



**AGENDA**  
**REGULAR VILLAGE BOARD MEETING**  
SEPTEMBER 10, 2024  
7:00 PM

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**INVOCATION**

**3. APPROVAL OF MINUTES OF AUGUST 13, 2024**

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

**5. ACCOUNTS PAYABLE WARRANT:**      AUGUST 31, 2024            \$ 8,071,007.91  
   SEPTEMBER 10, 2024        \$ 1,563,687.52

**6. CONSENT AGENDA**

- a. Consideration of a request from the Kenneth Young Center, 1001 Rohlwing Road, seeking a waiver of permit fees for the installation of an electric vehicle charging station in the amount of \$120.

(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.)

- b. Consideration of a request from Trinity Gospel Church, 1900 Nerge Road, seeking a waiver of permit fees to sealcoat and restripe the parking lot in the amount of \$171.

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

(The Director of Community Development recommends approval.)

- c. Consideration of a request from the Elk Grove High School Band Association at Elk Grove High School, located at 500 W. Elk Grove Boulevard, to waive business license fees for a holiday tree and wreath sale commencing on November 22, 2024 in the amount of \$200.

(The Elk Grove Band Association utilizes this sale as a fundraiser for the band and orchestra programs at Elk Grove High School.  
(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 the Prairie Lake School, located at 408 E. Devon Avenue, to waive FY 2024-25 business license fees in the amount of \$200.

(The Prairie Lake School is seeking a waiver of FY2024-25 business license fees related to the school's resale of food and general retail.  
(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.)

- e. Consideration of requests from the Elk Grove Park District, 499 Biesterfield Road, to waive permit fees in the amount of \$828 for the following projects:

- Sealcoat and stripe the parking lot at the Administration Building, 499 Biesterfield Road, in the amount of \$225;
- Sealcoat and stripe the north parking lot at the Pavilion Community Center, 1000 Wellington Avenue, in the amount of \$475; and
- Sealcoat and stripe the portion of the parking lot used by the Park District at St. Julian Eymard Catholic Church, 601 Biesterfield Road, in the amount of \$128.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.  
(The Director of Community Development recommends approval.)

- f. Consideration of a request from Our Lady of the Blessed Sacrament Parish, located at 750 W. Elk Grove Boulevard, to waive a Class D Temporary Liquor License Fee and Food Caterer License Fee for the Queen of the Rosary School Trunk or Treat/Family Fun Fest in the total amount of \$2,200.

(The event will be held on Saturday, October 26, 2024.  
(The fee for a Class D Liquor License is \$2,100.  
(The fee for a Food Caterer License is \$100.  
(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.)

- g. Consideration to award a sole source purchasing contract to Air One Equipment, Inc. of South Elgin, IL for the purchase of a PPE decontamination washer in the amount of \$35,268.00 from the Foreign Fire Fund.

(The current Foreign Fire Budget includes funding for the purchase of a PPE Decon Washer.  
(The use of this decontamination washer will ensure the efficient and timely decontamination of SCBA equipment.  
(Air One Equipment, Inc. of South Elgin, IL, the sole local distributor of the Solo Rescue

Decon Washer.

(This equipment and its installation have been reviewed by the Foreign Fire Committee, the Public Works Department, and a General Contractor.

(Adequate funds are available in the FY25 Foreign Fire budget.

(The Fire Chief recommends approval.)

h. Consideration of the following:

- To concur with prior Village Board authorization and award a professional service contract to PerfectGift.com for coordination and distribution of \$200 gift cards to each Village household in the total amount of \$2,824,887; and
- To increase the General Fund budget in the amount of \$2,826,000.

(On Tuesday, August 13, 2024, the Mayor and Village Board announced that a \$200 gift card would be distributed to each household to offset the rising costs of food, gasoline, back to school supplies and other staples.

(With the two water bill relief initiatives and the second round of residential economic relief gift card initiatives, the Village has provided approximately \$12 million in direct economic assistance to the Elk Grove community over the last four years.

(The administration of the gift card program, including distribution, will cost \$2.50 per card for a total of \$202.50 per card.

(The Director of Finance recommends approval.)

i. Consideration to award a contract through the Suburban Purchasing Cooperative (SPC) Joint Purchasing Contract to Superior Road Striping Inc./HighStar Traffic of Bartlett, IL for the installation of thermoplastic roadway markings in the amount of \$46,810.27 from the General Fund.

(The Public Works Department is using thermoplastic to mark Village pavement.

(The thermoplastic is available through the Suburban Purchasing Cooperative (SPC) Joint Purchasing Contract from Superior Road Striping Inc./HighStar Traffic of Bartlett.

(Adequate funds are budgeted in the General Fund.

(The Public Works Department recommends approval.)

j. Consideration to award a professional service contract to Engineering Enterprises, Inc. of Sugar Grove, IL to perform a capital improvement water and sewer analysis for the amount of \$74,869 from the Water & Sewer Fund.

(A proposal was solicited from Engineering Enterprises, Inc. (EEI) of Sugar Grove, IL for professional services to complete a capital improvement water and sewer analysis.

(EEI proposes to furnish the necessary personnel, materials, and expertise to conduct the necessary investigations, analysis and calculations, along with exhibits, cost estimates and narrative, and to review the Village's existing water and sewer capital improvement and maintenance plans. The analysis will identify any major deficiencies, and produce a written report recommending any necessary adjustments to the Village's water connection fee, water and sewer rates and fee structure.

(EEI has successfully completed similar analysis for other communities in northern Illinois, most recently completing an analysis for the Village of Schaumburg, IL.

(The Director of Public Works recommends approval.)

- k. Consideration to award a professional service contract to Lyons & Pinner Electric Company, Inc. of LaGrange, IL to design and extend electricity to the medians on Elk Grove Boulevard from Arlington Heights Road to Reverend Morrison Boulevard in the amount of \$37,548 from the Residential Enhancement Fund.

(On April 23, 2024, the Village Board awarded a contract to Lyons & Pinner Electric Company, Inc. of LaGrange, IL for the Residential Street Light Maintenance contract.

(The Village has sought a proposal from Lyons & Pinner Electric Company to design and extend the electricity from the residential street lights along Elk Grove Boulevard to the four medians between Arlington Heights Road and Reverend Morrison Boulevard.

(Funding for the work is available in the Residential Enhancement Fund.

(The Director of Public Works recommends approval.)

- l. Consideration to award a professional services contract to McFarlane Douglass & Companies of Burr Ridge, IL for the design and installation of Holiday Lighting and Decoration Services at Village Gateway Signs and Fountains contract in the amount of \$43,709.75 from the General Fund.

(McFarlane Douglass & Companies submitted a proposal for the professional design, installation and maintenance of holiday lighting and decorations for the Village's gateway signs and fountains.

(The proposal includes the professional design, installation and maintenance of holiday lighting and decorations at twelve (12) Village locations.

(McFarlane Douglass & Companies has successfully provided landscape & holiday design and decorations services for a number of municipalities and private businesses throughout the Chicagoland area.

(Adequate funds are available in the General Fund.

(The Director of Public Works recommends approval.)

- m. Consideration to waive the formal bidding process and award a purchase contract to Oak Brook Toyota in Westmont, IL for the purchase of a 2024 Toyota Highlander Hybrid SUV in the amount of \$51,645.03 from the Capital Replacement Fund.

(Funds have been allocated in the FY2025 Vehicles Licensed Fund to purchase a New 2024 Toyota Highlander Hybrid SUV to replace a 2017 Ford Explorer with high mileage for the Village Managers Office.

(The Toyota Highlander Hybrid is available from Oak Brook Toyota in Westmont, IL in the amount of \$51,645.03.

(Oak Brook Toyota currently has a Highlander Hybrid being built with the appropriate specs and will be available for delivery in October 2024.

(This vehicle will help increase fuel efficiency and is an alternative option to the Ford Explorer.

(Adequate funds are available within the Capital Replacement Fund.

(The Director of Public Works recommends approval.)

- n. Consideration to award a professional services contract to HR Green of McHenry, IL for engineering/bidding services, construction observation and project management services related to the demolition and restoration of property located at 25 Turner Avenue in an amount not to exceed \$99,180 from the Capital Projects Fund.

(HR Green, Inc. submitted a proposal to provide the necessary engineering/bidding,



construction observation and project management services for the demolition and site restoration for property located 25 Turner Avenue.

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

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

(The Village Manager recommends approval.)

- o. Consideration to award a professional service contract to Rebechini Studios, Inc. of Elk Grove Village, IL to rehabilitate the Soldier Memorial Monument at Veterans Memorial Park for the amount of \$32,836 from the Capital Projects Fund.

(Rebechini Studios, Inc., of Elk Grove Village, IL has provided the Village with a quote to rehabilitate the Soldier Memorial Monument at Veterans Memorial Park for the amount of \$32,836.

(Adequate funds are available in the Capital Projects Fund.

(The Director of Public Works recommends approval.)

- p. Consideration of the following amendments to the revised Fiscal Year 2025 budget:

- Amend the Fiscal Year 2025 General Fund Police Department in the amount of \$250,000 to cover costs associated with Elk Grove Cares;
- Amend the Fiscal Year 2025 Asset Seizure Fund Police Department in the amount of \$64,775 to cover police supplies;
- Amend the Fiscal Year 2025 Oakton Higgins TIF Fund in the amount of \$20,000 to cover legal services; and
- Amend the Fiscal Year 2025 budget for the reconciliation of outstanding encumbrances for a total of \$1,044,364.

(The increase in the General, Asset Seizure, and Oakton Higgins TIF Funds were from items inadvertently not included in the budget submission, while the encumbrance carryover is a cleanup of encumbrances on infrastructure projects paid at fiscal year-end.

(The Director of Finance recommends approval.)

- q. Consideration to adopt Ordinance No. 3862 granting a variation of Section 3-2-D: (1) of the Zoning Code to permit the installation of a covered Front Porch which will extend approximately nine (9) feet into the twenty-five (25') foot required front yard setback for property located at 265 Cottonwood Drive, Elk Grove Village.

(This item was discussed at the August 13, 2024 Village Board Meeting and currently appears under Unfinished Business.)

- r. Consideration to adopt Ordinance No. 3863 granting a Variation of Section 3-3-A (2) of the Zoning Code regarding the location of fences in a front yard and of Section 7-1 of the Zoning Code regarding Minimum Building Size in the I-2 Zoning District to permit a 6,790 Square Foot Building with a perimeter Security Fence to be located in the front yard of property located at 2500 Brickvale Drive (Casey's Retail Company).

(This item was discussed at the August 13 Village Board Meeting and currently appears under Unfinished Business.)

- s. Consideration to adopt Ordinance No. 3864 amending the Position Classification and Salary Plan of the Village of Elk Grove Village.

(This Ordinance removes one (1) Management Analyst/Senior Management Analyst from the Village Manager's Office and adds one (1) part-time Business Development Specialist in the Village Manager's Office, one (1) Fire Plan Reviewer in the Community Development Department, and one (1) part-time Assistant Mechanic in the Public Works Department.)

- t. Consideration to adopt Ordinance No. 3865 amending certain provisions of Title 3 chapter 16 of the Village Code with respect to inspections and documentation.

(The Village recently amended its inspection policies of local businesses by having the inspection process transferred to the Community Development Department.

(A review of the inspection process has, in addition, resulted in a determination that certain previously enacted regulations concerning the providing of certain medical documentation with respect to hotel room rental is not a necessary requirement and is thus being repealed.)

- u. Consideration to adopt Resolution No. 49-24 authorizing the Mayor and Village Clerk to execute a Sanitary Sewer Construction and Maintenance Agreement with Wingspan Development Group, LLC.

(As part of the planned redevelopment of the southeast corner of Arlington Heights Road and Higgins Road, a new sanitary sewer must be constructed to serve the development and maintain service to properties to the north.

(Due to various constraints of the planned redevelopment, the new sanitary sewer main must run through the interior of the site rather than its typical placement along the roadway.

(This agreement addresses the construction and maintenance of the new sanitary sewer main.

(The Village Attorney has reviewed this agreement and recommends approval.)

- v. Consideration to adopt Resolution No. 50-24 authorizing the Mayor and Village Clerk to execute a Redevelopment Agreement between the Village of Elk Grove Village and Nu-Way Industries, Inc. (Busse-Elmhurst TIF)

(This is a redevelopment agreement between the Village of Elk Grove Village and Nu-Way Industries, Inc.

(Nu-Way is a family-owned manufacturing business specializing in precision fabrication and assembly. They are relocating their operations and headquarters from two facilities in Des Plaines to 2301 Lunt Ave.

(As part of the relocation, Nu-Way is doing substantial rehabilitation to the 260,000-square-foot facility, which was formerly used for freight forwarding, in order to make it suitable for production needs.

(Nu-Way is also making significant improvements to the exterior of the building, including facade upgrades, landscaping, and site beautification.

(Nu-Way is bringing 250 FTE positions to the new facility and expects to add

approximately 20 new FTE positions as part of the move/consolidation.

(Nu-Way represents that it shall invest not less than \$9,000,000 into this relocation project.)

- w. Consideration to adopt Resolution No. 51-24 authorizing the Mayor to execute an Intergovernmental Agreement between the Village of Elk Grove Village and Cook County for the acceptance of \$250,000 in Invest In Cook funds toward the Tonne Road Reconstruction project.

(Attached is a copy of the Intergovernmental Agreement for the construction of the Tonne Road Reconstruction project, to be executed by and between Cook County and the Village of Elk Grove Village.

(The Village was awarded funding for the project from the County of Cook through their Invest in Cook Program in the amount of \$250,000.

(The Director of Public Works recommends approval.)

- x. Consideration to adopt Resolution No. 52-24 ratifying the Village Manager executing the Access, Drainage, and Signage Easement Agreement with Vue LA, LLC. (Arlington Heights and Higgins Road).

(The redevelopment of the properties on the southeast corner of Arlington Heights Road and Higgins Road is separated into two phases to allow for the relocation of existing retail tenants.

(The first phase of construction for the Vue is the construction of two new retail buildings along Higgins Road.

(During the first phase, Vue LA will take ownership of the property for the new retail buildings (Retail Property), while the Village maintains ownership of the property with the existing shopping center (Village Property).

(This agreement provides certain easements over the Retail Property to allow for signage, access, and drainage for the Village Property during construction.

(The ratification of this agreement by the Village Board will formally validate the agreement, in preparation for its recordation with Cook County.)

- y. Consideration to adopt Resolution No. 53-24 authorizing the Mayor and Village Clerk to execute a First Amendment to the Development and Operating Agreement for a Craft Grow Facility between the Village of Elk Grove Village and Kannavir Innovations 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 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.

(The Village approved a Development and Operating Agreement for a Craft Grove Facility with Kannavir Innovations LLC on April 14, 2020.

(This amendment updates the agreement to be consistent with the Village's current requirements for the operation of a Craft Grow facility.)

- z. Consideration to adopt Resolution No. 54-24 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 Craft Sales R Us, LLC., DBA Echelon Grow.

(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.)

- aa. Consideration to adopt Resolution No. 55-24 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 2374 Estes.

(The Law Offices of Sarnoff Property Tax, on behalf of their client Wolf Family Enterprises, (Applicant) is seeking a Cook County Class 6B property tax exemption for property located at 2374 Estes Avenue.

(The Applicant intends to purchase and occupy the 21,984 square foot building to operate an industrial use building for the purpose of remanufacturing aluminum wheels as well as the warehousing and distribution of the same.

(Wolf Family Enterprises, commonly known as Chicago Wheel Service, plans to use this location to expand its current operations to meet demand. This facility will add five to seven employees within the first three years.

(The Applicant will refurbish the building to increase its functionality and improve the exterior aesthetics at an estimated cost of \$150,000.

(Improvements include a new façade on the east elevation of the building, updated landscaping and added signage. In addition, the Applicant will repair the parking lot, remove two front parking stalls in the 25’ setback, and put in a new concrete dock drive and aprons. The Applicant will also clean out the rear drainage ditch.

(The eligibility requirements for 6B status are new construction, substantial rehabilitation or buildings that have been vacant for a period of time. This site qualifies as it includes a purchase for value with a vacancy of greater than 12 continuous months and substantial rehabilitation.

(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 & 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 on the Applicant completing the improvements stated in their application.

(The Director of Business Development & Marketing recommends issuing a Letter of

Receipt.)

- bb. Consideration to adopt Resolution No. 56-24 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 2400 Devon.

(The Law Offices of Zeidman & Carpenter PLLC, on behalf of their client Hanover Displays Inc, (Applicant) is seeking a Cook County Class 6B property tax exemption for property located at 2400 East Devon Avenue.

(The Applicant intends to purchase and occupy the 55,000 square foot building used for a local manufacturing business, building passenger information systems for both public and private transit markets.

(Hanover Displays Inc. needs more space to fit its growth plans. This facility will have 23 new full-time employees within the first five years.

(The Applicant will refurbish the building to increase its functionality and improve the exterior aesthetics at an estimated cost of \$971,061.

(Improvements include a new façade, updated landscaping, and new exterior lighting. In addition, the Applicant will repair the parking lot, add new storm drains, add new ADA-accessible walkways to the front entryways, and put in a new concrete dock drive and aprons. The Applicant will also clean out the rear drainage ditch.

This will include the removal and replacement of existing concrete aprons, the removal and replacement of landscaping, the removal and replacement of a parking lot, new front windows, a new concrete sidewalk and stairs to connect all existing main doors, new signage, new metal soffits, and power washing and painting of the exterior along with new installations and an updated facade.

(The eligibility requirements for 6B status are new construction, substantial rehabilitation or buildings that have been vacant for a period of time. This site qualifies as it includes a purchase for value with a vacancy of approximately seven continuous months and substantial rehabilitation.

(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 & 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 on the Applicant completing the improvements stated in their application.

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

- cc. Consideration to adopt Resolution No. 57-24 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 135 Bond.

(The Law Offices of Sarnoff Property Tax, on behalf of their client Woodley Bond St

LLC, (Applicant) is seeking a Cook County Class 6B property tax exemption for property located at 135 Bond Street.

(The Applicant plans to purchase and occupy the 12,000-square-foot building, which may also be partially leased to others. Woodley Bond St LLC plans to utilize the building for the assembly, warehousing, and distribution of wood flooring.

(Woodley Bond St LLC, commonly known as Mastercraft Custom Floors Inc. needs more space to fit its growth plans and plans to move its entire operation to this location. This facility will add two to three employees within the first two years.

(The Applicant will refurbish the building to increase its functionality and improve the exterior aesthetics at an estimated cost of \$300,000.

(Improvements include a new façade, updated landscaping, and new exterior lighting. In addition, the Applicant will repair the parking lot, add new storm drains, add new ADA-accessible walkways to the front entryways, and put in new concrete dock drives and aprons. The Applicant will also clean out the rear drainage ditch.

(The eligibility requirements for 6B status are new construction, substantial rehabilitation, or buildings that have been vacant for a period of time. This site qualifies as it includes a purchase for value with a vacancy of greater than 24 continuous months and substantial rehabilitation.

(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 & 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 on the Applicant completing the improvements stated in their application.

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

- dd. Consideration to adopt Resolution No. 58-24 authorizing the Mayor and Village Clerk to execute a First Amendment to a TIF Redevelopment Agreement between the Village of Elk Grove Village and AGG Properties, LLC. (Busse-Elmhurst TIF)

(AGG Properties had represented to the Village that it plans to facilitate the development of a new truck and passenger vehicle fueling station with convenience store on 2400 Landmeier Road, with a portion of the development also covering 2300 E. Higgins.

(The Developer and fueling station operator were unable to agree to terms.

(This amendment allows the Developer additional time to find a different fueling station and convenience store provider or such other use approved by the Village.)

## **7. REGULAR AGENDA**

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

- a. PC Docket #24-3 - Consideration of a petition submitted by Harry & Sandra Stavros seeking a Special Use Permit for modifications to a Planned Unit Development by altering the existing site plan for the construction and addition of a new accessory structure on property located at 624 Carroll Square. (PH 09-09-2024)

- b. PC Docket #24-4 - Consideration of a petition from Concentra Health Services seeking a Special Use Permit to operate an occupational healthcare facility (medical clinic) in the I-1 Zoning District located at 511 Busse Road. (PH 09-30-2024)
- c. Consideration of a petition seeking a Special Use Permit to construct an electrical substation for the property located at 101 Northwest Point. (Public Hearing date has yet to be determined.)
- d. Consideration of a petition seeking for Rezoning and associated variations to develop an affordable rental independent living community for seniors at 750 S. Arlington Heights Road. (Public Hearing date has yet to be determined.)
- e. Consideration of a petition submitted by Riverpoint Property Trust, LLC seeking for Rezoning from I-2 to I-1 for property located at 751 Pratt Boulevard. (Public Hearing date has yet to be determined.)
- f. Consideration of petitions seeking 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. (Public Hearing date has yet to be determined.)
- g. Consideration of a Petition for Special Use Permit for an amendment to the existing Planned Unit Development at Carroll Square Apartments for the construction of a new garage accessory structure at 648 Carroll Square. (Public Hearing date has yet to be determined.)
- h. Consideration of a Petition for Resubdivision and associated variations for a data center campus development at 1701 Midway Court. (Public Hearing date has yet to be determined.)
- i. Consideration of a Petition for Resubdivision and a Special Use Permit for the properties located at 2355 Greenleaf Avenue, 2395 Greenleaf Avenue, and 2461 Greenleaf Avenue. (Public Hearing has yet to be determined.)

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

- a. ZBA Docket #24-5 - A Public Hearing for a variation to the Elk Grove Village Zoning Ordinance as it pertains to permitted locations of a fence in residential zoning districts for property located at 699 Chelmsford Lane. (PH 08-22-24)
- b. ZBA Docket #24-6 - A Public Hearing for a variation to the Elk Grove Village Zoning Ordinance as it pertains to permitted locations of a fence in residential zoning districts for property located at 793 Delphia Court. (PH 08-22-24)

**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 paperwork to allow a Covered Front Porch in the required front yard setback for property located at 265 Cottonwood Drive.
  - b. Village Attorney - Prepare the necessary documents for the fence variation for property located at 2500 Brickvale Drive (Casey's Retail Company).
- 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 GRANTING A VARIATION OF SECTION 3-2-D: (1) OF THE ZONING CODE TO PERMIT THE INSTALLATION OF A COVERED FRONT PORCH WHICH WILL EXTEND APPROXIMATELY NINE (9') FEET INTO THE TWENTY-FIVE (25') FOOT REQUIRED FRONT YARD SETBACK FOR PROPERTY LOCATED AT 265 COTTONWOOD DRIVE, ELK GROVE VILLAGE**

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**WHEREAS**, the Zoning Board of Appeals, of the Village of Elk Grove Village, at a public hearing duly called and held according to law, considered the question of granting a variation of Section 3-2-D: (1) of the Zoning Code with respect to structures in the required front yard; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Elk Grove Village, after having considered the recommendation and finding of said Zoning Board of Appeals, find and believe that sufficient hardship exists to grant the variation as requested.

**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 there be granted a variation of Section 3-2-D: (1) of the Zoning Code to permit the installation of a Covered Front Porch which will extend approximately nine (9') feet into the twenty-five (25') foot required front yard setback for property located at 265 Cottonwood Drive, Elk Grove Village.

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

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**APPROVED:**

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

**ATTEST:**

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A VARIATION OF SECTION 3-3-A (2) OF THE ZONING CODE REGARDING THE LOCATION OF FENCES IN A FRONT YARD AND OF SECTION 7-1 OF THE ZONING CODE REGARDING MINIMUM BUILDING SIZE IN THE I-2 ZONING DISTRICT TO PERMIT A 6,790 SQUARE FOOT BUILDING WITH A PERIMETER SECURITY FENCE TO BE LOCATED IN THE FRONT YARD OF PROPERTY LOCATED AT 2500 BRICKVALE DRIVE (CASEY’S RETAIL COMPANY)**

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WHEREAS, the Zoning Board of Appeals, of the Village of Elk Grove Village, at a public hearing duly called and held according to law, considered variations of the Zoning Code of the Village which would permit a 6,790 square foot building in the I-2 Zoning District with a perimeter fence to be located in the front yard for property located at 2500 Brickvale Drive; and

WHEREAS, the Mayor and Board of Trustees of the Village of Elk Grove Village, after having considered the recommendation and finding of said Zoning Board of Appeals, find and believe that sufficient hardship exists so as to justify the granting of said variation.

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:** Pursuant to a public hearing and recommendation of the Zoning Board of Appeals, there is hereby granted a variation of section 3-3-A (2) of the Zoning Code as it relates to the location of fences and a variation of section 7-1 of the Zoning Code as it relates to building size in the I-2 Zoning District to Carey’s Retail Company to permit a 6,790 square foot building together with a perimeter security fence to be located in the front yard of property located at 2500 Brickvale Drive, Elk Grove Village.

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

VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2024

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2024

APPROVED:

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

ATTEST:

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING POSITION CLASSIFICATION AND SALARY PLAN OF THE VILLAGE OF ELK GROVE VILLAGE (BUSINESS DEVELOPMENT SPECIALIST, MANAGEMENT ANALYST/SR. MANAGEMENT ANALYST-VILLAGE MANAGER’S OFFICE; FIRE PLAN REVIEWER-COMMUNITY DEPARTMENT; AND ASSISTANT MECHANIC-PUBLIC WORKS DEPARTMENT)**

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

**Section 1:** That the Position Classification and Salary Plan of the Village of Elk Grove Village be and the same is hereby amended to read as follows:

**Permanent Authorized Positions**

<b>Village Manager’s Office</b>	<b>Current</b>	<b>Delete Full-Time</b>	<b>Add Full-Time</b>	<b>Total August 19, 2024</b>
<b>Management Analyst/ Senior Mgmt. Analyst</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>1</b>

<b>Village Manager’s Office</b>	<b>Current</b>	<b>Delete Part-Time</b>	<b>Add Part-Time</b>	<b>Total August 19, 2024</b>
<b>Business Dev. Specialist</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>

<b>Community Dev. Department</b>	<b>Current</b>	<b>Delete Full-Time</b>	<b>Add Full-Time</b>	<b>Total September 2, 2024</b>
<b>Fire Plan Reviewer</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>

<b>Public Works Department</b>	<b>Current</b>	<b>Delete Part-Time</b>	<b>Add Part-Time</b>	<b>Total September 2, 2024</b>
<b>Assistant Mechanic</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>

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

VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2024

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024

**APPROVED:**

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

ATTEST:

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE SPECIFIC PAY PLAN POSITIONS FOR THE VILLAGE OF ELK GROVE VILLAGE**

---

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

**Section 1:** That the hourly wage for Custodian, Porter, PT Fire Inspector and PT Assistant Mechanic positions of the Village of Elk Grove Village shall be and are hereby established as follows:

<b>POSITION</b>	<b>PROBATIONARY HOURLY RATE</b>	<b>REGULAR HOURLY RATE</b>
<b>Custodian</b>	<b>\$22.18</b>	<b>\$22.52</b>
<b>Porter</b>	<b>\$19.06</b>	<b>\$20.95</b>
<b>Fire Inspector</b>	<b>\$37.17</b>	<b>\$37.17</b>
<b>Assistant Mechanic</b>	<b>\$29.68</b>	<b>\$29.68</b>

**Section 2:** That the hourly salary for Interns for the Village of Elk Grove Village shall be and are hereby amended as follows:

<b>POSITION</b>	<b>DEPARTMENT</b>	<b>HOURLY RATE</b>
<b>Intern</b>	<b>Health, Community Development, Public Works (Engineering)</b>	<b>\$17.77 per hour</b>
<b>Intern (Administrative)</b>	<b>Village Manager</b>	<b>\$21.70 per hour (First 6 Months) \$22.62 per hour (After 6 Months)</b>

**Section 3:** That the hourly salary for Summer Employees of the Village of Elk Grove Village shall be and are hereby amended as follows:

	<b>Rate FY 25</b>	<b>Rate FY 26</b>
<b>First Summer</b>	<b>\$16.00</b>	<b>\$17.00</b>
<b>Second Summer</b>	<b>\$17.00</b>	<b>\$18.00</b>
<b>Each Summer After</b>	<b>\$18.00</b>	<b>\$19.00</b>

**Section 4:** That the weekly salaries for School Crossing Guards of the Village of Elk Grove Village, during the 42 weeks of school, shall be and are hereby established as follows:

<b>PAYMENT FOR CROSSING GUARD REPORTING TWO (2) TIMES PER SCHOOL DAY</b>	<b>PAYMENT FOR CROSSING GUARD REPORTING THREE (3) TIMES PER SCHOOL DAY</b>	
<b>Probation (First 6 months)</b>	<b>\$187.22</b>	<b>\$280.83</b>
<b>Regular Status (Pass probation at 6 months)</b>	<b>\$195.71</b>	<b>\$295.53</b>

\*Illinois school districts have returned to in person learning thus this will be the prevailing pay structure for Crossing Guards. In the event that the Governor or any other recognized authorities issue new directives for school districts, this pay structure may change to address future needs.

**Section 5:** That the hourly salary for Cross Seasonal Employees of the Village of Elk Grove Village shall be and are hereby amended as follows:

**Cross-Seasonal** **\$22.18 per hour**  
*(\* Note: Position would be full-time for nine (9) months with benefits. It is included in the part-time ordinance since the position will only work 9 months as full-time.)*

**Section 6:** That this Ordinance shall be in full force and effect as of September 9, 2024 and upon 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**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF TITLE 3 CHAPTER 16 OF THE VILLAGE CODE WITH RESPECT TO INSPECTIONS AND DOCUMENTATION**

**WHEREAS**, The Village of Elk Grove Village recently amended its inspection policies of local businesses by having the inspection process transferred in the main to the Community Development Department; and

**WHEREAS**, A review of the inspection process has, in addition, resulted in a determination that certain previously enacted regulations are no longer viable concerns with respect to current health, safety, and welfare factors.

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

**Section 1:** That Section 3-16-B Inspections of the Village Code be amended to read as follows:

3-16-6 INSPECTIONS: It shall be the responsibility of the Community Development Department to make, or cause to be made, such inspections as may be necessary to ensure Compliance with the provisions of this Chapter and all other ordinances relating thereto.

**Section 2:** That Section 3-16-8 concerning Certified documentation be and is hereby repealed.

**Section 3:** That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**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 SANITARY SEWER CONSTRUCTION AND MAINTENANCE AGREEMENT WITH  
WINGSPAN DEVELOPMENT GROUP, LLC (ARLINGTON HEIGHTS AND HIGGINS  
ROAD)**

---

**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:

**SANITARY SEWER CONSTRUCTION AND MAINTENANCE 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 \_\_\_\_\_ 2024**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**APPROVED:**

---

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

**ATTEST:**

---

**Loretta M. Murphy, Village Clerk**

**THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:**

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

**Above Space for Recorder's Use Only**

**SANITARY SEWER CONSTRUCTION AND MAINTENANCE AGREEMENT**

THIS SANITARY SEWER CONSTRUCTION AND MAINTENANCE AGREEMENT ("**Agreement**"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between **WINGSPAN DEVELOPMENT GROUP, LLC**, an Illinois limited liability company ("**Wingspan**"), and **ELK GROVE VILLAGE, COOK AND DUPAGE COUNTIES, ILLINOIS**, an Illinois home rule municipal corporation ("**Village**") (collectively, Wingspan and the Village are the "**Parties**" and sometimes, individually, a "**Party**").

WITNESSETH:

WHEREAS, Village is the current holder of fee simple title to the real property described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, on or about January 23, 2024, Wingspan and the Village entered into an agreement (as amended, the "**Purchase and Sale Agreement**") authorizing Wingspan to acquire and develop the Property with a mixed-use development ("**Development**"); and

WHEREAS, as part of the Development, Wingspan must construct a sanitary sewer main ("**Sanitary Sewer**") across that portion of the Property generally depicted in **Exhibit "B"**; and

WHEREAS, the Parties desire to enter into an agreement addressing the construction and maintenance of the Sanitary Sewer and matters related to the Metropolitan Water Reclamation District of Greater Chicago ("**MWRD**"), including the MWRD permit and Schedule R, all as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the Parties hereto, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals and Exhibits.** The foregoing recitals and all exhibits attached to this Agreement are incorporated by this reference.
2. **Construction of Sanitary Sewer.** Wingspan shall, at its sole cost, construct the Sanitary Sewer in accordance with all applicable federal, state, and local laws, rules, and regulations, as amended, and the Purchase and Sale Agreement (collectively, "**Requirements of Law**"). Upon Wingspan's



completion of the Sanitary Sewer, Wingspan will notify the Village and the Village will (a) inspect the Sanitary Sewer for compliance with the Requirements of Law; and (b) upon confirming compliance with the Requirements of Law and Wingspan (i) satisfying the provisions of Section 3 and (ii) depositing with the Village the guaranty surety required by the Village of Elk Grove Village Municipal Code (“**Village Code**”), the Village will accept the Sanitary Sewer as a public improvement in accordance with the provisions of the Village Code.

3. **Sanitary Sewer Easement.** On or before the Village accepts the Sanitary Sewer as a public improvement, Wingspan will grant the Village, at no cost to the Village, an easement (“**Utility Easement**”) in a form and substance approved by the Village Attorney authorizing the Village to maintain, repair, and replace the Sanitary Sewer (collectively, “**Utility Work**”), together with the right of access across the Property to undertake the Utility Work, should Wingspan fail or refuse to timely or adequately undertake such Utility Work. The Utility Easement shall also authorize the Village to recover any costs and fees the Village incurs enforcing its rights under the Utility Easement including, without limitation, costs and fees incurred while performing the Utility Work. Wingspan shall reimburse all such costs to the Village no later than thirty (30) days after Wingspan’s receipt of invoice(s) for such costs. If Wingspan fails to remit payment in full in accordance with this Section, the Village may file all unpaid invoices, or parts thereof, together with the maximum interest rate permitted by law and the Village’s costs of collection, as a lien against the Property, and, without limiting other remedies available at law or in equity, the Village shall have the right to enforce and collect upon the lien in any manner provided for by law. For the avoidance of doubt, the Utility Easement will grant the Village the right to perform the Utility Work, but the Village will have no obligation under the Utility Easement or otherwise to undertake the Utility Work.

4. **Maintenance of Sanitary Sewer.** Throughout the construction of and on and after the date the Village accepts the Sanitary Sewer as a public improvement, Wingspan will, at its sole cost, be solely responsible for timely and fully performing all Utility Work in accordance with the Requirements of Law. For the avoidance of doubt, the Parties understand and agree that the Village’s acceptance of the Sanitary Sewer as a public improvement shall impose no affirmative obligation on the Village to undertake the Utility Work or any other work related to the Sanitary Sewer. Wingspan acknowledges and agrees that the Utility Work is solely its responsibility and any entry onto the Property by the Village or its contractors are an extraordinary circumstance brought about by (i) Wingspan’s own negligence concerning the Sanitary Sewer and/or the Utility Work; and or (ii) Wingspan’s own failure or refusal to undertake the Utility Work.

5. **MWRD Permit.** Wingspan shall be responsible, at its sole cost, for obtaining all applications and documents necessary to obtain the permit(s) necessary from MWRD to construct and operate the Development. Upon Wingspan’s request, the Village will execute and submit all necessary documentation required by applicable law for the submission for the MWRD permit; provided, however, that the Village shall not be required to incur any costs while supporting Wingspan’s MWRD permit application. Upon Wingspan acquiring title to any portion of the Property, Wingspan shall promptly submit a revised Schedule R along with the revised MWRD permit.

6. **Hold Harmless; Indemnification.** Wingspan, for itself, its successors, grantees, invitees and assigns, and for those claiming by, through or under any of them, hereby releases Village, its officers, directors, agents and employees (collectively, “**Indemnitees**”) from any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property), including, without limitation, reasonable attorneys’ fees and litigation costs incurred by the Indemnitees in connection therewith, that may arise from, result from or directly or indirectly relate to the construction, operation, maintenance, and repair of the Sanitary Sewer. Wingspan hereby agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, without limitation, reasonable attorneys’ fees and litigation costs)

incurred by the Indemnitees for injuries to persons (including, without limitation, loss of life) and for damage, destruction or theft of property which is directly or indirectly due to the activity, work or thing done, permitted or suffered by Wingspan in or about the Property, or for any act or omission of Wingspan, its successors, grantees, invitees and assigns and any of their officers, directors, employees, representatives and agents.

7. **Insurance.** Wingspan, at its sole cost and expense, shall purchase and keep in full force and effect during the Agreement's term:

(a) Commercial General Public Liability Insurance (including, but not limited to, contractual liability insurance covering, without limitation, Wingspan's indemnification obligations hereunder) in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of Two Million Dollars (\$2,000,000.00) and workers compensation in statutory amounts;

(b) Wingspan, simultaneously with the execution hereof, shall deposit with Village original insurance policies evidencing the foregoing coverages, together with satisfactory evidence of payment of the premiums thereon. All such insurance shall name the Indemnitees as additional insureds.

8. **Entire Agreement; Amendment; Controlling Law.** This Agreement contains the entire agreement of the Parties and cannot be amended or modified except by written agreement of both Parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

9. **No Transfer.** Wingspan shall not transfer, assign, pledge, or convey any of its rights or obligations hereunder without the prior written consent of Village. Any such transfer, assignment, pledge, or conveyance made without the prior written consent of Village shall be null and void and of no force or effect. Notwithstanding the foregoing, Wingspan shall be entitled to assign its rights and obligations under this Agreement to an entity that Wingspan owns or controls without the prior written consent of Village; provided, however, that Wingspan, by no later than 10 days after any such assignment, provides the Village written notice of the assignment and written proof that the assignment complies with this Section's terms.

10. **Miscellaneous.**

A. **Time of the Essence.** Time is of the essence in the performance of all of the terms and conditions of this Agreement.

B. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

C. **Non-Waiver.** Failure of either Party to this Agreement to insist upon the strict and prompt performance of the License, rights, restrictions, agreements and covenants contained in this Agreement shall not constitute or be construed as a waiver, abandonment or relinquishment of either Party's right thereafter to enforce any such License, rights, restrictions, agreements or covenants, and the same shall continue in full force and effect.

D. **No Third Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person or entity shall be made, or be valid, against the Village or Wingspan.

E. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though the Parties participated equally in the drafting of this Agreement.

As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.


F. Binding Effect. All obligations assumed by Wingspan under this Agreement shall be binding on Wingspan individually, on any and all of the Wingspan's successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property. Upon Wingspan acquiring title to any portion of the Property, this Agreement shall be recorded against that portion of the Property that Wingspan acquires.

G. Relationship. Nothing herein shall be construed to create or infer a partnership, joint venture, or agency relationship between the Parties or their successors or assigns or to render either Party liable for the debts or obligations of the other.

*[Signature page Agreement to follow]*

IN WITNESS WHEREOF, the Parties have signed, sealed and delivered this Agreement the day and year first above written.

**WINGSPAN DEVELOPMENT GROUP, LLC,**  
An Illinois limited liability company

By:   
Name: Gina Bertolini  
Its: Manager

**VILLAGE OF ELK GROVE VILLAGE,**  
An Illinois Municipal Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A - Legal Description of the Property**

PARCEL 1:

LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION PLAT OF PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 92476264, IN COOK COUNTY, ILLINOIS, EXCLUDING THAT PART OF SAID LOT 1 CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION PER FINAL JUDGEMENT ORDER FOR CONDEMNATION CASE NO. 94L50322 RECORDED AS DOCUMENT 00391601.

PARCEL 2:

THAT PART OF LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A LINE DRAWN FROM A POINT IN THE MOST EASTERLY LINE OF SAID LOT 1, 241.29 FEET NORTHERLY AS MEASURED ALONG SAID EASTERLY LINE OF THE SOUTHEASTERLY CORNER OF SAID LOT 1, TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT 1, 191.54 FEET NORTHERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 1, IN COOK COUNTY, ILLINOIS. EXCLUDING THAT PART OF SAID LOT 1 OBTAINED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY CONDEMNATION CASE NO. 94L50598

PARCEL 3:

THAT PART OF LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE MOST EASTERLY LINE OF SAID LOT 1, 241.29 FEET NORTHERLY AS MEASURED ALONG SAID EASTERLY LINE OF THE SOUTHEASTERLY CORNER OF SAID LOT 1, TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT 1, 191.54 FEET NORTHERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 1, IN COOK COUNTY, ILLINOIS. EXCLUDING THAT PART OF SAID LOT 1 CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY TRUSTEE'S DEED RECORDED AS DOCUMENT 94119736.

ALSO BEING DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP

41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MEDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1957 AS DOCUMENT NUMBER 16806228 ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH 09 DEGREES 41 MINUTES 05 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 95.76 FEET; THENCE NORTH 12 DEGREES 53 MINUTES 00 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE OF ARLINGTON HEIGHTS ROAD AS CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION PER DOCUMENT NUMBER 94119736 AND PER CONDEMNATION CASE NUMBER 94L50598, A DISTANCE OF 385.34 FEET TO A POINT OF CURVE; THENCE NORTHERLY A DISTANCE OF 222.36 FEET ALONG SAID EAST RIGHT-OF-WAY LINE, BEING THE ARC OF A 2945.57 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING NORTH 11 DEGREES 47 MINUTES 38 SECONDS EAST, A DISTANCE OF 222.31 FEET TO A POINT ON CURVE ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION RECORDED JUNE 30, 1992 AS DOCUMENT NUMBER 92476264; THENCE CONTINUING A DISTANCE OF 155.93 FEET, ALONG SAID EAST RIGHT-OF-WAY LINE AS CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION PER DOCUMENT NUMBER 00391601, BEING THE ARC OF A 2945.57 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING NORTH 15 DEGREES 28 MINUTES 23 SECONDS EAST, A DISTANCE OF 155.91 FEET TO A POINT ON THE CURVE; THENCE NORTHEASTERLY A DISTANCE OF 27.90 FEET, ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING NORTH 56 DEGREES 57 MINUTES 20 SECONDS EAST, A DISTANCE OF 25.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 72 ALSO KNOWN AS HIGGINS ROAD AS DEDICATED PER DOCUMENT NUMBER 16806228; THENCE SOUTH 83 DEGREES 04 MINUTES 42 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 195.93 FEET; THENCE SOUTH 13 DEGREES 50 MINUTES 46 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.15 FEET; THENCE SOUTH 82 DEGREES 45 MINUTES 10 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 397.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH SUBDIVISION; THENCE SOUTH 07 DEGREES 10 MINUTES 53 SECONDS WEST, ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 111.56 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 213.35 FEET, ALONG SAID EAST LINE, BEING THE ARC OF A 381.49 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING SOUTH 23 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 210.58 FEET; THENCE SOUTH 39 DEGREES 13 MINUTES 29 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 647.07 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 80 DEGREES 10 MINUTES 51 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 1, A DISTANCE OF 292.22 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

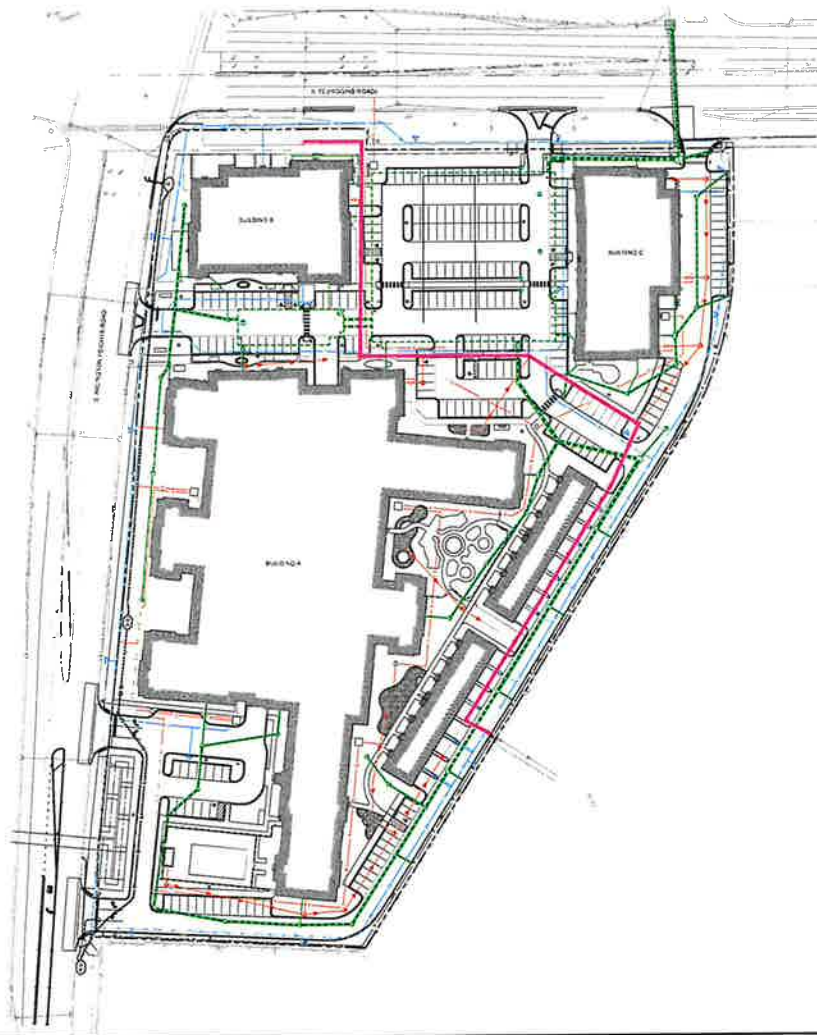
CONTAINING: 440,452 SQUARE FEET OR 10.112 ACRES, MORE OR LESS

**EXHIBIT B**

Depiction of Public Sanitary Sewer Location

[attached]

**EXHIBIT B -  
Depiction of Public  
Sanitary Sewer  
Location**



- UTILITY LEGEND**
- PROPOSED PUBLIC SANITARY SEWER
  - PROPOSED SANITARY SEWER
  - PROPOSED SANITARY CLEARCUT
  - PROPOSED WATER LINE
  - PROPOSED WATER VALVE BOX
  - PROPOSED STORM PIPE
  - PROPOSED STORM ISLAND
  - EXISTING SANITARY SEWER LINE
  - EXISTING WATER LINE
  - EXISTING EICOM PIPE
  - EXISTING FIREWDRANT
  - EXISTING WATER VALVE
  - EXISTING SANITARY MANHOLE

CONCRETE SURFACE	REQUIRED	PROVIDED
CONCRETE SURFACE - TOTAL	438 SQ FT	438 SQ FT
ASPHALT PAVEMENT - TOTAL	147 SQ FT	147 SQ FT



WINDREPAK  
ELK GROVE WOODS PLAZA  
11000 ELK GROVE BLVD., SUITE 100, ELK GROVE, CA 95757

**811**  
CALL BEFORE YOU DIG  
811

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**SITE UTILITY PLAN - OVERALL**

**C4.0**



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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE  
A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE  
VILLAGE AND NU-WAY INDUSTRIES, INC. (BUSSE-ELMHURST TIF – 2301 LUNT  
AVE)**

---

**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:

**REDEVELOPMENT 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 \_\_\_\_\_ 2024**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**APPROVED:**

---

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

**ATTEST:**

---

**Loretta M. Murphy, Village Clerk**

## **REDEVELOPMENT AGREEMENT**

**THIS REDEVELOPMENT AGREEMENT** (“Agreement”), is made and entered into as of the \_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the Village of Elk Grove Village, an Illinois home rule municipal corporation located in Cook and DuPage Counties, Illinois (“Village”), and Nu-Way Industries Inc., an Illinois corporation (“Nu-Way”). Nu-Way, together with the Village, are collectively referred to as the “Parties” and sometimes, individually, a “Party.”

### **RECITALS**

A. Pursuant to and in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILLS 5/11 - 74.4-1 *et seq.* (“Act”), in 2014, the Village adopted the Busse/Elmhurst Redevelopment Plan (“Plan”) and created the Busse/Elmhurst Redevelopment Project Area (“TIF District”) to stabilize and expand the Village’s tax base.

B. Nu-Way is a family-owned precision fabricating and assembly company that makes parts/products for other companies primarily from metal. Nu-Way is currently located in two buildings in Des Plaines with a combined footprint of 292,000 square feet and is seeking to relocate its headquarters and consolidate these operations into the approximately 260,000 square foot building located at 2301 Lunt Avenue in Elk Grove Village.

C. Nu-Way will bring 250 full-time equivalent jobs to the Village, including positions in corporate and support group jobs for engineering, production, quality and technology, as well as technicians, machine operators, inventory control, and quality inspector positions. Once completed, Nu-Way expects the new location in Elk Grove Village to enable the addition of 10 – 30 new full-time equivalent positions.

D. Nu-Way has agreed to enter into a lease agreement (“Lease”) for property located within the TIF District, consisting of approximately 260,000 square feet at 2301 Lunt Avenue, Elk Grove Village, Illinois, which is legally described in Exhibit A attached hereto (“Property”). Nu-Way’s Lease for the Property will be for a period of not less than ten (10) years commencing on or before October 31, 2024.

E. In order to utilize the Property, Nu-Way must invest significantly to upgrade the Property’s existing improvements (“Renovate”) to make the Property suitable for its production needs. Nu-Way has represented to the Village that the cost to relocate its operations and Renovate the Property are prohibitive, so the Village has agreed to provide certain assistance to help defray a

portion of those costs as specifically set forth herein.

F. Nu-Way has represented that but for the Assistance as set forth herein, the Project (as defined below) will not be financially feasible.

G. The Village is authorized to reimburse Nu-Way for certain Redevelopment Project Costs, as that term is defined in the Act, as set out in Exhibit B attached hereto (“Eligible Costs”).

H. The Village desires to facilitate the Project to attract additional private investment in the TIF District, ensure the ongoing stability of the Village’s taxing base for it and overlapping taxing districts, all of which will be in the best interests of the Village by furthering the health, safety, and welfare of its residents and taxpayers.

**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 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. All exhibits attached to this Agreement are incorporated by this reference.

**II**  
**MUTUAL ASSISTANCE**

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption by the Village of such ordinances and resolutions), as may be reasonably necessary or appropriate, in the judgment of the Village, 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**  
**REDEVELOPMENT PROJECT**

**3.01 Description of the Project.**

Nu-Way hereby agrees that it will enter into the Lease and commence its precision fabricating and assembly company (“Operations”) at the Property pursuant to the Lease on or before October 31, 2024 (“Commencement Date”). Nu-Way will conduct Operations continuously for a period of not less than ten (10) years beginning on the Commencement Date. The execution of the Lease, construction of necessary improvements, relocation of its equipment and materials to the Property, and the commencement of operations thereon are collectively referred to herein as the “Project.”

### **3.02 Project Assistance.**

The Village hereby agrees to provide the following assistance (“Assistance”) to Nu-Way to defray the Project’s Eligible Costs as set forth in Exhibit B attached hereto. Provided that Nu-Way is in compliance with the terms and conditions set forth in this Agreement, including, without limitation, Section 3.03, the Village shall pay the Assistance as follows:

A. Upon the Village’s issuance of the Certificate of Occupancy authorizing Nu-Way to occupy the Property, the Village shall reimburse Nu-Way Two Hundred and Fifty Thousand Dollars (\$250,000) of Eligible Costs;

B. Upon Nu-Way’s completion of the exterior improvements detailed in Exhibit D attached hereto, the Village shall reimburse Nu-Way Seven Hundred and Fifty Thousand Dollars (\$750,000) of Eligible Costs;

C. So long as Nu-Way continuously maintains its Operations in the Property, upon the 1<sup>st</sup> anniversary of the issuance of the Certificate of Occupancy for the Property, the Village shall reimburse Nu-Way an additional Three Hundred Thousand Dollars (\$300,000) in Eligible Costs;

D. So long as Nu-Way continuously maintains its Operations in the Property, upon the 5th anniversary of the issuance of the Certificate of Occupancy for the Property, the Village shall reimburse Nu-Way an additional Two Hundred Thousand Dollars (\$200,000) in Eligible Costs;

### **3.03 Village Reimbursement.**

Before the Village delivers any Assistance to Nu-Way, Nu-Way shall submit to the Village written certification in form and substance acceptable to the Village Manager demonstrating that Nu-Way has previously paid or caused to be paid Eligible Costs in support of the Project (“Reimbursement Request”). The Reimbursement Request will be accompanied by contractor’s sworn statements, lien

waivers, invoices, and all other documents the Village Manager, in his sole discretion, deems necessary to confirm the Project's cost and Nu-Way's expenditures. The Village shall at reasonable times have access to the Property and the Project necessary to verify the accuracy and completeness of Nu-Way's Reimbursement Request, after providing written notice to Nu-Way requesting such access, approval of which Nu-Way shall not unreasonably withhold, condition, or delay. Any material inaccuracy, false statement, misrepresentation, or false representation made by Nu-Way within a Reimbursement Request shall constitute an Event of Default. Nu-Way shall only be eligible for reimbursement of those costs eligible for reimbursement pursuant to the Act, and only if Nu-Way has not committed an Event of Default. The Village will reimburse Nu-Way within 30 days of receiving a complete Reimbursement Request.

#### **3.04 Village's Right to Recover Assistance.**

The Village is providing the Assistance as set forth in this Agreement based on Nu-Way's representation that it requires the Assistance to undertake the Project. In the event Nu-Way closes or reduces the square footage of its Project or Operations, the Village shall, in addition to all other remedies provided under this Agreement, have the right to recover Assistance it has paid based on a pro rata calculation. By way of example, if Nu-Way closes its Operation after seven years, the Village shall have the right to recapture thirty percent (30%) of the Assistance; if Nu-Way reduces the size of its leased premises by 65,000 square feet, the Village shall have the right to recover twenty-five percent (25%) of the Assistance.

#### **3.05 Assignment of Obligations.**

Nu-Way shall not assign or sell its Operation or the Lease without providing a sixty-day written notice to the Village. Nu-Way's assignee or purchaser shall agree in writing to assume Nu-Way's obligation under this Agreement, if that assignee or purchaser fails to do so, the Village shall have the right to cease paying the Assistance and to recapture any Assistance previously paid to Nu-Way. The Village shall have no obligation to issue any building or occupancy permits to Nu-Way, its purchasers or assignees until any Assistance due the Village, if any, is paid in full.

#### **3.06 Private Investment.**

Nu-Way hereby represents and warrants to the Village that it shall invest not less than Nine Million Dollars (\$9,000,000) of its private funds in the Project in accordance with the budget attached hereto

as Exhibit C.

**IV**  
**APPROVALS, CONSTRUCTION & FEES**

**4.01 Exterior Building Elevation Plans.**

Nu-Way shall submit its proposed exterior elevations and landscape plans attached hereto as Exhibit D to the Village for its approval so that the Village can insure the Property is constructed with a high-quality level of design.

**4.02 Village Approval of Plans.**

The Village's approval of Nu-Way's plans shall not be unreasonably withheld or denied so long as the plans depict a high-level of design and are in conformance with all applicable Village Codes and the requirements of any other agency having jurisdiction over the Project.

**4.03 Damage to Public Property.**

Nu-Way will maintain or cause to be maintained all streets, landscaping, sidewalks, curbs and curb cuts, and other public property adjacent to the Property in a good and clean condition during construction of the Project. Nu-Way will within a reasonable timeframe clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Nu-Way or any agent of or contractor hired by, or on behalf of, Nu-Way, and will repair any damage to public property that may be caused by the activities of Nu-Way or any agent of or contractor hired by, or on behalf of, Nu-Way. Within a reasonable period of time, but in no event more than twenty four (24) hours after the Village gives Nu-Way notice to clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property deposited by Nu-Way or any agent of or contractor hired by, or on behalf of, Nu-Way, if Nu-Way neglects to clean, or undertake with due diligence to clean, the affected public property, then the Village will be entitled to clean, either with its own forces or with contract forces, the affected public property and to recover from Nu-Way the actual costs or charges reasonably incurred by the Village to perform the cleaning.

**V**  
**AUTHORITY**

**5.01 Powers.**

The Village hereby represents and warrants that the Village is a home rule unit of government and

has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including but not limited to the right, power and authority to pay the Assistance as described herein, and this Agreement has been or will be duly and validly authorized and approved by all necessary Village proceedings, findings and actions.

#### **5.02 Authorized Parties.**

Whenever under the provisions of this Agreement and other related documents approval of the Village is required, such approval may be granted by the Village Manager or his designee; and for Nu-Way, by any officer of the corporation as designated in writing from time to time (in any event, the officers or managing member executing this Agreement are so authorized).

## **VI** **GENERAL PROVISIONS**

#### **6.01 Events of Default/Remedies.**

##### **A. Default by Nu-Way.**

Nu-Way shall be in default of this Agreement (an “Event of Default”) if Nu-Way fails to comply with this Agreement’s terms, including, without limitation:

- (i) Fails to maintain its Operations at the Property for a period of ten years commencing on the date that the Village issues the Certificate of Occupancy for the Property, except for a temporary cessation due to circumstances as noted in paragraph 6.05 of this Agreement;
- (ii) Assigns or sells the Operation or the Lease in violation of paragraph 3.05 of this Agreement;  
or
- (iii) Fails to complete the exterior improvements as depicted in Exhibit D attached hereto within one (1) year of the Effective Date.

**B. Default by Village.** The Village shall be in default of this Agreement if Nu-Way is in compliance with the terms and conditions set forth in this Agreement and the Village fails to pay the Assistance.

**C.** In the event of a default by the Village, Nu-Way’s sole and exclusive remedy shall be the remedy of specific performance.

**D.** If Nu-Way commits an Event of Default pursuant to paragraph 6.01 or allows such to occur, the

Village shall have, in addition to all rights and remedies available at law or in equity, the right to cease all payments of Assistance, to recover any Assistance previously delivered to Nu-Way, to withhold and/or revoke permits, licenses, or certificates associated with the Project, and, in the event the Village is the prevailing Party in a judicial proceeding associated with the Village pursuing any of the foregoing remedies, to recover costs and expenses incurred by the Village in connection with the judicial proceeding, including reasonable attorneys' fees.

### **6.02 Construction Indemnity.**

Nu-Way covenants and agrees, at its expense, to indemnify, defend, and hold harmless the Village, and its officers, agents, employees, engineers and attorneys (the "Indemnitees") against, any actions, claims, and damages to the extent adjudicated to be a result arising directly from the Project or any Event of Default under this Agreement. The Village shall provide Nu-Way written notice of any claim for which the Village may seek indemnification or to be held harmless within thirty (30) days of obtaining notice of a claim. Failure of the Village to tender timely notice or defense of a claim in accordance with this Section shall waive any obligation of Nu-Way to indemnify, defend, and hold harmless the Village. Nu-Way shall have the right to hire counsel of its choosing, with consent of the Village, and to control defense of any claim or to settle any claim provided that the Village shall have the right to participate in the defense and settlement of the claim. In the event Nu-Way elects not to defend any claim or the Village elects to retain defense of any claim, Nu-Way shall, and does hereby agree to, pay all expenses, including without limitation all reasonable legal fees, incurred by the Village in defending itself with regard to any and all of the claims referenced in this Section, provided Nu-Way shall have the right to participate in said defense and approval of any settlement of a claim.

### **6.03 Insurance.**

A. Prior to issuance of a building permit, Nu-Way shall procure and deliver evidence of such policies to the Village, at Nu-Way's cost and expense, and shall maintain in full force and effect through completion of construction of the Project, a policy or policies naming the Village of Elk Grove Village, together with its officers, agents, employees, contractors, attorneys, and engineers as additional primary, non-contributory named insureds. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village, and any insurance carried by the Village for like risks shall be secondary and in excess of the insurance required hereby. All policies shall be written on a "per occurrence" basis. Nu-Way shall procure and maintain insurance



for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from Nu-Way's negligence in the performance of services under this Agreement. Nu-Way's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Nu-Way shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. The limits of liability for the insurance required by this Section shall not be less than the following:

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute:

Employer's Liability Insurance	\$1,000,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:

Commercial General Liability	\$1,000,000 (each occurrence)
	\$2,000,000 (aggregate)
Bodily Injury	\$1,000,000 (each occurrence)
	\$2,000,000 (aggregate)
Property Damage	\$1,000,000 (each occurrence)
	\$2,000,000 (aggregate)
Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$5,000,000 (each occurrence)
	\$5,000,000 (aggregate)

B. Prior to the Village issuing an occupancy certificate for the Project, Nu-Way shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project (including on-site stored materials), all as to work by

Nu-Way. Such insurance policies shall be issued by companies satisfactory to the Village. Such policies shall contain a provision that the same will not be canceled or materially amended without prior written notice to the Village.

#### **6.04 Prevailing Wage.**

Nu-Way shall be responsible for meeting the requirements of the Illinois Prevailing Wage Act (820 ILCS 130 et seq.), (“Wage Act”) as it may be deemed applicable to the Project as determined by the State of Illinois. Nu-Way hereby indemnifies the Village for any fines, penalties or other charges including reasonable attorney’s fees incurred as a result of Nu-Way’s failure to satisfy the requirements of the Wage Act. Moreover, if the State of Illinois determines the reimbursement of the Eligible Costs is subject to the Wage Act, the Village shall have no obligation to make any payment to Nu-Way without Nu-Way first submitting the documentation required by the Wage Act.

#### **6.05 Delay.**

For the purposes of any of the provisions of this Agreement, neither the Village nor Nu-Way, nor any successor in interest shall be considered in breach or default of its obligations under this Agreement in the event of any delay caused by events or conditions beyond the reasonable control of the Party, including infectious disease pandemics, which in fact prevents the Party from discharging its respective obligations hereunder and the timeframes for performance of those obligations shall be extended accordingly. Economic hardship shall not be a permitted reason for delay. Whenever any performance that is required hereunder shall be delayed at any time pursuant to this Section, then the Party excused from performance shall be excused from performance: 1) only after delivery of notice to the other Party, which notice shall identify the nature of the event causing the delay and the anticipated duration of the delay; 2) only during the duration of the event causing the delay; and 3) only so long as the Party whose performance is impaired continues to take reasonable steps to mitigate the effect of the delay-causing event and to substantially perform despite the occurrence of the delay-causing event.

#### **6.06 Building, Subdivision Codes; Compliance with Laws.**

Nu-Way shall comply with or cause compliance with all federal, state, and Village laws, codes, rules, and ordinances, including, without limitation, building codes, subject to modifications as approved by the Village pursuant to the ordinances approving any entitlement requests associated with the

Project, at all times during this Agreement.

**6.07 Right to Inspect.**

The Village shall have the right to examine Nu-Way's books and records including all loan statements, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices in order to confirm that Nu-Way has incurred the Eligible Costs as set forth in Exhibit B.

**6.08 Covenant to Pay Taxes.**

Nu-Way hereby acknowledges that the sole source of the Assistance is the incremental real estate taxes generated within the TIF District. Nu-Way hereby covenants to pay or cause to be paid all real estate taxes levied promptly as they become due and owing.

**6.09 Time of Essence.**

Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued and timely performance and cooperation.

**6.10 Notice of Default & Right to Cure.**

Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a default under this Agreement, the Party claiming such default shall send a written notice to the defaulting Party specifying the alleged default. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within fifteen (15) days of the receipt of such notice. This notice provision shall not be applicable if Nu-Way, its agents or assignees are in violation of any Village Code, including life and safety regulations. If Nu-Way Operations are forced to cease due to circumstances noted in 6.05, these provisions shall be tolled during the time Nu-Way is prevented from operating.

**6.11 Amendment.**

This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, as evidenced by the execution of a written amendment by the Parties or their successors in interest.

**6.12 No Other Agreement.**

Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the Project and the Village's Assistance. This Agreement contains the full agreement of the Parties.

**6.13 Assigns.**

This Agreement shall be binding upon the Parties and their respective permitted successors and assigns.

**6.14 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.

**6.15 Illinois Law.**

This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for disputes arising or related to this Agreement shall be the Cook County Circuit Court, Cook County, Illinois.

**6.16 Notice.**

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

**To Nu-Way Industries, Inc.:**

555 Howard Avenue  
Des Plaines, IL 60018  
Attn: Mary L. Howard

After November 1, 2024 to:  
Nu-Way Industries, Inc.  
2301 Lunt Avenue  
Elk Grove Village, IL 60007-5625  
Attn: Mary L. Howard

To the Village:

Office of the Village Manager  
Village of Elk Grove Village  
901 Wellington Avenue  
Elk Grove Village, Illinois 60007

With copies to:

Office of the Village Attorney  
Village of Elk Grove Village  
901 Wellington Avenue  
Elk Grove Village, Illinois 60007

or at such other addresses as the Parties may indicate in writing to the other; such notice to be given either by electronic mail, personal delivery, courier, or by certified mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third business day after mailing; all other notices shall be effective when delivered.

**6.17 Partnership; No Third Party Beneficiaries.**

Nothing contained herein shall be construed as creating a partnership between the Village and Nu-Way or as creating or conferring any interest or benefit upon any third party.

**6.18 Counterparts and Electronic Copies.**

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. Executed copies hereof may be delivered by e-mail and, upon receipt, shall be deemed originals and binding upon the parties hereto.

**6.19 Recordation.** Either Party shall have the right to record this Agreement or a memorandum thereof against the Property with the Cook County Recorder of Deeds.

**6.20 Exhibits.**

The exhibits attached to this Agreement are hereby incorporated into and made a part of this Agreement. Any conflict or inconsistency between this Agreement and any exhibit attached hereto shall be resolved in favor of this Agreement.

**6.21 Reporting.** The Act and the State of Illinois require the Village to complete and file an annual

report providing certain information for each TIF District within the Village. Nu-Way hereby agrees that it shall, upon the Village's request, fully and timely cooperate with the Village in compiling information that the Village is required by law to report, including, without limitation: (A) the number of jobs created during the previous year; and (B) Nu-Way's projected return on investment for the Project.

**6.22 Compliance with Laws.** Nu-Way agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, as amended, when performing any task associated with this Agreement or the Project.

**6.23 Term.** This Agreement's term will begin on the Effective Date and conclude upon the ten (10) year anniversary of the Village's issuance of an occupancy certificate for the Property. Upon the termination of the Agreement and the Parties' rights and obligations hereunder, the Village shall, at Nu-Way's reasonable request, deliver to Nu-Way a signed release of this Agreement in recordable form.

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

**6.25 Non-Waiver.** The Parties shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of a Party to exercise at any time any right granted to the Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right, except as otherwise set forth herein.

**6.26 Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party, or of any duly authorized officer, employee, agent, or representative of any Party, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

**6.27 Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

**6.28 Disclosures.** Upon the Village's request, Nu-Way will provide a list of all entities owning a greater than one (1%) percent interest in Nu-Way. Nu-Way will update this information at the request of the Village. Based in part on the information provided by Nu-Way and in part on information from the Village's independent investigation, the Village will affirm that its Corporate Authorities, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village have or will comply with the disclosure and conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the Act, and the Illinois Governmental Ethics Act (5 ILCS 420).

[SIGNATURE PAGES TO FOLLOW]

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

**VILLAGE OF ELK GROVE VILLAGE,  
COOK AND DUPAGE COUNTIES, ILLINOIS,**  
an Illinois municipal corporation

By: \_\_\_\_\_

Mayor Craig B. Johnson

ATTEST:

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

**NU-WAY INDUSTRIES, INC.,**  
an Illinois corporation

By 

Name: Mary L. Howard

Title: CFO



STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Craig B. Johnson, Mayor of the Village of Elk Grove Village**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Mayor, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth therein; and the said Village Clerk then and there acknowledged that he/she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as his/her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth therein.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
(Seal)

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, Tracy Corso, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mary Howard, the CFO of Nu-Way Industries Inc., an Illinois corporation, personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 20th day of August, 2024.



Tracy A. Corso  
Notary Public

My Commission Expires: 1/19/2025  
(Seal)

## **EXHIBITS**

**A. LEGAL DESCRIPTION OF PROPERTY**

**B. TIF ELIGIBLE COSTS**

**C. PROJECT BUDGET**

**D. BUILDING ELEVATIONS**

**EXHIBIT A**

**LEGAL DESCRIPTION**

THE EAST 645.34 FEET OF THE WEST 1,162.02 FEET OF LOT 13 IN CENTEX INDUSTRIAL PARK UNIT 3, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2301 Lunt Avenue, Elk Grove Village, IL  
PIN NO. 08-35-202-023-0000

**EXHIBIT B**

**TIF ELIGIBLE COSTS**

## TIF ELIGIBLE PROJECT COSTS

<b>Facade Improvements</b>	<b>\$237,000.00</b>
Building Improvements - North Front Facade	\$180,000.00
Building Improvements - Southwest Dock Facade	\$57,000.00
<b>Electrical</b>	<b>\$2,139,981.41</b>
Equipment Switch Gear (Hardware)	\$274,300.00
Bus Duct 1,2,3, Bus Plugs (Hardware)	\$646,221.10
Switchboard Bay Addition 1200A/3P Feeder Circuit Breaker (Hardware)	\$41,549.93
Additional Bus Plugs, Tap Box, End Closer	\$47,495.83
4000 AMP Service Installation	\$231,133.00
Bus Duct 2 Installation	\$169,664.00
Bus Duct 3 Installation	\$235,359.00
Bus Duct 4 + 1200A Switch Board Installation	\$253,672.00
Panel Boards, Branch Breakers, Transformers	\$121,825.00
Primary disconnects & Bus Plug Fuses	\$10,000.00
Short Circuit Coordination and Arc Flash Study	\$8,795.00
Engineering, Maintenance, Certification of Existing Gear_AAC	\$17,800.00
Electrical Installation Warehouse/Office	\$41,300.00
Electrical Engineering Design	\$28,300.00
New Account, Feeder Upgrade, Service Poles, ComEd Transformers	\$12,566.55
<b>Air - Compressors</b>	<b>\$172,875.00</b>
Site Survey	\$0.00
Permit Fees	\$4,005.00
Piping, Hardware, Labor - Main Air Headers	\$121,870.00
Piping, Hardware, Labor - Sub Headers and Distribution Manifolds	\$47,000.00
<b>Process Gases</b>	<b>\$73,000.00</b>
Architectural Plans, Specifications	\$0.00
Plumbing - Nitrogen, Oxygen, Argon, Co2 mix	\$23,000.00
Relocation, Ballards, Security Fencing	\$50,000.00
<b>IT Infrastructure</b>	<b>\$539,632.46</b>
Architectural Plans, Specifications	\$0.00
Permit Fees	\$1,885.00
Low-voltage cable abatement	\$22,743.00
Low-voltage NEW cable and fiber installation	\$194,031.46
Low-voltage Installation Office/Warehouse	\$0.00

Demo/Construction Switch Room / Distribution	\$0.00
Switch Gear & Infrastructure	\$150,973.00
VxRail Infrastructure Refresh	\$170,000.00
<b>Plumbing</b>	<b>\$164,097.06</b>
Site Survey	\$0.00
Architectural Plans, Specifications	\$1,000.00
North Building Bathrooms Demo and Buildout	\$89,641.75
South Building Bathrooms Demo and Buildout	\$73,455.31
<b>HVAC Mechanical</b>	<b>\$1,225,100.00</b>
<b>Café / Break Area / HR Reconfiguration</b>	<b>\$78,000.00</b>
<b>South Building Addition</b>	<b>\$250,000.00</b>
<b>North - Main Building</b>	<b>\$472,000.00</b>
9x 25 Ton RTUs + Drops/Diffuser Kits	\$378,000.00
1x 15 Ton RTU + Drops/Diffuser Kits	\$42,000.00
1x 20 Ton RTU + Drops/Diffuser Kits	\$52,000.00
<b>Plant Offices</b>	
New Office Areas Warehouse	\$56,300.00
<b>Structural Engineering and Structural Modifications</b>	<b>\$74,600.00</b>
<b>Engineering and Permit Work</b>	<b>\$50,000.00</b>
<b>In-house Central Control Unit</b>	<b>\$49,400.00</b>
<b>Gas Piping Mechanical Work</b>	<b>\$95,300.00</b>
<b>HVAC Powder Coat</b>	<b>\$99,500.00</b>
<b>Office / Breakroom / Training room Buildout</b>	<b>\$682,124.00</b>
Furniture / Millwork / Carpentry / Lighting / Flooring	\$647,124.00
ADA Entrance Ways	\$35,000.00
<b>Fire Safety</b>	<b>\$106,211.00</b>
Sprinkler System	\$58,940.00
Fire Alarm System	\$47,271.00
<b>Racking Systems</b>	<b>\$59,004.00</b>
Raw Material DID	\$15,369.00
South and North Over Dock Racks	\$43,635.00
<b>Plant Floor Offices, Quality Lab</b>	<b>\$853,252.00</b>
Grinding Area (Air flow units, Curtains)	\$670,000.00
Paintline Office	\$31,996.00

Production & Quality & IE Offices	\$151,256.00
<b>Crane Relocation - Raw Materials</b>	<b>\$44,869.00</b>
Relocation and Installation	\$44,869.00
<b>Cranes Gorbelt Relocation &amp; Free standing structures</b>	<b>\$56,807.94</b>
Relocation and Freestand Conversions	\$56,807.94
<b>Drawings / Miscellaneous</b>	<b>\$200,792.00</b>
Base Drawings	\$33,500.00
Building Drawings CAD	\$17,250.00
Electrical Distribution	\$28,300.00
Architectural Plant Layouts - Offices, Employee Entrances	\$54,117.00
Demo Offices / Café	\$67,625.00
<b>Total TIF Eligible Project Costs</b>	<b>\$6,554,745.87</b>



**EXHIBIT C**  
**PROJECT BUDGET**

# Nu-Way Relocation Project Budget

<b>Facade Improvements</b>	<b>\$237,000.00</b>
Building Improvements - North Front Facade	\$180,000.00
Building Improvements - Southwest Dock Facade	\$57,000.00
<b>Electrical</b>	<b>\$2,143,981.41</b>
Site survey	\$0.00
Switch Gear Plans, Specifications	\$0.00
Equipment Switch Gear (Hardware)	\$274,300.00
Bus Duct 1,2,3, Bus Plugs (Hardware)	\$646,221.10
Switchboard Bay Addition 1200A/3P Feeder Circuit Breaker (Hardware)	\$41,549.93
Additional Bus Plugs, Tap Box, End Closer	\$47,495.83
4000 AMP Service Installation	\$231,133.00
Bus Duct 2 Installation	\$169,664.00
Bus Duct 3 Installation	\$235,359.00
Bus Duct 4 + 1200A Switch Board Installation	\$253,672.00
Decommission and Reinstall AAC Switch Board, Gear, Bus Duct	TBD
Panel Boards, Branch Breakers, Transformers	\$121,825.00
Primary disconnects & Bus Plug Fuses	\$10,000.00
Short Circuit Coordination and Arc Flash Study	\$8,795.00
Engineering, Maintenance, Certification of Existing Gear_AAC	\$17,800.00
Electrical Installation Warehouse/Office	\$41,300.00
Electrical Engineering Design	\$28,300.00
Decommission Service, Transformer Disconnect, Pole Disconnect	\$4,000.00
New Account, Feeder Upgrade, Service Poles, ComEd Transformers	\$12,566.55
<b>Air - Compressors</b>	<b>\$441,857.00</b>
Site Survey	\$0.00
Permit Fees	\$4,005.00
Compressors, VSD, Dryers, Tanks	\$268,982.00
Piping, Hardware, Labor - Main Air Headers	\$121,870.00
Piping, Hardware, Labor - Sub Headers and Distribution Manifolds	\$47,000.00
<b>Process Gases</b>	<b>\$139,500.00</b>
Architectural Plans, Specifications	\$0.00
Concrete Service Pad	\$66,500.00
Nitrogen Bulk	\$0.00
Argon Bulk	\$0.00
Oxygen, Co2 Bulk	\$0.00
Trifectas, Evaporators	\$0.00
Plumbing - Nitrogen, Oxygen, Argon, Co2 mix	\$23,000.00
Relocation, Ballards, Security Fencing	\$50,000.00
<b>IT Infrastructure</b>	<b>\$539,632.46</b>
Architectural Plans, Specifications	\$0.00
Permit Fees	\$1,885.00
Low-voltage cable abatement	\$22,743.00
Low-voltage NEW cable and fiber installation	\$194,031.46
Low-voltage Installation Office/Warehouse	\$0.00

Demo/Construction Switch Room / Distribution	\$0.00
Switch Gear & Infrastructure	\$150,973.00
VxRail Infrastructure Refresh	\$170,000.00
<b>Plumbing</b>	<b>\$164,097.06</b>
Site Survey	\$0.00
Architectural Plans, Specifications	\$1,000.00
North Building Bathrooms Demo and Buildout	\$89,641.75
South Building Bathrooms Demo and Buildout	\$73,455.31
<b>Foundations / Machinery Movers</b>	<b>\$888,025.00</b>
Plans, Specifications	\$0.00
Machine Pads	\$313,025.00
Machine Movers	\$575,000.00
<b>HVAC Mechanical</b>	<b>\$1,225,100.00</b>
Site Survey	\$0.00
<b>Front Office</b>	<b>\$0.00</b>
Office Areas	\$0.00
RTU-1 Replacement	\$0.00
RTU-2 Replacement	\$0.00
RTU-5 Repairs	\$0.00
T-Stat Wiring Replacement	\$0.00
<b>Café / Break Area / HR Reconfiguration</b>	<b>\$78,000.00</b>
<b>South Building Addition</b>	<b>\$250,000.00</b>
6x 25 Ton RTUs + Drops/Diffusers Kits	\$0.00
<b>North - Main Building</b>	<b>\$472,000.00</b>
9x 25 Ton RTUs + Drops/Diffuser Kits	\$378,000.00
1x 15 Ton RTU + Drops/Diffuser Kits	\$42,000.00
1x 20 Ton RTU + Drops/Diffuser Kits	\$52,000.00
<b>Plant Offices</b>	
New Office Areas Warehouse	<b>\$56,300.00</b>
Quality Offices	\$0.00
Production Control Offices	\$0.00
HVAC modifications South Bathrooms	\$0.00
<b>Structural Engineering and Structural Modifications</b>	<b>\$74,600.00</b>
Roof framing, steel, reports, modifications	0
<b>Engineering and Permit Work</b>	<b>\$50,000.00</b>
Full engineering and design drawings	0
Permit drawings and submittals	\$0.00
Construction drawings and coordination	\$0.00
<b>In-house Central Control Unit</b>	<b>\$49,400.00</b>
Wireless controls work	\$0.00
Work based on 17 RTUs total	\$0.00
LCD touchscreen thermostats w/web gateway	\$0.00
Wireless repeaters	\$0.00
Temperature with Economizer Controls	\$0.00
<b>Gas Piping Mechanical Work</b>	<b>\$95,300.00</b>
Mechanicals	\$0.00
New 6" Diam. Meter header and distribution	\$0.00

Plumb existing 3" Diam. Gas main	\$0.00
New 4" Diam. Gas main to paintline (6x w/secondary regulators)	\$0.00
Meter Replacement	\$0.00
<b>HVAC Powder Coat</b>	<b>\$99,500.00</b>
1x 35 Ton RTU, ductwork, diffusers, labor	\$0.00
<b>Office / Breakroom / Training room Buildout</b>	<b>\$682,124.00</b>
Furniture / Millwork / Carpentry / Lighting / Flooring	\$647,124.00
ADA Entrance Ways	\$35,000.00
<b>Fire Safety</b>	<b>\$106,211.00</b>
Sprinkler System	\$58,940.00
Fire Alarm System	\$47,271.00
<b>Equipment Decomission &amp; Recommission</b>	<b>\$1,364,560.00</b>
<i>Trumpf Equipment Total: \$1,054,560</i>	
TruBend Cell 5000 - 5130	\$168,800.00
TruBend Cell 5000 - 5170	\$168,800.00
TruLaser 5030 - A3231L0045	\$61,040.00
TruLaser 5030 - A2231E0671	\$61,040.00
TruStore, LMC, PartMaster- C1030L0024	\$166,880.00
TruStore, LMC, PartMaster- C1030L0027	\$176,880.00
TruWeld 5020	\$119,860.00
TruMatic 6000	\$131,260.00
<i>PrimaPower Total: \$310,000.00</i>	
BCeSmart	\$40,000.00
Platino	\$30,000.00
SGe6	\$80,000.00
SG6	\$80,000.00
SG5	\$80,000.00
<b>Landscaping</b>	<b>\$226,492.00</b>
Architectural Plans, Specifications	\$0.00
Detention Basin	\$87,000.00
Front Building Green Space / Butterfly garden	\$128,418.00
Sidewalk and existing patio removal	\$2,572.00
Lane Barrier West Lot	\$8,502.00
<b>Racking Systems</b>	<b>\$59,004.00</b>
Raw Material DID	\$15,369.00
South and North Over Dock Racks	\$43,635.00
Receiving Area	\$0.00
<b>Plant Floor Offices, Quality Lab</b>	<b>\$853,252.00</b>
Site Survey	\$0.00
OEM Plans, Specifications	\$0.00
Grinding Area (Air flow units, Curtains)	\$670,000.00
Paintline Office	\$31,996.00
Production & Quality & IE Offices	\$151,256.00
<b>Crane Relocation - Raw Materials</b>	<b>\$44,869.00</b>
Engineer - Supports and Headers	\$0.00
Relocation and Installation	\$44,869.00
<b>Cranes Gorbel Relocation &amp; Free standing structures</b>	<b>\$56,807.94</b>

Relocation and Freestand Conversions	\$56,807.94
<b>Siemens Dock</b>	<b>\$18,363.00</b>
Cement & Cinder Block Demo	\$2,500.00
New Dock Leveler installed	\$6,708.00
New Dock Door, dock buck jambs, installed	\$9,155.00
<b>Shop Area - Fencing</b>	<b>\$0.00</b>
Tool Room	\$0.00
Proto Type Lab	\$0.00
Maintenance Shop	\$0.00
Stock Room Cage	\$0.00
MRB Cage	\$0.00
Siemens Cage	\$0.00
<b>Drawings / Miscellaneous</b>	<b>\$200,792.00</b>
Base Drawings	\$33,500.00
Building Drawings CAD	\$17,250.00
Equipment Layout	\$0.00
Electrical Distribution	\$28,300.00
Gas Distribution Layout	\$0.00
Water Distribution Layout	\$0.00
Air Header Layout	\$0.00
Architectural Plant Layouts - Offices, Employee Entrances	\$54,117.00
Demo Offices / Café	\$67,625.00
<b><u>Total Budget</u></b>	<b>\$9,391,667.87</b>

**EXHIBIT D**

**BUILDING ELEVATIONS, RENDERINGS,  
AND LANDSCAPE PLANS**

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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE COUNTY OF COOK FOR THE ACCEPTANCE OF \$250,000 IN INVEST IN COOK FUNDS TOWARD THE TONNE ROAD RECONSTRUCTION PROJECT**

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

**Section 1:** That the Mayor be and is hereby authorized to sign the attached documents marked:

**INTERGOVERNMENTAL AGREEMENT – INVEST IN COOK FUNDS**

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 \_\_\_\_\_ 2024**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**APPROVED:**

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

**ATTEST:**

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**Loretta M. Murphy, Village Clerk**



## INTERGOVERNMENTAL AGREEMENT

**This Intergovernmental Agreement** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Cook, a body politic and corporate of the State of Illinois (“County”), acting by and through its Department of Transportation and Highways (“Department”), and the Village of Elk Grove Village, a municipal corporation of the State of Illinois (“Village” or “Grantee”). The County and Village are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

**WHEREAS**, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

**WHEREAS**, on August 6, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the County’s first long-range transportation plan in 75 years;

**WHEREAS**, *Connecting Cook County* identifies five priorities to shape the County’s transportation policies and capital improvement program:

1. Prioritize transit and other transportation alternatives to address congestion on roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
2. Support the region’s role as North America’s freight capital to spur economic growth and job creation;
3. Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
4. Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays, and congestion, and ensure that today’s investments do not preclude future innovation and growth; and
5. Increase investments in transportation to maintain the region’s economic competitiveness;

**WHEREAS**, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*;





**WHEREAS**, since its creation, the Invest in Cook program has leveraged over \$200 million in additional federal, state, and local funds;

**WHEREAS**, on July 25, 2024, the County informed the Village that it had been selected for participation in the 2024 Invest in Cook Program;

**WHEREAS**, the County has agreed to award the Village up to \$250,000 of construction funds to improve the Tonne Road corridor from Elk Grove Boulevard to Landmeier Road, with an emphasis on safety improvements at the Touhy Avenue and Elk Grove Boulevard intersection (“Project”);

**WHEREAS**, this is a priority corridor for safety improvements: from 2017 to 2021, there were 81 reported crashes at the intersection;

**WHEREAS**, Project work will include geometric intersection redesign to accommodate existing traffic and truck turning movements, as well as the construction of a shared-use path and sidewalk modifications to address pedestrian safety concerns;

**WHEREAS**, in addition to critical safety improvements, the Project will provide a vital link in the Village’s path network and improve connectivity to regional trail facilities;

**WHEREAS**, the State of Illinois, acting by and through its Department of Transportation (IDOT), will advertise, let, and award the construction contract for the Project;

**WHEREAS**, this Agreement sets forth the Parties’ respective responsibilities and obligations for construction, maintenance, funding, and reporting of the Project;

**WHEREAS**, the County, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this Agreement;

**WHEREAS**, the Village, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this Agreement; and

**WHEREAS**, this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- **SECTION 1. CONSTRUCTION**

- A. **Notice to Proceed.** The County's execution of this Agreement will be deemed a "Notice to Proceed" for the Grantee to commence work on the Project.
- B. **Bid Documents.** The Grantee will prepare contract bid documents for the Project, including, but not limited to, the minimum qualifications, plans and specifications, special provisions, and cost estimates; which are subject to IDOT review and approval.
- C. **Construction Contract.** The Grantee will forward a copy of the executed construction contract for the Project to the County not later than 14 calendar days after receipt from IDOT.
- D. **Insurance.** The Grantee will request that IDOT require the construction contractor to name the County and Grantee as additional insured parties under the contractor's general liability insurance policy.
- E. **Lead Agency.** The Grantee will assume overall responsibility for the Project, including ensuring that all required permits, easements, and agreements are secured prior to the start of construction.
- F. **Project Location.** A map showing the Project limits is incorporated into and made a part of this Agreement and attached as **Exhibit A**.
- G. **Schedule.** A schedule for the Project is incorporated into and made a part of this Agreement and attached as **Exhibit B**.
- H. **Pre-Construction Notices.** The Grantee will provide not less than 14 calendar days' advance written notice to the County prior to the pre-construction meeting for the Project and not less than seven calendar days' advance written notice to the County prior to the start of construction.
- I. **Public Outreach.** The Grantee will coordinate and control public notification of the scope, timing, and duration of the Project.
- J. **Right of Inspection.** The County and its authorized agents will have reasonable rights of inspection (including pre-final and final inspection) during construction of the Project. The Grantee will work cooperatively with the County to address and resolve any concerns raised by the County with respect to construction of the Project. Any dispute(s) concerning construction of the Project will be resolved in accordance with Section 5.I. of this Agreement.

- K. **Final Inspection Notice.** The Grantee will provide not less than 14 calendar days' advance written notice to the County prior to final inspection of the Project.
- L. **County Permits.** The Grantee or IDOT will apply for, and the County will not unreasonably withhold, any and all permits for right of access (ingress or egress) and/or temporary use of the County's property within the Project limits to the Grantee, IDOT, and/or their agents, without charge of permit fees to the Grantee or IDOT.
- M. **County Signage.** Upon request of the County, the Grantee or IDOT will erect signage on the Grantee's property at or near the construction site(s) indicating the County's participation on the Project. The County will provide the Grantee or IDOT with the required signage.
- N. **Submittals.** All submittals required of the Grantee under this section of the Agreement must be directed to:

Aaron Lebowitz, P.E.  
Deputy Bureau Chief of Construction  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, IL 60602  
E-mail: [InvestinCook.CC@cookcountyil.gov](mailto:InvestinCook.CC@cookcountyil.gov)

- **SECTION 2. MAINTENANCE**

- A. **Definitions.** As used herein, the terms "maintain" and "maintained" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, and/or replacement of the maintained facility when needed.
- B. **General Duty to Maintain.** Before, during, and after completion of construction of the Project, the Grantee will maintain, or cause to be maintained, those portions of the Project under its established jurisdictional authority.
- C. **Sidewalks/Multi-Use Paths.** The Grantee will own, operate, and maintain any sidewalks and/or multi-use paths constructed or improved as part of the Project, in compliance with the Americans with Disabilities Act, Public Right-of-Way Accessibility Guidelines, and all other applicable federal and state laws and regulations.
- D. **Indemnification.** The Grantee will defend, indemnify, and hold harmless the County and its commissioners, officials, employees, agents, and representatives, and their

respective heirs, successors, and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages, and liabilities incurred and/or suffered, directly or indirectly, from or attributable to claims arising out of or incident to the construction, use, repair, and/or maintenance of any sidewalks and/or multi-use paths constructed or improved as part of the Project.

E. **Survives Termination.** The Grantee's maintenance obligations described in this section will survive termination of this Agreement.

• **SECTION 3. FINANCIAL**

A. **Cost Estimate.** Estimated construction costs for the Project are \$7,873,200.

B. **Cost Participation**

- i. Grantee Cost Participation. The Grantee will pay all actual construction costs for the Project, subject to reimbursement by the County as described below.
- ii. County Cost Participation. The County will reimburse the Grantee for 3.15% of actual construction costs for the Project, up to, but not to exceed, \$250,000. The County reserves the right to modify its percentage and/or maximum contribution towards the Project if, in the sole discretion of the County, there are material changes to the Project's scope of work.

C. **Reimbursement Procedures**

- i. Advance Payment. Upon full execution of the construction contract for the Project and receipt of an invoice from the Grantee, the County will make an advance payment to the Grantee in the amount of \$125,000. This amount represents 50% of the County's maximum financial contribution under this Agreement.
- ii. Milestone Payment. Upon completion of 70% of the construction contract and receipt of an invoice from the Grantee, the County will make a second payment to the Grantee in the amount of \$62,500. The advance and milestone payments to the Grantee represent 75% of the County's maximum financial contribution under this Agreement.
- iii. Final Payment. Upon completion of construction of the Project and receipt of an invoice from the Grantee, the County will make a final payment to the Grantee for the balance of the County's financial obligation under this Agreement. The amount of the final payment will reflect actual construction

costs for the Project and the County's prior payments to the Grantee. If the prior payments made to the Grantee by the County exceed the County's financial obligation under this Agreement, the County may require the Grantee to return any or all excess funds.

- iv. Required Documentation. In order to receive final reimbursement from the County, the Grantee must submit the following documentation along with the final invoice:
- a. A cover letter addressed to the Department's Deputy Bureau Chief of Construction, including the name of the Project and its associated section number;
  - b. Copies of all cancelled checks paid to IDOT and/or the contractor(s) (or copies of the associated bank ledgers reflecting the payments);
  - c. Copies of all associated invoices submitted to the Grantee by IDOT and/or the contractor(s) for the services rendered; and
  - d. A copy of the final performance report as described in Section 4.D. below.

If the documentation submitted by the Grantee for final reimbursement is reasonably deemed by the County as not sufficiently documenting the work completed, the County may require further records and supporting documents to verify the amounts, recipients, and uses of all funds invoiced under this Agreement.

- v. Ineligible Costs. The County will not reimburse the Grantee for any costs that are:
- a. Contrary to the provisions of this Agreement;
  - b. Not directly related to carrying out construction of the Project;
  - c. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities, and maintenance costs;
  - d. Incurred without the consent of the County after the County has given the Grantee written notice of suspension or termination of any or all of the County's obligations under this Agreement; and/or

- e. In excess of the County's maximum financial contribution under this Agreement.
- vi. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Aaron Lebowitz, P.E.  
Deputy Bureau Chief of Construction  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, IL 60602  
E-mail: [InvestinCook.CC@cookcountyil.gov](mailto:InvestinCook.CC@cookcountyil.gov)

- D. **Substitutions/Substitute Work**. Either Party may request in writing that work or materials be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the Grantee will cause, or request that IDOT cause, said substitute work and/or materials to be included in the Project. Each Party will pay the costs of substitutions for their associated work items.
  - E. **Additional Work**. Either Party may request in writing that additional work be added to the Project. Provided that the additional work does not unreasonably delay the Project schedule, the Grantee will cause, or request that IDOT cause, said additional work to be included in the Project. Additional work will be paid for by force account or agreed unit price. Each Party will pay the costs of additional work for their associated work items.
  - F. **Funding Breakdown**. A funding breakdown is incorporated into and made a part of this Agreement and attached as **Exhibit C**.
- **SECTION 4. REPORTING**
    - A. **Quarterly Performance Reports**. The Grantee will submit quarterly performance reports to the County not later than 30 calendar days after the reporting period as determined by the County. Quarterly performance reports must include the following information:
      - i. A cover letter addressed to the Department's Director of Strategic Planning and Policy, including the name of the Project and its associated section number;
      - ii. An estimated percentage of construction work completed for the Project;

- iii. A statement indicating whether construction of the Project is on, behind, or ahead of schedule;
  - iv. A record of construction activities and expenditures to date and for the current reporting period;
  - v. A forecast of quarterly construction activities and expenditures for the remainder of the Project; and
  - vi. Any significant changes to the Project schedule.
- B. **Extensions.** The Grantee may request to extend the due date of any quarterly performance reports and the County will reasonably consider any such requests.
- C. **Use of Reports.** The County will use quarterly performance reports to compare the rate of the Grantee's actual expenditures to the planned amounts in the approved funding breakdown for the Project (**Exhibit C**) and to track construction activities against the approved milestones in the Project schedule (**Exhibit B**).
- D. **Final Performance Report.** The Grantee must submit a final performance report with its request for final reimbursement. The final report should describe cumulative construction activities, including a complete description of the Grantee's achievements with respect to the Project's objectives and milestones. The County will not issue final reimbursement until the Grantee submits the final performance report.
- E. **Report Format.** The Grantee will use whatever forms or documents are required by the County in submitting quarterly and final performance reports.
- F. **Failure to Report.** The Grantee understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.
- G. **Submittals.** All submittals required of the Grantee under this section of the Agreement must be directed to:

Director of Strategic Planning and Policy  
Attn: Jesse Elam  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 23rd Floor  
Chicago, IL 60602  
E-mail: [InvestinCook.CC@cookcountyil.gov](mailto:InvestinCook.CC@cookcountyil.gov)

- **SECTION 5. GENERAL TERMS AND CONDITIONS**

- A. **Audit and Document Retention.** Each Party, to the extent applicable, will maintain for a minimum of three years after completion of this Agreement, adequate books, records, and supporting documents related to the Agreement and any associated expenditures; such books, records, and supporting documents will be available for review and audit by each Party and their internal or external auditors; and each Party will cooperate fully with any audit and provide full access to all relevant materials.
- B. **Binding Agreement.** This Agreement will be binding on and inure to the benefit of the Parties and their permitted successors and assigns, except that a Party will not assign its obligations under this Agreement without the other Party's express written consent, such consent not to be unreasonably withheld or delayed.
- C. **Compliance with Laws, Rules, and Regulations.** The Parties will at all times observe and comply with all applicable federal, state, and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.
- D. **Conflicts of Interest.** The Grantee understands and agrees that no director, officer, agent, or employee of the Grantee may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this Agreement; represent, either as agent or otherwise, any person, trust, or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this Agreement; or take, accept, or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract or agreement.
- E. **Conflict with Exhibits.** In the event of a conflict between any attached exhibit and the text of this Agreement, the text of this Agreement will control.
- F. **Cooperation.** The County and Grantee agree at all times to cooperate fully with one another in the implementation of this Agreement.
- G. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- H. **County Section Number.** The Project is hereby designated as County section number 24-IICRD-02-PV. The Parties will include County section number 24-IICRD-



02-PV on all Project-related submittals, including, but not limited to, written correspondence and invoices.

- I. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of the performance of this Agreement, the Parties will consult and negotiate with each other in good faith to settle the dispute, claim, question, or disagreement. In the event the Parties cannot mutually agree on the resolution of the dispute, claim, question, or disagreement, the decision of the Department's Superintendent will be final.
- J. **Effective Date.** The Effective Date of this Agreement will be the date that the last authorized signatory signs and dates this Agreement. This Agreement will become effective only in the event the corporate authorities of each Party approve this Agreement.
- K. **Electronic or Digital Signatures.** The Parties agree that this Agreement may be signed by an electronic or digital signature. The Parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as secure, genuine electronic signatures attributable to the Parties, pursuant to the Uniform Electronic Transactions Act, 815 ILCS 333/1 et seq., or any successor law.
- L. **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties with respect to the subject matter thereof and supersedes all prior agreements or understandings with respect to its subject matter.
- M. **Force Majeure.** Neither Party will be liable for failing to fulfill any obligation under this Agreement if such failure is caused by an event beyond such Party's reasonable control and which is not caused by such Party's fault or negligence. Such events will include, but not be limited to, acts of God, acts of war, fires, lightning, earthquakes, floods, labor strikes or walkouts, epidemics, pandemics, and riots.
- N. **Governing Law and Venue.** This Agreement will be exclusively governed by and construed in accordance with the laws of the State of Illinois, without reference to or use of any conflict of laws provisions. The Parties irrevocably submit to the exclusive jurisdiction and venue of the Circuit Court of Cook County, Illinois, for the purposes of any and all proceedings arising out of this Agreement, to the exclusion of all other courts and venues, and both Parties waive any objection to such jurisdiction and venue.

- O. **Inactivity.** The County may terminate this Agreement if the construction contract for the Project is not executed by IDOT within 18 months after the Effective Date of this Agreement.
- P. **Indemnification.** The Grantee will indemnify, defend, and hold harmless the County and its commissioners, officers, directors, employees, and agents, and their respective heirs, successors, and assigns, from and against any and all claims, liabilities, damages, losses, and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements, or judgments, caused by the negligent acts, omissions, or willful misconduct of the Grantee and/or its officers, directors, employees, agents, consultants, contractors, subcontractors, or suppliers, in connection with or arising out of the performance of this Agreement.
- Q. **Interpretation.** Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibit or document entered into in accordance with the terms and conditions thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of this Agreement.
- R. **Modifications.** No change or modification of this Agreement will be of any force or effect unless made in writing and duly signed by the Department's Superintendent and an authorized representative of the Grantee.
- S. **No Individual or Personal Liability.** The Parties agree that the actions taken, and representations made by each respective Party and by their respective corporate authorities have not been taken or made in anyone's individual capacity, and no mayor/president, board member, council member, official, officer, employee, volunteer, or representative of any Party will incur personal liability in conjunction with this Agreement.
- T. **No Third-Party Beneficiaries.** This Agreement is not intended to benefit any person, entity, or municipality not a party to this Agreement, and no other person, entity, or municipality will be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of any Party. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of any Party will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other.

- U. **Notices.** Unless otherwise specified, all notices and other communications related to this Agreement will be in writing and will be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

***To the County:***

Jennifer “Sis” Killen, P.E., PTOE  
Superintendent  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, IL 60603  
E-mail: [jennifer.killen@cookcountyil.gov](mailto:jennifer.killen@cookcountyil.gov)

***To the Grantee:***

Ken Jay, P.E.  
Deputy Director of Public Works, Engineering & Administration  
Village of Elk Grove Village  
450 E. Devon Avenue  
Elk Grove Village, IL 60007  
E-mail: [kjay@elkgrove.org](mailto:kjay@elkgrove.org)

- V. **Recitals.** The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.
- W. **Severability.** In the event any portion of this Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the Parties, or if such construction cannot be made, such provision or portion thereof will be severable from this Agreement, provided that the same will not affect in any respect whatsoever the remainder of this Agreement.
- X. **Suspension; Early Termination.** Subject to Section 5.M. above, if the County determines that the Grantee has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant Project milestones or objectives, or is in default under any of the provisions of this Agreement, whether due to failure or inability to perform or any other cause whatsoever, the County, after written notice to the Grantee of said non-compliance or default and failure by the Grantee to correct said violations within 60 calendar days, may:
- i. Suspend or terminate this Agreement in whole or in part by written notice, and/or:

- ii. Demand refund of any funds disbursed to the Grantee;
  - iii. Temporarily withhold payments pending correction of deficiencies by the Grantee;
  - iv. Disallow all or part of the cost of the activity or action not in compliance; or
  - v. Take other remedies legally available.
- Y. **Termination.** Unless extended by the Department's Superintendent or their designee in writing, this Agreement terminates upon completion of construction of the Project and final reimbursement by the County, or November 30, 2028, whichever date is earlier.
- Z. **Waivers of Default.** No waiver of any provision or breach of this Agreement (i) will be effective unless made in writing, or (ii) will operate as or be construed to be a continuing waiver of such provision or breach.
- AA. **Warranties and Representations.** In connection with the execution of this Agreement, the County and Grantee each warrant and represent that it is legally authorized to execute and perform, or cause to be performed, this Agreement under the terms and conditions stated herein.

*(signature page to follow)*



**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF ELK GROVE VILLAGE:

\_\_\_\_\_  
Toni Preckwinkle  
President  
Cook County Board of Commissioners

\_\_\_\_\_  
Craig Johnson  
Mayor

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

ATTEST: \_\_\_\_\_  
Village Clerk

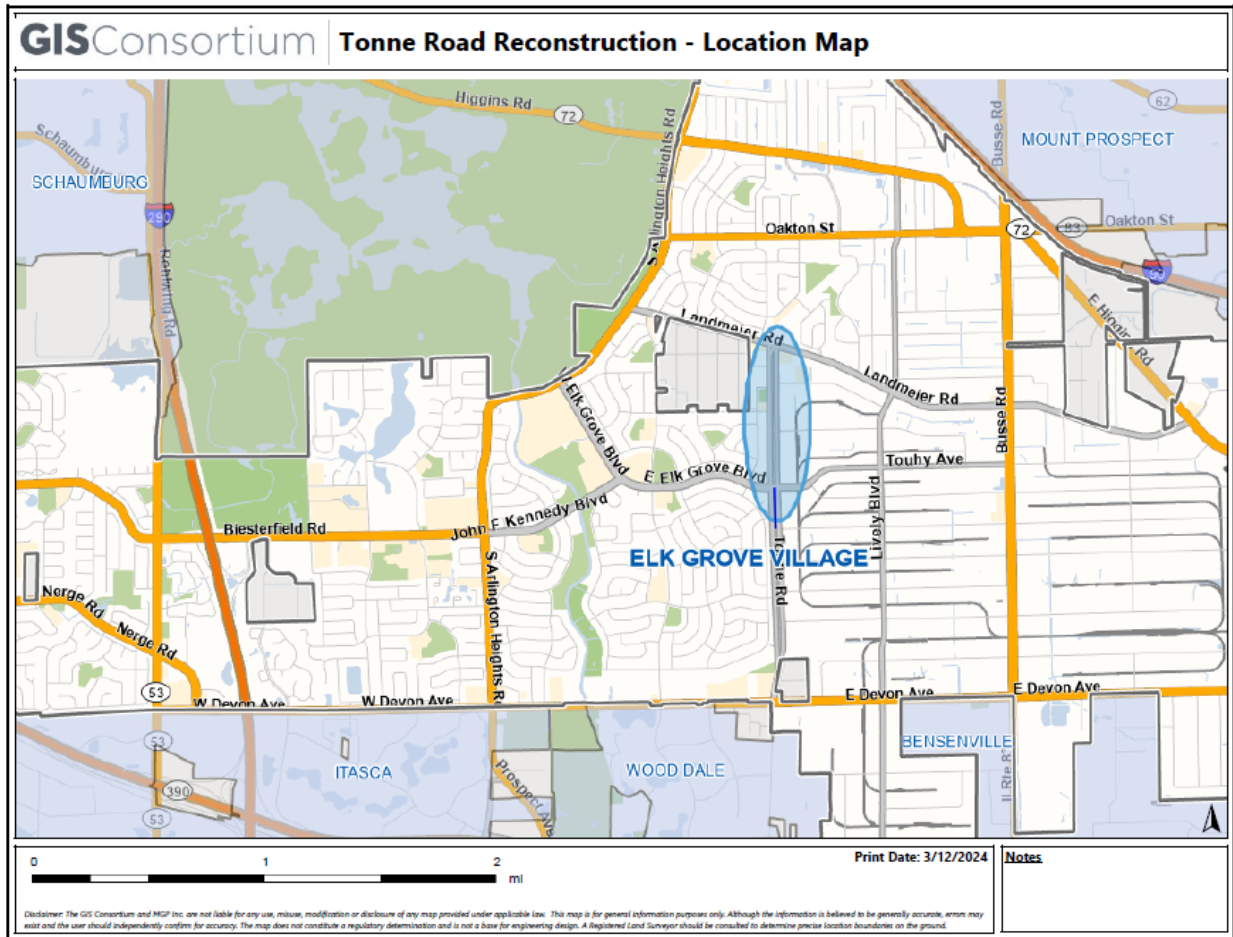
RECOMMENDED BY:

APPROVED AS TO FORM:  
Kimberly M. Foxx, State's Attorney

\_\_\_\_\_  
Jennifer "Sis" Killen, P.E., PTOE  
Superintendent  
County of Cook  
Department of Transportation and Highways

By: \_\_\_\_\_  
Assistant State's Attorney

Exhibit A  
 Location Map



**Exhibit B**  
**Project Schedule**

	<b>Description</b>	<b>Date</b>
Milestone 1	Alternatives Analysis	12/15/2019
Milestone 2	Phase I Design Approval	04/01/2024
Milestone 3	Final Design Plans Approved	11/27/2024
Milestone 4	Land Acquisition Certified and Completed	01/24/2025
Milestone 5	Expected Construction Letting	03/08/2025
Milestone 6	Cook County Permit Approval	03/15/2025
Milestone 7	Construction Commencement	04/01/2025
Milestone 8	Expected Construction Completion	12/01/2025

**Exhibit C**

**Funding Breakdown**

<b>PHASE</b>	<b>GRANTEE SHARE</b>	<b>COUNTY SHARE</b>
Construction	Balance	3.15%, Up to, but not to exceed, \$250,000



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

**A RESOLUTION RATIFYING THE VILLAGE MANAGER EXECUTING THE ACCESS, DRAINAGE, AND SIGNAGE EASEMENT AGREEMENT WITH VUELA, LLC (ARLINGTON HEIGHTS AND HIGGINS ROAD)**

---

**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 and Board of Trustees do hereby ratify and affirm the Village Manager executing the **ACCESS, DRAINAGE, AND SIGNAGE EASEMENT AGREEMENT** with a copy of which is attached hereto and made a part hereof as if fully set forth.

**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**

RES\_ACCERSS, DRAINAGE, AND SIGNAGE EASEMENT AGMT

**This Document Prepared By  
And After Recording Shall Be  
Returned To:**

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

[Above space reserved for Recorder]

**ACCESS, DRAINAGE, AND SIGNAGE EASEMENT AGREEMENT**

**THIS ACCESS, DRAINAGE, AND SIGNAGE EASEMENT AGREEMENT** (“**Agreement**”) is made as of August \_\_\_\_, 2024 by and among **Vue LA, LLC**, a Delaware limited liability company with offices located at 1001 Feehanville Drive, Mount Prospect, Illinois (“**Grantor**”), and the **Village of Elk Grove Village**, an Illinois home rule municipal corporation with offices located at 901 Wellington Avenue, Elk Grove Village, Illinois (“**Grantee**”) (Grantor and Grantee are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**”).

**WITNESSETH:**

**WHEREAS**, On or about January 23, 2024, the Grantor’s predecessor in interest, Wingspan Development Group, LLC, and the Grantee entered into a Redevelopment Agreement recorded with the Cook County Clerk, Recordings Division as Document No. 2408007012 (“**RDA**”).

**WHEREAS**, among other things, the RDA contemplates the Grantor acquiring from the Grantee and redeveloping the property commonly known as 1 E. Higgins Road, Elk Grove Village, Illinois and legally described in Exhibit A (“**Retail Property**”), with a retail development, all as set forth in the RDA (“**Project**”).

**WHEREAS**, on around August \_\_\_\_, 2024, Grantor acquired title to the Retail Property from the Grantee.

**WHEREAS**, the Grantee owns the property located immediately south of the Retail Property, which property is legally described in Exhibit B (“**Village Property**”).

**WHEREAS**, the Village Property is currently occupied by a multi-tenant commercial structure and related improvements that will continue to operate as the Grantee constructs and operates the Project.

**WHEREAS**, the RDA requires the Grantor to provide the Grantee Parties (as defined below) and the Village Property certain access, drainage, and signage rights.

**WHEREAS**, the Parties wish to enter into this Agreement to grant in favor of the Village Property certain easements across portions of the Retail Property, all as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual agreement of the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals and all exhibits attached to this Agreement are incorporated herein by this reference thereto with the same force and effect as though recited in this Section.

2. **Grant of Easements**. Grantor hereby grants, bargains, and conveys to Grantee, Grantee's successors, assigns, tenants, guests, and invitees ("**Grantee Parties**"), as limited hereafter, the following easements (collectively, the "**Easements**"), on, across, and through those portions of the Retail Property identified below (collectively, the "**Easement Premises**"), together with the right of reasonable access across the Retail Property for necessary personnel and equipment to perform any work or task authorized by this Agreement, provided such access rights shall be exercised in a manner designed to minimize any interference with the Retail Property, the Project, and the Project's construction:

A. **Access Easement**. Grantor hereby grants, bargains, and conveys to the Grantee Parties a perpetual, permanent, nonexclusive access easement ("**Access Easement**") on, across, and through those portions of the Retail Property depicted in Exhibit C ("**Access Easement Premises**") for the purpose of providing the Grantee Parties vehicular and pedestrian ingress and egress, and such appurtenant uses and services as necessary to serve the Village Property.

B. **Drainage Easement**. Grantor hereby grants, bargains, and conveys to the Grantee Parties a perpetual, permanent, nonexclusive stormwater drainage easement ("**Drainage Easement**") on, across, and through the Retail Property, excluding those portions of the Retail Property identified as Building B and Building C, all as depicted in Exhibit D ("**Drainage Easement Premises**") for the drainage, detention, and conveyance of stormwater from the Village Property and nearby properties.

C. **Signage Easement**. In the event that the tenants currently located on the Village Property do not relocate to the new multi-tenant commercial structure on the Retail Property on or before July 1, 2026, Grantor hereby grants, bargains, and conveys to the Grantee Parties a perpetual, permanent, nonexclusive signage easement ("**Signage Easement**") on, across, and through those portions of the Retail Property depicted in Exhibit E ("**Signage Easement Premises**") to allow the Grantee Parties to (a) construct, maintain, replace, and repair signage, including the right of reasonable access to the electrical conduit within the Signage Easement Premises that may be used by Grantee to illuminate signage, advertising to the public goods and services offered or available on the Village Property ("**Advertising Purposes**"); and (b) utilize no

less than 50% of each sign face on any sign constructed by the Grantor for Advertising Purposes, together with the right to maintain, replace, and repair such signage. However, in the event that the tenants currently located on the Village Property do relocate to the new multi-tenant commercial structure on the Retail Property, then Grantee Parties shall not have access to any sign constructed by Grantor for Advertising Purposes, but shall have the right to construct, maintain, replace and repair new signage for Advertising Purposes.

3. Use of Easement Premises. The Grantee Parties' occupation and use of the Easement Premises must comply with applicable laws, ordinances, rules, and regulations, including, without limitation, the Village of Elk Grove Village Municipal Code. The Grantee will not undertake or complete in work in, or over, or under the Access Easement Premises, or Drainage Easement Premises or Signage Easement Premises without the Grantor's prior written consent.

4. Maintenance of Easement Premises.

A. Except as provided below in Subsection B below, Grantor will be responsible, at its sole cost and expense, for the management and maintenance of the Easement Premises in accordance with all applicable laws. The Grantee Parties have the right, but the not obligation, to enter the Easement Premises at any time it deems necessary to inspect, repair, or maintain the Easement Premises, including, without limitation, any infrastructure or appurtenances located thereon, which Grantor has failed or refuses to maintain. Except in the case of an emergency, the Grantee will provide Grantor with advance written notice before the Grantee undertakes any maintenance repair work in accordance with this Section.

B. The Grantee will be responsible, at their sole cost and expense, for the management and maintenance of any improvements the Grantee Parties make to the Signage Easement Premises in accordance with applicable laws.

5. Obstructions. Except as provided in this Section, Grantor shall not place or erect, or allow to be placed or erected, any temporary or permanent buildings, structures, vegetation (except for landscape vegetation pursuant to approved site plan), material stockpiles, equipment (except for vehicles parked in designated parking areas), or obstructions (collectively, "**Obstructions**") of any kind on or over the Easement Premises without the prior written consent and any applicable approval of the Grantee, which shall not be unreasonably withheld. Grantor may temporarily place Obstructions within the Easement Premises to facilitate activities necessary to construct the Project, but only in accordance with the site permit approved by the Grantee and only during such time as the Grantor possesses a valid building permit. Grantor shall have the right from time to time with advance notice to Grantee (except in the event of an emergency) to temporarily obstruct or close off the Easement Premises in order to conduct necessary and/or routine maintenance or repairs on the Retail Property.

6. No Interference; Reservation of Rights. Grantor will not interfere with, impair, or reduce Grantee Parties' rights under this Agreement including, without limitation, the Grantee Parties' right to access and use the Easement Premises in accordance with this Agreement. Grantor hereby reserves the right to use the Easement Premises in any manner that will not materially prevent, impede, or interfere in any way with the exercise by the Grantee Parties of the rights

granted hereunder. Grantor has the right to grant other non-exclusive easements or licenses, including, without limitation, easements or licenses for utility purposes, over, along, upon, or across the Easement Premises.

7. **Successors Bound.** This Agreement and the Easements granted hereunder shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, lessees, successors and assigns. Except as provided in Section 8, it is the intention of the Parties that all of the various rights, obligations, restrictions and Easements created in this Agreement, shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

8. **Release.** The Parties acknowledge that the Easements herein granted are granted as a requirement of the RDA. In the event the Grantor (a) acquires title to the Village Property in accordance with the RDA's terms; and (b) records, on or after the date the Grantor acquires title to the Village Property, a declaration of covenants in a form approved by the Grantee addressing access, parking, drainage, and signage rights for the Retail Property and the Village Property, the Easements granted herein shall terminate without further action by the Parties. Upon the termination of the easement, Grantor and Grantee shall cooperate in the recording of a release of the Easements.

9. **Indemnity.**

A. The Grantor waives any claims against the Grantee for injuries or damages to persons or property, directly or indirectly, arising from or related to the Easement Premises, except to the extent caused by the intentional, willful, or grossly negligent actions or failure(s) to act of the Grantee or its elected and appointed officials, employees, contractors, and agents (collectively, the "**Village Parties**").

B. The Grantor hereby indemnifies, defends, and holds the Village Parties free and harmless from any and all claims, actions, demands, liabilities, damages, losses, costs or expenses, including but not limited to reasonable attorneys' fees, arising from or as a result of the Easement Premises or caused by any act or omission by the Grantor or the Grantor's permittees, invitees, or agents, provided however nothing herein contained shall be deemed to require the Grantor to indemnify, defend, or hold harmless any of the Village Parties for liabilities to the extent caused by the intentional or willful actions of the Village Parties.

10. **Enforcement.** The Parties may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Grantor agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Grantee or any of the Village Parties on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

11. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom

it is addressed or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Grantee: Village of Elk Grove Village  
901 Wellington Ave  
Elk Grove Village, Illinois 60007  
Attention: Village Manager

With copies to: Village of Elk Grove Village  
901 Wellington Ave  
Elk Grove Village, Illinois 60007  
Attention: Village Attorney

Ancel Glink, P.C.  
140 S. Dearborn Street, 6th Floor  
Chicago, Illinois 60603  
Attention: Gregory W. Jones

If to Grantor: Vue LA, LLC  
c/o Wingspan Developer Group  
1001 Feehanville Drive  
Mount Prospect, Illinois 60506  
Attn: Jason Macklin

With a copy to: Vue LA, LLC  
c/o Wingspan Developer Group  
1001 Feehanville Drive  
Mount Prospect, Illinois 60506

12. **Miscellaneous.**

A. **Time of the Essence.** Time is of the essence in the performance of all of the terms and conditions of this Agreement.

B. **Applicable Law.** This Agreement will be interpreted under and governed by the laws of the State of Illinois. Venue for disputes arising from or related to this Agreement shall be in the Cook County Circuit Court, Cook County, Illinois.

C. **Amendment.** This Agreement may be modified, amended, or annulled only by the written agreement of the Parties.

D. **Recording.** On or after the Effective Date, the Village shall promptly cause this Agreement to be recorded in the Office of the Cook County Clerk, Recordings Division.

E. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

F. Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision hereof or in any way affect its provisions.

G. Non-Waiver. Failure of either Party to insist upon the strict and prompt performance of rights, restrictions, agreements and covenants contained in this Agreement shall not constitute or be construed as a waiver, abandonment or relinquishment of either Party's right thereafter to enforce any such rights, restrictions, agreements or covenants, and the same shall continue in full force and effect.

H. No Third Party Beneficiaries; No Joint Venture. No claim as a third-party beneficiary under this Agreement by any person or entity shall be made, or be valid, against the Grantor or the Grantee. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render any of the Parties liable for the debts, liabilities, or obligations of the other.

I. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement, and each and every provision of this Agreement shall be construed as though the Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

J. Default, Attorney's Fees. Either Party may enforce this Agreement, or any provision hereof, by an appropriate action at law or in equity. The prevailing Party in any such proceeding shall be entitled to recover its court costs and expenses of litigation, including, without limitation, reasonable attorney's fees.

K. No Lease. This Agreement shall not be construed as a lease between the Parties.

L. Authority to Execute. The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

[Signature page follows]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**ATTEST:**

**VUE LA, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Its:

Its:

**ATTEST:**

**VILLAGE OF ELK GROVE VILLAGE**,  
an Illinois home rule municipal corporation

By: \_\_\_\_\_  
Loretta Murphy, Village Clerk

By: \_\_\_\_\_  
Matthew J. Roan, Village Manager



**ACKNOWLEDGEMENT**

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

This instrument was acknowledged before me on \_\_\_\_\_, 2024,  
by **MATTHEW J. ROAN**, the Village Manager of the **VILLAGE OF ELK GROVE VILLAGE**, an Illinois municipal corporation, and by **LORETTA MURPHY**, the Village Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:

\_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me on \_\_\_\_\_ 2024, by \_\_\_\_\_ the \_\_\_\_\_ and \_\_\_\_\_ the \_\_\_\_\_ of **VUE LA, LLC**, a Delaware limited liability company, as their free and voluntary act in their capacities as officers of said company for the uses and purposes herein.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:

\_\_\_\_\_

Exhibit A

**Legal Description of Retail Property**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1957 AS DOCUMENT NUMBER 16806228 ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH 09 DEGREES 41 MINUTES 05 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 95.76 FEET; THENCE NORTH 12 DEGREES 53 MINUTES 00 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE OF ARLINGTON HEIGHTS ROAD AS CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION PER DOCUMENT NUMBER 94119736 AND PER CONDEMNATION CASE NUMBER 94L50598, A DISTANCE OF 385.34 FEET TO A POINT OF CURVE; THENCE NORTHERLY A DISTANCE OF 148.72 FEET ALONG SAID EAST RIGHT-OF-WAY LINE, BEING THE ARC OF A 2945.57 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING NORTH 11 DEGREES 04 MINUTES 40 SECONDS EAST, A DISTANCE OF 148.70 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING A DISTANCE OF 73.64 FEET ALONG SAID EAST RIGHT-OF-WAY LINE, BEING THE ARC OF A 2945.57 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING NORTH 13 DEGREES 14 MINUTES 25 SECONDS EAST, A DISTANCE OF 73.64 FEET TO A POINT ON CURVE ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION RECORDED JUNE 30, 1992 AS DOCUMENT NUMBER 92476264; THENCE CONTINUING A DISTANCE OF 155.93 FEET, ALONG SAID EAST RIGHT-OF-WAY LINE AS CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION PER DOCUMENT NUMBER 00391601, BEING THE ARC OF A 2945.57 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING NORTH 15 DEGREES 28 MINUTES 23 SECONDS EAST, A DISTANCE OF 155.91 FEET TO A POINT ON THE CURVE; THENCE NORTHEASTERLY A DISTANCE OF 27.90 FEET, ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING NORTH 56 DEGREES 57 MINUTES 20 SECONDS EAST, A DISTANCE OF 25.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 72 ALSO KNOWN AS HIGGINS ROAD AS DEDICATED PER DOCUMENT NUMBER 16806228; THENCE SOUTH 83 DEGREES 04 MINUTES 42 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 195.93 FEET; THENCE SOUTH 13 DEGREES 50 MINUTES 46 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.15 FEET; THENCE SOUTH 82 DEGREES 45 MINUTES 10 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 397.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH SUBDIVISION; THENCE SOUTH 07 DEGREES 10 MINUTES 53 SECONDS WEST, ALONG SAID EAST LINE OF LOT 1, A

DISTANCE OF 111.56 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 213.35 FEET, ALONG SAID EAST LINE, BEING THE ARC OF A 381.49 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING SOUTH 23 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 210.58 FEET; THENCE SOUTH 39 DEGREES 13 MINUTES 29 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 1.88 FEET; THENCE NORTH 50 DEGREES 46 MINUTES 31 SECONDS WEST, A DISTANCE OF 171.56 FEET; THENCE NORTH 82 DEGREES 25 MINUTES 35 SECONDS WEST, A DISTANCE OF 436.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING: 153,343 SQUARE FEET OR 3.521 ACRES, MORE OR LESS

Permanent Real Estate Index Numbers:   08-21-403-034-0000  
  08-21-403-035-0000 (part of)

Address of Real Estate:                       1 E. Higgins Road, Elk Grove Village, Illinois,  
  60007

Exhibit B

**Legal Description of Village Property**

**LOT 2 IN ELK GROVE WOODS SUBDIVISION  
ELK GROVE VILLAGE, ILLINOIS**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MEDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1957 AS DOCUMENT NUMBER 16806228 ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH 09 DEGREES 41 MINUTES 05 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 95.76 FEET; THENCE NORTH 12 DEGREES 53 MINUTES 00 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE OF ARLINGTON HEIGHTS ROAD AS CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION PER DOCUMENT NUMBER 94119736 AND PER CONDEMNATION CASE NUMBER 94L50598, A DISTANCE OF 385.34 FEET TO A POINT OF CURVE; THENCE NORTHERLY A DISTANCE OF 148.72 FEET ALONG SAID EAST RIGHT-OF-WAY LINE, BEING THE ARC OF A 2945.57 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING NORTH 11 DEGREES 04 MINUTES 40 SECONDS EAST, A DISTANCE OF 148.70 FEET TO A POINT; THENCE SOUTH 82 DEGREES 25 MINUTES 35 SECONDS EAST, A DISTANCE OF 436.24 FEET; THENCE SOUTH 50 DEGREES 46 MINUTES 31 SECONDS EAST, A DISTANCE OF 171.56 FEET TO THE EAST LINE OF SAID LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH SUBDIVISION; THENCE SOUTH 39 DEGREES 13 MINUTES 29 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 645.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 80 DEGREES 10 MINUTES 51 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 1, A DISTANCE OF 292.22 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. CONTAINING: 287,109 SQUARE FEET OR 6.591 ACRES, MORE OR LESS

Address: 1 – 53 S. Arlington Heights Road, Elk Grove Village, IL 60007

Exhibit C

Depiction of Access Easement Premises

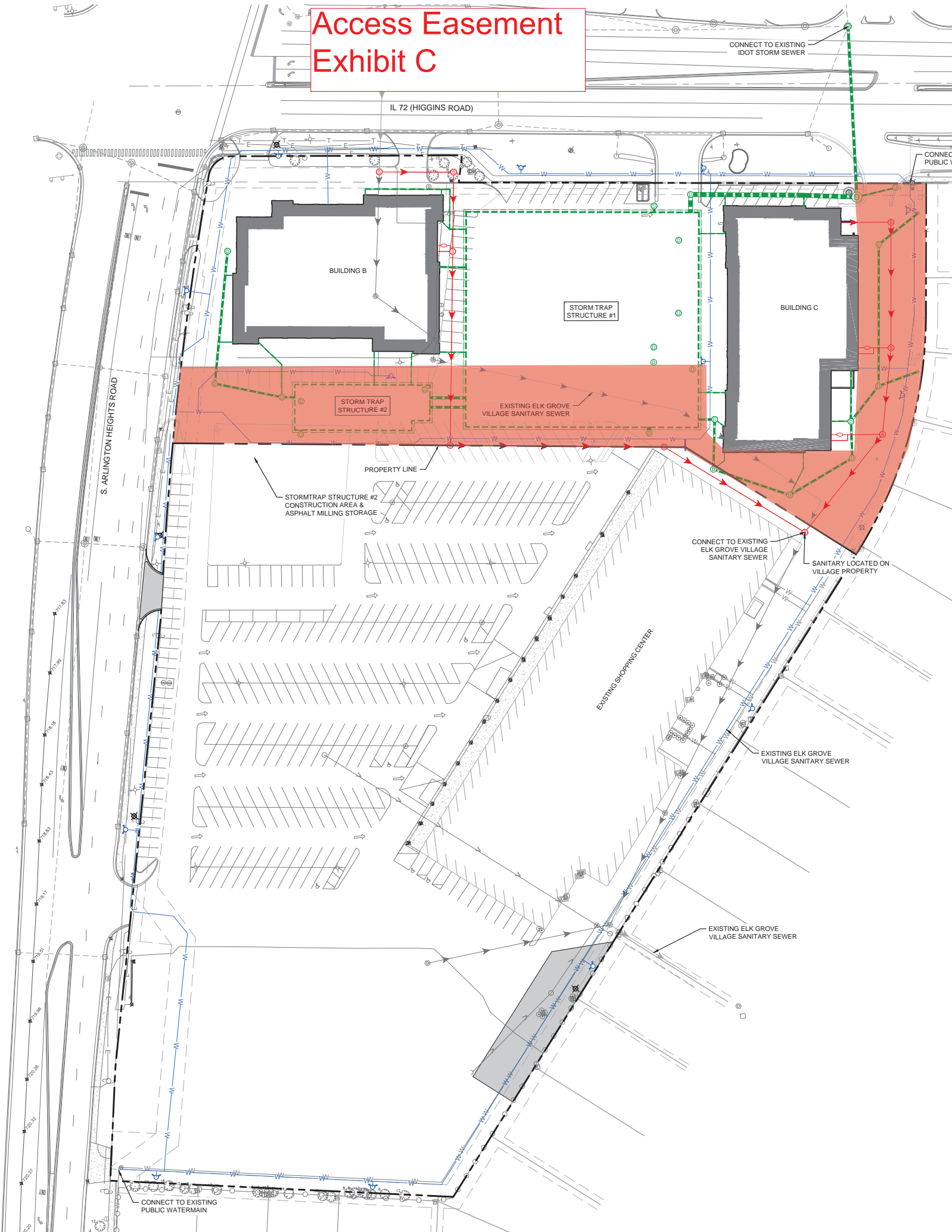


Exhibit D

Depiction of Drainage Easement Premises

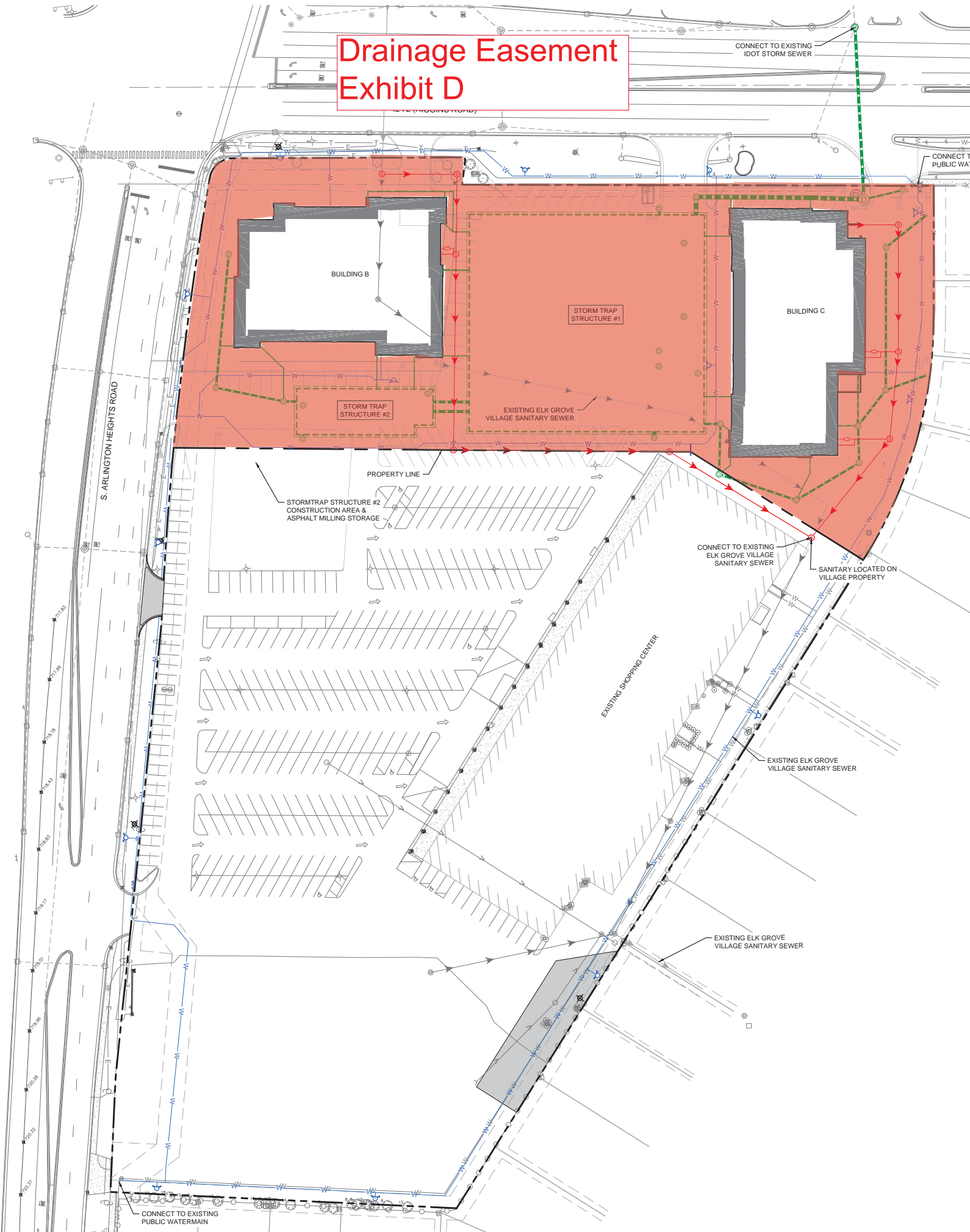
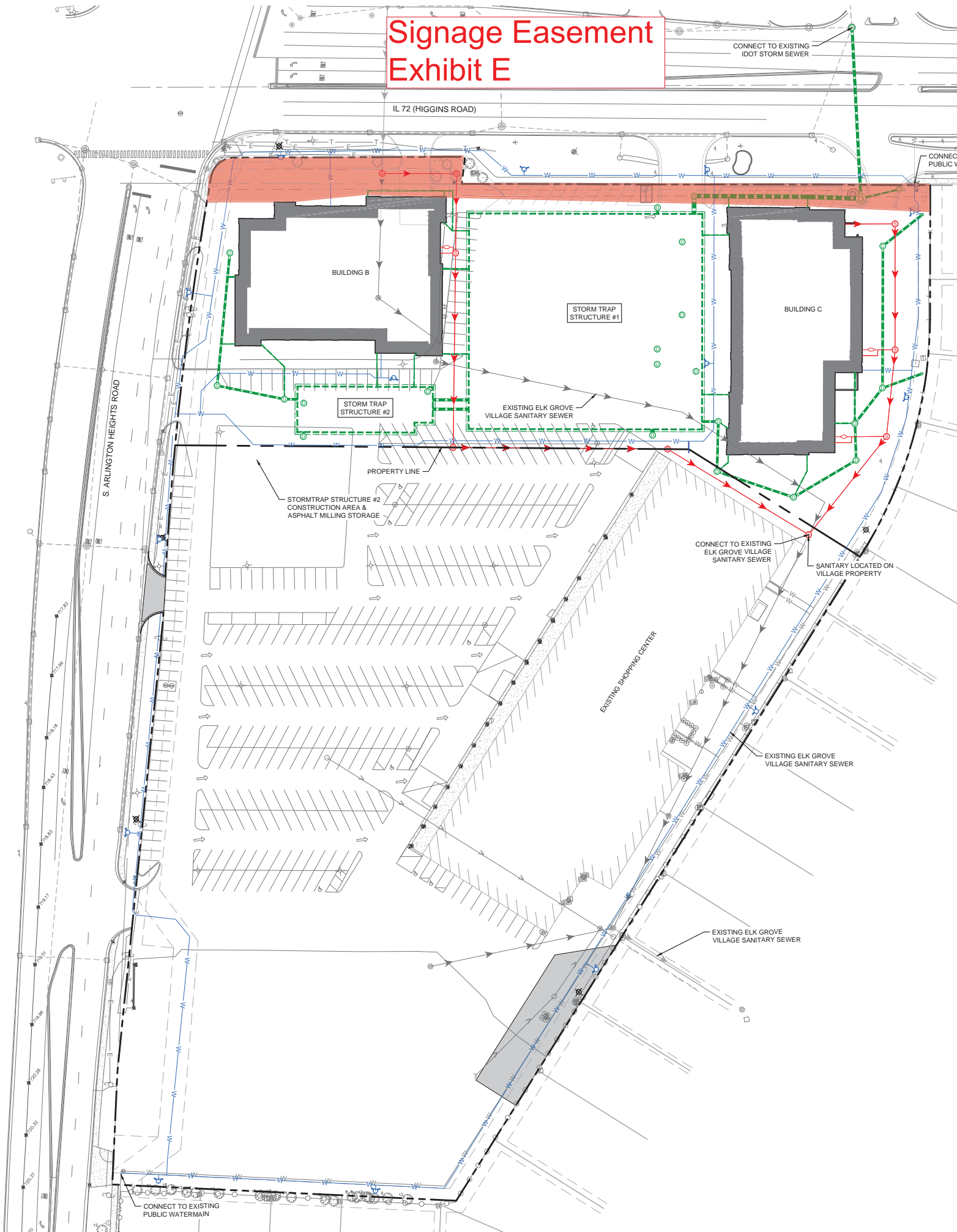




Exhibit E

Depiction of Signage Easement Premises



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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A FIRST AMENDMENT TO THE DEVELOPMENT AND OPERATING AGREEMENT FOR A CRAFT GROW FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND KANNAVIR INNOVATIONS 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:

**FIRST AMENDMENT TO THE 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



## FIRST AMENDMENT TO DEVELOPMENT AND OPERATING AGREEMENT

This First Amendment to Development and Operating Agreement (“First Amendment”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 amends a certain Development and Operating Agreement dated April 14, 2020 between the Village of Elk Grove Village (“Village”), and Kannavir Innovations LLC (“Craft Grower”).

### RECITALS

The Village and Craft Grower entered into that certain Development and Operating Agreement dated April 14, 2020 (“Agreement”) to allow the Craft Grower to, upon obtaining the necessary License from the State of Illinois, operate a Craft Growing Facility in the Village.

The Village and Craft Grower wish to amend the Agreement to reflect the agreements set forth herein.

**NOW, THEREFORE**, in consideration of the above and pursuant to the terms set forth under the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Paragraph 6.01 is hereby deleted in its entirety and replaced with the following:

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.

2. Paragraph 6.02 of the Agreement is hereby deleted in its entirety and replaced with the following:

6.02 Community Contributions. Starting on February 28, 2025, and prior to February 28<sup>th</sup> each year thereafter, Craft Grower shall provide an annual donation in the amount of Seven Thousand U.S. dollars (\$7,500) to the Village of Elk Grove Village for community events and outreach. In addition, Craft Grower shall provide an annual donation in the amount of Two Thousand Five Hundred U.S. dollars (\$2,500) to the following organization: Kenneth Young Youth Center for drug and mental health treatment programs.

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.

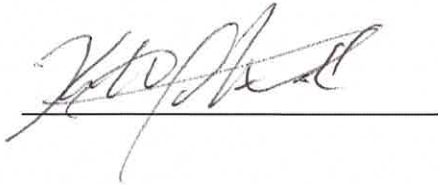
The Community Contributions, shall be subject to renegotiating by the parties on the tenth (10th) anniversary of the Commencement Date, provided the Agreement is so extended. In the event the parties are unable to agree upon new terms within thirty (30) days after the tenth (10th) anniversary, then this 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.

The parties have executed this First Amendment as of the effective date.

KANNAVIR INNOVATIONS LLC  
An Illinois Limited Liability Corporation

VILLAGE OF ELK GROVE VILLAGE,  
An Illinois Municipal Corporation

By:



By: \_\_\_\_\_

Its Mayor

ATTEST:

By: \_\_\_\_\_

Village Clerk

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 CRAFT SALES  
R US, LLC, DBA ECHELON GROW**

---

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:

**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 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 \_\_\_\_\_ 2024

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024

APPROVED:

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

ATTEST:

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

**DEVELOPMENT AND OPERATING AGREEMENT**  
**CRAFT GROW FACILITY**

THIS DEVELOPMENT AND OPERATING AGREEMENT (“Agreement”) is made and entered into as of this 3rd day in September 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 Craft Sales R Us, LLC., DBA Echelon Grow (“Craft Grower”) an Illinois LLC.

**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 28<sup>th</sup> each year thereafter, Craft Grower shall provide an annual donation in the amount of Seven Thousand

U.S. dollars (\$7,500) to the Village of Elk Grove Village for community events and outreach. In addition, Craft Grower shall provide an annual donation in the amount of Two Thousand Five Hundred U.S. dollars (\$2,500) to the following organization: Kenneth Young Youth Center for drug and mental health treatment programs.

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:

Craft Sales R Us, LLC.  
DBA Echelon Grow  
ATTN: Chris Mayer  
421 N California St.  
Sycamore, IL 60178

With copies to:

Michael Gilbert  
421 N California St.  
Sycamore, IL. 60178

And

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 (10<sup>th</sup>) 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.

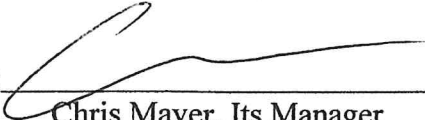
- C. Termination. Should the Act be repealed, then this Agreement shall terminate and Craft Grower shall cease doing business in the Village. Should the State enact new legislation enabling this Program (or its successor) to continue, then, so long as Craft Grower maintains a valid License and valid 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.

CRAFT SALES R US, LLC.  
DBA ECHELON GROW  
An Illinois LLC.

VILLAGE OF ELK GROVE

By:  \_\_\_\_\_  
Chris Mayer, Its Manager

By: \_\_\_\_\_  
Its Mayor

ATTEST:

By: \_\_\_\_\_  
Village Clerk

**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 2374 ESTES 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 2374 Estes Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-35-200-020-0000, 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 2374 Estes Avenue, Elk Grove Village, Cook County, Illinois, and identified by Property Index Number 08-35-200-020-0000, 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:

THE EAST ONE HUNDRED SEVENTY FIVE (175) FEET AS MEASURED ALONG THE NORTH LINE THEREOF OF THE WEST 1289.79 FEET AS MEASURED ALONG THE NORTH LINE THEREOF OF LOT TWENTY EIGHT (EXCEPTING FROM SAID EAST 175 FEET THAT PART THEREOF FALLING IN THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (28) IN CENTEX INDUSTRIAL PARK UNIT 5 BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN

THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON  
SEPTEMBER 28, 1960, AS DOUCMENT NUMBER 1944839.

**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 Number 08-35-200-020-0000. 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 subject to the petitioner completing the following conditions within twelve months of closing:

- a. New façade on the east elevation of the building;
- b. Updated landscaping and added signage;
- c. Repair of parking lot and remove two front parking stalls in the 25’ setback; and
- d. New concrete dock drive and aprons, along with clean out the rear drainage ditch.

**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**

6b. Wolf Family Enterprise, 2374 Estes

**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 2400 EAST DEVON 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 2400 E. Devon Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-35-404-065-0000, 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 2400 E. Devon Avenue, Elk Grove Village, Cook County, Illinois, and identified by Property Index Number 08-35-404-065-0000, 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:

LOT 133 (EXCEPT THE WEST 20 FEET THEREOF) AND ALL OF LOTS 134, 135, 136, 137, AND THE WEST 20 FEET OF LOT 138 IN CENTEX INDUSTRIAL PARK NUMBER 11 BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NO 18782018 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 Number 08-35-404-065-0000. 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 subject to the petitioner completing the following conditions within twelve months of closing:

- a. New façade and exterior lighting;
- b. Updated landscaping along with clean out the rear drainage ditch;
- c. Repair of parking lot, and add new storm drains;
- d. New ADA accessible walkways to the front entryways;
- e. New concrete dock drive and aprons.

**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**

**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 135 BOND STREET, 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 135 Bond Street, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-22-301-010-0000, 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 135 Bond Street, Elk Grove Village, Cook County, Illinois, and identified by Property Index Number 08-22-301-010-0000, 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:

THE SOUTH 300 FEET OF LOT 21 AND 22 (EXCEPT THE SOUTH 125 FEET THEREOF) IN HIGGINS ROAD COMMERCIAL SUBDIVISION UNIT NUMBER 1, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, 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 Number 08-22-301-010-0000. 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 subject to the petitioner completing the following conditions within twelve months of closing:

- a. Improvements include new façade, and exterior lighting;
- b. Update the landscaping and clean out the rear drainage ditch;
- c. Repair the parking lot and add new storm drains;
- d. Add new ADA accessible walkways to the front entryways;
- e. New concrete dock drive and aprons.

**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**

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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE  
A FIRST AMENDMENT TO A TIF REDEVELOPMENT AGREEMENT BETWEEN THE  
VILLAGE OF ELK GROVE VILLAGE AND AGG PROPERTIES LLC. (BUSSE-  
ELMHURST TIF)**

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

**Section 1:** That the Mayor be and is hereby authorized to sign the attached documents marked:

**FIRST AMENDMENT TO REDEVELOPMENT 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 \_\_\_\_\_ 2024**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**APPROVED:**

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

**ATTEST:**

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



## **FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (this "**Amendment**"), is made and entered into as of the \_\_\_\_ day of September, 2024 ("**Effective Date**"), by and between the Village of Elk Grove Village, an Illinois home rule municipal corporation located in Cook and DuPage Counties, Illinois (the "**Village**"), and AGG Properties, LLC, an Illinois limited liability company ("**Developer**"). Developer together with the Village, are collectively referred to as the "**Parties**," and sometimes, individually, a "**Party**."

### **RECITALS**

- A. The Parties entered into that certain Redevelopment Agreement dated March 26, 2024, and recorded with the Clerk of Cook County, Illinois, on April 16, 2024, as Document No. 2410711026 (the "**RDA**").
- B. The purpose and intent of the RDA was the Village to provide financial assistance for development of a Road Ranger branded truck and passenger vehicle fueling station with convenience store (the "**Project**") by Developer on the Property (as defined in the RDA).
- C. Developer and Road Ranger were unable to agree to terms and as such moved to terminate the Project.
- D. The Parties remain interested in the redevelopment of the Property with a different fueling station and convenience store provider or such other use approved by the Village and are entering into this Amendment to grant a period of time for the Parties to mutually agree on revisions to the RDA to allow for a new development Project on the Property.

**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 hereby agree as follows:

- 1. The Parties agree to work together on terms and conditions for an Amended and Restated Redevelopment Agreement for the Property ("**Amended RDA**").
- 2. In the event the Parties do not enter into an Amended RDA on or before October 31, 2024, either Party may thereafter terminate the RDA by written notice to the other Party. In such event, the real property commonly known as 2300 East Higgins Road, Elk Grove Village, Illinois, shall be reconveyed by Developer to the Village in accordance with the terms set forth in Section 3.03(D) of the RDA, including payment by the Village to Developer in the amount of Three Million One Hundred Twenty-five Thousand and 00/100 (\$3,125,000.00) Dollars minus any Assistance previously received by Developer from the Village, if any.
- 3. Except as modified by this Amendment, the RDA shall remain in full force and effect.
- 4. This Amendment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

A facsimile copy or digital (email/PDF) of this Amendment and any signatures thereon shall be considered originals for all purposes.

5. This Amendment embodies the entire agreement and understanding between the Parties relating to the subject matter contemplated hereby and may not be amended, waived or discharged except by an instrument in writing executed by all Parties.

**[SIGNATURE PAGE FOLLOWS]**

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

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

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

ATTEST:

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

**AGG PROPERTIES, LLC**

By: \_\_\_\_\_  
Mario Gullo, Manager