



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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR DAN FOLWACZNY, OUR LADY OF THE BLESSED SACRAMENT CATHOLIC CHURCH)

3. APPROVAL OF MINUTES OF MARCH 14, 2023

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: MARCH 28, 2023 \$ 505,968.67

6. CONSENT AGENDA

- a. Consideration of a request from the Elk Grove Park District, located at 499 Biesterfield Road, to waive permit fees in the amount of \$8,625 for repairing and replacing all electrical components extensively damaged due to the flooding in the basement of the Administration building.

(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 of a request to hold a Public Hearing before the Plan Commission to consider a text amendment to Elk Grove Zoning Ordinance Section 7B-5-2 Use Regulations for the B-5 Town Center Shopping District.

(The Village is seeking to amend the Use Regulations for the B-5 Town Center Shopping District by removing automobile-related retail and service facilities, and drive-through facilities from the list of Conditional Uses and adding drive-through facilities to the list of Special Uses.

(This change will ensure that both the Plan Commission and the public can provide input

on the potential impacts of a drive-through facility, mirroring the process in the Village's B-1 and B02 Zoning Districts.
(The Public Hearing will be scheduled for April 17, 2023.)

c. Consideration of the following:

- To hold a Public Hearing before the Plan Commission to consider a Petition for a Special Use Permit to modify a Planned Development by altering the existing site plan and to expand the public park at 711 Chelmsford Lane; and
- To waive the filing fee for the Elk Grove Park District in the amount of \$150.

(The Elk Grove Park District is petitioning the Village for a Special Use Permit to modify a Planned Development by altering the existing site plan and to expand the public park at 711 Chelmsford Lane.

(The public hearing will be held on April 17, 2023.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.)

d. Consideration to grant special permission authorizing an outdoor seating area, entertainment area, and accessory building for At Work Sports Bar and Grill, located at 1190 E. Higgins Road, in conjunction with the exterior site and seating plan approved by the Community Development Department.

(At Work Sports Bar and Grill submitted a request to the Village seeking approval for a seasonal outdoor dining and entertainment area including a modular bar.

(The Village has authorized similar requests for food establishments provided that there are no detrimental effects on the area.

(At Work Sports Bar and Grill has agreed to maintain the area with respect to noise, cleanliness, and trash.

(The Director of Community Development recommends approval.)

e. Consideration to approve the third quarter financial report ending January 31, 2023.

(As part of the financial software system, staff has created quarterly financial reports comparing year to date numbers to the prior year.

(The Director of Finance recommends approval.)

f. Consideration to award a professional services contract to Entertainment Management Group of Elk Grove Village, IL to manage and operate a concert as part of the Village's Elk Grove Cares 5 year anniversary; "Celebration of Community" event in an amount not to exceed \$33,500.

(The Village will hold a concert as part of its Elk Grove Cares 5th Anniversary "Celebration of Community" Event.

(Entertainment Management Group has managed and operated the Village's annual Mid-Summer Classics Concert Series for over ten years, and the Holiday Tree Lighting Concert since 2016.

(The event will take place on Sunday, June 4.)

g. Consideration to renew a professional service contract to Clean Harbors Environmental Services, Inc. of Dolton, IL for staffing, transportation and safe disposal services for latex and oil-based paint at the Village's 2023 Paint and Motor Oil Collection event for an

amount not to exceed \$45,000 from the General Fund.

(On May 11, 2021, the Village Board awarded a contract with Clean Harbors Environmental Services, Inc. for staffing, transportation, and safe disposal services for latex and oil-based paint at the Village's annual Paint and Motor Oil Collection event.

(The contract provided for an option of four (4) additional renewals to provide services for this annual event through 2025.

(Clean Harbors Environmental Services, Inc. performed satisfactorily at the Village's 2022 Paint and Motor Oil Collection event.

(There is no increase in rates from the previous year.

(The total contract cost will depend upon the volume of materials and has been estimated based on previous collection events.

(The Village's 2023 Paint and Motor Oil Collection event will take place on Saturday, May 6, 2023.

(The Special Events Coordinator recommends approval.)

- h. Consideration to award a professional service contract to Red Caffeine, Inc. of Lombard, IL to continue implementation of the Beyond Business Friendly marketing campaign with a total contract amount not to exceed \$59,550 through the Business Leaders Fund.

(Red Caffeine was awarded the contract to develop the Beyond Business Friendly marketing campaign beginning in 2013. The goal of the campaign is to create awareness around the Village's brand image, Beyond Business Friendly.

(The campaign targets various audiences including, current businesses located in Elk Grove, businesses looking to relocate to the Village, and real estate professionals working in the region.

(This proposal provides for a maintenance-level continuation of the Beyond Business Friendly marketing plan for six months, from May 1, 2023 to November 1, 2023, under the direction of Red Caffeine at a cost not to exceed \$59,550.

(This contract will allow the Village to maintain existing economic development assets and continue regular outreach while we recruit a new Director of Business Development and Marketing.

(The Deputy Village Manager recommends approval.)

- i. Consideration to award a professional services contract to Advanced Automation and Control, Inc. of McHenry, IL to design and furnish replacement supervisory control and data acquisition (SCADA) software, computers, and alarm system for both the Busse Dam and the Village water system in the amount of \$50,900 from the Water & Sewer Fund.

(The Village's SCADA software, computers, and alarm systems for both the Busse Dam and the Village Water System have reached the end of their useful lives and require replacement.

(These hardware and software systems would replace existing SCADA systems for the Busse Dam and Village Water system. The components within the existing computers are recommended to be replaced every five to ten years. These computers are near the end of their operational life and are becoming unreliable.

(Advanced Automation and Controls, Inc. is the Village's SCADA consultant and has successfully completed similar work on the Village's water and sewer infrastructure in the

past.

(Adequate funds are available in the Water & Sewer Fund.
(The Director of Public Works recommends approval.)

- j. Consideration to award a professional services design contract to Engineering Enterprises, Inc. of Sugar Grove, IL in the amount of \$152,474 for design engineering services for the proposed pedestrian bridge across Arlington Heights Road from the Arlington-Higgins Redevelopment Fund.

(A proposal for professional design services was solicited from Engineering Enterprises, Inc. of Sugar Grove, IL for conceptual design and alternatives for a new pedestrian bridge across Arlington Heights Road approximately 700 feet south of Higgins Road.

(Engineering Enterprises, Inc. has successfully assisted the Village with other engineering design plans.

(Adequate funds are budgeted for fiscal year 2024 within the Arlington-Higgins Redevelopment Fund.

(The Director of Public Works recommends approval.)

- k. Consideration of the following:

- To award a professional services contract to HR Green of McHenry, IL for engineering/bidding services, construction observation and project management services related to the demolition and restoration of property located at 111 E. Higgins Road in an amount not to exceed \$84,588 from the Arlington-Higgins TIF Fund; and
- To award a professional services contract to HR Green of McHenry, IL for engineering/bidding services, construction observation and project management services related to the demolition and restoration of property located at 1 S. Arlington Heights Road in an amount not to exceed \$69,672 from the Arlington-Higgins TIF Fund.

(HR Green, Inc. submitted a proposal to provide the necessary engineering/bidding, construction observation and project management services for the demolition and site restoration for properties located 1 S. Arlington Heights Road and 111 E. Higgins Road.

(HR Green, Inc. has successfully provided consulting services to the Village for the construction management of the two new fire stations, two Public Works facilities, the Beisner Road R.O.W. Storm Sewer Replacement, Higgins Road watermain extension, as well as several other projects.

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

(The Village Manager recommends approval.)

- l. Consideration to award a construction service contract to the lowest responsive and responsible bidder, Bolder Contractors, Inc. of Cary, IL, for the Pratt Boulevard Forcemain Improvement project in the amount of \$286,400 from the Busse-Elmhurst Redevelopment Fund.

(On Tuesday, March 14, the Village opened sealed bids for the Pratt Boulevard Forcemain Improvement project. A total of six (6) contractors obtained contract

documents, with three (3) submitting bids on the project.

(The lowest responsive and responsible bid was received from Bolder Contractors, Inc. of, 316 Cary, IL, in the amount of \$286,400.

(The project includes the replacement of 380 feet of sanitary forcemain, bypass pumping, concrete and parkway restoration, and abandonment of the old forcemain.

(The Director of Public Works recommends approval.)

- m. Consideration to adopt Resolution No. 10-23 authorizing Village Officials to sign a work permit from the Illinois Department of Transportation of the State of Illinois on behalf of the Village of Elk Grove Village.

(The State of Illinois requires that any person, firm or corporation desiring to do work on State maintained rights-of-way must first obtain a written permit from the Illinois Department of Transportation and a surety bond is required with each permit.

(The State will accept a resolution in lieu of a surety bond from municipalities.

(This resolution should be enacted for a period of two years.

(The Village is still required to obtain permits for the emergency work and repairs we perform and to restore the right-of-way to State specifications.

(The Director of Public Works recommends approval.)

- n. Consideration to adopt Resolution No. 11-23 approving the Plat of Resubdivision identified as 2380-2400 American Lane Plat of Resubdivision.

(This Resubdivision would consolidate two (2) existing lots at 2380 American Lane and 2400 American Lane into one (1) lot for the purpose of operating a truck and trailer repair facility.

(Village staff recommends approval.)

- o. Consideration to adopt Resolution No. 12-23 authorizing the Mayor and Village Clerk to execute a purchase and sale agreement between the Village of Elk Grove and 1800 Oakton EG, LLC (1800 Oakton Street).

(This property is being purchased with the intent of future redevelopment within the Busse-Elmhurst TIF District.

(There are no plans for redevelopment at this time.

(The Purchase and Sale Agreement will be available at the Village Board Meeting.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. Consideration of a petition submitted by the Village of Elk Grove to consider text amendments to the Elk Grove Village Zoning Ordinance as it pertains to Self-Storage Facilities. (PH 03-20-2023)
- b. Consideration of a petition submitted by Riverpoint Property Trust, LLC for Rezoning from I-2 to I-1 for property located at 751 Pratt Boulevard. (A Public Hearing date is yet to be established.)

9. ZONING BOARD OF APPEALS - Village Manager Roan

10. RECYCLING & WASTE COMMITTEE - Trustee Franke

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.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING VILLAGE OFFICIALS TO SIGN A WORK PERMIT FROM THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS ON BEHALF OF THE VILLAGE OF ELK GROVE VILLAGE

WHEREAS, the Village of Elk Grove Village, hereinafter referred to as MUNICIPALITY, located in the Counties of Cook and DuPage, State of Illinois, desires to undertake, in the years 2023 and 2024, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereafter referred to as DEPARTMENT; and

WHEREAS, an individual working permit must be obtained from the DEPARTMENT prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

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

Section 1: That the MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the DEPARTMENT, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provision of said permit.

Section 2: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

Section 3: 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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF SUBDIVISION IDENTIFIED AS 2380-2400 AMERICAN LANE PLAT OF RESUBDIVISION

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 approval is hereby given the Plat of Subdivision identified as 2380-2400 American Lane Plat of Resubdivision of Lots 1 and 2 in Bert Rapp’s Resubdivision in Devon O’Hare Industrial Park, Unit No. 2, being a Resubdivision of Lot 20 in Bert Rapp’s Subdivision in Devon O’Hare Industrial Park, Unit No. 2, and part of the Northeast Quarter of Section 2, Township 40 North, Range 11, East of the Third Principal Meridian, according to the Plat of said Bert Rapp’s Resubdivision recorded July 17, 1973, as Document No. R73-43848, in DuPage County, Illinois, a copy of which is attached hereto and made a part hereof as if fully set forth.

Section 2: That the Mayor and Village Clerk are hereby authorized to sign said Plat for and in the name of the Village and attach thereto the corporate seal.

Section 3: That the Village Clerk is hereby directed to record a copy of said Plat with the Recorder of Deeds of Cook County, Illinois.

Section 4: 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

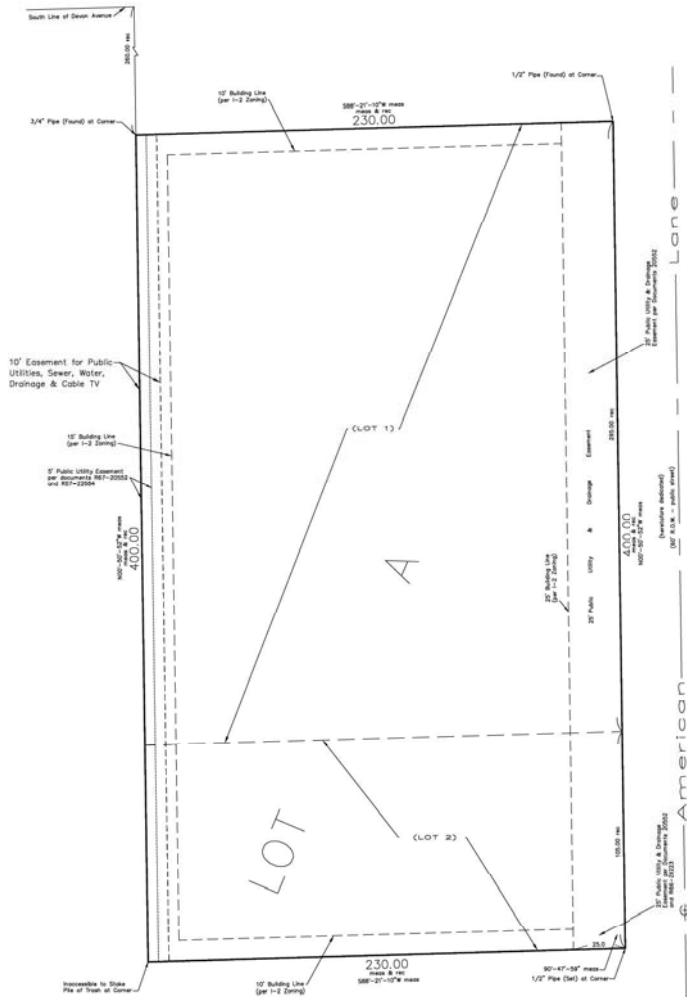
ATTEST:

Loretta M. Murphy, Village Clerk



2380-2400 American Lane Plat of Resubdivision of

Lot 1 and 2 in Bert Rapp's Resubdivision in Devon (O'Hare Industrial Park, Unit No. 2, being a Resubdivision of Lot 20 in Bert Rapp's Subdivision in Devon (O'Hare Industrial Park, Unit No. 2, and part of the Northeast Quarter of Section 2, Township 40 North, Range 11, East of the Third Principal Meridian, according to the Plat of said Bert Rapp's Resubdivision recorded July 17, 1973, as Document No. 173-43848, in DuPage County, Illinois.
Address: 2380-2400 American Lane, Elk Grove Village



OWNER'S CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF COOK }
I, _____, as owner of the property described herein, do hereby certify that I have caused the said property to be surveyed and subdivided for the purposes herein set forth and also consent to the recording of this plat.

Dated _____
Manager (Signature)

NOTARY CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF COOK }
I, _____, a notary public in and for Cook County, Illinois, do hereby certify that personally known to me to be the same person(s) whose name(s) is/are subscribed for the foregoing instrument as such name(s) appeared before me this day in person and acknowledged that he/she (they) signed this plat as his/hers (their) own free and voluntary act for uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20____.

NOTARY PUBLIC
SCHOOL DISTRICTS
Elementary School District No. 2
High School District No. 100
Junior College (DuPage) District No. 502



SURVEYOR CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF COOK }
I, Mitchell P. Salek, do hereby certify that I have surveyed and completed the above described property's dimensions as shown in feet and decimal parts thereon, and are connected to a temperature of plus 62 degrees Fahrenheit. I further certify that the compilation and hence shown is identical with the corporate books of the village which has been adopted a village plan and which is recording the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code, Statutes and Executive Order, and further certify that the parcel included in the record plat is not located in the Special Flood Hazard Area of Cook County, Illinois per Federal Emergency Flood Insurance Rate Map, Map Panel Number 1704X0207 A, effective date of August 1, 2014.

Given under my hand and seal of Westchester, Illinois, this _____ day of _____, A.D. 20____.

Mitchell P. Salek
MITCHELL P. SALEK ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003250

SURVEYOR'S AUTHORIZATION FOR RECORDING
STATE OF ILLINOIS }
COUNTY OF DUPage }
I, Mitchell P. Salek, do hereby authorize the recording of this plat, and that the accompanying plat complies with the approved plat, and is in conformity with the regulatory requirements and intent of the Village of Elk Grove Village Subdivision Ordinance.
Given under my hand and seal of Westchester, Illinois, this _____ day of _____, A.D. 20____.

Mitchell P. Salek
MITCHELL P. SALEK ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003250

VILLAGE BOARD CERTIFICATE
STATE OF ILLINOIS }
COUNTIES OF COOK & DuPage }
Approved and accepted by the Mayor and Board of Trustees of the Village of Elk Grove Village, Illinois, this _____ day of _____, A.D. _____.

BY: _____ Mayor ATTEST: _____ Village Clerk

COUNTY CLERK CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF DuPage }
I do not find any delinquent general taxes unpaid current general, taxes delinquent special assessments or unpaid current special assessments against the tract of land in the above plat.

BY: _____ COUNTY CLERK DATED: _____

Drainage Provision
Subdivider and Developer shall be responsible for installing, or causing to be installed, all drainage improvements required by the Village, including the subdivision that relate to development of the subdivision. The design of all surface water drainage will be the responsibility of the Subdivider and Developer. The Subdivider and Developer shall be responsible for providing all drainage facilities required within the boundaries of the subdivision. Subdivider and Developer shall be solely responsible for providing all drainage facilities required within the boundaries of the subdivision in accordance with the Subdivider's and Developer's Development Plan, that and any applicable drainage plans approved by the Village. Subdivider and Developer acknowledge that they will have to provide for drainage easements as required by the Village.

Easement Provisions
An easement is hereby reserved for and granted to Commonwealth Edison Company, AmeriTech Company and cable television companies, if any, their respective successors and assigns, its, upon, along, and under those parts of the lots herein indicated by broken lines on this plat and marked "Easement for Underground Public Utilities, Sewer, Water, Drainage, and Cable TV" or marked "Easement for Public Utilities, Sewer, Water, Drainage, and Cable TV" and its, upon, along, and under the Streets, roads, boulevards, lanes, drives, and public places shown on this plat where necessary to install, construct, lay, maintain, operate, relocate, renew and remove equipment consisting of poles, pole structures, mast poles, towers, and other overhead conductors, cables, cable pipes, and other necessary electrical facilities for the purpose of serving the subdivision and residents and owners of property therein, and adjoining property with electric and telephone service, together with the right of ingress and egress thereof and to transmit and distribute by means of said electrical equipment, electricity to be used for heat, light, power, telephone and other purposes, and also to lay and remove from time to time such lines, facilities, and appurtenances as may be reasonably required incident to the installation and maintenance of such facilities. No permanent building shall be erected on said easement but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with said easement for public utility purposes. This easement is also hereby reserved for and granted to the Village of Elk Grove Village, to install, lay, construct, renew, operate and maintain sewer and waterlines.

Easement Provisions
An easement is hereby reserved for and granted to the

NCCO's Gas Company
Its successors and assigns, in all streets, road, boulevards, lanes, drives, and Public places shown on this plat and its, upon, along, under those parts of the lots herein indicated by broken lines on this plat and marked "Easement for Underground Public Utilities, Sewer, Water, Drainage, and Cable TV" or marked "Easement for Public Utilities, Sewer, Water, Drainage, and Cable TV". Said easement to be for the installation, maintenance, relocation and removal of gas facilities.

This Plat submitted for Recording by:
Elk Grove Village
Clerk's Office
301 Westington Avenue
Elk Grove Village, IL 60067

Please send future tax bills to:
2420 American Lane, LLC
2420 American Lane
Elk Grove Village, IL 60067

PREPARED BY:
Kabat Surveying Company
1800 West Belmont Road
Westmont, IL 60181
TEL: 708-962-2932
FAX: 708-962-7314
EMAIL: KabatSurveying@comcast.net
WEBSITE: KabatSurveyingCompany.com
Project Number: 22164

LEASING
Kabat Surveying, S = South
N = North, E = East
W = West, NE = Northeast, SE = Southeast, SW = Southwest, NW = Northwest

NOTES:
PIN 03-02-201-026-0000 (Lot 1)
PIN 03-02-201-027-0000 (Lot 2)
E-MAIL: 630-782-2107
AREA OF PARCEL A IS 91,991 SQUARE FEET

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 1800 E. OAKTON STREET

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 THE VILLAGE OF ELK GROVE VILLAGE
AND 1800 E. OAKTON STREET**

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

1. **THE VILLAGE OF ELK GROVE VILLAGE**, an Illinois Municipal Corporation, having its principal office located at 901 Wellington Avenue, Elk Grove Village, Illinois, 60007, (the "Purchaser"), agrees to purchase at a price of Nine Hundred Thousand and No/100 Dollars (\$900,000.00), the Purchase Price on the terms set forth herein, the following described real estate, in Cook County, Illinois (the "Property"):

See Legal Description Rider Attached Hereto As Exhibit 'A'

(approximately 0.9 acres or 40,428 square feet)

PIN: 08-23-300-041-0000

Address: 1800 E. Oakton Street, Elk Grove Village, Illinois 60007

2. **1800 OAKTON EG, LLC**, an Illinois Limited Liability Company, having its principal located at 2400 W. Devon Avenue, Chicago, Illinois 60659 (the "Seller"), agrees to sell the real estate and the building/improvements thereon described above, (the "Property"), at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee of title thereto by a recordable Special Warranty Deed, subject only to: (a) covenants, restrictions, building lines, private, public and utility easements, and roads and highways, if any; (b) special taxes or assessments for improvements not yet completed; (c) any unconfirmed special tax or assessment; (d) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; and (e) general taxes for the year 2022 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 2022.

3. Purchaser will deposit \$25,000.00 with Greater Illinois Title Insurance Company, ("Escrowee"), as Earnest Money within two (2) business days after the Parties' full execution of this Agreement, to be applied toward the Purchase Price. Purchaser also agrees to deposit an additional \$75,000.00 as Earnest Money upon the satisfactory completion of the Due Diligence Period, which period shall extend through April 11, 2023, unless otherwise mutually extended by the Parties. Purchaser agrees to pay or satisfy the balance of the Purchase Price in cash, plus or minus prorations, at the time of Closing. Said Earnest Money shall be deposited in a Strict Joint Order Escrow with Greater Illinois Title Insurance Company for the mutual benefit of the Parties. Any cost of the Strict Joint Order Escrow shall be divided equally between the Parties.

4. Closing shall be on April 28, 2023, ("Closing Date"), subsequent to the satisfactory completion of the Due Diligence Period, or at such other date as mutually agreed by the Parties in writing, at the Arlington Heights Office of Greater Illinois Title Insurance Company, provided title is shown to be good, and provided the contingencies set forth in this Agreement have been satisfied or resolved as herein set forth. As stated, Purchaser shall have a Due Diligence Period which shall terminate not later than April 11, 2023 to determine the suitability of the Property and complete all tests, studies, inspections and investigations of the Property. Purchaser shall have the sole right at any time before the expiration of the Due Diligence Period to cancel this Agreement and receive a full refund of all of its Earnest Money deposited with the Escrowee.

Such notice of cancellation must be in writing and delivered pursuant to the notice provisions of this Agreement. If the Purchaser has not canceled this Agreement by April 11, 2023, or the Due Diligence Period has not been mutually extended by the Parties, then the Earnest Money shall become non-refundable.

5. Purchaser agrees to purchase the subject Property in its present "as is condition" and acknowledges that Seller has not made any representations or warranties as to the building(s) or any contents located on the Property, subject to the Purchaser's inspection of the Property and any buildings located on the Property. Seller shall not be required to pay or contribute toward any expense for cost of repair to the Property or any building located on the Property unless otherwise agreed as a part of the Purchaser's Due Diligence Period contingency. Seller shall deliver exclusive and complete possession of the entire Property, including all building(s) and exterior parking areas and parking lots, to the Purchaser at closing, except as otherwise mutually agreed to by the Parties' in writing subsequent to the Parties' full execution of this Agreement.

6. Seller agrees to furnish Purchaser with any existing ALTA survey or otherwise for the Property within five (5) business days of the Parties full execution of this Agreement.

7. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's attorney, at Seller's expense and not less than fourteen (14) subsequent to the Parties full execution of this Agreement, a current ALTA survey dated after the date of this Agreement, and a title commitment for an owner's extended title insurance policy issued by Greater Illinois Title Insurance Company in the amount of the Purchase Price, covering title to the Property, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy; (b) the title exceptions set forth above; and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of Closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the ALTA survey, if any, as to which the title insurer commits to extend insurance.

8. If the title commitment or survey discloses either unpermitted exceptions or survey matters (herein referred to as "exceptions"), Seller shall have ten (10) business days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects, or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of Closing shall be five (5) business days after delivery of the commitment. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Seller within five (5) business days after the expiration of the ten (10) day period, to take title as it then is and may

propose a deduction from the Purchase Price, liens or encumbrances of a definite or ascertainable amount. Seller shall have three (3) business days to agree to said deduction. If Seller does not agree to said deduction, Purchaser may elect to terminate this Agreement, without further actions of the Parties.

9. Rents, utility charges, premiums under assignable insurance policies, general real estate taxes, and other similar items, ("costs"), shall be prorated at Closing as of the Closing Date. Real Estate tax credits for unpaid 2022 and 2023 real estate taxes, at Closing, shall be prorated at 120% of the last ascertainable full year's real estate tax bill, regardless of any change in real estate tax assessment. Seller shall be responsible for said Costs through the date of Closing, and Seller shall cooperate and furnish any documentation necessary to comply with all state, county and local laws therewith. All prorations are final unless otherwise provided herein.

10. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement. Seller shall be required to provide fire insurance coverage for any structures located on the Property pending Closing as set forth herein, and the risk of loss due to fire, other casualty, or condemnation remains with Seller. If, prior to Closing, any such loss occurs or any condemnation action is filed, then Purchaser may terminate this Agreement, in which case neither Purchaser nor Seller shall have any further liability hereunder, unless Seller's acts or omissions related to such loss or action violate its obligations under this Agreement, including the representations and warranties or the covenants and agreements set forth in this Agreement, in which case Purchaser may pursue any such remedy at law or equity.

11. Upon mutual agreement by the Purchaser and Seller, this sale may be closed through an escrow with Greater Illinois Title Insurance Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Greater Illinois Title Insurance Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of Purchase Price and delivery of deed shall be made through the escrow and this Agreement and the earnest money shall be deposited in the escrow. The cost of the New York Style Escrow and extended coverage endorsement shall be divided equally between Seller and Purchaser. All other title endorsements and escrow charges are to be paid equally between Seller and Purchaser.. The Owner Title Policy Premium, and invoiced title charges shall be paid by the Seller, with the exception of the cost of recording the Special Warranty Deed which shall be paid by the Purchaser.

12. Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at Closing the Exemption Certification set forth in said Section.

13. In addition to the Due Diligence Period contingency, Purchaser shall have reasonable access to the subject Property, for purposes of soil testing, surveying, engineering, examination and planning, from and after the execution of this Agreement in order to conduct a Phase I Environmental Site Assessment ("Phase I") which shall be paid for equally by the Parties. Such Phase I shall be conducted and concluded by April 11, 2023. If the Phase I reveals

environmental concerns that necessitate a Phase II assessment, Purchaser shall share such concerns with Seller. With the expressed consent of the Seller, the Purchaser may order and pay for said Phase II, or the Purchaser may then give notice of cancelation terminating this Agreement with a full refund of all Earnest Money previously deposited into the Strict Joint Order Escrow. If Purchaser proceeds with the Phase II assessment, Purchaser shall have until April 25, 2023, to complete said Phase II assessment. If the Phase II indicates no environmental concerns, this contingency shall be satisfied. If the Phase II raises additional concerns either Party may terminate this Agreement. With respect to any and all assessments/inspections, Purchaser shall save and hold harmless Seller from any costs or liabilities resulting from such access, and Purchaser shall restore the subject Property to its original condition after each such inspection. If Purchaser determines, in its sole discretion, that, as a result of any environmental inspection of the subject Property, the subject Property is not satisfactory for the uses contemplated by Purchaser, Purchaser may notify Seller, in writing, and terminate the Agreement. Purchaser acknowledges that time is of the essence and will diligently pursue the completion of the inspection process and will notify Seller in a timely manner if it elects to terminate this Agreement.

The Purchaser shall provide the Seller with reasonable prior notice of any inspection or testing to be performed on or at the Property. The notice shall identify the party and purpose for the inspection(s). All contractors acting on behalf of the Purchaser shall carry public liability insurance which will name the Seller as an additional insured, as well as Workers Compensation Insurance.

14. Seller does hereby represent to Purchaser as follows:

A. There are no leases, occupancy agreements, management agreements, or maintenance agreements relating to the subject Property and Seller agrees not to enter into any such agreements relating to the subject Property without the written consent of Purchaser.

B. To the best of Seller's actual knowledge, there are no proceedings presenting, pending or threatened for the taking by exercise of the power of eminent domain or, in any other manner, for a public or quasi-public purpose, of all or any part of the subject Property except as disclosed in this Agreement.

C. Except as disclosed in this Agreement, to the best of Seller's actual knowledge, there is no pending or threatened litigation or administrative proceeding involving in any manner the subject Property.

D. To the best of Seller's knowledge, there are no substances upon the subject Property nor are there activities engaged in the subject Property which constitute a violation of any environmental law. In addition, to the best of Seller's knowledge, no toxic materials, hazardous wastes, hazardous substances, pollutants or contaminants have been generated, released, stored or deposited over, beneath or on the subject property from any source whatsoever, nor has any part of the subject property been used for or as a land fill, the result of which could impose any liability under applicable federal or state laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and

Liability Act of 1980 (42 U.S.C. '9601 *et seq.*) and the Resource Conservation and Recovery Act (42 U.S.C. '6903 *et seq.*), and Seller warrants and represents that it has not received any notice nor is it otherwise aware of any actual threatened claims, actions, proceedings, suits or demands by the EPA or any third Party relating to environmental matters at, on or arising out of the subject property.

Further, and to the best of Seller's knowledge: (a) any use of the Property for the generation, storage or disposal of any (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42, U.S.C. 9601, *et seq.*, the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C.6901), or in any other Applicable Law governing environmental matters ("Environmental Laws") (collectively, "Hazardous Materials") has been in compliance with all Environmental Laws, (b) there are not any Hazardous Materials present on the Property, (c) the Property is currently in compliance with all Environmental Laws; and (d) there are currently no Storage Tanks on the Property and any Storage Tanks formerly located on the Property were removed in compliance with all Environmental Laws; and,

Seller has received no written notice of: (a) any pending or threatened action or proceeding arising out of the presence of Hazardous Materials on or at the Property, or (b) any alleged violation of any environmental laws.

E. To the best of Seller's knowledge, there are no uncured violations of any law, ordinance, order, regulation, rule or requirement of any governmental authority affecting the subject Property.

F. Seller is vested with all necessary legal authority to enter into this Agreement; has full power, authority and legal right, and will have obtained all approvals and consents required to execute this Agreement and to carry out all of Seller's obligations under this Agreement; and this Agreement will constitute the valid and binding obligation of Seller in accordance with its terms.

G. No notices or requests have been received by Seller from any governmental agency or other utility with respect to the subject Property with which Seller has failed or refused to comply. Any such notices or requests received prior to Closing shall be complied with by Seller at its expense. If Seller does not elect to so comply, Purchaser may cancel the Agreement, or Purchaser may elect to take title subject to such matters.

H. To the best of Seller's knowledge, there are no claims, demands, liabilities, actions, special assessments or other governmental assessments or charges pending or threatened against Seller or the subject Property (including, without limitation, pending or threatened condemnation proceedings by any public or governmental agency or authority other than that disclosed in this Agreement) which:

- (1) constitute or might result in a lien or claim against the subject Property,

- (2) may result in a monetary or non-monetary obligation to be fulfilled by the Purchaser,
- (3) could prevent, prohibit, delay or interfere with Purchaser's use of the subject Property for its intended uses and purposes, or
- (4) could otherwise deprive Purchaser of any portion of the subject Property.

I. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws pending or threatened by or against Seller or any of its partners.

J. Except as otherwise provided in this Agreement, from and after the date hereof, Seller shall (except in the case of emergency) refrain from (1) making any changes or improvements upon or about the subject Property; (2) creating or incurring any mortgage lien, other lien, pledge or other encumbrance in any way affecting the subject Property; and (3) committing any waste or nuisance upon the subject Property. Seller shall maintain the subject Property, keep the subject Property in compliance with all laws, ordinances, regulations and restrictions affecting the subject Property and its use, and shall pay all bills and expenses regarding the subject Property until the Closing.

K. There are no outstanding options or rights granted by Seller to acquire the subject Property, or any part thereof, and there is no Party other than Purchaser having any right or option to acquire the subject Property or any part thereof, except any foreclosure rights set forth in any mortgages affecting the subject Property.

L. There are no agreements, including any franchise agreements of any type or kind, whether written or oral, affecting the use, maintenance and operation of the subject Property which will survive the Closing. Seller represents that any franchise agreement or franchise rights of any party (including the Seller) shall be fully resolved and concluded prior to Closing.

M. Seller shall pay any and all real estate commissions or finder's fees payable in connection with this transaction and the sale of the Property to Purchaser. Seller agrees to indemnify and hold Purchase harmless from all loss, damage, costs and expenses (including reasonable attorney's fees) that Purchaser may suffer as a result of any claim brought by any broker or finder in connection with this transaction and this Agreement.

15. Seller agrees to deliver possession of the subject Property at Closing in the same "as is condition" as it is at the date of this Agreement, ordinary wear and tear excepted.

16. All notices to be given hereunder shall be personally delivered, sent by facsimile transmission, sent by overnight courier, or sent by U.S. mail, with postage prepaid, or by facsimile transmission, to the Parties at the following addresses (or to such other or further addresses as the Parties may hereafter designate by like notice similarly sent):

Purchaser: Matthew Roan
Village Manager
Village of Elk Grove Village
901 Wellington Street
Elk Grove Village, IL 60007
Tele: (847) 357-4004
Fax: (847) 357-4044
Email: mroan@elkgrove.org

With a copy to: George B. Knickerbocker
Village Attorney
Village of Elk Grove Village
901 Wellington Street
Elk Grove Village, IL 60007
Tele: (847) 357-4032
Fax: (847) 357-4044
Email: gknickerbocker@elkgrove.org

With a copy to: William J. Payne
Attorney at Law
1100 W. Northwest Hwy., #103
Mount Prospect, IL 60056
Tele: (847) 483-5027
Fax: (847) 483-5029
Email: williamjpayne7@aol.com

Seller: Irving Barr, Manager
c/o Jonathan Klein
2400 W Devon Ave
Chicago, IL 60659
Tele: (773) 274-2457
Fax: (773) 338-6704
Email: jklein@barrmgmt.com

With a copy to: Fred Blumenfeld, Agent
5215 Old Orchard Road, Suite 900
Skokie, IL 60077
Tele: (847) 967-0770, Ext 013
Fax: (847) 967-0799
Email: fblumenfeld@pbmaltd.com

With a copy to: Robert C. Samko
Law Offices of Robert C. Samko
33 North LaSalle Street, Suite 2000
Chicago, Illinois 60602
Tele: (312) 236-7060 / (312) 332-3737

Fax: (312) 368-4449
rcsamkolaw@gmail.com

All notices sent by mail shall be deemed effectively given on the business day next following the date of such mailing. All notices personally delivered, sent by facsimile transmission or sent by overnight courier shall be deemed effectively given on the date of such delivery.

17. This Agreement and the exhibits attached hereto, if any, embody the entire agreement between the Parties in connection with this transaction, and there are no oral or parole agreements, representations, or inducements existing between the Parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except by a written agreement signed by all of the Parties. However, if any portion of this Agreement is invalid or unenforceable against any Party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provisions. This Agreement will be enforceable, as amended, to the fullest extent allowed by law as long as the amendment does not result in a failure of consideration.

18. Defaults and remedies:

A. Purchaser's Default. If Purchaser (i) fails to perform in accordance with the terms of this Agreement, and such default is not cured within ten (10) business days from the date for Purchaser's receipt for Seller's written notice to Purchaser of such default, or (ii) breaches a representation or warranty hereunder, then, as Seller's sole and exclusive remedy for such default, Seller shall be entitled to retain the earnest money and any interest earned thereon; it being agreed between Purchase and Seller that the amount of the earnest money shall be liquidated damages for a default of Purchaser hereunder, because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default in view of the uncertainties of the real estate market, fluctuating property values, and differences of opinion with respect to damages for breach of a real estate transaction

B. Seller's Default. If Seller fails to perform in accordance with the terms of this Agreement and such default is not cured within ten (10) business days from the date of Purchaser's written notice to Seller of such default, Purchaser may, at its option: (a) receive a refund of all monies deposited by Purchaser hereunder, together with all interest earned thereon, and collect all damages to which Purchaser may be entitled, including costs incurred in connection with this Agreement; (b) specifically enforce the terms and conditions of this Agreement, or (c) exercise any other right or remedy available to Purchaser at law or in equity.

In the event of a Seller default that cannot reasonably be cured within ten (10) business days, the Seller will be deemed to have satisfied the written notice provisions of this paragraph 18B and to have made a good faith effort to cure the Seller's default if commenced within the ten (10) business day time frame.

C. In the event either Purchaser or Seller defaults in the performance for any obligation imposed upon it under the provisions of this Agreement, the defaulting party shall pay

all reasonable attorneys' fees and expenses of the non-defaulting party incurred in any litigation or negotiation undertaken to enforce any of the obligations of the defaulting party under this Agreement, or in any litigation or negotiation in which the nondefaulting party shall, without its fault, become involved through or on account of this Agreement.

19. The Seller shall reconfirm all representations and warranties set forth in this Agreement as true, accurate, and complete on and as of the Closing Date.

20. Seller's representations and warranties shall survive the Closing for a period of one year from the actual date of the Closing. Seller shall indemnify, hold harmless, and defend Purchaser and its successors and assigns, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys' fees and court costs), damages, liabilities, judgments or decrees of whatsoever kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy in the representations or warranties contained herein. The preceding indemnity and hold harmless shall not apply to matters attributable to acts or omissions of the Purchaser or third parties.

21. The Parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transaction contemplated herein. Seller agrees to cooperate and take appropriate action, at the request of Purchaser, to zone or re-subdivide the Property as required by any governmental authority.

22. The Parties hereto agree that time is of the essence in this transaction and that this Agreement may be executed in counterparts and shall be governed by and interpreted in accordance with the laws of the State of Illinois.

23. Each Party hereto shall respectively pay the fees and charges of their attorneys and consultants.


24. The Parties acknowledge that the obligations of this Agreement shall not be binding on the Purchaser until formal Village Board action has been taken by its Corporate Authorities. Upon the full execution of this Agreement by the Seller and Purchaser the Agreement shall be presented for review, consideration, and approval by the Village Board of the Purchaser and its corporate authorities.

IN WITNESS WHEREOF, the Parties hereto have executed this Purchase and Sale Agreement this ____ day of _____, 2023, the "Agreement Date".

PURCHASER:
THE VILLAGE OF ELK GROVE
VILLAGE,
an Illinois Municipal Corporation

SELLER:
1800 OAKTON EG, LLC,
an Illinois Limited Liability Company

By: _____
Craig B. Johnson
Mayor

By: 
Irving Barr
Manager

ATTEST:

By: _____
Lorrie Murphy, Village Clerk

EXHIBIT 'A'

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN LAQUINTA RESUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1984 AS DOCUMENT 27262582, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 IN, TO, OVER, ACROSS AND THROUGH THE PARKING AND DRIVEWAY AREAS BY TENANTS, EMPLOYEES, INVITEES, PATRONS, CUSTOMERS AND GUESTS, AS CREATED BY COMMON ACCESS AND CROSS-PARKING AGREEMENT BY AND BETWEEN LA QUINTA MOTOR INNS, INC., AND BOB EVANS FARMS, INC., RECORDED DECEMBER 5, 1984 AS DOCUMENT 27361597, AND LOCATED WITHIN LOTS 1 AND 2 OF SAID LAQUINTA RESUBDIVISION, AS MORE FULLY DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR USING, INSPECTING, OPERATING, MAINTAINING, REPAIRING AND REPLACING UNDERGROUND SANITARY SEWER MAINS, STORM SEWER MAINS AND WATER MAINS AND APPURTENANCES THERETO, AS CREATED BY DECLARATION AND GRANT OF EASEMENT AND AGREEMENT BY AND BETWEEN LA QUINTA MOTOR INNS, INC., AND BOB EVANS FARMS INC., RECORDED MAY 16, 1985 AS DOCUMENT 85022730, IN, OVER, THROUGH AND UNDER LOTS 1 AND 2 OF SAID LAQUINTA RESUBDIVISION, AS MORE FULLY DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1800 E. Oakton Street, Elk Grove Village, Illinois 60007

PIN: 08-23-300-041-0000