



AGENDA

REGULAR VILLAGE BOARD MEETING

AUGUST 16, 2022

7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR STEFAN POTUZNICK, CHRISTUS VICTOR LUTHERAN CHURCH)

3. APPROVAL OF MINUTES OF JULY 19, 2022

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: JULY 31, 2022 \$ 4,731,115.85
AUGUST 2, 2022 \$ 199,948.07
AUGUST 16, 2022 \$ 1,875,931.52

6. CONSENT AGENDA

- a. Consideration of a request from the Community Consolidated School District 59, located at 1001 Leicester Road, to waive FY 2022/23 vehicle sticker fees in the amount of \$825.

(The Community Consolidated School District 59 is seeking a waiver of FY 2022/23 vehicle sticker fees for 1 passenger vehicle (\$25), and 16 Class-B trucks (\$800) for a total waiver of \$825.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.

(The Director of Finance recommends approval.)

- b. Consideration of a request from the Rotary Club of Elk Grove Village to waive the fee for a temporary Class D liquor license (\$2,100) for the Village's Oktoberfest on September 16 and 17, 2022.

(The fee for a Class D Liquor License is \$2,100.

(The Rotary Club of Elk Grove Village is coordinating the sale of beer and wine at the

Village's 2022 Oktoberfest.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.)

- c. Consideration to award a professional service contract with Temple Outdoor Decor of Oswego, IL for the Holiday Lighting and Decoration Services contract in the amount of \$52,928 from the General Fund.

(On Friday, July 22, 2022, the Village opened sealed bids for the Holiday Lighting and Decoration Services contract.

(The contract provides for holiday lighting and decorating services at the Municipal Complex.

(The initial term of the contract is for the 2022 Holiday Season, October 2022 through January 2023, with the option of four (4) annual renewals through the 2026 Holiday Season, ending January 31, 2027.

(The lowest responsive and responsible bid was received from Temple Outdoor Decor of Oswego, IL.

(The Director of Public Works recommends approval.)

- d. Consideration to increase the professional service contract with Engineering Enterprises Inc. of Sugar Grove, IL for additional design engineering services needed for the Devon Avenue and Busse Road Intersection Rehabilitation project in the amount of \$43,997 for a total contract of \$148,956 from the Busse-Elmhurst Redevelopment Fund.

(The Village awarded a professional engineering contract to Engineering Enterprises, Inc. at the June 15, 2021 Village Board Meeting for the Devon Avenue and Busse Road Intersection Rehabilitation project.

(During Phase I and Phase II engineering, it was determined that additional analysis and environmental services were required beyond the original scope of services.

(Engineering Enterprises Inc. of Sugar Grove, IL submitted a supplement contract to cover the additional engineering services for the Devon Avenue and Busse Road Intersection Rehabilitation project in the amount of \$43,997 for a total contract of \$148,956.

(Adequate funds are available in the Busse-Elmhurst Redevelopment Fund.

(The Director of Public Works recommends approval.)

- e. Consideration to award a professional service contract with Clauss Brothers, Inc. of Elgin, IL for the Well House Number 11 fall landscape renovation project in the amount of \$89,836.57 from the Water & Sewer Fund.

(On Tuesday, May 31, 2022 the Village opened sealed bids for the Well House Number 11 fall landscape renovation project.

(The project calls for the landscape renovations of Well House Number 11 located at 1689 Virginia Dr. The renovations include the installation of ten (10) new trees, a variety of plants, new mulch, and new sod.

(A total of three (3) contractors obtained bid documents and two (2) contractors submitted a bid.

(The lowest responsive and responsible bid was received in the amount of \$89,836.57 from Clauss Brothers, Inc. of Elgin, IL. They have successfully completed similar projects in the surrounding communities.

(The Director of Public Works recommends approval.)

- f. Consideration to concur with prior authorization to award a purchase contract through the BuyBoard Purchasing Cooperative to Chastang Ford of Houston, TX for the purchase of two (2) Ford F-150 Responder Trucks in the amount of \$97,890 from the Foreign Fire and Capital Replacement Funds.

(The Fire Department has budgeted to purchase two (2) Ford F-150 Responder trucks. The first truck is an addition to the Fire Department fleet to provide the Fire Marshal with a dedicated vehicle. The second truck will replace Unit 155, a 2004 Chevrolet Suburban, which is being replaced due to age and wear.

(Due to the effects of global supply chain issues, it has become necessary to seek contracts outside of the State of Illinois in order to procure needed vehicles in a timely manner.

(The Ford F-150 Responder is available through the BuyBoard Purchasing Cooperative from Chastang Ford of Houston, TX for the amount of \$48,945 each.

(Sufficient funds are available in the Foreign Fire and Capital Replacement Funds.

(The Director of Public Works recommends approval.)

- g. Consideration to concur with prior Village Board authorization and award a construction contract to the lowest responsive and responsible bidder, Albrecht Enterprises, Inc. of Des Plaines, IL for demolition and site restoration at the former Elk Grove Bowl, located at 53 S. Arlington Heights Road, in an amount not to exceed \$198,750 from the Arlington-Higgins TIF.

(On Tuesday, August 2, 2022, the Village opened sealed bids for the Demolition and Site Restoration Project at the former Elk Grove Bowl located at 53 S. Arlington Heights Road. Seven (7) contractors obtained bid documents and five (5) submitted bids.

(The lowest responsive and responsible bid was received from Albrecht Enterprises, Inc. of Des Plaines, IL in the amount of \$198,750.

(Adequate funds are available in the Arlington-Higgins TIF.

(The Director of Community Development recommends approval.)

- h. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a petition for a Special Use Permit for food processing at 2500 Lunt Avenue in the I-2 Industrial District.

(Aroma Seafood Inc. is petitioning the Village for a special use permit for food processing at 2500 Lunt Avenue.)

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

- i. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition to rezone the property at 1905 W. Higgins Road from B-2 to I-1.

(Seefried Properties, Inc. is petitioning the Village to rezone the property at 1905 W. Higgins Road from B-2 to I-1 for the purposes of operating an 81,400 square-foot light industrial warehouse office facility.)

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

- j. Consideration to adopt Resolution No. 37-22 authorizing the Mayor to execute an Intergovernmental Agreement between the Village of Elk Grove Village and the County of Cook for the construction of a sidepath along Oakton Street from Crossen Avenue to

Bonnie Lane.

(Attached is a copy of the Intergovernmental Agreement for the construction of a sidepath along Oakton Street from Crossen Avenue to Bonnie Lane to be executed by and between the County of Cook and the Village of Elk Grove Village.

(The Village was awarded grant funding for the project from the County of Cook through their Invest in Cook Program in the amount of \$125,000, which is approximately 50% of the project's \$250,000 total cost.

(The Director of Public Works recommends approval.)

k. Consideration of the following:

- To increase the Motor Fuel Tax (MFT) budget in the amount of \$485,208.27 to utilize all of the remaining REBUILD Illinois Bond allotment;
- To adopt Resolution No. 38-22 authorizing the Maintenance of Streets and Highways by a Municipality Under the Illinois Highway Code and appropriating MFT Funds MFT from the REBUILD Illinois Bond allotment in the amount of \$1,445,208.27 for the Tonne Road from Center Street to Landmeier Road Reconstruction project; and
- To award a professional engineering service contract to be executed with HR Green, Inc. of McHenry, IL for design engineering services for the Tonne Road from Center Street to Landmeier Road Reconstruction project in the amount not to exceed \$2,120,456.

(The scope of the Tonne Road from Center Street to Landmeier Road Reconstruction project includes full pavement reconstruction, curb and sidewalk replacement, ADA ramp upgrades, shared-use path, lighting, storm sewer and water main replacement, and signal/intersection modifications at Landmeier Road and Tonne Avenue.

(The Village has secured funding for the Tonne Road from Center Street to Landmeier Road Reconstruction project through the Federal Highway Administration's Surface Transportation Program in the amount of \$3,500,000.

(HR Green, Inc. submitted a proposal in the amount of \$2,120,456 to provide the necessary Phase I and Phase II engineering services for this project.

(Of the \$2,120,456 for Phase I and Phase II engineering services, \$1,445,208.27 will come from the Motor Fuel Tax (MFT) funds from the REBUILD Illinois Bond allotment, \$450,000 will come from the Water & Sewer Fund and the remaining \$225,247.73 will come from the Business Leaders Forum Fund.

(An increase to the MFT budget in the amount of \$485,208.27 to utilize all of the remaining REBUILD Illinois Bond allotment is required to fund the Phase I and Phase II engineering services.

(This resolution appropriates Motor Fuel Tax (MFT) funds from the REBUILD Illinois Bond allotment in the amount of \$1,445,208.27 to cover a portion of the full Phase I and Phase II engineering services, which totals to the amount of \$2,120,456.

(The Director of Public Works recommends approval.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. PC Docket 22-4 - Consideration of a petition submitted by Zubha Pop Foods, LLC d/b/a Popeyes Chicken & Biscuits for a Subdivision with variations from the provisions of the Elk Grove Zoning Ordinance No. 2410 as it pertains to the B-5 Town Center Shopping District to construct a quick serve dual drive-thru restaurant within the Town Center Shopping District at 905 Elk Grove Town Center. (PH 08-15-22)
- b. PC Docket 22-5 - Consideration of a petition submitted by Bridge Development Partners to rezone the properties located at 490 Bennett Road and 500 Bennett Road from I-1 to ITC to create an access road from the Business Park to the Innovation and Technology Center District. (PH 08-15-22)
- 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 Boulevard. (A Public Hearing date has yet to be established.)
- d. Consideration of a petition for Resubdivision of Property located at 2025 Tonne Road to divide the existing lot from one (1) lot to two (2) lots, with associated variations, and a Special Use Permit to relocate cellular communication equipment to a monopole in the new subdivision. (A Public Hearing date has yet to be established.)

9. ZONING BOARD OF APPEALS - Village Manager Roan

- a. ZBA Docket 22-7 - Consideration of a petition submitted by Paul Wicoff, Burr Computer Environments, Inc., for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted heights of fences in industrial zoning districts for property located at 2021 Lunt Avenue. (PH 07-14-22)
- b. ZBA Docket 22-8 - Consideration of a petition submitted by Matthew Williams, Gensler, for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted heights of fences in industrial zoning districts for property located at 2055 Lunt Avenue. (PH 07-14-22)
- c. ZBA Docket 22-9 - Consideration of a petition submitted by Robert Pinzur, attorney, on behalf of Jorge Martinez and Lourdes Lydia Martinez, for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations for fences in residential zoning districts for property located at 345 Maple Lane. (PH 07-14-22 Continued to 08-18-22)
- d. ZBA Docket 22-10 - Consideration of a petition submitted by Bernadette Ciardullo, for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations for fences in residential zoning districts for property located at 115 Tower Lane. (PH 08-18-22)

10. RECYCLING & WASTE COMMITTEE - Trustee Feichter

- a. Sustainability Plan

11. JUDICIARY, PLANNING AND ZONING COMMITTEE - Trustee Prochno

12. CAPITAL IMPROVEMENTS COMMITTEE - Trustee Schmidt

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

19. AIRPORT UPDATE - Mayor Johnson

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 AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK AND THE VILLAGE OF ELK GROVE VILLAGE FOR THE CONSTRUCTION OF A SIDE PATH ALONG OAKTON STREET FROM CROSSEN AVENUE TO BONNIE LANE

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

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF COOK
AND
THE VILLAGE OF ELK GROVE VILLAGE**

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

INTERGOVERNMENTAL AGREEMENT

This **Intergovernmental Agreement** (the "Agreement") is made and entered into this _____ day of _____, 2022, 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 "Grantee" or "Village"). The County and Village are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

WHEREAS, on August 3, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the County's first long-range transportation plan in 75 years;

WHEREAS, *Connecting Cook County* identifies five priorities to shape the County's transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region's role as North America's freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today's investments do not preclude future innovation and growth; and
- Increase investments in transportation to maintain the region's economic competitiveness;

WHEREAS, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*;

WHEREAS, since its creation, the Invest in Cook program has leveraged over \$125 million in additional federal, state and local funds;

WHEREAS, on July 28, 2022, the County informed the Village that it had been selected for participation in the 2022 Invest in Cook Program;

WHEREAS, the County has agreed to award the Village up to \$125,000 toward construction and construction engineering costs to support the Oakton Street Bike Path (the "Project");

WHEREAS, as part of the Project, the Village will construct an eight-foot wide, 1,000-foot off-street side path and close a gap between two recently constructed adjacent off-street path projects;

WHEREAS, the Project will also improve ADA pedestrian crossings at the intersecting streets, bringing them up to current standards, and create a continuous pedestrian route connecting to the Busse Woods Forest Preserve and adjacent Pace bus stops, improving multimodal access throughout the Village;

WHEREAS, this Agreement will set forth the Parties' respective responsibilities and obligations for construction and construction engineering, maintenance, funding and reporting of the Project;

WHEREAS, the County, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this Agreement;

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

WHEREAS, this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

• **SECTION 1. CONSTRUCTION AND CONSTRUCTION ENGINEERING**

- A. Notice to Proceed. The County's execution of this Agreement will be deemed a "Notice to Proceed" for the Grantee to commence work on the Project.
- B. Bid Documents. The Grantee will prepare contract bid documents for the Project, including, but not limited to, the minimum qualifications, plans and specifications, special provisions and cost estimates.
- C. Construction Contract. The Grantee will award and execute a construction contract to furnish all labor and materials needed to complete the Project. In awarding and administering the contract, the Grantee will comply with all applicable state and federal laws and regulations. The Grantee will forward a copy of the contract to the County within 14 calendar days of execution.
- D. Insurance. The Grantee will require that its construction contractor name the County as an additional insured party under the contractor's general liability insurance policy.
- E. Construction Engineering Agreement. The Grantee will enter into an agreement with a professional engineering firm/consultant to perform construction engineering services for the Project. Construction engineering services may include, but are not limited to, attendance at pre-construction and progress meetings, providing full-time or part-time inspection services and/or providing material testing reports. In awarding and administering the construction engineering agreement, the Grantee will comply with all

applicable state and federal laws and regulations. The Grantee will forward a copy of the agreement to the County within 14 calendar days of execution.

- F. Grantee Resources and Staff. Upon written concurrence from the County, the Grantee may elect to perform construction engineering services for the Project using its own resources and staff. Notwithstanding the foregoing, the provisions of Section 3.C.v.d. remain in effect and the County will not reimburse the Grantee for any administrative costs expended by the Grantee, including staff salaries and wages.
- G. Lead Agency. The Grantee will assume overall responsibility for the Project, including ensuring that all required permits and joint participation and/or force agreements are secured.
- H. Project Location. A map showing the Project limits is incorporated into and made a part of this Agreement and attached as Exhibit A.
- I. Schedule. A schedule for the Project is incorporated into and made a part of this Agreement and attached as Exhibit B.
- J. Pre-Construction Notices. The Grantee will provide not less than 14 calendar days' advance written notice to the County prior to the pre-construction meeting for the Project and not less than seven calendar days' advance written notice to the County prior to the start of construction.
- K. Public Outreach. The Grantee will coordinate and control public notification of the scope, timing and duration of the Project.
- L. Right of Inspection. The County and its authorized agents will have reasonable rights of inspection (including pre-final and final inspection) during construction of the Project. The Grantee will work cooperatively with the County to address and resolve any concerns raised by the County with respect to construction and/or construction engineering of the Project. Any dispute(s) concerning construction and/or construction engineering of the Project will be resolved in accordance with Section 5.I. of this Agreement.
- M. Final Inspection Notice. The Grantee will provide not less than 14 calendar days' advance written notice to the County prior to final inspection of the Project.
- N. County Signage. Upon request of the County, the Grantee will erect signage at or near the construction site(s), on the Grantee's property, indicating the County's participation on the Project. The County will provide the Grantee with the required signage.
- O. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Bureau Chief of Construction
Attn: Holly Cichy, P.E.
Cook County Department of Transportation and Highways

69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Construction.Bureau@cookcountyil.gov

• **SECTION 2. MAINTENANCE**

- A. Definitions. As used herein, the terms “maintain” and “maintained” mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and/or replacement of the maintained facility when needed.
- B. General Duty to Maintain. Before, during and after completion of construction of the Project, the Grantee will maintain, or cause to be maintained, those portions of the Project under its established jurisdictional authority.
- C. Sidewalks/Multi-Use Paths. The Grantee will own, operate and maintain any sidewalks and/or multi-use paths constructed or improved as part of the Project, in compliance with the Americans with Disabilities Act, Public Right-of-Way Accessibility Guidelines, and all other applicable federal and state laws and regulations.
- D. Indemnification. The Grantee will 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, attorneys’ fees, losses, damages and liabilities incurred and/or suffered, directly or indirectly, from or attributable to claims arising out of or incident to the construction, use, repair and/or maintenance of any sidewalks and/or multi-use paths constructed or improved as part of the Project.
- E. Survives Termination. The Grantee’s maintenance obligations described in this section will survive termination of this Agreement.

• **SECTION 3. FINANCIAL**

- A. Cost Estimate. Estimated construction and construction engineering costs for the Project are \$250,000.
- B. Cost Participation
 - i. Grantee Cost Participation. The Grantee will pay all actual construction and construction engineering costs for the Project, subject to reimbursement by the County as described below.
 - ii. County Cost Participation. The County will reimburse the Grantee for 50% of actual construction and construction engineering costs for the Project, up to, but not to exceed \$125,000.

C. Reimbursement Procedures

- i. Advance Payment. Upon full execution of the construction contract for the Project and receipt of an invoice from the Grantee, the County will make an advance payment to the Grantee in the amount of \$62,500. This amount represents 50% of the County's maximum financial contribution under this Agreement.
- ii. Milestone Payment. Upon completion of 70% of the construction contract and receipt of an invoice from the Grantee, the County will make a second payment to the Grantee in the amount of \$31,250. The advance and milestone payments to the Grantee represent 75% of the County's maximum financial contribution under this Agreement.
- iii. Final Payment. Upon completion of construction of the Project and receipt of an invoice from the Grantee, the County will make a final payment to the Grantee for the balance of the County's financial obligation under this Agreement. The amount of the final payment will reflect actual construction and construction engineering costs for the Project and the County's prior payments to the Grantee. If the prior payments made to the Grantee by the County exceed the County's financial obligation under this Agreement, the County may require the Grantee to return any or all excess funds.
- iv. Required Documentation. In order to receive final reimbursement from the County, the Grantee must submit the following documentation along with the final invoice:
 - a. A cover letter addressed to the Department's Bureau Chief of Construction, including the name of the Project and its associated section number;
 - b. Copies of all cancelled checks paid to the consultant(s) and/or contractor(s) (or copies of the associated bank ledgers reflecting the payments);
 - c. Copies of all associated invoices submitted to the Grantee by the consultant(s) and/or contractor(s) for the services rendered; and
 - d. A copy of the final performance report as described in Section 4.D. below.

If the documentation submitted by the Grantee 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 under this Agreement.

- v. Ineligible Costs. The County will not reimburse the Grantee for any costs that are:

- a. Contrary to the provisions of this Agreement;
 - b. Not directly related to carrying out construction or construction engineering services for the Project;
 - c. Not paid by the Grantee or its consultant(s) and/or contractor(s);
 - d. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
 - e. Incurred without the consent of the County after the County has given the Grantee written notice of suspension or termination of any or all of the County's obligations under this Agreement; and/or
 - f. In excess of the County's maximum financial contribution under this Agreement.
- vi. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Bureau Chief of Construction
Attn: Holly Cichy, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Construction.Bureau@cookcountyil.gov

- D. Substitutions/Substitute Work. Either Party may request in writing that bid work or materials be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the Grantee will cause said substitute work and/or materials to be included in the Project. Each Party will pay the costs of substitutions for their associated work items.
- E. Additional Work. Either Party may request in writing that additional work be added to the Project. Provided that the additional work does not unreasonably delay the Project schedule, the Grantee will cause said additional work to 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.
- F. Funding Breakdown. A funding breakdown is incorporated into and made a part of this Agreement and attached as Exhibit C.

• **SECTION 4. REPORTING**

- A. Quarterly Performance Reports. The Grantee will submit quarterly performance reports to the County not later than 30 calendar days after the reporting period as determined by the County. Quarterly performance reports must include the following information:
- i. A cover letter addressed to the Department's Bureau Chief of Strategic Planning and Policy, including the name of the Project and its associated section number;
 - ii. An estimated percentage of construction work completed for the Project;
 - iii. A statement indicating whether construction of the Project is on, behind or ahead of schedule;
 - iv. A record of construction activities and expenditures to date and for the current reporting period;
 - v. A forecast of quarterly construction activities and expenditures for the remainder of the Project; and
 - vi. Any significant changes to the Project schedule.
- B. Extensions. The Grantee may request to extend the due date of any quarterly performance reports and the County will reasonably consider any such requests.
- C. Use of Reports. The County will use quarterly performance reports to compare the rate of the Grantee's actual expenditures to the planned amounts in the approved funding breakdown for the Project (Exhibit C) and to track construction activities against the approved milestones in the Project schedule (Exhibit B).
- D. Final Performance Report. The Grantee must submit a final performance report with its request for final reimbursement. The final report should describe cumulative construction activities, including a complete description of the Grantee's achievements with respect to the Project's objectives and milestones. The County will not issue final reimbursement until the Grantee submits the final performance report.
- E. Report Format. The Grantee will use whatever forms or documents are required by the County in submitting quarterly and final performance reports.
- F. Failure to Report. The Grantee understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.
- G. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Bureau Chief of Strategic Planning and Policy
Attn: Jesse Elam
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Jesse.Elam@cookcountyil.gov

• **SECTION 5. GENERAL CONDITIONS**

- A. Authority to Execute. The Parties have read and reviewed the terms of this Agreement and by their signatures as affixed below represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.
- B. Binding Successors. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and approved assigns.
- C. Compliance with Laws, Rules and Regulations. The Parties will at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.
- D. Conflicts of Interest. The Grantee understands and agrees that no director, officer, agent or employee of the Grantee may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this Agreement; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this Agreement; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract or agreement.
- E. Conflict with Exhibits. In the event of a conflict between any exhibit attached hereto and the text of this Agreement, the text of this Agreement will control.
- F. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will be deemed one and the same instrument.
- G. County Section Number. The Project is hereby designated as County section number 22-IICBP-17-BT. The Parties will include County section number 22-IICBP-17-BT on all Project-related submittals, including, but not limited to, written correspondence and invoices.
- H. Designation of Representatives. Not later than 14 calendar days after the Effective Date of this Agreement, as defined in Section 5.J. below, each Party will designate in writing a full-time representative for carrying out this Agreement. Each representative will have

the authority, on behalf of the respective Party, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative will be readily available to the other.

- I. Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of the performance of this Agreement, the Parties will 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 will be final.
- J. Effective Date. The Effective Date of this Agreement will be the date that the last authorized signatory signs and dates the Agreement, which date will be inserted on the first page of this Agreement. This Agreement will become effective only in the event the corporate authorities of each Party approve this Agreement.
- K. Electronic Signatures. A signed copy of this Agreement transmitted by facsimile, electronic mail or other means of electronic submission will be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
- L. Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning all matters specifically covered by this Agreement and supersedes all prior written and oral agreements, commitments and understandings among the Parties. There are no representations, covenants, promises or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying upon in entering into this Agreement.
- M. Force Majeure. Neither Party will be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.
- N. Inactivity. The County may terminate this Agreement if the construction contract agreement for the Project is not executed by the Grantee within 18 months after the Effective Date of this Agreement.
- O. Indemnification. The Grantee will indemnify, defend and hold harmless the County and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlement or judgments, caused by the negligent acts, omissions or willful misconduct of the Grantee, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.
- P. Modification. This Agreement may only be modified by a written instrument executed by the Department's Superintendent and an authorized representative of the Grantee.

- Q. No Individual or Personal Liability. The Parties agree that the actions taken and the representations made by each respective Party and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any Party will incur personal liability in conjunction with this Agreement.
- R. No Third-Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality will be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any Party will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.
- S. Notices. Unless otherwise specified, all reports, notices and other communications related to this Agreement will be in writing and will be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:
- To the COUNTY: Superintendent
Attn: Jennifer "Sis" Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Jennifer.Killen@cookcountyiil.gov
- To the GRANTEE: Village Manager
Attn: Matthew J. Roan
Village of Elk Grove Village
901 Wellington AvenueElk Grove Village, IL 60007
E-mail: mroan@elkgrove.org
- T. Recitals. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.
- U. Records Maintenance. The Grantee will maintain during the term of this Agreement and for a period of three years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts will 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.

- V. Reviews and Audits. The Grantee will 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.
- W. Section Headings. The descriptive section and subsection headings used in this Agreement are for convenience only and do not control or affect the meaning or construction of any of the provisions thereof.
- X. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such invalidity or unenforceability; all other terms hereof will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- Y. Suspension; Early Termination. Subject to Section 5.M. above, if the County determines that the Grantee has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant Project milestones or objectives, or is in default under any of the provisions of this Agreement, whether due to failure or inability to perform or any other cause whatsoever, the County, after written notification to the Grantee of said non-compliance or default and failure by the Grantee to correct said violations within 60 calendar days, may:
- i. Suspend or terminate this Agreement in whole or in part by written notice, and/or;
 - ii. Demand refund of any funds disbursed to the Grantee;
 - iii. Temporarily withhold payments pending correction of deficiencies by the Grantee;
 - iv. Disallow all or part of the cost of the activity or action not in compliance; or
 - v. Take other remedies legally available.
- Z. Termination. Unless extended by the Department's Superintendent or their designee in writing, this Agreement terminates upon completion of construction of the Project and final reimbursement by the County, or November 30, 2027, whichever date is earlier.
- AA. Venue and Applicable Law. All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purposes of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the Parties consent to the *in personam* jurisdiction of said Courts for any such action.

BB. Waiver of Default. The failure by the County or Grantee to seek redress for violation of or to insist upon strict performance of any condition or covenant of this Agreement will not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this Agreement will be deemed waived by the County or Grantee unless such provision is waived in writing.

(signature page to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF ELK GROVE VILLAGE:

Toni Preckwinkle
President
Cook County Board of Commissioners

Craig B. Johnson
Mayor

This ____ day of _____, _____

This ____ day of _____, _____

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

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

By: _____
Assistant State's Attorney

Exhibit A

Project Map



Exhibit B

Project Schedule

	Description	Date
Milestone 1	Phase I - Completed	08/19/2022
Milestone 2	Phase II - Begin / Kick Off Meeting	08/19/2022
Milestone 3	Phase II - Final Submittal	12/19/2022
Milestone 4	Expected Construction Letting	02/07/2023
Milestone 5	Start Construction	03/20/2023
Milestone 6	Expected Construction Completion	06/30/2023

Exhibit C

Funding Breakdown

PHASE	GRANTEE SHARE	COUNTY SHARE
Construction and Construction Engineering Services	Balance	50%, up to \$125,000



Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Original		20-00073-00-PV

BE IT RESOLVED, by the President and Board of Trustees of the Village
Governing Body Type Local Public Agency Type

of Elk Grove Village Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Tonne Road	1.4	2652	Center Street	Landmeier Road

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Phase I and II engineering for improvements to Tonne Road. The scope of the project includes full pavement reconstruction, curb and sidewalk replacement, ADA ramp upgrades, shared-use path, lighting, full storm sewer and water main replacement, and signal/intersection modifications.

2. That there is hereby appropriated the sum of One Million Four Hundred Forty-five Thousand Two Hundred Eight and 27/100 Dollars (\$1,445,208.27) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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
Name of Clerk Local Public Agency Type Local Public Agency Type

of Elk Grove Village in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Elk Grove Village at a meeting held on August 16, 2022
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16 day of August, 2022
Day Month, Year

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. 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.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter 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 the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk Insert the name of the LPA clerk.

LPA Type Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA Insert the name of the LPA.

Governing Body Type Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town

Name of LPA Insert the name of the LPA.

Date Insert the date of the meeting.

Day Insert the day Clerk is signing the document.

Month, Year Insert the month and year of the Clerk's signature. Seal
The Clerk shall seal the document here.

Clerk Signature Clerk shall sign here.

Approved The Department of Transportation shall sign and date here once approved.

A minimum of 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