



AGENDA
REGULAR VILLAGE BOARD MEETING
NOVEMBER 16, 2021
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES OF OCTOBER 26, 2021

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: OCTOBER 31, 2021 \$ 4,729,183.27
NOVEMBER 16, 2021 \$ 1,453,238.21

6. CONSENT AGENDA

- a. Consideration to authorize payment of \$2,000 in membership dues to the Illinois Municipal League for Fiscal Year 2021-2022.

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

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

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

- b. Consideration to renew a professional service contract to Clean Harbors Environmental Services, Inc. of Dolton, IL for staffing, transportation and safe disposal services for latex and oil-based paint at the Village's 2022 Paint and Motor Oil Collection event in an amount not to exceed \$43,035 from the General Fund.

(On May 11, 2021, the Village Board awarded a contract with Clean Harbors Environmental Services, Inc. for staffing, transportation, and safe disposal services for latex and oil-based paint at the Village's annual Paint and Motor Oil Collection event.

(The contract provided for an option of four (4) additional renewals to provide services for

this annual event through 2025.

(Clean Harbors Environmental Services, Inc. performed satisfactorily at the Village's 2021 Paint and Motor Oil Collection event.

(There is no increase in rates from the previous year.(The total contract cost will depend upon the volume of materials and has been estimated based on previous collection events.(The Village's 2022 Paint and Motor Oil Collection event will take place on Saturday, May 7, 2022.

(The Assistant Village Manager recommends approval.)

- c. Consideration to increase the construction contract with Builders Paving, LLC of Hillside, IL for the 2021 MFT Hot Mix Asphalt Resurfacing Contract in the amount of \$62,704.42 for a total contract amount of \$1,397,704.42.

(The Village awarded a construction contract to Builders Paving, LLC of Hinsdale, IL on April 27, 2021, for the 2021 MFT Hot-Mix Asphalt Resurfacing Contract.

(Village staff came across pavement conditions that required additional full-depth patching to ensure the street would get the full benefit from the resurfacing.

(In addition, Village staff identified extra curb and sidewalk removal and replacement to eliminate existing drainage issues and hazards along streets included in this year's MFT resurfacing project.

(The additional work increased the project costs by 4.7% over the original contract amount of \$1,335,000, in the amount of \$62,704.42.

(The Director of Public Works recommends approval.)

- d. Consideration to award a professional service contract to Aquify - an Exelon Company of Chicago, IL, for continuous water main leak detection monitoring and analytic data services to early detect water leaks in our distribution system for the amount of \$90,461 from the Water & Sewer Fund.

(A proposal was solicited for a professional service contract to Aquify - an Exelon Company of Chicago, IL, for continuous water main leak detection monitoring and analytic data services to early detect water leaks in our distribution system.

(This service will provide a turn-key monitoring and analytic service that will make data-driven decisions in order to find small water leaks in our system before they become larger and more costly.

(The Director of Public Works recommends approval.)

- e. Consideration to award a purchase contract through the Illinois Department of Central Management Services to Compass Minerals America Inc., of Overland, KS for the delivery of up to 3,840 tons of bulk rock salt in the amount of \$227,020.80.

(The Village Board on May 11, 2021, approved a requisition through the Illinois Department of Central Management Services (CMS) Joint Purchasing Program to renew the prior year's contract with Cargill Incorporated and procure 3,200 tons of bulk rock salt with the option to increase or decreases the order by 20 percent, or 640 tons, if necessary. (On July 29, 2021, the Public Works Department was notified by Illinois CMS that they would not be executing any renewals for road salt for the 2021/2022 winter cycle due to the contractor being unable to fill the order. CMS went out for new bids at the originally

requested quantities in the renewal request.

(The Village recently received notification of the new bid prices for our requisition proposed by Compass Minerals America Inc., of Overland, KS at a unit price of \$60.37 per ton for the 1,200 tons being delivered to 1635 Biesterfield Road and \$58.37 per ton for the 2,000 tons being delivered to 450 E. Devon Avenue.

(Adequate funds are available in the General Fund to purchase up to 3,840 tons of bulk rock salt through the CMS contract with Compass Minerals America Inc.

(The Director of Public Works recommends approval.)

- f. Consideration to increase the Motor Fuel Tax budget by \$350,024 to provide funding for Resolution 29-21, approved on May 25, 2021, which authorizes the Biesterfield Road/Wise Road Resurfacing project.

(On May 25, 2021, the Village Board approved Resolution 29-21 (Item K on the 5/25/21 Board Agenda), authorizing the appropriation of Motor Fuel Tax funds from the REBUILD Illinois Bond allotment in the amount of \$350,024 for the Biesterfield Road/Wise Road Resurfacing project.

(In addition to the previously approved allotment in the amount of \$350,024 for the Biesterfield Road/Wise Road Resurfacing project, an increase to the Motor Fuel budget in the amount of \$350,024 is required.

(The increase in the Motor Fuel Tax Fund budget is necessary to cover costs associated with the expense in the FY2022 Motor Fuel Tax Fund budget.

(The Director of Public Works recommends approval.)

- g. Consideration to award a professional service contract to Entertainment Management Group of Elk Grove Village, IL to manage and operate the 2022 Mid-Summer Classics Concert Series in an amount not to exceed \$375,000, of which \$50,000 will be reimbursed back to the Village by the Elk Grove Park District.

(As in years past, the Elk Grove Park District will be co-sponsoring the event, "Unity Within The Community," and sharing in the overall contract expenses with the Village. As such, the Park District will be reimbursing the Village \$50,000.

(The concert series is funded by the 1% Hotel/Motel Tax, Video Gaming revenue, Tobacco License fees, a \$50,000 donation by the Elk Grove Park District, and sponsorship donations.

(The 12th annual Mid-Summer Classics Concert Series will be held during the month of July, with concerts taking place on Monday, July 4, Tuesday, July 12, Thursday, July 21, and Tuesday, July 26.)

- h. Consideration to concur with the 2021 combined Village and Library property tax levy determination in the amount of \$34,115,620 less the proposed abatement of \$6,355,995 for a net levy of \$27,759,625.

(After 14 years of holding the line on property taxes, the Village has included \$2,000,000 as a source of funding for future infrastructure needs addressing a new roadway management program and drainage/sidewalk program as agreed upon during Spring 2021 meetings of the Committee of the Whole.

(The impact on a \$300,000 home is projected to be \$67.

(The Library request is up \$85,982 or 1.41% from last year.

(The Director of Finance recommends approval.)

- i. Consideration to approve the first quarter financial report ending July 31, 2021.

(As part of the new financial software system, staff has created quarterly financial reports comparing year to date numbers to the prior year.

(The Director of Finance recommends approval.)

- j. Consideration to adopt Resolution No. 59-21 authorizing the Mayor to execute an Intergovernmental Agreement with the Illinois Department of Transportation and the Village of Elk Grove Village for State of Illinois maintained traffic signals on State of Illinois highways within the corporate limits of Elk Grove Village.

(Attached is a copy of the Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village for State of Illinois (State) maintained traffic signals on State highways within the corporate limits of Elk Grove Village.

(The existing Master Agreement between the Village of Elk Grove Village and the Illinois Department of Transportation will expire in 2021.

(This agreement covers the maintenance responsibilities and cost share for all twenty-six (26) signalized intersections along State highways located within or near the Village of Elk Grove Village.

(The Director of Public Works recommends approval.)

- k. Consideration to adopt Resolution No. 60-21 authorizing the Mayor to execute an Intergovernmental Agreement with Illinois State Highway Authority (Illinois Tollway) and the Village of Elk Grove Village for the installation of aesthetic improvements to the west side of the retaining wall facing Elmhurst Road as part of the work to be performed under the Illinois Tollway Contract I-18-4704, I-490 Advance Earthwork, Drainage and Retaining Wall Construction as part of the 490/Pratt/Elmhurst Interchange Project.

(Attached is a copy of the Intergovernmental Agreement for the installation of aesthetic improvements to the west side of the retaining wall facing Elmhurst Road at Pratt Boulevard to be executed by and between the Illinois State Highway Authority (Illinois Tollway) and the Village of Elk Grove Village.

(The Agreement provides funding for the installation of the special formliner and the construction engineering as part of the Illinois Tollway Contract I-18-4704, I-490 Advance Earthwork, Drainage and Retaining Wall Construction project.

(The Director of Public Works recommends approval.)

- l. Consideration to adopt Resolution No. 61-21 authorizing the Mayor and Village Clerk to execute an Intergovernmental Agreement between the Village of Elk Grove Village, Village of Mount Prospect, The City of Des Plaines, and the Elk Grove Rural Fire Protection District for the coordination, planning, funding and provision of Fire Protection and Emergency Medical Services to certain unincorporated areas in Cook County.

(The Elk Grove Rural Fire Protection District provides services to unincorporated areas adjacent to Elk Grove Village, Mount Prospect and Des Plaines.

(The parties recognize the essential nature of the fire protection and emergency medical services provided by the District to the geographically disparate service areas.

(The parties desire to enter into this Agreement in order to set forth their individual and mutual obligations regarding the coordination, funding, and provision of the Fire and EMS Services to the Service Areas.

(The governing bodies of each of the Municipal Parties have determined that it is in the best interest of their respective constituents to enter into this Agreement.)

- m. Consideration to adopt Resolution No. 62-21 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 850 Lee Street.

(The Law Offices of Sarnoff and Baccash, on behalf of their client Midwest Central Real Estate (Applicant), is seeking a Cook County Class 6B property tax exemption for property located at 850 Lee Street.

(The Applicant intends to buy the vacant 8,732 square foot building.

(The Applicant intends to rehabilitate the building to use for its growing business called Financial Merchant Solutions Corporation. The company is currently located in Rosemont, Illinois. Financial Merchant Solutions is a wholesaler and distributor of IT hardware for the banking, restaurant, and data center markets. They also have a proprietary point of sale code that they sell to service and retail businesses.

(The Applicant intends to spend approximately \$170,000 on renovating the building. This includes: façade, landscaping, and sign updates, repairing and improving the parking lot and driveway apron per Village code, demolishing the metal shed in the rear, removing asphalt on the east side and replacing it with grass, removing bushes in the parkway and replacing it with grass, and interior remodeling.

(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 a purchase for value with a vacancy greater than two years.

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

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

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

7. REGULAR AGENDA

- a. Consideration to approve the installation of a temporary banner for Dollar Tree at 1000 Elk Grove Town Center.

(Section 7B-5-8 of the Elk Grove Village Zoning Ordinance requires all applications for sign permits in the B-5 Town Center Shopping District be reviewed and approved by the Mayor and Board of Trustees.

(Dollar Tree submitted a temporary banner sign to advertise their grand opening.

(The temporary sign will be displayed for a period not to exceed thirty (30) days.

(The Director of Community Development recommends approval.)

8. PLAN COMMISSION - Village Manager Rummel

- a. PC Docket 21-7 - Consideration of petitions submitted by Prime Data Centers to rezone the properties from B-2 Business District (General) and B-3 Business District (Automotive) to I-1 Restricted Industrial District from the Village Zoning Ordinance. (1700 Oakton, 1600 Oakton, 1500 E. Higgins, and 1550 E. Higgins.) (PH 11-29-2021)
- b. Consideration of a petition submitted by 776 Oak Lawn Ave., LLC for a Special Use Permit to operate an automobile repair garage at 85 Kelly Street. (A Public Hearing date is yet to be established.)
- c. Consideration of a petition submitted by Riverpoint Property Trust, LLC for Rezoning from I-2 to I-1 for property located at 751 Pratt Blvd. (A Public Hearing date is yet to be established.)

9. ZONING BOARD OF APPEALS - Village Manager Rummel

- a. ZBA Docket 21-6 - Consideration of a petition submitted by Kyle and Laila Bashia seeking a fence variation as it pertains to permitted locations of fences in residential zoning districts for property located at 655 New Mexico Trail. (PH 12-15-2021)

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

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. Final adoption of an Ordinance approving the Midway Court Tax Increment Financing Redevelopment Plan and Project. (First Reading at the June 30, 2021 Village Board Meeting)
- b. Final adoption of an Ordinance designating the Village of Elk Grove Village Midway Court TIF Redevelopment Project Area, in connection with the approval of the Midway Court Plan and Project. (First Reading at the June 30, 2021 Village Board Meeting)
- c. Final adoption of an Ordinance adopting Tax Increment Financing for the Village of Elk Grove Village, Cook County, Illinois, in connection with the Designation of the Midway Court Redevelopment Project Area and Adoption of the Midway Court Redevelopment Plan and Project. (First Reading at the June 30, 2021 Village Board Meeting)

27. NEW BUSINESS

- a. Elected Official Recognition and Staffing

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 AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF ELK GROVE VILLAGE FOR STATE OF ILLINOIS MAINTAINED TRAFFIC SIGNALS ON STATE OF ILLINOIS HIGHWAYS WITHIN THE CORPORATE LIMITS OF ELK GROVE VILLAGE

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

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

“INTERGOVERNMENTAL AGREEMENT”

BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF ELK GROVE VILLAGE

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the Village of Elk Grove Village ("GOVERNMENTAL BODY") and the Department of Transportation ("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) and in accordance with The DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.
2. In furtherance of said interests of, the entities agree:
 - a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
 - b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements
 - c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
 - d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems or Advanced Traffic Management System and interconnects with at-grade railroad crossings, at DEPARTMENT maintained locations. The DEPARTMENT shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The GOVERNMENTAL BODY shall submit to the DEPARTMENT any changes proposed in signal timings.
 - e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
 - f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or

State routes. The GOVERNMENTAL BODY may connect traffic signals to a State-owned master controller or Advanced Traffic Management System for the coordination or operation of non-State-owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

- g. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT'S proportionate share of the energy charges.
- h. **Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

- i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.
- j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

- k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.
- l. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
- m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government, however, other DEPARTMENT policies and practices require cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance costs of the interconnect system and related equipment as well as engineering costs for any approved coordination and timing studies shall be shared within the interconnect system, unless otherwise agreed to in a permit or by other agreement.
- n. **Jurisdictionally Transferred.** The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signal and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).
- o. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.
 - i. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.
 - ii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task.
 - iii. THE DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

- iv. The cost for contracted work will be the actual cost for the contractor. In District One, maintenance costs are based on the District's Electrical Maintenance Contract's (EMC) related bid cost and may vary from contract to contract. The length of District One's EMC is generally 2 to 3 years.

3. Notice under this agreement shall be as follows:

For The DEPARTMENT:

Lisa E. Heaven-Baum, Bureau Chief Traffic Ops

Name and Title

847-705-4140

Phone number

Lisa.Heaven-Baum@illinois.gov

Email Address

201 W. Center Court

Schaumburg, IL 60196

Address

For the GOVERNMENTAL BODY:

Name and Title

Phone Number

Email Address

Address

- 4. **Effective Date.** This Agreement shall be effective from July 1, 2021 through June 30, 2031 and may be terminated prior to that date, by either party, upon 30 days written notice.

FOR THE GOVERNMENTAL BODY:

Signature and Job Title of Authorized Representative

Type or Print Name of Authorized Representative

Date

FOR THE DEPARTMENT:

Jose Rios, Regional Engineer, Division of Highways

Yangsu A. Kim, Chief Counsel

Date

(Approved as to form)

By: _____

Director, Division of Highways, Chief Engineer

Joanne Woodworth, Acting Chief Fiscal Officer

Date

Date: _____

By: _____

By: _____

Omer Osman, Secretary of Transportation

Date

By: _____

EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Elk Grove Village in Cook County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

As of 5/12/21

LOCATION	TS#	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
Arlington Hts Rd at Northwest Pt Blvd	TS11320	66 2/3	33 1/3			100		STATE
Arlington Hts Rd at Bennet Rd	TS22235	66 2/3	33 1/3			100		STATE
Bieberfield Rd at Biesner Rd	TS21890		100			100		STATE
Elmhurst Rd at Greenleaf Av	TS21145	50	50			100		STATE
Elmhurst Rd at Pratt Blvd	TS21150	66 2/3	33 1/3			100		STATE
Elmhurst Rd at Devon Av	TS5080	100				100		STATE
Elmhurst Rd at Landmeier	TS3318	66 2/3	33 1/3			100		STATE
I-290 at IL 53 (Bieberfield) E Ramp	TS20610	100			100			STATE
I-290 at IL 53 (Bieberfield) W Ramp	TS20605	100			100			STATE
IL 53 (Rohlwing) at IL 53 (Bieberfield)	TS13150	75	25			100		STATE
IL 53 (Rohlwing) at Devon Av	TS5715	100			100			STATE
IL 53 (Rohlwing) at Nerge Rd	TS13145	75	25		75	25		STATE
IL 72 (Higgins) at IL 72 (Oakton) West	TS3240	100			100			STATE
IL 72 (Higgins) at IL 72/83 (Oakton) E	TS3275	66 2/3	33 1/3		66 2/3	33 1/3		STATE
IL 72 (Higgins) at IL 83 (Busse)	TS11310	100			100			STATE
IL 72 (Higgins) at Arlington Hts Rd	TS3285	100				100		STATE
IL 72 (Higgins) at Elmhurst Rd	TS3315	*100				100		STATE
IL 72 (Higgins) at King St/Stanley	TS3335	75	25			100		STATE
IL 72 (Higgins) at Landmeier Rd	TS3215	*100				100		STATE
IL 72 (Higgins) at Lively Blvd	TS13140	50	50		50	50		STATE
IL 83 (Busse) at Devon Av	TS3410	*100			25	75		STATE
IL 83 (Busse) at Greenleaf Av	TS3425	*100				100		STATE
IL 83 (Busse) at Howard St	TS12125	50	50			100		STATE
IL 83 (Busse) at Landmeier Rd	TS3460	100			100			STATE
IL 83 (Busse) at Mark St	(D)TS610			100 Centerpoint Prop.			100 Centerpoint Prop.	STATE
IL 83 (Busse) at Pratt Blvd	TS3490	*100				100		STATE

*ADT = Avg. Daily Traffic (>35,000+)

EXHIBIT B
SHORT FORM
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction and the district special provisions.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole lighting arm, luminaire and lighting cable and all signal cable shall be considered part of the traffic signal system and are the responsibility of the DEPARTMENT.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All costs of repairing or replacing damaged or missing non-standard IDOT highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the GOVERNMENTAL BODY of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS

Repair or replace any and all standard DEPARTMENT equipment damaged by any cause whatsoever. Equipment owned by a third party, such as EVP, lighted street name signs, TSP, and the like are the responsibility of others.

7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if the indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

C. WEEKLY

1. MASTER CONTROLLER or ADVANCE TRAFFIC MANAGEMENT SYSTEMS

At locations that are a part of a closed loop signal or advance traffic management systems maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. BI-MONTHLY (Every 2 months)

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

2. OBSERVE SIGNALS

Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. CONTROLLER CHECK

When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

6. FUSE AND BREAKER CHECKS

Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

7. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist including trimming trees, bushes or any other form of vegetation blocking said lines of sight.

E. GENERAL

1. ANNUAL HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis.

2. ANNUAL CONFLICT MONITOR AND MMU TEST

Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations.

3. PAVEMENT MARKINGS

In District 1, the GOVERNMENTAL BODY shall inspect stop bars, symbols, special pavement treatments and crosswalks and replace as necessary to insure proper motorist and pedestrian guidance;

Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

4. The GOVERNMENTAL BODY shall also be responsible for maintenance of the installed street name signs on approaches to a State highway from a local road. Because of the value of street name signs to motorists, the GOVERNMENTAL BODY shall provide such signs at all named State highway intersections.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND THE VILLAGE OF ELK GROVE VILLAGE (ELK SHAPED FORMLINER)

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

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

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

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

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

This INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, ("ILLINOIS TOLLWAY") and the VILLAGE OF ELK GROVE VILLAGE, a municipal corporation of the State of Illinois, ("VILLAGE"), individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY intends to construct the I-490 Toll Highway connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) along the west side of O'Hare International Airport ("O'Hare Airport") as part of the ILLINOIS TOLLWAY's Elgin O'Hare Western Access ("EOWA") project. The EOWA project improvements are contemplated in, but not limited to, Construction Contract #I-18-4704, I-490 Advance Earthwork, Drainage and Retaining Wall Construction from Devon Avenue to South of Touhy Avenue, located along the proposed I-490 corridor between Mile Post 4.3 and Mile Post 5.6 and includes the following improvements: site clearing, earthwork, grading and stockpile construction, haul road construction, protection of aviation operation equipment and utilities, erosion and sediment control measures and landscaping, drainage, construction of box culverts, construction of retaining walls, temporary traffic signal maintenance, Intelligent Transportation System ("ITS") infrastructure, maintenance of traffic and all other work necessary to complete the contract in accordance with the approved plans and specifications("PROJECT");

WHEREAS, the full build-out of the EOWA project, as defined in the *Tier Two Final Environmental Impact Statement* ("FEIS"), included a half diamond interchange at I-490 and Elmhurst Road with ramp connections at Devon Avenue and Pratt Boulevard. Subsequent design advancement revised this local interchange access to consolidate the ramp access to one intersection at Elmhurst Road/Pratt Boulevard with a northbound entrance ramp to I-490 and a southbound exit ramp from I-490 ("FUTURE INTERCHANGE");

WHEREAS, as contemplated in the FEIS, the EOWA project as funded under the ILLINOIS TOLLWAY's current capital plan *Move Illinois: The Illinois Tollway Driving the Future* does not include construction of the FUTURE INTERCHANGE;

WHEREAS, the EOWA project includes provisions necessary to accommodate construction of the FUTURE INTERCHANGE;

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT a special elk shaped formliner on the west side of Retaining Wall R-567 and on the west side of Retaining Wall R-565 as shown on Exhibit A (“VILLAGE IMPROVEMENTS”);

WHEREAS, the ILLINOIS TOLLWAY agrees to include the VILLAGE IMPROVEMENTS in the PROJECT;

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this AGREEMENT, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed;

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, is authorized to enter into this AGREEMENT;

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The ILLINOIS TOLLWAY agrees to coordinate separately with the VILLAGE on the FUTURE INTERCHANGE and the PARTIES understand that its implementation is subject to the ILLINOIS TOLLWAY’s *Interchange and Roadway Cost Sharing Policy* and subject to funding availability and project readiness.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES that there will be no exchange of any property interests pursuant to this AGREEMENT.

III. UTILITIES

- A. In the event that work proposed by the VILLAGE in connection with the PROJECT results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, (inclusive of third-party fibers and/or ducts), the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- B. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all associated costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY is responsible for advertising and receiving bids, awarding the contract(s), providing construction engineering inspections for and causing the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE IMPROVEMENTS or infrastructure shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to

the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.

- C. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work involving the VILLAGE IMPROVEMENTS included in the PROJECT. The VILLAGE shall assign personnel to perform such inspections on behalf of the VILLAGE of all work included in the PROJECT as requested by the VILLAGE and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VIII of this AGREEMENT.
- E. Upon completion of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, the ILLINOIS TOLLWAY shall give notice to the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the VILLAGE. The ILLINOIS TOLLWAY's representative may, in its sole discretion, join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after entering into Contract(s) in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES that construction engineering costs shall be computed as 10% of actual final construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the VILLAGE IMPROVEMENTS is \$35,537.74 for construction costs and \$3,553.77 (10% of construction costs) for construction engineering, for a total cost of \$39,091.51.
- D. The VILLAGE agrees that upon completion of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, but not prior to May 1, 2022, the VILLAGE will pay to the ILLINOIS TOLLWAY in a lump sum an amount equal to 100% of its obligation incurred under this AGREEMENT based on actual final construction costs.
- E. Either the VILLAGE or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT, or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. With respect to this AGREEMENT, the term "local" means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VI, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section V. Maintenance includes but is not limited to:

1. "Routine maintenance" refers to the day-to-day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to the other another concerning a matter covered by this AGREEMENT; for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this

AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-490 in its entirety, including Retaining Wall R-565 and R-567, drainage, and all other work constructed as part of the PROJECT.
- B. The VILLAGE agrees to be responsible for the cost differential that the ILLINOIS TOLLWAY incurs for maintaining the special elk shaped formliner on the west side of Retaining Wall R-567 and on the west side of Retaining Wall R-565, subject to VILLAGE review and approval prior to expenditure, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

VIII. GENERAL PROVISIONS

- A. The PARTIES understand and agree that this AGREEMENT constitutes the complete and exclusive statement of the PARTIES' agreement relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- B. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

- C. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- D. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer of VILLAGE shall meet to resolve the issue. In the event they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- E. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, signatures transmitted via facsimile, or electronic signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- F. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6009201 and it is doing business as a governmental entity, whose mailing address is 901 Wellington Avenue, Elk Grove Village, Illinois 60007.
- G. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES.
- H. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years after to the date this AGREEMENT is executed.
- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- J. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights or remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF ELK GROVE VILLAGE

By: _____
Craig B. Johnson
Mayor

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
José R. Alvarez
Executive Director

Date: _____

Approved as to Form and Constitutionality

Lisa M. Conforti, Assistant Attorney General

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE, VILLAGE OF MOUNT PROSPECT, THE CITY OF DES PLAINES AND THE ELK GROVE RURAL FIRE PROTECTION DISTRICT FOR THE COORDINATION, PLANNING, FUNDING AND PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO CERTAIN UNINCORPORATED AREAS IN COOK COUNTY

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:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE VILLAGE OF MOUNT PROSPECT, THE VILLAGE OF ELK GROVE VILLAGE, THE CITY OF DES PLAINES AND THE ELK GROVE RURAL FIRE PROTECTION DISTRICT
FOR THE COORDINATION, PLANNING, FUNDING AND PROVISION OF
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES
TO CERTAIN UNINCORPORATED AREAS IN COOK COUNTY**

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT, THE VILLAGE OF ELK GROVE VILLAGE, THE CITY OF DES PLAINES AND THE ELK GROVE RURAL FIRE PROTECTION DISTRICT FOR THE COORDINATION, PLANNING, FUNDING AND PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO CERTAIN UNINCORPORATED AREAS IN COOK COUNTY

THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”) is made and entered into this ____ day of _____, 2021 (“*Effective Date*”), by, between and among the Village of Mount Prospect (“*Mount Prospect*”), the Village of Elk Grove Village (“*Elk Grove Village*”), the City of Des Plaines (“*Des Plaines*”) and the Elk Grove Rural Fire Protection District (“*District*”) collectively referred to herein as the “*Parties*.”

RECITALS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, provides that in furtherance of the exercise of their powers, units of local government may contract among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes public agencies in Illinois to exercise jointly with any other public agency any power or powers, privileges, functions or authority which may be exercised by a public agency individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the District currently provides fire protection and emergency medical services to those unincorporated parcels located within its jurisdiction (“*Service Areas*”); and

WHEREAS, Mount Prospect, Elk Grove Village, Des Plaines, and the District are units of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois and they all are public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, Mount Prospect, Elk Grove Village, and Des Plaines (collectively, the “*Municipalities*” and each a “*Municipality*”) are home rule municipal corporations pursuant to Section 6 of Article VII of Constitution of the State of Illinois; and

WHEREAS, the Parties recognize the essential nature of the fire protection and emergency medical services provided by the District to the geographically disparate Service Areas; and

WHEREAS, the Parties acknowledge that the District is operating at a structural financial deficit and will not be able to maintain sufficient funding to continue providing fire protection and emergency medical services to its Service Areas in the near future; and

WHEREAS, the Parties believe it is reasonable and in the best interest of all concerned that the Municipalities assume the responsibility to provide fire response, emergency medical services, rescue services, incident management and mitigation, and fire Community Risk Reduction activities (collectively, the "**Fire and EMS Services**") to the Service Areas as soon as the Municipalities are able to establish one or more municipal special service areas ("**SSAs**") over the District's Service Areas for the purpose of establishing a consistent and sustainable funding source; and

WHEREAS, the Parties recognize the ongoing provision of the Fire and EMS Services to the Service Areas requires that the Municipalities coordinate and cooperate to create the SSAs; and

WHEREAS, the Municipalities seek to use their home rule and intergovernmental cooperation authority to (i) provide the Fire and EMS Services to the Service Areas on an extraterritorial basis; and (ii) levy and redistribute revenues from the SSAs to equitably share the benefits and burdens of this joint endeavor; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth their individual and mutual obligations regarding the coordination, funding, and provision of the Fire and EMS Services to the Service Areas; and

WHEREAS, the governing bodies of each of the Parties have determined that it is in the best interests of their respective constituents to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, the Parties agree as follows:

1. **Incorporation of Recitals**. The Recitals as set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Creation of Special Service Areas**. Immediately after the Effective Date, Elk Grove Village and Mount Prospect will enact legislation and take all other measures necessary to create three Special Service Areas in accordance with the Special Service Area Law (35 ILCS 200/27-5 *et seq.*) over the contiguous territory within the Service Areas depicted on the map attached as **Exhibit A** ("**SSA Eligible Parcels**"). It is the intent of the Parties that the SSAs created pursuant to this Agreement will encompass the largest portion of the Service Areas possible while maintaining sufficient contiguity to comply with the Special Service Area Law. Elk Grove Village and Mount Prospect may accomplish this either by (a) the creation of one unitary SSA by either Municipality, if there is sufficient geographical contiguity between the SSA Eligible Parcels and one Municipality; or (b) the creation of individual SSAs by Elk Grove Village

and Mount Prospect with boundaries corresponding to those portions of the Service Areas contiguous to each Municipality and each other. Des Plaines will not be required to create or maintain any of the proposed SSAs. To the extent parcels within the District are not initially included in the SSAs, any such omitted parcels will be subsequently added to the Service Areas and included within one of the SSAs in a timely manner or otherwise served by one of the Municipalities as soon as contiguity is achieved.

3. Provision of Fire and EMS Services.

- a. Commencement of Fire and EMS Services by the Municipalities. No later than 30 days after the establishment of the SSAs, or a date otherwise mutually agreed upon by the Parties ("**Service Commencement Date**"), each Municipality will assume the primary responsibility to provide the Fire and EMS Services to the portions of the Service Areas that are assigned to it as depicted on the map attached to this Agreement as **Exhibit B**. The Parties agree and commit to work together to ensure a smooth transition of service to the District's properties.
- b. Apportionment of Primary Service Responsibility. The apportionment of the Services Areas between the Municipalities depicted in **Exhibit B** is based on a preliminary assessment of call volume, traffic patterns, and response capabilities, including equipment availability and staffing. This apportionment will be adjusted as needed by agreement of the Municipalities to ensure the highest possible level of service to each Municipality's Service Area. The District, until it is dissolved, shall be provided notice of any proposed changes to the assigned coverage areas for the respective sections of the Service Areas.
- c. Level of Service; Response Times. The Municipalities shall provide at least the same level and quality of Fire and EMS Services to the Service Areas as they provide to their own residents. The Municipalities shall adopt all appropriate and necessary rules, regulations, and procedures to ensure prompt response times to the Service Areas that are reasonably consistent with the emergency response times provided to incorporated areas of the Municipalities. The Parties will be obligated to work in good faith to remedy any identified consistent response time deficiencies, including, if necessary or appropriate, reapportioning primary service responsibilities for the Service Areas amongst the Municipalities.

- d. Discontinuation of District Service and Tax Levy. The District will discontinue, and cause its contract service provider American Fire Service (“**Contract Provider**”) to discontinue the provision of the Fire and EMS Services to the Service Areas immediately upon the Service Commencement Date. The District, after the Service Commencement Date, shall cease to levy a property tax over its territory unless the SSAs have not yet been approved or established. In the event a 2021 tax by the District is necessary, the District shall levy the maximum allowable amount by law, subject to approval by the municipalities.
- e. Mutual Aid Support. In order to provide the Fire and EMS Services to the Services Areas, the Municipalities will provide necessary mutual aid support to each other in accordance with established mutual aid agreements and procedures. Each Municipality will bear all dispatch costs arising from calls for fire protection or emergency medical services originating from their respective Service Areas.

4. Funding the Fire and EMS Services.

The Parties intend that the Fire and EMS Services be funded by annual special service tax levies in an amount sufficient to substantially compensate and reimburse the Municipalities’ expenses incurred in providing the Fire and EMS Services to the Service Areas (“**Annual Funding**”). The amount of the Annual Funding shall provide for allowable annual increases or decreases as provided herein. The Annual Funding is further described as follows:

- a. Initial Annual Funding. The Annual Funding amount for the first year after the Service Commencement Date shall be set at \$1,000,000. The amount is set assuming that the Fire and EMS services will commence on January 1, 2022. If the Fire and EMS services begin later than January 1, 2022, in such case, the amount of annual funding of \$1.0 million for the year 1 shall be reduced proportionately based on the actual commencement date.
- b. Multiple SSAs. If the Municipalities determine it is necessary to establish multiple SSAs to levy the Annual Funding, the following requirements will apply:
 - i. The proportional amount of the Annual Funding to be levied by each SSA as shown in the Exhibit A shall be as follows: SSA 1 37%; SSA 2 36%; and SSA 3 27%. This pro rata share of each SSA shall remain the same for the entire term of this Agreement, regardless of annexations.

- ii. Elk Grove Village and Mount Prospect will use its best efforts to create an SSA that correspond to the Service Areas as depicted in Exhibit B, excluding any non-contiguous parcels ineligible for inclusion in the SSA. The District shall use its best efforts to support the creation of the SSAs and direct its Contract Provider to do the same.
 - iii. Mount Prospect will act as administrator of all SSA funds and shall be responsible for annually redistributing the revenue from its SSA levy to the Municipalities in the manner described in Section 4.c below.. Elk Grove Village shall turn over all SSA funds to Mount Prospect upon receipt. Mount Prospect will provide an annual accounting of all SSA funds to all parties to this Agreement.
- c. Calls of Service; Call Volume. The SSA tax revenues actually collected by each Municipality ("**SSA Revenues**") will be distributed proportionately by, between, and among the Municipalities based on the Calls for Service generated by their respective Service Areas. A "**Call for Service**" for the purposes of this Agreement will be defined as a call for assistance from the public that results in the dispatching of fire and/or EMS equipment and personnel by a Municipality to one of the Services Areas, either as a primary responder or mutual aid. A Call for Service does not include calls for other public safety purposes (e.g. police or public work call-outs) or inter/intradepartmental communications that do not result in dispatching fire protection or EMS personnel.
- d. Redistribution in Subsequent Years. The annual redistribution of the SSA revenues shall be based on a calendar year and be revised each year to reflect the proportionate call volume generated by each municipality during the immediately preceding year.
- e. Timing of Annual Redistribution of SSA Revenues. On or about March 15th of each year, Mount Prospect, as administrator of SSA funds, will distribute to the Municipalities the aggregate SSA Revenues among themselves in a manner that materially equalizes the SSA Revenues per call for each municipality ("**Annual Redistribution**"). To facilitate the redistribution of SSA Revenues, the Municipalities agree to track and share the call volume generated by their respective Service Areas on an annual calendar year basis.

- f. Deposit and Authorized Uses of SSA Revenues. SSA Revenues collected by, or distributed to, the Municipalities shall be turned over to Mount Prospect to administer. These revenues shall be used for the purpose of providing the Fire and EMS Services to the Service Areas or reimbursing the Municipalities for services already rendered to their Service Area.
- g. Future Annexation of Service Areas. In the event any properties within a SSA are annexed to a Municipality they shall remain in the SSA and be responsible for paying the SSA tax. The portion of the Municipal property tax levy may be abated by the annexing Municipality at its discretion until such time as the properties are removed from the SSA.
- h. Adjustment of Annual Funding. After the Service Commencement Date, the Annual Funding will be adjusted yearly on January 1st by mutual agreement of the Municipalities in an amount necessary to ensure that the Annual Funding will cover the aggregate cost of service to the Service Areas. The Annual Funding may not be increased by more than five percent (5%) each year.
- i. Patient Billing. A Municipality providing ambulance service within the Service Areas will bill the patient or service recipient directly. The District assigns all the rights and interest to bill and collect ambulance billing, inspection service fees, Ground Emergency Medical Transportation Services (GEMT) and any other future county/state and federal grant funds for the provision of the Fire and EMS Services.
- k. Continuity of Service. At the time of expiration of the term of this Agreement, the Municipalities will renew the Agreement or, alternatively, the Municipalities must collectively establish a new source of funding at a comparable level with that provided by the SSAs so that the Municipalities may continue to provide the same level of the Fire and EMS Services to the Service Areas.

5. Cooperation of the Parties

The Parties shall cooperate in the exercise of their obligations as set forth in this Agreement. The Parties shall prepare, execute and provide such additional agreements, consents and other approvals as needed to perform the purposes and objectives of this Agreement.

6. Dissolution of the District

- a. Once funding for the Fire and EMS Services to the Services Areas through the SSAs is established, the Municipalities will commence provision of the Fire and EMS Services to the Service Areas.
- b. The District agrees to pass an ordinance to levy 2021 property taxes (payable in 2022) at the maximum allowable amount per the applicable law. The District also agrees to cease levying any further taxes after AY 2021 levy (payable in 2022). The district agrees to handover the AY 2021 levy collection to the Special Service Areas. The AY 2021 levy collection amount shall be considered as payment in lieu of annual funding amount set forth in section 4 (a) for the year 1. Any remaining unfunded amount from the year 1 annual funding set forth in section 4(a) shall be paid using operating distribution amount as defined in Sections 6(c)(ii)(B) and 6(c)(iii) below.
- c. Immediately after the Service Commencement Date, the District shall liquidate its assets and distribute these liquidated assets as follows:
 - i. The District's fire station property (Station 11) and the District tanker vehicle shall be deeded to Mount Prospect to deploy an ambulance in the future and the existing tanker vehicle to better serve the District parcels. Formal transfer of these properties shall take place upon Mount Prospect's hiring of six (6) additional firefighter/paramedics to be deployed at Station 11;
 - ii. All remaining District assets shall be liquidated and divided and distributed as follows:
 - A. \$50,000 shall be retained by the District Board to wind up its affairs, with any funds remaining upon dissolution to be distributed to the Municipalities and divided among them in the same ratio as the SSA taxes;
 - B. Of the remaining proceeds, 50% of the proceeds shall be considered operational funds and will be used to pay legal fees in relation to the creation of Special Service Areas. All the remaining operating funds will be used to offset the SSA levy against the District properties; and
 - C. 50% shall be considered capital funds and distributed to Elk Grove Village and the Des Plaines in equal portions.
 - D. In the event that the District is not dissolved in 2022, despite the best efforts of the District Board, the Municipalities shall reimburse the District for legally necessary expense that exceed the \$50,000 retained to

wind up its affairs for a maximum period of three years after the transfer of service called for by this Agreement.

- iii. Mount Prospect owes the District a sum of \$262,895 under a 2017 Intergovernmental Agreement between Mount Prospect and the District that relate to annexations from the years 2016 and 2017. The Village of Mount Prospect agrees to pay \$262,895 in the SSA Funds and shall be used as operational funds to further offset the SSA levies as provided in Section 6(c)(ii)(B) above.
 - iv. The total amount of operating funds after payment of legal fees as provided in Section 6(c)(ii)(B) and the additional \$262,985 from Mount Prospect as provided in Section 6(c)(iii) shall be used to reduce the SSA levies against District property in the following order.
 - A. To fund the gap between year 1 annual funding amount and the amount collected in property taxes from the Fire District's AY 2021 levy (payable in 2022).
 - B. Any remaining amount shall be divided in three equal installments and shall be used to abate the SSA levies for the following three tax levy years.
 - v. The year 2 SSA levy is set at \$1.0 million plus annual levy increase agreed between three municipalities as allowed by the applicable laws. The amount can further be reduced by the 1/3rd of the levy abatements as identified in the section 6(c)(iv)(B).
 - vi. The year 3 SSA levy is set at year 2 levy before any levy abatement plus annual levy increase agreed between three municipalities as allowed by the applicable laws. The amount can further be reduced by the 1/3rd of the levy abatements as identified in the section 6(c)(iv)(B).
 - vii. The year 4 SSA levy is set at year 3 levy before any levy abatement plus annual levy increase agreed between three municipalities as allowed by the applicable laws. The amount can further be reduced by the 1/3rd of the levy abatements as identified in the section 6(c)(iv)(B).
 - viii. For the year 5 and onwards, the levy is set at prior year's gross levy before any abatements plus annual levy increase agreed between three municipalities.
- d. The District agrees to cooperate and use its best efforts to dissolve the District pursuant to and in full compliance with the requirements of the Fire Protection District Act set forth at 70 ILCS 705/15(a). The District agrees to initiate a referendum to dissolve the District to be

placed on the November 2022 general election ballot (“**Dissolution Referendum**”). If the Dissolution Referendum fails, the District agrees to initiate a subsequent referendum for the same purpose within five (5) years. The District board members agree to support the dissolution referendum. Until the District is dissolved, Mount Prospect shall provide a suitable location for the District Board to conduct required public meetings. Mount Prospect shall further provide a suitable storage area for the District’s public records for as long as retention is required by law.

- e. The District waives and releases all rights and claims to reimbursement payments due under Section 20 of the Fire Protection District Act (70 ILCS 705/20) for annexation by a Municipality of any parcel within the Service Areas that occurs after the Service Commencement Date. After the Service Commencement Date, any outstanding statutory payments by the Municipalities to the District that have not already been paid shall be considered void and no longer owed, except as set forth in Section 6(c)(iii) above.

7. Creation of the SSAs for the Service Areas a Condition Subsequent.

The creation and establishment of either a unitary SSA or multiple SSAs to provide the Annual Funding through SSA Revenues is a mandatory condition subsequent to the performance of this Intergovernmental Agreement. In the event that the SSAs cannot be created by June 1, 2022, the Service Commencement Date will not occur, this Agreement will terminate, and the Parties will be released from all obligations set forth herein. The Municipalities agree to work diligently to adopt the necessary ordinances proposing the establishment of the SSAs no later than 90 days after the Effective Date of this Agreement.

8. Remedy.

The Parties agree that their sole and exclusive remedy under this Agreement shall be to seek specific performance of the obligations set forth herein.

9. Miscellaneous Provisions

- a. Notices. Notices or other writings which any Party is required to or may wish to serve upon the Parties shall be delivered personally, or sent registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Mount Prospect:
Michael Cassady
Village Manager

If to Elk Grove Village:
Ray Rummel
Village Manager
Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007

If to Des Plaines:
Michael Bartholomew
City Manager
1420 Miner Street
Des Plaines, IL 60016
MBartholomew@desplaines.org

If to the District:
James Jablonski
President
1415 E Algonquin Rd
Arlington Heights, IL 60005

Also, a hardcopy of all the notices going to the Fire District shall also be given to:

Karl Ottosen, Ottosen DiNolfo Hasenbald & Castaldo, Ltd
1804 N. Naper Blvd. Suite 350
Naperville, IL 60563
kottosen@ottosenlaw.com

Additionally, the Parties may agree to serve notices or other writings via email at addresses designated for service by each Party.

- b. Entire Agreement. This Agreement contains the entire agreement or understanding between the Parties and it supersedes any prior understandings or written or oral agreements between them regarding the subject matter of this Agreement.
- c. No Waiver of Rights. The failure of any Party to insist upon strict performance of any of the terms of this Agreement, or to exercise any of its rights hereunder, shall not waive such rights and such Party shall have the right to enforce all such rights at any time.
- d. Choice of Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in the Circuit Court of Cook County, Illinois.
- e. Failure of Performance. If a Party materially fails to perform its obligations under this Agreement, as determined by the Circuit Court of Cook County, Illinois, then any other Party may obtain a court order compelling performance of the defaulting party.

- f. Term of the Agreement. This Agreement shall have an initial term of twenty (20) years, with two (2) automatic ten-year (10-year) renewal terms, unless notice of termination by any municipality is received by the other municipalities no fewer than sixty (60) days prior to expiration. This Agreement shall automatically terminate upon annexation of all properties in the SSA(s) into a municipality.
- g. Indemnification. To the fullest extent permitted by law, the Parties agree to indemnify, defend and hold harmless one another and their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments and settlements arising out of or in any way relating to or occurring in connection with the implementation of this Agreement and the actions each Party will be obligated to take in accord with this Agreement.
- h. Insurance. The Parties shall provide to each other proof, in the form of Certificates of Insurance, of insurance adequate to cover liabilities that may arise as a result of meeting their obligation under this Agreement.
- i. Amendments to the Agreement. Any amendments to this Agreement must be made and approved in writing by the Parties.
- j. Counterparts. This Agreement may be simultaneously executed in counterparts, each of which so executed shall be deemed to be original, and such counterparts together shall constitute one and the same instrument.
- k. Approval of the Agreement. The execution of the Agreement is subject to the approval of the corporate authorities of each of the Parties.

IN WITNESS WHEREOF, the Village of Mount Prospect, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its Mayor and attested by its Clerk; the Village of Elk Grove Village, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its Mayor and attested by its Clerk; the City of Des Plaines, pursuant to authority granted by the adoption of a Resolution by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk; and the Elk Grove Rural Fire Protection District, pursuant to

authority granted by the adoption of a Resolution by its Trustees, has caused this Agreement to be executed by its President and attested by its Secretary.

VILLAGE OF MOUNT PROSPECT

an Illinois home rule municipal corporation

By: _____
Paul Wm. Hoefert, Mayor

ATTEST:

By: _____
Karen Agoranos, Clerk

VILLAGE OF ELK GROVE VILLAGE

an Illinois home rule municipal corporation

By: _____
Craig B. Johnson, Mayor

ATTEST:

By: _____
Loretta Murphy, Clerk

CITY OF DES PLAINES

an Illinois home rule municipal corporation

By: _____
Andrew Goczkowski, Mayor

ATTEST:

By: _____
Jessica Mastalski, Clerk

ELK GROVE RURAL FIRE PROTECTION

DISTRICT,
an Illinois unit of local government

By: _____
President

ATTEST:

By: _____
Heather Maldonado, Secretary

Executive Summary

Background

The Elk Grove Fire Protection District (District) is responsible for providing fire and emergency medical services for unincorporated properties within Elk Grove Township. American Fire and Rescue Services Corporation (American) has been providing contractual services for the District since 1979. All employee serving the District are employees of American. The District covers several unincorporated areas between Elk Grove, Mount Prospect and Des Plaines and has an annual call volume around 902 calls. Of 902 calls, 325 calls are District calls in the unincorporated area and 577 are mutual aid calls in other municipalities.

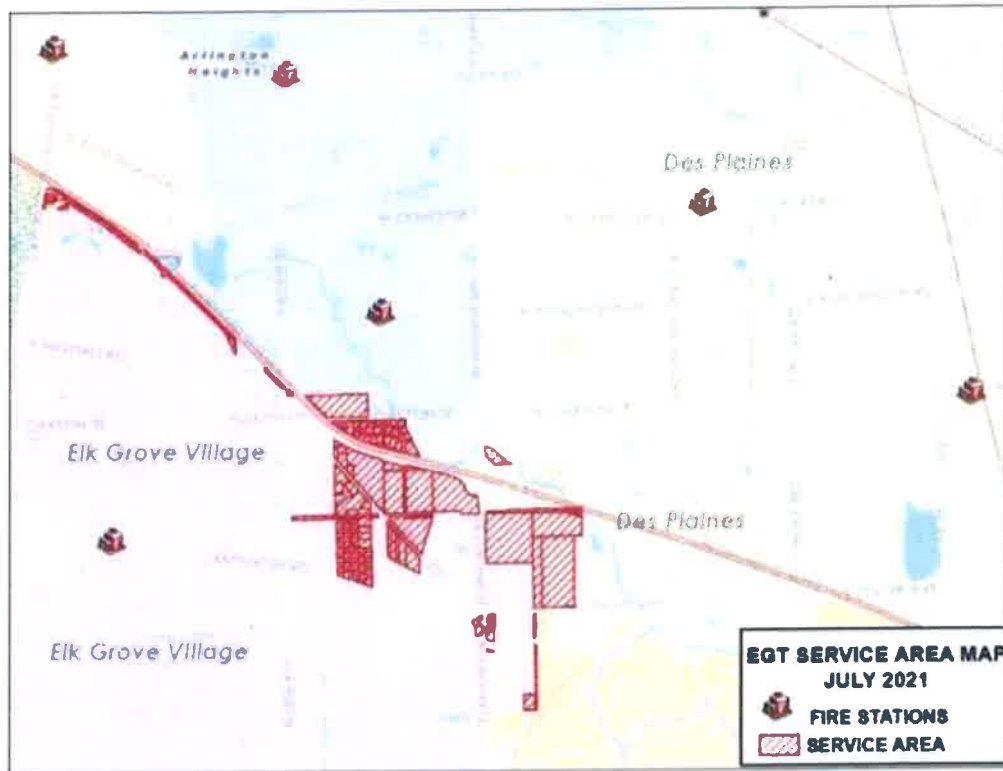
The District covers four manufactured housing areas as described below.

Development	Number of Units	Population
Blackhawk Estates/Touhy Manufactured Housing	265	695
Des Plaines Manufactured Housing	164	430
Oasis Manufactured Housing	600	1,572
Willoway Terrace	305	750
Total	1,334	3,447

Sources: ACS 5 and 1 year estimates (2019, 2015-2019), manufactured home development managing offices

The District also serves 57 single-family homes in the Ropollo subdivision and various industrial and commercial properties, which are located both north and south of the I-90 tollway as described in the EGT Service Area Map:

Executive Summary



Challenges

- a) The District has been operating in a structural deficit for the last several years. In 2017, the Village of Mount Prospect was analyzing significant annexations of District properties surrounded by the Village. Among other studies, a financial analysis of the District was completed. At that time, the District was funding annual contractual expenses for American at \$1.80 million, while their levy was capped by PTELL at approximately \$1.20 million. The District was rapidly spending down cash reserves of approximately \$600,000 annually. The statutory payments paid by the Village of Mount Prospect for the recent annexation in 2016 and 2017 has allowed the Fire District to continue to fund operations until now. The Village of Mount Prospect scoped five-year statutory payments into three years period and made accelerated payments. The annual operating contractual service expense for the Fire District is around \$1.8 million, while the maximum allowable levy amount

per the PTELL laws are approximately \$800,000. The Fire District is losing more than \$1.0 million each year and that is rapidly depleting their fund balance. With this significant structural deficit, the District cannot serve its residents and property owners in the future years. An assessment of the District cash position indicates they will run out of reserves in early 2022.

- b) It is important to note that within the industrial and manufactured home developments, public water supply is provided by the sites privately through shallow groundwater wells. It would be a significant undertaking by any municipality to provide a municipal water main to the sites. Besides Willoway Terrace, which receives wastewater collection service from Elk Grove Township, the other manufactured housing developments in the unincorporated area do not have the critical infrastructure necessary for the number of units and population living in the area.
- c) The manufactured housing communities account for a major portion of the District calls. Due to the assessment rules, these properties parcels are assessed at a much lower rate than their actual market values. The lower assessment for manufactured communities disproportionately puts the financial burden of the service costs on other properties and do not provide a fair and equitable support in proportion to the services consumed.
- d) If nothing is done, the Office of the State Fire Marshall may assign a territory or portion of the territory to Des Plaines, Elk Grove and Mount Prospect. In that case, the municipalities may provide the same services but may not have any taxing authority or revenue to levy any taxes.

Solution

The Village of Mount Prospect has been working with the District since several annexations were completed in 2016 and 2017 to develop a permanent solution to provide residents and business owners in unincorporated Elk Grove Township fire

and EMS protection. After evaluating several options, the most practical long-term solution was an intergovernmental shared services agreement with the City of Des Plaines, Elk Grove Village and the Village of Mount Prospect. An Intergovernmental Agreement has been drafted (attached) to establish fire and EMS responsibilities of the three municipal fire departments, establish a funding mechanism to fund these services, and outline the eventual wind down the Elk Grove Rural Fire Protection District. The IGA would create an opportunity to consolidate critical life-safety services by serving the unincorporated areas with the surrounding professional municipal fire departments. The parties to the IGA are:

- City of Des Plaines
- Elk Grove Village
- Village of Mount Prospect
- Elk Grove Rural Fire Protection District

The terms of the Intergovernmental Agreement are described below:

Operations

- a) The municipal fire departments from the three municipalities will provide fire and EMS protection from the closest existing fire stations and with existing fire department staffing. (See attached Response Map July 2021).
- b) The current call volume of the District is approximately 325 calls. Per the territory assigned, the City of Des Plaines will handle approximately 133 calls or 40.9% of total call volume. Elk Grove Village will handle an estimated volume of 140 calls or 43.1% of the total call volume. The remaining 52 calls or 16.0% of calls will be handled by the Village of Mount Prospect.
- c) The respective municipal fire departments will provide services based on its own internal policies and will provide the same level of fire and EMS as it provides within the respective corporate boundaries.

Funding

- a) As mentioned previously, the unincorporated area generates a maximum property tax levy of \$800,000. This is not an adequate funding level for the services being provided by the municipalities. In lieu of the District property tax levy, three Special Service Areas will be created to provide a minimum funding source of \$1.0M annually (See attached SSA Map dated August 2021). A total of three SSA's are contemplated to ensure contiguity of parcels and ensure an equitable contribution from the mobile home communities. This amount is approximately what the District would request in the 2021 property tax levy. SSA 1 and SSA 2 will be enacted by Elk Grove Village, while SSA 3 will be enacted by the Village of Mount Prospect. If one or more of SSA's are not approved, the IGA will be terminated. (NOTE: The \$1.0 million SSA represents a 5.29 percent increase over the current District property tax levy. Please see the attached Property Tax Analysis, SSA Tax Collection Analysis and SSA Analysis by PIN).
- b) The SSAs are based on the Equalized Assessed Values within the unincorporated area. SSA1 will cover 37 percent of the total Fire and EMS Special Service Area taxes; SSA2 will cover 36 percent; and SSA3 will cover 27 percent of the Special Service Area taxes. These ratios/percentages of burden is fixed and any future changes in the Equalized Assessed Value will not shift the burden from one SSA to another. The parcels in the Special Service Areas may be annexed by any of the three municipalities, but annexed parcels are required to remain in the SSA.
- c) The current and future five-year declining statutory payments for future annexations of this area will be waived except \$262,895 payable by Mount Prospect from the 2016-2017 annexation per the existing Intergovernmental Agreement between the Village of Mount Prospect and Elk Grove Rural Fire

Executive Summary

Protection District. \$262,895 will be paid by Mount Prospect into SSA Funds and will only be used towards the abatement of the levy as identified in the Other Terms.

- d) The annexing municipality at its own discretion can abate a portion of the Fire or any other appropriate levy to protect the tax payers from dual taxation
- e) The servicing fire department will manage ambulance billing and GEMT fees based on its own rates and billing practices to be retained by the responding municipality.
- f) The year 1 Total Special Service area tax amount is set at \$1.0 million. SSA1 will levy \$370,000, SSA2 will levy \$360,000 and SSA3 will levy \$270,000. These amounts can increase up to 5.0 percent each year as allowed by statute. The year 1 \$1.0 million amount may be abated subject to operating distribution amount from the asset liquidation. The total collected taxes from three special service areas will be divided based on the actual call volume handled by each department at the end of the year, as described in the below example. The funding mechanism provides fair and equitable revenue sharing between three participating municipalities based on actual call volume.

Municipality	Call Volume	Percentage	SSA Tax Distribution	Per Call Revenue
City of Des Plaines	133	40.9%	409,230.77	3,076.92
Elk Grove Village	140	43.1%	430,769.23	3,076.92
Village of Mount Prospect	52	16.0%	160,000.00	3,076.92
Total	325	100.0%	1,000,000.00	3,076.92

If the Fire and EMS services begin later than January 1, 2022, in such case, the amount of annual funding of \$1.0 million for the year 1 shall be reduced proportionately based on the actual commencement date.

- g) The Village of Mount Prospect will administer and account for all three Special Service areas. All the participating municipalities will provide call details at the year-end. The Village of Mount Prospect will analyze the call

volume and the collected special service area taxes for the given year, and distribute the appropriate taxes on or around March 15 annually after the year-end.

Other IGA Terms

- The Fire District agreed to levy maximum possible amount allowed by law for assessment year 2021 and agrees to handover the full levy collection to the SSA fund. The 2021 levy amount will be credited towards year 1 SSA taxes and any remaining amount will be paid with operating funds as identified below. After successful establishment of the Special Service Area, the District will begin to liquidate assets and will stop levying any future taxes starting assessment year 2022. The existing assets of the Fire District will be liquidated and distributed as below:
 - a) \$50,000 will be allocated to the Rural Fire District Board for wind down and other legal expenses.
 - b) Existing Fire Station 11 will be deeded to the Village of Mount Prospect upon hiring of six additional fire fighters to be deployed to Station 11.
 - c) Existing water tender will be deeded to the Village of Mount Prospect, who will be responsible to staff and maintain the tanker/tender.
 - d) All remaining assets will be liquidated and will be added to the remaining cash balance and will further be divided as below:
 - a. 50% of the available cash will be called Capital Funds and will be shared between the City of Des Plaines and Elk Grove Village equally. The Village of Mount Prospect will not receive a capital fund allocation as it has received the real estate and tanker as mentioned above.

Executive Summary

- b. Remaining 50% of the available cash will be called operating funds and will be used to pay the legal fees for creating of special service areas. Any remaining amount after paying the legal fees and \$262,895 from the Village of Mount Prospect (for statutory payment) will be used to fund the gap between year 1 charges and levy collection. Any remaining amount after year 1 charges will be credited towards the SSA levy for year two, three and four in equal amounts.
- The District will begin to dissolve and agree to support and approve a referendum for the November 2022 ballot pursuant to state statute.
- All three fire department mutually agree to provide mutual aid support and backup in serving the unincorporated area. The Village of Mount Prospect will also provide support with tanker in the unincorporated area as needed.

The attached intergovernmental agreement is drafted and reviewed by the legal and leadership teams of all three municipalities.

Recommendation and Action Items:

It is recommended that the three municipalities and the Elk Grove Rural Fire Protection District adopt and authorize the attached intergovernmental agreement. Upon adoption by all the parties, pursuant to the Agreement, Mount Prospect and Elk Grove Village, but not Des Plaines, will establish SSAs. Following Illinois statute, Mount Prospect and Elk Grove Village each will pass an ordinance identifying the area where the SSA's will be located. After the ordinances pass, a 60 day waiting period follows before the SSAs can be implemented. Once the SSAs have been established, the Municipalities assume responsibility for providing Fire and EMS Services to their assigned Service Areas. At this point, the District shall discontinue all services and begin the process of winding down its affairs. Pursuant

to the Agreement, the District will initiate a dissolution referendum to be placed on the November 2022 general election ballot.

Conclusion

To develop an intergovernmental shared services agreement to provide critical life-safety services for unincorporated residents and businesses is complicated. The three municipalities worked collaboratively to identify issues and concerns that could negatively impact this plan in the future. The fundamental guiding principal of the IGA was to proactively plan a fair approach to responding to this area with an adequate funding source. Admittedly, this is an issue created by annexations in Mount Prospect and Elk Grove Village over the last twenty years. The plan is greatly enhanced by the participation of Des Plaines, given the proximity of their existing fire station to SSA 1. The three professional fire departments will benefit from enhanced training opportunities and backup from partner agencies. The municipalities will benefit from the vastly improved mutual aid our fire departments will provide the communities of Des Plaines, Elk Grove Village and Mount Prospect.

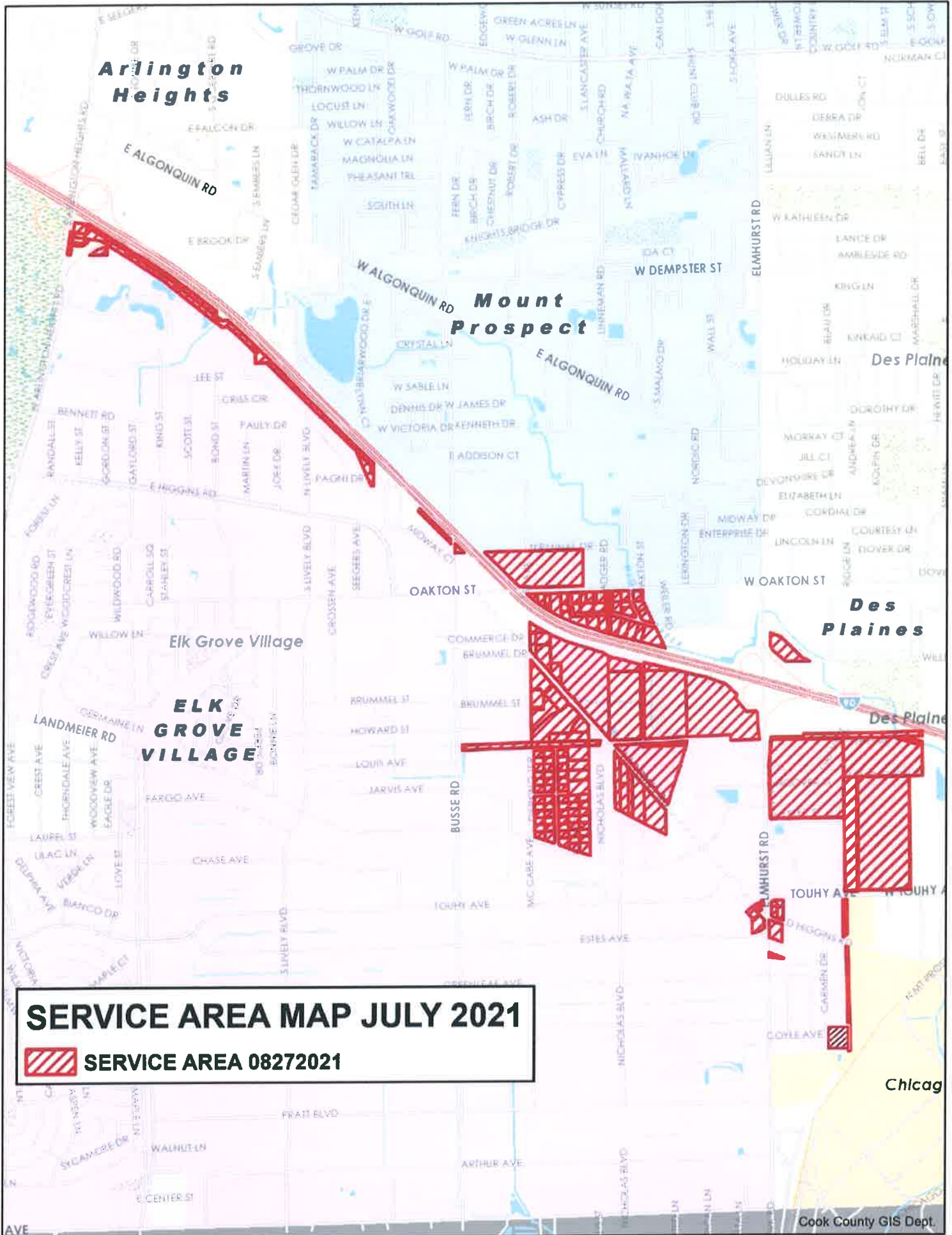
In the alternative, if a reactive solution is preferred, it will likely be determined by the State Fire Marshal, the General Assembly or a Judge in Cook County. In either of those cases, the many financial and operational variables considered by our Fire Chiefs, Village Attorneys, Finance Directors and City/Village Managers in drafting this shared services agreement will likely be ignored. Further, the State Fire Marshall has advised they will not intervene until after a fire district is unable to provide/fund fire and EMS services. The municipal teams have done a great job trying to prevent that doomsday scenario by creating an innovative shared services agreement to provide and fund these critical services to the remaining pocket of unincorporated properties in Elk Grove Township. The next step is for the municipalities and the District to approve the IGA. Upon completion, the SSA creation process will begin,

Executive Summary

which will include an open house for residents and businesses in the unincorporated area.

Attachments:

- e) Service Area Map**
- f) Fire Department Response Map**
- g) SSA Map**
- h) IGA**
- i) Property Tax Analysis**
- j) SSA Tax Collection Analysis**
- k) SSA information by PIN**



Arlington Heights

Mount Prospect

Elk Grove Village

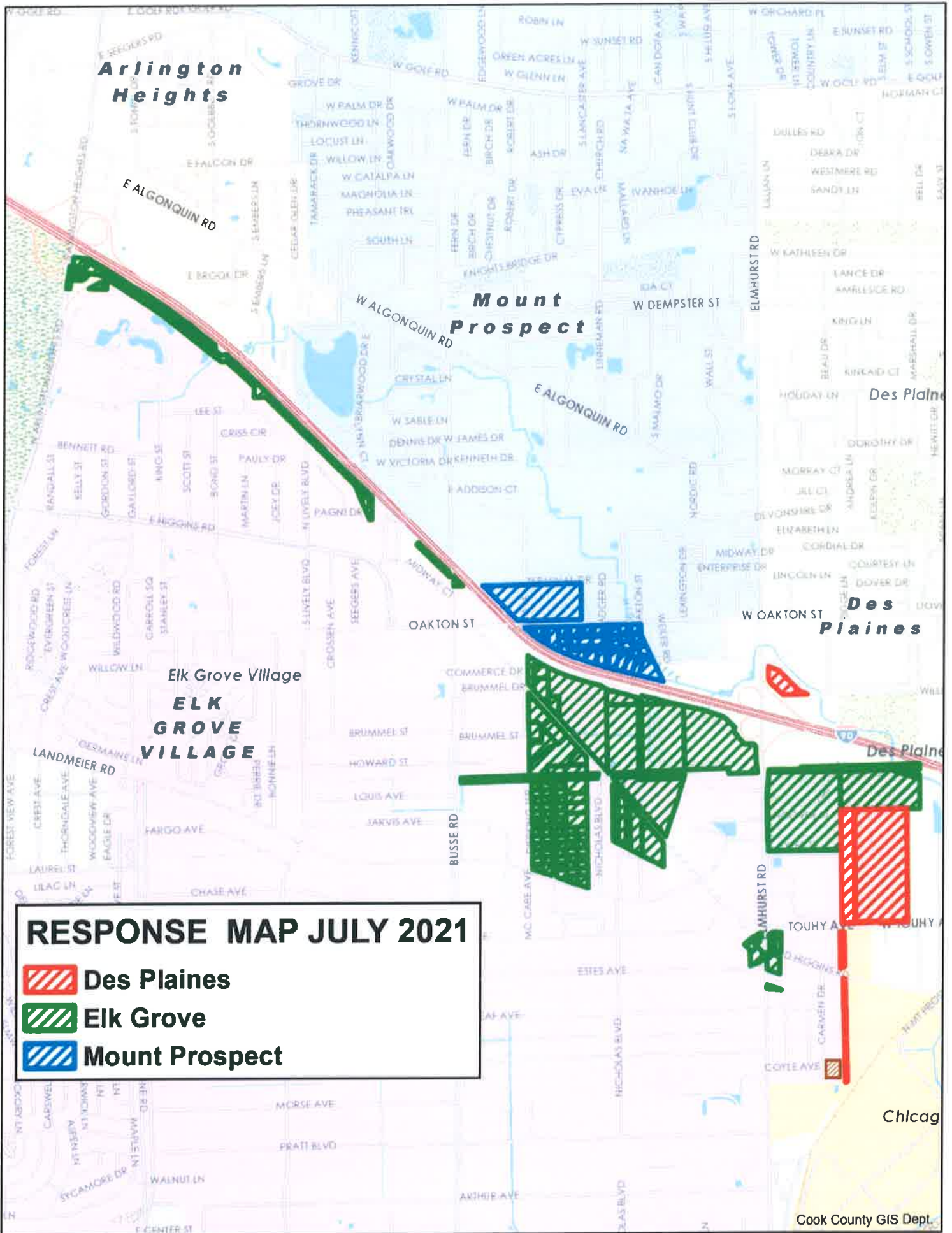
ELK GROVE VILLAGE

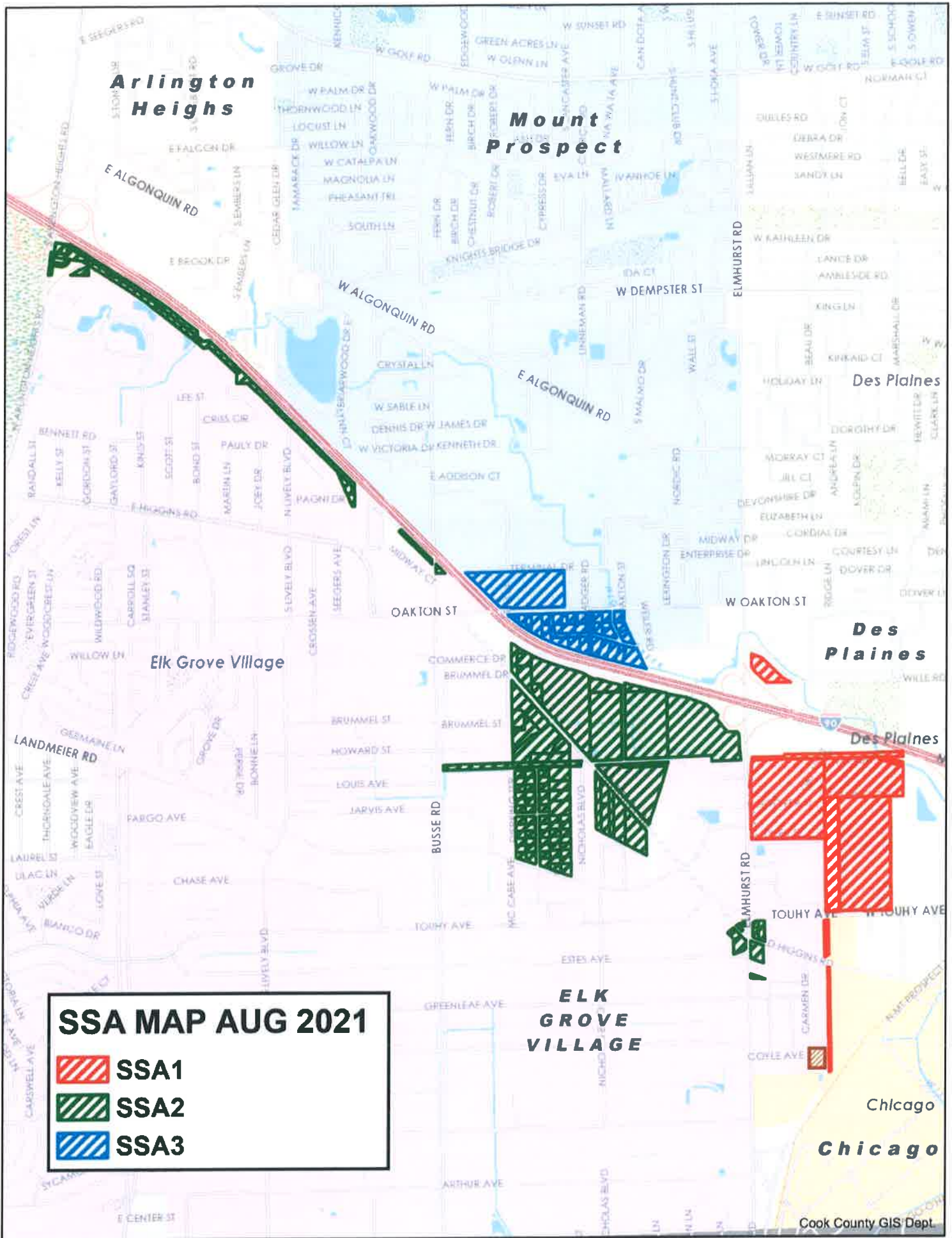
Des Plaines

SERVICE AREA MAP JULY 2021

 **SERVICE AREA 08272021**

Chicag





**Elk Grove Rural Fire Protection District
Property Tax Analysis**

Current Rural Levy (2020)	Add 5% PTELL - 2021 Levy	Final 2021 Levy	2021 SSA Levy	\$ Increase	% Increase
\$ 904,571	\$ 45,229	\$ 949,800	\$ 1,000,000	\$ 50,200	5.29%

TAX	TOWN	PIN	ACREAGE	ORIGINAL SSA MAP	SERVICE AREA MAP	RESPONSE MAP	ALTERNATE SSA MAP	Comment
16026	Elk Grove	08-25-103-003-0000	2.57	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16047	Des Plaines	08-36-101-008-0000	0.38	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Elk Grove	08-25-301-001-0000	0.28		SERVICE AREA	RESPONSE AREA	SSA1	
16047	Des Plaines	08-36-100-004-0000	0.58	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16031	Des Plaines	08-36-101-012-0000	1.16		SERVICE AREA	RESPONSE AREA	SSA1	
16026	Elk Grove	08-25-102-014-0000	1.27	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Elk Grove	08-25-300-001-0000	38.55	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Elk Grove	08-25-301-001-0000	19.66	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Des Plaines	08-25-301-005-0000	10.24	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Des Plaines	08-25-301-006-0000	39.15	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Des Plaines	08-25-101-005-0000	3.22		SERVICE AREA	RESPONSE AREA	SSA1	
16026	Elk Grove	08-25-102-012-0000	0.52	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16035	Des Plaines	08-36-102-045-0000	0.03		SERVICE AREA	RESPONSE AREA	SSA1	Incorporated In Elk Grove
16035	Des Plaines	08-36-102-046-0000	0.02	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	Incorporated In Elk Grove
16026	Elk Grove	08-26-103-019-0000	6.23	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-102-008-0000	1.08	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-014-0000	1.90	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-015-0000	2.60	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-23-300-014-0000	0.28		SERVICE AREA	RESPONSE AREA	SSA2	
0	Elk Grove	08-22-999-001-0000	0.86		SERVICE AREA	RESPONSE AREA	SSA2	
16135	Elk Grove	08-35-201-004-0000	0.23		SERVICE AREA	RESPONSE AREA	SSA2	Incorporated In Elk Grove
16035	Elk Grove	08-36-100-008-0000	0.26		SERVICE AREA	RESPONSE AREA	SSA2	Incorporated In Elk Grove
16026	Elk Grove	08-26-301-012-0000	0.50	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-308-007-0000	0.57		SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-308-005-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-022-0000	1.26	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-016-0000	1.43	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-102-041-0000	1.89	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-102-040-0000	1.15	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-15-302-004-0000	1.41		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-029-0000	0.06		SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-023-0000	1.00	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16047	Elk Grove	08-22-400-010-0000	0.12		SERVICE AREA	RESPONSE AREA	SSA2	
16047	Elk Grove	08-22-400-013-0000	1.18		SERVICE AREA	RESPONSE AREA	SSA2	
16047	Elk Grove	08-22-400-009-0000	0.87		SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-308-004-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-016-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-003-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-001-0000	0.50	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-402-006-0000	4.35	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-012-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-047-0000	2.01	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-011-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-046-0000	1.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-402-009-0000	1.34	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16041	Elk Grove	08-26-400-012-0000	13.86	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	Incorporated in Elk Grove
16043	Elk Grove	08-16-401-015-0000	0.79		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-15-302-022-0000	1.20		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-027-0000	0.66		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-010-0000	1.54		SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-102-002-0000	0.83	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-004-0000	0.82		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-016-0000	0.37		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-011-0000	0.58		SERVICE AREA	RESPONSE AREA	SSA2	
16035	Elk Grove	08-16-401-040-0000	0.34		SERVICE AREA	RESPONSE AREA	SSA2	Incorporated in Elk Grove
16043	Elk Grove	08-16-401-011-0000	0.44		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-011-0000	0.44		SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-020-0000	0.75	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-005-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-002-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-013-0000	0.49	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-011-0000	0.49	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-012-0000	0.69	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-019-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-017-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-004-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-308-002-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-028-0000	0.49	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-003-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-045-0000	1.34	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-008-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-001-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16041	Elk Grove	08-26-400-012-0000	0.60	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	Incorporated in Elk Grove
16043	Elk Grove	08-22-100-013-0000	1.23		SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-308-006-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-008-0000	0.49	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-009-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-008-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-029-0000	0.48	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-014-0000	0.48	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-308-001-0000	0.50	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-006-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-306-006-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-402-022-0000	1.60	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-402-010-0000	3.20	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-402-014-0000	1.69	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-306-001-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16047	Elk Grove	08-36-102-001-0000	1.47		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-22-101-007-0000	0.98		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-22-101-005-0000	1.70		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-35-201-008-0000	0.52		SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-201-023-0000	23.39	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-010-0000	0.48	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-011-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-010-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-308-003-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-015-0000	0.48	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-007-0000	0.49	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-306-004-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-306-003-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	

16026	Elk Grove	08-26-305-002-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-044-0000	2.01	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-100-003-0000	2.33	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-008-0000	1.90	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-021-0000	1.24	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-017-0000	0.19	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-018-0000	2.87	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-102-036-0000	0.56	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16047	Elk Grove	08-36-100-005-0000	0.22		SERVICE AREA	RESPONSE AREA	SSA2	
16041	Elk Grove	08-26-200-016-0000	3.31	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	Incorporated In Elk Grove
16026	Elk Grove	08-26-200-017-0000	33.07	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16047	Elk Grove	08-36-100-006-0000	0.41		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-22-100-003-0000	1.71		SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-004-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-010-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-306-002-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-400-011-0000	0.35	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-010-0000	0.36	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16047	Elk Grove	08-22-200-002-0000	1.78		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-35-201-009-0000	1.12		SERVICE AREA	RESPONSE AREA	SSA2	
16035	Elk Grove	08-36-100-009-0000	0.53		SERVICE AREA	RESPONSE AREA	SSA2	Incorporated In Elk Grove
16035	Elk Grove	08-36-102-027-0000	0.17		SERVICE AREA	RESPONSE AREA	SSA2	Incorporated In Elk Grove
16041	Elk Grove	08-26-102-037-0000	22.13	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	Incorporated In Elk Grove
16035	Elk Grove	08-22-102-021-0000	0.93		SERVICE AREA	RESPONSE AREA	SSA2	Incorporated In Elk Grove
16026	Elk Grove	08-26-301-019-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-006-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-009-0000	0.49	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-024-0000	0.50	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-005-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-005-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-009-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-402-021-0000	1.10	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-007-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Mount Prospect	08-26-204-002-0000	1.06	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-027-0000	0.41	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-204-011-0000	0.81	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-046-0000	0.99	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-039-0000	0.47	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-202-003-0000	0.63	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-203-008-0000	0.60	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-203-009-0000	0.12	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-204-001-0000	1.10	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-047-0000	1.37	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-202-006-0000	0.68	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-042-0000	0.55	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-038-0000	0.61	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-029-0000	0.41	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-018-0000	0.54	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-202-001-0000	0.60	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-049-0000	0.06	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-048-0000	0.93	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-043-0000	0.22	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-202-005-0000	0.35	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-203-002-0000	0.60	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-016-0000	1.49	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-026-0000	0.53	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-019-0000	0.64	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-204-012-0000	2.05	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-044-0000	0.33	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-025-0000	0.39	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-202-002-0000	0.58	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-051-0000	0.81	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-204-003-0000	1.08	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-203-003-0000	0.77	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-101-006-0000	0.03	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-032-0000	0.21	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-200-012-0000	0.86	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-23-300-016-0000	19.43	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-035-0000	1.80	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-050-0000	0.73	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
0	Mount Prospect		0.00	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	Incorporated In Mount Prospect

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 850 LEE STREET, ELK GROVE VILLAGE, ILLINOIS

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

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

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 850 Lee Street, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-22-102-077-0000, 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 850 Lee Street, Elk Grove Village, Cook County, Illinois, and identified by Property Index Number 08-22-102-077-0000, 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 42, (EXCEPT THE WEST 100 FEET THEREOF) IN HIGGINS ROAD
COMMERCIAL SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST
HALF OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN 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 08-22-102-077-0000. 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. Façade, landscaping, and sign updates;
- b. Repairing and improving the parking lot and driveway apron per Village code;
- c. Demolishing the metal shed in the rear;
- d. Remove asphalt on the east side and replace with grass;
- e. Remove bushes in parkway and replace with grass; and
- f. Interior remodeling.

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

Res56b_859L.ec5t