



AGENDA

REGULAR VILLAGE BOARD MEETING

DECEMBER 14, 2021

7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PRINCE OF PEACE UNITED METHODIST CHURCH, PASTOR ROBYN TABB)

3. APPROVAL OF MINUTES OF NOVEMBER 16, 2021

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: NOVEMBER 30, 2021 \$4,304,943.44
DECEMBER 14, 2021 \$ 915,425.40

6. CONSENT AGENDA

- a. Consideration to approve payment to the Suburban O'Hare Commission (SOC) for the purpose of funding an analysis of the overnight Runway Rotation Program under consideration by the ONCC in the amount of \$96,000.

(The Board of Directors of the Suburban O'Hare Commission (SOC) has approved a contract with JDA Aviation Consultants to provide analysis and support for SOC communities related to the development of an overnight runway rotation program underway by the O'Hare Noise Compatibility Commission (ONCC).

(This approval authorizes the Village to make up to four (4) quarterly payments of \$24,000 to SOC, which will fund the payment of the JDA contract during 2022.

(SOC's contract with JDA is effective until December 31, 2022, or until the ONCC and CDA approve a Fly Quiet runway rotation program, whichever occurs first.

(If the contract between SOC and the JDA is terminated prior to the end of 2022, the Village's payments will be pro-rated accordingly.

(These payments are inclusive of the Village's annual SOC dues.)

- b. Consideration to renew a professional service contract with Lauterbach & Amen, LLP of Naperville, IL to perform the Village's annual audit in an amount not to exceed \$36,700.

(This renewal extends the contract with Lauterbach & Amen, LLP to audit the financial statements for the fiscal year ending April 30, 2022.

(This one year extension is being requested due to current staff demands and represents no increase from the previous year.

(Lauterbach & Amen, LLP audits many municipalities with personnel specializing in governmental accounting. They have demonstrated their commitment by providing a high level of quality service with technically competent personnel.

(Their expertise is critical for the adoption of new accounting pronouncements issued by the Governmental Accounting Standards Board (GASB).

(Adequate funds are included in the proposed FY 2022-23 budget.

(The Library will retain the same auditor as the Village under a separate contract.

(The Director of Finance recommends approval.)

- c. Consideration to award a professional services contract to Cartegraph Systems, LLC of Dubuque, IA for support and maintenance of the Cartegraph OMS (Operations Management System) covering a three-year period for a total amount not to exceed \$183,280.70 split between the Public Work General and Water & Sewer Funds.

(The Village originally purchased the Cartegraph OMS (Operations Management System) software suite from Cartegraph Systems in April 2020.

(The software support and maintenance costs during implementation through December 31, 2021 are defined in the agreement negotiated with Cartegraph Systems at the time of our original purchase.

(This \$183,280.70 contract will be paid out over a three-year period from January 1, 2022 through December 31, 2024, with an annual expenditure of approximately \$61,094 per year.

(Funds have been budgeted in the Public Works General Fund (50%) and Water & Sewer Fund (50%).

(The Director of Public Works recommends approval.)

- d. Consideration to award a professional service contract to Engineering Enterprises, Inc. of Sugar Grove, IL for design and construction engineering services for the Well No. 9 rehabilitation in the amount of \$84,932 from the Busse Elmhurst TIF Fund.

(A proposal was solicited from Engineering Enterprises, Inc. (EEI) of Sugar Grove, IL for design and construction engineering services to survey, develop contract plans, specifications, utility coordination and permitting to rehabilitate Well No. 9.

(Well No 9 is currently out of service due to electrical and pump-related issues. The rehabilitation process will reinstate the well and increase the amount of water available from our backup wells in case of an emergency.

(The Director of Public Works recommends approval.)

- e. Consideration to award a professional services contract with Mac Strategies Group, Inc. of Chicago, IL to provide strategic consulting and advocacy services to the Village in consulting with the State of Illinois and other governmental agencies for the 2022 calendar year in the amount of \$36,000.

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

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

(This contract will continue these services for calendar year 2022.)

- f. Consideration to award a professional services contract to Cornerstone Government Affairs, Inc. of Washington DC to provide strategic consulting and advocacy services to the Village in consulting with the State of Illinois for the 2022 calendar year in the amount of \$120,000.

(Cornerstone has been retained by the Village to assist with legislative monitoring and advocating on behalf of the Village in relation to legislation being considered by the State of Illinois. In addition, they help identify and secure grant funding for critical Village infrastructure projects.

(This contract will continue these services for calendar year 2022.

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

(The Village Attorney recommends approval.)

- g. Consideration of the following:

- To award a professional services contract to HR Green of McHenry, IL for engineering/bidding services, construction observation and project management services related to the demolition and restoration of property located at 1700 Oakton Street in an amount not to exceed \$52,945 from the Busse-Elmhurst TIF Fund; and
- To award a professional services contract to HR Green of McHenry, IL for engineering/bidding services, construction observation and project management services related to the demolition and restoration of property located at 750 S. Arlington Heights Road in an amount not to exceed \$38,945 from the Capital Projects Fund.

(HR Green, Inc. submitted a proposal to provide the necessary engineering/bidding, construction observation and project management services for the demolition and site restoration for properties located 750 S. Arlington Heights Road and 1700 Oakton Street. (HR Green, Inc. has successfully provided consulting services to the Village for the construction management of the two new fire stations, two Public Works facilities, the Beisner Road R.O.W. Storm Sewer Replacement, Higgins Road watermain extension, as well as several other projects.

(Additionally, HR Green has provided similar services in relation to the demolition and restoration of the former Elk Grove Hotel, Motel 6, Days Inn, 1550 E. Higgins, and 1932 E. Higgins sites.

(The Deputy Village Manager recommends approval.)

h. Consideration of the following:

- To adopt Ordinance No. 3731 authorizing the Levy and Collection of Taxes for the Corporate and Municipal purposes of the Village of Elk Grove Village for the Fiscal Year beginning May 1, 2022 and ending April 30, 2023; and
- To adopt Ordinance No. 3732 abating a portion of the 2021 Property Taxes Levied for certain taxable General Obligation Bonds, Series 2013, of the Village of Elk Grove Village; and
- To adopt Ordinance No. 3733 abating a portion of the 2021 Property Taxes Levied for certain taxable General Obligation Bonds, Series 2017, of the Village of Elk Grove Village; and
- To adopt Ordinance No. 3734 abating a portion of the 2021 Property Taxes Levied for certain taxable General Obligation Bonds, Series 2021, of the Village of Elk Grove Village.

(The determination was included on the November consent agenda.

(The 2021 Tax Levy will be collected in FY 2022-23.

(The Director of Finance recommends approval.)

i. Consideration to adopt Ordinance No. 3735 authorizing the Village of Elk Grove Village to accept the conveyance of certain property by Quit Claim Deed.

(The abandoned building on property located at 750 S. Arlington Heights Road has presented as a detriment to the health, safety and welfare of the residents.

(The conveyance of this property would be in the best interest of the Village.

(This Ordinance authorizes the Village to accept the conveyance of property from John R. Riggs as Trustee of the John R. Riggs Trust u/t/a Dated August 22, 1997.)

j. Consideration to adopt Resolution No. 64-21 authorizing the Mayor and Village Clerk to execute an agreement between the Village of Elk Grove Village and Pace, the Suburban Bus Division of the Regional Transportation Authority (Dial-a-Ride Program).

(This agreement provides for a cost-share between Pace and the Village of Elk Grove to offer curb-to-curb paratransit Dial-A-Ride bus service to Elk Grove residents.

(The agreement includes the traditional Pace subsidy, wherein Pace will contribute 75% of the net service costs, up to \$164,612.

(The Village is responsible for the remainder of the net service costs, which in 2022 are estimated to be \$164,010.

(In addition to the traditional Pace contribution, in 2022 Pace will send the Village a one-time payment of \$25,725, representing 15% of the Village's estimated 2021 local share costs. This one-time payment was made possible by federal Coronavirus Relief funding (CARES Act).

(Aside from this additional payment, the terms of this year's Agreement have not been significantly modified in comparison to previous years.)

k. Consideration to adopt Resolution No. 65-21 authorizing the Mayor and Village Clerk to execute a renewal of the service agreement between the Village of Elk Grove Village and Municipal GIS Partners of Des Plaines, IL for support services in connection with Elk Grove Village's Geographic Information Systems (GIS) in an amount not to exceed

\$171,324 from the Business Leaders Fund.

(The renewal provides for a one-year extension of the service agreement with MGP that will run from January 1, 2022 to December 31, 2022, and can be terminated at any time with 90 days notice.

(In April of 2008, the Village Board entered into an agreement to join the GIS Consortium (GISC), which is now a group of thirty-eight (38) local communities that work together to develop a cost-effective solution for implementing Geographic Information Systems (GIS) and related technologies.

(By collaborating, communities create GIS opportunities otherwise unavailable because of complexity and cost. The mission of the Consortium is to create value by managing cost and risk in a cooperative environment.

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

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

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

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

(The Director of Public Works recommends approval.)

1. Consideration to adopt Resolution No. 66-21 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 1355 Greenleaf Avenue.

(The Law Offices of Liston & Tsantilis, on behalf of their client 1355 Greenleaf KT LLC (Applicant), is seeking a Cook County Class 6B property tax exemption for property located at 1355 Greenleaf Avenue.

(The Applicant intends to purchase the existing building and lease it to their related entity, Magnetic Inspection Laboratory. The forty-eight year old building is 40,031 square feet.

(Magnetic Inspection Laboratory began operations in 1942 and is a leader in precision manufacturing for the aerospace and defense industries. They have been in Elk Grove Village since 1988, where they employ over 260 people and have three locations.

(Magnetic Inspection Laboratories plans to invest over \$12 million in the project including property acquisition, façade updates, parking lot reconstruction with detention, landscaping enhancements, interior buildout, and process line build-out. The new facility will employ approximately 25 people.

(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 a purchase for value with special circumstances and significant rehabilitation.

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

(Upon approval, the Director of Business Development and Marketing will issue a Letter

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

7. REGULAR AGENDA

- a. Consideration to approve a sign variation for Strawberry Hill Plaza located at the northeast corner of Biesterfield Road and Meacham Road.

(Variations are necessary to permit a monument sign in excess of six (6') feet in height with an overall sign area exceeding seventy-eight (78) square feet.

(Strawberry Hill Plaza's existing free standing sign located along Biesterfield Road was struck by a vehicle and is being replaced.

(The Director of Community Development recommends approval.)

- b. Consideration to adopt Ordinance No. 3736 to rezone the property located at 1600 Oakton Street, Elk Grove Village from B-2 Business District to I-1 Industrial District and rezone the property located at 1700 Oakton Street, Elk Grove Village from B-3 Business District to I-1 Industrial District; and approve a Plat of Resubdivision identified as PRIME DATA CENTERS CAMPUS EGV together with and subject to recommended conditions and variations on properties located at 1500 E. Higgins Road, 1550 E. Higgins Road, 1600 Oakton Street and 1700 Oakton Street, Elk Grove Village.

(The Plan Commission held a Public Hearing on November 29, 2021 to consider the petitions by Prime Data Centers to rezone two parcels to I-1, resubdivide four parcels into one lot, and associated variations.

(The Village Board received a Finding of Fact from the Plan Commission recommending approval of these petitions subject to certain conditions.

(The Village is the current owner of the subject properties.

(The petitions and plans presented to the Plan Commission for this project are in accordance with the redevelopment agreement between the Village and Prime Data Centers which was approved by the Village Board on September 14, 2021.)

8. PLAN COMMISSION - Village Manager Rummel

- a. Consideration of a petition submitted by 776 Oak Lawn Ave., LLC for a Special Use Permit to operate an automobile repair garage at 85 Kelly Street. (A Public Hearing date is yet to be established.)
- 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

- a. ZBA Docket 21-6 - Consideration of a petition submitted by Kyle and Laila Bashia seeking a fence variation as it pertains to permitted locations of fences in residential zoning districts for property located at 655 New Mexico Trail. (PH 12-15-2021)

- 10. YOUTH COMMITTEE** - Trustee Franke
 - 11. BUSINESS LEADERS FORUMS** - Trustee Schmidt
 - 12. CABLE TELEVISION COMMITTEE** - Trustee Lissner
 - 13. HEALTH & COMMUNITY SERVICES** - Trustee Prochno
 - 14. INFORMATION COMMITTEE** - Trustee Miller
 - a. Newsletter Redesign
 - 15. RECYCLING & WASTE COMMITTEE** - Trustee Feichter
 - 16. PARADE COMMITTEE** - Mayor Johnson
 - 17. PERSONNEL COMMITTEE** - Trustee Franke
 - 18. JUDICIARY, PLANNING AND ZONING COMMITTEE** - Trustee Prochno
 - 19. CAPITAL IMPROVEMENTS COMMITTEE** - Trustee Schmidt
 - 20. AIRPORT UPDATE** - Mayor Johnson
 - 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. 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)
 - b. 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)
 - c. 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**
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28. PUBLIC COMMENT

29. ADJOURNMENT

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE LEVY AND COLLECTION OF TAXES FOR THE CORPORATE AND MUNICIPAL PURPOSES OF THE VILLAGE OF ELK GROVE VILLAGE FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023

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:

Section 1: That the sum of thirty four million, one hundred fifteen thousand, six hundred twenty dollars (\$34,115,620) being the total amount to be levied from the approved budget heretofore made for the corporate and municipal purposes specified and herein, less the estimated revenue from sources other than general taxation, for the fiscal year beginning May 1, 2022 and ending April 30, 2023 be and the same is hereby levied on all taxable property within the Village of Elk Grove Village according to the valuation of said property as is, or as shall be assessed, or equalized by the State, for the current year 2021. The fiscal year 2022 budget was approved in accordance with sections 5/8-2-9.1 to 5/8-2-9.10 of the Illinois Compiled Statutes (the Municipal Budget Act) by the Mayor and Board of Trustees of the Village of Elk Grove Village at a meeting regularly convened and held in the said Village of Elk Grove Village, Illinois on the 13th day of April, 2021. Publication of the tentative annual budget and notice of the public hearing relating there so was made April 2nd, 2021, pursuant to Section 5/8-2-9.9 of Chapter 65 of the Illinois Compiled Statutes. The various objects and purposes for which said budgets were set forth under the column entitled "Amount Budgeted", and the specific amount hereby levied for each object and purpose is set forth under the column entitled "Amount Levied", as follows:

Section 2: That this Levy Ordinance is adopted pursuant to the Illinois Municipal Code providing however, that any tax rate limitation or any other substantive limitations as to tax levies in the Illinois Municipal Code in conflict with the Ordinance shall not be applicable to this Ordinance as the Village of Elk Grove Village is a "Home Rule" municipality having a population in excess of 25,000, and elects to exercise all powers granted pursuant to Section 6, Article VII of the Constitution of the State of Illinois and particularly does not choose to be bound by any tax limitations contained in the Illinois Municipal code.

Section 3: That this Levy Ordinance is adopted in full compliance with Public Act 82-102 known as the Truth-In-Taxation Act and amended by Public Act 86-957.

Section 4: That the Village Clerk is hereby ordered and directed to file a certified copy of the Ordinance with the County Clerks of Cook and DuPage Counties on or before the time required by law.

Section 5: That this Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval according to law.

ADOPTED this ____ day of December, 2021 pursuant to a roll call vote as follows:

AYES: ____ NAYS: ____ ABSENT: ____

PASSED this ____ day of December 2021.

APPROVED this ____ day of December 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE ABATING A PORTION OF THE 2021 PROPERTY TAXES LEVIED FOR CERTAIN TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013, OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

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

Section 1: That the County Clerks of Cook and DuPage Counties, are hereby authorized and directed to abate \$1,333,500 from the taxes levied for 2021 in Ordinance No. 3331, duly passed and approved on the 8th day of January, 2013, which Ordinance provided for the issuance of \$38,000,000 dollars Taxable General Obligation Bonds, Series 2013, of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois.

Section 2: That the Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerks of Cook and DuPage, Counties, Illinois prior to December 31, 2021.

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of December 2021.

APPROVED this _____ day of December 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of December 2021.

ORDINANCE NO. _____

AN ORDINANCE ABATING A PORTION OF THE 2021 PROPERTY TAXES LEVIED FOR CERTAIN TAXABLE GENERAL OBLIGATION BONDS, SERIES 2017, OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

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

Section 1: That the County Clerks of Cook and DuPage Counties, are hereby authorized and directed to abate \$4,173,900 from the taxes levied for 2021 in Ordinance No. 3510, duly passed and approved on the 15th day of August, 2017, which Ordinance provided for the issuance of \$60,000,000 dollars Taxable General Obligation Bonds, Series 2017, of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois.

Section 2: That the Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerks of Cook and DuPage, Counties, Illinois prior to December 31, 2021.

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of December 2021.

APPROVED this _____ day of December 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of December 2021.

ORDINANCE NO. _____

AN ORDINANCE ABATING A PORTION OF THE 2021 PROPERTY TAXES LEVIED FOR CERTAIN TAXABLE GENERAL OBLIGATION BONDS, SERIES 2021, OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

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

Section 1: That the County Clerks of Cook and DuPage Counties, are hereby authorized and directed to abate \$848,595 from the taxes levied for 2021 in Ordinance No. 3696, duly passed and approved on the 23rd day of March, 2021, which Ordinance provided for the issuance of \$43,715,000 dollars Taxable General Obligation Bonds, Series 2021, of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois.

Section 2: That the Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerks of Cook and DuPage, Counties, Illinois prior to December 31, 2021.

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of December 2021.

APPROVED this _____ day of December 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of December 2021.

**NOTICE OF PROPOSED PROPERTY TAX INCREASE
FOR THE VILLAGE OF ELK GROVE VILLAGE**

- I. **A public hearing to approve a proposed property tax levy for the Village of Elk Grove Village, including the Public Library, for the year 2021 will be held on December 14, 2021 at 6:45 p.m. at the Charles J. Zettek Municipal Building, 901 Wellington Avenue, Elk Grove Village, Illinois.**

Any person desiring to appear at the public hearing and present testimony may contact Christine Tromp, Director of Finance, 901 Wellington Avenue, Elk Grove Village at (847) 439-3900.

- II. **The corporate and special purpose property taxes extended or abated for 2020 were \$21,712,061.**

The proposed corporate and special purpose property taxes to be levied for 2021 are \$23,791,045. This represents a 9.58% increase over the previous year.

- III. **The property taxes extended for debt service and public building commission leases for 2020 were \$3,961,624.**

The estimated property taxes to be levied for debt service and public building commission leases for 2021 are \$3,968,580. This represents a .18% increase over the previous year.

- IV. **The total property taxes extended or abated for 2020 were \$25,673,685.**

The estimated total net property taxes to be levied for 2021 for the Village and the Library are \$27,759,625. This represents a 8.12% increase over the previous year.

**Christine Tromp
Director of Finance**

Published in the Daily Herald on December 1, 2021.

**CERTIFICATE OF COMPLIANCE
TRUTH IN TAXATION**

**VILLAGE OF ELK GROVE VILLAGE
COUNTIES OF COOK AND DUPAGE**

CERTIFICATE OF MAYOR

I, **Craig B. Johnson**, Mayor of the Village of Elk Grove Village, do hereby certify that I am the presiding officer of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois.

As such presiding officer, I do further certify that the 2021 Levy Ordinance, a certified copy of which is appended hereto, was adopted December 14th, 2021 pursuant to, and in all respects in compliance with, the provisions of the Illinois Property Tax Code - "Truth in Taxation Law", 35 ILCS 200/18-60 through 18-85.

Date: December 14, 2021

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Village of Elk Grove
Tax levy Ordinance

2021	Amount Budgeted	Amount Levied
General Fund		
Mayor & Board		
Personal Services \$	453,689	38,327
Supplies \$	18,975	
Communication \$	70,800	
Professional Development \$	168,195	
Maintenance Service \$	3,000	
Professional Services \$	1,814,200	
Operating Capital	-	
Fixed Capital	-	
	2,528,859	
Village Clerk		
Personal Services \$	146,873	18,687
Supplies \$	2,500	
Communication \$	6,600	
Professional Development \$	4,900	
Maintenance Service \$	500	
Professional Services \$	10,400	
Operating Capital	-	
	171,773	
Village Manager		
Personal Services \$	2,123,755	96,476
Supplies \$	32,850	
Communication \$	17,500	
Professional Development \$	105,090	
Maintenance Service \$	310,650	
Professional Services \$	314,845	
Operating Capital \$	135,000	
Capital Replacement Pmts \$	82,369	
	3,122,059	
Finance Department		
Personal Services \$	2,179,254	202,636
Supplies \$	10,500	
Communication \$	75,050	
Professional Development \$	16,305	
Maintenance Service \$	6,800	
Other Services & Charges \$	402,567	
Operating Capital	-	
Other Non-Operating	-	
	2,690,476	
Fire Department		
Personal Services \$	19,681,530	7,718,208
Supplies \$	377,360	
Communication \$	54,750	
Professional Development \$	183,100	
Maintenance Service \$	216,830	
Other Services & Charges \$	789,410	
Operating Capital \$	19,450	
Fixed Capital \$	-	
Capital Replacement Pmts \$	757,488	
	22,079,918	
Police Department		
Personal Services \$	19,077,328	6,939,149
Supplies \$	261,840	
Communication \$	90,300	
Professional Development \$	283,625	
Maintenance Service \$	155,280	
Other Services & Charges \$	1,447,390	
Operating Capital \$	99,250	
Fixed Capital \$	-	
Capital Replacement Pmts \$	202,992	
	21,618,005	
Community Development		
Personal Services \$	2,520,811	190,637
Supplies \$	16,850	

Village of Elk Grove
Tax levy Ordinance

Communication	\$	24,800
Professional Development	\$	17,660
Maintenance Service	\$	38,080
Other Services & Charges	\$	179,600
Operating Capital	\$	23,500
Fixed Capital	\$	-
Capital Replacement Pmts	\$	1,167
		<u>2,822,468</u>

Department of Public Works

Personal Services	\$	4,872,015	2,391,615
Supplies	\$	784,900	
Communication	\$	21,325	
Professional Development	\$	35,850	
Maintenance Service	\$	1,374,845	
Other Services & Charges	\$	574,600	
Operating Capital	\$	65,200	
Fixed Capital	\$	44,000	
Capital Replacement Pmts	\$	628,192	
		<u>8,400,927</u>	

Total General Corporate Fund	63,434,485	17,595,735
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Summary

Purpose	Levy	Abatement	1% loss	Total
General Corporate	8,042,619		80,426	8,123,045
Fire Pension	4,403,044		44,030	4,447,074
Police Pension	3,622,588		36,226	3,658,814
IMRF	513,105		5,131	518,236
FICA	840,164		8,402	848,566
Total	17,421,520	-	174,215	17,595,735

Debt Service - General Obligation Bonds				
GO Bonds - Series 2010	abated in entirety			-
GO Bonds - Series 2012	2,693,600		26,936	2,720,536
GO Bonds - Series 2013	1,333,500	(1,333,500)	-	-
GO Bonds - Series 2017	4,173,900	(4,173,900)	-	-
GO Bonds - Series 2017A	689,800	-	6,898	696,698
GO Bonds - Series 2021	1,394,483	(848,595)	5,458	551,346
Total	10,285,283	(6,355,995)	39,292	3,968,580

Elk Grove Public Library				
Personal Services	3,580,117			
Supplies	194,705			
Communication	95,000			
Professional Development	87,975			
Maintenance Service	314,208			
Other Services & Charges	1,430,813			
Operating Capital	165,800			
Fixed Capital	497,500			
Total Library	6,366,118	6,133,970	61,340	6,195,310

Total Levy with Debt Service				
	33,840,773	(6,355,995)	274,847	27,759,625

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE VILLAGE OF ELK GROVE VILLAGE TO ACCEPT THE CONVEYANCE OF CERTAIN PROPERTY BY QUIT CLAIM DEED

WHEREAS, the Village became aware that the owner of property located at 750 S. Arlington Heights Road was interested in conveying the property to the Village by Quit Claim Deed in Lieu of Foreclosure; and

WHEREAS, the Village, being aware that the abandoned building on the property presented a detriment to the health, safety and welfare of the residents of the Village and that the conveyance would be in the best interests of the Village.

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

Section 1: That the Village hereby accepts the conveyance of property located at 750 S. Arlington Heights Road from John R. Riggs as Trustee of the John R. Riggs Trust u/t/a Dated August 22, 1997, which property is legally described as follows:

THE NORTH 130.55 FEET OF THE EAST 397.08 FEET OF THE NORTH 15 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 12 FEET OF THE EAST 45 FEET THEREOF) IN COOK COUNTY, ILLINOIS.
08-32-200-023-0000

Section 2: That the Village Attorney is hereby directed to record the Quit Claim Deed with the Cook County Recorder of Deeds and thereafter cause the property to be exempt from the Cook County Property Tax Assessment.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 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 AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (DIAL-A-RIDE PROGRAM)

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:

**PARATRANSIT LOCAL SHARE AGREEMENT
Elk Grove Village**

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

PARATRANSIT LOCAL SHARE AGREEMENT
Elk Grove Village

This PARATRANSIT LOCAL SHARE AGREEMENT (“Agreement”) is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, (“Pace”) and Elk Grove Village, an Illinois municipal corporation, (“Sponsor”). Pace and Sponsor are sometimes individually referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

RECITALS

WHEREAS, Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 *et seq.*) to aid and assist public transportation in the six county Northeastern Illinois area;

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

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

WHEREAS, the Parties are units of government within the meaning of Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement; and

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** This Agreement will be in effect beginning on January 1, 2022. If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party’s signature on this Agreement will be deemed to be the date that the signing Party signed this Agreement.

2. **Service Description.** Demand response curb-to-curb paratransit service will be provided for eligible riders as described in the attached Exhibit A (“Service”). The Service and its parameters are subject to change upon approval by Pace and the participating Service sponsor(s).

3. **Term and Termination.** This Agreement will remain in effect through December 31, 2021 unless earlier terminated by a Party upon 30 days’ advance written notice to the other Party in the event: (a) sufficient funds have not been appropriated to cover the required financial contribution by Pace or any other agency funding the Service; (b) Pace develops alternative public transportation

services which, as determined by Pace, will better meet the transportation needs of the public; (c) Sponsor fails to make payments as required by Section 6 of this Agreement; (d) Pace has materially failed to perform its obligations under this Agreement; or (e) Sponsor otherwise determines that the Service is not satisfactory.

4. **Service Provider.** Pace will contract with one or more outside service providers to provide the Service. Pace will not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace's outside service provider(s). Pace shall make every reasonable effort to have the Service restored as soon as practical. No fees will be charged by any outside service provider for Service not performed.

5. **Reporting.** Pace shall provide Sponsor with electronic access to or, in the event electronic access is unavailable, a copy of the reports shown on the attached Exhibit B. Pace, in its sole discretion, may design additional reports, as needed.

6. **Local Share Funding.** Sponsor shall participate in the financial support of the Service by reimbursing Pace monthly for the local share incurred by Pace in providing the Service ("Local Share"). The Local Share will equal the total expense of the Service ("Total Expense") less any fare revenue from the Service less any Pace subsidy for the Service ("Pace Contribution") less any grants for the Service and will be calculated as follows (see Cost Estimate Worksheet attached as Exhibit C:

- (a) The Total Expense will equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense will be calculated by multiplying the number of vehicle Revenue hours by the hourly rate charged to Pace by Pace's outside provider(s) delivering the Service. The per-trip Service expense will be calculated on a trip-by-trip basis. The operating expense will be the aggregate of rates and/or fees charged to Pace by Pace's outside service provider(s) delivering the Service.
- (b) The Pace Contribution, will equal the lesser of: (1) 75% of the actual Operating Deficit attributed to a maximum of 4,883 vehicle Revenue hours or (2) \$175,066.
- (c) In 2022 only, Pace will remit a one-time lump-sum subsidy check to Sponsor in the amount of \$25,726 which amount represents 15% of Sponsor's 2021 Estimated Local Share.
- (d) Sponsor shall pay Pace within 30 days of receiving the monthly bill for the Local Share. Sponsor shall mail payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venture, or partner of Sponsor, and nothing in this Agreement will be construed as creating any other relationship between Pace and Sponsor or between any employee or agent of Pace and Sponsor. Pace employees will at all times remain employees of Pace, and Pace will be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

8. **Insurance.** Pace shall require its outside service provider(s) providing the Service to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide Sponsor with a copy of the certificate of insurance upon written request by Sponsor.

9. **Indemnification.** Sponsor shall indemnify, defend, and hold harmless Pace and Pace's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Sponsor's intentional or negligent acts or omissions concerning the performance of any of Sponsor's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless Sponsor and Sponsor's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No Party will be liable for or be required to indemnify the other Party for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by the Party claiming indemnification ("Claimant") to the indemnifying Party ("Indemnitor") regarding any claim which Claimant believes to be covered under this Section, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but Claimant has the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this Section.

10. **Force Majeure.** A Party will not be held liable to any other Party for damages nor be deemed to have breached this Contract for failure or delay in performing any obligation under this Contract if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected Party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected Party will promptly notify the other Party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and will promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, this Contract may be terminated immediately for convenience at the option of Pace after written notice. Where an event of force majeure occurs after a Party's failure or delay in performance, the breaching Party will not be released from liability.

11. **Compliance with Laws.** The Parties shall comply with all local, state, and federal laws, statutes, ordinances, and rules applicable to this Agreement, including but not limited to

section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

12. **Headings.** The headings contained in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

13. **Waiver.** Failure of a Party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

14. **Binding Effect.** This Agreement will be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

15. **Entire Agreement and Non-Reliance.** This Agreement, including any introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement. Sponsor represents and warrants that: (a) Sponsor has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by Sponsor to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to Sponsor with respect this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) Sponsor has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, Sponsor acknowledges that Pace will not have or be subject to any liability to Sponsor resulting from the distribution to Sponsor or Sponsor's use of any information, including any information provided or made available to Sponsor or any other document or information in any form provided or made available to Sponsor, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

16. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

17. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

18. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

19. **Assignment.** No Party will assign, delegate, or otherwise transfer all or part of its

rights and obligations under this Agreement without the prior written consent of the other Party.

20. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless in writing and signed by the duly authorized signatory of each Party.

21. **Notice.** Any notice under this Agreement must be in writing and given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time will be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Standard Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

If to Pace:

550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director
Facsimile No.: (847) 228-4205

If to Sponsor:

Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007
Attention: Craig B. Johnson
Facsimile No.: 847-357-4008

22. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties will submit to the exclusive jurisdiction and venue of the state courts of Cook County, Illinois for any dispute arising out of or related to this Agreement.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

24. **Signature.** A signature to this Agreement that is transmitted by facsimile or scanned and transmitted electronically will be deemed an original signature for purposes of this Agreement.

25. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials on the dates stated below.



PACE

ELK GROVE VILLAGE

By: _____
Signature

By: _____
Signature

Print Name: Rocco L. Donahue

Print Name: CRAIG B. JOHNSON

Print Title: Executive Director

Print Title: MAYOR

Date: _____

Date: _____

Exhibit A

TRANSPORTATION SERVICES

VILLAGE OF ELK GROVE

Type of Service	Demand Response Paratransit service provided curb to curb.				
Service Operated By	Pace contracts with transportation provider(s) to provide service which is subject to this Agreement. This includes private or public transportation service providers. All providers are equipped with accessible vehicles.				
Trip reservation Method	1-hour advance reservation for regular dial-a-ride; semi-scheduled trips are provided per the Attachment to this Exhibit A.				
Service Area	Service within the Village of Elk Grove, excluding the industrial park area. Service to Woodfield Mall is available through transfer to fixed route #699. Semi-scheduled service is also available between Senior Housing sites and the Senior/Community Center, local grocery and shopping areas, and Stratford Square Mall, as mutually agreed upon by the Village and Pace. (See Attachment to this Exhibit A.)				
Service Hours	Monday through Friday 9:00 a.m. to 6:30 p.m. Saturday 9:00 a.m. to 4:00 p.m. Closure Days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.				
Fare Structure	<table><tr><td>Full Fare</td><td>\$1.30</td></tr><tr><td>Reduced Fare</td><td>\$.65</td></tr></table> <p>Elk Grove Village dictates the fare structure and may be subject to change</p> <p>The Reduced Fare category includes children ages 7-11, senior citizens age 65+, and persons with disabilities who have an RTA Reduced Fare Card, or an RTA, ADA Paratransit Services Card, and students (high school or younger with proper identification) traveling to or from school only, during school hours) Children under the age of 7 can only ride when accompanied by a fare paying passenger (a maximum of two children per fare paying passenger). The first two children under the age of 7 can ride free, with any additional children paying the reduced fare rate.</p>	Full Fare	\$1.30	Reduced Fare	\$.65
Full Fare	\$1.30				
Reduced Fare	\$.65				
Rider Eligibility	Public				

VILLAGE OF ELK GROVE

EXHIBIT A - ATTACHMENT

Semi-Scheduled Transportation Services

As a part of the services described in Exhibit A of the Local Share Agreement, the following pre-scheduled service will be provided at the Village's request. These services are to be provided free of charge to residents of the Village Grove Apartments and/or other senior housing complexes as may be identified and mutually agreed upon by the Village and Pace. The phone number to call is (847) 299-6212.

Monday Service:

Mallard Crossing Shopping Plaza

Pick-ups beginning at 1:00 p.m., returning trips at 2:30 p.m. and 3:00 p.m.

No reservations required.

Tuesday Service:

Mallard Crossing Shopping Plaza

Pick-ups beginning at 10:00 a.m., returning trips at 11:30 a.m. and 12:00 p.m.

No reservations required.

Wednesday Service:

Elks Crossing Plaza and Elk Grove Town Center Plaza

Pick-ups beginning at 9:00 a.m., returning trips at 10:30 a.m. and 11:00 a.m.

No reservations required.

Thursday Service:

Elks Crossing Plaza and Elk Grove Town Center Plaza

Pick-ups beginning at 10:00 a.m., returning trips at 11:30 a.m. and 12:00 p.m.

No reservations required.

Exhibit B

REPORT(S) DESCRIPTION

The following is a list and brief description of each category of reports which have been designed and be produced to generate data for the your program.

1. **Detailed Funding Source (Sponsor) Report**

The intent of this report is to produce a detailed listing of one-way trips delivered for each program funding source (sponsor) for a user specified period of time. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

The report is intended to match the design and content, as closely as possible, of the Detailed Provider Report. Data provided for each trip will include associated trip data such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources (sponsors), total cost of the trip, fare for the trip, distance of the trip, revenue hours (if applicable). The exact content of the report in its final form may vary depending on the feasibility of including the large amount of data specified in one report. It is possible that the report may be broken into one or more additional reports to make the data more manageable for the user.

The report shall have the ability to be sorted by provider, funding source, rider, and fare type.

2. **Monthly Funding Source (Sponsor) Invoice Report**

The intent of this report is to produce one or more summary reports of trips delivered for each funding source (sponsor) for the purposes of generating an invoice type report which may be used to bill funding sources for transportation provided. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by Fare Type, total cost of the trips, total expected fare, liquidated damages deducted, the total net reimbursement. The exact content of the report in its final form may vary depending on Pace and provider needs. The report may be broken into one or more additional reports if that design is more useful.

Plans call for the report to be sorted by provider, funding source, fare type, and rider.

3. **Missed Trip Report**

The Missed Trip Report is intended to produce a list of all trips picked up 61 or more minutes after the scheduled time; the service guideline defining a missed trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

4. **On-Time Performance Report**

The On-Time Performance Report (late pickups) is intended to produce a list of all trips picked up 16 or more minutes late; the service guideline defining a late trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

5. **Other Reports**

In addition to the reports described above, reports currently generated can also be made available. Reports currently available include:

Ridership by Category Report – A summary report by funding source indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

Client Trip List Report – A detailed listing alphabetically by rider last name of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding source.

Future Needs – Additional reports may be designed as needed by Pace and the local partner.

Exhibit C

COST ESTIMATE WORKSHEET

2022 LOCAL SHARE AGREEMENT

PROJECT: **VILLAGE OF ELK GROVE**

REVENUE	\$ 7,628
EXPENSE	\$346,704
DEFICIT	\$339,076
PACE SUBSIDY	\$175,066
LOCAL SHARE	\$164,010
ONE-TIME LUMP SUM 2021 SUBSIDY PAYMENT	\$ 25,726
RIDERSHIP	11,742
VEHICLE HOURS	4,883

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A SUPPLEMENTAL STATEMENT OF WORK BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND MUNICIPAL GIS PARTNERS, INCORPORATED

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

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

SUPPLEMENTAL STATEMENT OF WORK

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

4. The Contract is hereby amended to provide that the term "Onsite Analyst" is changed to "Site Analyst."

SIGNATURE PAGE FOLLOWS

Supplemental Statement of Work

Pursuant to and in accordance with Sections 1.2 of that certain GIS Consortium Service Provider Contract dated January 1, 2021 (the "Contract") between Elk Grove Village, an Illinois municipal corporation (the "Municipality") and Municipal GIS Partners, Incorporated (the "Consultant"), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2022 ("SSOW"):

In consideration of the mutual covenants and agreements hereinafter set forth the Municipality and the Consultant agree to amend the Contract as follows:

1. Project Schedule/Term:

Pursuant to Section 5.2 of the Contract, this SSOW shall extend the Initial Term for an additional one (1) year period. For the avoidance of doubt, this Renewal Term shall commence on January 1, 2022 and remain in effect for one (1) year.

2. Projected Utilization:

As set forth in Section 4.1(c) of the Contract, the project utilization shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The projected utilization for the calendar year beginning January 1, 2022 and ending December 31, 2022 is set forth in this Section 3 as follows:

- A. 1,318 hours of Site Analyst
- B. 257 hours of Shared Analyst
- C. 132 hours of Client Account Manager
- D. 62 hours of Manager

3. Service Rates:

As set forth in Section 4.1(c) of the Contract, the service rates shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The service rates for the calendar year beginning January 1, 2022 and ending December 31, 2022 is set forth in this Section 4 as follows:

- E. \$94.11 per hour for Site Analyst
- F. \$94.11 per hour for Shared Analyst
- G. \$111.44 per hour for Client Account Management
- H. \$135.34 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$171,324.00.

Signature Page to Supplemental Statement of Work

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of _____, _____.

ATTEST:

ELK GROVE VILLAGE

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: Donna J. Thomey

By: Thomas A. Thomey

Name: Donna Thomey
Its: Management Support Specialist

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

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 1355 GREENLEAF AVENUE, ELK GROVE VILLAGE, ILLINOIS

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

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

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

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 1355 Greenleaf Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-34-202-015-0000, and has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

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

Section 1: That the request of the Petitioner to have certain real estate located at 1355 Greenleaf Avenue, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-34-202-015-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 89 IN CENTEX INDUSTRIAL PARK UNIT 59, A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-34-202-015-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

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

- a. Property acquisition;
- b. Façade updates;
- c. Parking lot reconstruction with detention;
- d. Landscaping enhancements;
- e. Interior buildout and process line build out.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Exhibit "A"

THE LAW OFFICES OF
LISTON & TSANTILIS
A PROFESSIONAL CORPORATION



33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

Special Circumstances

1355 Greenleaf Avenue, Elk Grove Village, IL 60007
PIN: 08-34-202-015-0000

1355 Greenleaf KT LLC (the "Applicant") will be the title holder of the above referenced property (the "Subject Property"), and is requesting a Resolution from Elk Grove Village supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on re-occupancy of vacant property for less than 12 continuous months vacancy with a purchase for value, special circumstances and substantial rehabilitation. The current occupant is in a wind-down period, and the Subject Property will be 100% vacant and unused at the transfer of title. The Applicant is already located on the street, at 1225, 1401 and 1455 Greenleaf.

The Subject Property is approximately 48 years old and currently consists of an approximately 40,031 square foot industrial building located on an 80,000 square foot site. The Applicant plans on leasing the property to a related entity, Magnetic Inspection Laboratory, Inc (the "Occupant" or "MIL"). The Subject Property is situated between MIL's facilities at 1225 to the West and 1401 & 1455 to the East. The way the Subject Property is situated makes it extremely desirable to the Applicant based on its proximity to its other units. As a result, the special circumstances exist which make the property extremely desirable to the Applicant, but less desirable to new businesses, or businesses without a foothold in the Village. Further, MIL has plans to eventually expand into next-door 1335, to complete its expansion on Greenleaf.

However, the Subject Property is almost 50 year old and quickly deteriorating. In order for the Applicant to occupy and operate, it will need to spend over \$1,000,000 on parking lot repairs, office buildout, restroom and lunchroom buildouts and significant façade and landscaping work so that the Subject matches that of the surrounding buildings. Additionally, the Subject Property has been vacant for less than 12 continuous months. The current owner of the Subject Property is in a wind-down period, and the facility will be 100% vacant and unused at closing. Without the incentive with special circumstances, the property is likely to sit vacant and unused until it hits 12 continuous months vacancy required for the incentive without special circumstances. Based on the increasing Cook County tax burden, industrial properties without a tax incentive are at a distinct disadvantage, especially in Elk Grove Village.

The 2021 effective tax rate of 26.7% and Cook County's 25% level of assessment for Industrial properties puts a massive strain on any developer or tenant interested in the Property. By allowing the property to sit vacant for the additional months needed for reoccupation without special circumstances, the Village could lose over \$20,000 of property tax revenue for 2021, and miss out on approximately \$211,875 in additional Village revenue generated by the proposed 50 new employees. Lastly, due to the unforeseen circumstances and financial troubles posed by the COVID-19 Virus, the Applicant needs the assistance and savings from the 6b tax incentive in order to substantially rehabilitate the property and continue its expansion in the Village.

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY LOCATED AT 1600 OAKTON STREET, ELK GROVE VILLAGE FROM B-2 BUSINESS DISTRICT TO I-1 INDUSTRIAL DISTRICT AND REZONING PROPERTY LOCATED AT 1700 OAKTON STREET, ELK GROVE VILLAGE FROM B-3 BUSINESS DISTRICT TO I-1 INDUSTRIAL DISTRICT; AND APPROVING A PLAT OF RESUBDIVISION IDENTIFIED AS PRIME DATA CENTERS CAMPUS EGV TOGETHER WITH AND SUBJECT TO RECOMMENDED CONDITIONS AND VARIATIONS ON PROPERTIES LOCATED AT 1500 E. HIGGINS ROAD, 1550 E. HIGGINS ROAD, 1600 OAKTON STREET AND 1700 OAKTON STREET, ELK GROVE VILLAGE

WHEREAS, the Plan Commission, acting as a Zoning Commission, at a Public Hearing duly called and held according to law, considered the petitions from Prime Data Centers LLC to rezone properties located at 1600 Oakton Street, Elk Grove Village from B-2 Business District to I-1 Industrial District and 1700 Oakton Street, Elk Grove Village from B-3 Business District to I-1 Industrial District, to resubdivide the properties located at 1500 E. Higgins Road, 1550 E. Higgins Road, 1600 Oakton Street and 1700 Oakton Street, Elk Grove Village from four (4) lots to one (1) lot; and to grant certain variations of the Zoning Ordinance associated therewith; and

WHEREAS, The Mayor and Board of Trustees of the Village of Elk Grove Village, after considering the recommendation and findings of said Plan Commission find and believe it to be in the best interest of the Village that said properties be rezoned as requested, resubdivided to one lot, together with the granting of variations of the Zoning Ordinance as recommended by the Plan Commission and subject to the development conditions further recommended by the Plan Commission.

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 Parcel 1 located at 1600 Oakton Street be and the same is hereby rezoned from B-2 Business District to I-1 Industrial District; and Parcel 2 located at 1700 Oakton Street be and the same is hereby rezoned from B-3 Business District to I-1 Industrial District, which properties are legally described on **Exhibit A** attached hereto.

Section 2: That the Plat of Subdivision identified as PRIME DATA CENTERS CAMPUS EGV, a copy of which is attached hereto and incorporated herein be and the same is hereby approved, subject to certain conditions.

Section 3: That pursuant to the Public Hearing and the recommendation and findings of the Plan Commission, the Village hereby grants the following variations of the Zoning Ordinance:

- a. A variation from Section 3-6:B Principal Buildings, Principal Structures and Accessory Structures to allow two principal buildings on one lot;
- b. A variation from Section 7-1 Schedule of Bulk and Yard Requirements and Regulations for building heights to exceed sixty feet (60') to allow a maximum building height of ninety feet (90');

- c. A variation from Section 7-1 Schedule of Bulk and Yard Requirements and Regulations to exceed the maximum floor area ratio of eighty percent (80%) to allow a ninety-nine percent (99%) floor area ratio;
- d. A variation from Section 7E-9:A Fence and Landscaping Requirements and Restrictions to permit a fence in front of the building and a height to exceed six feet (6') to allow an eight foot (8') tall fence in the front yard; and
- e. A variation from Section 4-4-1 Schedule of Loading Spaces to reduce the required amount of loading spaces from fourteen (14) to four (4).

Section 4: That the granting of the rezoning, resubdivision and variations stated above is subject to the following conditions:

- a. That the Petitioner shall provide a landscaping plan to the Plan Commission for approval prior to receiving a Certificate of Occupancy.
- b. That the Petitioner shall provide a signage plan, to include details on the location, size and design of all development signage, including wall-mounted and monument signs, to Village staff for approval prior to receiving a Certificate of Occupancy.

Section 5: That the Village Clerk is hereby directed to amend the zoning map of the Village to reflect as set forth herein.

Section 6: That the Mayor and Village Clerk are hereby authorized to sign said Plat for and in the name of the Village and attach hereto the corporate seal.

Section 7: That the Village Clerk is hereby directed to record a copy of said Plat with the Recorder of Deeds of Cook County, Illinois.

Section 8: 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

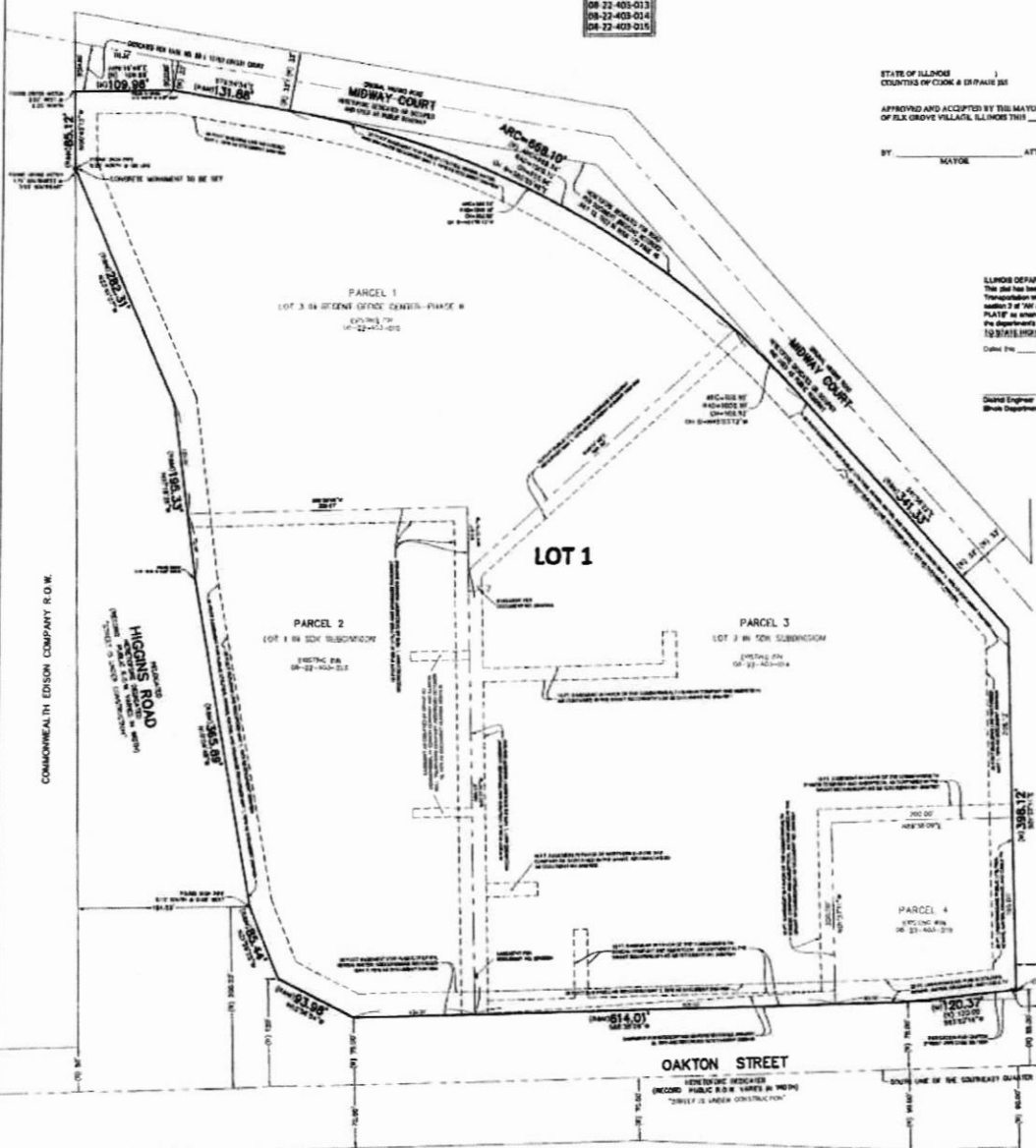
GRAPHIC SCALE



Prime Data Centers Campus BGV

BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE, 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PPR: 08-22-403-010 08-22-403-011 08-22-403-014 08-22-403-015



STATE OF ILLINOIS COUNTY OF COOK & EDWARDS APPROVED AND ACCEPTED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS THIS _____ DAY OF _____ A.D. BY: MAYOR ATTORNEY VILLAGE CLERK

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE The Ill has been approved by the Illinois Department of Transportation with regard to highway access pursuant to section 3 of the ACT TO REVISE THE LAW IN RELATION TO PLATE AS A NUMBER. A plan that meets the requirements contained in the governing statute [625CS10] shall be submitted to the Department of Transportation and be approved by the Department. Date: Per _____ day of _____ A.D. 2021

Signed Engineer Illinois Department of Transportation

LOT 1

COMMONWEALTH EDISON COMPANY R.O.W.

BUSSE ROAD

OAKTON STREET

OWNERS CERTIFICATE STATE OF ILLINOIS COUNTY OF COOK & DUPAGE I, _____ DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN AND THAT IT HAS GRANTED THE SAID PROPERTY DESCRIBED AND SUBDIVIDED AS SHOWN HEREON. DATE: _____ A.D. 2021

STATE OF ILLINOIS COUNTY OF COOK I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, AS OWNER OF THE PROPERTY, FOR THE USES AND PURPOSES THEREIN SET FORTH HEREON UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ A.D. 2021

Notary Public seal for Gregory A. Biedermann, Notary Public, Cook County, Illinois, with contact information 2021-29333-001.

EXEMPTION PROVISIONS An instrument is hereby returned for and granted to Commonwealth Edison Company, Steamboiler Employees and cable television franchisees. It is not subject to the provisions of the Illinois Land Use Regulation Act... EXEMPTION PROVISIONS An instrument is hereby returned for and granted to the INCOG GAS COMPANY. It is not subject to the provisions of the Illinois Land Use Regulation Act...

SURVEYORS CERTIFICATE STATE OF ILLINOIS COUNTY OF COOK I, ROBERT G. BIEDERMANN A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED: PARCEL 1: LOT 1 IN INDUSTRY CENTER PLAZA PHASE B, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: LOT 1 IN BOK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 EXCEPT THAT PART LYING NORTH OF THE CENTER LINE OF HOOGAN ROAD AS ORIGINALLY LOCATED AND EXCEPT THE WEST 210 FEET TAKEN FOR THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY... PARCEL 3: LOT 2 IN BOK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 EXCEPT THAT PART LYING NORTH OF THE CENTER LINE OF HOOGAN ROAD AS ORIGINALLY LOCATED AND EXCEPT THE WEST 210 FEET TAKEN FOR THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY... PARCEL 4: THE SOUTH 270 FEET (AS MEASURED ALONG THE WEST LINE OF BUSSE ROAD, OF THE EAST 200 FEET (AS MEASURED ALONG THE SOUTH LINE OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF BUSSE ROAD AS PER THE INSTRUMENT RECORDED FEBRUARY 8, 1928 AS DOCUMENT NUMBER 122880, ALL IN COOK COUNTY, ILLINOIS.

SURVEYORS CERTIFICATE (CONTINUED) OAKTON STREET PER DOCUMENT NUMBER 123970, RECORDED MARCH 21, 1928 ALSO EXCEPT THAT PART FOR ADDITIONAL DEDICATION FOR OAKTON STREET PER CASE NUMBER 98-12851, AND 98-12762 IN THE CIRCUIT COURT AND EXCEPT THAT PART LYING NORTHEASTLY OF THE SOUTHWEST LINE OF HOOGAN ROAD ALSO EXCEPT THAT PART FOR HOOGAN ROAD PER CASE NUMBER 88-12781, IN THE CIRCUIT COURT ALSO EXCEPT THE SOUTH 270 FEET (AS MEASURED ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF BUSSE ROAD AS PER THE INSTRUMENT RECORDED FEBRUARY 8, 1928 AS DOCUMENT NUMBER 122880, ALL IN COOK COUNTY, ILLINOIS. PARCEL 4: THE SOUTH 270 FEET (AS MEASURED ALONG THE WEST LINE OF BUSSE ROAD, OF THE EAST 200 FEET (AS MEASURED ALONG THE SOUTH LINE OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF BUSSE ROAD AS PER THE INSTRUMENT RECORDED FEBRUARY 8, 1928 AS DOCUMENT NUMBER 122880, ALL IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 EXCEPT THAT PART LYING NORTH OF THE CENTER LINE OF HOOGAN ROAD AS ORIGINALLY LOCATED AND EXCEPT THE WEST 210 FEET TAKEN FOR THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY... PARCEL 3: LOT 2 IN BOK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 EXCEPT THAT PART LYING NORTH OF THE CENTER LINE OF HOOGAN ROAD AS ORIGINALLY LOCATED AND EXCEPT THE WEST 210 FEET TAKEN FOR THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY... FIELD MEASUREMENTS COMPLETED ON 11/11/2020. SIGNED ON OCTOBER 22, 2021. ROBERT G. BIEDERMANN PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2882 MY LICENSE EXPIRES NOVEMBER 30, 2022.



Exhibit A

1600 OAKTON STREET, 08-22-403-014-0000

LOT 2 IN SDK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT THAT PART LYING NORTH OF THE CENTER LINE OF HIGGINS ROAD AS ORIGINALLY LOCATED AND EXCEPT THE WEST 210.0 FEET TAKEN FOR THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY) ALL IN SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR BUSSE ROAD PER DOCUMENT NUMBER 12269603, RECORDED FEBRUARY 8, 1939 EXCEPTING THEREFROM THAT PART TAKEN FOR OAKTON STREET PER DOCUMENT NUMBER 9967968, RECORDED MARCH 27, 1928 ALSO EXCEPTING THAT PART FOR ADDITIONAL DEDICATION FOR OAKTON STREET PER CASE NUMBER 68-L-13901, AND 68-L-12783 IN THE CIRCUIT COURT AND EXCEPT THAT PART LYING NORTHERLY OF THE SOUTHERLY LINE OF HIGGINS ROAD ALSO EXCEPTING THAT PART FOR HIGGINS ROAD DEDICATED PER DOCUMENT NUMBER 8020342, RECORDED JULY 13, 1923 AND EXCEPT THAT PART TAKEN FOR THE RELOCATION OF HIGGINS ROAD PER CASE NUMBER 68-L-12783, IN THE CIRCUIT COURT) ALSO EXCEPTING THE SOUTH 275 FEET (AS MEASURED ALONG THE WEST LINE OF BUSSE ROAD) OF THE EAST 200 FEET (AS MEASURED ALONG THE SOUTH LINE OF THE SOUTH EAST 1/4) OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF BUSSE ROAD AS PER THE INSTRUMENT RECORDED FEBRUARY 8, 1939 AS DOCUMENT NUMBER 12269603, ALL IN COOK COUNTY, ILLINOIS.

ALSO

EXCEPTING THAT PART THEREOF LYING WESTERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF OAKTON STREET AS DEDICATED PER CASE NUMBER 68-L13901, IN THE CIRCUIT COURT AND WIDENED PER DOCUMENT NUMBER 20866386, RECORDED JUNE 10, 1963 AFORESAID 600.0 FEET WEST OF THE WEST LINE OF BUSSE ROAD RIGHT OF WAY; THENCE NORTH 0 DEGREES EAST AT RIGHT ANGLES TO THE NORTH LINE OF OAKTON STREET, 488.03 FEET; THENCE NORTH 49 DEGREES 23 MINUTES 39 SECONDS EAST ALONG A STRAIGHT LINE TO THE SOUTHWESTERLY LINE OF HIGGINS ROAD AS DEDICATED FOR ROAD PURPOSES PER DOCUMENT NUMBER 8020342 AND RECORDED JULY 13, 1923 IN BOOK 175, PAGE 46, ALSO BEING THE TERMINUS OF THE LINE HEREIN DESCRIBED, ALL IN COOK COUNTY, ILLINOIS.

AND

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, CONTAINED IN THE EASEMENT AGREEMENT DATED JANUARY 17, 1980, MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 23, 1978 AND KNOWN AS TRUST NUMBER 54930, AND LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 12, 1976 AND KNOWN AS TRUST NUMBER 51005 RECORDED APRIL 14, 1980 AS DOCUMENT 25423254.

AND

1700 OAKTON STREET, 08-22-403-010-0000

THE SOUTH 275.00 FEET (AS MEASURED ALONG THE WEST LINE OF BUSSE ROAD), OF THE EAST 200.00 FEET (AS MEASURED ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER) OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF BUSSE ROAD AS PER THE INSTRUMENT RECORDED FEBRUARY 8, 1939 AS DOCUMENT 12269603, EXCEPTING FROM THE AFORESAID TRACT THAT PART TAKEN FOR OAKTON STREET, RECORDED MARCH 27, 1928 AS DOCUMENT 9967968 AND ALSO EXCEPT THAT PART FOR ADDITIONAL DEDICATION FOR OAKTON STREET PER CASE 68L13091, IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS.