



ADDENDUM REGULAR VILLAGE BOARD MEETING

July 20, 2021
5:00 PM

6. CONSENT AGENDA

- z. Consideration to grant a variation from the Municipal Code, Section 8-12B-1-1D, Easements, to permit the installation of structural fence pillars which will encroach six feet (6') south into the south twenty-five foot (25') front yard public utility and drainage easement and one foot (1') west into the west twenty-five foot (25') public utility and drainage easement at 800 E. Devon Avenue.

(The property owner is seeking a variation to construct structural fence pillars within the front yard public utility and drainage easements. Comcast, AT&T, Nicor, and ComEd have written letters granting permission to encroach upon the easements.

(The Community Development Department has field checked this location for conflicts with Village-owned utilities within the easements. There is a Village water main located within the south easement which will not be adversely impacted by the installation of the fence pillars and there will be no negative impact on drainage.

(The Director of Community Development recommends approval.)

- aa. Consideration to adopt Resolution No. 38-21 authorizing the Mayor and Village Clerk to execute a Memorandum of Agreement between the Elk Grove Village Police Department and Gateway Foundation, Inc.

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

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

(This Memorandum of Agreement will renew the current agreement through June 30, 2022.

(The Chief of Police recommends approval.)

- bb. Consideration to adopt Resolution No. 39-21 authorizing the Mayor and Village Clerk to execute a Memorandum of Agreement between the Village of Elk Grove Village Police Department and Leyden Family Services (SHARE), Inc.

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

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

(This Memorandum of Agreement will renew the current agreement through June 30, 2022.

(The Chief of Police recommends approval.)

- cc. Consideration to adopt Resolution No. 40-21 authorizing the Mayor and Village Clerk to execute a Memorandum of Agreement between the Village of Elk Grove Village Police Department and A Bridge Back, Inc.

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

(The Attached Memorandum of Agreement between the Elk Grove Village Police Department and A Bridge Back, Inc. outlines the responsibilities of each party regarding the addiction recovery process.

(The Chief of Police recommends approval.)

- dd. Consideration to adopt Resolution No. 41-21 authorizing the Mayor and Village Clerk to execute a TIF Reimbursement and Redevelopment Agreement between the Village of Elk Grove Village and EGTP Lot 2, LLC (Higgins Corridor Redevelopment Project Area).

(This is a redevelopment agreement between the Village of Elk Grove Village and EGTP Lot 2, LLC.

(This agreement provides for EGTP Lot 2, LLC. to develop a Hilton Home2 hotel on Lot 2 of the Elk Grove Technology Park Subdivision.)

- ee. Consideration to adopt Resolution No. 42-21 authorizing the Mayor and Village Clerk to execute a Lease Termination Agreement between the Village of Elk Grove Village and Microsoft Corporation for property at 1000 Oakton Street.

(This agreement provides for the termination of the lease for the existing cell tower on the property of the former fire station on Oakton.)

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.

RESOLUTION NO. _____

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

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

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

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

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

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

VOTE: AYES _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

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

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

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

A. Services provided by Gateway on-site include:

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

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

With signed written authorization by the client,

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

C. Elk Grove Village Police Department agrees to reimburse Gateway \$396.00 per day for participants whom do not have third-party commercial insurance, Medicaid or who are ineligible for Division of Substance Use Prevention and Recovery (SUPR) benefits. In the event Gateway receives State rates for residential substance abuse treatment services that exceed the rate set forth in this agreement, the contract rate shall be increased upon

thirty (30) days' notice from Gateway to Elk Grove Village Police Department. Gateway agrees if the Elk Grove Village Police Department referral is currently covered by Medicaid, or commercial insurance, or meets the SUPR eligibility requirements, then in that event, Medicaid, SUPR or the commercial insurance will be billed first for covered services, subject to applicable laws. The Elk Grove Village Police Department funds will be available for those Elk Grove Village Police Department participants who have no third party coverage or who have exhausted other third party coverage. Community Law Enforcement Partnership for Deflection and Addiction Treatment Act Grant funds will be available to fulfill the financial obligations of the Elk Grove Village Police Department during the period November 1, 2021 through June 30, 2022. Invoices submitted to the Elk Grove Village Police Department will include the participants name and dates of services.

- D. Gateway is a "Part 2 Program" as defined by the Confidentiality of Substance Use Disorder Patient Records regulations at Title 42 of the Code of Federal Regulations (C.F.R.) Part 2 (42 C.F.R. Part 2) and complies with the provisions of 42 C.F.R. Part 2. Information that would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder is protected under federal law/42 C.F.R. Part 2. In receiving any protected information, Elk Grove Village Police Department agrees that they are fully bound by the provisions of 42 C.F.R. Part 2. Elk Grove Village Police Department shall not disclose or redisclose information identifying an individual as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2.
- E. In order to improve case coordination, Gateway will attempt to obtain the consent of a participant to disclose his or her information to the Elk Grove Village Police Department Social Worker.
- F. Acceptance of referrals shall be based on current admission policies and procedures of Gateway and the availability of beds. Continued stay shall be based on Gateway's criteria. Individuals who are determined by Gateway to have the ability to pay for services, through insurance, self-pay, or Medicaid, will be required to pay Gateway for their treatment.
- G. Gateway reserves the right to immediately terminate a client for violation of program rules, but shall advise Elk Grove Village Police Department at the time of termination so that Elk Grove Village Police Department can make arrangements to pick up the client, if necessary. Otherwise, at the completion of a client's treatment, Gateway will work with client on the discharge plan and coordinating transportation.
- H. Gateway shall, at its own expense, procure and maintain professional and comprehensive general liability insurance with limits of not less than \$1 million per occurrence or \$3 million in aggregate.

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

This Agreement for Services shall commence on July 1, 2021 and shall terminate on June 30, 2022.

[Signature page to follow]

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

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

By: _____

Title: _____

Date: _____

Attest:

By: _____

Title: _____

Date: _____

Gateway Foundation, Inc.

By: 

Title: President & CEO

Date: 7/13/2021

Attest:

By: Aimee E. McGee

Title: Program Support Manager

Date: 7/13/2021

RESOLUTION NO. _____

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

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

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

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

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

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

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

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

A. Services provided by Leyden Family Services include:

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

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

With signed written authorization by the client,

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

D. Elk Grove Village Police Department agrees to reimburse Leyden Family Services \$325.00 per day for participants whom do not have third-party commercial insurance, Medicaid or who are ineligible for Division of Substance Use Prevention and Recovery (SUPR) benefits. Maximum contract amount \$50,375.00. In the event Leyden Family Services receives State rates for residential substance abuse treatment services that exceed

the rate set forth in this agreement, the contract rate shall be increased upon thirty (30) days' notice from Leyden Family Services to Elk Grove Village Police Department. Leyden Family Services agrees if the Elk Grove Village Police Department referral is currently covered by Medicaid, or commercial insurance, or meets the SUPR eligibility requirements, then in that event, Medicaid, SUPR or the commercial insurance will be billed first for covered services, subject to applicable laws. The Elk Grove Village Police Department funds will be available for those Elk Grove Village Police Department participants who have no third party coverage or who have exhausted other third party coverage. Community Law Enforcement Partnership for Deflection and Addiction Treatment Act Grant funds will be available to fulfill the financial obligations of the Elk Grove Village Police Department during the period November 1, 2021 through June 30, 2022. Invoices submitted to the Elk Grove Village Police Department will include the participants name and dates of services.

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

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

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

This Agreement for Services shall commence on July 1, 2021 and shall terminate on June 30, 2022.

[Signature page to follow]

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

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

By: _____

Title: _____

Date: _____

Attest:

By: _____

Title: _____

Date: _____

Leyden Family Services, Inc.

By: Oliver W. Sunk

Title: CEO

Date: 7/7/2021

Attest: Fred St. Ward.
By: Fred St. Ward.
Title: Administrative Asst
Date: 7/7/2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE POLICE DEPARTMENT AND A BRIDGE BACK, INC.

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

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

**MEMORANDUM OF AGREEMENT
BETWEEN
ELK GROVE VILLAGE POLICE DEPARTMENT
AND
A BRIDGE BACK, INC.**

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN
ELK GROVE VILLAGE POLICE DEPARTMENT
AND
A BRIDGE BACK, INC.**

The Elk Grove Village Police Department located at 901 Wellington Ave, Elk Grove Village, IL 60007 and A Bridge Back administrative offices located at 314 McHenry Rd, Buffalo Grove, IL 60089 enter into this Agreement for Services to establish coordination of inpatient treatment services for Elk Grove Village Police Department referrals. A Bridge Back and Elk Grove Village Police Department agree to the following:

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

A. Services provided by A Bridge Back include:

- Behavioral Health Screen to Determine Eligibility (\$105.54)
- Psychiatric Diagnostic Evaluation (\$87.60)
- Individual/Family Psychotherapy (\$66.92 for 60 minutes)
- Group Therapy (\$25.36 per hour)
- Case Management (\$55.00 per hour)
- Detoxification (M.A.T) - (\$250.00 initial visit + \$150.00 each follow up visit)
- Transitional Housing/Lodging (\$175 per week and does not include meals)

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

With signed written authorization by the client,

- Participate in case staffing;
- Provide pertinent information related to the participant's involvement with the Elk Grove Village Police Department relevant to treatment decisions;
- Participate in site visits when requested; and
- If required, the Elk Grove Village Police Department will reimburse up to two (2) weeks cost for Transitional Housing/Lodging.
- Confirm Elk Grove Village Police Department's payment obligations set forth in Paragraph C. below.

C. Elk Grove Village Police Department agrees to reimburse A Bridge Back up to \$500 weekly for participants whom do not have third-party commercial insurance, Medicaid or who are ineligible for Division of Substance Use Prevention and Recovery (SUPR) benefits. In the event A Bridge Back receives State rates for residential substance abuse treatment services that exceed the rate set forth in this agreement, the contract rate shall be increased upon thirty (30) days' notice from A Bridge Back to Elk Grove Village

Police Department. A Bridge Back agrees if the Elk Grove Village Police Department referral is currently covered by Medicaid, or commercial insurance, or meets the SUPR eligibility requirements, then in that event, Medicaid, SUPR or the commercial insurance will be billed first for covered services, subject to applicable laws. The Elk Grove Village Police Department funds will be available for those Elk Grove Village Police Department participants who have no third party coverage or who have exhausted other third party coverage. Community Law Enforcement Partnership for Deflection and Addiction Treatment Act Grant funds will be available to fulfill the financial obligations of the Elk Grove Village Police Department during the period November 1, 2021 through June 30, 2022. Invoices submitted to the Elk Grove Village Police Department will include the participants name and dates of services.

- D. A Bridge Back is a "Part 2 Program" as defined by the Confidentiality of Substance Use Disorder Patient Records regulations at Title 42 of the Code of Federal Regulations (C.F.R.) Part 2 (42 C.F.R. Part 2) and complies with the provisions of 42 C.F.R. Part 2. Information that would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder is protected under federal law/42 C.F.R. Part 2. In receiving any protected information, Elk Grove Village Police Department agrees that they are fully bound by the provisions of 42 C.F.R. Part 2. Elk Grove Village Police Department shall not disclose or redisclose information identifying an individual as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2.
- E. In order to improve case coordination, A Bridge Back will attempt to obtain the consent of a participant to disclose his or her information to the Elk Grove Village Police Department Social Worker.
- F. Acceptance of referrals shall be based on current admission policies and procedures of A Bridge Back and the availability of beds. Continued stay shall be based on A Bridge Back's criteria. Individuals who are determined by A Bridge Back to have the ability to pay for services, through insurance, self-pay, or Medicaid, will be required to pay A Bridge Back for their treatment.
- G. A Bridge Back reserves the right to immediately terminate a client for violation of program rules, but shall advise Elk Grove Village Police Department at the time of termination so that Elk Grove Village Police Department can make arrangements to pick up the client, if necessary. Otherwise, at the completion of a client's treatment, A Bridge Back will work with client on the discharge plan and coordinating transportation.
- H. A Bridge Back shall, at its own expense, procure and maintain professional and comprehensive general liability insurance with limits of not less than \$1 million per occurrence or \$3 million in aggregate.

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

This Agreement for Services shall commence on July 1, 2021 and shall terminate on June 30, 2022.

[Signature page to follow]

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

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

By: _____

Title: _____

Date: _____


Attest:

By: _____

Title: _____

Date: _____

A Bridge Back, Inc.

By: 
Lucien Izraylov

Title: Clinical Director

Date: 7/14/21

Attest: 

By: Kayla Skonieczke

Title: Administrative Ad.

Date: 7/14/21

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A TIF REIMBURSEMENT AND REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND EGTP LOT2, LLC (HIGGINS CORRIDOR REDEVELOPMENT AREA)

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

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

TIF REIMBURSEMENT AND REDEVELOPMENT AGREEMENT

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

TIF REIMBURSEMENT AND REDEVELOPMENT AGREEMENT

THIS TIF REIMBURSEMENT AND REDEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2021 by and between the Village of Elk Grove, an Illinois home-rule municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and EGTP Lot 2, LLC, a Illinois limited liability company ("Developer"). The Village and Developer are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

A. The Village is a home-rule municipality pursuant to Article VII, Section 6 of the Illinois Constitution with all powers and authority afforded thereby.

B. Pursuant to the terms of a Redevelopment Plan entitled "Higgins Corridor Tax Increment Financing Redevelopment Plan and Project," dated July, 2017 ("Redevelopment Plan") the Village designated a certain area within its municipal limits for redevelopment and revitalization ("Higgins Corridor Redevelopment Project Area").

C. Included in the Redevelopment Plan is an eligibility report, outlining conditions which warrant the designation of portions of the area as an improved "conservation area" and a vacant "Blighted Area" as those terms are defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act").

D. The Village is desirous of having properties within the Higgins Corridor Redevelopment Project Area redeveloped and revitalized in order to strengthen the Village's economic base and enhance the quality of life of the Village as a whole.

E. The Village is authorized under the provisions of the Act and its home rule authority to reimburse Developer for certain eligible costs using tax increment financing ("TIF") as set forth in the Act.

F. To stimulate the redevelopment of the Area, and pursuant to the Act, on November 14, 2017, the corporate authorities of the Village passed the following ordinances: (1) Ordinance No. 3530, "An Ordinance Approving the Village of Elk Grove Village Higgins Corridor Tax Increment Financing Development Plan and Project"; (2) Ordinance No. 3531, "An Ordinance Designating the Village of Elk Grove Village Higgins Corridor Redevelopment Project Area"; (3) Ordinance No. 3532, "An Ordinance Adopting Tax Increment Financing for the Village of Elk Grove Village, Cook County, Illinois, in Conjunction with the Designation of the Village of Elk Grove Village Higgins Corridor TIF Redevelopment Project Area" (the ordinances, together with the exhibits appended thereto, are sometimes hereinafter collectively referred to as the ("TIF Ordinances").

G. On January 19, 2018 the Village approved an Annexation Agreement for the Elk Grove Technology Park Subdivision, setting forth various terms for development of the property within the Elk Grove Technology Park Subdivision.

H. Developer has purchased Lot 2 in the Elk Grove Technology Park Subdivision, as amended, which is more fully described in Exhibit A attached hereto (the "Property"). Developer proposes to develop a Hilton Home2 hotel (the "Hotel") on the Property.

I. Developer has estimated that the acquisition of the Property and the construction of a hotel (collectively, the "Project") will result in significant private investment, create additional revenue and employment opportunities for the Village and its residents, and provide needed hotel space for visitors to the Technology Park and other businesses in the Village's business park.

J. The Village has the authority to promote the health, safety and welfare of its inhabitants, to prevent the onset of blight while instituting conservation measures, to encourage private development in order to enhance the local tax base, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

K. This Agreement has been submitted to the corporate authorities of the Village for consideration and review and they have determined that the completion of the Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan. The Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon it according to its terms.

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

I
RECITALS PART OF AGREEMENT

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

II
MUTUAL ASSISTANCE

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

III
REDEVELOPMENT PROJECT

3.01 Hotel.

Developer hereby represents and agrees that it will construct a Hilton Home2 ("Hotel") on the Property consisting of approximately Seventy-Nine (79) rooms, along with all necessary parking areas, landscaping and outdoor amenities. To complete the Project as contemplated herein, Developer shall invest not less than Eight Million Dollars (\$8,000,000) in private funds. Any necessary substitution of the brand of the Hotel by Developer shall be reasonably agreed to by the

Village in writing. Developer states that it has secured a Franchise Agreement from Hilton Home2 for the Property.

Developer shall construct the Project in accordance with the site plan and architectural drawings, which have been approved by the Village and which are attached hereto as Exhibit B (collectively the "Working Drawings and Specifications"). No deviation from the Working Drawings and Specifications may be made without the Village's prior written approval. If Developer submits and the Village approves revised design development drawings and specifications after the date of this Agreement, the term "Working Drawings and Specifications" as used herein shall refer to the revised design development drawings and specification upon the Village's written approval of the same.

3.02 Other Regulatory Agencies.

Prior to commencing construction on the Project, Developer shall, with the approval and cooperation of the Village, petition for and obtain approvals from any regulatory agency having jurisdiction over the Property, including the Metropolitan Water Reclamation District. When necessary, Developer shall inform Village of all meetings and provide copies of all correspondence with any regulatory agency.

3.03 Site Improvements

The Village hereby agrees that Developer will begin construction of certain site improvements (the "Site Improvements") prior to the issuance of the building permit for construction of the Hotel under a separate permit issued by the Village. Site Improvements will include:

- A. site grading;
- B. installation of underground utilities;
- C. stone aggregate/binder course bases for driveways, parking lots and entrances.

Developer shall also make site improvements including construction of sidewalks and entryways and installation of landscaping, however, these site improvements shall be completed at the end of the Project as is customary in hotel construction.

3.04 Schedule.

The Village and the Developer are desirous of having the Hotel open for business as soon as possible. Therefore, Developer hereby agrees that it shall develop the Project in accordance with the schedule set forth herein below:

- A. Construction of the hotel superstructure, including but not limited to the building foundation, walls, floors, etc., pursuant to the building permit shall commence not later than April 1, 2022.
- B. The Hotel will be open, with a Certificate of Occupancy issued by the Village, not later than April 1, 2024, subject to Section 5.05.

IV FINANCIAL ASSISTANCE

4.01. Project Viability

The Developer represents and warrants to the Village that but for the financial assistance set forth in this Agreement, the Project would not be economically viable. In reliance on this representation, the Village has agreed to provide financial assistance as provided for herein.

4.02. Reimbursement of Acquisition.

The Village agrees to reimburse the Developer the sum of One Million One Hundred and Fifty Thousand Dollars (\$1,150,000), which represents a portion of the Developer's acquisition cost of the Property ("Reimbursement Amount"). The Village shall provide the Reimbursement Amount to the Developer upon Developer receiving a Certificate of Occupancy for the Hotel no later than April 1, 2024, subject to Section 5.05.

4.03. Computation of Assistance.

In addition to the Reimbursement Amount, the Village has agreed to provide assistance to the Project based on the hotel/motel tax generated by the Project. Provided Developer is not in default

under this Agreement or any applicable Village Code, the financial assistance will be computed as set forth in this paragraph.

A. The amount of TIF reimbursement the Village shall pay to Developer each year shall be computed based on the hotel tax paid on behalf of the hotel to the Village as set forth below (the "Hotel Tax Rebate"). All computations shall be based on the Village's current Hotel/Motel Tax of 6%; an increase of the Village's Hotel/Motel Tax rate shall not result in an increase to the assistance as computed herein.

Year	Hotel Tax Rate	Hotel Tax Rebate	Percentage Rebate
Year 1	6%	6%	A rebate equal to 100% of taxes paid
Year 2	6%	6%	A rebate equal to 100% of taxes paid
Year 3	6%	6%	A rebate equal to 100% of taxes paid
Year 4	6%	6%	A rebate equal to 100% of taxes paid
Year 5	6%	6%	A rebate equal to 100% of taxes paid
Year 6	6%	6%	A rebate equal to 100% of taxes paid
Year 7	6%	3%	A rebate equal to 50% of taxes paid
Year 8	6%	3%	A rebate equal to 50% of taxes paid
Year 9	6%	3%	A rebate equal to 50% of taxes paid
Year 10	6%	3%	A rebate equal to 50% of taxes paid
Year 11	6%	2%	A rebate equal to 33% of taxes paid
Year 12	6%	1%	A rebate equal to 16.6% of taxes paid

By way of example, if the hotel room occupancy generates \$1.0 million in revenue during year seven, the hotel tax at 6% would generate \$60,000.00 and the Village would reimburse Developer 50% for a total of \$30,000.

B. The Village shall compute the rebate each quarter of the calendar year and make quarterly payments to the Developer, with a three month lag time between collection and payment as follows:

- 1st Quarter (January – March) shall be paid no later than July 1st;
- 2nd Quarter (April – June) shall be paid no later than October 1st;
- 3rd Quarter (July – September) shall be paid no later than December 31st; and
- 4th Quarter (October – December) shall be paid no later than April 1st of the following calendar year.

C. All payments made to Developer pursuant to this Agreement shall be made from the Village's Higgins Corridor Tax Allocation Fund and this entire Agreement and the Reimbursement Amount and the Hotel Tax Rebate shall be subject to the Act.

D. The Village has adopted Resolution No. 41-19 supporting a Cook County Class 7B economic incentive for the Project. The Village makes no representation with respect to the likelihood of the incentive being approved by Cook County.

4.04. Reporting.

The Developer shall file a sworn monthly hotel tax return each month and submit the payment due based on the return as required by the Village Finance Director and Village Code. The payment of the Village's financial assistance shall be based and computed solely on the Developer's hotel tax return filed with the Village, but paid with tax increment from the Higgins Corridor Redevelopment Project Area tax increment fund.

4.05. TIF Eligible Costs.

The Village agrees to provide TIF assistance in an amount not to exceed the total sum of the Reimbursement Amount and the Hotel Tax Rebate set forth in paragraphs 4.02 and 4.03. The financial assistance shall be used by the Developer to defray only those costs eligible for reimbursement under the Act as set forth in Exhibit C attached hereto. Prior to receiving reimbursement from the Village, Developer shall submit evidence that it has incurred and paid for the eligible costs set forth in Exhibit C, including statements, invoices and receipts.

V **GENERAL PROVISIONS**

5.01 Default.

A. Developer Default. The Developer shall be deemed in default of this Agreement if it:

- (i) fails to develop the Project in accordance with Exhibit B;
- (ii) fails to make any monthly submission of its hotel tax return or to pay the hotel tax due and owing for that month;
- (iii) fails to pay or cause to be paid any real estate tax due and owing;

- (iv) fails to open the Hilton Home2 hotel;
- (v) fails to invest at least Eight Million Dollars (\$8,000,000) in private funds in the Project; or
- (vi) fails to commence construction of the Hotel prior to April 1, 2022 as required in Section 3.04 of this agreement; or
- (vii) fails to open, with a Certificate of Occupancy issued by the Village on April 1, 2024 as required in Section 3.04 of this agreement.

In the event Developer fails to commence construction of the Hotel by April 1, 2022, the Village shall give Developer written notice of said default, and Developer shall have 30 day(s) to cure such default, subject to Section 5.05. In the event Developer has not invested capital in excess of \$250,000 of hard costs, excluding the land, into Site Improvements and does not cure as aforesaid, the Village shall have the right to purchase the Property from Developer for fair market value as determined by an appraisal. Developer shall obtain two (2) appraisals and the fair market value to be paid by the Village shall be the average amount of both appraisals.

In the event Developer fails to open the Hotel with a Certificate of Occupancy issued by the Village by April 1, 2024, the Village shall give Developer written notice of said default, and Developer shall have 30 days to cure such default, subject to Section 5.05. In the event Developer does not cure its default as aforesaid, the Village shall have no obligation to provide the Reimbursement Amount to Developer upon issuance of Certificate of Occupancy.

B. Village Default. The Village shall be in default of this Agreement in the event Developer is not in default and the Village fails to make timely payments as required herein or in the event the Village does not timely complete all required building permit reviews and building inspections, or in the event the Village does not issue the Certificate of Occupancy for the Hotel, which issuance of Certificate of Occupancy will be based upon complete compliance with the building permit issued. In case of such default, Developer shall give notice to Village of default and allow Village 30 day(s) to cure said default. If Village does not cure said default then Developer may pursue

any and all remedies available to it under this Agreement or in equity or in law in a court with applicable jurisdiction.

5.02 Construction Indemnity.

The Developer covenants and agrees, at its expense, to indemnify and save the Village, and its officers, agents, employees, engineers and attorneys (the "Indemnitees") against, any actions, claims, and damages adjudicated to be a result arising directly from the Developer's construction of the Project, unless such claims, actions, damages, and demands are adjudicated to have arisen by reason of the negligent acts or omissions of the Village.

5.03 Insurance.

The Developer agrees to obtain or cause its agents and contractors to obtain workers' compensation insurance coverage as required by applicable law and general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with respect to construction of the Project. The Village shall be named as an additional insured on the general liability policy. The Developer, its contractors and agents shall maintain Workers' Compensation Insurance in amounts as required by Illinois law.

5.04 Prevailing Wage.

Developer shall be responsible for meeting the requirements of the Illinois Prevailing Wage Act (820 ILCS 130 et seq.), (the "Wage Act") as it may be deemed applicable to the Project as determined by the State of Illinois. Developer hereby indemnifies the Village for any fines, penalties or other charges including reasonable attorney's fees incurred as a result of Developer's failure to satisfy the requirements of the Wage Act. Moreover, if the State of Illinois determines the TIF Improvements are subject to the Wage Act, the Village shall have no obligation to make any payment agreed to herein to Developer without the Developer first submitting the documentation required by the Wage Act. The Village and Developer agree that the Project should not be subject to the Wage Act as per the Illinois Department of Labor's website, and further agree not to take any action that may cause the Project to be subject to the Wage Act.

5.05 Delay.

For the purposes of any of the provisions of this Agreement, neither the Village nor Developer, nor any successor in interest, shall be considered in breach or default of its obligations under this Agreement in the event of any delay caused by events or conditions beyond the reasonable control of the party which in fact prevents the party from discharging its respective obligations hereunder and the timeframes for performance of those obligations shall be extended accordingly. Neither economic hardship nor the coronavirus pandemic shall be an excusable delay. If the Developer faces any delay, or believes that a delay is imminent, and that delay is not caused by Developer's wrongdoing, then the Developer shall provide a written explanation of the delay along with any verifiable evidence to the Mayor and Board of Trustees or their designee, along with a written request for a reasonable extension to the timeline. Extensions may be granted by either the Mayor and Board of Trustees or their designee at the next scheduled Village Board meeting, and approvals to such requests shall not be unreasonably withheld.

5.06 Building, Subdivision Codes.

The Parties agree that construction of the Project shall comply with all federal, state and Village building codes, subject to modifications as approved by the Village pursuant to the ordinances approving the plat and zoning relief.

5.07 Right to Inspect.

The Developer agrees that with reasonable advance notice and during normal business hours, the Village shall have the right to review from time to time, the Developer's books and records specifically relating to room revenue generated by the Hotel to verify that the hotel taxes were properly computed and paid. The Village shall also have the right to review or audit any records necessary to document that Developer has incurred and paid the TIF Costs.

5.08 Covenant to Pay Taxes.

Developer hereby acknowledges that the sole source of the Village's payment for the Property is the incremental real estate taxes to be generated by the Project. Developer hereby covenants to pay or cause to be paid all real estate taxes levied against the Project promptly, as soon as they

become due and owing. In the event Developer fails to pay real estate taxes when due, the Village shall have the right to withhold payments to the Developer until said taxes are paid.

VI **AUTHORITY**

6.01 Powers.

The Village hereby represents and warrants that the Village is a home rule unit of government and has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including but not limited to the right, power and authority to acquire the Property as described herein, and this Agreement has been or will be duly and validly authorized and approved by all necessary Village proceedings, findings and actions.

6.02 Authorized Parties.

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreement, request, demand, approval, notice or consent of the Village or the Developer is required, or the Village or the Developer is required to agree or to take some action at the request of the other, such approval or such consent or such request shall be given for the Village, unless otherwise provided herein, by the Village Manager or his designee, and for the Developer by any managing member or officer as designated in writing from time to time (in any event, the officers or managing member executing this Agreement are so authorized); and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither party hereto shall have any complaint against the other as a result of any such action taken.

VII **GENERAL PROVISIONS**

7.01 Time of Essence.

Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued and timely performance.

7.02 Breach

Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance by serving written notice to the other. No breach of this Agreement may be found to have occurred if performance has commenced within thirty (30) days of the receipt of such notice.

7.03 Compliance with Village Code.

Developer shall at all times comply with applicable life safety and health codes applicable to the Project. The Village will provide notice to Developer in the event of a violation of the Village's life and safety regulations and Codes.

7.04 Amendment.

This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, evidence by the execution of said amendment by the Parties or their successors in interest.

7.05 No Other Agreement.

Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions of the Parties relative to the Project, the financial assistance or any other project previously contemplated by Developer. This Agreement is the full integration of the agreement of the Parties.

7.06 Assigns.

This Agreement shall be binding upon the Parties and their respective corporate successors and assigns. Nothing contained herein shall be construed in any way as preventing the alienation or sale of the Project or any portion thereof, nor shall anything herein be construed as limiting any rights of any lender or equity partner or investor. No consent shall be required for any sale or any pledge of the Project and this Agreement as collateral security. Nothing herein shall prevent Developer from hiring a third party hotel operator to operate the Hotel. If the hotel operator fails

to operate the Hotel for a period of more than thirty (30) days, the Village shall have the right to cease making payments to Developer or its assignees and serve notice of default as required pursuant to Section 5.01(A). However, if the hotel operator fails to operate the Hotel for a period of time as a result of damage or destruction by fire or other casualty, strike, shortage of material, or as the result of any other events or conditions beyond the reasonable control of the hotel operator and hotel operator provides notice to the Village of the reason for its failure to operate the Hotel then the Village shall acknowledge in writing that hotel operator has not caused a default of this Agreement and Village shall continue to make all payments to Developer as required in Section 4.03.

7.07 Severability.

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

7.08 Illinois Law.

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

7.09 Notice.

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

To the Developer:

Hiten Patel
Rivermont Hospitality, LLC
1073 Reunion Drive
Chattanooga, TN 37421
egtphotel@gmail.com

With copies to:

Kathleen A. Duncan
Akerman LLP
71 South Wacker Drive, 47th Floor
Chicago, IL 60606
kathleen.duncan@akerman.com

To the Village:

Office of the Village Manager
Attn: Matthew Roan
Village of Elk Grove Village
901 Wellington
Elk Grove Village, Illinois 60007
mroan@elkgrove.org

With copies to:

Office of the Village Attorney
Attn: George Knickerbocker
Village of Elk Grove Village
901 Wellington
Elk Grove Village, Illinois 60007
gknickerbocker@elkgrove.org

With copies to:

William J. Payne
Attorney At Law
1100 W. Northwest Hwy., #103
Mount Prospect, IL 60056
williamjpayne7@aol.com

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, or by electronic mail to the email addressed set forth above. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

7.10 Partnership; No Third Party Beneficiaries.

Nothing contained herein shall be construed as creating a partnership between the Village and Developer or as creating or conferring any interest or benefit upon any third party.

7.11 Counterparts.

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

7.12 Recordation. Either party, with the written consent of the other, shall have the right to record this Agreement or a memorandum thereof against the Property with the Cook County Recorder of Deeds.

7.13 Exhibits.

The exhibits attached to this agreement are hereby incorporated into and made a part of this Agreement.

7.14 Prevailing Party. If either party bring an action against the other with respect to this agreement, the prevailing party shall be entitled to recover his or her reasonable attorneys' fees, costs and expenses.

[SIGNATURE PAGES TO FOLLOW]

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

**VILLAGE OF ELK GROVE VILLAGE,
COOK AND DUPAGE COUNTIES, ILLINOIS,
an Illinois Municipal Corporation**

By: _____
Mayor Craig B. Johnson

ATTEST:

Lorrie Murphy, Village Clerk

**EGTP LOT 2, LLC,
a Illinois limited liability company**

By: _____
Hiten Patel
Its: Managing Member

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO
HEREBY CERTIFY that **Craig B. Johnson, Mayor of the Village of Elk Grove Village**,
personally known to me to be the same person whose name is subscribed to the foregoing
instrument as such Mayor, appeared before me this day in person and acknowledged that he/she
signed and delivered the said instrument as his/her own free and voluntary act and as the free and
voluntary act of said Village, for the uses and purposes set forth therein; and the said Village Clerk
then and there acknowledged that he/she, as custodian of the corporate seal of said Village, did
affix the corporate seal of said Village to said instrument, as his/her own free and voluntary act
and as the free and voluntary act of said Village, for the uses and purposes set forth therein.

Witness my hand and notarial seal this ___ day of _____, 2021.

Notary Public

My Commission Expires

(Seal)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hiten Patel, personally known to me to be the person whose name are subscribed to the foregoing instrument on behalf of EGTP Lot 2, LLC, a Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said companies for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBITS

- A. Legal description of the Property
- B. Working Drawings and Specifications
- C. TIF Eligible Redevelopment Costs

Exhibit A

Legal Description

LOT 2 IN THE FINAL PLAT OF ELK GROVE TECHNOLOGY PARK RESUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 2018 AS DOCUMENT #1817016002 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.

Exhibit B

Working Drawings and Specifications

Exhibit C

TIF Eligible Redevelopment Costs

- Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan. For example, professional service costs: architectural, engineering, surveys, legal fees, appraisals, feasibility studies, and administrative costs related to implementation of the redevelopment plan (\$225,000)
- Property assembly costs. For example, acquisition of land and other property, real or personal, or rights or interests therein (\$1,830,000)
- Costs of construction of public works or improvements. For example, earthwork, landscaping, streets, sidewalks, water, sanitary and storm sewer, etc. (\$890,000)
- Costs of job training and retraining projects prior to opening of the hotel (\$50,000)
- Financing costs – 30% of interest expense for construction financing (\$100,000)
- Financing costs – 30% of interest expense for a 25-Yr. amortized loan (\$1,297,500)
- Financing costs – exclusive of interest. For example, lender origination and closing fees (\$125,000)
- State, County, and Local Construction Permits (\$100,000)
- Developer reserves the right to reallocate estimated costs among line items or other TIF eligible costs

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE
A LEASE TERMINATION AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE
VILLAGE AND MICROSOFT CORPORATION (1000 OAKTON STREET)**

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

Section 1: That the Mayor be and is hereby authorized to sign a Lease Termination Agreement between the Village of Elk Grove Village and the designated owners which is attached hereto and made a part hereof and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

**LEASE TERMINATION AGREEMENT BETWEEN
MICROSOFT CORPORATION AND
THE VILLAGE OF ELK GROVE VILLAGE**

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

This instrument was prepared by, and after recording return to:

K&L Gates LLP
70 West Madison Street
Suite 3300
Chicago, Illinois 60602
Attn: Gregory R. Andre, Esq.

(above space for Recorder's use only)

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Agreement"), dated as of July ____, 2021 (the "Effective Date"), is made by and between MICROSOFT CORPORATION, a Washington corporation ("Landlord"), and the VILLAGE OF ELK GROVE VILLAGE, an Illinois home rule municipal corporation located in Cook and DuPage Counties, Illinois ("Tenant"), under the following circumstances:

Recitals

A. Landlord is the owner of that certain real property containing approximately three (3) acres, commonly known as 1000 Oakton Street, Elk Grove Village, Illinois 60007 and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landlord and Tenant are parties to that certain Lease Agreement dated November 8, 2019, by and between Landlord (as successor-in-interest to GB Elk Grove 3, LLC, a Delaware limited liability company) and Tenant (the "Lease") with respect to the "Premises" (as defined in the Lease), which is part of the Property.

C. Tenant has granted certain leases, subleases, licenses or other rights, titles, interests or estates to third parties (including, without limitation, leases to certain cell phone companies) with respect to the Premises (collectively, the "Subleases").

D. Pursuant to Section 6 of the Lease, Landlord exercised its option to have the existing cell phone tower (the "Cell Tower") located on the Premises relocated by Tenant, at the sole cost of Tenant, within a certain 120-day period (the "Relocation Right"). Landlord and Tenant agreed that within the 120-day period (i) the Cell Tower would be relocated from the Premises to Udall Park by Tenant, (ii) the Lease would be terminated by both parties, and (iii) the Subleases would be terminated by Tenant. The exercise of the Relocation Right and these terms were memorialized in that certain letter issued by Landlord to Tenant on February 24, 2021.

E. The foregoing 120-day period expired on June 24, 2021. Tenant failed to relocate the Cell Tower or terminate the Subleases by then. Landlord issued a notice of default to Tenant dated July 12, 2021 with respect to such failure.

F. Landlord and Tenant did not terminate the Lease within the 120-day period due to the Cell Tower not being relocated and the Subleases not being terminated by then.

G. Landlord and Tenant have entered into this Agreement to (i) extend the 120-day period to July 30, 2021 (the "New Relocation Date") and (ii) set forth the other terms they have agreed upon with respect to the Cell Tower, the Lease, the Subleases and related matters.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. New Relocation Date. The 120-day period set forth in Section 6 of the Lease and the foregoing letter dated February 24, 2021 is hereby extended from June 24, 2021 to the New Relocation Date (July 30, 2021).

2. Termination of Lease. Effective as of the New Relocation Date, the Lease shall automatically, without any further action by Landlord or Tenant, terminate and expire, and neither Landlord nor Tenant shall thereafter have any further rights, obligations or liabilities under the Lease, except for provisions that expressly survive the termination of the Lease.

3. Termination of Subleases. Tenant shall, at its sole cost and expense, on or before the New Relocation Date, terminate any and all Subleases and provide reasonable written evidence thereof to Landlord.

4. Relocation of Cell Tower. Tenant shall, on or before the New Relocation Date, at no expense to Landlord, remove, or cause to be removed, from the Property the Cell Tower in a manner reasonably acceptable to Landlord.

5. Abandoned Property. Tenant acknowledges and agrees that any personal property, equipment, facilities or improvements other than the Cell Tower, that are or was the property of Tenant, or any parties claiming by, through or under Tenant, including, without limitation, any party to any Sublease, has been abandoned and may be removed and disposed of at the expense of Landlord at any time; provided, that Landlord shall have no obligation to do so.

6. Landlord's Remedies. If, for any reason, Tenant fails to remove, or cause to be removed, the Cell Tower, or any part thereof, by the New Relocation Date, Landlord shall have the right, but not the obligation, without any further notice to Tenant or cure period, to pursue against Tenant any legal or equitable remedy permitted under applicable law for its breach of such obligation to remove the Cell Tower including, without limitation, an action for eviction, damages and/or specific performance. Tenant shall reimburse Landlord for legal fees and expenses Landlord incurs in good faith to enforce this Agreement against Tenant within thirty (30) days after Landlord delivers to Tenant reasonable evidence of such costs.

7. Indemnification of Landlord. The Lease shall be deemed amended by this Agreement. Landlord and Tenant hereby acknowledge and agree that the indemnification

provided by Tenant to Landlord in Section 7 of the Lease shall survive the termination of the Lease and apply to Tenant's obligations and liabilities under this Agreement.

8. Miscellaneous.

a. Recitals. The recitals at the beginning of this document are incorporated into this Agreement by this reference and made a part hereof.

b. Power and Authority. Landlord and Tenant each represents and warrants to the other that it has all of the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

c. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois without giving effect to principles of conflicts of law.

d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

e. Recording. Landlord shall have the right, at its expense, to record this Agreement with the Cook County Recorder of Deeds.

[Remainder of page intentionally left blank]

Exhibit A
to
Lease Termination Agreement

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1 IN FIRE DEPARTMENT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1996 AS DOCUMENT 96586805 IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 08-22-303-008-0000