



AGENDA
REGULAR VILLAGE BOARD MEETING
SEPTEMBER 24, 2024
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION

3. APPROVAL OF MINUTES OF SEPTEMBER 10, 2024

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: SEPTEMBER 24, 2024 \$ 437,437.89

6. CONSENT AGENDA

- a. Consideration to award a professional services contract to Insight Direct of Chandler, AZ to provide three years of licensing and support for Broadcom - VMware software in the amount of \$36,471.

(The Village has utilized VMware to virtually host network servers since 2009.

(Like most software, the VMware program requires ongoing licensing and support to function properly.

(IT staff solicited quotes from three (3) resellers who provide VMware support.

(Insight Direct was the lowest-priced responsible and responsive bidder.

(This contract will provide VMware support from November 30, 2024 through November 29, 2027.

(The Director of Information Technology recommends approval.)

- b. Consideration to award a professional services contract to Bamboo HR LLC of Draper, UT for the purchase of a cloud-based Human Resources application in the amount of \$35,171.

(The Village's existing process for tracking applicants and managing recruitment and

onboarding is disjointed, utilizing multiple software systems and manual processes.

(Implementation of a single software solution for these HR functions will improve customer service to applicants and employees, as well as increase productivity for the employees involved in HR processes.

(The Village's HR team conducted a comprehensive evaluation process to identify software solutions to meet these needs and narrowed it down to three vendors.

(An internal staff committee with representatives from each department reviewed the three vendors and determined that BambooHR would best meet the needs of the organization.

(BambooHR offers flexible solutions for critical human resources functions including: job posting; collaborative job application review; reporting capabilities; electronic signing of documents; comprehensive organization of the recruitment process; storage of training and certification documents; and onboarding/offboarding processes.

(Implementation of the BambooHR software is anticipated to begin in October with a launch expected by the end of the year.

(The Director of Human Resources recommends approval.)

- c. Consideration to waive the formal bidding process and award a purchase contract to Castle Chevrolet of Villa Park, IL for the purchase of a 2024 Chevrolet Colorado Trail Boss in the amount of \$39,829.03 from the Capital Replacement Fund.

(Funds have been allocated in the FY2025 Capital Replacement Fund to purchase a new 2024 Chevy Colorado Trail Boss to replace a 2007 Chevrolet Impala, unit number 255, with high mileage within the Police Department.

(The Chevrolet Colorado Trail Boss is available for immediate delivery from Castle Chevrolet in Villa Park, IL in the amount of \$39,829.03.

(Adequate funds are available within the Capital Replacement Fund.

(The Director of Public Works recommends approval.)

- d. Consideration to award a professional services contract to CS2 Design Group, LLC of Elk Grove Village, IL to undertake mechanical building improvements within the Public Safety Building for a total contract amount of \$242,473.48 from the Capital Projects Fund, in the amounts designated as follows:

- \$212,000.00 for the removal and replacement of the existing chiller and ancillary electrical and plumbing work; and
- \$30,473.48 to perform construction management services related to the mechanical building improvements within the Public Safety Building.

(A proposal was solicited from CS2 Design Group, LLC of Elk Grove Village, IL to perform construction management services related to mechanical building improvements within the Public Safety Building.

(CS2 Design Group has done the architectural & engineering work, developed drawings and bid documents, procured a contractor, provided a recommendation, and will perform the construction management services.

(On Thursday, August 29, 2024, the Village opened sealed bid documents for the 2024 chiller replacement project.

(A total of seven (7) contractors submitted bids.

(CS2 Design Group recommends awarding the contract to Comprehensive Construction Solutions, LLC of Chicago, IL in the amount of \$212,000 for removal and replacement of the existing chiller and for electrical and plumbing work.

(The purchase of the new chiller that will be installed as part of this project was approved by the Village Board on July 16, 2024.

(CS2 Design Group is compensated 7.5% of the actual construction cost, based on both the bid price of \$212,000 and the cost of the chiller for \$194,313.

(The total amount to be awarded to CS2 Design Group is the base bid (\$212,000) and 7.5% of the actual construction cost (\$30,473.48) for a total amount of \$242,473.48.

(Village staff has reviewed the bids and concurs with the recommendation from CS2 Design Group to award the contract for the bid package to Comprehensive Construction Solutions, LLC of Chicago, IL based upon their submitted bid.

(The Director of Public Works recommends approval.)

- e. Consideration to adopt Ordinance No. 3866 granting a variation of Section 3-3-B: (2) of the Zoning Ordinance to permit the construction of a six-foot (6') high fence extending approximately seventeen (17') feet beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the southeast at 801 Delphia Court for property located at 793 Delphia Court, Elk Grove Village.

(This item was discussed at the September 10, 2024 Village Board Meeting and currently appears under Unfinished Business.)

- f. Consideration to adopt Ordinance No. 3867 amending the Special Rate Pay Plan by adding the Assistant Mechanic position.

(The Ordinance above updates the Special Rate Pay Plan by adding the Assistant Mechanic position.

(The Director of Human Resources recommends approval.)

- g. Consideration to adopt Ordinance No. 3868 amending the Position Classification and Salary Plan of the Village of Elk Grove Village (Fire-Plan Reviewer-Community Development Department; and Fire-Plan Reviewer-Fire Department)

(This Ordinance removes one (1) Fire Plan Reviewer in the Community Development Department and adds one (1) Fire Plan Reviewer in the Fire Department.

(The Director of Human Resources recommends approval.)

- h. Consideration to adopt Resolution No. 61-24 appropriating funds in the amount of \$768,000 to for the Joint Agreement with the Illinois Department of Transportation for Construction Engineering Services for the Wellington Road & Leicester Road Over Lake Cosman Culvert Improvement project.

(The Village has secured funding for the Wellington Avenue & Leicester Road Over Lake Cosman Culvert Improvement project through the Federal Highway Administration's Local Bridge Formula Program (LBFP) in the amount of \$3,072,000.

(The Agreement provides funding for construction of the proposed bridge construction project.

(The LBFP Program will fund 80% of the anticipated \$3,840,000 construction cost, which is equal to \$3,072,000. As part of the agreement, the Village is responsible for 20% of the construction cost, which is equal to \$768,000.

(A resolution appropriating funds for the 20% construction match costs (\$768,000) must be adopted by the Village as a function of the execution of this Agreement.
(Adequate funds are budgeted and available.
(The Director of Public Works recommends approval.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. PC Docket #24-3 - Consideration of a petition submitted by Harry & Sandra Stavros seeking a Special Use Permit for modifications to a Planned Unit Development by altering the existing site plan for the construction and addition of a new accessory structure on property located at 624 Carroll Square. (PH 09-09-2024)
- b. PC Docket #24-4 - Consideration of a petition from Concentra Health Services seeking a Special Use Permit to operate an occupational healthcare facility (medical clinic) in the I-1 Zoning District located at 511 Busse Road. (PH 09-30-2024)
- c. Consideration of a petition seeking a Special Use Permit to construct an electrical substation for the property located at 101 Northwest Point. (Public Hearing date has yet to be determined.)
- d. Consideration of a petition seeking for Rezoning and associated variations to develop an affordable rental independent living community for seniors at 750 S. Arlington Heights Road. (Public Hearing date has yet to be determined.)
- e. Consideration of a petition submitted by Riverpoint Property Trust, LLC seeking for Rezoning from I-2 to I-1 for property located at 751 Pratt Boulevard. (Public Hearing date has yet to be determined.)
- f. Consideration of petitions seeking Rezoning from B-2 to I-1 for the purposes of operating an industrial building on each property located at 500 Higgins Road and 570 Higgins Road. (Public Hearing date has yet to be determined.)
- g. Consideration of a Petition for Special Use Permit for an amendment to the existing Planned Unit Development at Carroll Square Apartments for the construction of a new garage accessory structure at 648 Carroll Square. (Public Hearing date has yet to be determined.)
- h. Consideration of a Petition for Resubdivision and associated variations for a data center campus development at 1701 Midway Court. (Public Hearing date has yet to be determined.)
- i. Consideration of a Petition for Resubdivision and a Special Use Permit for the properties located at 2355 Greenleaf Avenue, 2395 Greenleaf Avenue, and 2461 Greenleaf Avenue. (Public Hearing date has yet to be determined.)

- 9. ZONING BOARD OF APPEALS - Village Manager Roan**
 - a. ZBA Docket #24-5 - A Public Hearing for a variation to the Elk Grove Village Zoning Ordinance as it pertains to permitted locations of a fence in residential zoning districts for property located at 699 Chelmsford Lane. (PH 08-22-24)
- 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**
 - a. Village Attorney - Prepare the necessary documents for a fence variation at 793 Delphia Court.
- 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 GRANTING A VARIATION OF SECTION 3-3-B: (2) OF THE ZONING ORDINANCE TO PERMIT THE CONSTRUCTION OF A SIX-FOOT (6') HIGH FENCE EXTENDING APPROXIMATELY SEVENTEEN (17') FEET BEYOND THE NEAREST FRONT CORNER OF THE PRINCIPAL STRUCTURE ON THE ADJACENT SINGLE-FAMILY RESIDENTIAL LOT TO THE SOUTHEAST AT 801 DELPHIA COURT FOR PROPERTY LOCATED AT 793 DELPHIA COURT, ELK GROVE VILLAGE

WHEREAS, the Zoning Board of Appeals of the Village of Elk Grove Village, at a public hearing duly called and held according to law, considered the question of granting a variation of Section 3-3-B: (2) of the Zoning Ordinance to permit the construction of a six (6') foot high fence extending approximately seventeen (17') feet beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the North at 801 Delphia Court for property located at 793 Delphia Court, Elk Grove Village, and

WHEREAS, the Mayor and Board of Trustees of the Village of Elk Grove Village, after having considered the recommendation and finding of said Zoning Board of Appeals, find and believe that sufficient hardship exists so as to justify the granting of said variation.

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: That there be granted a variation of Section 3-3-B: (2) of the Zoning Ordinance to permit a six-foot (6') high fence extending approximately fifteen (15') feet beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the North at 833 Crest Avenue for the property located at 793 Delphia Court, Elk Grove Village, provided on the condition that the fence does not impair the ten (10') feet by ten (10') feet sight clearance triangle at 801 Delphia Court's driveway.

Section 2: That this Ordinance 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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SPECIFIC PAY PLAN POSITIONS FOR THE VILLAGE OF ELK GROVE VILLAGE

NOW, THEREFORE, BE IT ORDAINED 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 hourly wage for Custodian, Porter, PT Fire Inspector and PT Assistant Mechanic positions of the Village of Elk Grove Village shall be and are hereby established as follows:

POSITION	PROBATIONARY HOURLY RATE	REGULAR HOURLY RATE
Custodian	\$22.18	\$22.52
Porter	\$19.06	\$20.95
Fire Inspector	\$37.17	\$37.17
Assistant Mechanic	\$29.68	\$29.68

Section 2: That the hourly salary for Interns for the Village of Elk Grove Village shall be and are hereby amended as follows:

POSITION	DEPARTMENT	HOURLY RATE
Intern	Health, Community Development, Public Works (Engineering)	\$17.77 per hour
Intern (Administrative)	Village Manager	\$21.70 per hour (First 6 Months) \$22.62 per hour (After 6 Months)

Section 3: That the hourly salary for Summer Employees of the Village of Elk Grove Village shall be and are hereby amended as follows:

	Rate FY 25	Rate FY 26
First Summer	\$16.00	\$17.00
Second Summer	\$17.00	\$18.00
Each Summer After	\$18.00	\$19.00

Section 4: That the weekly salaries for School Crossing Guards of the Village of Elk Grove Village, during the 42 weeks of school, shall be and are hereby established as follows:

PAYMENT FOR CROSSING GUARD REPORTING TWO (2) TIMES PER SCHOOL DAY	PAYMENT FOR CROSSING GUARD REPORTING THREE (3) TIMES PER SCHOOL DAY	
Probation (First 6 months)	\$187.22	\$280.83
Regular Status (Pass probation at 6 months)	\$195.71	\$295.53

*Illinois school districts have returned to in person learning thus this will be the prevailing pay structure for Crossing Guards. In the event that the Governor or any other recognized authorities issue new directives for school districts, this pay structure may change to address future needs.

Section 5: That the hourly salary for Cross Seasonal Employees of the Village of Elk Grove Village shall be and are hereby amended as follows:

Cross-Seasonal **\$22.18 per hour**
(Note: Position would be full-time for nine (9) months with benefits. It is included in the part-time ordinance since the position will only work 9 months as full-time.)*

Section 6: That this Ordinance shall be in full force and effect as of September 9, 2024 and upon 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

ORDINANCE NO. _____

AN ORDINANCE AMENDING POSITION CLASSIFICATION AND SALARY PLAN OF THE VILLAGE OF ELK GROVE VILLAGE (FIRE PLAN REVIEWER-COMMUNITY DEPARTMENT; AND FIRE PLAN REVIEWER-FIRE DEPARTMENT)

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: That the Position Classification and Salary Plan of the Village of Elk Grove Village be and the same is hereby amended to read as follows:

Permanent Authorized Positions

<u>Community Dev. Department</u>	<u>Current</u>	<u>Delete Full-Time</u>	<u>Add Full-Time</u>	<u>Total September 2, 2024</u>
Fire Plan Reviewer	1	1	0	0

<u>Fire Department</u>	<u>Current</u>	<u>Delete Full-Time</u>	<u>Add Full-Time</u>	<u>Total September 2, 2024</u>
Fire Plan Reviewer	0	0	1	1

Section 2: That this Ordinance 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

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING FUNDS IN THE AMOUNT OF \$768,000 FOR THE JOINT AGREEMENT AND CONSTRUCTION ENGINEERING SERVICES FOR THE WELLINGTON AVENUE AND LEICESTER ROAD OVER LAKE COSMAN CULVERT IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT 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 for State-Let Construction Projects” a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That the Mayor and Board of Trustees of Elk Grove Village authorize seven hundred sixty eight thousand (\$768,000) or as much may be needed to match funds in the completion of MFT Section Number 19-00070-00-BR.

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 _____ 2024

APPROVED this _____ day of _____ 2024

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	19-00070-00-BR
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
LBFP (Off Sys)	N/A	CMAP	03-19-0007

Construction

State Job Number	Project Number
C-91-311-19	EDIJ(468)

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	
Wellington Avenue	MUN 2080	0.01 mile	From	To
			00.05	00.06
Location Termini				
At Lake Cosman				
Current Jurisdiction	Existing Structure Number(s)	Add Location		
LPA	016-7854	Remove		

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Leicester Road	MUN 2100	0.01 mile	From	To
			00.10	00.11
Location Termini				
At Lake Cosman				
Current Jurisdiction	Existing Structure Number(s)	Add Location		
LPA	016-7855	Remove		

PROJECT DESCRIPTION

Construction for the replacement of the Wellington Avenue and Leicester Road structures over Lake Cosman. The project consists of replacing the culverts crossing Lake Cosman and removal and replacement of adjacent roadway pavement, sidewalks, and other related work. Engineers project number 181136.40.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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

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

Check One

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

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

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

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

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. 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 Johnson

Title of Official

Mayor

Signature



Date

9/5/24

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

[Signature and Date boxes for Omer Osman]

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

Date

[Signature and Date boxes for George A. Tapas]

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

Date

[Signature and Date boxes for Stephen M. Travia]

Yongsu Kim, Chief Counsel

Date

[Signature and Date boxes for Yongsu Kim]

Vicki Wilson, Chief Fiscal Officer

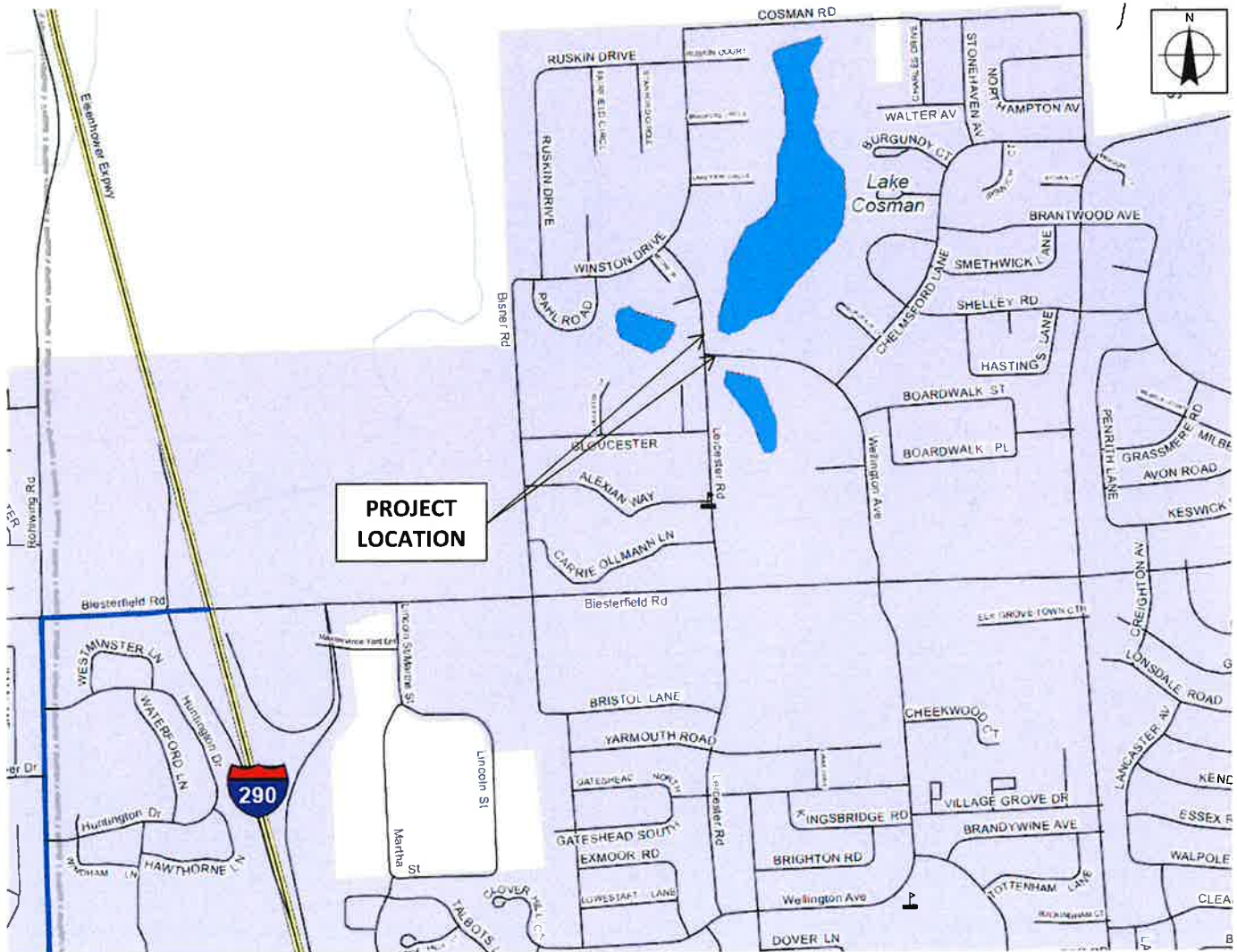
Date

[Signature and Date boxes for Vicki Wilson]

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.

LOCATION MAP



Wellington Avenue and Leicester Road over Lake Cosman
Section No.: 19-00070-00-BR
Elk Grove Village