

ADDENDUM REGULAR VILLAGE BOARD MEETING

November 19, 2019 7:00 PM

6. CONSENT AGENDA

r. Consideration of a request to award a sole source purchase contract to Air One Equipment of South Elgin, IL for Ram Air turnout gear air dryers in the amount of \$33,780 from the Foreign Fire Fund.

(The current Foreign Fire Department budget includes funding for the purchase of gear dryers for each fire station.

(The Foreign Fire Board has completed a significant amount of research to determine available products on the market to best fit the needs of the fire department.

(Ram Air Gear Dryer manufactures easy to operate, portable turnout gear dryers that are compliant with NFPA gear care requirements.

(Air One Equipment, Inc. of South Elgin, IL is the sole authorized regional distributor of Ram Air Gear Dryers.

(The fire department has an excellent relationship with Air One Equipment, Inc., which also services the equipment.

(The Fire Chief recommends approval.)

s. Consideration to award a professional service contract to HR Green McHenry, IL for Phase I & II construction engineering services for the Rehabilitation of Landmeier Extension Pond in the amount of \$36,713 from the BLF Fund.

(A proposal was solicited from HR Green McHenry, IL for Phase I & II Engineering Services, which include: survey, develop contract plans and specifications, utility coordination and permitting to rehabilitate Landmeier Extension Pond.

(The current lift station has exceeded it useful life expectancy and is in need of major rehabilitation.

(The proposed rehabilitation will insure reliability and help mitigate future flooding events in the area.

(The Director of Public Works recommends approval.)

t. Consideration to concur with prior Village Board authorization to engage the services of 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 local agencies for the 2019 calendar year in the amount of \$39,000.

(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.

(The Village Attorney has recommended approval.)

u. Consideration to award a professional service contract to Engineering Enterprises, Inc. of Sugar Grove, IL for Phase I & II construction engineering services for the Wells No. 2 and 8 Rehabilitation in the amount of \$41,060 from the Water & Sewer Fund.

(A proposal was solicited from Engineering Enterprises, Inc. (EEI) of Sugar Grove, IL for Phase I & II Engineering Services to survey, develop contract plans, specifications, utility coordination and permitting to rehabilitate Wells No. 2 & 8.).

(Both wells are currently out of service due to electrical and pump related issues. The rehabilitation process will allow for both wells to be returned to service.

(The Director of Public Works recommends approval.)

v. Consideration to concur with prior Village Board authorization to engage the services of 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 2019 calendar year in the amount of \$105,000.

(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.

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

(The Village Attorney has recommended approval.)

w. Consideration to concur with prior Village Board authorization to engage the services of Storino Ramello & Durkin of Rosemont, IL to provide strategic consulting and advocacy services to the Village in consulting with Cook County and other local agencies in the amount of \$4,000 per month.

(As part of the contract with Storino Ramello & Durkin, they have engaged Michael Alvarez as a sub-consultant to be retained by the Village to assist with legislative monitoring and advocating on behalf of the Village in relation to legislation being considered by Cook County and other local agencies.

(In addition, they have helped identify and secure grant funding for critical Village infrastructure projects.

(The Village Attorney has recommended approval.)

x. Consideration to engage the services of Scott M. Day of Day Robert & Morrison PC, Naperville, IL to provide specific legal services regarding the acquisition and redevelopment of real estate in a redevelopment area at an hourly rate of \$285.00 to be

funded by the Busse Elmhurst Tax Increment Financing District.

(Approval of this engagement will authorize the necessary legal work needed in order to assist the Village in acquisition of specific property within the Busse-Elmhurst TIF District.(The Village Attorney recommends approval.)

y. Consideration to adopt Resolution No. 66-19 (attached) approving a Plat of Easement for a public sidewalk between the Village of Elk Grove Village and the owners of record for the Elk Grove Technology Park, GB Elk Grove 1, LLC.

(The Illinois Department of Transportation (IDOT) has requested an easement be dedicated to the Village for future maintenance and repair of the sidewalk that is being constructed adjacent to Illinois Route 72 (E. Higgins Road) at Innovation Drive and at Brennan Boulevard rights-of-way as part of the Elk Grove Technology Park development. (This resolution approves the Plat of Easement for a ten (10') foot easement adjacent to the aforementioned rights-of-way.

(The Director of Community Development recommends approval.)

z. Consideration to adopt Resolution No. 67-19 (attached) approving a Plat of Dedication to the Illinois Department of Transportation (IDOT) for additional right-of-way to accommodate turn lanes at the Elk Grove Technology Park, Illinois Route 72 (also known as E Higgins Road).

(The Illinois Department of Transportation (IDOT) has requested Village approval of the Plat of Dedication for additional right-of-way for turn lanes at the Elk Grove Technology Park, Illinois Route 72 (also known as E Higgins Road). Village approval is required as the dedicated area is located within the existing corporate limits of the Village. (This resolution approves the dedication of additional right-of-way to IDOT for turn lanes

(The Director of Community Development recommends approval.)

on Illinois Route 72.

aa. Consideration to adopt Resolution No. 68-19 (attached) authorizing the Mayor and Village Clerk to execute a supplemental service agreement between the Village of Elk Grove Village and Municipal GIS Partners of Des Plaines, IL for support services in connection with Elk Grove Village's Geographic Information Systems (GIS) in an amount not to exceed \$167.288.00 from the Business Leaders Fund.

(The supplemental service agreement provides for a one-year contract extension with MGP that will run from January 1, 2020 to December 31, 2020, and can be terminated at any time with 90 days notice.

(In April of 2008, the Village Board entered into an agreement to join the GIS Consortium (GISC), which is now a group of thirty-six (36) local communities that work together to develop a cost-effective solution for implementing Geographic Information Systems (GIS) and related technologies.

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

(The foundation of the Consortium is its innovative staffing approach. To address this

issue, the Consortium outsources staffing and shares these resources among its members. (The GIS Consortium's contracted service provider is Municipal GIS Partners (MGP). (Elk Grove Village is an 80% allocation member for support services. This provides for an in-house GIS Specialist 4 days a week.

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

(The Director of Public Works has recommended approval.)

ab. Consideration to adopt Resolution No. 69-19 (attached) 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 800 Nicholas Blvd.

(The Law Offices of Sarnoff & Baccash, on behalf of JMD Land II LLC (Applicant) is seeking a Cook County Class 6B property tax exemption for 800 Nicholas Blvd. (The Applicant intends to purchase the building for its related entity Di Meo Brothers Inc. for its operations consisting of the warehousing and distribution of products used in the construction industry. The subject property consists of a 12,672 square foot building that has been vacant since January 2018.

(The Applicant plans to spend \$175,000 to \$225,000 to rehabilitate and improve the subject property. These improvements are as follow: Interior improvements, sealcoat and stripe the parking lot, reconstruct drive-in apron, update landscaping, clean up debris around site, update the façade, add new signage, install new LED exterior lighting, repair the loading dock, install a new drive in door, install new bollards, install a new water main, install a new storm sewer and complete other general maintenance.

(Di Meo Brothers Inc. currently leases a 6,500 square foot building at 720 Richard Lane in Elk Grove Village, and is outgrowing their site. Di Meo Brothers Inc. plans to move over part of its operations to the subject property, while remaining at the 720 Richard Lane site. Currently, Di Meo Brothers Inc. has 50 employees. As a result, Di Meo Brothers Inc. plans to bring 5-8 current employees to the new site, while hiring an additional 4-8 employees within the first 3 years of operations at the subject property. (The eligibility requirements for 6B status are new construction, substantial renovation or buildings that have been vacant for a period of time. This site qualifies as it involves vacancy for less twenty-four (24) months with a purchase for value, special circumstances, and significant 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 and Marketing will issue a Letter of Receipt to the Applicant. The Letter of Receipt will allow the Applicant to file an application with Cook County. Final approval is at the discretion of the Village Board and contingent with the Applicant completing the improvements stated in their application. (The Clerk's office is preparing the resolution for the next Village Board Meeting. (The Director of Business Development and Marketing recommends issuing a Letter of Receipt.)

- ac. Consideration to adopt Resolution No. 70-19 (attached) authorizing the Mayor and Village Clerk to execute an agreement between the Village of Elk Grove Village and the Suburban Bus Division (PACE) of the Regional Transportation Authority (Dial-a-Ride).
 - (Estimated expenses for the Dial-a-Ride program are \$222,223 in 2020. (The terms of this year's Agreement have not been significantly modified in comparison to previous years.)
- ad. Consideration to adopt Resolution No. 71-19 (attached) authorizing the Mayor and Village Clerk to execute a license supplement to the Master Pole Attachment Agreement approved by Resolution No. 27-19 between the Village of Elk Grove Village and Crown Castle Fiber LLC of Houston, Texas (Busse Road and Devon Avenue).

(Crown Castle Fiber LLC is seeking to execute a license supplement to the Master Pole Attachment Agreement approved by Resolution 27-19 between the Village of Elk Grove Village and Crown Castle Fiber LLC of Houston, Texas.

(This license supplement provides for the collocation of a small wireless facility on an existing Village-owned street light on the east side of Busse Road, approximately 100 feet north of Devon Avenue.

(Crown Castle Fiber LLC has obtained the required Small Wireless Facility permit from the Village for this site.

(The State of Illinois' Small Wireless Facilities Deployment Act requires that municipalities permit the collocation of small wireless facilities on Village-owned poles within the right-of-way and sets a maximum annual rental rate of \$200 for each of these installations.

(The Assistant Village Manager/Director of Communications recommends approval.)

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.

RESOLUTION	NO.
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A RESOLUTION APPROVING A PLAT OF EASEMENT FOR A PUBLIC SIDEWALK BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE OWNERS OF RECORD FOR THE ELK GROVE TECHNOLOGY PARK, GB ELK GROVE 1, LLC.

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:

<u>Section 1</u>: That approval is hereby given the Plat of Easement for Public Sidewalk, a copy of which is attached hereto and made a part hereof.

<u>Section 2</u>: 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.

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

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

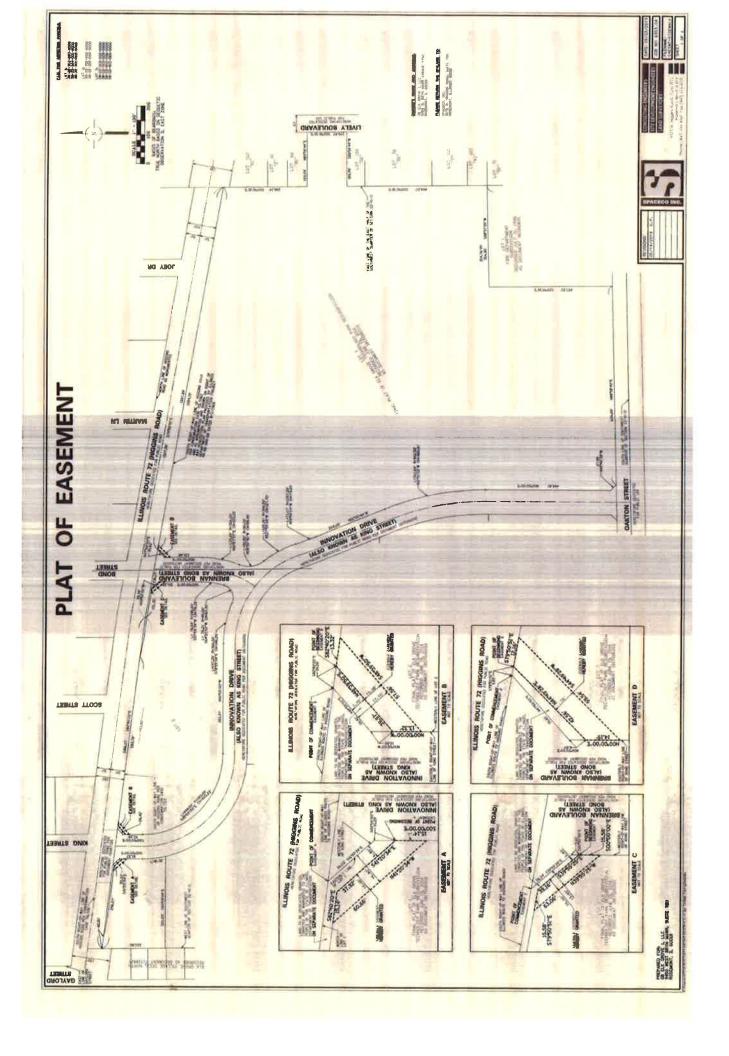
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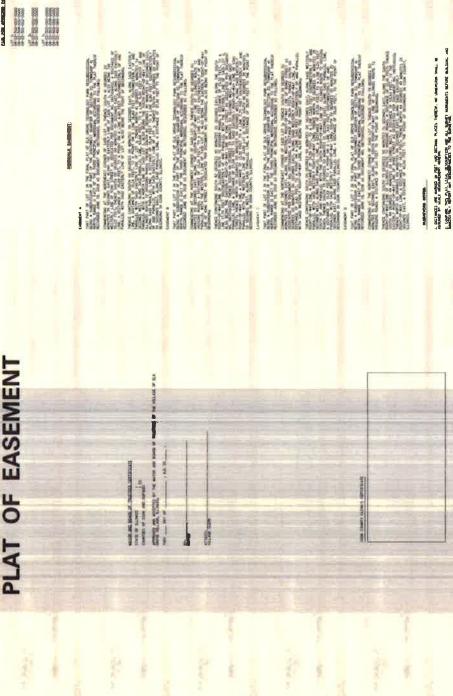
ADCENT.

VOTE: AVES.

VOIE. ATES.	NATS ADSENT.	
PASSED this	day of	2019.
APPROVED this	day of	2019.
	APPROVED:	
A TPPECT.	Mayor Craig B. Johnson Village of Elk Grove Village	- ≥
ATTEST:		
Loretta M. Murphy, Village Clerk		

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A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE PLAT OF DEDICATION TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION TO DEDICATE ADDITIONAL RIGHT-OF-WAY FOR TURN LANES AT THE ELK GROVE TECHNOLOGY PARK (ILLINOIS ROUTE 72 (ALSO KNOWN AS HIGGINS ROAD) DEDICATION

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:

PLAT OF DEDICATION TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION ILLINOIS ROUTE 72 (ALSO KNOWN AS HIGGINS ROAD) DEDICATION

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.

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

NAVC.

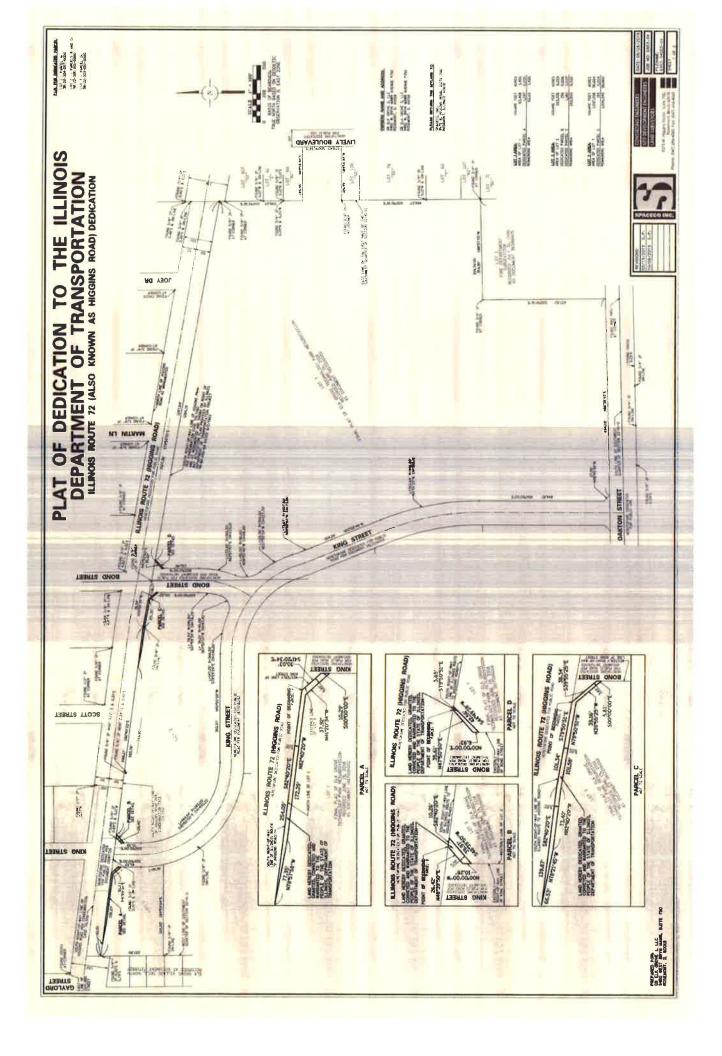
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PASSED this	day of	2019.
APPROVED this	day of	2019.
ε	APPROVED:	
	Mayor Craig B. Jo Village of Elk Gro	
ATTEST:		
Loretta M. Murphy, Village Clerk		

VOTE:

PlatofDedicationEG FeehPk

AVES.



DEPARTMENT OF TRANSPORTATION AS HIGGINS ROAD DEDICATION

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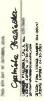
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A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A SUPPLEMENTAL STATEMENT OF WORK BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND MUNICIPAL GIS PARTNERS, INCORPORATED

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

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

SUPPLEMENTAL STATEMENT OF WORK

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	2019.
APPROVED this	day of	2019.
	APPROVED:	
	Mayor Crois D. Johnson	_
	Mayor Craig B. Johnson Village of Elk Grove Village	
ATTEST:		
Loretta M. Murphy, Village Clerk		

Supplemental Statement of Work

Pursuant to and in accordance with Section 1.2 of that certain GIS Consortium Service Provider Contract dated January 1, 2016 (the "Contract") between the Elk Grove Village, an Illinois municipal corporation (the "Municipality") and Municipal GIS Partners, Incorporated (the "Consultant"), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2020 ("SOW"):

In consideration of the mutual covenants and agreements hereinafter set forth the Municipality and the Consultant agree to amend the Contract as follows:

1. Project Schedule/Term:

Pursuant to Section 5.2 of the Contract, this SOW shall extend the Initial Term for an additional one (1) year period. For the avoidance of doubt, this Renewal Term shall commence on January 1, 2020 and remain in effect for one (1) year.

2. Projected Utilization:

As set forth in Section 4.1(c) of the Contract, the project utilization shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The projected utilization for the calendar year beginning January 1, 2020 and ending December 31, 2020 is set forth in this SOW as follows:

- A. 1,315 hours of Site Analyst
- B. <u>267</u> hours of Shared Analyst
- C. <u>132</u> hours of Client Account Manager
- D. <u>67</u> hours of Manager

3. <u>Service Rates</u>:

As set forth in Section 4.1(c) of the Contract, the service rates shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The service rates for the calendar year beginning January 1, 2020 and ending December 31, 2020 is set forth in this SOW as follows:

- A. \$ 91.15 per hour for Site Analyst
- B. \$ 91.15 per hour for Shared Analyst
- C. \$106.90 per hour for Client Account Manager
- D. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$167,288.00.

Total Not-to-Exceed Amount for Services (Figures): one hundred sixty-seven thousand two hundred eighty-eight dollars zero cents.

In the event of any conflict or inconsistency between the terms of this SOW and the Contract or any previously approved SOW, the terms of this SOW shall govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of the Contract and this SOW shall be governed and controlled by the Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in the Contract.

4. Modifications to the Contract:

- 1. Section 6.1 of the Contract ("Voluntary Termination") is hereby amended to read as follows:
 - 6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred and eighty (180) calendar days prior written notice to the Municipality.
- 2. Section 6.2 of the Contract ("Termination for Breach") is hereby amended to read as follows:
 - 6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) calendar days of receipt of written notice of such breach from the non-breaching party.
 - 3. The following provisions are hereby incorporated into the Contract:

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

- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- (b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, et seq., as it may be amended from time to time, and any successor thereto (the "Applicable Regulations")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- (d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "Department") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.
- (e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.
- (f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- (g) That the Consultant will include verbatim or by reference the provisions of this section in every subcontract awarded under which any portion of the Contract

obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this section by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SIGNATURE PAGE FOLLOWS

Signature Page to Supplemental Statement of Work

	ersigned have placed their hands and seals hereto as
of,	
ATTEST:	ELK GROVE VILLAGE
By:	By:
Name:	Name:
Its:	Its:
ATTEST:	CONSULTANT:
	MUNICIPAL GIS PARTNERS, INCORPORATED
By: Donna J. Themry Name: Donna Thomey Ital Management Support Specialist	By:
Its: Management Support Specialist	Its: President

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

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 800 Nicholas Boulevard, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Numbers 08-26-301-032-0000, 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 800 Nicholas Boulevard, Elk Grove Village, Cook County, Illinois, identified by Property Index Numbers 08-26-301-032-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined

that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 2 IN CENTEX INDUSRIAL PARK NORTH UNIT 2, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES, IN COOK COUNTY, ILLINOIS ON DECEMBER 20, 1964 AS DOCUMENT NUMBER LR2247813, 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 08-26-301-032-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

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

- a. Interior improvements, repair loading dock with a new drive in door;
- b. Sealcoat and stripe the parking lot, reconstruct drive-in apron and install bollards;
- c. Update landscaping, installation of a new water main and storm sewer:
- d. Update façade, add new signage, and install new LED exterior lighting.

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

VOTE: AY	ES: NAYS: _	ABSENT:
PASSED this	s day of	2019.
APPROVED	this day of	2019.
	APPROV	ED:
	•	raig B. Johnson f Elk Grove Village
ATTEST:	v mage of	Lik Grove vinage
Loretta M. Murphy, Village (Clerk	

Exhibit "A"

SARNOFF BACCASH

Special circumstances requested by JMD Land II, LLC or an entity to be named 800 Nicholas Blyd., Elk Grove Village, Illinois (PINs: 08-26-301-032-0000)

JMD Land II, LLC or an entity to be named ("Applicant") is requesting a Resolution in support and consent of a Class 6b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances and substantial rehabilitation. The Applicant plans to purchase the subject property and rehabilitate the same for its related entity, Di Meo Brothers, Inc., to occupy for its operations consisting of the warehousing and distribution of products used in the construction industry.

The subject property consists of an approximately 24,050 square foot site with a roughly 12,672 square foot building that has been 100% vacant and unused since January, 2018. The property is in need of substantial rehabilitation. Therefore, the Applicant plans to spend approximately \$175,000 to \$225,000 to immediately rehabilitate and improve the subject property. Based on initial inspections these improvements will be to update the landscaping, repair and restripe the parking lot, install a new drive apron per Elk Grove Village standards, update the façade, add new signage, install new LED exterior lighting, repair the loading dock, install a new drive in door, install new bollards, install a new water main to the building and install a new storm sewer to the building as well as to complete other general maintenance. The Applicant also plans to complete some interior improvements. In addition, please note that all of the rehabilitation costs could significantly vary depending on a variety of factors such as market variances. Further inspections of the subject property may require additional improvements. The rehabilitation will create approximately 25 to 30 construction jobs.

Di Meo Brothers, Inc. currently leases approximately 6,500 square feet at 720 Richard Lane in Elk Grove Village. Di Meo Brothers, Inc. is growing and needs to expand its operations as well as wants to remain in Elk Grove Village. As a result, Di Meo Brothers, Inc. plans to move part of its operation to the subject property, while remaining at the 720 Richard Lane site. Currently, Di Meo Brothers, Inc. has 50 employees. Di Meo Brothers, Inc. plans to bring 5 to 8 of its current employees to the subject property and plans to hire an additional 4 to 8 employees within the first three years of operations at the subject property. Additionally, Di Meo Brothers, Inc. will look to hire all qualified Elk Grove Village residents for future hires.

Elk Grove Village can also expect that Di Meo Brothers, Inc. and its employees will continue to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, Elk Grove Village can expect that Di Meo Brothers, Inc. will continue to attract business and various customers to the Village in the course of its operations.

Based on our research and the additional costs that must be incurred to improve and rehabilitate the building in order for this to be a successful endeavor, the Applicant must possess a Class 6b Incentive to complete the improvements and to successfully operate the property. It is for these reasons that it is necessary to grant the Applicant a Resolution in support and consent of a Class 6b Incentive for the subject property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances and substantial rehabilitation.

RESOI	UTION	NO.
TUDVI		110.

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

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:

PACE PARATRANSIT LOCAL SHARE AGREEMENT Village of Elk Grove

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.

<u>Section 2</u>: 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	_ 2019.	
	APPROVED this _	day of		2019
		APPROVED:		
		Mayor Craig B. Johnson Village of Elk Grove Village	=1	
ATTEST:				
Loretta M. Murphy	, Village Clerk			

Rest ocalShareAgmt2020

PARATRANSIT LOCAL SHARE AGREEMENT

Village of Elk Grove

This PARATRANSIT LOCAL SHARE AGREEMENT ("Agreement") is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, ("Pace") and Village of Elk Grove, an Illinois municipal corporation, ("Sponsor"). Pace and Sponsor are sometimes individually referred to as a "Party" and collective referred to as the "Parties" in this Agreement. In consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Effective Date.</u> This Agreement shall be in effect beginning on January 1, 2020. If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature on this Agreement shall be deemed to be the date that the signing Party signed this Agreement.
- 2. <u>Service Description</u>. Demand response curb-to-curb paratransit service shall be provided for eligible riders as described in the attached Exhibit A ("Service"). The Service and its parameters are subject to change upon approval by Pace and the participating Service sponsor(s).
- 31, 2020 unless earlier terminated by a Party upon 30 days' advance written notice to the other Party in the event: (a) sufficient funds have not been appropriated to cover the required financial contribution by Pace or any other agency funding the Service; (b) Pace develops alternative public transportation services which, as determined by Pace, will better meet the transportation needs of the public; (c) Sponsor fails to make payments as required by Section 6 of this Agreement; (d) Pace has materially failed to perform its obligations under this Agreement; or (e) Sponsor otherwise determines that the Service is not satisfactory.
- 4. <u>Service Provider.</u> Pace shall contract with one or more outside service providers to provide the Service. Pace shall not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace's outside service provider(s). Pace shall make every reasonable effort to have the Service restored as soon as practical. No fees shall be charged by any outside service provider for Service not performed.
- 5. Reporting. Pace shall provide Sponsor with electronic access to or, in the event electronic access is unavailable, a copy of a summary report containing the number of one-way trips, data for the one-way trips, and total miles.

2020 LSA Page 1

Village of Elk Grove

- 6. Local Share Funding. Sponsor shall participate in the financial support of the Service by reimbursing Pace monthly for the local share incurred by Pace in providing the Service ("Local Share"). The Local Share shall equal the total expense of the Service ("Total Expense") less any fare revenue from the Service less any Pace subsidy for the Service ("Pace Contribution") less any grants for the Service and shall be calculated as follows (see Cost Estimate Worksheet attached as Exhibit B):
 - (a) The Total Expense shall equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense shall be calculated by multiplying the number of vehicle Service hours by the hourly rate charged to Pace by Pace's outside provider(s) delivering the Service. The per-trip Service expense shall be calculated on a trip-by-trip basis. The operating expense shall be the aggregate of rates and/or fees charged to Pace by Pace's outside service provider(s) delivering the Service.
 - (b) The Pace Contribution, which shall be calculated monthly on a year-to-date basis to adjust for actual vehicle Service hours and to ensure that the annual Pace Contribution is not depleted before the expiration of this Agreement, shall equal the lesser of: (1) 75% of the actual Operating Deficit attributed to a maximum of 5,644 vehicle Service hours or (2) \$164,612
 - (c) Sponsor shall pay Pace within 30 days of receiving the monthly bill for the Local Share. Sponsor shall mail payment to:

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

Attention: Accounts Payable

- 7. Independent Relationship. Pace is an independent contractor and not an employee, agent, joint venture, or partner of Sponsor, and nothing in this Agreement shall be construed as creating any other relationship between Pace and Sponsor or between any employee or agent of Pace and Sponsor. Pace employees shall at all times remain employees of Pace, and Pace shall be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.
- 8. <u>Insurance</u>. Pace shall require its outside service provider(s) providing the Service to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide Sponsor with a copy of the certificate of insurance upon written request by Sponsor.

2020 LSA Page 2 Village of Elk Grove

- Indemnification. Sponsor shall indemnify, defend, and hold harmless Pace and Pace's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Sponsor's intentional or negligent acts or omissions concerning the performance of any of Sponsor's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless Sponsor and Sponsor's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No Party shall be liable for or be required to indemnify the other Party for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by the Party claiming indemnification ("Claimant") to the indemnifying Party ("Indemnitor") regarding any claim which Claimant believes to be covered under this Section, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but Claimant shall have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this Section.
- 10. <u>Compliance with Laws</u>. The Parties shall comply with all local, state, and federal laws, statutes, ordinances, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).
- 11. <u>Headings</u>. The headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.
- 12. <u>Waiver</u>. Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.
- 13. **Binding Effect**. This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.
- 14. **Entire Agreement and Non-Reliance**. This Agreement, including any introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

Sponsor represents and warrants that: (a) Sponsor has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by Sponsor to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to Sponsor with respect this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) Sponsor has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, Sponsor acknowledges that Pace will not have or be subject to any liability to Sponsor resulting from the distribution to Sponsor or Sponsor's use of any information, including any information provided or made available to Sponsor or any other document or information in any form provided or made available to Sponsor, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

- 15. <u>Conflict</u>. In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement shall control.
- 16. <u>Survival</u>. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall be deemed to survive termination or expiration of this Agreement.
- 17. <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
- 18. Assignment. No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.
- 19. <u>Amendment</u>. No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.
- 20. <u>Notice</u>. Any notice under this Agreement shall be in writing and shall be given in the following manner:

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

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

If to Pace:

550 W. Algonquin Road Arlington Heights, IL 60005 <u>Attention</u>: Executive Director Facsimile No.: (847) 228-4205

If to Sponsor:

Village of Elk Grove 901 Wellington Avenue Elk Grove Village IL. 60007 Attention: Craig B. Johnson

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

22. <u>Authorization</u>. The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials on the dates stated below.

PACE	VILLAGE OF ELK GROVE	
By:Signature	By:Signature	
Print Name: Rocco L. Donahue	Print Name:	
Print Title: <u>Executive Director</u>	Print Title:	
Date:	Date:	

Exhibit A

TRANSPORTATION SERVICES

VILLAGE OF ELK GROVE

Type of Service

Demand Response Paratransit service provided curb to curb.

Service Operated By

Pace contracts with transportation provider(s) to provide service which is subject to this Agreement. This includes private or public transportation service providers. All providers are equipped with accessible vehicles.

Trip reservation Method

1-hour advance reservation for regular dial-a-ride; semi-scheduled trips are provided per the Attachment to this Exhibit A.

Service Area

Service within the Village of Elk Grove, excluding the industrial park area. Service to Woodfield Mall is available through transfer to fixed route #699. Semi-scheduled service is also available between Senior Housing sites and the Senior/Community Center, local grocery and shopping areas, and Stratford Square Mall, as mutually agreed upon by the Village and Pace. (See Attachment to this Exhibit A.)

Service Hours

Monday through Friday 9:00 a.m. to 6:30 p.m.

Saturday 9:00 a.m. to 4:00 p.m.

Closure Days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Fare Structure

Full Fare \$1.30 Reduced Fare \$.65

Elk Grove Village dictates the fare structure and may be subject to change

The Reduced Fare category includes children ages 7-11, senior citizens age 65+, and persons with disabilities who have an RTA Reduced Fare Card, or an RTA, ADA Paratransit Services Card, and students (high school or younger with proper identification) traveling to or from school only, during school hours) Children under the age of 7 can only ride when accompanied by a fare paying passenger (a maximum of two children per fare paying passenger). The first two children under the age of 7 can ride free, with any additional children paying the reduced fare rate.

Rider Eligibility

Public

VILLAGE OF ELK GROVE

EXHIBIT A - ATTACHMENT

Semi-Scheduled Transportation Services

As a part of the services described in Exhibit A of the Local Share Agreement, the following pre-scheduled service will be provided at the Village's request. These services are to be provided free of charge to residents of the Village Grove Apartments and/or other senior housing complexes as may be identified and mutually agreed upon by the Village and Pace. The phone number to call is (847) 299-6212.

Monday Service:

Mallard Crossing Shopping Plaza Pick-ups beginning at 1:00 p.m., returning trips at 2:30 p.m. and 3:00 p.m. No reservations required.

Tuesday Service:

Mallard Crossing Shopping Plaza Pick-ups beginning at 10:00 a.m., returning trips at 11:30 a.m. and 12:00 p.m. No reservations required.

Wednesday Service:

Elks Crossing Plaza and Elk Grove Town Center Plaza Pick-ups beginning at 9:00 a.m., returning trips at 10:30 a.m. and 11:00 a.m. No reservations required.

Thursday Service:

Elks Crossing Plaza and Elk Grove Town Center Plaza Pick-ups beginning at 10:00 a.m., returning trips at 11:30 a.m. and 12:00 p.m. No reservations required.

Exhibit B

COST ESTIMATE WORKSHEET

2020 LOCAL SHARE AGREEMENT

PROJECT:	VILLAGE OF I	ELK GROVE
REVENUE		\$ 11,255
EXPENSE		\$398,090
DEFICIT		\$386,835
PACE SUBSID	ΟY	\$164,612
LOCAL SHAR	Œ	\$222.223
DIDEDGIID		17.604
RIDERSHIP		17,604
VEHICLE HO	URS	5,644

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A LICENSE SUPPLEMENT TO THE MASTER POLE ATTACHMENT AGREEMENT APPROVED BY RESOLUTION NO. 27-19 BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND CROWN CASTLE FIBER LLC OF HOUSTON, TEXAS (BUSSE ROAD AND DEVON 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 Mayor be and is hereby authorized to sign the attached document marked:

LICENSE SUPPLEMENT

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	_ 2019.
	APPROVED this	day of	2019.
		APPROVED:	
		Mayor Craig B. Johnson Village of Elk Grove Village	_
ATTEST:		vinage of Elk Grove vinage	
Loretta M. M	Turphy, Village Clerk		

MasterPoleSupp CrownCastle(Busse/Devon)

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this ____ day of ___, ___, between the Village of Elk Grove Village, whose principal place of business is 901 Wellington Ave, Elk Grove Village, IL 60007 (LICENSOR), and <u>Crown Castle Fiber LLC</u>, whose principal place of business is 1220 Agusta Drive, Suite 600, Houston, Texas 77057 (LICENSEE).

- 1. Master License Agreement. This Supplement is a Supplement as referenced in that certain Master License Agreement between Elk Grove Village and Crown Castle Fiber LLC, dated May 16th, 2019, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
- 2. <u>Premises.</u> The Property owned by Licensor is located at 2299 Busse Road. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
- 3. <u>Term</u>. The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
- 4. <u>Initial Rent.</u> During the initial term of this Supplement, rent shall be \$200.00 per year, payable to LICENSOR at 901 Wellington Ave, Elk Grove Village, IL 60007. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement.
- 5. **Rent During Extension Terms**. The rent shall be subject to renegotiation by the parties prior to the start of each five-year extension term of this supplement. In the event the parties are unable to agree upon new terms within thirty (30) days after the start of the extension term, then this License Supplement shall terminate one hundred twenty (120) days thereafter. In no event shall any new rent exceed the amount permitted by applicable state or federal law.
- 5. <u>Electrical Service</u>. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
- 6. Site Specific Terms. (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

BY:

Elk Grove Village, an Illinois Municipal Corporation

Name:
Title:
Date:
LICENSEE
Crown Castle Fiber LLC
$0 \in \mathcal{I}$
BY: De Sm
Name: Jam Franklin
Title: Project Manager

Date: 10/15/2019

EXHIBIT 1

Premises

(see attached site plans)

CASTLE CASTLE

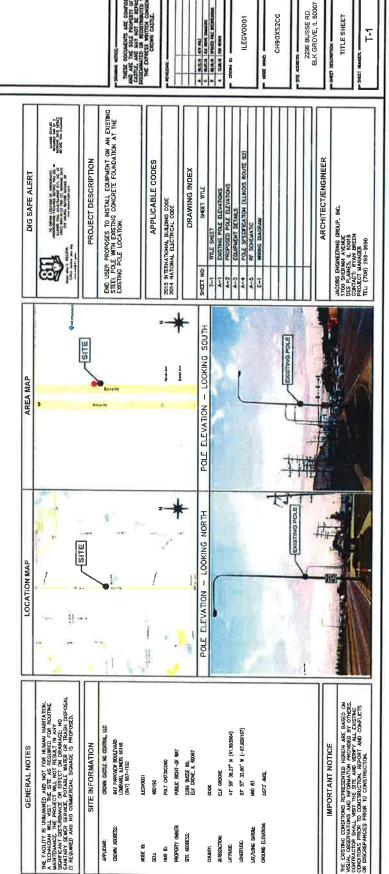
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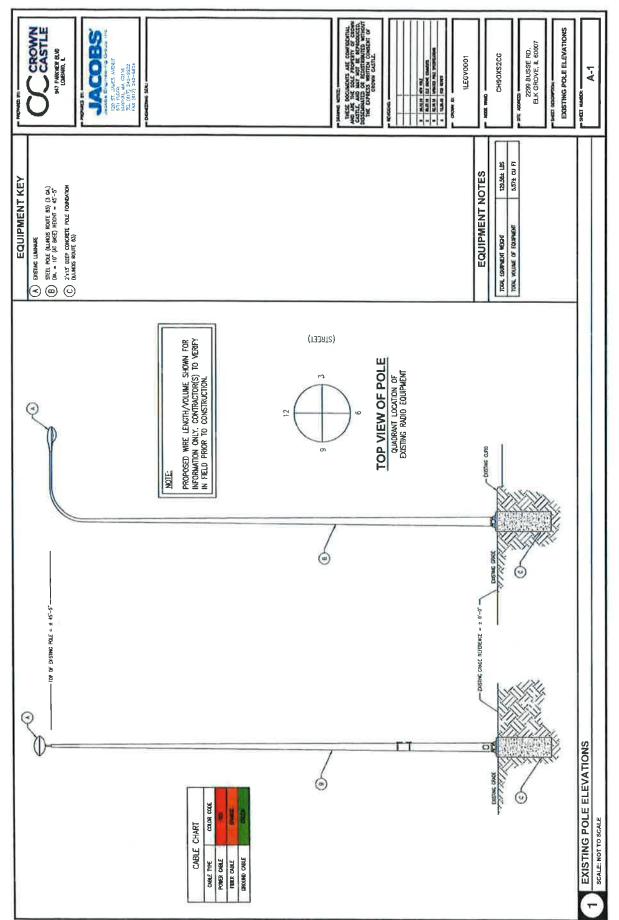
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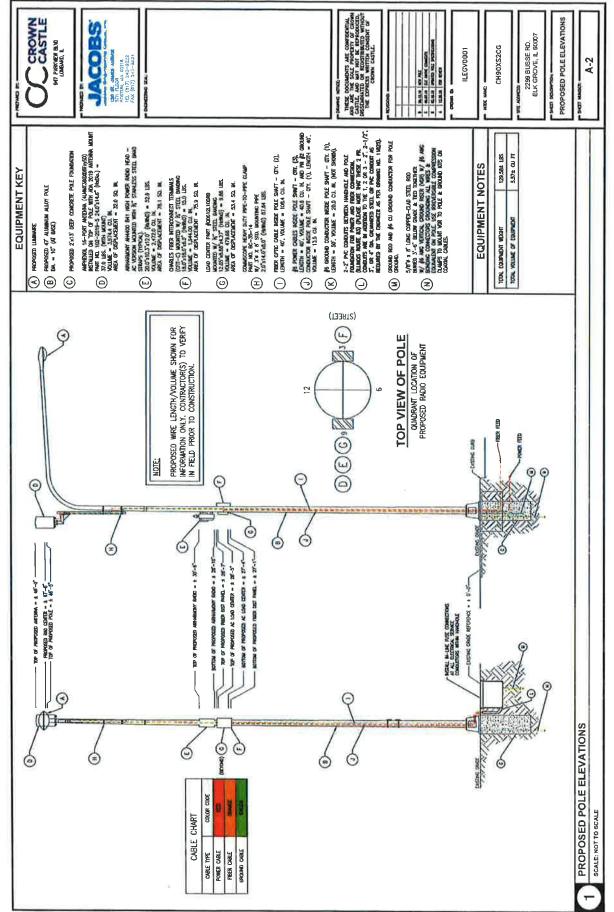
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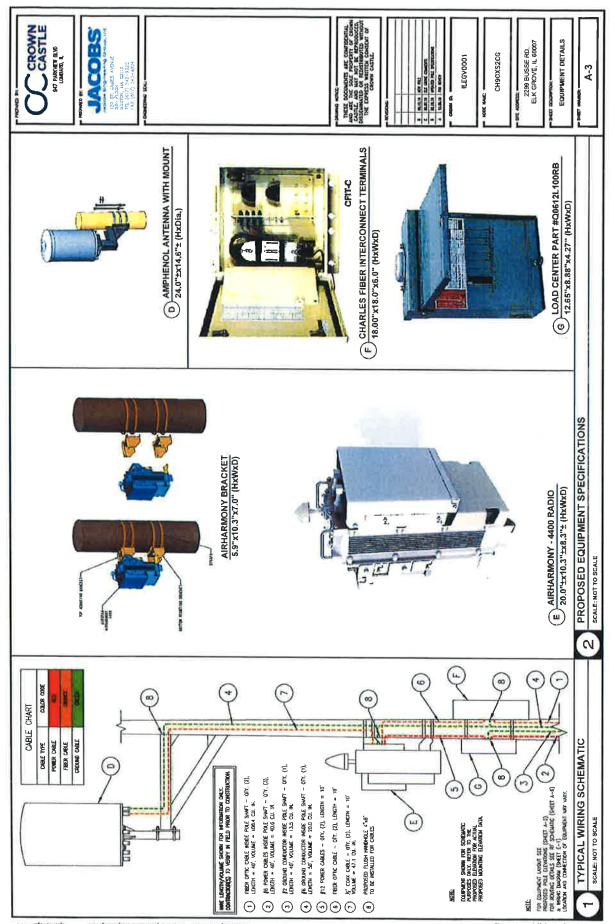
NODE SITE ADDRESS
2299 BUSSE RD.
ELK GROVE, IL 60007

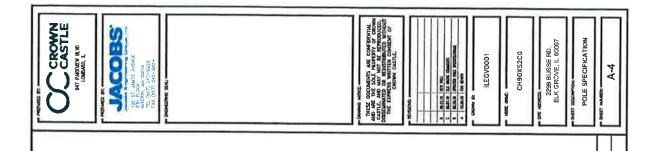
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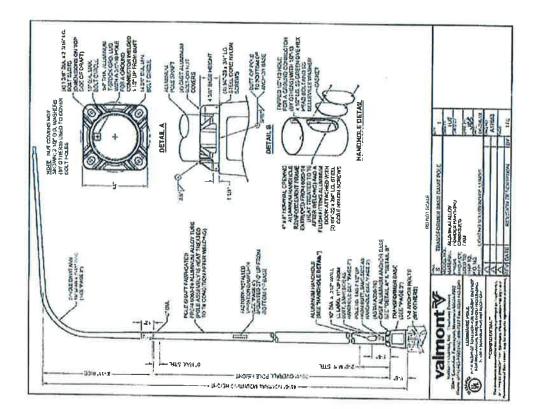












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