



**AGENDA**  
**REGULAR VILLAGE BOARD MEETING**  
FEBRUARY 28, 2023  
7:00 PM

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF MINUTES OF FEBRUARY 14, 2023**

**4. MAYOR & BOARD OF TRUSTEES' REPORT**

**5. ACCOUNTS PAYABLE WARRANT:** February 28, 2023 \$ 296,782.04

**6. CONSENT AGENDA**

- a. Consideration of a request from Elk Grove Village Public Library, 1001 Wellington Avenue, to waive permit fees in the amount of \$306 to repair damage to the building caused by a car crash.

(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.)

- b. Consideration to concur with prior authorization to hold a Public Hearing before the Plan Commission to consider text amendments to multiple sections of the Elk Grove Village Zoning Ordinance as it pertains to self-storage uses.

(The Village of Elk Grove is requesting to amend multiple sections of the Elk Grove Village Zoning Ordinance as it pertains to prohibiting and regulating self-storage uses in all zoning districts.

(The Public Hearing will be held on March 20, 2023.)

- c. Consideration to award a professional service contract to Lauterbach & Amen, LLP of Naperville, IL to perform the Village's annual audit in an amount not to exceed \$32,400.

(This contract is with Lauterbach & Amen, LLP to audit the financial statements for the fiscal years ending April 30, 2023, April 30, 2024, April 30, 2025, April 30, 2026 and April 30, 2027.

(This first year of the new contract represents an 11.7% decrease from the previous year. (Lauterbach & Amen, LLP audits many municipalities with personnel specializing in governmental accounting. They have demonstrated their commitment by providing a high level of quality service with technically competent personnel.

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

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

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

(The Director of Finance recommends approval.)

- d. Consideration to award a professional service construction management contract to RJN Group of Wheaton, IL for professional engineering services for the Pratt Road force mains replacement project in the amount of \$29,500 from the Busse-Elmhurst Redevelopment Fund.

(A proposal was solicited from RJN Group of Wheaton, IL for construction management of the Pratt Road Force Main Replacement project.

(This project will consist of replacing 380 linear feet of 12" sanitary sewer force main at one of the Village's Business Park Lift Stations.

(The proposed rehabilitation will ensure reliable sewer service to the Village's Business Park now and into the future.

(The Director of Public Works recommends approval.)

- e. Consideration to award a professional services contract to CivicPlus of Manhattan, KS for support and maintenance of the SeeClickFix Pro Service Request system covering a one-year period for a total amount not to exceed \$30,003.75 split between the Public Work General and Water & Sewer Funds.

(The Village originally purchased the SeeClickFixPro service request software from CivicPlus on January 25, 2022.

(SeeClickFix is a service request software which allows residents and business owners to contact the Village to ask questions and bring forth concerns.

(The Village's original agreement with SeeClickFix included a Year 1 Implementation and a Year 2 Annual Recurring Cost.

(The Annual Recurring Cost for 2023 is \$30,003.75.

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

(The Director of Public Works recommends approval of this contract.)

- f. Consideration to award a services contract to Core & Main of Carol Stream, IL for the annual Sensus Regional Network Interface & Analytics and antenna maintenance agreement at a cost not to exceed \$43,368 from the Water & Sewer Fund.

(On September 10, 2019 the Village Board approved a contract with Siemens Industry, Inc. of Mount Prospect, IL, for the replacement of water meters, advanced metering

infrastructure upgrades and other project management services.

(Part of the new meter system upgrade included replacing the sixteen-year-old technology used to capture the water meter readings in the Business Park by replacing the drive-around radio reading system.

(The new system allows for much more efficient collection of water meter readings using radio signals sent to antenna towers.

(The two-antenna system is provided by Sensus. Meter readings are recorded through radio signals by the two antennas and stored in Sensus's Regional Network Interface (RNI) secure cloud-based system before being accessed by the Village for billing purposes.

(The annual services associated with the use and access to Sensus RNI & Analytics and maintenance for the two radio antennas is \$43,368.

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

(The Director of Public Works recommends approval.)

- g. Consideration to increase the contract with Sebert Landscaping of Elk Grove Village, IL for the parkway restoration - sod contract in the amount of \$39,763 for a total contract amount of \$134,525.50 from the Public Works General and Water & Sewer Funds.

(On April 12, 2022, the Village Board awarded a contract Sebert Landscaping of Elk Grove Village, IL for the parkway restoration - sod contract in the amount of \$94,762.50.

(The contract provides the necessary labor, materials and equipment for turf restoration of damaged parkways throughout the Village including site preparation, topsoil, restoration, laying sod and providing supplemental watering of each location.

(Over the last year, the Village has identified additional areas in need of restoration in addition to those areas within the original contract estimates.

(Adequate funds are available in the Public Works General and Water & Sewers Funds.

(The Director of Public Works recommends approval.)

- h. Consideration to award a professional services contract to Nicholas & Associates, Inc. of Mt. Prospect, IL, to perform construction management services related to building improvements to Pump Houses 7 & 8 in the amount of \$137,700 from the Water & Sewer Fund.

(A proposal was solicited from Nicholas & Associates, Inc. of Mt. Prospect, IL, to perform construction management services related to building improvements to Pump Houses 7 & 8.

(Nicholas & Associates will prepare all necessary drawings and documents, review and approve material submissions, and perform the construction management services.

(The proposed improvements will include replacing existing windows and glass, new security doors and frames, and a complete roof replacement.

(The Director of Public Works recommends approval.)

- i. Consideration to adopt Ordinance No. 3800 amending the Position Classification and Salary Plan of the Village of Elk Grove Village (Police Records Technician - Police Department; Social Worker - Police Department; Word Processing Operator - Police Department).

(This Ordinance adds one (1) Full-time Police Records Technician and one (1) Full-time

Social Worker; and deletes three (3) Part-time Word Processing Operators.)

- j. Consideration to adopt Resolution No. 7-23 authorizing the Mayor and Village Clerk to execute an intergovernmental purchase and sale agreement between the Village of Elk Grove Village and the County of Cook (Midway Court right-of-way parcel).

(The Village is seeking to acquire and vacate the transportation use of Midway Court to facilitate the redevelopment of the surrounding area.

(Cook County owns a portion of the land which makes up Midway Court.

(This Agreement provides for the Village to purchase the right-of-way parcel owned by Cook County.

(This agreement has been reviewed by the Village Attorney.

(The Deputy Village Manager recommends approval.)

## **7. REGULAR AGENDA**

### **8. PLAN COMMISSION - Village Manager Roan**

- a. 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 is yet to be established.)

### **9. ZONING BOARD OF APPEALS - Village Manager Roan**

- a. ZBA Docket 23-1 - Consideration of a petition submitted by Ronald Pobuta, for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations of fences in residential zoning districts for property located at 209 Oakton Street. (PH 02-16-23)

### **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**

**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 AMENDING THE POSITION CLASSIFICATION AND SALARY PLAN OF THE VILLAGE OF ELK GROVE VILLAGE (POLICE RECORDS TECHNICIAN – POLICE DEPARTMENT; SOCIAL WORKER – POLICE DEPARTMENT; AND WORD PROCESSING OPERATOR – POLICE 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:

<b><u>Permanent Authorized Positions</u></b>				
<b><u>Police Department</u></b>	<b><u>Current</u></b>	<b><u>Delete Full-Time</u></b>	<b><u>Add Full-Time</u></b>	<b><u>Total March 1, 2023</u></b>
Police Records Technician	5	0	1	6
Social Worker	0	0	1	1

  

<b><u>Police Department</u></b>	<b><u>Current</u></b>	<b><u>Delete Part-Time</u></b>	<b><u>Add Full-Time</u></b>	<b><u>Total March 1, 2023</u></b>
Word Processing Operator	3	3	0	0

**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 \_\_\_\_\_ 2023

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023

APPROVED:

\_\_\_\_\_  
Mayor Craig B. Johnson  
Village of Elk Grove Village

ATTEST:

\_\_\_\_\_  
Loretta M. Murphy, Village Clerk

**VILLAGE OF ELK GROVE VILLAGE  
 AUTHORIZED POSITION LIST  
 FEBRUARY 28, 2023**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS		CHANGE	
	May 1, 2021		May 1, 2022		March 1, 2023	
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
<b>POLICE DEPARTMENT</b>						
Police Chief	1	0	1	0	1	0
Deputy Chief	2	0	2	0	2	0
Commander	4	0	4	0	4	0
Sergeant	13	0	14	0	13	0
Police Officer	70	0	70	0	70	0
Social Services Supervisor	1	0	1	0	1	0
Records Supervisor	1	0	1	0	1	0
Assistant to the Police Chief	1	0	1	0	1	0
Clerk/Receptionist	0	2	0	2	0	2
Word Processing Operator	0	5	0	4	0	0
Senior Clerk	2	0	1	0	1	0
Administrative Specialist	1	0	1	0	1	0
Crossing Guards	0	11	0	11	0	12
Public Service Officer	4	0	4	0	5	0
Police Records Technician	5	0	5	1	6	1
Management Analyst/Senior Management Analyst	1	0	1	0	1	0
Property Room Assistant/Court Liaison	0	2	0	2	0	2
Police Records Assistant	0	0	1	0	1	0
Social Worker	0	0	0	0	1	0
sub-total	106	20	107	20	109	17

**VILLAGE OF ELK GROVE VILLAGE  
 AUTHORIZED POSITION LIST  
 FEBRUARY 28, 2023**

<b>DEPARTMENT POSITION</b>	<b>AUTHORIZED STATUS</b>		<b>AUTHORIZED STATUS</b>		<b>CHANGE</b>	
	<b>May 1, 2021</b>		<b>November 15, 2022</b>		<b>March 1, 2023</b>	
	<b>FULL TIME</b>	<b>PART TIME</b>	<b>Full Time</b>	<b>PART TIME</b>	<b>Full Time</b>	<b>PART TIME</b>
<b>ORGANIZATION TOTAL</b>						
VILLAGE MAYOR	1	7	1	7	1	7
VILLAGE MANAGER	17	1	19	2	18	2
VILLAGE CLERK	2	0	2	0	2	0
FIRE DEPARTMENT	95	2	97	2	97	2
POLICE DEPARTMENT	109	20	106	20	109	17
COMMUNITY DEVELOPMENT	17	5	17	5	17	5
FINANCE	16	1	16	1	16	1
PUBLIC WORKS CORPORATE	36	25	36	24	36	24
PW WATER/SEWER	21	1	21	1	21	1
PW BUSINESS LEADERS FORUM	4	0	4	0	4	0
<b>TOTAL</b>	<b>318</b>	<b>62</b>	<b>319</b>	<b>62</b>	<b>321</b>	<b>59</b>



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE COUNTY OF COOK (MIDWAY COURT RIGHT-OF-WAY PARCEL)**

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**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:

**PURCHASE AND SALE AGREEMENT  
BETWEEN COUNTY OF COOK 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 \_\_\_\_\_ 2023**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**Loretta M. Murphy, Village Clerk**

## PURCHASE AND SALE AGREEMENT

This Intergovernmental Purchase and Sale Agreement (“Agreement”) is entered into by and between the **COUNTY OF COOK**, a body politic and corporate of the State of Illinois (“Seller”) and the **Village of Elk Grove Village**, an Illinois home rule municipal corporation (“Buyer”). The effective date (“Effective Date”) of this Agreement shall be the date this Agreement is executed by the Seller.

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

**1. Property.** Seller hereby agrees to convey to Buyer and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, the real property (“Property”) described in Exhibit A attached hereto and incorporated herein by reference, which is located at Old Higgins Road/Midway Court northwest of the Busse Road and Oakton Road intersection in Elk Grove Village.

**2. Purchase Price; Earnest Money.** The purchase price for the Property is Seven Hundred Sixty-Eight Thousand Five Hundred Dollars (\$768, 500.00) (“Purchase Price”) and shall be paid, subject to closing prorations and credits, to Seller at the Closing.

**3. Title Contingency.** Promptly after the Effective Date, Seller shall deliver or cause to be delivered to Buyer a current commitment (“Commitment”) for an ALTA owner’s title insurance policy covering the Property issued by Greater Illinois Insurance Company (the “Title Company”), with a liability limit in an amount equal to or greater than the Purchase Price together with copies of all recorded documents referred to in B therein (the “underlying title documents”) for the Property. Buyer shall have ten (10) days after receipt of the Commitment to deliver to Seller in writing any objection to a matter shown on the Commitment which materially affects the Property or Buyer’s use of the Property (“Title Objections”). If Buyer delivers notice of Title Objections to Seller within said ten (10) day period, Seller shall have five (5) business days after receipt of Buyer’s objection notice (“Title Cure Period”) to notify Buyer in writing what, if anything, Seller agrees to do to cure the Title Objections. Failure of Seller to respond within the Title Cure Period shall indicate that Seller elects not to cure the Title Objections. Seller shall have no obligation to cure any Title Objection or incur any expense with respect thereto. If Seller elects not to cure one or more of the Title Objections, as Buyer’s sole right, Buyer shall have five (5) business days after the end of the Title Cure Period to deliver notice to Seller terminating this Agreement, in which event the parties shall have no further obligations hereunder except those provisions that expressly survive. If Seller pursues a cure and is unable to cure a Title Objection by the Closing Date, then Buyer shall have the option, as its sole right, to either terminate this Agreement (in which event the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured Title Objections and waived any rights against Seller relating thereto. Buyer shall make its election under the immediately preceding sentence within five (5) business days after Seller notifies Buyer that it was unable to cure one or more Title Objections. The Title Commitment shall be conclusive evidence of good title as to all matters insured by the policy, subject to exceptions as therein stated.

Notwithstanding anything to the contrary herein, the following matters shall be deemed “Permitted Exceptions” and Buyer shall have no right to object to any of said matters on the Commitment or Survey:

(a) municipal and zoning ordinances and agreements entered under them, agreements with any municipality regarding the development of the Property, building and use restrictions and covenants, and State and/or Federal statutes and regulations;

- (b) recorded easements for the distribution of utility and municipal services;
- (c) property taxes and special assessments levied in the year of closing and subsequent years;
- (d) such other matters disclosed by the Survey, which are not objected to or approved by Buyer as described in this Section; and
- (e) such other matters as disclosed by the Commitment and waived or accepted by Buyer pursuant to this Section.

Buyer's obligation to purchase the Property is conditioned upon the Title Company being prepared to issue, at Closing, a current, standard ALTA owner's title insurance policy (or a marked-up and binding commitment therefor) in the amount of the Purchase Price of the Property insuring Buyer as the fee simple owner of the Property as of the date of recording the deed, subject to the Permitted Exceptions ("Title Policy").

**4. Inspection Contingency.** During the thirty (30) day period ("Inspection Period") immediately following the Effective Date, Buyer shall have the right, at its sole expense, to obtain an inspection ("Inspection") of the Property and/or a current Phase I environmental assessment of the Property. Seller agrees that Buyer, its agents, representatives and employees may enter upon the Property at any time to conduct its inspection(s). Buyer shall have until the end of the Inspection Period to terminate this Agreement by written notice to Seller resulting from Buyer's objection to any matter shown in an inspection report or Phase I environmental assessment, which materially affects the Property or Buyer's intended use of the Property. Buyer agrees to indemnify, defend and hold Seller harmless from and against all loss, liability, damage and costs which may be incurred by Seller caused by Buyer and its agents as a result of its entry on the Property.

**5. Damage to Property.** Loss or damage to the Property by fire, casualty or act of God shall be at the risk of the Seller until Buyer takes possession of the Property in accordance with terms of this Agreement. In the event such loss or damage occurs prior to the conveyance of title to the Buyer, Buyer may elect to accept conveyance of title to the Property, in which case there shall be an equitable adjustment of the Purchase Price.

**6. Closing.** The closing of this transaction ("Closing") shall take place on or before April 30, 2023 ("Closing Date") at the offices of the Title Company in Cook County, Illinois or at such other time and place as may be agreed upon by Buyer and Seller. At Closing, Buyer shall deliver to the Title Company funds in the amount of the Purchase Price, as adjusted by any prorations and closing costs provided for herein, and such affidavits, resolutions and other documents agreed between the parties required for a legal conveyance of the Property or otherwise required by the Title Company to issue the Title Policy.

At Closing, Seller shall deliver to the Title Company a quit claim deed in recordable form conveying Seller's interest in the Property to Buyer, subject only to the Permitted Exceptions, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of the Property or otherwise required by the Title Company to issue the Title Policy. All prorations required hereunder shall be computed as of the Closing Date and shall be final.

Buyer shall pay the cost of the title insurance premium for the Title Policy to be issued to Buyer and the cost of extended coverage. All escrow fees, recording fees and Title Company closing charges shall be shared equally between Seller and Buyer. All other closing costs, including without limitation, state, county and municipal transfer taxes shall be allocated as customary in the state and municipality in

which the Property is located. Buyer shall pay for the cost of all title endorsements of its or its lender's selection, if any.

**7. Possession.** Seller shall, at Seller's cost and expense, maintain or cause to be maintained the Property free from waste and neglect and in as good order and repair as of the date of this Agreement. Seller shall deliver the Property to Buyer at the time of Closing in the same condition the Property was in when last inspected by Buyer, except for ordinary wear and tear.

**8. Taxes.** The Property is currently exempt from real estate taxes. Buyer shall be responsible for all real estate taxes from and after Closing, if any. If necessary, Buyer is also responsible for obtaining a tax division for the Property.

**9. Notices.** All notices required or permitted to be given hereunder shall be in writing and delivered by certified mail, postage prepaid, or by overnight delivery service, or shall be personally served or sent via facsimile with confirmation of transmission, to Buyer and Seller at the following addresses:

SELLER: Cook County Real Estate Management Division  
69 West Washington Street, Suite 3000  
Chicago, Illinois 60602  
Attention: Director  
Email:

With a copy to: Kathleen J. McKee  
Assistant State's Attorney, Municipal Litigation Section  
Office of the Cook County State's Attorney  
500 Daley Center  
Chicago, IL 60602  
Fax: 312-603-3000  
Email: kathleen.mckee@cookcountyil.gov

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

With a copy to: Village of Elk Grove Village  
Attn: Village Clerk  
901 Wellington Avenue  
Elk Grove Village, IL 60007

Notices may be given on behalf of a party by their respective attorneys. All notices shall be deemed received either when actually received or three (3) days after posting (if mailed), one business day after deposit with the delivery service (if sent by overnight delivery), or when delivered if sent by facsimile or email transmission, upon transmission as evidenced by the confirmation slip generated by the sender's facsimile machine, or by electronic mail. Either party may change the above addresses by written notice to the other.

**10. Default.** Except if due to Buyer's default or a termination of this Agreement by Buyer or Seller pursuant to a right to do so under the provisions hereof, in the event that Seller shall fail to consummate this Agreement for any reason, Buyer may either (i) terminate this Agreement by giving written notice of termination to Seller and both Buyer and Seller will be relieved of any further

obligations or liabilities hereunder, except for those obligations which expressly survive any termination hereof; or (ii) Buyer may seek specific performance of this Agreement.

In the event that Buyer shall fail to consummate this Agreement for any reason, except Seller's default or the termination of this Agreement by Buyer or Seller pursuant to a right to do so under the provisions hereof, then Seller, as its sole and exclusive remedy under this Agreement, may either (i) terminate this Agreement by giving written notice of termination to Buyer and Title Company, or (ii) Seller may seek specific performance of this Agreement.

Notwithstanding the provisions above, if after termination of this Agreement or the Closing, as the case may be, a party ("Defaulting Party") breaches an obligation under this Agreement which is expressly stated to survive the termination of this Agreement or the Closing, as the case may be, the Defaulting Party shall be liable to the other party ("Non-Defaulting Party") for the actual damages incurred by the Non-Defaulting Party as a direct result of such breach. In no event shall the Non-Defaulting Party be entitled to recover from the Defaulting Party any punitive, consequential or speculative damages.

**11. Real Estate Commissions.** Seller hereby represents and warrants that it has not engaged the services of any outside real estate agent, broker or firm in connection with the Property or this real estate transaction. Buyer hereby represents and warrants that it has not engaged the services of any outside real estate agent, broker or firm in connection with the Property or this real estate transaction. Each party's rights and obligations under this Section shall survive the Closing or any termination of this Agreement.

**12. Entire Agreement.** This Agreement contains the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, regarding the transaction contemplated hereby. This Agreement may be amended only by a further written document signed by each of the parties.

**13. Assignment.** Neither party may assign this Agreement without the other party's prior written consent, which consent may be withheld or denied in such party's sole and absolute discretion.

**14. Successors and Assigns.** Subject to Section 15 above, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives.

**15. Captions.** The captions of the paragraphs in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

**16. Severability.** If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.

**17. Counterparts and Transmittal of Signatures.** This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. A signed copy of this Agreement transmitted by facsimile or email shall be treated as an original and shall be binding against the party whose signature appears on such copy.

**18. Applicable Law.** All questions with respect to the construction or interpretation of this Agreement shall be determined in accordance with the laws of the State of Illinois, without regard to conflict of law rules. Time is of the essence with respect to this Agreement.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

**SELLER:**

**COUNTY OF COOK,**  
a body politic and corporate of the State of Illinois

By: \_\_\_\_\_  
Toni Preckwinkle, President

**ATTEST:**

By: \_\_\_\_\_  
Karen A. Yarbrough, County Clerk

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant State's Attorney

**BUYER:**

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

By: \_\_\_\_\_  
Craig B. Johnson, Mayor

**ATTEST:**

\_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF THE PROPERTY

Legal Description:

PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH 00 DEGREES 44 MINUTES 27 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 435.74 FEET TO THE CENTERLINE OF HIGGINS ROAD (MIDWAY COURT), AS ORIGINALLY LAID OUT; THENCE NORTH 41 DEGREES 57 MINUTES 54 SECONDS WEST, ALONG SAID CENTERLINE, 431.46 FEET TO THE EASTERLY MOST CORNER OF THE OF THE LANDS DEDICATED TO COOK COUNTY, ILLINOIS FOR ROADWAY PURPOSES OF HIGGINS ROAD (MIDWAY COURT), PER PLAT OF DEDICATION FOR PUBLIC HIGHWAY, RECORDED JULY 13, 1923 AS DOCUMENT 8020342, FOR A POINT OF BEGINNING; THENCE SOUTH 48 DEGREES 02 MINUTES 06 SECONDS WEST, PERPENDICULAR TO SAID CENTERLINE, 33.00 FEET TO THE SOUTHERLY MOST CORNER OF SAID DEDICATED LANDS, SAID CORNER BEING ON THE NORTHERLY LINE OF LOT 1 IN PRIME DATA CENTERS CAMPUS EGV SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 2022 AS DOCUMENT 2223715013; THENCE NORTHWESTERLY, 667.87 FEET, ALONG THE SOUTHERLY LINE OF SAID DEDICATED LANDS AND NORTHEASTERLY LINE OF SAID LOT 1, BEING A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,009.61 FEET, A CHORD THAT BEARS NORTH 60 DEGREES 54 MINUTES 57 SECONDS WEST AND A CHORD OF 655.76 FEET TO THE WESTERLY MOST CORNER OF SAID DEDICATED LANDS; THENCE NORTH 10 DEGREES 08 MINUTES 00 SECONDS EAST, PERPENDICULAR TO SAID CENTERLINE, 33.00 FEET TO SAID CENTERLINE AND THE NORTHERLY MOST CORNER OF SAID DEDICATED LANDS; THENCE SOUTH 79 DEGREES 52 MINUTES 00 SECONDS EAST, ALONG SAID CENTERLINE AND THE NORTHERLY LINE OF SAID DEDICATED LANDS, 358.00 FEET TO A BEND POINT IN SAID CENTERLINE; THENCE SOUTH 41 DEGREES 57 MINUTES 54 SECONDS EAST, ALONG SAID CENTERLINE AND THE NORTHEASTERLY LINE OF SAID DEDICATED LANDS, 358.00 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: No PIN Assigned

Common Address: Right of way along Old Higgins Road/Midway Court located northwest of the Busse Road and Oakton Street intersection in Elk Grove Village, Illinois consisting of approximately 0.829 acres