



ADDENDUM
REGULAR VILLAGE BOARD MEETING
SEPTEMBER 24, 2024
7:00 PM

6. CONSENT AGENDA

- i. Consideration to adopt Resolution No. 62-24 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 1090 Pratt Blvd.

(The Law Offices of Liston & Tsantilis, on behalf of their client 1090 PRATT LLC, (Applicant) is seeking a Cook County Class 6B property tax exemption for property located at 1090 Pratt Boulevard.

(The Applicant purchased the 24,974-square-foot industrial building, which will be leased to Piggy Cars d/b/a EZ FINTECH CORP. for distribution, warehousing, and transportation of general freight.

(Fintech has locations in Montana, Texas, Oregon, Arizona, Washington, New York, and Georgia and has chosen Elk Grove Village for its Illinois operations. Fintech plans to hire approximately 10-12 full-time and 15 part-time employees.

(The Applicant will refurbish the building to increase its functionality and improve the interior and exterior aesthetics, at an estimated total investment of \$400,000

(Improvements include replacing the overhead garage door, reconstructing the sidewalk leading up to the main building entrance, removing the AC split system mounted to the exterior wall on the south side of the building, removing unused rail spur, resurfacing the existing parking lot, expanding the existing parking lot, adding a new one-way drive, reconstructing the existing loading dock apron, installing five new windows, as well as updating the landscaping and façade. 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 greater than twelve continuous months with a purchase for value 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.)

- j. Consideration to adopt Resolution No. 63-24 authorizing the Village Manager and Village Clerk to execute a First Amendment to the Lease Termination Agreement with Mixx Hair Salon (53-55 Turner Avenue).

(Adoption of this agreement amends the terms related to the early lease termination by Mixx Hair Salon previously adopted on April 11, 2024.

(Due to permitting issues related to the tenants relocation, the lease termination will be extended to December 1, 2024.)

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 1090 PRATT BOULEVARD, 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 1090 Pratt Boulevard, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-34-305-028-0000, 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 1090 Pratt Boulevard, Elk Grove Village, Cook County, Illinois, and identified by Property Index Number 08-34-305-028-0000, 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:

LOTS 26 AND 27 AND THE EAST 6.25 FEET OF LOT 28 IN CENTEX INDUSTRIAL PARK UNIT 22, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART OF LOT 26, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 26; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE, 21 MINUTES, 53 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 26, A DISTANCE OF 260.01 FEET (260.0 FEET, RECORDED) TO THE SOUTHEASTERLY LINE OF LOT 26; THENCE SOUTHWESTERLY, A DISTANCE OF 1.75 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 26 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 01 DEGREE, 08 MINUTES, 12 SECONDS WEST, A DISTANCE OF 1.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY, A DISTANCE OF 29.67 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 26 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 46 DEGREES, 08 MINUTES, 14 SECONDS WEST, A DISTANCE OF 27.02 FEET TO THE SOUTH LINE OF LOT 26; THENCE SOUTH 88 DEGREES, 38 MINUTES, 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 26, A DISTANCE OF 25.42 FEET; THENCE NORTH 82 DEGREES, 31 MINUTES, 24 SECONDS EAST, A DISTANCE OF 12.53 FEET; THENCE NORTHEASTERLY, A DISTANCE OF 37.83 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 51.42 FEET, THE CHORD OF SAID CURVE BEARS NORTH 61 DEGREES, 24 MINUTES, 31 SECONDS EAST, A DISTANCE OF 36.99 FEET TO THE POINT OF BEGINNING, 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 08-34-305-028-0000. 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. Replacing the overhead garage door, reconstructing the sidewalk leading to main entrance;
- b. Removing the AC split system mounted on the exterior wall on the south side of building;
- c. Removing unused rail spur, resurfacing and expanding the existing parking lot, and adding a new one-way drive;
- d. Reconstructing the existing loading dock apron, installing 5 new windows, as well as updating landscaping and façade; and
- e. Clean out 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, 1090 Pratt Blvd

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE A FIRST AMENDMENT TO THE LEASE TERMINATION AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE MIXX HAIR SALON (53-55 TURNER AVENUE)

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 Village Manager be and is hereby authorized to sign the attached document marked:

FIRST AMENDMENT TO LEASE TERMINATION 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 document upon the signature of the Village Manager.

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 LEASE TERMINATION AGREEMENT

THIS FIRST AMENDMENT TO LEASE TERMINATION AGREEMENT (“First Amendment”) is entered into this ____ day of September, 2024 (“**First Amendment Effective Date**”), by and between the VILLAGE OF ELK GROVE VILLAGE, an Illinois home rule municipal corporation located in Cook and DuPage counties (“**Village**”), and THE MIXX HAIR SALON (“**Tenant**”) (the Village, together with the Tenant, are collectively referred to as the “**Parties**” and individually, sometimes, a “**Party**”).

RECITALS

A. Tenant entered into a lease agreement (“**Lease**”) dated January 1, 2023 authorizing the Tenant to occupy and conduct certain business activities at 53-55 Turner Avenue, Elk Grove Village, Illinois (“**Property**”), all as set forth in the Lease.

B. On or about April 11, 2024, the Parties entered into a Lease Termination Agreement (“**Termination Agreement**”) establishing certain terms applicable to Lease’s termination and the Tenant’s surrender of the Property.

C. The Village, with the Tenant’s consent, assumed the landlord’s rights and obligations under Lease when the Village acquired title to the Property on or about April 30, 2024.

D. At the Tenant’s request, the Parties now wish to amend the Termination Agreement to revise the Termination Date and make related changes, all as set forth in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals and all exhibits attached to this First Amendment are incorporated as though fully set forth in this Section 1.

2. Capitalized Terms; Conflict. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Termination Agreement. In the event of any conflict between the terms and conditions hereof and those set forth in the Termination Agreement or the Lease, the terms and conditions of this First Amendment shall control.

3. Section 2.01 Amended. Termination Agreement Section 2.01 is amended as follows (additions underlined and deletions ~~struck through~~):

2.01 Termination of Lease. The Parties hereby agree that the Tenant shall, at its sole cost, vacate the Unit and the Lease shall terminate no later than 10:00 a.m. CST on December 1, 2024 ~~2:00 p.m. CST on October 1, 2024~~ (“**Termination Date**”).

4. Maintenance and Repairs. Beginning on the First Amendment Effective Date, the Tenant will be solely responsible, at the Tenant's sole cost, for all maintenance, repair, and upkeep of the Property (collectively, "**Maintenance**"). The Tenant acknowledges and agrees that the Village shall have no responsibility for Maintenance, notwithstanding any provision of the Lease or the Termination Agreement to the contrary.

5. Additional Consideration. Beginning on October 1, 2024 and concluding on the Termination Date, the Tenant shall owe the Village **ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS** per month for each month, or portion thereof, the Tenant occupies the Property ("**Monthly Payment**"). The Village will deduct all Monthly Payments owed from the final Fee payment, as set forth in Termination Agreement Section 2.02(E).

6. Binding Effect. This First Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Village and the Tenant.

7. One Agreement. The Lease, Termination Agreement, and First Amendment shall be construed as one instrument. The terms and provisions of the Lease and the Termination Agreement not specifically modified by this First Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this First Amendment. The terms and provisions of the Lease and the Termination Agreement are incorporated herein by reference as if fully stated herein.

8. Amendment. The terms and conditions of this First Amendment may not be modified, amended, altered, or otherwise affected except by instrument in writing executed by the Parties.

9. Final Form. This First Amendment represents the final agreement between Seller and Purchaser and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between the Parties. There are no unwritten oral agreements between the Parties.

10. Severability. If any term or provision of this First Amendment, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this First Amendment, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each provision of this First Amendment shall be valid and shall be enforceable to the extent permitted by law.

11. Authority. Each Party represents and warrants to the other that it has the requisite authority to enter into this First Amendment, and each party shall, upon request, provide evidence of such authority acceptable to the other at the time of execution of this First Amendment.

12. Counterparts. This First Amendment may be executed in multiple counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively but

one instrument; but in making proof of this First Amendment, it shall not be necessary to produce or account for more than one such counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this First 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 home rule municipal corporation

By: _____
Matthew J. Roan
Village Manager

ATTEST:

Loretta M. Murphy, Village Clerk

TENANT:

By  _____
Heather Haftl
Mixx Hair Salon

By  _____
Denise Scianna
Mixx Hair Salon

By  _____
Kelli Brown
Mixx Hair Salon