



**AGENDA**  
**REGULAR VILLAGE BOARD MEETING**  
APRIL 23, 2024  
7:00 PM

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

INVOCATION (PASTOR LEANDRO NOGUEIRA, VILLAGE POINT CHURCH)

**3. APPROVAL OF MINUTES OF APRIL 9, 2024**

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

**5. ACCOUNTS PAYABLE WARRANT: APRIL 23, 2024 \$ 418,278.28**

**6. CONSENT AGENDA**

- a. Consideration of a request from the Fraternal Order of Police Elk Grove Village Lodge No. 35 to waive FY 2024-25 business license fees in the amount of \$50.

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

(The Director of Finance recommends approval.)

- b. Consideration of a request from the Elk Grove Park District to waive permit fees in the amount of \$1,925 for removing and replacing an existing ADA ramp and retaining wall at 499 Biesterfield Road.

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

(The Director of Community Development recommends approval.)

- c. Consideration to waive the formal bidding process and award a purchase contract to D'Orazio Ford of Wilmington, IL for the purchase of a Ford Explorer SUV in the amount of \$41,752.03 from the Capital Replacement Fund.

(Funds have been allocated in the FY2025 Vehicles Licensed Fund to purchase a New Ford Explorer to replace a 2014 Ford Explorer with high mileage for the Police Department.

(The Ford Explorer is available from D'Orazio Ford of Wilmington, IL in the amount of \$41,752.03.

(D'Orazio Ford currently has an Explorer with the appropriate specs in stock on their lot for immediate delivery.

(Adequate funds are available in the Police Department Budget within the Capital Replacement Fund.

(The Director of Public Works recommends approval.)

- d. Consideration to increase the professional engineering service contract with Gewalt Hamilton Associates, Inc. of Vernon Hills, IL for the design engineering services for the Elmhurst Road Fire Hydrant project in the amount of \$25,000 for a total contract not to exceed \$54,700 from the Busse-Elmhurst Redevelopment Fund.

(On January 9, 2024, a professional service contract was awarded to Gewalt Hamilton Associates, Inc. of Vernon Hills, IL for the Elmhurst Road Fire Hydrant project in the amount of \$29,700 from the Busse-Elmhurst Redevelopment Fund.

(During the design of this project, the original location of the fire hydrant changed and the addition of a second fire hydrant was added to the scope of the project.

(This additional work needed to complete design engineering includes soil borings, survey, and plat of permanent easement.

(Sufficient funds are available from the Busse-Elmhurst Redevelopment Fund.

(The Director of Public Works recommends approval.)

- e. Consideration to renew a contract with Temple Outdoor Decor of Oswego, IL for the Holiday Lighting and Decoration Services contract in the amount of \$57,408.36 from the General Fund.

(On August 16, 2022, the Village Board awarded a contract with Temple Outdoor Decor of Oswego, IL for the Holiday Lighting and Decoration Services.

(The contract provided for an option of four (4) additional renewals through January 31, 2027.

(Temple Outdoor Decor has performed satisfactorily throughout the contract.

(The contract period is from October 1, 2024 through January 31, 2025.

(The contract amount reflects a 3.3% increase over the previous year's contract.

(Funds for the contract have been allocated in the General Fund.

(The Director of Public Works recommends approval.)

- f. Consideration to award a professional service contract to Lauterbach & Amen, LLP of Naperville, IL to perform the Village's pension benefits administration services in a total contract amount not to exceed \$72,275.

(The Village received proposals from Lauterbach & Amen, LLP to professionally administer Fire and Police pension benefits.

(Lauterbach & Amen, LLP is a firm with extensive experience in the governmental sector

and provides professional benefit and administration services to over 300 public safety pension funds. They have demonstrated their commitment by providing quality service with technically competent personnel and are an industry leader in this specialty area. (The Director of Finance recommends approval.)

- g. Consideration to renew a professional services contract with CC Cartage Inc. of Lake Zurich, IL for the Spoil Hauling Services contract in the amount of \$81,579.32 from the Water & Sewer Fund.

(On February 23, 2021, the Village Board awarded a contract with C.C. Carthage, Inc. of Lake Zurich, IL to provide Spoil Hauling Services.

(The contract provided for an option of four (4) annual renewals through April 30, 2026.

(C.C. Carthage performed satisfactorily throughout the contract.

(The contract period is from May 1, 2024 through April 30, 2025.

(The contract amount reflects a 3.3% increase over the previous year's contract.

(Funds for the Spoil Hauling Services contract are available in FY2025 Water & Sewer Fund.

(The Director of Public Works recommends approval.)

- h. Consideration to award a professional engineering service contract with HR Green, Inc. of McHenry, IL for the final design and permitting of the Bennett Road and Gaylord Street Intersection Drainage Improvements Project in the amount of \$81,765 from the Business Leaders Forum Fund.

(HR Green, Inc. of McHenry, IL submitted a proposal to provide professional engineering services for the final design and permitting of the Bennett Road and Gaylord Street Intersection Drainage Improvements project.

(This contract will provide final design of required storm sewer improvements to alleviate storm water issues at the intersection. Contract deliverables will include final plans, specifications and all required permits.

(HR Green, Inc. has successfully completed several drainage studies for Village staff and is extremely knowledgeable in water resources engineering and localized drainage issues.

(Adequate funds are available in the Business Leaders Forum Fund.

(The Director of Public Works recommends approval.)

- i. Consideration to award a professional construction engineering service to HR Green, Inc. of McHenry, IL to provide the necessary construction engineering services for the Biesterfield Basin Outfall Improvement project in the amount of \$87,165 from the Water & Sewer Fund.

(HR Green, Inc. submitted a proposal to provide the necessary construction engineering services for the Biesterfield Basin Outfall Improvement project.

(This project will include the construction of a new storm sewer along the west property line of the WGN property, abandonment of the old corrugated metal storm sewer in residential rear yards, and the re-grading of the Roundtree Commons detention basin.

(HR Green has successfully completed construction supervision for Village staff in the past and is providing a resident engineer with a strong track record and over fourteen (14) years of experience.

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

- j. Consideration to award a service contract through the OMNIA Cooperative Purchasing Agreement with Cintas Corporation of Schaumburg, IL for the Uniform, Linen, and Floor Mat Services Contract in an amount not to exceed \$90,000 over the course of three years, with the annual cost of \$30,000.

(The Department of Public Works recommends awarding a service contract to Cintas Corporation of Schaumburg, IL for the Uniform, Linen and Floor Mate Services contract. (The Uniform, Linen and Floor Mat Services contract pricing has been established by the OMNIA Cooperative Purchasing Agreement cooperative and offered from Cintas Corporation of Schaumburg, IL.

(The contract provides uniforms for Public Works Department staff and linen and floor mat services at the Charles J. Zettek Municipal Complex and two (2) Public Works Department facilities.

(Adequate funds are budgeted in the Public Works Department Budget.

(The Director of Public Works recommends approval.)

- k. Consideration to renew a maintenance service contract with Lyons & Pinner Electric Company, Inc. of LaGrange, IL for the Residential Street Light Maintenance contract in the amount of \$98,952.09 from the General Fund.

(On April 23, 2019, the Village Board awarded a contract to Lyons & Pinner Electric Company, Inc. of LaGrange, IL for the Residential Street Light Maintenance contract.

(Lyons & Pinner Electric Company has performed satisfactorily throughout the contract.

(The contract period is from May 1, 2024 through April 30, 2025.

(The contract amount reflects a 3.3% increase over the previous year's contract.

(Funds for the Residential Street Light Maintenance contract are available in FY2025 Public Works General Fund.

(The Director of Public Works recommends approval.)

- l. Consideration of a request to increase a professional engineering service contract with HR Green, Inc. of McHenry, IL for final design engineering of the Biesterfield Road Basin Outfall Improvements in the amount of \$29,789 for a total contract of \$99,107 from the Water & Sewer Fund.

(On Tuesday, August 15, 2023, the Village awarded a professional engineering service contract to HR Green, Inc. of McHenry, IL for the final design engineering of the Biesterfield Road Basin Outfall Improvements project. Staff asked HR Green, Inc. to provide the Village with pipe replacement options that would be constructable and less invasive to residential properties than an in-kind replacement of the corrugated metal arch pipe.

(The additional scope of work included modifications to the Roundtree Commons detention basin, as well as improvements to the downstream drainage channel within the WGN property.

(Adequate funds are available in the FY2024 Water & Sewer Fund.

(The Director of Public Works recommends approval.)

- m. Consideration to award a Purchase Contract through Sourcewell #031712-MBI to Morbark Inc. of Winn, MI for the Purchase of a New 2024 Morbark 2230 Loader Brush Chipper in the amount of \$281,088.12 from the Capital Replacement Fund.

(The Morbark Loader Chipper 2230 is available through Sourcewell Contract #031712-MBI with Morbark Inc. of Winn, MI.

(Morbark Inc. is the primary manufacturer of forestry equipment.

(Adequate Funds are Budgeted in the Capital Replacement Fund.)

- n. Consideration to award a construction contract to the lowest responsive and responsible bidder, Schroeder Asphalt Services, Inc. of Marengo, IL for the parking lots resurfacing at the 2024 Pump House Parking Lots Paving Project in the amount of \$346,068.10 from the Water & Sewer Fund and the Busse-Elmhurst Redevelopment Fund.

(On Tuesday April, 9 2024, the Village opened sealed bids for the 2024 Pump House Parking Lots Paving Project.

(Nine (9) contractors obtained bid documents and five (5) submitted bids.

(The lowest responsive and responsible bid was received from Schroeder Asphalt Services, Inc. of Marengo, IL.

(The received bid came at \$34,650.90 below the engineer's estimate.

(Adequate Funds are available in the Water & Sewer Fund and the Busse-Elmhurst Redevelopment Fund.

(The Director of Public Works recommends approval.)

- o. Consideration to award a professional construction engineering services contract to V3 Companies of Woodridge, IL to provide the necessary construction engineering services for the 2024 Water Main Replacement - Tonne Road project in the amount of \$350,300 from Capital Project Fund.

(V3 Companies submitted a proposal to provide the necessary construction engineering services for the 2024 Water Main Replacement - Tonne Road project.

(This project will include constructing a replacement eight (8) and twelve (12) inch diameter water main from Elk Grove Boulevard to Fargo Avenue southbound and from Walnut Lane to Fargo Avenue, northbound.

(V3 Companies has successfully completed construction supervision for Village staff in the past, including last year's Lunt Avenue Water Main and is providing a resident engineer with a strong track record and over twenty (20) years of experience.

(Adequate funds are budgeted in the FY2025 Capital Projects Fund.

(The Director of Public Works has recommended approval.)

- p. Consideration to increase a professional services contract with HR Green, Inc. of McHenry, IL for engineering design services for the new dual off-street bike paths along each side of Busse Road by the amount of \$460,692 for a total contract amount of \$1,300,405 from the Busse-Elmhurst Redevelopment Fund.

(The Village is under contract with HR Green, Inc. of McHenry, IL, to provide design and permitting coordination for the construction of dual multi-use paths on each side of Busse Road, spanning from Oakton Street to Devon Avenue.

(This section of Busse Road is mapped as a proposed off-street bike route in the Village's Bicycle Plan.

(The contract amendment is required to cover scope of services after coordination with the Illinois Department of Transportation and the pipeline companies.

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

(The Director of Public Works has recommended approval.)

- q. Consideration to award a contract with Avalon Petroleum Co. of Kankakee, IL for the Gasoline and Diesel Fuel contract in an amount not to exceed \$461,000.

(On Tuesday, March 26, 2024, the Village opened sealed bids for the Gasoline and Diesel Fuel Supply Contract.

(The contract provides for furnishing and delivery of 87-octane regular unleaded gasoline, No. 2 grade ultra-low sulfur diesel fuel, and winter blend ultra-low sulfur diesel fuel to three Village sites.

(The initial term of the contract is from May 1, 2024 through April 30, 2025 with the option for four annual renewals in one year increments through April 30, 2029.

(The lowest responsive and responsible bid was received from Avalon Petroleum Co. of Kankakee, IL.

(Funds for gasoline and diesel fuel are adequately budgeted among the various Village Departments. Costs are allocated based on actual usage.

(The Director of Public Works recommends approval.)

- r. Consideration to award a purchase contract through the Suburban Purchasing Cooperative (SPC) Joint Purchasing Contract to Standard Equipment Company of Chicago, IL for the purchase of a Vactor 2100i combination sewer cleaning truck in an amount not to exceed \$550,000 from the Water & Sewer Fund.

(Funds are available in the FY2024 budget to replace unit 826, a 2013 Vactor Sewer Cleaner, due to age, engine hours and excessive repair costs.

(The Sewer activity held equipment demonstrations for two trucks that are available from joint purchasing contracts the Village utilizes. After evaluating each truck, and considering feedback from operators, staff finds the Vactor 2100i meets and exceeds the necessary requirements.

(The Vactor 2100i combination truck is available through the Suburban Purchasing Cooperative (SPC) Joint Purchasing Contract to Standard Equipment Company of Chicago, IL. Total cost with all required equipment, minus the trade-in of the Village's existing unit, is \$550,000.

(Sufficient funds are available in the Water & Sewer fund.

(The Director of Public Works recommends approval)

- s. Consideration to increase the construction contract with Water Well Solutions of Elburn, IL to the amount of \$60,000 for a total contract not to exceed \$594,196 from the Water and Sewer Fund.

(On April 25, 2023, a construction contract was awarded to Water Well Solutions, of Elburn, IL for the Well House Number 11 Rehabilitation project in the amount of \$534,196 from the Water and Sewer Fund.

(During the construction of this project, the old well could not be removed by traditional means and methods. A special rig was transported from Iowa to remove the well. Additional electrical upgrades were also needed to correct the unstable power from ComEd.

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

(The Director of Public Works recommends approval.)

- t. Consideration to award a purchase contract through the Sourcewell Purchasing Cooperative to TransChicago Truck Group of Elmhurst, IL for the purchase of two (2) Freightliner 5 Ton Dump Trucks with Dual plows & spreader in the amount of \$616,768 from the Capital Replacement Fund.

(Funds have been allocated in the FY2025 Budget to replace trucks 726 and 714, both International trucks, due to excessive repairs, age and wear.

(The two (2) Freightliner 5 Ton Dump Trucks with dual plows & spreader are available through the SourceWell Purchasing Cooperative Contract #081716 from TransChicago Truck Group of Elmhurst, IL in the amount of \$616,768.

(Adequate funds are available in the FY2025 Capital Replacement Fund.

(The Director of Public Works recommends approval.)

- u. Consideration to award a construction contract to the lowest responsive and responsible bidder Martam Construction, Inc. of Elgin, IL for the Biesterfield Basin Outfall Improvement project in the amount of \$789,319.87 from the Water & Sewer Fund.

(On Friday, April 12, 2024, the Village opened sealed bids for the Biesterfield Basin Outfall Improvements project.

(This project will include the construction of a new storm sewer along the west property line of the WGN property, abandonment of the old corrugated metal storm sewer in residential rear yards, and the re-grading of the Roundtree Commons detention basin.

(A total of twelve (12) contractors obtained bid documents and two (2) contractors submitted bids.

(The lowest responsive and responsible bid was received from Martam Construction, Inc. of Elgin, IL.

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

(The Director of Public Works recommends approval.)

- v. Consideration to award a professional design-build service contract with Baxter & Woodman of Crystal Lake, IL for professional engineering services for inspection, design and construction engineering and construction for the Village's Rear Yard Drainage Program in the amount of \$800,000 from the Water & Sewer Fund.

(A proposal for professional design-build services was solicited from Baxter & Woodman of Crystal Lake, IL for the inspection, design, construction engineering and construction for the Village's Rear Yard Drainage Program, for the extent of the 2024-2025 fiscal year.

(Baxter & Woodman successfully assisted with, designed and oversaw construction of the last three Rear Yard Drainage Programs for the Village.

(Adequate funds for the project have been allocated in the FY2025 Water & Sewer Fund.

(The Director of Public Works recommends approval.)

- w. Consideration to award a professional service contract to Hampton, Lenzini and Renwick, INC of Elgin, IL for the Business Park Ditch Maintenance Program in the amount of \$1,049,824 from the Business Leaders Forum Fund, Busse-Elmhurst Redevelopment Fund and Higgins Road Corridor Redevelopment Fund.

(A proposal for professional design-build services was solicited from Hampton, Lenzini and Renwick, Inc. of Elgin, IL for analysis, vegetation management, engineering, permitting, and construction to manage the Village's Business Park ditch system.

(Hampton, Lenzini and Renwick has successfully assisted several other Municipalities in the Chicagoland area with similar projects.

(Adequate funds are available in the Business Leaders Forum Fund, Busse-Elmhurst Redevelopment Fund and Higgins Road Corridor Redevelopment Fund.

(The Director of Public Works recommends approval.)

- x. Consideration to award a construction contract to the lowest responsive and responsible bidder Acqua Contractors Corporation of Elmhurst, IL for the 2024 Water Main Replacement - Tonne Road project in the amount of \$4,050,000 from the Water & Sewer Fund, Business Leaders Forum Fund, and the Capital Projects Fund.

(On Thursday, April 11, 2024, the Village opened sealed bids for the 2024 Water Main Replacement - Tonne Road project.

(This project will include constructing a replacement eight (8) and twelve (12) inch diameter water main from Elk Grove Boulevard to Fargo Avenue southbound and from Walnut Lane to Fargo Avenue, northbound.

(A total of seventeen (17) contractors obtained bid documents and twelve (12) contractors submitted bids.

(The lowest responsive and responsible bid was received from Acqua Contractors Corporation of Elmhurst, IL.

(Adequate funds are available in the Water & Sewer Fund, Business Leaders Forum Fund, and the Capital Projects Fund.

(The Director of Public Works recommends approval.)

- y. Consideration to authorize the Village Manager to execute contracts renewing the Village's health insurance programs as of July 1, 2024.

(In July of 2024, the Village will begin its 9th year of participation with the Intergovernmental Personnel Benefit Cooperative (IPBC).

(This contract renewal will maintain the Village's coverage with Blue Cross for the HMO and PPO plans.

(The self-funded plans include all medical programs and the Village's dental PPO plan within the IPBC. The Village has one fully-insured plan within the IPBC, which is the dental HMO.)

- z. Consideration to adopt Ordinance No. 3851 approving amendments to the agreement establishing the Solid Waste Agency of Northern Cook County as a municipal joint action agency and to the Bylaws of the Solid Waste Agency of the Northern Cook County.

(Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any



powers, privileges, functions, or authority exercised or which may be exercised by a unit of local government, such as the Village of Elk Grove Village, to be combined and exercised jointly with any other unit of local government.

(Pursuant to such authorization, the Village of Elk Grove Village has entered into an Agreement with other municipalities establishing the Solid Waste Agency of Northern Cook County (“SWANCC”) as a municipal joint action agency.

(These amendments relate to the composition of member representatives on the SWANCC Board of Directors.)

- aa. Consideration to adopt Resolution No. 25-24 authorizing the appointment of a Director and Alternate Directors to the Solid Waste Agency of Northern Cook County, a Municipal Joint Action Agency (SWANCC).

(This Resolution designates Mayor Craig B. Johnson as a Director on the Board of Directors of the Agency and appoints Trustee Jeffrey C. Franke, Matthew J. Roan, and Maggie A. Jablonski as Alternate Directors, for a two-year term expiring April 30, 2026 or until his or her successor is appointed.)

## **7. REGULAR AGENDA**

- a. Consideration to adopt Resolution No. 26-24 authorizing the Mayor and Village Clerk to execute a pre-annexation agreement between the Village of Elk Grove Village and the designated owner of property to be annexed to the Village (533 Ridge Ave.).

(The Owner desires to annex the Property as shown in the Plat of Annexation, dated November 27, 2023, and attached hereto as Exhibit C, pursuant to the terms of this Agreement.)

- b. Consideration to adopt Ordinance No. 3852 annexing certain property to the Village of Elk Grove Village and automatically zoning same in accordance with the Village's Comprehensive Plan and Zoning Map (533 Ridge Ave.).

(Upon annexation, the Owner seeks to have the Property designated in the R-3 Residential Zoning District as designated in the Village's Comprehensive Plan Map dated April 24, 1990.

(The Owner and the Village have entered into a valid and binding Pre-Annexation Agreement with respect to the annexation of the subject property to the Village.)

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

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

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

**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 APPROVING AMENDMENTS TO THE AGREEMENT ESTABLISHING THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY AS A MUNICIPAL JOINT ACTION AGENCY AND TO THE BYLAWS OF THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY**

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**WHEREAS**, the Village of Elk Grove Village is a home rule, special charter, municipal corporation existing in accordance with the Illinois Constitution of 1970; and

**WHEREAS**, Section 6(a) of Article VII of the Illinois Constitution of 1970 authorizes home rule units, such as the Village of Elk Grove, to “exercise any power and perform any function pertaining to its government and affairs;” and

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

**WHEREAS**, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any powers, privileges, functions, or authority exercised or which may be exercised by a unit of local government, such as the Village of Elk Grove Village, to be combined and exercised jointly with any other unit of local government; and

**WHEREAS**, pursuant to such authorization, the Village of Elk Grove Village has entered into an Agreement with other municipalities establishing the Solid Waste Agency of Northern Cook County (“SWANCC”) as a municipal joint action agency (“Agreement”); and

**WHEREAS**, as a member of SWANCC, the Village of Elk Grove Village has approved By-Laws that, together with the Agreement, govern the function and operation of SWANCC; and

**WHEREAS**, the Village of Elk Grove Village now desires, and finds it in the best interest of the health, safety, morals and welfare of the Village, to amend the Agreement and the By-Laws of SWANCC concerning the appointment of representatives authorized to represent the City / Village at meetings of SWANCC, all as set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ELK GROVE VILLAGE, COUNTY OF COOK, STATE OF ILLINOIS, AS FOLLOWS:

**Section 1: Recitals.** The foregoing recitals are hereby adopted by this reference as findings of the Mayor and Board of Trustees and are hereby incorporated into this Section as if fully set forth.

**Section 2: Amendment to Agreement** Section 8, "Governance," subsections \*.3 and 8.4, are hereby amended as follows (added text is shown as **bold, double-underlined text** and deleted text is shown as ~~stricken text~~):

Section 8. Governance.

8.1 The Agency shall be governed and administered as provided in this Section and in the By-Laws, adopted pursuant to, and subject to the limitations of, this Agreement.

8.2 The governing body of the Agency shall be the Board of Directors. There shall be one Director for each Member, who shall be appointed by vote of the corporate authorities of the Member and who at the time of appointment shall be the (i) Mayor or President of a Member (if such Member is a municipality) or the President or Chairman of a Member (if such Member is a County), (ii) another elected member of the corporate authorities of the Member or, (iii) the chief administrative officer of the Member. The term of each initial Director shall begin when he or she is appointed and shall continue until April 30, 1991 and until his or her successor is appointed. Thereafter, all Directors shall be appointed for two-year terms expiring on April 30 of odd numbered years. Except as provided in paragraph 8.4, a person serving as a Director shall serve until his or her term expires, and thereafter until his or her respective successor is appointed. Each Director shall have one vote on the Board of Directors.

8.3 Any Member may appoint one or more persons to serve as the Alternate Director. Any such appointee shall meet the qualifications for office as a Director established in paragraph 8.2 **or shall be a staff person of the Member appointed by its corporate authority and granted the authority to act on the Member's behalf.** The Alternate Director may attend any

meeting of the Board of Directors and may vote as the Director in the absence of the Director from that Member or if there is a vacancy in the position of Director from that Member. The term of an Alternate Director shall be the same as the term of the Director from the appointing Member. Except as provided in paragraph 8.4, a person serving as Alternate Director shall serve until his or her term expires and thereafter until the successor is appointed.

8.4 All appointments of Directors and Alternate Directors shall be by ordinance or resolution of the corporate authorities of the appointing Member, a certified copy of which shall be filed with the Secretary of the Agency. Should any Director or Alternate Director cease to serve as the President, Mayor, Chairman, elected member of the corporate authorities ~~or~~, chief administrative officer of the appointing Member, **or staff person of the Member granted authority to act on the Member's behalf**, that person shall simultaneously cease to serve as Director or Alternate Director of the Agency and the position shall be vacant. Any vacancy in the office of Director or Alternate Director shall be filled by appointment by the Member with respect to which the vacancy exists. Directors and Alternate Directors shall receive no compensation for their service in this capacity but may be reimbursed by the Agency for reasonable and necessary expenses incurred in performance of their duties.

/remainder unchanged/

**Section 3: Amendment to By-Laws** Section 1, "Members and Powers," is hereby amended as follows (added text is shown as **bold, double-underlined text** and deleted text is shown as ~~stricken text~~):

1. Members and Powers. The Board of Directors of the Agency shall be comprised as provided in the Agreement and the By-Laws and shall exercise those powers specified in the Agreement and the By-Laws. If any Director **or Alternate Director** ceases to serve as the President, Mayor, Chairman, elected member of the corporate authorities ~~or~~, chief administrative officer of the Member which appointed such person, **or staff person of the Member granted authority to act on the Member's behalf**, becomes incapacitated or is otherwise removed as a Director **or Alternate Director** by the corporate authorities of the appointing Member, that seat on the Board of Directors shall, subject to the provision for participation by Alternate Directors contained in Section 2 of this Article, be vacant

until a successor is appointed by that Member. (For purposes of the By-Laws, "Member" shall have the same meaning as in the Agreement.)

**Section 4: Superseder.** In the event a conflict exists between the terms of this Ordinance and any other ordinance or resolution of the Village of Elk Grove Village, the terms of this Ordinance shall govern.

**Section 5: Severability.** If any section, paragraph, clause, phrase, provision or part of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause, phrase, provision or part shall not affect the validity of any of the remaining provisions of this Ordinance.

**Section 6: Effective Date.** This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form according to law.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2024

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024

APPROVED:

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

ATTEST:

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

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

**A RESOLUTION APPROVING AND AUTHORIZING THE APPOINTMENT OF A DIRECTOR AND ALTERNATE DIRECTORS TO THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY, A MUNICIPAL JOINT ACTION AGENCY (SWANCC)**

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

**Section 1:** The Village of Elk Grove Village is a member of the Solid Waste Agency of Northern Cook County (“the Agency”) and pursuant to the Agency Agreement establishing the Agency, is entitled to appoint a Director and one or more Alternate Directors to the Board of Directors of the Agency.

**Section 2:** That the Mayor and Board of Trustees appoints Craig B. Johnson as its Director on the Board of Directors of the Agency and appoints Jeffrey C. Franke, Matthew J. Roan, and Maggie A. Jablonski as its Alternate Directors, in each case for a two-year term expiring April 30, 2026, or until his or her successor is appointed.

**Section 3:** That the Village Clerk is hereby authorized and directed to send two (2) certified copies of this Resolution to the Executive Director of the Agency within five days of the approval of this Resolution.

**Section 4:** That this Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law.

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**APPROVED:**

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

**ATTEST:**

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

**PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_ 2024 in pamphlet form.**

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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A PRE-ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE DESIGNATED OWNER OF PROPERTY TO BE ANNEXED TO THE VILLAGE (533 RIDGE AVE)**

**WHEREAS**, on April 23, 2024, a public hearing was held pursuant to Section 65 ILCS 5/11-15.1 et. seq. of the Illinois Municipal Code to consider the approval of a Pre-Annexation Agreement between the Village of Elk Grove Village and the designated owner of property to be annexed to the Village; and

**WHEREAS**, as a result of the testimony and evidence presented at said public hearing, the Mayor and Board of Trustees of the Village of Elk Grove Village find and believe it to be in the best interest of the Village that the Pre-Annexation Agreement between the Village and Owner be approved.

**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 Pre-Annexation Agreement between the Village of Elk Grove Village and the designated owner of property to be annexed to the Village, which Agreement is attached hereto and made a part hereof 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 \_\_\_\_\_ 2024**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**APPROVED:**

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

**ATTEST:**

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



## **PRE ANNEXATION AGREEMENT**

THIS PRE ANNEXATION AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the Village of **Elk Grove Village**, an Illinois municipal corporation and home rule unit of local government located in Cook and DuPage Counties (hereinafter referred to as the “Village”), and (**Owner Name**) (hereinafter referred to as the “Owner”) regarding the annexation of 533 Ridge Avenue (the “Property”).

### **RECITALS:**

**WHEREAS**, the Owner is the owner of record for the Property, which is commonly known as 533 Ridge Avenue and legally described in Exhibit A and depicted in the Plat of Survey, dated February 13, 1957, and attached hereto as Exhibit B; and

**WHEREAS**, the Property is not located within the corporate limits of any municipality; and

**WHEREAS**, the Property is contiguous to the corporate limits of the Village; and

**WHEREAS**, the Owner desires to annex the Property as shown in the Plat of Annexation, dated November 27, 2023, and attached hereto as Exhibit C, pursuant to the terms of this Agreement; and

**WHEREAS**, the Owner has filed a duly executed and authorized annexation petition with the Village Clerk signed by the owner of record of the Property, and by all electors residing thereon; and

**WHEREAS**, upon annexation, the Owner seeks to have the Property designated in the R-3 Residential Zoning District as designated in the Village’s Comprehensive Plan Map dated April 24, 1990; and

**WHEREAS**, due notice as required by statute has been sent to and received by the Trustees of all Fire Protection Districts and Public Library Districts having jurisdiction over the Subject Property, the Township Road Commissioner(s) and Town Board of Elk Grove Township, and any other entity or person entitled to such notice and the Village will file affidavits of such service of notice with the Office of the Cook County Clerk, Recordings Division in accordance with applicable provisions of the Illinois Municipal Code, and will comply with all other additional requirements of the Illinois Municipal Code; and

**WHEREAS**, on \_\_\_\_\_, the Corporate Authorities conducted a public hearing to consider this Agreement pursuant to notice published on \_\_\_\_\_, 2024 by the Village in the Daily Herald, a newspaper of general circulation within the Village, and in accordance with the notice requirements contained in the Village’s Zoning Ordinance; and

**WHEREAS**, the Parties desire, pursuant to applicable provisions of the Illinois Compiled Statutes (including, without limitation, those set forth at 65 ILCS 5/11-15.1-1, *et seq.*), the

Village's Zoning Ordinance, and the Village's home-rule authority, to enter into an agreement addressing the annexation of the Property to the Village; and

**WHEREAS**, the Corporate Authorities have considered the annexation of the Property to the Village and have determined that the best interests of the Village will be served by annexing the Subject Property into the Village in accordance with this Agreement's terms, and, by the affirmative vote of at least two-thirds of the Corporate Authorities then holding office, the Corporate Authorities have approved this Agreement and have authorized the Mayor and Clerk of the Village to execute this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing preambles, which are hereby incorporated into and made a part of this Agreement, and of the mutual covenants hereinafter contained, the Parties agree as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated by reference as if expressly set forth in this Annexation Agreement.
2. Statutory Authority. This Annexation Agreement is made pursuant to and in accordance with 65 ILCS 5/11-15.1-1 et. seq., (as amended), and the Village's Home Rule Authority pursuant to Article VII, Section 6 of the Illinois Constitution of 1970.
3. Annexation Ordinance. Subject to the provisions of 65 ILCS 5/11-15.1.1 et. seq., (as amended), within a reasonable time after the execution of this Agreement by the Parties to this Agreement, the Village, through the action of the Corporate Authorities, agrees to do all things necessary or appropriate to cause the Property to be validly annexed to the Village, including the enactment of an ordinance annexing the Property to the Village and designating the Subject Property in the R-3 Single Family Residence District. The Village shall notify entities or persons of such annexation and promptly record all ordinances, plats, and affidavits necessary to said annexation, in accordance with any and all statutory and Village requirements.
4. Variations from and Governance of Local Codes. The Owner does not seek any variations from the provisions of Village ordinances, rules and codes of the Property. The Parties agree that the existing Property and use will be considered legal non-conforming as of the executed date of this Agreement. Any and all changes to the Property after the executed date of this Agreement shall comply in all respects with the provisions in the Building, Plumbing, Electrical, Fire Prevention, Zoning and Development Codes of the Village and all other applicable codes and ordinances of the Village in effect on the date an application for a building permit or construction is filed with the Village. The Owner further agrees that the Property will be subject to the Elk Grove Village Code and ordinances and all subsequent amendments thereto, as they may from time to time apply to the Property.
5. Sidewalk. At Owner's sole cost, as provided in section 8.3 of this Agreement, the Village shall construct a four (4') foot wide public sidewalk to serve the Property along the Property, as indicated in the Site Plan attached hereto as Exhibit D. Owner acknowledges that the installation of this Sidewalk will require the removal of a shrub on the Owner's

property, as indicated in the Site Plan, and agrees to permit entry on the Owner's property and the removal of this shrub by the Village.

6. Water and Sanitary Systems

6.1 The Village represents and warrants that it owns, operates and maintains a potable water supply and distribution system within its borders, and water mains and lines within rights-of-way which can service the Property. Within six (6) months of annexation, the Owner must connect to and use such system, and mains and lines, including the installation of any necessary equipment, which connection shall be on the west side of Ridge Avenue as approved by the Village Engineer. At the time of connection, Owner shall pay the water tap-on and permit fees, as provided for by the terms of the Village Code. The Village shall grant Owner's access to all Village owned rights-of-way to enable Owner's provision of potable water service to the Property.

6.2 The Village represents and warrant that it owns, operates and maintains a sanitary sewer system within its borders which the Property currently utilizes with an existing connection.

6.3 The existing water well on the Property shall be permanently capped and abandoned by the Owner, at Owner's sole cost and expense, within six (6) months of annexation. The well must be disconnected from the interior plumbing of the house prior to connecting to the Village water supply. The well shall be permanently capped and abandoned within 30 days of such connection. Documentation and inspection(s) verifying compliance shall be presented to the Village prior to operation of the water service noted in 6.1 of this Agreement.

7. Recapture Fees. Village represents and warrants that no recapture fees are due and payable to any person or entity as a result of the Subject Property's annexation, development, or connection to any utility improvements serving the Subject Property.

8. Fees.

8.1 At the time of annexation of the Property to the Village, Owner shall pay to the Village an annexation fee of Five Hundred and No/100 Dollars (\$500.00) for the annexation of the Property, plus all other accompanying fees required by existing laws, ordinances, rules and regulations, such as filing fees, court reporter costs or other related fees and expenses called for under the Village's ordinances.

8.2 The Village will waive the requirement in Section 8-12B-1-1E of the Village's Subdivision Control Ordinance for a Ten (10) Percent land dedication for all residential developments.

8.3 At the time of annexation of the Property to the Village, Owner shall pay to the Village a sidewalk construction fee of six thousand five hundred and fifteen dollars (\$6,515.00).

8.4 At the time of annexation to the Village and prior to completion of the water service connection, the Owner shall pay to the Village fees for sanitary service in the amount of \$39.01 per month.

8.5 At the time of completion of the water service connection, the Owner shall pay to the Village the following water/sewer fees which may be amended from time to time by the Corporate Authorities:

- a. \$12.00 per thousand gallons of water
- b. Stormwater management fee as established by Section 7-2-5-2:C of the Village Code.

8.6 Except as provided above, there shall be no other fees (other than reimbursement to the Village for documentation and recording fees) imposed by the Village on the annexation of the Property, except, when applicable, for building permit fees, engineering review and inspection fees, and water and sewer tap-on charges, as provided for by the terms of Village codes, which shall be the same rates as are uniformly applied through the Village and generally for all other property and Owner within the Village.

9. Binding Effect. The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land. This Agreement shall be recorded against the title of the Subject Property and shall be binding upon and inure to the benefit of the Parties hereto, grantees, successors in interest, assignees, heirs, executors, or lessees, including their successor Village officials. If any existing resolution or ordinance be in any way inconsistent or in conflict with any provisions hereof, then the provisions of this Agreement shall constitute lawful and binding amendments to and shall supersede the terms of said inconsistent resolution or ordinance. If any Village Code, ordinance or regulation is hereafter adopted, amended or interpreted so as to be less restrictive upon Owner, its successors or assigns with respect to the development of the Property than is the case under existing law, then, at Owner's option, such less restrictive amendment or interpretation shall control.

10. Notices. All notices, elections or other communications between the Parties hereto shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, to the Parties at the following addresses or such other address as the Parties may, by notice, designate:

If to the Village:

Elk Grove Village

Attn: Village Manager, with Copy to Village Clerk

901 Wellington Avenue

Elk Grove Village, Illinois 60007

If to Owner

(Owner Name & Address)

11. Enforceability. This Agreement shall be enforceable in any court of competent jurisdiction by either of the parties hereto by an appropriate action at law or in equity.
12. Severability. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.
13. Term. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, for a period of twenty (20) years from the date of execution hereof.
14. Recording. Within sixty (60) days after the execution of this Agreement, the Village Clerk shall record the Agreement, or a memorandum hereof, at the sole cost and expense of the Owner in the Office of the Cook County Recorder of Deeds.
15. Time is of the essence of this Agreement. Upon the occurrence of a default of any of the provisions of this Agreement, which default continues for thirty (30) days after a notice specifying such default is given the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus or other proceeding, including specific performance, enforce or compel the performance of this Agreement by the defaulting party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date beside their respective signatures.

Village of Elk Grove Village,  
an Illinois Home Rule municipal corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Owner)

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

Legal Description:

**EXHIBIT B**

Plat of Survey prepared by Central Survey Company, dated February 13, 1957

**EXHIBIT C**

Plat of Annexation prepared by Gremley & Biedermann, dated November 27, 2023

**EXHIBIT D**

Site Plan

EXHIBIT A

LEGAL DESCRIPTION:

LOT 134 IN BRANIGER'S FOREST VIEW HOMESITES, A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 20,624 SQUARE FEET (0.47 ACRES) OF LAND, MORE OR LESS.

COMMONLY KNOWN AS: 533 RIDGE AVE., ELK GROVE VILLAGE, IL



# SURVEYORS and CIVIL ENGINEERS

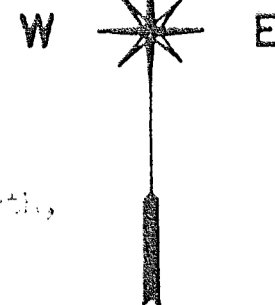
6233 NORTH NAPER AVENUE

PHONE NEWCASTLE 1-5285

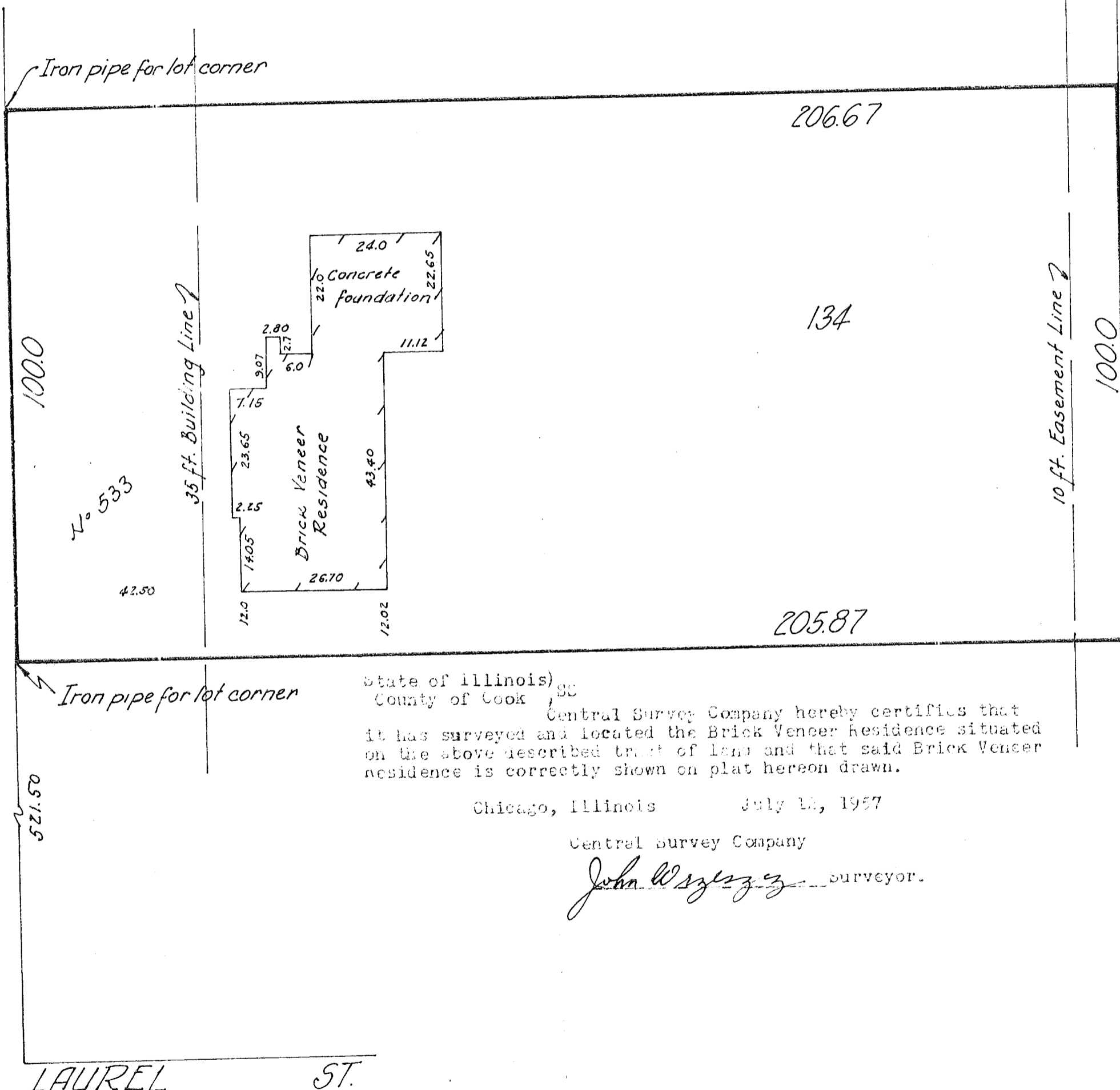
## PLAT OF SURVEY

OF

Lot 134, in Bearigan's Forest View Homesites, a Subdivision of part of Section 28, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.



AVE.



RIDGE

LAUREL ST.

State of Illinois) ss.  
 County of Cook )  
 Central Survey Company hereby certifies that it has surveyed and located the Brick Veneer residence situated on the above described tract of land and that said Brick Veneer residence is correctly shown on plat hereon drawn.

Chicago, Illinois July 13, 1957

Central Survey Company  
*John W. Szyszczak* Surveyor.

CHECKED AND APPROVED:

*John W. Szyszczak*  
 Surveyor.

Ordered by Rudolph Seidl  
 Book 117 Page 54

Compare all points and promptly report any discrepancies.  
 Consult deed for building line and restrictions.

STATE OF ILLINOIS) ss.  
 County of Cook )

CENTRAL SURVEY COMPANY hereby certifies that it has surveyed the above described property and the plat hereon drawn is a correct representation of said survey.

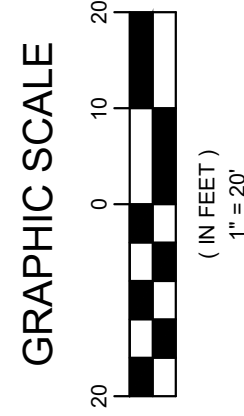
Chicago, February 13, 1957  
 CENTRAL SURVEY CO.

By *John W. Szyszczak*

# PLAT OF ANNEXATION TO THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

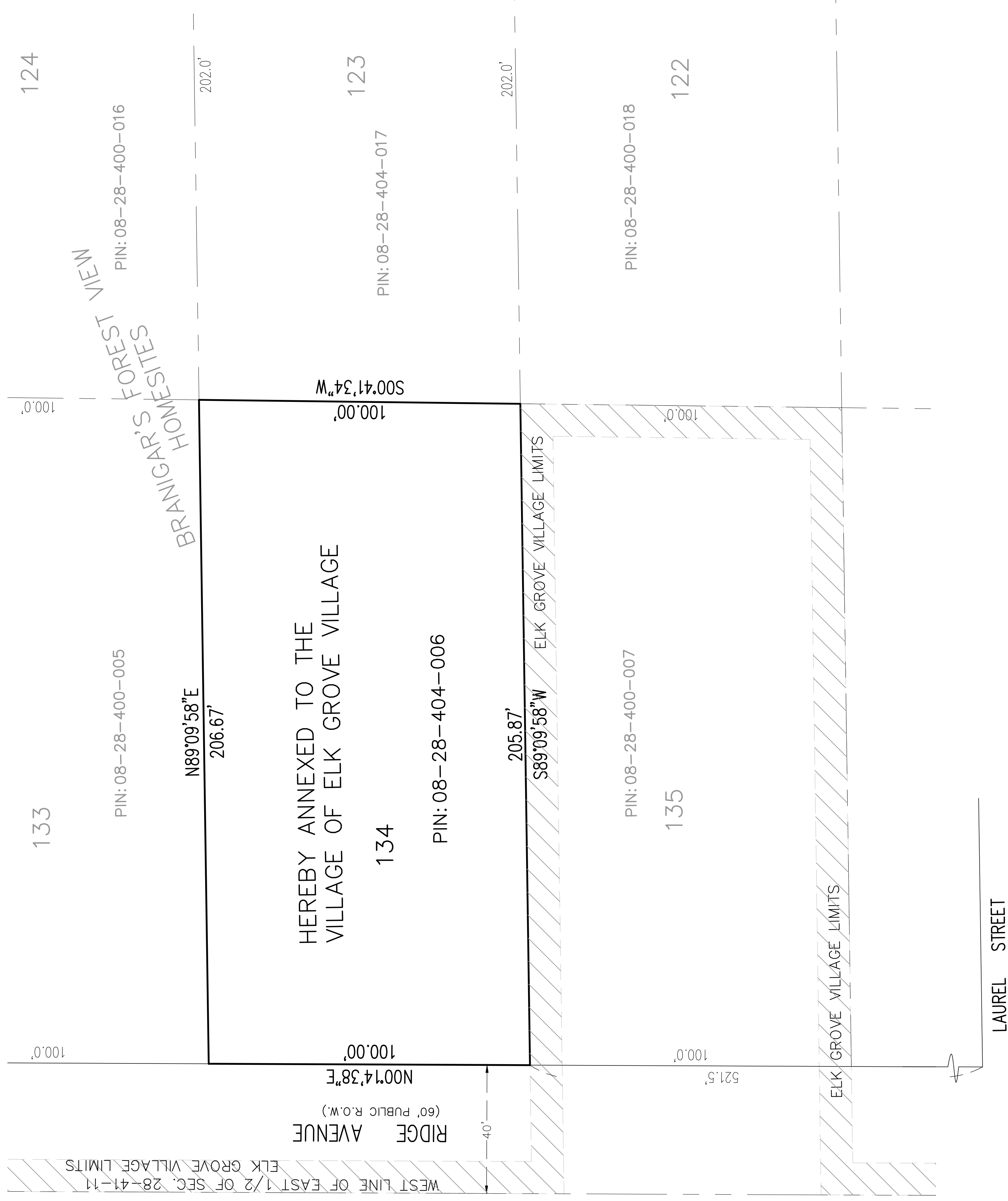
LOT 134 IN BRANIGER'S FOREST VIEW HOMESITES, A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP  
41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
CONTAINING 20.624 SQUARE FEET (0.47 ACRES) OF LAND, MORE OR LESS.

EXHIBIT C



RESERVED FOR THE VILLAGE OF ELK GROVE VILLAGE

RESERVED FOR COOK CO.



PIN:  
08-28-404-006-0000

VILLAGE BOARD CERTIFICATE  
STATE OF ILLINOIS )  
COUNTIES OF COOK & DUPAGE )

THIS IS TO CERTIFY THAT THIS ACCURATE MAP OF TERRITORY ANNEXED IS IDENTIFIED AS THAT INCORPORATED INTO AND MADE A PART OF THE VILLAGES OF ELK GROVE VILLAGE BY ORDINANCE NO. \_\_\_\_\_ ADOPTED BY THE MAYOR AND THE BOARD OF TRUSTEES OF SAID VILLAGE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

BY: \_\_\_\_\_ VILLAGE MAYOR

PRINTED NAME \_\_\_\_\_

ATTEST: \_\_\_\_\_ VILLAGE CLERK

PRINTED NAME \_\_\_\_\_

ORDERED BY: VILLAGE OF ELK GROVE VILLAGE ADDRESS: 533 RIDGE AVE. ELK GROVE VILLAGE, IL.	CHECKED: DRAWN: BSS 
ORDER NO. <b>2023-31620-001</b>	DATE: NOVEMBER 27, 2023 SCALE: AS SHOWN SHEET NO. 1 OF 1
GREMLEY & BIEDERMANN P.L.C.S. CORPORATION PROFESSIONAL LAND SURVEYORS 4305 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5302 FAX: (773) 284-4184 EMAIL: INFO@P.L.C.S.-SURVEY.COM	

STATE OF ILLINOIS  
COUNTY OF COOK'SS

I, BRIAN S. STOUFF, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS AND THAT THE PURPOSES OF ANNEXING THE SAME AS SHOWN ON THE PLAT HEREON DRAWN AND DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SIGNED ON \_\_\_\_\_ NOVEMBER 27, 2023

By: \_\_\_\_\_  
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 0834  
My license expires November 30, 2024

NOTES:  
Distances shown hereon are Record distances unless otherwise noted and are marked in feet and decimal fractions thereof. Compare all points BEFORE building or other work and if error report any error immediately BEFORE damage is done.  
No dimensions shall be assumed by scale measurement upon this plat.  
Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.  
COPYRIGHT GREMLEY & BIEDERMANN, INC. 2023. All Rights Reserved



VILLAGE OF ELK GROVE VILLAGE

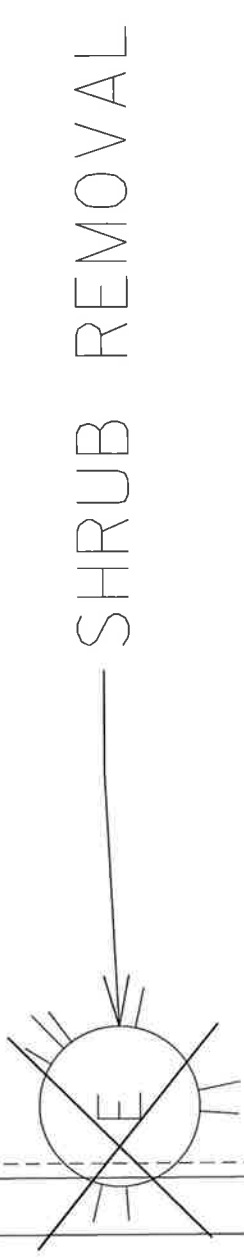
NO.	DATE	BY	REVISIONS

533 RIDGE  
PROPOSED SIDEWALK

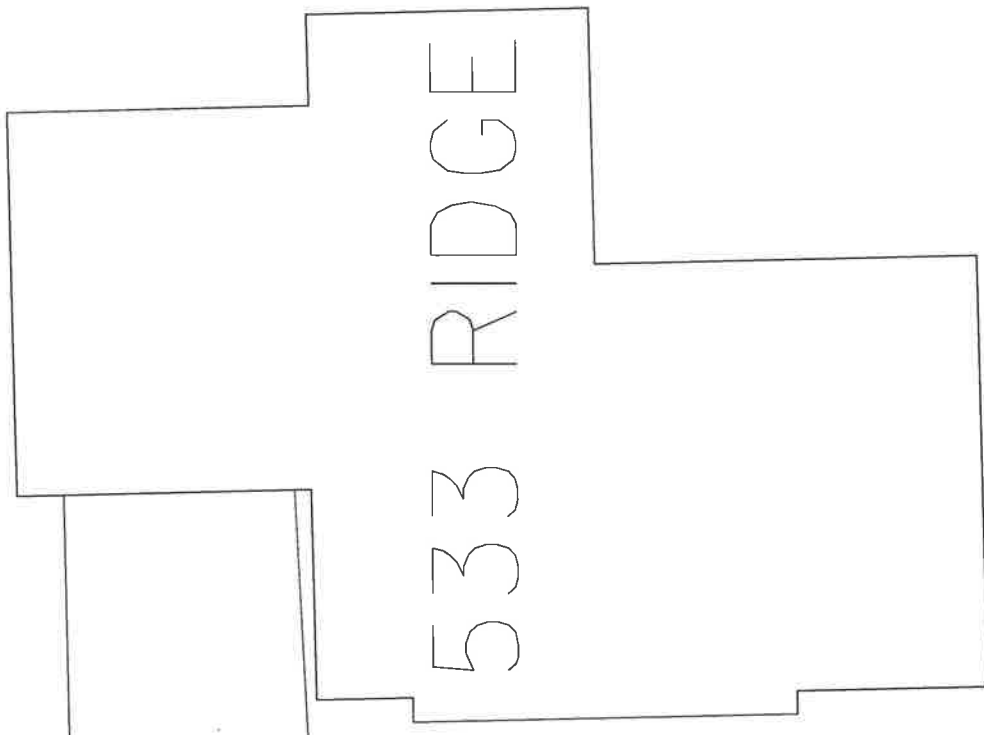
DESIGNED BY: EDS  
DRAWN BY: EDS  
SCALE: 1/8" = 1'-0"  
HALF SIZE

01 of 01  
SHEET NO.

EXHIBIT D



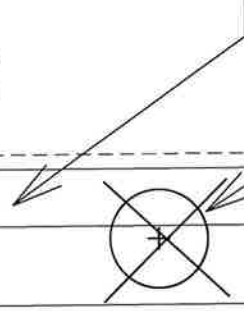
PROPOSED APRON



ROW (+)

PROPOSED SIDEWALK

TREE REMOVAL



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

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE VILLAGE OF ELK GROVE VILLAGE AND AUTOMATICALLY ZONING SAME IN ACCORDANCE WITH THE VILLAGE’S COMPREHENSIVE PLAN AND ZONING MAP (533 RIDGE AVE)**

---

**WHEREAS**, the Owner is the owner of record for the Property, which is commonly known as 533 Ridge Avenue and legally described in Exhibit A and depicted in the Plat of Survey, dated February 13, 1957, and attached hereto as Exhibit B; and

**WHEREAS**, the Property is not located within the corporate limits of any municipality; and

**WHEREAS**, the Property is contiguous to the corporate limits of the Village; and

**WHEREAS**, the Owner desires to annex the Property as shown in the Plat of Annexation, dated November 27, 2023, and attached hereto; and

**WHEREAS**, the Owner has filed a duly executed and authorized annexation petition with the Village Clerk signed by the owner of record of the Property, and by all electors residing thereon; and

**WHEREAS**, upon annexation, the Owner seeks to have the Property designated in the R-3 Residential Zoning District as designated in the Village’s Comprehensive Plan Map dated April 24, 1990; and

**WHEREAS**, due to notice as required by statute has been sent to and received by the Trustees of all Fire Protection Districts and Public Library Districts having jurisdiction over the Subject Property, the Township Road Commissioner(s) and Town Board of Elk Grove Township, service of notice with the Office of Cook County Clerk, Recordings Division in accordance with applicable provisions of the Illinois Municipal Code, and will comply with all other additional requirements of the Illinois Municipal Code; and

**WHEREAS**, the Owner and the Village have entered into a valid and binding Pre-Annexation Agreement (the “Annexation Agreement”) with respect to the annexation of the subject property to the Village, which Annexation Agreement was considered at a Public Hearing duly called and held according to law, and which Annexation Agreement was approved by the Mayor and Board of Trustees of the Village of Elk Grove Village pursuant to Resolution No. \_\_\_\_ duly passed and approved this April 23, 2024

by favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the Village then holding office which Resolutions by this reference is incorporated herein; and

**WHEREAS**, the Parties desire, pursuant to applicable provisions of the Illinois Compiled Statutes (including, without limitation, those set forth at 65 ILCS 5/11-15.1-1, *et seq.*), the Village's Zoning Ordinance, and the Village's home-rule authority to annex the property to the Village and develop it in accordance with said Pre-Annexation Agreement; and

**WHEREAS**, the Corporate Authorities have considered the annexation of the Property to the Village and have determined that the best interests of the Village will be served by annexing the Subject Property into the Village in accordance with the Agreement's terms, and, by the affirmative vote of at least two-thirds of the Corporate Authorities then holding office.

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

**Section 1:** The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2:** That certain territory is contiguous to the Village of Elk Grove Village and not within the limits of any other municipality, and legally hereinafter in Section 3, be and the same is hereby annexed to the Village of Elk Grove Village, so that said territory shall be included within the boundary limits of said Village as is by law in such case made and provided.

**Section 3:** That the Subject Property is legally described as follows:

LOT 134 IN BRANIGER'S FOREST VIEW HOMESITES, A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 20,624 SQUARE FEET (0.47 ACRES) OF LAND, MORE OR LESS.

COMMONLY KNOWN AS: 533 RIDGE AVE., ELK GROVE VILLAGE, IL

A plat of annexation accurately depicting the Subject Property is attached hereto as Exhibit A and made a part hereof. If applicable, the annexed boundary shall extend to the far side of any unincorporated adjacent highway and shall include all or every highway within the area annexed, and these highways shall be considered annexed even though not included in the property description.

**Section 4:** That pursuant to Chapter 6, Section 6-4-A of the Zoning Ordinance, upon annexation to the Village, said property shall be automatically zoned to the R-3, Single Family Residence District.

**Section 5:** That the Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized to attest to the plat of annexation of said property.

**Section 6:** That the Village Clerk of Elk Grove Village is directed to record a certified copy of this ordinance together with a plat of annexation of said territory, as appended hereto, with the Cook County Clerk's Recordings Division.

**Section 7:** That the Village Clerk is hereby directed to file with the County Clerk and the Cook County Election Department a certified copy of this ordinance together with a plat of annexation of said territory, as appended hereto, and to report the annexation of the territory to the proper postal service officials, within thirty (30) days of the adoption of this Ordinance.

**Section 8:** That the Village Clerk is directed to amend the official Village map in accordance with the provisions of this Ordinance.

**Section 9:** That the Village Clerk is authorized to publish this Ordinance in pamphlet form.

**Section 10:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**APPROVED:**

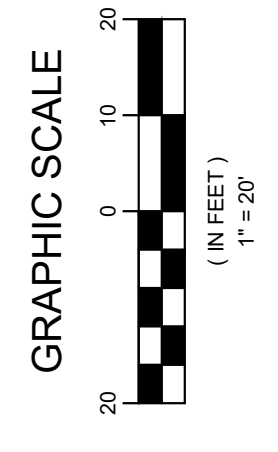
\_\_\_\_\_  
**Mayor Craig B. Johnson**  
**Village of Elk Grove Village**

**ATTEST:**

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

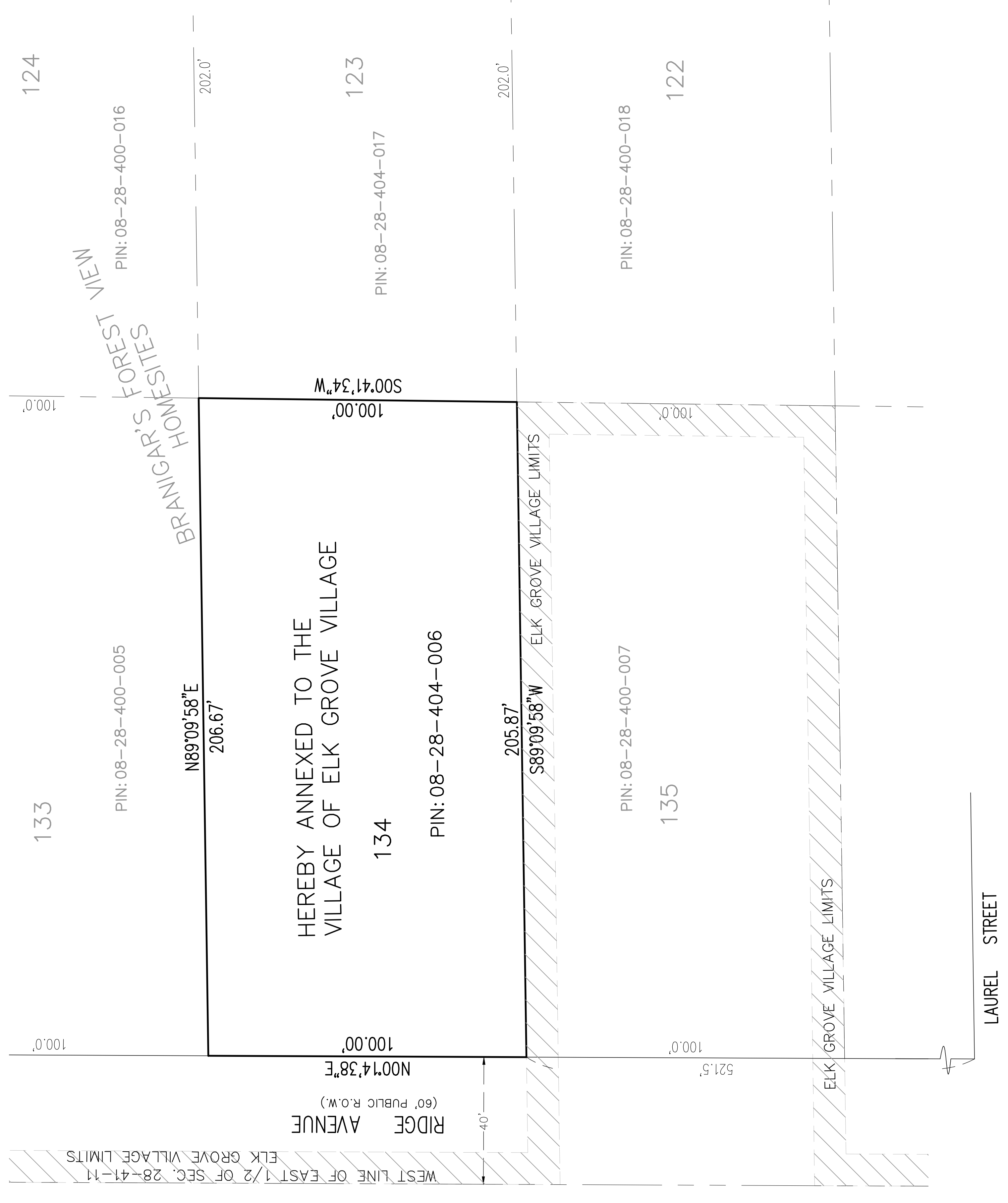
**PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_ 2024 in pamphlet form.**

**EXHIBIT "A"**  
**PLAT OF ANNEXATION**



# PLAT OF ANNEXATION TO THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

LOT 134 IN BRANIGER'S FOREST VIEW HOMESITES, A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP  
41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
CONTAINING 20.624 SQUARE FEET (0.47 ACRES) OF LAND, MORE OR LESS.



RESERVED FOR THE VILLAGE OF ELK GROVE VILLAGE

RESERVED FOR COOK CO.

PIN:  
08-28-404-006-0000

VILLAGE BOARD CERTIFICATE  
STATE OF ILLINOIS )  
COUNTIES OF COOK & DUPAGE )

THIS IS TO CERTIFY THAT THIS ASSOCIATE MAP OF TERRITORY ANNEXED IS IDENTIFIED AS THAT  
INCORPORATED INTO AND MADE A PART OF THE VILLAGES OF ELK GROVE VILLAGE BY ORDINANCE  
NO. \_\_\_\_\_ ADOPTED BY THE MAYOR AND THE BOARD OF TRUSTEES OF SAID VILLAGE  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

BY: \_\_\_\_\_ VILLAGE MAYOR  
\_\_\_\_\_  
PRINTED NAME  
ATTEST: \_\_\_\_\_ VILLAGE CLERK  
\_\_\_\_\_  
PRINTED NAME

ORDERED BY: VILLAGE OF ELK GROVE VILLAGE	CHECKED: DRAWN	DATE: NOVEMBER 27, 2023	PAGE NO. 1 OF 1
ADDRESS: 533 RIDGE AVE. ELK GROVE VILLAGE, IL	ISS:	DATE: NOVEMBER 27, 2023	PAGE NO. 1 OF 1
 <b>GREMLAY &amp; BIEDERMANN</b> P.L.C.S. CORPORATION PROFESSIONAL LAND SURVEYORS		DATE: NOVEMBER 27, 2023	PAGE NO. 1 OF 1
		DATE: NOVEMBER 27, 2023	PAGE NO. 1 OF 1
4305 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 FAX: (773) 284-4184 EMAIL: INFO@P.L.C.S.-SURVEY.COM		ORDER NO. 2023-31620-001 SCALE: AS SHOWN SHEET: 20 FEET	

STATE OF ILLINOIS  
COUNTY OF COOK'SS  
I, BRANIGER'S FOREST VIEW HOMESITES, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I  
AM A LICENSED PROFESSIONAL LAND SURVEYOR AND THAT THIS ANNEXATION IS MADE FOR THE PURPOSES OF ANNEXING THE SAME AS SHOWN ON THE PLAT HEREON DRAWN. DIMENSIONS  
ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.  
SIGNED ON \_\_\_\_\_ NOVEMBER 27, 2023  
By:   
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3564  
My license expires November 30, 2024

NOTES:  
Distances shown hereon are Record distances unless otherwise noted and are marked in feet and decimal  
fractions. All measurements were taken in accordance with the standards of the Surveying and Mapping  
Act, Chapter 150, Illinois Compiled Statutes. Compare all points BEFORE building or other work and if any error or  
damage is done.  
NO dimensions shall be assumed by scale measurement upon this plat.  
Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.  
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