



AGENDA

REGULAR VILLAGE BOARD MEETING

September 24, 2019

7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR LEANDRO NOGUERIA, VILLAGE POINT CHURCH)

3. APPROVAL OF MINUTES OF SEPTEMBER 10, 2019

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: SEPTEMBER 24, 2019 \$2,586,812.35

6. CONSENT AGENDA

- a. Consideration to award a professional service contract to S.B. Friedman of Chicago, IL to complete an I-490 land use and analysis study in the total contract amount of \$39,860 funded through the Busse Elmhurst TIF.

(The Elk Grove Business Park is the largest consolidated business park in North America and a significant anchor to the Village. The Business Park employs upwards of 60,000 employees at approximately 6,000 businesses.

(This contract provides for S.B. Friedman to complete an I-490 land use and analysis study to be funded through the Busse Elmhurst TIF at a cost of \$39,860.)

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

- b. Consideration to award a professional service contract to HR Green, Inc. of Cedar Rapids, IA to complete a telecommunications enhancement study for the Elk Grove Village Business Park in the total contract amount of \$72,500 funded through the Busse Elmhurst TIF.

(Elk Grove Village desires to maximize the economic potential of its industrial park properties. These areas are a significant source of revenue and represent the key economic driver of the Village.

(This contract provides for HR Green to analyze telecommunications service potential in the Business Park.

(There are sufficient funds budgeted in the Busse/Elmhurst TIF.

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

- c. Consideration to grant a variation from the Municipal Code, Section 8-12B-1-1D, Easements, to permit the installation of a screen wall within the ten foot (10') rear yard public utility easement at 500 E Devon Avenue.

(The property owner is seeking a variation to construct a screen wall within a public utility easement along the rear property line of 500 E Devon Avenue. 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 existing public utilities within the easement and there will be no negative impact on drainage within the easement. (The Director of Community Development recommends approval.)

- d. Consideration to award a contract to TNT Landscape Construction, of Elgin, IL, for the 2019 Parkway Restoration - Sod contract in the amount of \$43,175 from the Public Works Land & Forestry and Water & Sewer budgets.

(On Wednesday, September 11, 2019, the Village opened sealed bids for the Parkway Restoration - Sod contract. Seven (7) contractors obtained bids and four (4) bids were submitted.

(This contract provides the turf restoration of damaged parkways throughout the Village including site preparation, topsoil and watering.

(The initial term of the contract is from October 1, 2019 through March 31, 2020, with the option of four (4) annual renewals in one-year increments through March 31, 2024.

(The lowest responsive and responsible bid was received from TNT Landscape Construction, of Elgin, IL in the amount of \$43,175.

(Funds for the project have been allocated in the Public Works Land & Forestry and Water & Sewer accounts.

(The Director of Public Works recommends approval.)

- e. Consideration to award a construction contract to the lowest responsive and responsible bidder, Signature Demolition Services, Inc. of Bridgeview, IL for demolition and site restoration at the former Motel 6, 1601 Oakton Street, in an amount not to exceed \$235,900 from the Busse-Elmhurst TIF.

(On Thursday, September 12, 2019, the Village opened sealed bids for the Demolition and Site Restoration Project at the Former Motel 6, 1601 Oakton Street. Fifteen (15) contractors obtained bid documents and thirteen (13) bids were submitted.

(The lowest responsive and responsible bid was received from Signature Demolition Services, Inc. of Bridgeview in the amount of \$235,900.

(Adequate funds are available in the Busse-Elmhurst TIF.

(The Director of Community Development recommends approval.)

- f. Consideration to award a professional service contract to Engineering Resource Associates of Warrenville, IL for Phase II Engineering Services for water main replacement project on Ridgewood Road and Crest Avenue in the amount of \$43,521 from the Water and Sewer Fund.

(A proposal was solicited from Engineering Resource Associates of Warrenville, IL for

Phase II Engineering Services to develop contract plans and specifications for a water main replacement project along Ridgewood Road from Tanglewood Drive to Willow Lane and Crest Avenue from Ridgewood to Willow Lane in the amount of \$43,521 from the Water and Sewer Fund.

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

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

(The Director of Public Works has recommended approval.)

- g. Consideration to adopt Ordinance No. 3628 granting a variation of Section 3-7:D(4) of the Zoning Ordinance pertaining to minimum setbacks to permit the existence of an above ground pool to encroach approximately nineteen feet (19') into the required front yard along the north of the property and a variation of Section 7A-1:B(2) of the Zoning Ordinance to permit the construction of a six foot (6') privacy fence three feet (3') from the North side property line on property located at 1101 Leicester Road, Elk Grove Village (Redmon).

(This item was discussed at the September 10, 2019 Village Board Meeting and currently appears under Unfinished Business.)

- h. Consideration to adopt Ordinance No. 3629 amending Position Classification and Salary Plan of the Village of Elk Grove Village (Customer Service Assistant-Fire Department; Executive Coordinator-Village Manager's Office; Executive Coordinator-Village Clerk's Office; Administrative Specialist-Village Clerk's Office; and Administrative Specialist-Village Manager's Office).

(This Ordinance adds one (1) Customer Service Assistant position in the Fire Department, one (1) Executive Coordinator position in the Village Clerk's Office and one (1) Administrative Specialist position to the Village Manager's Office.

(This ordinance deletes one (1) Administrative Specialist in the Village Clerk's Office, one (1) Executive Coordinator position in the Village Manager's Office and eventually one (1) Administrative Support Assistant position in the Fire Department.)

- i. Consideration to adopt Ordinance No. 3630 granting a Special Use Permit with certain conditions to permit the construction of an additional drive-thru lane at an existing restaurant facility located at 630 Meacham Road (Tri City Foods - Burger King).

(This item was discussed at the September 10, 2019 Village Board Meeting and currently appears under Unfinished Business.)

- j. Consideration to adopt Resolution No. 58-19 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 1000 Estes Ave.

(The Law Offices of Sarnoff & Baccash, on behalf of 8110 N. St. Louis LLC (Applicant) is seeking a Cook County Class 6B property tax exemption for 1000 Estes Ave.

(The Applicant intends to purchase the building for its related entity Raja Foods LLC for its operations consisting of the packaging, warehousing, and distribution of ethnic food and products sold in grocery stores. Raja Foods is the nation's largest distributor and retailer of Indian food. This site will be their new corporate headquarters.

(The Applicant is currently located in Skokie where they operate out of a 65,000 square foot building. Due to expanding operations the Applicant will move its entire operation to Elk Grove Village. They will bring all fifty-six full time employees to the new location and they plan to hire an additional twenty within the first three years.

(The subject property consist of an approximately 199,700 square foot site with an approximately 100,000 square foot building. The building will be vacant prior to occupancy.

(The Applicant plans to spend approximately \$2.5 - \$3.5 million to rehabilitate the subject property. This includes façade, landscaping, and signage upgrades. They will also be adding 8,000 square feet of freezer space and reconfigure the office.

(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 less than twenty-four (24) months with a purchase for value, special circumstances, and 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.)

- k. Consideration to adopt Resolution No. 59-19 authorizing the Mayor to execute an Intergovernmental Agreement between the Village of Elk Grove Village and the County of Cook for the construction of a bike path along Biesterfield Road.

(Attached is a copy of the Intergovernmental Agreement for the construction of a bike path along Biesterfield Road to be executed by and between the County of Cook and the Village of Elk Grove Village.

(The Village was awarded funding for the project from the County of Cook in the amount of \$250,250, which is approximately 50% of the total project cost.

(The Director of Public Works recommends approval.)

7. REGULAR AGENDA

- a. Consideration to approve a sign variation for Windfall Cabinetry Group at 2500 Touhy Avenue.

(A variation is required to allow a freestanding sign with an overall sign area exceeding ninety (90) square feet.

(The Director of Community Development recommends approval.)

- b. Consideration to approve sign variations for the Kenneth Young Center at 1001 Rowhling Road.

(Variations are required to allow multiple identification signs on one lot with an overall sign area exceeding forty-five (45) square feet.

(The Director of Community Development recommends approval.)

8. PLAN COMMISSION - Village Manager Rummel

9. ZONING BOARD OF APPEALS - Village Manager Rummel

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 - Direct the Village Attorney to prepare the necessary documents for an additional drive-through lane to restaurant located at 630 Meacham Road (Tri City Foods - Burger King).
- b. Village Attorney - Direct the Village Attorney to prepare the necessary documents granting a variation as it pertains to permitted locations for fences and pools for property located at 1101 Leicester Road.

27. NEW BUSINESS

28. PUBLIC COMMENT

29. ADJOURNMENT

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION OF SECTION 3-7:D(4) OF THE ZONING ORDINANCE PERTAINING TO MINIMUM SETBACKS TO PERMIT THE EXISTENCE OF AN ABOVE GROUND POOL TO ENCROACH APPROXIMATELY NINETEEN FEET (19') INTO THE REQUIRED FRONT YARD ALONG THE NORTH OF THE PROPERTY AND A VARIATION OF SECTION 7A-1:B(2) OF THE ZONING ORDINANCE TO PERMIT THE CONSTRUCTION OF A SIX FOOT (6') PRIVACY FENCE THREE FEET (3') FROM THE NORTH SIDE PROPERTY LINE ON PROPERTY LOCATED AT 1101 LEICESTER ROAD, ELK GROVE VILLAGE (REDMON)

WHEREAS, the Zoning Board of Appeals, at a Public Hearing duly called and held according to law, considered the question of granting a variation of Section 3-7:D(4) of the Zoning Ordinance to permit the installation of an above ground pool to encroach approximately nineteen feet (19') into the required front yard along the North of the property and a variation of Section 7A-1:B(2) of the Zoning Ordinance to permit the construction of a six foot (6') high privacy fence three feet (3') from the North side property line on property located at 1101 Leicester Road, Elk Grove Village; and

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

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

Section 1: That there be granted a variation of Section 3-7:D(4) of the Zoning Ordinance to permit the installation of an above ground pool which encroaches approximately nineteen feet (19') into the required front yard along the north of the property and a variation of Section 7A-1:B(2) of the Zoning Ordinance to permit the construction of a six foot (6') privacy fence three feet (3') from the North side property line on property located at 1101 Leicester Road, Elk Grove Village and identified by the following property identification number:

08-32-320-001-0000

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

Ord11011.leicester.pool

ORDINANCE NO. _____

AN ORDINANCE AMENDING POSITION CLASSIFICATION AND SALARY PLAN OF THE VILLAGE OF ELK GROVE VILLAGE (CUSTOMER SERVICE ASSISTANT- FIRE DEPARTMENT; EXECUTIVE COORDINATOR-VILLAGE MANAGER’S OFFICE; EXECUTIVE COORDINATOR-VILLAGE CLERK’S OFFICE; ADMINISTRATIVE SPECIALIST-VILLAGE CLERK’S OFFICE; AND ADMINISTRATIVE SPECIALIST-VILLAGE MANAGER’S OFFICE)

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

Section 1: 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

Fire Department	Current	Delete Full-Time	Add Full-Time	Total September 25, 2019
Customer Service Assistant	0	0	1	1

* Administrative Support Assistant will decrease by one (1) following a retirement in November.

Village Manager’s Office	Current	Delete Full-Time	Add Full-Time	Total November 18, 2019
Executive Coordinator	1	1	0	0
Administrative Specialist	0	0	1	1

Village Clerk’s Office	Current	Delete Full-Time	Add Full-Time	Total November 18, 2019
Administrative Specialist	1	1	0	0
Executive Coordinator	0	0	1	1

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 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 GRANTING A SPECIAL USE PERMIT WITH CERTAIN CONDITIONS TO PERMIT THE CONSTRUCTION OF AN ADDITIONAL DRIVE-THRU LANE AT AN EXISTING RESTAURANT FACILITY LOCATED AT 630 MEACHAM ROAD (TRI CITY FOODS – BURGER KING)

WHEREAS, the Plan Commission of the Village of Elk Grove Village at a Public Hearing, duly called and held according to law, considered the petition for a Special Use Permit for the construction of an additional drive-thru lane at the existing restaurant facility located at 630 Meacham Road subject to various conditions hereinafter set forth; and

WHEREAS, the Mayor and Board of Trustees of the Village of Elk Grove Village, after having considered the recommendation of said Plan Commission, find and believe it to be in the best interest of the Village to grant the Special Use Permit with the recommended conditions associated therewith for the additional drive-thru lane.

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

Section 1: That there is hereby granted a Special Use Permit to Tri City Foods to permit an additional drive-thru lane on property located at 630 Meacham Road, Elk Grove Village, subject to the following conditions:

1. The site/facility shall be constructed in compliance with all Village Codes and in substantial conformance with the following plans submitted by the Petitioner:
 - a. Site Plan prepared by Warren Johnson Architects, Inc., dated 7/24/2019;
 - b. Landscape Plan prepared by Terra Engineering LTD., dated 8/21/2019; and
 - c. Elevations prepared by Warren Johnson Architects, Inc., with date of receipt of 7/9/2019.
2. Prior to receiving an occupancy permit, the Petitioner shall provide a signed Plat of Easement, prepared by Northwestern Engineering Consultants, P.C., dated 8/21/2019, granting a ten-foot (10') easement for a multi-use path along Biesterfield Road.

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

OrdSpecL.sc.630Mteacham

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 1000 ESTES AVENUE, 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, in the case of abandoned property, if the municipality or the Mayor and Board of Trustees, finds that special circumstances justify finding that the property is "abandoned" for purpose of Class 6B, even though it has been vacant and unused for less than 24 months, that finding, along with the specification of the circumstances, shall be included in the resolution or ordinance supporting and consenting to the Class 6B application. Such resolution or ordinance shall be filed with the eligibility application. If the ordinance or resolution is that of a municipality, the approval of the Board of Commissioners of Cook County is required to validate such shortened period of qualifying abandonment, and a resolution to that effect shall be included with the Class 6B eligibility application filed with the Assessor; 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 1000 Estes Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Numbers 08-34-100-012-0000, 08-34-100-036-0000 and 08-34-100-081-0000, and 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 1000 Estes Avenue, Elk Grove Village, Cook County, Illinois, identified by Property Index Numbers 08-34-

100-012-0000, 08-34-100-036-0000, and 08-34-100-081-0000, declared eligible for Class 6B special circumstances 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:

PARCEL 1: LOT 250 IN CENTEX INDUSTRIAL PARK UNIT 138, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 25 FEET OF LOT 121 IN CENTEX INDUSTRIAL PARK UNIT 87 BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 107 IN CENTEX INDUSTRIAL PARK UNIT 76, A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 121 (EXCEPT THE WEST 25 FEET THEREOF) IN CENTEX INDUSTRIAL PARK UNIT 87, A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Section 2: That the Special Circumstances as outlined by the petitioner are attached hereto as Exhibit "A" and made a part thereof.

Section 3: 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 Numbers 08-34-100-012-0000, 08-34-100-036-0000, and 08-34-100-081-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

Section 4: 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, landscaping and signage;
- b. Reconfigure office and add 8,000 square feet of freezer space.

Section 5: 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

Res6b,1000Estes

EXHIBIT "A"

SARNOFF • BACCASH
PROPERTY TAX LAW

Special circumstances requested by 8110 N. St. Louis, LLC
1000 Estes Ave., Elk Grove Village, Illinois (PINs: 08-34-100-012/-036/-081)

8110 N. St. Louis, LLC ("Applicant") is requesting a Resolution in support and consent of a Class 6b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances, new construction and substantial rehabilitation. The Applicant plans to purchase the subject property and rehabilitate the same for its related entity, Raja Foods, L.L.C., to occupy for its operations consisting of the packaging, warehousing and distribution of food and products sold in grocery stores.

The subject property consists of an approximately 199,700 square foot site with a roughly 100,000 square foot building that will be 100% vacant and unused prior to the purchase. The property is in need of substantial rehabilitation. Therefore, the Applicant plans to spend approximately \$2,500,000 to \$3,500,000 to immediately rehabilitate and improve the subject property. Based on initial inspections these improvements will be to add 8,000 new square feet of freezer space, tear down the front office area and replace it with a three-story office totaling approximately 24,000 square feet, complete a full face lift to the existing dock areas, update the landscaping, restripe the parking lot and install new signage as well as to complete other general maintenance. The Applicant also plans to complete some interior improvements. In addition, please note that all of the rehabilitation costs could significantly vary depending on a variety of factors such as market variances. Further inspections of the subject property may require additional improvements. The rehabilitation will create approximately 50 to 60 construction jobs.

Raja Foods, L.L.C. currently occupies approximately 65,000 square feet in Skokie, Illinois. Raja Foods, L.L.C. is growing and needs to expand its operations, and therefore, plans to move its entire operation to the subject property. As a result, Raja Foods, L.L.C. plans to bring all 56 of its employees (all full-time) to the subject property and plans to hire an additional 20 employees within the first three years of operations at the subject property. Additionally, Raja Foods, L.L.C. will look to hire all qualified Elk Grove Village residents for future hires.

Elk Grove Village can also expect that Raja Foods, L.L.C. and its employees will invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, Elk Grove Village can expect that Raja Foods, L.L.C. will attract business and various customers to the Village in the course of its operations.

Based on our research and the additional costs that must be incurred to improve and rehabilitate the building in order for this to be a successful endeavor, the Applicant must possess a Class 6b Incentive to complete the improvements and to successfully operate the property. It is for these reasons that it is necessary to grant the Applicant a Resolution in support and consent of a Class 6b Incentive for the subject property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances, new construction and substantial rehabilitation.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE COUNTY OF COOK FOR THE CONSTRUCTION OF A BIKE PATH ALONG BIESTERFIELD ROAD

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:

**INTERGOVERNMENTAL AGREEMENT
CONNECTING COOK COUNTY**

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2019.

APPROVED this _____ day of _____ 2019.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk



INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT") is entered into this ____ day of _____, 2019, by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the "COUNTY"), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and ELK GROVE VILLAGE, a municipal corporation of the State of Illinois (the "VILLAGE"). The COUNTY and VILLAGE are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation; and

WHEREAS, on August 3, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the County's first long range transportation plan in 75 years; and

WHEREAS, *Connecting Cook County* identifies five priorities to shape the County's transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region's role as North America's freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today's investments do not preclude future innovation and growth;

- Increase investments in transportation to maintain the region's economic competitiveness; and

WHEREAS, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*; and

WHEREAS, since its creation, the Invest in Cook program has leveraged approximately \$75 million in additional federal, state and local funds; and

WHEREAS, on July 25, 2019, the COUNTY informed the VILLAGE that it had been selected for participation in the 2019 Invest in Cook Program; and

WHEREAS, the COUNTY has agreed to award the VILLAGE up to \$250,250 toward construction and Phase III engineering costs for the construction of physical improvements to the Biesterfield Road Bike Path (the "PROJECT"); and

WHEREAS, the scope of work for the PROJECT includes, but is not limited to, the installation of pedestrian count-down signal heads, pushbuttons, ADA ramps and crosswalks at the intersections of Biesterfield Road/Meacham Road and Biesterfield Road/Michigan Lane, and construction of an eight-foot shared-use path along Biesterfield Road; and

WHEREAS, the PARTIES by this instrument shall determine and establish their respective responsibilities for construction, Phase III engineering, maintenance, funding and reporting of the PROJECT; and

WHEREAS, the COUNTY, by virtue of its powers as a home rule unit of government and those set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE, by virtue of its powers as a home rule unit of government and those set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this AGREEMENT;

WHEREAS, this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. CONSTRUCTION

- A. **Construction Contract.** The VILLAGE shall enter into a contract with a contractor to furnish all labor and materials needed to construct the PROJECT. In awarding and administering the contract, the VILLAGE must comply with all applicable state and federal laws and regulations. To the extent that any of the provisions of this section conflict with any state or federal law or regulation, said law or regulation shall control.
- B. **Bid Documents.** The VILLAGE shall prepare contract bid documents for the PROJECT, which shall include the minimum qualifications, plans and specifications, special provisions, cost estimates and details regarding any pre-bid conference or site inspection and whether such pre-bid conference or site inspection is mandatory. The VILLAGE shall keep a record of all individuals who request bid documents. The VILLAGE shall notify all individuals recorded as having requested bid documents of any changes with respect to any pre-bid conference or site inspection no later than 24 hours prior to the original scheduled date and no less than two business days prior to any newly scheduled date.
- C. **Bid Notice.** The VILLAGE shall publish a bid notice on the VILLAGE's website at least 14 calendar days before the date for the submission of bids.
- D. **Changes to Bids.** No bid may be changed, amended or supplemented in any way after the date and time for submission of bids.
- E. **Bid Opening.** All bids shall be opened, and a record of such bids shall be made on the date and at the time and location as stated in the bid notice or as prescribed in an addendum issued by the VILLAGE. If it is determined that an error was made in the public reading of the bids, the VILLAGE shall notify all bidders of such error

and reconvene the bid opening to correct the record as soon as reasonably possible.

- F. **Bid Reissuance**. If only one bid has been submitted, the VILLAGE will determine whether to open the bid or return the bid to the bidder via certified mail and reissue the bid notice or use a different method to award the contract.
- G. **Bid Tabulation**. The VILLAGE shall review, evaluate and tabulate responsive bids. In determining the apparent low bid, the VILLAGE shall consider the responsibility of the bidder, including, but not limited to, the bidder's experience and past performance, financial capacity, staff qualifications, and the willingness and ability to meet time requirements.
- H. **County Review**. The VILLAGE shall direct the bids, bid tabulation and its recommendation to the COUNTY, with justification supporting such recommendation. The COUNTY shall review the bids, bid tabulation and the VILLAGE's recommendation within seven calendar days of receipt and indicate its approval or disapproval thereof in writing. If the VILLAGE does not receive a response from the COUNTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval.
- I. **Contract Execution**. Upon concurrence from the COUNTY, the VILLAGE shall negotiate the terms of and execute the contract. The VILLAGE shall forward a copy of the contract to the COUNTY no later than 14 calendar days after execution.
- J. **Pre-Construction Notice**. The VILLAGE shall provide no less than 14 calendar days' advance written notice to the COUNTY prior to the pre-construction meeting and no less than seven calendar days' advance written notice to the COUNTY prior to the start of construction.
- K. **Insurance**. The VILLAGE shall require that the construction contractor name the COUNTY as an additional insured under the contractor's general liability insurance policy.
- L. **Rights of Inspection**. The COUNTY and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during construction

of the PROJECT. The VILLAGE shall work cooperatively with the COUNTY to address and resolve any concerns raised by the COUNTY with respect to construction of the PROJECT. Any dispute(s) concerning the construction of the PROJECT shall be resolved in accordance with Section VII of this AGREEMENT.

- M. **Final Inspection Notice.** The VILLAGE shall provide no less than 14 calendar days' advance written notice to the COUNTY prior to final inspection of the PROJECT.
- N. **County Signage.** The VILLAGE shall permit the COUNTY to erect signage at or near the construction site(s) indicating the COUNTY's participation on the PROJECT.
- O. **Submittals.** All submittals and notices required of the VILLAGE under this section of the AGREEMENT must be directed by electronic mail to the DEPARTMENT's Bureau Chief of Construction at holly.cichy@cookcountyil.gov.

II. PHASE III ENGINEERING

- A. **Engineering Agreement.** The VILLAGE will enter into an agreement with a professional engineering firm to perform Phase III engineering services for the PROJECT. Phase III engineering services may include attendance at pre-construction and progress meetings, providing full-time or part-time inspection services and providing material testing reports. The VILLAGE will forward a copy of the Phase III engineering agreement to the COUNTY within 14 calendar days of execution.
- B. **Consultant Selection.** As a home rule unit of government, the VILLAGE is not subject to the provisions of the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq., in selecting its consultant.
- C. **County Monitoring.** The COUNTY may periodically visit the construction site(s) to confirm that Phase III engineering services are being performed in accordance with the Phase III engineering agreement for the PROJECT. The COUNTY will detail in writing any observations, objections and/or recommendations for review and consideration by the VILLAGE.
- D. **Disputes.** The PARTIES will work cooperatively to address and resolve any comments and/or objections raised by the COUNTY regarding Phase III

engineering services for the PROJECT. Any dispute(s) concerning the performance of Phase III engineering services shall be resolved in accordance with Section VII of this AGREEMENT.

- E. **Lead Agency.** The VILLAGE agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured.
- F. **County Permits.** The COUNTY will grant and consent to any and all permits for right of access (ingress or egress) and/or temporary use of its property within the PROJECT limits to the VILLAGE and/or its agents, without charge of permit fees to the VILLAGE. Any permit(s) for right of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.
- G. **Village Resources and Staff.** Upon concurrence from the COUNTY, the VILLAGE may elect to perform Phase III engineering services for the PROJECT using its own resources and staff. Notwithstanding the foregoing, the provisions of Section V (l) (4) remain in effect and the COUNTY will not reimburse the VILLAGE for any administrative costs expended by the VILLAGE, including staff salaries and wages.
- H. **Submittals.** All submittals required of the VILLAGE under this section of the AGREEMENT must be directed by electronic mail to the DEPARTMENT's Bureau Chief of Construction at holly.cichy@cookcountvil.gov.

III. MAINTENANCE

- A. **Definition.** As used herein, the terms "maintain" and "maintained" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, and replacement of the maintained facility when needed.
- B. **Duty to Maintain.** Before, during and after completion of construction of the PROJECT, the VILLAGE shall maintain, or cause to be maintained, those portions of the PROJECT under its established jurisdictional authority. This duty to maintain shall survive termination of this AGREEMENT.

IV. SCHEDULE AND TERMINATION

- A. **Notice to Proceed.** Execution of this AGREEMENT by the PARTIES shall be deemed a "Notice to Proceed" for the VILLAGE to commence work on the PROJECT.
- B. **Schedule.** Construction of the PROJECT must be completed within 18 months from the Effective Date of this AGREEMENT, as defined in Section IX (I) below.
- C. **Inactivity.** This AGREEMENT and the covenants contained herein shall become null and void in the event that the construction contract for the PROJECT is not awarded within one year subsequent to the Effective Date of this AGREEMENT, as defined in Section IX (I) below.
- D. **Suspension or Early Termination.** Subject to Section VIII below, the VILLAGE agrees that, if the COUNTY determines that the VILLAGE has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant PROJECT milestones or objectives, or is in default under any of the provisions of this AGREEMENT, whether due to failure or inability to perform or any other cause whatsoever, the COUNTY, after written notification to the VILLAGE of said non-compliance or default and failure by the VILLAGE to correct said violations within 60 calendar days, may:
1. suspend or terminate this AGREEMENT in whole or in part by written notice, and/or:
 2. demand refund of any funds disbursed to the VILLAGE;
 3. deduct any refunds or repayments from any funds obligated to, but not expended by the VILLAGE, whether from this or any other project;
 4. temporarily withhold cash payments pending correction of deficiencies by the VILLAGE or more severe enforcement action by the COUNTY;
 5. disallow all or part of the cost of the activity or action not in compliance;

6. take other remedies legally available; or

7. take appropriate legal action.

E. **Termination.** This AGREEMENT terminates upon completion of the PROJECT and final reimbursement by the COUNTY, or December 31, 2022, whichever date is earlier.

F. **Extensions.** The Superintendent of the DEPARTMENT or his or her designee(s) may extend in writing any deadline(s) imposed by this section, including, but not limited to, the termination date of the AGREEMENT.

V. FINANCIAL

A. **Cost Estimate.** The total estimated cost of construction and Phase III engineering services for the PROJECT is \$500,500.

B. **Village Cost Participation.** The VILLAGE agrees to pay all actual construction and Phase III engineering costs for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated.

C. **County Cost Participation.** The COUNTY agrees to reimburse the VILLAGE for 50% of actual construction and Phase III engineering costs for the PROJECT (the "COUNTY'S SHARE"), up to a total maximum contribution of \$250,250 (the "MAXIMUM CONTRIBUTION").

D. **Initial Payment.** The COUNTY agrees that upon award of the construction contract for the PROJECT and receipt of an invoice from the VILLAGE, the COUNTY will make an initial payment to the VILLAGE in the amount of \$125,125. This amount represents 50% of the COUNTY'S MAXIMUM CONTRIBUTION under this AGREEMENT.

E. **Second Payment.** The COUNTY agrees that upon completion of 70% of the construction contract and receipt of an invoice from the VILLAGE, the COUNTY will make a second payment to the VILLAGE in the amount of \$62,562.50. This amount and the initial payment to the VILLAGE represent 75% of the COUNTY'S MAXIMUM CONTRIBUTION under this AGREEMENT.

- F. **Final Reimbursement.** The COUNTY agrees that upon completion of construction and receipt of an invoice from the VILLAGE, the COUNTY will make a final payment to the VILLAGE for the balance of the COUNTY'S SHARE under this AGREEMENT. The amount of the final payment will be based on the actual construction and Phase III engineering costs for the PROJECT and will reflect the COUNTY's prior payments to the VILLAGE. In the event that the prior payments made to the VILLAGE by the COUNTY exceed the COUNTY'S SHARE under this AGREEMENT, the COUNTY may require the VILLAGE to return any or all excess funds.
- G. **Final Reimbursement Documentation.** In order to receive final reimbursement from the COUNTY, the VILLAGE must submit the following documentation along with the final invoice:
1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Construction, including the name of the PROJECT and its associated section number;
 2. a copy of all cancelled check(s) paid to the consultant(s) and/or contractor(s) (or a copy of the associated bank ledgers reflecting the payment(s)), or a letter(s) from the consultant(s) and/or contractor(s) confirming payment was received for the service(s) rendered; and
 3. a copy of all associated invoice(s) submitted to the VILLAGE by the consultant(s) and/or contractor(s) for the service(s) rendered.
- H. **Insufficient Documentation.** If the documentation submitted by the VILLAGE for final reimbursement is reasonably deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients, and uses of all funds invoiced pursuant to this AGREEMENT.
- I. **Ineligible Expenditures.** It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the VILLAGE for any expenditures that are:
1. contrary to the provisions of this AGREEMENT;

2. not directly related to carrying out construction or Phase III engineering services for the PROJECT;
 3. not paid by the VILLAGE or its consultant(s) and/or contractor(s);
 4. of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
 5. incurred without the consent of the COUNTY after written notice of suspension or termination of any or all of the COUNTY's obligations under Section IV (D) of this AGREEMENT; and
 6. in excess of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- J. **Supplemental or Substitute Work.** Either PARTY may request, after the construction contract is awarded by the VILLAGE, that supplemental or costlier substitute work be added to the contract's scope of work. The VILLAGE will cause said supplemental or substitute work to be added to the contract, provided that said work will not unreasonably delay the PROJECT schedule. Whichever PARTY requested or caused said supplemental or costlier substitute work shall pay for the cost increases of said work in full.
- K. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT A.

VI. REPORTING

- A. **Quarterly Performance Reports.** The VILLAGE must submit quarterly performance reports to the COUNTY no later than 30 days after the reporting period as determined by the COUNTY. Quarterly performance reports must include the following information:
1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Strategic Planning and Policy, including the name of the PROJECT and its associated section number;

2. an estimate of the percentage of construction work completed for the PROJECT;
 3. a statement indicating whether construction of the PROJECT is on, behind or ahead of schedule;
 4. a record of construction activities and expenditures to date and for the current reporting period;
 5. a forecast of quarterly construction activities and expenditures for the remainder of the PROJECT;
 6. any significant changes to the PROJECT schedule.
- B. **Extensions.** The VILLAGE may request to extend the due date of any quarterly performance report and the COUNTY will reasonably consider any such requests.
- C. **Use of Reports.** The COUNTY will use quarterly performance reports to compare the rate of the VILLAGE's actual expenditures to the planned amounts in the approved PROJECT budget (EXHIBIT A) and to track construction activities against the approved milestones in the PROJECT schedule, which is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT B.
- D. **Final Performance Report.** The VILLAGE must submit a final performance report with its request for final reimbursement. The final report should describe cumulative construction activities, including a complete description of the VILLAGE's achievements with respect to the PROJECT's objectives and milestones. The COUNTY will not issue final reimbursement until the final report is submitted.
- E. **Report Format.** The VILLAGE shall use whatever forms or documents are required for use by the COUNTY in submitting the quarterly and final performance reports.
- F. **Failure to Report.** The VILLAGE understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.

- G. **Submittals.** All quarterly and final performance reports, and any requests for extension, shall be directed to the DEPARTMENT's Bureau Chief of Strategic Planning and Policy by electronic mail delivery at maria.chocaurban@cookcountyl.gov.

VII. DISPUTE RESOLUTION

- A. **Negotiation.** If a dispute arises between the COUNTY and the VILLAGE concerning this AGREEMENT, the PARTIES will first attempt to resolve the dispute by negotiation. Each PARTY will designate persons to negotiate on their behalf. The PARTY contending that a dispute exists must specifically identify in writing all issues and present it to the other PARTY. The PARTIES will meet and negotiate in good faith in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, signed by the PARTIES, which will be binding upon the PARTIES. If necessary, the PARTIES will execute an addendum to this AGREEMENT. Each PARTY will bear its own costs, including attorneys' fees, incurred in all proceedings in this section. If the PARTIES do not resolve the dispute through negotiation, either PARTY may pursue other remedies under Section VII (B) below to enforce the provisions of this AGREEMENT.
- B. **Remedies.** In any action with respect to this AGREEMENT, the PARTIES are free to pursue any legal remedies at law or in equity. Each and every one of the rights, remedies, and benefits provided by this AGREEMENT shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law. Each PARTY will bear its own costs, expenses, experts' fees, and attorneys' fees, incurred in all litigation arising under this AGREEMENT.
- C. **Venue and Applicable Law.** All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purpose of any litigation relative to this AGREEMENT and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.

VIII. FORCE MAJEURE

- A. **Excuse from Performance.** Neither PARTY will be liable in damages to the other PARTY for delay in performance of, or failure to perform its obligations under this AGREEMENT, if such delay or failure is caused by a Force Majeure Event as defined in Section VIII (B) below. If a PARTY cannot perform under this AGREEMENT due to the occurrence of a Force Majeure Event, then the time period for performance of the PARTY under this AGREEMENT shall be extended by the duration of the Force Majeure Event.
- B. **Force Majeure Event.** A "Force Majeure Event" means an event not the fault of, and beyond the control of the PARTY claiming excuse, which makes it impossible or extremely impracticable for such PARTY to perform the obligations imposed on it by this AGREEMENT, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include, but are not limited to:
1. an "Act of God," such as an earthquake, flood, fire, Lake Michigan seiche, tornado, earth movement, or similar catastrophic event;
 2. an act of terrorism, sabotage, civil disturbance or similar event;
 3. a strike, work stoppage, picketing, or similar concerted labor action; and
 4. an order or regulation issued by a federal or state regulatory agency after the Effective Date of this AGREEMENT, or a judgment or order entered by a federal or state court after the Effective Date of this AGREEMENT.
- C. **Economic and Financial Conditions.** A Force Majeure Event does not include a change in economic or market conditions or a change in the financial condition of either PARTY to this AGREEMENT.
- D. **Notice.** The PARTY claiming a Force Majeure Event excuse must deliver to the other PARTY a written notice of intent to claim excuse from performance under this AGREEMENT by reason of a Force Majeure Event. Notice required by this section must be given promptly in light of the circumstances. Such notice must describe the Force Majeure Event, the services impacted by the claimed event,

the length of time that the PARTY expects to be prevented from performing, and the steps that the PARTY intends to take to restore its ability to perform its obligations under this AGREEMENT.

IX. GENERAL CONDITIONS

- A. **Authority to Execute.** The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- C. **Compliance with Laws, Rules and Regulations.** The PARTIES shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this AGREEMENT.
- D. **Conflicts of Interest.** The VILLAGE understands and agrees that no director, officer, agent or employee of the VILLAGE may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.
- E. **Conflict with Exhibits.** In the event of a conflict between any Exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.
- F. **Counterparts.** This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

- G. **County Section Number.** The PROJECT is hereby designated as COUNTY section number 19-IICBP-05-BP. The VILLAGE shall include COUNTY section number 19-IICBP-05-BP on all PROJECT-related submittals, including, but not limited to, emails, correspondence and invoices.
- H. **Designation of Representatives.** Not later than 14 calendar days after the Effective Date of this AGREEMENT, as defined in Section IX (I) below, each PARTY shall designate in writing a full-time representative for the carrying out of the AGREEMENT. Each representative shall have the authority, on behalf of the respective PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.
- I. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT, which date shall be inserted on the first page of this AGREEMENT. This AGREEMENT shall become effective only in the event the corporate authorities of each PARTY approve this AGREEMENT.
- J. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written or oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which any of the PARTIES is relying upon in entering into this AGREEMENT.
- K. **Indemnification.** The VILLAGE shall indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses, and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgements, caused by the negligent acts, omissions or willful misconduct of the VILLAGE, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.

- L. **Modification.** This AGREEMENT may only be modified by a written instrument executed by the Superintendent of the DEPARTMENT and an authorized representative of the VILLAGE.
- M. **No Individual or Personal Liability.** The PARTIES agree that the actions taken in regard to and the representations made by each respective PARTY in this AGREEMENT and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any PARTY will incur personal liability in conjunction with this AGREEMENT.
- N. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to benefit any person, entity or municipality not a PARTY to this AGREEMENT, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this AGREEMENT. This AGREEMENT is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any PARTY hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the PARTIES hereto will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other PARTY hereto.
- O. **Notices.** Unless otherwise specified, all written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY: John Yonan, P.E.
 Superintendent
 Cook County Department of Transportation and Highways
 69 W. Washington Street, 24th Floor
 Chicago, IL 60602
 E-mail: john.yonan@cookcountyil.gov

To the VILLAGE: Raymond R. Rummel
 Village Manager
 Village of Elk Grove Village

901 Wellington Avenue
Elk Grove Village, IL 60007
E-mail: RRummel@elkgrove.org

- P. **Project Location.** A map showing the PROJECT limits is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT C.
- Q. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.
- R. **Records Maintenance.** The VILLAGE shall maintain during the term of this AGREEMENT and for a period of three years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules, if applicable.
- S. **Reviews and Audits.** The VILLAGE will give the COUNTY access to all books, accounts, records, reports, files, and other papers pertaining to the administration, receipt and use of COUNTY funds to necessitate any reviews or audits.
- T. **Section Headings.** The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- U. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

- V. **Timely Review and Approval.** Wherever in this AGREEMENT approval or review by either the COUNTY or the VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- W. **Waiver of Default.** The failure by the COUNTY or the VILLAGE to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or VILLAGE unless such provision is waived in writing.

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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY ELK GROVE VILLAGE:

Toni Preckwinkle
President
Cook County Board of Commissioners

Craig B. Johnson
Mayor

This ____ day of _____, 2019

This ____ day of _____, 2019

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

By: _____
Assistant State's Attorney

EXHIBIT A

Funding Breakdown

ITEM	TOTAL ESTIMATED COST	VILLAGE SHARE	COUNTY SHARE
Construction and Phase III Engineering	\$500,500	50%	50% (up to \$250,250)

EXHIBIT B

Schedule

August 2019 – Phase I/Phase II Concurrent Notice to Proceed

November 2019 – Phase I/Phase II Concurrent Completion

March 2020 – Obtain CCDOTH Permits

May 2020 – Target Letting

September 2020 – Construction Completed

EXHIBIT C

2019 Invest in Cook



Project Location

Village of Elk Grove Village
Biesterfeld Road Bike Path
Invest in Cook Application
Location Map
CIVILTECH
Not to Scale