

RESOLUTION NO. 24-R-44

A RESOLUTION APPROVING AN UPDATED SINGLE-FAMILY RESIDENTIAL DRAINAGE IMPROVEMENT PROGRAM POLICY

WHEREAS, on April 9, 2024, the corporate authorities of the City of Rolling Meadows amended the Rolling Meadows Municipal Code to adopt an updated Single-Family Residential Drainage Improvement Program, by Ordinance No. 24-16 (“Program”), in order to provide assistance to single-family residential property owners in alleviating flooding conditions caused by deficient grading; and

WHEREAS, the City Council has determined that it is advisable, necessary and in the best interests of the residents of the City of Rolling Meadows to adopt a policy and guidelines regarding the implementation of the Program.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rolling Meadows, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. That the *City of Rolling Meadows Residential Drainage Assistance Program Policy*, effective April of 2024 (“Program Policy”), a copy of which is attached hereto as Exhibit “A”, is hereby approved and adopted by the corporate authorities of the City, and shall replace, in its entirety, any previously adopted single-family residential drainage improvement program or policy of the City.

Section 3. That the officials, officers and employees of the City are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution, the Program and the Program Policy, including the execution by the City Manager of any *Participation Agreement and Maintenance Covenant* (“Agreement”) with the subject property owners receiving grant funding under the Program, which Agreement is approved in substantially

the form attached as Exhibit 2 to the Program Policy, and the Manager's execution of any such Agreement is hereby authorized and approved.

Section 4. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 9th day of April, 2024, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

AYES: Budmats, O'Brien, Boucher, Reyez, Koehler, McHale

NAYS: 0

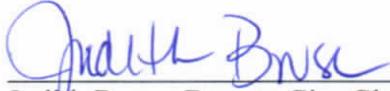
ABSENT: Vinezeano

APPROVED this 9th day of April, 2024.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

EXHIBIT "A"



CITY OF ROLLING MEADOWS
RESIDENTIAL DRAINAGE ASSISTANCE PROGRAM
Policy/Program Document
Effective Date: April 2024

Purpose/Policy Adoption:

Proper yard drainage on private property is important for aesthetic, public health, and quality of life issues. Over time, ground settling, filling, landscaping, fences, sheds, and other “backyard” improvements alter originally designed or intended drainage patterns. The problem can be further exacerbated by other private property improvements such as building additions, patios, pools and pool decks, sidewalks, and other accessory buildings or improvements on an owner’s or their neighbors’ properties.

The City has adopted a Single-Family Residential Drainage Assistance Program (“Program”). The Program targets City assistance to owners of owner-occupied single-family home properties that continue to experience significant standing water 48 hours or more AFTER a rain event has concluded (the “48-hour rule”).

Funding:

The Program receives annual funding from the City’s Stormwater Fee, with Program Components (described below) funded as part of the City’s Fiscal Year Budget Process, approved annually in December.

Program Components:

The Program consists of the following four main components:

- 1. Drainage Compliant Logging and Verification.** Owner-occupied single-family home property owners may register a drainage complaint for review by the City. Although all complaints will be logged, only those that meet the “48-hour rule” described above will be identified as “eligible” or “contingent” and assigned a “drainage case number.” Only those properties with a drainage case number will be and potentially eligible for the City assistance described in components 2, 3, and 4 below, pending compliance with all other Program requirements. Ineligible owners may still receive informal recommendations from City staff that owners can implement on their own to address nuisance drainage. It may also result in modifications owners who meet the “48-hour rule” must first complete to meet other eligibility requirements for the Technical Assistance or Partial Grant Reimbursement Assistance (described below) in future years.
- 2. Annual Capital Improvement Projects.** This component includes the annual capital planning and budgeting by the City for constructing stormwater improvements in the public right-of-way utilizing, in part, drainage complaint information verified and maintained via

the City's GIS database. Capital stormwater projects are typically scheduled with annual street resurfacing or reconstruction capital improvement programs.

Additionally, when funding allows, the City may consider authorizing stand-alone stormwater projects apart from the resurfacing or reconstruction programs to extend an existing public storm sewer a short distance and/or adding a storm structure in the right-of-way to benefit one or more nearby owners, provided the owner(s) agree to complete necessary improvements on their own property at their own expense. In this instance, the City will only make necessary improvements in the right-of-way after owners commit to executing an agreement on a form approved by the City that they will complete work on their own property at their own expense to connect to the public improvement made by the City.

3. **Technical Assistance Application and Award.** Projects on eligible properties not yet or ever eligible for Partial Reimbursement Grant Funding under the Program guidelines (described below) can apply to receive recommendations from the City's technical staff and professional engineering advisors regarding drainage improvement projects that could be initiated and constructed completely at the owner's expense. Completion of an application, and a \$250 application fee is required. Owners are provided with professionally prepared plans that the owner can use to obtain quotes from and have work done by their own qualified contractors. The application fee is reimbursed upon the owner's execution of recommended improvements totaling \$500 or more, as evidenced by paid receipts to contractors, and provided proper permits and inspections were obtained by the owner if required.

3a. Eligibility Requirements (Technical Assistance):

Successful Technical Assistance applicants must meet ALL four (4) of the following requirements to have technical plans prepared by the City that address drainage issues on their property:

1. Available only when one or more inches of standing water remains on the property after a period of at least 48 hours of dry conditions following one-half or more inches of rain, as determined by rainfall recorded by the USGS at Station Number 05530990 located at Salt Creek and Algonquin Road (<https://il.water.usgs.gov/gmaps/precip/>). The required conditions must be adequately documented by the owner and verified by the City. Flooding caused by storm sewer obstruction, landscape or garden improvements that have modified original drainage patterns, misdirected downspouts or sump pump discharge, or frozen ground conditions shall not be a basis for eligibility unless flooding continues after all identified issues have been corrected.
2. Available only to Rolling Meadows residents, who are in good standing with the City (i.e., have no code violations in the past 12 months, unpaid fees, or past due accounts with the City of Rolling Meadows.)
3. Available only for properties located in single-family residential zoning districts and occupied by an existing owner-occupied single-family structure, as documented by Cook County property tax owner exemption status.
4. Shall not have existing private drainage infrastructure or similar work completed by the City in the past that has not been maintained.

4. Partial Reimbursement Grant Application and Award. Owners of properties that have been verified to be eligible for partial grant fund reimbursement can apply to have plans prepared by the City's technical engineering consultants at no cost, and partial reimbursement funding of the improvements on their property. In order to be eligible for partial reimbursement grant funding, a qualified Project MUST provide benefit to not less than three (3) adjoining property owner who all individually agree to be bound by the terms of a Maintenance and Covenant Agreement with the City. Completion of an application, and a \$500 application fee is required from each adjoining property owner benefited by the Project.

4a. Eligibility Requirements (Partial Reimbursement Grant Funding):

Partial Reimbursement Grant Funding eligibility is confirmed when applicants meet ALL the four (4) requirements for Technical Assistance listed above, AND the following three (3) additional requirements:

1. Properties must be documented by the City with a valid prior drainage complaint on file with the City for at least 12 months. See Exhibit 1 for a list of confirmed and contingent properties eligible in 2025 based on the City's existing drainage complaint log.
2. Properties must have an existing storm line in front of their property or be on the City's construction schedule for the following year or the year that grant funding will be awarded.
3. Common drainage issues must occur on no less three (3) adjoining properties where all owners agree to be contractually bound by a Rolling Meadows Single-Family Residential Drainage Improvement Program Agreement and Maintenance Covenant prepared by the City.

4b. Reimbursements

Owners and Qualified Need Owners applying for Partial Reimbursement Grant Funding for expenditure in 2025 may be selected according to the following reimbursement schedule:

Person Benefitted	Incentive/Assistance Available	Amount Not to Exceed (1)	Type of Assistance	When Paid
Owner	40% reimbursement of eligible costs	\$2,000	Reimbursement to Property Owner	After owner submits paid invoices and City inspects and approves completed work
Qualified Need Owners (1)	80% reimbursement of eligible costs	\$4,000	Reimbursement to Property Owner	After owner submits paid invoices and City inspects and approves completed work

Example 1: A \$9,000 project shared equally between three (3) property owners who agree to share the cost equally (\$3,000 each) would result in a qualified need owner being reimbursed \$2,400, while others would be reimbursed \$1,200.

Example 2: Five owners equally sharing a \$20,000 project (\$4,000 each) would result in a qualified need owner being reimbursed \$3,200, while others would be reimbursed \$1,600.

It is up to the owners to agree whether they will share the cost equally, or based on some other method. Reimbursements to individual owners are made based only on the submittal of paid receipts and cancelled checks or other acceptable "proof of payment".

4c. Qualified Need Criteria:

Qualified need owners will be certified automatically only by submitting proof of participation in any of the following programs: Aid to the Aged, Blind or Disabled (AABD), Supplemental Nutrition Assistance Program (SNAP), Low Income Home Emergency Assistance Program (LIHEAP), The Benefit Access Program, and the Senior Citizens Real Estate Tax Deferral Program.

4d. Partial Reimbursement Grant Funding Steps

Step	Due	Activity	Description
1	June 1	Application and \$500 fee	Owners from no less than 3 adjoining properties who meet ALL 7 eligibility criteria and wish to have their collective drainage issues designed by the City as part of 1 project must ALL submit a separate application and fee.
2	July 1	Eligibility Confirmed	City Engineer begins design work upon confirmation.
3	September 1	Design Complete	Design and cost estimate provided to owners who then decide whether to proceed and how to split costs.
4	October 1	Agreement/Covenant	All owners must confirm their commitment to construct the project if approved by the City during the budget by executing the Agreement/Covenant document.
5	December	Budget Adoption	Grants are considered by Council as part of the budget process, which is approved in December.
6	January	Award Notification. Owner solicitation of bids from qualified contractors	Owners request proposals from at least 3 qualified contractors (if possible), and present all to the City with their recommendation as to which contractor is preferred, for approval by the City's Public Works Department.

7	January-June	Construction/Closeout	Owners submit approved proposal to Community Development and following normal building permit, construction, inspection and final approval processes.
8	July 15	Grant Reimbursement Request Deadline	Owners submit paid receipts for reimbursement, which is authorized by City Council.

4e. Eligible Expenses for Partial Reimbursement Grant Reimbursement:

- Re-grading a property to provide proper drainage to an existing yard drain, storm sewer, or swale, and connection to an existing storm sewer is eligible when deficient drainage was not caused by improvements in the resident's rear yard. This may include costs associated with the removal and replacement or relocation of existing fences, sheds, or other rear yard items (reuse of existing only), if necessary to restore a properly functioning drainage swale.
- Installation of a dry well.
- Grading and other work associated with installation of a rain garden (excludes landscape materials).
- Installation of an infiltration trench.
- Installation of a bio-retention facility.
- Installation of underground drains and connections to an existing public storm sewer.

4f. Ineligible Expenses for Partial Reimbursement Grant Reimbursement:

- Projects not approved by the City or its engineers, or for work performed by an unauthorized contractor.
- Projects located on rental or income properties, unless part of an approved multi-property project.
- Projects associated with new construction, remodeling, or redevelopment that otherwise requires stormwater control measures.
- Relief from unmanaged sump pump or downspout drains.
- Multiple installations at the same property (one-time participation only)
- Maintenance, repair, replacement, or addition to an existing storm sewer system, except for regrading.

4g. Prioritizing Partial Reimbursement Grant Funding Projects

Partial reimbursement grant funding is intended to be targeted to properties where the City has existing infrastructure in the right-of-way adjoining or near the property requesting assistance. Project selection is based on confirmation of eligibility, the number of applications, and available funding each year. Funding is not guaranteed, but projects not selected in one year will be maintained by the City as an eligible project for possible prioritization and funding in future years.

Generally speaking, projects that include the following will be prioritized:

1. Projects that minimize or eliminate flooding impacting principal structures (single family homes).
2. Rear yards where the horizontal coverage of surface flooding is NOT limited to areas within 15' of the rear lot line, or within 5' of a side lot line.
3. Rear yards where the horizontal coverage of surface flooding, as a percentage of the total rear yard (behind the principal structure) exceeds that of other projects.
4. Projects on properties where flooding is mainly due to natural ground settling, rather than improper grading or construction that has impacted drainage, are prioritized.
5. Projects located in developments constructed prior to modern stormwater requirements are prioritized.
6. Projects on properties where owners demonstrate through paid receipts that they have implemented one or more drainage improvements at their own expense.

This Program is not intended to establish a commitment or guarantee of the type, form, or level of assistance the City may provide for a specific drainage improvement project. The City reserves the right to deviate from the policy guidance outlined in this document when it deems such action necessary or appropriate to safeguard the best interests of the overall community and protect public health, safety, and welfare.

4h. Participation Agreement and Maintenance Covenant Requirements

Partial Reimbursement Grant Funding will not be awarded to anyone unless a Participation Agreement and Maintenance Covenant document between the City and each property owner is executed (See Exhibit 2).

Exhibit 1

Confirmed and Contingent Properties Eligible for 2025 Partial Reimbursement Grant Funding

Eligible Properties

104 Alder	2308 Dove	2304 Jay	5803 Prairie
2406 Arlingdale	2701 Flicker	2306 Jay	2704 School
2408 Arlingdale	2703 Flicker	4535 Lincoln	2706 School
2500 Arlingdale	2705 Flicker	4557 Lincoln	2707 School
2502 Arlingdale	2707 Flicker	3406 Meadow	2800 School
5802 Arlingdale	2709 Flicker	34004 Meadow	5 Shagbark
5804 Arlingdale	2801 Flicker	2706 Millstone	7 Shagbark
2607 Arrowwood	2803 Flicker	2800 Millstone	2504 Sigwalt
2609 Arrowwood	3410 Freemont	5506 Millstone	2506 Sigwalt
2611 Arrowwood	3500 Freemont	5508 Millstone	2903 South
2613 Arrowwood	3502 Freemont	5510 Millstone	2905 South
2615 Arrowwood	3504 Freemont	2700 Old Mill	2010 St. James
2503 Campbell	3506 Freemont	5508 Old Mill	2100 St. James
2505 Campbell	2511 Highland	5510 Old Mill	2308 St. James
106 Croftwood	2513 Highland	2606 Pebblebrook	2310 St. James
107 Croftwood	4550 Hoover	2608 Pebblebrook	1938 Vermont
108 Croftwood	2204 Jay	2610 Pebblebrook	1954 Vermont
2302 Dove	2300 Jay	2612 Pebblebrook	1968 Vermont
2304 Dove	2302 Jay	2614 Pebblebrook	8 Woods Chapel

Contingent Properties

2402 George
2404 George
4665 Gettysburg
4648 Lincoln
4664 Lincoln
2403 Sigwalt
2405 Sigwalt

Or, please visit the following website.

<https://www.arcgis.com/apps/dashboards/c314a9a9735d41499b686ad1e76488cd>

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

For Recorder Use Only

**ROLLING MEADOWS
SINGLE-FAMILY RESIDENTIAL DRAINAGE IMPROVEMENT PROGRAM
PARTICIPATION AGREEMENT AND MAINTENANCE COVENANT**

THIS AGREEMENT AND MAINTENANCE COVENANT (“Agreement”) is made and entered into by and between [insert Name(s) of PROPERTY OWNER exactly as LISTED on the proof of ownership] (“Owner”) and the City of Rolling Meadows, 3600 Kirchoff Road, Rolling Meadows Illinois 60008 (the “City”).

WHEREAS, the City has adopted a Single-Family Residential Drainage Improvement Program, effective April 9, 2024 (“Program”) that is a subsidy program to help provide financial assistance and design services for qualifying properties whose owners are interested in installing storm water drainage improvements on their properties, a copy of said Program is on file with the City and incorporated herein; and

WHEREAS, the Owner is the owner of certain property commonly known as [insert address of property], Rolling Meadows, Illinois, County of Cook, State of Illinois, and legally described in Exhibit A, attached hereto and incorporated herein and made a part hereof (“Property”);

WHEREAS, the Owner desires to participate in and applied for assistance through the Program; and

WHEREAS, in accordance with the Program, the City has, either with City staff or through its agent, analyzed, designed and is recommending storm water drainage improvements on the Property specifically described and depicted in Exhibit B attached hereto and incorporated herein and made a part hereof (“Facilities”); and

WHEREAS, in accordance with the Program requirements, the Owner and the City have determined that it is in their respective best interests to enter into this Agreement in order to set forth the parties’ respective obligations and responsibilities regarding the Facilities.

Exhibit 2

NOW, THEREFORE, in consideration of the above and the terms and conditions set forth below and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Preamble. The preamble paragraphs set forth above are hereby expressly made a part of and operative provisions of this Agreement as fully as if set forth at length in this Section 1.

Section 2. Owner Installation and City Approval. Owner agrees to install the Facilities in accordance with the Program requirements and the description and depictions set forth in Exhibit B. Prior to the installation of the Facilities for which Owner seeks reimbursement hereunder, a contractor's proposal for the work consistent with the Facilities plan prepared by the City shall be submitted to the City's Public Works Department for approval in accordance with the Program. No work shall be commenced until the contractor's proposal is approved by the City's Director of Public Works. If any such work is commenced without City approval, Owner shall not be entitled to reimbursement for any work done prior to City approval. The work associated with the installation of the Facilities shall be performed in accordance with the proposal approved by the City and pursuant to a contract between a licensed contractor and the Owner. The City shall not be a party to such contract.

Section 3. Permit Required. In addition to all other requirements of the Agreement, all work related to the installation of the Facilities will require a permit issued by the City. The Owner is required to submit the Facilities plan to and obtain a permit from the City's Community Development Department for approval in accordance with the City's ordinary permit requirements.

Section 4. Inspections. The City must be notified on a timely basis so that it can inspect the work as required pursuant to the Program and the City Code.

Section 5. Reimbursement Items. As established in the Program, and conditioned upon the Owner's compliance with all Program requirements and submission of receipts confirming payment for the installation of the Facilities, the City shall reimburse the Owner as follows:

- A. Owners (Without Qualified Need): Reimbursement for 40% of eligible costs up to a maximum of \$2,000.00
- B. Owners (With Qualified Need): Reimbursement for 80% of eligible costs up to a maximum of \$4,000.00

Section 6. Payment of Reimbursement. Reimbursement of eligible items at approved amounts will be made when all work is completed, inspected and approved by the City. To receive reimbursement, Owner must follow all requirements of this Agreement and the Program.

Section 7. Limitations on the Owner's Use of the Property where Facilities are Located. The Owner reserves the right to use the Property in any manner that will not prevent or interfere in any way with the exercise by the City of the rights granted herein; provided, however, that the Owner shall not, without the City's written approval, permanently or temporarily improve or obstruct the Property or cause any improvements or obstructions to be constructed on the Property that would impair the exercise by the City of the rights granted herein. No change shall be made to the Property nor shall any construction of any kind whatsoever be erected or permitted to exist within the Property that might materially impede the storm water drainage capacity of the Facilities [for detention facilities add: or materially reduce the storm water detention capacity thereof]. Trees, shrubs, fences and normal landscape planting shall be permitted on or over the Facilities on the Property only with the prior written approval of the City of Rolling Meadows Director of Public Works. In the event Owner violates this Section of the Agreement, the Owner shall be obligated to refund the City for any reimbursements made by the City to the Owner under the Program and this Agreement, along with any costs incurred by the City in designing the Facilities for the Property.

Section 8. Maintenance of the Facilities. The Owner understands and agrees that the Owner is fully responsible for the continued maintenance of the Facilities on the Owner's Property in a first-rate manner in accordance with this Agreement and the Program. Maintenance includes, but is not limited to, ensuring that no landscape or grading improvements are made that alter the Facility grading and elevation plans, that no obstructions are placed on grade where the Facilities are located on the Property, and that Owner will maintain any underground infrastructure installed on the Property in a way that keeps it clear from infiltration with silt, mulch, landscaping material, or debris of any kind.

Section 9. Removal or Damage – Obligation to Repair and Repayment. The Owner understands and agrees that if the Facilities are removed or damaged, other than by an act of God, the Owner will be required to replace or repair the Facilities. If the Facilities are not replaced or repaired by the Owner as required by this Agreement, the Owner will reimburse the City, the amount of reimbursement paid to the Owner. If the amount so charged is not paid by the Owner within thirty (30) days following a demand in writing by the City for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the City shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

Section 10. Liability. The City shall have no liability for any defective work or other damage, injury or loss on account of any act or omission of any contractor in the performance of the work associated with the installation of the Facilities. The Owner must make any claim for such matters directly against the relevant contractor or contractor's insurance carrier.

Section 11. Indemnification and Hold Harmless. To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless, the City and its City Council members, officers, agents, all employees, volunteers and consultants ("Indemnified Parties") from and against any against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the City, its officials, employees and consultants,

Exhibit 2

arising in whole or in part, directly or indirectly from this Agreement or the implementation of the Program. Further, the Owner shall defend, indemnify, and hold harmless, the Indemnified Parties with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent that would render this provision void or unenforceable. Nothing contained in this indemnification shall be deemed to constitute a waiver by the City or any party indemnified of any immunity or privilege provided by law.

Section 12. Enforcement. The Owner recognizes and agrees that the City has a valid interest in ensuring that this Agreement is properly adhered to and therefore does hereby grant the City the right to enforce this Agreement by any proceeding at law or in equity against any person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover damages.

Section 13. Exercise of City Rights; Waiver. The City is not required to exercise the rights granted herein except as it shall determine to be in its best interest. Failure by the City to exercise any right herein granted shall not be construed as a waiver of that right or any other right. Nothing herein shall be deemed or construed to constitute a dedication of any real property to the City.

Section 14. No Dedication. Nothing in this Agreement shall be construed to constitute a dedication of any portion of the Facilities to, or an acceptance thereof by, the City.

Section 15. Recordation. This Agreement shall be recorded with the Cook County Clerk's Office and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement.

Section 16. Headings. The headings of the Sections herein are intended for reference only and are not intended to alter, amend or affect any of the terms or provisions of this Agreement.

Section 17. Severability. Invalidation of any one of these agreements, covenants and restrictions by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 18. Notice. Any notice to the Owner under this Agreement shall be given to the last name and address shown on the most recent real estate tax bill issued by the Cook County Treasurer. Any notice to the City under this Agreement shall be given to:

City of Rolling Meadows
Attention: City Manager
3600 Kirchoff Road
Rolling Meadows, IL 60008

or to such other address at which the principal administrative offices of the City are located from time to time.

Exhibit 2

Section 19. Written Amendment. This Agreement may be modified, amended, or annulled only by the written agreement of the Owner and the City.

Section 20. Breach. If the Owner fails to comply with all requirements of this Agreement or the Program, the City shall have no obligation to reimburse the Owner and the City shall be entitled to an immediate refund for any reimbursements made by the City to the Owner under the Program and this Agreement, along with any costs incurred by the City in designing the Facilities for the Property. In the event the City must enforce the terms of this Agreement, it shall be entitled to all compensable damages, attorneys' fees, and court costs.

Section 21. Entire Agreement. This Agreement shall be binding on the parties, their assigns and successors. This Agreement and the documents referenced in this Agreement constitute the entire agreement between the parties and supersede any previous negotiations. This Agreement shall not be modified except in writing signed by the parties.

Section 22. Plurals; Successors. The words "Owner" and "Owners" wherever herein occurring and used shall be to mean "Owners" in case more than one person or entity constitutes the owner of the Property subject to this Agreement, and all such persons and entities shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns.

Section 23. Governing Law. This Agreement shall be governed by the internal laws, but not the conflicts of laws rules, of the State of Illinois.

Section 24. Counterpart and Facsimile Signatures. This Agreement may be executed in counterparts and by facsimile signatures, each of which shall be deemed an original and all of which together shall constitute one document.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed by their duly authorized officials.

<p>CITY OF ROLLING MEADOWS COOK COUNTY, ILLINOIS, A MUNICIPAL CORPORATION;</p> <p>_____</p> <p>City Manager</p> <p>Date: _____, 20__.</p>	<p>OWNER:</p> <p>By: _____</p> <p>Date: _____, 20__.</p> <p>By: _____</p> <p>Date: _____, 20__.</p>
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Exhibit 2

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

My Commission expires: _____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

My Commission expires: _____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

My Commission expires: _____
Notary Public

Exhibit 2

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[insert legal description exactly as shown on the proof of ownership document]

Commonly known as: [insert street address]

Permanent Real Estate Index Number: [insert PIN]

Exhibit 2

EXHIBIT B

DESCRIPTION AND DEPICTION OF THE FACILITIES

[Insert description and depiction of the facilities]

EXHIBIT B