



AGENDA
REGULAR VILLAGE BOARD MEETING
JANUARY 24, 2023
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR MANUEL BORG, ST. NICHOLAS EPISCOPAL CHURCH)

3. APPROVAL OF MINUTES OF JANUARY 10, 2023

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: JANUARY 24, 2023 \$576,586.07

6. CONSENT AGENDA

- a. Consideration of a request from OneSchool Global - Prairie Lake School, 404 and 408 E. Devon Avenue, to waive filing fees for zoning variation petitions in the amount of \$300.

(It has been past practice of the Village Board to waive petition filling fees for governmental and non-profit organizations.)

(The Director of Community Development 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 15 and 16, 2023.

(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 2023 Oktoberfest.)

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

- c. Consideration of a request from the Rotary Club of Elk Grove Village for the following:

- To authorize a \$22,000 contribution to the 2023 RotaryFest event that takes place

from July 20, 2023 through July 22, 2023;

- To authorize the Rotary Club to host a fireworks display on Saturday, July 22, 2023;
- To waive the fee for a temporary Class A liquor license (\$2,900), a carnival license (\$500), and a food caterer's license fee (\$100) for a total amount of \$3,500; and
- To waive the permit fee for the use of a fire hydrant for non-firefighting purposes in the amount of \$75.

(It has been past practice of the Village Board to approve these requests for the annual RotaryFest event.

(Adequate funds have been budgeted and are available for this purpose.)

- d. Consideration to award a professional engineering service contract with Baxter & Woodman, Inc. of Crystal Lake, IL to provide professional engineering services for the 2023 ROW Drainage Improvements project in the amount of \$33,715 from the Water and Sewer Fund.

(Baxter & Woodman, Inc. of Crystal Lake, IL submitted a proposal to provide professional engineering services for the 2023 ROW Drainage Improvements Project.

(This proposal calls for the design of extending existing storm sewer infrastructure to collect additional storm water at multiple locations throughout the Village. Along with the preparation of plans and specifications for bidding the project.

(Baxter & Woodman has successfully completed similar storm sewer plan preparation for numerous municipal projects and have an excellent reputation in water resource engineering, and are knowledgeable in Federal, State and Village standards.

(Adequate funds are available in the Water and Sewer Fund.

(The Director of Public Works recommends approval.)

- e. Consideration to award a purchase contract with SHI International of Somerset, NJ to install and configure Hewlett Packard Enterprises - Zerto Data Protection/ Disaster Recovery, including perpetual licensing and 3-years of support in an amount not to exceed \$57,298.00.

(Data Protection and Disaster Recovery are critical requirements for the Village to maintain data safety.

(The Zerto solution will replace an existing Disaster Recovery product that is no longer keeping up with the rapid advance of technology and modern cyber-threats.

(Annual maintenance costs for the Zerto solution are comparable to the old system.

(IT staff solicited quotes from three (3) reputable vendors that offer the required Disaster Recovery solution.

(SHI International submitted the lowest cost quote.

(The Director of Information Technology recommends approval.)

- f. Consideration to award a professional services contract to Tyler Technologies of Yarmouth, ME for annual support and maintenance of Village business software applications in the amount of \$80,647.19.

(The Village originally purchased the Munis ERP software suite from Tyler Technologies

in February 2015.

(The first ten years of our software support and maintenance costs are defined in the agreement negotiated with Tyler at the time of our original purchase.

(This request will provide funding to cover these services for the period from February 13, 2023 to February 12, 2024, and represents a 5% price increase over the current-year cost.

(The requested pricing includes our annual maintenance cost (\$11,922.39) for the Executime time and attendance software, which was previously billed separately.

(Funds are available in the General Fund account to cover this expense.

(The Director of Information Technology recommends approval.)

- g. Consideration to award a professional service contract to Engineering Resource Associates of Warrenville, IL for the design engineering services for the Lunt Avenue Water Main Replacement project in the amount of \$81,303 from the Busse-Elmhurst Redevelopment Fund.

(A proposal was solicited from Engineering Resource Associates of Warrenville, IL for Design Engineering Services to develop contract plans and specifications for a water main replacement project along Lunt Avenue from Busse Road to Elmhurst Road in the amount of \$81,303.

(Engineering Resource Associates have successfully completed design and construction engineering services on a number of water main projects for the Village over the past few years.

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

(The Director of Public Works has recommended approval.)

- h. Consideration to increase the contract with Gas Depot of Morton Grove, IL for the annual gasoline and diesel fuel supply contract in the amount of \$175,000 for a total contract of amount of \$600,000 from the FY2023 Budget.

(On April 12, 2022, the Village Board awarded a contract to Gas Depot of Morton Grove, IL for \$425,000 for the annual gasoline and diesel fuel supply contract.

(The original contract amount was based off FY2023 estimated usage along with projected costs. Gas prices increased significantly during the summer of 2023, surpassing what was originally estimated.

(To continue through the remainder of FY2023, it is recommended that the current contract with Gas Depot be increased by \$175,000 for a total contract amount of \$600,000.

(Adequate funds are available in various Village Departments in the FY2023 Budget.

(The Director of Public Works recommends approval.)

- i. Consideration to award a professional services contract to Vandewalle & Associates of Milwaukee, WI for the development of a Community Revitalization Master Plan (CRMP) in a total contract amount not to exceed \$823,500.00 from the Business Leaders Fund and the Busse/Elmhurst Redevelopment Fund.

(This agreement provides for the development of a Community Revitalization Master Plan (CRMP), which will serve as an update to existing plans and establish a vision for the continued growth, enhancement, and redevelopment of the Village's industrial and commercial areas.

(The Village issued a Request for Proposals (RFP) to identify the consultant best suited to lead the development of the CRMP. Four (4) consultants submitted proposals.

(Following an in-depth review of proposals and interviews with each of the consultants, Vandewalle & Associates was found to be the best partner for the Village on this project.

(Vandewalle & Associates has engaged Engineering Resources Associates, Inc., Gary R. Weber Associates, Inc., Traffic Analysis and Design, Inc., and Opportunity Alliance, LLC as sub-consultants. Their team has strong expertise in the areas of infrastructure planning, redevelopment, business services, financing, and community outreach.

(The development of the CRMP is anticipated to take twenty-four (24) months.

(The Deputy Village Manager recommends approval.)

- j. Consideration to adopt Resolution No. 3-23 authorizing the Mayor and Village Clerk to execute a renewal of the service agreement between the Village of Elk Grove Village and Municipal GIS Partners of Des Plaines, IL for support services in connection with Elk Grove Village's Geographic Information Systems (GIS) in an amount not to exceed \$177,930 from the BLF Fund.

(The renewal provides for a one-year extension of the service agreement with MGP that will run from January 1, 2023 to December 31, 2023, and can be terminated at any time with 90 days notice.

(In April of 2008, the Village Board entered into an agreement to join the GIS Consortium (GISC), which is now a group of forty-one (41) local communities that work together to develop a cost-effective solution for implementing Geographic Information Systems (GIS) and related technologies.

(By collaborating, communities create GIS opportunities otherwise unavailable because of complexity and cost. The mission of the Consortium is to create value by managing cost and risk in a cooperative environment.

(The foundation of the Consortium is its innovative staffing approach. To address this issue, the Consortium outsources staffing and shares these resources among its members.

(The GIS Consortium's contracted service provider is Municipal GIS Partners (MGP).

(Elk Grove Village is an 80% allocation member for support services. This provides for a GIS Site Analyst 4 days a week.

(In addition to the Analyst, Elk Grove Village shares the services and receives the benefits of three other GIS staff members who are located off-site.

(The Director of Public Works recommends approval.)

- k. Consideration to adopt Resolution No. 4-23 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 2023 Roadway Maintenance Program.

(On Monday, January 16, 2023, the Capital Improvements Committee met and approved the staff recommendation for the Village's 2023 Roadway Maintenance Program.

(This year's program consists of 9.6 miles of street resurfacing and the rehabilitation of curb, sidewalk and ADA compliant curb ramps.

(The 2023 Roadway Maintenance Program is broken into four separate projects consisting of the Residential Resurfacing Program, Business Park Resurfacing Program, resurfacing of Devon Avenue and Busse Road intersection 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 2023 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 four projects within the 2023 Roadway Maintenance Program.
(The Director of Public Works recommends approval.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. Consideration of a petition for a Special Use permit for an automotive truck repair at 2380-2400 American Lane in the I-2 Industrial District. (PH 01-16-23)
- b. 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 is yet to be established.)

9. ZONING BOARD OF APPEALS - Village Manager Roan

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

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 A GIS CONSORTIUM SERVICE PROVIDER CONTRACT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND MUNICIPAL GIS PARTNERS, INCORPORATED

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:

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

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 _____ 2023

APPROVED this _____ day of _____ 2023

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “*Contract*”) made and entered into this 1st day of January, 2023 (the “*Effective Date*”), by and between the Elk Grove Village, an Illinois municipal corporation (hereinafter referred to as the “*Municipality*”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “*Consultant*”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“*GISC*”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “*Services*”) in connection with the Municipality’s geographical information system (“*GIS*”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as *Attachment 1* (“*Statement of Work*”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "*Initial Term*").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "*Renewal Term*").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“*Consultant Personnel*”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for

damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

- (a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;
- (b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;
- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the

creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant

acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GIS Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged

failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in *Attachment 2* to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Elk Grove Village
901 Wellington Ave
Elk Grove Village, IL 60007
Attention: Brian Southey
E-mail: bsouthey@elkgrove.org

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "*Force Majeure*"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

ELK GROVE VILLAGE

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President

Attachment 1

**Statement of Work
to
GIS Consortium Service Provider Contract**

(see attached)

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the Elk Grove Village (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2023, through December 31, 2023

Direct Program Hours: 1,318.00

Onsite presence: Average of 12.36 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The monthly fee for the staffing allocation is \$14,827.50 per month. The total contract value for the agreement period is \$177,930.00.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation
5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.

2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to assess the ability of utility data to support local government business processes

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.



Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
 2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
 3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
 2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.
 4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds
 6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.
- E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



District	County	Resolution Number	Resolution Type	Section Number
1	Cook		Original	24-00000-00-GM

BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of
Governing Body Type Local Public Agency Type
Elk Grove Village Illinois that there is hereby appropriated the sum of One Million
Name of Local Public Agency
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
05/01/23 to 04/30/24.
Beginning Date Ending Date

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
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, 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
Name of Clerk Local Public Agency Type Local Public Agency Type
of Elk Grove Village in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
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 01/24/23.
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of January, 2023.
Day Month, Year

(SEAL)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

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.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

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

PROPOSED 2023 ROADWAY MAINTENANCE PROGRAM

RESIDENTIAL STREET RESURFACING (MFT & CAPITAL PROJECT FUND)						
Street	Begin	End	Surface Rank	Length (ft)		FY23
BANBURY LANE	WELLINGTON AVENUE	GATESHEAD NORTH	56	1,706	\$	224,336
BANGOR LANE	MAINE DRIVE	MAINE DRIVE	60	819	\$	59,764
BEISNER ROAD	BRISTOL LANE	BIESTERFIELD ROAD	54	846	\$	119,695
BERKENSHERE LANE	BANBURY AVENUE	DEVON AVENUE	56	2,522	\$	243,455
BRIGHTON ROAD	BERKENSHERE LANE	KINGSBRIDGE ROAD	61	1,103	\$	111,316
CLEARMONT DRIVE	RIDGE AVENUE	TONNE ROAD	73	2,390	\$	177,521
CREST AVENUE	WILDWOOD ROAD	LANDMEIER ROAD	56	2,570	\$	179,001
DORCHESTER LANE	TROWBRIDGE ROAD	TROWBRIDGE ROAD	58	1,532	\$	147,871
DOVER LANE	BERKENSHERE LANE	BERKENSHERE LANE	60	1,418	\$	148,616
EXMOOR ROAD	WELLINGTON AVENUE	CHELTENHAM ROAD	63	1,233	\$	99,755
GATESHEAD NORTH	BANBURY AVENUE	CHELTENHAM ROAD	61	770	\$	96,000
GATESHEAD SOUTH	CHELTENHAM ROAD	BANBURY AVENUE	56	857	\$	96,766
GLORIA DRIVE	HAAR LANE	ROOSA LANE	64	1,077	\$	129,154
GLOUCESTER DRIVE	BEISNER ROAD	LEICESTER ROAD	49	1,354	\$	107,000
GREGORY COURT	ROOSA LANE	SOUTH END	59	142	\$	11,746
HAAR LANE	MEACHAM ROAD	EAST END	59	1,187	\$	135,758
HUDSON COURT	WEST END	BIESTERFIELD ROAD	57	256	\$	31,366
JUDY DRIVE	ROOSA LANE	HAAR LANE	59	1,064	\$	123,629
KINGSBRIDGE ROAD	BANBURY AVENUE	WELLINGTON AVENUE	60	1,121	\$	106,545
LEICESTER ROAD	WELLINGTON AVENUE	BIESTERFIELD ROAD	57	2,372	\$	265,343
LOWESTOFT LANE	CHELTENHAM ROAD	EXMOOR ROAD	66	706	\$	52,489
LYNNE DRIVE	YARMOUTH ROAD	BANBURY AVENUE	48	285	\$	17,575
MAINE DRIVE	BALTIMORE DRIVE	BALTIMORE DRIVE	52	1,848	\$	174,793
PATRICIA COURT	WEST END	ROOSA LANE	71	147	\$	13,322
ROOSA LANE	VON BRAUN TRAIL	MEACHAM ROAD	57	1,894	\$	189,009
SUSAN COURT	GLORIA DRIVE	NORTHEAST END	72	109	\$	8,681
TROWBRIDGE ROAD	SOMERSET LANE	BERKENSHERE LANE	58	1,766	\$	175,730
RESIDENTIAL PROGRAM ESTIMATE (6.3 Miles)					\$	3,246,236
BUSINESS PARK STREET RESURFACING (BLF & TIF)						
Street	Begin	End	Surface Rank	Length (ft)		FY22
BENNETT ROAD	N. ARLINGTON HEIGHTS RD	KING STREET	62	2,166	\$	211,805
BOND STREET	HIGGINS ROAD	LEE STREET	66	2,022	\$	245,688
GAYLORD STREET	HIGGINS ROAD	BENNETT ROAD	71	1,127	\$	122,411
GORDON STREET	HIGGINS ROAD	BENNETT ROAD	67	1,118	\$	120,552
JOEY DRIVE	HIGGINS ROAD	PAULY DRIVE	68	1,346	\$	151,430
KELLY STREET	HIGGINS ROAD	BENNETT ROAD	72	1,138	\$	126,178
KING STREET	HIGGINS ROAD	NORTHWEST POINT BLVD	68	2,320	\$	280,610
LANDMEIER ROAD	HIGGINS ROAD	ELMHURST ROAD	71	1,450	\$	200,000
MARTIN LANE	HIGGINS ROAD	PAULY DRIVE	63	1,260	\$	155,685
PAULY DRIVE	JOEY DRIVE	MARTIN LANE	69	568	\$	69,917
RANDALL STREET	HIGGINS ROAD	BENNETT ROAD	65	1,072	\$	99,476
BUSINESS PARK PROGRAM ESTIMATE (3.0 Miles)					\$	1,783,752
Devon Avenue & Busse Road Resurfacing (0.3 Miles)					\$	900,000
<i>Shared cost with STP CMAP funding</i>						
TOTAL ROADWAY IMPROVEMENTS (9.6 Miles)					\$	5,929,988

PROPOSED 2023 ROADWAY MAINTENANCE PROGRAM

PAVEMENT REJUVENATION (BLF & GENERAL FUND)				
Street	Begin	End	Length (ft)	FY22-23
RESIDENTIAL STREETS (GENERAL FUND)				
CHESTER LANE	ROBIN DRIVE	HELEN LANE	741	
COTTONWOOD DRIVE	REDWOOD AVENUE	FLEETWOOD LANE	751	
DAVID LANE	BIESTERFIELD ROAD	TIMBER DRIVE	1,211	
DEEPWOOD COURT	OLD MILL LANE	NORTH END	589	
DIANE LANE	SOUTHEAST END	NORTHWEST END	1,415	
FLEETWOOD LANE	REDWOOD AVENUE	LANDMEIER ROAD	1,357	
HELEN LANE	DIANE LANE	ROHLWING ROAD	499	
HOME AVENUE	NERGE ROAD	NORTH END	1,050	
LINCOLN STREET	MARTHA STREET	VILLAGE LIMITS	614	
LITTLE FALLS COURT	TALBOTS LANE	WEST END	621	
MARTHA STREET	BIESTERFIELD ROAD	LINCOLN STREET	737	
MAYFAIR COURT	PARK BOULEVARD	PARK BOULEVARD	721	
OLD CREEK COURT	TALBOTS LANE	SOUTH END	271	
OLD MILL LANE	PARK BOULEVARD	TALBOTS LANE	1,599	
PARK BOULEVARD	DEVON AVENUE	NORTH END	2,236	
REDWOOD AVENUE	FLEETWOOD LANE	EAST END	1,776	
ROBIN DRIVE	DEBRA LANE	EAST END	1,028	
ROCKWOOD DRIVE	SHADYWOOD LANE	REDWOOD AVENUE	502	
SAVOY COURT	PARK BOULEVARD	PARK BOULEVARD	641	
SPRING CREEK COURT	NORTH END	TALBOTS LANE	687	
STONEBROOK COURT	OLD MILL LANE	SOUTHEAST END	359	
TALBOTS LANE	PARK BOULEVARD	PARK BOULEVARD	1,952	
TIMBER DRIVE	DAVID LANE	ROHLWING ROAD	504	
WALNUT LANE	WEST END	RIDGE AVENUE	1,300	
WILMA LANE	TIMBER DRIVE	DAVID LANE	1,253	
BIESTERFIELD ROAD	VILLAGE LIMITS	MEACHAM ROAD	2,640	
BUSINESS PARK STREETS (BLF FUND & TIF)				
BRUMMEL AVENUE	BUSSE ROAD	LIVELY BOULEVARD	2,530	
CRISS CIRCLE	BOND STREET	LEE STREET	986	
GREENLEAF AVENUE	NICHOLAS BOULEVARD	1000' EAST OF BUSSE ROAD	1,769	
GREENLEAF AVENUE	ELMHURST ROAD	NICHOLAS BOULEVARD	2,507	
LEE STREET	CRISS CIRCLE	KING STREET	2,182	
SCOTT STREET	LEE STREET	E. HIGGINS ROAD	1,945	
TOTAL PAVEMENT REJUVENATION PROGRAM (7.4 Miles)				\$ 195,000



Proposed 2023 Roadway Maintenance Program

TYPE

-  Pavement Rejuvenation
-  Street Resurfacing

