

amount of \$3,137 for the following projects:

- Remove and replace the split rail fence at the Fox Run Golf Links, 333 Plum Grove Road, in the amount of \$1,330;
- Remove and replace the patio at the Garden Terrace, 1000 Wellington Avenue, in the amount of \$840;
- Parking lot maintenance at the Jack A. Claes Pavilion, 1000 Wellington Avenue, in the amount of \$479;
- Parking lot maintenance at the Elk Grove Parks Facility Building, 140 Lively Boulevard, in the amount of \$87;
- Parking lot maintenance at the Al Hattendorf Center, 225 E Elk Grove Boulevard, in the amount of \$207; and
- Parking lot maintenance at Udall Park, 811 Willow Road, in the amount of \$194.

(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 service contract to Dixon Engineering, Inc. of Greenfield, WI for interior coating inspection services at all of the Village's water storage tanks in the amount of \$26,400 from the Water & Sewer Fund.

(A proposal was solicited from Dixon Engineering, Inc. of Greenfield, WI for interior coating inspection at all of the Villages water storage tanks.

(Dixon Engineering has successfully performed inspection services on other Village Reservoir and elevated water storage tank projects.

(The Public Works Department recommends that a professional service contract be awarded to Dixon Engineering for the interior coating inspections of all the Village's water storage tanks in the amount of \$26,400.

(Adequate funds are budgeted and available in the Water & Sewer Fund.

(The Director of Public Works recommends approval.)

- e. Consideration to award purchase contract to the lowest responsive and responsible bidder VSA Inc., for the pan-tilt-zoom (PTZ) camera package in the amount of \$32,265 from the Cable Television Fund.

(On August 22, 2022, the Village opened sealed bids for the pan-tilt-zoom (PTZ) camera package.

(This PTZ camera package will replace and upgrade EGTV's current PTZ cameras which will improve picture quality and controllability. These cameras are used to remotely cover events such as sports and ceremonies and are operated by one person from a central location.

(A total of seven (7) companies submitted a bid for the equipment.

(The lowest responsive and responsible bid was received from VSA Inc. in the amount of \$32,265.00.

(Adequate funds are available in the Cable Television Fund.

(The Multimedia Administrator recommends approval.)

- f. Consideration to award a professional service contract to M.E. Simpson Co., Inc. of Valparaiso, IN, for professional engineering services for a Water Distribution Leak Survey in the amount of \$45,540 from the Water and Sewer Fund.

(A proposal was solicited from M.E. Simpson Co., Inc. of Valparaiso, IN, for a water distribution system leak detection survey.

(M.E. Simpson Co., Inc. will perform a leak detection survey on approximately 181 miles of watermain within Elk Grove Village's water distribution system. The survey will be completed by leak detecting on the accessible main line valves, fire hydrants, and service valves. The project will also include complete reporting of all issues found, with a final comprehensive report.

(The Director of Public Works recommends approval.)

- g. Consideration to award a professional service contract to Civiltech Engineering, Inc. of Itasca, IL, for preliminary engineering services for the Arlington Heights Road and Devon Avenue Intersection Rehabilitation project in the amount of \$99,589.69 from the Capital Projects Fund.

(The Village has secured \$917,985 in Federal funding the construction and construction engineering for the resurfacing of the Arlington Heights Road and Devon Avenue Intersection.

(Civiltech Engineering, Inc. of Itasca, IL submitted a proposal to provide preliminary engineering services for this intersection rehabilitation project in the amount of \$99,589.69.

(Adequate funds are available in the Capital Projects Fund.

(The Director of Public Works recommends approval.)

- h. Consideration to adopt Ordinance No. 3770 granting a variation of Section 7E-9:(A) of the Zoning Ordinance which limits the height of fences to six feet (6') to permit an eight foot (8') high ornamental black security fence in the rear of property located at 2021 Lunt Avenue. (EdgeConnex)

(This item was discussed at the August 16 Village Board meeting and currently appears under Unfinished Business.)

- i. Consideration to adopt Ordinance No. 3771 granting variations of the Zoning Ordinance pertaining to building height, the number of loading spaces and a fence in excess of six feet (6') in height located in the front yard of property located at 2055 Lunt Avenue. (EdgeConnex)

(This item was discussed at the August 16 Village Board meeting and currently appears under Unfinished Business.)

- j. Consideration to concur with prior authorization to adopt Ordinance No. 3772 amending Paragraphs C and D of the Class MT liquor license in Section 3-3-6 of the Village Code to permit the sale of alcoholic beverages in sixteen (16) ounce containers or less and allows no more than two (2) alcoholic beverages to a customer in one trip.

(This ordinance increases the container size to sixteen (16) ounces and allows no more than two (2) alcoholic beverages to a customer in any one trip.

(This ordinance is effective August 25, 2022).

- k. Consideration to adopt Resolution No. 40-22 authorizing the Mayor and Village Clerk to execute an Assignment and Assumption of Real Estate Sale Agreement between the Village of Elk Grove Village and Elk Grove Village Property LLC (1520 and 1700 Midway Court).

(This Assignment Agreement provides for the Village of Elk Grove Village to assign its rights in the Real Estate Sales Agreement dated May 24, 2022, between the Village of Elk Grove Village and Vulcan Lands, Inc. for the properties at 1520 and 1700 Midway Court (Vulcan Property) to Elk Grove Village Property LLC.

(The Village entered into the Real Estate Sale Agreement for the Vulcan Property in order to convey it for redevelopment as provided for in the Purchase and Redevelopment Agreement between the Village and Prime Data Centers LLC, formerly known as Prime Data Centers, Corp., dated September 23, 2021.

(This Assignment Agreement allows the developer to acquire the Vulcan Property directly from Vulcan Lands, Inc., instead of through the Village as an intermediary.

(As part of the planned redevelopment, Prime Data Centers will invest approximately \$1 billion in the construction of three (3) three-story data center buildings.)

- l. Consideration to adopt Resolution No. 41-22 authorizing the Village of Elk Grove to apply for funding assistance through the Illinois Transportation Enhancement Program administered by the Illinois Department of Transportation providing local assurance for the Biesterfield Road Corridor Improvements.

(The Village will be applying to the Illinois Department of Transportation (IDOT) for funding assistance through the Illinois Transportation Enhancement Program (ITEP) for the Biesterfield Road Corridor Improvements project.

(The Village will be requesting funding assistance for the streetscape aspect of the project.

(The overall project along Biesterfield Road between Martha Street and Arlington Heights Road consists of pavement rehabilitation, curb and sidewalk replacement, ADA curb ramp improvements, decorative crosswalks, installation of an 8' wide side path, street lighting upgrade with pedestrian lighting fixtures, median irrigation and landscape restoration.

(The Director of Public Works has recommended approval.)

- m. Consideration to adopt Resolution No. 42-22 authorizing the Village of Elk Grove to apply for funding assistance through the Illinois Transportation Enhancement Program administered by the Illinois Department of Transportation providing local assurance for a shared-use path within the Tonne Road Corridor.

(The Village will be applying to the Illinois Department of Transportation (IDOT) for funding assistance through the Illinois Transportation Enhancement Program (ITEP) for the shared-use path being installed as part of the overall Tonne Road Reconstruction Project.

(The Village will be requesting funding assistance for the pedestrian/bicycle facilities and streetscapes aspect of the project.

(The Director of Public Works has recommended approval.)

- n. Consideration to adopt Resolution No. 43-22 authorizing the Mayor and Village Clerk to execute a Memorandum of Understanding between the Illinois State Tollway Authority and the Village of Elk Grove Village for the I-490 and Pratt Boulevard Interchange project.

(The Illinois State Tollway Authority has prepared a Memorandum of Understanding to outline the mutual understanding between the Village of Elk Grove Village and the Illinois State Tollway Authority to serve as a written record of both of the parties support and cost share for the local interchange at Pratt Boulevard.

(The attached memorandum calls out that the Tollway will be responsible for overseeing the design engineering, right-of-way acquisition, utility coordination, construction and construction engineering for the project; while the Village will be responsible for the costs associated with these items.

(It is recommended that the Village adopt a Resolution authorizing the execution of the Memorandum of Understanding.

(The Director of Public Works has recommended approval.)

- o. Consideration to adopt Resolution No. 43-22 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 925-1065 Chase Avenue.

(The Law Offices of Sarnoff and Baccash, on behalf of their client VK 925 Chase, LLC, (Applicant) is seeking a Cook County Class 6B property tax exemption for property located at 925-1065 Chase Ave.

(The Applicant intends to purchase the 70,796 square foot building that has been vacant since August 5, 2022.

(The Applicant intends to rehabilitate the building and market it for use by an industrial user.

(The Applicant intends to spend \$1,350,000 to \$1,450,000 to improve the property including: refurbishing the façade with new metal composite paneling, new signage, new dock aprons and drives, resurfacing of the parking lot, new lighting, new business signs, a new roof, interior buildout, and new landscaping.

(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 significant rehabilitation and special circumstances.

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

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

8. PLAN COMMISSION - Village Manager Roan

- a. PC Docket 22-4 - Consideration of a petition submitted by Zubha Pop Foods, LLC d/b/a Popeyes Chicken & Biscuits for a Subdivision with variations from the provisions of the Elk Grove Zoning Ordinance No. 2410 as it pertains to the B-5 Town Center Shopping District to construct a quick serve dual drive-thru restaurant within the Town Center Shopping District at 905 Elk Grove Town Center. (PH 08-15-22)
- b. PC Docket 22-5 - Consideration of a petition submitted by Bridge Development Partners to rezone the properties located at 490 Bennett Road and 500 Bennett Road from I-1 to ITC to create an access road from the Business Park to the Innovation and Technology Center District. (PH 08-15-22)
- c. PC Docket 22-6 - Consideration of a petition submitted by Aroma Seafood for a Special Use Permit for food processing at 2500 Lunt Avenue in the I-2 Industrial District. (PH 09-19-22)
- d. PC Docket 22-7 - Consideration of a petition submitted by Seefried Properties to rezone the property at 1905 W Higgins Road from B-2 to I-1. (PH 09-19-22.)
- e. PC Docket 22-8 - Consideration of a petition submitted by the Village of Elk Grove for a Resubdivision from one (1) lot to two (2) lots with associated variations from the Elk Grove Zoning Ordinance and a Special Use Permit to construct a cellular communications monopole in the I-1 Restricted Industrial District. (PH 09-14-22)
- f. Consideration of a petition submitted by Riverpoint Property Trust, LLC for Rezoning from I-2 to I-1 for property located at 751 Pratt Boulevard. (A Public Hearing date has yet to be established.)
- g. Consideration of a petition for Resubdivision of Property located at 2025 Tonne Road to divide the existing lot from one (1) lot to two (2) lots, with associated variations, and a Special Use Permit to relocate cellular communication equipment to a monopole in the new subdivision. (A Public Hearing date has yet to be established.)

9. ZONING BOARD OF APPEALS - Village Manager Roan

- a. ZBA Docket 22-9 - Consideration of a petition submitted by Robert Pinzur, attorney, on behalf of Jorge Martinez and Lourdes Lydia Martinez, for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations for fences in residential zoning districts for property located at 345 Maple Lane. (PH 07-14-22 Continued to 08-18-22)
- b. ZBA Docket 22-10 - Consideration of a petition submitted by Bernadette Ciardullo, for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations for fences in residential zoning districts for property located at 115 Tower Lane. (PH 08-18-22)
- c. ZBA Docket 22-11 - Consideration of a petition submitted by Daniel Nawara, for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations for fences in residential zoning districts for property located at 201 Parkchester Road. (PH 09-15-22)

10. RECYCLING & WASTE COMMITTEE - Trustee Feichter

- a. Sustainability Plan

- 11. JUDICIARY, PLANNING AND ZONING COMMITTEE** - Trustee Prochno
- 12. CAPITAL IMPROVEMENTS COMMITTEE** - Trustee Schmidt
- 13. CABLE TELEVISION COMMITTEE** - Trustee Lissner
- 14. YOUTH COMMITTEE** - Trustee Franke
- 15. INFORMATION COMMITTEE** - Trustee Miller
- 16. BUSINESS LEADERS FORUMS** - Trustee Schmidt
- 17. HEALTH & COMMUNITY SERVICES** - Trustee Prochno
- 18. PERSONNEL COMMITTEE** - Trustee Franke
- 19. AIRPORT UPDATE** - Mayor Johnson
- 20. PARADE COMMITTEE** - 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. Village Attorney - Prepare the necessary documents for multiple variations of the Zoning Ordinance for property located at 2055 Lunt Avenue. (EdgeConnex)
 - b. Village Attorney - Prepare the necessary documents for a fence variation of the Zoning Ordinance for property located at 2021 Lunt Avenue. (EdgeConnex)
 - c. 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)
 - d. 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)
 - e. 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 A VARIATION OF SECTION 7E-9:(A) OF THE ZONING ORDINANCE WHICH LIMITS THE HEIGHT OF FENCES TO SIX FEET (6') TO PERMIT AN EIGHT FOOT (8') HIGH ORNAMENTAL BLACK SECURITY FENCE IN THE REAR OF PROPERTY LOCATED AT 2021 LUNT AVENUE (EDGECONNEX)

WHEREAS, the Zoning Board of Appeals, at a public hearing duly called and held according to law, considered the question of granting a variation of Section 7E-9:(A) to EdgeConnex to allow the installation of an eight foot (8') high ornamental black security fence in the rear of property located at 2021 Lunt Avenue; and

WHEREAS, the Mayor and Board of Trustees of the Village of Elk Grove Village, after having considered the recommendation of said Zoning Board of Appeals, find and believe that sufficient hardship exists for the granting of the requested variation.

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 7E-9:(A) of the Zoning Ordinance pertaining to the permitted height of fences to EdgeConnex to permit the installation of an eight (8') foot high ornamental black security fence in the rear of the property.

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 _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE GRANTING VARIATIONS OF THE ZONING ORDINANCE PERTAINING TO BUILDING HEIGHT, THE NUMBER OF LOADING SPACES AND A FENCE IN EXCESS OF SIX FEET (6') IN HEIGHT LOCATED IN THE FRONT YARD OF PROPERTY LOCATED AT 2055 LUNT AVENUE (EDGECONNEX)

WHEREAS, the Zoning Board of Appeals, at a public hearing duly called and held according to law, considered the question of granting certain variations of the Zoning Ordinance pertaining to building height, the number of loading spaces and the height of the fence to EdgeConnex for property located at 2055 Lunt Avenue; and

WHEREAS, the Mayor and Board of Trustees, after having considered the recommendation of said Zoning Board of Appeals, find and believe that sufficient hardship exists for the granting of the requested variations for property located at 2055 Lunt Avenue.

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 pursuant to Public Hearing the Village hereby grants the following variations of the Zoning Ordinance to EdgeConnex for property located at 2055 Lunt Avenue:

- a. A variation of Section 7-1 of the Zoning Ordinance to permit a building height of sixty-five feet, six inches (65'-6") to the top of the screen wall.
- b. A variation of Section 4-4-4 of the Zoning Ordinance to decrease the number of loading spaces from five (5) to two (2).
- c. A variation of Section 7E-9 (A) to permit the installation of an eight (8') foot high security fence to be located in the required front yard.

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 _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING PARAGRAPHS C AND D OF THE CLASS MT LIQUOR LICENSE IN SECTION 3-3-6 OF THE VILLAGE CODE TO PERMIT THE SALE OF ALCOHOLIC BEVERAGES IN SIXTEEN (16) OUNCE CONTAINERS OR LESS AND ALLOWS NO MORE THAN TWO (2) ALCOHOLIC BEVERAGES TO A CUSTOMER IN ANY ONE TRIP

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 paragraph C of the Class MT liquor license, Section 3-3-6 of the Village Code, be amended to read as follows:

C. Alcoholic beverages may be sold in individual containers of sixteen (16) ounces or less. This limitation shall be absolute and shall apply irrespective of the actual alcohol content of the beverage.

Section 2: That paragraph D of the Class MT liquor license, Section 3-3-6 of the Village Code, be amended to read as follows:

D. No more than two (2) alcoholic beverages may be served to a customer in any one trip to the bar or concession stand.

Section 3: 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 August 25, 2022 from and after its passage, approval and publication according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED this _____ day of _____ 2022 in pamphlet form.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN ASSIGNMENT AND ASSUMPTION OF REAL ESTATE SALES AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND ELK GROVE VILLAGE PROPERTY LLC (1520 AND 1700 MIDWAY COURT)

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:

ASSIGNMENT AND ASSUMPTION OF REAL ESTATE SALES AGREEMENT
a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ASSIGNMENT AND ASSUMPTION OF REAL ESTATE SALES AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE SALES AGREEMENT (the "**Assignment**") is made as of September 7, 2022, by the VILLAGE OF ELK GROVE VILLAGE, an Illinois home rule municipal corporation located in Cook and DuPage Counties, Illinois ("**Assignor**"), in favor of ELK GROVE VILLAGE PROPERTY LLC, a Delaware limited liability company ("**Assignee**").

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

1. Assignment and Assumption.

1.1 Assignor hereby assigns, conveys and transfers to Assignee, which Assignee accepts as of the date hereof (the "**Transfer Date**"):

(a) All rights and obligations of Assignor in and to that certain Real Estate Sales Agreement dated May 24, 2022 entered into between (i) Assignor, as purchaser, and (ii) Vulcan Lands, Inc., a New Jersey corporation and Vulcan Construction Materials, LLC, a Delaware limited liability, collectively, as the seller (as amended, the "**Contract**"). A true, correct and complete copy of the Contract is attached hereto as Exhibit A.

(b) All of the rights, interests and obligations of Assignor in and to that certain real property in the County of Cook, State of Illinois commonly known as located at 1520 and 1700 Midway Court, Elk Grove Village, IL and legally described in Exhibit B attached hereto ("**Property**"), including without limitation.

(c) Subject to Section 2.2 below, all rights and interests of Assignor in, to and with respect to the \$250,000 Earnest Money deposit previously made by Assignor (and presently held by the Escrowee (terms in initial capitals used herein without definition will have the meanings given to such terms in the Contract)).

1.2 Assignee accepts this Assignment and subject to Section 2.1 below, assumes and agrees to perform from and after the Assignment Date all of the covenants, agreements and obligations of the Assignor under the Contract.

2. Certain Additional Agreements of Assignor and Assignee.

2.1 Once Assignee has deposited a total of Thirteen Million Dollars (\$13,000,000), inclusive of the above described \$250,000 Earnest Money deposit, Assignor will deliver to Escrowee on behalf of Assignee prior to the Closing an amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) to be applied against Assignee's obligation to pay the Purchase Price at the Closing.

2.2 Within five (5) days of the Village's execution of this Assignment, Assignor shall reimburse Assignor the Two Hundred Fifty Thousand Dollars (\$250,000) as a refund of the Earnest

Money previously deposited by Assignor with Escrowee, to which Assignor has assigned its rights to Assignee as set forth in Section 1.1(c) hereof. Upon Assignor's execution of this Assignment, Assignee is free to renegotiate any terms in the Contract except for the obligation to annex the Property into the Village of Elk Grove, Illinois.

2.3 Assignor shall cooperate with Assignee to cause the environmental reports and survey that have previously been prepared on behalf of Assignor to be certified to Assignee and its lender.

2.4 Property Subject to RDA.

2.4.1 Assignor and Assignee further agree that after Closing, the Property shall be subject to all of the terms and conditions of that certain Purchase and Redevelopment Agreement dated September 23, 2021 (the "**RDA**") between Assignor and Assignee's affiliate, Prime Data Centers, LLC ("**PDC**"), except that if Assignor is not able to convey Parcel F (as defined in the RDA) to Assignee prior to September 30, 2023, then subject to Assignor's Potential Purchase Option (defined below) in Section 2.4.2 below, the Assignee shall thereafter have the right to sell the Property to a third party or third parties without any restrictions imposed by the RDA.

2.4.2 Prior to any sale by Assignee of the Property contemplated under Section 2.4.1, Assignor shall have the right (the "**Potential Purchase Option**") to purchase the Property from Assignee in accordance with this Section 2.4.2. Before selling the Property to any third party, Assignee shall first deliver written notice to Assignor (an "**Offer Notice**") offering to sell the Property to Assignor for an amount equal to Assignee's Basis (defined below), and Assignor may thereafter elect to purchase the Property from Assignee for the Offer Price by delivery of written notice thereof (an "**Offer Acceptance Notice**") within ten (10) business days after receipt of the Offer Notice. If Assignee fails to deliver an Offer Acceptance Notice within such ten (10) business day period, or if Assignor delivers an Offer Acceptance Notice within such ten (10) business day period but thereafter fails to close the purchase of the Property from Assignee) within sixty (60) days after delivery of such Offer Acceptance Notice, then Assignee shall be deemed to have waived its Potential Repurchase Option, such Potential Repurchase Option shall terminate, and Assignee may sell the Property to third parties on any terms and conditions desired by Assignee and without any restrictions imposed by the RDA. Assignor shall have the right to record a memorandum of its Potential Purchase Option with the Cook County Recorder of Deeds (provided that upon conveyance of Parcel F to Assignee, or upon termination of the Potential Purchase Option as provided above, at Assignee's request, Assignor shall deliver a duly executed (and acknowledged) reconveyance and termination of its Potential Purchase Option which Assignee may record with the Cook County Recorder of Deeds).

2.4.3 If Assignor waives its Potential Repurchase Option pursuant to Section 2.4.2 above and Assignee sells the Property to a third party or third parties as contemplated in Section 2.4.1 above (following Assignor's failure to convey Parcel F to Assignee prior to September 30, 2023), Assignee shall upon the closing of such sale or sales, pay to Assignor an amount equal to the lesser of: (a) \$3,500,000, together with interest thereon at an annual rate of six

percent (6%) from the date of the Closing through the date of the closing of such sale or sales by Assignee, and (b) an amount equal to the total consideration received by Assignee in connection with such sale or sales *minus* Assignee's Basis (defined below). "**Assignee's Basis**" is an amount equal to \$13,000,000, together with interest thereon at an annual rate of six percent (6%) from the date of the Closing through the date of the closing of such sale or sales by Assignee.

3. Miscellaneous.

3.1 The obligations of Assignor and Assignee are intended to be binding only in respect to the Property, and shall not be personally binding upon, nor shall any resort be had to, the private property of any of their trustees, officers, directors, partners, members or shareholders.

3.2 This Assignment shall be governed by the laws of the State of Illinois. This Assignment may be executed in several counterparts, each of which counterpart shall be deemed an original instrument and all of which together shall constitute a single Assignment. Each of the parties hereto agree that the delivery of an executed copy of this Amendment by facsimile or email (or by electronic signature technology, such as "DocuSign") shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Amendment had been delivered.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, this Assignment and Assumption is made as of the day and year first above written.

ASSIGNOR:

**VILLAGE OF ELK GROVE VILLAGE,
COOK AND DUPAGE COUNTIES, ILLINOIS, an
Illinois municipal corporation**

BY: _____
Mayor Craig B. Johnson

ATTEST:

Village Clerk, Loretta M. Murphy

ASSIGNEE:

ELK GROVE VILLAGE PROPERTY, LLC
a Delaware limited liability company

Nicholas Laag, Chief Executive Officer

EXHIBIT A

CONTRACT

EXHIBIT B

PROPERTY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE VILLAGE OF ELK GROVE TO APPLY FOR FUNDING ASSISTANCE THROUGH THE ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM ADMINISTERED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION PROVIDING LOCAL ASSURANCE FOR THE BIESTERFIELD ROAD CORRIDOR IMPROVEMENTS

WHEREAS, the Mayor and Board of Trustees of the Village of Elk Grove Village, Cook County, Illinois desires to improve and enhance transportation corridors within the Village; and

WHEREAS, the Illinois Department of Transportation (IDOT) administers the Illinois Transportation Enhancement Program (ITEP) through funds from the Federal Fixing America's Surface Transportation Act (FAST Act) to assist local communities with pedestrian/bicycle facilities, streetscapes, conversion of Abandoned Railroad Corridors to Trails, historic preservation and rehabilitation of historic transportation facilities, vegetation management in transportation Rights-of-Way, archeological activities relating to impacts from implementation of a transportation project, storm water management, control and water pollution prevention or abatement related to highway construction or due to highway runoff, reduce vehicle-caused wildlife mortality or restore and maintain connectivity among terrestrial or aquatic habitats, and construction of turnouts, overlooks, and viewing areas; and

WHEREAS, the ITEP is a reimbursement program, not a grant program, and will reimburse 50% of the costs for land acquisition and up to 80% of the costs for construction engineering and construction, and bill local agency 20% of the costs for engineering and construction; and

WHEREAS, a sunset clause will be enforced and sets requirements for the time a sponsor has to begin and complete a project. If preliminary engineering is funded, this work must be completed within 48 months of the date of selection notification letter and construction started within 10 years of selection letter. If only construction is funded, the work must begin within 48 months of the selection notification letter. Failure to meet schedule may result in forfeiture of ITEP funds; and

WHEREAS, one (1) application for ITEP funding is to be submitted online by September 30, 2022, with one (1) hard copy of the application, with the six-digit ITEP number, and the attachments delivered to IDOT by close of business (4:30 PM) September 30, 2022; and

WHEREAS the "Project", along Biesterfield Road between Martha Street and Arlington Heights Road consists of pavement rehabilitation, curb and sidewalk replacement, ADA curb ramp improvements, decorative crosswalks, installation of an 8' wide side path, street lighting upgrade with a pedestrian lighting fixture, median irrigation and landscape restoration. The Village has identified the pedestrian lighting and streetscape aspects of the project comply with the Village's desire to improve and enhance the transportation corridors within the Village.

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 authorize the Village staff to apply to the Illinois Department of Transportation (IDOT), Illinois Transportation Enhancement Program (ITEP) to assist in the funding of the above-described project.

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

Section 1: Certifies that they are willing and able to manage, maintain and operate the project.

Section 2: Possesses the legal authority to nominate the Transportation Enhancement Project and to finance, acquire, and construct the proposed project; and by this assurance authorizes the nomination of the transportation enhancement project, including all understanding and assurances contained therein, and authorizes representative to act in connection with the nomination and to provide such additional information as may be required.

Section 3: Affirms that, if selected, the Project will commence within the time periods defined by the Sunset Clause and in accordance with Departmental policies.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE VILLAGE OF ELK GROVE TO APPLY FOR FUNDING ASSISTANCE THROUGH THE ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM ADMINISTERED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION PROVIDING LOCAL ASSURANCE FOR A SHARED-USE PATH WITHIN THE TONNE ROAD CORRIDOR

WHEREAS, the Mayor and Board of Trustees of the Village of Elk Grove Village, Cook County, Illinois desires to improve and enhance transportation corridors within the Village; and

WHEREAS, the Illinois Department of Transportation (IDOT) administers the Illinois Transportation Enhancement Program (ITEP) through funds from the Federal Fixing America's Surface Transportation Act (FAST Act) to assist local communities with pedestrian/bicycle facilities, streetscapes, conversion of Abandoned Railroad Corridors to Trails, historic preservation and rehabilitation of historic transportation facilities, vegetation management in transportation Rights-of-Way, archeological activities relating to impacts from implementation of a transportation project, storm water management, control and water pollution prevention or abatement related to highway construction or due to highway runoff, reduce vehicle-caused wildlife mortality or restore and maintain connectivity among terrestrial or aquatic habitats, and construction of turnouts, overlooks, and viewing areas; and

WHEREAS, the ITEP is a reimbursement program, not a grant program, and will reimburse 50% of the costs for land acquisition and up to 80% of the costs for engineering and construction, and bill local agency 20% of the costs for engineering and construction; and

WHEREAS, a sunset clause will be enforced and sets requirements for the time a sponsor has to begin and complete a project. If preliminary engineering is funded, this work must be completed within 48 months of the date of selection notification letter and construction started within 10 years of selection letter. If only construction is funded, the work must begin within 48 months of the selection notification letter. Failure to meet schedule may result in forfeiture of ITEP funds; and

WHEREAS, one (1) application for ITEP funding is to be submitted online by September 30, 2022, with one (1) hard copy of the application, with the six-digit ITEP number, and the attachments delivered to IDOT by close of business (5:00 PM) September 30, 2022; and

WHEREAS the "Project", consists of pavement rehabilitation, curb and sidewalk replacement, ADA curb ramp improvements, decorative crosswalks, installation of an 8' wide shared-use path, street lighting upgrade, and landscape restoration. The Village has identified the pedestrian/bicycle facilities and streetscapes aspect of the project comply with the Village's desire to improve and enhance the transportation corridors within the Village.

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 authorize the Village staff to apply to the Illinois Department of Transportation (IDOT), Illinois

Transportation Enhancement Program (ITEP) to assist in the funding of the above-described project.

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

Section 1: Certifies that they are willing and able to manage, maintain and operate the project.

Section 2: Possesses the legal authority to nominate the Transportation Enhancement Project and to finance, acquire, and construct the proposed project; and by this assurance authorizes the nomination of the transportation enhancement project, including all understanding and assurances contained therein, and authorizes representative to act in connection with the nomination and to provide such additional information as may be required.

Section 3: Affirms that, if selected, the Project will commence within the time periods defined by the Sunset Clause and in accordance with Departmental policies.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE ILLINOIS STATE TOLLWAY AUTHORITY AND THE VILLAGE OF ELK GROVE VILLAGE FOR THE I-490 AND PRATT BOULEVARD INTERCHANGE PROJECT

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

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ILLINOIS STATE TOLLWAY AUTHORITY
AND
THE VILLAGE OF ELK GROVE VILLAGE**

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said 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 _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF ELK GROVE VILLAGE**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“ILLINOIS TOLLWAY”), and the VILLAGE OF ELK GROVE VILLAGE, a municipal corporation of the State of Illinois (“VILLAGE”), individually referred to as “PARTY,” and collectively referred to as “PARTIES.”

RECITALS:

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY intends to construct the I-490 Toll Highway connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) along the west side of O’Hare International Airport as part of the ILLINOIS TOLLWAY’s Elgin O’Hare Western Access project (“PROJECT”);

WHEREAS, the full build-out of the PROJECT, as defined in the *Tier Two Final Environmental Impact Statement* (October 2012), included I-490 interchange access at Elmhurst Road via Pratt Boulevard and Devon Avenue. Accommodation for interchange access at this location is part of the PROJECT, including bridge construction and drainage work, but, the full interchange construction, including the construction of ramps, is not included as part of the PROJECT or the ILLINOIS TOLLWAY’s current capital plan *Move Illinois: The Illinois Tollway Driving the Future*;

WHEREAS, the VILLAGE requests the ILLINOIS TOLLWAY include in its PROJECT, construction of a local access interchange at I-490 and the Elmhurst Road and Pratt Boulevard intersection. The scope of work requested by the VILLAGE includes construction of a northbound I-490 entrance ramp (“Ramp V1”) from Elmhurst Road/Pratt Boulevard, a southbound I-490 exit ramp (“Ramp V2”) to Elmhurst Road/Pratt Boulevard, traffic signal modernization and intersection improvements at Elmhurst Road/Pratt Boulevard, drainage and erosion control, signage and pavement markings, lighting, landscaping, sidewalk, retaining wall construction, ramp, toll plaza infrastructure and electrical connections, and other work associated with the interchange construction (“LOCAL INTERCHANGE”), as generally depicted on (“EXHIBIT A”);

WHEREAS, the ILLINOIS TOLLWAY has completed initial design studies for the LOCAL INTERCHANGE that included completion of an alternative analysis to determine the preferred design configuration for the LOCAL INTERCHANGE, a traffic analysis and an Interchange/Intersection Design Study (“IDS”);

WHEREAS, the LOCAL INTERCHANGE will provide beneficial access to a major state route (Elmhurst Road) and large industrial area within VILLAGE limits;

WHEREAS, the ILLINOIS TOLLWAY agrees to include the LOCAL INTERCHANGE in the PROJECT subject to the ILLINOIS TOLLWAY's *Interchange and Roadway Cost Sharing Policy* (August 2012) included as "EXHIBIT B";

WHEREAS, certain components of the LOCAL INTERCHANGE improvements are required to be constructed as part of the PROJECT, including a retaining wall along Ramp V2, ramp gore tapers, and toll plaza pavement and barrier for the Ramp V2 plaza ("ILLINOIS TOLLWAY CONTRIBUTION");

WHEREAS, the implementation of the LOCAL INTERCHANGE requires support from agencies that would be affected by its construction;

WHEREAS, the PARTIES hereby agree to enter into an Intergovernmental Agreement(s) to memorialize the PARTIES' final understandings regarding the design and construction of the LOCAL INTERCHANGE;

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1 *et seq.* is authorized to enter into this MOU;

WHEREAS, VILLAGE 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 MOU; and

WHEREAS, an MOU is appropriate and such an agreement is authorized by 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 hereto agree as follows:

I. RECITALS

The PARTIES hereto agree that the recitals included above are incorporated into and made a part of this MOU.

II. ENGINEERING

- A. The ILLINOIS TOLLWAY will be responsible for the performance of preliminary and final design engineering, obtaining necessary surveys, and preparing the final plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE for its share of costs related to the LOCAL INTERCHANGE.
- B. The ILLINOIS TOLLWAY is responsible for coordinating the design of the LOCAL INTERCHANGE with any affected agencies, including the VILLAGE, Illinois Department of Transportation, Cook County Department of Transportation

and Highways, DuPage County Division of Transportation, the Chicago Department of Aviation, the Federal Aviation Administration, and Union Pacific Railroad.

III. RIGHT OF WAY

The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction and/or future maintenance access to various identified areas of the PROJECT, subject to reimbursement by the VILLAGE for its share of costs related to the LOCAL INTERCHANGE.

IV. UTILITIES

- A. The ILLINOIS TOLLWAY is responsible for utility coordination and relocations for the PROJECT, including identifying utility adjustments and making all reasonable efforts to minimize the number of utility adjustments in the design of improvements, subject to reimbursement by the VILLAGE for its share of costs related to the LOCAL INTERCHANGE.
- B. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, and on proposed VILLAGE rights of way where improvements to VILLAGE highways are proposed by the VILLAGE to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- C. At all locations where utilities are located on VILLAGE rights of way and must be adjusted to facilitate the PROJECT, the VILLAGE agrees to (i) cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility; and (ii) issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all advance costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.

V. CONSTRUCTION

The ILLINOIS TOLLWAY is responsible for advertising and receiving bids, awarding the contract(s), providing construction engineering inspections for and causing the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE for its share of costs related to the LOCAL INTERCHANGE.

VI. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE for its share of costs related to the LOCAL INTERCHANGE.
- B. It is mutually agreed to by the PARTIES that the ILLINOIS TOLLWAY's financial responsibility for the LOCAL INTERCHANGE includes the cost of the design through 60% (preliminary design) and the design, construction and construction engineering costs for the ILLINOIS TOLLWAY CONTRIBUTION.
- C. The VILLAGE is responsible for the cost of the final design, right of way acquisition, utility relocations, construction, and construction engineering of the LOCAL INTERCHANGE, less the ILLINOIS TOLLWAY CONTRIBUTION identified in VI.(B). The VILLAGE's estimated cost responsibility is \$9,600,000.
- D. It is mutually agreed by the PARTIES that the VILLAGE's responsibilities for costs of the LOCAL INTERCHANGE described above take into account the predicted toll revenue of the LOCAL INTERCHANGE over a 10-year period.
- E. The PARTIES agree no federal funding will be pursued for the LOCAL INTERCHANGE.
- F. It is further agreed that notwithstanding the estimated cost, the PARTIES shall be responsible for the actual costs associated with responsibilities described above and further terms for payment shall be included as part of the subsequent Intergovernmental Agreement(s) between the PARTIES. Likewise, after the 10-year period of actual toll revenue, the ILLINOIS TOLLWAY will review that the LOCAL INTERCHANGE cost participation is in accordance with Exhibit B.

VI. MAINTENANCE

- A. It is understood and agreed to by the PARTIES that the ILLINOIS TOLLWAY will be responsible for the jurisdiction and maintenance responsibilities of I-490, in its entirety, including the LOCAL INTERCHANGE ramps (Ramp V1 and Ramp V2) and associated toll plaza infrastructure.
- B. The VILLAGE shall retain jurisdiction and maintenance of Pratt Boulevard in its entirety.
- C. The ILLINOIS TOLLWAY is responsible for pursuing other intergovernmental agreements relating to LOCAL INTERCHANGE improvements that are the maintenance and jurisdiction responsibility of other affected agencies.

VII. GENERAL PROVISIONS

- A. The PARTIES understand and agree that this non-binding MOU memorializes their understandings and commitments relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- B. In the event there is a conflict between the terms contained in this document and the attached exhibits, the terms included in this document shall control.
- C. Wherever in this MOU approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. In a timely manner following execution of this MOU, each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this MOU. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this MOU. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. This MOU 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. Duplicated signatures, signatures transmitted via facsimile, or electronic signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- F. This MOU may only be modified by written instrument executed by duly authorized representatives of the PARTIES.
- G. All written reports, notices and other communications related to this MOU shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Acting Chief Engineering Officer
mnashif@getipass.com

To the VILLAGE:

The Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, Illinois 60007
Attn: Village Manager
mroan@elkgrove.org

- H. The VILLAGE recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Illinois Tollway Inspector General (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and to conduct reviews. The VILLAGE will fully cooperate in any OIG audit investigation or review and shall not bill the ILLINOIS TOLLWAY for time relating to its cooperation. Cooperation includes (i) providing access to all information and documentation related to the performance of this MOU, and (ii) disclosing and making available all personnel involved in or connected with, or having knowledge of, the performance of this MOU.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the PARTIES have executed this MOU on the dates indicated.

THE VILLAGE OF ELK GROVE VILLAGE

By: _____
Craig B. Johnson
Mayor

Attest: _____

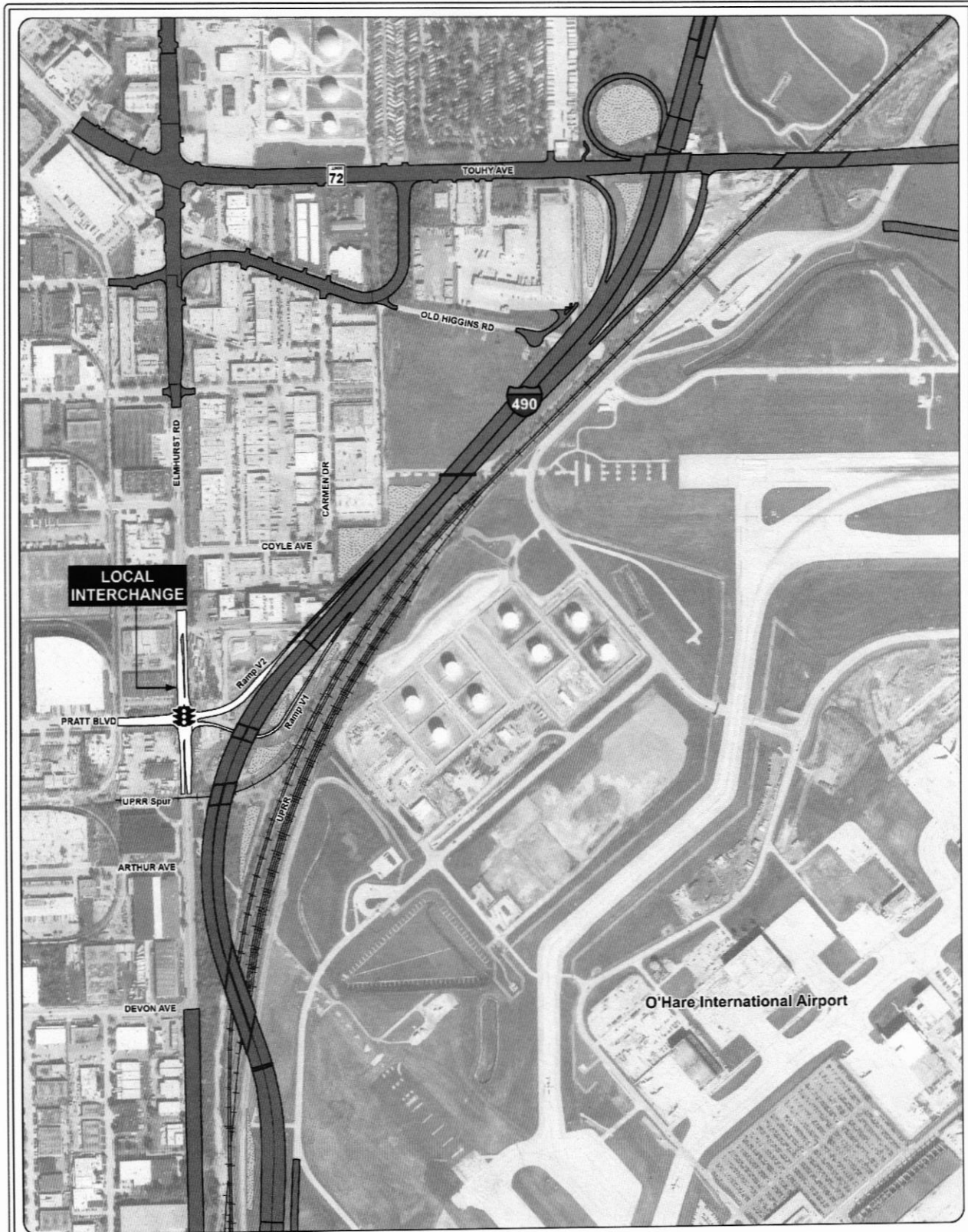
Date: _____

(Please Print Name)

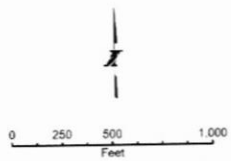
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Cassandra Rouse
Executive Director

Date: _____



LEGEND	
	Traffic Signal
	UPRR Railroad
	Local Interchange
	Bridge
	EOWA Project Improvements
	Detention Basin



Elgin O'Hare Western Access

Exhibit A
 Elgin O'Hare Western Access
 I-490 at Elmhurst Road/Pratt Boulevard
 Interchange Location Map

EXHIBIT B

Interchange and Roadway
Cost Sharing Policy

Illinois Tollway

August 2012

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I. INTRODUCTION

In 2007, the Illinois State Toll Highway Authority (the "Tollway") issued an update to its ten-year capital plan, *Open Roads for a Faster Future*. The update was designed to address traffic congestion and infrastructure needs. The plan prioritized major system improvements, including the reconstruction and widening of large portions of the system. As part of this system-wide program, the Tollway has made significant investments in its bridges, plazas and interchanges. In 2011, the Tollway adopted the *Move Illinois* Program to further invest in the existing system, as well as to expand the system to provide additional congestion relief and enhance economic development in northern Illinois.

In addition to these improvements, the Tollway receives numerous requests for interchange and roadway projects. Since these requested projects are not specifically identified in the current capital plan, they are generally considered lower priority projects for the Tollway. However, the *Move Illinois* Program allocates funding for interchange access expansion. In an effort to respond to these requests in a clear and consistent manner, the Tollway developed and updated this cost sharing policy (the "Policy"). The purpose of the Policy is as follows:

- (1) *Memorandum of Understanding*. The Policy explains the Memorandum of Understanding (MOU) requirement. The Tollway will not initiate consideration of any project proposal without being provided with a signed MOU. It is understood that the MOU is meant to serve as an outline of the parties' understanding of the proposed interchange/roadway improvements and is not a binding commitment on the part of the Tollway to construct the improvements. The parties' final understanding concerning construction of the interchange/roadway improvements will be reduced to writing in the form of an Intergovernmental Agreement (IGA) which is subject to the approval of the Board of Directors of the Tollway.
- (2) *Application Requirements*. The Policy outlines application requirements for local requests of new or improved interchanges/roadways. Local requests may come from municipalities, townships, counties, the Illinois Department of Transportation ("IDOT"), or other governmental agencies. The application requirements include an explanation of purpose and need, a traffic analysis, and a financial plan. The applicant is responsible for all costs associated with producing the requirements as detailed in section III below.
- (3) *Evaluation and Prioritization*. The Policy explains how the Tollway will evaluate and prioritize requests. In evaluating the requests, the Tollway will consider issues such as traffic impacts, economic development, revenues, investment recovery, roadway operations, existing access, safety, and funding availability.

The Tollway is open to working with government agencies to foster regional economic development. However, the financial resources of the Tollway are limited. It is in this context of limited resources that the Tollway seeks to develop a fair, consistent and streamlined approach that: (a) is responsive to local governments and the region, (b) results in the efficient allocation of Tollway resources, and (c) maintains the current limited access system that allows for safe, high speed travel.

This Interchange and Roadway Cost Sharing Policy replaces and updates the Policy that was adopted in November 2007.

II. MEMORANDUM OF UNDERSTANDING REQUIREMENT

The analysis of interchange/roadway requests can require considerable staff time and resources on the part of the Tollway. Given these costs, the Tollway needs to determine the applicant's level of commitment prior to embarking on any analysis. To this end, the Tollway requires a Memorandum of Understanding (MOU). The MOU lays out applicant and Tollway commitments to the proposal. The applicant must agree to perform the analysis as detailed in the Policy below and must have a preliminary funding plan for financing the local share of the project costs. This plan must explicitly state the revenue sources to be used (e.g., property tax revenue, bond funds, sales tax revenue, tax increment finance revenue, development impact fees, etc.). Exact project cost estimates, projected maintenance costs, and actual local contributions will be determined in subsequent steps of the process. MOUs that fail to present a preliminary cost estimate and fail to identify corresponding funding sources will not be given consideration. The plan must also address ongoing maintenance expenses in terms of local and Tollway responsibilities. The MOU must be signed by both the applicant and the Tollway prior to the Tollway performing any work on the proposal.

III. APPLICATION REQUIREMENTS

Once the MOU has been signed by both the applicant and the Tollway, the applicant may begin work on the written request. The applicant is responsible for all costs detailed in this written request, which must include:

- (A) a detailed description of project need;
- (B) a traffic impact analysis; and
- (C) a financing plan for both the construction and maintenance of the project.

A. Project Need

The statement of need for the project should cover the following elements:

1. Traffic Benefits

This section should explain how the proposal will improve traffic flow both off and on the Tollway system. Improvements in safety and operations should be noted. This section is intended to provide a general overview of traffic issues and should not exceed three paragraphs. A more detailed traffic analysis is required in subsequent sections.

2. Economic Development Benefit

If the project is proposed for economic development reasons, the applicant should explain the economic benefits. This improvement should be consistent with all local, county and regional economic development plans. Land use and zoning issues, as well as existing, committed and proposed development should be discussed. As part of this plan, the applicant should estimate the new jobs and new businesses created or supported as a result of this proposal.

The applicant must demonstrate that the proposal is consistent with local agency comprehensive plans, as well as county-wide and regional lane use plans, such as

the Chicago Metropolitan Agency for Planning's (CMAP) Go To 2040 Plan or the Rockford Metropolitan Agency for Planning's (RMAP) Long Range Transportation Plan.

3. Alternatives Analysis

The applicant should explain why its proposed improvement is preferred over other alternatives such as transit, a non Tollway route, or a different land use.

4. Local Support

To be given consideration, the applicant must submit letters of written support or resolutions from the municipalities, townships, and counties that would be impacted by the proposal. After consultation with the applicant, the Tollway shall establish the boundaries of the impacted area. In addition, the application must include letters of support from all local, state and federal elected officials who represent the impacted area. Any known opposition from governments, elected officials or community groups to the proposal must be disclosed. Potential opponents should also be identified.

B. Traffic Analysis Report

One of the primary goals of the Tollway is to improve system performance by reducing traffic congestion, reducing queue lengths, minimizing conflicts, and generally fostering the free flow of traffic both on the system and at system interchanges. Applicants need to provide a Traffic Analysis Report ("Report"), which addresses these issues. The following sections detail the Report requirements.

1. Requirements for New or Expanded Interchanges

A) FUTURE TRAFFIC FORECASTS

In terms of traffic volumes, the applicant should provide Design Hour Volumes (DHVs) and Average Daily Traffic (ADTs) for the opening year, the design year and an interim planning year as specified by the Tollway. The DHVs and ADTs should cover both the Tollway roads and any affected local roads. The applicant may also elect to provide data on travel times, delay and accidents, if relevant.

In addition, the applicant will provide a "no-build" scenario for opening year, the design year and an interim planning year. The applicant will then compare the traffic forecasts as identified above to the "no-build" scenario.

B) TYPE OF INTERCHANGE

The applicant must submit conceptual horizontal and vertical geometrics for the proposed interchange showing the location and the type of interchange. Full engineering analysis is not required, but the applicant must demonstrate that the interchange is physically feasible at the designated location.

C) LEVEL OF SERVICE

The applicant will perform a Level of Service (LOS) capacity analysis on: 1) the Tollway mainline, 2) the entrance ramp junction, 3) the exit ramp junction, and 4) the ramp intersection with the cross street. The LOS estimates should be provided for the opening year, the design year and an interim planning year. To be considered, the proposed interchange should perform at a minimum Level of Service = D. In certain instances, the Tollway may consider proposals that do not meet the minimum LOS = D, if the proposal improves system performance. The applicant should make a best effort at maintaining lane balance and should address operational concerns.

In addition, the applicant will provide a “no-build” scenario for opening year, the design year and an interim planning year. The applicant will then compare the Level of Service estimates as identified above to the “no-build” scenario.

D) CAPACITY ANALYSIS

The applicant must illustrate that adequate capacity is provided at the first access point on the cross street upstream and downstream of the proposed interchange. The required storage length for through and turning traffic should be calculated and compared to the required minimum distances. The longer distance will be used to locate the first access point to provide space for the Tollway exiting traffic onto the cross street and to protect the service interchange from traffic congestion. The required storage shall be calculated using the information provided in Table 1 of the Appendix.

E) ACCESS CONTROL

The applicant must submit an access control plan as part of the Report. The plan should address access control issues for both Tollway and local road systems.¹ If any local road improvements are needed for traffic operations, these improvements must be explained under the plan and funding sources for these improvements must be identified. This plan should cover a one mile distance on each side of the interchange. The plan needs to include local roadway connections that consolidate access between adjacent developments. Proposed interchanges must minimize traffic conflicts between the interchange ramp and the first cross street.

The limit of access control must be defined to provide adequate distance for turning traffic onto the first access point from the ramp intersection along the cross street. The access control limits should be measured from the end of the radius return at the ramp intersection or from the taper point of a free flow ramp to the start of the radius of return of the first access point. The access control limits will be measured from the furthest ramp from the Tollway along the cross street. The recommended minimum access control distance is shown in Table 2 of the Appendix.

¹ Access control is the condition where a public authority regulates the rights of abutting owners to have access to and from a highway.

In certain instances, the Tollway may approve interchanges that do not meet the minimum distances, if operational improvements can be demonstrated.

F) INTERCHANGE SPACING

The applicant must address interchange spacing in the Report. Since, the distance between successive ramps affects the capacity and operations of the Tollway mainline, the proposed interchange spacing must protect the capacity, safety, and efficiency of the Tollway through-traffic on the system. The interchange spacing must allow for an adequate distance between interchanges to provide for the safe merging and diverging of traffic with a minimal interruption of the through-traffic flow. The interchange spacing must also facilitate safe weaving maneuvers between the entering and exiting traffic and allow roadway signs to operate effectively.

The spacing between interchanges should be maintained as follows: at least one mile in urban areas, two miles in suburban areas, and three miles in rural areas.² However, existing and future conditions along the Tollway system should be factored into interchange spacing decisions. The Tollway may consider interchange proposals that are spaced more closely, if the proposal improves traffic flow and Tollway operations. No interchanges will be allowed within the influence (upstream or downstream) of any mainline plaza.

The design process for new interchanges and access points must follow typical Tollway design procedures and processes. The applicant should use the latest versions of the traffic analysis software as approved by the Tollway.

Ramp queue detection and signal interconnection within one mile will be a requirement of all new/modified interchanges.

G) STRATEGIC REGIONAL ARTERIALS

The applicant will identify if the interchange is located on a strategic regional arterial (SRAs).³ Proposed interchanges that are located on SRAs may be given preference, since SRAs facilitate regional travel.

H) DESIGNATED TRUCK ROUTE

The applicant will identify if the interchange provides access to a designated truck route. The applicant should also identify Truck Route Classification and weight restrictions on surrounding or adjacent roads. Interchanges that provide access to designated truck routes or a network of roads that support and are designed to accommodate freight may be given preference, since these roads

² These desirable spacings are suggested in the Policy on Geometric Design of Highways and Streets by the American Association of State Highway and Transportation Officials (AASHTO) and the Bureau of Design and Environmental Manual of the Illinois Department of Transportation (IDOT).

³ The Strategic Regional Arterial (SRA) system is a network of approximately 1,500 miles of existing roads in northeastern Illinois. The SRA system, which was first designated as part of the 2010 Transportation System Development Plan, was adopted by regional planning agencies and continues as a component of the 2020 Regional Transportation Plan. SRAs are intended to supplement the existing and proposed expressway facilities by accommodating a significant portion of long-distance, high volume automobile and commercial vehicle traffic in the region.

support the efficient movement of freight and facilitate economic development.

I) RAMP TOLL PLAZAS

The Tollway will define the location and design of any required ramp plaza. The applicant should use its best judgment in determining whether a ramp plaza should be assumed in all of the analysis. The Tollway reserves the right to ask the applicant to resubmit its proposal with new ramp tolling conditions.

J) ACCESS JUSTIFICATION REPORT

The applicant should note if the proposed interchange requires an Access Justification Report (AJR) as required by the Illinois Department of Transportation (IDOT) and the Federal Highway Administration (FHWA).

K) ENVIRONMENTAL ANALYSIS

The applicant should analyze the environmental and drainage conditions to identify any remediation or permitting issues necessitated by the project. The applicant should also provide a landscaping plan for the final project and include the costs of this plan in the overall project budget.

L) NOISE ANALYSIS

The applicant should estimate the noise impact on the surrounding communities and identify any sound walls or other abatement needed as a result the project. The Tollway's Traffic Noise Study and Abatement Policy shall be used for the analysis.

M) RIGHT-OF-WAY IDENTIFICATION

The applicant should identify any Right-of-Way (ROW) needed for the proposal and include an estimate for acquisition. As part of the final IGA terms, the Tollway may require that the applicant acquire and or preserve ROW needed for future interchange improvements. For example, if the Tollway agrees to support a partial interchange, as part of that agreement it may require that the applicant preserve the ROW needed for the eventual construction of the full interchange. If the applicant owns or has rights to necessary ROW, the project may receive preference.

N) OTHER

The Tollway may ask the applicant to address additional operational issues identified in its review of the report, such as: lane balance, route continuity, ease of operations, and driver expectancy. If required, the applicant will submit the additional analysis under a separate letter to be appended to the original Report.

If appropriate, the applicant may provide additional "no-build" scenarios for issues noted in this section.

2. Requirements for New or Expanded Roadways

A) FUTURE TRAFFIC FORECASTS

In terms of traffic volumes, the applicant should provide Design Hour Volumes (DHVs) and Average Daily Traffic (ADTs) for the opening year, the design year and an interim planning year as specified by the Tollway. The DHVs and ADTs should cover both the Tollway roads and any affected local roads. The applicant may also elect to provide data on travel times, delay and accidents, if relevant.

B) INTERCHANGE ANALYSIS

The applicant should provide all the information listed above in the Requirements for New or Expanded Interchange section.

C. Financial Plan

The applicant must provide a financial plan for funding the project. The plan will have two sections: 1) project costs (uses), and 2) project funding (sources). The first section will provide a preliminary estimate of the project costs. This estimate, or budget, should include all project costs, including construction, Right-of-Way (ROW) acquisition, environmental mitigation/remediation, drainage costs, noise abatement, landscaping costs, any capitalized interest, and all soft costs. The applicant must also provide an annual estimate of any maintenance/operation costs resulting from the proposed project.

The second section should provide a table, which identifies the source of funds used to pay for the project, as well as projected duration for project financing and proposed reimbursement schedule. If multiple funding sources will be used they must be identified. Projects using federal funding may require identification of a lead implementation agency other than the Tollway and may also require project development in accordance with the most current federal funding criteria. As noted in earlier sections, the Tollway has limited resources to contribute to new interchange projects. Therefore, the applicant must agree to share a portion of the cost. The Tollway's cost sharing requirements are as follows:

1. Requirements for New or Expanded Interchanges

A) APPLICANT SHARE

The applicant must provide not less than 50% of the project cost.⁴ The applicant shall make its financial contribution to the project according to the

⁴ The applicant may provide its share in cash or through a combination of cash and "in-kind" contribution. In-kind contribution may include, but not be limited to: design costs, signal interconnects, intersection improvements, utility connections, noise walls, pedestrian access, ROW, design services, environmental remediation services, landscaping enhancements, drainage improvements or other elements approved by the Tollway. The in-kind contribution will be valued at its actual cost(s) or at the unit prices provided for in the construction contract. The in-kind contribution must be located within one mile of the Tollway and must meet Tollway design specifications. The in-kind contribution is subject to negotiation, but may not include improvements to local roads that are outside the project limits.

schedule defined in the final Intergovernmental Agreement (IGA). The following standard schedule will be included in all IGAs:

- 50% at "Notice to Proceed"
- 25% at 50% completion
- 25% at 100% completion

Because of the substantial costs that the Tollway will incur in evaluating the applicant's request and in constructing the interchange/roadway improvements, the applicant agrees that if the applicant fails to meet the terms of the contribution schedule as defined in the IGA, the applicant will have breached the terms of the IGA. Further, the applicant agrees that if it is found by a court of competent jurisdiction that the applicant has breached the IGA, then, in addition to the unpaid balance, the applicant shall pay the Tollway pre-judgment interest on the remaining unpaid balance at a rate of 5%. The Tollway reserves the right to take appropriate legal action and may opt to delay or cancel the project. The Tollway may evaluate and establish toll rates that are higher than adjacent interchanges to recover project costs. The Tollway may also consider a corridor approach and adjust toll rates at adjacent interchanges if supported by the surrounding communities. The corridor approach will require public hearings in accordance with the Toll Highway Act.

B) TOLLWAY SHARE

The Tollway will contribute the remaining share of the cost, but will proceed with the project only if it can recover these costs over a 10-year period through toll revenue. The cost recovery will be based on an estimate of net new toll revenue produced by the new interchange. Net new toll revenue factors in diversions off the system or reductions at surrounding interchanges that could result from the project.

In all instances, the Tollway reserves the right to negotiate the local share percentage. If the proposal provides significant operational, environmental, safety or economical improvements to the system, the Tollway may elect to fund a relatively higher proportion of the project costs.

Additionally, projects may be considered for a greater level of Tollway contribution should any of the following apply:

1. Revenue projection exceed 50% of the project costs over the initial 10-year period
2. Proposed access completes an existing partial interchange, provides new access to an SRA or designated truck route
3. Project is located in a rural area and recovers the Tollway investment through net new revenues over a 15-year period
4. Applicant owns or has rights to a majority of the necessary ROW for the project

5. Applicant agrees to finance the project with Tollway reimbursement
6. Access serves multiple regional purposes such as, transit access, crash investigation site, commercial parking access, etc.

The Tollway's Traffic Engineer shall monitor the Tollway's receipt of actual revenues on an annual basis. Should the actual toll revenues fail to meet the estimates over the time period specified in the Intergovernmental Agreement, the applicant will fund the shortfall within a two-year time period per the IGA. If the applicant fails to fund the shortfall within the two year period, the Tollway reserves the right to take appropriate legal action.

2. Requirements for New or Expanded Roadways

A) APPLICANT SHARE

If the Tollway elects to build a new roadway or to expand an existing roadway, the local share will be the cost of the associated interchanges or a portion of the cost necessary to ensure the project is financially viable.⁵

IV. TOLLWAY METHOD FOR SELECTION

A. *Traffic Analysis*

While the Tollway is interested in providing new services and attracting new patrons, the Tollway is also concerned about being able to continue providing a high level of service to the existing patrons. To ensure that there will be no negative impacts on system performance, the Tollway will have its Traffic Engineer review the applicant's Traffic Analysis Report. The Traffic Engineer will evaluate the Report in terms of Level of Service, Traffic Forecasts, Capacity, Access Control and other elements as defined in prior sections of this Policy.

In addition, the Traffic Engineer will perform an independent analysis of the proposed improvement to verify the results of the applicant's analysis. The Traffic Engineer will use the Chicago Metropolitan Agency for Planning (CMAP) model and the Rockford Metropolitan Agency for Planning (RMAP) model as the basis for forecasting development trends and traffic travel patterns for the opening year, the design year and an interim planning year as specified by the Tollway.

Finally, the Traffic Engineer will simulate three alternative toll rate scenarios to assess the potential revenue impact of the proposed improvement. Tollway staff will determine the toll rate scenarios in conjunction with the Traffic Engineer based on rate per mile, projected revenue, and operational considerations. The Traffic Engineer will calculate the new revenues, as well as the potential reduction in revenues that could occur at nearby interchanges or system-wide as some users divert to the local roads.

⁵ The applicant may provide its share in cash or through a combination of cash and "in-kind" contribution. In-kind contribution may include, but not be limited to: design costs, signal interconnects, intersection improvements, utility connections, noise walls, pedestrian access, ROW, design services, environmental remediation services, landscaping enhancements, drainage improvements or other elements approved by the Tollway. The in-kind contribution will be valued at its actual cost(s) or at the unit prices provided for in the construction contract. The in-kind contribution must be located within one mile of the Tollway and must meet Tollway design specifications. The in-kind contribution is subject to negotiation, but may not include improvements to local roads that are outside the project limits.

B. Project Cost Estimate

The applicant will prepare a preliminary cost estimate for the Tollway's General Consulting Engineer to review. This estimate will include engineering, ROW acquisition, drainage and environmental costs necessitated by the project. In addition to the construction cost estimates, the applicant shall provide an annual estimate of any maintenance/operations costs resulting from the proposed project.

C. Selection

The Tollway will evaluate each application in terms of the following categories:

- Economic development benefit
- Regional priority
- Existing access
- Operational effectiveness
- Level of service
- Access control/interchange spacing
- Access to a SRA route or designated truck route
- Urban or rural location
- Environmental impacts
- Project costs
- Future maintenance costs
- Revenue generation

The Tollway will consider each application and provide a written decision within one hundred and eighty calendar days (180) of receipt of the application.

A project's acceptance for further consideration will be authorized by the Tollway's Chief Engineer. The Chief Engineer may: a) accept; b) accept conditionally requiring further study; or c) deny the application. The Chief Engineer reserves the right to reject any proposed project, to stipulate conditions on which further study of a proposed project will be approved, and/or to require that any information submitted be supplemented, completed or clarified before consideration. Authorization of a study of a proposed project does not in any way assure that the proposed interchange/roadway improvements or related access road will be constructed. The ultimate acceptance is contingent upon Tollway Board approval.

V. INTERGOVERNMENTAL AGREEMENT

Once the Tollway approves the application, the Tollway will draft an Intergovernmental Agreement (IGA) to formalize the agreement concerning the roadway/interchange improvements. The IGA will specify the applicant's financial, technical, and maintenance commitments to the project. It will also outline the Tollway's recourse, should the applicant fail to meet its commitments. The IGA must be approved by the Tollway's Board of Directors.

The signed IGA must be completed and be fully executed by the parties prior to the Tollway expending any design or construction dollars on the project.

VI. APPENDIX

A. Table 1

Required Storage Length for Through and Turning Traffic

$L = X/Y$ (in feet)
$X = 50 * (1 + \%T) * DHV$
$Y = NC * NL$
Where:
$\%T$ = percent of trucks in lane group
DHV = vehicles per hour in lane group
NC = number of cycles per hour based on HCS analysis
NL = number of lanes in lane group

B. Table 2

Minimum Required Access Control Distance⁶

Cross Street Design Speed (mph)	Access Control Distance (feet)
30	450
40	625
45	750
50	900
55	1050

⁶ The distance is based on the Design Speed of the cross street.

"Exhibit A"

SARNOFF + BACCASH

Special circumstances requested by VK 925 Chase, LLC
925-1065 Chase Ave., Elk Grove Village, Illinois (PINs: 08-27-303-050-0000)

VK 925 Chase, LLC ("Applicant") is requesting a Resolution supporting and consenting to a Class 6b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances and substantial rehabilitation. The Applicant plans on purchasing the subject property and rehabilitating the same to lease to a warehousing, manufacturing and/or distribution user.

The subject property consists of an approximately 121,974 square foot site with a roughly 70,796 square foot building that has been 100% vacant and unused since August 5, 2022. The property is in need of substantial rehabilitation. Therefore, the Applicant plans to spend approximately \$1,350,000 to \$1,450,000 to immediately rehabilitate and improve the subject property. Based on initial inspections these improvements will be to update the landscaping, update/improve the façade, install new signage, mill overlay and stripe the parking lot, install new concrete drive aprons per Elk Grove Village standards, add new accessible walkways, add new area of rescue assistance for existing exit, add new energy efficient interior lighting, update the offices, update the bathrooms, repair and replace the HVAC, add new loading dock equipment and replace current roof system as well as to complete other general maintenance. Please note that all of the rehabilitation costs could significantly vary depending on a variety of factors such as market variances. Further inspections of the subject property may require additional improvements. The rehabilitation will create approximately 55 to 60 construction jobs.

The Applicant will be marketing the subject property to industrial users and has a strong history of purchasing properties in Elk Grove Village and filling them with industrial users. Additionally, the Applicant expects that an industrial user at the subject property will bring anywhere from 25 to 75 jobs to the same. Elk Grove Village can also expect that an industrial user at the subject property and its employees will invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, Elk Grove Village can expect that an industrial user at the subject property will attract business and various customers to the Village in the course of its operations.

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