



# AGENDA

## REGULAR VILLAGE BOARD MEETING

February 23, 2021  
7:00 PM

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR LEANDRO NOGUEIRA, VILLAGE POINT CHURCH)

### 3. APPROVAL OF MINUTES OF FEBRUARY 9, 2021

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

### 5. ACCOUNTS PAYABLE WARRANT: FEBRUARY 23, 2021 \$ 972,495.50

### 6. CONSENT AGENDA

- a. Consideration to renew a professional service contract to Lauterbach & Amen, LLP of Naperville, IL to perform the Village's annual audit in an amount not to exceed \$36,700.

(This renewal extends the contract with Lauterbach & Amen, LLP to audit the financial statements for the fiscal year ending April 30, 2021.

(This fifth and final year of the contract represents a 1.8% increase from the previous year. (Lauterbach & Amen, LLP audits many municipalities with personnel specializing in governmental accounting. They have demonstrated their commitment by providing a high level of quality service with technically competent personnel.

(Their expertise is critical for the adoption of new accounting pronouncements issued by the Governmental Accounting Standards Board (GASB).

(Adequate funds are included in the proposed FY 2021-22 budget.

(The Library will retain the same auditor as the Village under a separate contract.

(The Director of Finance recommends approval.)

- b. Consideration to waive the formal bidding process and award a purchase contract to K-Tech Specialty Products of Ashley, IN for the purchase of 30,750 gallons of winter de-icing liquid "Beet Heet" in the amount of \$39,975.

(The Public Works Department has been utilizing a product called "Beet Heet" concentrate as its preferred winter de-icing liquid during the last several winter seasons.

(This winter season, the Public Works Department has begun a full anti-icing program,

which involves applying Beet Heet concentrate to roads prior to a winter event to make it more difficult for snow and ice to adhere to roads.

(This pre-treatment program should reduce the use of rock salt during winter maintenance operations.

(K-Tech is the sole source provider for the Beet Heet blend.

(Funds are available in the Public Works General Fund.

(The Director of Public Works recommends approval.)

- c. Consideration to award a contract with CC Cartage Inc. of Lake Zurich, IL for the Spoil Hauling Services contract in the amount of \$48,060 from the Water & Sewer Fund.

(On Thursday, February 11, 2021, the Village opened sealed bids for the Spoil Hauling Services contract.

(Three (3) contractors obtained bid packets, with one (1) contractor submitting a bid.

(This contract provides for the labor and equipment to complete the transportation and disposal of spoils generated during Public Works Department operations including water main repairs, sanitary point repairs, and more.

(The initial term of the contract is from March 1, 2021 through April 30, 2022,

(The contract includes the option for four (4) annual renewals in one (1) year increments beginning on May 1, 2022 through April 30, 2026.

(The lowest responsive and responsible bid was received from CC Cartage Inc. of Lake Zurich, IL. in the amount \$48,060.

(Funds for the contract have been allocated in the Public Works Water & Sewer Fund.

(The Director of Public Works recommends approval.)

- d. Consideration to award a contract to Sebert Landscaping of Elk Grove Village, IL for the Residential & Business Park - Turf and Landscape Bed Maintenance contract in the amount of \$283,292 from the Public Works General, Residential Enhancement, BLF, and Busse-Elmhurst TIF Funds.

(On Tuesday, February 9, 2021, the Village opened sealed bids for the Residential & Business Park – Turf and Landscape Bed Maintenance contract.

(Eight (8) contractors obtained bid packets, with three (3) contractors submitting a bid.

(The contract provides for turf mowing, landscape bed maintenance, fertilizing services, irrigation system maintenance and perennial planting at various sites throughout the Village's Residential area and Business Park including landscaped medians, bus shelters, all the Village Fire Stations, James Paul Petri Public Works Facility, Public Works Biesterfield Facility and Charles J. Zettek Municipal Complex.

(The initial term of the contract is from March 1, 2021 through February 28, 2022.

(The contract includes the option for four (4) annual renewals in one (1) year increments through February 28, 2026.

(The lowest responsive and responsible bid was received from Sebert Landscaping of Elk Grove Village, IL in the amount \$283,292.

(Funds for the contract have been allocated in the Public Works General, Residential Enhancement, BLF, and Busse-Elmhurst TIF Funds.

(The Director of Public Works recommends approval.)

- e. Consideration to concur with prior Village Board authorization to increase the Village's 2020/2021 Winter Season Bulk Rock Salt purchase order with Cargill Incorporated of

North Olmsted, OH, in the amount not to exceed \$68,335.20 for a total contract amount of \$219,111.20 from the General Fund.

(On October 27, 2020 the Village Board awarded a contract to Cargill Incorporated of North Olmsted, OH for the purchase of 3,200 tons of rock salt in the amount of \$150,776.

(The contract allowed for the Village to increase or decrease the Department's requested 3,200 tons of rock salt by 20 percent, or 640 tons.

(Due to the heavy wet winter to date, it is necessary to increase the purchase order with Cargill for the additional contractual allotted amount of 640 tons for a total of 3,840 tons.

The total amount of this increase is \$30,155.20.

(In addition to this existing contractual allotment, Cargill provided a quote for 400 tons of treated rock salt at \$95.45 per ton for a total of \$38,180.

(The purchase of this 400 tons of treated salt will help ensure the Village's supply of salt is sufficient for the remainder of the winter season.

(Appropriated funds for the project are available in the Public Works General Fund.

(The Director of Public Works recommends approval.)

- f. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for to rezone the property at 751 Pratt Blvd. from I-2 to I-1.

(Riverpoint Property Trust has petitioned the Village to resubdivide the properties at 2025 Tonne Ave, 625 and 751 Pratt Blvd. from three (3) lots to one (1) lot.

(Currently, the properties at 625 Pratt Blvd. and 2025 Tonne Ave. are zoned I-1, while the property at 751 Pratt is zoned I-2.

(In order to complete the consolidation of these lots, the Petitioner has requested to rezone the property at 751 Pratt Blvd. from I-2 to I-1.

(The purpose of the rezoning is to align the zoning of 751 Pratt Blvd. with the zoning of the other two parcels included in the consolidation.

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

- g. Consideration to adopt Resolution No. 15-21 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 1225 Arthur Avenue.

(The Law Offices of Liston and Tsantilis, on behalf of 1225 Arthur LLC (Applicant) is seeking a Cook County Class 6B property tax exemption for 1225 Arthur Avenue.

(The Applicant intends to purchase the subject property and rehabilitate the same for its related entity, Pocas International Corporation. The subject property consists of an estimated 24,000 square foot building and has been 100% vacant for the last 3 years.

(The Applicant, Pocas International Corporation, is a food and beverage manufacturing

and importing company based in New York that provides high quality, healthy food

products to distributors and wholesalers. Pocas International Corporations plans to transfer

52 employees to the subject location and hire 10 additional employees.

(The Applicant plans to spend approximately \$176,800 to rehabilitate and improve the subject property. These improvements are as follow: Upgrade the façade, update

landscaping, install 4 new dock seals, install exterior insulation finish system, paint identified exterior of the building, update signage, reconstruct the existing dock drive and apron per Village standards (as needed), install a new awning, resurface and seal coat and stripe the parking lot and drive as necessary, as well as various other renovations. (The eligibility requirements for 6B status are new construction and substantial renovation of buildings. This site qualifies as it involves reoccupation of a vacant building, a purchase for value 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 Director of Business Development & Marketing recommends approval.)

- h. Consideration to adopt Resolution No. 16-21 amending Resolution No. 10-21 appropriating funds in the amount of \$871,310 for the construction engineering local match and authorizing the Mayor to execute a Local Public Agency Agreement for Federal Participation between the Village of Elk Grove Village and the Illinois Department of Transportation.

(Resolution 10-21 was approved by the Village Board on February 9, 2021 with a heading that incorrectly listed the engineering phase and related cost of the project.

(This Resolution includes a corrected heading that accurately lists the Village's total obligated match of \$871,310. No other changes have been made to the resolution or the description of the project.

The Village has secured funding for the Brickvale Road over Willow Creek Culvert Replacement project through the Federal Highway Administration's STP Bridge Program in the amount of \$754,541, which is approximately 50% of the total project cost.

(Attached is a copy of the Joint Agreement for the Brickvale Road over Willow Creek Culvert Replacement project to be executed by and between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village.

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

(A resolution appropriating funds for the full construction engineering, the construction match and non-participating construction costs (\$871,310) must be adopted by the Village as a function of the execution of this Agreement.

(Hampton, Lenzini and Renwick, Inc. submitted a proposal to provide the necessary construction engineering services for this project.

(The Village will be responsible for the payment of construction engineering costs, of which 80% will be reimbursed by the State.

(Adequate funds are available in the Business Leaders Forum and Water & Sewer Funds. (The Director of Public Works recommends approval.)

## **7. REGULAR AGENDA**

**8. PLAN COMMISSION - Village Manager Rummel**

- a. Consideration of a petition submitted by Elevation Dance Center LLC for a Special Use Permit to operate a dance studio in an I-2 Industrial District for property located at 2500 Touhy Avenue. (A public hearing date is yet to be established.)

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

**10. YOUTH COMMITTEE - Trustee Franke**

**11. BUSINESS LEADERS FORUMS - Trustee Lissner**

**12. CABLE TELEVISION COMMITTEE - Trustee Lissner**

**13. HEALTH & COMMUNITY SERVICES - Trustee Czarnik**

**14. INFORMATION COMMITTEE - Trustee Lissner**

- a. Newsletter Redesign

**15. RECYCLING & WASTE COMMITTEE - Trustee Feichter**

**16. PARADE COMMITTEE - Trustee Czarnik**

**17. PERSONNEL COMMITTEE - Trustee Franke**

**18. JUDICIARY, PLANNING AND ZONING COMMITTEE - Trustee Prochno**

- a. Airbnb Short Term Rental
- b. Recreational Cannabis Sales
- c. Telecommunication Facilities

**19. CAPITAL IMPROVEMENTS COMMITTEE - Trustee Czarnik**

**20. AIRPORT UPDATE**

**21. MID-SUMMER CLASSICS CONCERT SERIES UPDATE - Mayor Johnson**

**22. SPECIAL EVENTS COMMITTEE - Mayor Johnson**

**23. LIQUOR COMMISSION - Mayor Johnson**

**24. REPORT FROM VILLAGE MANAGER**

**25. REPORT FROM VILLAGE CLERK**

**26. UNFINISHED BUSINESS**

- a. Village Attorney - Direct the Village Attorney to prepare the necessary documents for the Special Use Permit for the construction of a hotel in an I-2 Industrial Zoned District for property located at 2300 E. Higgins Road, Elk Grove Village.

**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.



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 1225 ARTHUR AVENUE, ELK GROVE VILLAGE, ILLINOIS**

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

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

**WHEREAS**, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 1225 Arthur Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-34-402-041-0000, 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 1225 Arthur Avenue, Elk Grove Village, Cook County, Illinois, and identified by Property Index Number 08-34-402-041-0000, declared eligible for Class 6B status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 1 IN WESTERBERG RESUBDIVISION OF LOT 316 IN CENTEX INDUSTRIAL PARK UNIT 192, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 226 IN CENTEX INDUSTRIAL PARK UNIT 157, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 34, AFORESAID, IN COOK COUNTY, ILLINOIS.

**Section 2:** That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-34-402-041-0000. Elk Grove Village is in receipt of an economic disclosure statement that is included with the application packet.

**Section 3:** That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution subject to the petitioner completing the following conditions within twelve months of closing:

- a. Upgrade the façade;
- b. Update landscaping;
- c. Install four new dock seals;
- d. Install exterior insulation finish system;
- e. Paint identified exterior of the building;
- f. Update signage;
- g. Reconstruct existing dock drive and apron per Elk Grove Village standards;
- h. Install a new awning;
- i. Resurface, seal coat and stripe the parking lot and drive as necessary;
- j. Various other renovations.

**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 \_\_\_\_\_ 2021.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.**

**APPROVED:**

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

**ATTEST:**

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



**Exhibit A**

LEGAL DESCRIPTION

LOT 1 IN WESTERBERG RESUBDIVISION OF LOT 316 IN CENTEX INDUSTRIAL PARK UNIT 192, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 226 IN CENTEX INDUSTRIAL PARK UNIT 157, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 34, AFORESAID, IN COOK COUNTY, ILLINOIS.

PIN 08-34-402-041-0000:

Common Address: 1225 Arthur Avenue, Elk Grove Village, Illinois 60007

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

**A RESOLUTION AMENDING RESOLUTION NO. 10-21 APPROPRIATING FUNDS IN THE AMOUNT OF \$871,310 FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING LOCAL MATCH AND AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

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**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 "Local Public Agency Agreement For Federal Participation," 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 authorized eight hundred seventy one thousand three hundred ten dollars (\$871,310) or as much may be needed to match federal funds in the completion of Section Number 15-00061-00-BR.

**Section 3:** That the Village Clerk of the Village of Elk Grove Village shall transmit five 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 \_\_\_\_\_ 2021.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.**

**APPROVED:**

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

**ATTEST:**

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**Loretta M. Murphy, Village Clerk**



# Local Public Agency Agreement for Federal Participation



## LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Elk Grove Village		DuPage	15-00061-00-BR
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP-BR Off		CMAP	03-15-0006

Construction on State Letting    Construction Local Letting    Day Labor    Local Administered Engineering    Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-007-16	B3N9(565)				

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 "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted 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, hereinafter referred to as "FHWA".

## LOCATION

Local Street/Road Name	Key Route	Length	From	To
Brickvale Drive	MUN 1210	0.16 miles	0.00	0.16
Location Termini				
At Tributary to Willow Creek				
Current Jurisdiction	Existing Structure Number(s)	Add Location		
LPA	SN 022-7470	Remove		

## PROJECT DESCRIPTION

Culvert replacement, water main replacement, and roadway resurfacing on Brickvale Drive.

## LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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 an addendum.

## METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

- METHOD A - Lump Sum** (80% of LPA Obligation \_\_\_\_\_ )  
 Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
- METHOD B - \_\_\_\_\_ Monthly Payments** of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
 Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based on final costs.
- METHOD C - LPA's Share Balance** \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.  
 Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

#### **THE LPA AGREES:**

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.
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.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. 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 contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted 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.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). 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**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.



- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
  19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
  20. 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.
  21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
  22. (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.
  23. (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, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice 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 on the engineering projects.
  24. (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.
  25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date 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.
  26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 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. The CFDA number for all highway planning and construction activities is 20.205.
  27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
  28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

#### **THE STATE AGREES:**

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.
2. (State Contracts) 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.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction 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**.

**IT IS MUTUALLY AGREED:**

1. 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 Buy America provisions.
2. 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.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. 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. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

**ADDENDA**

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

	1.	Location Map
	2.	Division of Cost
-	3.	LPA Appropriation Resolution

Add Row

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Craig B. 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

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

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By:

Director of Planning & Programming

Date

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Director of Planning & Programming

Date

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Philip C. Kaufmann, Chief Counsel

Date

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Joanne Woodworth, Acting Chief Fiscal Officer

Date

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**NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.**



**ADDENDA NUMBER 2**

Local Public Agency Village of Elk Grove Village	County DuPage	Section Number 15-00061-00-BR
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Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-007-16	B3N9(565)				

**DIVISION OF COST**

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Participating Construction	STP-Br	\$618,865.00	*					\$154,717.00	BAL	\$773,582.00
- Non-Participating Construction								\$546,998.00	100%	\$546,998.00
- Construction Engineering	STP-Br	\$135,676.00	*					\$33,919.00	BAL	\$169,595.00
-										
-										
-										
-										
-										
-										
-										
<b>Total</b>		\$754,541.00		<b>Total</b>			<b>Total</b>			\$1,490,175.00

Add

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:  
 Maximum FHWA (STP BR-Off) participation 80% not to exceed \$756,275.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

