



**AGENDA**  
**REGULAR VILLAGE BOARD MEETING**  
NOVEMBER 14, 2023  
7:00 PM

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**INVOCATION** (PASTOR JONAH BOUTELL, PRINCE OF PEACE UNITED METHODIST CHURCH)

**3. APPROVAL OF MINUTES OF OCTOBER 24, 2023**

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

**5. ACCOUNTS PAYABLE WARRANT:** OCTOBER 30, 2023    \$ 5,644,121.10  
NOVEMBER 14, 2023    \$ 869,207.84

**6. CONSENT AGENDA**

- a. Consideration to concur with the 2023 combined Village and Library property tax levy determination in the amount of \$35,471,593 less the proposed abatement of \$7,678,869 for a net levy of \$27,792,725.

(The Village will be keeping their levy requirement flat or zero percent change from the prior year.

(There is no projected impact to property owners for the Village portion of the tax levy.

(The Library request increased by \$191,324 or 3% from last year with a projected increase of \$6.40 on a \$300,000 home.

(The Director of Finance recommends approval.)

- b. Consideration to approve the first quarter financial report ending July 31, 2023.

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

(The Director of Finance recommends approval.)

- c. Consideration to waive the formal bidding process and award a purchase contract to K-Tech Specialty Products of Ashley, IN for the purchase of up to 34,500 gallons of winter de-icing liquid “Beet Heet” in an amount not to exceed \$60,030.

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

(During the 2020/2021 winter season, the Public Works Department began a full anti-icing program, which included applying Beet Heet concentrate to roads prior to a winter event to make it more difficult for snow and ice to adhere to roads.

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

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

(Funds are available in the Public Works General Fund.

(The Director of Public Works recommends approval.)

- d. Consideration to award a purchase contract through the Illinois Department of Central Management Services to Cargill Incorporated of North Olmsted, OH for the delivery of up to 600 tons of bulk rock salt in the amount of \$47,334.

(On May 9, 2023, the Village Board approved a requisition through the Illinois Department of Central Management Services (CMS) Joint Purchasing Program to procure 2,500 tons of bulk rock salt with the option to increase or decrease the order by 20 percent, or 500 tons, if necessary.

(Due to the Village having two salt barns located at two separate locations, 450 E. Devon Avenue and 1635 Biesterfield Road, CMS required the Village to separate its bid quantities amongst the two locations.

(The estimated quantity of 2,500 tons of bulk rock salt was divided with 2,000 tons being delivered to the James Paul Petri Public Works Facility at 450 E. Devon Avenue and the remaining 500 tons being delivered to the Public Works Biesterfield Facility located at 1635 Biesterfield Road.

(On October 26, 2023, the Village was notified by CMS that bulk rock salt had been secured for all joint purchasing participants.

(For the first time, the Village received a separate low bidder for each location.

(For the 1635 Bieterfield Road location, CMS provided a low bid of \$78.89 per ton for 500 tons from Cargill Incorporated of North Olmsted, OH.

(Adequate funds are available in the General Fund to purchase 600 tons of bulk rock salt through the CMS contract with Cargill Incorporated.

(The Director of Public Works recommends approval.)

- e. Consideration to award a purchase contract through the Illinois Department of Central Management Services to Morton Salt, Inc. of Chicago, IL for the delivery of up to 2,400 tons of bulk rock salt in the amount of \$185,832.

(On May 9, 2023, the Village Board approved a requisition through the Illinois Department of Central Management Services (CMS) Joint Purchasing Program to procure 2,500 tons of bulk rock salt with the option to increase or decrease the order by 20 percent, or 500 tons, if necessary.

(Due to the Village having two salt barns located at two separate locations, 450 E. Devon Avenue and 1635 Biesterfield Road, CMS required the Village to separate its bid quantities amongst the two locations.

(The estimated quantity of 2,500 tons of bulk rock salt was divided with 2,000 tons being delivered to the James Paul Petri Public Works Facility at 450 E. Devon Avenue and the remaining 500 tons being delivered to the Public Works Biesterfield Facility located at 1635 Biesterfield Road.

(On October 26, 2023, the Village was notified by CMS that bulk rock salt had been secured for all joint purchasing participants.

(For the first time, the Village received a separate low bidder for each location.

(For the 450 E Devon Ave location, CMS provided a low bid of \$77.43 per ton for 2,000 tons from Morton Salt, Inc. of Chicago, IL. The pricing is lower than last year's rate of \$81.51 per ton.

(Adequate funds are available in the General Fund to purchase 2,400 tons of bulk rock salt through the CMS contract with Morton Salt, Inc.

(The Director of Public Works recommends approval.)

- f. Consideration to award a professional service contract to M.E. Simpson Co., Inc. of Valparaiso, IN, for professional engineering services for a Water Distribution Leak Survey in the amount of \$50,000 from the Water and Sewer Fund.

(A proposal was solicited from M.E. Simpson Co., Inc. of Valparaiso, IN, for a water distribution system leak detection survey.

(M.E. Simpson Co., Inc. will perform a leak detection survey on approximately 181 miles of watermain within Elk Grove Village's water distribution system. The survey will be completed by leak detecting on the accessible main line valves, fire hydrants, and service valves. The project will also include complete reporting of all issues found, with a final comprehensive report.

(The Director of Public Works recommends approval.)

- g. Consideration to increase an existing construction contract with Advanced Rehabilitation Technology of Bryan, OH for the lining of lift station wet wells in the amount of \$42,500, for a total contract amount of \$561,646,22, from the Water & Sewer Fund.

(On June 6, 2023, the Village Board awarded a contract to Advanced Rehabilitation Technology of Bryan, OH for \$365,771.22 to rehabilitate ninety-two (92) manholes.

(Village staff have identified two (2) Sanitary Lift Station wet wells in need of rehabilitation.

(Advanced Rehabilitation Technologies has agreed to extend the same unit prices awarded in the original contract for the completion of the rehabilitation of the two (2) wet wells in the amount of \$42,000.

(This work would increase the current contract a second time with Advanced Rehabilitation Technologies for a total contract amount of \$561,646,22. The first contract increase was approved by the Village Board on October 23, 2023, as part of the Innergovernment agreement between the Illinois Tollway and the Village to rehabilitate forty-one (41) manholes that were impacted by the Tollway's Elgin O'Hare Western Access project. The estimated cost of \$153,375.00 to rehabilitate these forty-one (41) manholes will be reimbursed to the Village by the Tollway.

(Adequate funds are available in the Water & Sewer Fund.  
(The Director of Public Works recommends approval.)

- h. Consideration to award a 5-year service contract to Flock Safety, Inc. of Atlanta, GA for the acquisition of the necessary hardware and software applications to operate an automatic license plate detection system in an amount not to exceed \$227,000, with an annual recurring cost of \$227,000.

(The Police Department recommends awarding a service contract to Flock Safety, Inc. that will allow the Police Department to continue to be proactive in crime prevention by receiving notification alerts of vehicles used for unlawful purposes travelling on Village roadways. Flock Safety, Inc.'s cameras will also assist the police department in the search for missing persons and the investigation of reported crimes.

(This system will also allow the Police Department to share and receive law enforcement information with other municipal, county and state law enforcement agencies.

(This contract will supersede the Police Department's two current contracts with Flock Safety, Inc., approved by the Village Board on April 12, 2022, and April 11, 2023, to create one master contract for the entire license plate detection system.

(This master contract will lock in the current costs of the product for five years before Flock Safety, Inc.'s scheduled price increase on January 1<sup>st</sup>, 2024, providing for a savings of \$205,000 over five years.

(This turnkey contract provides for the hardware and software to operate the program, as well as the cellular transmission of photographs and data storage.

(The Director of Police recommends approval.)

- i. Consideration to award a professional services contract to Nicholas & Associates, Inc. of Mt. Prospect, IL to act as Construction Manager and Constructor for bidding services, construction management, and administration of trade packages for the 2024 Oakton & Busse Gateway Fountain project for a total contract amount \$1,109,825 from the Busse Elmhurst Redevelopment Fund, in the amounts designated as follows:

- 6.5% of the actual construction cost for Construction Management (\$57,460);
- A fixed General Conditions budget (\$103,425);
- Bonds & Insurance (\$14,940);
- Administer various construction contracts with the lowest responsive and responsible bidder in each of two (2) trade packages (\$884,000); and
- Reimbursable expenses (\$50,000)

(On February 28, 2017, the Village Board approved an agreement with Nicholas & Associates, Inc. of Mt. Prospect, IL to perform professional services where the construction manager is the constructor.

(On Thursday, October 11, 2023, the Village opened sealed bids for the 2024 Oakton & Busse Gateway Fountain project at James Paul Petri Public Works Facility located at 450 E. Devon Ave.

(The project includes installation of a fountain, gateway sign, masonry work, plumbing and electrical, landscaping, and general site work.

(A total of four (4) contractors submitted bids.

(Nicholas & Associates recommends awarding the contract to Schaeffges Brothers, Inc. of

Wheeling, IL in the amount of \$884,000 for general sitework, landscaping, masonry, plumbing and electrical, and coordination of fountain installation with Fountain Technologies Ltd.

(The total amount to be awarded to Nicholas & Associates includes the base bid for Bid Package #1 - General Site Work, Landscaping, and Fountain Installation (\$884,000), expense pass-through (\$50,000), required bonds and insurances (\$14,940), 6.5% of the actual construction cost (\$57,460), and Fixed General Conditions (\$103,425) for a total amount of \$1,109,825.

(Village Staff has reviewed the bids and concurs with the recommendation from Nicholas & Associates to award the contract for Bid Package #1 - General Site Work, Landscaping, and Fountain Installation to Schaeffges Brothers, Inc. of Wheeling, IL. based upon their submitted bid.

(The Public Works Director recommends approval.)

- j. Consideration to award a professional service contract to Red Caffeine, Inc. of Lombard, IL to continue implementation of the Beyond Business Friendly marketing campaign with a total contract amount not to exceed \$64,200 through the Business Leaders Fund.

(Red Caffeine was awarded the contract to develop the Beyond Business Friendly marketing campaign beginning in 2013. The goal of the campaign is to create awareness around the Village's brand image, Beyond Business Friendly.

(The campaign targets various audiences, including current businesses located in Elk Grove, businesses looking to relocate to the Village, and real estate professionals working in the region.

(This proposal provides for a maintenance-level continuation of the Beyond Business Friendly marketing plan for six months, from 11/1/23 to 4/30/24, under the direction of Red Caffeine, at a cost not to exceed \$64,200.

(There is a slight increase from the previous 6-month maintenance contract due to the addition of ongoing database cleanup of our business contact list.

(This contract will allow the Village to maintain existing economic development assets and continue regular outreach while we work toward an updated Business Services strategy through Envision Elk Grove.

(The Director of Business Development & Marketing recommends approval.)

- k. Consideration to award a professional services contract with Mac Strategies Group, Inc. of Chicago, IL to provide strategic consulting and advocacy services to the Village in consulting with the State of Illinois and other governmental agencies for the 2024 calendar year in the amount of \$60,000.

(Mac Strategies has been retained by the Village to assist with legislative monitoring and advocating on behalf of the Village in relation to legislation being considered by the State of Illinois and other local agencies.

(In addition, Mac Strategies has helped identify and secure grant funding for critical Village infrastructure projects.

(This contract will continue these services for calendar year 2024.)

- l. Consideration to award a professional services contract to Storino Ramello & Durkin of Rosemont, IL to provide strategic consulting and advocacy services to the Village in

consulting with Cook County and other local agencies for the 2024 calendar year in the amount of \$48,000.

(The contract provides for Storino Ramello & Durkin to engage the services of Michael Alvarez as a consultant to assist with legislative monitoring and advocacy in matters involving Cook County and other local agencies, as well as to help identify and secure grants for critical Village infrastructure projects.

(The Village Attorney recommends approval.)

- m. Consideration to award a professional services contract to Cornerstone Government Affairs, Inc. of Washington DC to provide strategic consulting and advocacy services to the Village in consulting with the State of Illinois for the 2024 calendar year in the amount of \$120,000.

(Cornerstone has been retained by the Village to assist with legislative monitoring and advocating on behalf of the Village in relation to legislation being considered by the State of Illinois. In addition, they help identify and secure grant funding for critical Village infrastructure projects.

(This contract will continue these services for calendar year 2024.

(Fidelity Consulting Group is also a subcontractor serving under Cornerstone at a rate of \$3,000 a month.)

- n. Consideration to award a professional services contract to HR Green of McHenry, IL for engineering/bidding services, construction observation and project management services related to the demolition and restoration of property located at 570 E. Higgins Road in an amount not to exceed \$85,290 from the Higgins Corridor Redevelopment Fund.

(HR Green, Inc. submitted a proposal to provide the necessary engineering/bidding, construction observation and project management services for the demolition and site restoration for property located 570 E. Higgins Road.

(HR Green, Inc. has successfully provided consulting services to the Village for the construction management of the two new fire stations, two Public Works facilities, the Beisner Road R.O.W. Storm Sewer Replacement, Higgins Road watermain extension, as well as several other projects.

(Additionally, HR Green has provided similar services in relation to the demolition and restoration of the former Elk Grove Bowl, former Shell Gas Station, Elk Grove Hotel, Motel 6, Days Inn, 1550 E. Higgins, and 1932 E. Higgins sites, as well as the neighboring 500 E. Higgins Road property.

(The Village Manager recommends approval.)

- o. Consideration to award a professional services contract to HR Green of McHenry, IL for engineering/bidding services, construction observation and project management services related to the demolition and restoration of property located at 600 E. Elk Grove Boulevard in an amount not to exceed \$85,290 from the Capital Projects Fund.

(HR Green, Inc. submitted a proposal to provide the necessary engineering/bidding, construction observation and project management services for the demolition and site restoration for property located 600 E. Elk Grove Boulevard.

(HR Green, Inc. has successfully provided consulting services to the Village for the construction management of the two new fire stations, two Public Works facilities, the Beisner Road R.O.W. Storm Sewer Replacement, Higgins Road watermain extension, as well as several other projects.

(Additionally, HR Green has provided similar services in relation to the demolition and restoration of the former Elk Grove Bowl, former Shell Gas Station, Elk Grove Hotel, Motel 6, Days Inn, 1550 E. Higgins, and 1932 E. Higgins sites.

(The Village Manager recommends approval.)

- p. Consideration to adopt Ordinance No. 3837 outlining earned sick leave for employees of the Village of Elk Grove Village.

(The paid leave benefits historically provided by the Village far exceed the benefits contained in the Paid Leave for All Workers Act.

(The Village finds that it is necessary, advisable, and in the best interests of the Village and its employees, as well as in the public interest, to incorporate its paid leave benefits into this ordinance.

(This ordinance also amends the Village Code by adding a new Section 1-7-10 titled Conflicts with Paid Leave for All Workers Act.)

- q. Consideration to adopt Resolution No. 56-23 authorizing the Mayor to execute a Joint Agreement between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village, and appropriate funds for construction engineering and construction match for the Landmeier Road and Busse Road Intersection Resurfacing Project.

(The Village has secured funding for the Landmeier Road and Busse Road Intersection Resurfacing Project through the Federal Highway Administration's Surface Transportation Program (STP) in the amount of \$415,050.

(The Joint Agreement for the Landmeier Road and Busse Road Intersection Resurfacing Project must be executed by and between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village.

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

(A resolution appropriating funds for the full construction engineering and construction match costs of \$638,920.04 must be adopted by the Village as a function of the execution of this Agreement.

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

(The Director of Public Works recommends approval.)

- r. Consideration to adopt Resolution No. 57-23 establishing revised Personnel Rules and Regulations of the Village of Elk Grove Village Effective January 1, 2024.

(Effective January 1, 2024, this item will replace the former Personnel Rules and Regulations adopted on May 23, 2023.

(The revised Personnel Rules and Regulations incorporates changes in Federal and State law, and updates to certain provisions.

(A copy of the revised Personnel Rules and Regulations is available for viewing in the Village Clerk's Office.

(The Director of Human Resources recommends approval.)

**7. REGULAR AGENDA**

- a. Consideration to approve an electronic message center sign variation for At Work Sports Bar & Grill and Lively Liquors at 1170 - 1190 E. Higgins Road

(At Work Sports Bar & Grill and Lively Liquors have invested a significant amount of capital into the building, including interior renovations and facade enhancements. As a component of that investment, the owner would like to remove two (2) aging pole mounted signs and replace them with a new Electronic Message Sign.

(A variation is necessary to install an Electronic Message Sign.

(The Director of Community Development recommends approval.)

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

- a. PC Docket 23-9 - Joint Public Hearing with the Plan Commission and Zoning Board of Appeals to discuss and review a complete update to the Elk Grove Zoning Ordinance which includes a modernization to reflect current best practices in zoning and development regulations. (PH 11-7-23)
- b. PC Docket 23-10 - Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for Rezoning, Special Use Permit for Planned Development, and Resubdivision to redevelop the site property located at the corner of Arlington Heights Road and Higgins Road in the B-1 and B-3 District into a mixed-use development consisting of residential and commercial properties (PH 11-13-23)
- c. PC Docket 23-11 - Consideration of a petition for a Special Use Permit to operate an indoor recreational facility for the purpose of operating a martial arts studio in a portion of the building at 1651 Lively Boulevard in the I-2 Industrial District. (PH 12-04-23)
- d. 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. (Public Hearing date to be determined.)

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

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

- a. Sustainability Plan

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

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

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

**14. YOUTH COMMITTEE - Trustee Bush**

**15. INFORMATION COMMITTEE - Trustee Miller**

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



- 17. HEALTH & COMMUNITY SERVICES - Trustee Prochno**
- 18. PERSONNEL COMMITTEE - Trustee Schmidt**
- 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.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OUTLINING EARNED SICK LEAVE FOR EMPLOYEES OF THE VILLAGE OF ELK GROVE VILLAGE**

**WHEREAS**, the Village of Elk Grove Village, (“Village”) as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, Article VII, Section 6(c) of the Constitution of the State of Illinois of 1970 provides that when an Illinois employment law conflicts with an ordinance of a home rule municipality, the municipal ordinance shall prevail within its jurisdiction; and

**WHEREAS**, on March 13, 2023, the Governor of Illinois signed into law the Paid Leave for All Workers Act in the State of Illinois that requires employers to provide 40 hours of paid leave during a 12-month period (“Paid Leave for All Workers Act”); and

**WHEREAS**, the Paid Leave for All Workers Act stipulates employees must begin accruing leave under the Act on their first day of employment, and must be allowed to begin using their leave 90 days after their hire date; and

**WHEREAS**, the Paid Leave for All Workers Act will take effect on January 1, 2024; and

**WHEREAS**, the Village finds that the law places an undue burden on the Village as an employer given the current rights of employees available under collective bargaining agreements and the Village of Elk Grove Village Personnel Rules & Regulations; and

**WHEREAS**, the Village determined that the paid leave benefits historically provided by the Village far exceed the benefits contained in the Paid Leave for All Workers Act.

**WHEREAS**, pursuant to the authority in the Paid Leave for All Workers Act which allows the Village to enact an ordinance that provides for paid leave to its employees pursuant to 820 ILCS 192/15(p) and its home rule authority and pursuant to the Illinois Constitution, Article VII, Section 6, the Village enacts this ordinance to codify the paid leave benefits provided to its employees. The Village finds that it is necessary, advisable, and in the best interests of the Village and its employees, as well as in the public interest, to incorporate its paid leave benefits into this ordinance.

**NOW THEREFORE, BE IT ORDAINED**, by the Mayor and Board of Trustees of the Village of Elk Grove Village, in the Counties of Cook and DuPage, as follows:

**Section 1: Recitals.** The recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

**Section 2: Paid Leave.** The Village of Elk Grove Village shall continue to provide paid leave benefits to its employees, as set forth in:

- 1) the Village's Personnel Rules & Regulations, as amended; and/or
- 2) the collective bargaining agreements to which the Village is a party.

The criteria and parameters for the paid leave delineated in these documents fulfill the Village's obligations under the Paid Leave for All Workers Act 820 ILCS 192/1 et seq. and exceed the requirements of the Act.

**Section 3: Conflicts with Paid Leave for All Workers Act.** That Title 1, Administrative of the Elk Grove Village Code is hereby amended by adding a new Section to read in its entirety as follows:

**1-7-10: CONFLICTS WITH PAID LEAVE FOR ALL WORKERS ACT.**

- A. The Village of Elk Grove shall continue to provide paid leave benefits to its represented and non-represented employees as provided in its applicable collective bargaining agreements and Personnel Rules & Regulations as amended;
- B. In addition, the paid leave benefits contained in the collective bargaining agreements to which the Village is a party and the Personnel Rules & Regulations, in existence and as amended, provide paid sick leave benefits and other paid benefit time that meet and exceed the benefits required under the Paid Leave for All Workers Act 820 ILCS 192/1 et seq;
- C. No additional obligations regarding paid leave, including, without limitation, any additional obligations adopted by the State of Illinois under the Paid Leave for All Workers Act 820 ILCS 192/1 et seq., shall apply to employees of the Village of Elk Grove Village, Illinois, and the Village opts out of such regulations or requirements; and
- D. Further, certain employees such as public works employees are not eligible for benefits under 820 ILCS 192/1, et seq., as they are considered "construction" workers under the Paid Leave for All Workers Act.

**Section 4:** Any non-preemptive state statute in conflict hereof with this Ordinance is hereby superseded to the full extent of such conflict according to the exercise of the Home Rule Powers of the Village.

**Section 5: Application to collective bargaining agreements.** Nothing in this ordinance shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with the Village through representatives of their choosing.

**Section 6: Effect of invalidity; severability.** If any section, subdivision, paragraph, sentence, clause, phrase, or other portion of this ordinance is, for any reason, declared unconstitutional or invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance, which remaining portions shall continue in full force and effect.

**Section 7: Effective date.** This Ordinance shall be in full force and effect, after passage, approval, and publication, as required by 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**

**PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_ 2023 in pamphlet form.**

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

**A RESOLUTION APPROPRIATING FUNDS IN THE AMOUNT OF \$638,920.04 FOR THE CONSTRUCTION ENGINEERING AND CONSTRUCTION LOCAL MATCH AND AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

**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 "Joint Funding Agreement for Construction Work," 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 signature of the Mayor.

**Section 2:** That the Mayor and Board of Trustees of Elk Grove Village authorized six hundred thirty eight thousand, nine hundred twenty dollars and four cents (\$638,920.04) or as much may be needed to match Federal funds in the completion of Section Number 22-00078-00-RS.

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

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**APPROVED:**

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

**ATTEST:**

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

**LOCAL PUBLIC AGENCY**

Local Public Agency		County	Section Number
Village of Elk Grove Village		Cook	22-00078-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	03-20-0037

**Construction**

State Job Number	Project Number
C-91-148-23	RTQ0(408)

State-Let Construction  
  Locally Let Construction  
  Construction Engineering  
  Utilities  
  Railroad Work

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

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Landmeier Road	FAU 1333	0.35	1.53	1.88

**Location Termini**

1045 ft west of IL Route 83 (Busse Rd) to approx. 50 feet east of Cambridge Dr
--

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Elk Grove Village		Remove

**PROJECT DESCRIPTION**

Resurfacing of Landmeier Rd from approx. 865 ft west of IL Route 83 (Busse Rd) to approx. 50 feet east of Cambridge Dr, not including the intersection of Busse Rd and Landmeier Rd. Resurfacing will terminate before the crosswalks on both legs of the intersection. Project includes full depth patching, concrete curb and gutter removal and replacement and sidewalk removal and replacement. All sidewalk ramps will be improved to meet ADA requirements including detectable warning surfaces. At the intersection, new Accessible Pedestrian Signals and pedestrian push buttons will be installed. New sidewalk on the south side of Landmeier Rd from approx. 905 ft west of the intersection to approx. 1045 feet west of Busse Rd. New pavement markings and marked crosswalks.

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

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

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

Check One

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

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

**METHOD C - LPA's Share** 517,920.04 divided by estimated total cost multiplied by actual progress payment. Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

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

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

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible

low bidder as determined by the **STATE**.

15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

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

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

#### **IT IS MUTUALLY AGREED:**

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

#### **FISCAL RESPONSIBILITIES:**

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the



requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

#### ADDENDA

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Craig B. Johnson

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

366009201 conducting business as a Governmental Entity.

DUNS Number 072316581

UEI H7UKAR6JK9B3

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

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

Date

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

Date

Yangsu Kim, Chief Counsel

Date

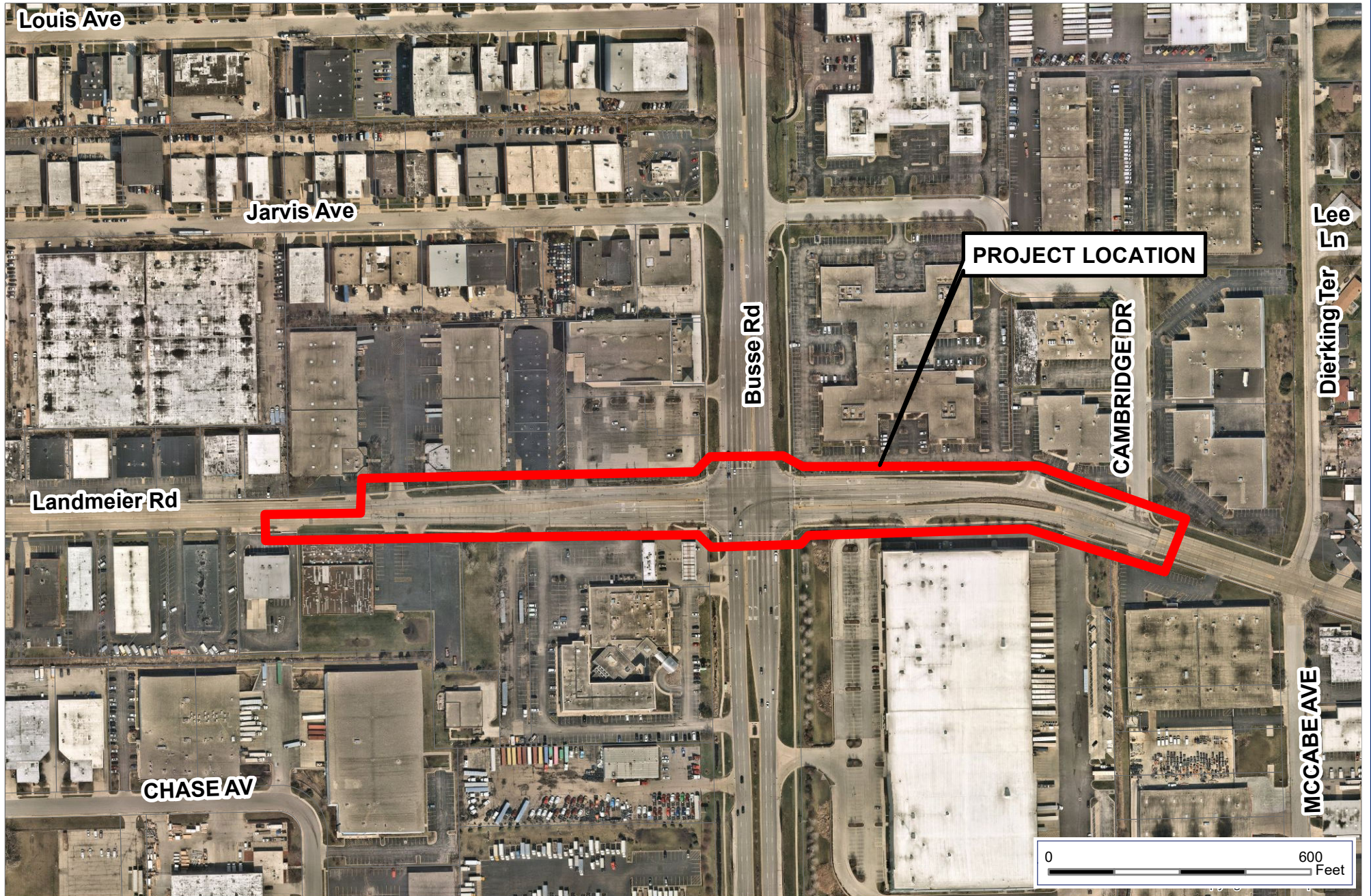
Vicki Wilson, Chief Fiscal Officer

Date

**NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**

Please check this box to open a fillable Resolution Form within this Addenda.





**Engineering Enterprises, Inc.**

52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
 www.eeiweb.com



**ELK GROVE VILLAGE**

450 E DEVON AVE  
 ELK GROVE VILLAGE, IL 60007



DATE:	JUNE 2022
PROJECT NO.:	EGV2203
BY:	MJT
PATH:	H:\GIS\PUBLIC\ELK GROVE VILLAGE\EGV2203
FILE:	EGV2203 Landmeier Road & Busse Road.MXD

**LOCATION MAP  
 LANDMEIER ROAD & BUSSE ROAD  
 INTERSECTION RESURFACING**







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

**A RESOLUTION ESTABLISHING REVISED PERSONNEL RULES AND REGULATIONS OF THE VILLAGE OF ELK GROVE VILLAGE**

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

**Section 1:** That the Mayor and Board of Trustees do hereby authorize the revised Personnel Rules and Regulations of the Village of Elk Grove Village, a copy is attached hereto and made a part hereof as if fully set forth.

**Section 2:** This revision incorporates changes in Federal and State law, and updates new provisions.

**Section 3:** That this Resolution shall be in full force and effect January 1, 2024 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**