



# AGENDA

## REGULAR VILLAGE BOARD MEETING

August 13, 2019

7:00 PM

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR STEFAN POTUZNİK, CHRISTUS VICTOR LUTHERAN CHURCH)

### 3. APPROVAL OF MINUTES OF JULY 16, 2019

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

**5. ACCOUNTS PAYABLE WARRANT:** JULY 31, 2019      \$ 3,944,416.15  
AUGUST 13, 2019      \$ 2,914,637.27

### 6. CONSENT AGENDA

- a. Consideration of a request from Queen of the Rosary School (690 Elk Grove Boulevard.) to waive the FY 2019-20 business license fees in the amount of \$50.

(The Queen of the Rosary School is respectfully requesting the Business License fee in the amount of \$50 to be waived for one vending machine that is located at 690 W. Elk Grove Boulevard.

(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 Trinity Gospel Church (1900 Nerge Road) to waive permit fees for parking lot maintenance work in the amount of \$274.

(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 of a request from Queen of the Rosary Parish (750 Elk Grove Boulevard) to waive permit fees for parking lot maintenance work in the amount of \$278.

(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.)

- d. Consideration of a request from Christus Victor Lutheran Church (1045 S. Arlington Heights Road) to waive the liquor license fees for a Temporary Class D liquor license to allow the sale of beer at an Oktoberfest event on Sunday, September 15, 2019, in the amount of \$2,100.

(The fee for a Class D liquor license is \$2,100.

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

(The Village Clerk recommends approval to waive license fees for a Temporary Class D liquor license.)

- e. Consideration of a request from Saint Julian Eymard Church (601 Biesterfield Road) to waive fees for a temporary Class D liquor license for hosting their annual picnic on Sunday, September 15, 2019 in the amount of \$2,100.

(The fee for a Class D liquor license is \$2,100.

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

(The Village Clerk recommends approval to waive fees for the temporary Class D liquor license.)

- f. Consideration of a request from Elk Grove Park District to waive permit fees for storm sewer remediation at Jensen Park (1060 Arkansas Drive) in the amount of \$3,169.

(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.)

- g. Consideration of a request from Amita Health (800 Biesterfield Road) to waive permit fees for new cardiac MRI machine installation in the amount of \$7,900.

(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.)

- h. Consideration of a request from Elk Grove Township (600 Landmeier Road) to waive permit fees for construction work associated with interior and exterior building renovations in the amount of \$12,160.50.

(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.)

- i. Consideration to award a professional services contract to GOVTEMPSUSA, LLC of Northbrook, IL for technical consulting and office support services for Tyler Munis ERP HR modules for the period of August 19, 2019 to April 30, 2020 in the amount not to exceed \$38,000.

(The requested amount would provide 5 hours per day or 25 hours per week of Tyler Munis consulting and office support services which includes but is not limited to HR modules, module set-up, module updates, workflow and mapping processes, office support and data entry for support during FY 20.

(The requested support will be used and billed on an as-needed basis.

(The Director of Human Resources recommends approval.)

- j. Consideration to award a purchase contract through the BuyBoard Cooperative Purchasing Contract to E.H. Wachs of Lincolnshire, IL for the purchase of a water valve maintenance trailer in the amount of \$63,875, from the Water and Sewer Fund.

(In the FY20 budget, funds have been allocated to purchase a Mini-Vac & Valve Exerciser water valve maintenance trailer.

(The EH Wachs Standard LX trailer is available through the BuyBoard Cooperative Purchasing Contract from EH Wachs of Lincolnshire, IL, in the amount of \$63,875.

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

(The Director of Public Works recommends approval.)

- k. Consideration to award a professional service contract to the lowest responsive and responsible bidder Nettle Creek Nursery, Inc. of Morris, IL for the 2019 Biesterfield Road at I-290 Landscape Improvement project in the amount of \$166,642 from the Green Fund.

(On Thursday, August 1, 2019 the Village opened sealed bids for the 2019 Biesterfield Road at I-290 Landscape Improvement project.

(A total of three (3) contractors obtained contract documents, with three (3) submitting bids.

(The lowest bid was received from Nettle Creek Nursery, Inc. of Morris, IL.

(Adequate funds are available in the Green Fund.

(The Director of Public Works recommends approval.)

- l. Consideration to grant a variation from the Municipal Code, Section 8-12B-1-1D, Easements, to permit the construction of a shed which will encroach four feet (4') into the ten foot (10') rear yard public utility easement at 730 Bluejay Circle.

(The property owner is seeking a variation to construct a shed within a public utility easement. Comcast, AT&T, Nicor, and ComEd have written letters granting permission to encroach upon the easement.

(The Community Development Department has field checked this location for Village-owned utilities in the easement. There are no Village-owned utilities within this easement.

(The Director of Community Development recommends approval.)

- m. Consideration to award a purchase contract through the National Joint Powers Alliance (NJPA) Joint Purchasing Cooperative to Atlas Bobcat of Elk Grove Village, IL for the purchase of one (1) S770 T4 Bobcat Skid-Steer Loader with attachments in the amount of \$76,798 from the Capital Replacement Fund.

(The Bobcat Skid-Steer Loader will be utilized by the Public Works Department's staff to improve the efficiency of the street maintenance operations.

(The Bobcat Skid-Steer Loader and attachments are available with base pricing established by the NJPA Purchasing Cooperative and extended through the local Bobcat dealer, Atlas Bobcat of Elk Grove Village, IL.

(Adequate funds are budgeted in the Capital Replacement Fund.

(The Director of Public Works recommends approval.)

- n. Consideration to adopt Ordinance No. 3620 amending Position Classification and Salary Plan of the Village of Elk Grove Village (Infrastructure Operations Foreman-Public Works Department; and Superintendent of Public Works-Public Works Department).

(This Ordinance deletes the Infrastructure Operations Foreman and adds one (1) Superintendent of Public Works position.)

- o. Consideration to adopt Ordinance No. 3621 rezoning property from R-3 Single-Family Residence District to I-1 Restricted Industrial District and granting certain variations from the Zoning Ordinance and Village Code (Seefried Properties).

(This item was discussed at the Village Board Meeting on July 16, 2019 and currently appears under Unfinished Business.)

- p. Consideration to concur with prior Village Board authorization and adopt Ordinance No. 3622 authorizing the Mayor and Village Clerk to enter into a Real Estate Sale Contract with James and Kathryn McGough for the sale of Village owned real estate commonly known as 1 Jackson Circle, Elk Grove Village.

(This Resolution authorizes the Real Estate Sale Contract for the sale of 1 Jackson Circle.

(This property was previously used as a well site by the Village beginning in 1979, but was abandoned in 2012.)

- q. Consideration to adopt Resolution No. 45-19 approving the Final Plat of Subdivision identified as SIP Devon Resubdivision (202-224 E. Devon Avenue).

(This item was discussed at the July 16, 2019 Village Board Meeting and currently appears under Unfinished Business.)

- r. Consideration to concur with prior authorization and adopt Resolution No. 46-19 authorizing the Mayor and Village Clerk to execute a renewal of the Memorandum of Agreement between the Village of Elk Grove Village Police Department and Gateway Foundation, Inc.

(The opioid epidemic is considered the number one public health and public safety crisis of our time.

(Currently, more people under age 50 die from drug overdose than from any other cause. (U.S. Surgeon General Jerome Adams reported the number of overdose deaths from prescription and illicit opioids has doubled from 21,089 in 2010 to 42,249 in 2016. Recently more than 27 million people in the United States reported that they are using illicit drugs or misusing prescription drugs. The annual economic impact of substance misuse is estimated to be \$193 billion for illicit drug use.

(The Elk Grove Village Police Department can serve as a conduit between addicted individuals and treatment providers to begin addiction recovery.

(As part of Elk Grove Village's 6-Point strategy to address the opioid epidemic, we have identified Gateway Foundation, Inc. as a treatment provider.

(The attached memorandum of Agreement between the Elk Grove Village Police Department and Gateway Foundation, Inc. outlines the responsibilities of each party regarding the addiction recovery process. It also extends a successful agreement the two parties entered into that expired on June 30, 2019.

(The attached Memorandum of Agreement allows the Elk Grove village Police Department to seek reimbursement from the Illinois Criminal Justice Information Authority for approved addiction recovery services performed by Gateway Foundation, Inc.

(The Chief of Police recommends approval.)

- s. Consideration to concur with prior authorization and adopt Resolution No. 47-19 authorizing the Mayor and Village Clerk to execute a Memorandum of Agreement between the Village of Elk Grove Village Police Department and Leyden Family Services (SHARE), Inc.

(The opioid epidemic is considered the number one public health and public safety crisis of our time.

(Currently, more people under age 50 die from drug overdose than from any other cause. (U.S. Surgeon General Jerome Adams reported the number of overdose deaths from prescription and illicit opioids has doubled from 21,089 in 2010 to 42,249 in 2016. Recently more than 27 million people in the United States reported that they are using illicit drugs or misusing prescription drugs. The annual economic impact of substance misuse is estimated to be \$193 billion for illicit drug use.

(The Elk Grove Village Police Department can serve as a conduit between addicted individuals and treatment providers to begin addiction recovery.

(As part of Elk Grove Village's 6-Point strategy to address the opioid epidemic, we have identified Leyden Family Services, Inc. as a treatment provider.

(The attached memorandum of Agreement between the Elk Grove Village Police Department and Leyden Family Services, Inc. outlines the responsibilities of each party regarding the addiction recovery process.

(The attached Memorandum of Agreement allows the Elk Grove village Police Department to seek reimbursement from the Illinois Criminal Justice Information Authority for approved addiction recovery services performed by Leyden Family Services (SHARE), Inc.

(The Chief of Police recommends approval.)

- t. Consideration to adopt Resolution No. 48-19 (attached) authorizing the Mayor to execute a Letter of Receipt stipulating the terms of an agreement for an application seeking a Cook County Class 6B Property Tax Exemption status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018 for certain real estate located at 755 Nicholas Boulevard.

(The Law Offices of Sarnoff & Baccash, on behalf of Ashford Property Development Ltd. (Applicant) for property located at 755 Nicholas Boulevard.

(The Applicant intends to purchase the building for extraction of wheat grass, basil and oregano oil and aquaponics for their related energy drink business.

(The Applicants related entity is Eddington Development located in Elk Grove Village.

(Eddington will hire approximately seven full time employees at the site with plans to hire fifteen to twenty total employees within the next three years.

(The Applicant plans to spend approximately \$90,000 to \$120,000 to improve the building. This includes updating the façade, reconstructing the docks, driveways and parking lot, improve the landscaping, interior build-out, mold remediation and site improvements.

(The subject property consist of an approximately 5,760 square foot building. The property has been vacant since August 18, 2017.

(The eligibility requirements for 6B status are new construction, substantial renovation or buildings that have been vacant for a period of time. This site qualifies as it involves vacancy for more than twenty-four (24) months with a purchase for value with significant rehabilitation.

(Property approved for Class 6B status allows the owner of the property to have the assessment level lowered for a period of twelve years. The assessment schedule is 10% of fair market value for ten years then 15% in the eleventh year and 20% in the twelfth year. Industrial property is currently assessed at 25% of fair market value in Cook County.

(Upon approval, the Director of Business Development and Marketing will issue a Letter of Receipt to the Applicant. The Letter of Receipt will allow the Applicant to file an application with Cook County. Final approval is at the discretion of the Village Board and contingent with the Applicant completing the improvements stated in their application.

(The Director of Business Development and Marketing recommends issuing a Letter of Receipt.)

- u. Consideration of the following:

- To adopt Resolution No. 49-19 authorizing the Mayor to execute a Joint Agreement between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village, and appropriate funds for construction engineering and construction match for the resurfacing of Nerge Road from Devon Avenue to Mitchell Trail; and
- To award a professional service contract to Hampton, Lenzini and Renwick, Inc. of Elgin, IL for the construction engineering services for the resurfacing project on

Nerge Road from Devon Avenue to Mitchell Trail in the amount to not exceed \$134,678.76 from the Capital Projects Fund.

(The Village secured Federal funding for the construction and construction engineering for the resurfacing of Nerge Road.

(Attached is a copy of the Joint Agreement for the Nerge Road resurfacing project to be executed by and between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village.

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

(A resolution appropriating funds for the full construction engineering, the 20 percent construction match and non-participating construction cost (\$458,678.76 total) must be adopted by the Village as a function of the execution of this Agreement.

(Hampton, Lenzini and Renwick, Inc. submitted a proposal to provide the necessary construction engineering services for this project.

(The Village will be responsible for the payment of construction engineering costs and the State will reimburse the Village for 80% of the total construction engineering costs.

(Adequate funds are available in the Capital Projects Fund.

(The Director of Public Works recommends approval.)

## **7. REGULAR AGENDA**

### **8. PLAN COMMISSION - Village Manager Rummel**

- a. PC Docket 19-8 - A Public Hearing for a petition submitted for a proposed annexation, resubdivision and rezoning to I-1 Restricted Industrial District for property located on Roppolo Drive, Richard Lane and Landmeier Road to construct a Light Industrial Facility. (PH 08-05-19)
- b. PC Docket 19-9 - A Public Hearing for a petition submitted by Tri City Foods for a Special Use permit to add an additional drive-through lane to the existing Burger King restaurant located at 630 Meacham Road. (PH 08-19-2019)
- c. Request granted for a Public Hearing to consider a petition for a Special Use permit to operate a drive-thru restaurant at 1400 Busse Road. (Public Hearing date has not yet been established.)
- d. Request granted for a Public Hearing to consider Text Amendments to Section 2-2 and 3-6:B of the Elk Grove Zoning Ordinance regarding principal structures. (Public Hearing date has not yet been established.)

### **9. ZONING BOARD OF APPEALS - Village Manager Rummel**

- a. ZBA Docket 19-4 - A Public Hearing for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations for fences and pools in residential zoning districts for property located at 1101 Leicester Road. (PH 08-22-19)

- 10. YOUTH COMMITTEE** - Trustee Franke
- 11. BUSINESS LEADERS FORUMS** - Trustee Lissner
- 12. CABLE TELEVISION COMMITTEE** - Trustee Lissner
- 13. HEALTH & COMMUNITY SERVICES** - Trustee Czarnik
- 14. INFORMATION COMMITTEE** - Trustee Lissner
- 15. RECYCLING & WASTE COMMITTEE** - Trustee Feichter
- 16. PARADE COMMITTEE** - Trustee Czarnik
- 17. PERSONNEL COMMITTEE** - Trustee Franke
- 18. JUDICIARY, PLANNING AND ZONING COMMITTEE** - Trustee Prochno
  - a. Telecommunication Facilities
- 19. CAPITAL IMPROVEMENTS COMMITTEE** - Trustee Czarnik
- 20. AIRPORT UPDATE**
- 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 Resubdivision and Rezoning of property located at 202-224 E. Devon Avenue (Seefried Properties).
- 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 AMENDING POSITION CLASSIFICATION AND SALARY PLAN OF THE VILLAGE OF ELK GROVE VILLAGE (INFRASTRUCTURE OPERATIONS FOREMAN-PUBLIC WORKS DEPARTMENT; AND SUPERINTENDENT OF PUBLIC WORKS-PUBLIC WORKS 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**

<b><u>Public Works Department</u></b>	<b><u>Current</u></b>	<b><u>*Delete Full-Time</u></b>	<b><u>Add Full-Time</u></b>	<b><u>Total September 1, 2019</u></b>
<b>Infrastructure Ops. Foreman</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>Superintendent of Public Works</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>3</b>

**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 \_\_\_\_\_ 2019.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.**

**APPROVED:**

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

**ATTEST:**

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

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

**AN ORDINANCE REZONING PROPERTY FROM R-3 SINGLE-FAMILY RESIDENCE DISTRICT TO I-1 RESTRICTED INDUSTRIAL DISTRICT AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE AND THE VILLAGE CODE (SEEFRIED PROPERTIES)**

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**WHEREAS**, the Plan Commission of the Village, at a public hearing duly called and held according to law, considered the rezoning of property located at 202-224 E. Devon Avenue from R-3 Single-Family Residence District to I-1 Restricted Industrial District and the granting of certain variations of the Zoning Ordinance; and

**WHEREAS**, the Mayor and Board of Trustees, after reviewing the findings and recommendations of the Plan Commission, find and believe it to be in the best interests of the Village that the property be rezoned to the I-1 Restricted Industrial District together with the granting of variations of the Zoning Ordinance as recommended by the Plan Commission, the granting of variations of the Village Code, and subject to various development conditions as further recommended by the Plan Commission.

**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 property located at 202-224 E. Devon Avenue, Elk Grove Village, Illinois and identified as SIP Devon Resubdivision be and the same is hereby rezoned from the R-3 Single-Family Residence District to the I-1 Restricted Industrial District which property is legally described on **Exhibit A** attached hereto.

**Section 2:** That pursuant to Public Hearing and the recommendation and findings of the Plan Commission, the Village hereby grants the following variations of the Zoning Ordinance and the Village Code:

- a. A variation of Section 7E-9:A of the Zoning Ordinance to increase the permitted height of the screen wall from six feet (6') to ten feet (10') along the north property line.
- b. A variation of Section 7-1 of the Zoning Ordinance to reduce the required rear-yard setback from fifty feet (50') to thirty-seven feet (37').
- c. A variation of Section 7-1 of the Zoning Ordinance to increase the permitted building height from thirty-five feet (35') to forty-two feet (42').

**Section 3:** That there is also granted a variation of Section 8-12B-1-1:D of the Village Code to permit the installation of a screen wall within the north ten foot (10') drainage and utility easement.

**Section 4:** The granting of the rezoning is subject to the following conditions:

- a. That the two lots be connected to a future lift station if constructed by the Village to service the property, the connection to be made within one year from the construction completion date of the lift station.
- b. Any building constructed shall be screened from the residential property to the north with a screen wall, fencing and landscaping in substantial conformance with the Site Plan prepared by Harris Architects, Inc. dated July 1, 2019; and the Landscape Plan prepared by Gary R. Weber Associates, Inc. dated July 1, 2019.
- c. The variation for the screen wall within the ten-foot (10') rear yard public utility easement is subject to submitting appropriate utility waivers to the Village prior to the issuance of any building permits.

**Section 5:** That the Village Clerk is hereby directed to amend the zoning map of the Village to reflect the rezoning as set forth herein.

**Section 6:** 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 \_\_\_\_\_ 2019.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.**

**APPROVED:**

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

**ATTEST:**

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

## EXHIBIT A

### PARCEL 1:

THAT PART OF LOTS 5 AND 6 IN WILLIAM LUMPP'S DEVON AVENUE FARMS, A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6, THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 5 AND 6, 179.93 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5 WHICH POINT IS 49.93 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 5, THENCE NORTHEASTERLY 407.36 FEET TO A POINT WHICH IS 210 FEET SOUTH OF (MEASURED PERPENDICULARLY TO) THE NORTH LINE OF SAID LOT 5, AND 26.73 FEET WEST OF THE EAST LINE OF SAID LOT 5 AS MEASURED ALONG A LINE 210 FEET SOUTH OF (MEASURED PERPENDICULARLY TO) AND PARALLEL WITH THE NORTH LINE OF SAID LOTS 5 AND 6, 156.73 FEET TO THE EAST LINE OF SAID LOT 6, THENCE SOUTH ALONG THE EAST LINE OF LOT 6 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.  
PIN 08-33-301-033-0000, 202 E. DEVON AVENUE

### PARCEL 2:

LOT 7 AND THE WEST 20 FEET OF LOT 8 (EXCEPT THE NORTH 210 FEET THEREOF CONVEYED TO COMMONWEALTH EDISON COMPANY) IN LUMPP'S DEVON AVENUE FARMS, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

LOT 8 (EXCEPT THE WEST 20 FEET THEREOF) AND (EXCEPT THAT PART THEREOF CONVEYED TO COMMONWEALTH EDISON COMPANY BY DEED RECORDED AS DOCUMENT 17749209) IN LUMPP'S DEVON AVENUE FARMS, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PIN 08-33-301-043-0000, 212 E. DEVON AVENUE

### PARCEL 3:

LOT 9, EXCEPT THE NORTH 210 FEET MEASURED PERPENDICULARLY, IN WILLIAM LUMPP'S DEVON AVENUE FARMS, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 1944 AS DOCUMENT 13364273, IN COOK COUNTY, ILLINOIS.  
PIN 08-33-301-027-0000, 216 E. DEVON AVENUE

### PARCEL 4:

LOT 10 (EXCEPT THE NORTH 210 FEET) IN WILLIAM LUMPP'S DEVON AVENUE FARMS, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 1944 AS DOCUMENT NUMBER 13364273 IN COOK COUNTY, ILLINOIS.  
PIN 08-33-301-026-0000, 220 E. DEVON AVENUE

### PARCEL 5:

LOT 11 (EXCEPT THE NORTH 210 FEET) IN WILLIAM LUMPP'S DEVON AVENUE FARMS, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 1944 AS DOCUMENT NUMBER 13364273 IN COOK COUNTY, ILLINOIS.  
PIN 08-33-301-024-0000, 224 E. DEVON AVENUE

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

**AN ORDINANCE AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO A REAL ESTATE SALE CONTRACT WITH JAMES AND KATHRYN MCGOUGH FOR THE SALE OF VILLAGE OWNED REAL ESTATE COMMONLY KNOWN AS 1 JACKSON CIRCLE, ELK GROVE VILLAGE**

**WHEREAS**, the Village of Elk Grove Village is a Home Rule Municipality as authorized and set forth in the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village, as a home rule unit, may exercise any power and perform any function pertaining to its government and affairs including the power to convey real estate; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Elk Grove Village adopted an ordinance known as Ordinance No. 1214 on April 11, 1978, which Ordinance establishes the right of the Village to convey real estate by contract or negotiated sale, as opposed to the solicitation of public bids, pursuant to the Village's home rule authority and as deemed to be in the best interests of the Village, provided that such contract is approved by a 2/3 vote of the Corporate Authorities present and voting at the time such contract is approved; and

**WHEREAS**, said Ordinance further authorizes the Village Manager to pursue negotiations with prospective purchasers for property owned by the Village and for which there is no public need therefore, either now or in the future; and

**WHEREAS**, the Village is the owner of certain real estate located at 1 Jackson Circle and legally described as follows:

LOT 3, BLOCK 17, IN WINSTON GROVE SECTION 22 SOUTH, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 30, 1977, AS DOCUMENT 23869152, IN COOK COUNTY, ILLINOIS; and

**WHEREAS**, the Village Manager, pursuant to the authority of Ordinance No. 1214 has entered into negotiations with prospective purchasers with respect to the sale of said real estate; and

**WHEREAS**, the Village Manger is in receipt of an offer to sell said property to James and Kathryn McGough (Purchasers), for a purchase price of One Hundred Twenty-Nine Thousand Dollars (\$129,000.00), subject to the terms and conditions therein contained, a copy of which is attached hereto and incorporated herein, as Exhibit A; and

**WHEREAS**, the Mayor and Board of Trustees deem it to be in the best interests of the Village that said offer be accepted and that the Village convey the above-referenced property to Purchasers.

**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, in exercise of its Home Rule authority as follows:

**Section 1:** That the Mayor and the Village Clerk are hereby authorized to execute that sales agreement identified as Exhibit A attached hereto with James and Kathryn McGough, for the sale by the Village of property located at 1 Jackson Circle, Elk Grove Village, Illinois and identified as permanent real estate index number 07-35-406-003-0000 for the purchase price of One Hundred Twenty-Nine Thousand Dollars (\$129,000.00).

**Section 2:** That the Village Manager, and the Village Attorney, or their designated agent, are hereby authorized to initiate such proceedings as are required by the conditions of said real estate sale contract in order for the Village to fulfill its obligations therein contained.

**Section 3:** The Village Clerk is authorized to publish this Ordinance in pamphlet form.

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

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

**PASSED this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2019.**

**APPROVED this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2019.**

**APPROVED:**

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

**ATTEST:**

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

**PUBLISHED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2019 in Pamphlet form.**

OrdConvey,1JacksonCir

EXHIBIT "A"

**AGREEMENT - REAL ESTATE TERMS AND CONDITIONS FOR  
CONVEYANCE OF VILLAGE-OWNED PROPERTY**

This Agreement, is entered into this 21<sup>st</sup> day of July, 2019, by and between the Village of Elk Grove Village, an Illinois municipal corporation, and Kathryn E. and James R. McGough and sets forth the terms and conditions relative to the conveyance of a parcel of vacant real property owned by the Village and commonly known as 1 Jackson Circle (also known as 931 Mississippi Lane), Elk Grove Village, Illinois, 60007.

**1. PARTIES AND SALE.**

A. The Village of Elk Grove Village, of Cook and DuPage Counties, Illinois, an Illinois municipal corporation (the "Village"), agrees to sell to Purchaser (as defined below), subject to the terms and conditions set forth herein in this Agreement, a vacant parcel of real property commonly known as 1 Jackson Circle, Elk Grove Village, Illinois, 60007, with a PIN of 07-35-406-003-0000, as legally described in Exhibit 1 (the "Village Parcel"); and

B. Kathryn E. and James R. McGough ("Purchaser") agrees to purchase from the Village, subject to the terms and conditions set forth in this Agreement, the Village Parcel described herein and legally described in Exhibit 1, and

2. **PURCHASE PRICE.** The total purchase price (the "Purchase Price") to be paid by Purchaser is \$129,900, subject to the provisions set forth in this Agreement. No later than two (2) business days following execution of this Agreement by the parties, Purchaser shall deposit with Chicago Title, as escrow agent, the sum of \$13,000 (the "Deposit"), which Deposit shall be held in escrow by Escrow Agent pending closing. The Deposit shall be fully non-refundable and shall be paid to Village, except in the event that Purchaser terminates this Agreement as provided for in Section 4 below or unless the Village is in default under the terms of this Agreement. The Deposit shall be credited toward the Purchase Price at Closing or distributed by Escrow Agent to Village in the event that Escrow Agent receives written notice from Village that Purchaser has failed to close on the transaction as provided for in this Agreement, unless such failure is the result of Purchaser's right to terminate pursuant to Section 4 below or the result of Village's default under the terms of this Agreement. At Closing, Purchaser shall pay to Village, in good and available funds by wire transfer or cashier's check, the Purchase Price, less the Deposit, plus or minus any prorations as provided herein.

3. **CLOSING DOCUMENTS.** The Village agrees to convey the Village Parcel to the Purchaser by a recordable Quit Claim Deed (the "Deed"), subject only to the Permitted Exceptions. On the Closing Date, the obligations of the Purchaser and Village shall be as follows:

The Village shall deliver or cause to be delivered to the Title Company:

- the original executed and properly notarized Deed, and Plat Act Affidavit, if required;
- the original executed and properly notarized Affidavit of Title, Warranty and Covenant;
- the original executed and properly notarized Non-Foreign Affidavit;
- counterpart originals of the Village's closing statement;
- such other standard closing documents or other documentation approved by the Village, in the Village's reasonable discretion, and/or required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Purchaser its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in the Purchaser as of the Closing Date, subject only to the Permitted Exceptions.

Purchaser shall deliver or cause to be delivered to the Title Company:

- the balance of the Purchase Price, plus or minus prorations;
- counterpart originals of Village's closing statement;



- ALTA Statement and such other standard closing documents or other documentation approved by the Purchaser, in Purchaser's reasonable discretion, and/or as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.

The parties acknowledge that as the Village is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). The Village is obligated to furnish completed Real Estate Transfer Declarations signed by the Village and the Purchaser in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and Cook County.

Unless otherwise provided herein, all Closing Costs shall be the responsibility of the Purchaser.

4. **TITLE COMMITMENT.** Within thirty (30) days of the Effective Date of this Agreement, the Village, at the Village's cost and expense, shall deliver to the Purchaser, a title commitment (the "Title Commitment") issued by Chicago Title Insurance Company (the "Title Company"), in the amount of the Purchase Price, subject only to (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) 2019 general real estate taxes not yet due and payable and subsequent years; (iv) existing encroachments by neighboring residential properties onto the Property; (v) utility and drainage easements and such other covenants, easements, building line(s), restrictions and matters of record; (vi) any additional easements recommended by the Village Engineer to be part of the conveyance; and (vii) acts done or suffered by or judgments against the Purchaser (collectively, the "Permitted Exceptions"). If the Title Commitment discloses exceptions to title, which are not acceptable to Purchaser (the "Unpermitted Exceptions"), Purchaser shall have thirty (30) days from the delivery of the Title Commitment to object to the Unpermitted Exceptions. Purchaser shall provide the Village with a title objection letter (the "Purchaser's Objection Letter") listing those matters which are not Permitted Exceptions. The Village shall have thirty (30) days from the date of receipt of the Purchaser's Objection Letter ("Village's Cure Period") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and the time of Closing shall be extended thirty (30) days. If the Village fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time (the "Proforma Title Policy"), Purchaser may elect to either (i) terminate this Agreement, at which time the Purchaser shall be entitled to have the Deposit, minus any costs incurred by the Village, returned to Purchaser, or (ii) Close taking subject to such Unpermitted Exceptions. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as therein shown as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Purchaser shall pay the cost for any later date title commitment and the cost of the Title Company issuing a Proforma Title Policy to Purchaser. The Title Commitment shall, at Purchaser's cost, provide for extended coverage. Title endorsements requested by the Purchaser for its owners' policy and/or loan title policy shall be paid for by the Purchaser. Village shall furnish to the Purchaser an affidavit of title in customary form, reasonably acceptable to Purchaser.
5. **DEED.** The Village Parcel shall be conveyed to Purchaser by the Village through the Deed, which shall be a recordable quitclaim deed. The Deed shall provide that the Village Parcel is being conveyed in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on or beneath the Property." If public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements are located within any portion of the Village Parcel to be sold, the Village shall reserve in the quitclaim deed, a public utility or sidewalk easement of sufficient size to accommodate the repair, replacement, or maintenance of the public facilities or the installation of additional public facilities. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. The Deed will not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public entities.
6. **SURVEY.** Within 45 days of the effective date of this Agreement, the Village shall order and obtain an ALTA/ACSM topographical survey of the Village Parcel, prepared by an Illinois registered surveyor and made in compliance with ALTA and Land Survey Standards (and shall satisfy, at a minimum, Table A Options 6, 8, 10, and 11(b)) dated subsequent to the date of this Agreement, certified to the Purchaser, the Village and the Title Company, depicting the land, improvements, manholes, structures and utility lines in, over, under or upon the Village Parcel, the locations of all easements upon the Village Parcel or appurtenant thereto (identified by the Recorder's Document Number) and showing encroachments, if any, from or upon adjoining property or upon any easements located on the Village Parcel, certifying

the number of square feet (or the number of acres) to not less than two decimal points, of the Village Parcel, and further certifying whether or not the land is located within a federal flood plain (hereinafter referred to as the "Survey"). A copy of said Survey shall be provided to the Purchaser by the Village within five days of the Village's receipt of same. The Purchaser shall pay the cost of the Survey. Upon approval of the Survey, the legal description in **EXHIBIT "A"** shall be automatically revised to be that of the legal description in the Survey and Title Commitment. At either party's request, any changes to the legal description shall be confirmed in writing and signed by both parties.

7. **CLOSING.** The time of closing (the "Closing") on the Village Parcel shall be sixty (60) days from the Effective Date of this Agreement (the "Closing Date") or on such other date mutually agreed upon by the Parties, at the office of the Title Company or other location mutually agreed upon by the Parties, provided the terms and conditions set forth herein have been complied with.

8. **TIME OF ESSENCE.** Time is of the essence in carrying out the Village Parcel conveyance set forth herein.

9. **NOTICE.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received if sent by fax or email, with an additional copy sent by certified mail, return receipt requested, addressed as follows:

If to the Village:

Village of Elk Grove Village  
Attn: Assistant Village Manager, with Copy to Village Clerk  
301 Wellington Avenue  
Elk Grove Village, Illinois 60007

With copy to:

Village of Elk Grove Village  
Attn: Village Clerk  
901 Wellington Avenue  
Elk Grove Village, Illinois 60007

If to Purchaser:

Kathryn and James McGough  
1585 Edgefield Ln.  
Hoffman Estates Illinois 60169

With copy to:

Attorney For Purchaser  
Michael J. Cozzi, PC  
215 N. Arlington Heights Rd., Ste. #203  
Arlington Heights Illinois 60004

10. **VENUE.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The venue for any action or proceeding arising out of, or related to, this Agreement shall be in Cook County, Illinois.

11. **EXEMPT.** The Parties acknowledge that as the Village is an Illinois municipal corporation, the conveyance of the Village Parcel is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). The Village is obligated to furnish completed Real Estate Transfer Declarations signed by the Parties or their agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

12. **VILLAGE APPROVAL.** As the Village is an Illinois Municipal Corporation, this Agreement is subject to the approval of, and is not enforceable until, the Agreement is approved at an open meeting by the Mayor and Board of Trustees and executed by the Mayor.

13. **AMENDMENT.** This Agreement embodies the entire agreement between the Parties hereto with respect to the conveyance of the Village Parcel. No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be made or claimed by either of the Parties, and no notices of any extension, change, modification or amendment made or claimed by either Party (except with respect to permitted unilateral waivers of conditions precedent by a Purchaser) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by both Parties.
14. **PROPERTY SOLD "AS-IS"; PURCHASER ACKNOWLEDGEMENT OF USE AND CONDITION OF PROPERTY.** The Purchaser acknowledges that the Village Parcel will be conveyed to Purchaser by the Village in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on or beneath the Village Parcel. The Village makes no representations or warranties regarding the physical, environmental or structural condition of the Village Parcel or of any buildings thereon, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or, with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on or affecting the Village Parcel, its soil or groundwater, the scope and extent of any remediation performed on the Village Parcel or the presence or lack of radon, asbestos, underground storage tanks, or other environmental contamination on, in or under the Village Parcel. As part of this Agreement, the Village assigns to Purchaser any and all rights to any claims it may have against prior owners of the Village Parcel pertaining to the environmental condition of the Village Parcel, except for those rights necessary for the Village to retain to protect itself from such liability. Purchaser has inspected the Village Parcel which is being sold in "AS IS" condition with all faults and accepts the Village Parcel in its condition as of the Effective Date of this Agreement. The Purchaser expressly waives any claims against the Village and its respective agents, employees, officers, directors, successors and assigns for any defects that may exist or be discovered by the Purchaser. Purchaser has not relied on any information provided by the Village in connection with this transaction.
15. **EXHIBITS.** The following Exhibits, Schedules, Riders or attachments are attached and made a part hereof by reference:  
  
Exhibit 1 – Legal Description – Village Parcel
16. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date that the authorized signatories of the Village shall sign the Agreement, which date shall be the date stated below the Village's signature.

**Exhibit 1**  
**Legal Description of Village Parcel**

**LOT 3, BLOCK 17, IN WINSTON GROVE SECTION 22 SOUTH, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 30, 1977, AS DOCUMENT 23889152, IN COOK COUNTY, ILLINOIS.**

**ADDRESS: 1 Jackson Circle, Elk Grove Village, Illinois, 60007**

**PIN: 07-35-~~40~~-406-003-0000**

WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below:

**PURCHASER:**

Kathryn E. McGough and James R. McGough

By: Kathryn McGough  
Name: Kathryn McGough

By: James R. McGough  
Name: James R. McGough

DATE: 7/19/19

Michael J. Cozzi, Attorney for Purchaser  
Email: michaelcozzi@mac.com  
Phone: (847)392-9030  
Address: 215 N. Arlington Heights Rd, Ste. 203  
Arlington Heights, IL 60004

**VILLAGE:**

ELK GROVE VILLAGE, Cook and DuPage Counties,  
Illinois, an Illinois Municipal Corporation

By: [Signature]  
Name: Craig B. Johnson  
Title: Mayor

DATE: 7-23-2019

**ATTEST:**

By: Loretta M. Murphy  
Name: LORETTA M. MURPHY  
Title: Village Clerk

DATE: 7-23-2019

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

**A RESOLUTION APPROVING THE FINAL PLAT OF SUBDIVISION IDENTIFIED AS  
SIP DEVON RESUBDIVISION (202-224 E. DEVON AVENUE)**

**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 approval is hereby given the Plat of Subdivision identified as SIP Devon Resubdivision being part of the Southwest Quarter of Section 33, Township 41 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois, a copy of which is attached hereto and made a part hereof as if fully set forth.

**Section 2:** That the Mayor and Village Clerk are hereby authorized to sign said Plat for and in the name of the Village and attach thereto the corporate seal.

**Section 3:** That the Village Clerk is hereby directed to record a copy of said Plat with the Recorder of Deeds of DuPage County, Illinois.

**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 \_\_\_\_\_ 2019.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.**

**APPROVED:**

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

**ATTEST:**

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

# FINAL PLAT OF SUBDIVISION SIP DEVON RESUBDIVISION

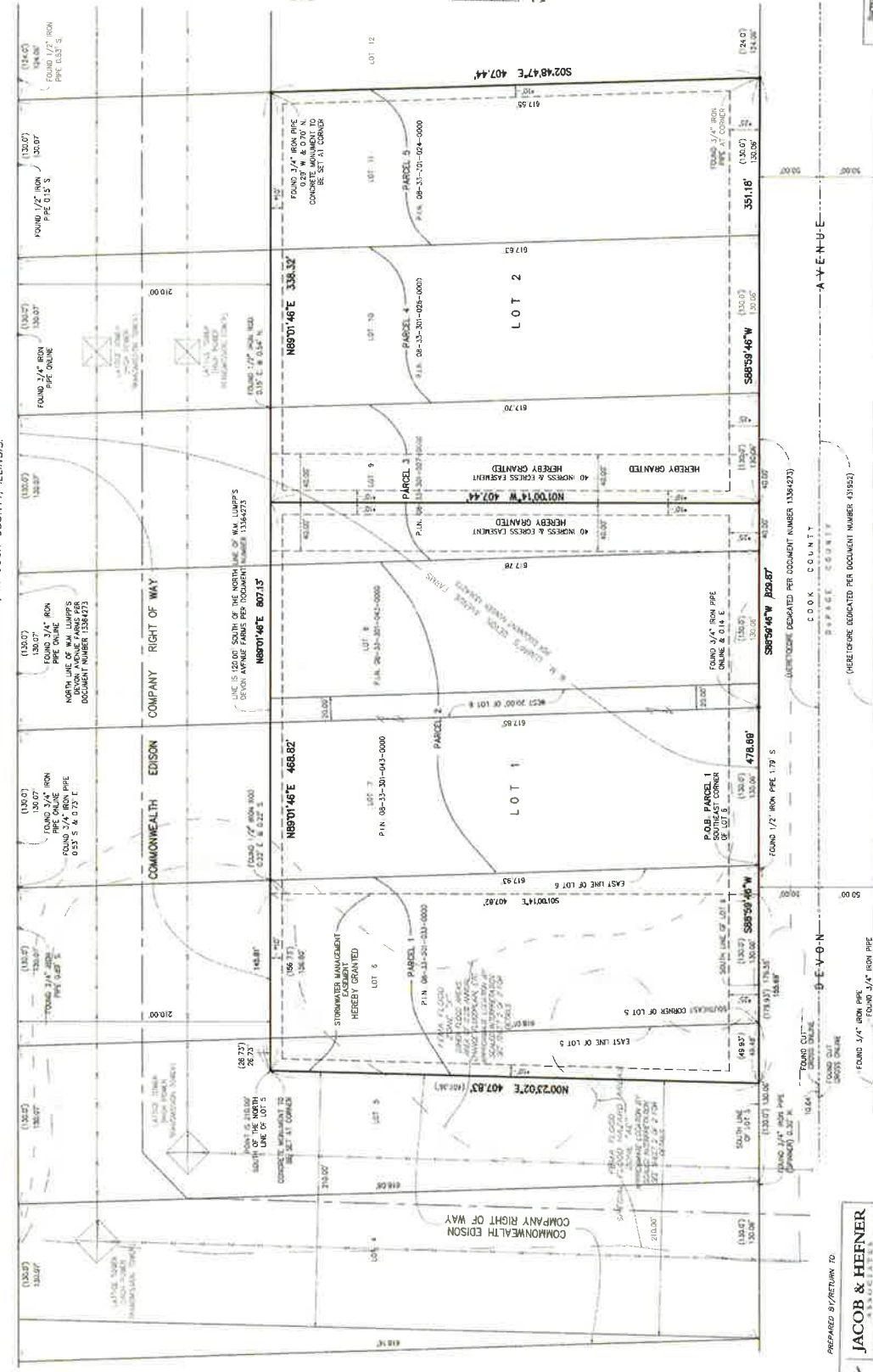
OF  
PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



NOTES: (SEE SHEET 10)  
1. BEARINGS AND DISTANCES FROM THE EAST ONE (1991)  
2. BEARINGS AND DISTANCES FROM THE EAST ONE (1991)

AREA SUMMARY	
LOT	SQUARE FEET ACRES
LOT 1	183,081 4.433
LOT 2	183,081 4.433
TOTAL	366,162 8.866

\* DENOTES UNDERGROUND PUBLIC UTILITIES, SPACES, WATER, DRAINAGE & CABLE TV HEREBY GRANTED.



Survey No.	F 0 1 1
Order No.	REVISION 01/2013
Description	FINAL PLAT OF RESUBDIVISION
Date Prepared	MAY 2014
Scale	1" = 40'

REVISION 06-01-11

SHEET 1 OF 2  
EXISTING & PROPOSED BOUNDARY

PREPARED BY/RETURN TO:  
**JACOB & HEFNER**  
101 PAPER BUILDING, 100 N. LAUREL ST., CHICAGO, IL 60610  
Tel: 312.467.1000 Fax: 312.467.1001  
www.jacobandhefner.com

RECEIVED  
JUN 03 2014  
VALUATION OFFICE







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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A RENEWAL OF THE MEMORANDUM OF AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE POLICE DEPARTMENT AND GATEWAY FOUNDATION, INC.**

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

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
ELK GROVE VILLAGE POLICE DEPARTMENT  
AND  
GATEWAY FOUNDATION, INC.**

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 documents 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 \_\_\_\_\_ 2019.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

APPROVED:

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

ATTEST:

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
ELK GROVE VILLAGE POLICE DEPARTMENT  
AND  
Gateway Foundation, INC.**

The Elk Grove Village Police Department located at 901 Wellington Ave, Elk Grove Village, IL 60007 and Gateway Foundation, Inc. ("Gateway") administrative offices located at 55 E. Jackson, Suite 1500, Chicago, IL 60604 enter into this Agreement for Services to establish coordination of inpatient treatment services for Elk Grove Village Police Department referrals. Gateway and Elk Grove Village Police Department agree to the following:

Elk Grove Village Police Department will make referrals for residential substance abuse services to be provided at Gateway.

A. Services provided by Gateway on-site include:

- Biopsychosocial assessment;
- Treatment and discharge planning;
- A minimum of 25 hours of group and educational services weekly;
- Routine nursing, medical and dietary care and education;
- 24 hour supervision, 7 days a week
- Case Management;
- Recreation activities;
- Family education and counseling, when appropriate;
- 12-step orientation meetings and provisions for alternative aftercare services;
- Comprehensive discharge planning; and
- Written progress reports as requested

B. Elk Grove Village Police Department will provide the following services:

With signed written authorization by the client,

- Participate in case staffing;
- Provide pertinent information related to the participant's involvement with the Elk Grove Village Police Department relevant to treatment decisions;
- Participate in site visits when requested; and
- Confirm Elk Grove Village Police Department's payment obligations set forth in Paragraph C. below.

C. Elk Grove Village Police Department agrees to reimburse Gateway \$325.00 per day for participants whom do not have third-party commercial insurance, Medicaid or who are ineligible for Division of Substance Use Prevention and Recovery (SUPR) benefits. In

the event Gateway receives State rates for residential substance abuse treatment services that exceed the rate set forth in this agreement, the contract rate shall be increased upon thirty (30) days' notice from Gateway to Elk Grove Village Police Department. Gateway agrees if the Elk Grove Village Police Department referral is currently covered by Medicaid, or commercial insurance, or meets the SUPR eligibility requirements, then in that event, Medicaid, SUPR or the commercial insurance will be billed first for covered services, subject to applicable laws. The Elk Grove Village Police Department funds will be available for those Elk Grove Village Police Department participants who have no third party coverage or who have exhausted other third party coverage. Community Law Enforcement Partnership for Deflection and Addiction Treatment Act Grant funds will be available to fulfill the financial obligations of the Elk Grove Village Police Department during the period July 1, 2019 through June 30, 2020, and the obligations of the Elk Grove Village Police Department during such period shall not exceed \$30,225. Invoices submitted to the Elk Grove Village Police Department will include the participants name and dates of services.

- D. Gateway is a "Part 2 Program" as defined by the Confidentiality of Substance Use Disorder Patient Records regulations at Title 42 of the Code of Federal Regulations (C.F.R.) Part 2 (42 C.F.R. Part 2) and complies with the provisions of 42 C.F.R. Part 2. Information that would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder is protected under federal law/42 C.F.R. Part 2. In receiving any protected information, Elk Grove Village Police Department agrees that they are fully bound by the provisions of 42 C.F.R. Part 2. Elk Grove Village Police Department shall not disclose or redisclose information identifying an individual as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2.
- E. In order to improve case coordination, Gateway will attempt to obtain the consent of a participant to disclose his or her information to the Elk Grove Village Police Department Social Worker.
- F. Acceptance of referrals shall be based on current admission policies and procedures of Gateway and the availability of beds. Continued stay shall be based on Gateway's criteria. Individuals who are determined by Gateway to have the ability to pay for services, through insurance, self-pay, or Medicaid, will be required to pay Gateway for their treatment.
- G. Gateway reserves the right to immediately terminate a client for violation of program rules, but shall advise Elk Grove Village Police Department at the time of termination so that Elk Grove Village Police Department can make arrangements

to pick up the client, if necessary. Otherwise, at the completion of a client's treatment, Gateway Foundation will work with client on the discharge plan and coordinating transportation.


- H. Gateway shall, at its own expense, procure and maintain professional and comprehensive general liability insurance with limits of not less than \$1 million per occurrence or \$3 million in aggregate.
- I. Gateway shall defend and indemnify Elk Grove Village Police Department and its directors, officers, employees, representatives, agents, successors and assigns (collectively, "Indemnitees") from and against any and all claims, demands, suits, fines, penalties or causes of action (collectively claims) brought by third parties including claims for liabilities, damages, awards, losses, costs and expenses (including reasonable attorney(s) fees) that result from any and all service provided by Gateway to Elk Grove Village Police Department clients, except to such extent that such liabilities, damages, awards, losses, costs and expenses arise due to the negligent or intentional acts or omissions of any of the Elk Grove Village Police Department Indemnitees.
- J. Either party may terminate this Agreement for Services by providing 30 days prior written notice to the other party.
- K. The parties acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either party.

This Agreement for Services shall commence on July 1, 2019 and shall terminate on June 30, 2020

*[Signature page to follow]*

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: Mayor  
Date: 7-18-19

Attest:

By: Loretta M. Murphy  
Title: Village Clerk  
Date: 7-18-19

Gateway, Inc.

By:   
Title: President & CEO  
Date: July 23, 2019

Attest:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE POLICE DEPARTMENT AND LEYDEN FAMILY SERVICES (SHARE), INC.**

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

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
ELK GROVE VILLAGE POLICE DEPARTMENT  
AND  
LEYDEN FAMILY SERVICES (SHARE), INC.**

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 documents 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 \_\_\_\_\_ 2019.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.**

**APPROVED:**

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

**ATTEST:**

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
ELK GROVE VILLAGE POLICE DEPARTMENT  
AND  
LEYDEN FAMILY SERVICES (SHARE), INC.**

The Elk Grove Village Police Department located at 901 Wellington Ave, Elk Grove Village, IL 60007 and Leyden Family Services (SHARE) administrative offices located at 1776 Moon Lake Blvd., Hoffman Estates, IL 60169 enter into this Agreement for Services to establish coordination of inpatient treatment services for Elk Grove Village Police Department referrals. Leyden Family Services and Elk Grove Village Police Department agree to the following:

Elk Grove Village Police Department will make referrals for residential substance abuse services to be provided at Leyden Family Services.

- A. Services provided by Leyden Family Services include:
- B. Biopsychosocial assessment;  
Treatment and discharge planning;  
A minimum of 25 hours of group and educational services weekly;  
Routine nursing, medical and dietary care and education;  
24 hour supervision, 7 days a week  
Case Management;  
Recreation activities;  
Family education and counseling, when appropriate;  
12-step orientation meetings and provisions for  
alternative aftercare services;  
Comprehensive discharge planning; and  
Written progress reports as requested
- C. Elk Grove Village Police Department will provide the following services:

With signed written authorization by the client,

Participate in case staffing;  
Provide pertinent information related to the participant's involvement with the Elk Grove Village Police Department relevant to treatment decisions;  
Participate in site visits when requested; and  
Confirm Elk Grove Village Police Department's payment obligations set forth in Paragraph C. below.

- D. Elk Grove Village Police Department agrees to reimburse Leyden Family Services \$325.00 per day for participants whom do not have third-party commercial insurance, Medicaid or who are ineligible for Division of Substance Use Prevention and Recovery (SUPR) benefits. In the event Leyden Family Services receives State rates for residential substance abuse treatment services that exceed the rate set forth in this agreement, the contract rate shall be increased upon thirty (30) days' notice from

Leyden Family Services to Elk Grove Village Police Department. Leyden Family Services agrees if the Elk Grove Village Police Department referral is currently covered by Medicaid, or commercial insurance, or meets the SUPR eligibility requirements, then in that event, Medicaid, SUPR or the commercial insurance will be billed first for covered services, subject to applicable laws. The Elk Grove Village Police Department funds will be available for those Elk Grove Village Police Department participants who have no third party coverage or who have exhausted other third party coverage. Community Law Enforcement Partnership for Deflection and Addiction Treatment Act Grant funds will be available to fulfill the financial obligations of the Elk Grove Village Police Department during the period July 1, 2019 through June 30, 2020, and the obligations of the Elk Grove Village Police Department during such period shall not exceed \$30,225. Invoices submitted to the Elk Grove Village Police Department will include the participants name and dates of services.

- E. Leyden Family Services is a "Part 2 Program" as defined by the Confidentiality of Substance Use Disorder Patient Records regulations at Title 42 of the Code of Federal Regulations (C.F.R.) Part 2 (42 C.F.R. Part 2) and complies with the provisions of 42 C.F.R. Part 2. Information that would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder is protected under federal law/42 C.F.R. Part 2. In receiving any protected information, Elk Grove Village Police Department agrees that they are fully bound by the provisions of 42 C.F.R. Part 2. Elk Grove Village Police Department shall not disclose or redisclose information identifying an individual as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2.
- F. In order to improve case coordination, Leyden Family Services will attempt to obtain the consent of a participant to disclose his or her information to the Elk Grove Village Police Department Social Worker.
- G. Acceptance of referrals shall be based on current admission policies and procedures of Leyden Family Services and the availability of beds. Continued stay shall be based on Leyden Family Services' criteria. Individuals who are determined by Leyden Family Services to have the ability to pay for services, through insurance, self-pay, or Medicaid, will be required to pay Leyden Family Services for their treatment.
- H. Leyden Family Services reserves the right to immediately terminate a client for violation of program rules, but shall advise Elk Grove Village Police Department at the time of termination so that Elk Grove Village Police Department can make arrangements to pick up the client, if necessary. Otherwise, at the completion of a client's treatment, Leyden Family Services Foundation will work with client on the discharge plan and coordinating transportation.




- I. Leyden Family Services shall, at its own expense, procure and maintain professional and comprehensive general liability insurance with limits of not less than \$1 million per occurrence or \$3 million in aggregate.
- J. Leyden Family Services shall defend and indemnify Elk Grove Village Police Department and its directors, officers, employees, representatives, agents, successors and assigns (collectively, "Indemnitees") from and against any and all claims, demands, suits, fines, penalties or causes of action (collectively claims) brought by third parties including claims for liabilities, damages, awards, losses, costs and expenses (including reasonable attorney(s) fees) that result from any and all service provided by Leyden Family Services to Elk Grove Village Police Department clients, except to such extent that such liabilities, damages, awards, losses, costs and expenses arise due to the negligent or intentional acts or omissions of any of the Elk Grove Village Police Department Indemnitees.
- K. Either party may terminate this Agreement for Services by providing 30 days prior written notice to the other party.
- L. The parties acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either party.


This Agreement for Services shall commence on July 1, 2019 and shall terminate on June 30, 2020

*[Signature page to follow]*


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: Mayor  
Date: 7-18-19

Attest:  
By:   
Title: Village Clerk  
Date: 7-18-19

Leyden Family Services, Inc.

By:   
Title: CEO  
Date: 7/22/2019

Attest:  
By:   
Title: Manager of Crisis and Outpatient Mental Health  
Date: 7/22/19

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

**A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018 FOR CERTAIN REAL ESTATE LOCATED AT 755 NICHOLAS BOULEVARD, ELK GROVE VILLAGE, ILLINOIS**

**WHEREAS**, the Village of Elk Grove Village desires to promote the development of industry in the Village of Elk Grove; and

**WHEREAS**, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, the most recent amendment becoming effective as of July 27, 2018, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

**WHEREAS**, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 755 Nicholas Boulevard, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-26-309-015-0000, has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

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

**Section 1:** That the request of the Petitioner to have certain real estate located at 755 Nicholas Boulevard, Elk Grove Village, Cook County, Illinois, and identified by Property Index Number 08-26-309-015-0000, declared eligible for Class 6B status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

THE NORTH 70.00 FEET OF LOT 6 ON CENTEX INDUSTRIAL PARK NORTH UNIT 2, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Section 2:** That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class

6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-26-309-015-0000. Elk Grove Village is in receipt of an economic disclosure statement that is included with the application packet.

**Section 3:** That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution subject to the petitioner completing the following conditions within twelve months of closing:

- a. Update the façade;
- b. Reconstruct the docks, driveways and parking lot;
- c. Improve the landscaping; and
- d. Interior build-out, mold remediation and sight improvements.

**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 \_\_\_\_\_ 2019.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.**

**APPROVED:**

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

**ATTEST:**

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

Res 6B 75 Nicholas 13/14

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

**A RESOLUTION APPROPRIATING FUNDS IN THE AMOUNT OF \$458,678.76 FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING LOCAL MATCH AND AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

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

**Section 1:** That the Mayor be and is hereby authorized to sign the attached document marked "Local Public Agency Agreement For Federal Participation," 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 authorized four hundred and fifty-eight thousand, six hundred seventy-eight dollars and seventy-six cents (\$458,678.76) or as much may be needed to match Federal funds in the completion of MFT Section Number 18-00069-00-RS.

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

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.**

**APPROVED:**

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

**ATTEST:**

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



# Local Public Agency Agreement for Federal Participation



## LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Elk Grove Village		Cook	18-00069-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU		CMAP	03-19-0023

Construction on State Letting    Construction Local Letting    Day Labor    Local Administered Engineering    Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-011-20	GS27(524)				

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

## LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Nerge Rd	9-1346	0.51 miles	2.41	2.92
Location Termini				
Mitchell Trail to Devon Avenue				
Current Jurisdiction		Existing Structure Number(s)		
Elk Grove Village				
				<b>Add Location</b>

## LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Rohlwing Road	9-2578	0.32 miles	1.86	2.18
Location Termini				
200 feet south of Huntington Drive to 800 feet north of Devon Avenue				
Current Jurisdiction		Existing Structure Number(s)		
Elk Grove Village				
				<b>Add Location</b>

## PROJECT DESCRIPTION

The project location is on Nerge Road from Mitchell Trail to Devon Avenue for 0.51 miles and on Rohlwing Road from north of Devon Avenue to south of Huntington Drive for 0.32 miles for a total project length of 0.83 miles. The scope of work consists of hot-mix asphalt resurfacing, sidewalk removal and replacement, pedestrian countdown timers and all incidental and collateral work necessary to complete the project in accordance with the approved Plans and Special Provisions.

## 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, receipts 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. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (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.
14. 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 antitrust 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.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
  16. (**STATE** Contracts). 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**.
  17. 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.
  18. To regulate parking and traffic in accordance with the approved project report.
  19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
  20. 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.
  21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
  22. (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 fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05021 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
  23. (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 on the engineering projects.
  24. (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.
  25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date 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.
  26. (Single Audit Requirements) That 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** (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 CFDA number for all highway planning and construction activities is 20.205.
  27. That the **LPA** is 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/>
  28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment



(PRA).

**NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

**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. (State Contracts) 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. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction 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 be 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.

**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.	LPA Appropriation Resolution
<input checked="" type="checkbox"/>	4.	GATA Reporting
<input type="button" value="Add Row"/>		

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

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Craig B. Johnson

Title of Official

Mayor

Signature

Date

--	--

The above signature certifies the agency's Tin number is

36-600920 conducting business as a Governmental Entity.

Duns Number 072316581

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

--	--

By:

Director of Planning & Programming

Date

--	--

Director of Planning & Programming

Date

--	--

Philip C. Kaufmann, Chief Counsel

Date

--	--

Chief Fiscal Officer (CFO)

Date

--	--

**NOTE:** if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**DRAFT**



## Instructions for BLR 05310 - Page 1 of 3

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

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

### Local Public Agency

Name of LPA	Insert the name of the LPA
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	Insert the name of the Metropolitan Planning Organization (MPO) in which the LPA is located if applicable. If not applicable, select "N/A".
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Day Labor	Check this box if the project will be constructed using day labor.
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.
Right-of-Way	Check this box if Right-Of-Way is part of the project.
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Engineering	
Job Number	Insert the job number assigned for the engineering portion of this project.
Project Number	Insert the project number assigned to the engineering portion of this project.
Right-of-Way	
Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
<u>Location</u>	Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.

## Instructions for BLR 05310 - Page 2 of 3

Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

### For State Let Construction Projects:

#### Addenda

Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

1. Location Map                      Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost                      Insert the division of cost page (see separate instructions for completing this document).
3. LPA Appropriation Resolution      For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.
4. IDOT Fiscal Approval Signature Page

#### Approved

- |                                 |   |
|---------------------------------|---|
| Local Public Agency             | The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT official shall sign and date here.   |

### For Local Let Projects:

1. Location Map                      Attach a location map to this agreement showing all locations being improved by this project.
  2. Division of Cost                      Insert the division of cost page (see separate instructions for completing this document)
- For additional addenda, check this box and insert a description of the item and attach it to the agreement.

#### Approved

- |                                 |  |
|---------------------------------|--|
| Local Public Agency             | The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT officials shall sign and date here.   |

### Division of Cost Table:

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

#### Example:

- Maximum STR participation 80% not to exceed \$100,000
- Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

**Instructions for BLR 05310 - Page 3 of 3**

**Division of Cost Table:**

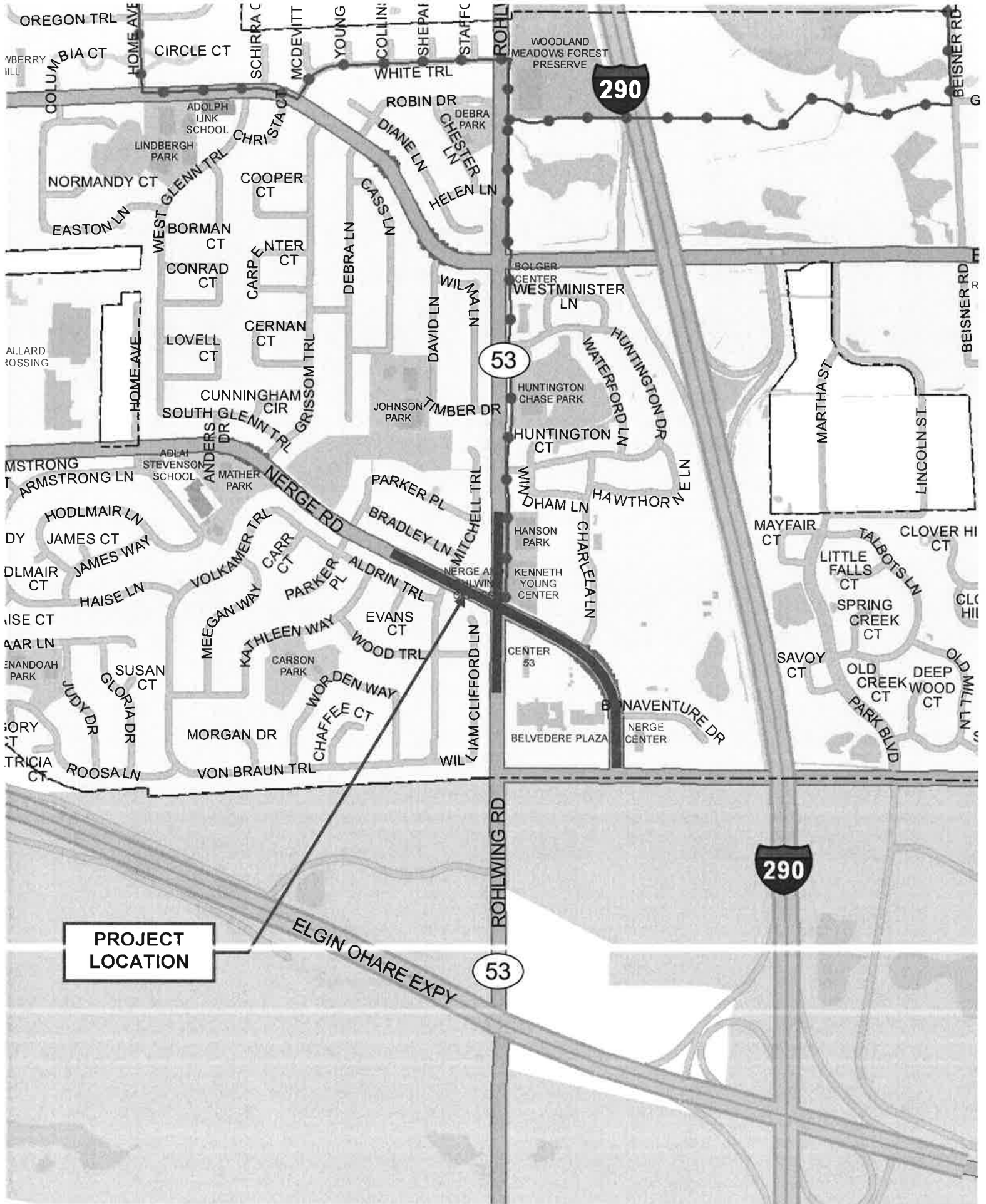
Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type form the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

**A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:**

- District file
- Bureau of Local Roads Central Office (2)

**DRAFT**



PROJECT  
LOCATION

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