lbs.
VOLUME = 653.53 cu. in. (0.38 cu. ft.)
 - "COMMSCOPE" RRH POLE-BRACKET (QTY. 2)
MODEL #: SSC-760239913NS
24" X 27.3" X 12.6" (HxWxD) - 79 lbs.
VOLUME = 8255.52 cu. in. (4.8 cu. ft.)



HxWxD: 10.8"x7.1"x2.7"
WEIGHT: 13 lbs.
RADIO: RRU32 & 44xx
BREAKER SIZE: 16 AMP

PSU AC08 - CEQ.16758
4/5 SCALE - N.T.S.

- PROPOSED WIRING KEY:**
- "ROSENBERGER" 1/2" SUPERFLEX JUMPERS: SLJ38SFA-64M64M (ID TAG ALL CABLES AS REQUIRED)
 - 1/4" DIA. FIBER OPTIC CABLE FROM FIBER DEMARC TO RRU UNITS (ID TAG CABLES AS REQUIRED)
 - EQUIPMENT POWER CABLES FROM ARIAL FEED
- | CABLE TYPE | COLOR CODE |
|-------------|------------|
| POWER CABLE | RED |
| COAX CABLE | BLUE |
| FIBER CABLE | ORANGE |



540 W. MADISON ST.
9TH FLOOR
CHICAGO, IL 60661
WWW.SACV.COM
312.885.4977

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BARRINGTON, IL 60010
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JBANKS@WESTCHESTERSERVICES.COM

REV	DATE	DESCRIPTION	BY
2	12/28/20	FINAL CD	SH
1	11/10/20	FINAL CD	SH
0	08/04/20	FINAL CD	NA

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STATE OF ILLINOIS
JOHN M. BANKS
BANKS 14586
LICENSED ARCHITECT
DATE: 12/28/20 EXP: 1/30/22

PROJECT
PROPOSED SMALL CELL NODE

SITE NAME
CRAN_RCHI_BUFGR_011

USID
237582

PAGE NUMBER
MRCHI041020

SITE ADDRESS
1000 BUSSE RD., IL 60007
ELK GROVE VILLAGE, IL 60007

SHEET NAME
EQUIPMENT DETAILS

SHEET NUMBER
04 OF 13

REV	DATE	DESCRIPTION	BY
2	12/28/20	FINAL CD	SH
1	11/10/20	FINAL CD	SH
0	08/04/20	FINAL CD	NA

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JOHN M. BANKS
14586
LICENSED ARCHITECT
STATE OF ILLINOIS

DATE: 12/28/20 EXP: 1/30/22

PROJECT	PROPOSED SMALL CELL NODE
SITE NAME	CRAN_RCHI_BUFGR_011
USID	237582
PAGE NUMBER	MRCHI041020
SITE ADDRESS	1000 BUSSE RD., IL 60007 ELK GROVE VILLAGE, IL 60007
SHEET NAME	POWER & GROUNDING RISER DIAGRAM
SHEET NUMBER	05 OF 13

PROPOSED EQUIPMENT KEY:

1 REPLACEMENT METAL POLE
MODEL: DEVIT ARM POLE W/ TRANSFORMER BASE
45'-00" x 10.00" (HxDIA)

2 "AMPHENOL" TRI-BAND PSEUDO OMNI ANTENNA
MODEL #: 2C4U3MT360X06Fxy60
24.00" X 14.60" (HxDIA) - 25 lbs.
VOLUME = 3,974.40 cu. in. (2.3 cu. ft.)

3 ANTENNA MOUNTING KIT (ADA 2019)
20.3" X 4.0" X 13.8" (HxLxD)
AREA OF DISPLACEMENT = 33.39 sq. in.
VOLUME = 179.78 cu. in. (0.10 cu. ft.)

4 "ERICSSON" 700/850 MHz 4449 RRU
15" X 13.2" X 9.3" (HxLxD) - 70 lbs.
VOLUME = 1841.4 cu. in. (1.06 cu. ft.)
(2) "ERICSSON" RECTIFIER/PSU AC-08 BML901341/1
10.8" X 7.1" X 2.7" (HxLxD) - 13 lbs.
VOLUME = 207.036 cu. in. (0.12 cu. ft.)

5 "ERICSSON" PCS/AWS 8843 RRU
15" X 13.2" X 11.1" (HxLxD) - 75 lbs.
VOLUME = 2197.8 cu. in. (1.27 cu. ft.)
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10.8" X 7.1" X 2.7" (HxLxD) - 13 lbs.
VOLUME = 207.036 cu. in. (0.12 cu. ft.)

6 "AFL" OptiNID® 500 OPTICAL DEMARCATION CLOSURE
MODEL #: DMO01021 (INSTALL INSIDE SHROUD)
6.30" X 7.80" X 2.00" (HxWxD) - 1.3 lbs.
VOLUME = 98.28 cu. in. (0.06 cu. ft.)

7 "RAYCAP" AC DISCONNECT W/INTEGRATED SURGE PROTECTION
MODEL #: RSCAC-1333-PS-240-A (INSTALL INSIDE SHROUD)
10.43" X 9.38" X 6.68" (HxWxD) - 8 lbs.
VOLUME = 653.53 cu. in. (0.38 cu. ft.)

8 "COMMSCOPE" RRR POLE-BRACKET (QTY: 2)
MODEL #: SSC-760239913NS
24" X 27.3" X 12.6" (HxWxD) - 79 lbs.
VOLUME = 8255.52 cu. in. (4.8 cu. ft.)

13 PROPOSED CONCRETE FOUNDATION FOR NEW METAL POLE

16 PROPOSED 13"x24" BURIED HANDHOLE TO HOUSE GROUND ROD AND IN-LINE FUSES FOR SMALL CELL POWER DISCONNECT (HANDHOLE COVER SHALL CORRECTLY IDENTIFY OWNER ON LID "ID PLACARD") (TO BE INSTALLED BY SAC)

17 PROPOSED 13"x24" BURIED HANDHOLE FOR FIBER SERVICE (HANDHOLE COVER SHALL CORRECTLY IDENTIFY OWNER ON LID "ID PLACARD") (TO BE INSTALLED BY WIRELINE)

PROPOSED WIRING KEY:

A (2) #10 POWER CABLES FROM HANDHOLE TO INSIDE POLE SHAFT (ID TAG ALL CABLES AS REQUIRED)

B (2) IN-LINE FUSE TRON BREAK AWAY CONNECTORS

C (1) 24ct NON-DIELECTRIC FOC FROM HANDHOLE TO INSIDE POLE SHAFT (ID TAG CABLES AS REQUIRED)

D #2 AWG STRANDED GREEN JACKETED MAIN GROUND RUN FROM GROUND BLOCK IN CABINET TO POLE & HANDHOLE GROUNDING RODS (ID TAG CABLES AS REQUIRED)

E #6 AWG STRANDED GREEN JACKETED MAIN GROUND RUN FROM ALL EQUIPMENT TO GROUNDING BLOCK IN CABINET - TYP. (ID TAG CABLES AS REQUIRED)

F #2 SOLID TINNED COPPER CONDUCTOR

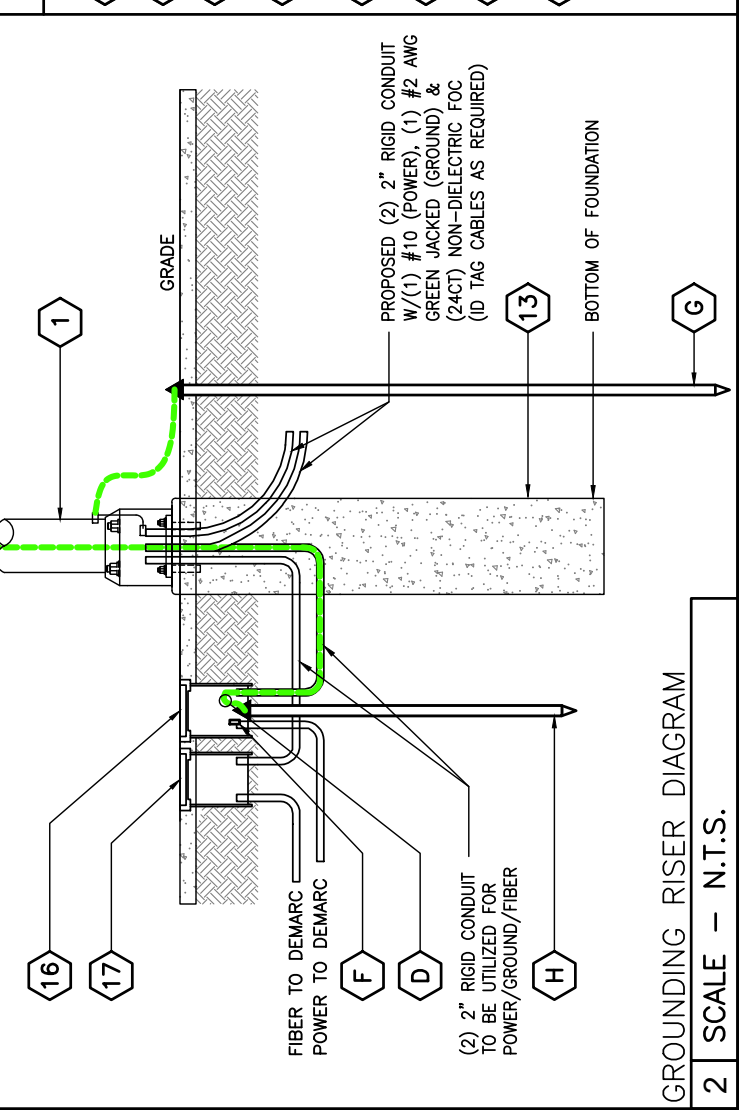
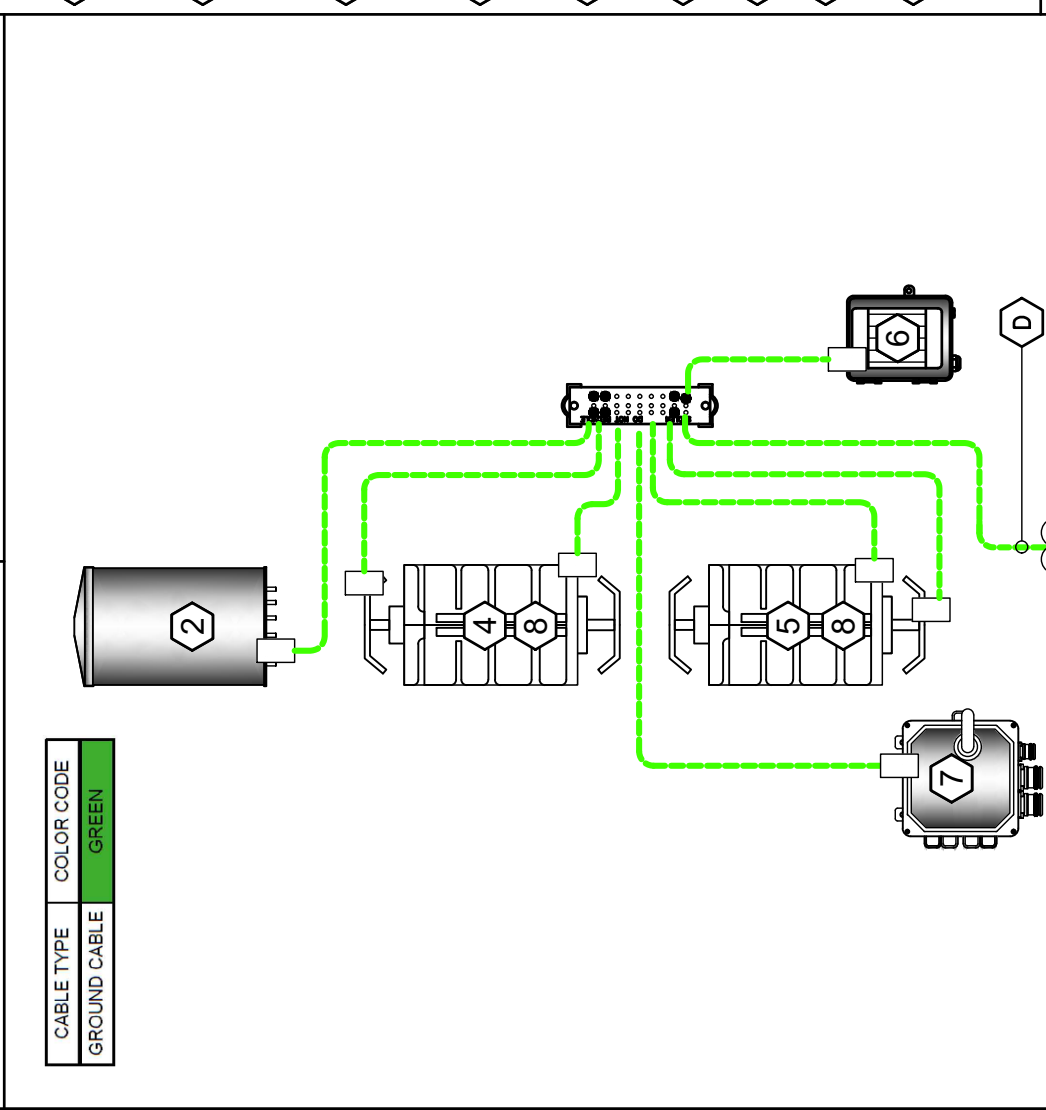
G PROPOSED 3/4" X 12'-0" COPPER CLAD STEEL GROUND ROD W/GROUND ROD CLAMP HEAVY DUTY 3/4" WEAVER TYP WGS58 & #2 TINNED CADWELD TO BASE PLATE OF POLE

H PROPOSED 5/8" X 10'-0" COPPER CLAD STEEL GROUND ROD TO BE INSTALLED IN PROPOSED ENCLOSURE

GROUNDING LEGEND:

- MECHANICAL CONNECTION
- COMPRESSION CONNECTION
- ▲ EXOTHERMIC CONNECTION

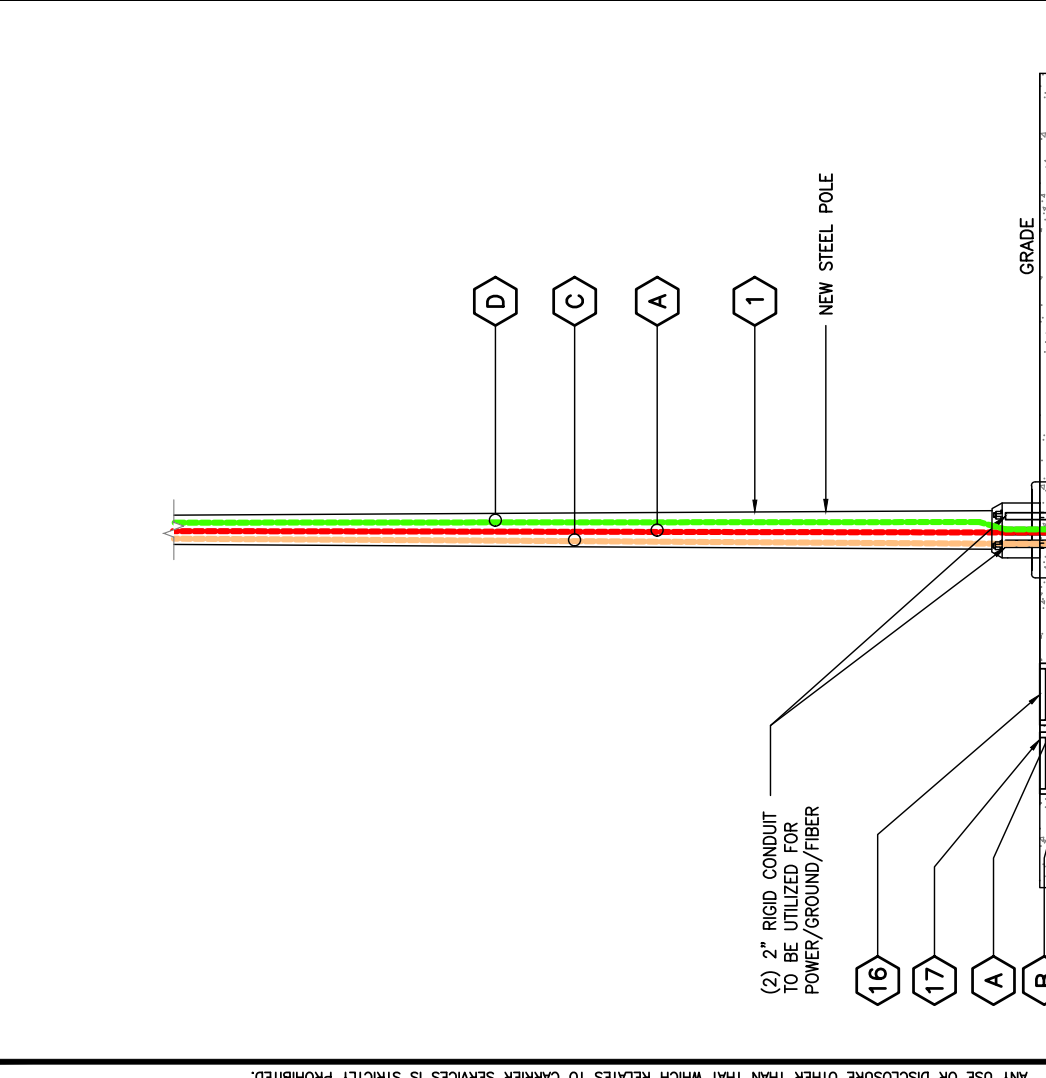
CABLE TYPE	COLOR CODE
GROUND CABLE	GREEN



NOTES:

1. GROUNDING RISER FOR DIAGRAMATIC PURPOSES ONLY. SEE ELEVATION DRAWING FOR ACTUAL EQUIPMENT AND ANTENNA LOCATIONS.

2. ALL GROUNDING CONDUCTORS TO BE PROTECTED FROM TAMPERING.



GROUNDING RISER DIAGRAM
2 SCALE - N.T.S.

UTILITY DIAGRAM
1 SCALE - N.T.S.



930 NATIONAL PKWY.
SCHAUMBURG, IL 60173
OFFICE: 847.592.3000



540 W. MADISON ST.
9TH FLOOR
CHICAGO, IL 60661
WWW.SACV.COM
312.885.4977

WIRELESS
A NOKIA COMPANY



604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX: 847.277.0080
AE@WESTCHESTERSERVICES.COM

JOHN M. BANKS
ARCHITECT

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BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
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JBANKS@WESTCHESTERSERVICES.COM

REV	DATE	DESCRIPTION	BY
2	12/28/20	FINAL CD	SH
1	11/10/20	FINAL CD	SH
0	08/04/20	FINAL CD	NA

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.

STATE OF ILLINOIS
JOHN M. BANKS
LICENSED ARCHITECT
NO. 14586
DATE: 12/28/20 EXPIRES: 1/30/22

PROJECT
PROPOSED SMALL CELL NODE

SITE NAME
CRAN_RCHI_BUFGR_011

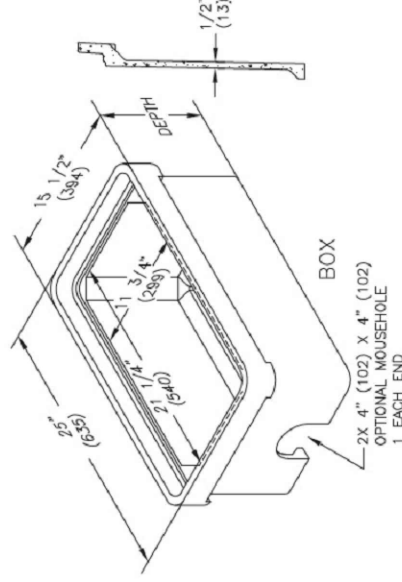
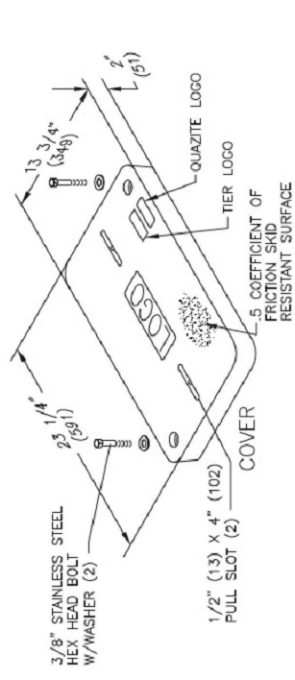
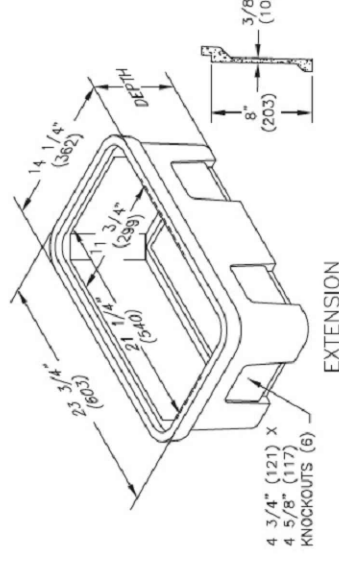
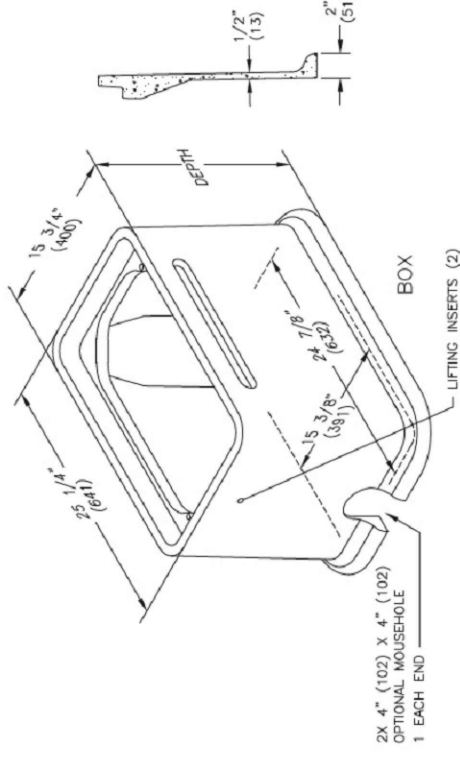
USD
237582

PAGE NUMBER
MRCHI041020

SITE ADDRESS
1000 BUSSE RD.
ELK GROVE VILLAGE, IL 60007

SHEET NAME
HANDHOLE DETAILS

SHEET NUMBER
06 OF 13



Covers (Blank unless logo is specified)

DESCRIPTION	PART NO.	WEIGHT #	DESIGN/TEST LOAD #	ANSI TIER
W/2 Bolts	PG1324CA00	33 (15 kg)	8,000 / 12,000	8
Gasketed w/2 Bolts	PG1324CG00	33 (15 kg)	8,000 / 12,000	8
No Bolts	PG1324WA00	33 (15 kg)	8,000 / 12,000	8
Heavy Duty w/2 Bolts	PG1324HA00	51 (23 kg)	15,000 / 22,500	15
Gasketed Heavy Duty w/2 Bolts	PG1324HG00	51 (23 kg)	15,000 / 22,500	15
Extra Heavy Duty w/2 Bolts	PG1324HH00	54 (24 kg)	22,500 / 33,750	22

- Covers with meter lids available upon request.
- Gasketed covers and bolt grommets must be used with a gasketed box. Gaskets reduce the inflow of fluids but do not make the enclosure water tight.

PD Boxes

DESCRIPTION	PART NO.	WEIGHT #	DIMENSION D	DIMENSION E	DESIGN/TEST LOAD #	ANSI TIER
Open Bottom	PD1324BA18	104 (47 kg)	18" (457 mm)	16" (406 mm)	22,500 / 33,750	22
	PD1324BA26	133 (60 kg)	26" (660 mm)	24" (610 mm)	22,500 / 33,750	22
Open Bottom w/2 Mouseholes	PD1324BB18	102 (46 kg)	18" (457 mm)	16" (406 mm)	22,500 / 33,750	22
	PD1324BB26	131 (59 kg)	26" (660 mm)	24" (610 mm)	22,500 / 33,750	22
Open Bottom w/Gasket	PD1324BG18	104 (47 kg)	18" (457 mm)	16" (406 mm)	22,500 / 33,750	22
	PD1324BG26	133 (60 kg)	26" (660 mm)	24" (610 mm)	22,500 / 33,750	22

Extensions (For use under box only, one per box.)

DESCRIPTION	PART NO.	WEIGHT #	DIMENSION F	DIMENSION G	DESIGN/TEST LOAD #	ANSI TIER
Open Bottom	PG1324EA08	25 (11.3 kg)	8 3/4" (222 mm)	1" (25 mm)	22,500 / 33,750	22
Solid Bottom	PG1324RA08	35 (15.9 kg)	9 1/4" (235 mm)	N/A	22,500 / 33,750	22

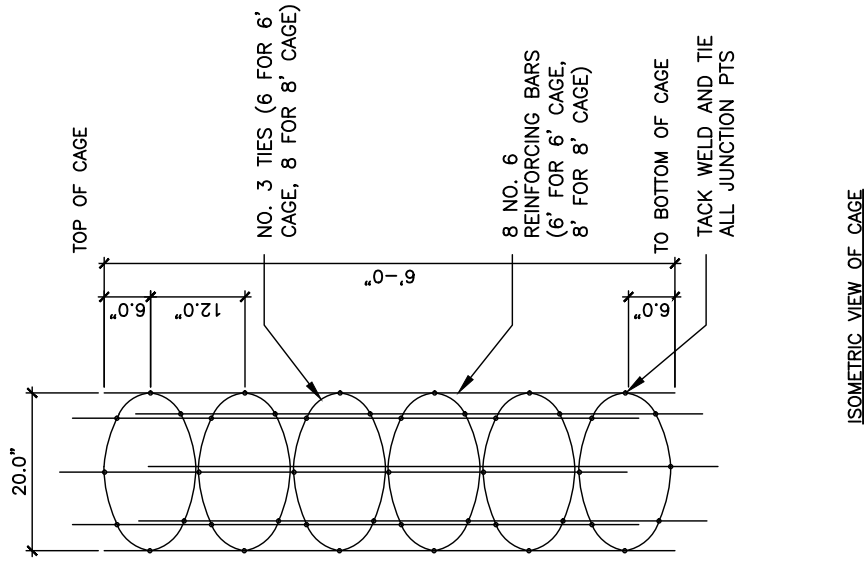
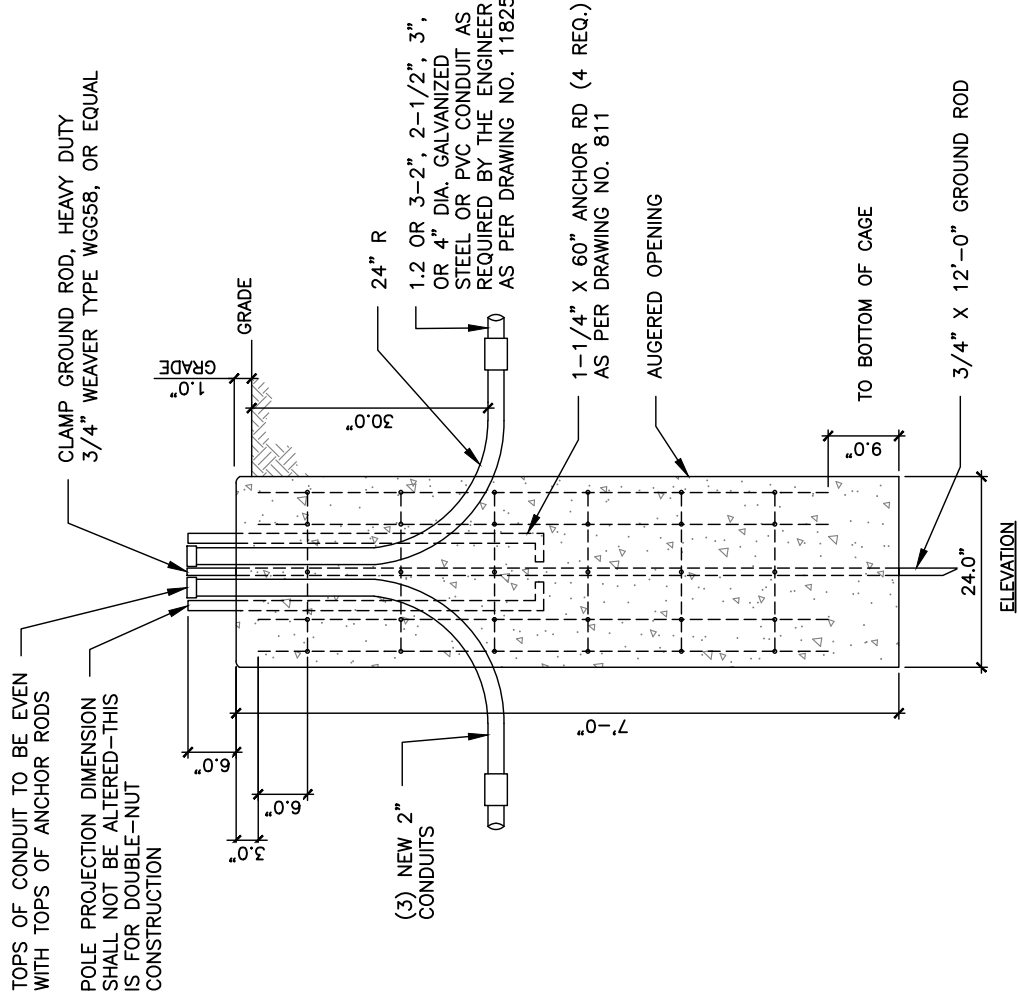
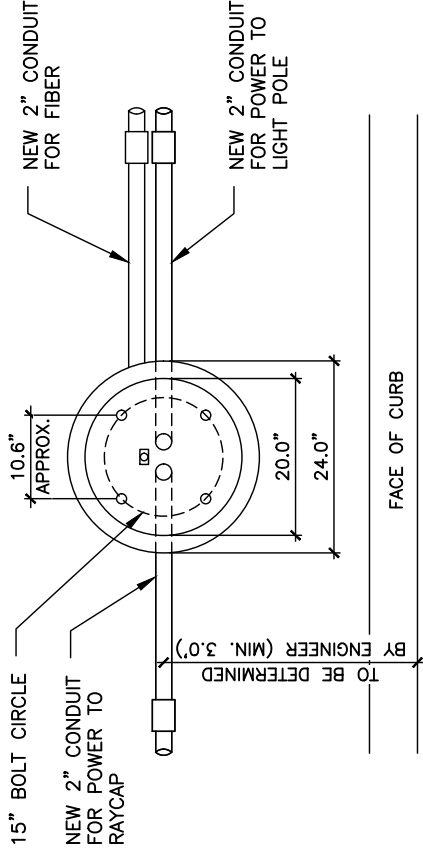
Dimensions & weights in parentheses are metric equivalent.

PG Boxes (Stackable with self-aligning, replaceable EZ Nut)

DESCRIPTION	PART NO.	WEIGHT #	DIMENSION A	DIMENSION B	DIMENSION C	DESIGN/TEST LOAD #	ANSI TIER
Open Bottom	PG1324BA12	53 (24 kg)	12" (305 mm)	10" (254 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1324BA18	72 (33 kg)	18" (457 mm)	16" (406 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
Open Bottom w/2 Mouseholes	PG1324BB12	49 (22.2 kg)	12" (305 mm)	10" (254 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1324BB18	68 (31 kg)	18" (457 mm)	16" (406 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
Solid Bottom	PG1324DA12	63 (28.6 kg)	12 1/2" (318 mm)	10" (254 mm)	N/A	22,500 / 33,750	22
	PG1324DA18	85 (39 kg)	18 1/2" (470 mm)	16" (406 mm)	N/A	22,500 / 33,750	22

NOTES:

1. HOLE FOR FOUNDATION MUST BE AUGERED IN UNDISTURBED SOIL.
2. 7'-0" FOUNDATION FOR ARTERIAL STREET LIGHT POLE, UNLESS NOTED OTHERWISE. 9'-0" FOUNDATION FOR TRAFFIC POLE WITH 16', 20', OR 26' MONOTUBE MAST ARM.
3. CONCRETE MUST MEET IDOT REQUIREMENTS FOR PORTLAND CEMENT CLASS S1 CONCRETE.
4. REINFORCING BARS MUST MEET ASTM A-615 GRADE 60.



930 NATIONAL PKWY.
SCHAUMBURG, IL 60173
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0	08/04/20	FINAL CD	NA

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STATE OF ILLINOIS
JOHN M. BANKS
LICENSED ARCHITECT
NO. 14586

DATE: 12/28/20 EXP: 1/30/22

PROJECT
PROPOSED SMALL CELL NODE

SITE NAME
CRAN_RCHI_BUFGF_011

USID
237582

PAGE NUMBER
MRCHI041020

SITE ADDRESS
1000 BUSSE RD.
ELK GROVE VILLAGE, IL 60007

SHEET NAME
STREET LIGHT/TRAFFIC SIGNAL POLE FOUNDATION DETAILS (#818)

SHEET NUMBER

07 OF 13

REV	DATE	DESCRIPTION	BY
2	12/28/20	FINAL CD	SH
1	11/10/20	FINAL CD	SH
0	08/04/20	FINAL CD	NA

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JOHN M. BANKS
REGISTERED ARCHITECT
NO. 14586
STATE OF ILLINOIS
DATE: 12/28/20 EXP. 12/30/22

PROJECT
PROPOSED SMALL CELL NODE

SITE NAME
CRAN_RCH1_BUFG011

USID
237582

PAGE NUMBER
MRCHI041020

SITE ADDRESS
1000 BUSSE RD., IL 60007

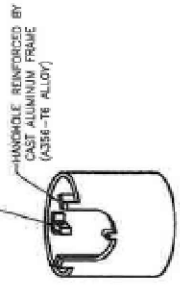
SHEET NAME
POLE SPECIFICATIONS & DETAILS

SHEET NUMBER
08 OF 13

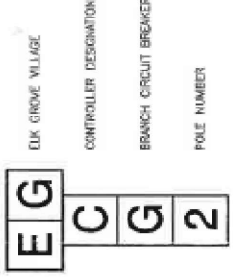
CONTRACT NO. **B3955**

SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
08-08052-00-01	IL	10	7

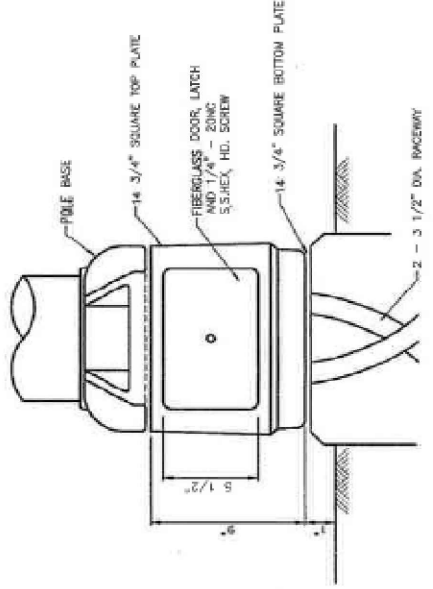
ALUMINUM T-STOCK EXTRUSION DRILLED FOR 1/2" - 13 THRU BOLT SITUABLE FOR U.L. LISTED GROUND CONNECTOR. HOLE TO BE 1/8" DEEPER THAN HIGH OF HANDHOLE & 1/8" UP FROM BUTT.



HANDHOLE AND GROUND LUG DETAIL



DAVIT ARM CONNECTION
(1/4" OVERLAP SHOWN)



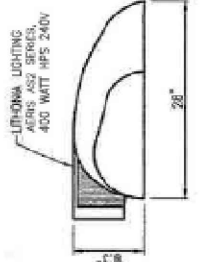
BREAKAWAY DEVICE TRANSFORMER BASE
THE BREAKAWAY TRANSFORMER BASE SHALL HAVE A LISTING OF APPROVAL BY FHMA COMPLIANCE TO 1985 ASHRAE REQUIREMENTS.

- NOTES:
1. MOUNTING HEIGHT IS DEFINED AS THE DISTANCE FROM THE CENTERLINE OF THE TENON TO THE BOTTOM OF THE ANCHOR BASE.
 2. BOLT SLOTS WILL BE 1 3/8" x 2" COVERED.
 3. TWO PIECE SHALT WILL BE MATCH MARKED AND INTERCHANGEABLE BETWEEN DIFFERENT UNITS. STUD BOLT WILL BE 5/8" DIA. WITH NUT, FLAT WASHER, AND LOCK WASHER. THERE WILL BE NO THREADS ON THE BOLT INSIDE THE POLE SHALT.
 4. THE LIGHT POLE SHALL MEET A.A.S.H.T.O. DESIGN CRITERIA.

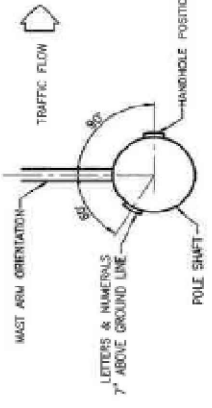
REVISIONS	DATE

ILLINOIS DEPARTMENT OF TRANSPORTATION
BUSSE ROAD (IL 83)
ROADWAY LIGHTING
LIGHTING DETAILS

DATE: 07/10/2020
CHECKED BY: D.N.M.

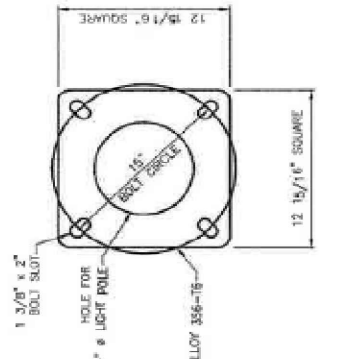


LUMINAIRE



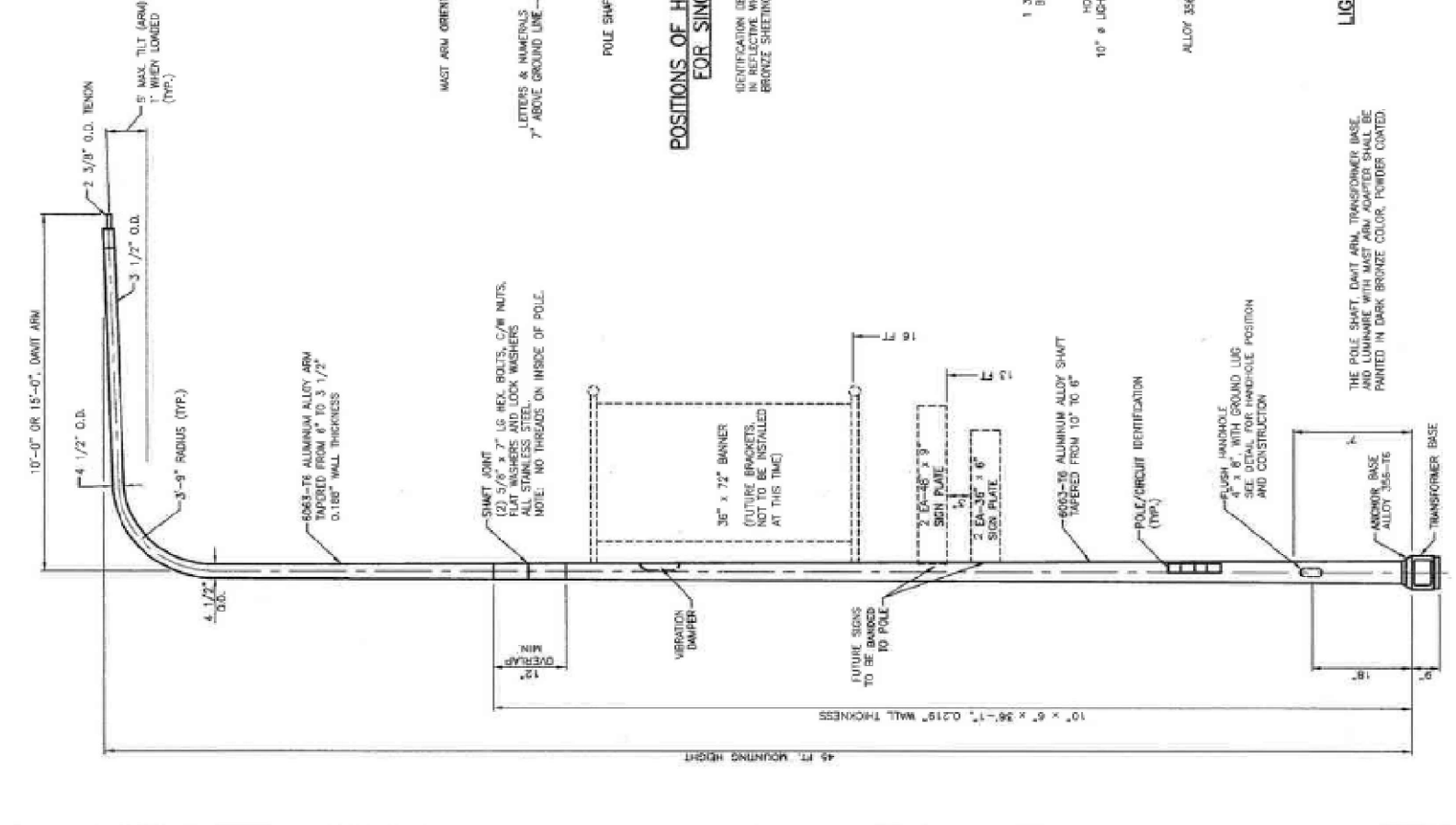
POSITIONS OF HANDHOLE AND POLE NUMBER FOR SINGLE MAST ARM POLES

IDENTIFICATION DECALS - LETTER AND NUMERALS SHALL BE IN REFLECTIVE WHITE ON PRESSURE SENSITIVE REFLECTIVE BRONZE SHEETING.



LIGHT POLE BASE PLATE DETAIL

THE POLE SHAFT, DAVIT ARM, TRANSFORMER BASE, AND LUMINAIRE WITH MAST ARM ADAPTER SHALL BE PAINTED IN DARK BRONZE COLOR, POWDER COATED.



DAUIT ARM POLE



2C4U3MT360X06Fxyso



Features

- 5G Pseudo Omni configuration with 18 connectors
- Ideal for Small Cell / DAS applications
- This antenna meets the requirements of the U-NII
- Available for order with a grey, brown or black radome

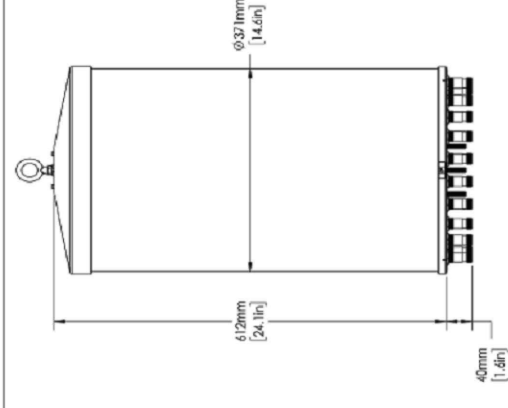
Frequency Range (MHz)	LOW (2x) 696-960	MID (4x) 1695-2700	CBRS (2x) 3550-3700	LAA (1x) 5150-5925
Array	R1 R2	Y1 Y2 Y3 Y4	P1 P2	O1
Connector	1-2 3-4	5-6 7-8 9-10 11-12	13-14 15-16	17-18
Polarization	XPOL	XPOL XPOL XPOL	XPOL XPOL	XPOL
Azimuth Beamwidth (avg)	360°	360°	360°	360°
Electrical Down tilt	0°	2°, 4°, 6°	0°	0°
Configuration	OMNI CONFIGURATION			
Total Connector Count	18 PORTS			
Connector Type	4, 3-10 FEMALE			
Dimensions	610 x Ø371 mm (24.0 x Ø14.6 in)			
Radome Color Options	GREY, BROWN or BLACK			

ELECTRICAL SPECIFICATIONS Low Band ■ R1 ■ R2 (2x) 696-960

Frequency Range	MHz	806-960
Frequency Sub-Range	696-806	806-960
Polarization	(2x) ±45°	
Gain	BASTA MAX	4.2 ± 0.9 5.1
Azimuth Beamwidth (3 dB)	360°	360°
Elevation Beamwidth (3 dB)	96.9° ± 26.7°	72.0° ± 21.7°
Electrical Down tilt	(4) 0°	
Impedance	Ohms	50
VSWR	—	≤ 1.5:1
Passive Intermodulation 3rd Order for 2x20 W Carriers	dBc	< -153
Upper Side-lobe Suppression	dB	N/A
Isolation	Intraband Interband	25 > 28
Input Power	Watts	500W

MECHANICAL SPECIFICATIONS

Antenna	Height	612 (24.1)
	Diameter	371 (14.6)
Net Weight - Antenna Only	kg (lbs)	11.3 (25.0)
Windload	Calculation	160 (100)
	Frontal	191 (43)
Survival Wind Speed	km/h (mph)	241 (150)
	m ² (ft ²)	0.22 (2.4)
Volume	m ³ (ft ³)	0.07 (2.3)
	Type	4, 3-10 Female
Connector	Quantity	18
	Position	Bottom
Radome Color	---	Grey (Pantone 420 C), Brown (Pantone 476 C), Black (RAL 9011)
	Lightning Protection (Grounding Type)	---



ULTRA-LOK® Clamping System



Preformed Clamping Systems

Designed for quick installation, highest clamping force and smooth, gap-free inside diameter. The best choice for demanding applications!

- Strongest band clamping system available
- Double wrapped 201SS for superior strength
- Unique lock formed under full tension maximizes tightness
- Thicker buckle is 2-3 times stronger than other preformed clamps
- Smooth inside diameter designed to eliminate leak paths
- Buckle hood protects lock from snags
- Install Ultra-Lok® clamping systems quickly using portable power tools

NOTE:
CLAMPING SYSTEM
TO MATCH COLOR
OF POLE.

Part No.	Material	Width		Thickness		Inside Diameter		Package Weight		Pkg Qty	Tools
		In	mm	In	mm	In	mm	Lbs	Kg		
Ultra-Lok® Preformed Clamp											
UL2799**	201 SS	1/2	12.7	0.030	0.76	1.5	38	9.1	4.1	100/Box	UL4000-D
UL2839**	201 SS	1/2	12.7	0.030	0.76	2	50	10.6	4.8	100/Box	
UL2869**	201 SS	1/2	12.7	0.030	0.76	2.75	69	12.7	5.8	100/Box	
UL2919**	201 SS	1/2	12.7	0.030	0.76	4	101	16.7	7.6	100/Box	
UL2279	201 SS	3/4	19.1	0.030	0.76	2	50	14.9	6.8	100/Box	
UL2109	201 SS	3/4	19.1	0.030	0.76	2.75	69	9.2	4.2	50/Box	
UL2119	201 SS	3/4	19.1	0.030	0.76	3	76	10.4	4.7	50/Box	
UL2129	201 SS	3/4	19.1	0.030	0.76	3.5	88	10.8	4.9	50/Box	
UL2139	201 SS	3/4	19.1	0.030	0.76	4	101	6.4	2.9	25/Box	
UL2149	201 SS	3/4	19.1	0.030	0.76	4.5	114	7	3.2	25/Box	
UL2159	201 SS	3/4	19.1	0.030	0.76	5	127	7.5	3.4	25/Box	
UL2709	201 SS	3/4	19.1	0.030	0.76	5.25	139	7.3	3.3	25/Box	
UL2169	201 SS	3/4	19.1	0.030	0.76	6	152	8.4	3.8	25/Box	
UL2179	201 SS	3/4	19.1	0.030	0.76	6.5	165	10.2	4.6	25/Box	
UL2189	201 SS	3/4	19.1	0.030	0.76	7	177	9.8	4.4	25/Box	
UL2199	201 SS	3/4	19.1	0.030	0.76	8	203	11.0	5.0	25/Box	
UL2289	201 SS	3/4	19.1	0.030	0.76	9	228	5.1	2.31	10/Box	

**1/2" bands require M09387 for UL4000 or UL9010 tools.

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0	08/04/20	FINAL CD	NA

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STATE OF ILLINOIS
JOHN M. BANKS
14586
LICENSED ARCHITECT
DATE: 12/28/20 EXP: 11/30/22

PROJECT
PROPOSED SMALL CELL NODE

SITE NAME
CRAN_RCHI_BUFGF_011

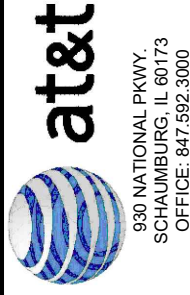
USID
237582

PAGE NUMBER
MRCHI041020

SITE ADDRESS
1000 BUSSE RD.
ELK GROVE VILLAGE, IL 60007

SHEET NAME
AMPHENOL ANTENNA
(ADDITIONAL DETAILS) & STEEL
POLE MOUNTING DETAILS

SHEET NUMBER



930 NATIONAL PKWY.
SCHAUMBURG, IL 60173
OFFICE: 847.592.3000



540 W. MADISON ST.
9TH FLOOR
CHICAGO, IL 60661
WWW.SBCW.COM
312.885.4977



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BARRINGTON, IL 60010
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AE@WESTCHESTERSERVICES.COM

JOHN M. BANKS
ARCHITECT

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BARRINGTON, IL 60010
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JBANKS@WESTCHESTERSERVICES.COM

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STATE OF ILLINOIS
JOHN M. BANKS
LICENSED ARCHITECT
NO. 14586

DATE: 12/28/20 EXP: 1/30/22

PROJECT
PROPOSED SMALL
CELL NODE

SITE NAME
CRAN_RCHI_BUFGF_011

USID
237582

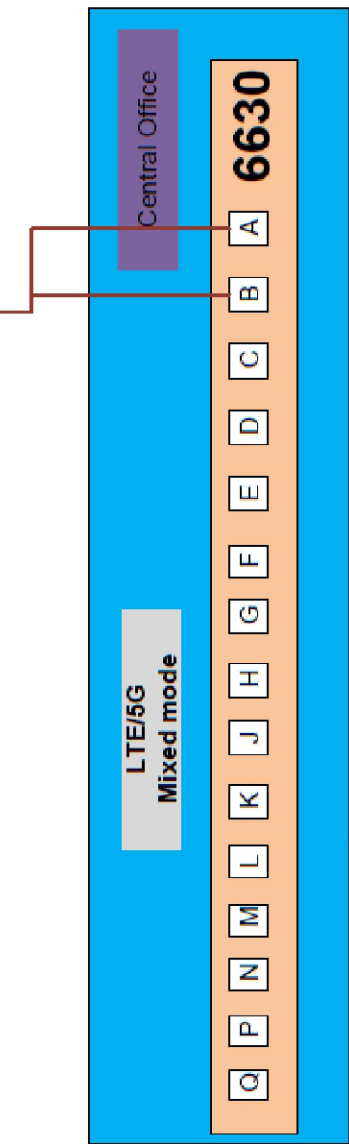
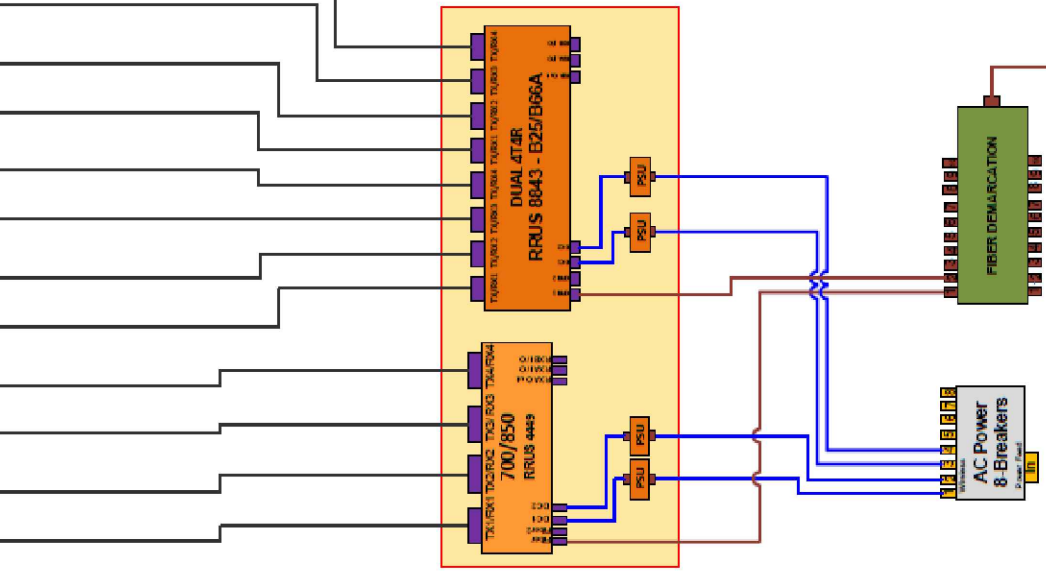
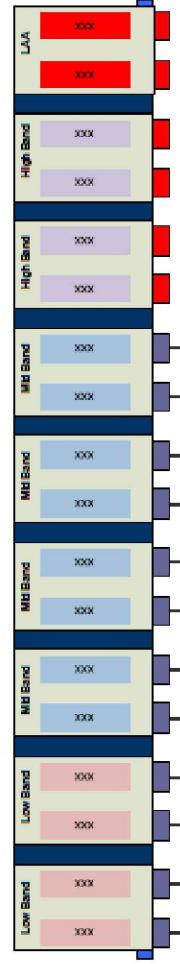
PAGE NUMBER
MRCHI041020

SITE ADDRESS
1000 BUSSE RD.
ELK GROVE VILLAGE, IL 60007

SHEET NAME
RFDS DETAIL

SHEET NUMBER
10 OF 13

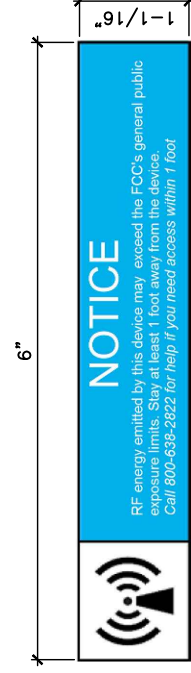
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Location Name - CHICAGO
Market - ILLINOIS/WISCONSIN



2C4U3 MT360X06FxyS0
MULTI BAND | OMNI 1.8 ports | CANISTER
ANTENNA | X-POL | FIXED TILT | 610MM (24.0 IN)



"NO1-DC-16 1"x6" NOTICE DECAL SIGN



VINYL DECAL WITH ADHESIVE BACKING.
AVAILABLE FROM EXCEL SIGN AND ECAL:
PH: (510) 6551-0445

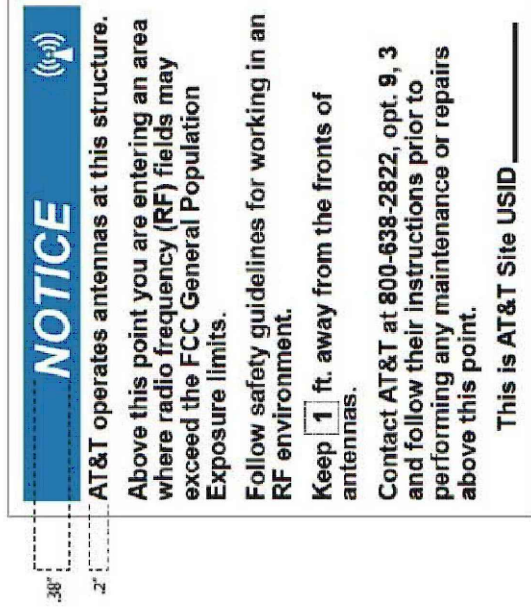
1 NOTICE DECAL SIGN
SCALE: N.T.S.

CRAN NODE RF SIGN PLACEMENT



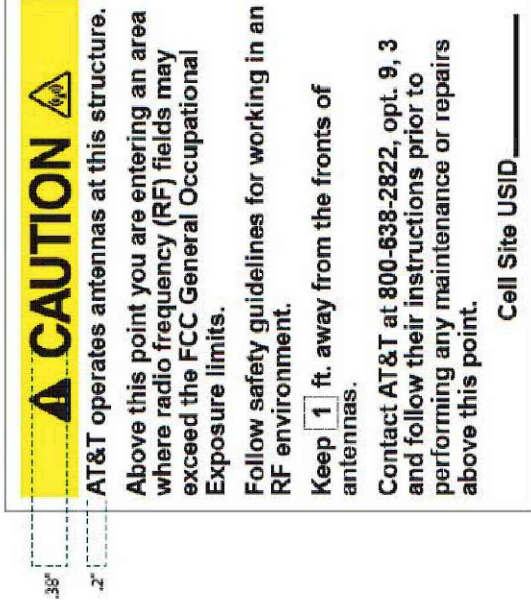
2 CRAN NODE RF SIGN PLACEMENT
SCALE: N.T.S.

CRAN RF NOTICE SIGN



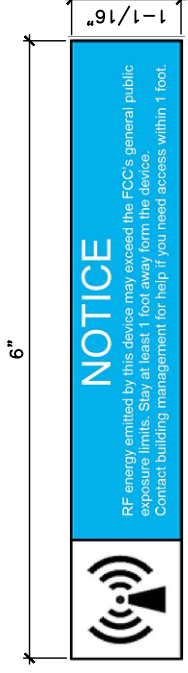
3 CRAN RF NOTICE SIGN
SCALE: N.T.S.

CRAN RF CAUTION SIGN



4 CRAN RF CAUTION SIGN
SCALE: N.T.S.

"NO1-DC-16 1"x6" NOTICE DECAL SIGN



VINYL DECAL WITH ADHESIVE BACKING.
AVAILABLE FROM EXCEL SIGN AND ECAL:
PH: (510) 6551-0445

5 NOTICE DECAL SIGN
SCALE: N.T.S.

CRAN POLE POWER DISCONNECT SIGN



6 CRAN POLE POWER DISCONNECT SIGN
SCALE: N.T.S.

STONEHOUSE RD899 RF NOTICE SIGN



7 RF NOTICE SIGN
SCALE: N.T.S.

NOTE:
LOCATION OF SIGNAGE
SHALL BE APPROVED
BY VILLAGE PRIOR TO
INSTALLATION.

8 NOT USED
SCALE: N.T.S.



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OFFICE: 847.592.3000



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REV	DATE	DESCRIPTION	BY
2	12/28/20	FINAL CD	SH
1	11/10/20	FINAL CD	SH
0	08/04/20	FINAL CD	NA

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DATE: 12/28/20

PROJECT
PROPOSED SMALL
CELL NODE

SITE NAME
CRAN_RCHL_BUFGR_011

USID
237582

PAGE NUMBER
MRCHI041020

SITE ADDRESS
1000 BUSSE RD.
ELK GROVE VILLAGE, IL 60007

SHEET NAME
SIGNAGE DETAILS

SHEET NUMBER

GENERAL NOTES:

- THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.
- THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED IN THE CONTRACT DOCUMENTS.
- PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR(S) SHALL VISIT THE JOB SITE(S) AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED PER THE CONTRACT DOCUMENTS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION CONSTRUCTION/PROJECT MANAGER AND ENGINEER/CONSTRUCTION/PROJECT MANAGER.
- THE CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED ON ANY WORK NOT CLEARLY DEFINED OR IDENTIFIED IN THE CONSTRUCTION DOCUMENTS BEFORE STARTING ANY WORK.
- ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES, INCLUDING APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS. IF THESE RECOMMENDATIONS ARE IN CONFLICT WITH THE CONTRACT DOCUMENTS AND/OR APPLICABLE CODES OR REGULATIONS, REVIEW THE CONFLICT FOR DIRECTIONS WITH THE IMPLEMENTATION CONSTRUCTION/PROJECT MANAGER AND ENGINEER/CONSTRUCTION/PROJECT MANAGER PRIOR TO PROCEEDING.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATION OF ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION CONSTRUCTION/PROJECT MANAGER AND WITH THE AUTHORIZED REPRESENTATIVE OF ANY OUTSIDE POLE OR PROPERTY OWNER.
- THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, SIDEWALKS, ADA RAMPS, VEGETATION, GALVANIZED SURFACE OR OTHER EXISTING ELEMENTS AND UPON COMPLETION OF THE WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF MUNICIPALITY OR PROPERTY OWNER.
- KEEP THE GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH, AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION DAILY.
- PLANS ARE INTENDED TO BE DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED UNLESS OTHERWISE NOTED. RELY ONLY ON ANNOTATED DIMENSIONS AND REQUEST INFORMATION IF ADDITIONAL DIMENSIONS ARE REQUIRED.
- THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCY'S FACILITIES ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST BEYOND WHAT IS NOTED. CONTRACTOR SHALL VERIFY LOCATIONS PRIOR TO START OF CONSTRUCTION AND USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THESE FACILITIES. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF UTILITIES OR OTHER AGENCY'S FACILITIES WITHIN THE LIMITS OF THE WORK, WHETHER THEY ARE IDENTIFIED IN THE CONTRACT DOCUMENTS OR NOT.
- ALL MOUNTS HARDWARE SUCH AS BOLTS, NUTS, LAG CREWS, CLEVIS, CONDUIT STRAPS, STAPLES, (ANYTHING EXPOSED AND CONNECTING EQUIPMENT TO THE POLE) SHALL BE HOT DIPPED GALVANIZED, UNLESS OTHERWISE STATED. ANY DAMAGE CAUSED TO PAINTED AREAS SHALL BE TOUCHED-UP AS REQUIRED.
- THE CONTRACTOR SHALL MAINTAIN AND SUPPLY THE PROJECT MANAGER WITH AS-BUILT PLANS UPON COMPLETION OF THE PROJECT.

ROW POWER CONSTRUCTION NOTES:

- 120/240 POWER OR 120/208 SECONDARY REQUIRED FOR 3-WIRE SERVICE.
- SECONDARY POWER SHALL BE DEPENDANT ON CURRENT AVAILABILITY (@ 3% DROP MIN. 60 AMPS), OR ESTABLISHED BY LOCAL POWER COMPANY DURING ACTUAL POWER WALK.
- POWER ROUTE, WIRE, AND RACEWAY SIZE WILL BE DETERMINED DURING UNDERGROUND OR OVERHEAD ENGINEERING PROCESS.
- GENERAL CONTRACTOR TO REMOVE/CLEAN ALL DEBRIS, NAILS, STAPLES, OR NON-USED VERTICALS OFF THE POLE.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH MUNICIPAL, COUNTY, STATE, AND FEDERAL REGULATIONS.
- CALL JULIE HOTLINE AT (811) 48 HOURS PRIOR TO EXCAVATING.
- ALL LANDSCAPING TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
- ALL EQUIPMENT TO BE BONDED AS REQUIRED BY LOCAL CODES AND CLIENT REQUIREMENTS.
- ALLOW 3' CLEARANCE AT METERING CABINET DOOR OPENING (IF REQUIRED).

STANDARD GROUNDING NOTES:

- GROUND TESTED AT 5 OHMS OR LESS.
- 5/8" X 10' OR 12' ROD, CAD WELD BELOW GRADE.
- MINIMUM #6 GROUND AND BOND WIRE.
- GROUNDS ROD TO BE PLACED (1) WITHIN NEW POLE FOUNDATION AND (1) WITHIN QUAZITE ENCLOSURE.
- ALL GROUND FASTENERS AND RELATED HARDWARE SHALL BE OF STAINLESS STEEL AND DILECTRIC GREASE SHALL BE USED AT ALL CONNECTIONS. ALL GROUNDING MUST MEET OR EXCEED NESC AND CARRIER STANDARDS.
- UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL OF POTENTIAL GROUND TEST FOR APPROVAL. SUBMIT TEST REPORTS TO THE PROJECT MANAGER.

CARRIER CONSTRUCTION NOTES:

- CONTRACTOR IS TO FOLLOW MOST CURRENT CARRIER NADV/STANDARDS DOCUMENTS PROVIDED TO COMPLETE THIS INSTALLATION.
- CONTRACTOR TO REFER TO THE MOST CURRENT CARRIER NADV FOR APPROVED COAXIAL PROVIDERS AND LINE SWEEP TESTING PROCEDURES.
- CONTRACTOR SHALL INCLUDE AT LEAST ONE "ANRITSU" CERTIFIED LINE SWEEP TECHNICIAN ON SITE DURING ANY CARRIER JOB RELATED TO INSTALLATION OR MAINTENANCE OF COAXIAL CABLE, ANTENNAS, T1-LINA, RF CONNECTORS, JUMPERS, OR DIPLEX FILTERS.
- CONTRACTOR SHALL COMPLETE CARRIER PROVIDED "SMALL CELL SWEEP REPORT" WITH ALL INFORMATION FILLED IN ACCURATELY AND COMPLETELY.
- CONTRACTOR TO REFER TO THE MOST CURRENT CARRIER NADV FOR APPROVED "PIM" TEST EQUIPMENT AND GUIDELINES.
- CONTRACTOR IS TO USE BATTERY POWERED "PIM" EQUIPMENT TO VALIDATE THE FINAL LOCATION OF THE COAXIAL JUMPER AND ANTENNA ARE FREE OF INTERNAL AND EXTERNAL "PIM" SOURCES.
- CONTRACTOR SHALL PROVIDE AT LEAST ONE TECHNICAL LEAD THAT IS CERTIFIED AND PROFICIENT IN EXECUTING, INTERPRETING, AND RECORDING "PIM" MEASUREMENTS.
- ALL CABLE AND CABLE EQUIPMENT IDENTIFICATION TAGGING SHALL BE PLASTIC TAGS WITH WAS STRINGS FOR "FIBER" AND "POWER" WITHIN THE QUAZITE ENCLOSURE AND ON THE LIGHT POLE, AND SHALL COMPLY WITH THE LATEST CARRIER STANDARDS.
- THE LOGO PLACARD ON THE COVER OF THE QUAZITE ENCLOSURE SHALL CLEARLY IDENTIFY OWNER.

STANDARD CONDUIT NOTES:

- PLACE 2" GALVANIZED RIGID OR PVC AS REQUIRED BY LOCAL CODES FOR POWER, GROUND AND FIBER APPLICATIONS.
- ALL CONDUIT WILL BE EQUIPPED WITH 3/8" PULL ROPE OR PULL/MULE TAPE.
- ALL FIBER CONDUIT WILL REQUIRE TRACER WIRE.



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OFFICE: 847.592.3000



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WWW.SACV.COM
W I R E L E S S
A NOKIA™ COMPANY



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AE@WESTCHESTERSERVICES.COM

**JOHN M. BANKS
ARCHITECT**

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JBANKS@WESTCHESTERSERVICES.COM

REV	DATE	DESCRIPTION	BY
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1	11/10/20	FINAL CD	SH
0	08/04/20	FINAL CD	NA

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DATE: 12/28/20
PROJECT: PROPOSED SMALL CELL NODE

SITE NAME: CRAN_RCHI_BUFGF_011

USD: 237582

PAGE NUMBER: MRCHI041020

SITE ADDRESS: 1000 BUSSE RD., ELK GROVE VILLAGE, IL 60007

SHEET NAME: GENERAL & SPECIFIC PROJECT NOTES

SHEET NUMBER: 12 OF 13

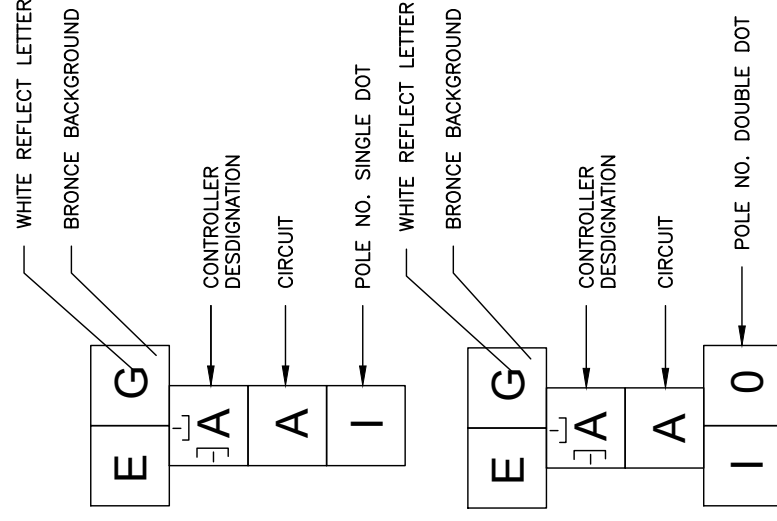
VILLAGE OF ELK GROVE UTILITY PERMIT & VILLAGE NOTES:

UTILITY PERMIT CONDITIONS & VILLAGE NOTES

1. NO WORK SHALL OCCUR UNTIL THE VILLAGE HAS ISSUED A PERMIT AND REQUIRED INSPECTION SHALL BE SCHEDULED 24 HOURS IN ADVANCE. PLEASE CALL 847-357-4220 TO SCHEDULE AN INSPECTION. YOUR PERMIT NUMBER WILL BE REQUIRED AT THIS TIME. THE FOLLOWING ITEMS REQUIRE AN INSPECTION:
 - A. ALL CONCRETE FLATWORK
 - B. ALL ASPHALT WORK
 - C. A FINAL INSPECTION IS REQUIRED FOR ALL PERMITS.
2. ALL UTILITIES SHALL BE INSTALLED BY DIRECTION DRILLING METHOD. NO TRENCHING PERMITTED.
3. ALL DAMAGED PARKWAY LAWN AND UTILITY EASEMENT AREAS SHALL BE RESTORED WITH 4" OF TOPSOIL AND SOD.
4. PRIOR TO, AND IMMEDIATELY AFTER DIRECTIONAL DRILLING THE CONTRACTOR SHALL MEET WITH THE ELK GROVE VILLAGE PUBLIC WORKS DEPARTMENT (847-734-8800) ON-SITE TO VERIFY STREET LIGHTS ARE FUNCTIONING PROPERLY.
5. UTILITIES SHALL BE PLACED A MINIMUM OF 30" BELOW THE SURFACE WITHIN THE RIGHT-OF-WAY AND 24" ON PRIVATE PROPERTY OR WITHIN THE PUBLIC UTILITY EASEMENTS.
6. UTILITIES ARE NOT PERMITTED TO BE IN INSTALLED BELOW THE ROADWAY EXCEPT WHERE CROSSING A ROADWAY.
7. UTILITIES SHALL BE PLACED A MINIMUM OF 5' HORIZONTALLY AWAY FROM ALL VILLAGE WATER MAIN, STORM SEWER, OR SANITARY SEWER, AND 3' HORIZONTALLY AWAY FROM VILLAGE ELECTRIC.
8. NO "POTHOLING" OR OPEN CUTTING OF ANY PAVEMENT ALLOWED WITHOUT PRIOR APPROVAL BY THE VILLAGE.
9. SNOW FENCE OR TYPE 1 BARRICADES SHALL BE REQUIRED AROUND ALL OPEN EXCAVATIONS. PLASTIC SAFETY TAPE IS NOT APPROVED FOR USE AROUND OPEN EXCAVATIONS.
10. THE MAXIMUM ALLOWABLE HANDHOLE SIZE WITHIN RESIDENTIAL AREAS IS 17" X 24", OUTSIDE OF RESIDENTIAL AREAS IS 24" X 36" AT GRADE. (CHANNEL SHUTTER BOX SERIES SGLB 2436 OR APPROVED EQUAL).
11. THE MAXIMUM ALLOWABLE MANHOLE / VAULT FRAME AND LID DIAMETER IS 26".
12. UTILITIES MARKERS ARE NOT ALLOWED IN THE VILLAGE OF ELK GROVE.
13. EXISTING LUMINAIRE MUST BE SALVAGED AND RETURNED TO THE VILLAGE OF ELK GROVE VILLAGE.
14. NOTICE SHALL BE PROVIDED TO THE VILLAGE PRIOR TO THE START OF CONSTRUCTION.

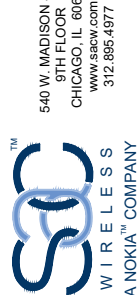
NOTE:
TO CONFIRM THE COLOR, SEND OVER PHOTOS OF A FEW COLOR OPTIONS HELD UP AGAINST THE EXISTING POLE.

POLE NUMBER DETAIL:



GENERAL NOTES:

1. ILLINOIS DEPARTMENT OF TRANSPORTATION CONDITIONS TO BE FOLLOWED.
2. INSTALLATION, RESTORATION, TEMPORARY LIGHTING AND CONNECTION OF ELK GROVE VILLAGE LIGHTING TO BE PER ELK GROVE VILLAGE PUBLIC WORKS AND LEASE AGREEMENT REQUIREMENTS.



**JOHN M. BANKS
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BARRINGTON, IL 60010
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REV	DATE	DESCRIPTION	BY
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DATE: 12/28/20

PROJECT	PROPOSED SMALL CELL NODE
SITE NAME	CRAN_RCHI_BUFG_011
USID	237582
PAGE NUMBER	MRCHI041020
SITE ADDRESS	1000 BUSSE RD. ELK GROVE VILLAGE, IL 60007
SHEET NAME	GENERAL & SPECIFIC PROJECT NOTES
SHEET NUMBER	13 OF 13

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A GIS CONSORTIUM SERVICE PROVIDER CONTRACT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND MUNICIPAL GIS PARTNERS, INCORPORATED

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:

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said 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 _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “*Contract*”) made and entered into this 1st day of January, 2021 (the “*Effective Date*”), by and between Elk Grove Village, an Illinois municipal corporation (hereinafter referred to as the “*Municipality*”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “*Consultant*”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“*GISC*”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “*Services*”) in connection with the Municipality’s geographical information system (“*GIS*”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as *Attachment 1* (“*Statement of Work*”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, substantially in the form attached hereto as *Exhibit A*.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the [*CITY/MUNICIPALITY MANAGER*] or his designee (hereinafter referred to as the "*Municipality Manager*") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

4.2 Service Rates. The service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for 3 year(s) (the “*Initial Term*”).

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a “*Renewal Term*”).

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or

subcontractors (“*Consultant Personnel*”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. For purposes of this Contract, the term "Consultant" shall be deemed to refer to the Consultant and also to refer to all subcontractors of the Consultant.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant’s business.

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

(a) Office space for the Consultant’s Personnel and periodic guests. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant’s Personnel and periodic guests;

- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the Internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data, record, which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all Municipality GIS assets that permit the Consultant to continue services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GIS Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("**Confidential Information**"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice

to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within five (5) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date. Unless expressly excluded by this Contract, the warranty expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Municipality.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in *Attachment 2* to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Act*"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Applicable Regulations*")) of minorities and women in the areas from

which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties.

Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender’s receipt of an acknowledgment from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgment).

If to Municipality: Elk Grove Village
Brian Southey
901 Wellington Ave.
Elk Grove Village, IL 60007
Attention: Brian Southey
E-mail: bsouthey@elkgrove.org

If to Consultant: Municipal GIS Partners, Incorporated
Thomas A. Thomey
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the

party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "*Force Majeure*"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

ELK GROVE VILLAGE

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas Thomey
Its: President and General Manager

Attachment 1

Statement of Work to GIS Consortium Service Provider Contract

1) General Purpose. The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) Service Types. The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) Services. The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality, either physically on-site or remotely (when the health and/or safety of the Site Analyst may be compromised as reasonably determined by the Consultant after consultation with the Municipality with respect to its need). The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

B. The Shared Analyst provides technical support to the Site Analyst and the Municipality including trouble-shooting and project implementation. The Shared Analyst is responsible for developing, testing, and managing the GISC shared solutions including the standard data model and processes, centralized databases, and software applications.

C. The Client Account Manager is responsible for the coordination and operation of the program for the Municipality including leadership alignment and reporting, planning and budgeting, resource allocation, and performance management.

D. The Manager is responsible for the overall GISC program including the development and implementation of new shared opportunities based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the “**Board**”) of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the “**Proposal**”) to the Board for approval every year on or about July 31st. Upon the Board’s approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI¹ measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 1,318 hours of Site Analyst
2. 261 hours of Shared Analyst
3. 132 hours of Client Account Manager
4. 65 hours of Manager

B. Service Rates

¹For purposes of this Contract, “CPI” shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.

1. \$91.15 per hour for Site Analyst
2. \$91.15 per hour for Shared Analyst
3. \$106.90 per hour for Client Account Manager
4. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$166,747.00.

Total Not-to-Exceed Amount for Services (Figures): one hundred sixty-six thousand seven hundred forty-seven and 00/100 dollars.

Attachment 2

To GIS Consortium Service Provider Contract

Insurance

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

Exhibit A

SAMPLE Form of Supplemental Statement of Work

Pursuant to and in accordance with Sections 1.2 and 12.10 of that certain GIS Consortium Service Provider Contract dated [INSERT DATE] (the “Contract”) between the _____ of _____ (the “Municipality”) and Municipal GIS Partners, Incorporated (the “Consultant”) hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK (“SSOW”):

1. Description of Additional Services:

[None] or [Describe new services being provided or no longer being provided. Note if Supplemental Statement of Work is intended to replace a previously approved and effective Statement of Work]

2. Project Schedule/Term:

[Insert date by which supplemental work must be commenced and completed with any appropriate milestones]

3. Projected Utilization: [Insert rate effective dates]

- H. _____ hours of Site Analyst
- I. _____ hours of Shared Analyst
- J. _____ hours of Client Account Manager
- K. _____ hours of Manager

4. Service Rates: [Insert rate effective dates]

- L. \$_____ per hour for Site Analyst
- M. \$_____ per hour for Shared Analyst
- N. \$_____ per hour for Client Account Manager
- O. \$_____ per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers) : \$[INSERT]

Total Not-to-Exceed Amount for Services (Figures) : [INSERT]

In the event of any conflict or inconsistency between the terms of this SSOW and this Contract or any previously approved SSOW, the terms of this SSOW will govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of this Contract and this SSOW shall be governed

and controlled by this Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in this Contract.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST: Municipality of _____

Municipality Clerk

By: _____
[*MUNICIPALITY/CITY*] Manager

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: _____
Its: _____

By: _____
Its: _____

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018 FOR CERTAIN REAL ESTATE LOCATED AT 330 CROSSEN 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 330 Crossen Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-27-200-039-0000, 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 330 Crossen Avenue, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-27-200-039-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 2 IN PAGNI'S SECOND ADDITION TO ELK GROVE VILLAGE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-27-200-039-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

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

- a. Update the façade with removal of shingle faced with new paneling;
- b. New LED lighting;
- c. Decorative awnings over each doorway;
- d. Replace the main dock and all concrete aprons to Village Code;
- e. Repave and stripe parking lot and side drives;
- f. Paint all bollards and dock doors to match and install a new guard rail.

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 _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Exhibit A



**Special circumstances requested by IC Properties LLC, or an entity to be named
330 Crossen Ave., Elk Grove Village, Illinois (PINs: 08-27-200-039-0000)**

IC Properties LLC, or an entity to be named, (“Applicant”) is requesting a Resolution supporting and consenting to a Class 6b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances and substantial rehabilitation. The Applicant plans on purchasing the subject property and rehabilitating the same in order to lease to warehousing, manufacturing and/or distribution users.

The subject property consists of an approximately 39,160 square foot site with a roughly 19,281 square foot building that has been 100% vacant and unused since January 1, 2020. The property is in need of substantial rehabilitation. Therefore, the Applicant plans to spend approximately \$200,000 to \$300,000 to immediately rehabilitate and improve the subject property. Based on initial inspections these improvements will be to update the landscaping, update/improve the façade, update the existing monument sign, reconstruct the existing dock drive and apron per Elk Grove Village standards, add new exterior lighting, add a new guardrail, add a new metal overhang, update the sidewalk, repair and seal coat and stripe the parking lot and drive as necessary as well as to complete other general maintenance. Please note that all of the rehabilitation costs could significantly vary depending on a variety of factors such as market variances. Further inspections of the subject property may require additional improvements. The rehabilitation will create approximately 10 to 20 construction jobs.

The Applicant will be marketing the subject property to industrial users and expects that a fully occupied site will have anywhere from 20 to 40 jobs. Elk Grove Village can also expect that industrial users at the subject property and their employees will invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, Elk Grove Village can expect that industrial users at the subject property will attract business and various customers to the Village in the course of their operations.

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

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018 FOR CERTAIN REAL ESTATE LOCATED AT 1001 FARGO 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 1001 Fargo Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-27-303-038-0000, 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 1001 Fargo Avenue, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-27-303-038-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the

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

LOT 283 IN CENTEX INDUSTRIAL PARK 163 UNIT, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED JUNE 22, 1972 DOCUMENT NUMBER 21949598.

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

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-27-303-038-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

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

- a. Update the façade, landscaping and signage improvements;
- b. Replacement of concrete aprons according to Village standards; and
- c. Reconstruct the parking lot adding storm water detention.

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 _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Exhibit A

Special Circumstances

Since the subject property will not be 100% vacant and unused for 24 months or more as of the Contract Closing Date (estimated), in order to qualify for a class 6b, it would need to fall under the special circumstances. The subject property has special circumstances, which have made it difficult to sell and/or lease, such as the fact that a portion of the building is taken up by a mezzanine area that can only be used as office space. If more space is needed, the mezzanine area would need to be removed which may result in no office space in this building. This floorplan would be less desirable for any potential buyer that needs a large warehouse. Additionally, the subject is 46-years old and very little maintenance/remodeling has been done on this building, making it less desirable to many buyers looking for a newer building with higher ceilings and a more modern layout. Lastly, the entire fire sprinkler system needs to be replaced which is a substantial cost for any new owner.

As stated above, the sales contract is contingent upon the Village Board passing a resolution in support of the Class 6b tax incentive for this property. The purchase and re-occupancy of this building by the Applicant is not economically feasible and sustainable without an approved Class 6B tax incentive. Most potential buyers and/or tenants are considering locations nearby but outside of Cook County that have much lower real estate taxes, making it unlikely for the property to be re-occupied without a 6b tax incentive.

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 1951 LANDMEIER ROAD, 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 1951 Landmeier Road, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-26-304-053-0000, 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 1951 Landmeier Road, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-26-304-053-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 1 (EXCEPT THE NORTH 10.00 FEET THEREOF) IN MCKONE'S RESUBDIVISION IN ELK GROVE VILLAGE, BEING A RESUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index 08-26-304-053-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

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

- a. Update the Façade with new windows;
- b. Update the landscaping and signage;
- c. Removal of the dock drive on Landmeier Road and replace the driveway apron.

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 _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Exhibit A

SARNOFF BACCASH

**Special circumstances requested by BV Enterprises LLC, Series J
1951 Landmeier Rd., Elk Grove Village, Illinois (PINs: 08-26-304-053-0000)**

BV Enterprises LLC, Series J ("Applicant") is requesting a Resolution supporting and consenting to a new Class 6b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances and substantial rehabilitation. The Applicant plans to purchase the subject property and rehabilitate the same for its related entities, BV USA LLC and BV USA Enterprises, Inc., to occupy for their respective industrial operations. BV USA LLC warehouses and distributes surveillance systems, including cameras, recorders and other accessories. BV USA Enterprises, Inc. warehouses and distributes bicycle accessories, pet supplies and home improvement products.

The subject property consists of an approximately 80,170 square foot site with a roughly 41,225 square foot building that has been 100% vacant and unused since November 30, 2019. The property is in need of substantial rehabilitation. Therefore, the Applicant plans to spend approximately \$300,000 to immediately rehabilitate and improve the subject property. Based on initial inspections these improvements will be to update the landscaping, update/improve the façade, add new signage, improve the parking lot, install LED lights in the parking lot and open the windows in front of the property as well as to complete other general maintenance. There will also be interior improvements, which will be known after further inspections. Please note that all of the rehabilitation costs could significantly vary depending on a variety of factors such as market variances. Further inspections of the subject property may require additional improvements. The rehabilitation will create approximately 5 to 10 construction jobs.

BV USA LLC and BV USA Enterprises, Inc. both currently lease and occupy approximately 12,000 square feet at 1680 Carmen Dr. in Elk Grove Village. BV USA LLC and BV USA Enterprises, Inc. are growing and need to expand their operations, and therefore, both plan to move their entire operations to the subject property. As a result, BV USA LLC and BV USA Enterprises, Inc. plan to bring all 20 of their collective employees (all full-time) to the subject property and plan to hire an additional 10 to 15 employees as soon as possible and more depending on growth. Additionally, BV USA LLC and BV USA Enterprises, Inc. will look to hire all qualified Elk Grove Village residents for future hires.

Elk Grove Village can also expect that BV USA LLC and BV USA Enterprises, Inc. and their employees will continue to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, Elk Grove Village can expect that BV USA LLC and BV USA Enterprises, Inc. will continue to attract business and various customers to the Village in the course of their operations. We also note that BV USA LLC and BV USA Enterprises, Inc. generated approximately \$90,000 annual sales tax revenue in 2020, which is expected to grow in the future at the subject property.

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

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018 FOR CERTAIN REAL ESTATE LOCATED AT 1400 GREENLEAF 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 1400 Greenleaf Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-34-205-018-0000, 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 1400 Greenleaf Avenue, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-34-205-018-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 248 IN CENTEX INDUSTRIAL PARK UNIT NO. 136, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-34-205-018-0000. 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. Façade, landscaping and signage improvements;
- b. Replacement of all concrete aprons according to Village standards; and
- c. Reconstruct the parking lot adding a storm water detention.

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 _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

EXHIBIT A



Special Circumstances

1400 Greenleaf Avenue, Elk Grove Village, IL 60007
PIN: 08-34-205-018-0000

CHP 1400 Greenleaf, LLC (the "Applicant") will be the title holder of the above referenced property (the "Subject Property"), and is requesting a Resolution from Elk Grove Village supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on re-occupancy of vacant property for less than 24 continuous months vacancy with a purchase for value, special circumstances and substantial rehabilitation. The current occupant is in a wind-down period, and the Subject Property will be 100% vacant and unused at the transfer of title. The Applicant currently owns the property located at 1250-1350 Greenleaf Avenue, and plans to improve the Subject Property to the same standards.

The Subject Property is approximately 46 years old and currently consists of an approximately 56,500 square foot industrial building located on a 101,630 square foot site. The property has a ceiling height of 18' 6" with three (3) interior docks and one (1) drive in door. The Applicant plans to substantially rehabilitate the property with approximately \$500,000 - \$1,000,000 in improvements and lease the property to a suitable industrial user. The Applicant also expects to the eventual user to invest money into the property to for any tenant specific needs.

A number of Special Circumstances exist for this property. First, the Subject Property has not been vacant for over 24 continuous months. The current owner of the Subject Property has been in a wind-down period, and the facility will be 100% vacant and unused at closing. Without the incentive with special circumstances, the property would likely sit vacant and unused until it hits 24 continuous months vacancy required for the incentive without special circumstances. Based on the increasing Cook County tax burden, industrial properties without a tax incentive are at a distinct disadvantage, especially in Elk Grove Village.

The 2020 effective tax rate of 24.35% and Cook County's 25% level of assessment for Industrial properties puts a massive strain on any developer or tenant interested in the Property. By allowing the property to sit vacant for the additional months needed for reoccupation without special circumstances, the Village would lose significant property tax revenue for 2020 and 2021, potential employment and other economic and societal benefits resulting from the increased employment.

Lastly, due to the unforeseen circumstances posed by the COVID-19 Virus, the Applicant needs the assistance and savings from the 6b tax incentive in order to substantially rehabilitate

the property. In order to get the property ready to lease, the Applicant will be required to spend over \$500,000 on repairs, new systems and code issues. Please see the enclosed interior pictures of the recent walk-through which identified 82 issues. While some industrial developers are slowing down, the Applicant is continuing to develop vacant, functionally obsolete buildings and get them occupied with quality industrial users. With the inevitable economic slowdown and potential of a second wave of the virus, the Applicant will be unable to close and renovate the Subject Property, and may be required to look outside of the particular municipality, County or State for relief.