



AGENDA
REGULAR VILLAGE BOARD MEETING
MAY 28, 2024
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF MINUTES OF MAY 14, 2024

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: MAY 28, 2024 \$ 278,837.86

6. CONSENT AGENDA

- a. Consideration to allow the installation of real estate signage for ML Realty Partners located at 2701 Busse Road.

(ML Realty Partners has submitted a request to install real estate banner signage advertising the vacancy of a 143,552 square foot tenant space at 2701 Busse Road.

(The wall mounted banner sign and ground level sign are requested to be displayed until a lease has been signed filling the remaining space in this 251,083 square foot building.

(The Director of Community Development recommends approval.)

- b. Consideration of a request from the Elk Grove Farmers Market to waive business license fees for the 2024 farmers market taking place on the Municipal parking lot in the amount of \$100.

(Elk Grove Farmers Market is requesting a waiver for a general retail license fee (\$100) for its annual summer farmers market event for 2024.

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

(The Director of Finance recommends approval.)

- c. Consideration of a request from the society of St. Vincent de Paul located at 12731 S.

Wood Street, Blue Island, IL to waive FY 2024-25 business license fees for the placement of a collection box at Queen of the Rosary Church in the amount of \$450.

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

(The Director of Finance recommends approval.)

- d. Consideration of a request from Shinnyo-En USA Chicago Temple to waive permit fees in the amount of \$925 for replacing part of the roof at 120 E. Devon Avenue.

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

(The Director of Community Development recommends approval.)

- e. Consideration of a request from the Elk Grove Park District, located at 499 Biesterfield Road, to waive FY 2024/25 vehicle sticker fees in the amount of \$2,075.

(The Elk Grove Park District is seeking a waiver of FY 2024/25 vehicle sticker fees for 4 passenger vehicles (\$100), 16 Class-B trucks (\$800), 13 Class-D/F trucks (\$975), and 2 Class-H/J/K trucks (\$200) for a total waiver of \$2,075.

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

(The Director of Finance recommends approval.)

- f. Consideration of a request from the Elk Grove Park District to waive permit fees in the amount of \$3,119 to renovate the Pavilion Fitness cardio area at 1000 Wellington Avenue.

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

(The Director of Community Development recommends approval.)

- g. Consideration of a request from the Elk Grove Park District, located at 499 Biesterfield Road, to waive FY 2024/25 business license fees in the amount of \$3,135.

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

(The Director of Finance recommends approval.)

- h. Consideration of a request from the Elk Grove Park District to waive the Liquor License fees for Class A Liquor Licenses for Fox Run Golf Links and the Garden Terrace Banquets in the amount of \$5,800.

(Each Class A Liquor License is valued at \$2,900.

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

(The Village Clerk recommends approval.)

- i. Consideration to waive the formal bidding process and award a contract to On Time Embroidery, Inc. of Elk Grove Village, IL for Fire Department uniforms and safety shoes in the amount of \$56,425 from the General Fund.

(The Fire Department budgets annually for department uniforms and accessories.
(The Fire Department has purchased all of its uniforms from On Time Embroidery, Inc. for the last seven years.
(The current contract request also includes the annual purchase of safety shoes.
(On Time Embroidery, Inc. is requesting a 7.5% price adjustment across all items over the current year.
(The Fire Department enjoys a successful and responsive relationship with On Time Embroidery, Inc. of Elk Grove Village, IL.
(The term of the contract is May 1, 2024 through April 30, 2025.
(Adequate funds are budgeted for this contract in the FY24 Fire Department General Fund Budget.
(The Fire Chief recommends approval.)

- j. Consideration to award a purchase contract to C.C. Cartage, Inc. of Lake Zurich, IL to furnish and deliver sand and gravel in the amount of \$86,195.50 from the General and Water & Sewer Funds.

(On Thursday, May 16, 2024, the Village opened sealed bids for the Furnish and Deliver Sand and Gravel contract.

(Three (3) contractors obtained bid packets, with one (1) contractor submitting a bid.

(The contract provides various types of sand and gravel delivered to the Village's Public Works locations.

(The initial term of the contract is from May 1, 2024 through April 30, 2025

(The contract includes the option for four (4) annual renewals in one (1) year increments through April 30, 2029.

(The lowest overall responsive and responsible bid was received from C.C. Cartage Inc. of Lake Zurich, IL in the amount \$86,195.50.

(Funds for the contract have been allocated in the Public Works General and Water & Sewer Funds.

(The Director of Public Works recommends approval.)

- k. Consideration to award a purchase contract (through the TIPS (Inter-local Purchasing System) contract to Heartland Business Systems of Little Chute, WI for the purchase of Getac Tablets and related accessories for Police vehicles in an amount not to exceed \$154,391.19.

(The existing Getac Tablet Computers in Police vehicles are five (5) years old and need to be replaced with current High Speed/ High Capacity units to accommodate the latest in-vehicle software and networking needs.

(Research and testing of replacement tablets were conducted from mid-2023 to early 2024 to ensure the new units would be compatible with the squads and dispatching software.

(Each tablet will use the latest processing and solid-state drive technology and come with a 4-year warranty.

(Utilizing the same platform model allows for continued use of existing docking stations and mounting hardware.

(Heartland Business Systems of Little Chute, WI has offered the most favorable pricing and supplied the new Getac Tablets purchased for testing and holds the current contract through the Inter-local Purchasing System (TIPS).

(Funds are budgeted in the FY2025 Police Department Capital Replacement Fund for the replacement of the Getac Tablets and associated hardware.
(The Police Chief recommends approval.)

- l. Consideration of a request to hold a Public Hearing before the Plan Commission to consider Petitions for Rezoning from B-2 to I-1 for the purposes of operating an industrial building on each property located at 500 Higgins Road and 570 Higgins Road.

(AGG Properties, LLC is petitioning the Village to rezone the properties at 500 Higgins Road and 570 Higgins Road from B-2 Business Zoning District: General Business to I-1 Restricted Industrial District for the purposes of operating an industrial building on each property.

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

- m. Consideration to adopt Ordinance No. 3854 to amend the Village Code of the Village of Elk Grove Village, Title 3, Section 3-26-4: License Fee by reducing the annual license fee for a cannabis dispensing organization from thirty thousand dollars (\$30,000) to two hundred and fifty dollars (\$250).

(This ordinance amends the license fee for dispensaries to align with fee structures used in neighboring communities.)

- n. Consideration to adopt Ordinance No. 3855 granting a Special Use Permit for an electrical substation with variations for the property located at 1000 Oakton Street.

(This item was discussed at the May 14, 2024 Village Board Meeting and currently appears under Unfinished Business.)

- o. Consideration to adopt Resolution No. 33-24 authorizing the Mayor and Village Clerk to execute a Development and Operating Agreement for a Craft Grow Facility between the Village of Elk Grove Village and Bluestem Ventures, LLC.

(On June 25, 2019, the Illinois Legislature enacted the Cannabis and Regulation and Tax Act. The Act authorizes the State the right to grant a license (“License”) for Craft Growing (Section 30-5(a)) where cannabis can be grown for sale or distribution to an approved cultivation center, craft grower, infuser organization, dispensing organization, or as otherwise authorized by the Act.

(The Development and Operating Agreement stipulates the conditions and requirements for the operation of a craft grow facility in Elk Grove Village.

(The Elk Grove Village Business Park is a desirable location due to distances from residential zoned properties, schools, and daycare facilities, as well as its access to properly sized industrial facilities and transportation networks.)

- p. Consideration to adopt Resolution No. 34-24 approving the Plat of Vacation of a public utilities and drainage easement at 2101-2105 Lunt Avenue, 2139-2145 Lunt Avenue, and 1700 Nicholas Boulevard.

(The purpose of the Plat of Vacation is to vacate a public utilities and drainage easement that is unnecessary with the recently approved consolidation of the lots at 2101-2105 Lunt Avenue, 2139-2145 Lunt Avenue, and 1700 Nicholas Boulevard.

(Village staff recommends approval.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. PC Docket 24-1 - A public hearing to consider a Special Use Permit for modifications to a Planned Development by altering the existing site plan to add six (6) pickleball courts and lighting for the pickleball court and the soccer field at 711 Chelmsford Lane.
(PH 03-18-2024, decision tabled pending additional information)
- b. Consideration of a petition submitted by Riverpoint Property Trust, LLC for Rezoning from I-2 to I-1 for property located at 751 Pratt Boulevard.
(Public Hearing date yet to be determined.)

9. ZONING BOARD OF APPEALS - Village Manager Roan

- a. ZBA Docket # 24-2 - A Public Hearing for a variation of the Elk Grove Village Zoning Ordinance as it pertains to the permitted maximum floor area in industrial zoning districts for property located at 190-212 Crossen Avenue.
(PH 05-16-24)

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

- a. Village Attorney - Prepare the necessary documents for a Special Use Permit to construct an electrical substation with associated variations for the property at 1000 Oakton Street.

27. NEW BUSINESS

28. PUBLIC COMMENT

29. ADJOURNMENT

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-26-4 CANABIS DISPENSARIES WITH REGARD TO THE ANNUAL LICENSE FEE

WHEREAS, the Village of Elk Grove Village is a home rule unit pursuant to Article VII, Section 6 of the Illinois Constitution, and as a home rule unit may exercise any power and perform any function pertaining to its government affairs; and

WHEREAS, the Village of Elk Grove Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government affairs that protect the public health, safety and welfare of its citizens; and

WHEREAS, the State of Illinois enacted the Cannabis Regulation and Tax Act (Act), which pertains to the possession, use, cultivation, transportation and dispensing of cannabis, which became effective June 25, 2019.

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, Section 3-26-4: LICENSE FEE be amended by reducing the annual license fee for a cannabis dispensing organization from thirty thousand dollars (\$30,000) to the annual fee of two hundred and fifty dollars (\$250).

Section 2: That the Village Clerk is hereby authorized to publish this 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 _____ 2024.

APPROVED this _____ day of _____ 2024.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of _____ 2024.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN ELECTRICAL SUBSTATION ON PROPERTY LOCATED AT 1000 OAKTON STREET AND GRANTING ASSOCIATED VARIATIONS FROM THE ZONING ORDINANCE (COMMONWEALTH EDISON)

WHEREAS, the Plan Commission of the Village of Elk Grove Village, at a public hearing duly held, considered the granting of a Special Use Permit to Commonwealth Edison for an electrical substation and associated variations of the Zoning Ordinance for property located at 1000 Oakton Street, Elk Grove Village; and

WHEREAS, the Mayor and Board of Trustees believe that it is in the best interest of the Village to grant the Special Use Permit and the variations as recommended;

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 pursuant to Public Hearing and recommendation and finding of the Plan Commission, the Village hereby grants a Special Use Permit to operate an electrical substation on property located at 1000 Oakton Street and grants the following variations of the Village's Zoning Ordinance:

- a. A variation from Sections 3-2-G-4 and 4-2-I of the Zoning Ordinance to allow interior parking, driveways, and loading areas to be compacted gravel, with exception of the driveway and driveway apron;
- b. A variation from Sections 7-1, 3-2-F and 3-7 of the Zoning Ordinance for the height and number of principal and accessory structures including lighting structures at approximately eighty-six (86') feet tall to allow the full development of the electrical substation as shown on sheet ESS E-552 Site Plan Oakton Street Substation dated 3/1/24;
- c. A variation from Section 3-3-D of the Zoning Ordinance to allow the construction of a fence in excess of eight (8') feet around the property and located in the front yard; and
- d. A variation from Section 4-2-I-6 of the Zoning Ordinance to grant a variation from the requirement for off-street parking or lighting.

Section 2: That the Village Clerk is authorized to publish this 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 according to law.

VOTE: AYES: ____ NAYS: ____ ABSENT: ____

PASSED this ____ day of _____ 2024

APPROVED this ____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this ____ day of _____ 2024.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DEVELOPMENT AND OPERATING AGREEMENT FOR A CRAFT GROW FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND BLUESTEM VENTURES, LLC

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:

**DEVELOPMENT AND OPERATING AGREEMENT
CRAFT GROW FACILITY**

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 _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

Bluestem Ventures, LLC

DEVELOPMENT AND OPERATING AGREEMENT

CRAFT GROW FACILITY

THIS DEVELOPMENT AND OPERATING AGREEMENT ("Agreement") is made and entered into as of this ___ day in _____, 2024, by and between the Village of Elk Grove Village, Illinois, a Home Rule Illinois municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and Big Bluestem Ventures, LLC ("Craft Grower") an Illinois Limited Liability Company.

RECITALS

A. On June 25, 2019, the Illinois Legislature enacted the Cannabis Regulation and Tax Act, 410 ILCS 750/Article 30 *et seq.* ("Act").

B. The Act authorizes the State the right to grant a license ("License") for Craft Growing (Section 30-5(a)) where cannabis can be grown for sale or distribution to an approved cultivation center, craft grower, infuser organization, dispensing organization, or as otherwise authorized by the Act.

C. Craft Grower has represented to the Village that it intends to apply for a License to operate a Craft Growing Facility within the corporate boundaries of the Village. Craft Grower further represents that it has no knowledge of any events or acts that would prevent Craft Grower or any of its members from receiving a License.

D. The Village has agreed that in the event Craft Grower obtains a License to open and operate a Craft Growing Facility as required by the Act, that in exchange for good and valuable consideration as set forth herein, the Village will cooperate with Craft Grower in allowing the Craft Growing Facility to be located in the Village.

E. The Corporate Authorities of the Village have taken all required actions prior to the execution of this Agreement in order to make the same binding upon it according to its terms.

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

I

RECITALS PART OF AGREEMENT

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

II

MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

III

CRAFT GROWER'S ACKNOWLEDGMENTS AND REPRESENTATIONS

3.01 Craft Grower's Application for License. Craft Grower hereby represents and warrants that it intends to complete and submit an application to the Illinois Department of Agriculture ("Department") for a License to operate a Craft Growing Facility. Moreover, Craft Grower acknowledges that the site in question shall only be used for the Craft Grow of cannabis, and as such there will be no public retail uses associated with the property such as any form of a cannabis dispensary. Craft Grower further represents that it has no criminal background nor any other reason set forth in the Act that would be a basis for the State to deny such License. Craft Grower shall notify the Village in writing within five (5) business days after it learns of the State's

disposition of Craft Grower's application. If Craft Grower is granted a License, it shall deliver a copy of the License to the Village within five (5) business days after its receipt of the same, and in the event the License is renewed annually as required by the Act, Craft Grower shall deliver a copy of the renewed License.

3.02 Village License. In order to facilitate the implementation of the provisions of this Agreement, the Village reserves the right to enact an Ordinance which would require Craft Grower to obtain a license ("Village License") to operate a Craft Growing Facility in the Village, provided, however, that any such License requirement shall not alter, amend, change or otherwise adversely affect the provisions of this Agreement. Any Village License issued by the Village shall be for the sole benefit of and in the name of the party that has received a License from the State and shall not be transferred or assigned to a third party except as set forth in Section 7.07 hereof.

IV

ZONING AND BUILDING

4.01 Building for Craft Growing Facility. Craft Grower hereby agrees that upon receipt of its Village License and a Certificate of Occupancy issued by the Village, it shall only be permitted to open and operate the Craft Growing Facility in a building located in the Village's I-2 generalized industrial zoning district, or the I-1 restricted industrial zoned district as long as the property is located 1,000 feet away from any residentially zoned property within the Village of Elk Grove Village. Craft Grower will comply with all of the requirements of the I-1 restricted industrial zoned district and I-2 generalized industrial zoning district. The building in which the Craft Grower is operating shall be no less than 12,000 square feet in size, and no more than 100,000 square feet.

4.02. Building Material and Design.

A. Design. The Building will be designed in such a way as to not be identifiable as a Craft Growing Facility. Craft Grower hereby agrees that the Village shall have the right in its reasonable discretion to approve the Building design and materials. The Building will be designed to look like other buildings in the Business Park with external, aesthetic enhancements that shall be approved by the Director of Community Development.

B. Landscaping. Craft Grower shall submit a landscaping plan for the exterior of the building that is substantially like other buildings in the Business Park for approval by the Director of Community Development, which approval will not be unreasonably denied.

C. Fencing and Driveway. The entire Building will be surrounded by an architectural wrought iron style security fence or equivalent as approved by the Village, no less than eight feet (8') in height on the sides and rear of the Building and eight feet (8') in front of the Building, but under no circumstance shall the fencing extend beyond the front corner of the building. The driveway(s) into the property shall be gated with wrought iron or other metal gates, as approved by the Director of Community Development, and shall be opened and closed only for permitted persons as allowed by the Act.

D. Parking. The parking area shall contain sufficient paved, self-contained (i.e., on the applicable lot only), ground level, off-street parking spaces, without reliance on parking spaces located on any other property, unless otherwise approved by the Village. Moreover, parking shall be compliant with the ADA. Parking shall be provided at a rate of one-point-five (1.5) parking stalls per employee. It should also be noted, that on-street parking will not count toward the required number of parking spaces for the establishment.

E. Signage. The Building shall have no obvious signage that represents cannabis by either text or image. Moreover, signage shall be limited to the business name and address, and shall be internally illuminated.

F. Odor Containment. The Building's ventilation system or odor containment system shall be constructed in such a manner so as to comply with all applicable Codes and Ordinances and the Village's Zoning Performance Standards (the "Existing Standards").

G. Applicable Codes. The Village hereby agrees that any building codes or regulations that it adopts after the effective date hereof that conflict with the Existing Standards shall not be applicable to the Building.

4.03 Loading Docks / Refuse Containers. All loading docks for the Building shall be internal. While trucks are being loaded and unloaded, the dock doors shall remain closed. All refuse containers shall also be kept within the Building.

4.04 Cessation of Operations. In the event that the Craft Grower License is expired, revoked or terminated whether by the Village or State, or intervention by the Federal Government, Craft Grower shall immediately cease its operations and remove all materials related to the growing, processing and storage of Cannabis.

V

PUBLIC SAFETY/SECURITY

5.01 Security. Craft Grower shall design and implement a security plan and security system that satisfies the requirements of Section 30-30 (b) of the Act and any additional requirements as may be reasonably imposed by the Village. Craft Grower shall deliver to the Village a copy of its plans and the Village hereby represents and warrants it will use its best efforts to keep all documents confidential. The security plan shall include facility access controls, surveillance systems, on-site security personnel, and other security measures required by State and local regulations. The security plan shall be reviewed and approved by the Elk Grove Village Police Department.

5.02 Security Connection. Craft Grower shall provide a Direct Connect of security and fire alarm systems to Northwest Central Dispatch, as well as a video feed to the Elk Grove Village's Police Department, as well as any necessary equipment needed for the Elk Grove Village Police Department to view the video feed.

5.03 Video Camera Security System. Craft Grower shall provide the Elk Grove Village Police Department with direct access to their facility's video camera security system. Moreover, the Craft Grower shall maintain and store video footage for a total of thirty (30) days. Video footage shall be provided both inside and outside of the facility. Outside video feed shall include coverage of the Craft Grower's entrance, parking lots, and loading dock. Should the Elk Grove Village Police Department need additional hardware and software to access the Craft Grower video camera security system, Craft Grower will be required to provide the Elk Grove Village Police Department with necessary hardware and software.

5.04 On-site Security Personnel. Craft Grower shall provide on-site security personnel during normal hours of operation.

5.05 Sprinkler & Fire Alarm System. Craft Grower shall be required to install an approved automatic sprinkler and fire alarm system throughout the entire Building.

5.06 Inspection. Craft Grower shall be subject to random inspections by the Department of Agriculture, Department of the State Police, and Elk Grove Village inspectors.

VI

FEES / CONTRIBUTIONS

6.01 Village Fee. Craft Grower hereby acknowledges that the Village will incur certain extraordinary costs as a result of the location of a Craft Grow Facility in the Village's Business Park. Such extraordinary costs include, but are not limited to costs for increased Police protection and monitoring, increased Fire Department monitoring, as well as increased costs of other departments necessarily incurred to protect and maintain the health, safety and welfare of Village residents. In this regard, Craft Grower agrees to pay to the Village a fee, the designation of such as a sales or use tax, impact fee or otherwise to be determined at a later date giving due consideration to applicable State regulations concerning said fees.

Irrespective of the determined designation, the Village Fee payable directly to Elk Grove Village shall be a designated percentage of the gross sales of the Craft Grower to all approved dispensing facilities, payable monthly. The Village Fee shall be as follows, where Year One shall mean the 12-month period beginning with the 1st month for which the Agreement is in effect, and each subsequent Year shall be the 12-month period beginning with the corresponding month in subsequent calendar years:

Year One: 1.0% of the gross sales of the Craft Grower

Year Two : 1.5% of the gross sales of the Craft Grower

Year Three: 2.0% of the gross sales of the Craft Grower

Year Four and thereafter: 3.0% of the gross sales of the Craft Grower.

Craft Grower shall submit to the Village a copy of the tax return required to be filed with the Illinois Department of Revenue with respect to its operations at the Building, which return shall set forth the gross sales for each monthly period submitted. The return shall be accompanied by payment to the Village the fee as above set forth.

Should the designation of the fee be challenged by the State or any other party for whatever reason, Craft Grower shall not object or challenge any re-designation, it being understood that the Village is entitled to such payment, irrespective of form or designation.

6.02 Community Contributions. Starting on February 28, 2025, and prior to February 28th each year thereafter, Craft Grower shall provide an annual donation in the amount of Five Thousand U.S. dollars (\$5,000) to the Village of Elk Grove Village for community events and outreach. In addition, Craft Grower shall provide annual donations in the amount of Two Thousand Five Hundred U.S. dollars (\$2,500) to each of the following organizations or programs:

- Kenneth Young Youth Center for drug and mental health treatment programs; and
- Elk Grove Village Cares.

The Village reserves the right to reallocate the annual donations based upon need and requirements. While the initial community groups are listed above, the Village reserves the right to modify the list of community organizations, and may also add additional community organizations while redistributing the allocation allotment.

The Community Contributions, shall be subject to renegotiating by the parties on the tenth (10th) anniversary of the Commencement Date, provided the Agreement is so extended. In the event the parties are unable to agree upon new terms within thirty (30) days after the tenth (10th) anniversary, then this Agreement shall terminate one hundred twenty (120) days thereafter. In no event shall any new Community Contribution be less than the current Total Community Contributions.

VII

GENERAL PROVISIONS

7.01 Default. If any Party to this Agreement shall fail to perform any of its obligations under this Agreement, the other non-defaulting Party may notify, in writing, the defaulting Party and advise of the alleged failure and demand that same be remedied or cured. No default or breach of this Agreement shall be deemed committed if the breach or default is remedied within thirty (30) days, of receipt of such notice. If the defaulting party fails to remedy the default within thirty (30) days, the non-defaulting party may seek such remedies that are available in a court of law, including specific performance.

7.02 Entire Agreement / Amendment. This Agreement constitutes the entire agreement between the parties and there are no oral or parole agreements, representations or inducements existing between the parties which are not expressly set forth herein and covered hereby. This Agreement may not be amended or modified except by written agreement signed by all of the parties.

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

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

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

To Craft Grower:

Jake Stegenga
Chief Executive Officer
Big Bluestem Ventures, LLC
2S383 Riverside Ave
Warrenville, IL 60555

With copies to:

Saul Ewing LLP
161 North Clark Street
Chicago, IL 60601
Attention: Adam Fayne, Esq.
Email: Adam.Fayne@saul.com

To the Village:

Village of Elk Grove Village
901 Wellington Avenue
Elk Grove, IL 60007-3499
Attn: Village Manager

With copies to:

Village Attorney
Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007-3499

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

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

7.07 Assignment. Craft Grower may not assign, or otherwise transfer all or any part of its interest in the Agreement or in the Village License without the prior written consent of the Village; provided, however, that the Craft Grower may assign its interest without consent to its parent company, any subsidiary or affiliate of it or its parent company.

Notwithstanding anything to the contrary contained in this Agreement, Craft Grower may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Craft Grower (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) Has obligations evidenced by bonds, debentures, notes, or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

7.08 Term / Renewal.

- A. Term. The term of this Agreement shall commence upon execution by both parties and terminate on the tenth (10th) anniversary of the Commencement Date (the “Term”), unless otherwise extended.

- B. Option to Extend. The term of this Agreement shall be automatically renewable for a total of two (2) ten (10) year terms (“Renewal Terms”) each following the original term or any renewable term at the annual fee structure stated below and otherwise upon the same terms and conditions stated in this Agreement. If Craft Grower desires not to extend any subsequent term of the Agreement, it shall give the Village written notice of its intention not to extend the term at least ninety (90) days prior to the expiration of the then current term whereupon the Agreement shall be deemed canceled upon the expiration of the then current term.

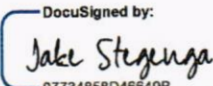
- C. Termination. Should the Act be repealed, then this Agreement shall terminate and Craft Grower shall cease doing business in the Village. Should the State enact new legislation enabling this Program (or its successor) to continue, then, so long as Craft Grower maintains a valid License and valid Village License, this Agreement shall automatically be renewed annually for each and every year subsequent to the date wherein this Agreement is continued. Notwithstanding the above referenced

termination by Craft Grower upon expiration of the current term, Craft Grower shall have the right to terminate this Agreement by giving the Village written notice of its intention to terminate at least ninety (90) days prior to the termination date in effect.

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

BIG BLUESTEM VENTURES, LLC
An Illinois Limited Liability Company

VILLAGE OF ELK GROVE VILLAGE,
An Illinois Municipal Corporation

DocuSigned by:

By: _____
Its Chief Executive Officer

By: _____
Its Mayor

ATTEST:

By: _____
Village Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF VACATION OF 10 FOOT PUBLIC UTILITIES AND DRAINAGE EASEMENT AT 2101-2105 LUNT AVENUE, 2139-2145 LUNT AVENUE, AND 1700 NICHOLAS BOULEVARD

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

Section 1: That approval is hereby given for a Plat of Vacation of easement for public utilities and drainage located over a portion of Lots 1, 2 and 3 in Polak’s Frutal Works Resubdivision, being a Resubdivision of part of Lot 17 in Centex Industrial Park Unit 3 in Section 35, Township 41 North, Range 11 east of the Third Principal Meridian, according to the Plat thereof recorded October 21, 1975 as document number LR2836212, in Cook County, Illinois, a copy of which is attached hereto and made a part hereof as if fully set forth.

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

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PARCEL INDEX NUMBERS
 08-35-104-078-1001
 08-35-104-063-0000
 08-35-104-062-0000



0' 20' 40' 80'
 SCALE: 1" = 40'
 BASIS OF BEARINGS
 ILLINOIS STATE PLANE COORDINATES
 (EAST ZONE NAD 83)

ABBREVIATIONS

XXX.XX' MEASURED DIMENSION
 (XXX.XX') RECORD DIMENSION
 A ARC LENGTH
 R RADIUS
 DOC. DOCUMENT
 NO. NUMBER
 P.I.N. PARCEL INDEX NUMBER
 R.O.W. RIGHT OF WAY

LEGAL DESCRIPTION OF EASEMENT

THE SOUTH 10 FEET (AS MEASURED PERPENDICULAR TO THE SOUTH LINE THEREOF) OF LOTS 1, 2 AND 3 IN POLAK'S FRUITAL WORKS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 17 IN CENTEX INDUSTRIAL PARK UNIT 3 IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 1975 AS DOCUMENT NUMBER LR2836212, IN COOK COUNTY, ILLINOIS.

VILLAGE BOARD CERTIFICATE

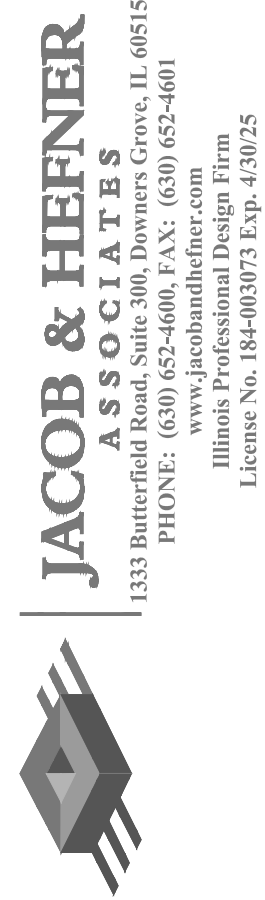
STATE OF ILLINOIS)
) SS
 COUNTIES OF COOK AND DUPAGE)

VACATION OF 10 FT. EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

THIS _____ DAY OF _____, 2024 A.D.

BY: _____
 MAYOR

ATTEST: _____
 VILLAGE CLERK

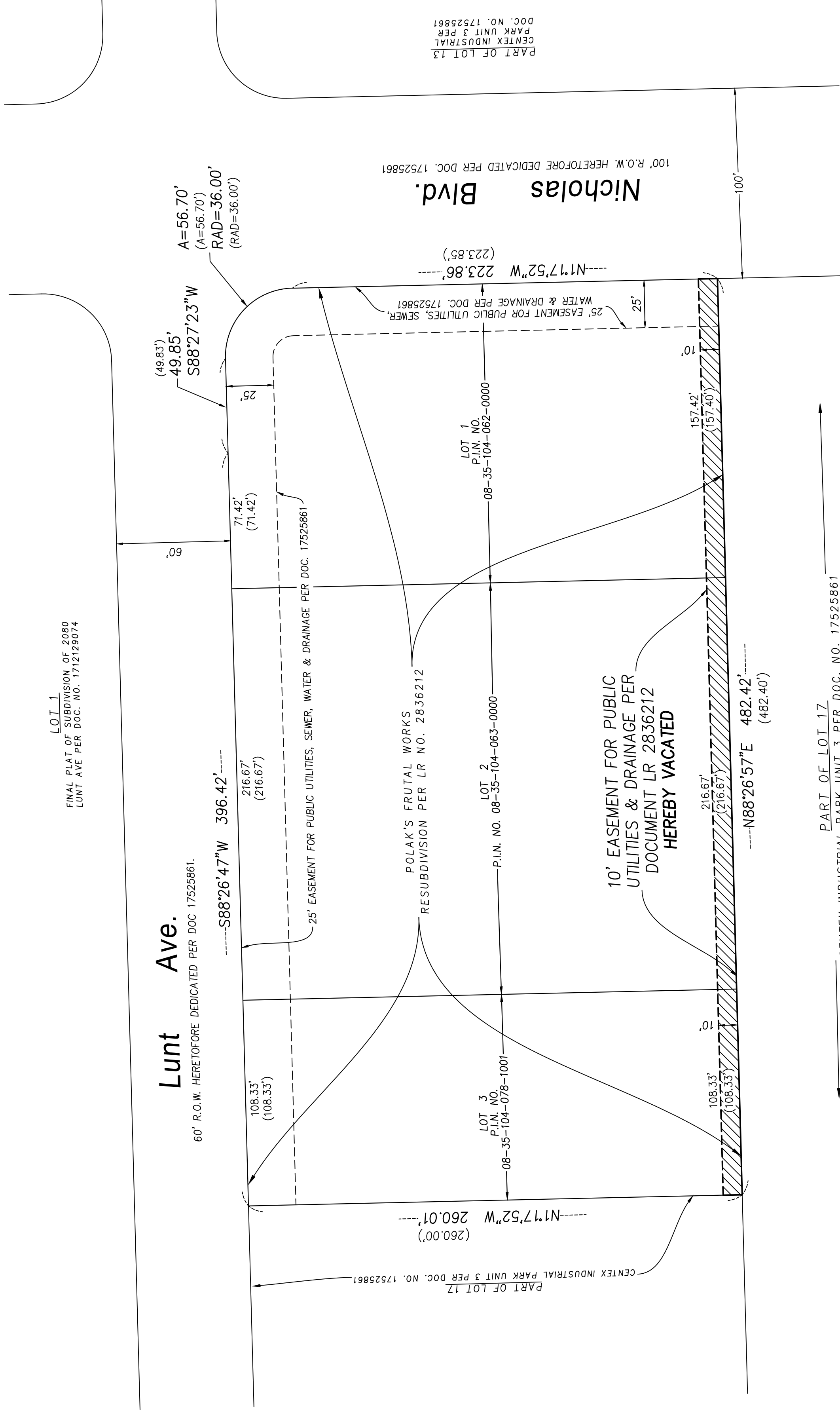


PLAT OF VACATION OF 10 FOOT PUBLIC UTILITIES AND DRAINAGE EASEMENT

OVER A PORTION OF LOTS 1, 2 AND 3 IN POLAK'S FRUITAL WORKS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 17 IN CENTEX INDUSTRIAL PARK UNIT 3 IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 1975 AS DOCUMENT NUMBER LR2836212, IN COOK COUNTY, ILLINOIS.

LOT 1
 FINAL PLAT OF SUBDIVISION OF 0688
 LUNT AVE PER DOC. NO. 1712128074

Lunt Ave.
 60' R.O.W. HERETOFORE DEDICATED PER DOC. 17525861.



PART OF LOT 13
 CENTEX INDUSTRIAL
 PARK UNIT 3 PER
 DOC. NO. 17525861

Nicholas Blvd.
 100' R.O.W. HERETOFORE DEDICATED PER DOC. 17525861

PART OF LOT 17
 CENTEX INDUSTRIAL PARK UNIT 3 PER DOC. NO. 17525861

COMMONWEALTH EDISON COMPANY CERTIFICATE

VACATION OF 10 FT. EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED.

THIS _____ DAY OF _____, 2024

BY: _____
 COMMONWEALTH EDISON COMPANY

ILLINOIS BELL TELEPHONE COMPANY dba AT&T ILLINOIS

VACATION OF 10 FT. EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED.

THIS _____ DAY OF _____, 2024

BY: _____
 ILLINOIS BELL TELEPHONE COMPANY dba AT&T ILLINOIS

NORTHERN ILLINOIS GAS COMPANY (NICOR)

VACATION OF 10 FT. EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED.

THIS _____ DAY OF _____, 2024

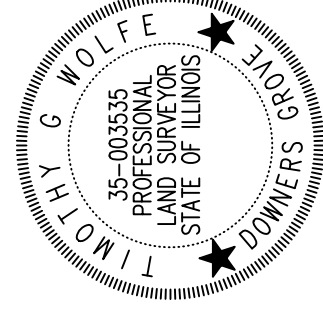
BY: _____
 NICOR GAS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT AT THE REQUEST OF THE OWNERS, I, TIMOTHY G. WOLFE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT OF EASEMENT VACATION FOR THE USES AND PURPOSES HEREON SET FORTH.

GIVEN UNDER MY HAND AND SEAL, THIS 13th DAY OF FEBRUARY, 2024



TIMOTHY G. WOLFE
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003535
 JACOB & HEFNER ASSOCIATES, INC.
 MY LICENSE EXPIRES NOVEMBER 30, 2024

| | |
|----------------|------------------|
| Survey No.: | G 4 1 7 |
| Ordered By: | BCGI |
| Description: | Plat of Vacation |
| Date Prepared: | October 27, 2022 |
| Scale: | 1" = 40' |
| Prepared By: | TRP |