



AGENDA

REGULAR VILLAGE BOARD MEETING

NOVEMBER 19, 2024

7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR JINTAEK CHUNG, TRINITY GOSPEL CHURCH)

3. APPROVAL OF MINUTES OF OCTOBER 22, 2024

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: OCTOBER 31, 2024 \$ 8,073,935.93
NOVEMBER 19, 2024 \$ 778,980.96

6. CONSENT AGENDA

- a. Consideration of a request from the Prairie Lake School, located at 404-408 E. Devon Avenue, to waive 2024 alarm license fees in the amount of \$50.

(The Prairie Lake School is seeking a waiver of 2024 alarm license fees.

(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.)

- b. Consideration of a request from the Elk Grove Park District to waive permit fees to install fencing and foul poles for the baseball fields at Mead Park, 1769 Gibson Drive, in the amount of \$670.

(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.)

- c. Consideration to authorize payment of \$2,000 in membership dues to the Illinois Municipal League for Fiscal Year 2024-2025.

(The Illinois Municipal League (IML) represents municipalities on legislation pending before the General Assembly.

(In addition, the Village dues payment includes subscriptions to the Illinois Municipal Review, a monthly publication that contains articles on programs and findings of member municipalities.

(Sufficient funds are budgeted and available for this purpose in the General Fund.)

- d. Consideration to award a purchase contract through the Minnesota State Equipment Contract to Street Smart Rentals LLC, of Columbus, MN for the purchase of a Scorpion II Crash Attenuator TL-3 Trailer with Arrow Board in the amount of \$35,185 from the General Fund.

(The Scorpion II Crash Attenuator TL-3 Trailer, equipped with a 25-light LED arrow board, is available through the MN State Equipment Purchase Contract A-210(5)-Contract #202192 from Street Smart Rentals LLC. of Columbus, MN in the amount of \$35,185)

(Adequate funds are available in the General Fund.)

(The Director of Public Works recommends approval.)

- e. Consideration to award a sole source purchase contract to Stryker Medical of Johnsburg, IL for the purchase of one (1) Power Stretcher in the amount of \$35,603.89 from the General Fund.

(Stryker Medical equipment must be purchased directly from the manufacturer, which also services the equipment.

(The Fire Department has standardized on Stryker Medical stretchers for many years, ensuring compatibility with old and new equipment, and benefitting from the familiarity of the equipment among personnel.

(The Fire Department has an excellent working relationship with Stryker Medical.

(This purchase will replace an existing 10-year old unit to provide enhanced medical equipment to the newest and most frequently used ambulances.

(Adequate funds are available and budgeted in the General Fund.

(The Fire Chief recommends approval.)

- f. Consideration to award a sole source purchase contract to Stryker Medical of Johnsburg, IL for the purchase of one (1) Power Stretcher and one (1) Power Load Stretcher System in the amount of \$63,446.11 from the Capital Replacement Fund.

(Stryker Medical equipment must be purchased directly from the manufacturer, which also services the equipment.

(The Fire Department has standardized on Stryker Medical equipment for many years, ensuring compatibility with old and new equipment, and benefitting from the familiarity of the equipment among personnel.

(The Fire Department has an excellent working relationship with Stryker Medical.

(This purchase will provide valuable advanced medical equipment for the newest ambulance currently on order and will be fitted into the vehicle while it is being built.

(Ordering now guarantees equipment availability and protection from price increases expected in November 2024.

(Adequate funds are available in the Capital Replacement Fund.

(The Fire Chief recommends approval).

- g. Consideration to award a sole source purchase contract to Stryker Medical of Johnsburg, IL for the purchase of four (4) powered stair chairs in the amount of \$65,036.80 from the Foreign Fire Insurance Board Fund.

(Stryker Medical equipment must be purchased directly from the manufacturer, which also services the equipment.

(The Fire Department has standardized on Stryker Medical equipment for many years, ensuring compatibility with old and new equipment, and benefitting from the familiarity of the equipment among personnel.

(The Fire Department has an excellent working relationship with Stryker Medical.

(This purchase will provide enhanced medical equipment to the newest and most frequently used ambulances.

(Adequate funds are available in the FY2025 Foreign Fire Insurance Board Fund.

(The Fire Chief recommends approval.)

- h. Consideration to concur with the 2024 combined Village and Library property tax levy determination in the amount of \$36,115,051 less the proposed abatement of \$8,435,461 for a net levy of \$27,679,589.

(The Village will decrease their levy requirement by \$387,784 (-1.83%) from the prior year.

(The impact will decrease by \$14.63 on the Village portion of the tax levy for a \$367,900 home.

(The Library request increased by \$274,649 (4.18%) from last year with a projected increase of \$12.15 on a \$367,900 home.

(The Director of Finance recommends approval.)

- i. Consideration to award a professional service contract to Engineering Enterprises, Inc. of Sugar Grove, IL to perform an analysis to determine how to maximize water reservoir storage in the Business Park for the amount of \$48,709 from the Busse/Elmhurst Redevelopment Fund.

(A proposal was solicited from Engineering Enterprises, Inc. (EEI) of Sugar Grove, IL for professional services to perform an analysis to determine how to maximize water reservoir storage in the Business Park. The analysis will focus on three pump houses: Pump House #2, #6, and #9 located within the Busse Elmhurst Tax Increment Financing (TIF) district.

(EEI proposes to furnish the required personnel, materials, and expertise to conduct the necessary investigations, analysis and calculations, along with exhibits, cost estimates and narrative, to determine the best location within the Busse Elmhurst TIF district to construct additional ground reservoir water storage. The analysis will conclude with a written report recommending feasibility and whether this project is cost-effective.

(EEI has successfully completed multiple projects for the Village and similar analysis for other communities in northern Illinois.

(The Director of Public Works recommends approval.)

- j. Consideration to award a construction contract to the lowest responsive and responsible bidder, Albrecht Enterprises, Inc. of Des Plaines, IL for the Demolition at 25 Turner Avenue in an amount not to exceed \$141,200.

(On Thursday November 7, 2024 the Village opened sealed bids for the Demolition at 25

Turner Avenue project.

(Nine (9) contractors obtained bid documents and seven (7) bids were submitted.

(The lowest responsive and responsible bid was received by Albrecht Enterprises, Inc. of Des Plaines, IL in the amount of \$141,200.

(Adequate funds are available in the Construction Infrastructure Fund.

(The Director of Community Development recommends approval.)

- k. Consideration to award a professional services contract with Mac Strategies Group, Inc. of Chicago, IL to provide strategic consulting and advocacy services to the Village in consulting with the State of Illinois and other governmental agencies for the 2025 calendar year in the amount of \$60,000.

(Mac Strategies has been retained by the Village to assist with legislative monitoring and advocating on behalf of the Village in relation to legislation being considered by the State of Illinois and other local agencies.

(In addition, Mac Strategies has helped identify and secure grant funding for critical Village infrastructure projects.

(This contract will continue these services for calendar year 2025.)

- l. Consideration to award a professional services contract to Cornerstone Government Affairs, Inc. of Washington DC to provide strategic consulting and advocacy services to the Village in consulting with the State of Illinois for the 2025 calendar year in the amount of \$120,000.

(Cornerstone has been retained by the Village to assist with legislative monitoring and advocating on behalf of the Village in relation to legislation being considered by the State of Illinois. In addition, they help identify and secure grant funding for critical Village infrastructure projects.

(This contract will continue these services for calendar year 2025.

(Fidelity Consulting Group is also a subcontractor serving under Cornerstone at a rate of \$3,000 a month.)

- m. Consideration of the following:

- To concur with prior Village Board authorization to waive the formal bid process and award a purchase contract to D'Orazio Ford of Wilmington, IL for the purchase of two (2) Ford Escapes in the total amount of \$57,571.94 from the General Fund; and
- To increase the General Fund budget in the amount of \$80,000.

(Community Development and Public Works Fleet are replacing Units 505 and 507, a 2013 and 2014 Dodge, due to age, a blown engine, costly and frequent repairs, and the determination that the current vehicles have reached the end of their useful lives.

(An order placed through the SPC contract would take two to three months to fulfill, therefore Public Works identified an alternate sourcing option for these vehicles.

(The price per unit of \$28,785.97 from D'Orazio Ford is less than the Suburban Purchasing Cooperative (SPC) contract cost per unit.

(The 2025 Ford Escape is available through D'Orazio Ford of Wilmington, IL, for immediate purchase.

(The total cost of the two Ford Escapes is \$57,571.94.

(In order to provide sufficient funds to purchase and outfit the Escapes, it is necessary to increase the FY 2025 General Fund budget by \$80,000.

(The Director of Community Development recommends approval.)

- n. Consideration to increase the construction contract with Globe Construction, Inc. of Addison, IL for the 2024 Village-Wide Concrete Replacement Program in the amount of \$33,574.57 for a total cost of \$708,574.57 from the Capital Projects Fund and Water & Sewer Fund.

(On March 26, 2024, the Village Board awarded a construction contract to Globe Construction, Inc. of Addison, IL to remove and replace concrete curbs and sidewalk throughout the Village, for a total amount not to exceed \$675,000.

(An increase of \$33,574.57 is requested for a change order that includes providing a sidewalk for the five incorporated residents in the Branigar Subdivision, as well as the replacement of concrete aprons due to water main breaks this fall.

(Adequate funds are available in the Capital Projects and Water & Sewer Funds.

(The Director of Public Works recommends approval.)

- o. Consideration to award a purchase contract through the Illinois Department of Central Management Services to Morton Salt, Inc. of Chicago, IL for the delivery of up to 600 tons of bulk rock salt in the amount of \$42,036.

(On April 9, 2024, the Village Board approved a requisition through the Illinois Department of Central Management Services (CMS) Joint Purchasing Program to procure 2,500 tons of bulk rock salt with the option to increase or decrease the order by 20 percent, or 500 tons, if necessary.

(Due to the Village having two salt barns located at two separate locations, 450 E. Devon Avenue and 1635 Biesterfield Road, CMS required the Village to separate its bid quantities amongst the two locations.

(The estimated quantity of 2,500 tons of bulk rock salt was divided with 2,000 tons being delivered to the James Paul Petri Public Works Facility at 450 E. Devon Avenue and the remaining 500 tons being delivered to the Public Works Biesterfield Facility located at 1635 Biesterfield Road.

(On October 9, 2024, the Village was notified by CMS that bulk rock salt had been secured for all joint purchasing participants.

(For the 1635 Biesterfield Road location, CMS provided a low bid of \$70.06 per ton for 500 tons from Morton Salt, Inc. of Chicago, IL.

(Adequate funds are available in the General Fund to purchase 600 tons of bulk rock salt through the CMS contract with Cargill Incorporated.

(The Director of Public Works recommends approval.)

- p. Consideration to award a purchase contract through the Illinois Department of Central Management Services to Compass Minerals America, Inc. of Overland Park, KS for the delivery of up to 2,400 tons of bulk rock salt in the amount of \$166,008.

(On April 9, 2024, the Village Board approved a requisition through the Illinois Department of Central Management Services (CMS) Joint Purchasing Program to procure 2,500 tons of bulk rock salt with the option to increase or decrease the order by 20 percent, or 500 tons, if necessary.

(Due to the Village having two salt barns located at two separate locations, 450 E. Devon

Avenue and 1635 Biesterfield Road, CMS required the Village to separate its bid quantities amongst the two locations.

(The estimated quantity of 2,500 tons of bulk rock salt was divided with 2,000 tons being delivered to the James Paul Petri Public Works Facility at 450 E. Devon Avenue and the remaining 500 tons being delivered to the Public Works Biesterfield Facility located at 1635 Biesterfield Road.

(On October 9, 2024, the Village was notified by CMS that bulk rock salt had been secured for all joint purchasing participants.

(For the 450 E Devon Ave location, CMS provided a low bid of \$69.17 per ton for 2,000 tons from Compass Minerals America, Inc. of Overland Park, KS. The pricing is lower than last year's rate of \$77.43 per ton.

(Adequate funds are available in the General Fund to purchase 2,400 tons of bulk rock salt through the CMS contract with Compass Minerals America, Inc.

(The Director of Public Works recommends approval.)

- q. Consideration to award a construction contract to Misfits Construction Company of Chicago, IL for the Residential Regulatory Sign Replacement Project Phase III in an amount not to exceed \$538,779 from the Capital Projects Fund.

(On Tuesday, October 22, 2024, the Village opened sealed bids for the Residential Regulatory Sign Replacement Project Phase III.

(The lowest responsive and responsible bid was received from Misfits Construction Company of Chicago, IL, in the amount of \$538,779.

(Funds are budgeted and available in the Capital Projects Fund.

(The Director of Public Works recommends approval.)

- r. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for a Special Use Permit to operate a recycling facility at the property located at 1550 Howard Street.

(Protech Environmental Inc is petitioning the Village for a Special Use Permit to operate a recycling facility at the property located at 1550 Howard Street.

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

- s. Consideration to adopt Ordinance No. 3874 amending Title 3 Business and License Regulations of the Village Code by amending Chapter 27 Private Solar Arrays for Public Electrical Distribution.

(Unique site characteristics for the installation of Private Solar Arrays have resulted in the need to add additional conditions and requirements for future installations.

(This item amends Title 3 Chapter 27 of the Village Code.

(The Director of Community Development recommends approval.)

- t. Consideration to adopt Ordinance No. 3875 amending Title 3 Business and License Regulations of the Village Code by adding thereto a new chapter entitled Private Electrical Vehicle Charging Stations for Public Use.

(The growing demand for private electrical vehicle charging stations has resulted in several recent requests for privately owned buildings to install electrical vehicle charging stations for the benefit of local businesses and for the convenience of electrical vehicle owners.

(This item adds a new business license chapter to the Village Code.
(The Director of Community Development recommends approval.)

- u. Consideration to adopt Ordinance No. 3876 removing and replacing Title 8, Chapter 4 Sign Regulations of the Municipal Code of the Village of Elk Grove Village in its entirety.

(During the modernization of the Zoning Code, the existing Sign Code was evaluated for overall applicability and enhancement.

(This Ordinance formally adopts an updated version of sign regulations throughout the Village.

(The new Sign Code reflects current best practices in regulations and legislation which align with the vision and future of the community.

(The Director of Community Development recommends approval.)

- v. Consideration to adopt Resolution No. 65-24 approving a Plat of Vacation of various public utilities, drainage and ingress/egress easements at Prime Data Centers at E. Higgins Road. and Oakton Street.

(The purpose of the Plat of Vacation is to allow Prime Data Centers to develop a data center campus without the impediment of unnecessary public utility, drainage and ingress/egress easements leftover from the previous development at this location.

(The Director of Community Development recommends approval.)

- w. Consideration to adopt Resolution No. 66-24 updating the Property Index Number and Legal Description for Resolution No. 63-23 for certain real estate located at 1001 Busse Road, Elk Grove Village, Illinois.

(On December 12, 2023, the Village Board approved Resolution No. 63-23, which determined appropriateness for a Class 6B for certain real estate located at 1001 Busse Road.

(The property at 1001-1101 Busse Road is a multi-tenant building and the Village Board only declared the portion of the building known as 10001 Busse Road.

(As a result of the division of the property into two separate PIN identifiers, Resolution No. 63-23 needs to be amended by establishing the amended PIN and legal description for 1001 Busse Road.)

- x. Consideration to adopt Resolution No. 67-24 authorizing the Mayor to execute a Joint Agreement between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village, and appropriate funds for construction engineering and construction match for the Devon Avenue and Tonne Road Intersection Improvement project in the amount of \$960,538.52 from the Capital Projects Fund.

(The Village has secured funding for the Devon Avenue and Tonne Road Intersection Improvement project through the Federal Highway Administration's Surface Transportation Program (STP) in the amount of \$745,147.

(The Joint Agreement for the Devon Avenue and Tonne Road Intersection Improvement project must be executed by and between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village.

(The Agreement provides funding for construction for the proposed roadway construction project.

(A resolution appropriating funds for the full construction engineering and construction match costs (\$960,538.52) must be adopted by the Village as a function of the execution of this Agreement.

(Adequate funds are budgeted and available in the Capital Projects Fund.

(The Director of Public Works recommends approval.)

- y. Consideration to adopt Resolution No. 68-24 amending Resolution 48-00 and authorizing the Mayor and Village Clerk to execute a First Amendment to the Ground Lease Agreement between the Village of Elk Grove Village and T-Mobile Central LLC at property located at 1141 Hawthorne Lane.

(This amendment would extend the Ground Lease Agreement for 1141 Hawthorne Lane between T-Mobile Central LLC, a Delaware limited liability company, and the Village of Elk Grove Village with an additional four (4), five-year terms at the end of the term expiring December 13, 2025.

(The new final Ground Lease Agreement expiration date will be on December 15, 2045.

(The amendment includes no change to the existing rent and maintains the annual 4% rent escalator.

(The Deputy Village Manager recommends approval.)

- z. Consideration to adopt Resolution No. 69-24 authorizing the Mayor to execute an Intergovernmental Agreement with the Illinois State Toll Highway Authority (Illinois Tollway) and the Village of Elk Grove Village as part of the I-490 Elgin O'Hare Western Access Project.

(The proposed Intergovernmental Agreement (IGA) between the Illinois State Toll Highway Authority (Illinois Tollway) and the Village of Elk Grove Village outlines the design, construction, and maintenance responsibilities for several infrastructure improvements as part of the I-490 Elgin O'Hare Western Access Project. Key improvements include the installation of a sanitary force main, shared use path, water main lining, and stormwater drainage enhancements.

(The Director of Public Works recommends approval.)

- aa. Consideration to adopt Resolution No. 70-24 approving the acquisition of a temporary easement at the southwest corner of the intersection of Arlington Heights Road & Devon Avenue for the Arlington Heights Road & Devon Avenue Intersections Resurfacing Project between the Village of Elk Grove Village and the Casey's Retail Company and payment to the property owner in the amount of \$2,000 from the Capital Projects Fund.

(The Village requested an easement from Casey's Retail Company to secure legal rights to modify the southwest corner of the intersection of Arlington Heights Road & Devon Avenue.)

(The property owner has agreed to a total easement cost of \$2,000 for the temporary easement.)

(The easement purchase prices were determined by appraisal, through the Village's consultant, Santa Cruz Associates.

(The Director of Public Works recommends approval.)

- bb. Consideration to adopt Resolution No. 71-24 appropriating funds in the amount of \$634,134 for the Joint Agreement with the Illinois Department of Transportation for Construction and Construction Engineering of the Arlington Heights Road & Devon

Avenue Resurfacing Project.

(The Village has secured funding for the Arlington Heights Road & Devon Avenue Resurfacing Project through the Federal Highway Administration's Surface Transportation Program Urban (STU) in the amount of \$917,985.

(The Agreement provides funding for construction and construction engineering of the proposed resurfacing construction project.

(The STU Program will fund approximately 59% of the anticipated \$1,552,119 construction cost, which is equal to \$917,985. As part of the agreement, the Village is responsible for approximately 31% of the construction cost, as well as construction engineering costs, which is equal to \$634,134.

(A resolution appropriating funds for the construction match costs (\$634,134) must be adopted by the Village as a function of the execution of this Agreement.

(Adequate funds are budgeted and available in the Capital Projects Fund.

(The Director of Public Works recommends approval.)

- cc. Consideration to adopt Resolution No. 72-24 authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage and the Village of Elk Grove Village for the construction and maintenance of the York Road multi-use path.

(The proposed Intergovernmental Agreement (IGA) between the County of DuPage and the Village of Elk Grove Village outlines the design, construction, and maintenance responsibilities for the York Road multi-use path, which is being constructed as part of DuPage County's York Road Reconstruction project, in association with the Tollway's I-490 project.

(The Director of Public Works recommends approval.)

- dd. Consideration to adopt Resolution No. 73-24 authorizing the Mayor and Village Clerk to execute a First Amendment to the Redevelopment Agreement with AGG Properties LLC (500-570 E. Higgins Road).

(Adoption of this agreement amends the terms related to the construction schedule previously adopted as Resolution No. 17-24 on March 26, 2024.

(Due to design and permitting, the commencement of construction for Building A will be extended to no later than July 1, 2025, matching the commence construction date for Building B so that both can be started at the same time.)

- ee. Consideration to adopt Resolution No. 74-24 authorizing the Village Manager and Village Clerk to execute a Second 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, as well as the First Amendment on September 24, 2024.

(Due to permitting issues related to the tenant's relocation, the lease termination will be extended to December 16, 2024.)

- ff. Consideration to adopt Resolution No. 75-24 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 601

Busse Road, 1800 Howard Street, 1830 Howard Street, 1850 Howard Street, 1831 Howard Street, 1801 Howard Street, and 1701 Howard Street.

(STACK Infrastructure (Applicant) is seeking a Cook County Class 6B property tax exemption for property located at 601 Busse Road, 1800 Howard Street, 1830 Howard Street, 1850 Howard Street, 1831 Howard Street, 1801 Howard Street, and 1701 Howard Street.

(The Applicant intends to construct one two-story data center building totaling approximately 270,000 square feet with related utility infrastructure. The proposed project will be constructed on a recently consolidated lot with current addresses including 601 Busse Road, 1800 Howard Street, 1830 Howard Street, 1850 Howard Street, 1831 Howard Street, 1801 Howard Street, and 1701 Howard Street.

(The development is anticipated to bring over \$400 million of investment and will create 25 additional full-time equivalent positions.

(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 is new construction.

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

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

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

- gg. Consideration to adopt Resolution No. 76-24 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 951 Lunt Avenue.

(The Law Offices of Liston & Tsantilis, on behalf of their client VK 951 Lunt LLC, (Applicant or Venture One), is seeking a Cook County Class 6B property tax exemption for property located at 951 Lunt Avenue.

(The Applicant intends to purchase the 74,985 square foot building used to be leased to a suitable industrial user. It's estimated that the eventual occupant will employ about 20-30 full-time employees. Venture One is a real estate private equity fund manager, developer and operating company specializing in the industrial property sector.

(The Applicant will refurbish the building to increase its functionality and improve the exterior aesthetics at an estimated cost of \$1.4 million.

(Improvements will include the removal and replacement of existing concrete aprons, the removal and replacement of landscaping, the reconstruction of both parking lots, new front windows, a new concrete sidewalk and stairs to the man door and connecting the east property line, new canopy and painting of the exterior drive-in doors and some of the existing precast concrete, as well as 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 based on the Reoccupation of Abandoned Property with less than 12 months vacancy, with a Purchase for Value, Substantial Rehabilitation, and Special Circumstances.

(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.)

- hh. Consideration to adopt Resolution No. 77-24 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 2001 Pratt Boulevard.

(The Law Offices of Holland Hicks Law, on behalf of their client M3 North America, LLC, (Applicant) is seeking a Cook County Class 6B property tax exemption for property located at 2001 Pratt Boulevard.

(The Applicant, also known as Greenridge Farm, purchased the 12,986 square foot building that will be a pilot plan for Greenridge on the Property. Greenridge Farm specializes in all-natural uncured deli meats, meat sticks, sausages, cheeses, and condiments.

(Greenridge needs more space to accommodate its growth plans, which include transferring 10 employees and creating an additional 23 jobs over the next ten years.

(The Applicant refurbished the building to increase its functionality and improve the interior, as well as the exterior aesthetics, at an estimated cost of \$3.1 million

(Improvements include partially demolishing the building, regrading the site, installing a new façade, consolidating two lots, reconstructing the parking lot, installing a below-ground stormwater management system, clearing the rear drainage ditch, updating landscaping, new floors, doors, offices, bathrooms, a sprinkler system, HVAC, and electrical.

(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 more than twelve continuous months, special circumstances, 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.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. PC Docket 24-5 - 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. (PH 11/18/24 at 7:00 PM)
- b. Consideration of a Petition for a Special Use Permit to operate a recycling facility at the property located at 1550 Howard Street. (Public Hearing date has yet to be determined.)
- 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 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.)
- e. 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.)
- f. 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

10. RECYCLING & WASTE COMMITTEE - Trustee Franke

- a. Sustainability Plan

11. JUDICIARY, PLANNING AND ZONING COMMITTEE - Trustee Prochno

12. CAPITAL IMPROVEMENTS COMMITTEE - Trustee Schmidt

13. CABLE TELEVISION COMMITTEE - Trustee Jarosch

14. YOUTH COMMITTEE - Trustee Bush

15. INFORMATION COMMITTEE - Trustee Miller

16. BUSINESS LEADERS FORUMS - Trustee Schmidt

17. HEALTH & COMMUNITY SERVICES - Trustee Prochno

18. PERSONNEL COMMITTEE - Trustee Schmidt

- 19. AIRPORT UPDATE - Mayor Johnson**
- 20. PARADE COMMITTEE - Mayor Johnson**
- 21. MID-SUMMER CLASSICS CONCERT SERIES UPDATE - Mayor Johnson**
- 22. SPECIAL EVENTS COMMITTEE - Mayor Johnson**
- 23. LIQUOR COMMISSION - Mayor Johnson**
- 24. REPORT FROM VILLAGE MANAGER**
- 25. REPORT FROM VILLAGE CLERK**
- 26. UNFINISHED BUSINESS**
- 27. NEW BUSINESS**
- 28. PUBLIC COMMENT**
- 29. ADJOURNMENT**

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 27 PRIVATE SOLAR ARRAYS
FOR PUBLIC ELECTRICAL DISTRIBUTION OF THE BUILDING CODE OF THE
MUNICIPAL CODE OF 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, Illinois as follows:

Section 1: Amend Title 3, Chapter 27 Private Solar Arrays for Public Electrical Distribution, of the Village Code as follows:

A. Amend Section 3-27-3 Conditions to read as follows:

It is the responsibility of the property owner to ensure all primary and accessory private solar array equipment, landscaping, screening, and any other elements of the installation are maintained in good working condition at all times. Any element of Private Solar Arrays for Public Electrical Distribution that has been damaged, vandalized, or found to be inoperable, must be restored to an approvable working condition immediately.

Private Solar Arrays For Public Electrical Distribution shall meet the following design criteria:

- No ground mounted equipment can be located in any required front yard. In evaluating whether allowance in the front yard area of a site may be granted, the Director of Community Development shall find that all the following exist:
 - Conditions related to the request are attributed to the unique conditions of the building location and business operations;
 - Whether sufficient evidence is provided by the applicant that supports the allowance of equipment in the front yard; and
 - The manner in which the equipment is located and screened is comparable to similar installations and compatible with surrounding areas.
- The required number of parking stalls per the Elk Grove Village Zoning Ordinance shall not be affected by ground mounted equipment associated with the solar array installation;
- Electrical supply lines for equipment shall be located underground or adequately screened from public view in a manner approved by the Director of Community Development;
- The primary or accessory equipment must be housed and screened in a manner approved by the Director of Community Development; and
- Primary and accessory equipment shall be protected by barrier curb or an alternative method as approved by the Director of Community Development.

Failure to comply with any regulations or license conditions associated with the installation, maintenance or operation of Private Solar Arrays for Public Electrical Distribution will result in license termination and the required removal of equipment and restoration of the affected area within thirty (30) days of notice from the Village of Elk Grove.

Section 2: That this ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of _____ 2024.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3 BUSINESS AND LICENSE REGULATIONS OF THE VILLAGE CODE BY ADDING THERETO A NEW CHAPTER ENTITLED PRIVATE ELECTRICAL VEHICLE CHARGING STATIONS FOR PUBLIC USE

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

Section 1: That Title 3, Business & License Regulations of the Village Code be amended by adding thereto a new Chapter which shall read as set forth in Exhibit A attached hereto and incorporated herein.

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of _____ 2024.

Exhibit A

CHAPTER 28 PRIVATE ELECTRICAL VEHICLE CHARGING STATIONS FOR PUBLIC USE

3-28-1 DEFINITION:

Private Electrical Vehicle Charging Stations For Public Use: A single or group of electrical vehicle charging stations located on private property, owned and operated by an organization or business that is separate from the property owner or tenant, and intended for use and sale to the public. Electric vehicle charging stations for general public use shall be a permitted accessory use to the primary use of the property.

3-28-2 LICENSE REQUIRED:

It shall be unlawful for any person or company to install, maintain or operate Private Electrical Vehicle Charging Stations For Public Use without first having obtained a license. The annual license fee, June 1st renewals, for each charging station shall be one thousand dollars (\$1,000.00).

3-28-3 CONDITIONS:

It is the responsibility of the property owner to ensure all primary and accessory charging station equipment, landscaping, screening, and parking spaces are maintained in good working condition at all times. Any element of Private Electrical Vehicle Charging Stations for Public Use that has been damaged, vandalized, or found to be inoperable, must be restored to an approvable working condition immediately.

Private Electrical Vehicle Charging Stations For Public Use shall meet the following design criteria:

- No equipment can be located in any required front yard unless located at least sixty (60') feet back from the property line;
- The required number of parking stalls per the Elk Grove Village Zoning Ordinance shall not be affected by the installation of charging stations;
- Electrical supply lines for equipment shall be located underground;
- The primary or accessory equipment must be housed and screened in a manner approved by the Director of Community Development;
- Charging Stations for public use shall meet design regulations established by the United States Access Board, Illinois Accessibility Code and any other applicable local, state or federal codes, as amended from time to time; and
- Primary and accessory equipment shall be protected by barrier curb or an alternative method as approved by the Director of Community Development.

Failure to comply with any regulations or license conditions associated with the installation, maintenance or operation of Private Electrical Vehicle Charging Stations for Public Use will result in license termination and the required removal of equipment and restoration of the affected area within thirty (30) days of notice from the Village of Elk Grove.

ORDINANCE NO. _____

AN ORDINANCE REMOVING AND REPLACING TITLE 8, CHAPTER 4 SIGN REGULATIONS OF THE VILLAGE CODE

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: Amend Title 8, Chapter 4 Sign Regulations, of the Village Code as follows:

CHAPTER 4 SIGNS

8-4-1 PURPOSE

This Chapter defines regulations providing for design, construction, use, display, maintenance, alteration, location, and removal of signs that preserve the right of free speech and expression, and also:

- A. Promote the health, safety, and general welfare of the Village from signs that are unsafe, or interfere with drivers, bicyclists, or pedestrians;
- B. Enhance the appearance and economic vitality of the Village by avoiding sign clutter that can compromise the character, quality, and viability of the community;
- C. Are compatible with surroundings and not a nuisance to occupants of nearby property due to brightness, reflectivity, bulk, height, or other possible impacts;
- D. Assist in wayfinding; and
- E. Are aesthetically pleasing, of appropriate scale, integrated with the built environment, and in keeping with the Elk Grove Village Comprehensive Plan and other relevant statements of Village policy.

8-4-2 GENERAL PROVISIONS

- A. **Code Applicability.** All sign elements shall meet the construction standards of this Chapter and requirements of Title 8, Chapter 3: Building Activity Code of the Village Code.
- B. **Relationship to Other Regulations.** Where any provision of this Chapter covers the same subject matter as other regulations, the more restrictive regulation shall apply.
- C. **Permitted Locations.** All signs shall comply with the following standards:
 - 1. **Public Property.** Signs may only be placed on public property by a government agency or as authorized by this Chapter. Any sign placed on public property including, without limitation, utility poles, streetlights, fire hydrants, street signs and traffic control signals, parkways, street rights-of-way or sidewalks without authorization may be removed without notice.
 - 2. **Private Property.** Signs may only be placed on private property with prior consent of the property owner and, if applicable, pursuant to an approved permit issued by the Director of Community Development or their designee.

D. Maintenance, Inspection, and Removal.

- 1. **Maintenance.** The routine maintenance or changing parts of a sign is permissible without

- permit, provided that such change does not alter the surface area, height, or make the sign non-conforming.
2. All signs, support structures, and required landscaped areas immediately adjacent to a sign shall be maintained in a manner that is consistent with the approved plans, is safe and secure, and not a danger or nuisance to the public.
 3. Dangerous Signs. If any sign is found to be unsafe or unsecured, or has been constructed or erected in violation of the provisions of this Chapter, the Director of Community Development or their designee shall give written notice to the permittee or property owner that said sign is in violation. If the permittee or property owner fails to bring the sign into compliance with this Chapter and follow related directions by the Director of Community Development or their designee within ten (10) days after receipt of the notice, such sign may be removed by the Village at the expense of the permittee or property owner.
 4. The Director of Community Development or their designated Village staff member may cause any sign improperly placed on public property, or which is an endangerment to persons or property, to be removed immediately and without notice.
 5. Abandoned Signs. Any sign that has been abandoned, in that the business conducted, product sold, or service rendered on site is no longer in operation, shall be removed by the owner, agent or person having the beneficial use of the building, structure or lot upon which such sign is located within thirty (30) calendar days of abandonment. If such sign is not removed, the Director of Community Development or their designee may issue a notice of noncompliance specifying a date upon which the sign shall be removed. If the owner, agent or person having the beneficial use of the building or lot has not removed the sign by the cure date, the Village is authorized to remove the sign. Any expense incidental thereto shall be paid by the owner of the building, structure, or lot upon which such sign is located
 6. Paint and Finishes. Paint and other sign finishes shall be maintained in good condition.
 7. Identification Required on Signs: Every sign requiring a permit shall be plainly marked with the name of the person or company erecting and maintaining said sign.
 8. The permittee and/or the owner of the premises on which a sign is located shall be the responsible party for the purpose of receiving notice under this Chapter.

E. Illumination of Signs.

1. Illuminated signs located on a lot adjacent to or across the street from a R-1, R-2, R-3, R-4, A-1, A-2, or A-3 Zoning District shall be turned off and not operated between the hours of eleven o'clock (11:00) P.M. and seven o'clock (7:00) A.M. unless the premises on which the sign is specifically operating is engaged in the operation of the business; in which event, the sign shall not be operated past the hour of one o'clock (1:00) A.M.
2. All illuminated signs shall be in accordance with regulations as prescribed by Title 8, Chapter 3: Building Activity Code of the Village Code.
3. Gooseneck reflectors and lights shall be permitted on Monument Signs and Wall Signs.
4. All external lighting of signs shall be directed only at the sign face and shall be shielded so that the light source is not visible from the property line or directly cast light or glare on any right-of-way or adjacent property.
5. No illuminated sign shall be placed within one hundred feet (100') of an illuminated traffic signal if, in the opinion of the Director of Community Development, said sign will interfere with, confuse or distract driver compliance with said illuminated traffic signal. Appeals from such rulings may be made to the Mayor and Board of Trustees.
6. Exposed neon tubing is prohibited on all signs. Neon tubing may be used only for the interior illumination of signage and shall be covered with permanent protective materials which prevent the neon tubing from being visible from the exterior of the sign upon its



illumination.

7. No reflective material may be included in a sign so as to reflect light directly upon an adjacent right-of-way or property.
8. In no case shall the lighting intensity of any sign exceed the limit of one (1) foot candle at a B-1, B-2, B-3, B-5, ITC or OT Zoning District property line and one-half foot (1/2) candle at a R-1, R-2, R-3, R-4, A- 1, A-2, or A-3 Zoning District property line.
9. In no event shall the illumination of any sign, resulting from any internal or external light source, exceed fifty (50) foot-candles, when measured with a standard light meter held perpendicular to the sign face at a distance of four feet (4') from the sign.
10. Signs that are illuminated shall be in good working order. Signs with partially working lights shall not be illuminated until repaired.
11. Temporary signs may not be independently illuminated.

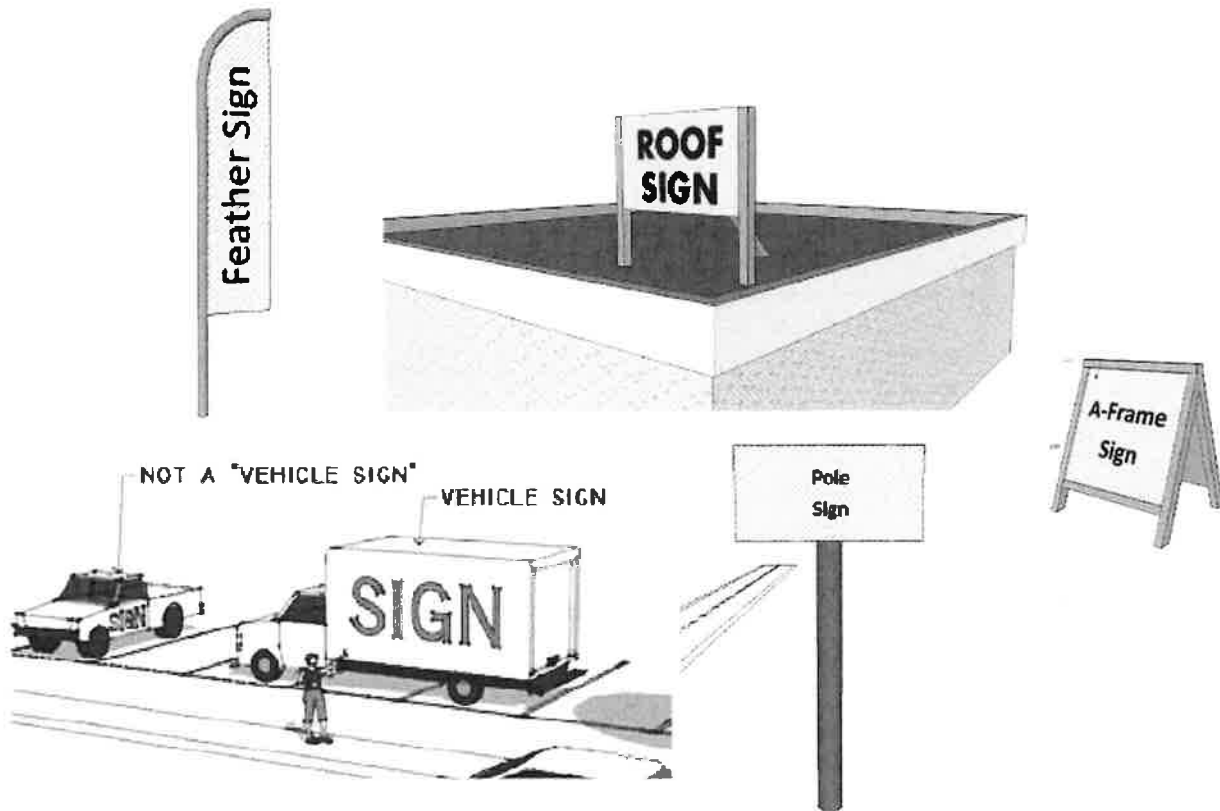
F. Exemption for Addressing. The posting of building addresses in locations that are visible from the street is necessary for the effective delivery of public safety services; and the efficient and timely delivery of emergency services is a compelling governmental interest. Accordingly, the Village requires that street addresses be posted to be readily visible from adjacent rights-of-way. Because address signs are required, numbers and letters used for addressing are not included in the calculation of sign area so long as they are less than fourteen (14") inches in height in all but I-1 and I-2 Zoning Districts, or as otherwise approved by the Fire Chief.

G. Non-conforming Signs:

1. All Signs: Any sign lawfully existing or under construction with permit on the effective date of this Chapter that does not conform to the provisions contained herein may be continued or maintained but may not be replaced, structurally altered, re-established (if abandoned) or continued if destroyed or damaged to the extent of fifty percent (50%) or more of its replacement cost.
2. Pole Signs: Pole signs installed or issued a permit prior to the effective date of this Chapter shall be considered legally non-conforming and may continue provided that:
 - a. The sign face of a legally non-conforming sign may be maintained, repaired, or replaced with an identical sign face.
 - b. Any sign must be removed and replaced with a sign that conforms to the requirements of this Chapter if the support structure of the legally non-conforming signs requires significant repair.
 - c. Any sign must be removed and replaced with a sign that conforms to the requirements of this Chapter if it is destroyed or damaged and requires repairs costing more than fifty percent (50%) of replacement value of such sign.
 - d. Any pole sign must be removed and replaced with a sign that conforms to the requirements of this Chapter if the property on which such sign is located redevelops to the extent that;
 - i. The principal structure on the same development site is removed or replaced, or
 - ii. The principal structure on the same development site is enlarged by more than thirty percent (30%) of its existing square footage, or
 - iii. Renovation is performed on more than fifty percent (50%) of the interior of the principal structure on the same development site.
3. Existing Electronic Message Signs: All electronic message signs installed or issued a Building Permit prior to adoption of this Chapter shall be permitted to be repaired or replaced provided that:
 - a. The sign shall substantially conform to the original installation plans approved by the Village and
 - b. All sign operation regulations set forth in this Chapter are met.

H. Prohibited Signs: The following signs are prohibited in all areas of the Village:

1. A-Frame Signs;
2. Animated signs or signs supported by manufactured air pressure;
3. Attention getting devices, including but not limited to searchlights, pennants, propellers, spinners, streamers, balloons, and similar devices;
4. Billboards;
5. Feather signs;
6. Flashing signs and devices;
7. Signs lit by any revolving or rotating beams or beacons;
8. Moving signs (except barber poles, electronic message signs, flags, street clocks, and other signs as specifically permitted by this Chapter);
9. Off premises signs;
10. Painted wall signs;
11. Pole signs;
12. Portable signs;
13. Roof signs except signs painted flat upon the roof surface that can be seen only from the air are permitted in B-1, B-2, B-3, B-5, ITC, OT, I-1, and I-2 Zoning Districts;
14. Vehicle signs; and
15. Other signs as may be prohibited in the Elk Grove Village Code.



I. Prohibited Locations. In addition to the setback requirements of this Chapter, and the other restrictions of the Village Zoning Ordinance, all signs shall comply with the following standards:

1. A minimum clear sight line distance at all intersections shall be provided in keeping with

- sight triangle requirements specified in Section 3-2-A of the Village Zoning Ordinance;
2. Signs may not obstruct traffic sight lines or traffic control signals at street intersections or railroad crossings;
 3. No sign shall be permitted to obstruct any window, door, fire escape, stairway or opening intended to provide light, air, ingress or egress for any building or structure;
 4. Signs that resemble or simulate official traffic control signs may not be visible from a street or right-of-way;
 5. Signs may not be in or over public rights-of-way, except:
 - a. Traffic control signs installed by a governmental entity, or which are required to be installed by a governmental entity and
 - b. Signs posted by the Village.
 6. No sign shall be posted, installed, or mounted on any of the following locations:
 - a. Trees or
 - b. Utility poles including, but not limited to, light poles or utility cabinets, except signs posted by the Village or the utility that are necessary for public safety or identification of the facility by the utility provider.

J. Prohibited Design Elements. The following elements shall not be used as an element of signs or sign structures, whether temporary or permanent:

1. Flashing lights.
2. Motor vehicles, unless:
 - a. The vehicles are functional, used as motor vehicles, and have current registration and tags;
 - b. The display of signage is incidental to the motor vehicle use; and
 - c. The motor vehicle is parked behind the principal building or in a manner not readily visible from a right-of-way.
3. Semi-trailers, shipping containers, portable storage units, or similar type structures unless:
 - a. The trailers, containers, portable storage units or similar type structures are functional, used for their primary storage purpose, and, if subject to registration, have current registration and tags;
 - b. The display of signage is incidental to the use for temporary storage, pick-up, or delivery; and
 - c. The semi-trailer, shipping containers, portable storage units, or similar type structures are positioned in a loading or storage area designated and approved by the Village.
4. Spinning or moving parts.
5. Materials, including combustible material, not otherwise approved for signs by the Village Code.

K. Prohibited Content. The following content is prohibited without reference to the viewpoint of the individual source (the narrow classifications of content that are prohibited by this subsection are either not protected by the United States or Illinois Constitutions, or are offered limited protection that is outweighed by the substantial governmental interests in protecting the public safety and welfare):

1. Text or graphics that present a clear and present danger due to their potential confusion with traffic control signs or signs that provide public safety;
2. Text or graphics of an indecent or immoral nature and harmful to minors;
3. Text or graphics that advertise unlawful activity; and
4. Text or graphics that are obscene, fighting words, defamation, incitement to imminent lawless action, or true threats.

L. Variations: Variations to the requirements of this Chapter are considered and may be granted by the

Mayor and Board of Trustees, as part of their exclusive legislative authority and jurisdiction, and the Village's home rule powers, provided that:

1. The procedures and standards for variations in the Village Zoning Ordinance, Section 8-3-C are followed. The Director of Community Development shall provide all relevant materials to the Mayor and Board of Trustees.
2. In addition to the unique physical condition standard for variations in the Village Zoning Ordinance Section 8-3-C-5-a, the Village shall consider the extent to which a sign installed per this Chapter is sufficiently visible from the adjacent right-of-way. Lack of visibility may be considered a unique physical condition hardship as part of the Village's determination in approving a variation.

M. Amendments: Amendments to the provisions of this Chapter are considered and may be granted by the Mayor and Board of Trustees, as part of their exclusive legislative authority and jurisdiction, and the Village's home rule powers. The procedures and standards for amendments to this Chapter, shall follow those described in Section 8-3-D of the Village Zoning Ordinance. The Director of Community Development shall provide all relevant materials to the Mayor and Board of Trustees.

N. Penalties: Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or who resists the enforcement of any of the provisions of this Chapter shall, upon conviction thereof, be fined a minimum of fifty dollars (\$50) and up to seven hundred and fifty dollars (\$750.00) for each and every offense. A separate offense shall be deemed committed on each day a violation occurs or continues.

8-4-3 SIGN PERMITS

A. Permit Required: No sign shall be erected, constructed, relocated, or structurally altered, within the Village without having obtained a permit as provided in this Chapter.

B. Application: Application for sign permits under this Chapter shall be made upon forms approved by the Village Attorney and shall contain or have attached thereto the following information:

1. Name, address and telephone number of the owner of the premises and sign;
2. Location of building, structure or lot to which or upon which the sign or other advertising device is to be attached or erected;
3. A plat of survey of the property showing accurate placement thereon of the proposed sign;
4. Plans as to the specifications and method of construction and attachment to the building or in the ground;
5. A copy of the stress sheets and calculations prepared by or approved by an engineer licensed in the State of Illinois showing that the sign is designed for dead load and wind pressure in any direction in the amount required by the Village Code, unless exempted by the Director of Community Development;
6. Name of person or company erecting the sign;
7. A bond, when required by the Village;
8. Such other information as the Zoning Administrator may require showing full compliance with this and other Village regulations; and
9. The Village may require applicants to submit photometric plans demonstrating compliance with this Chapter as a condition of issuing a sign permit.

C. Permit Fees: Every applicant, before being granted a permit per this Chapter, shall pay to the Village a sign permit fee. The fees for such permits shall be as prescribed from time to time by resolution of the Mayor and Board of Trustees.

D. Issuance Of Permit: It shall be the duty of the Director of Community Development or their

designee, after examination of an application for a sign permit, to issue said permit if, in their opinion the application is complete, in good form and complies with all requirements set forth in this Chapter and other Village regulations.

- E. Expiration of Permit:** If the work authorized under a valid sign permit has not been completed within one (1) year after date of issuance, said permit shall be null and void.
- F.** All construction, relocation, enlargement, alteration, and modification of signs within the Village shall conform to the requirements of this Chapter, as well as all State and Federal regulations concerning signs and advertising, including but not limited to the following specific items:
 1. The structure supporting any sign shall be securely anchored to the ground in keeping with requirements of Title 8, Chapter 3: Building Activity Code of the Village Code;
 2. All signs shall be constructed to withstand a wind pressure of thirty (30) pounds per square foot, except as may be required by other Village regulations, and except for signs for which no permit is required; and
 3. Any glass forming a part of any sign shall be safety glass.

8-4-4 SIGN MEASUREMENT STANDARDS

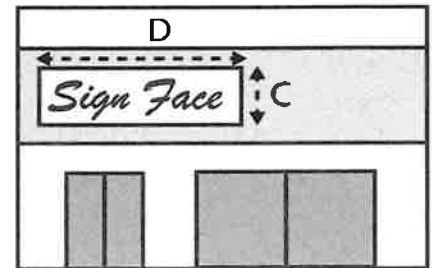
The following standards shall control the measurement of sign area.

A. Sign Surface Area

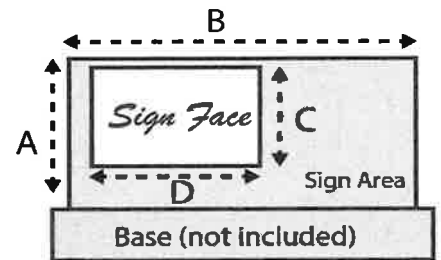
1. Sign surface area is calculated as the entire area within a single continuous perimeter enclosing the extreme limits of the surface on which the sign is located.
2. Sign surface area does not include any structural elements outside the limits of a sign and not forming an integral part of the display.
3. All sides of a multiple faced sign structure shall be used in computing total surface area, except where specific provision is made to the contrary.

B. Sign Face

1. **Wall Signs.** A two-dimensional area on the facade of a building that describes the largest square, rectangle, or parallelogram which is free of architectural details.
2. **Window Signs.** The area of glass within a window frame.
3. **Other Signs.** The portion of the sign surface area designed to be used for text and graphics. The sign face does not include the sign's supporting frame or structure, provided that such frame or structure is not designed to display text or graphics.



Wall signs



Monument signs

$A * B = \text{Sign Area}$

$C * D = \text{Sign Face}$

8-4-5 PERMANENT SIGNS REQUIRING PERMIT

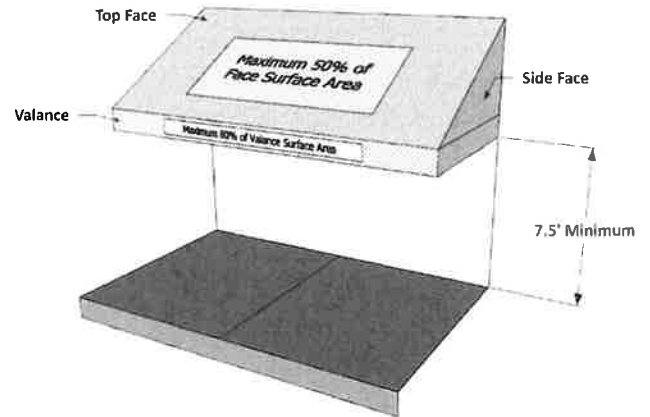
Permanent signs identified below shall be allowed in Elk Grove Village subject to the regulations of this Chapter, provisions of the Village Code, and receipt of a sign and / or Building Permit as may be required and approved by the Zoning Administrator.

A. Awning Signs. Awnings that do not display signs are not subject to the regulations of this Section.

1. Location. Awning signs are allowed in the B-1, B-2, and B-3 Business Districts and in all Residential Zoning Districts for multi-unit dwelling uses and non-residential uses.

2. Size.

- a. Valance - Eighty percent (80%) of the awning valance area may be used for signage.
- b. Top and Side Face - Fifty percent (50%) of the combined awning top and side face area may be used for signage
- c. No more than twenty-five percent (25%) of the allowable wall sign area can be used on the awnings of the establishment.



3. Additional Regulations.

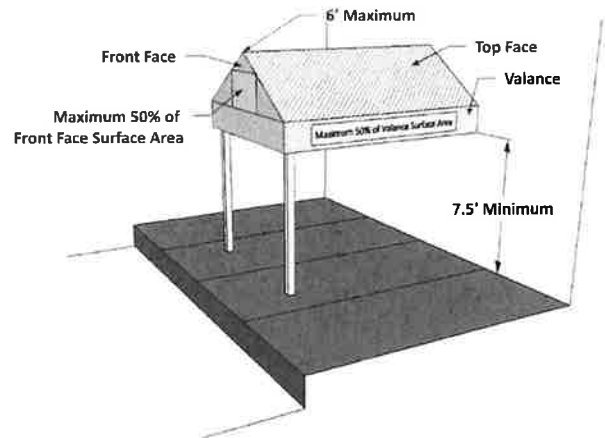
- a. One (1) sign is permitted per awning top face;
- b. Awning signs shall be displayed on awnings constructed out of durable, weather-resistant material such as canvas, nylon, vinyl-coated fabric, or metal;
- c. Awning with signs and awning signs shall be generally aligned with awning and awning signs that are attached to adjacent storefronts or buildings to maintain a sense of visual continuity;
- d. Awning signs shall not be backlit or otherwise internally illuminated; and
- e. All awnings with signs and awning signs shall be erected to have a clearance of not less than seven and one-half feet (7.5') above the level of the adjacent sidewalk.

B. Canopy-Mounted Signs

1. Location. Canopy signs are allowed in the B-1, B-2, and B-3 Business Districts and in all Residential Zoning Districts for multi-unit dwelling uses and non-residential uses.

2. Size.

- a. Valence - Fifty percent (50%) of the canopy valence area may be used for signage.
- b. Front Face - Fifty percent (50%) of the front face of the canopy area be used for signage.
- c. Top Face - No signs may be located on the top face of a canopy.
- d. No more than twenty-five percent (25%) of the allowable wall sign area can be used on canopies of the establishment.



e. Canopy signs located at Fueling Station uses:

- i. Valence - Twenty-five percent (25%) of the total valence area of a fueling station canopy may include signage.
- ii. Front Face - Twenty-five percent (25%) of the total front face area of a fueling station canopy may include signage.

3. Additional Regulations.

- a. The canopy upon which the canopy sign is displayed may not project more than six feet (6') from the front, side, rear, or corner side façade of the building to which it is attached unless greater restriction are required by the Zoning Ordinance.
- b. The canopy of a fueling station use upon which the canopy sign is displayed need not be attached to the principal structure on site.
- c. The canopy upon which the canopy sign is displayed shall have a clearance of at least seven and one-half feet (7.5') above grade, and the canopy sign shall not extend below the lowest point of the canopy on which it is displayed.

C. Monument Signs

1. All monument signs shall comply with the following requirements:
 - a. Monument signs shall be mounted on a monument style base that is at least as wide as the sign face, be a minimum of one and a half feet (1.5') in height, and composed of a natural masonry finish such as brick or stone matching the principal building or such other material approved by the Zoning Administrator as found to be of equal aesthetic value as the requirements of this subsection;
 - b. Monument signs shall be located within a minimum two hundred (200) square foot landscape area, not including the area of the sign, and integrated into the overall site design, including use of berming, landscaping, and decorative hardscape as approved by the Zoning Administrator;
 - c. Monument signs shall maintain a minimum front yard setback of five feet (5');
 - d. Monument signs shall maintain a minimum side yard setback of ten feet (10');
 - e. In the case of corner lots, permitted monument signs shall be in keeping with sight triangle requirements specified in Section 3-2-A of the Village Zoning Ordinance.
2. Monument signs in the B-1, B-2, and B-3 Business Zoning Districts:
 - a. Monument Signs on Single – Tenant properties shall meet the following requirements:
 - i. No monument sign shall exceed eight feet (8') in height from grade to the top of the sign;
 - ii. No monument sign shall exceed ten feet (10') in width;
 - iii. No monument sign shall exceed forty-five (45) square feet in area for single faced signs;
 - iv. No monument sign shall exceed ninety (90) square feet in area for multi-faced signs; and
 - v. One (1) monument sign shall be allowed per property.
 - b. Monument Signs on Multiple – Tenant properties having an aggregate floor area of more than one hundred thousand (100,000) square feet shall meet the following requirements:
 - i. One (1) monument sign shall be allowed for a shopping center, as defined in this Chapter, unless the shopping center abuts more than one (1) public street, in which case up to two (2) monument signs may be erected provided that no more than one (1) such sign is erected per street frontage;
 - ii. No monument sign shall exceed eighteen feet (18') in height from grade to the top of the sign;

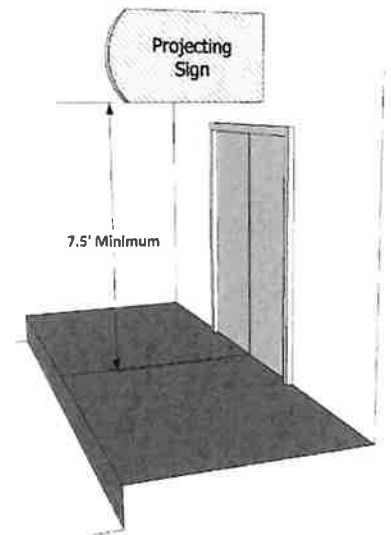


- iii. No monument sign shall exceed ten feet (10') in width;
 - iv. No monument sign shall exceed ninety-six (96) square feet in area if the sign is single faced;
 - v. No monument sign shall exceed one hundred ninety-two (192) square feet in area if the sign is multi-faced; and
 - vi. When a shopping center includes an outlot and is comprised of more than one (1) lot, a monument sign shall be permitted for a freestanding building located on an outlot that is contiguous to the main shopping center lot, provided that the outlot is greater than twenty thousand (20,000) square feet in area. Such signs shall meet the requirements of Section 8-4-5-C-1 and 8-4-5-C-2-a of this Chapter.
- c. Monument Signs on Multiple – Tenant properties having an aggregate floor area of less than one hundred thousand (100,000) square feet shall meet the following requirements:
- i. One (1) monument sign shall be allowed for a shopping center, as defined in this Chapter, unless the shopping center abuts more than one (1) public street, in which case up to two (2) monument signs may be erected provided that no more than one (1) such sign is erected per street frontage;
 - ii. No monument sign shall exceed forty-five (45) square feet in area for single faced signs;
 - iii. No monument sign shall exceed ninety (90) square feet in area if the sign is multi-faced signs;
 - iv. No monument sign shall case exceed a total height of twelve feet (12') from the ground to the top of the sign; and
 - v. When a shopping center includes an outlot and is comprised of more than one (1) lot, a monument sign shall be permitted for a freestanding building located on an outlot that is contiguous to the main shopping center lot, provided that the outlot is greater than twenty thousand (20,000) square feet in area. Such signs shall meet the requirements of Section 8-4-5-C-1 and 8-4-5-C-2-a of this Chapter.
3. Monument Signs in the Innovation and Technology Center (ITC) Zoning District shall comply with the ITC Design Guidelines and meet the following requirements:
- a. One (1) monument sign shall be permitted per parcel;
 - b. Any multi-tenant monument sign shall have signage divided equally among the available tenant space;
 - c. Shall be internally illuminated;
 - d. No monument sign shall exceed fifteen feet (15') in height from grade to the top of the sign;
 - e. No monument sign shall exceed fifteen feet (15') feet in width; and
 - f. No monument sign shall exceed eighty (80) square feet per face;
4. Monument Signs in Residential Zoning Districts shall meet the following requirements:
- a. One (1) monument sign shall be permitted per multiple-family development and nonresidential uses in Residential Zoning Districts;
 - b. No monument sign shall exceed six feet (6') in height from grade to the top of the sign;
 - c. No monument sign shall exceed forty-five (45) square feet in area for single faced signs;
 - d. No monument sign shall exceed ninety (90) square feet in area for multi-faced signs; and
 - e. One (1) monument sign shall be allowed per property.
5. Monument Signs in OT Zoning Districts shall meet the following requirements, unless otherwise indicated in this Chapter:

- a. One (1) monument sign shall be permitted per property;
 - b. No monument sign shall exceed six feet (6') in height from grade to the top of the sign;
 - c. No monument sign shall exceed thirty-nine (45) square feet in area for single faced signs; and
 - d. No monument sign shall exceed ninety (90) square feet in area for multi-faced signs.
6. Monument Signs in I-1 and I-2 Industrial Zoning Districts shall meet the following requirements:
- a. Single Tenant Properties:
 - i. No monument sign shall exceed six feet (6') in height from grade to the top of the sign;
 - ii. No monument sign shall exceed thirty-nine (39) square feet in area for single faced signs;
 - iii. No monument sign shall exceed seventy-eight (78) square feet in area for multi-faced signs; and
 - iv. One (1) monument sign shall be allowed per property.
 - b. Multiple Tenant Properties:
 - i. No monument sign shall exceed twelve feet (12') in height from grade to the top of the sign;
 - ii. No monument sign shall exceed forty-five (45) square feet in area for single faced signs;
 - iii. No monument sign shall exceed ninety (90) square feet in area for multi-faced signs; and
 - iv. One (1) monument sign shall be allowed per property.
 - c. Monument signs in the Elk Grove Technology Park shall meet the standards set in the Elk Grove Technology Park Design Guidelines.

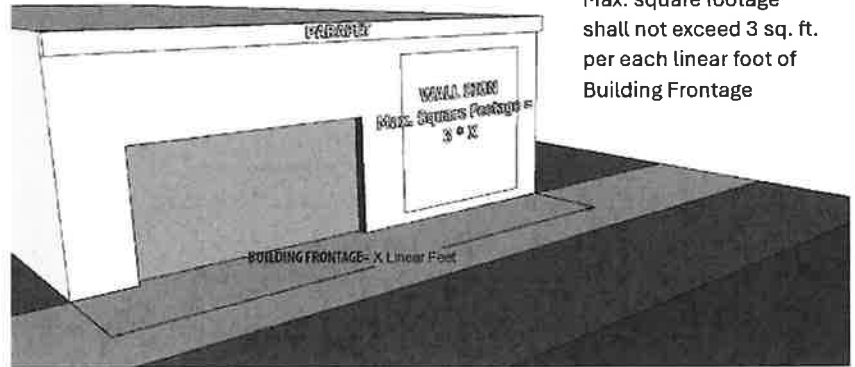
D. Projecting (Blade) Signs

1. Projecting signs are permitted on properties in the B-1, B-2, and B-3 Business Zoning Districts and in I-1 and I-2 Industrial Zoning Districts;
2. One (1) projecting sign is allowed per ground floor tenant and shall be located above the main entry door or a main window of said tenant space;
3. Projecting signs shall not exceed ten (10) square feet in size;
4. Projecting signs shall not extend more than three feet (3') from the building;
5. Projecting signs shall not extend above the fascia or parapet line of the structure on which they are mounted; and
6. Projecting signs shall have minimum clearance of seven and one half feet (7.5') from grade to the bottom of the sign.



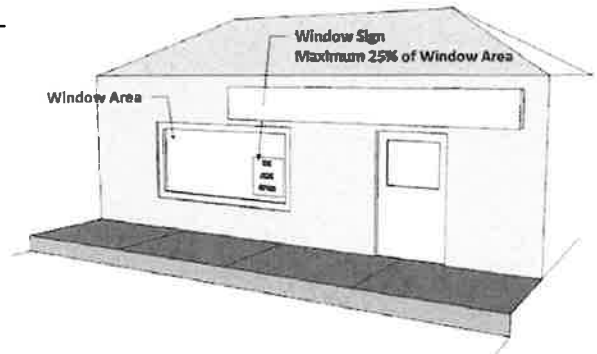
E. Wall Signs

1. Wall signs are permitted on properties in the B-1, B-2, B-3, I-1, I-2, ITC, and OT Zoning Districts;
2. Wall signs in the ITC Zoning District shall comply with the below requirements along with the standards set in the ITC Design Guidelines;
3. Wall signs for parcels in the Elk Grove Technology Park shall comply with the standards set in the Elk Grove Technology Park Design Guidelines;
4. The total area of all wall signs on a property shall not exceed three (3) square feet for each linear foot of building frontage. Any portion of a principal structure fronting or facing toward a street shall be computed as store frontage;
5. Wall signs shall not extend above the fascia or parapet line of the structure on which they are mounted; and
6. Wall signs may be internally or externally illuminated.



F. Window Sign

1. Location. Window signs are allowed in the B-1, B-2, and B-3 Zoning Districts.
2. Size. Window signs:
 - a. May occupy a maximum of twenty-five percent (25%) of the total ground floor window area on each building façade or a total of forty-five (45) square feet in size, whichever is less.
 - b. Total window area on which to define permitted sign area shall include all glazed window areas.
3. Additional regulations:
 - a. Window signs shall not be located above the ground floor level.
 - b. Signs or other attention getting devices inside a structure and designed to be viewed from the outside, and which are located within twenty-four inches (24") of any window that are visible from outside of the structure shall be considered window signs.



G. Manual Changeable Copy Signs

1. Location. Manual changeable copy signs are permitted only in a Residential or OT Zoning District as an accessory to a principal building on property used as: Government Buildings and Facilities, Schools, Religious Institutions, or Public Recreational Uses.

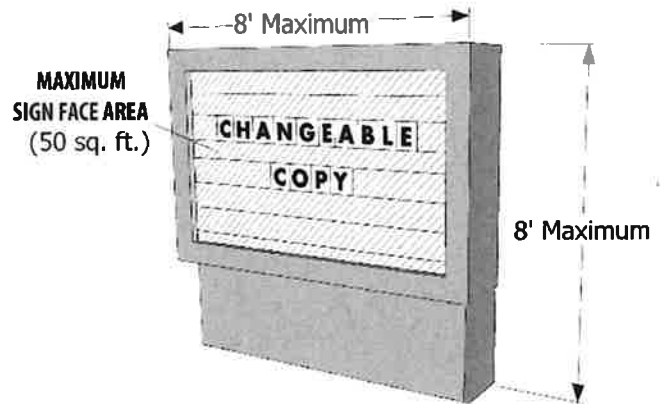
2. Size. Manual changeable copy signs shall:

- a. Not exceed fifty (50) square feet per face, excluding architectural elements that do not contain signage;
- b. Not exceed eight feet (8') in height;
- c. Not exceed eight feet (8') in width; and
- d. Be allowed to be ten feet (10') in height if located along the following corridors:

Biesterfield Road, Meacham Road, Arlington Heights Road, Rohlwing Road, Devon Avenue, Landmeier Road, Higgins Road (IL-72), and Busse Road (IL-83).

3. Additional Regulations:

- a. Manual changeable copy signs shall be designed as a single sided monument sign.
- b. Manual changeable copy signs shall be mounted on a monument style base that is at least as wide as the sign face, be a minimum of two feet (2') in height, and composed of a natural masonry finish such as brick or stone matching the principal building or such other material approved by the Zoning Administrator.
- c. Manual changeable copy signs shall be located within a minimum two hundred (200) square foot landscape area, not including the area of the sign, and integrated into the overall site design, including use of berming, landscaping, and decorative hardscape as approved by the Zoning Administrator.



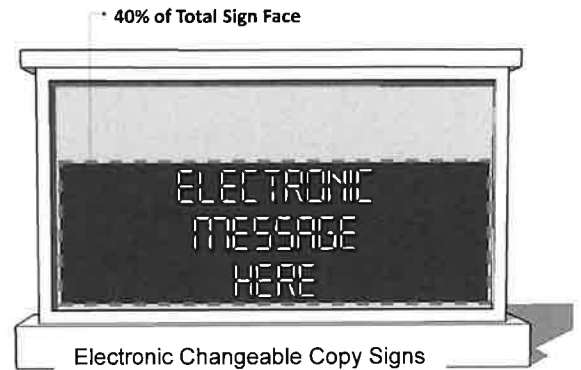
H. Electronic Changeable Copy Signs

1. Electronic Changeable Copy Signs for Multi-Tenant Buildings

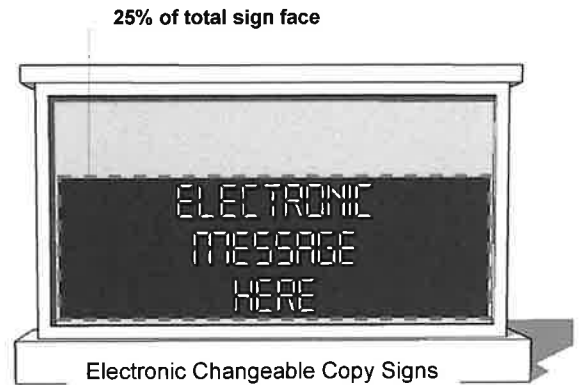
a. Location. Electronic changeable copy signs shall be permitted:

- i. In any Commercial, Industrial or Office Zoning District provided that it is on a property abutting the right-of-way of one (1) of the following roadways: Biesterfield Road, Meacham Road, Arlington Heights Road, Rohlwing Road, Devon Avenue, Landmeier Road, Higgins Road (IL-72), and Busse Road (IL-83);
- ii. In a Residential or OT Zoning District as an accessory to a principal building on property used as: Government Buildings and Facilities, Schools, Religious Institutions, or Public Recreational Uses; or
- iii. On a Commercial or Industrial Zoned property that includes at least one (1) multi-tenant building consisting of six (6) or more tenants.
- iv. Size. Electronic changeable copy signs shall:

- v. Not exceed fifteen feet (15') in height;
 - vi. Not exceed fifteen feet (15') in width;
 - vii. Not exceed eighty (80) square feet per sign face when located as permitted in a Residential or OT Zoning District;
 - viii. Not exceed forty (40) square feet per sign face if located along one (1) of the roadways specified in subsection H-1-a above.
 - ix. Not exceed twenty-five (25) square feet of electronic message area per sign face if located in any Commercial, Industrial or Office Zoning District, but not along one (1) of the corridors specified in subsection H-1-a above;
 - x. Not take up more than forty percent (40%) of electronic message area for each sign face; and
 - xi. The square footage of each sign face shall be included in the calculation of the total area of monument signs allowed for the property
- b. Additional Regulations. Electronic changeable copy signs for multi-tenant buildings shall comply with the following requirements:
- i. The sign shall meet the setback, landscaping, and size regulations in this Chapter;
 - ii. The electronic message portion shall be located below the fixed identification section;
 - iii. The sign shall not include flashing, blinking, chasing, strobe features, sounds, animations or other attention-seeking effects;
 - iv. The sign shall be equipped with both a programmed dimming sequence as well as an additional overriding mechanical photocell that adjusts the brightness of the display to the ambient light at all times of day. Such programming and mechanical equipment shall be set so that the electronic sign, at night or in overcast conditions, will be no more than forty percent (40%) of the daytime brightness level;
 - v. The sign shall be extinguished from eleven o'clock (11:00) P.M. to six o'clock (6:00) A.M., except for businesses licensed to operate later than eleven o'clock (11:00) P.M., the end time shall coincide with their close of business;
 - vi. Signs located on properties abutting Residential Zoning Districts shall be turned off between eleven o'clock (11:00) P.M. and seven o'clock (7:00) A.M.;
 - vii. The sign shall be constructed as a Monument Sign;
 - viii. The sign shall not share the structure of any Manual Changeable Copy Sign;
 - ix. Sign placement shall be approved by the Zoning Administrator so as to not create a hazardous traffic condition on the site or in relationship to an intersection;
 - x. Sign size limits do not include architectural or structure elements that do not contain signage; and
 - xi. Signs shall not have more than two (2) sign faces.
 - xii. Signs shall not display any video, animation or moving pictures or simulate any movement or the optical illusion of movement of any part of the sign text, design or pictorial segment, including the movement of any illumination or the flashing or varying of light intensity;
 - xiii. Transition from one (1) message to another shall be instantaneous, without movement or other transition effects between messages; and
 - xiv. Messages shall not change more frequently than once every ten (10) seconds.
2. Electronic Changeable Copy Signs for Single Tenant Properties
- a. Location. Electronic changeable copy signs shall be permitted:
 - i. In single lot properties in Business Zoning Districts with no more than one (1) tenant.



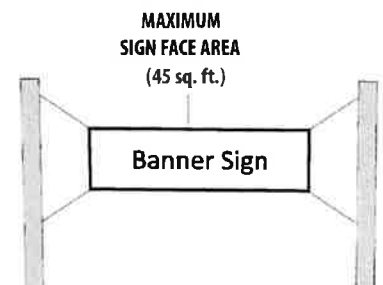
- b. Size. Electronic changeable copy signs shall;
 - i. Not exceed ten feet (10') in height;
 - ii. Not exceed eight feet (8') in width;
 - iii. Not exceed eight (80) square feet permit sign face;
 - iv. Not take up more than twenty-five percent (25%) of electronic message area for each sign face.
 - c. Additional Regulations. Electronic changeable copy signs for single tenant properties shall comply with the following requirements:
 - i. The sign shall meet the setback, landscaping, and size regulations in this Chapter;
 - ii. The electronic message portion shall be located below the fixed identification section;
 - iii. The sign shall not display any video, graphics, animation or moving pictures or simulate any movement or the optical illusion of movement of any part of the sign text, design or pictorial segment, including the movement of any illumination or the flashing or varying of light intensity;
 - iv. The electronic message portion shall be monochromatic. The background of the electronic message portion must remain black at all times and the messages text color shall be white;
 - v. The sign shall be equipped with both a programmed dimming sequence as well as an additional overriding mechanical photocell that adjusts the brightness of the display to the ambient light at all times of day. Such programming and mechanical equipment shall be set so that the electronic sign, at night or in overcast conditions, will be no more than forty percent (40%) of the daytime brightness level;
 - vi. The sign shall be extinguished from eleven o'clock (11:00) P.M. to six o'clock (6:00) A.M., except for businesses licensed to operate later than eleven o'clock (11:00) P.M., the end time shall coincide with their close of business;
 - vii. Signs located on properties abutting Residential Zoning Districts shall be turned off between eleven o'clock (11:00) P.M. and seven o'clock (7:00) A.M.;
 - viii. The sign shall be constructed as a Monument Sign;
 - ix. The sign shall not share the structure of any Manual Changeable Copy Sign;
 - x. Sign placement shall be approved by the Zoning Administrator so as to not create a hazardous traffic condition on the site or in relationship to an intersection;
 - xi. Sign size limits do not include architectural or structure elements that do not contain signage; and
 - xii. Signs shall not have more than two (2) sign faces.
 - xiii. Transition from one (1) message to another shall be instantaneous, without movement or other transition effects between messages; and
 - xiv. Messages shall not change more frequently than once every one (1) minute.
3. Operation and Use: All electronic changeable copy signs shall be equipped to override commercial messages for emergency situations such as an "Amber Alert" or such other public emergency. The sign owner shall provide the Village with contact people who can activate the override upon request by the Village.
4. Design:
- a. Signs shall be mounted on a monument style base that is at least as wide as the sign face, be a minimum of two feet (2') in height, and composed of a natural masonry finish such as brick or stone matching the principal building or such other material approved by the Zoning Administrator as found to be of equal aesthetic value as the requirements of this subsection;
 - b. Signs shall be located within a minimum two hundred (200) square foot landscape area, not including the area of the sign, and integrated into the overall site design, including use of berming, landscaping, and decorative hardscape as approved by the Zoning Administrator; and
 - c. Each electronic sign face shall be antiglare.



5. Existing Signs: All electronic changeable copy signs granted approval prior to adoption of this Chapter shall be permitted to repair or replace the sign under the following conditions:
 - a. The sign shall substantially conform to the original installation plans approved by the Village and
 - b. All sign operation regulations set forth in this Chapter shall apply.
6. Fueling stations may have an electronic changeable copy sign for that portion of a sign that displays the price of fuel in keeping with the following:
 - a. The sign is divided into no more than three (3) separate displays;
 - b. The total sign face that incorporates the three (3) displays shall not exceed sixty (60) square feet;
 - c. The sign area shall not exceed twelve (12) square feet in total nor four (4) square feet per display;
 - d. Digits in the displays shall not exceed twelve inches (12") in height;
 - e. Each display is limited to four (4) numerical digits or fractions; and
 - f. All electronic messages must remain static.

I. **Temporary Signs:** Temporary signs shall require a Building Permit and be allowed in non-single-family residential properties, subject to the following conditions:

1. One (1) temporary sign may be displayed on a property at any time;
2. Temporary signs shall not exceed forty-five (45) square feet in area. If a multi-faced sign is erected, the combined areas of all signage shall not exceed forty-five (45) square feet in area;
3. Temporary signs may be displayed for no more than thirty (30) calendar days in a twelve (12) month period;
4. Temporary signs shall be prohibited within the Biesterfield/Arlington Corridor as defined in this Chapter;
5. Temporary signs shall be installed completely on private property and comply with the sight triangle requirements specified in Section 3-2-A of the Village Zoning Ordinance;
6. Approval of the Zoning Administrator shall be required for all temporary signs to be displayed for a period in excess of thirty (30) calendar days in a twelve (12) month period. In evaluating whether such an extension may be granted the Zoning Administrator shall find that all the following exist:
 - a. Conditions related to the request are based upon unique conditions of the building/property and
 - b. The sign shall be removed within three (3) days after the sign no longer meets its intended purpose, but in no event shall the sign be up longer than one year.
7. For any temporary sign approved to be displayed for more than thirty (30) calendar days in a twelve (12) month period, a maintenance agreement shall be provided by the property owner or sign permit applicant to outline regular sign maintenance. Such maintenance shall be performed at not less than thirty (30) calendar day intervals; and
8. In the B-3 Business Zoning District, up to two (2) temporary signs may be permitted provided each sign meets the requirements of this Chapter.

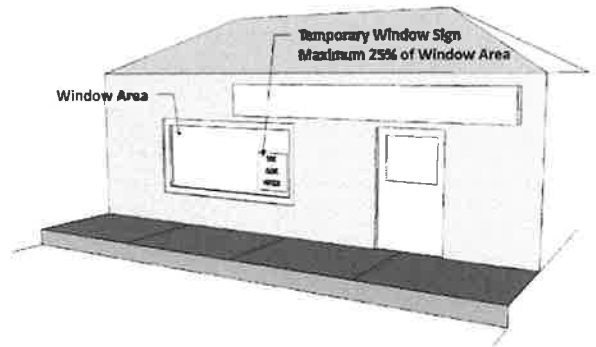


8-4-6 SIGNS NOT REQUIRING PERMIT

This Section sets out the forms of signs not requiring a permit from the Village, the signs allowed in certain Zoning Districts and the standards that apply to them.

A. Temporary Window Signs

1. Location. Temporary window signs are allowed in all Residential, Industrial and B-1, B-2, and B-3 Business Zoning Districts.
2. Size.
 - a. Temporary window signs shall not occupy more than twenty-five percent (25%) of the total ground floor window area on each building façade and
 - b. Total window area on which to define permitted sign area shall include all glazed window areas.
3. Additional regulations
 - a. One (1) temporary window sign shall be permitted per glazed window area;
 - b. Temporary window signs shall not be located above the ground floor level; and
 - c. Temporary window signs are limited to a display period of thirty (30) continuous calendar days no more than four (4) times per year, for a total of no more than one hundred twenty (120) days.



B. Yard Signs

1. Location. Yard signs are allowed in all Residential and OT Zoning Districts.
2. Size.
 - a. Yard signs shall not exceed ten (10) square feet in sign area;
 - b. Yard signs shall not exceed six feet (6') in height; and
 - c. If more than one (1) yard sign is erected, the combined areas of all signs shall not exceed twelve (12) square feet.
3. Additional Regulations.
 - a. Two (2) yard signs are allowed per street frontage;
 - b. The display of temporary signs shall be limited to a cumulative total of one hundred twenty (120) calendar days per calendar year per premises;
 - c. Yard signs shall be a minimum of five feet (5') from any property line; and
 - d. Yard signs shall not create a hazard for any person or property.

C. Signs Adjacent to Drive Thru Lanes

1. Location.
 - a. Signs Adjacent to Drive Thru Lanes are allowed as part of any drive-thru establishment in the B-1, B-2, B-3 and B-5 Business Zoning Districts.
 - b. Signs Adjacent to Drive Thru Lanes shall be located a minimum of fifteen feet (15') from any lot Line of a property located in a Residential Zoning District.
2. Size. Signs Adjacent to Drive Thru Lanes shall not exceed one hundred (100) square feet in area and seven and one-half feet (7.5') in height.
3. Additional Regulations.
 - a. Signs adjacent to Drive thru lanes signs may be displayed as wall signs, monument or pole signs;
 - b. Up to two (2) signs adjacent to drive thru lanes are allowed per drive-thru lane, and when added together shall not exceed the size allowed for one (1) such sign;
 - c. Internally illuminated signs adjacent to drive thru lanes are allowed only in accordance with Section 8-4-2-E.; and



- d. Menu boards may include an electronic screen to display information to customers.

D. Other Signs not Requiring a Sign Permit

1. Interior Signs. Signs, four (4) square feet or less, intended to provide information for interior Use of a property and that are not visible from abutting property or public rights-of-way;
2. Official and Legal Notice. Official and legal notice signs that are issued by any court, public body, person, or officer in performance of a public duty, or in giving any legal notice;
3. Signs with De Minimis Area. Signs no greater than three-fourths (3/4) of a square foot in area that are affixed to a building or structure even if wall signs are not permitted in the Zoning District or for the use, or affixed to machines, equipment, fences, gates, walls, gasoline pumps, public telephones, or utility cabinets;
4. Traffic Control Signs. Traffic control signs and other signs related to public safety installed by or at the direction of the Village or other government agency having jurisdiction over a right-of-way; and
5. Window Displays. Merchandise, fixtures or models of products incorporated into a window display.

8-4-7 SIGN RELATED DEFINITIONS

- A. **BIESTERFIELD/ARLINGTON CORRIDOR:** That area of land abutting Biesterfield Road, between Wellington Avenue on the West and Arlington Heights Road on the East lying within two hundred fifty feet (250') of the centerline of Biesterfield Road and that area of land abutting Arlington Heights Road located within the shopping center located at the southwest corner of Arlington Heights Road and Biesterfield Road, and within two hundred fifty feet (250') of the centerline of Arlington Heights Road.
- B. **COMBUSTIBLE MATERIAL:** Any material more than one-twentieth inch (1/20") in thickness which burns at a rate of not more than two and one-half inches (2 1/2") per minute when subjected to ASTM standard test for flammability in sheets of six one-hundredths inch (0.06") thickness.
- C. **ILLUMINATED SIGN, EXTERNAL:** A sign illuminated by a source of light that is cast upon the surface or sign face to illuminate by reflection only.
- D. **ILLUMINATED SIGN, INTERNAL:** A sign illuminated by a source of artificial light that emanates through transparent or translucent material from the interior of the sign structure or individual letters as may comprise the sign face.
- E. **OUTLOT:** A parcel of land located within a shopping center, as defined in this Chapter, that may share a common parking lot with the other buildings and establishments within that shopping center, but is separated from the principal building(s) and establishment(s) by a parking or landscape area.
- F. **SHOPPING CENTER:** Any concentration of two (2) or more retail stores and/or service establishments in one (1) or more buildings, or on one (1) or more adjacent lots, under single ownership or management and sharing facilities such as parking, utilities, and ingress/egress.
- G. **SIGN:** Any object or device containing letters, figures and/or other means of communication or part thereof, situated outdoors or indoors, of which the effect produced is to advertise, announce, communicate, identify, declare, demonstrate, direct, display, and/or instruct potential

users of a use, product and/or service.

- H. **SIGN, A-FRAME.** A type of portable sign that is intended to be placed on a hard surface, most commonly a sidewalk.
- I. **SIGN, ANIMATED.** Any sign, or any part thereof which changes physical position by means of movement, rotation or change in illumination to depict movement.
- J. **SIGN, AWNING:** A sign that is mounted, painted, or attached to an awning or other window or door canopy. Any projecting canvas or other material over a structural framework used for a small amount of shelter or shade on a facade that has signage displayed on the visible surface.
- K. **SIGN, BANNER:** Any printed sign or canvass used for attracting the attention of the public. All Banner Signs shall also be considered as Temporary Signs.
- L. **SIGN, BILLBOARD:** Any sign which directs attention to a business, commodity, service or activity not conducted, sold or offered upon the premises where such sign is located.
- M. **SIGN, CANOPY:** A permanent advertising sign located on a canopy.
- N. **SIGN, CHANGEABLE COPY / ELECTRONIC (also, ELECTRONIC MESSAGE SIGNS):** Any sign which uses changing (also known as traveling) lights to form a sign message or messages, wherein the sequence of the message and the rate of change is electronically, electrically or automatically programmed and may be modified by electronic, electric or automatic processes.
- O. **SIGN, CHANGEABLE COPY / MANUAL:** A sign wherein a changeable message of graphics or letters is provided upon a surface area manually.
- P. **SIGN, FEATHER:** A sign typically supported on a single pole with the message on one (1) side of that pole and unsupported on the other.
- Q. **SIGN, FLASHING:** Any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times. Illuminated signs which indicate the time, temperature, weather or other similar information shall not be considered "Flashing Signs".
- R. **SIGN, ILLUMINATED:** Any sign which is illuminated by electric lights or luminous devices as part of the sign proper.
- S. **SIGN, MONUMENT:** A sign, not attached to any building or premises, which advertises or identifies the business conducted on the premises, in which the entire bottom is in contact with or close to the ground.
- T. **SIGN, MOVING.** Any sign that has any external or visible part or parts that move, rotate or spin.
- U. **SIGN, OFF-PREMISES:** A sign advertising a land use, business, product or service not located or available upon the premises whereon the sign is located.
- V. **SIGN, PAINTED WALL:** A sign that comprises only paint applied on a building or structure.
- W. **SIGN, PERMANENT:** A sign constructed of durable material and affixed, lettered, attached to or placed upon a fixed, nonmovable, nonportable supporting structure.
- X. **SIGN, POLE:** A sign that is affixed, attached, or erected on a pole or poles and that is not itself an integral part of or attached to a building or structure, and has no above ground structural base on which the sign is located.
- Y. **SIGN, PORTABLE:** A sign that is designed to be easily moved from one location to another, and when placed, is neither fastened to a

permanent structure or building, nor mounted in the ground. Portable signs include signs mounted on trailers, wheeled carriers, or frames that are designed to be placed onto a surface without being secured to it.

- Z. **SIGN, PROJECTING:** A sign supported by a building or other structure which projects over any street, sidewalk, alley, or public way or public easement also known as "Blade" signs.
- AA. **SIGN, ROOF:** Any sign erected, constructed or maintained wholly or partially upon or above the fascia or parapet line of any building.
- BB. **SIGN CLEARANCE:** Sign clearance is the distance between the bottom of a sign face or structural element that is not affixed to the ground and the nearest point on the surface under it.
- CC. **SIGN, TEMPORARY:** A structure or device used for the public display of messages or images, which is easily installed and not intended or suitable for long-term or permanent display due to lightweight or insubstantial construction materials. Temporary signs shall be attached to a separate structure or suspended between two (2) poles per the approval of the Zoning Administrator.
- DD. **SIGN, VEHICLE:** A sign attached to or painted on a vehicle parked and visible from the public right-of way, unless said vehicle is used for transporting people or materials in the normal operations of the business and it is properly parked in a designated parking space. Signs attached to trailers or inoperable vehicles are presumed to be vehicle signs if they are parked in plain view from the right-of-way. Bumper stickers are not vehicle signs.
- EE. **SIGN, WALL:** A sign attached to, or erected against a wall of a building, whose display surface is parallel to the face of the building, structure, or fence, and whose height does not exceed the height of the wall, structure, or fence to which said sign is attached, or against which said sign is erected.
- FF. **SIGN, WINDOW:** A sign which is applied or attached to the exterior of a window, or applied to, attached to, or located within twenty-four inches (24") of the interior of a window, which can be seen through the window from the exterior of the structure.
- GG. **SIGN, WINDOW / TEMPORARY:** A sign made of paper that is attached to the exterior or interior of a window.
- HH. **SIGN, YARD:** A temporary, portable sign constructed of paper, vinyl, plastic, wood, metal or other comparable material, and designed or intended to be displayed for a short period of time. Also includes signs suspended from a horizontal support (a swing post) that is attached to a vertical support mounted in the ground.
- II. **SIGN FACE:** The area or display surface that contains the signage message.
- JJ. **SIGN MESSAGE:** The thought or idea conveyed or expressed by the words, letters, insignia, figures, designs, fixtures, colors, motion, illumination, sound or projecting images or any combination thereof.
- KK. **SIGN STRUCTURE:** A sign structure shall include, but not be limited to, the supports, uprights, braces, backing, Sign board, and framework designed to contain a sign message. Sign structure is not meant to include the message conveyed by the sign.
- LL. **SURFACE AREA OF SIGN:** The entire area within a single continuous perimeter enclosing the extreme limits of the sign surface. It does not include any structural elements outside the limits of such sign and not forming an integral part of the display. All sides of a multiple faced sign structure shall be used in computing total surface area except where

specific provision is made to the contrary.

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of _____ 2024.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF VACATION OF VARIOUS PUBLIC UTILITIES, DRAINAGE AND INGRESS / EGRESS EASEMENTS AT PRIME DATA CENTERS AT E HIGGINS RD AND OAKTON STREET

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

Section 1: That approval is hereby given for a Plat of Vacation of easement for public utilities and drainage located over a portion of Parcel 1, Lot 3 in Regent Office Subdivision and Parcel 2, Lots 1 and 2 in the SDK Subdivision, being a part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, a copy of which is attached hereto and made a part hereof as if fully set forth.

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

Section 3: That the Village Clerk is hereby directed to record a copy of said Plat with the Cook County Clerk's Recordings Division, Illinois.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

RESOLUTION NO. _____

A RESOLUTION UPDATING THE PROPERTY INDEX NUMBER AND LEGAL DESCRIPTION FOR RESOLUTION NO. 63-23 FOR CERTAIN REAL ESTATE LOCATED AT 1001 BUSSE ROAD, ELK GROVE VILLAGE, ILLINOIS

WHEREAS, on December 12, 2023, the Village Board of Trustees approved Resolution No. 63-23, which determined the appropriateness for Class 6B for certain real estate located at 1001 Busse Road, Elk Grove Village, Illinois; and

WHEREAS, the property at 1001-1101 Busse Road is a multi-tenant building and the Village Board of Trustees have only declared the portion of the building and property known as 1001 Busse Road as eligible for Class 6B special circumstances status; and

WHEREAS, the owner of the building has divided the PIN for the property in order to separate the portion of the property known as 1001 Busse Road, which is eligible for Class 6B special circumstances.

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: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Village Board.

Section 2: That as a result of the division of the property into two separate PIN identifiers, Resolution No. 63-23 is hereby amended by establishing an amended PIN and an amended legal description for that portion of property located at 1001 Busse Road, Elk Grove Village which is eligible for and qualifies for a Class B designation as previously established in Resolution No. 63-23, said amendment being as follows:

Revised PIN: 08-06-303-031-0000

Revised Legal Description:

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

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

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

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

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

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

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 99 WHICH IS 21.24 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 99 AND WHICH IS NORMALLY DISTANT 20 FEET SOUTHERLY OF THE SOUTH LINE OF LANDMEIER ROAD; THENCE SOUTH 01 DEGREES 12 MINUTES 04" EAST ALONG THE EAST LINE OF SAID LOT 99 A DISTANCE OF 465.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 12 MINUTES 04" EAST ALONG SAID EAST LINE 371.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 99, THENCE SOUTH 88 DEGREES 29 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 99 A DISTANCE OF 725.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 99, THENCE NORTH 01 DEGREES 10 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 99 A DISTANCE OF 382.13 FEET, THENCE NORTH 88 DEGREES 48 MINUTES 22 SECONDS EAST 476.14 FEET; THENCE SOUTH 01 DEGREES 09 MINUTES 06 SECONDS EAST 6.58 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 22 SECONDS EAST 248.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 370,386 SQUARE FEET OR 8.502 ACRES MORE OR LESS.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

RESOLUTION NO. _____

CONSIDERATION OF A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A JOINT AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) AND THE VILLAGE OF ELK GROVE VILLAGE, AND APPROPRIATE FUNDS FOR CONSTRUCTION ENGINEERING AND CONSTRUCTION MATCH FOR THE DEVON AVENUE AND TONNE ROAD INTERSECTION IMPROVEMENT PROJECT IN THE AMOUNT OF \$960,538.52 (PROJECT NO. K7D1-517); SECTION NO. 23-00080-00RS; CH; JOB NO. C-91-157-24)

WHEREAS, the Federal Highway Administration, acting through the Illinois Department of Transportation has agreed to fund portions of construction and construction engineering costs associated with the Devon Avenue and Tonne Road Intersection Improvement Project within the Village of Elk Grove Village identified as Project No. K7DI(517); Section No. 23-00080-00RS; and Job No. C-91-157-24; and

WHEREAS, the Village of Elk Grove Village has heretofore committed to contributing certain funds for the construction and construction engineering of said intersection improvement; and

WHEREAS, the Mayor and Board of Trustees of the Village of Elk Grove Village deem the passage of this Resolution to be in the best interest and furtherance of the general welfare of the Village of Elk Grove Village.

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

Section 1: That the provisions of the preamble hereinbefore set forth are hereby restated as though herein fully set forth.

Section 2: That there is hereby appropriated the sum of \$960,538.52 for costs associated with the construction and construction engineering of the proposed Devon Avenue and Tonne Road Intersection Project in accordance with the engineering plans for the proposed Federal Aid Project identified as Project No. K7DI(517); Section No. 23-00080-00RS; and Job No. C-91-157-24.

Section 3: That the Village Clerk of the Village of Elk Grove Village shall transmit two (2) certified copies of this Resolution to the District Office of the Illinois Department of Transportation, at Schaumburg, Illinois.

Section 4: That the Village Clerk is hereby authorized to publish this Resolution in pamphlet form.

Section 5: That this Resolution shall be in full force and effect from and after its passage, approval and publication according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Published this _____ day of November 2024 in pamphlet form.

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Elk Grove Village		Cook	23-00080-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU		CMAP	03-20-0032

Construction

State Job Number	Project Number
C-91-157-24	K7DI(517)

Local Let/Day Labor
 Construction on State Letting
 Construction Engineering
 Utilities
 Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Devon Avenue	9-1346	0.34	5.24	5.58
Location Termini Bristol Lane to 285 feet west of Arthur Avenue				
Current Jurisdiction		Existing Structure Number(s)		
Cook County		N/A Remove		

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Tonne Road	9-2652	0.14	1.44	1.58
Location Termini 105 feet north of Center Street to Driscoll Lane				
Current Jurisdiction		Existing Structure Number(s)		
Village of Elk Grove Village		N/A Remove		

PROJECT DESCRIPTION

Resurfacing of Devon Ave. from Bristol Lane to approximately 285 feet west of Arthur Ave. and the resurfacing of Tonne Rd from Devon Ave. to approximately 105 feet north of Center St.. Project includes full depth patching, pavement markings, concrete curb and gutter removal and replacement and sidewalk removal and replacement. All sidewalk ramps will be improved to meet ADA requirements including detectable warning surfaces. At the intersection of Devon Ave and Tonne Rd., new Accessible Pedestrian Signals, pedestrian push buttons, pedestrian countdown timers and crosswalk pavement markings will be installed.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Elk Grove Village	23-00080-00-RS	C9115724	K7DI(517)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 **Construction of Fixed Works.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 **Criminal Convictions.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 **Improper Influence.** The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 **Telecom Prohibition.** The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 **Personal Conflict of Interest** - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 **Organizational Conflict of Interest** - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 **Accounting System.** The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. Adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the STATE and the FHWA.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on STATE awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Elk Grove Village	23-00080-00-RS	C9115724	K7DI(517)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Elk Grove Village	23-00080-00-RS	C9115724	K7DI(517)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Craig B. Johnson

Title of Official

Mayor

Signature

Date

--	--

The above signature certifies the agency's TIN number is
366009201 conducting business as a Governmental Entity.

DUNS Number 072316581

UEI H7UKAR6JK9B3

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

--	--

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

--	--

Michael Prater, Chief Counsel

Date

--	--

Vicki Wilson, Chief Fiscal Officer

Date

--	--

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Elk Grove Village	23-00080-00-RS	Cook	C-91-157-24	K7DI(517)

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/ or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	2
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	2
Financial Controls	0
Audits	0
Total	2

District Review Signature & Date	Central Office Review Signature & Date

Additional Requirements? Yes No

Local Public Agency	Section Number	State Job Number	Project Number
Elk Grove Village	23-00080-00-RS	C-91-157-24	K7DI(517)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Elk Grove Village LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

Yes No

2. Does the Elk Grove Village LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Elk Grove Village LPA fiscal year?

Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Elk Grove Village LPA performed a single audit for their previous fiscal year?

Yes No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

Yes No

b. For the current fiscal year, does the Elk Grove Village LPA intend to comply with Subpart F of 2 CFR 200?

Yes No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
CHRISTINE TROMP	DIRECTOR OF FINANCE	Elk Grove Village

Signature & Date
 9-6-2024

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 48-00 AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A FIRST AMENDMENT TO THE GROUND LEASE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND T-MOBILE CENTRAL LLC AS PROPERTY LOCATED AT 1141 HAWTHORNE LANE, ELK GROVE VILLAGE

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 Amendment Agreement establishing T-Mobile Central LLC as previously amended by assignment, 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 GROUND LEASE AGREEMENT

This First Amendment to the Ground Lease Agreement ("First Amendment") is made this as of the date of the last signature below, between the Village of Elk Grove Village, an Illinois municipal corporation, with its principal offices at 901 Wellington Avenue, Elk Grove Village, Illinois 60007 ("Landlord"), and T-Mobile Central LLC, a Delaware limited liability company, successor in interest to Cook Inlet/Voice Stream Operating Company, LLC, a Delaware limited liability company, having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006. Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Landlord and Tenant entered into a Ground Lease Agreement, dated November 14, 2000, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 1141 Hawthorne Lane, Elk Grove Village, IL 60007 ("Lease");

WHEREAS, the Parties are currently operating under the terms of the Lease; and

WHEREAS, the Parties now wish to amend the terms of the Lease in order to extend the term of the Lease and to modify other provisions, as provided herein. All of the terms and conditions of the Lease are incorporated by reference and made a part hereof without the necessity of repeating or attaching the Lease to this First Amendment.

WHEREAS, it is now the intention of Landlord and Tenant to enter into an Lease amending the Lease, as set forth herein.

NOW THEREFORE, for good and valuable consideration including the mutual covenants and Leases hereinafter set forth, Landlord and Tenant agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. Option to Extend. Commencing on December 14, 2025 ("Additional Extension Term Commencement Date"), the Lease shall automatically be extended for four (4) additional five (5) year terms, each included as a Renewal Term, unless Tenant terminates at the end of the then current Renewal Term by giving Landlord written notice of its intent to terminate at least sixty (60) days prior to the end of the then current Renewal Term.
3. Landlord and Tenant agree that Tenant shall pay the commercially reasonable costs of any necessary review and inspections by Dixon Engineering, or other firm as designated by Landlord, or Tenant's current and future proposed modifications of the cell site facility.
4. Tenant Relocation. In the event Landlord intends to redevelop, modify, remodel, or alter the Property, or make any improvements thereon (collectively, the "Redevelopment") and such Redevelopment necessitates relocation of Tenant's antennas on the Water Tower and appurtenant equipment at the Property (collectively, the "Equipment", and upon the request of

Landlord, Tenant agrees to relocate its Equipment to another location on the Property, hereinafter referred to as the "Relocation Site", provided:

- (i) The Relocation Site is similar to Tenant's existing location in size and is fully compatible for Tenant's use, in Tenant's reasonable determination;
 - (ii) Landlord pays all costs incurred by Tenant for relocating its Equipment to the Relocation Site and improving the Relocation Site so that it is fully compatible for Tenant's use, in Tenant's reasonable determination;
 - (iii) Landlord gives Tenant at least twelve (12) months written notice prior to requiring Tenant to relocate its Equipment;
 - (iv) Tenant's use at the Property is not interrupted or diminished during the relocation and Tenant is allowed, if necessary, in Tenant's reasonable determination, to place a temporary installation, including a cell on wheels ("COW"), in a mutually agreeable location, on the Property during any such relocation; and
 - (v) In the event the Parties determine that Tenant is unable to return to its original location on Landlord's Water Tower, the Parties agree to enter into an amendment of this Lease to document the location of the Relocation Site.
5. The notice addresses set forth in the Lease for Tenant are hereby deleted in their entirety and replaced with the following:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ CH14256B

6. No Other Modifications. Other than as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. Where there is a conflict between the terms of the Lease and this First Amendment, the terms of this First Amendment shall control. Unless otherwise indicated or introduced in this First Amendment, all defined terms referenced in the First Amendment shall have the same meaning as those found in the Lease.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this First Amendment on the day and year last written below.

LANDLORD:

Village of Elk Grove Village, an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

T-Mobile Central LLC, a Delaware limited liability company

By:  _____

Name: Cheryl Downs _____

Title: Sr. Director, Strategy & Planning _____

Date: 10/30/2024 _____



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (ILLINOIS TOLLWAY) AND THE VILLAGE OF ELK GROVE VILLAGE AS PART OF THE I-490 ELGIN O'HARE WESTERN ACCESS PROJECT

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:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
(ILLINOIS TOLLWAY) AND
THE VILLAGE OF ELK GROVE VILLAGE**

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ACQUISITION OF A TEMPORARY EASEMENT AT THE SOUTHEAST CORNER OF THE INTERSECTION OF ARLINGTON HEIGHTS ROAD AND DEVON AVENUE FOR THE ARLINGTON HEIGHTS ROAD AND DEVON AVENUE INTERSECTION RESURFACING PROJECT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE CASEY'S RETAIL COMPANY AND PAYMENT TO THE PROPERTY OWNER IN THE AMOUNT OF \$2,000 FROM THE CAPITAL PROJECTS FUND

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:

TEMPORARY CONSTRUCTION EASEMENT

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



Sender's Direct-Dial Telephone Number: 515-446-6115
E-mail Address: stacie.coomes@caseys.com

November 11, 2024

Santacruz Land Acquisitions
Attn: Dylan Santacruz
222 Northfield Road, Ste. 201
Northfield, IL 60093

RE: Parcel: 0001 TE
Route: Arlington Heights Road
Job No.: R-55-001-97
Address: 1400 N. Arlington Heights Rd., Itasca, IL

Dear Dylan:

Please find enclosed the following documents that have been signed on behalf of Casey's Retail Company:

1. Temporary Construction Easement;
2. W-9;
3. Affidavit of Title;
4. Disclosure of Owner Affidavit;
5. Receipt of Conveyance Documents and Disbursement Statement;
6. Articles of Incorporation;
7. Amendments to Bylaws;
8. Written Consent authorizing Doug Beech to sign.

Please note that Casey's Retail Company is a wholly owned subsidiary of Casey's General Stores, Inc., which is a publicly traded company; therefore, we will not be providing a Certified Resolution. Also, there is no tenant on the property, so the Tenant's Consent is not needed.

Please provide me with a recorded copy of the Temporary Construction Easement for our file.

If you have any questions, please let us know.

Very truly yours,

Stacie L. Coomes
Paralegal

Owner: Casey's Retail Company, an
Iowa corporation
Owner 1 SE Convenience Blvd.
Address: Ankeny, IA 50021
Route: Arlington Heights Rd
Section: at Devon Ave
County: Cook
Project No.: 23-00079-00-RS
Job No.: R-55-001-97
Parcel No.: 0001 TE
P.I.N. No.: 03-05-200-039

TEMPORARY CONSTRUCTION EASEMENT
(Corporation)

Casey's Retail Company, a corporation organized and existing under and by virtue of the laws of the State of Iowa and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Two Thousand and no/100 Dollars (\$2,000.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said Corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to Village of Elk Grove Village, (Grantee), a temporary construction easement for the purpose of roadway construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

Property Address: 1400 N. Arlington Heights Road, Itasca, IL 60143

situated in the County of Cook, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate Three years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 11 day of November, 2024.

Casey's Retail Company, an Iowa corporation

By: Kendra Meyer
Signature

Kendra Meyer, Authorized Signer
Print Name and Title

ATTEST:

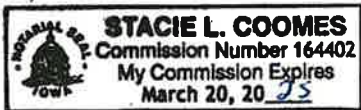
By: _____
Signature

Print Name and Title

State of Iowa)
County of Polk) ss

This instrument was acknowledged before me on November 11, 2024, by
Kendra Meyer, as Authorized Signer
and _____, as _____
of Casey's Retail Company, an Iowa corporation.

(SEAL)



Stacie L. Coomes
Notary Public

My Commission Expires: 3/20/25

Grantee:

Village of Elk Grove Village
450 E. Devon Avenue
Elk Grove Village, IL 60007

This instrument was prepared by and after recording, mail this instrument to:

Santacruz Land Acquisitions
222 Northfield Road - Suite 201, Northfield, IL 60093

Route : F.A.U. 2626 (Arlington Heights Road)
F.A.U. 1346 (Devon Avenue)
Section: 23-00079-00-RS
County : DuPage
Job No.: R-55-001-97
Parcel : 0001T.E.
Sta. 61+38.26 to Sta. 61+61.99

Index No. 03-05-200-039

That part of Lot 1 in Buchanan Energy's Itasca Assessment Plat, being a resubdivision of part of the East Half of Section 5, Township 40 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 7, 2015 as document number R2015-073336, in DuPage County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999563093, described as follows:

Commencing at the northwest corner of said Lot 1; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 88 degrees 46 minutes 16 seconds East along the north line of said Lot 1, a distance of 135.18 feet to the point of beginning; thence continuing North 88 degrees 46 minutes 16 seconds East along the north line of said Lot 1, a distance of 12.00 feet to the northeasterly line of Lot 1; thence South 45 degrees 36 minutes 17 seconds East along the northeasterly line of said Lot 1, a distance of 16.79 feet to a point 12.00 feet normally distant South of the north line of said Lot 1; thence South 88 degrees 46 minutes 16 seconds West along a line 12.00 feet normally distant South of and parallel with the north line of said Lot 1, a distance of 23.74 feet; thence North 1 degree 13 minutes 44 seconds West, a distance of 12.00 feet to the point of beginning.

Said temporary easement containing 0.005 acre, more or less, or 214 square feet, more or less.

Said temporary easement to be used for construction purposes.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Casey's Retail Company	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 1 SE Convenience Blvd.	Requester's name and address (optional)
	6 City, state, and ZIP code Ankeny, IA 50021	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
[] [] [] []	- [] [] - [] [] [] []								
or									
Employer identification number									
2	0	-	1	0	2	5	9	2	1

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Dwight Boehl</i>	Date <i>11/6/24</i>
------------------	--	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Village of Elk Grove
Village**

Affidavit of Title

Owner: Casey's Retail Company, an Iowa corporation
Address: 1400 N. Arlington Heights Road, Itasca, IL 60143
Route: Arlington Heights Rd
Section: at Devon Ave
County: Cook
Job No. R-55-001-97
Parcel No. 0001 TE
P.I.N. No. 03-05-200-039

State of Iowa)
) ss.
County of Polk)

I, Douglas M. Beech, Sr. Asst. General Counsel, being first duly sworn upon oath states as follows:

- 1. Affiant has personal knowledge of the facts averred herein.
- 2. There are **no parties** other than Grantor in possession of any portion of the premises described in the attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
- There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in the attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

- 3. This affidavit is made to provide factual representation as a basis for **Village of Elk Grove Village** to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
- 4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
- 5. The said premises described in Exhibit "A" are: (Check One)
 - Vacant and unimproved Agricultural and unimproved
 - Improved and
 - (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanics' lien could accrue or has accrued, and
 - (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

- 6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
- 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
- 8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premise to be conveyed are as follows (check applicable box(es) and complete information requested):

- Individual.** Individual owner of the property is:
- Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.
- Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization.
- Publicly-Traded Corporation.** There is no readily known shareholder having more than 7-1/2% of the total distribution income of the corporation.
- Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	Casey's Retail Company is a wholly owned	_____
2.	subsidiary of Casey's General Stores, Inc.,	_____
3.	which is a publicly-traded corporation	_____
4.	_____	_____

- Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this 6 day of November, 2024.

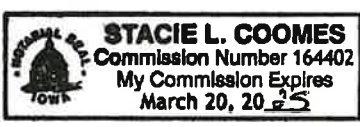
By: Douglas M. Beech

Douglas M. Beech, Sr. Asst. General Counsel
Print Name and Title if applicable

State of Iowa)
County of Polk) ss.

This instrument was acknowledged before me on November 6 2024, by Douglas M. Beech

(SEAL)



Stacie L. Coomes
Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY ONE OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

Date: 09/11/2024

WTC File Number: JAI-2023DP-5582.0
Order: DuPage County Devon Av Land Acquisition
Customer Reference / Parcel: 0001 TE

A.L.T.A. COMMITMENT FORM
-Schedule A Continued-

LOT 1 IN BUCHANAN ENERGY'S ITASCA ASSESSMENT PLAT, BEING A RESUBDIVISION IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, WHICH PLAT THEREOF WAS RECORDED JULY 7, 2015 AS DOCUMENT NUMBER R2015-073336.

PERMANENT TAX NUMBER(S): 03-05-200-039

ISSUED BY:
Wheatland Title Company
105 W Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

**Village of Elk Grove
Village**

**Disclosure of Owner(s) and/or
Beneficial Interest(s) Affidavit**
(Corporation, Partnership, Limited
Liability Company)

Owner: Casey's Retail Company, an Iowa corporation
 Route: Arlington Heights Rd
 Section: at Devon Ave
 County: Cook
 Project No.: 23-00079-00-RS
 Job No.: R-55-001-97
 Parcel No.: 0001 TE
 P.I.N. No.: 03-05-200-039

STATE OF Iowa)
) ss
 COUNTY OF Polk)

Douglas M. Beech, Affiant, being first duly sworn on oath, states that Affiant is an officer / the attorney of Casey's Retail Company, an Iowa corporation, which owns the property or otherwise interested in the property described in the exhibit (copy of legal description); that Affiant has knowledge of the facts herein; and that the corporate shareholders entitled to receive more than 7 1/2% of the total distributable income of said entity are as follows:

	Name	Address	Percentage
1.	Casey's Retail Company is a wholly		
2.	owned subsidiary of Casey's		
3.	General Stores, Inc., which is a		
4.	publically traded corporation		
5.			

By: Douglas M. Beech
 Signature

Douglas M. Beech, Sr. Asst. General Counsel
 Print Name and Title

This instrument was acknowledged before me on November 6, 2024 by
Douglas M. Beech

(SEAL)



Stacie L. Coomes
 Notary Public

My Commission Expires: _____

Route : F.A.U. 2626 (Arlington Heights Road)
F.A.U. 1346 (Devon Avenue)
Section: 23-00079-00-RS
County : DuPage
Job No.: R-55-001-97
Parcel : 0001T.E.
Sta. 61+38.26 to Sta. 61+61.99

Index No. 03-05-200-039

That part of Lot 1 in Buchanan Energy's Itasca Assessment Plat, being a resubdivision of part of the East Half of Section 5, Township 40 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 7, 2015 as document number R2015-073336, in DuPage County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999563093, described as follows:

Commencing at the northwest corner of said Lot 1; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 88 degrees 46 minutes 16 seconds East along the north line of said Lot 1, a distance of 135.18 feet to the point of beginning; thence continuing North 88 degrees 46 minutes 16 seconds East along the north line of said Lot 1, a distance of 12.00 feet to the northeasterly line of Lot 1; thence South 45 degrees 36 minutes 17 seconds East along the northeasterly line of said Lot 1, a distance of 16.79 feet to a point 12.00 feet normally distant South of the north line of said Lot 1; thence South 88 degrees 46 minutes 16 seconds West along a line 12.00 feet normally distant South of and parallel with the north line of said Lot 1, a distance of 23.74 feet; thence North 1 degree 13 minutes 44 seconds West, a distance of 12.00 feet to the point of beginning.

Said temporary easement containing 0.005 acre, more or less, or 214 square feet, more or less.

Said temporary easement to be used for construction purposes.

Village of Elk Grove Village

Receipt of Conveyance Documents and Disbursement Statement

Owner: Casey's Retail Company, an Iowa corporation
Job No.: R-55-001-97
Parcel No.: 0001 TE

The Village of Elk Grove Village ("Village") (Grantee) acknowledges Receipt of the following:

(check all that apply)

- Warranty or Trustee's Deed covering _____ acres
- Permanent Easement covering _____ acres
- Temporary Easement covering 0.005 acres

all located in Cook County, Illinois as right of way for Arlington Heights Rd, dated _____, 20____, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of Two Thousand and no/100 Dollars (\$2,000.00) to Grantor as total consideration for the easement by Grantee is subject to Grantee's approval of title and documentation.
2. All improvements located, wholly or partially, on the parcel shall become the property of the Grantee, unless provided as follows: NONE.
3. Possession and right to use the property occur when Grantee delivers payment to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
Casey's Retail Company	20-1025921	1 SE Convenience Blvd. Ankeny, IA 50021	\$2,000.00

\$

\$

*If multiple names, on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:
- a. Transferor is the owner of the real property being conveyed;
 - b. Transferor is not a foreign person (as such term is defined in the Internal Revenue Code and Income Tax Regulations); and
 - c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

DMB
Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.
7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: November 6, 2017

Grantor: Casey's Retail Company

Douglas M. Beech
Signature

Douglas M. Beech, Sr. Asst. General Counsel
Print Name and Title (if applicable)

Date: _____, 20____

Grantee:
The Village of Elk Grove Village

for Village of Elk Grove Village ("Village")

293143

STATE
04 APR 14 PM 12:17

ARTICLES OF INCORPORATION

OF

CASEY'S RETAIL COMPANY,
an Iowa corporation

533085 ARTICLE 241404

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to Section 202 of the Iowa Business Corporation Act, the undersigned, acting as incorporator of a corporation, adopts the following Articles of Incorporation for the corporation.

ARTICLE I

The name of the corporation is Casey's Retail Company (the "Corporation").

ARTICLE II

The number of shares the Corporation is authorized to issue is: Ten Thousand (10,000) shares of no par value common voting stock.

ARTICLE III

The street address of the Corporation's initial registered office in Iowa and the name of its initial registered agent at that office is:

Eli J. Wirtz
One Convenience Boulevard
Ankeny, Iowa 50021

ARTICLE IV

The name and address of each incorporator is:

John H. Bunz
100 Court Avenue, Suite 600
Des Moines, Iowa 50309

(4)

ARTICLE V

A. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) the amount of a financial benefit received by a director to which the director is not entitled, (ii) an intentional infliction of harm on the corporation or the shareholders, (iii) a violation of Section 490.833 and (iv) an intentional violation of criminal law.

If the Iowa Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Iowa Business Corporation Act, as so amended.

Any repeal or modification of this Article by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

B. (1) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, (a) is or was a director or officer of the Corporation, or (b) is or was serving (at such time as he or she is or was a director or officer of the Corporation) at the request of the Corporation as a director, officer, partner, trustee, administrator, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, partner, trustee, administrator, employee or agent or in any other capacity while serving as a director, officer, partner, trustee, administrator, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Iowa Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be such a director or officer and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, (a) with respect to proceedings seeking to enforce rights to indemnification as provided in paragraph (2) of this Section

B. the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation, (b) in the case of a proceeding brought by or in the right of the Corporation, any such indemnification shall be limited as provided in the Iowa Business Corporation Act and (c) no such indemnification shall be provided to any director or officer, as applicable, for any proceeding wherein it shall ultimately be determined by final judicial decision that such director or officer is liable (i) for receipt of a financial benefit to which the person is not entitled, (ii) an intentional infliction of harm on the corporation or its shareholders, (iii) a violation of Section 490.833 and (iv) an intentional violation of criminal law. The right to indemnification conferred in this Section B shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the Iowa Business Corporation Act requires, the payment of such expense incurred by a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of the written affirmation of the good faith belief of such director or officer that he or she has met the standard of conduct necessary for indemnification, and an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision that such director or officer is not entitled to be indemnified under this Section B or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to other employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

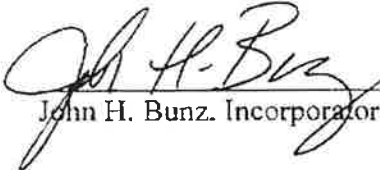
(2) If a claim under paragraph 1 of this Section B is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required affirmation and undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Iowa Business Corporation Act for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he

or she has met the applicable standard of conduct set forth in the Iowa Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(3) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other rights which any person may have or hereafter acquire under a provision of the Articles of Incorporation, Bylaws, agreements, vote of stockholders or disinterested directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding the office. The Corporation may enter into separate written agreements with directors, officers, employees and agents of the Corporation and of other enterprises, which agreements expressly provide for indemnification and reimbursement of such persons to the fullest extent now or hereafter permitted by this Article or applicable law.

(4) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Iowa Business Corporation Act.

Dated this 14th day of April, 2004.


John H. Bunz, Incorporator

DCORNELL:40887511:10281057

FILED
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SECRETARY OF STATE
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**AMENDMENTS
TO
BYLAWS
OF
CASEY'S RETAIL COMPANY**

Pursuant to the Minutes of Action by Unanimous Consent of the Board of Directors of Casey's Retail Company, effective as of June 27, 2016, the Bylaws of Casey's Retail Company, in the form adopted on April 28, 2004, are hereby amended as follows:

I. Amend Article IV, Section 6 by deleting such Section and inserting in lieu thereof, the following:

Section 6. The President. The President shall by the principal executive officer of the corporation and, subject to the general powers of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, and may also sign any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed, and, shall in general perform all duties incident to the office of the President and such other duties as may be prescribed by the Bylaws or by the Board of Directors from time to time.

II. Amend Article V, Section 1 by deleting such Section and inserting in lieu thereof, the following:

Section 1. Written Instruments. Subject always to the specific directions of the Board of Directors, all deeds and mortgages made by the corporation to which the corporation shall be a party, shall be executed in its name by the President, a Vice President or such other officer as may be designated by the Board of Directors, except in cases where the signing and execution thereof is required by law to be otherwise signed or executed. All other written contracts and agreements to which the corporation shall be a party shall be executed in its name by the President, a Vice President or such other officer(s) or agent(s) of the corporation as may be designated by the Board of Directors.

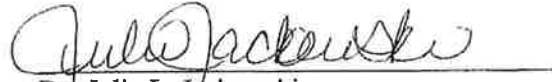
III. Amend Article XIII, Section 1 by deleting such Section and inserting in lieu thereof, the following:

Section 1. Appointment. The Board of Directors, by resolution adopted by a majority of the full board, may designate two or more of its members to constitute an Executive Committee. The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

The foregoing amendments shall be in full force and effect from and after June 27, 2016, the date of the Board of Directors' approval thereof.

CASEY'S RETAIL COMPANY

(SEAL)

A handwritten signature in cursive script, appearing to read "Julia L. Jackowski", written over a horizontal line.

By: Julia L. Jackowski
Its: Secretary

**MINUTES OF ACTION BY WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
CASEY'S RETAIL COMPANY**

Pursuant to Section 490.821 of the Iowa Business Corporation Act, and Article III, Section 10 of the Bylaws of Casey's Retail Company (the "*Company*"), as amended, the undersigned, constituting all Directors of the Company, hereby unanimously consent to and adopt the following resolutions and declare them to be in full force and effect as if adopted at a regular or specially held meeting of the Board of Directors of the Company (the "*Board*").

NOW, THEREFORE, BE IT RESOLVED, that any of Doug Beech, Jim Skloda and Eden Pearson, or any corporate officer of the Company ("*Authorized Signatory*"), and each of them alone, is hereby authorized, empowered and directed by the Board to execute for and on behalf of the Company any and all documents related to the purchase and/or sale of Company real estate and/or property ("*Real Estate Documents*"), excluding deeds; and

FURTHER RESOLVED, that all actions heretofore taken by any Authorized Signatory with respect to any Real Estate Documents or other matters referred to or contemplated by the foregoing resolution be, and are hereby, ratified and confirmed as the act of the Company; and

FURTHER RESOLVED, that the Secretary and Assistant Secretary of the Company, and any one of them alone, is hereby authorized to certify passage of the foregoing resolution.

* * * * *

This written consent may be executed electronically and in counterparts, each of which shall be an original and all of which together shall be one and the same instrument.

Dated and effective as of June 27, 2024.

BOARD OF DIRECTORS:

DocuSigned by:

60DBDD0A159244D

Stephen P. Bramlage, Jr., Chairman

DocuSigned by:

F8E05C1C1888485

Eric Larsen

DocuSigned by:

98ACF80F57FF49C

Scott Faber

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING FUNDS IN THE AMOUNT OF \$634,134.00 FOR THE JOINT AGREEMENT AND CONSTRUCTION FOR DEVON AT ARLINGTON HEIGHTS ROAD IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (SECTION NO. 23-00079-00-RS; CH; JOB NO. C-91-175-24)

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 “Joint Funding Agreement for Construction Work for State-Let Construction Projects” 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 the Mayor and Board of Trustees of Elk Grove Village authorize six hundred thirty-four thousand, one hundred thirty-four dollars (\$634,134.00) or as much may be needed to match funds in the completion of MFT Section Number 23-00079-00-RS.

Section 3: That the Village Clerk of the Village of Elk Grove Village shall transmit five (5) certified copies of this Resolution to the Illinois Department of Transportation.

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



Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Elk Grove Village		Cook	23-00079-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU		CMAP	36-6009201

Construction

State Job Number	Project Number
C-91-175-24	H7E7(827)

Local Let/Day Labor
 Construction on State Letting
 Construction Engineering
 Utilities
 Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Devon Avenue	FAU 1346	0.29	4.08	4.37
Location Termini at Arlington Heights Road				
Current Jurisdiction		Existing Structure Number(s)		
Local				
				Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Arlington Heights Road	FAU 2626	0.13	11.57	11.70
Location Termini at Devon Avenue				
Current Jurisdiction		Existing Structure Number(s)		
Local				
				Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Arlington Heights Road	FAU 2626	0.11	0.00	0.11
Location Termini at Devon Avenue				
Current Jurisdiction		Existing Structure Number(s)		
Local				
				Remove

PROJECT DESCRIPTION

The work consists of pavement patching and resurfacing with HMA surface and binder course, ADA ramp construction, sidewalk construction, traffic signal modification, street lighting relocation, pavement markings, signing, and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Elk Grove Village	23-00079-00-RS	C9117524	H7E7(827)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 **Domestic Steel Requirement.** Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 **Federal Authorization.** That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 **Termination.** This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).** The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 **Compliance with Registration Requirements.** LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 **Bribery.** The LPA certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 **Bid Rigging.** LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 **Debt to State.** LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 **Debarment.** The LPA certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 **Construction of Fixed Works.** The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 **Criminal Convictions.** The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 **Improper Influence.** The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 **Telecom Prohibition.** The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 **Personal Conflict of Interest** - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 **Organizational Conflict of Interest** - The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.13 **Accounting System.** The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 **STATE Audits:** The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention:** The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract, adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records:** The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records:** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement:** By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the STATE and the FHWA.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on STATE awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Craig Johnson

Title of Official

Mayor

Signature

Date

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The above signature certifies the agency's TIN number is

366009201 conducting business as a Governmental Entity.

DUNS Number 072316581

UEI H7UKAR6JK9B3

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

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By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

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Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

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Michael Prater, Chief Counsel

Date

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Vicki Wilson, Chief Fiscal Officer

Date

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NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 3

Local Public Agency: **Village of Elk Grove Village** Section Number: **23-00079-00-RS** County: **Cook** State Job Number: _____ Project Number: _____

LRS Federal Funds Risk Assessment	
Risk Factor	Definition of Scale (time frames are based on LPA fiscal year)
<p>General History of Performance</p> <p>Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?</p> <p>What is the LPA's history with federal-aid funded transportation projects?</p> <p>Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?</p> <p>Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?</p> <p>Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?</p> <p>What is the LPA's accounting system?</p> <p>Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?</p> <p>When was the last time a financial statement audit was conducted?</p> <p>What type of financial statement audit has the organization had conducted?</p> <p>Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?</p> <p>Have the findings been resolved?</p>	<p>0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years</p> <p>0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years</p> <p>0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant</p> <p>0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay</p> <p>0 points - yes; 3 points - no</p> <p>0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none</p> <p>0 points - yes; 3 points - no</p> <p>0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never</p> <p>0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points - Other type? or no audit required; 3 points - none</p> <p>0 points - no; 3 points - yes, or no audits required</p> <p>0 points - yes or no findings; 1 point - in progress; 3 points - no</p>
<p>Financial Controls</p>	
<p>Audits</p>	

Summary of Risk	
General History of Performance	
Financial Controls	
Audits	
Total	

District Review Signature & Date	Central Office Review Signature & Date	

Additional Requirements? Yes No

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SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Elk Grove Village LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

Yes No

2. Does the Village of Elk Grove Village LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Elk Grove Village LPA fiscal year?

Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Village of Elk Grove Village LPA performed a single audit for their previous fiscal year?

Yes No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

Yes No

b. For the current fiscal year, does the Village of Elk Grove Village LPA intend to comply with Subpart F of 2 CFR 200?

Yes No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Craig Johnson	Mayor	Village of Elk Grove Village

Signature & Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF ELK GROVE VILLAGE FOR THE CONSTRUCTION AND MAINTENANCE OF THE YORK ROAD MULTI-USE PATH

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:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF ELK GROVE VILLAGE
FOR THE CONSTRUCTION AND MAINTENANCE RESPONSIBILITIES
OF CH 8/YORK ROAD MULTI-USE PATH
SECTION: 24-00171-09-FP**

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF ELK GROVE VILLAGE
FOR THE CONSTRUCTION AND MAINTENANANCE RESPONSIBILITIES
OF CH 8/YORK ROAD MULTI-USE PATH
SECTION NO.: 24-00171-09-FP**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2024, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois, and THE VILLAGE OF ELK GROVE VILLAGE (hereinafter referred to as "ELK GROVE VILLAGE"), a municipal corporation with offices at 901 Wellington Avenue, Elk Grove Village, Illinois 60007. The COUNTY, and ELK GROVE VILLAGE are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES."

RECITALS

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the Illinois State Toll Highway Authority ("TOLLWAY") intends to construct the I-490 Toll Highway connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) along the west side of O'Hare International Airport ("O'Hare Airport") as part of the ILLINOIS TOLLWAY's Elgin O'Hare Western Access ("EOWA") project; and

WHEREAS, the EOWA project includes the reconstruction of York Road from south of Gateway Road to south of Devon Avenue ("PROJECT"); and

WHEREAS, the COUNTY requested that the TOLLWAY expand the PROJECT to include the re-construction of the sidewalk on the west side of York Road to a shared-use path and driveway apron from Pan-Am Boulevard to Devon Avenue in ELK GROVE VILLAGE, Section #24-00171-09-FP (hereinafter referred to as the "YORK ROAD PATH"), as shown in Exhibit A; and

WHEREAS, the COUNTY, and ELK GROVE VILLAGE desire to establish their respective responsibilities toward engineering, right-of-way acquisition, utility relocation, construction, funding, jurisdiction and future maintenance responsibilities of the YORK ROAD PATH; and

WHEREAS, a cost estimate has been prepared for each of the PARTIES' share of the YORK ROAD PATH, and the approximate costs are agreeable to the PARTIES, as referenced in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) and ELK GROVE VILLAGE by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each PARTY to the other, the PARTIES do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF YORK ROAD PATH

- 2.1. The COUNTY and ELK GROVE VILLAGE agree to cooperate in and make every effort to cause the construction of the YORK ROAD PATH.
- 2.2. The YORK ROAD PATH includes construction of an 8-foot wide shared-use path on the west side of York Road from Pan-Am Boulevard to Devon Avenue in ELK GROVE VILLAGE.

3.0 RESPONSIBILITIES OF THE COUNTY AND ELK GROVE VILLAGE

- 3.1. The COUNTY, through a separate agreement with the TOLLWAY, agreed that the TOLLWAY will assume the overall responsibility and manage the PROJECT, which includes the YORK ROAD PATH, in the best interest of all PARTIES. The COUNTY, and ELK GROVE VILLAGE shall grant the TOLLWAY, its employees, contractors and agents, a right-of-entry for ingress and egress onto, over, under and above the PARTIES'

property within the boundaries of the PROJECT and the YORK ROAD PATH for the purpose of constructing the PROJECT and the YORK ROAD PATH, and consent to the TOLLWAY's request for any and all permits, right of access (ingress and egress), temporary use of PARTIES' property and right of way necessary for the PROJECT and the YORK ROAD PATH without charge. The PARTIES shall not unreasonably withhold any permit for right-of-entry or temporary use of their property and right of way. Upon completion of the PROJECT, the right-of-entry shall terminate.

3.2. The COUNTY and ELK GROVE VILLAGE shall require the general contractor selected for the YORK ROAD PATH to name the COUNTY and ELK GROVE VILLAGE as an additional insured for the Commercial General Liability as stated in the Special Provisions section of the contract for the PROJECT and the YORK ROAD PATH.

3.3. The COUNTY has agreed to reimburse the TOLLWAY one hundred percent (100%) for the YORK ROAD PATH construction costs at the actual cost incurred by the TOLLWAY. This actual cost is the bid, or change order, unit price submitted by the TOLLWAY'S contractor for the 8-foot-wide YORK ROAD PATH items times the actual quantity of items installed as a part of the YORK ROAD PATH authorized in writing or via e-mail by the TOLLWAY.

The COUNTY will be responsible for the construction costs for 5-feet of width (5/8 share) of the YORK ROAD PATH; and

3.3a. ELK GROVE VILLAGE agrees to reimburse the COUNTY for construction costs for 3-feet of width (3/8 share) of the YORK ROAD PATH that lies within the boundaries of ELK GROVE VILLAGE, estimated to be \$78,000.00. (See EXHIBIT B.)

3.4 The COUNTY has agreed to reimburse the TOLLWAY for design engineering based on five percent (5%) of the construction costs for the YORK ROAD PATH; and

3.4a. ELK GROVE VILLAGE agrees to reimburse the COUNTY for design engineering based on five percent (5%) actual construction cost of 3-feet of width (3/8 share) of the YORK ROAD PATH that lies within the boundaries of ELK GROVE VILLAGE, estimated to be \$3,900.00. (See EXHIBIT B.)

3.5 The COUNTY has agreed to reimburse the TOLLWAY for construction engineering based on ten percent (10%) of the construction costs for the YORK ROAD PATH; and

- 3.5a. ELK GROVE VILLAGE agrees to reimburse the COUNTY for construction engineering based on ten percent (10%) actual construction cost of 3-feet of width (3/8 share) of the YORK ROAD PATH that lies within the boundaries of ELK GROVE VILLAGE, estimated to be \$7,800.00. (See EXHIBIT B.)
- 3.6. ELK GROVE VILLAGE will be responsible for acquiring all easements, permanent and/or temporary, and all right-of-way necessary for constructing the YORK ROAD PATH.
- 3.7. The COUNTY and the ELK GROVE VILLAGE acknowledge that when the final plans are completed for the PROJECT, including design of the PATHS, the PARTIES agree to accept said plans.
- 3.8. ELK GROVE VILLAGE agrees to pay the COUNTY eighty (80%) percent of its share of the YORK ROAD PATH cost, including design engineering and construction engineering costs, as attached hereto in Exhibit B upon award of the contract for the YORK ROAD PATH based upon as-bid unit prices within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 3.9. Upon completion of the YORK ROAD PATH and based upon the documentation of final costs and quantities, and a final invoice, ELK GROVE VILLAGE agrees to reimburse the COUNTY for the balance of their share of the YORK ROAD PATH cost within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

4.0 MAINTENANCE

- 4.1 ELK GROVE VILLAGE, upon completion of the construction of the YORK ROAD PATH, shall own, operate and maintain the entire YORK ROAD PATH that lies within the boundaries of ELK GROVE VILLAGE.

5.0 INDEMNIFICATION

- 5.1 The COUNTY shall, indemnify, hold harmless and defend ELK GROVE VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.

The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

- 5.2 ELK GROVE VILLAGE shall, indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.
- 5.3 The COUNTY and ELK GROVE VILLAGE acknowledge that none have made representations, assurances or guaranties regarding their or any successor's or assign's authority and legal capacity to indemnify the other as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that any, or any successors or assigns, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the other, or any person or entity claiming a right through either, or in the event of change in the laws of the State of Illinois governing their or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the PARTIES' rights and obligations provided for therein.
- 5.4 Nothing contained herein shall be construed as prohibiting either the COUNTY, or ELK GROVE VILLAGE, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY or ELK GROVE VILLAGE's participation in its defense shall not remove the other's duty to indemnify, defend, and hold the other harmless, as set forth above.
- 5.5 Neither of the PARTIES waive, release or otherwise compromise, by these indemnity provisions, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other PARTIES, under the law. There are no third-party beneficiaries of these mutual indemnifications or this AGREEMENT.

5.6 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the YORK ROAD PATH, ELK GROVE VILLAGE, and the COUNTY'S indemnification under Section 5.0 hereof shall terminate when the YORK ROAD PATH is completed and the COUNTY, and ELK GROVE VILLAGE assume their maintenance responsibilities as set forth in Section 4.0 hereof.

6.0 GENERAL

- 6.1 It is understood and agreed by the PARTIES hereto that this AGREEMENT is intended to address the YORK ROAD PATH and no changes to existing roadway and appurtenance maintenance and/or jurisdiction are proposed.
- 6.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or ELK GROVE VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 6.3 In the event of a dispute between the COUNTY and ELK GROVE VILLAGE, and/or representatives, in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Director of Transportation and Elk Grove Village Director of Public Works shall meet and resolve the issue.
- 6.4 No later than fourteen (14) days after the execution of this AGREEMENT, each PARTY shall designate a representative to the other PARTY who shall serve as the full time representative of said PARTY during the carrying out of the construction of the YORK ROAD PATH. Each representative shall have authority, on behalf of such PARTY, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other PARTIES.
- 6.5 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

7.0 ENTIRE AGREEMENT

- 7.1 This AGREEMENT represents the entire AGREEMENT between the PARTIES with respect to the YORK ROAD PATH and supersedes all previous communications or understandings whether oral or written.

8.0 NOTICES

8.1 Any notice required shall be deemed properly given to the PARTIES, to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, to the PARTIES' addresses. The address of each PARTY is specified below. Either PARTY may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Elk Grove Village Public Works

450 E. Devon Avenue
Elk Grove Village, Illinois 60007
ATTN: Colby Basham
Director of Public Works
Phone: 847-734-8800
Email: Cbasham@elkgrove.org

County of DuPage

Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Stephen M. Travia, P.E.
Director of Transportation
Phone: 630.407.6900
Email: stephen.travia@dupagecounty.gov

9.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT

9.1 No modification or amendment to this AGREEMENT shall be effective until approved by the PARTIES in writing.

10.0 NON-ASSIGNMENT

10.1 This AGREEMENT shall not be assigned by any of the PARTIES without the written consent of the other PARTIES, whose consent shall not be unreasonably withheld.

11.0 AUTHORITY TO EXECUTE/RELATIONSHIP

11.1 The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing PARTY has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.

11.2 This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the PARTIES.

12.0 GOVERNING LAW

12.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

12.2 The forum for resolving any disputes concerning the PARTIES' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

13.0 SEVERABILITY

13.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

14.0 FORCE MAJEURE

14.1 None of the PARTIES shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

15.0 COUNTERPARTS

15.1 This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

(Remainder of this page left intentionally blank)

IN WITNESS whereof, the PARTIES set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

ATTEST:

Deborah A. Conroy, Chair
DuPage County Board

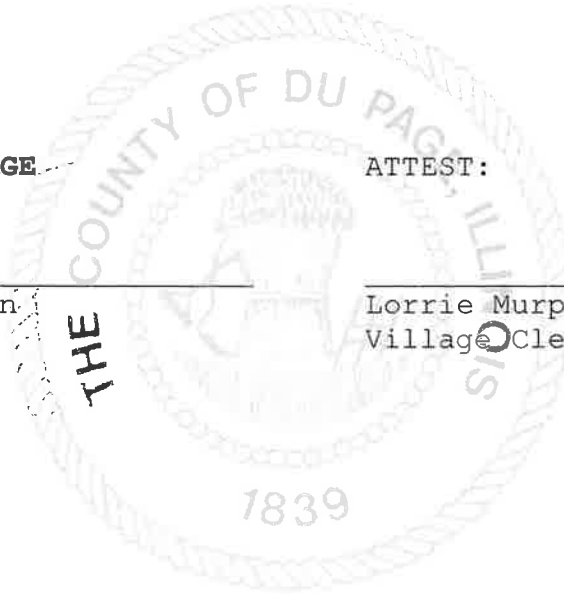
Jean Kaczmarek
County Clerk

ELK GROVE VILLAGE

ATTEST:

Craig B. Johnson
Mayor

Lorrie Murphy
Village Clerk

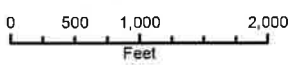




LEGEND

Proposed Shared Use Path Limits

- Path in Elk Grove Village (Replacement)
- Path in Village of Bensenville (New)
- Path in Village of Bensenville (Replacement)
- Other Illinois Tollway Improvements
- County Boundary
- Municipal Boundary



Elgin O'Hare Western Access

EXHIBIT A
 Elgin O'Hare Western Access
 York Road Reconstruction
 Proposed Shared Use Path Along York Rd
 July 31, 2024

EXHIBIT B

ELK GROVE VILLAGE ESTIMATE OF COSTS FOR YORK ROAD PATH

		ESTIMATED COSTS	DuPAGE COUNTY SHARE	VILLAGE OF ELK GROVE VILLAGE SHARE
YORK ROAD PATH (PanAm to Devon)	Construction	\$208,000	\$130,000	\$78,000
	Design Engineering	\$10,400	\$6,500	\$3,900
	Construction Engineering	\$20,800	\$13,000	\$7,800

TOTAL RESPONSIBILITIES FOR PATH

\$239,200

\$149,500

\$89,700

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH AGG PROPERTIES LLC (500-570- E. 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 Village Manager be and is hereby authorized to sign the attached document 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 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

**Prepared by
and Return to:**
Village of Elk Grove Village
Attn: Village Attorney
901 Wellington Avenue
Elk Grove Village, IL 60007

[Above space reserved for Recorder]

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (“**First Amendment**”) is dated this ____ day of November, 2024 (“**First Amendment Effective Date**”), and is by and among the **VILLAGE OF ELK GROVE VILLAGE**, an Illinois home rule municipal corporation with offices located at 901 Wellington Avenue, Elk Grove Village, Illinois (“**Village**”), and **AGG PROPERTIES LLC**, an Illinois limited liability company with offices located at 1701 E. Woodfield Road, Suite 925, Schaumburg, Illinois (“**Developer**”) (collectively, the Village and the Developer are the “**Parties**” and, sometimes, individually a “**Party**”).

RECITALS

A. Pursuant to the Village’s home rule powers, its authority under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, and other relevant law, on or about March 26, 2024, the Village passed Resolution Number 17-24 approving a Redevelopment Agreement (“**Redevelopment Agreement**”) with the Developer relating to the property commonly known as 500 – 570 E. Higgins Road, which property is more specifically described in the Redevelopment Agreement and is legally described in Exhibit A (“**Property**”).

B. The Developer now wishes to revise the Redevelopment Agreement to modify certain performance deadlines concerning Building A, all as set forth in this First Amendment.

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

1. RECITALS AND EXHIBITS 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 Redevelopment Agreement. In the event of any conflict between the terms and conditions hereof and those set forth in the Redevelopment Agreement, the terms and conditions of this First Amendment shall control.

3. SCHEDULE AMENDED. Redevelopment Agreement Section 3.03(B) is amended as follows (additions underlined and deletions ~~struck through~~):

3.03 Plans and Permits for Project.

* * *

B. Building A. Subject to Unavoidable Delay (as defined in Section 6.05), Developer shall (1) submit to the Village a complete application seeking all zoning and entitlement approvals necessary to construct Building A by no later than June 1, 2024; (2) submit a complete building permit application for Building A, including architectural and construction plans, by no later than January 1, 2025 ~~October 1, 2024~~; (3) subject to the Village's performance of its obligations in Section 3.03.E., obtain all necessary permits and begin construction of Building A by no later than July 1, 2025 ~~April 1, 2025~~; and (4) complete construction of the shell of Building A and the other improvements depicted on the Development Plans and receive final substantial approval of the shell by no later than July 1, 2026 ~~April 1, 2026~~.

4. NO DEFAULT. The Parties represent, warrant, and agree that as of the First Amendment Effective Date, the Parties have fully performed under the Redevelopment Agreement and that no ongoing uncured default under the Redevelopment Agreement exists.

5. ONE AGREEMENT. The Redevelopment Agreement and the First Amendment shall be construed as one instrument. The terms and provisions of the Redevelopment 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 Redevelopment Agreement are incorporated herein by reference as if fully stated herein.

6. FINAL FORM. This First Amendment represents the final agreement between the Parties 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.

7. 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.

8. 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.

9. BINDING EFFECT. This First Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Village and Developer

10. 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.

11. RECORDING. On or after the First Amendment Effective Date, this First Amendment will be recorded against the Property with the Cook County Clerk, Recordings Division.

[Signature page follows]

IN WITNESS WHEREOF, this First Amendment has been executed by the Parties hereto as of the date first above written.

AGG PROPERTIES LLC, an Illinois limited liability company

By: _____
Mario Gullo, Manager

ATTEST:

VILLAGE OF ELK GROVE VILLAGE, an Illinois municipal corporation

By: _____
Loretta M. Murphy, Village Clerk

By: _____
Craig B. Johnson, Mayor

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2024, by **CRAIG B. JOHNSON**, the Mayor of the **VILLAGE OF ELK GROVE VILLAGE**, an Illinois municipal corporation, and by **LORETTA M. MURPHY**, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires:

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2024, by **MARIO GULLO**, the Manager of **AGG PROPERTIES LLC**, an Illinois limited liability company, as his free and voluntary act in his capacities as manager of said company for the uses and purposes herein.

Signature of Notary

SEAL

My Commission expires:

Exhibit A

Property's Legal Description

ADDRESS: 500 E. Higgins Road, Elk Grove Village, Illinois 60007

PIN: 08-21-401-027-0000

Lot 77 (excepting therefrom the South 17 feet thereof) in Higgins Road Commercial Subdivision Unit Number 47, being a Resubdivision in Section 21, Township 41 North, Range 11, East of The Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Title of Cook County, Illinois, on May 2, 1969 as document number 2448731, in Cook County, Illinois.

ADDRESS: 570 E. Higgins Road, Elk Grove Village, Illinois 60007

PIN: 08-21-401-010-0000

Lot 22 (Except the Southerly 17 feet thereof, as condemned in the Case No. 70L7062) in Higgins Road Commercial Subdivision Unit No. 16, being a Resubdivision in Section 21, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois according to the Plat thereof Registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 28, 1967, as Doc. No. 2321821.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE A SECOND 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:

SECOND 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

SECOND AMENDMENT TO LEASE TERMINATION AGREEMENT

THIS SECOND AMENDMENT TO LEASE TERMINATION AGREEMENT (“Second Amendment”) is entered into this 19th day of November, 2024 (**“Second 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 the Lease’s termination and the Tenant’s surrender of the Property.

C. On or about September 24, 2024, the Parties entered into a First Amendment to the Lease Termination Agreement (**“First Amendment”**) (collectively, the Termination Agreement and the First Amendment are the **“Agreement”**) to, among other things, extend the Termination Date.

D. 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.

E. At the Tenant’s request, the Parties now wish to further amend the Agreement to revise the Termination Date and make related changes, all as set forth in this Second 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 to this Second 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 Agreement. In the event of any conflict between the terms and conditions hereof and those set forth in the Lease or the Agreement, the terms and conditions of this Second Amendment shall control.

3. Section 2.01 Amended. 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 3:00 p.m. CST

~~on Monday, December 16, 2024 10:00 a.m. CST on December 1, 2024~~
(“Termination Date”).

4. Additional Consideration. On December 1, 2024, the Tenant shall owe the Village – in addition to all amounts owed pursuant to the Agreement – **SEVEN HUNDRED FIFTY AND NO/100 (\$750.00) DOLLARS** (“**Partial Monthly Payment**”) as additional consideration for the Tenant’s occupancy of the Property from December 1, 2024 through the Termination Date. The Village will deduct all Monthly Payments and Partial Monthly Payments owed from the final Fee payment, as set forth in Termination Agreement Section 2.02(E).

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

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

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

8. Final Form. This Second Amendment represents the final agreement between the Parties 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.

9. Severability. If any term or provision of this Second Amendment, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Second 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 Second Amendment shall be valid and shall be enforceable to the extent permitted by law.

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

11. Counterparts. This Second 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 Second 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 Second 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

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 601 BUSSE ROAD, 1800 HOWARD STREET, 1830 HOWARD STREET, 1850 HOWARD STREET, 1851 HOWARD STREET, 1831 HOWARD STREET, 1801 HOWARD STREET, AND 1701 HOWARD 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 601 Busse Road, 1800 Howard Street, 1830 Howard Street, 1850 Howard Street, 1851 Howard Street, 1831 Howard Street, 1801 Howard Street, and 1701 Howard Street in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Numbers 08-26-100-035-0000, 08-26-100-036-0000, 08-26-100-037-0000, 08-26-100-038-0000, 08-26-100-039-0000 and 08-26-100-040-0000, 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 601 Busse Road, 1800 Howard Street, 1830 Howard Street, 1850 Howard Street, 1851 Howard Street, 1831 Howard Street, 1801 Howard Street, and 1701 Howard Street, Elk Grove Village, Cook County, Illinois, and identified by Property Index Numbers 08-26-100-035-0000, 08-26-100-036-0000, 08-26-100-037-0000, 08-26-100-038-0000, 08-26-100-039-0000 and 08-26-100-040-0000, 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:

OF LOTS 1,2,3,4,5, AND 6 IN VINCENT P. BIANCO SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN BY THE PLAT OF SUBDIVISION RECORDED OCTOBER 5, 1988, AS DOCUMENT 88459425 AND RE-RECORDED AS DOCUMENT NUMBER 89099001, 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 Numbers 08-26-100-035-0000, 08-26-100-036-0000, 08-26-100-037-0000, 08-26-100-038-0000, 08-26-100-039-0000 and 08-26-100-040-0000.

Section 3: That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution including the Elk Grove Village Class 6b Property Tax Incentive Terms and Agreement subject to the petitioner completing new construction of a 270,000 square foot building, in substantial conformance with the Applicant completing the improvements stated in their application.

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 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 951 LUNT AVENUE, ELK GROVE VILLAGE, ILLINOIS

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

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

WHEREAS, the Mayor and Board of Trustees finds that special circumstances justify finding that the property is "abandoned" for the purpose of a Class 6B designation, even though it has been vacant and unused for less than 12 months, that finding, along with the specification of the circumstances, shall be included in the resolution or ordinance supporting and consenting to the Class 6B application; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status special circumstances pursuant to said aforementioned ordinance for certain real estate located at 951 Lunt Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Numbers 08-34-102-011-0000 and 08-34-102-017-0000, and has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

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

Section 1: That the request of the Petitioner to have certain real estate located at 951 Lunt Avenue, Elk Grove Village, Cook County, Illinois, and identified by Property Index Numbers 08-34-102-011-01000 and 08-34-102-017-0000, declared eligible for Class 6B status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

PARCEL 1: LOT 99 IN CENTEX INDUSTRIAL PARK NO. 68, A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL2: LOT 111 IN CENTEX INDUSTRIAL PARK NO. 79, A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers 08-34-102-011-0000 and 08-34-102-017-0000.

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

- a. Removal and Replacement of existing concrete aprons;
- b. Replacement of landscaping and reconstruction of both parking lots;
- c. New front windows, a new concrete sidewalk and stairs to the main door; and
- d. New canopy and painting of the exterior drive-in doors of the existing precast concrete, as well as update façade.

Section 5: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 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 2001 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 Mayor and Board of Trustees, finds that special circumstances justify finding that the property is "abandoned" for purpose of a Class 6B designation, even though it has been vacant and unused for more than 12 months and there has been no purchase for value, that finding, along with the specification of the circumstances, shall be included in the resolution or ordinance supporting and consenting to the Class 6B application; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status special circumstances pursuant to said aforementioned ordinance for certain real estate located at 2001 Pratt Boulevard, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Numbers 08-35-302-019-000 and 08-35-302-009-0000, and has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

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

Section 1: That the request of the Petitioner to have certain real estate located at 2001 Pratt Boulevard, Elk Grove Village, Cook County, Illinois, and identified by Property Index Numbers 08-35-302-019-000 and 08-35-302-009-0000, declared eligible for Class 6B status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

PARCEL 1: THE EAST 222.0 FEET OF THE EAST 350.0 FEET OF THE WEST 630.0 FEET OF LOT 5 IN CENTEX INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1957 AS DOCUMENT NUMBER 17075036, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 128.0 FEET OF THE EAST 350.0 FEET OF THE WEST 630.0 FEET OF LOT 5 IN CENTEX INDUSTRIAL PARK, BEING A SUBDIVISION IN

SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1957 AS DOCUMENT 17075036, IN COOK COUNTY, ILLINOIS.

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

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers 08-35-302-019-000 and 08-35-302-009-0000.

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

- a. Partial demolish building and regrade the site;
- b. Install new façade, update the landscaping, and clear rear drainage ditch ;
- c. Consolidate the two lots and reconstruct parking lot;
- d. Install a below ground stormwater management system; and
- e. Completely refurbish the inside of the building including HVAC and electrical.

Section 5: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk