



AGENDA
REGULAR VILLAGE BOARD MEETING
OCTOBER 12, 2021
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR JINTAEK CHUNG, TRINITY GOSPEL CHURCH)

3. APPROVAL OF MINUTES OF SEPTEMBER 28, 2021

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: SEPTEMBER 30, 2021 \$4,225,014.06
OCTOBER 12, 2021 \$ 453,722.20

6. CONSENT AGENDA

- a. Consideration to approve the installation of signage for Dollar Tree at 1000 Elk Grove Town Center.

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

(The building signage will total approximately one hundred and seventy-three (173) square feet in area which meets the allowable area permitted by the Village's sign regulations.

(Two (2) double sided vinyl signs will be installed within the existing Town Center monument signs.

(The Director of Community Development recommends approval.)

- b. Consideration of requests from the Elk Grove Park District to waive permit fees, in the amount \$947 for the following projects:

- Sealcoating and striping the parking lot at Huntington Chase Park, 921 Rohlwing Rd, in the amount of \$90;
- Sealcoating and striping the north parking lot at Hattendorf Park, 225 E. Elk Grove Blvd, in the amount of \$155;
- Sealcoating and striping the parking lot and maintenance yard at the Park District Administration Building, 499 Biesterfield Rd, in the amount of \$525; and
- Sealcoating and striping the parking lot at Marshall Park, 709 Chelmsford Ln, in the amount of \$177.

(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 requests from AMITA Health, 800 Biesterfield Rd, to waive permit fees in the amount of \$17,170 for the following projects:
- Installation of a secondary water disinfection system, in the amount of \$325;
 - Installation of temporary construction trailers, in the amount of \$4,220; and
 - Demolition of the storage building and installation of new foundations, in the amount of \$12,625.

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

(The Director of Community Development recommends approval.)

- d. Consideration to award a professional services contract to MNJ Technologies of Buffalo Grove, IL to provide one year of Cisco Smartnet support of our network infrastructure in the amount of \$30,707.

(The Village's network infrastructure is largely comprised of Cisco hardware and software, which provides a solid foundation for our computing environment.(The hardware and software require on-going support in order to function properly.

(IT staff solicited quotes from four (4) vendors who provide Cisco support.

(Of the three (3) responses received, MNJ Technologies was the lowest-priced responsible and responsive bidder.

(This contract will provide Cisco support from November 3, 2021 through November 2, 2022.

(The Director of Information Technology recommends approval of this contract.)

- e. Consideration to concur with prior Village Board authorization to award a professional services contract to The Deigan Group of Lake Bluff, IL for asbestos abatement and waste removal field oversight at property located at 1920 E. Higgins Road in an amount not to exceed \$40,200 from the Higgins-Oakton TIF Fund.

(The Village recently acquired the former Days Inn Hotel property at 1920 E. Higgins, with the intent to demolish the buildings.

(The proposal calls for the Deigan Group to assist the Village with the asbestos abatement

and waste removal contractor oversight and documentation. This work will ensure the demolition work is able to proceed accordingly.

(The Deigan Group has recently overseen the environmental remediation, contractor oversight and documentation of the former Elk Grove Hotel, Motel 6, Phoenix Nightclub, and 1550 E. Higgins properties.

(The Deputy Village Manager recommends approval.)

- f. Consideration to waive the formal bidding process and award a purchase contract to K-Tech Specialty Products of Ashley, IN for the purchase of up to 27,972 gallons of winter de-icing liquid "Beet Heet" in the amount not to exceed \$39,999.96.

(The Public Works Department has been utilizing a product called "Beet Heet" concentrate as its preferred winter de-icing liquid during the last several winter seasons. (Last winter season, the Public Works Department began a full anti-icing program, which included applying Beet Heet concentrate to roads prior to a winter event to make it more difficult for snow and ice to adhere to roads.

(This pre-treatment program reduced the use of rock salt during winter maintenance operations.

(K-Tech is the sole source provider for the Beet Heet blend.

(Funds are available in the Public Works General Fund.

(The Director of Public Works recommends approval.)

- g. Consideration to increase an existing professional services contract with Tasty Catering of Elk Grove Village, IL for services provided at Oktoberfest in the amount of \$13,548, for a total contract amount of \$64,181.50.

(The Village awarded a professional service contract to Tasty Catering on September 14, 2021, to manage and operate the Village's food vending, event tents, and dining areas as part of the Village's annual Oktoberfest Celebration.

(The original proposal cost estimates were based on the number of attendees at the Village's last Oktoberfest, which took place in 2019. The number of attendees at this year's Oktoberfest substantially increased, resulting in higher than anticipated costs for food and drink.

(Event attendees purchase tickets to be used for food and drink at the event. The costs of this contract will be partially offset by ticket revenue, which is estimated at \$45,243.)

- h. Consideration to award a professional services contract to Advanced Automation and Control, Inc. of McHenry, IL to design and furnish replacement SCADA control panels for Touhy, Rt. 83, and Shenandoah Lift Stations in the amount of \$217,535 from the Busse/Elmhurst TIF and the Water & Sewer Fund.

(The SCADA control panels for Touhy, Rt. 83, and Shenandoah Lift Stations have reached the end of their useful lives and require replacement.

(These control panels would replace existing SCADA control panels at Touhy, Rt. 83, and Shenandoah Lift Stations. The components within the existing panels have exceeded their operational life and are beginning to fail. Installation will be conducted as part of a planned maintenance rehabilitation project for these stations.

(Advanced Automation and Controls, Inc. is the Village's SCADA consultant and has done similar work to the Village's water and sewer infrastructure to satisfaction in the

past.

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

- i. Consideration to concur with prior Village Board authorization and award a construction contract to the lowest responsive and responsible bidder, Colfax Corporation of Chicago, IL for Pre-Demolition Asbestos and Universal Waste Building Components Abatement at 1920 E. Higgins Road, in an amount not to exceed \$229,610 from the Higgins-Oakton TIF.

(On Friday, September 24, 2021, the Village opened sealed bids for the Pre-Demolition Asbestos and Universal Waste Building Components Abatement project at 1920 E. Higgins Road. Nine (9) bids were submitted.

(The lowest responsive and responsible bid was received from Colfax Corporation of Chicago in the amount of \$229,610.

(Adequate funds are available in the Higgins-Oakton TIF.

(The Director of Community Development recommends approval.)

- j. Consideration to concur with prior Village Board authorization and award a construction contract to the lowest responsive and responsible bidder, Albrecht Enterprises, Inc. of Des Plaines, IL for demolition and site restoration at the former Days Inn Motel, 1920 E. Higgins Road, in an amount not to exceed \$264,275 from the Higgins-Oakton TIF.

(On Tuesday, September 28, 2021, the Village opened sealed bids for the Demolition and Site Restoration Project at the former Days Inn Motel located at 1920 E. Higgins Road. Nine (9) contractors obtained bid documents and submitted bids.

(The lowest responsive and responsible bid was received from Albrecht Enterprises, Inc. of Des Plaines in the amount of \$264,275.

(Adequate funds are available in the Higgins-Oakton TIF.

(The Director of Community Development recommends approval.)

- k. Consideration to award a professional service contract to the lowest responsive and responsible bidder, Marc Kresmery Construction LLC, Inc. of Elgin, IL for the 2021 Lift Station Rehabilitation project in the amount of \$1,188,000 from the Busse/Elmhurst TIF and the Water & Sewer Fund.

(On Tuesday, September 28, 2021, the Village opened sealed bids for the 2021 Lift Station Rehabilitation project.

(The project consists of cleaning the station, replacing various valves, discharge piping, base elbows, pipe fittings, and pump rail systems, while maintaining by-pass pumping of the stations' flow, and all incidental and collateral work necessary to complete the rehabilitation of the Touhy, Rt. 83, and Shenandoa Lift Stations.

(A total of seven (7) contractors obtained contract documents, with two (2) submitting bids.

(The lowest responsive and responsible bid was received from Marc Kresmery Construction LLC, Inc. of Elgin, IL in the amount of \$1,188,000.

(Adequate funds are available in the Busse/Elmhurst TIF and the Water and Sewer Fund.

(The Director of Public Works recommends approval.)

- l. Consideration to accept the audited Annual Financial Report for the Fiscal Year ended

April 30, 2021.

(The Annual Financial Report represents the findings of the annual audit as performed by the independent auditor Lauterbach & Amen, LLP.

(The audit was recently completed.)

(The Director of Finance recommends approval.)

- m. Consideration to adopt Ordinance No. 3727 granting a variation of Section 3-7:D(3) of the Zoning Ordinance to permit the construction of a six (6') foot high fence, which will extend approximately twenty (20') feet beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the south (1204 Leeds Lane) and extend approximately fifteen (15') feet beyond the adjacent front corner of the principal structure at property located at 501 Wellington Avenue.

(This item was discussed at the September 28, 2021 Village Board Meeting and currently appears under Unfinished Business.)

- n. Consideration to adopt Resolution No. 55-21 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 299 Criss Circle.

(The Law Offices of Sarnoff and Baccash, on behalf of their client North Star Trust Company, Trust No. 27073, (Applicant) is seeking a Cook County Class 6B property tax exemption for property located at 299 Criss Circle.

(The Applicant currently owns the vacant 28,104 square foot lot on which they intend to build a new 14,000 square foot industrial building.

(The Applicant does business as Solar Spring & Wire and is located at 345 Criss Circle. The company is experiencing tremendous growth due to taking on new work related to the automobile industry. Solar Spring currently employs 128 people. The expansion will allow them to hire an additional seven to ten people upon completion of the project. The new building represents an investment of \$650,000 to \$700,000. Village staff worked diligently with the company to accommodate their needs, thus retaining them in Elk Grove Village.

(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 new construction.

(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 on the Applicant completing the improvements stated in their application.

(The Director of Business Development & Marketing recommends approval.)

- o. Consideration to adopt Resolution No. 56-21 authorizing the Mayor to execute an Intergovernmental Agreement between the Village of Elk Grove Village and the County of Cook for the construction of a sidepath along Meacham Road from I-390 to Biesterfield Road.

(Attached is a copy of the Intergovernmental Agreement for the construction of a sidepath along Meacham Road from I-390 to Biesterfield Road to be executed by and between the County of Cook and the Village of Elk Grove Village.

(The Village was awarded funding for the project from the County of Cook in the amount of \$500,000, which is approximately 30% of the total project cost.

(The Director of Public Works recommends approval.)

- p. Consideration to adopt Resolution No. 57-21 authorizing the Mayor and Village Clerk to execute a Development and Operating Agreement for a Craft Grow Facility between the Village of Elk Grove Village and WRCB, LLC.

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

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

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

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

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Rummel

- a. PC Docket 21-6 - Consideration of a Text Amendment to the Zoning Ordinance to amend the list of special uses in the I-1 and I-2 Industrial Districts to allow indoor dog parks & training facilities with ancillary services including boarding and retail sales of merchandise. (PH 10-04-21)
- b. Consideration of a petition submitted by Riverpoint Property Trust, LLC for Rezoning from I-2 to I-1 for property located at 751 Pratt Blvd. (A Public Hearing date is yet to be established.)

9. ZONING BOARD OF APPEALS - Village Manager Rummel

10. YOUTH COMMITTEE - Trustee Franke

11. BUSINESS LEADERS FORUMS - Trustee Lissner

12. CABLE TELEVISION COMMITTEE - Trustee Lissner

13. HEALTH & COMMUNITY SERVICES - Trustee Czarnik

14. INFORMATION COMMITTEE - Trustee Lissner

15. RECYCLING & WASTE COMMITTEE - Trustee Feichter

16. PARADE COMMITTEE - Trustee Czarnik

17. PERSONNEL COMMITTEE - Trustee Franke

18. JUDICIARY, PLANNING AND ZONING COMMITTEE - Trustee Prochno

19. CAPITAL IMPROVEMENTS COMMITTEE - Trustee Czarnik

20. AIRPORT UPDATE

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

22. SPECIAL EVENTS COMMITTEE - Mayor Johnson

23. LIQUOR COMMISSION - Mayor Johnson

24. REPORT FROM VILLAGE MANAGER

25. REPORT FROM VILLAGE CLERK

26. UNFINISHED BUSINESS

- a. Village Attorney - Direct the Village Attorney to prepare the necessary documents for a fence variation for property located at 501 Wellington Avenue.
- b. Final adoption of an Ordinance approving the Midway Court Tax Increment Financing Redevelopment Plan and Project. (First Reading at the June 30, 2021 Village Board Meeting)
- c. Final adoption of an Ordinance designating the Village of Elk Grove Village Midway Court TIF Redevelopment Project Area, in connection with the approval of the Midway Court Plan and Project. (First Reading at the June 30, 2021 Village Board Meeting)
- d. Final adoption of an Ordinance adopting Tax Increment Financing for the Village of Elk Grove Village, Cook County, Illinois, in connection with the Designation of the Midway Court Redevelopment Project Area and Adoption of the Midway Court Redevelopment Plan and Project. (First Reading at the June 30, 2021 Village Board Meeting)

27. NEW BUSINESS

28. PUBLIC COMMENT

29. ADJOURNMENT

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring

auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

ORDINANCE NO. _____

AN ORDINANCE GRANTING VARIATIONS OF SECTION 3-7:D(3) OF THE ZONING ORDINANCE TO PERMIT THE CONSTRUCTION OF A SIX FOOT (6') HIGH FENCE EXTENDING APPROXIMATELY TWENTY FEET (20') BEYOND THE NEAREST FRONT CORNER OF THE PRINCIPAL STRUCTURE ON THE ADJACENT SINGLE-FAMILY RESIDENTIAL LOT AND EXTEND APPROXIMATELY FIFTEEN FEET (15') BEYOND THE ADJACENT FRONT CORNER OF THE PRINCIPAL STRUCTURE FOR PROPERTY LOCATED AT 501 WELLINGTON AVENUE, ELK GROVE VILLAGE

WHEREAS, the Zoning Board of Appeals of the Village of Elk Grove Village, at a public hearing duly called and held according to law, considered the question of granting variations of Section 3-7:D(3) of the Zoning Ordinance to permit the construction of a six foot (6') high fence extending approximately twenty (20') feet beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the south at 1204 Leeds Lane and extend approximately fifteen (15') feet beyond the adjacent front corner of the principal structure for property located at 501 Wellington Avenue, Elk Grove Village; and

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

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

Section 1: That there be granted a variation of Section 3-7:D(3) of the Zoning Ordinance to permit a six foot (6') high fence extending approximately twenty feet (20') beyond a line extended from the nearest front corner of the principal building located on the adjacent single-family residential lot (1204 Leeds Lane) and an additional variation of Section 3-7:D(3) to permit the construction of a six foot (6') high fence extending approximately fifteen feet (15') beyond the adjacent front corner of the principal structure for property located at 501 Wellington Avenue, Elk Grove Village.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

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 299 CRISS CIRCLE, ELK GROVE VILLAGE, ILLINOIS

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

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

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 299 Criss Circle, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-22-102-114-0000, 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 299 Criss Circle, Elk Grove Village, Cook County, Illinois, and identified by Property Index Number 08-22-102-114-0000, declared eligible for Class 6B status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

THE EAST 50.79 FEET OF LOT 86 AND ALL OF LOT 87 IN HIGGINS ROAD COMMERCIAL SUBDIVISION UNIT NO. 3, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Section 2: 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-

22-102-114-0000. Elk Grove Village is in receipt of an economic disclosure statement that is included with the application packet.

Section 3: That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution including the Elk Grove Village Class 6b Property Tax Incentive Terms and Agreement subject to the petitioner completing new construction of a 14,000 square foot industrial building, in substantial conformance with the Applicant completing the improvements stated in their application.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Res6b,299CrissCircle

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK AND THE VILLAGE OF ELK GROVE VILLAGE FOR CONSTRUCTION OF A SIDEPATH ALONG MEACHAM ROAD FROM I-390 TO BIESTERFIELD 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 Mayor and Board of Trustees do hereby adopt the document entitled:

INTERGOVERNMENTAL AGREEMENT

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk



INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT"), effective upon the last dated signature below, is entered into by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the "COUNTY"), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the VILLAGE OF ELK GROVE VILLAGE, a municipal corporation of the State of Illinois (the "GRANTEE" or "VILLAGE"). The COUNTY and VILLAGE are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

WHEREAS, on August 3, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the COUNTY's first long range transportation plan in 75 years;

WHEREAS, *Connecting Cook County* identifies five priorities to shape the COUNTY's transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region's role as North America's freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today's investments do not preclude future innovation and growth; and
- Increase investments in transportation to maintain the region's economic competitiveness;

WHEREAS, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*;

WHEREAS, since its creation, the Invest in Cook program has leveraged over \$104 million in additional federal, state and local funds;

WHEREAS, on July 29, 2021, the COUNTY informed the VILLAGE that it had been selected for participation in the 2021 Invest in Cook Program;

WHEREAS, the COUNTY has agreed to award the VILLAGE up to Five Hundred Thousand Dollars (\$500,000) toward construction and construction engineering costs for upgrades to the Meacham Road Bike Path between the Illinois Route 390 exit ramp and Biesterfield Road, adding an additional mile of multi-use path within the Village boundary (the "PROJECT");

WHEREAS, the scope of work for the PROJECT will include replacing the existing 5-foot-wide sidewalk with an 8-foot-wide shared-use path, and the installation of ADA ramps where required;

WHEREAS, the improvements will provide an additional connection to Busse Woods and a north-south cycling connection throughout the Village;

WHEREAS, the PARTIES by this instrument shall determine and establish their respective responsibilities for construction and construction engineering, maintenance, funding and reporting of the PROJECT;

WHEREAS, the COUNTY, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this AGREEMENT;

WHEREAS, the GRANTEE, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

I. CONSTRUCTION AND CONSTRUCTION ENGINEERING

- A. **Construction Contract.** The GRANTEE shall enter into a contract with a contractor to furnish all labor and materials needed to construct the PROJECT. In awarding and administering the contract, the GRANTEE shall comply with all applicable state and federal laws and regulations. To the extent that any of the provisions of this section conflict with any state or federal law or regulation, said law or regulation shall control.
- B. **Bid Documents.** The GRANTEE shall prepare contract bid documents for the PROJECT, which shall include the minimum qualifications, plans and specifications, special provisions, cost estimates and details regarding any pre-bid conference or site inspection and whether such pre-bid conference or site inspection is mandatory. The GRANTEE shall keep a record of all individuals who request bid documents. The GRANTEE shall notify all individuals recorded as having requested bid documents of any changes with respect to any pre-bid conference or site inspection not later than twenty-four (24) hours prior to the original scheduled date and not less than two (2) business days prior to any newly scheduled date.
- C. **Bid Notice.** The GRANTEE shall publish a bid notice on the GRANTEE's website at least fourteen (14) calendar days before the date for the submission of bids.

- D. **Changes to Bids.** No bid may be changed, amended or supplemented in any way after the date and time for submission of bids.
- E. **Bid Opening.** All bids shall be opened, and a record of such bids shall be made on the date and at the time and location as stated in the bid notice or as prescribed in an addendum issued by the GRANTEE. If it is determined that an error was made in the public reading of the bids, the GRANTEE shall notify all bidders of such error and reconvene the bid opening to correct the record as soon as reasonably possible.
- F. **Bid Reissuance.** If only one bid has been submitted, the GRANTEE shall determine whether to open the bid or return the bid to the bidder via certified mail and reissue the bid notice or use a different method to award the contract.
- G. **Bid Tabulation.** The GRANTEE shall review, evaluate and tabulate responsive bids. In determining the apparent low bid, the GRANTEE shall consider the responsibility of the bidder, including, but not limited to, the bidder's experience and past performance, financial capacity, staff qualifications, and the willingness and ability to meet time requirements.
- H. **County Review.** The GRANTEE shall direct the bids, bid tabulation and its recommendation to the COUNTY, with justification supporting such recommendation. The COUNTY shall review the bids, bid tabulation and the GRANTEE's recommendation within seven (7) calendar days of receipt and indicate its approval or disapproval thereof in writing. If the GRANTEE does not receive a response from the COUNTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval.
- I. **Contract Execution.** Upon written concurrence from the COUNTY, the GRANTEE shall negotiate the terms of and execute the contract. The GRANTEE shall forward a copy of the construction contract to the COUNTY not later than fourteen (14) calendar days after execution.
- J. **Construction Engineering Agreement.** The GRANTEE shall enter into an agreement with a professional engineering firm/consultant to perform construction engineering services for the PROJECT. Construction engineering services may include attendance at pre-construction and progress meetings, providing full-time or part-time inspection services and/or providing material testing reports. In awarding and administering the construction engineering agreement, the GRANTEE shall comply with all applicable state and federal laws and regulations.
- K. **Grantee Resources and Staff.** Upon written concurrence from the COUNTY, the GRANTEE may elect to perform construction engineering services for the PROJECT using its own resources and staff. Notwithstanding the foregoing, the provisions of Section IV (I) (4) remain in effect and the COUNTY will not reimburse the GRANTEE for any administrative costs expended by the GRANTEE, including staff salaries and wages.
- L. **Pre-Construction Notices.** The GRANTEE shall provide not less than fourteen (14) calendar days' advance written notice to the COUNTY prior to the pre-construction

meeting for the PROJECT and not less than seven (7) calendar days' advance written notice to the COUNTY prior to the start of construction of the PROJECT.

- M. **Insurance.** The GRANTEE shall require that the construction contractor name the COUNTY as an additional insured under the contractor's general liability insurance policy.
- N. **Right of Inspection.** The COUNTY and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during construction of the PROJECT. The GRANTEE shall work cooperatively with the COUNTY to address and resolve any concerns raised by the COUNTY with respect to construction and/or construction engineering of the PROJECT. Any dispute(s) concerning the construction and/or construction engineering of the PROJECT shall be resolved in accordance with Section VI (I) of this AGREEMENT.
- O. **County Permits.** The COUNTY shall grant and consent to any and all permits for right of access (ingress or egress) and/or temporary use of its property within the PROJECT limits to the GRANTEE and/or its agents, without charge of permit fees to the GRANTEE. Any permit(s) for right of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.
- P. **Lead Agency.** The GRANTEE agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured.
- Q. **Public Outreach.** The GRANTEE shall coordinate and control public notification of the scope, timing and duration of the PROJECT.
- R. **County Signage.** The GRANTEE shall permit the COUNTY to erect signage at or near the construction site(s), on the GRANTEE's property, indicating the COUNTY's participation on the PROJECT.
- S. **Final Inspection Notice.** The GRANTEE shall provide not less than fourteen (14) calendar days' advance written notice to the COUNTY prior to final inspection of the PROJECT.
- T. **Submittals.** All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Construction
Attn: Holly Cichy, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Holly.Cichy@cookcountyiil.gov

II. MAINTENANCE

- A. **Definition.** As used herein, the terms "maintain" and "maintained" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance

includes full responsibility for the construction, removal and/or replacement of the maintained facility when needed.

- B. **General Duty to Maintain.** Before, during and after completion of construction of the PROJECT, the GRANTEE shall maintain, or cause to be maintained, those portions of the PROJECT under its established jurisdictional authority.
- C. **Sidewalks/Multi-Use Paths.** The GRANTEE shall own, operate, and maintain any sidewalks and/or multi-use paths constructed or improved as part of the PROJECT, in compliance with the Americans with Disabilities Act (ADA), Public Right of Accessibility Guidelines (PROWAG), and any other federal and/or state laws and regulations. Maintenance responsibilities include grinding, removal and replacement of sidewalks, and removal of weeds and/or debris.
- D. **Indemnification.** The GRANTEE agrees to defend, indemnify, and hold harmless the COUNTY and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages and liabilities incurred and/or suffered, directly or indirectly, from or attributable to claims arising out of or incident to the construction, use, repair and/or maintenance of any sidewalks and/or multi-use paths constructed or improved as part of the PROJECT, excluding any loss or damage caused by any negligence on the part of the COUNTY relating to the same.
- E. **Survives Termination.** It is agreed to by the PARTIES that the GRANTEE's maintenance obligations described in this section shall survive termination of this AGREEMENT.

III. SCHEDULE AND TERMINATION

- A. **Notice to Proceed.** Execution of this AGREEMENT by the PARTIES shall be deemed a "Notice to Proceed" for the GRANTEE to commence work on the PROJECT.
- B. **Schedule.** A schedule for the PROJECT is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT B.
- C. **Inactivity.** The COUNTY may terminate this AGREEMENT if the construction contract for the PROJECT is not executed by the GRANTEE within one (1) year after the Effective Date of this AGREEMENT, as defined in Section VI (J) below.
- D. **Suspension or Early Termination.** Subject to Section VI (L) below, the GRANTEE agrees that, if the COUNTY determines that the GRANTEE has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant PROJECT milestones or objectives, or is in default under any of the provisions of this AGREEMENT, whether due to failure or inability to perform or any other cause whatsoever, the COUNTY, after written notification to the GRANTEE of said non-compliance or default and failure by the GRANTEE to correct said violations within sixty (60) calendar days, may:
 - 1. suspend or terminate this AGREEMENT in whole or in part by written notice, and/or;

2. demand refund of any funds disbursed to the GRANTEE;
3. deduct any refunds or repayments from any funds obligated to, but not expended by the GRANTEE, whether from this or any other project;
4. temporarily withhold cash payments pending correction of deficiencies by the GRANTEE or more severe enforcement action by the COUNTY;
5. disallow all or part of the cost of the activity or action not in compliance;
6. take other remedies legally available; or
7. take appropriate legal action.

- E. **Termination.** Unless extended by the DEPARTMENT's Superintendent or their designee in writing, this AGREEMENT terminates upon completion of construction of the PROJECT and final reimbursement by the COUNTY, or November 30, 2026, whichever date is earlier.
- F. **Extensions.** The DEPARTMENT's Superintendent or their designee may extend in writing any deadline imposed by this section, including, but not limited to, the termination date of the AGREEMENT.

IV. FINANCIAL

- A. **Cost Estimate.** The total estimated cost of construction and construction engineering services for the PROJECT is One Million Six Hundred Forty Thousand Five Hundred Fourteen Dollars (\$1,640,514).
- B. **Grantee Cost Participation.** The GRANTEE agrees to pay all actual construction and construction engineering costs for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated.
- C. **County Cost Participation.** The COUNTY agrees to reimburse the GRANTEE for 30% of actual construction and construction engineering costs for the PROJECT (the "COUNTY'S SHARE"), up to a total maximum contribution of Five Hundred Thousand Dollars (\$500,000) (the "MAXIMUM CONTRIBUTION").
- D. **Advance Payment.** The COUNTY agrees that upon award of the construction contract for the PROJECT and receipt of an invoice from the GRANTEE, the COUNTY shall make an advance payment to the GRANTEE in the amount of Two Hundred Fifty Thousand Dollars (\$250,000). This amount represents 50% of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- E. **Second Payment.** The COUNTY agrees that upon completion of 70% of the construction contract and receipt of an invoice from the GRANTEE, the COUNTY shall make a second payment to the GRANTEE in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000). This amount and the advance payment to the GRANTEE represent 75% of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- F. **Final Reimbursement.** The COUNTY agrees that upon completion of construction of the PROJECT and receipt of an invoice from the GRANTEE, the COUNTY shall make a final payment to the GRANTEE for the balance of the COUNTY's SHARE under this AGREEMENT.

The amount of the final payment shall be based upon the actual construction and construction engineering costs for the PROJECT and shall reflect the COUNTY's prior payments to the GRANTEE. In the event that the prior payments made to the GRANTEE by the COUNTY exceed the COUNTY's SHARE under this AGREEMENT, the COUNTY may require the GRANTEE to return any or all excess funds.

- G. **Final Reimbursement Documentation.** In order to receive final reimbursement from the COUNTY, the GRANTEE must submit the following documentation along with the final invoice:
1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Construction, including the name of the PROJECT and its associated section number;
 2. copies of all cancelled checks paid to the consultant(s) and/or contractor(s) (or copies of the associated bank ledgers reflecting the payments), or a letter(s) from the consultant(s) and/or contractor(s) confirming payment was received for the service(s) rendered; and
 3. copies of all associated invoices submitted to the GRANTEE by the consultant(s) and/or contractor(s) for the service(s) rendered.
- H. **Insufficient Documentation.** If the documentation submitted by the GRANTEE for final reimbursement is reasonably deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this AGREEMENT.
- I. **Ineligible Expenditures.** It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the GRANTEE for any expenditures that are:
1. contrary to the provisions of this AGREEMENT;
 2. not directly related to carrying out construction or construction engineering services for the PROJECT;
 3. not paid by the GRANTEE or its consultant(s) or contractor(s);
 4. of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
 5. incurred without the consent of the COUNTY after written notice of suspension or termination of any or all of the COUNTY's obligations under Section III (D) of this AGREEMENT; and/or
 6. in excess of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- J. **Supplemental or Substitute Work.** Either PARTY may request, after the construction contract is awarded by the GRANTEE, that supplemental or costlier substitute work be added to the contract's scope of work. The GRANTEE will cause said supplemental or substitute work to be added to the contract, provided that said work shall not unreasonably delay the PROJECT schedule. Unless otherwise agreed to by the PARTIES in writing, whichever PARTY requested or caused said supplemental or costlier substitute work shall pay for the cost increases of said work in full.
- K. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT A.

- L. **Submittals.** All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Construction
Attn: Holly Cichy, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Holly.Cichy@cookcountyil.gov

V. **REPORTING**

- A. **Quarterly Performance Reports.** The GRANTEE must submit quarterly performance reports to the COUNTY not later than thirty (30) days after the reporting period as determined by the COUNTY. Quarterly performance reports must include the following information:
1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Strategic Planning and Policy, including the name of the PROJECT and its associated section number;
 2. an estimated percentage of construction work completed for the PROJECT;
 3. a statement indicating whether construction of the PROJECT is on, behind or ahead of schedule;
 4. a record of construction activities and expenditures to date and for the current reporting period;
 5. a forecast of quarterly construction activities and expenditures for the remainder of the PROJECT; and
 6. any significant changes to the PROJECT schedule.
- B. **Extensions.** The GRANTEE may request to extend the due date of any quarterly performance reports and the COUNTY will reasonably consider any such requests.
- C. **Use of Reports.** The COUNTY will use quarterly performance reports to compare the rate of the GRANTEE's actual expenditures to the planned amounts in the approved funding breakdown for the PROJECT (EXHIBIT A) and to track construction activities against the approved milestones in the PROJECT schedule (EXHIBIT B).
- D. **Final Performance Report.** The GRANTEE must submit a final performance report with its request for final reimbursement. The final report should describe cumulative construction activities, including a complete description of the GRANTEE's achievements with respect to the PROJECT's objectives and milestones. The COUNTY will not issue final reimbursement until the final report is submitted.
- E. **Report Format.** The GRANTEE shall use whatever forms or documents are required for use by the COUNTY in submitting the quarterly and final performance reports.
- F. **Failure to Report.** The GRANTEE understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.

- G. **Submittals.** All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Strategic Planning and Policy
Attn: Jesse Elam
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Jesse.Elam@cookcountyil.gov

VI. GENERAL CONDITIONS

- A. **Authority to Execute.** The PARTIES have read and reviewed the terms of this AGREEMENT and by their signatures as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- C. **Compliance with Laws, Rules and Regulations.** The PARTIES shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this AGREEMENT.
- D. **Conflicts of Interest.** The GRANTEE understands and agrees that no director, officer, agent or employee of the GRANTEE may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.
- E. **Conflict with Exhibits.** In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.
- F. **Counterparts.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. **County Section Number.** The PROJECT is hereby designated as COUNTY section number 21-IICBP-04-BT. The GRANTEE shall include COUNTY section number 21-IICBP-04-BT on all PROJECT-related submittals, including, but not limited to, emails, correspondence and invoices.

- H. **Designation of Representatives.** Not later than fourteen (14) calendar days after the Effective Date of this AGREEMENT, as defined in Section VI (J) below, each PARTY shall designate in writing a full-time representative for the carrying out of the AGREEMENT. Each representative shall have the authority, on behalf of the respective PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.

- I. **Dispute Resolution.** In the event of any dispute, claim, question or disagreement arising out of the performance of this AGREEMENT, the PARTIES shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the PARTIES cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the DEPARTMENT's Superintendent shall be final.

- J. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT. This AGREEMENT shall become effective only in the event the corporate authorities of each PARTY approve this AGREEMENT.

- K. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written and oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which any of the PARTIES is relying upon in entering into this AGREEMENT.

- L. **Force Majeure.** Neither PARTY shall be liable for any delay or non-performance of their obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.

- M. **Indemnification.** The GRANTEE shall indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgments, caused by the negligent acts, omissions or willful misconduct of the GRANTEE, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.

- N. **Modification.** This AGREEMENT may only be modified by a written instrument executed by the DEPARTMENT's Superintendent and an authorized representative of the GRANTEE.

- O. **No Individual or Personal Liability.** The PARTIES agree that the actions taken and the representations made by each respective PARTY and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer

or representative of any PARTY will incur personal liability in conjunction with this AGREEMENT.

P. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to benefit any person, entity or municipality not a party to this AGREEMENT, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this AGREEMENT. This AGREEMENT is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any PARTY. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any PARTY will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.

Q. **Notices.** Unless otherwise specified, all reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY: Superintendent
Attn: Jennifer "Sis" Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Jennifer.Killen@cookcountyil.gov

To the GRANTEE: Village Manager
Attn: Raymond R. Rummel
Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007
E-mail: RRummel@elkgrove.org

R. **Project Location.** A map showing the PROJECT limits is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT C.

S. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.

T. **Records Maintenance.** The GRANTEE shall maintain during the term of this AGREEMENT and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.

- U. **Reviews and Audits.** The GRANTEE shall give the COUNTY access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of COUNTY funds under this AGREEMENT to necessitate any reviews or audits.
- V. **Section Headings.** The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- W. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- X. **Timely Review and Approval.** Wherever in this AGREEMENT approval or review by either the COUNTY or GRANTEE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- Y. **Venue and Applicable Law.** All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purposes of any litigation relative to this AGREEMENT and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.
- Z. **Waiver of Default.** The failure by the COUNTY or GRANTEE to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or GRANTEE unless such provision is waived in writing.

(signature page to follow)

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF ELK GROVE VILLAGE:

Toni Preckwinkle
President
Cook County Board of Commissioners

Craig B. Johnson
Mayor

This ____ day of _____, _____

This ____ day of _____, _____

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

RECOMMENDED BY:

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

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook
Department of Transportation and Highways

By: _____
Assistant State's Attorney

EXHIBIT A

Funding Breakdown

PHASE	TOTAL ESTIMATED COST	GRANTEE SHARE	COUNTY SHARE
Construction and Construction Engineering	\$1,640,514	Balance	30% (up to \$500,000)

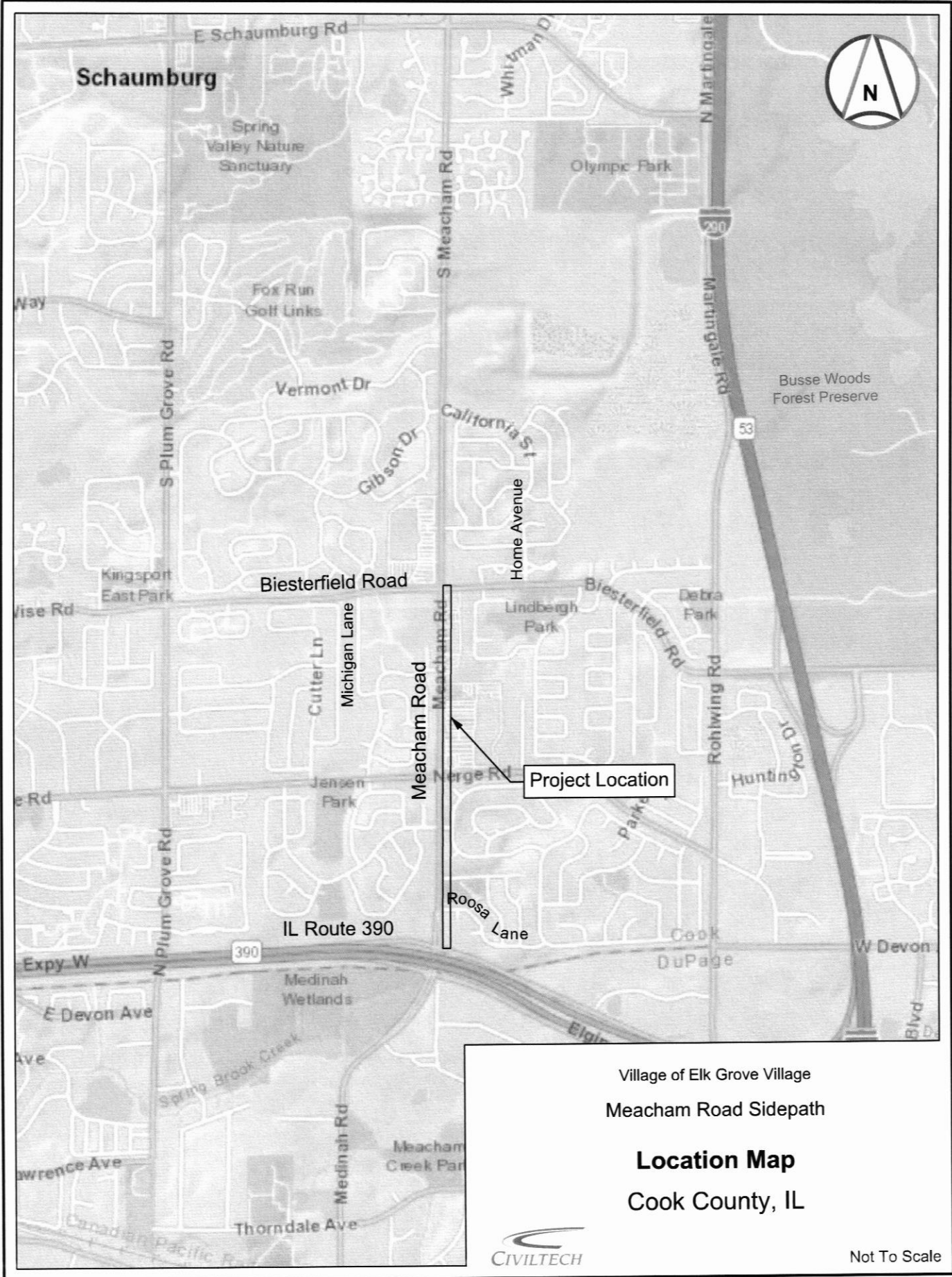


Invest in Cook Project Schedule

EXHIBIT B

	Description	Date
Milestone 1	Phase I Completed	02/01/2021
Milestone 2	Initial Phase II Design	03/01/2021
Milestone 3	Cook County Permit Submittal	10/01/2021
Milestone 4	Obtain Cook County Permit	04/01/2022
Milestone 5	Expected Construction Letting	05/01/2022
Milestone 6	Expected Construction Completion	11/01/2022
Milestone 7		
Milestone 8		
Milestone 9		
Milestone 10		
Milestone 11		
Milestone 12		
Milestone 13		
Milestone 14		
Milestone 15		

EXHIBIT C



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DEVELOPMENT AND OPERATING AGREEMENT FOR A CRAFT GROW FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND WRCB, LLC

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

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

**DEVELOPMENT AND OPERATING AGREEMENT
CRAFT GROW FACILITY**

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

DEVELOPMENT AND OPERATING AGREEMENT

CRAFT GROW FACILITY

THIS DEVELOPMENT AND OPERATING AGREEMENT ("Agreement") is made and entered into as of this **First** day in **October, 2021**, by and between the Village of Elk Grove Village, Illinois, a Home Rule Illinois municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and **WRCB, LLC** ("Craft Grower") an Illinois **Limited Liability Corporation**.

RECITALS

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

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

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

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

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

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

I

RECITALS PART OF AGREEMENT

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

II

MUTUAL ASSISTANCE

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

III

CRAFT GROWER'S ACKNOWLEDGMENTS AND REPRESENTATIONS

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

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

ZONING AND BUILDING

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

4.02. Building Material and Design.

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

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

C. Fencing and Driveway. The entire Building will be surrounded by an architectural wrought iron style security fence or equivalent as approved by the Village, no less than eight feet

(8') in height on the sides and rear of the Building and eight feet (8') in front of the Building, but under no circumstance shall the fencing extend beyond the front corner of the building. The driveway(s) into the property shall be gated with wrought iron or other metal gates, as approved by the Director of Community Development, and shall be opened and closed only for permitted persons as allowed by the Act.

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

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

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

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

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

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

V

PUBLIC SAFETY/SECURITY

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

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

5.03 Video Camera Security System. Craft Grower shall provide the Elk Grove Village Police Department with direct access to their facility's video camera security system. Moreover, the

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

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

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

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

VI

FEES / CONTRIBUTIONS

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

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

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

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

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

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

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

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

VII

GENERAL PROVISIONS

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

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

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

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

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

To Craft Grower:

BRITTANY AIYASH
WRCB, LLC.
3110 35TH STREET
OAK BROOK, ILLINOIS, 60523

With copies to:

And

To the Village:

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

With copies to:

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

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

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

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

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

7.08 Term / Renewal.

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

- B. Option to Extend. The term of this Agreement shall be automatically renewable for a total of two (2) ten (10) year terms (“Renewal Terms”) each following the original term or any renewable term at the annual fee structure stated below and otherwise upon the same terms and conditions stated in this Agreement. If Craft Grower

desires not to extend any subsequent term of the Agreement, it shall give the Village written notice of its intention not to extend the term at least ninety (90) days prior to the expiration of the then current term whereupon the Agreement shall be deemed canceled upon the expiration of the then current term.

- C. Termination. Should the Act be repealed, then this Agreement shall terminate and Craft Grower shall cease doing business in the Village. Should the State enact new legislation enabling this Program (or its successor) to continue, then, so long as Craft Grower maintains a valid License and valid Village License, this Agreement shall automatically be renewed annually for each and every year subsequent to the date wherein this Agreement is continued. Notwithstanding the above referenced termination by Craft Grower upon expiration of the current term, Craft Grower shall have the right to terminate this Agreement by giving the Village written notice of its intention to terminate at least ninety (90) days prior to the termination date in effect.

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

BRITTANY AIYASH (WRCB, LLC.)
An Illinois Limited Liability Corporation

VILLAGE OF ELK GROVE VILLAGE,
An Illinois Municipal Corporation

By: *Brittany Aiyash*
Manager/Member

By: _____
Its Mayor

ATTEST:

By: _____
Village Clerk