



# AGENDA

## REGULAR VILLAGE BOARD MEETING

FEBRUARY 8, 2022

7:00 PM

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

**INVOCATION** (PASTOR ROBYN TABB, PRINCE OF PEACE UNITED METHODIST CHURCH)

### 3. APPROVAL OF MINUTES OF JANUARY 25, 2022

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

**5. ACCOUNTS PAYABLE WARRANT:** JANUARY 31, 2022 \$ 4,246,405.36  
FEBRUARY 8, 2022 \$ 443,670.29

### 6. CONSENT AGENDA

- a. Consideration to increase an existing construction contract with Advanced Rehabilitation Technology of Bryan, OH for the lining of lift station wet wells in the amount of \$37,200, for a total contract amount of \$389,245.80 from the Water & Sewer Fund.

(On September 14, 2021, the Village Board awarded a contract to Advanced Rehabilitation Technology of Bryan, OH for \$352,045.80 to rehabilitate 100 manholes. (Village staff have identified three Lift Station wet wells in need of rehabilitation. (Advanced Rehabilitation Technologies has agreed to extend the same unit prices awarded in the original contract for the completion of the lining at the three wet wells. (This work would increase the current contract with Advanced Rehabilitation Technologies by \$37,200 for a total contract amount of \$389,245.80. (Adequate funds are available in the Water & Sewer Fund. (The Director of Public Works recommends approval.)

b. Consideration of the following:

- To concur with prior authorization and award a purchase contract through the State of Illinois Unified Procurement Program to Foster Coach Sales of Sterling, IL for the purchase of a 2023 Ford F-550 ambulance in an amount not to exceed \$275,000 from the Capital Replacement Fund; and
- To increase the FY22 Capital Replacement Fund in the amount of \$275,000.

(The Fire Department and Fleet Services have reviewed vehicle needs and priorities to best accommodate the emergency responses that will be run out of Fire Station 8 on Fargo Avenue.

(Most of the Fire Department's current ambulance fleet is comprised of Ford F-550 ambulances with a Horton conversion box. Both Fire Department personnel and Fleet Services personnel benefit from the familiarity with these vehicles and standard equipment.

(Foster Coach Sales of Sterling, Illinois offers Fire Departments the ability to select units that are currently in production or currently being planned for production.

(The Fire Department is able to secure excellent contract pricing through the State of Illinois Cooperative Purchasing Program.

(Issuing a contract prior to February 15, 2022 will avoid a scheduled 9% price increase.

(An increase to the Capital Replacement Fund is required for this expenditure.

(The Fire Chief recommends approval.)

- c. Consideration to increase an existing construction contract with Albrecht Enterprises, Inc. of Des Plaines, IL for demolition and site restoration at 1700 Oakton Street in an amount not to exceed \$100,000 from the Busse-Elmhurst TIF, for a total contract amount not to exceed \$285,000 from the Busse-Elmhurst TIF.

(On Thursday, May 6, 2021, the Village opened sealed bids for the Demolition and Site Restoration Project located at 1550 E. Higgins Road.

(Thirteen (13) contractors obtained bid documents and eleven (11) bids were submitted.

(The lowest responsive and responsible bid was received from Albrecht Enterprises, Inc. of Des Plaines in the amount of \$185,000.

(The Village has since taken control of the neighboring property at 1700 Oakton Street, and Albrecht has agreed to extend its low bid pricing to cover the demolition at 1700 Oakton Street.

(This parcel is part of the Prime Data Center redevelopment. As such, Prime Data Centers will be reimbursing the Village for its costs associated with the demolition at 1700 Oakton Street.

(Adequate funds are available in the Busse-Elmhurst TIF.

(The Deputy Village Manager recommends approval.)

- d. Consideration of the following:

- To adopt Resolution No. 8-22 authorizing the Mayor to execute a Joint Agreement between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village, and appropriating funds from the Capital Project and Motor Fuel Tax funds for construction and construction engineering match for the Biesterfield

- Road Resurfacing (Meacham Road to Village western limits) project; and
- To award a professional service contract to BLA, Inc. of Itasca, IL to perform construction engineering services for the project in the amount not to exceed \$116,326 from the Capital Project Fund.

(The Village has secured funding for this project through the Federal Highway Administration's Surface Transportation Program (STP-L) in the amount of \$698,438, which is approximately 70% of the total project cost.

(The funds will be distributed by the Illinois Department of Transportation (IDOT).

(Attached is a copy of the Joint Agreement for the Biesterfield Road Resurfacing project to be executed by and between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village upon final review by the State.

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

(A resolution appropriating funds for the full construction engineering, the construction match and non-participating construction costs (\$390,897) must be adopted by the Village as a function of the execution of this Agreement.

(BLA, Inc. of Itasca, IL submitted a proposal to provide the necessary construction engineering services for this project.

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

(Adequate funds for both recommendations are available in the Motor Fuel Tax and Capital Project funds.

(The Director of Public Works recommends approval.)

- e. Consideration to adopt Resolution No. 9-22 authorizing the Maintenance of Streets and Highways by a Municipality under the Illinois Highway Code and appropriating \$1,050,000 from the Motor Fuel Tax Funds (MFT) toward the 2022 Roadway Maintenance Program.

(On Monday, January 24, 2022, the Capital Improvements Committee met and approved the staff recommendation for the Village's 2022 Roadway Maintenance Program.

(This year's program consists of 10.2 miles of street resurfacing and the rehabilitation of curb, sidewalk and ADA compliant curb ramps.

(The 2022 Roadway Maintenance Program is broken into five separate projects consisting of the Residential Resurfacing Program, Business Park Resurfacing Program, rehabilitation of Arlington Heights Road from Newport Avenue to Brantwood Avenue, resurfacing of Biesterfield Road from Meacham Road west to the Village Limits and Pavement Rejuvenation Program.

(The Public Work Department recommends that a Resolution be adopted appropriating MFT Funds in the amount of \$1,050,000 to be utilized for the 2022 Roadway Maintenance Program and the purchase of Hot Mix Asphalt material.

(Upon concurrence by the Board, Village staff will prepare bid documents and advertise for bids for all five projects within the 2022 Roadway Maintenance Program.

(The Director of Public Works recommends approval.)

f. Consideration of the following:

- To adopt Resolution No.10-22 authorizing the Mayor to execute an Intergovernmental Agreement between the County of Cook, a body politic and corporate of the State of Illinois, acting by and through its Department of Transportation and Highways, and the Village of Elk Grove Village for the Arlington Heights Road Rehabilitation Project; and
- To award a professional service contract to Civiltech Engineering, Inc. of Itasca, IL to perform construction engineering services for the project in the amount not exceeding \$683,935 from the Capital Project Fund.

(The Village secured funding for this project through the Cook County Department of Transportation and Highway in the amount of \$5,054,751, which is approximately 76% of the total project cost.

(Attached is a copy of the Intergovernmental Agreement for the Arlington Heights Road Rehabilitation Project to be executed by and between the Cook County Department of Transportation and Highways and the Village of Elk Grove Village.

(The Agreement outlines the cost share and responsibilities for the proposed roadway construction project. The Village will let the construction contract, secure a qualified consultant for construction engineering, and make all payments to the contractor and engineering firm.

(The County will reimburse the Village for approximately 76% of the construction cost for this project.

(Civiltech Engineering, Inc. of Itasca, IL submitted a proposal to provide the necessary construction engineering services for this project.

(Adequate funds are available in the Capital Project Fund.

(The Director of Public Works recommends approval.)

g. Consideration to adopt Resolution No. 11-22 adopting the Official Zoning Map of the Village of Elk Grove Village as of December 27, 2021.

(This Resolution adopts the map as the Official Zoning Map of the Village of Elk Grove Village as of December 31, 2021.

(The map will be placed on file in the Office of the Village Clerk.)

h. Consideration to adopt Resolution No. 12-22 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 2200 Devon Avenue.

(The Law Offices of Sarnoff and Baccash, on behalf of their client Blue Diamond Ventures, LLC, (Applicant) are seeking a Cook County Class 6B property tax exemption for property located at 2200 Devon Avenue.

(The Applicant intends to purchase a 36,300 square foot building that has been vacant since August of 2021.

(The Applicant intends to rehabilitate the building and utilize it for their operations, P&A Drivetrain & Machine Inc. doing business as Drivetrain Service & Components Inc.

Drivetrain re-manufactures transmissions and differentials for heavy-duty vehicles. The owner of the business was a former employee who bought the company and has grown the business to become a trusted industry leader.

(The Applicant currently leases space in Bensenville, DuPage County. Due to business expansion, Drivetrain plans to occupy the building and bring thirty employees to Elk Grove Village. Additionally, Drivetrain plans to hire approximately ten more employees over the next three years.

(The Applicant intends to spend approximately \$100,000 to \$200,000 on refurbishing the property, including replacing the dock, resurfacing the parking lot, refurbishing the façade, replacing the front walkway, adding new landscaping, and adding new illuminated company signage.

(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 and occupation of a vacant building with significant rehabilitation and special circumstances.

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

(Upon approval, the Director of Business Development 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**

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

- a. Consideration of a petition submitted for a Special Use Permit to operate a religious institution at 1021-1041 Bonaventure Drive.  
(A Public Hearing date is yet to be established.)
- 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 22-1 - Consideration of a petition submitted by Kaleb Jordan from Corgan, for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations and heights of fences in industrial zoning districts for property located at 1925 Busse Road. (PH 2-10-2022)

- b. ZBA Docket 22-2 - Consideration of a petition submitted by Taras Napora for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted shed heights in residential areas for property located at 164 Willow Lane. (PH 2-10-2022)
- c. ZBA Docket 22-3 - Consideration of a petition submitted by Rafal Zalewski for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted shed size in residential zoning districts for property located at 945 Wilshire. (PH 2-10-2022)

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

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

**12. CAPITAL IMPROVEMENTS COMMITTEE - Trustee Schmidt**

- a. 2022 Roadway Rehabilitation Plan and Capital Improvements Project

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

**14. YOUTH COMMITTEE - Trustee Franke**

**15. INFORMATION COMMITTEE - Trustee Miller**

**16. BUSINESS LEADERS FORUMS - Trustee Schmidt**

**17. HEALTH & COMMUNITY SERVICES - Trustee Prochno**

**18. PERSONNEL COMMITTEE - Trustee Franke**

- a. Personnel Manual Update

**19. AIRPORT UPDATE**

**20. PARADE COMMITTEE - Mayor Johnson**

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

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

**23. LIQUOR COMMISSION - Mayor Johnson**

**24. REPORT FROM VILLAGE MANAGER**

**25. REPORT FROM VILLAGE CLERK**

**26. UNFINISHED BUSINESS**

- 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**

## **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 APPROPRIATING FUNDS IN THE AMOUNT OF \$390,897 FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING LOCAL MATCH AND AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

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 "Local Public Agency Agreement For Federal Participation," a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

**Section 2:** That the Mayor and Board of Trustees of Elk Grove Village authorized three hundred and ninety thousand, eight hundred ninety-seven dollars (\$390,897) or as much may be needed to match Federal funds in the completion of MFT Section Number 21-00074-00-RS.

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

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

VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2022

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2022

APPROVED:

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

ATTEST:

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





**Local Public Agency Agreement  
for Federal Participation**



**LOCAL PUBLIC AGENCY**

Local Public Agency		County	Section Number
Village of Elk Grove Village		Cook	21-00074-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP-L		CMAP	03-20-0031

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

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-165-21	EXSB(004)				

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

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
Biesterfield Road	FAU 1338	0.5 miles	From	To
			3.73	4.23

Location Termini

West Village Limit to Meacham Road

Current Jurisdiction	Existing Structure Number(s)	Add Location
LPA		Remove

**PROJECT DESCRIPTION**

The work consists of pavement patching and resurfacing with HMA surface and binder course, ADA ramp construction, bike path construction, detector loop replacement, pavement markings, signing, and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

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

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

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

Check One

METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

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

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

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
  19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
  20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
  21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
  22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
  23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
  24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
  25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
  26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
  27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
  28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

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

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

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

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

**IT IS MUTUALLY AGREED:**

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

**ADDENDA**

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

	1. Location Map
	2. Division of Cost
-	3. LPA Appropriation Resolution
-	4. GATA Reporting
Add Row	

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

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Craig B. Johnson

Title of Official

Mayor

Signature

Date

--	--

The above signature certifies the agency's Tin number is

366009201 conducting business as a Governmental Entity.

Duns Number 072316581

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:

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

Date

--	--

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

Date

--	--

Yongsu Kim, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

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

**ADDENDA NUMBER 2**

Local Public Agency <b>Village of Elk Grove Village</b>	County <b>Cook</b>	Section Number <b>21-00074-00-RS</b>
<b>Construction</b>	<b>Engineering</b>	<b>Right of Way</b>
Job Number <b>C-91-165-21</b>	Project Number <b>EXSB(004)</b>	Job Number
Job Number	Project Number	Project Number

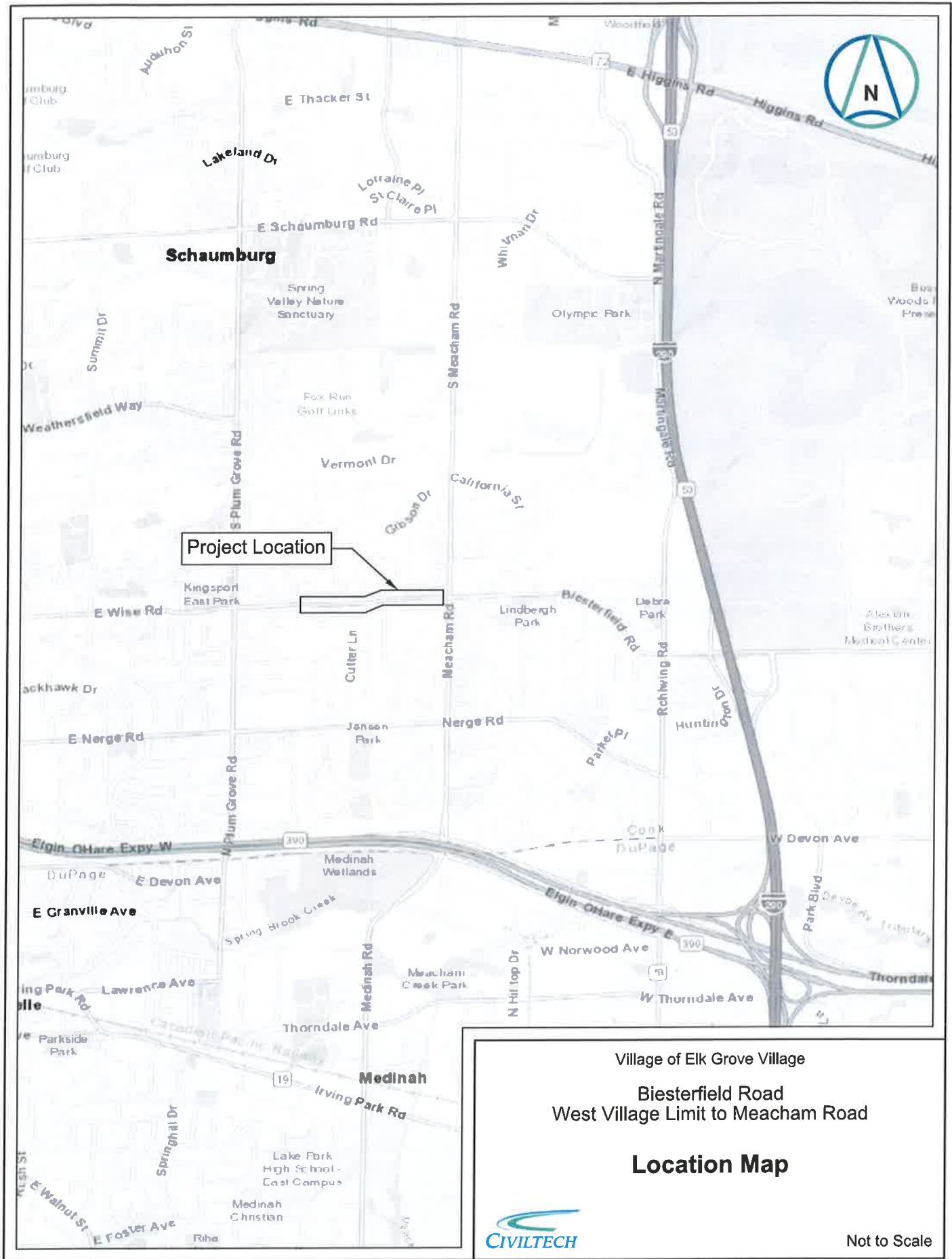
**DIVISION OF COST**

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Participating Construction	STU	\$611,194.00	*				RBI	\$203,731.00	BAL	\$814,925.00
- Non-Participating Construction							RBI	\$70,840.00	100%	\$70,840.00
- Construction Engineering	STU	\$87,244.00	*				RBI	\$29,082.00	BAL	\$116,326.00
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<b>Add</b>	<b>Total</b>	<b>\$698,438.00</b>		<b>Total</b>			<b>Total</b>	<b>\$303,653.00</b>		<b>\$1,002,091.00</b>

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:

Maximum FHWA (STP-L) participation 75% not to exceed \$751,410.

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



Village of Elk Grove Village  
 Biesterfield Road  
 West Village Limit to Meacham Road

**Location Map**



Not to Scale



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number, Resolution Type (Original), Section Number (23-00000-00-GM)

BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Elk Grove Village Illinois that there is hereby appropriated the sum of One Million

Fifty Thousand and 00/100 Dollars (\$1,050,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/22 to 04/30/23

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Elk Grove Village shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Loretta M. Murphy Village Clerk in and for said Village of Elk Grove Village in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Mayor and Board of Trustees of Elk Grove Village at a meeting held on 02/08/22

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 8th day of February, 2022

(SEAL)

Clerk Signature

APPROVED

Regional Engineer Department of Transportation Date



## Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

**Three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District

## 2022 ROADWAY MAINTENANCE PROGRAM

RESIDENTIAL STREET RESURFACING (MFT & CAPITAL PROJECT FUND)						
Street	Begin	End	Surface Rank	Length (ft)	FY22	
CHESTER LANE	ROBIN DRIVE	HELEN LANE	60	741	\$	61,681
CLEARMONT DRIVE	RIDGE AVENUE	TONNE ROAD	73	2,390	\$	198,944
COTTONWOOD DRIVE	REDWOOD AVENUE	FLEETWOOD LANE	67	751	\$	62,513
CREST AVENUE	WILDWOOD ROAD	LANDMEIER ROAD	56	2,570	\$	213,927
DAVID LANE	BIESTERFIELD ROAD	TIMBER DRIVE	68	1,211	\$	100,804
DEEPWOOD COURT	OLD MILL LANE	NORTH END	72	589	\$	49,028
DIANE LANE	SOUTHEAST END	NORTHWEST END	51	1,415	\$	117,785
FLEETWOOD LANE	REDWOOD AVENUE	LANDMEIER ROAD	63	1,357	\$	112,957
HELEN LANE	DIANE LANE	ROHLWING ROAD	62	499	\$	41,537
HOME AVENUE	NERGE ROAD	NORTH END	41	1,050	\$	87,402
LINCOLN STREET	MARTHA STREET	VILLAGE LIMITS	85	614	\$	51,109
LITTLE FALLS COURT	TALBOTS LANE	WEST END	71	621	\$	51,692
MARTHA STREET	BIESTERFIELD ROAD	LINCOLN STREET	61	737	\$	61,348
MAYFAIR COURT	PARK BOULEVARD	PARK BOULEVARD	65	721	\$	60,016
OLD CREEK COURT	TALBOTS LANE	SOUTH END	62	271	\$	22,558
OLD MILL LANE	PARK BOULEVARD	TALBOTS LANE	59	1,599	\$	133,101
PARK BOULEVARD	DEVON AVENUE	NORTH END	58	2,236	\$	186,125
REDWOOD AVENUE	FLEETWOOD LANE	EAST END	59	1,776	\$	147,834
ROBIN DRIVE	DEBRA LANE	EAST END	56	1,028	\$	85,571
ROCKWOOD DRIVE	SHADYWOOD LANE	REDWOOD AVENUE	65	502	\$	41,786
SAVOY COURT	PARK BOULEVARD	PARK BOULEVARD	67	641	\$	53,357
SPRING CREEK COURT	NORTH END	TALBOTS LANE	72	687	\$	57,186
STONEBROOK COURT	OLD MILL LANE	SOUTHEAST END	76	359	\$	29,883
TALBOTS LANE	PARK BOULEVARD	PARK BOULEVARD	69	1,952	\$	162,484
TIMBER DRIVE	DAVID LANE	ROHLWING ROAD	51	504	\$	41,953
WALNUT LANE	WEST END	RIDGE AVENUE	51	1,300	\$	108,212
WILMA LANE	TIMBER DRIVE	DAVID LANE	57	1,253	\$	104,300
<b>RESIDENTIAL PROGRAM ESTIMATE (5.6 Miles)</b>					<b>\$</b>	<b>2,445,092</b>

BUSINESS PARK STREET RESURFACING (BLF)						
Street	Begin	End	Surface Rank	Length (ft)	FY22	
BRUMMEL AVENUE	BUSSE ROAD	LIVELY BOULEVARD	61	2,530	\$	237,010
CARMEN DRIVE	COYLE LANE	OLD HIGGINS ROAD	69	1,647	\$	154,291
CRISS CIRCLE	BOND STREET	LEE STREET	57	986	\$	92,368
COYLE LANE	ELMHURST ROAD	CARMEN DRIVE	67	943	\$	88,340
GREENLEAF AVENUE	NICHOLAS BOULEVARD	1000' EAST OF BUSSE ROAD	57	1,769	\$	165,720
GREENLEAF AVENUE	ELMHURST ROAD	NICHOLAS BOULEVARD	60	2,507	\$	234,856
GREENLEAF AVENUE	CARMEN DRIVE	ELMHURST ROAD	60	969	\$	90,776
LEE STREET	CRISS CIRCLE	KING STREET	59	2,182	\$	204,410
SCOTT STREET	LEE STREET	E. HIGGINS ROAD	63	1,945	\$	182,208
<b>BUSINESS PARK PROGRAM ESTIMATE (2.9 Miles)</b>					<b>\$</b>	<b>1,449,979</b>

**Arlington Heights Road (Newport Avenue to Brantwood Avenue) Rehabilitation (1.2 Miles)** **\$ 5,941,156**

*Project to be reimbursed by Cook County Department of Transportation Highway Department. Village share of project is \$886,405.*

**Biesterfield Road (Village Limits to Meacham) Resurfacing (0.5 Miles)** **\$ 877,865**

*Project will utilize REBUILD Illinois Funds*

**TOTAL ROADWAY IMPROVEMENTS (10.2 Miles)** **\$ 10,714,092**

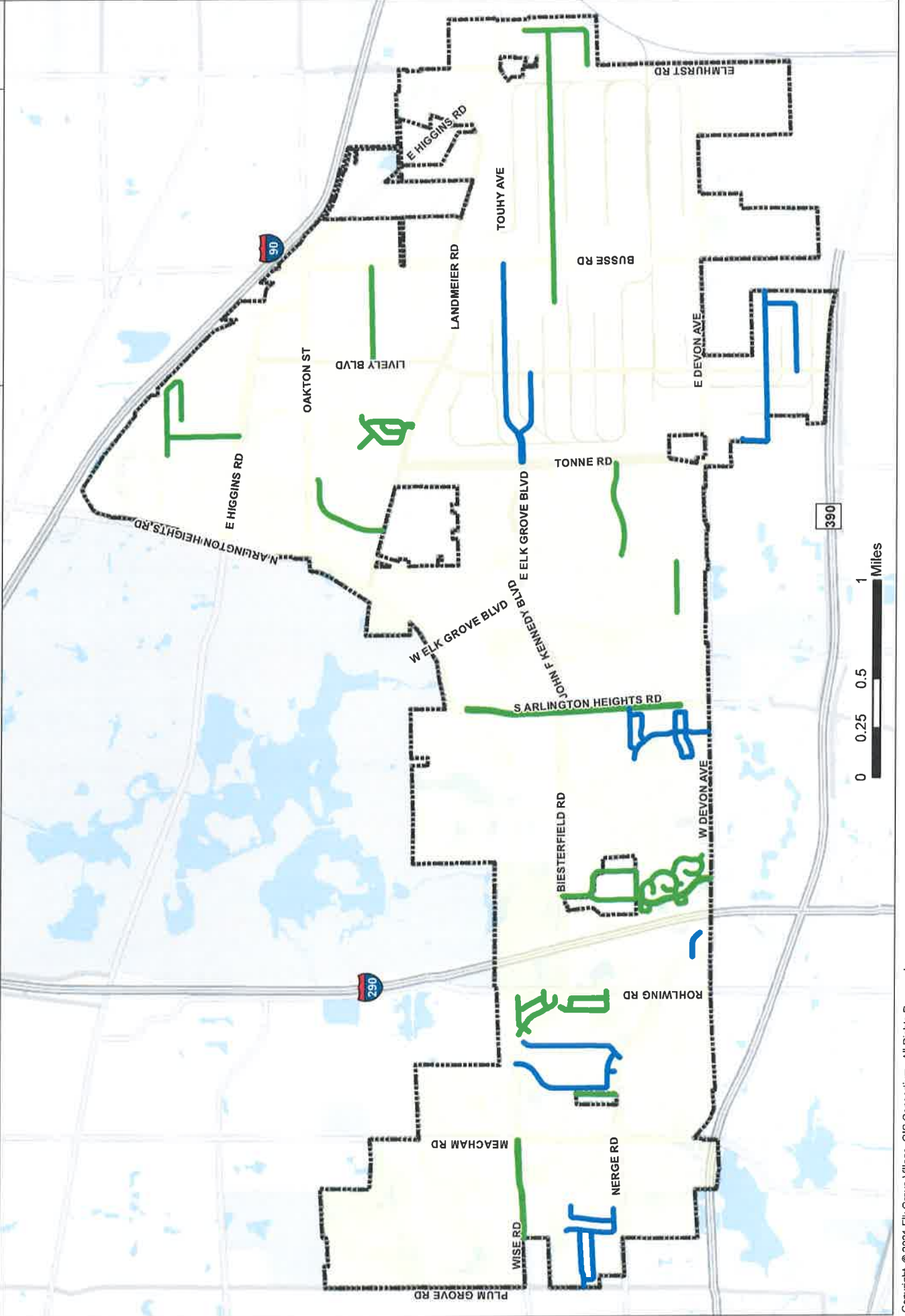
## 2022 ROADWAY MAINTENANCE PROGRAM

PAVEMENT REJUVENATION (BLF & GENERAL FUND)				
Street	Begin	End	Length (ft)	FY21-22
<b>RESIDENTIAL STREETS (GENERAL FUND)</b>				
Anders Drive	South Glenn Trail	Nerge Road	202	
Brandywine Avenue	Arlington Heights Road	Somerset Lane	1,210	
Cardinal Lane	Cutter Lane	Galleon Lane	1,437	
Cumberland Circle East	Somerset Lane	Somerset Lane	1,279	
Cumberland Circle West	Somerset Lane	Somerset Lane	1,654	
Galleon Lane	Long Boat Drive	Cutter Lane	1,880	
Grissom Trail	Nerge Road	Biesterfield Road	2,780	
Hawk Lane	Oriole Drive	Galleon Lane	1,275	
Oriole Drive	Galleon Lane	Plum Grove Road	1,565	
Somerset Lane	Wellington Avenue	Devon Avenue	2,382	
South Glenn Trail	West Glenn Trail	Grissom Trail	974	
Tottenham Lane	Somerset Lane	Brandywine Avenue	1,022	
West Glenn Trail	Biesterfield Road	South Glenn Trail	2,709	
<b>BUSINESS PARK STREETS (BLF FUND)</b>				
Allan Drive	North End	Mark Street	650	
Bonaventure Drive	Nerge Road	East End	694	
Estes Avenue	Touhy Avenue	Lively Boulevard	2,000	
Katherine Way	Kirk Street	Mark Street	791	
Kirk Street	Lively Boulevard	Katherine Way	1,796	
Mark Street	Allan Drive	Village Limits	4,000	
Touhy Avenue	Tonne Road	Lively Boulevard	2,511	
Touhy Avenue	Lively Boulevard	Busse Road	2,930	
<b>TOTAL PAVEMENT REJUVENATION PROGRAM (6.8 Miles)</b>			<b>\$</b>	<b>225,000</b>



# 2022 Roadway Maintenance Program

- Street Resurfacing
- Pavement Rejuvenation



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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK, A BODY POLITIC, AND CORPORATE OF THE STATE OF ILLINOIS, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, AND THE VILLAGE OF ELK GROVE VILLAGE FOR THE ARLINGTON HEIGHTS ROAD REHABILITATION PROJECT**

---

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

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

**“INTERGOVERNMENTAL AGREEMENT”**

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 \_\_\_\_\_ 2022

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2022

APPROVED:

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

ATTEST:

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

## INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

Arlington Heights Road  
Turner Avenue to Brantwood Avenue  
Section: 20-V6937-00-PV

VILLAGE OF ELK GROVE VILLAGE

**This Intergovernmental Agreement** (the "Agreement") is made and entered into by and between the County of Cook, a body politic and corporate of the State of Illinois (the "County"), acting by and through its Department of Transportation and Highways (the "Department"), and the Village of Elk Grove Village, a municipal corporation of the State of Illinois (the "Village"). The County and the Village are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize and encourage intergovernmental cooperation; and

**WHEREAS**, the County and the Village are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

**WHEREAS**, the Parties desire to enter into an intergovernmental partnership to realize improvements to Arlington Heights Road from Turner Avenue to Brantwood Avenue (the "Project"); and

**WHEREAS**, Arlington Heights Road is under the jurisdiction of the County and is a heavily traveled route through Elk Grove Village with commercial and residential properties; and

**WHEREAS**, the Village owns facilities within County right-of-way, said facilities were installed by permit and subject to the terms and conditions of the County permit for occupation within said right-of-way; and

**WHEREAS**, the scope of work for the Project may include, but not be limited to, the following:

- Convert Arlington Heights Road's existing 52-foot wide, four lane with a 4-foot corrugated median roadway cross section into a 5-lane cross section with a center bi-directional turn lane.
- Pavement patching, curb and gutter replacement, HMA overlay, drainage improvements, pavement markings, ADA ramps, pedestrian signal modifications, sidewalk, traffic signals, streetlights, landscaping, retaining walls and all other work necessary to complete the improvements in accordance with the approved construction plans and specifications; and

**WHEREAS**, the Parties by this instrument shall determine and establish their respective responsibilities for design engineering, construction, construction engineering, land acquisition, funding and maintenance of the Project.

**NOW, THEREFORE**, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

### **SECTION 1. INCORPORATION OF RECITALS**

The above recitals are incorporated into this Agreement as if fully set forth herein.

### **SECTION 2. TERM AND TERMINATION**

This Agreement between the County and the Village shall not become effective unless authorized by the Cook County Board of Commissioners and executed by the Cook County Board President and an authorized representative of the Village. This Agreement is a legal, valid and binding agreement, enforceable against the Village and, once duly authorized and executed by the Cook County Board of Commissioners, against the County, in accordance with its terms. This Agreement shall terminate upon completion of the Project and final reimbursement by the County as hereinafter stipulated. Notwithstanding the foregoing, the Parties hereto agree that the maintenance provisions of Sections 4.7 and 5.5 herein shall survive termination of this Agreement, unless expressly terminated by the Parties.

This Agreement and the covenants contained herein shall become null and void in the event that a contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this Agreement by the County.

### **SECTION 3. PROJECT FUNDS**

- 3.1 Village's Share of the Project. The Village shall finance the Project subject to reimbursement by the County as herein stipulated. The Village's share of the Project shall be equal to the actual cost for preliminary and design engineering, construction, and construction engineering less the County's share of the Project. The Village's total cost for the Project, minus the County share for County construction work, is estimated as Two Million One Hundred Thirty-Two Thousand One Hundred Forty-Six Dollars (\$2,132,146)
- 3.2 County's Share of the Project. The County agrees to reimburse the Village for the actual cost of the County's work, as shown in the Cost Breakdown (Exhibit A). The County's total construction cost for the Project is estimated as Five Million Fifty-Four Thousand Seven Hundred Fifty-One Dollars (\$5,054,751)
- 3.3 Cost Estimates. The Cost Breakdown is only an estimate and does not limit the financial obligations of the Parties as described in Sections 3.1 through 3.2 above.
- 3.4 Substitutions and/or Substitute Work. Bid work or materials may be requested in writing to be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the Village will cause said substitute work and/or materials be included in the Project. Each Party will pay the costs of substitutions for their associated work items.
- 3.5 Additional Work. Additional work may be requested to be added in writing. Provided that the additional work does not unreasonably delay the Project schedule, the Village will cause said additional work be included in the Project. Additional work will be paid for by force account or agreed unit price. Each Party will pay the costs of additional work for their associated work items.

## SECTION 4. VILLAGE'S RESPONSIBILITIES

- 4.1 Design Engineering. The Village shall design, prepare construction plans, specifications, estimates and contract documents for the Project.
- 4.1.1 The Village shall design plans and specifications using County standards; and, said design plans shall be approved by both the Village and the County.
- 4.1.2 The Village shall define land acquisition needs for temporary easements for the Project and shall acquire said temporary easements.
- 4.1.3 The Village shall require utility companies to relocate all facilities within the County's right-of-way that are in conflict with the improvements at no cost to the Project.
- 4.1.4 The Village shall be responsible for ensuring that all permits necessary for the Project are secured.
- 4.2 Construction.
- 4.2.1 The Village shall advertise and receive bids, let, award, and cause the Project to be built in accordance with the approved Project construction plans, specifications and construction contract.
- 4.2.2 Subsequent to the award of the construction contract, and before any work is started on the Project, a pre-construction conference shall be held between the Village, County, interested contractor(s), and the affected utility agencies, at a time and place as designated by the Village's representative, for the purpose of coordinating the work to be performed by the several contingents, and at which time a schedule of operations will be adopted.
- 4.2.3 The Village shall coordinate localized public notification of driveway and side street closures, and detour plans with residents, schools, businesses and emergency services.
- 4.3 Construction Engineering. Construction engineering services for the Project shall be performed by a qualified consultant(s) under contract with the Village. The Village shall utilize a Qualifications-Based Selection (QBS) process in selecting its consultant. The QBS process must comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions set forth in 40 U.S.C. § 1101 et seq. and 23 CFR Part 172. The Village shall forward a copy of the construction engineering contract to the County upon execution.
- 4.4 Village Infrastructure.
- 4.4.1 The Village shall remove and replace existing sidewalk which interferes with construction as part of the Project, and the cost of said sidewalk shall be shared as fifty percent (50%) Village and fifty percent (50%) County. Costs shall include sidewalk, subbase granular material, protective coat, detectable warnings, and sidewalk removal. All proposed curb ramps shall be inspected after construction. IDOT form D1 PD0031 (ADA/PROWAG Inspection Sheet) shall be filled out for each location. If there are any deficiencies, the deficiencies shall be fixed and the form re-filled out for the location until the curb ramp is compliant. A copy of the final form signed by the maintaining agency (i.e., the municipality) shall be submitted to the



Department's ADA Coordinator at [ADA.Coordinator@cookcountyil.gov](mailto:ADA.Coordinator@cookcountyil.gov). The submittal of the IDOT form D1 PD0031 is a requirement before final payment is made.

- 4.4.2 The Village shall install decorative crosswalks on the side street approaches to Arlington Heights Road and at the intersection of Arlington Heights Road and Biesterfield Road / JFK Boulevard, and the cost of said decorative crosswalks shall be one hundred percent (100%) Village cost.
- 4.4.3 The Village shall install decorative and landscaped median surfaces, and the cost of said median surfaces shall be one hundred percent (100%) Village cost.
- 4.5 Public Notification of Project. The Village will post notifications of the Project scope, timing and duration through its municipal newsletter, website, etc.
- 4.6 Notification of Final Inspection. The Village shall provide the County fourteen (14) days' advance notice of the Final Inspection of all work constructed as part of the Project ("Final Inspection").
- 4.7 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the Village and the County, the Village shall:
  - 4.7.1 Continue to own, operate, and maintain any sidewalk(s) installed or improved as part of the Project, in compliance with the Americans with Disabilities Act (ADA), Public Right of Way Accessibility Guidelines (PROWAG), and any other federal and/or state laws and regulations. Maintenance responsibilities include, but are not limited, maintenance and repair of surfaces, including grinding, removal and replacement of sidewalks, and removal of weeds and/or debris.
  - 4.7.2 Maintain any crosswalk(s) installed or improved as part of the Project, in accordance with the Decorative Crosswalk Maintenance Plan (the "Maintenance Plan") attached as Exhibit B. The County reserves the right to repair or replace, or to direct the Village to repair or replace, any crosswalk markings that are: (i) not consistent with the standards set forth under the ADA and/or Manual on Uniform Traffic Control Devices for Streets and Highways, (ii) deemed by the County, in its sole judgment, to have fallen into a state of disrepair, and/or (iii) conflict with the requirements set forth in the Maintenance Plan. The Village shall be responsible for all costs associated with repairing and/or replacing said crosswalk markings, whether such work is performed by the County or the Village.
  - 4.7.3 Continue to own, operate, and maintain the retaining walls and handrails installed or improved as part of the Project.
  - 4.7.4 Maintain the decorative and landscaped median surfaces installed as part of the Project. Any requests for increased landscaping (trees, shrubs, perennials) should be submitted in a written request to the County.
  - 4.7.5 Own, operate, and maintain the Village street lighting, and be responsible for the cost of electrical energy supply for street lighting.
  - 4.7.6 Maintain aesthetic elements on concrete surfaces, such as stain and formliner.

- 4.7.7 Pay the County fifty percent (50%) of the maintenance charges for the traffic signal at Arlington Heights Road and Biesterfield Road within thirty (30) days of the County's quarterly statement.
- 4.7.8 Pay fifty percent (50%) of the electrical energy charges to Commonwealth Edison Company for the traffic signal at Arlington Heights Road at Biesterfield Road.
- 4.7.9 Be responsible for one hundred percent (100%) of the maintenance costs of the EVPD systems. The Village shall own the EVPD equipment at Arlington Heights Road at Biesterfield Road. By execution of this Agreement, the Village acknowledges that it shall not have access to or on the County's traffic signals at Arlington Heights Road at Biesterfield Road. The County will monitor the operational status of the EVPD system at no cost to the Village and will inform the Village should it detect a fault with the EVPD system's operation. In the event the County detects fault with the operation of the EVPD system at Arlington Heights Road at Biesterfield Road, the Village shall enter into an agreement with a contractor prequalified by IDOT in the following category: Electrical, for repair or removal and replacement of the EVPD system.
- 4.7.10 Be responsible for one hundred percent (100%) of the costs for any future painting of traffic signal equipment, for any and all claims for painting warranty repair work, and for painting of any replacement pieces of traffic signal equipment. For all future painting and/or touch-ups, or any painting-related repairs at Arlington Heights Road at Biesterfield Road, the Village shall enter into an agreement with a contractor prequalified by IDOT in the following category: Electrical.

Acknowledge that the color of the traffic signal equipment shall be black; however, the traffic signal control cabinet, traffic signal heads and pedestrian signal head latching devices shall not be painted.

Acknowledge that the County has the right to inspect all aspects of preparation and painting and to reject any unsatisfactory work.

- 4.8 Indemnification. By execution of this Agreement, the Village agrees to defend, indemnify and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to claims arising out of or incident to the construction, use, repair and or maintenance of the sidewalk installed or improved under this Agreement and/or the acts, errors or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Parties, excluding any loss or damage caused by any negligence on the part of the County relating to said improvements or existing sidewalk.

## **SECTION 5. COUNTY'S OBLIGATIONS**

- 5.1 Time of the Essence. The obligations of the County as set forth in this Section 5 shall be performed in a timely manner such that it will not result in a delay of the Project timetable as determined by the Village.
- 5.2 County Right-of-Way. The County shall allow the Village reasonable access to the County owned right-of-way or utility easements for the purposes of constructing the Project.

5.3 Coordination with the Village.

5.3.1 The County shall review and approve the plans and specifications, which affect the County's roadway, within thirty (30) calendar days of receipt thereof. If the Village does not receive comments or objections from the County within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the County shall mean they agree with all specifications in the plans, including alignment and location of the Project. In the event of disapproval, the County will detail in writing its objections to the proposed plans and specifications for review and consideration by the Village. The Parties shall work cooperatively to address and resolve any review comments and/or objections raised by the County. Any dispute(s) concerning the plans and specifications shall be resolved in accordance with Section 6.11 of this Agreement.

5.3.2 The County shall have the opportunity to review and approve contractor submittals prior to installation of any work items. The County shall have the opportunity to be involved in construction of the Project, shall assign a representative to coordinate and monitor the work under construction, and bring to the attention of the Village's Resident Engineer any matters of concern with respect to same.

5.4 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the Village (subject to the provisions of notice as required by Section 4.6 of this Agreement). The County shall not cause a condition that would unreasonably delay the Final Inspection. The County shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the Village.

5.5 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the Village and the County, the County shall:

5.5.1 Continue to own, operate and maintain Arlington Heights Road from Turner Avenue to Brantwood Avenue.

5.5.2 Continue to own, operate, and maintain the traffic signal at Arlington Heights Road at Biesterfield Road, cause it to be maintained and energized, and be responsible for all settings and timings. The Village will continue to be billed for their share of maintenance charges by the County. The Village will continue to pay their share of the electrical energy charges to Commonwealth Edison.

5.6 Payment to the Village. The costs that the County are obligated to pay as described in Section 3 and the attached Exhibit A shall be paid in three (3) installments as follows:

5.6.1 The first installment in the amount of Two Million Five Hundred Twenty-Seven Thousand Three Hundred Seventy-Six Dollars (\$2,527,376) shall be invoiced by the Village within ninety (90) days following the contract award, and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.

5.6.2 The second installment in the amount of One Million Two Hundred Sixty-Three Thousand Six Hundred Eighty-Eight Dollars (\$1,263,688) shall be invoiced by the Village at 75% completion of the Project and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.

- 5.6.3 The third and final installment for the remaining balance of the County's total financial obligation for the Project, based upon the actual quantities used and the contract unit prices as awarded, shall be invoiced by the Village subsequent to completion of the Project, and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.
- 5.6.4 In order to receive final reimbursement from the County, the Village must submit the following documentation along with the final invoice: (i) a cover letter addressed to the Department's Bureau Chief of Construction, including the name of the Project and its associated section number; (ii) copies of all cancelled checks paid to the contractor(s) and/or consultant(s) (or copies of the associated bank ledgers reflecting the payments), or a letter(s) from the contractor(s) and/or consultant(s) confirming payment was received for the service(s) rendered; and (iii) copies of all associated invoices submitted to the Village by the contractor(s) and/or consultant(s) for the service(s) rendered.
- 5.6.5 If the documentation submitted by the Village for final reimbursement is reasonably deemed by the County as not sufficiently documenting the work completed, the County may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement.

## SECTION 6. GENERAL PROVISIONS

- 6.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 6.2 Default. The Village shall be in default hereunder in the event of a material breach by the Village of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Village has failed to cure such breach within thirty (30) days after written notice of breach is given to Village by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the Village shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the Village, the County shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the Village.
- The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the County has failed to cure such breach within thirty (30) days after written notice of breach is given to the County by the Village, setting forth the nature of such breach. Failure of Village to give written notice of breach to the County shall not be deemed to be a waiver of the Village's right to assert such breach at a later time. Upon default by the County, the Village shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the County.
- 6.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in

this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

- 6.4 Binding Successors. The County and the Village agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 6.5 Force Majeure. Neither the County nor the Village shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- 6.6 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first-class mail.

TO THE COUNTY:

Ms. Jennifer (Sis) Killen, P.E., PTOE  
Superintendent  
Cook County Department of Transportation and Highways  
69 West Washington, 24<sup>th</sup> Floor  
Chicago, IL 60602  
312-603-1600  
[Jennifer.Killen@cookcountyil.gov](mailto:Jennifer.Killen@cookcountyil.gov)

TO ELK GROVE VILLAGE:

Mr. Raymond R. Rummel  
Village Manager  
Village of Elk Grove Village  
901 Wellington Avenue  
Elk Grove Village, IL 60007  
847-439-3900  
[RRummel@elkgrove.org](mailto:RRummel@elkgrove.org)

- 6.7 Insurance. The Village shall require that the County, their agents, officers and employees be included as additional insured parties in the General Liability Insurance that the Village requires of its contractor(s) and that the County be added as an additional protected Party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- 6.8 Section Headings. The descriptive headings of various sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 6.9 Entire Agreement. This Agreement constitutes the entire agreement between the County and the Village, merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

INTERGOVERNMENTAL AGREEMENT

Arlington Heights Road – Turner Avenue to Brantwood Avenue

Section: 20-V6937-00-PV

- 6.10 Counterparts. 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.
- 6.11 Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of the performance of this Agreement, the Parties hereto shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the Parties cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the Department's Superintendent shall be final.
- 6.12 Records Maintenance. The Village shall maintain during the term of this Agreement and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with County funds; a general ledger that supports the costs being charged to the County; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.
- 6.13 Reviews and Audits. The Village shall give the County access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of County funds under this Agreement to necessitate any reviews or audits.

INTERGOVERNMENTAL AGREEMENT  
Arlington Heights Road – Turner Avenue to Brantwood Avenue  
Section: 20-V6937-00-PV

**IN WITNESS WHEREOF**, the County and the Village have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

EXECUTED BY  
VILLAGE OF ELK GROVE VILLAGE:

\_\_\_\_\_  
Toni Preckwinkle  
President  
Cook County Board of Commissioners

\_\_\_\_\_  
Craig B. Johnson  
Mayor

This \_\_\_ day of \_\_\_\_\_ A.D. 2022.

This \_\_\_ day of \_\_\_\_\_ A.D. 2022.

ATTEST: \_\_\_\_\_  
County Clerk

ATTEST: \_\_\_\_\_  
Village Clerk

(SEAL)

(SEAL)

-----  
RECOMMENDED BY:

APPROVED AS TO FORM:  
Kimberly M. Foxx, State's Attorney

\_\_\_\_\_  
Jennifer "Sis" Killen, P.E., PTOE  
Superintendent  
County of Cook  
Department of Transportation and Highways

\_\_\_\_\_  
Assistant State's Attorney

<b>EXHIBIT A: SUMMARY TABLE ARLINGTON HEIGHTS ROAD – ESTIMATED COST BREAKDOWN</b>		
ITEM SUBTOTAL	ELK GROVE VILLAGE	COOK COUNTY
	TOTAL	TOTAL
Pavement (Overlay and Side Streets)	\$ -	\$ 1,497,318
Pavement Patching	\$ -	\$ 735,775
Curb and Gutter / Median	\$ -	\$ 369,091
Driveways	\$ -	\$ 149,637
Sidewalk	\$ 377,107	\$ 377,107
Earthwork	\$ -	\$ 106,520
Drainage	\$ -	\$ 365,143
Retaining Wall Replacement	\$ -	\$ 600,970
Signing	\$ -	\$ 50,670
Striping	\$ -	\$ 61,074
Decorative Crosswalk Striping	\$ 140,400	\$ -
Decorative Median Surface	\$ 72,945	\$ -
Traffic Signals	\$ -	\$66,886
Erosion Control	\$ -	\$60,375
Roadway Lighting	\$ 88,403	\$ -
Landscape Restoration	\$ -	\$ 79,933
Landscape Enhancements	\$ 207,550	
Traffic Control and Protection	\$ -	\$ 442,252
Engineer's Field Office	\$ -	\$42,000
Construction Layout	\$ -	\$50,000
<b>SUB-TOTAL CONSTRUCTION COST</b>	<b>\$ 886,405</b>	<b>\$ 5,054,751</b>
DESIGN ENGINEERING	\$ 482,802	\$ -
TEMPORARY EASEMENT ACQUISITION	\$ 50,000	\$ -
CONSTRUCTION ENGINEERING (12% of total construction cost of listed items)	\$ 712,939	\$ -
<b>SUB-TOTAL COST SHARE</b>	<b>\$2,132,146</b>	<b>\$ 5,054,751</b>
<b>GRAND TOTAL ESTIMATED PROJECT COST</b>		<b>\$ 7,186,897</b>



## **Exhibit B – Decorative Crosswalk Maintenance Plan**

Decorative crosswalks will be installed as part of this project along Arlington Heights Road as described below. The description of the item to be used on this project can be reviewed in the attached Enhanced Crosswalk, Special document.

### Locations (see attached plan sheets)

- Newport Avenue – east approach
- Parkchester Drive – west approach
- Clearmont Drive – east approach
- Buckingham Court – west approach
- Brandywine Avenue – west approach
- Biesterfield Road / JFK Boulevard – all four approaches
- Shelley Road – east and west approaches
- Brantwood Avenue – east and west approaches

### Materials

- Preformed thermoplastic

### Pattern (see attached plan sheets)

- Herringbone brick pattern in Dark Brick Red with a Brick Soldier Course border in Dark Brick Red (total width of 6') and 6" Solid White edge lines as shown on the plans (attached).
- Herringbone brick pattern in Dark Brick Red with a Brick Soldier Course border in Dark Brick Red (total width of 8') and 12" Solid White edge lines as shown on the plans (attached).

Future inspection and maintenance of the decorative crosswalks will be the responsibility of Elk Grove Village (Village).

### Inspection Frequency

- Decorative crosswalks shall be inspected on an annual basis by Village staff or a designated consultant.
- The Village will keep a record of the yearly inspections indicating the condition of each decorative crosswalk location.

### Repairs

- Repairs to the striping shall be made when determined by the Village based on the actual condition of the markings.
- Repairs shall consist of removal of damaged or loose pavement markings, cleaning of the underlying pavement, and applying new thermoplastic material per the standards of the manufacturer.

Exhibit B Continued

Full Replacement

- Full decorative crosswalk replacement will be determined by the Village based on actual condition of the crosswalk markings, or after a maximum of 15 years after the initial application.
- If more than 25% of the decorative crosswalk material at a single crossing location does not pass inspection, the entire existing crosswalk material shall be removed and replaced by the Village. Replacement will occur within the one calendar year of the inspection.

Replacement: The top 2" surface of the HMA pavement is to be milled and replaced with a new HMA surface course, and a new preformed thermoplastic crosswalk matching the existing crosswalk style and pattern shall be installed.



Decorative crosswalk installation in Elk Grove Village - 2021

Exhibit B Continued

**ENHANCED CROSSWALK, SPECIAL**

Description. This item consists of the installation of an imprinted aggregate reinforced preformed thermoplastic pavement marking system at crosswalk locations as shown on the plans, as specified herein, and as directed by the Engineer.

Qualifications. The installer performing this work must be trained or approved by the manufacturer of the thermoplastic material specified and must have a minimum of five years' experience with projects of similar scope and quantity. Submit qualifications to the Engineer for review and approval prior to construction.

Submittals. Submit Manufacturer's product data, pattern, and color samples for each product specified to the Engineer for review and approval prior to construction.

Materials. Preformed thermoplastic material shall be TrafficPattensXD manufactured by:

Ennis-Flint, Inc.  
4161 Piedmont Parkway, Suite 370  
Greensboro, NC 27410  
<https://www.ennisflintamericas.com/>

The crosswalks shall have the Standard Herringbone pattern in Dark Brick Red with a Soldier Course border in Dark Brick Red, and Solid White edge lines as shown on the plans. Color and pattern to be approved by the Engineer prior to construction.

Method of Measurement. This work will be measured in place and the area computed per square foot.

Basis of Payment. This work will be paid for at the contract unit price per square foot for ENHANCED CROSSWALK, SPECIAL.

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

**A RESOLUTION ADOPTING THE OFFICIAL ZONING MAP OF THE VILLAGE OF ELK GROVE VILLAGE AS OF DECEMBER 27, 2021**

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:

**Section 1:** That the attached map is declared to be the Official Zoning Map of the Village of Elk Grove Village as of December 27, 2021 and is ordered to be placed on file in the Office of the Village Clerk.

**Section 2:** That said map may be purchased for Five Dollars (\$5.00) at the Office of the Village Clerk, Charles J. Zettek Municipal Building, 901 Wellington Avenue, Elk Grove Village, Illinois 60007-3499.

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

VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

APPROVED:

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

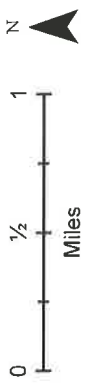
ATTEST:

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

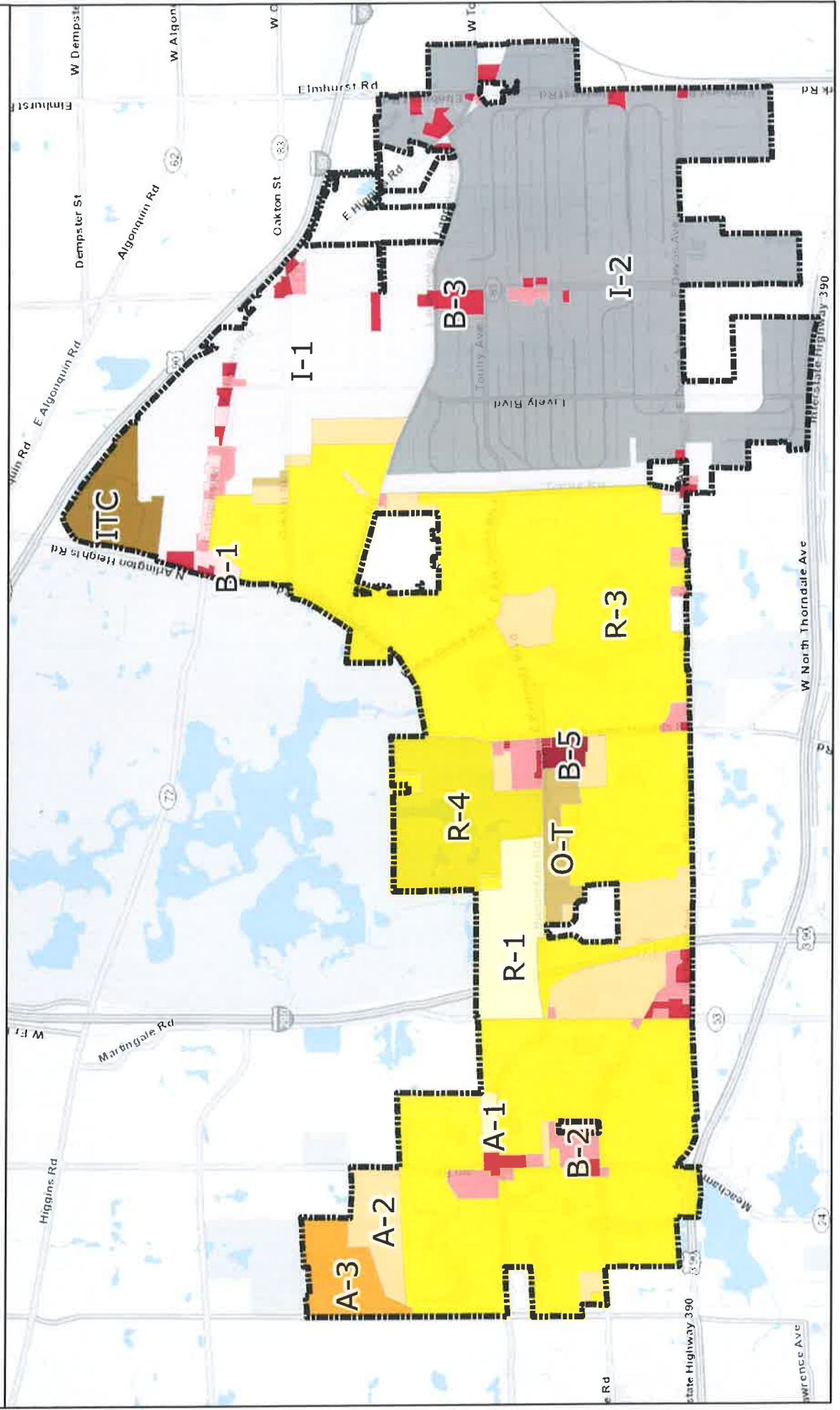


# Elk Grove Village Zoning Map

GIS Consortium  
12/27/2021



- A-1 Multiple-Family Residence District
- A-2 Multiple-Family Residence District
- A-3 Combined Multiple-Family Recreation District
- B-1 Business District (Shopping Center)
- B-2 Business District (General Business)
- B-3 Business District (Automotive)
- B-5 Town Center Shopping District
- I-1 Restricted Industrial District
- I-2 Generalized Industrial District
- ITC Innovation and Technology Center District
- O-T Office/Transitional District
- R-1 Single-Family Residence District
- R-2 Single-Family Residence - None Existing
- R-3 Single-Family Residence District
- R-4 Residence District - Planned Unit Development
- Village Boundary



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 2200 DEVON AVENUE, ELK GROVE VILLAGE, ILLINOIS**

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

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

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

**WHEREAS**, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 2200 Devon Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-35-404-074-0000, and has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

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

**Section 1:** That the request of the Petitioner to have certain real estate located at 2200 Devon Avenue, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-35-404-074-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 1 AND THE SOUTH 15.00 FEET OF LOT 2 IN C. S. RESUBDIVISION OF LOTS 122 TO 124 IN CENTEX INDUSTRIAL PARK UNIT NO. 11 IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

**Section 3:** That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-35-404-074-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

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

- a. Replace the dock;
- b. Resurface the parking lot;
- c. Refurbish the façade;
- d. Replace the front walkway;
- e. Add new landscaping; and
- f. Add new illuminated company signage.

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

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2022**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2022**

**APPROVED:**

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

**ATTEST:**

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

**Special circumstances requested by Blue Diamond Ventures LLC**  
**2200 Devon Ave., Elk Grove Village, Illinois (PINs: 08-35-404-074-0000)**

Blue Diamond Ventures LLC (“Applicant”) is requesting a Resolution supporting and consenting to a Class 6b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances and substantial rehabilitation. The Applicant plans to purchase the subject property and rehabilitate the same for its related entity, P & A Driveline & Machine Inc. d/b/a Drivetrain Service & Components Inc. (“Drivetrain”), to occupy the entire site for its operations consisting of the re-manufacturing, warehousing and distribution of transmissions and differentials.

The subject property is approximately 63,900 square feet with an approximately 36,300 square foot building thereon that has been vacant and unused since August, 2021. Specifically, the property has been merely dead storage and with no employees working therein since August, 2021. The property is in need of substantial rehabilitation. Therefore, the Applicant plans to spend approximately \$100,000 to \$200,000 to immediately rehabilitate and improve the exterior of the subject property. Based on initial inspections the exterior improvements will be to update the landscaping, update/improve the façade, add new LED exterior lighting, tuckpoint, add new signage, install new front side accessible walkway, reconstruct and replace the concrete drive and dock per Elk Grove Village standards and repair/improve the parking lot as well as to complete other general maintenance.

In addition, the Applicant plans to spend approximately \$200,000 to \$350,000 to complete interior development (office and warehouse improvements). Please note that all of the rehabilitation costs could significantly vary depending on a variety of factors such as market variances. Further inspections of the subject property may require additional improvements. The rehabilitation will create approximately 10 to 20 construction jobs.

Drivetrain currently leases the approximately 45,000 square foot building located across the street at 292 Devon Ave. in Bensenville. Drivetrain is growing and needs to expand its operations, and therefore, plans to remain at the 292 Devon Ave. location but expand at the subject property. Currently, Drivetrain has 42 employees (all full-time) and plans to bring 30 of these employees (all full-time) to the subject property and to hire an additional 1 to 2 employees as soon as possible and roughly 8 more over the next 3 years depending on growth. Additionally, Drivetrain will look to hire all qualified Elk Grove Village residents for future hires.

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

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