



**ADDENDUM**  
**REGULAR VILLAGE BOARD MEETING**  
MARCH 14, 2023  
7:00 PM

**6. CONSENT AGENDA**

l. Consideration of the following:

- To cancel the purchase contract with German Bliss Equipment of Princeville, IL, for the purchase of one (1) Kubota MX600 4WD Utility Cab Tractor for the amount of \$63,587.43, as agreed to by German Bliss, due to a delay in production of this tractor; and
- To award a purchase contract to Casey Equipment of Arlington Heights, IL, for the purchase of one (1) Yanmar YT359C Tractor with Loader in the amount of \$62,050.00 from the General Fund.

(On September 13, 2022, the Village Board awarded a purchase contract to German Bliss Equipment of Princeville, IL, for the purchase of one (1) Kubota MX600 4WD Utility Cab Tractor in the amount of \$63,587.43.

(German Bliss Equipment has been unable to provide the tractor to the Village due to a delay in a critical part.

(German Bliss Equipment has agreed to cancel the awarded purchase contract, with no financial consideration, due to being unable to provide the tractor in a timely manner.

(Casey Equipment of Arlington Heights, IL, has one (1) Yanmar YT359C Tractor with Loader tractor available on their lot for the total amount of \$62,050.00

(Sufficient funds are available in the General Fund.

(The Director of Public Works recommends approval.)

m. Consideration of the following:

- To cancel the construction contract with Tower Works, Inc. of Maple Park, IL, for the construction of a communication monopole and site improvements at 2035 Tonne Road in the amount of \$634,096; and
- To award a construction contract to the next most responsible and responsible

bidder Another Level Tower Services Inc., of Kankakee, IL, for the construction of a communication monopole and site improvements at 2035 Tonne Road in the amount of \$659,001.65 from the Busse-Elmhurst Redevelopment Fund

(On February 14, 2023, the Village Board awarded a construction contract to Tower Works, Inc., of Maple Park, IL, for constructing a communications monopole and site improvements at 2035 Tonne Road for \$634,096.

(Tower Works has been unable to secure the required construction performance bond for the total amount of the project.

(Tower Works has agreed to rescind its bid and cancel the awarded construction contract, with no financial consideration, due to being unable to secure the required bond.

(The second lowest bid was received by Another Level Tower Services Inc., of Kankakee, IL, in the amount of \$659,001.65.

(Another Level Tower Service has agreed to honor the original bid and still meet the project completion date.

(Adequate funds are available in the Busse-Elmhurst Redevelopment Fund.

(The Director of Public Works recommends approval.)

- n. Consideration to adopt Resolution No. 9-23 authorizing the Mayor and Special Events Coordinator to execute a Farmers Market License Agreement between the Village of Elk Grove Village and Elk Grove Farmers Market, NFP.

(This Resolution sets forth the requirements for the Farmers Market to be held on the Village Green from June 3, 2023 through October 28, 2023.)

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.

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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A FARMERS MARKET LICENSE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND ELK GROVE FARMERS MARKET, NFP**

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:

**FARMERS MARKET LICENSE 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 \_\_\_\_\_ 2023

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

APPROVED:

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

ATTEST:

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

## FARMERS MARKET LICENSE AGREEMENT

This Agreement is made as of this \_\_\_\_ day of March, 2023 by and between the Village of Elk Grove Village, an Illinois Municipal Corporation (the “Village”), and Elk Grove Farmers Market, NFP (the “Licensee”).

A. The Village is the Owner of the premises as set forth on attached Exhibit “A” and hereinafter referred to as (“the premises”).

B. The Village has agreed to license the premises upon the terms and conditions provided herein.

C. This document constitutes a license and is not an easement or lease. Nothing in this License Agreement or the subsequent dealings between the Village and Licensee shall constitute or be interpreted as a grant of any property interest from the Village to the Licensee in the premises.

NOW, THEREFORE, in consideration of the foregoing recitals, this License is made upon the following express covenants and agreements, each of which is made a condition hereof:

1. License Premises – The Village hereby grants a revocable license to use the premises at the location depicted on the drawing attached hereto and incorporated herein as Exhibit “A”. The premises shall be used solely by the Licensee for purposes of operating a Farmers Market in strict conformance with the terms and conditions of this License Agreement.

2. Term – The term of this License Agreement shall commence on **June 3, 2023** and shall expire on **October 28, 2023** (hereinafter the “market season”).

3. Use of the License Premises – Licensee may use the licensed premises solely for setting up, maintaining, operating, and taking down a Farmers Market. Said Farmers Market will require a minimum of three bona fide food vendors selling agriculturally grown produce (fruits, vegetables, berries, meats, eggs, or cheeses) at the Farmers Market at every market event. The Licensee may set up and maintain the Farmers Market from the hours of 6:30 a.m. to 2:00 p.m. on Saturdays during the market season. Commercial sales by vendors at the Farmers Market may take place between the hours of 7:30 a.m. and 1:00 p.m.

4. Hold Harmless and Insurance – The Licensee shall carry insurance during the entire term hereof insuring Licensee, and insuring, as additional named insurance, the Village and its officers, appointees, agents, employees and affiliated entities as their interests may appear, with comprehensive public liability insurance, (including the broader extended liability endorsement) during the entire term hereof, with terms and companies satisfactory to the Village, with limits not less than \$1,000,000 combined single limit per occurrence for personal injury and property damage with a general aggregate of not less than \$2,000,000. The insurance shall cover all of the Licensee’s use of the premises as authorized by this agreement.

Licensee, to the greatest extent permitted under Illinois Law, shall defend, hold harmless and indemnify the Licensor, its officers, appointees, agents, employees and affiliated entities for any and all claims, actions, causes of action, demands, injuries, damages, costs including reasonable attorney’s fees resulting from the Licensee and its vendees operation of the Farmers Market and possession of the licensed premises only up to the maximum level of

insurance provided under the terms of the insurance policy for the benefit of the Licensee and the Village.

Licensee shall, prior to the commencement of the Agreement term, furnish to the Village certificates of evidence of such coverage, which certificate shall state that such insurance coverage may not be changed or cancelled without thirty (30) days written notice to the Village.

5. Market Manager – The Village will require an on-site “Market Manager”. The position of Market Manager shall be served by Connie Groat and she shall be in attendance at all times during set up, operation, and take down of the Farmers Market. If the Market Manager appoints a designee to manage the Farmers Market, said Market Manager will notify the Village in writing of the identity of that person in charge 48 hours prior to the start of that week’s Farmers Market.

6. Licensee Representation – Connie Groat shall also serve as Licensee Representative and shall represent the Elk Grove Farmers Market, NFP in all dealings with the Village related to this license agreement, its requirements and obligations.

7. Electricity/Shelter – Electrical power will be available in the designated market area as depicted on the attached Exhibit “A”; however, the Village will not supply extension cords for the use of said electrical power. The Village will not be responsible for providing tents or shelter to the Market Vendors or the Market Manager.

8. Trash Removal – The Licensee shall provide refuse containers for the deposit of trash and shall exercise all reasonable efforts with its vendors and customers to clear refuse and debris from the premises and have it deposited in the refuse containers. Licensee shall arrange for removal of the refuse, debris and other trash from the refuse containers at the expense of Licensee.

9. Parking – The Village shall have no obligation to secure private parking for the Licensee, Market Vendors or Market Customers.

10. Signage and Marketing – The Village agrees to allow directional and informational event signage to be displayed around the market grounds, with the exception of parkways, only on the Saturdays of the market and said signs shall be removed by the close of each market event. All promotional and marketing material will require advance review and approval by the Village.

11. Alterations and Additions – The Licensee shall make no alteration, addition, improvement or change in or to the Village premises except the installation of temporary tents and other structures. No gaskets for tents shall be installed on paved surfaces, nor shall any permanent or temporary markings be left on said paved surfaces. Any and all special events to be conducted in addition to the Farmers Market will require **advance notification** and approval by the Village.

12. Payment – The Village will sponsor up to \$2,000 of event programming. Licensee Representative shall submit receipts to the Village for reimbursement for the expenses on a weekly basis. The Licensee Representative will be able to pick up the payment the following week. The Village shall maintain discretion to refuse reimbursement for receipts not submitted within this one week time frame.

13. Compliance with Laws and Ordinances – The Licensee shall comply with all laws, ordinances and requirements of the State and Village. Market Vendors will need to comply with all food safety laws.

14. Waiver Risk of Laws – To the greatest extent permitted under Illinois law, neither the Village nor any of its officers, appointees, agents, employees, member’s affiliated entities shall be liable for any accident, injury or death, loss or damage resulting in any person or properties sustained by the Licensee

or the Licensee's agents, employees/invitees, or anyone claiming by or through the Licensee or any vendor or customer on the licensed premises without limitation, for the criminal acts of third parties. The Village shall have no obligation to provide security services, traffic direction, or other Police services beyond the typical police service provided to every resident and business in the Village. All property of the Licensee or Licensee agents, employees and/or invitees, anyone claiming by or through the Licensee or any user of the licensed premises shall be at the risk of the Licensee or such other person, and the Village shall not be liable for any damages thereto, including without limitation theft or vandalism of any vehicle or property at the licensed premises unless the property damages are the result of the sole negligence of the Village and not subject to an existing privilege or immunity. Nothing in this License Agreement shall be interpreted to waive any immunities or privileges provided to the Village as an Illinois Municipal Corporation under Illinois law, such privileges and immunities being specifically reserved by the Licensor in all circumstances.

15. Proceeds and Costs – The Licensee will make monetary donations of all proceeds of the Farmers Market to an Elk Grove Food Pantry as determined by the Village. The Licensee will be responsible for all costs associated with the operation and management of the Farmers Market, including record keeping costs, record storage costs, and taxes. If the Village requests a full accounting of the Farmers Market, Licensee will be required to provide said information within a reasonable time frame.

VILLAGE OF ELK GROVE VILLAGE ELK GROVE FARMERS MARKET, NFP

By: \_\_\_\_\_ By: \_\_\_\_\_  
Mayor Craig B. Johnson Connie Groat, Licensee

ATTEST:

\_\_\_\_\_  
Laura Sue Jensen, Special Events Coordinator

EXHIBIT "A"

