



# AGENDA

## REGULAR VILLAGE BOARD MEETING

November 19, 2019

7:00 PM

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR BARBARA GORSKI, ELK GROVE PRESBYTERIAN CHURCH)

### 3. APPROVAL OF MINUTES OF OCTOBER 22, 2019

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

5. ACCOUNTS PAYABLE WARRANT: OCTOBER 31, 2019     \$2,128,628.21  
NOVEMBER 19, 2019     \$3,178,254.83

### 6. CONSENT AGENDA

- a. Consideration of a request from Queen of the Rosary Parish (750 Elk Grove Boulevard) to waive permit fees for a shed installation in the amount of \$25.

(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.)

- b. Consideration of a request from the Elk Grove Park District to waive permit fees for a fence replacement project at Fox Run Golf Links (333 Plum Grove Road) in the amount of \$571.

(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 the Northwest Mosquito Abatement District (70 Scott Street) to waive permit fees for roofing improvements in the amount of \$885.

(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 to award a professional service contract with Civiltech Engineering, Inc. of Itasca for design of the Village's Business Park Gateway Signs in the amount of \$60,431.75 from the Business Leader Forum Fund.

(Civiltech Engineering, Inc. submitted a proposal to provide professional design services for the replacement of five (5) gateway signs within the Business Park.

(These professional services include survey, finalizing the design of each gateway sign to utilize the existing foundations, preparation of final plans and contract bid documents, and permitting through the Illinois Department of Transportation.

(Adequate funds are available in the BLF Fund.

(The Director of Public Works recommends approval.)

- e. Consideration to increase the Green Fund to purchase new tree liners as previously approved at the October 8, 2019 meeting in the amount of \$75,000.

(On October 8, 2019, the Village Board authorized the execution of a Comprehensive Tree Harvesting Agreement with St. Aubin Nursey for the years 2021 through 2023.

(The agreement includes 500 trees in each year (2021, 2022, & 2023) for a total of 1,500 trees.

(In the Comprehensive Tree Harvesting Agreement, the Village agreed to pay \$50 per tree, to offset the purchase of liners (new trees) to be designated exclusively for the Village. This cost will pro/rata reduce the costs of trees for 2021, 2022 & 2023.

(I respectfully recommend that the Green Fund budget be increased by \$75,000 for the purchase of new tree liners by St Aubin Nursery.

(The Director of Public Works recommends approval.)

- f. Consideration to award a professional service contract to Civiltech Engineering, Inc. of Itasca, IL for a Phase I Study for the roadway improvements to Tonne Road in the amount of \$366,370 from the Business Leader Forum Fund.

(The Village requested a proposal from Civiltech Engineering, Inc. to provide a Phase I Study for the roadway improvements to Tonne Road.

(Civiltech Engineering submitted a proposal in the amount of \$366,370.

(The primary objective of the Phase I Engineering Study is to develop a conceptual improvement plan, which provides the desired level of traffic safety and operation, minimizes impacts to adjacent properties, and fulfills all of the requirements for Federal Highway Administration processing and project funding.

(Civiltech Engineering, Inc. has successfully completed design for numerous similar projects for the Village.

(Adequate funds are available in the BLF Funds.

(The Director of Public Works recommends approval.)

- g. Consideration to concur with the 2019 combined Village and Library property tax levy determination of \$31,010,014 less the proposed abatement of \$6,353,995 for a net levy \$24,656,019.

(This will be the 13th consecutive year that the Village Board is holding the line on property taxes. The Village tax levy will remain flat or zero increase.  
(The Library request is up \$189,446 from last year.  
(The Director of Finance recommends approval.)

- h. Consideration to award a professional service contract to Entertainment Management Group of Elk Grove Village, IL to manage and operate the 2020 Mid-Summer Classics Concert Series in an amount not to exceed \$480,000, of which \$50,000 will be reimbursed back to the Village by the Elk Grove Park District.

(As in years past, the Elk Grove Park District will be co-sponsoring the event, "Unity Within The Community," and sharing in the overall contract expenses with the Village. As such, the Park District will be reimbursing the Village \$50,000.

(The concert series is funded by the 1% Hotel/Motel Tax, Video Gaming revenue, Tobacco License fees, a \$50,000 donation by the Elk Grove Park District, and sponsorship donations.

(The twelfth annual Mid-Summer Classics Concert Series will be held during the month of July, with concerts taking place on Saturday, July 4, Tuesday, July 14, Tuesday, July 21, and Tuesday, July 28.)

- i. Consideration of the following:

- To authorize a professional services contract to Esscoe, Inc. of Lake Zurich, IL to provide and install video security equipment at the Municipal Building Complex and Public Works Fleet Garage in the amount of \$412,173 from the Capital Replacement and Water & Sewer Funds; and
- To increase the Capital Replacement Fund budget in the amount of \$53,333 and the Water & Sewer Fund budget in the amount of \$26,667 to cover the total cost of this request.

(This agenda item will enhance the security of Village assets by completing the video security camera project that began back in early 2018.

(The project includes several components, the most notable of which are the addition/replacement of 109 outdated, analog cameras at the Village Hall/Police Department, 18 new cameras at the Public Works Fleet Garage, and a significant upgrade to the video wall at the Police Department Information Desk.

(The project also includes all the electrical runs, file storage, and cabling required by these cameras, in addition to the programming required to interface all Village facilities with the alerting software that was previously approved by the Village Board.

(Given their role as a leader in the marketplace as well as their work on our previous video security projects, Esscoe, Inc of Lake Zurich, IL is the preferred vendor to implement the hardware and software required.

(The design and proposals provided by Esscoe reflects their many years of security experience, as well as their strong knowledge of our facilities and environment.

(The Police Chief and Director of Information Technology jointly recommend approval.)

- j. Consideration to approve the first quarter financial report ending July 31, 2019.

(As part of the new financial software system, staff has created quarterly financial reports comparing year to date numbers to the prior year.  
(The Director of Finance recommends approval.)

- k. Consideration of a request to hold a Public Hearing before the Plan Commission to consider the petition submitted by JH Truck and Trailer Repair, Inc. for a Special Use at 1463 Lunt Avenue.

(JH Truck and Trailer Repair, Inc. is seeking permission for a Special Use permit to operate an automotive repair facility at 1463 Louis Avenue.  
(A date for the Public Hearing has not been established.)

- l. Consideration of a request from School District 54 for sign variations for the installation of a new monument sign at Margaret Mead Junior High School located at 1765 Biesterfield Road.

(Variations are necessary 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.)

- m. Consideration to adopt Ordinance No. 3637 granting a variation of Section 3-7:D(3) of the zoning ordinance to permit the construction of a four foot (4') high fence extending approximately twenty two feet (22') beyond a line extended from the nearest front corner of the principal structure on the adjacent single-family residential lot for property located at 1666 Minnesota Drive, Elk Grove Village.

(This item was discussed at the October 22, 2019 Village Board Meeting and currently appears under Unfinished Business.)

- n. Consideration to adopt Ordinance No. 3638 amending Section 7E-4:A of the Zoning Ordinance of the Village by adding Automobile/Truck Fueling Stations as a Special Use in I-2 Industrial Districts, granting a Special Use Permit with certain conditions to permit an Automotive/Truck Fueling Station, and granting certain variations from the Zoning Ordinance (1900 Busse Road).

(This item was discussed at the October 22, 2019 Village Board Meeting and currently appears under Unfinished Business.)

- o. Consideration to adopt Ordinance No. 3639 amending Section 3-24-3 of the Village Code by making Licensed Truck Stop Establishments eligible for a video gaming license.

(This Ordinance adds a truck stop establishment as defined in Section 5 Definitions of the Illinois Video Gaming Act.  
(The truck stop establishment is not required to or entitled to the Liquor licenses enumerated in paragraph B and C of said Section.)

p. Consideration of the following:

- To award a professional services contract to Civiltech Engineering of Itasca, IL for Desing Engineering for the Brickvale Drive Culvert Improvement over Willow Creek in the amount of \$84,837.50 from the Business Leader Forum Fund; and
- To adopt Resolution No. 64-19 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 design engineering for the Brickvale Drive Culvert Improvement over Willow Creek.

(The Village has secured funding in the amount of \$67,870 through the Surface Transportation Bridge Program (STR-BR) for design engineering for replacement of the culvert located at Brickvale Drive.

(A Joint Agreement for design engineering for the Brickvale Drive Culvert Improvement over Willow Creek needs to be executed by and between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village.

(A proposal was obtained from Civiltech Engineering, Inc. to provide design engineering services.

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

(The Director of Public Works recommends approval.)

q. Consideration to adopt Resolution No. 65-19 authorizing the Mayor and Village Clerk to execute an Intergovernmental Agreement between the Village of Elk Grove Village and the Elk Grove Park District for Transfer of Real Estate (Udall Park).

(The Village owns real estate located at the Rotary Green and the Park District owns real estate identified as Udall Park.

(Parties desire that a portion of said Park District Property be conveyed to the Village in consideration of the Village extending its parking lot on the Village Property to benefit the Park District's use of adjacent property, which property is used for public purposes.)

## **7. REGULAR AGENDA**

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

- a. PC Docket 19-12 - Public Hearing to consider a petition to resubdivide and rezone the property from I-1 Restricted Industrial District to B-2 Business District (General Business) for a mixed-use development consisting of two hotels and one retail/restaurant on the property located at 1600 E. Oakton Street. (PH 12-02-19)
- b. PC Docket 19-13 - Public Hearing to consider a petition for rezoning from B-3 Business District (Automotive) to I-1 Restricted Industrial District for the property located at 228 E. Devon Avenue. (PH 12-02-19)
- c. PC Docket 19-14 - Public Hearing to consider text amendments pertaining to principal buildings and accessory structures; and conditional uses in the B-3 (Automotive) Zoning District. (PH 12-02-19)

- 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
  - b. Petition for Resubdivision for 901 Chase Avenue from three (3) lots to one (1) lot.
- 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 granting a fence variation for property located at 1666 Minnesota Drive.
- b. Village Attorney - Direct the Village Attorney to prepare the necessary documents for property located at 1900 Busse 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(3) OF THE ZONING ORDINANCE TO PERMIT THE CONSTRUCTION OF A FOUR FOOT (4') HIGH FENCE EXTENDING APPROXIMATELY TWENTY-TWO FEET (22') BEYOND A LINE EXTENDED FROM THE NEAREST FRONT CORNER OF THE PRINCIPAL STRUCTURE ON THE ADJACENT SINGLE-FAMILY RESIDENTIAL LOT FOR PROPERTY LOCATED AT 1666 MINNESOTA DRIVE, ELK GROVE VILLAGE \_\_\_\_\_**

**WHEREAS**, the Zoning Board of Appeals of the Village of Elk Grove Village, at a public hearing duly called and held according to law, considered the question of granting a variation of Section 3-7:D(3) of the Zoning Ordinance to permit the construction of a four foot (4') high PVC white picket fence extending approximately twenty two feet (22') beyond a line extended from the nearest front corner of the principal structure located on an adjacent single-family residential lot for property located at 1666 Minnesota Drive, 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(3) of the Zoning Ordinance to permit a four foot (4') high PVC white picket fence extending approximately twenty-two feet (22') beyond a line extended from the nearest front corner of the principal structure located on an adjacent single-family residential lot for property located at 1666 Minnesota Drive, Elk Grove Village; and

**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 AMENDING SECTION 7E-4:A OF THE ZONING ORDINANCE OF THE VILLAGE BY ADDING AUTOMOBILE/TRUCK FUELING STATIONS AS A SPECIAL USE IN I-2 INDUSTRIAL DISTRICTS, GRANTING A SPECIAL USE PERMIT WITH CERTAIN CONDITIONS TO PERMIT AN AUTOMOTIVE/TRUCK FUELING STATION, AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE (1900 BUSSE ROAD)**

---

**WHEREAS**, the Plan Commission of the Village of Elk Grove Village, at a Public Hearing duly called and held according to law, considered the question of approving a Text Amendment to the Zoning Ordinance of the Village by adding Automobile/truck fueling stations as a Special Use in I-2 Industrial Districts; and

**WHEREAS**, at that same Public Hearing, the Plan Commission of the Village of Elk Grove Village also considered the petition of Love's Travel Stops and Country Stores for a Special Use Permit to operate an automotive/truck fueling station on property located at 1900 Busse Road in the I-2 Industrial District and for certain variations from the Zoning Ordinance; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Elk Grove Village, after having considered the recommendation and finding of said Plan Commission, find and believe it to be in the best interest of the Village that the proposed Text Amendment be added to the Zoning Ordinance as hereinafter set forth; and that the Special Use and variations from the Zoning Ordinance be granted.

**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 Section 7-E-4:A Special Uses: be amended by adding thereto "Automobile/truck fueling stations" as a permitted special use in the I-2 Industrial District.

**Section 2:** That there is hereby granted a Special Use Permit to Love's Travel Stops and Country Stores to permit the operation of an automotive/truck fueling station on property located at 1900 Busse 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 CESO, Inc. dated 10/4/2019;
  - b. Landscape Plan prepared by CESO, Inc. dated 9/06/2019; and

- c. Elevations prepared by Pascal Aughtry & Associates, PC, dated 10/02/2019.
- 2. That this Special Use Permit is only valid for Love's Travel Stops and Country Stores at 1900 Busse Road and expires at the time that Love's Travel Stops and country Stores is no longer located at the subject property.

**Section 3:** 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:

- a. A variation of Section 3-7:E(3) of the Zoning Ordinance to permit truck parking within the twenty-five foot (25') front yard setback as shown in site plan dated 10/4/2019.
- b. A variation of Section 4-3-1 of the Zoning Ordinance to reduce the number of required automobile parking spaces from 35 to 26 spaces.
- c. A variation of Section 7E-9:A of the Zoning Ordinance to permit the installation of fence(s) within the front yard as shown in the site plan dated 10/4/2019.

**Section 4:** 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 AMENDING SECTION 3-24-3 OF THE VILLAGE CODE BY  
MAKING LICENSED TRUCK STOP ESTABLISHMENTS ELIGIBLE FOR A VIDEO  
GAMING LICENSE**

---

**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 Section 3-24-3 License Required: of Chapter 24 Video Gaming of the Village Code be amended by adding thereto the following:

- D. A valid license for a truck stop establishment as defined in Section 5 Definitions of the Illinois Video Gaming Act. The truck stop establishment is not required to or entitled to the Liquor licenses enumerated in paragraph B and C above.

**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**

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

**A RESOLUTION APPROPRIATING FUNDS IN THE AMOUNT OF \$84,838 FOR THE DESIGN ENGINEERING FOR THE BRICKVALE DRIVE CULVERT IMPROVEMENT OVER WILLOW CREEK LOCAL MATCH AND AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

---

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

**Section 1:** That the Mayor be and is hereby authorized to sign the attached document marked "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 Elk Grove Village authorized eighty four thousand eight hundred thirty eight dollars (\$84,838) or as much may be needed to match federal funds in the completion of MFT Section Number 15-00061-00-BR.

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

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

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

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

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

**APPROVED:**

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

**ATTEST:**

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

AppropriateBrickvaleDr



**Illinois Department  
of Transportation**

**Local Public Agency Agreement  
for Federal Participation**

Local Public Agency Village of Elk Grove Village	State Contract	Day Labor	Local Contract X	RR Force Account
Section 15-00061-00-BR	Fund Type STP-BR Off		ITEP, SRTS, or HSIP Number(s)	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-007-16	K4TG(433)		

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 constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Local Name Brickvale Drive Route MUN 1210 Length 0.01 mi

Termini At Willow Creek

Current Jurisdiction LPA TIP Number 03-15-0006 Existing Structure No 022-7470

**Project Description**

Phase II engineering services for the Brickvale Drive culvert improvements, including box culvert, roadway, and drainage design, preparation of contract documents, permit applications, special provisions, and estimates. Services will also include Preliminary Site Investigation and CCDD services.

**Division of Cost**

Type of Work	STP-Br	%	%	LPA	%	Total
Participating Construction		( )	( )		( )	
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering	67,870	( * )	( )	16,968	( BAL )	84,838
Construction Engineering		( )	( )		( )	
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
TOTAL	\$ 67,870			\$ 16,968		\$ 84,838

\* Maximum FHWA (STP-Br) participation 80% not to exceed \$67,870

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

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 (required for State-let contracts only)

**Method of Financing (State Contract Work Only)**

METHOD A---Lump Sum (80% of LPA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
 METHOD C---LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### 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**, and 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 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, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and 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 a presumption in favor of the **STATE** for the 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) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to 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) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - 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, and 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 - 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 adjusted 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 **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt 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.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual 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 the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. 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 on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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;
  - 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
  - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (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**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- 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;
  - 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;
  - The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) 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 which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

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 this phase of the improvement or from the date of the previous invoice, which ever 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.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve 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 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.
- (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. **LPAs** 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 Finance and Administration, Audit Coordination Section, 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.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), 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/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the 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 Payment Estimates in accordance with the Division of Cost on page one.
- (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 the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for



enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.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, obligations 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 that Act exempt its application.

### ADDENDA

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

Number 1 - Location Map.      Number 2 - GATA Reporting

(Insert Addendum numbers and titles as applicable)

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

Craig B. Johnson

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6009201 conducting business as a Governmental Entity.

DUNS Number 072316581

#### APPROVED

State of Illinois  
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

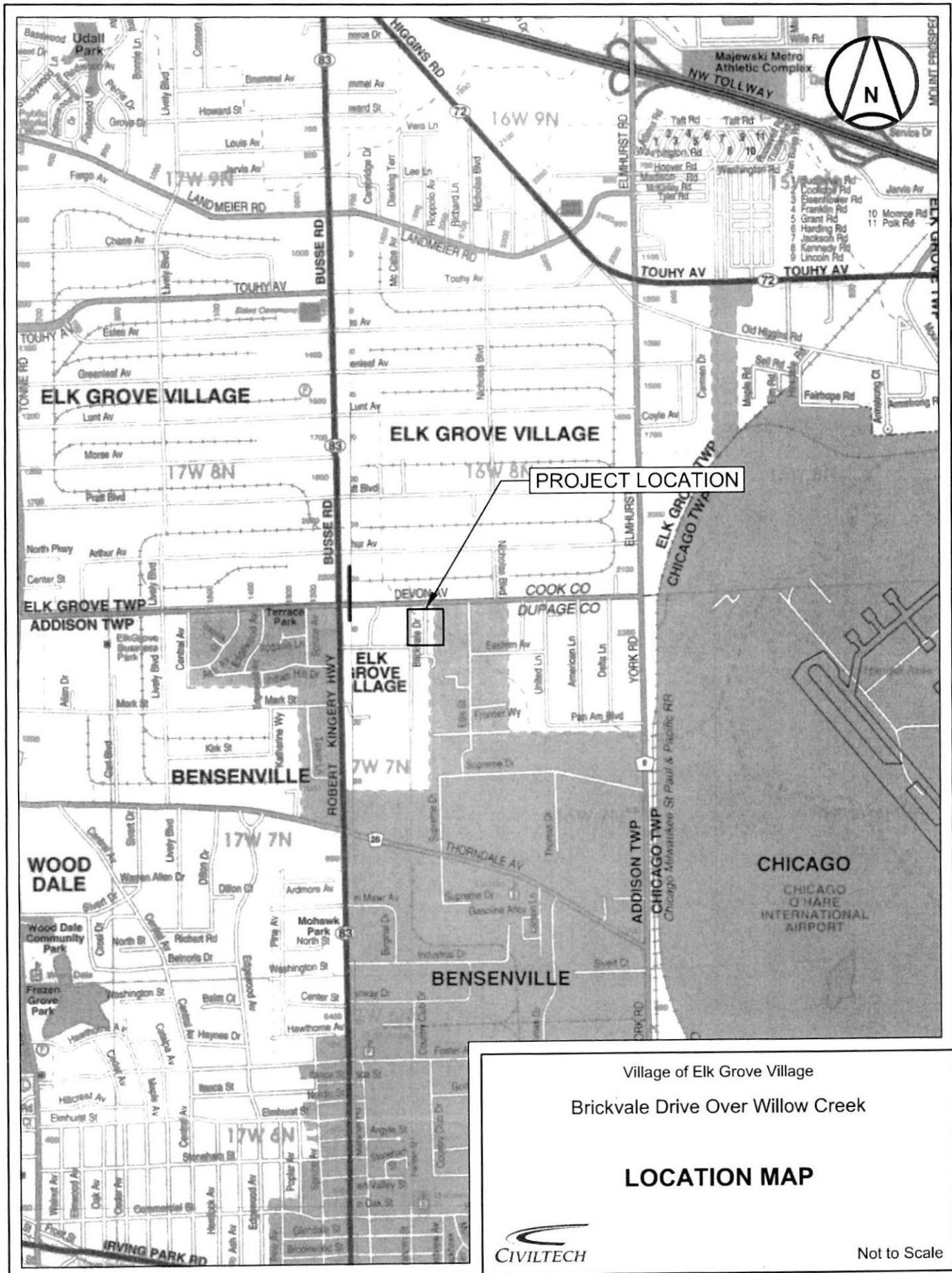
Philip C. Kaufmann, Chief Counsel

Date

Jeff Heck, 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.



PROJECT LOCATION

Village of Elk Grove Village  
 Brickvale Drive Over Willow Creek

**LOCATION MAP**



Not to Scale

## Addendum 2

### Grant Accountability and Transparency Act (GATA)

#### **Required Uniform Reporting**

The Grant Accountability and Transparency Act (30 ILCS 708), 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).

**PLEASE 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> )

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

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS AND THE ELK GROVE PARK DISTRICT FOR TRANSFER OF REAL ESTATE (UDALL PARK)**

---

**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  
BY AND BETWEEN THE  
VILLAGE OF ELK GROVE VILLAGE, ILLINOIS AND  
THE ELK GROVE PARK DISTRICT FOR TRANSFER OF REAL ESTATE**

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 BY AND BETWEEN  
THE VILLAGE OF ELK GROVE, ILLINOIS AND  
THE ELK GROVE PARK DISTRICT FOR TRANSFER OF REAL ESTATE

This Intergovernmental Agreement (this "Agreement") entered into this 19<sup>th</sup> day of November, 2019, by and between the Village of Elk Grove, Illinois, a municipal corporation ("Village") and the Elk Grove Park District, a municipal corporation (Park District) (collectively referred to as the "Parties").

PREAMBLES:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract or otherwise associate among themselves to share services and to exercise, combine or transfer any power or function in any manner not otherwise prohibited by law; and,

WHEREAS, the Village is a home rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 with the authority to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides, in part, that any power, privilege, function or authority exercised or which may be exercised by a public agency of the State of Illinois may be exercised, combined, transferred and enjoyed jointly with any other public agency or any other state of the United States to the extent not specifically or expressly prohibited by law; and

WHEREAS, the Village owns real estate located at the Rotary Green in Elk Grove Village, (legally described in Exhibit A and hereinafter described as "Village Property"); and

WHEREAS, the Park District owns real estate identified as Udall Park in, Elk Grove Village, (legally described in Exhibit B and hereinafter described as "Park District Property"); and

WHEREAS, the Parties desire that a portion of the said Park District Property be conveyed to the Village in consideration of the Village extending its parking lot on the Village Property to benefit the Park District's use of adjacent property, which property is used for public purposes; and

WHEREAS, this Intergovernmental Agreement has been authorized by a resolution approved by a vote of 2/3 of the members of the Village's and Park District's Corporate Authorities.

NOW THEREFORE, in consideration of the promises and the mutual covenants, conditions and agreements hereinafter set forth, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. The foregoing Preambles are hereby incorporated into this Intergovernmental Agreement as if fully restated in this section.

Section 2. The Park District declares it is necessary or convenient for it to have access to and use the extended parking lot to be built on the Village Property.

Section 3. The Village declares it is necessary or convenient for it to use, occupy or improve a portion of the Park District Property for public purposes, or cause the use, occupancy or improvement of the Park District Property for public purposes.

Section 4. The Park District President is hereby authorized to sign an instrument of conveyance, attested to by the Park District Secretary and sealed with the Park District seal conveying the designated portion of Park District Property to the Village subject to the terms hereof and further subject to compliance with the Local Government Property

Transfer Act. The designated portion shall be approximately a 3600 square foot area plus an access easement to said area, to be located in an area mutually agreed upon by the parties.

Section 5. The Park District will provide the Village with title insurance at the Village's expense, issued by Chicago Title Insurance Company (the "Title Company"), insuring title to the property to be conveyed in an amount of ten thousand dollars (\$10,000.00) (the "Village Title Policy"). The conveyance to the Village as contemplated herein will be via a Special Warranty Deed, and will be subject to those Schedule B exceptions set forth in the Title Commitment and those matters shown on the survey of the property, which survey shall be ordered by and paid for by the Village. If a new or revised survey is required in order to obtain extended coverage for the Village Title Policy, then the Village will be responsible for providing the same (to the extent the Village desires extended coverage). The base premium for the Village Title Policy and any endorsement thereto will be paid by the Village.

Section 6. The Closing of this transaction contemplated by this Agreement shall occur, to the extent possible, within sixty (60) days after the date of this Agreement. The Closing will be done through an escrow with the Title Company, the cost of such escrow as well as applicable recording fees shall be paid by the Village.

Section 7. The Village agrees to increase the size of its parking lot at the Rotary Green to provide approximately forty-six (46) additional parking spaces, which increase provides substantial benefit to the Park District for Park District facilities located adjacent to or in close proximity to said parking lot. The Park District will pay one hundred thousand dollars (\$100,000.00) of the cost of the parking lot construction with the Village providing payment for the balance of all of the construction costs.

Section 8. This Agreement contains all of the terms and conditions agreed upon by the Parties hereto.

Section 9. This Agreement cannot be amended or terminated except by written instrument signed by all the Parties hereto.

Section 10. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

Village of Elk Grove, a municipal corporation

BY: \_\_\_\_\_

Mayor

*Attest:*

Village Clerk

Elk Grove Park District, a municipal corporation

BY: \_\_\_\_\_

President

*Attest:*

Secretary