



ADDENDUM
REGULAR VILLAGE BOARD MEETING
NOVEMBER 15, 2022
7:00 PM

6. CONSENT AGENDA

- q. Consideration to award a purchase contract through the Sourcewell Purchasing Cooperative to Standard Equipment Company of Elmhurst, IL for the purchase of a Elgin Pelican street sweeper in the amount of \$296,222.75 from the FY24 Capital Replacement Fund.

(The Public Works Department is looking to replace unit 724, a 2012 Elgin Pelican with over 25,000 miles as part of the FY24 Budget.

(To ensure delivery can be made at the beginning of next fiscal year and to secure the current pricing, a purchasing contract must to be entered into this fall.

(The Elgin Pelican street sweeper is available through the Sourcewell Purchasing Cooperative from Standard Equipment Company of Elmhurst, IL in the amount of \$296,222.75.

(Sufficient funds will be budgeted in the FY24 Capital Replacement Fund.

(The Director of Public Works recommends approval.)

- r. Consideration to waive the formal bidding process and award a purchase contract to Currie Motors of Frankfort, IL for the purchase of three (3) F-250 pickup trucks in the total amount of \$147,330. Adequate funds will be budgeted in the FY24 Capital Replacement and Water & Sewer Funds.

(In preparation for the upcoming FY24 Budget, the Public Works Department has evaluated its fleet needs for the upcoming budget year.

(Three (3) F-250 pickup trucks within the Public Work Department have been identified for replacement.

(The Village has encountered vehicle delivery delays expanding 18-24 months from time of order to delivery date.

(Currie Motors of Frankfort, IL has recently made the Village aware of the opportunity to order Ford F-250 pickup trucks when the Ford order bank opens on November 14, 2022.

(If the order is placed and Currie Motors is able to have Ford fulfill the order, the trucks

are expected to be delivered in late spring or early summer of 2023.
(The Public Works Director recommends approval.)

- s. Consideration to adopt Ordinance No. 3789 amending the Position Classification and Salary Plan of the Village of Elk Grove Village (Accountant-Finance Department, Accounting Specialist-Finance Department, Deputy Director of Public Works-Public Works Business Leaders Forum, and Chief Infrastructure Engineer-Public Works Business Leaders Forum.).

(This ordinance amends the position classification system by deleting five (5) Accountant positions in the Finance Department and adding five Accounting Specialist positions, deleting one (1) Chief Infrastructure Engineer in Public Works Business Leaders Forum and adding one (1) Deputy Director of Public Works position.

(This ordinance also makes various amendments to the current non-union pay plans.)

- t. Consideration to adopt Resolution No. 54-22 authorizing the Mayor and to enter into an Intergovernmental Agreement with Elk Grove Township to provide snow removal and ice removal and mitigations for Elk Grove Township roadways.

(Adoption of this Intergovernmental Agreement will provide that the Village performs snow removal and ice removal and mitigations for Elk Grove Township roadways.

(Elk Grove Township will pay the Village a seasonal rate of \$19,009.20 to the Village for this service.

(The Village Manager recommends approval.)

- u. Consideration to adopt Resolution No. 55-22 authorizing the Mayor and Village Clerk to execute a TIF Redevelopment Agreement between the Village of Elk Grove Village and Stern Pinball, Inc. (Busse-Elmhurst TIF)

(This is a redevelopment agreement between the Village of Elk Grove Village and Stern Pinball, Inc.

(Stern is the world's largest pinball company. They are currently leasing their existing facility, but it has been determined that they need a larger facility.

(As part of the agreement, Stern plans to modernize and consolidate all of its operations and production, including the manufacturing of pinball machines (with the exception of its playfield production operation), into one facility, create a showroom for its iconic branded machines, and create a showroom store including retail sales of Stern branded items.

(Stern represents that it shall invest not less than \$5,000,000 into this relocation project.)

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 AMENDING THE POSITION CLASSIFICATION AND SALARY PLAN OF THE VILLAGE OF ELK GROVE VILLAGE (DEPUTY DIRECTOR OF PUBLIC WORKS-PUBLIC WORKS BUSINESS LEADERS FORUM, CHIEF INFRASTRUCTURE ENGINEER-PUBLIC WORKS BUSINESS LEADERS FORUM, ACCOUNTANT-FINANCE DEPARTMENT, AND ACCOUNTING SPECIALIST-FINANCE DEPARTMENT)

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 Position Classification and Salary Plan of the Village of Elk Grove Village be and the same is hereby amended to read as follows:

<u>Permanent Authorized Positions</u>				
		*Delete	Add	Total
<u>Finance Department</u>	<u>Current</u>	<u>Full-Time</u>	<u>Full-Time</u>	<u>November 28, 2022</u>
Accountant	5	5	0	0
Accounting Specialist <i>(Job Title Change)</i>	0	0	5	5

		*Delete	Add	Total
<u>PW (Bus. Leaders Forum)</u>	<u>Current</u>	<u>Full-Time</u>	<u>Full-Time</u>	<u>November 28, 2022</u>
Chief Infrastructure Eng.	1	1	0	0
Deputy Director of PW	0	0	1	1

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ELK GROVE TOWNSHIP TO PROVIDE SNOW REMOVAL AND ICE REMOVAL AND MITIGATIONS FOR ELK GROVE TOWNSHIP ROADWAYS

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:

**INTERGOVERNMENTAL AGREEMENT
Between the Elk Grove Township 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

**INTERGOVERNMENTAL AGREEMENT
Between the Elk Grove Township and the
Village of Elk Grove Village**

This Intergovernmental Agreement (the “**Agreement**”) is made and entered into this day of , 2022 by and between the Village of Elk Grove Village (the “**Village**”), a body politic and corporate of the State of Illinois and Elk Grove Township, a unit of local government (hereinafter referred to as “**EGT**”). The Village and EGT are sometimes collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Village and EGT are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, EGT has maintained certain portions of North Parkway Road, Center Street, Township Cemetery, Lincoln Lane, Martha Street, Dierking Terrace, Roppolo Drive, Vera Lane, Lee Lane, Forest View Avenue, Crest Avenue, Thorndale Avenue, Woodview Avenue, and Howard Street the “**EGT Roads**,” as outlined in the attached maps (Exhibit A); and

WHEREAS, the Village and EGT find it is in their interests to enter into an agreement whereby Village shall provide snow removal and ice removal and mitigation measures to the EGT Roads; and

WHEREAS, the Village and EGT desire by this Agreement to set forth their respective obligations and responsibilities concerning the snow removal and ice removal and mitigation measures necessary for the maintenance of the EGT Roads;

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals. The above recitals are incorporated into this Agreement as if fully set forth herein.

Section 2. Term of the Agreement. This Agreement, which is a legal, valid and binding contract enforceable against both the Village and EGT, shall be for a three (3) consecutive, one (1) year terms, beginning at the date when both Parties have approved and executed the Agreement. The Agreement shall be automatically renewable for additional three (3) year terms unless either Party terminates the Agreement by giving written notice at least six (6) months in advance of the termination date.

Section 3. Scope of Agreement. It is the intention of this Agreement to authorize the Village to provide snow and ice control measures for certain EGT roadways including those identified above and shown in Exhibit A. All snow and ice removal work shall be provided on an as-needed basis as determined by the Village. The Village will provide the requisite personnel, equipment, and salt necessary to maintain the safety of EGT Roads during snow and ice control events.

Section 4. Payment of Fees. The formula used to compute the annual Payment of Fees shall be as follows:

Operational Cost Per Mile x Centerline Miles to be Maintained = Avg. Operational Cost

Average Operational Cost x 26 Estimated Annual Operations = Annual Cost

A summary of the cost breakdown appears in Exhibit B. As such, EGT shall pay the Village the following rates for snow removal and ice removal and mitigation on the EGT Roads:

Snow Removal Season	Seasonal Rate
2022 – 2023	\$19,009.20

The payment is due in full no later than the first day of November each calendar year the Agreement is in effect. There will be no refunds of the Seasonal Rate. The Seasonal Rate shall include an annual adjustment that captures the rate of inflation as reflected by the consumer price index for this region (as of October 1st of each applicable year). Under no circumstance shall the Seasonal Rate be adjusted downward. The Seasonal Rate adjustment shall be determined no later than the first day of October each calendar year the Agreement is in effect. Additionally, when cumulative snowfall for a season exceeds 55” as recorded at O’Hare Airport, the Village shall charge EGT an additional fee of \$767.08 for each additional snow or ice control event during the season (“**Excessive Snowfall Fee**”). The Excessive Snowfall Fee shall be adjusted annually for inflation as reflected by the consumer price index for this region on the same date as the Seasonal Rate adjustment is determined. A “Season” shall be defined as the period of time between November 1 and April 30 each year that this Agreement is in effect.

Section 5. Indemnification. The Village shall defend, indemnify and hold harmless EGT, and its officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys’ fees, arising out of the execution of this Agreement, the Village’s failure to perform any provisions of this Agreement, or the termination of this Agreement with its terms, with the exception of any liability, losses, costs, damage or expense, or injury to person or property arising out of or resulting from (1) the sole action, negligence, malfeasance, or misfeasance of EGT, or its officers, agents and employees in the performance or non-performance of any act pursuant to this Agreement; or (2) any claim by an employee, agent, or subcontractor of EGT.

EGT shall defend, indemnify and hold harmless the Village, and its officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys’ fees, arising out of or resulting from (1) the sole action, negligence, malfeasance, misfeasance, of EGT or its officers, agents or employees in the

performance or non-performance of any act pursuant to this Agreement; or (2) any claim by an employee, agent or subcontractor of EGT.

The Village and EGT acknowledge that each party shall, if requested by the other party, furnish the other with a current certificate of insurance or self-insurance evidencing their respective existing public liability, property damage and workmen's compensation insurance coverages at the time of the signing of this Agreement, and that during the term of this Agreement, each party will maintain not less than the same level of insurance coverage.

Section 6. Notices. All notices, requests, demands, and other communications (collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as the Parties may designate by Notice in the above manner:

To Village of Elk Grove Village:

Village of Elk Grove Village
Attn: Village Manager
901 Wellington Ave
Elk Grove Village, Illinois 60007
60007 Attn: Village Manager

To Elk Grove Township:

Elk Grove Township
Attn: Administrator
600 Landmeier Road
Elk Grove Village, Illinois
Attn: Township Supervisor

Notices also may be given by fax or email provided the Notice is concurrently given by one of the above methods. Notices are effective upon receipt or upon attempted delivery if delivery is refused or impossible because of failure to provide a reasonable means for accomplishing delivery.

Section 7. General Provisions.

A. **Governing Law and Venue.** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois. Any claim, suit, action or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and both the Village and EGT hereby irrevocably consent to the personal and subject matter jurisdiction of such court and waive any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

B. **Modification.** This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Village and EGT agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

C. **Force Majeure.** Neither the Village nor EGT shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond EGT's or the Village's control and which event is not caused by EGT's or the Village's fault or negligence. Such events shall include, but are not limited to, acts of God, acts of war or terrorism,

fires, lightning, floods, epidemics or riots.

D. Entire Agreement. This Agreement constitutes the entire agreement between the Village and EGT, merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, or any other commitments and writings with respect to such subject matter hereof.

E. Severability. If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect any other provisions of this Agreement which can be given effect without the invalid provision and to that extent, the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the Village and the Township have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY THE
VILLAGE OF ELK GROVE VILLAGE

EXECUTED BY ELK TOWNSHIP

Craig B. Johnson
Mayor

George K. Busse
Elk Grove Township Supervisor

This ____ day of _____, 2022

This ____ day of _____, 2022

ATTEST:

ATTEST:

Loretta M. Murphy
Village Clerk

Township Clerk



Exhibit A

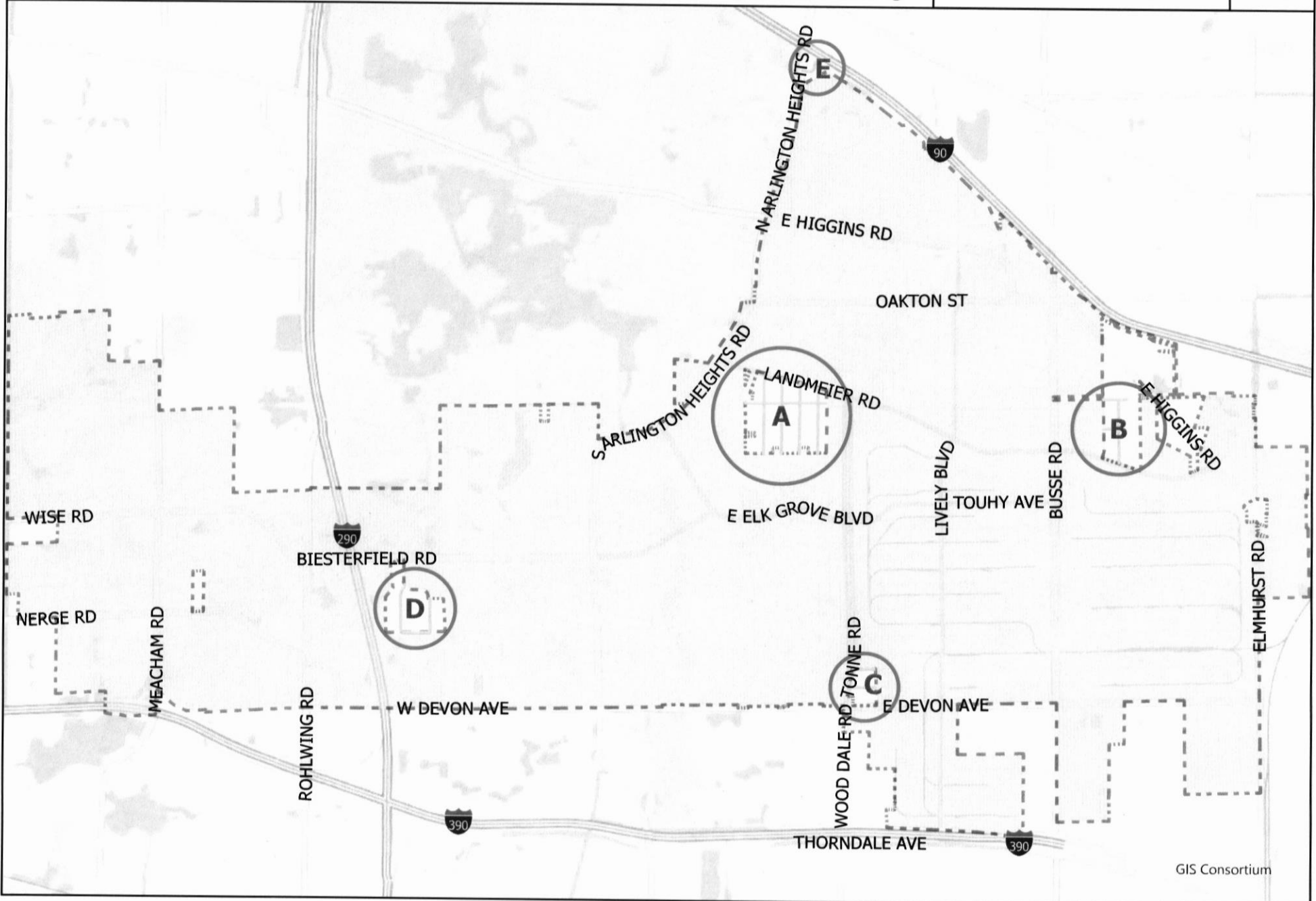
Maps depicting service areas



Elk Grove Village

Inter-Governmental Agreement for Elk Grove Township Snow Plowing

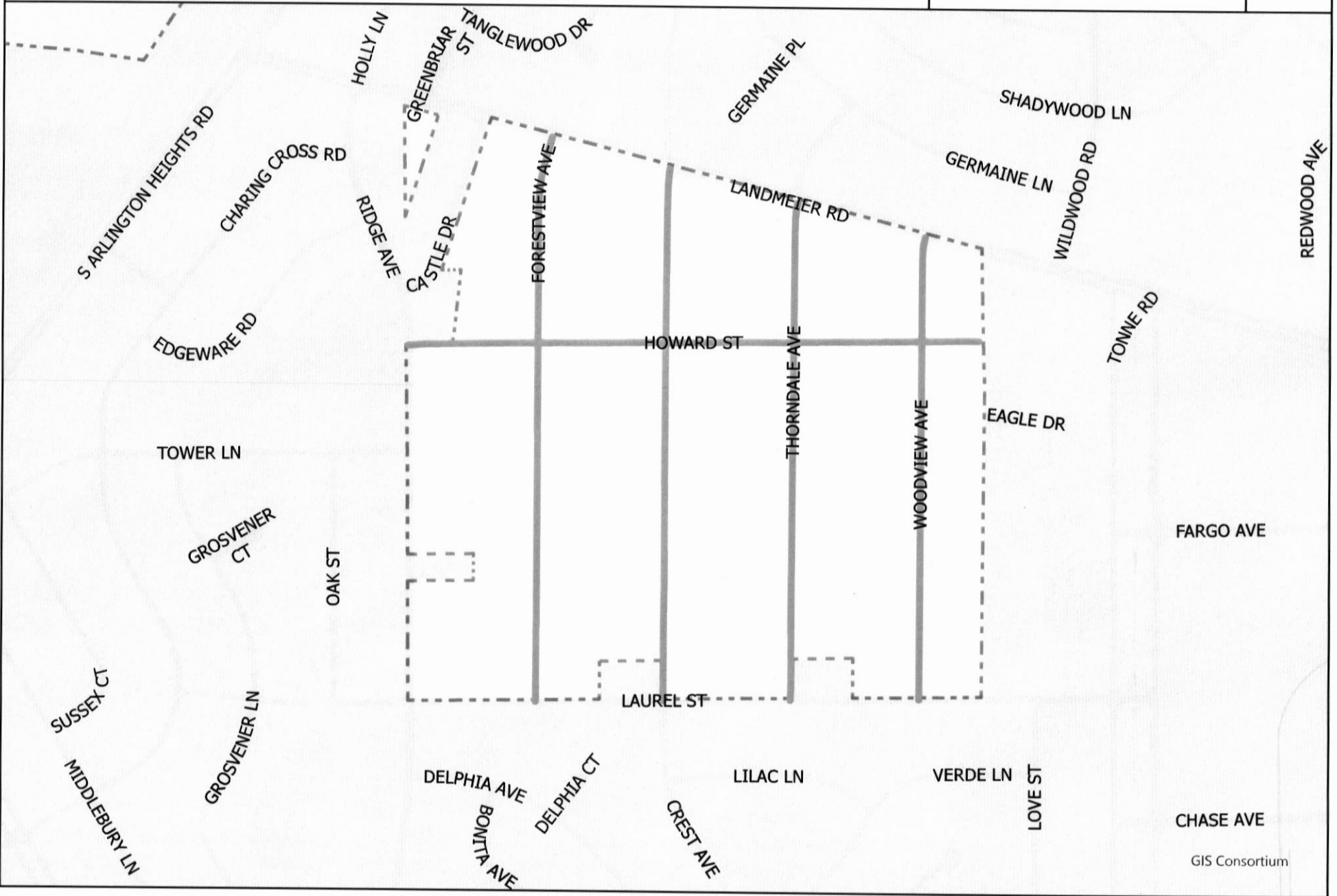
-  Exhibit
-  Elk Grove Village Municipal Boundary





Inter-Governmental Agreement for Elk Grove Township Snow Plowing

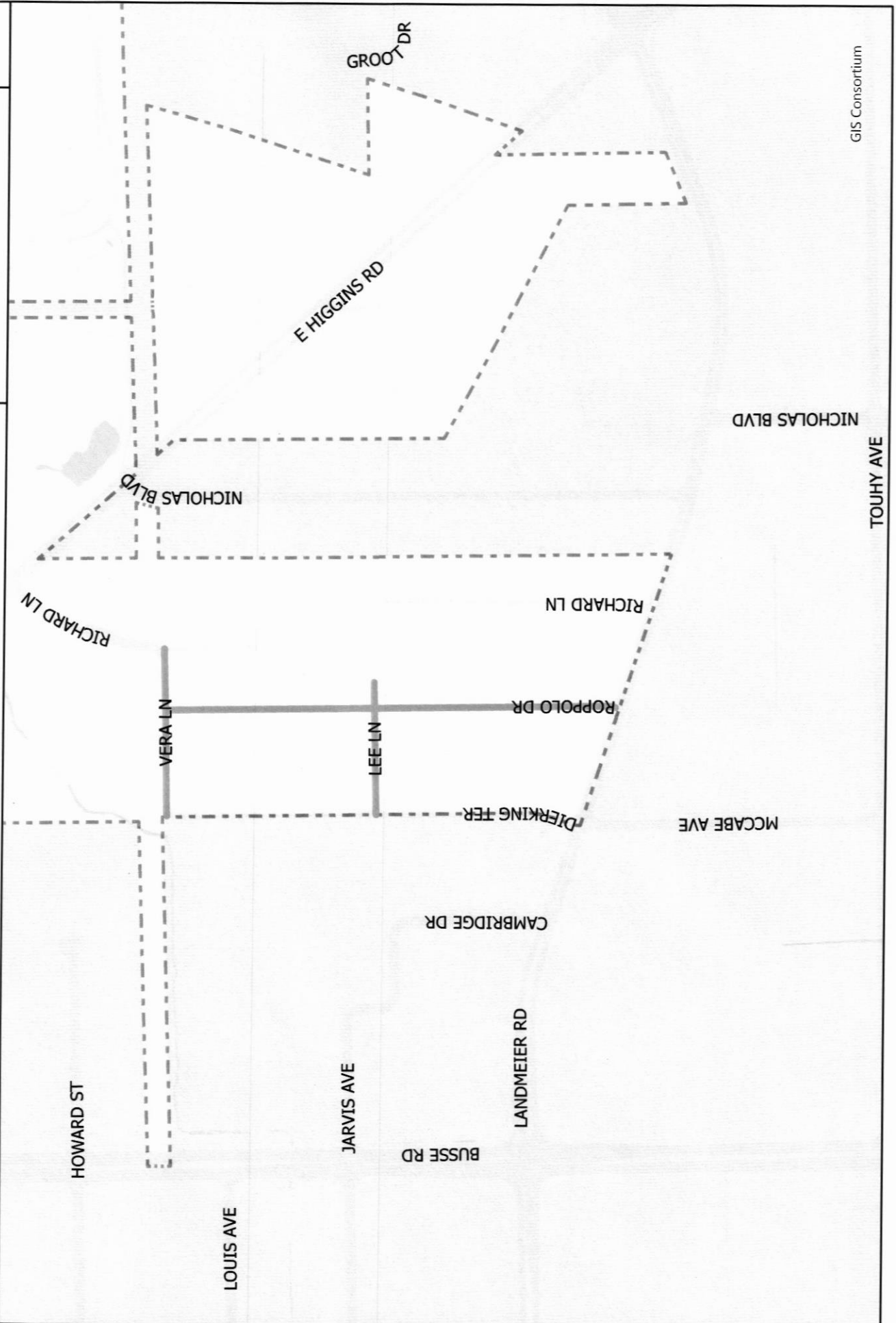
- Township Roads Covered by Inter-governmental agreement
- Elk Grove Village Municipal Boundary







Inter-Governmental Agreement for Elk Grove Township Snow Plowing

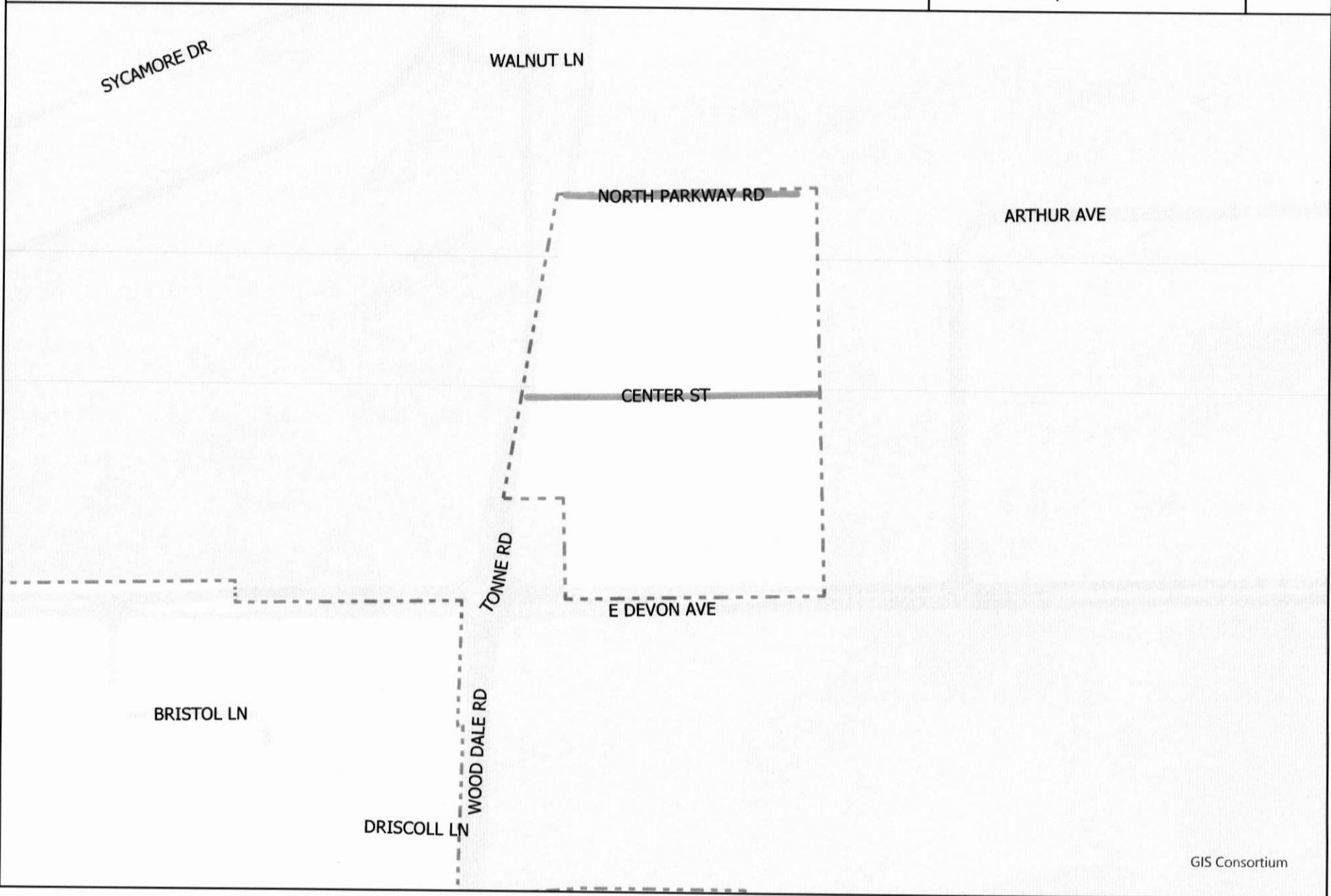
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Inter-Governmental Agreement for Elk Grove Township Snow Plowing

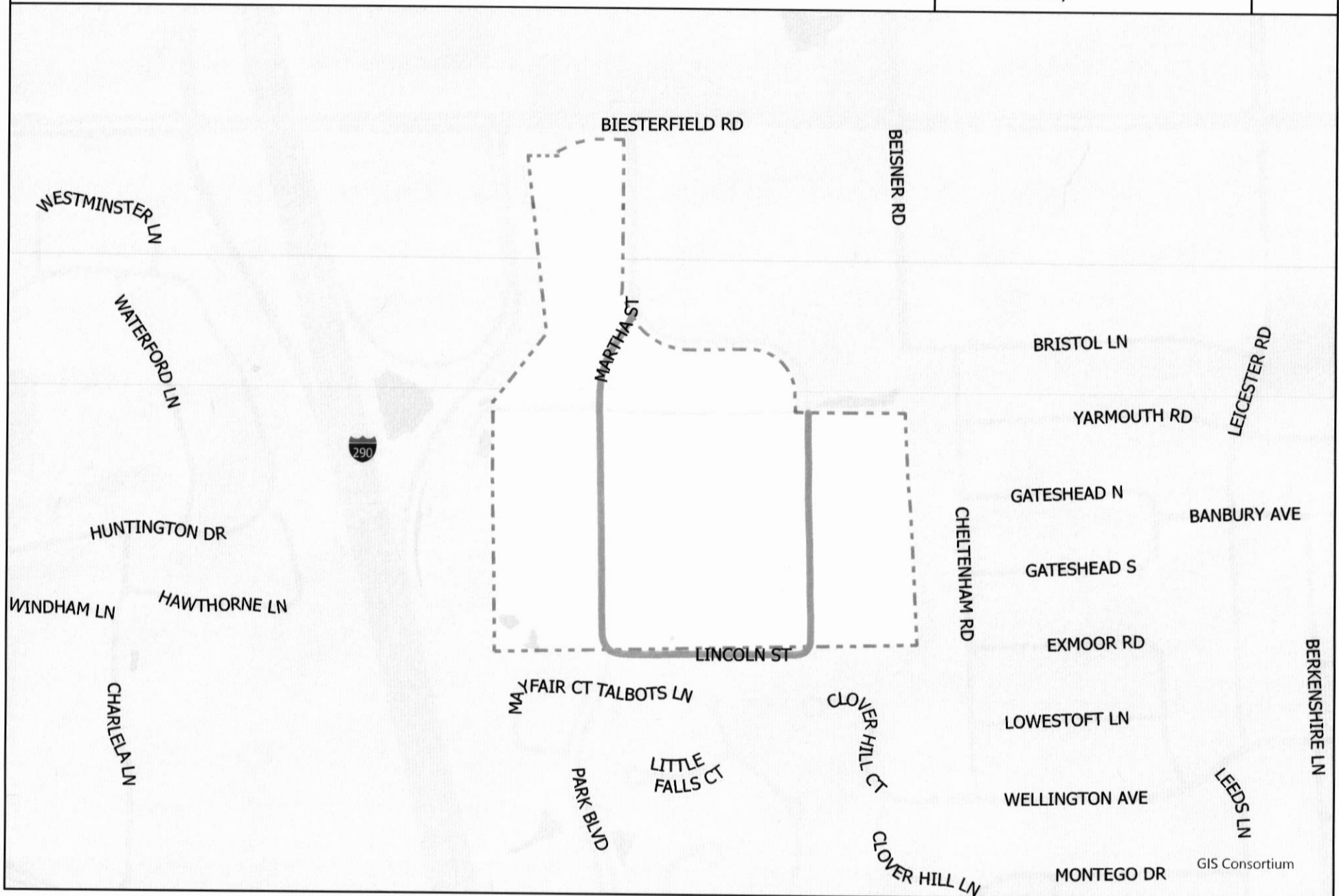
-  Township Roads Covered by Inter-governmental agreement
-  Elk Grove Village Municipal Boundary







Inter-Governmental Agreement for Elk Grove Township Snow Plowing

- Township Roads Covered by Inter-governmental agreement
- Elk Grove Village Municipal Boundary





Inter-Governmental Agreement for Elk Grove Township Snow Plowing

-  Township Roads Covered by Inter-governmental agreement
-  Elk Grove Village Municipal Boundary



N ARLINGTON HEIGHTS RD
CEMETERY LN



Exhibit B

Operational Cost Per Mile	\$199.76
Centerline Miles	3.66 miles
Average Operational Cost	\$731.12
Estimated Annual Operations	26
2022 – 2023 Annual Cost	\$19,009.20

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE
A TIF REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE
VILLAGE AND STERN PINBALL, INC (BUSSE-ELMHURST TIF)**

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:

REDEVELOPMENT AGREEMENT

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

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (“Agreement”), is made and entered into as of the ___ day of _____, 2022, by and between the Village of Elk Grove Village, an Illinois home rule municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and Stern Pinball, Inc., an Illinois Corporation (“Stern”). Stern together with the Village, are collectively referred to as the “Parties.”

RECITALS

A. Pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILLS 5/11 - 74.4-1 *et seq.* (the "Act"), in 2014, the Village adopted the Busse/Elmhurst Redevelopment Plan (“Plan”) and created the Busse/Elmhurst Redevelopment Project Area (“TIF District”) in accordance with the Act to stabilize and expand the Village’s tax base.

B. Stern is the operator of the world’s largest pinball company currently doing business within the Village’s Business Park. Stern is leasing its current location but has determined that it now requires a larger facility. Stern has represented that unless it is able to find a larger facility within the Village, it will be required to relocate into an alternate municipality.

C. Stern has represented to the Village that it plans to modernize and consolidate all of its operations and production including the manufacturing of pinball machines (with the exception of its playfield production operation) into one facility, create a showroom for its iconic branded machines and create a showroom store including retail sales of Stern branded items (“Store”), all within the Village’s corporate boundaries.

D. Stern has agreed to enter into a lease for a new facility within the TIF District, consisting of 163,875 square feet at 1001 Busse Road, which is legally described in Exhibit A attached hereto (the “New Facility”). Stern’s lease for the New Facility will be for a period of not less than ten (10) years commencing on or before October 1, 2023 (the “Lease”).

E. Stern has represented to the Village that the cost to expand its operation and to move into the New Facility are prohibitive so the Village has agreed to provide certain assistance to help defray a portion of those costs as specifically set forth herein (the “Assistance”).

F. Stern has represented that but for the Assistance as set forth herein, the Project will not be financially feasible.

G. The Village is authorized to reimburse Stern for certain Eligible Costs, as that term is defined in the Act, as set out in Exhibit B attached hereto.

H. The Village desires to retain Stern's operation and to encourage its expansion within the Village to attract additional private investment in its Business Park, insure the ongoing stability of the Village's taxing base for it and overlapping taxing districts, all of which will be in the best interests of the Village by furthering the health, safety, and welfare of its residents and taxpayers.

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

I
RECITALS PART OF AGREEMENT

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

II
MUTUAL ASSISTANCE

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

III
REDEVELOPMENT PROJECT

3.01 Description of the Project.

Stern hereby agrees that it will enter into the Lease and commence Operations at the Property pursuant to the Lease on or before January 1, 2024. Stern will relocate its business to the New

Facility and operate its pinball business (“OPERATIONS”) for a period of not less than ten (10) years. The execution of the Lease, construction of necessary improvements, the relocation of its equipment and materials to the New Facility and the commencement of operations thereon are collectively referred to herein as the “Project.”

3.02 Project Assistance.

The Village hereby agrees to provide the assistance (“ASSISTANCE”) to the Project to defray Eligible Costs as set forth in Exhibit B attached hereto. Provided that Stern is in compliance with the terms and conditions set forth in this Agreement, the Village shall pay the Assistance as follows:

- A. Upon the Village’s issuance of the Certificate of Occupancy for the New Facility, the Village shall pay Stern One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) of Eligible Costs;
- B. So long as Stern continuously maintains its Operations in the New Facility, upon the expiration of the 5th year of the Lease, the Village shall reimburse Stern an additional Four Hundred Thousand Dollars (\$400,000) in Eligible Costs;
- C. So long as Stern continuously maintains its Operations in the New Facility, upon the expiration of the 6th year of the Lease, the Village shall reimburse Stern an additional One Hundred Thousand Dollars (\$100,000) in Eligible Costs; and
- D. In the event Stern either (i) extends the Lease for not less than 5 years; or (ii) expands the square footage currently provided in the Lease by not less than 50,000 square feet, the Village will reimburse Stern an additional Two Hundred and Fifty Thousand Dollars (\$250,000) of Eligible Costs.

3.03 Village Reimbursement.

Stern shall submit contractor’s sworn statements, invoices as appropriate along with proof of payment as evidence that the costs of the TIF Improvements have been incurred and paid for by Stern. The Village will then reimburse Stern within 30 days of receipt of Stern’s documentation.

3.04 Cook County Class 6b Tax Incentive.

Stern shall submit a petition to the Village for a Cook County Class 6b Property Tax Abatement for the Project. Upon receipt of Stern's petition, the Village will adopt a resolution and issue and deliver to Stern a "Letter of Acceptance." Once the Village issues a certificate of occupancy for the New Facility and Stern commences its operation thereon, the Village shall deliver the approved resolution to Stern for submission to Cook County.

3.05 Village's Right to Recover Assistance.

The Village is providing the Assistance as set forth in this Agreement based on Stern's representation that it requires the Assistance to expand its Operation to 160,000 square feet and to enter into a ten year lease. In the event Stern closes or reduces the square footage of its Operation, the Village shall have the right to recover Assistance it has paid based on a pro rata calculation. By way of example, if Stern closes its Operation after seven years, the Village shall have the right to recapture thirty percent (30%) of the Assistance; if Stern reduces the size of its leased premises by 40,000 square feet, the Village shall have the right to recover twenty-five percent (25%) of the Assistance.

3.06 Assignment of Lease or Stern's business.

Stern shall not assign or sell its Operation or the Lease without providing a sixty-day written notice to the Village. Stern's assignee or purchaser shall agree in writing to assume Stern's obligation under this Agreement or the Village shall have the right to cease paying the Assistance and to recapture any Assistance previously paid to Stern. The Village shall have no obligation to issue any building or occupancy permits to Stern, its purchasers or assignees until any Assistance due the Village is paid in full.

3.07 Private Investment.

Stern hereby represents to the Village that it shall invest not less than Five Million Dollars (\$5,000,000) of its private funds in the Project in accordance with the budget attached hereto as Exhibit C.

IV
APPROVALS, CONSTRUCTION & FEES

4.01 Exterior Building Elevation Plans.

Stern shall submit its proposed exterior elevations attached hereto as Exhibit D to the Village for its approval so that the Village can insure the New Facility is constructed with a high-quality level of design.

4.02 Village Approval of Plans.

The Village's approval of Stern's plans shall not be unreasonably withheld or denied so long as the plans depict a high-level of design and are in conformance with all applicable Village Codes and the requirements of any other agency having jurisdiction over the Project.

V
AUTHORITY

5.01 Powers.

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

5.02 Authorized Parties.

Whenever under the provisions of this Agreement and other related documents approval of the Village is required, such approval may be granted by the Village Manager or his designee; and for Stern, by any officer of the corporation as designated in writing from time to time (in any event, the officers or managing member executing this Agreement are so authorized).

VI
GENERAL PROVISIONS

6.01 Events of Default/Remedies.

A. Default by Stern.

Stern shall be in default of this Agreement in the event Stern:

- (i) Fails to maintain its Operations, except for a temporary cessation due to circumstances as noted in paragraph 6.05 of this Agreement, at the New Facility for a period of ten years commencing on the date that the Village issues the Certificate of Occupancy; or
- (ii) Assigns or sells the Operation or the Lease in violation of paragraph 3.05 of this Agreement.

B. Default by Village.

The Village shall be in default of this Agreement if Stern is in compliance with the terms and conditions set forth in this Agreement and the Village fails to pay the Assistance or take the necessary action to effect the Class 6b tax abatement.

C. In the event of a default by the Village, Stern's sole and exclusive remedy shall be the remedy of specific performance.

D. In the event of a default by Stern, the Village shall have the right to cease all payments of Assistance and to recover the sums provided for in Paragraph 3.02.

6.02 Construction Indemnity.

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

6.03 Insurance.

Stern agrees to obtain and cause its agents and contractors to obtain workmen's compensation as required by applicable law and general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with respect to the construction and implementation of the Project. The Village shall be named as an additional insured on the general liability policy.

6.04 Prevailing Wage.

Stern shall be responsible for meeting the requirements of the Illinois Prevailing Wage Act (820 ILCS 130 et seq.), (the "Wage Act") as it may be deemed applicable to the Project as determined by the State of Illinois. Stern hereby indemnifies the Village for any fines, penalties or other charges including reasonable attorney's fees incurred as a result of Stern's failure to satisfy the requirements of the Wage Act. Moreover, if the State of Illinois determines the reimbursement of the Eligible Costs is subject to the Wage Act, the Village shall have no obligation to make any payment to Stern without Stern first submitting the documentation required by the Wage Act.

6.05 Delay.

For the purposes of any of the provisions of this Agreement, neither the Village nor Stern, nor any successor in interest shall be considered in breach or default of its obligations under this Agreement in the event of any delay caused by events or conditions beyond the reasonable control of the party, including infectious disease pandemics, which in fact prevents the party from discharging its respective obligations hereunder and the timeframes for performance of those obligations shall be extended accordingly. Economic hardship shall not be a permitted reason for delay.

6.06 Building, Subdivision Codes.

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

6.07 Right to Inspect.

The Village shall have the right to examine Stern's books and records including all loan statements, general contractor's sworn statements, general contracts, subcontracts, material purchase orders,

waivers of lien, paid receipts and invoices in order to confirm that Stern has incurred the Eligible Costs as set forth in Exhibit B.

6.08 Covenant to Pay Taxes.

Stern hereby acknowledges that the sole source of the Assistance is the incremental real estate taxes generated within the TIF District. Stern hereby covenants to pay or cause to be paid all real estate taxes levied against the New Facility promptly as they become due and owing.

6.09 Time of Essence.

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

6.10 Notice of Default & Right to Cure.

Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a default under this Agreement, the party claiming such default shall send a written notice to the defaulting Party specifying the alleged default. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within fifteen (15) days of the receipt of such notice. This notice provision shall not be applicable if Stern, its agents or assignees are in violation of any Village Code, including life and safety regulations. If Sterns Operations are forced to cease due to circumstances noted in 6.05, these provisions shall be tolled during the time Stern is prevented from operating.

6.11 Amendment.

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

6.12 No Other Agreement.

Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the Project and the Village's Assistance. This Agreement contains the full agreement of the Parties.

6.13 Assigns.

This Agreement shall be binding upon the Parties and their respective permitted successors and assigns.

6.14 Severability.

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

6.15 Illinois Law.

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

6.16 Notice.

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

To Stern Pinball, Inc.:

Stern Pinball, Inc.
2001 Lunt Ave.
Elk Grove Village, IL 60007
Attn: Chief Financial Officer

With copies to:

Stern Pinball, Inc.
2001 Lunt Ave.
Elk Grove Village, IL 60007
Attn: General Counsel

To the Village:

Office of the Village Manager
Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, Illinois 60007

With copies to:

Office of the Village Attorney
901 Wellington Avenue
Elk Grove Village, Illinois 60007

or at such other addresses as the Parties may indicate in writing to the other; such notice to be given either by electronic mail, personal delivery, courier, or by certified mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the date of mailing; all other notices shall be effective when delivered.

6.17 Partnership; No Third Party Beneficiaries.

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

6.18 Counterparts and Electronic Copies.

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

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

6.20 Exhibits.

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

[SIGNATURE PAGES TO FOLLOW]

October 21, 2022

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

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

By: _____

Mayor Craig B. Johnson

ATTEST:

Village Clerk

STERN PINBALL, INC.

By _____

Name: _____

Title: _____

EXHIBITS

- A. LEGAL DESCRIPTION OF PROPERTY**
- B. TIF ELIGIBLE EXPENSES**
- C. PROJECT BUDGET**
- D. BUILDING ELEVATIONS**

EXHIBIT A

LEGAL DESCRIPTION

LOT 99 IN CENTEX INDUSTRIAL PARK UNIT NO 10, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM SAID LOT 99 THAT PART THEREOF LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOW:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 99 WHICH IS 21.24 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 99 AND WHICH IS NORMALLY DISTANT 20 FEET SOUTHERLY OF THE SOUTH LINE OF LANDMEIER ROAD; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH AND DISTANT 20 FEET SOUTHWESTERLY OF SAID SOUTH LINE OF LANDMEIER ROAD, A DISTANCE OF 175.20 FEET TO AN ANGLE POINT, THENCE WESTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE OF 19 DEGREES, 40 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 559.52 FEET TO A POINT ON THE WEST LINE OF LOT 99 DISTANT 35 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 99, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPT THAT PART OF SAID LOT 99 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 99 AFORESAID, THENCE ON AN ASSUMED BEARING SOUTH 1 DEGREES 11 MINUTES 31 SECONDS EAST, 35.00 FEET TO THE SOUTH LINE OF LANDMEIER ROAD AS WIDENED AND FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 36 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE OF LANDMEIER ROAD AS WIDENED, 15.00 FEET, THENCE SOUTH 43 DEGREES 42 MINUTES 14 SECONDS WEST, 21.25 FEET TO THE WEST LINE OF LOT 99 AFORESAID; THENCE NORTH 1 DEGREES 11 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE OF LOT 99, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

Commonly Known as: 1001 Busse Road, Elk Grove Village, IL 60007
PIN: 08-26-303-014

EXHIBIT B

TIF Eligible Expenses as of 10-21-2022			
PHASE 1 - Building Construction			
ITEM	Cost	QTY	Rolled Costs
General Requirements	40,000.00	1	40,000.00
Demolition	0.00	1	0.00
Carpentry & Millwork	37,850.00	1	37,850.00
Thermal & Moisture Protection	28,000.00	1	28,000.00
Doors & Windows (inside)	88,900.00	1	88,900.00
Finishes	602,188.00	1	602,188.00
Specialties (Fire Alarm, etc.)	92,375.00	1	92,375.00
Plumbing	373,355.00	1	373,355.00
HVAC	449,400.00	1	449,400.00
Electrical	431,700.00	1	431,700.00
Overhead and Profit	140,756.99	1	140,756.99
Prologis Discounts	(54,688.60)	1	(54,688.60)
Exterior Building Improvement	1,000,000.00	1	1,000,000.00
Total Costs \$ =			3,229,836.39
PHASE 1A - Building Prep work before move-in			
ITEM	Cost	QTY	Rolled Costs
Factory Fencing	128,847.95	1	128,847.95
New building Locks	5,000.00	1	5,000.00
Misc. Permits	4,000.00	1	4,000.00
Security alarm system	8,000.00	1	8,000.00
Fire alarm system	30,000.00	1	30,000.00
IT Sever & Phones	3,500.00	1	3,500.00
IT Sprinklers, electric shut down, Air ducts	49,267.50	1	49,267.50
Air compressor lines	217,607.92	1	217,607.92
Air compressor lines materials	140,235.00	1	140,235.00
Building Signage	25,000.00	3	75,000.00
Mural (all-in)	20,000.00	1	20,000.00
8' Pinball Sculpture	250,000.00	1	250,000.00
Moving Trucks	8,219.63	3	24,658.89
EV Charging Stations	1,500.00	6	9,000.00
Electrical drops throughout factory	600,000.00	1	600,000.00
Total Costs \$ =			1,565,117.26
PHASE 1B - Move-in costs			
ITEM	Cost	QTY	Rolled Costs
Used Equipment	8,750.00	1	8,750.00
Moving, Pack mat'l	4,500.00	1	4,500.00
Forklift lift rental	4,500.00	1	4,500.00
Moving Pallets	4,000.00	1	4,000.00
MISC: Gas, Van, food	5,000.00	1	5,000.00
SPI Employees, move	27,240.00	10	272,400.00
Moving Trucks	16,439.25	5	82,196.25
Total Costs \$ =			381,346.25
PHASE 1C - Equipment and Furniture			
ITEM	Cost	QTY	Rolled Costs
Rotary Screw Compressor (X2), (1) Shared Dryer, (1) 240 gallon Wet Tank, (1) 400 gallon Dry Tank.	69,350.00	1	69,350.00
Total Costs \$ =			69,350.00
Total TIF Eligible Expenses			5,245,649.90

EXHIBIT C

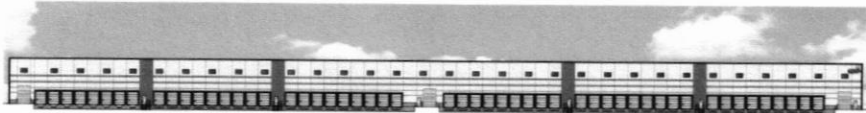
Project Budget for 1001 Busse Road EGV as of October 21, 2022				
PHASE 1 - Building Construction				
ITEM	Cost	QTY	Rolled Costs	NOTES:
Tenant Improvement Construction Budget	2,320,306.39	1	2,320,306.39	Demising wall, bathrooms and factory buildout, main electrical; Mike Fisher (GC) estimate
Exterior Building Improvement	1,000,000.00	1	1,000,000.00	New windows, faux wood accents; Prologis estimate
Additional Parking	20,000.00	1	20,000.00	Prologis estimate
Total Costs \$ =			3,340,306.39	
PHASE 1A - Building Prep work before move-in				
ITEM	Cost	QTY	Rolled Costs	NOTES:
Factory Fencing	128,847.95	1	128,847.95	New fencing installed
Fencing - rebate	(4,500.00)	1	(4,500.00)	Old fencing buy back
Factory Racks	317,191.05	1	317,191.05	New racking, installed
Racks Rebate	(28,000.00)	1	(28,000.00)	Old racking, buy back
Moving Pallets	5,000.00	1	5,000.00	Based on last move \$2,600.00
New building Locks	5,000.00	1	5,000.00	Based on last move \$1,271.14
Misc. Permits	4,000.00	1	4,000.00	Based on last move \$1,250.00
Security alarm system	8,000.00	1	8,000.00	
Fire alarm system	30,000.00	1	30,000.00	
IT Sever & Phones	3,500.00	1	3,500.00	Based on last move \$1,755.12
IT Sprinklers, electric shut down, Air ducts	49,267.50	1	49,267.50	Based on last move \$16,422.50
Air compressor lines	217,607.92	1	217,607.92	Throughout Factory labor \$54,401.98 (C&M non-union labor - no longer available)
Air compressor lines materials	140,235.00	1	140,235.00	Based on last move \$35,058.75
Building Signage	25,000.00	3	75,000.00	On-Building signs
Mural (all-in)	20,000.00	1	20,000.00	Illuminated lobby mural
8' Pinball Sculpture	250,000.00	1	250,000.00	Awaiting bids
Moving Trucks	8,219.63	3	24,658.89	Mid-West movers
SPI Employees prep	5,448.00	6	32,688.00	30 people @ \$22.70/hr.
EV Charging Stations	1,500.00	6	9,000.00	
Electrical drops throughout factory	600,000.00	1	600,000.00	Assembly lines, microwaves, etc.; was \$141,685.00 at Lunt; Mallard Electric estimate
Total Costs \$ =			1,887,496.31	
PHASE 1B - Move-in costs				
ITEM	Cost	QTY	Rolled Costs	NOTES:
Used Equipment	8,750.00	1	8,750.00	Heavy equipment move
Moving, Pack mat'l	4,500.00	1	4,500.00	Based on last move \$3,500.00
Forklift lift rental	4,500.00	1	4,500.00	Based on last move \$3,445.00
Moving Pallets	4,000.00	1	4,000.00	Based on last move \$2,600.00
MISC: Gas, Van, food	5,000.00	1	5,000.00	Based on last move \$1,125.67
SPI Employees, move	27,240.00	10	272,400.00	150 people @ \$22.70/hr.
Moving Trucks	16,439.25	5	82,196.25	Mid-West movers
Total Costs \$ =			381,346.25	
PHASE 1C - Equipment and Furniture				
ITEM	Cost	QTY	Rolled Costs	NOTES:
Furniture Budget	500,000.00	1	500,000.00	Current furniture plus new
Rotary Screw Compressor (X2), (1) Shared Dryer, (1) 240 gallon Wet Tank, (1) 400 gallon Dry Tank.	69,350.00	1	69,350.00	This is used for Factory air tools, etc.
Phone cancel costs	20,000.00	1	20,000.00	Moving phones over; was \$10,000
Total Costs \$ =			589,350.00	
Estimated Additional Tax Expense			269,704.15	
Total Move Budget			6,468,203.10	
Lease Commitment (Not PV):			25,983,719.48	
Total Project Budget			32,451,922.58	

EXHIBIT D

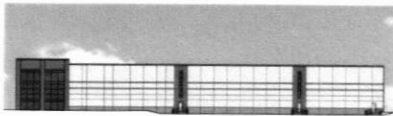
BUILDING ELEVATIONS AND RENDERINGS



WEST ELEVATION:



EAST ELEVATION:



SOUTH ELEVATION:



NORTH ELEVATION:



ENLARGED ELEVATION:
SCALE: 1/8" = 1'-0"

ELEVATIONS
SCALE: 1/32" = 1'-0" 0 10 20 40 FEET

1001 BUSSE RD.
EVA GROVE VILLAGE, ILLINOIS

OCTOBER 17, 2022 #19386

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