



AGENDA
REGULAR VILLAGE BOARD MEETING
DECEMBER 12, 2023
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR STEFAN POTUZNİK, CHRISTUS VICTOR LUTHERAN CHURCH)

3. APPROVAL OF MINUTES OF NOVEMBER 14, 2023 AND NOVEMBER 20, 2023

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: NOVEMBER 30, 2023 \$ 8,310,934.40
DECEMBER 12, 2023 \$ 708,190.21

6. CONSENT AGENDA

- a. Consideration to award a professional services contract to CivicPlus of Manhattan, KS for support and maintenance of the SeeClickFix Pro CRM software in the amount not to exceed \$33,604.20 split between the Public Work General and Water & Sewer Funds.

(The Village originally purchased the SeeClickFix Pro CRM (customer relationship management) software from CivicPlus in January 2022.

(The software support and maintenance costs during implementation through December 31, 2023 are defined in the agreement negotiated with CivicPlus at the time of our original purchase.

(This \$33,604.20 contract will cover a one year renewal period of January 1, 2024 through December 31, 2024.

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

(The Director of Public Works recommends approval)

- b. Consideration to award a professional services contract to Plante Moran of Southfield, MI for consulting services for the creation of a long range Strategic Information Technology

Plan for the Village in an amount not to exceed \$90,200.

(A Request for Proposals (RFP) was distributed in the early fall for the development of a new long range Strategic IT Plan for the Village.

(The Village received ten (10) proposals for the long Range Strategic IT Plan, which were reviewed by the selection team.

(Of the ten (10) proposals submitted, four (4) vendors were invited to give presentations.

(After viewing all the presentations, the selection committee determined that Plante Moran of Southfield, MI would be the vendor best suited to create the deliverables for the organization.

(The necessary funds have been allocated in the General Fund in the FY24 budget.

(The Director of IT recommends approval.)

- c. Consideration to amend a professional services design contract to Engineering Enterprises, Inc. of Sugar Grove, IL for design engineering services to relocate the sanitary sewer main at the northeast corner of Busse Road and Oakton Street to add construction and oversight services, increasing the contract by \$113,758, to a total contract amount of \$153,486 from the Busse-Elmhurst Redevelopment Fund.

(Engineering Enterprises, Inc. of Sugar Grove, IL is currently working on the design of the relocation of the public sanitary sewer main at the northeast corner of Busse Road and Oakton Street.

(The contract amendment will revise the contract to a design-build contract, covering all expenses through construction.

(The sanitary sewer relocation will be completed by Stark and Son Trenching, and will shift the sewer from the middle of the redevelopment site to the right-of-way or front utility easement, creating a larger development footprint for the site.

(Work will commence as soon as permit approvals are obtained.

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

(The Director of Public Works recommends approval.)

- d. Consideration to award a professional service contract to HR Green, Inc. of McHenry, IL for the Preliminary Design Engineering Services for the Elmhurst Road Resurfacing and Watermain Replacement project in the amount of \$148,859 from the Busse-Elmhurst Redevelopment Fund.

(The Village has secured Surface Transportation Program (STP) grant funds amounting to 75% of the cost of construction for the resurfacing of Elmhurst Road, from Greenleaf Avenue to Devon Avenue.

(Work will include resurfacing the roadway and replacing the watermain.

(HR Green, Inc. of McHenry, IL submitted a proposal to provide Preliminary Design Engineering Services for the amount of \$148,859.

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

(The Director of Public Works recommends approval.)

- e. Consideration to concur with prior authorization to award a professional services contract to Banner Collective, LLC of Chicago, IL to provide video production and media campaign services for the 2023 Makers Wanted marketing campaign in an amount not to

exceed \$250,000 from the Busse-Elmhurst Redevelopment Fund.

(The goal of the Makers Wanted campaign is to build awareness around the Village's Beyond Business Friendly/Makers Wanted brand and to promote the Village as a premier business location.

(This agreement provides for media campaign services to support the promotion of Elk Grove Village as a business destination.

(Sufficient funds are available in the Busse Elmhurst Redevelopment Fund.)

- f. Consideration to award a professional service contract to Entertainment Management Group of Elk Grove Village, IL to manage and operate the 2024 Mid-Summer Classics Concert Series in an amount not to exceed \$745,000, of which \$75,000 will be reimbursed back to the Village by the Elk Grove Park District.

(As in years past, the Elk Grove Park District will be co-sponsoring the event, "Unity Within The Community," and sharing in the overall contract expenses with the Village. As such, the Park District will be reimbursing the Village \$75,000

(The concert series is funded by the 1% Hotel/Motel Tax, Video Gaming revenue, Tobacco License fees, a \$75,000 donation by the Elk Grove Park District, and sponsorship donations.

(The 14th annual Mid-Summer Classics Concert Series will be held during the month of July, with concerts taking place on Thursday, July 4, Tuesday, July 9, Thursday, July 18, Tuesday, July 23, and Tuesday, July 30.)

- g. Consideration of the following:

- To award a professional services contract to Arthur J. Gallagher for the administration of the self-insured liability plan in the amount of \$69,654;
- To award a professional services contract to CCMSI for the administration of third party claims in the amount of \$23,381; and
- To approve the Liability Insurance Premiums submitted by Arthur J. Gallagher Risk Management Services (AJG) at a premium level as determined for the following coverage in the amount of \$892,757: General Liability, Auto Liability, Public Officials Liability, Law Enforcement Liability, Property, Cyber, Environmental, and Fiduciary Pension Fund Insurance.

(In September 2018, the Village joined the Suburban Liability Insurance Pool (SLIP) along with Buffalo Grove, Highland Park, and Hoffman Estates.

(AJG solicited quotes and prepared a proposed insurance package for the policy period of January 1 to December 31, 2024.

(AJG requested competitive bids to obtain optimal coverage at the lowest cost during this hard insurance market.

(The Director of Finance recommends approval.)

- h. Consideration of the following budget amendments related to the Fiscal Year 2023-24 Budget:

- Amend the General Fund Budget in the amount of \$5,000,000 to transfer to the Water Sewer Fund;
- Amend the General Fund Budget in the amount of \$700,000 to transfer to the Capital Projects Fund;
- Amend the General Fund Budget in the amount of \$800,000 to transfer to the Debt Service Fund;
- Amend the General Fund Budget in the amount of \$900,000 to transfer to the Debt Service Fund; and
- Amend the Capital Replacement Fund Budget in the amount of \$227,000.

(Increasing the budget at this time ensures that the Village's financial operations remain compliant with Illinois budgetary statutes and generally accepted accounting principles. (The Director of Finance recommends approval.)

- i. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for a Special Use Permit to construct an electrical substation for the property at 1000 Oakton Street.

(Microsoft Corporation is petitioning the Village for a Special Use Permit to construct an electrical substation within the new Microsoft Data Center Campus development located at 1000 Oakton Street.

(The date for a Public Hearing has not been established.)

- j. Consideration of the following:

- To hold a Public Hearing before the Plan Commission to consider a Petition for a modification to an existing Special Use Permit for 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 modification to their existing Special Use Permit in order to alter the existing site plan and add lighting and pickleball courts to the public park at 711 Chelmsford Lane.

(The date for a Public Hearing has not been established.)

- k. Consideration of the following:

- To adopt Ordinance No. 3839 authorizing the Levy and Collection of Taxes for the Corporate and Municipal purposes of the Village of Elk Grove Village for the Fiscal Year beginning May 1, 2024, and ending April 30, 2025; and
- To adopt Ordinance No. 3840 abating a portion of the 2023 Property Taxes Levied for certain taxable General Obligation Bonds, Series 2017, of the Village of Elk Grove Village; and
- To adopt Ordinance No. 3841 abating a portion of the 2023 Property Taxes Levied for certain taxable General Obligation Bonds, Series 2021, of the Village of Elk Grove Village.

(The determination was included on the November consent agenda.
(The 2023 Tax Levy will be collected in FY 2024-25.
(This is the second consecutive year of no increase in the Village portion of the tax levy.
(The Library tax levy increased by 3.0%
(The Director of Finance recommends approval.)

- l. Consideration to adopt Ordinance No. 3842 removing and replacing the Elk Grove Village Zoning Ordinance in its entirety.

(The modernization and overall enhancement of the existing Zoning Ordinance has been an ongoing process for the last several years.
(The new Zoning Ordinance reflects current best practices in zoning and development regulations which align with the vision and future of the community.
(As part of this process, the Village completed initial assessments, hosted a community open house, undertook staff review workshops, held Steering Committee review and policy direction meetings, and conducted a legal review.
(The Plan Commission and Zoning held a joint public hearing on the proposed Zoning Ordinance on November 7, 2023, and unanimously recommended approval by the Village Board.
(This ordinance will replace the Elk Grove Village Zoning Ordinance in its entirety, effective January 1, 2024.
(The Director of Community Development recommends approval.)

- m. Consideration to adopt Ordinance No. 3843 amending Title 3 Business and License Regulations of the Village Code by adding thereto a new chapter entitled Private Solar Arrays for Public Electrical Distribution.

(The growing demands for solar power has resulted in an initial request, with additional to follow, for privately owned buildings to install solar arrays solely for the purpose of generating power for distribution to the public electrical grid.
(This item adds a new chapter to the Village Code.
(The Director of Community Development recommends approval.)

- n. Consideration to adopt Resolution No. 58-23 authorizing the Mayor and Village Clerk to execute a Purchase and Sale Agreement between the Village of Elk Grove and Turner Partners an Illinois Partnership, under Articles of Agreement for Deed with Itasca Bank Land Trust No. 12831, dated November 2, 2017 (60-70 Turner Avenue).

(These properties are being purchased for potential use for municipal purposes and/or future redevelopment.
(There are no plans for redevelopment at this time.
(The Purchase and Sale Agreement will be available at the Village Board Meeting.)

- o. Consideration to adopt Resolution No. 59-23 authorizing the Mayor and Village Clerk to execute a purchase and sale agreement between the Village of Elk Grove and OHM Land 25 Turner, LLC (25 Turner Avenue).

(This property is being purchased for potential use for municipal purposes and/or future redevelopment.

(There are no plans for redevelopment at this time.

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

- p. Consideration to adopt Resolution No. 60-23 authorizing the Mayor and Village Clerk to execute a renewal of the service agreement between the Village of Elk Grove Village and Municipal GIS Partners of Des Plaines, IL for support services in connection with Elk Grove Village's Geographic Information Systems (GIS) in an amount not to exceed \$183,979.56 from the BLF Fund.

(The renewal provides for a one-year extension of the service agreement with MGP that will run from January 1, 2024 to December 31, 2024, and can be terminated at any time with 90 days notice.

(In April of 2008, the Village Board entered into an agreement to join the GIS Consortium (GISC), which is now a group of forty-two (42) local communities that work together to develop a cost-effective solution for implementing Geographic Information Systems (GIS) and related technologies.

(By collaborating, communities create GIS opportunities otherwise unavailable because of complexity and cost. The mission of the Consortium is to create value by managing cost and risk in a cooperative environment.

(The foundation of the Consortium is its innovative staffing approach. To address this issue, the Consortium outsources staffing and shares these resources among its members.

(The GIS Consortium's contracted service provider is Municipal GIS Partners (MGP).

(Elk Grove Village is an 80% allocation member for support services. This provides for a GIS Site Analyst 4 days a week.

(In addition to the Analyst, Elk Grove Village shares the services and receives the benefits of three other GIS staff members who are located off-site.

(The Director of Public Works recommends approval.)

- q. Consideration to adopt Resolution No. 61-23 authorizing the Mayor and Village Clerk to execute an agreement between the Village of Elk Grove Village and Pace, the Suburban Bus Division of the Regional Transportation Authority (Dial-A-Ride Program).

(This agreement provides for a cost-share between Pace and the Village of Elk Grove to offer curb-to-curb paratransit Dial-A-Ride bus service to Elk Grove residents.

(The agreement includes the traditional Pace subsidy, wherein Pace will contribute 75% of the net service costs, up to \$204,569.

(The Village is responsible for the remainder of the net service costs, which for 2024 Pace estimates to be \$101,735.

(In addition to the traditional Pace contribution, in 2024 Pace will provide the Village a one-time subsidy of \$30,685.

(The terms of this year's Agreement have not been significantly modified in comparison to previous years.)

- r. Consideration to adopt Resolution No. 62-23 authorizing the Mayor to execute a Letter of Receipt stipulating the terms of an agreement for an application seeking a Cook County Class 6B Property Tax Exemption status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018 for certain real estate located at 2020 Lunt Avenue.

(The Law Offices of Akerman LLP, on behalf of SDC CHI I, LLC (Applicant), is seeking a Cook County Class 6B property tax exemption for the property located at 2020 Lunt.

(The Applicant intends to construct a new 28,981 sq. ft. data center facility that will connect to, and serve as an expansion of, the existing data center at the adjoining property located at 2080 Lunt. The cost of the new facility is estimated to be \$25,854,324.

(The eligibility requirements for 6B status are new construction, substantial renovation or buildings that have been vacant for a period of time. This site qualifies as it involves new construction.

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

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

(The Director of Business Development and Marketing recommends issuing a Letter of Receipt.)

- s. Consideration to adopt Resolution No. 63-23 authorizing the Mayor to execute a Letter of Receipt stipulating the terms of an agreement for an application seeking a Cook County Class 6B Property Tax Exemption status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, for certain real estate located at 1001 Busse Road.

(The Law Offices of Thompson Coburn LLP, on behalf of their client Stern Pinball, Inc., (Applicant) is seeking a Cook County Class 6B property tax exemption for property located at 1001 Busse Road.

(1001 Busse Road will serve as the new headquarters for Stern Pinball, a designer and manufacturer of arcade-quality pinball games.

(In its current space in Elk Grove Village, Stern Pinball, Inc. maintains over 139 corporate and administrative jobs, as well as approximately 300 production-related jobs. The proposed expansion will bring an additional 52 jobs to the facility.

(The Applicant intends to increase its operational footprint and capacity in the Village by entering into a long-term lease consisting of 163,875 square feet, the majority of the building known as 1001 Busse Road.

(The property needs substantial rehabilitation. The Applicant's total estimated investment into the property will be \$4.7 million and will include interior improvements to plumbing, HVAC, the existing fire protection system, and significant electrical work, as well as exterior improvements, including upgrades to the façade of the building, seal coat, and striping of the parking lot, the installation of an 8' pinball sculpture, an illuminated lobby mural, new building signage, and the addition of exterior accent lighting.

(The eligibility requirements for 6B Critical Emergency Employee Retention Modification or CEERM status is that the building has been vacant for three months, and the Applicant will create or maintain at least 250 jobs for employees at this location. This

site qualifies as it employs over 400 employees and includes a vacancy of more than three months with special circumstances.

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

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

(The Director of Business Development and Marketing recommends issuing a Letter of Receipt.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. PC Docket 23-9 - Joint Public Hearing with the Plan Commission and Zoning Board of Appeals to discuss and review a complete update to the Elk Grove Zoning Ordinance which includes a modernization to reflect current best practices in zoning and development regulations. (PH 11-7-23)
- b. PC Docket 23-10 - Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for Rezoning, Special Use Permit for Planned Development, and Resubdivision to redevelop the site property located at the corner of Arlington Heights Road and Higgins Road in the B-1 and B-3 District into a mixed-use development consisting of residential and commercial properties (PH 11-13-23)
- c. PC Docket 23-11 - Consideration of a petition for a Special Use Permit to operate an indoor recreational facility for the purpose of operating a martial arts studio in a portion of the building at 1651 Lively Boulevard in the I-2 Industrial District. (PH 12-04-23)
- d. 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. (Public Hearing date to be determined.)

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 Jarosch

14. YOUTH COMMITTEE - Trustee Bush

- 15. INFORMATION COMMITTEE** - Trustee Miller
- 16. BUSINESS LEADERS FORUMS** - Trustee Schmidt
- 17. HEALTH & COMMUNITY SERVICES** - Trustee Prochno
- 18. PERSONNEL COMMITTEE** - Trustee Schmidt
- 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 AUTHORIZING THE LEVY AND COLLECTION OF TAXES FOR THE CORPORATE AND MUNICIPAL PURPOSES OF THE VILLAGE OF ELK GROVE VILLAGE FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025

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:

Section 1. That the sum of thirty five million four hundred seventy one thousand five hundred ninety three dollars (\$35,471,593) being the total amount to be levied from the approved budget heretofore made for the corporate and municipal purposes specified and herein, less the estimated revenue from sources other than general taxation, for the fiscal year beginning May 1, 2024 and ending April 30, 2025 be and the same is hereby levied on all taxable property within the Village of Elk Grove Village according to the valuation of said property as is, or as shall be assessed, or equalized by the State, for the current year 2023. The fiscal year 2024 budget was approved in accordance with sections 5/8-2-9.1 to 5/8-2-9.10 of the Illinois Compiled Statutes (the Municipal Budget Act) by the Mayor and Board of Trustees of the Village of Elk Grove Village at a meeting regularly convened and held in the said Village of Elk Grove Village, Illinois on the 11th day of April, 2023. Publication of the tentative annual budget and notice of the public hearing relating there so was made March 31, 2023, pursuant to Section 5/8-2-9.9 of Chapter 65 of the Illinois Compiled Statutes. The various objects and purposes for which said budgets were set forth under the column entitled "Amount Budgeted", and the specific amount hereby levied for each object and purpose is set forth under the column entitled "Amount Levied", as follows:

Section 2. That this Levy Ordinance is adopted pursuant to the Illinois Municipal Code providing however, that any tax rate limitation or any other substantive limitations as to tax levies in the Illinois Municipal Code in conflict with the Ordinance shall not be applicable to this Ordinance as the Village of Elk Grove Village is a "Home Rule" municipality having a population in excess of 25,000, and elects to exercise all powers granted pursuant to Section 6, Article VII of the Constitution of the State of Illinois and particularly does not choose to be bound by any tax limitations contained in the Illinois Municipal code.

Section 3. That this Levy Ordinance is adopted in full compliance with Public Act 82-102 known as the Truth-In-Taxation Act and amended by Public Act 86-957.

Section 4. That the Village Clerk is hereby ordered and directed to file a certified copy of the Ordinance with the County Clerks of Cook and DuPage Counties on or before the time required by law.

Section 5. That this Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval according to law.

ADOPTED this _____ day of December, 2023 pursuant to a roll call vote as follows:

AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of December 2023.

APPROVED this _____ day of December 2023.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE ABATING A PORTION OF THE 2023 PROPERTY TAXES LEVIED FOR CERTAIN TAXABLE GENERAL OBLIGATION BONDS, SERIES 2017, OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

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 County Clerks of Cook and DuPage Counties, are hereby authorized and directed to abate \$4,172,000 from the taxes levied for 2023 in Ordinance No. 3510, duly passed and approved on the 15th day of August, 2017, which Ordinance provided for the issuance of \$60,000,000 dollars Taxable General Obligation Bonds, Series 2017, of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois.

Section 2: That the Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerks of Cook and DuPage, Counties, Illinois prior to December 31, 2023.

Section 3: That the Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 4: That this Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

VOTE: **AYES:** _____ **NAYS:** _____ **ABSENT:** _____

PASSED this _____ day of December 2023.

APPROVED this _____ day of December 2023.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of December 2023.

ORDINANCE NO. _____

AN ORDINANCE ABATING A PORTION OF THE 2023 PROPERTY TAXES LEVIED FOR CERTAIN TAXABLE GENERAL OBLIGATION BONDS, SERIES 2021, OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

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 County Clerks of Cook and DuPage Counties, are hereby authorized and directed to abate \$3,506,869 from the taxes levied for 2023 in Ordinance No. 3696, duly passed and approved on the 23rd day of March, 2021, which Ordinance provided for the issuance of \$43,715,000 dollars Taxable General Obligation Bonds, Series 2021, of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois.

Section 2: That the Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerks of Cook and DuPage, Counties, Illinois prior to December 31, 2023.

Section 3: That the Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 4: That this Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of December 2023.

APPROVED this _____ day of December 2023.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of December 2023.

ORDINANCE NO. _____

**REMOVING AND REPLACING THE ELK GROVE VILLAGE ZONING ORDINANCE NO. 2410
IN ITS ENTIRETY**

WHEREAS, the Village of Elk Grove Village is a home rule unit of government as set forth and established by the Constitution of the State of Illinois; and

WHEREAS, the Village intends to modernize and reflect best practices in zoning and development regulations while enhancing the predictability, value, and overall cohesiveness of the Zoning Ordinance; and

WHEREAS, the Village further intends to promote and ensure the public health, safety, comfort, morals, and welfare of the community by establishing a modernized Zoning Ordinance.

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 Zoning Ordinance No. 2410 of the Village of Elk Grove Village is hereby rescinded and replaced with the 2024 Zoning Ordinance, copies which are available in the office of the Village Clerk.

Section 2: That the Village Clerk is authorized to publish the Ordinance in pamphlet form.

Section 3: That this Ordinance shall be in full force and effect from and after January 1, 2024, and publication in pamphlet form as provided by 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

PUBLISHED this _____ day of _____ 2023 in pamphlet form.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3 BUSINESS AND LICENSE REGULATIONS OF THE VILLAGE CODE BY ADDING THERETO A NEW CHAPTER ENTITLED PRIVATE SOLAR ARRAYS FOR PUBLIC ELECTRICAL DISTRIBUTION

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 Title 3, Business & License Regulations of the Village Code be amended by adding thereto a new Chapter which shall read as set forth in Exhibit A attached hereto and incorporated herein.

Section 2: That the Village Clerk is authorized to publish the Ordinance in pamphlet form.

Section 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by 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

PUBLISHED this _____ day of _____ 2023 in pamphlet form.

Exhibit A

CHAPTER 27 PRIVATE SOLAR ARRAYS FOR PUBLIC ELECTRICAL DISTRIBUTION

3-27-1 DEFINITION:

Private Solar Arrays for Public Electrical Distribution: A solar array operated by an organization or business that distributes the power generated by the solar array directly to the local public electricity company for distribution to the public power grid.

3-27-2 LICENSE REQUIRED:

It shall be unlawful for any person or company to install, maintain or operate a private solar array for public electrical distribution system without first having obtained a license. The annual license fee, June 1st renewals, for a private solar array for each public electrical distribution system shall be one thousand dollars (\$1,000.00).

3-27-3 CONDITIONS:

Private solar arrays are required to have transmission lines located underground and any above ground equipment must be screened in an approved manner, or as required by the Director of Community Development.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND TURNER PARTNERS AN ILLINOIS PARTNERSHIP, UNDER ARTICLES OF AGREEMENT FOR DEED WITH ITASCA BANK LAND TRUST NO. 12831, DATED NOVEMBER 2, 2017 (60-70 TURNER AVENUE)

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

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE
A PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE
VILLAGE AND OHM LAND 25 TURNER, LLC (25 TURNER)**

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A GIS CONSORTIUM SERVICE PROVIDER CONTRACT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND MUNICIPAL GIS PARTNERS, INCORPORATED

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:

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “*Contract*”) made and entered into this 1st day of January, 2024 (the “*Effective Date*”), by and between the Elk Grove Village, an Illinois municipal corporation (hereinafter referred to as the “*Municipality*”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “*Consultant*”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“*GISC*”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “*Services*”) in connection with the Municipality’s geographical information system (“*GIS*”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as *Attachment 1* (“*Statement of Work*”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "***Initial Term***").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "***Renewal Term***").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8 ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the “*Municipal Materials*”) are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. “*Third-Party Materials*” shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the “*GISC Materials*”).

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality’s GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality’s GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public (“*Confidential Information*”). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term “Confidential Information” does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant’s or Consultant Personnel’s possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality’s Notice to the Consultant of the Municipality’s receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein “FOIA”), the Consultant shall furnish all requested records in the Consultant’s possession which are in any manner related to this Contract or the Consultant’s performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant’s possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant’s Costs associated with such FOIA request or requests including Costs arising from the Consultant’s failure or alleged failure to timely furnish such documentation and/or arising from the Consultant’s failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant’s and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Act*"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Applicable Regulations*")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "*Department*") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Elk Grove Village
901 Wellington Ave
Elk Grove Village, IL 60007
Attention: Brian Southey
E-mail: bsouthey@elkgrove.org

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

ELK GROVE VILLAGE

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President

Attachment 1

**Statement of Work
to
GIS Consortium Service Provider Contract**

(see attached)

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (DIAL-A-RIDE PROGRAM)

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:

**PARATRANSIT LOCAL SHARE AGREEMENT
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

PARATRANSIT LOCAL SHARE AGREEMENT
Elk Grove Village

This Paratransit Local Share Agreement (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and Elk Grove Village, an Illinois unit of local government (“Sponsor”).

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

In consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Effective Date.** This Agreement will be in effect beginning on January 1, 2024. If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party’s signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.
2. **Service Description.** Demand response curb-to-curb paratransit service will be provided for eligible riders as described in the attached exhibit A (“Service”). The Service and its parameters are subject to change upon approval by Pace and the participating Service sponsor(s).
3. **Term and Termination.** This Agreement will remain in effect through December 31, 2024 unless earlier terminated by a party upon 30 days’ advance written notice to the other party in the event: (a) sufficient funds have not been appropriated to cover the required financial contribution by Pace or any other agency funding the Service; (b) Pace develops alternative public transportation services which, as determined by Pace, will better meet the transportation needs of the public; (c) Sponsor fails to make payments as required by section 6 of this Agreement; (d) Pace has materially failed to perform its obligations under this Agreement; or (e) Sponsor otherwise determines that the Service is not satisfactory.
4. **Service Provider.** Pace will contract with one or more outside service providers to provide the Service (“contracted outside service provider(s)”). Pace will not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace’s contracted outside service provider(s). Pace shall make every reasonable effort to have the Service restored as soon as practical. No fees will be charged by any contracted outside service provider for Service not performed.

5. **Reporting.** Pace shall provide Sponsor with electronic access to or, in the event electronic access is unavailable, a copy of the summary report containing the number of one-way trips, data for one-way trips and total miles.

6. **Local Share Funding.** Sponsor shall participate in the financial support of the Service by reimbursing Pace monthly for the local share incurred by Pace in providing the Service (“Local Share”). The Local Share will equal the total expense of the Service (“Total Expense”) less any fare revenue from the Service less any Pace subsidy for the Service (“Pace Contribution”) less any grants for the Service and will be calculated as follows (see Cost Estimate Worksheet attached as Exhibit B):

- (a) The Total Expense will equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense will be calculated by multiplying the number of vehicle revenue hours by the hourly rate charged to Pace by Pace’s contracted outside provider(s) delivering the Service. The per-trip Service expense will be calculated on a trip-by-trip basis. The operating expense will be the aggregate of rates and/or fees charged to Pace by Pace’s contracted outside service provider(s) delivering the Service.
- (b) The Pace Contribution will be limited to 75% of the actual Operating Deficit, not to exceed a maximum amount of \$204,569.00 and a onetime additional subsidy of \$30,685.00 for a total of \$235,254.00.
- (c) The Pace Contribution will be calculated monthly on a year-to-date basis.
- (d) Sponsor shall pay Pace within 30 days of receiving the monthly bill for the Local Share. Sponsor shall mail payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venturer, or partner of Sponsor, and nothing in this Agreement will be construed as creating any other relationship between Pace and Sponsor or between any employee or agent of Pace and Sponsor. Pace employees will at all times remain employees of Pace, and Pace will be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers’ compensation.

8. **Insurance.** Pace shall require its contracted outside service provider(s) to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide Sponsor with a copy of the certificate of insurance upon written request by Sponsor.

9. **Indemnification.** Sponsor shall indemnify, defend, and hold harmless Pace and Pace's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Sponsor's intentional or negligent acts or omissions concerning the performance of any of Sponsor's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless Sponsor and Sponsor's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No party will be liable for or be required to indemnify the other party for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by the party claiming indemnification ("Claimant") to the indemnifying party ("Indemnitor") regarding any claim which Claimant believes to be covered under this section, Indemnitor shall appear and defend all suits brought upon that claim and shall pay all costs and expenses incidental to that claim, but Claimant has the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this section.

10. **Force Majeure.** A party will not be held liable to another party for damages nor be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other party of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to Sponsor, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

11. **Compliance with Laws.** The parties shall comply with all local, state, and federal laws, statutes, ordinances, regulations, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

12. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

13. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

14. **Binding Effect.** This Agreement will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

15. **Entire Agreement.** This Agreement, including any introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

16. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

17. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

18. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

19. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.

20. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.

21. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time will be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or addressed to such other address as either party may specify in writing:

If to Pace:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director
Facsimile No.: (847) 228-4205

If to Sponsor:

Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60005
Attention: Craig B. Johnson
Facsimile No.: 847-228-4205

22. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

24. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

25. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign.

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates stated below.

PACE

By: _____
Signature

Print Name: Melinda J. Metzger

Print Title: Executive Director

Date: _____

SPONSOR

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____

**EXHIBIT A
SERVICE DESCRIPTION
VILLAGE OF ELK GROVE**

Type of Service	Demand Response Paratransit service provided curb to curb.
Service Operated by	Pace contracts with transportation provider(s) to provide service which is subject to this Agreement. This includes private or public transportation service providers. All providers are equipped with accessible vehicles.
Trip reservation Method	1-hour advance reservation for regular dial-a-ride; semi-scheduled trips are provided per the Attachment to this Exhibit A.
Service Area	<p>Service within the Village of Elk Grove, excluding the industrial park area.</p> <p>Semi-scheduled service is also available between Senior Housing sites and the Senior/Community Center, local grocery and shopping areas, and Stratford Square Mall, as mutually agreed upon by the Village and Pace.</p> <p>The following pre-scheduled service will be provided at the Village's request. These services are to be provided free of charge to residents of the Village Grove Apartments and/or other senior housing complexes as may be identified and mutually agreed upon by the Village and Pace. The phone number to call is (847) 299-6212.</p> <p><u>Monday Service:</u> Mallard Crossing Shopping Plaza Pick-ups beginning at 1:00 p.m., return trips at 2:30 p.m. and 3:00 p.m. Reservations not required.</p> <p><u>Tuesday Service:</u> Mallard Crossing Shopping Plaza Pick-ups beginning at 10:00 a.m., return trips at 11:30 a.m. and 12:00 p.m. Reservations not required.</p> <p><u>Wednesday Service:</u> Elks Crossing Plaza and Elk Grove Town Center Plaza Pick-ups beginning at 9:00 a.m., return trips at 10:30 a.m. and 11:00 a.m. Reservations not required.</p> <p><u>Thursday Service:</u> Elks Crossing Plaza and Elk Grove Town Center Plaza Pick-ups beginning at 10:00 a.m., return trips at 11:30 a.m. and 12:00 p.m. Reservations not required.</p>
Service Hours	<p>Monday through Friday 9:00 a.m. to 6:30 p.m. Saturday 9:00 a.m. to 4:00 p.m.</p> <p>Closure Days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.</p>

**EXHIBIT A
SERVICE DESCRIPTION
VILLAGE OF ELK GROVE**

Fare Structure	Full Fare \$1.30 Reduced Fare \$0.65 The Reduced Fare category includes children ages 7-11, senior citizens age 65+, and persons with disabilities who have an RTA Reduced Fare Card, or an RTA, ADA Paratransit Services Card, and students (high school or younger with proper identification) traveling to or from school only, during school hours) Children under the age of 7 can only ride when accompanied by a fare paying passenger (a maximum of two children per fare paying passenger). The first two children under the age of 7 can ride free, with any additional children paying the reduced fare rate. Elk Grove Village dictates the fare structure and may be subject to change.
Rider Eligibility	Public

Exhibit B

COST ESTIMATE WORKSHEET

2024 LOCAL SHARE AGREEMENT

PROJECT: Elk Grove Village

REVENUE	\$8,259
EXPENSE	\$345,249
DEFICIT	\$336,990
PACE SUBSIDY	\$204,569
2024 ADDITIONAL SUBSIDY	\$30,685
LOCAL SHARE	\$101,735
RIDERSHIP	10,794

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018, FOR CERTAIN REAL ESTATE LOCATED AT 2020 LUNT AVENUE, ELK GROVE VILLAGE, ILLINOIS

WHEREAS, the Village of Elk Grove Village desires to promote the development of industry in the Village of Elk Grove; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, the most recent amendment becoming effective as of July 27, 2018, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 2020 Lunt Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Numbers 08-35-104-038-0000 and 08-35-104-046-0000, has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

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:

Section 1: That the request of the Petitioner to have certain real estate located at 2020 Lunt Avenue, Elk Grove Village, Cook County, Illinois, and identified by Property Index Numbers 08-35-104-038-0000 and 08-35-104-046-0000, declared eligible for Class 6B status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

PARCEL 1:

THAT PART OF THE WEST 400 FEET OF THE EAST 800 FEET, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF OF LOT 16 IN CENTEX INDUSTRIAL PARK, UNIT 3 (HEREINAFTER DESCRIBED) LYING NORTHERLY OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID EAST 800 FEET, 35 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, TO A POINT ON THE NORTH LINE THEREOF, 105 FEET EAST OF THE NORTHWEST CORNER THEREOF IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 150 FEET OF THE EAST 950 FEET, (AS MEASURED AT RIGHT

ANGLES TO THE EAST LINE) OF LOT 16 IN CENTEX INDUSTRIAL PARK UNIT 3, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CENTEX INDUSTRIAL PARK UNIT 3, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 1, 1959 AS DOCUMENT 1858615 IN COOK COUNTY, ILLINOIS.

Section 2: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index 08-35-104-038-0000 and 08-35-104-046-0000. Elk Grove Village is in receipt of an economic disclosure statement that is included with the application packet.

Section 3: That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution including the Elk Grove Village Class 6b Property Tax Incentive Terms and Agreement subject to the petitioner completing new construction of a 28,981 square foot data center facility, in substantial conformance with the Applicant completing the improvements stated in their application.

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

Class6B, 2020 Lunt Ave

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018 FOR CERTAIN REAL ESTATE LOCATED AT 1001 BUSSE ROAD, ELK GROVE VILLAGE, ILLINOIS

WHEREAS, the Village of Elk Grove Village desires to promote the development of industry in the Village of Elk Grove; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, the most recent amendment becoming effective as of July 27, 2018, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, in the case of abandoned property, if the municipality or the Mayor and Board of Trustees, finds that special circumstances justify finding that the property is "abandoned" for purpose of Class 6B, even though it has been vacant and unused for less than 24 months, that finding, along with the specification of the circumstances, shall be included in the resolution or ordinance supporting and consenting to the Class 6B application. Such resolution or ordinance shall be filed with the eligibility application. If the ordinance or resolution is that of a municipality, the approval of the Board of Commissioners of Cook County is required to validate such shortened period of qualifying abandonment, and a resolution to that effect shall be included with the Class 6B eligibility application filed with the Assessor; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 1001 Busse Road, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-26-303-014-0000, and has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

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:

Section 1: That the request of the Petitioner to have certain real estate located at 1001 Busse Road, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-26-303-014-0000, declared eligible for Class 6B special circumstances status pursuant to the

Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

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

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

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

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

COMMENCING AT THE NORTHWEST CORNER OF LOT 9 AFORESAID, THENCE ON AN ASSUMED BEARING SOUTH 1 DEGREES 11 MINUTES 31 SECONDS EAST, 35.00 FEET TO THE SOUTH LINE OF LANDMEIER ROAD AS WIDENED AND FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 36 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE OF LANDMEIER ROAD AS WIDENED, 15.00 FEET, THENCE SOUTH 43 DEGREES 42 MINUTES 14 SECONDS WEST, 21.25 FEET TO THE WEST LINE OF LOT 99 AFORESAID; THENCE NORTH 1 DEGREES 11 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE OF LOT 99, A DISTANCE OF 15.00 FEET OF THE POINT OF BEGINNING.

Section 2: That the Special Circumstances as outlined by the petitioner are attached hereto as Exhibit "A" and made a part thereof.

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-26-303-014-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

Section 4: That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution subject to the petitioner completing the following conditions within twelve months of closing:

- a. Plumbing improvements;
- b. HVAC and existing Fire protection system;
- c. Significant electrical work and exterior improvements;
- d. Upgrades to the façade on the West Elevation of the building;
- e. Seal coat and stripe the parking lot;
- f. Installation of an 8' pinball sculpture and illuminated lobby mural;
- g. New building signage and exterior accent lighting.

Section 5: 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