Public participation is invited on each agenda item prior to the Board's deliberation. **When called upon, please approach the microphone and state your name and the address where you live. Kindly limit your remarks to three (3) minutes.**

VILLAGE OF VILLA PARK
Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

April 26, 2021 **7:00 PM**

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky
Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

1. Call to Order - Roll Call

2. Pledge of Allegiance

3. Public Comments on Agenda Items

4. Amendments to the Agenda

5. Proclamations

5.a Environmental Concerns Commission will be presenting the 2020 Green Champion Award to Ken Jacobson

5.b Proclamation to Designate April 30th As "National Therapy Animal Day"
Therapy Dogs - Proclamation.docx

6. Consent Agenda

6.a Minutes from the Board Meeting Held on April 12, 2021
Minutes Apr 12, 2021.docx

6.b Bill Listings for the Weeks of April 12th, 2021 and April 26, 2021 in the amount of $393,313.67
2021-0412 CY21 Weekly Chk Report.pdf
2021-0419 CY21 Weekly Chk Report.pdf

7. First Reading on Ordinances to be Codified

7.a Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Village Code Creating the Position of Assistant Village Manager

The Village wishes to consider creating the position of Assistant Village Manager.

In light of pending staffing changes, there is an opportunity to assemble certain job tasks/functions under one individual and create the position of Assistant Village Manager. This position would report to the Village Manager and support the Village Manager in their absence. Attached is a brief job description for this position. The costs for this position are budgeted within Finance Salaries and Wages fund account number 10.513.00.101
ORD - Assistant Mgr.docx
Assistant Village Manager Job Description...4.9.2021.docx

8. Second Reading on Ordinances to be Codified

8.a An Ordinance of the Village of Villa Park Amending Water and Wastewater Rates and Charges

Stanley Consultants was selected to perform a water and wastewater rate study for the Village at the October 12, 2020 Board Meeting. The focus of the study was to analyze the fees charged in both water and wastewater utilities to ensure that the Village will have enough revenue to fund the daily operations and the planned capital improvements that are identified in the Village's Capital Improvement plan. The rate study projected expenses for both water and wastewater utilities for the next five years including the anticipated cost for low-interest loans for capital projects. Overall the recommendation was to raise rates for water usage, water customer charge, sewer usage, wastewater customer charges, combination sewer charges, and the backflow prevention devices (RPZ) program fee.

The proposed rates will increase the monthly cost for Villa Park residents. The proposal will increase the monthly cost for water by approximately $0.75 a month for an average family and $0.70 a month for wastewater charges. In reviewing neighboring communities, the proposed water rate will be slightly higher than the average rate for neighboring communities in 2021 by $0.72 a month but the wastewater rate is lower than the average rate by $3.83. It should be noted that the wastewater rate does not include SCSD treatment charges.

These are proposed rates and the Village Board may elect alternate rates. Any reduction in rates will have a direct impact on the completion of the capital plan as there will not be sufficient funding for all planned future projects or repayment of low-interest loans. This will further delay improvements or projects will have to be removed from the capital plan at the Board's discretion.

Memo - Amending Water and Wastewater Rates and Charges.docx
ORD - Amending Water and Sewer Rates 2021.docx.docx

8.b An Ordinance of the Village of Villa Park, DuPage County, Illinois Amending the Villa Park Municipal Code Relating to Immobilization of Motor Vehicles and Fines for Immobilization

The Police Department has identified approximately twenty-six vehicle owners with multiple unpaid parking tickets. Attempts to collect unpaid parking fines through notices, adjudication and collections have been ignored. The top five offenders owe the Village a cumulative total of $59,062.50.

Staff consulted with the Village's Attorney and Adjudication Hearing Officer to provide guidance that would be used to create a more understandable and enforceable vehicle immobilization code. Attached is a copy of the Village's existing code containing highlighted text illustrating the proposed revisions. Staff recommends approval of this ordinance.
Memo-Immoblization Fines Ordinance Clean Up 4.6.21.docx
Immobilization_Ordinance_2021.docx
Villa Park Current Code proposed changes marked.docx

8.c An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Village Code Regarding Persons Eligible To Hold a Liquor License

The Village Board is considering modifying Section 3-309 of Chapter 3, Article III of the Villa Park Municipal Code so that Village code is similar to the requirements of the Illinois Liquor Control Act of 1934. This ordinance will allow certain elected officials under certain conditions to hold a liquor license.
ORD - Eligibility for Liquor License.docx

9. Ordinances

9.a Ordinance of the Village of Villa Park, DuPage County, Illinois, Establishing Temporary Executive Powers Pursuant to Chapter 8, Article III, Sections 8-301 - 308 of the Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code, and 20 ILCS 3305-11 of the Illinois Emergency Management Act

It is the policy of the Village of Villa Park that the Village be prepared to address any emergency. Therefore, in response to the significant outbreak of the Coronavirus (COVID-19) in the United States, pursuant to Chapter 8, Article III Sections 8-301 – 8-308 of the Village of Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code, and 20 ILCS 3305-11 of the Illinois Emergency Management Agency Act, it is necessary and appropriate to authorize the Village President to exercise extraordinary power and authority, by executive order, during this state of disaster/emergency to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

This ordinance extends the Temporary Executive Powers contained in Ordinance 4214, approved by the Village Board on April 12, 2021, until such time that the Village Board can reconvene in an open meeting.
ORD_-_Exec_Powers_-_COVID-19.docx

10. Resolutions

10.a Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with John Neri Construction Co., Inc., of Addison, Illinois, for Construction of the Third Avenue Improvement Project (Holly Court to Division Street) in an Amount Not to Exceed $948,907.95

The Third Avenue Improvement Project (Holly Court to Division Street) scope of

work includes new storm sewer to achieve combined sewer separation, sanitary sewer lining, some sidewalk removal and curb replacement, parkway restoration, and other related and incidental work efforts. The project was advertised for bids on February 19th, 2021 and bids were opened on March 16, 2021. The project received substantial interest and received nine bids for the construction of the project. John Neri Construction Co., Inc., of Addison, Illinois submitted the lowest bid. This project will receive a $400,000 reimbursement through DuPage County's Community Development Block Grant program. Costs for this project have been budgeted in the Street Improvement Water Supply, Wastewater (Operations), and Wastewater (Sewer Separation) fund accounts. Staff recommends awarding the construction contract to John Neri Construction Co., Inc., in an amount not to exceed $948,907.95.
MEMO - Third Ave (Holly to Division) Contract Award
RESO - Third Ave (Holly to Division) Contract Award.docx
Third Ave (Holly to Division) Bid Tabulation
Third Ave (Holly to Division) CIP Listing

10.b Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Edwin Hancock Engineering Co., of Westchester, Illinois, for Phase III Construction Engineering of the Third Avenue Improvement Project (Holly Court to Division Street) in an Amount Not to Exceed $101,671.50

The Third Avenue Improvement Project (Holly Court to Division Street) was advertised for bids on February 19, 2021, and bids were opened on March 16, 2021. The scope of work includes new storm sewer to achieve combined sewer separation, sanitary sewer lining, some sidewalk removal and curb replacement, parkway restoration, and other related and incidental work efforts. This resolution will approve a contract with Edwin Hancock Engineering Co., of Westchester, Illinois for phase III construction engineering which includes pre-construction coordination, shop drawing review, construction observation and documentation, survey verification, inspection of traffic control and erosion control, measurement and computation of pay items, preparation of pay estimates, and preparation of record drawings. Staff recommends approval of this engineering services agreement in an amount not to exceed $101,671.50. Funding for this agreement will be taken from Street Improvement (Non Referendum), Water Supply, Wastewater (Sewer Separation) and Wastewater (Operations).
MEMO - Third (Holly to Division) Phase III Agreement
RESO - Third (Holly to Division) Phase III Agreement.docx
Third (Holly to Division) CIP Listing
Third (Holly to Division) Phase III Agreement Proposal

10.c Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of an Inter-Governmental Grant Agreement with the State of Illinois Department of Commerce and Economic Opportunity (DCEO) for Grant Funding for the Construction of the Michigan Avenue Improvement Project

The 2019 State of Illinois Capital Bill included an appropriation in the amount of $550,000 to the Village of Villa Park for road improvements. Staff submitted an application to use this grant funding for the construction of the Michigan Avenue

Improvement Project. After reviewing and processing the application, the DCEO has now formally awarded the grant funding to the Village. An agreement between the Village and the DCEO is necessary in order to formally accept the grant award and receive the funding.
MEMO - Michigan DCEO Grant Agreement
RESO - Michigan DCEO Grant Agreement
Michigan DCEO Grant Agreement Proposed

10.d Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of an Inter-Governmental Grant Agreement with the State of Illinois Department of Commerce and Economic Opportunity (DCEO) for Grant Funding for the Construction of the Plymouth Street Improvement Project

The 2019 State of Illinois Capital Bill included an appropriation in the amount of $733,500 to the Village of Villa Park for the Plymouth Street Improvement Project. Staff submitted an application for the funding to the DCEO in July 2020. After reviewing and processing the application, the DCEO has now formally awarded the grant funding to the Village. An agreement between the Village and the DCEO is necessary in order to formally accept the grant award and receive the funding.
MEMO - Plymouth DCEO Grant Agreement
RESO - Plymouth DCEO Grant Agreement
Plymouth DCEO Grant Agreement Proposed

10.e Resolution of the Village of Villa Park, DuPage County, Illinois, Designating Freedom of Information Officers

The Village has appointed two individuals as Freedom of Information Officers in order to meet the requirements of Public Act 096-542. In light of recent staffing changes, it is recommended that Amy Raffel, Confidential Executive Assistant to the Village Manager, be appointed to the second position. The other position is occupied by Janet Gorman, Human Resource Manager.
RESO- Designation Freedo of Info Officers.doc

10.f Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Village Manager's Employment Contract
Resolution VM Contract 2021.docx
May 1, 2021 MGR Keehner Empolyment Contract.doc

11. Public Comments on Non-Agenda Items

12. Village Clerk's Report

13. Village Trustees' Report

14. Village President's Report

15. Village Manager's Report

16. Executive Session

16.a Pursuant to the General Provisions of the Open Meetings Act:

a. 5ILCS 120/2 (c) (1) Personnel Matters
b. 5ILCS 120/2 (c) (2) Collective Bargaining Matters
c. 5ILCS 120/2 (c) (5) Purchase or Lease of Property
d. 5ILCS 120/2 (c) (6) Sale or Lease of Property
e. 5ILCS 120/2 (c) (11) Pending Litigation
f. 5ILCS 120/2 (c) (21) Discussion of Closed Session Minutes

4.26.21 Executive Session Agenda.docx

17. Successor Labor Agreement between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council

17.a Motion to Approve a Successor Labor Agreement between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council Effective May 1, 2021 through April 30, 2022

Collective Bargaining Agreement - FOP.pdf

18. Adjournment

The Villa Park Village Hall is subject to the requirements of the Americans with Disabilities Act of 1990. An elevator is operational at the north side entrance to the Village Hall during normal work hours and also during evenings. Individuals with special needs are requested to contact the Village's Compliance Officer at (630) 834-8500 so that reasonable accommodations can be made for those persons.

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Admin Asst
Submitting Department: Environmental Concerns Commission
Item Type: Proclamations
Agenda Section: Proclamations

Subject:
Environmental Concerns Commission will be presenting the 2020 Green Champion Award to Ken Jacobson

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Proclamations
Agenda Section: Proclamations

Subject:
Proclamation to Designate April 30th As "National Therapy Animal Day"

Suggested Action:

Attachments:
Therapy Dogs - Proclamation.docx

Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181-2696

Albert Bulthuis, Village President
Hosanna Korynecky, Village Clerk
Rich Keehner, Jr., Village Manager

www.invillapark.com

Phone (630) 834-8500
Fax (630) 834-8967
TDD (630) 834-8589

PROCLAMATION TO DESIGNATE APRIL 30TH AS "NATIONAL THERAPY ANIMAL DAY."

The Village of Villa Park recognizes Pet Partners and Bright and Beautiful Therapy Dogs, Inc. for their service of therapy and volunteer work within the communities across the United States; and

WHEREAS, Pet Partners and Bright and Beautiful Therapy Dogs, Inc. has designated April 30th as National Therapy Animal Day; and

WHEREAS, Pet Partners and Bright and Beautiful Therapy Dogs, Inc. teams in the County of DuPage, Illinois and the Village of Villa Park play an essential role in improving human health and well-being through the human-animal bond; and

WHEREAS, Pet Partners and Bright and Beautiful Therapy Dogs, Inc. teams make millions of visits per year in settings such as hospitals, nursing homes, schools, and hospice; and

WHEREAS, Pet Partners and Bright and Beautiful Therapy Dogs, Inc. teams interact with a variety of people in our community, including veterans, seniors, patients, students facing literacy challenges, and those approaching end of life; and

WHEREAS, these exceptional therapy animals that partner with their human companions bring comfort and healing to those in need.

NOW, THEREFORE, I, Albert Bulthuis, President of the Village of Villa Park, Illinois, do hereby proclaim April 30th, 2021, as:

"National Therapy Animal Day"

In the Village of Villa Park, Illinois, we encourage our citizens to celebrate our therapy animals and their human handlers. Further, I publicly salute the service of therapy animal teams in our community and in communities across the nation.

Dated this_____ of _____, 2021.

Albert Bulthuis
Village President

ATTEST:

Hosanna Korynecky
Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Minutes
Agenda Section: Consent Agenda

Subject:
Minutes from the Board Meeting Held on April 12, 2021

Suggested Action:

Attachments:
Minutes Apr 12, 2021.docx

Next Ordinance No. 4213

Next Resolution No. 20-79

VILLAGE OF VILLA PARK

Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

April 12, 2021 **7:00 PM**

Village President Albert Bulthuis

Village Clerk Hosanna Korynecky

Village Trustees David Cilella, Nick Cuzzone, Christine Murphy, Kevin Patrick, Cheryl Tucker, Robert Wagner

MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON APRIL 12, 2021

PRESENT: Trustees Cilella, Cuzzone, Murphy, Patrick, Tucker, Wagner and President Bulthuis.
ALSO PRESENT: Attorney Orr, Manager Keehner and Clerk Korynecky.

1. Call to Order – Roll Call.
President Bulthuis called the meeting to order and Clerk Korynecky called the roll.

2. Pledge of Allegiance.
President Bulthuis led the Pledge of Allegiance and Trustee Wagner said the prayer.

3. Public Comments on Agenda Items.
Angie Rojek, owner of Pioneer Garden and Feed, referred to Item 6.a. and the continuous parking issues on Villa Avenue. She asked for a realistic plan to deal with this situation.
Debbie DeMito, owner of DeMito Time Bar, referred to Item 6.a. and the increased parking issues. She asked that parallel parking on Central Avenue be removed for safety reasons.
Resident Tracy Gabriel referred to Item 6.a. and said Central Avenue is too narrow for parking to be allowed and would create safety issues.
Resident Dan Verr referred to Item 6.c. and said a candidate for Village Trustee should be aware that it is against ordinance for a trustee to hold a liquor license. He asked the board not to amend the ordinance.
Resident Terry Wolf referred to Item 6.c. and asked the board not to amend the ordinance and questioned how an amended ordinance could be enforced.
Tony Oddo, owner of Michael Anthony's Pizza, referred to Item 6.a. and the parking plan proposed by Traffic and Safety and asked why a different parking plan is on today's agenda.
Jack Kozar, resident and owner of Fuel and Crème, referred to Item 6.a. and questioned the reason for the new parking plan on today's agenda since the proposed parking plan from Traffic and Safety had been tabled.
Resident Karen Solem referred to Item 6.a. and the process for placing this item on the agenda.
Resident Matthew D'Alessandro referred to Item 6.a. and asked that the item be tabled.

4. Amendments to the Agenda.
Motion by Trustee Cuzzone to table Item 6.a and return it to Traffic and Safety and seconded by Trustee Cilella. Roll call vote tallied five (5) ayes made by Trustees Patrick, Wagner, Cuzzone, Cilella and President Bulthuis and two (2) nays made by Trustees Tucker and Murphy. Motion carried.

5. Consent Agenda.
5.a. Minutes from the Board Meeting Held on March 22, 2021.
5.b. Bill Listing for the Weeks of March 22, 2021, March 29, 2021 and April 5, 2021 in the amount of $1,046,562.35.
Motion to approve Consent Agenda was made by Trustee Murphy and seconded by Trustee Wagner. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Cuzzone, Patrick, Tucker, Cilella, Wagner, Murphy and President Bulthuis. There were no nays. Motion carried.

First Reading on Ordinances to be Codified.
6.a. Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 14-207. No Parking Zones of the Village of Villa Park Municipal Code.
Over the last several years, East Central Boulevard has seen a significant increase in traffic and in the demand for parking. Last year a traffic study was completed which recommended, among other things, the elimination of some of the parking spaces on the south side of Central Boulevard west of Myrtle Avenue. An ordinance enacting those parking changes was passed in January 2021. Since that ordinance passed and the new parking restrictions have been in place, both staff and the public have noted continuing traffic and parking issues. Staff evaluated the situation and believes that it would be advisable to extend the existing No Parking zone on Central Boulevard further west to Euclid Avenue.

6.b. An Ordinance of the Village of Villa Park Amending Water and Wastewater Rates and Charges.
Stanley Consultants was selected to perform a water and wastewater rate study for the Village at the October 12, 2020 Board Meeting. The focus of the study was to analyze the fees charged in both water and wastewater utilities to ensure that the Village will have enough revenue to fund the daily operations and the planned capital improvements that are identified in he Village's Capital Improvement plan. The rate study projected expenses for both water and wastewater utilities for the next five years including the anticipated cost for low-interest loans for capital projects. Overall, the recommendation was to raise rates for water usage, water customer charges, sewer usage, wastewater customer charges, combination sewer charges and the backflow prevention devices (RPZ) program fee.
The proposed rates will increase the monthly cost for Villa Park residents. The proposal will increase the monthly cost for water by approximately $0.75 a month for an average family and $0.70 a month for wastewater charges. In reviewing neighboring communities, the proposed water rate will be slightly higher than the average rate for neighboring communities in 2021 by $0.72 a month but the wastewater rate is lower than the average rate by $3.83. It should be noted that the wastewater rate does not include SCSD treatment charges.
These are proposed rates and the Village Board may elect alternate rates. Any reduction in rates will have a direct impact on the completion of the capital plan as there will not be sufficient funding for all planned future projects or repayment of low-interest loans. This will further delay improvements or projects will have to be removed from the capital plan at the Board's discretion.
Discussion ensued. Public Works Director Guerra responded to questions from the board. Item moved to the Formal.

6.c. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Village Code Regarding Persons Eligible To Hold a Liquor License.
The Village Board is considering modifying Section 3-309 of Chapter 3, Article III of the Villa Park Municipal Code so that Village code is similar to the requirements of the Illinois Liquor Control Act of 1934. This ordinance will allow certain elected officials under certain conditions to hold a liquor license.
Discussion ensued. Attorney Orr provided clarification. Item moved to the Formal.

6.d. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method.
The Village received a request from TriCore Environmental, LLC of Naperville, Illinois, to consider approving a groundwater ordinance. TriCore has been working to fulfill the obligations of the Illinois Environmental Protection Agency's (EPA) Leaking Underground Storage Tank (UST) Program to obtain a No Further Remediation (NFR) letter for the Leaking UST incident numbers 922987 and 942519 related to property located on the East side of Route 83. This ordinance prohibits the use of groundwater as a supply of potable water through the installation and/or use of private potable water supply wells. Staff recommends approval of this ordinance.
Motion to approve the ordinance was made by Trustee Wagner and seconded by Trustee Cuzzone. Trustee Tucker asked for clarification. President Bulthuis provided the information. Roll call vote tallied seven (7) ayes made by Trustees Cilella, Tucker, Patrick, Murphy, Cuzzone, Wagner and President Bulthuis. There were no nays. Motion carried.

6.e. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Villa Park Municipal Code Relating to Immobilization of Motor Vehicles and Fines for Immobilization.
The Police Department has identified approximately twenty-six vehicle owners with multiple unpaid parking tickets. Attempts to collect unpaid parking fines through notices, adjudication and collections have been ignored. The top five offenders owe the Village a cumulative total of $59,062.50.
Staff consulted with the Village's Attorney and Adjudication Hearing Officer to provide guidance that would be used to create a more understandable and enforceable vehicle immobilization code. Attached is a copy of the Village's existing code containing highlighted text illustrating the proposed revisions. Staff recommends approval of this ordinance.
Discussion ensued. Police Chief Rivas responded to questions from the board. Item was moved to the Formal.

7. Ordinances.
7.a. Ordinance of the Village of Villa Park, DuPage County, Illinois, Establishing Temporary Executive Powers Pursuant to Chapter 8, Article III, Sections 8-301 – 308 of the Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code and 20 ILCS 3305-11 of the Illinois Emergency Management Act.
It is the policy of the Village of Villa Park that the Village be prepared to address any emergency. Therefore, in response to the new and significant outbreak of the Coronavirus (COVID-19) in the United States, pursuant to Chapter 8, Article III Sections 8-301 – 8-308 of the Village of Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code and 20 ILCS 3305-11 of the Illinois Emergency Management Agency Act, it is necessary and appropriate to authorize the Village President to exercise extraordinary power and authority, by executive order, during this state of disaster/emergency to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.
This ordinance extends the Temporary Executive Powers contained in Ordinance 4212, approved by the Village Board on March 22, 2021, until such time that the Village Board can reconvene in an open meeting.
Motion to approve the ordinance was made by Trustee Cuzzone and seconded by Trustee Cilella. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Tucker, Murphy, Wagner, Cuzzone, Cilella and President Bulthuis. There were no nays. Motion carried.

7.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving Herbers' Plat of Consolidation for the Property Commonly Known as 307 S. Illinois Avenue.
The owners of 307 S. Illinois own the two parcels of land that are in consideration for consolidation. Said owners seek to add a swimming pool on the northern parcel, which is currently green space. A plat of consolidation is necessary to record the property as one lot consisting of the principal structure and accessory structures.
Motion to approve the ordinance was made by Trustee Wagner and seconded by Trustee Patrick. Trustee Murphy asked about staff recommendation. Community Development Director Arguilles said staff recommends approving this ordinance. Trustee Tucker asked for clarification. President Bulthuis provided the information. Trustee Tucker asked about the green space and Village codes. Director Arguilles said the owners will have to comply with Village codes. Roll call vote tallied seven (7) ayes made by Trustees Cilella, Murphy, Cuzzone, Tucker, Wagner, Patrick and President Bulthuis. There were no nays. Motion carried.

7.c. Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a Plat of Consolidation and Granting a Special Use to allow a church, including daycare in the lower lever and a Special Use to allow a Planned Unit Development (PUD) consisting of two buildings, a church and a parsonage.
St. Paul Lutheran Church, located at 545 S. Ardmore Avenue, is seeking improvements to the church and parking lot. The proposed improvements include reconfiguring the basement daycare to serve the modern daycare program better. The drive on the east side of the church will be moved further east away from the building to eliminate a blind corner. It will also allow space to move the playground against the building, eliminating the need for daycare students to cross the drive to access the playground. Most work to the building will be interior renovations within the existing footprint. The property is currently made up of five (5) separate parcels and will be consolidated into one lot so that the improvements do not staddle onto separate parcels. Staff recommends approval of these ordinances.
Motion to approve the ordinance was made by Trustee Patrick and seconded by Trustee Wagner. Trustee Tucker asked about the dumpster enclosure. Director Arguilles provided additional information. Roll call vote tallied seven (7) ayes made by Trustees Cilella, Cuzzone, Murphy, Patrick, Wagner, Tucker and President Bulthuis. There were no nays. Motion carried.

8. Resolutions.

8.a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with Era Valdivia Contractors, Inc. of Chicago, Illinois, for Construction of the 2020 Home Avenue Water Tank Painting Project for a Deduction in the Amount o $6,720.

The Village has a contract with Era Valdivia Contractors, Inc. of Chicago, Illinois, in the amount of $782,520 for the construction of the 2020 Home Avenue Water Tank Painting Project. Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field. The net amount of proposed final Change Order Number 1 is a deduction in the amount of $6,720.00 for an adjusted final contract amount of $775,800. Staff recommends approval of this resolution.

Motion to approve the resolution was made by Trustee Cuzzone and seconded by Trustee Wagner. Trustee Tucker asked for clarification. Director Guerra provided additional information. Roll call vote tallied seven (7) ayes made by Trustees Murphy, Patrick, Cilella, Wagner, Cuzzone, Tucker and President Bulthuis. There were no nays. Motion carried.

9. Public Comments on Non-Agenda Items.

Resident Robert Smith referred to the planned reconstruction of Charles Avenue and asked for staff communication with residents regarding work being done.

Resident Kelly Smith referred to the reconstruction of Charles Avenue and asked for better communication from staff with residents.

Resident Dan Verr thanked President Bulthuis for his service as Village President.

Resident Matthew D'Alessandro thanked the residents who voted in the last election and asked for an update on work being done on Michigan Avenue and the Jackson Pond.

Manager Keehner provided an update on the Jackson Pond Extension Project and FEMA.

10. Village Clerk's Report.

Clerk Korynecky had no report or recommendations.

11. Village Trustees' Report.

Trustee Patrick said the last day to submit applications for the Junior Women's Club Scholarship is April 15. He also thanked first responders for the work they do in the Village.

Trustee Cilella congratulated the newly elected board members.

Trustee Cuzzone thanked all the candidates who ran in the recent election and the residents who voted.

Trustee Wagner announced a bike registration event to be conducted by the Police Department in conjunction with CERTS on April 17 from 10 a.m. to 2 p.m. He also said Spring Sweep will be on May 15.

Trustee Tucker said the Parks and Recreation Advisory Commission will meet on April 13 at 7 p.m. at Iowa Community Center.

Trustee Murphy had no report or recommendations.

12. Village President's Report.

President Bulthuis thanked all the candidates who ran for office and congratulated the winners. He also provided an update from the DuPage County Health Department regarding the COVID-19 numbers.

13. Village Manager's Report.

Manager Keehner provided an update on fiscal year beginning January 1, 2021 and the tax revenue chart.

14. Executive Session.

14.a. Pursuant to the General Provisions of the Open Meetings Act:

a. 5ILCS 120/2 (c)(1) Personnel Matters
b. 5ILCS 120/2 (c)(2) Collective Bargaining Matters
c. 5ILCS 120/2 (c)(5) Purchase or Lease of Property
d. 5ILCS 120/2 (c)(6) Sale or Lease of Property
e. 5ILCS 120/2 (c)(11) Pending Litigation
f. 5ILCS 120/2 (c)(21) Discussion of Closed Session Minutes

Motion to approve Executive Session was made by Trustee Cilella and seconded by Trustee Wagner. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Wagner, Patrick, Murphy, Cuzzone, Tucker, Cilella and President Bulthuis. There were no nays. Motion carried.

15. Adjournment.
Motion to adjourn was made by Trustee Patrick and seconded by Trustee Wagner. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 9:44 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting is scheduled for April 26, 2021.

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Bill Listing
Agenda Section: Consent Agenda

Subject:
Bill Listings for the Weeks of April 12th, 2021 and April 26, 2021 in the amount of $393,313.67

Suggested Action:

Attachments:
2021-0412 CY21 Weekly Chk Report.pdf
2021-0419 CY21 Weekly Chk Report.pdf

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on April 26, 2021

Covering weekly check runs dated for:

April 12, 2021/CY21 ..... $324,666.76

1 of 1

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "041201","WF0412"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.190515 DUE TO/FROM LIBRARY (BENEFITS)								
THE HORTON GROUP, INC	75627	0	WELLNESS VIRGIN PULSE; FEBRUARY 2021	59.54	.00		041201	
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):				59.54	.00			
10.210508 ESCROW: P. W. PROJECTS								
MIDLAND PLUMBING & SEWER	PRUU20-686	0	BOND RLS; 744 S EUCLID	1,200.00	.00		041201	
Total 10.210508 ESCROW: P. W. PROJECTS:				1,200.00	.00			
10.43100 BUILDING PERMITS								
BMO HARRIS MASTERCARD	0703736-2102-1	0	TEST CHARGES FOR PORTAL	20.35	.00		041201	
MIDLAND PLUMBING & SEWER	PRPL21-264	0	REFUND OVER PAYMENT ON PERMIT PRPL	150.00	.00		041201	
Total 10.43100 BUILDING PERMITS:				170.35	.00			
10.45128 MISCELLANEOUS REVENUE								
BMO HARRIS MASTERCARD	0703736-2102	0	REFUND FOR FRAUDULENT CHARGE FROM	199.00-	.00		041201	
Total 10.45128 MISCELLANEOUS REVENUE:				199.00-	.00			
Total :				1,230.89	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.212 LEGAL SERVICES-POLICE								
BROWN, JANET	33021	0	COURT REPORTING-TRANSCRIPTION	40.00	.00		WF0412	
Total 10.511.00.212 LEGAL SERVICES-POLICE:				40.00	.00			
10.511.00.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2102	0	METRA INTERNET SERVICE; FEBRUARY 202	238.05	.00		041201	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:				238.05	.00			
10.511.00.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	Bereavement - Cilella	122.51	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	Bereavement - Salerno	112.94	.00		041201	
Total 10.511.00.399 OTHER SUPPLIES:				235.45	.00			
10.511.00.656 FIRE & POLICE COMMISSION								
C.O.P.S AND F.I.R.E PERSONNEL	106419	0	PLYGRPH FOR FT FF APPLICANT	160.00	.00		WF0412	
Total 10.511.00.656 FIRE & POLICE COMMISSION:				160.00	.00			
Total PUBLIC AFFAIRS:				673.50	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.00.202 TRAINING & CONFERENCES								
BMO HARRIS MASTERCARD	0703736-2102	0	Training - Newly Elected Officials	15.00	.00		041201	
Total 10.512.00.202 TRAINING & CONFERENCES:				15.00	.00			
10.512.00.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	Space Heater	139.98	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	Certified Mail	14.00	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	Binders, File Folders	15.10	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	Certified Mail	4.15	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	Protective Sheets	21.48	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	3 Ring Binder	26.42	.00		041201	
Total 10.512.00.399 OTHER SUPPLIES:				221.13	.00			
10.512.01.210 TELEPHONE								
SAWYER, BRIAN	MARCH 2021	0	PERS DEVICE PHONE REIMB; MARCH 2021	24.99	.00		041201	
SAWYER, BRIAN	MARCH 2021	0	USAGE REIMB; MARCH 2021	24.99	.00		041201	
Total 10.512.01.210 TELEPHONE:				49.98	.00			
10.512.01.270 MAINT OF OFFICE EQUIPMENT								
BMO HARRIS MASTERCARD	0703736-2102	0	ADAPTERS	49.23	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	MICROPHONE/CABLE	36.02	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	LABELS	16.99	.00		041201	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:				102.24	.00			
10.512.01.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2102	0	DOMAIN RENEWAL	17.95	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	DOMAIN RENEWAL	11.95	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	STUDIO INTERNET	277.56	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	OFF-SITE BACKUPS	83.59	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	DOMAIN RENEWAL	17.95	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	EMAIL HOSTED ACCT	.99	.00		041201	
SAWYER, BRIAN	MARCH 2021	0	MILEAGE REIMB; MARCH 2021	9.43	.00		041201	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				419.42	.00			
Total MANAGER:				807.77	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.513.00.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	21-VP03	0	PRODUCTION SVCS UTIL BILL RUN#3 2021	208.35	.00		041201	
CONNECT SEARCH LLC	S1025482	0	TEMPORARY STAFF SERVICES	1,287.00	.00		041201	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				1,495.35	.00			
10.513.00.317 OFFICE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	CALCULATOR AND RIBBON	297.92	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	RAFFLE AND LIQUOR LICENSE CERTIFICAT	135.47	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	CALENDAR	11.87	.00		041201	
Total 10.513.00.317 OFFICE SUPPLIES:				445.26	.00			
Total FINANCE:				1,940.61	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.514.00.202 TRAINING & CONFERENCES								
BMO HARRIS MASTERCARD	0703736-2102	0	SBOC SEMINAR DA	65.00	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	SBOC SEMINAR MV	65.00	.00		041201	
Total 10.514.00.202 TRAINING & CONFERENCES:				130.00	.00			
10.514.00.303 DUES & PUBLICATIONS								
BMO HARRIS MASTERCARD	0703736-2102	0	DuesICMA PB	200.00	.00		041201	
Total 10.514.00.303 DUES & PUBLICATIONS:				200.00	.00			
10.514.00.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	BATTERIES	5.98	.00		041201	
Total 10.514.00.399 OTHER SUPPLIES:				5.98	.00			
Total COMMUNITY DEVELOPMENT:				335.98	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.515.00.205 POSTAGE								
BMO HARRIS MASTERCARD	0703736-2102	0	POSTAGE TO SEND 1099S	26.35	.00		041201	
Total 10.515.00.205 POSTAGE:				26.35	.00			
10.515.00.250 EMPLOYEE BENEFITS								
THE HORTON GROUP, INC	75627	0	WELLNESS VIRGIN PULSE; FEBRUARY 2021	91.70	.00		041201	
Total 10.515.00.250 EMPLOYEE BENEFITS:				91.70	.00			
10.515.00.317 OFFICE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	ENVELOPES	604.10	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	FILE FOLDERS, TAPE, HANGING FOLDERS	118.61	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	DEPT. ENVELOPES, PENS, POST-ITS, CALE	50.67	.00		041201	
Total 10.515.00.317 OFFICE SUPPLIES:				773.38	.00			
Total CENTRAL SERVICES:				891.43	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.516.00.222 HEATING & A/C MAINT SERV								
BMO HARRIS MASTERCARD	0703736-2102	0	VH-BASEBOARD HEATER	95.35	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	YALE LIFT STATION HEATER	473.58	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	TERRY,VILLA LIFT STATION HEATER	299.81	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	VH-CONDENSATE BOILER PUMP	1,240.00	.00		041201	
Total 10.516.00.222 HEATING & A/C MAINT SERV:				2,108.74	.00			
10.516.00.299 OTHER CONTRACTUAL SERVICES								
ALLIED GARAGE DOOR INC	162148	0	FS82-TRANSMITTER REPLACEMENT	2,014.32	.00		WF0412	
BMO HARRIS MASTERCARD	0703736-2102	0	CORP-JAN PESTICIDE SRVC.	255.00	.00		041201	
MIDLAND PLUMBING & SEWER	6591	0	PD- SEWER SMELL SRVC CALL	95.00	.00		WF0412	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				2,364.32	.00			
10.516.00.314 JANITORIAL SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	CORP-3 BOXES OF RAGS	59.70	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	CORP-JANITORIAL SUPPLIES	357.75	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD WING NUT MOP STICKS	13.99	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD MOP BUCKET	74.99	.00		041201	
Total 10.516.00.314 JANITORIAL SUPPLIES:				506.43	.00			
10.516.00.315 BUILDING MAINT SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	REKEYED DOOR	141.83	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD-TRAP CLEARNER	29.98	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD-RTV HEAT PARTS	290.00	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	F82-PARTS FOR DRAIN LINE	13.16	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	F82-PARTS FOR DRAIN LINE	2.12	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	F82-PARTS FOR DRAIN LINE	6.58	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	VH--SOCIAL DISTANCING SIGNS	43.20	.00		041201	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:				526.87	.00			
Total BUILDINGS & GROUNDS:				5,506.36	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.517.00.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2102	0	METRA-JAN PESTICIDE SRVC	45.00	.00		041201	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:				45.00	.00			
Total COMMUTER PARKING LOT:				45.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.250 EMPLOYEE BENEFITS								
THE HORTON GROUP, INC	75627	0	WELLNESS VIRGIN PULSE; FEBRUARY 2021	13.74	.00		041201	
Total 10.518.00.250 EMPLOYEE BENEFITS:				13.74	.00			
10.518.00.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2102	0	FUEL PUMP NOZZLES FOR GAS 2	208.46	.00		041201	
STENSTROM PETROLEUM SERVICES	S162109	0	FLT-OSFM ANNUAL TESTING	1,075.00	.00		WF0412	
Total 10.518.00.299 OTHER CONTRACTUAL SERVICES:				1,283.46	.00			
10.518.00.302 CHEMICALS								
BMO HARRIS MASTERCARD	0703736-2102	0	STOCK WASHER FLUID	57.78	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	STOCK WASHER FLUID 3 CASES	90.90	.00		041201	
Total 10.518.00.302 CHEMICALS:				148.68	.00			
10.518.00.309 GAS & DIESEL FUEL								
BMO HARRIS MASTERCARD	0703736-2102	0	DIESEL EXHAUST FLUID 10 JUGS	91.90	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	DIESEL EXHAUST FLUID	91.90	.00		041201	
Total 10.518.00.309 GAS & DIESEL FUEL:				183.80	.00			
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS								
BMO HARRIS MASTERCARD	0703736-2102	0	PW25 AIR DRIER PURGE KIT	44.84	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW94 FILTERS	104.39	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD188 SPARK PLUGS	32.36	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	E-80 3 BALL VALVES	531.85	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW25 AIR DRIER PURGE KIT	124.82	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW6 BLOWER MOTOR RESISTOR	17.62	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW97 CREDIT BRAKE CALIPERS	110.00-	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	STK-12 OIL FILTERS, PD SQUADS	37.68	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW93 SALT SPREADER AUGER	855.95	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD185 MARKER LIGHT BULBS	9.90	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	M-82 STARTER,GEAR BOX,ALIGM.	1,591.56	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW94 AIR DRIER	128.99	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	STK WIPER BLADES, SALT LIGHT	184.23	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW4 WIPER BLADES	18.20	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW94-9 FT AXLE HUB COVER	80.68	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PKS246 SPREADER VALVE	425.91	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW94 ANGLE HYD CYLINDER	1,260.62	.00		041201	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
BMO HARRIS MASTERCARD	0703736-2102	0	CREDIT BATTERY CORES BKEPADS	84.94-	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD136 REAR BRAKE PADS	40.94	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW75 BATTERY	138.57	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD136 RR BRAKES PADS,ROTORS	138.82	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD136 REAR BRAKE PADS	40.94	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD182 BATTERY	130.95	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW 4,96 WIPER BLADES	36.40	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD159 BATTERY	138.57	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD186 ALTERNATOR CREDIT	372.98-	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW96 RR AIR BRAKE CHAMBER	71.98	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD 182 ALTERNATOR	372.98	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW PLOW BLADE SYSTEM	946.00	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW 80 FUEL FILTER	2.80-	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW 80 OIL FILTERS FUEL FILTER	28.94	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW96 RT PLOW CURB GUARD	242.45	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW97 BKE PEDAL PAD,HUB CAP	101.35	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD 188 TRIM CLIPS	11.28	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD 186 ALTERNATOR	372.98	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD 189 BATTERY`	130.95	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW17 REAR DOOR LATCH	120.09	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW4 PRE WET TANK REPAIR PARTS	16.75	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PW6 TURN SIGNAL SWITCH	113.87	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PD197 WIRING SUPPLY	252.04	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PKS252 PLOW LIGHT MODULE	83.34	.00		041201	
MONROE TRUCK EQUIPMENT	5454497	0	PLOW REPAIR KIT	152.80	.00		041201	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:				8,561.87	.00			
10.518.00.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	CASE HAND SOAP CHERRY BOMB	105.98	.00		041201	
Total 10.518.00.399 OTHER SUPPLIES:				105.98	.00			
Total GARAGE:				10,297.53	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.519.00.202 TRAINING & CONFERENCES								
BMO HARRIS MASTERCARD	0703736-2102	0	IDOT DOCUMENTATION COURSE-(MT)	50.00	.00		041201	
Total 10.519.00.202 TRAINING & CONFERENCES:				50.00	.00			
10.519.00.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	INK CARTRIDGE	138.99	.00		041201	
Total 10.519.00.399 OTHER SUPPLIES:				138.99	.00			
Total ENGINEERING:				188.99	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.202 TRAINING & CONFERENCES								
BMO HARRIS MASTERCARD	0703736-2102	0	ASP INSTRUCTOR TRAINING DEPOSIT	25.00	.00		041201	
FORCE SCIENCE INSTITUTE	FSI 23452	0	DE-ESCALATION TRAINING COURSE-BANAS	495.00	.00		WF0412	
FRONTLINE PUBLIC SAFETY SOLUTI	FL 19567	0	PROFESSIONAL STANDARDS COMPLIANCE	750.00	.00		WF0412	
FRONTLINE PUBLIC SAFETY SOLUTI	FL23058	0	TRAINING SOFTWARE ANNUAL RENEWAL	1,100.00	.00		WF0412	
NORTH EAST MULTI-REGIONAL	281740	0	ANNUAL MEMBERSHIP 7.1.21-7.1.22	3,515.00	.00		WF0412	
NORTH EAST MULTI-REGIONAL	281800	0	TRAINING- BANASZEWSKI AND S.LAY	550.00	.00		WF0412	
NORTH EAST MULTI-REGIONAL	281968	0	PHYSICAL SURVEILLANCE TRAINING;; POLL	150.00	.00		WF0412	
Total 10.520.01.202 TRAINING & CONFERENCES:				6,585.00	.00			
10.520.01.210 TELEPHONE								
BMO HARRIS MASTERCARD	0703736-2102	0	FEBRUARY BILL	41.96	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	JANUARY BILL	41.96	.00		041201	
VERIZON WIRELESS	9875860711	0	CELL PHONES CAR DATA PACKS IPAD DATA	756.34	.00		WF0412	
Total 10.520.01.210 TELEPHONE:				840.26	.00			
10.520.01.250 EMPLOYEE BENEFITS								
THE HORTON GROUP, INC	75627	0	WELLNESS VIRGIN PULSE; FEBRUARY 2021	210.68	.00		041201	
Total 10.520.01.250 EMPLOYEE BENEFITS:				210.68	.00			
10.520.01.299 OTHER CONTRACTUAL SERVICES								
GERATY & COMPANY ACCESS CONT	18897	0	RESET JAIL DOORS POWER AND RELAYS	180.00	.00		WF0412	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:				180.00	.00			
10.520.01.317 OFFICE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	PLASTIC STORAGE BAGS	17.87	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	CAKE FOR RUNGES SWEARING IN	19.31	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	IPHONE CAR CHARGERS	44.97	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	TONER FOR ID CARDS	121.43	.00		041201	
Total 10.520.01.317 OFFICE SUPPLIES:				203.58	.00			
10.520.01.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	IPAD CASE/KEYBOARD	88.48	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	RETURNED ITEMS	149.97-	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	IPAD CASE/KEYBOARD	149.97	.00		041201	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 10.520.01.399 OTHER SUPPLIES:				88.48	.00			
10.520.07.271 MAINT OF RADIO EQUIPMENT								
DU-COMM	273421	0	DU COMM RADIO CHARGERS	239.44	.00		WF0412	
MOTOROLA SOLUTIONS INC	8281132949	0	RADIO CHARGER FOR SQUAD 188	306.80	.00		WF0412	
Total 10.520.07.271 MAINT OF RADIO EQUIPMENT:				546.24	.00			
10.520.08.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2102	0	EQUIFAX	30.51	.00		041201	
COVERTRACK GROUP INC	23524	0	ANNUAL RENEWAL GPS MAPPING	600.00	.00		WF0412	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:				630.51	.00			
10.520.08.336 PHOTO MATERIALS & SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	BATTERIES	22.18	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	RIBBON FOR PRINTER	127.28	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	110 PACK DVDS FOR EVIDENCE	26.23	.00		041201	
Total 10.520.08.336 PHOTO MATERIALS & SUPPLIES:				175.69	.00			
10.520.09.299 OTHER CONTRACTUAL SERVICES								
JET BRITE CAR WASH INC	4204	0	FEB CAR WASHES --23	69.00	.00		WF0412	
JET BRITE CAR WASH INC	4205	0	3 CAR WASHES	9.00	.00		WF0412	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:				78.00	.00			
10.520.09.301 UNIFORMS								
P.F. PETTIBONE & CO.	180203	0	2 SERGEANT BADGES	235.85	.00		WF0412	
Total 10.520.09.301 UNIFORMS:				235.85	.00			
10.520.09.333 RANGE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	OPTICS PLANET	1,253.70	.00		041201	
SVARA, JAMES	REIMB-1	0	REIMB FOR PURCHASE OF RANGE SUPPLI	364.00	.00		041201	
Total 10.520.09.333 RANGE SUPPLIES:				1,617.70	.00			
10.520.09.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	PADLOCK FOR OFFICER LOCKER	15.97	.00		041201	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
BMO HARRIS MASTERCARD	0703736-2102	0	CLOROX DISINFECTING WIPES	16.74	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	CLOROX DISINFECTING WIPES	16.74	.00		041201	
Total 10.520.09.399 OTHER SUPPLIES:				49.45	.00			
Total POLICE:				11,441.44	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.250 EMPLOYEE BENEFITS								
THE HORTON GROUP, INC	75627	0	WELLNESS VIRGIN PULSE; FEBRUARY 2021	13.74	.00		041201	
Total 10.521.01.250 EMPLOYEE BENEFITS:				13.74	.00			
10.521.01.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2102	0	SHIP EXP MONITOR TO SENSIT	11.71	.00		041201	
DUPAGE MEDICAL GROUP	613512262	0	MADATORY FIREFIGHER PHYSICAL	229.00	.00		041201	
SK ELECTRONICS	21031	0	AUDIO REPAIR TO PURVIS SYSTEM AT STA	285.00	.00		WF0412	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:				525.71	.00			
10.521.01.303 DUES & PUBLICATIONS								
MABAS DIVISION XII	2021 ANNUAL DUES	0	ANNUAL MABAS DIV XII DUES	3,000.00	.00		WF0412	
MABAS DIVISION XII	2021 ANNUAL DUES	0	ANNUAL MABAS ILLINOIS DUES	362.00	.00		WF0412	
Total 10.521.01.303 DUES & PUBLICATIONS:				3,362.00	.00			
10.521.01.315 BUILDING MAINT SUPPLIES								
ACE HARDWARE, VILLA PARK	17879	0	STA 82 LIGHT BULBS/FIXTURE REPAIR	36.62	.00		WF0412	
ACE HARDWARE, VILLA PARK	17884	0	OIL FOR SNOWBLOWER/LAWN MOWER STA	30.54	.00		WF0412	
ACE HARDWARE, VILLA PARK	17907	0	PARTS TO SECURE STA 81 DUMPSTER	29.97	.00		WF0412	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:				97.13	.00			
10.521.01.317 OFFICE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	CREDIT FOR POST-IT NOTES	24.99-	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	3 LINED POST-IT NOTES SS	49.86	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	QUILLPLUS BLUE 1-YR SUB	45.92	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	POST IT NOTES WRONG SIZE	24.99	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	TONER CART,PENS,CLIPS	103.22	.00		041201	
Total 10.521.01.317 OFFICE SUPPLIES:				199.00	.00			
10.521.21.202 TRAINING & CONFERENCES								
BMO HARRIS MASTERCARD	0703736-2102	0	CPS 2 YR RECERT FEE MH	55.00	.00		041201	
Total 10.521.21.202 TRAINING & CONFERENCES:				55.00	.00			
10.521.21.311 PROGRAM SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	2021 CPS LATCH MANUAL	46.00	.00		041201	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 10.521.21.311 PROGRAM SUPPLIES:				46.00	.00			
10.521.22.301 UNIFORMS								
ENTENMANN-ROVIN COMPANY	0157073-IN	0	UNIFORM BADGE FOR RAKOSNIK & STAPLE	237.50	.00		WF0412	
Total 10.521.22.301 UNIFORMS:				237.50	.00			
10.521.22.303 DUES & PUBLICATIONS								
BMO HARRIS MASTERCARD	0703736-2102	0	ANNUAL MEMBERSHIP SS	100.00	.00		041201	
Total 10.521.22.303 DUES & PUBLICATIONS:				100.00	.00			
10.521.22.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	4 FIRE SPRINKLER WRENCHES	55.56	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	TV FOR STA 82 STATUS BD	172.79	.00		041201	
Total 10.521.22.399 OTHER SUPPLIES:				228.35	.00			
Total FIRE:				4,864.43	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.250 EMPLOYEE BENEFITS								
THE HORTON GROUP, INC	75627	0	WELLNESS VIRGIN PULSE; FEBRUARY 2021	109.92	.00		041201	
Total 10.523.02.250 EMPLOYEE BENEFITS:				109.92	.00			
Total AMBULANCE/PARAMEDIC:				109.92	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.524.02.299 OTHER CONTRACTUAL SERVICES								
KUUSAKOSKI US LLC	A-8356	0	ELECTRONIC RECYCLING	1,275.83	.00		041201	
KUUSAKOSKI US LLC	A8360	0	ELECTRONIC RECYCLING	1,253.78	.00		041201	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:				2,529.61	.00			
Total GARBAGE:				2,529.61	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.250 EMPLOYEE BENEFITS								
THE HORTON GROUP, INC	75627	0	WELLNESS VIRGIN PULSE; FEBRUARY 2021	45.80	.00		041201	
Total 10.525.01.250 EMPLOYEE BENEFITS:				45.80	.00			
10.525.01.399 OTHER SUPPLIES								
ZUCKES, BILL	1027 S ARDMORE	0	DAMAGED MAILBOX REIMBURSEMENT	75.00	.00		041201	
Total 10.525.01.399 OTHER SUPPLIES:				75.00	.00			
10.525.25.219 UTILITY - ELECTRIC								
CONSTELLATION NEW ENERGY INC	707658-10 2/2021	0	118 S VILLA AVE ; 2/9-3/10/21	37.96	.00		041201	
CONSTELLATION NEW ENERGY INC	707658-8 2/2021	0	0 E WISCONSIN AVE ; 1/22-2/22/21	529.59	.00		041201	
CONSTELLATION NEW ENERGY INC	707658-9 2/2021	0	1 S CENTRAL AVE; 2/9-3/10/21	385.11	.00		041201	
Total 10.525.25.219 UTILITY - ELECTRIC:				952.66	.00			
10.525.25.393 STREET LIGHTING MATERIALS								
BMO HARRIS MASTERCARD	0703736-2102	0	BUTTON/WALL PLATE	63.72	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	TAPE & MASTIC	55.20	.00		041201	
EXCEL LTD INC	18779	0	STREET LIGHT	826.11	.00		041201	
Total 10.525.25.393 STREET LIGHTING MATERIALS:				945.03	.00			
10.525.27.342 ASPHALT MIX								
DUPAGE MATERIALS COMPANY, LLC.	13298	0	2.5 TN HIGH PERFORMANCE COLD	362.50	.00		041201	
Total 10.525.27.342 ASPHALT MIX:				362.50	.00			
10.525.27.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	BRUSH HANDLE	19.98	.00		041201	
Total 10.525.27.399 OTHER SUPPLIES:				19.98	.00			
Total STREET:				2,400.97	.00			
Total CORPORATE FUND:				43,264.43	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
19.520.01.310 DUI TECHNOLOGY EXPENDITURES								
CHICAGO PARTS & SOUND LLC	2-0000771	0	EQUIPMENT FOR SQUAD #197	36.00	.00		WF0412	
Total 19.520.01.310 DUI TECHNOLOGY EXPENDITURES:				36.00	.00			
Total POLICE:				36.00	.00			
Total DUI TECHNOLOGY FUND:				36.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.210 TELEPHONE								
BMO HARRIS MASTERCARD	0703736-2102	0	CABLE BOX RENTAL, ICC/CRB	8.42	.00		041201	
Total 35.502.01.210 TELEPHONE:				8.42	.00			
35.502.01.250 EMPLOYEE BENEFITS								
THE HORTON GROUP, INC	75627	0	WELLNESS VIRGIN PULSE; FEBRUARY 2021	50.38	.00		041201	
Total 35.502.01.250 EMPLOYEE BENEFITS:				50.38	.00			
35.502.01.317 OFFICE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	STENO TABLES FOR ICC	26.64	.00		041201	
Total 35.502.01.317 OFFICE SUPPLIES:				26.64	.00			
35.502.16.222 HEATING & A/C MAINT SERV								
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-TEMP. SENSORS	149.79	.00		041201	
Total 35.502.16.222 HEATING & A/C MAINT SERV:				149.79	.00			
35.502.16.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-ELECTRICAL ADJUSTERS	2,006.00	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	REC-JAN PESTICIDE SRVC	275.00	.00		041201	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:				2,281.00	.00			
35.502.16.314 JANITORIAL SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-WIPING CLOTHS,GLUE	37.97	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-MOP STICK,HAND SANITIZER	84.70	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-JANITORIAL SUPPLIES	429.15	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	SPEED TRACK FOR FLOORS	119.90	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	DRANO MAX GEL	17.18	.00		041201	
Total 35.502.16.314 JANITORIAL SUPPLIES:				688.90	.00			
35.502.16.315 BUILDING MAINT SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	EBF MODULE FOR WOMEN BTHRM	221.12	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-OUTLET COVERS	64.34	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-DOOR CLOSERS	313.97	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-DOOR HANDLES	893.38	.00		041201	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 35.502.16.315 BUILDING MAINT SUPPLIES:				1,492.81	.00			
35.502.16.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	ICC- PAINT	170.25	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC- PAINT SUPPLIES	49.88	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC- PAINT	93.98	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-SUPPLIES	25.36	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC- PAINT	114.87	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-SUPPLIES	7.17	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-SUPPLIES	49.01	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-SUPPLIES	29.57	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	CLOCK FOR RM8	22.99	.00		041201	
Total 35.502.16.399 OTHER SUPPLIES:				563.08	.00			
35.502.36.204 TRANSPORTATION								
BMO HARRIS MASTERCARD	0703736-2102	0	REC VEHICLES IPASS	40.00	.00		041201	
Total 35.502.36.204 TRANSPORTATION:				40.00	.00			
35.502.36.311 PROGRAM SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	BASKETBALL NETS	32.91	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	10045	ONLINE FITNESS PLATFORM	14.99	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	LETS DO LUNCH-CARRY OUT PROG.	304.95	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-MOP FOR MARTIAL ARTS	14.99	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FUNTIME JUNCTION	33.39	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FUNTIME JUNCTION	14.45	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FUNTIME JUNCTION	15.58	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	DESSERT-LETS DO LUNCH	32.00	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FUNTIME JUNCTION	9.72	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FUNTIME JUNCTION	23.21	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FUNTIME JUNCTION	93.07	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FUNTIME JUNCTION	125.75	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	FLOWERS-VALENTINES DAY PROG.	5.00	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	SALAD-FEB BIRTHDAY LUNCH	16.97	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	FLOWERS-VALENTINES DAY PROG.	110.00	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PRIZES-FEB BIRTHDAY LUNCH	32.00	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FTJ/FEB BDAY LUNCH	62.88	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FUNTIME JUNCTION	17.34	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	LETS DO LUNCH CARRYOUT 2/4	202.00	.00		041201	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FUNTIME JUNCTION	13.76	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FEB BIRTHDAY LUNCH	17.35	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FEB BIRTHDAY LUNCH	52.95	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FEB BIRTHDAY LUNCH	16.79	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	GROCERIES-FEB BIRTHDAY LUNCH	19.32	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	FTJ GROC./VALENTINES CANDY	118.56	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	SUPPLIES-VALENTINES BAGS	7.00	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	SUPPLIES-VALENTINES BAGS	3.98	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	SALAD-FEB BIRTHDAY LUNCH	6.99	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	SUPPLIES-VALENTINES BAGS	3.18	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	LETS DO LUNCH CARRYOUT 1/28	300.00	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	SUPPLIES-FTJ/PRESCHOOL	69.02	.00		041201	
Total 35.502.36.311 PROGRAM SUPPLIES:				1,790.10	.00			
Total GENERAL:				7,091.12	.00			
Total RECREATION FUND:				7,091.12	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.250 EMPLOYEE BENEFITS								
THE HORTON GROUP, INC	75627	0	WELLNESS VIRGIN PULSE; FEBRUARY 2021	36.64	.00		041201	
Total 36.502.01.250 EMPLOYEE BENEFITS:				36.64	.00			
36.502.01.317 OFFICE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	PKS COMP. MOUSE	24.99	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PKS WEB CAMS FOR ZOOM	78.00	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	FEB ONLINE MEETING PLATFORM	14.99	.00		041201	
Total 36.502.01.317 OFFICE SUPPLIES:				117.98	.00			
36.502.02.322 HAND TOOLS								
BMO HARRIS MASTERCARD	0703736-2102	0	ICE SCRAPER	41.97	.00		041201	
Total 36.502.02.322 HAND TOOLS:				41.97	.00			
36.502.02.325 GENERAL EQUIPMENT PARTS								
BMO HARRIS MASTERCARD	0703736-2102	0	ICC-LOCK DE ICER	3.58	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	PKS227-JOHN DEERE PARTS	561.64	.00		041201	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:				565.22	.00			
36.502.02.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	PKS-OFFICE WATER	18.30	.00		041201	
Total 36.502.02.399 OTHER SUPPLIES:				18.30	.00			
Total GENERAL:				780.11	.00			
Total PARKS FUND:				780.11	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.250 EMPLOYEE BENEFITS								
THE HORTON GROUP, INC	75627	0	WELLNESS VIRGIN PULSE; FEBRUARY 2021	13.74	.00		041201	
Total 60.502.02.250 EMPLOYEE BENEFITS:				13.74	.00			
60.502.02.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2102	0	ZOOM SUBSCRIPTION	14.99	.00		041201	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				14.99	.00			
60.502.02.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	HID PROXIMITY ACCESS CARDS (10 PACK)	51.49	.00		041201	
Total 60.502.02.399 OTHER SUPPLIES:				51.49	.00			
Total GENERAL:				80.22	.00			
Total STREET IMPROVEMENT FUND:				80.22	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.202 TRAINING & CONFERENCES								
ILLINOIS SECTION AWWA	200060140	0	IEPA REGULATORY UPDATE; COULTER	37.00	.00		041201	
ILLINOIS SECTION AWWA	200060309	0	METER SYSTEMS TRAINING; JESSEN	80.00	.00		041201	
Total 82.502.01.202 TRAINING & CONFERENCES:				117.00	.00			
82.502.01.250 EMPLOYEE BENEFITS								
THE HORTON GROUP, INC	75627	0	WELLNESS VIRGIN PULSE; FEBRUARY 2021	32.06	.00		041201	
Total 82.502.01.250 EMPLOYEE BENEFITS:				32.06	.00			
82.502.01.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	21-VP03	0	PRODUCTION SVCS UTIL BILL RUN#3 2021	208.35	.00		041201	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:				208.35	.00			
82.502.01.321 PURCHASE OF WATER								
DUPAGE WATER COMMISSION	MARCH 2021	0	WATER COSTS; MARCH 2021	268,121.56	.00		041201	
Total 82.502.01.321 PURCHASE OF WATER:				268,121.56	.00			
82.502.01.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	HOSPICE DONATION (RS)	50.00	.00		041201	
Total 82.502.01.399 OTHER SUPPLIES:				50.00	.00			
82.502.02.299 OTHER CONTRACTUAL SERVICES								
NEWCASTLE ELECTRIC INC	20458	0	EMERGENCY REPAIR TO WELL	440.00	.00		041201	
TRAFFIC CONTROL & PROTECTION	34784	0	EQUIPMENT TO SHUT A LANE DOWN ON NO	900.00	.00		041201	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:				1,340.00	.00			
82.502.02.302 CHEMICALS								
MIDWEST CHLORINATING INC	21-053C	0	CHLORIATE HILL STREET	200.00	.00		041201	
Total 82.502.02.302 CHEMICALS:				200.00	.00			
82.502.02.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	FITTINGS, PIPE, TRASH BAGS	171.50	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	5 BUCKLE BOOTS	84.09	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	CABLE TIES	35.56	.00		041201	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
BMO HARRIS MASTERCARD	0703736-2102	0	MISC. TOOLS	27.75	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	MISC. SUPPLIES	21.17	.00		041201	
Total 82.502.02.399 OTHER SUPPLIES:				340.07	.00			
Total GENERAL:				270,409.04	.00			
Total WATER SUPPLY FUND:				270,409.04	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.250 EMPLOYEE BENEFITS								
THE HORTON GROUP, INC	75627	0	WELLNESS VIRGIN PULSE; FEBRUARY 2021	32.06	.00		041201	
Total 83.502.01.250 EMPLOYEE BENEFITS:				32.06	.00			
83.502.01.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	21-VP03	0	PRODUCTION SVCS UTIL BILL RUN#3 2021	208.35	.00		041201	
CONNECT SEARCH LLC	S1025544	0	TEMPORARY STAFF SERVICES	1,287.00	.00		041201	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				1,495.35	.00			
83.502.01.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2102	0	HOSPICE DONATION (RS)	50.00	.00		041201	
Total 83.502.01.399 OTHER SUPPLIES:				50.00	.00			
83.502.02.293 LABORATORY TESTING								
ETP LABS INC	21-52512	0	WASTE WATER SAMPLES	95.00	.00		041201	
Total 83.502.02.293 LABORATORY TESTING:				95.00	.00			
83.502.02.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2102	0	PW50 GENERATOR BATTERY MAINT.	33.49	.00		041201	
BMO HARRIS MASTERCARD	0703736-2102	0	FLT ENGINE BLOCK HEATER	99.00	.00		041201	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:				132.49	.00			
83.502.02.356 MANHOLE MATERIALS								
GREAT LAKES CONCRETE LLC	242014	0	MANHOLE BARREL SECTION	200.94	.00		041201	
Total 83.502.02.356 MANHOLE MATERIALS:				200.94	.00			
83.502.02.401 CAPITAL OUTLAY								
LUTER, HALINA	450-452 N ARDMORE	0	REIMB FOR CHECK VALVE INSTAL; 450-452	1,000.00	.00		041201	
Total 83.502.02.401 CAPITAL OUTLAY:				1,000.00	.00			
Total GENERAL:				3,005.84	.00			
Total WASTEWATER FUND:				3,005.84	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Grand Totals:				324,666.76	.00			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	43,264.43
DUI TECHNOLOGY FUND	
Total DUI TECHNOLOGY FUND:	36.00
RECREATION FUND	
Total RECREATION FUND:	7,091.12
PARKS FUND	
Total PARKS FUND:	780.11
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	80.22
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	270,409.04
WASTEWATER FUND	
Total WASTEWATER FUND:	3,005.84
Grand Totals:	324,666.76

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 4-9-21 APPROVED BY Marlene Schenk

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on April 26, 2021

Covering weekly check runs dated for:

April 19, 2021/CY21.....$68,646.91

1 of 1

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0419","041901","0"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.210028 EMPLOYEE HEALTH INS. DED.								
WEX HEALTH, INC.	1323006-IN	0	FSA - MONTHLY	100.20	.00		041901	
Total 10.210028 EMPLOYEE HEALTH INS. DED.:				100.20	.00			
10.210515 DELTA DENTAL RESERVE								
DELTA DENTAL OF ILLINOIS	MARCH 2021	0	TOTAL ADMIN CHARGES; MARCH 2021	1,360.78	.00		041901	
DELTA DENTAL OF ILLINOIS	MARCH 2021	0	TOTAL CLAIMS CHARGE; MARCH 2021	13,085.52	.00		041901	
Total 10.210515 DELTA DENTAL RESERVE:				14,446.30	.00			
10.44301 BUILDING RENTAL								
MCHABCHEB, BEN	REFUND	0	RENTAL REFUND; MARRAKESH EXPRESS C	1,300.00	.00		041901	
Total 10.44301 BUILDING RENTAL:				1,300.00	.00			
Total :				15,846.50	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.206 SENIOR CITIZEN CAB SUBSIDY								
UNITED DISPATCH	67748	0	SENIOR CAB RIDES; MARCH 2021	124.20	.00		041901	
Total 10.511.00.206 SENIOR CITIZEN CAB SUBSIDY:				124.20	.00			
10.511.00.210 TELEPHONE								
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	49.76	.00		041901	
Total 10.511.00.210 TELEPHONE:				49.76	.00			
10.511.00.212 LEGAL SERVICES-POLICE								
BROWN, JANET	April2021	0	4/01/21 HEARING	200.00	.00		WF0419	
RAINES, SHAWNTE M	20-01	0	ADJUDICATORY HEARINGS 1.2020	800.00	.00		0	
Total 10.511.00.212 LEGAL SERVICES-POLICE:				1,000.00	.00			
10.511.00.299 OTHER CONTRACTUAL SERVICES								
MUNICIPAL CODE CORPORATION	00355829	0	CODIFICATION OF MUNICIPAL CODE	144.63	.00		WF0419	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:				144.63	.00			
10.511.00.303 DUES & PUBLICATIONS								
DUPAGE SENIOR CITIZENS COUNCIL	MAR2021	0	2021 ANNUAL DSCC PROGRAMS FUNDING	2,500.00	.00		WF0419	
Total 10.511.00.303 DUES & PUBLICATIONS:				2,500.00	.00			
10.511.00.656 FIRE & POLICE COMMISSION								
C.O.P.S AND F.I.R.E PERSONNEL	106424 r	0	PRE-EMPLYMNT PSYCH EXAM; FF CANDIDA	450.00	.00		WF0419	
Total 10.511.00.656 FIRE & POLICE COMMISSION:				450.00	.00			
Total PUBLIC AFFAIRS:				4,268.59	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.00.210 TELEPHONE								
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	49.76	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	34.01	.00		041901	
Total 10.512.00.210 TELEPHONE:				83.77	.00			
10.512.01.270 MAINT OF OFFICE EQUIPMENT								
DELL MARKETING LP	10476629963	0	10 LAPTOPS - TRUSTEES	12,043.20	.00		WF0419	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:				12,043.20	.00			
10.512.01.299 OTHER CONTRACTUAL SERVICES								
CIVIC PLUS	210967	0	VP INTRANET DEPT HEADER ANNUAL FEE	753.53	.00		041901	
KNO2 LLC	INV00015538	0	MONTHLY LINE AND DOMESTIC PAGES	22.21	.00		WF0419	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				775.74	.00			
Total MANAGER:				12,902.71	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.514.00.210 TELEPHONE								
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	1.88	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	149.28	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	102.03	.00		041901	
Total 10.514.00.210 TELEPHONE:				253.19	.00			
Total COMMUNITY DEVELOPMENT:				253.19	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.515.00.210 TELEPHONE								
CALL ONE	401252 4/21	0	Phone Service; 4/15-5/14/21	1,274.48	.00		041901	
Total 10.515.00.210 TELEPHONE:				1,274.48	.00			
Total CENTRAL SERVICES:				1,274.48	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.210 TELEPHONE								
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	18.48	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	1.88	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	49.76	.00		041901	
Total 10.518.00.210 TELEPHONE:				70.12	.00			
10.518.00.215 SHOP SERVICES								
CINTAS CORPORATION #344	4080324143	0	FLT UNIFORM & TOWELS	57.30	.00		WF0419	
Total 10.518.00.215 SHOP SERVICES:				57.30	.00			
10.518.00.309 GAS & DIESEL FUEL								
AL WARREN OIL COMPANY INC	W1380490	0	FLT UNLEADED FUEL 6059 GALS	14,565.83	.00		WF0419	
AL WARREN OIL COMPANY INC	W1380491	0	FLT BIO DIESEL 2020 GALS	4,913.65	.00		WF0419	
Total 10.518.00.309 GAS & DIESEL FUEL:				19,479.48	.00			
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS								
ALEXANDER EQUIPMENT CO	175993	0	TEETH FOR STUMP GRINDER & LOCKING N	423.60	.00		041901	
DUPAGE TIRE & AUTO CENTER INC	0155375	0	PD 190 TIRE REPLACEMENT	625.52	.00		WF0419	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:				1,049.12	.00			
Total GARAGE:				20,656.02	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.519.00.210 TELEPHONE								
VOSKRESENSKI, VASSILI	MARCH 2021	0	PERS PHONE REIMBURSEMENT; MARCH 20	24.99	.00		041901	
VOSKRESENSKI, VASSILI	MARCH 2021	0	USAGE REIMBURSEMENT; MARCH 2021	24.99	.00		041901	
Total 10.519.00.210 TELEPHONE:				49.98	.00			
Total ENGINEERING:				49.98	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.202 TRAINING & CONFERENCES								
BANASZEWSKI, BART	MEAL REIMB	0	TRAINING MEAL REIMBURSEMENT	30.45	.00		041901	
CAMPOBASSO, JACY	MEAL REIMB	0	TRAINING MEAL REIMBURSEMENT	27.05	.00		041901	
JARZEMBOWSKI, JOSEPH	MEAL REIMB	0	TRAINING MEAL REIMBURSEMENT	15.00	.00		041901	
LAY, STEVEN	MEAL REIMB	0	TRAINING MEAL REIMBURSEMENT	28.40	.00		041901	
POLLACK, KEVIN	MEAL REIMB	0	TRAINING MEAL REIMBURSEMENT	21.69	.00		041901	
Total 10.520.01.202 TRAINING & CONFERENCES:				122.59	.00			
10.520.01.210 TELEPHONE								
VERIZON WIRELESS	9876709083	0	POLE CAMERAS AND CELL PHONES 3.2.21-	819.59	.00		WF0419	
Total 10.520.01.210 TELEPHONE:				819.59	.00			
10.520.01.263 POST RETIREMENT BENEFITS								
BREGMAN, MARC	APR 2021	0	POST RETIREMENT BENEFIT; APR 2021	125.00	.00		041901	
MCNAMARA, JAMES J	APR 2021	0	POST RETIREMENT BENEFIT; APR 2021	125.00	.00		041901	
ZORICH, EDWARD	APR 2021	0	POST RETIREMENT BENEFIT; APR 2021	125.00	.00		041901	
Total 10.520.01.263 POST RETIREMENT BENEFITS:				375.00	.00			
10.520.01.299 OTHER CONTRACTUAL SERVICES								
C.O.P.S AND F.I.R.E PERSONNEL	106432	0	PRE EMPLYMNT PSYCH EXAM; JW	450.00	.00		WF0419	
C.O.P.S AND F.I.R.E PERSONNEL	106439	0	PRE-EMPLYMNT PSYCH EXAM; CV AND JP	900.00	.00		WF0419	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:				1,350.00	.00			
10.520.08.399 OTHER SUPPLIES								
ILLINOIS SECRETARY OF STATE	#149-2021	0	PLATE RENEWAL FOR PD SQUAD #194	151.00	.00		041901	
ILLINOIS SECRETARY OF STATE	#152-2021	0	PLATE RENEWAL FOR PD SQUAD #152	151.00	.00		041901	
Total 10.520.08.399 OTHER SUPPLIES:				302.00	.00			
10.520.09.320 K-9								
ROL VEL RUL, MATEUSZ	TRAINING REIMB	0	TRAVEL TO MICHIGAN FOR K9 TRAINING	282.67	.00		041901	
Total 10.520.09.320 K-9:				282.67	.00			
Total POLICE:				3,251.85	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.210 TELEPHONE								
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	49.76	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	34.01	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	55.44	.00		041901	
Total 10.521.01.210 TELEPHONE:				139.21	.00			
10.521.01.263 POST RETIREMENT BENEFITS								
VICELLI, LOUIS	APR 2021	0	POST RETIREMENT BENEFIT; APR 2021	125.00	.00		041901	
Total 10.521.01.263 POST RETIREMENT BENEFITS:				125.00	.00			
10.521.01.299 OTHER CONTRACTUAL SERVICES								
KOZIOL REPORTING SERVICE	2051	0	COURT REPORTER FOR INVESTIGATION	1,000.00	.00		WF0419	
KOZIOL REPORTING SERVICE	2052	0	COURT REPORTER FOR INVESTIGATION	530.00	.00		WF0419	
VERIZON WIRELESS	9874923872	0	WIRELESS SERVICE (4) AIRLINKS (7) IPADS	419.44	.00		WF0419	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:				1,949.44	.00			
10.521.01.315 BUILDING MAINT SUPPLIES								
CASE LOTS INC	3905	10045	(3) CASES PAPER TOWELS (2) CENTER PUL	184.50	.00		WF0419	
CASE LOTS INC	3905	0	(1) CASE TOILET PAPER (2) BOXES DISHWA	122.80	.00		WF0419	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:				307.30	.00			
10.521.22.299 OTHER CONTRACTUAL SERVICES								
AIR ONE EQUIPMENT INC	166928	0	REPAIR STA 82 COMPRESSOR LEAK	155.76	.00		WF0419	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:				155.76	.00			
Total FIRE:				2,676.71	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.210 TELEPHONE								
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	73.92	.00		041901	
Total 10.523.02.210 TELEPHONE:				73.92	.00			
10.523.02.299 OTHER CONTRACTUAL SERVICES								
PARAMEDIC BILLING SERVICES	FEB 2021 AMB BILLING	0	AMBULANCE BILLING FEES - FEB 2021	506.57	.00		WF0419	
Total 10.523.02.299 OTHER CONTRACTUAL SERVICES:				506.57	.00			
Total AMBULANCE/PARAMEDIC:				580.49	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.210 TELEPHONE								
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	18.48	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	13.16	.00		041901	
Total 10.525.01.210 TELEPHONE:				31.64	.00			
10.525.01.299 OTHER CONTRACTUAL SERVICES								
AVERY DENNISON CORP	61741310	0	SOFTWARE UPGRADE FOR SIGN DESIGN A	995.00	.00		041901	
Total 10.525.01.299 OTHER CONTRACTUAL SERVICES:				995.00	.00			
10.525.26.343 STONE								
DUPAGE MATERIALS COMPANY, LLC.	13311	0	20.32 TNS STONE	142.24	.00		041901	
Total 10.525.26.343 STONE:				142.24	.00			
Total STREET:				1,168.88	.00			
Total CORPORATE FUND:				62,929.40	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
19.520.01.310 DUI TECHNOLOGY EXPENDITURES								
ILLINOIS PHLEBOTOMY SERVICES	1311	0	PHLEBOTOMY SERVICE FOR DUI	125.00	.00		WF0419	
Total 19.520.01.310 DUI TECHNOLOGY EXPENDITURES:				125.00	.00			
Total POLICE:				125.00	.00			
Total DUI TECHNOLOGY FUND:				125.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.210 TELEPHONE								
CALL ONE	401252 4/21	0	Phone Service; 4/15-5/14/21	299.77	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	248.80	.00		041901	
Total 35.502.01.210 TELEPHONE:				548.57	.00			
35.502.35.311 PROGRAM SUPPLIES								
DUPAGE COUNTY DIVISION	07.2021	0	2021 PP PERMIT- KIWANIS CONCERTS	50.00	.00		WF0419	
Total 35.502.35.311 PROGRAM SUPPLIES:				50.00	.00			
Total GENERAL:				598.57	.00			
Total RECREATION FUND:				598.57	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.210 TELEPHONE								
CALL ONE	401252 4/21	0	Phone Service; 4/15-5/14/21	54.35	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	199.04	.00		041901	
Total 36.502.01.210 TELEPHONE:				253.39	.00			
36.502.02.210 TELEPHONE								
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	92.40	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	3.76	.00		041901	
Total 36.502.02.210 TELEPHONE:				96.16	.00			
36.502.02.305 TURF SUPPLIES								
CONSERV FS	66042461	0	PKS STN DIMENSION PART	237.75	.00		WF0419	
Total 36.502.02.305 TURF SUPPLIES:				237.75	.00			
36.502.02.319 ATHLETIC FIELD MATERIALS								
PIONEER MANUFACTURING CO	INV782560	0	FIELD WHITE STRIPE	2,562.00	.00		WF0419	
Total 36.502.02.319 ATHLETIC FIELD MATERIALS:				2,562.00	.00			
36.502.02.399 OTHER SUPPLIES								
TERRACE SUPPLY COMPANY	01022260	0	MAR PKS TOOL RENTAL	25.42	.00		WF0419	
TERRACE SUPPLY COMPANY	01022261	0	MAR PKS TOOL RENTAL	19.53	.00		WF0419	
TERRACE SUPPLY COMPANY	01022262	0	MAR PKES TOOL RENTAL	13.64	.00		WF0419	
Total 36.502.02.399 OTHER SUPPLIES:				58.59	.00			
Total GENERAL:				3,207.89	.00			
Total PARKS FUND:				3,207.89	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
41.502.01.210 TELEPHONE								
CALL ONE	401252 4/21	0	Phone Service; 4/15-5/14/21	50.84	.00		041901	
Total 41.502.01.210 TELEPHONE:				50.84	.00			
41.502.03.302 CHEMICALS								
AQUA PURE ENTERPRISES INC	0134623-IN	0	POOL CHLORINE SUPPLIES	250.87	.00		WF0419	
Total 41.502.03.302 CHEMICALS:				250.87	.00			
Total GENERAL:				301.71	.00			
Total SWIMMING POOL FUND:				301.71	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.210 TELEPHONE								
TODOROVIC, MIKE	FEB-MAR 2021	0	PERS PHONE REIMBURSEMENT; FEBRUAR	24.99	.00		041901	
TODOROVIC, MIKE	FEB-MAR 2021	0	PERS PHONE REIMBURSEMENT; MARCH 20	24.99	.00		041901	
TODOROVIC, MIKE	FEB-MAR 2021	0	USAGE REIMBURSEMENT; FEBRUARY 2021	24.99	.00		041901	
TODOROVIC, MIKE	FEB-MAR 2021	0	USAGE REIMBURSEMENT; MARCH 2021	24.99	.00		041901	
Total 60.502.02.210 TELEPHONE:				99.96	.00			
60.502.02.299 OTHER CONTRACTUAL SERVICES								
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	34.01	.00		041901	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				34.01	.00			
Total GENERAL:				133.97	.00			
Total STREET IMPROVEMENT FUND:				133.97	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.210 TELEPHONE								
CALL ONE	401252 4/21	0	Phone Service; 4/15-5/14/21	36.81	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	36.96	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	7.52	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	49.76	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	38.01	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	102.03	.00		041901	
Total 82.502.01.210 TELEPHONE:				271.09	.00			
Total GENERAL:				271.09	.00			
Total WATER SUPPLY FUND:				271.09	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.210 TELEPHONE								
CALL ONE	401252 4/21	0	Phone Service; 4/15-5/14/21	36.81	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	36.83	.00		041901	
VERIZON WIRELESS	9876437121	0	WIRELESS SERVICE FROM 2/21-3/26/21	5.64	.00		041901	
Total 83.502.01.210 TELEPHONE:				79.28	.00			
83.502.02.401 CAPITAL OUTLAY								
GRENIER, JUDITH	744 S EUCLID	0	REIMB ROW SEWER REPAIR; 744 S EUCLID	1,000.00	.00		041901	
Total 83.502.02.401 CAPITAL OUTLAY:				1,000.00	.00			
Total GENERAL:				1,079.28	.00			
Total WASTEWATER FUND:				1,079.28	.00			
Grand Totals:				68,646.91	.00			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	62,929.40
DUI TECHNOLOGY FUND	
Total DUI TECHNOLOGY FUND:	125.00
RECREATION FUND	
Total RECREATION FUND:	598.57
PARKS FUND	
Total PARKS FUND:	3,207.89
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	301.71
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	133.97
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	271.09
WASTEWATER FUND	
Total WASTEWATER FUND:	1,079.28
Grand Totals:	68,646.91

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 4-21-2021 APPROVED BY Marlene Schaible

Amount Paid

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0419","041901","0"

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Ordinances
Agenda Section: First Reading on Ordinances to be Codified

Subject:
Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Village Code Creating the Position of Assistant Village Manager

Suggested Action:
The Village wishes to consider creating the position of Assistant Village Manager. In light of pending staffing changes, there is an opportunity to assemble certain job tasks/functions under one individual and create the position of Assistant Village Manager. This position would report to the Village Manager and support the Village Manager in their absence. Attached is a brief job description for this position. The costs for this position are budgeted within Finance Salaries and Wages fund account number 10.513.00.101

Attachments:
ORD - Assistant Mgr.docx
Assistant Village Manager Job Description...4.9.2021.docx

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING THE VILLAGE CODE CREATING THE POSITION OF ASSISTANT VILLAGE MANAGER

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "*Village*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, the Village Board has considered a request to amend the Villa Park Municipal Code to provide for the position of Assistant Village Manager with such qualifications and duties as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. That Chapter 2 of the Villa Park Municipal Code is hereby amended by adding the following new Article Va:

"**ARTICLE Va. ASSISTANT VILLAGE MANAGER**.

Sec 2-5a01. Office created.

There is hereby created the office of Assistant Village Manager.

Sec. 2-5a02. Designation, term and removal.

The Village Manager shall appoint an Assistant Village Manager, who shall serve for an indefinite term.

Sec. 2-5a03. Qualifications.

The Assistant Village Manager shall have knowledge and experience of finance, budgeting and accounting, municipal government management, human resources, employee benefits and public risk management. The Assistant Village Manager shall possess a bachelor degree in Public Administration or related field or five (5) years of experience in a comparable management or specialist position.

Sec. 2-5a04. Powers and duties.

The Assistant Village Manager shall have the powers and duties as determined by the Village Manager."

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

Resolution No. _____

Passed this ____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

Approved this _____day of _____, 2021
.

_____
Village President

Attest:

_____
Village Clerk

Assistant Village Manager

Definition and Purpose:
This position is responsible for the professional and administrative managerial work required for managing the day to day functions of Village government and certain aspects of the Village Manager's Office.

This position requires maintaining frequent and meaningful contact with the public, employee groups and departmental management in interpreting human capital needs, interpreting risk management and employee benefit rules, regulations, policies and procedures. The work is performed with considerable independence and latitude and the incumbent must be able to apply considerable use of tact, diplomacy and confidentiality. This position functions under direct supervision of the Village Manager.

Characteristics Functions and Duties:

- Provides support to the Village Manager and staff on any matter where threatened or pending litigation exists; provides support on personnel issues; assists in the interpretation of federal and state laws and related requirements; provides support on matters pertaining to the Village Code; reviews agreements, leases and contracts with Village consultants and other outside parties; and any other matter deemed appropriate by the Village Manager.
- Serve as Village's Personnel Officer. Oversee recruitment and selection of Village employees, monitor compliance of personnel rules and regulations and union collective bargaining agreements, monitor and facilitate various employee training, and maintain official personnel records.
- Oversee administration of employee benefits including health, dental, vision, life insurance, leave programs, and safety programs. Prepare and present benefit programs to the Village Manager and Village Board.
- Review the budget including forecasting data and reports.
- Serve as delegate to Intergovernmental Risk Management (IRMA) liability insurance pool.
- Supervise Communications Specialist including social media content, Village website updates, and Freedom of Information (FOIA) program.
- Supervise the Village's Internet Technology (IT) department.
- Ensure Village board meeting agendas are assembled, reviewed for accuracy, posted, and broadcast through various platforms in a timely manner.
- Ensure all committee meeting agendas and minutes are posted and archived in a timely manner.
- Responsible for ensuring Village events are captured through audio and video productions.
- Participate in union negotiations.
- Conduct management studies of various department programs and activities.
- Direct and supervise the completion of special projects and other tasks as assigned. Projects may include presentations to various boards, committees, and representation on various employee or resident committees.
- Serve as Acting Village Manager in the absence of the Village Manager.

DRAFT

Knowledge Skills and Abilities:
Knowledge of the practices and principles of human resource and public risk management including employee benefit functions; knowledge of public administration principles as they apply to municipal government management; some knowledge of the practices, terminology and requirements of a wide variety of municipal government occupations; some knowledge of Village governmental functions and organization; considerable knowledge of employment rules, regulations and law; knowledge of employee benefit administration and public sector employment law. Computer knowledge will include at minimum Microsoft office suites, Power Point and other web based analytical software or programs. Considerable skill in communicating effectively both orally and in written form. Considerable ability to develop long-range plans for employee, risk management and employee benefit functions and ability to establish and maintain effective working relationships with Village management, employees and their representatives, business and professional groups and the general public.

Minimum Experience and Training Requirements:
Bachelor degree in Public Administration or related field and five years of experience in comparable management or specialist position. Master's degree preferred.

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Michael Guerra
Submitting Department: Public Works
Item Type: Ordinances
Agenda Section: Second Reading on Ordinances to be Codified

Subject:
An Ordinance of the Village of Villa Park Amending Water and Wastewater Rates and Charges

Suggested Action:
Stanley Consultants was selected to perform a water and wastewater rate study for the Village at the October 12, 2020 Board Meeting. The focus of the study was to analyze the fees charged in both water and wastewater utilities to ensure that the Village will have enough revenue to fund the daily operations and the planned capital improvements that are identified in the Village's Capital Improvement plan. The rate study projected expenses for both water and wastewater utilities for the next five years including the anticipated cost for low-interest loans for capital projects. Overall the recommendation was to raise rates for water usage, water customer charge, sewer usage, wastewater customer charges, combination sewer charges, and the backflow prevention devices (RPZ) program fee.

The proposed rates will increase the monthly cost for Villa Park residents. The proposal will increase the monthly cost for water by approximately $0.75 a month for an average family and $0.70 a month for wastewater charges. In reviewing neighboring communities, the proposed water rate will be slightly higher than the average rate for neighboring communities in 2021 by $0.72 a month but the wastewater rate is lower than the average rate by $3.83. It should be noted that the wastewater rate does not include SCSD treatment charges.

These are proposed rates and the Village Board may elect alternate rates. Any reduction in rates will have a direct impact on the completion of the capital plan as there will not be sufficient funding for all planned future projects or repayment of low-interest loans. This will further delay improvements or projects will have to be removed from the capital plan at the Board's discretion.

Recommendation:

Staff recommends approval of of the Ordinance of the Village of Villa Park in Amending Water and Wastewater Rates and Charges.

Attachments:
Memo - Amending Water and Wastewater Rates and Charges.docx
ORD - Amending Water and Sewer Rates 2021.docx.docx

Memo

To: Rich Keehner, Jr., Village Manager

From: Michael Guerra, P.E., Director of Public Works

Date: April 4, 2021

Re: An Ordinance of the Village of Villa Park Amending Water and Wastewater Rates and Charges

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Stanley Consultants was selected to perform a water and wastewater rate study for the Village at the October 12, 2020 Board Meeting as the last study was performed in 2016. The focus of the study was to analyze the fees charged in both utilities to ensure that the Village will have enough revenue to fund the daily operations and the planned capital improvements that are identified in the Village's Capital Improvement plan. The rate study projected expenses for both utilities for the next five years, including the anticipated cost for low-interest loans for capital projects. Overall the Capital Improvement plan identifies requests for IEPA low-interest loans of $7.7 million for potable water-related projects and $20.5 million for wastewater and sewer separation projects.

Water infrastructure projects requiring IEPA low-interest loans include:

Water Meter System Upgrades $2.5 million
College Street Improvements $2.475 million
Myrtle Avenue Improvements $473,000
Plymouth Street Water Main $2.253 million

Wastewater infrastructure projects requiring IEPA low-interest loans include:

Wastewater - Park Blvd Sewer Rehabilitation - $3.036 million
Wastewater - WWFTF Improvements $480,000
Sewer Separation - Charles Ave Improvements $650,000
Sewer Separation – Maple Ave Improvements $1.864 million
Sewer Separation – Monterey Ave Improvements $3.245 million
Sewer Separation – Wisconsin Ave. Improvements $1.464 million
Sewer Separation – Washington Area Separation $6.648 million
Sewer Separation – Euclid Ave Improvements $636,000
Sewer Separation – Westmore Ave. Improvement $708,000
Sewer Separation – Yale Ave Improvements $1.716 million

In addition to these projects, the Village currently has five (5) IEPA low-interest loans in repayment with an annual debt service of $239,000 and will reach nearly $1.4 million by 2024 with the completion of projects. The rate study also incorporated the capital improvements that did not involve low-interest loans, such as improvements to the water and wastewater SCADA system, recoating Plymouth Ave. Water Tower, Biermann Ave Improvement, Jackson Street, Wisconsin Ave, and other road projects that require service relocations or sewer repairs along with unplanned smaller projects will occur in the next five years.

Stanley Consultants has concluded that rate increases for water and wastewater are needed to accommodate the capital improvements and maintain the daily operations.

Proposed water rates.

The rate increases in the water study are to provide a tiered approach to increase reviews steadily over the 5 year period. The annual revenue is expected to increase from $5.81 million to $6.42 million in 2025. The recommendation is to increase the Water Volume rates and the fixed customer charges by 1% in 2021, 1% in 2022, 3.6% in 2023, 3.2% in 2024, and 1.1% in 2025. The reason for these rate increases is to account for the inclusion of the debt service for the capital projects listed above. They are also proposing to increase the maintenance fee for the backflow prevention device to an annual cost of $16.80 to account for BSI software expenses to track the program. This will increase the monthly fee by $0.20.

Proposed wastewater rates.

The rate increases in the wastewater and sewer separation fees also follow a tiered approach. The recommendation would be to raise the wastewater volume and fixed customer rate by 1.5% each year and a 10% increase to the combined sewer separation charge each year. This will increase the revenue from $2.78 million currently to $3.14 million in 2025. It should be noted that there have not been any rate increases to the wastewater rates since 2017 and these increases are needed to offset the significant increase in the debt service to cover the proposed projects.

Overall impact to Residents

The proposed rates will increase the monthly cost for Villa Park residents. The proposal will increase the monthly cost for water by approximately $0.75 a month for an average family and $0.70 a month for wastewater charges. In reviewing neighboring communities, the proposed water rate will be slightly higher than the average rate for neighboring communities in 2021 by $0.72 a month but the wastewater rate is lower than the average rate by $3.83. It should be noted that the wastewater rate does not include SCSD treatment charges.

These are proposed rates and the Village Board may elect alternate rates. Any reduction in rates will have a direct impact on the completion of the capital plan as there will not be sufficient funding for all planned future projects or repayment of low-interest loans. This will further delay improvements or projects will have to be removed from the capital plan at the Board's discretion.

RECOMMENDATION:

Staff recommends approval of the Ordinance of the Village of Villa Park in Amending Water and Wastewater Rates and Charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING WATER AND WASTEWATER RATES AND CHARGES

WHEREAS, the Village of Villa Park (the "*Village*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to section 5/11-129-6 and 5/11-117-12 of the Illinois Municipal Code, as amended, (65 ILCS 5/11-129-6 and 5/11-117-12), the Village has the power and authority to determine the rate for water and wastewater usage, which rates shall be sufficient to meet operation and maintenance costs, provide a depreciation fund and meet any revenue bond payments; and,

WHEREAS, the President and Board of Trustees received and reviewed a water and wastewater rate study dated April 2021 by Stanley Consultants that determined rate increases were required to maintain water and wastewater services to fund capital expenses related to the Village's proposed capital improvement program; provide for the increasing utility costs due to inflation; cover the increased maintenance costs, compensate for the declining water usage due to ongoing conservation efforts; and, pay for the water rate increases programmed by the City of Chicago and the DuPage Water Commission.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. That the Villa Park Municipal Code, as amended, be and is hereby amended by amending Subsection 25-104(b) to read as follows:

"(b) The following rates and charges are hereby established:

(1) Water rates:

a. For property users within the village, a charge per one thousand (1,000) gallons based on the following schedule:

Effective Date	Rate
Current rate:	$9.05
Bills rendered as of 7/01/2021	$9.14
Bills rendered as of 1/1/22	$9.23

Bills rendered as of 1/1/23	$9.56
Bills rendered as of 1/1/24	$9.87
Bills rendered as of 1/1/25	$9.98

and a customer charge per account per month as follows:

Size of meter	Current	Bills rendered as of 7/1/21	Bills rendered as of 1/1/22	Bills rendered as of 1/1/23	Bills rendered as of 1/1/24	Bills rendered as of 1/1/25
3/4 inch	$4.47	$4.79	$4.84	$5.01	$5.17	$5.23
1 inch	$8.05	$8.63	$8.72	$9.03	$9.32	$9.42
1 ¼ inch	$12.52	$13.41	$13.54	$14.03	$14.48	$14.64
81 ½ inch	$17.88	$19.15	$19.34	$20.04	$20.68	$20.91
2 inch	$31.74	$34.00	$34.34	$35.58	$36.72	$37.12
3 inch	$71.52	$75.59	$76.35	$79.10	$81.63	$82.53
4 inch or larger	$126.95	$135.97	$137.33	$142.27	$146.82	$148.44

b. For property not located within the village corporate limits, a charge per one thousand(1,000) gallons based on the following schedule:

Effective Date	Rate
Current rate:	$18.10
Bills rendered as of 7/01/2021	$18.24
Bills rendered as of 1/1/22	$18.46
Bills rendered as of 1/1/23	$19.12

Bills rendered as of 1/1/24	$19.74
Bills rendered as of 1/1/25	$19.96

and the customer charge per account per month by size of meter as shown above in this subsection.

(2) Sewer rates:

For all users of the Village wastewater treatment and collection system, a charge per one thousand (1,000) gallons based on the following schedule:

Effective Date	Rate
Current rate:	$3.57
Bills rendered as of 7/1/21	$3.62
Bills rendered as of 1/1/22	$3.67
Bills rendered as of 1/1/23	$3.73
Bills rendered as of 1/1/24	$3.79
Bills rendered as of 1/1/25	$3.85

and a waste water customer charge per account per month as follows:

Effective Date	Rate
Current rate:	$1.66
Bills rendered as of 7/1/21	$1.68
Bills rendered as of 1/1/22	$1.71
Bills rendered as of 1/1/23	$1.74
Bills rendered as of 1/1/24	$1.77
Bills rendered as of 1/1/25	$1.80

(4) *Combined Sewer Separation Charge*: Commencing on July 1, 2021, the combined sewer separation charge will be based on the following schedule:

Effective Date	Residential	Commercial, Industrial, Multifamily

Current	$3.00	$6.00
Bills rendered as of 7/1/21	$3.30	$6.60
Bills rendered as of 1/1/22	$3.63	$7.26
Bills rendered as of 1/1/23	$3.99	$7.98
Bills rendered as of 1/1/24	$4.39	$8.78
Bills rendered as of 1/1/25	$4.83	$9.66

Residential rates are for customer service accounts with two dwelling units or less and sanitary sewer commercial, industrial and residential multi-family (with more than two dwelling units) customer service accounts which shall be charged upon a monthly period or any portion thereof. The combined sewer separation charge shall only be used to fund the separation of the combined storm and sanitary sewer systems. The combined sewer separation charge shall be billed on a common statement and collected along with water and sewer system charges. If payment is insufficient to pay the total of all portions of the utility bill, the payment shall be applied first to the water service charges. Commencing on February 1, 2017, the combined sewer separation charge of a residential customer service account of a person enrolled in the State of Illinois Benefit Access Program, that provides proof of such enrollment to the finance department and occupying a single-family residence shall be charged only fifty (50) percent of the combined sewer separation

Section 2. That the Villa Park Municipal Code, as amended, be and is hereby amended by amending Subsection 25-383 to read as follows:

(g) The director of public works shall maintain a database of backflow prevention devices, including the name and address of the consumer. The director shall cause annual reminder notices for testing of the devices to be sent to consumers, shall cause inspection reports to be reviewed and verified, and may periodically cause field tests to be performed on devices in use. Each commercial or industrial consumer shall pay an annual fee of sixteen dollars and eighty cents ($16.80) pursuant to this program, which fee shall be included on a pro-rated basis in the consumer's water bill**.**

Section 3. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed this _____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Ordinance No. ____

Approved this _____ day of _____, 2021.

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2021

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Doris Pacenti
Submitting Department: Police Department
Item Type: Ordinances
Agenda Section: Second Reading on Ordinances to be Codified

Subject:
An Ordinance of the Village of Villa Park, DuPage County, Illinois Amending the Villa Park Municipal Code Relating to Immobilization of Motor Vehicles and Fines for Immobilization

Suggested Action:
The Police Department has identified approximately twenty-six vehicle owners with multiple unpaid parking tickets. Attempts to collect unpaid parking fines through notices, adjudication and collections have been ignored. The top five offenders owe the Village a cumulative total of $59,062.50.

Staff consulted with the Village's Attorney and Adjudication Hearing Officer to provide guidance that would be used to create a more understandable and enforceable vehicle immobilization code. Attached is a copy of the Village's existing code containing highlighted text illustrating the proposed revisions. Staff recommends approval of this ordinance.

Attachments:
Memo-Immoblization Fines Ordinance Clean Up 4.6.21.docx
Immobilization_Ordinance_2021.docx
Villa Park Current Code proposed changes marked.docx

Office of the Village Manager

Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181-2696

MEMORANDUM

TO: President Bulthuis, Clerk Korynecky, Trustee Cilella, Trustee Cuzzone, Trustee Murphy, Trustee Patrick, Trustee Tucker, Trustee Wagner

CC: Attorney Kathi Field Orr

FROM: Village Manager Rich Keehner, Jr.

DATE: April 6, 2021

RE: Immobilization Fines

The Police Department has identified approximately twenty-six vehicle owners with multiple unpaid parking tickets. Attempts to collect unpaid parking fines through notices, adjudication and collections have been ignored.

As of March 3, 2021 twenty-nine (29) vehicles had received tickets with current fine amounts totaling over $1,600. Six (6) of those owe more than $5,000. The top five offenders owe the Village a cumulative total of $59,062.50. This total is less than half of the total amount owed to the Village by unpaid parking tickets; which is broken down as follows:

Offender	Debt Owed to the Village
1	$6,412.50
2	$6,750.00
3	$8,437.50
4	$9,787.50
5	$27,675.00
TOTAL	**$59,062.50**

The Village is experiencing difficulty in collecting overdue fines relating to unpaid parking tickets. The current Village Code contains a section to provide for the immobilization of motor vehicles for outstanding unpaid violations.

Staff consulted with the Village's Attorney and Adjudication Hearing Officer to provide guidance that would be used to create a more understandable and enforceable vehicle immobilization code. Revisions to Village code contained within this ordinance represent those changes. Staff recommends approval of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS AMENDING THE VILLA PARK MUNICIPAL CODE RELATING TO IMMOBILIZATION OF MOTOR VEHICLES AND FINES FOR IMMOBILIZATION

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "*Village*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the President and Board of Trustees of the Village believe it is in the best interests of the Village and its residents to amend the Villa Park Municipal Code to provide for the immobilization of motor vehicles for outstanding unpaid violations and for fines to be imposed, therefore.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. That the Villa Park Municipal Code be amended by deleting Section 26-113 in its entirety and inserting in lieu thereof the following:

Section 26-113. Immobilization of Motor Vehicles.

(a) Any motor vehicle whose registered owner has been determined to be liable for five (5) or more vehicular standing or parking regulation violation(s), for which the fines or penalties which have been assessed remain unpaid, may be immobilized if:

(1) The person determined to be liable for five (5) or more violations is the registered owner of a motor vehicle located within the Village's geographical boundaries.

(2) A notice has been sent by first-class mail to the registered owner of the motor vehicle located within the geographical boundaries of the Village, which contains the following:

(i) That a final determination has been made on five (5) or more ordinance violations for which the fines and penalties remain unpaid;

(ii) A listing of the violations for which the registered owner has been determined to be liable, which shall include for each violation:

1. The ordinance violation notice number;
2. Date of issuance; and,
3. Total amount of fines and penalties assessed;

(iii) That the motor vehicle registered to the person receiving notice pursuant to this Section located within the Village is subject to immobilization if the fines and penalties are not paid within seven (7) days of the date of the notice;

(iv) Date of immobilization; and

(v) That the registered owner may contest the validity of the notice and the impending immobilization by requesting a hearing within seven (7) days of the date of the notice and depositing collateral in the amount of fifty percent (50%) of the total outstanding fines or five hundred dollars ($500.00), whichever is less (the "Collateral") and submitting evidence which would conclusively disprove liability for either of the following reasons:

(a) That the registered owner was not the owner or lessee of the vehicle on the dates the notices of violation were issued; or,

(b) The fines for the violations from the Village in the notice were paid in full.

(3) If the registered owner of the motor vehicle to whom notice was sent fails to make payment of the fines or penalties as specified in the notice or fails to request a hearing and appear with evidence to conclusively disprove liability before the ordinance enforcement administrator, the motor vehicle shall be immobilized.

Section 26-114. *Request for Hearing on Validity of the Notice and the Impending Immobilization of a Motor Vehicle*.

(1) Upon the receipt of the request for hearing to contest the validity of the notice of impending immobilization and the deposit of the Collateral, the ordinance enforcement administrator shall schedule an administrative hearing on the next scheduled hearing date or, if sooner, scheduled by the ordinance enforcement administrator for a good cause shown, but in no case shall the hearing be scheduled later than thirty (30) days after the request for a hearing is filed. The ordinance enforcement administrator shall cause a notice of the hearing date to be sent to the registered owner by first-class mail, postage prepaid to the address as is set forth on the request for a hearing. Service of the notice shall be complete on the date it is placed in the United States mail.

(2) Failure to attend the hearing shall result in forfeiture of the right to a hearing, and the Collateral in the amount deposited shall be forfeited.

(3) At the hearing, if the registered owner of the vehicle fails to disprove liability for the fines by submitting evidence that the owner was not the owner or lessee of the vehicle on the dates the violations were issued or proof that payment in full has been made, the motor vehicle shall be immediately immobilized.

Section 26-115. Notice of Immobilization Affixed to Vehicle. Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. Such notice shall warn that the vehicle has been immobilized and that any attempt to move the vehicle may result in its damage. The notice shall also state that the unauthorized removal of or damage to the immobilizing restraint is a violation of Sections 16-1 and 21-1 of the *Illinois Criminal Code*, 720 ILCS 5/1-1 *et seq*. The notice also shall provide the following information specifying that a release of the immobilizing restraint may be had by paying all the fines and penalties, if any, on the outstanding violations for which notice has been sent prior to the date of the immobilization.

Section 26-116. Towing of Immobilized Vehicle. If the immobilizing restraint has not been released within seventy-two (72) hours of its placement, the vehicle shall be towed and impounded.

Section 26-117. Post-Towing Notice. Within ten (10) days after a vehicle has been towed and impounded, notice of impoundment shall be sent by certified mail, return receipt requested, to the registered owner of the vehicle. The notice shall state that the owner has the right to a post-towing hearing upon submittal of a request for a hearing

within fourteen (14) days of the notice of impoundment and that if the vehicle is not claimed within thirty-five (35) days from the date of the notice, the vehicle may be sold or otherwise disposed of in accordance with the *Illinois Vehicle Code*.

Section 26-118. Hearing in Case of Vehicle Towing/ Impoundment.

(1) The owner of a towed vehicle or other interested person shall have the right to request a hearing to determine whether the towing was erroneous if the owner files a written demand for a hearing before the ordinance enforcement administrator within fourteen (14) days after issuance of the notice specified in Section 26-117 or within fourteen (14) days of towing, whichever is later, and shall deposit the Collateral. Failure to request a hearing shall be deemed a waiver of the right to a hearing. Failure to attend a scheduled hearing shall result in the forfeiture of any amount deposited pursuant to 26-118.

(2) Upon receipt of a written demand for hearing, the ordinance enforcement officer shall schedule an administrative hearing to contest the validity of the towing. In the event that the registered owner fails to appear at the hearing, any amount deposited shall be forfeited. A hearing provided by this Section shall not determine the validity of or otherwise adjudicate any citation or notice of ordinance violation issued relative to the immobilized vehicle but shall only relate to whether the vehicle was properly towed by determining whether the owner previously submitted evidence required by this Chapter.

Section 26-119. Fines and Fees for Immobilization and Towing/Impoundment. In addition to the fines for the ordinance violations, the fine for immobilization shall be one hundred dollars ($100.00), and the fine for towing shall be an amount not to exceed five

hundred dollars ($500.00). The owner of the vehicle shall also be charged reasonable storage and towing fees should the vehicle be removed to a private storage facility, provided that no fees shall be assessed for any tow which has been determined to be erroneous.

Section 26-120. Towing Services. The ordinance enforcement administrator shall appoint or retain the services of an individual, agency, or company to tow and impound vehicles in accordance herewith; provided that that individual, agency, or company is fully insured and licensed according to local or state law and has available a secured impound area within which to retain vehicles impounded hereunder. For the purpose of this section, a secured area shall mean an area bounded by a fence, chain-link, or otherwise, of a sufficient height and with locking gates so as to minimize to prevent unauthorized entry into the impounded vehicles.

Passed this _____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2021.

_____
Village President

Ordinance No.: ____ 7

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2021

Sec. 26-113. Immobilization/towing and impoundment of motor vehicles.

(a) Any motor vehicle whose registered owner has been determined to be liable for five (5) or more vehicular standing or parking regulation violation(s), for which the fines or penalties assessed remain unpaid, may be immobilized ~~, booted, or towed and impounded~~ if:

~~(1) The ordinance enforcement administrator has determined that a person has been determined to be liable for five (5) or more ordinance violations, for which the fines or penalties remain unpaid.~~

(1) The person determined to be liable for five (5) or more violations is the registered owner of a motor vehicle located within the village geographical boundaries.

(2) A ~~seizure~~ notice has been sent by first class mail to the registered owner of the motor vehicle located within the geographical boundaries of the village which contains ~~, but shall not be limited to~~ the following:

~~a.~~ (i) That a final determination has been made on five (5) or more ordinance violations for which the fines and penalties remain unpaid~~.~~ ;

~~b.~~ (ii) A listing of the violations for which the ~~person~~ registered owner has been determined to be liable, which shall include for each violation:

1. The ordinance violation notice number;

2. Date of issuance; and

3. Total amount of fines and penalties assessed.

~~c.~~ (iii) That the motor vehicle ~~owned by the person~~ registered to the person receiving notice pursuant to this Section and located within the village is subject to immobilization ~~and/or towing and impoundment~~ if the fines and penalties are not paid within seven (7) days of the date of the notice~~.~~ ;

~~d.~~ (iv) Date of immobilization; and

~~e. Date of impending towing and impoundment.~~

~~f.~~ (v) That the registered owner may contest the validity of the notice and the impending immobilization by requesting a hearing ~~by appearing in person before the village hearing officer~~ within seven (7) days of the date of the notice ~~and submitting evidence which would conclusively disprove liability, such as the following:~~ and depositing collateral in the amount of fifty percent (50%) of the total outstanding fines or five hundred dollars ($500.00), whichever is less (the "Collateral") and submitting evidence which would conclusively disprove liability for either of the following reasons:

~~1.~~ (a) That the registered owner was not the owner or lessee of the vehicle on the ~~date or~~ dates the notices of violation were issued; or,

~~2.~~ (b) ~~That the~~ The fines or ~~penalties~~ for the violations ~~cited~~ from the Village in the notice were paid in full. ~~; or,~~

~~3. That the registered owner has not accumulated five (5) or more ordinance violation notices which are unpaid, not adjudicated or for which no appearance was made.~~

~~(4)~~ (3) ~~The~~ If the registered owner of the motor vehicle to whom notice was sent ~~has failed~~ fails to make payment of the fines or penalties as specified in the notice ~~and has failed~~ or fails to request a hearing and ~~to~~ appear with evidence to conclusively disprove liability before the ordinance

enforcement administrator ~~to contest the validity of the notice.~~ ,the motor vehicle shall be immobilized.

(Ord. No. 3701, § 1, 6-11-12; Ord. No. 4132 , § 1, 2-10-20)

Sec. 26-114. Request for hearing ~~in the case of towing and impoundment of motor vehicles.~~ on Validity of the Notice and the Impending Immobilization of a Motor Vehicle.

(1) Upon the receipt of the request for hearing to contest the validity of the ~~immobilization or towing and impoundment,~~ notice of impending immobilization and the deposit of the Collateral, the ordinance enforcement administrator shall schedule an administrative hearing ~~to contest the validity of the immobilization or towing and impoundment~~ on the next scheduled hearing date or if sooner, scheduled by the ordinance enforcement administrator for a good cause shown, but in no case shall the hearing be scheduled later than thirty (30) days after the request for hearing is filed. ~~and shall serve notice of the hearing date upon the registered owner by first class mail, postage prepaid to the address as is set forth on the request for hearing. Service of the notice shall be complete on the date it is placed in the United States Mail.~~ The ordinance enforcement administrator shall cause a notice of the hearing date to be sent to the registered owner by first class mail, postage prepaid to the address as is set forth on the request for a hearing. Service of the notice shall be complete on the date it is placed in the United States mail.

(2) Failure to attend the hearing shall result in forfeiture of the right to a hearing and the Collateral in the amount deposited shall be forfeited.

(3) At the hearing, if the registered owner of the vehicle fails to disprove liability for the fines by submitting evidence that the owner was not the owner or lessee of the vehicle on the dates the violations were issued or proof that payment in full has been made, the motor vehicle shall be immediately immobilized.

(Ord. No. 3701, § 1, 6-11-12)

Sec. 26-115. Notice ~~affixed to vehicle in cases of immobilization.~~ of immobilization Affixed to Vehicle.

Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. Such notice shall warn that the vehicle ~~is~~ has been immobilized and that any attempt to move the vehicle may result in its damage. The notice shall also state that the unauthorized removal of or damage to the immobilizing restraint is a violation of Sections 16-1 and 21-1 of the Illinois Criminal Code, 720 ILCS 5/1-1 et seq. The notice also shall provide the following information specifying that a release of the immobilizing restraint may be had by~~:~~ paying all the fines and penalties, if any, on the outstanding violations for which notice has been sent prior to the date of the immobilization.

~~(1) Paying all the fines and penalties, if any, on the outstanding complaints for which notice has been sent prior to the date of the immobilization; or~~

~~(2) Completing appearance forms on all outstanding parking violation complaints for which notice had been sent prior to the date of the immobilization and depositing collateral in the amount of fifty (50) percent of the total fines for these outstanding parking violation complaints, or five hundred dollars ($500.00), whichever is less.~~

(Ord. No. 3701, § 1, 6-11-12)

Sec. 26-116. Towing of immobilized vehicle.

~~Except where the vehicle is otherwise subject to towing, if~~ If the immobilizing restraint has not been released ~~as hereinabove provided,~~ within seventy-two (72) hours of its placement, the vehicle shall be towed and impounded.

(Ord. No. 3701, § 1, 6-11-12)

Sec. 26-117. Post-~~i~~~~mpoundment~~ Towing notice.

Within ten (10) days after a vehicle has been towed and impounded, notice of impoundment shall be sent by certified mail, return receipt requested, to the registered owner of the vehicle. The notice shall state that the owner has the right to a post- -~~immobilization and post-~~towing hearing ~~as provided in section 26-115~~ upon submittal of a request for a hearing within fourteen (14) days of the notice of impoundment and that if the vehicle is not claimed within ~~thirty (30)~~ thirty-five (35) days from the date of the notice, the vehicle may be sold or otherwise disposed of in accordance with the Illinois Vehicle Code.

(Ord. No. 3701, § 1, 6-11-12)

Sec. 26-118. Hearing in case of vehicle ~~immobilization.~~ towing/impoundment.

~~(a)~~ (1) The owner of ~~an immobilized~~ a towed vehicle or other interested person shall have the right to request a hearing to determine whether the ~~immobilization or any subsequent~~ towing was erroneous ~~or whether the vehicle was properly included on an immobilization list,~~ if the owner files a written demand for a hearing before the ordinance enforcement administrator within fourteen (14) days after issuance of the notice specified in section 26-116 26-117 or within fourteen (14) days of ~~immobilization~~ towing, whichever is later~~.~~ ,and shall deposit the Collateral. Failure to request a hearing shall be deemed a waiver of the right to a hearing. Failure to attend a scheduled hearing shall result in the forfeiture of any amount deposited pursuant to 26-118.

~~(b) A hearing shall be conducted on any business day within forty-eight (48) hours of receipt of a written demand for hearing, unless otherwise mutually agreed by the parties. Failure to request or attend a scheduled hearing shall be deemed a waiver of the right to a hearing. In the event of such failure, any amount deposited pursuant to section 26-114 shall be forfeited.~~

(2) Upon receipt of a written demand for hearing, the ordinance enforcement officer shall schedule an administrative hearing to contest the validity of the towing. In the event that the registered owner fails to appear at the hearing, any amount deposited shall be forfeited. A hearing provided by this section shall not determine the validity of or otherwise adjudicate any citation or notice of ordinance violation issued relative to the immobilized vehicle, but shall only relate to whether the vehicle was properly ~~immobilized or~~ towed by determining whether the owner previously submitted evidence required by this chapter.

(Ord. No. 3701, § 1, 6-11-12)

Sec. 26-119. Fines and fees for immobilization~~.~~ and Towing/Impoundment.

In addition to the fines for the ordinance violations, ~~The~~ the fine for immobilization shall be one hundred dollars ($100.00) and the fine for ~~impoundment and~~ towing shall be an amount not to exceed five hundred

dollars ($500.00). The owner of the vehicle shall also be charged reasonable storage and towing fees should the vehicle be removed to a private storage facility, provided that no fees shall be assessed for any ~~immobilization or~~ tow which has been determined to be erroneous.

(Ord. No. 3701, § 1, 6-11-12; Ord. No. 4132 , § 2, 2-10-20)

Sec. 26-120. Towing services.

The ordinance enforcement administrator shall appoint or retain the services of an individual, agency or company to tow and impound vehicles in accordance herewith; provided that, that individual, agency or company is fully insured and licensed according to local or state law and has available a secured impound area within which to retain vehicles impounded hereunder. For the purpose of this section a secured area shall mean an area bounded by a fence, chain-link or otherwise, of a sufficient height and with locking gates so as to minimize or prevent unauthorized entry into the impounded vehicles.

(Ord. No. 3701, § 1, 6-11-12)

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Ordinances
Agenda Section: Second Reading on Ordinances to be Codified

Subject:
An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Village Code Regarding Persons Eligible To Hold a Liquor License

Suggested Action:
The Village Board is considering modifying Section 3-309 of Chapter 3, Article III of the Villa Park Municipal Code so that Village code is similar to the requirements of the Illinois Liquor Control Act of 1934. This ordinance will allow certain elected officials under certain conditions to hold a liquor license.

Attachments:
ORD - Eligibility for Liquor License.docx

Ordinance No. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING THE VILLAGE CODE REGARDING PERSONS ELIGIBLE TO HOLD A LIQUOR LICENSE

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "*Village*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, pursuant to Section 3-309 of Chapter 3, Article III of the Villa Park Municipal Code, certain persons are not permitted to hold a liquor license in the Village; and,

WHEREAS, the Village Board desires to amend the Village Code, as hereinafter provided, to reflect the requirements of the Illinois Liquor Control Act of 1934, as from time to time amended.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. That Section 3-309 of Chapter 3, Article III of the Villa Park Municipal Code is hereby amended by deleting Section 3-309(20) and replacing it with the following:

> (20) The Village President, Village Trustee, Liquor Commissioner and Any law enforcement public official or member of the Local Liquor Control Commission shall not be interested directly in the manufacture, sale or distribution of alcoholic liquor; however, a village trustee may be granted a liquor license if: (i) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food; (ii) the issuance of the license is approved by the State Commission; (iii) the issuance of the license is in accordance with all applicable local ordinances in effect where the premises are located, and (iv) a village trustee granted a license does not vote on alcoholic liquor issues pending before the board to which the license holder is elected.

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

Passed this _____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2021.

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2021.

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Ordinances
Agenda Section: Ordinances

Subject:
Ordinance of the Village of Villa Park, DuPage County, Illinois, Establishing Temporary Executive Powers Pursuant to Chapter 8, Article III, Sections 8-301 - 308 of the Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code, and 20 ILCS 3305-11 of the Illinois Emergency Management Act

Suggested Action:
It is the policy of the Village of Villa Park that the Village be prepared to address any emergency. Therefore, in response to the significant outbreak of the Coronavirus (COVID-19) in the United States, pursuant to Chapter 8, Article III Sections 8-301 – 8-308 of the Village of Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code, and 20 ILCS 3305-11 of the Illinois Emergency Management Agency Act, it is necessary and appropriate to authorize the Village President to exercise extraordinary power and authority, by executive order, during this state of disaster/emergency to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

This ordinance extends the Temporary Executive Powers contained in Ordinance 4214, approved by the Village Board on April 12, 2021, until such time that the Village Board can reconvene in an open meeting.

Attachments:
ORD_-_Exec_Powers_-_COVID-19.docx

ORDINANCE NO. _____

ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, ESTABLISHING TEMPORARY EXECUTIVE POWERS PURSUANT TO CHAPTER 8, ARTICLE III, SECTIONS 8-301 – 8-308 OF VILLA PARK MUNICIPAL CODE, 65 ILCS 5/11-1-6 AND SECTION 11 OF THE ILLINOIS MUNICIPAL CODE, AND THE ILLINOIS EMERGENCY MANAGEMENT AGENCY ACT, 20 ILCS 3305/11

WHEREAS, in late 2019, a new and significant outbreak of Coronavirus Disease 2019 (COVID-19) emerged in China; and

WHEREAS, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions with symptoms similar to those of influenza; and

WHEREAS, certain populations are at higher risk of experiencing more severe illness as a result of COVID-19, including older adults and people who have serious chronic medical conditions such as heart disease, diabetes, or lung disease; and

WHEREAS, we are continuing our efforts to prepare for any eventuality given that this is a novel illness and given the known health risks it poses for the elderly and those with serious chronic medical conditions; and

WHEREAS, the United States Centers for Disease Control (CDC), the United States Department of Health and Human Services (HHS), and the World Health Organization (WHO) have each determined that SARS-CoV-2 virus causes the COVID-19 respiratory disease, a new strain of coronavirus that had not been previously identified in humans and is easily spread from person to person which can result in serious illness or death; and

WHEREAS, thousands of confirmed cases of COVID-19 have been identified in the State of Illinois; to date, all of the cases in Illinois are in the greater Chicagoland area. On January 31, 2020, the Secretary of HHS declared a public health emergency for the entire United States of America concerning COVID-19. On March 9, 2020, Governor Pritzker issued a disaster proclamation concerning the spread of COVID-19 in Illinois. On March 11, 2020, WHO declared that the spread of COVID-19 is a global pandemic. On March 13, 2020, President Trump declared a national emergency concerning the COVID-19 pandemic. Finally, on March 15, 2020 DuPage County Board Chairman Cronin issued a disaster proclamation concerning the spread of COVID-19 in DuPage County; and

WHEREAS, the Illinois Department of Public Health has now confirmed localized community person-to-person transmission of COVID-19 in Illinois, significantly increasing the risk of exposure and infection to Illinois' general public and creating an extreme public health risk in the Village and throughout the State. As has been experienced in other locales in the United States and around the world, the SARS-CoV-

2 virus has the potential to infect large numbers of people in a short amount of time, placing extreme burdens on the health care system and the economy; and

WHEREAS, despite the best efforts to contain COVID-19, the World Health Organization and the CDC indicate that it is expected to spread; and

WHEREAS, as of April 15, 2021, there were 32,168,325 confirmed cases in the United States and 578,285 deaths; and

WHEREAS, as of April 15, 2021, there were 1,292,515 confirmed cases of COVID-19 in Illinois and 85,753 cases in DuPage County; and

WHEREAS, based on the foregoing, the corporate authorities of the Village of Villa Park recognize the potential of a public health emergency in the Village; and

WHEREAS, it is the policy of the Village of Villa Park that the Village will be prepared to address any emergencies and, therefore, pursuant to Chapter 8, Article III, Sections 8-3-01 – 8-308 of the Village of Villa Park municipal code and pursuant to 5/11-1-6 of the Illinois Municipal Code, it is necessary and appropriate to establish standards for the determination of whether a state of emergency exists authorizing the Village President to exercise extraordinary power and authority, by executive order, during the possible state of emergency, to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities hereby establish standards for the determination of whether a state of disaster/emergency exists within the Village of Villa Park:

1. The existence of federal, state, or county directives or advisories on COVID-19 which impact any activities within the Village or specific instances of COVID-19 within the Village require action to ensure the safety of the general public or of Village officials and staff: and

2. The need for immediate, emergency action, which must occur before the next regular meeting of the Village Board of Trustees.

SECTION TWO: The standards enumerated in Section One having been met, the Village President shall provide, under oath, a statement declaring that a local state of disaster/emergency exists. This statement shall be filed with the Village Clerk as soon as practicable.

SECTION THREE: The corporate authorities hereby grant to the Village President, the extraordinary power and authority to exercise, by executive order, during the state of disaster/emergency, the powers of the corporate authorities as may be reasonably necessary to respond to the emergency to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

Emergency Regulations and Orders include:

1. *Emergency Purchasing*. The Village President directs that the Village may enter into contracts for the emergency purchase of goods and services that may be necessary for the preparation for, response to, and recovery from, the COVID-19 pandemic. The Village and the Village Manager are hereby authorized to execute such contracts in accordance with applicable law.

2. *Emergency Staffing*. This Ordinance constitutes a declaration of disaster/civil emergency under the Village's collective bargaining agreements. Accordingly, the Village President directs the Village Manager to implement such emergency staffing protocols and procedures as may be necessary for the preservation of public health and safety, and for the preservation of the health of Village employees. Specifically, and without limitation of the foregoing, the Village Manager is authorized to implement alternative staffing protocols, procedures, and shifts for the Village Fire, Police, and Public Works Departments.

3. *Cooperation with Other Government Agencies*. The Village President directs all Village officials and employees to take all practicable steps to coordinate the Village's resources and emergency operations with the State of Illinois, the County of DuPage, and other local governments in and around the Village, to best utilize resources of all agencies in the area for the preparation for, response to, and recovery from, the COVID-19 pandemic.

SECTION FOUR: The state of disaster/emergency and the Village President's extraordinary power and authority provided in Section Three shall expire not later than the adjournment of the first regular meeting of the corporate authorities after the state of disaster/emergency is declared.

SECTION FIVE: As the state of disaster/emergency has been declared, at the first regular meeting of the corporate authorities, the corporate authorities may ratify the actions taken by the Village President during the state of disaster/emergency, and determine, by resolution, whether the state of emergency should continue and any extension of the Village President's temporary extraordinary powers.

SECTION SIX: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such as decision shall not affect the validity of the remaining provisions of this Ordinance.

Ordinance No. _____

SECTION SEVEN: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of conflict or inconsistency.

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED this ___day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: ____

_____
____Albert Bulthuis, Village President
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
This _____ day of _____, 2021

_____
Hosanna Korynecky, Village Clerk
Village of Villa Park, DuPage County, Illinois

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Mike Todorovic
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with John Neri Construction Co., Inc., of Addison, Illinois, for Construction of the Third Avenue Improvement Project (Holly Court to Division Street) in an Amount Not to Exceed $948,907.95

Suggested Action:
The Third Avenue Improvement Project (Holly Court to Division Street) scope of work includes new storm sewer to achieve combined sewer separation, sanitary sewer lining, some sidewalk removal and curb replacement, parkway restoration, and other related and incidental work efforts. The project was advertised for bids on February 19th, 2021 and bids were opened on March 16, 2021. The project received substantial interest and received nine bids for the construction of the project. John Neri Construction Co., Inc., of Addison, Illinois submitted the lowest bid. This project will receive a $400,000 reimbursement through DuPage County's Community Development Block Grant program. Costs for this project have been budgeted in the Street Improvement Water Supply, Wastewater (Operations), and Wastewater (Sewer Separation) fund accounts. Staff recommends awarding the construction contract to John Neri Construction Co., Inc., in an amount not to exceed $948,907.95.

Financial Impact:
Costs for this project have been budgeted in the Street Improvement 60.502.10.299, Water Supply 82.502.02.401, Wastewater (Operations) 83.502.02.401, and Wastewater (Sewer Separation) fund 83.502.04.401 accounts.

Recommendation:
Staff recommends awarding the construction contract to John Neri Construction Co., Inc., of Addison, Illinois.

Attachments:
MEMO - Third Ave (Holly to Division) Contract Award

RESO - Third Ave (Holly to Division) Contract Award.docx
Third Ave (Holly to Division) Bid Tabulation
Third Ave (Holly to Division) CIP Listing

Memo

To: Rich Keehner, Jr., Village Manager

From: Mike Todorovic, Sr. Civil Engineer

Date: April 5, 2021

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with John Neri Construction Co., Inc., of Addison, Illinois, for Construction of the Third Avenue Improvement Project (Holly Court to Division Street) in an Amount Not to Exceed $948,907.95

The Third Avenue Improvement Project (Holly Court to Division Street) is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The scope of work includes new storm sewer to achieve combined sewer separation, sanitary sewer lining, some sidewalk removal and curb replacement, parkway restoration, and other related and incidental work efforts. The project has been awarded a Community Development Block Grant (CDBG) for partial funding for the construction of the sewer separation.

Engineering consulting firm Christopher B. Burke Engineering, LTD (CBBEL), prepared plans and specifications for the project. The project was publicly advertised and a bid opening was held on March 16, 2021. The Village received nine bids. The apparent low bid was submitted by John Neri Construction Co., Inc. of Addison, Illinois, in an amount not to exceed $948,907.95. John Neri Construction Co., Inc. has worked previously for Villa Park and has performed that work satisfactorily. DuPage County has also approved them to work on the project, as required as a condition of the CDBG grant funding.

The CDBG grant is expected to provide funding for the sewer separation, with a maximum grant amount of $400,000.00. The Village would be responsible for paying for construction costs and requesting grant reimbursement, and also for the full cost of construction engineering. Funding for construction would be taken from Street Improvement Fund (Non Referendum) account number 60.502.10.299, Water Supply Fund (Operations) account number 82.502.02.401, Wastewater (Sewer Separation) Fund account number 83.502.04.401, and Wastewater Fund (Operations) account number 83.502.02.401.

RECOMMENDATION

Staff recommends approval of a contract with John Neri Construction Co., Inc. of Addison, Illinois, for construction of the Third Avenue Improvement Project (Holly Court to Division Street) in an amount not to exceed $948,907.95.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with John Neri Construction Co., Inc., of Addison, Illinois, for Construction of the Third Avenue Improvement Project (Holly Court to Division Street) in an Amount Not to Exceed $948,907.95

WHEREAS, the Village of Villa Park, DuPage County, Illinois (" the Village") is a duly organized and validly existing non home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village has publicly advertised for bids for the Third Avenue Improvement Project (Holly Court to Division Street); and

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the President and Board of Trustees of the Village of Villa Park have determined that John Neri Construction Co., Inc., of Addison, Illinois, having submitted a bid in the amount of $948,907.95, is the lowest responsible bidder for the Third Avenue Improvement Project (Holly Court to Division Street).

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: That the bid submitted by John Neri Construction Co., Inc., of Addison, Illinois, in the amount not to exceed $948,907.95 is hereby accepted, and the Village President and Village Clerk are hereby authorized and directed on behalf of the Village of Villa Park to execute a contract with John Neri Construction Co., Inc., of Addison, Illinois, for construction of the Third Avenue Improvement Project (Holly Court to Division Street) in the amount not to exceed $948,907.95, as contained in the official project manual for said project, incorporated herein by reference and on file in the Public Works Department, provided that all other necessary signatures have been previously affixed to the contract.

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

PASSED this _____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

Resolution No. _____

APPROVED this _____ day of _____, 2021

_____
Village President

Attest: _____
Village Clerk

THIRD AVENUE IMPROVEMENTS (HOLLY COURT TO DIVISION STREET)
PREPARED BY: CHRISTOPHER B. BURKE ENGINEERING
BID TABULATION - TUESDAY, MARCH 16, 2021, 11:00 A.M.

		Engineer's Estimate	JOHN NERI CONSTRUCTION 770 W. Factory Road Addison, IL 60136 Phone (630) 629-8384 Fax	J. CONGDON SEWER SERVICE 170 Alexandra Way Carol Stream, IL 60188 Phone (630) 510-2434 Fax	COPENHAVER CONSTRUCTION 75 Koppie Dr. Gilberts, IL 60136 Phone (847) 428-6696 Fax	H. LINDEN & SONS 722 E. South St, Unit D Plano, IL 60545 Phone (630) 552-9955 Fax	PERFORMANCE CONST. & ENG. 217 W. John St. Plano, IL 60545 Phone (630) 401-3581 Fax

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	15.00	$50.00	$750.00	$25.00	$375.00	$18.00	$270.00	$30.00	$450.00	$25.00	$375.00	$19.00	$285.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	145.00	$50.00	$7,250.00	$28.00	$4,060.00	$28.00	$4,060.00	$32.00	$4,640.00	$28.00	$4,060.00	$21.00	$3,045.00
3	TREE TRUNK PROTECTION	EACH	23.00	$150.00	$3,450.00	$120.00	$2,760.00	$170.00	$3,910.00	$60.00	$1,380.00	$100.00	$2,300.00	$85.00	$1,955.00
4	TREE ROOT PRUNING	EACH	10.00	$150.00	$1,500.00	$125.00	$1,250.00	$100.00	$1,000.00	$30.00	$300.00	$110.00	$1,100.00	$100.00	$1,000.00
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	115.00	$40.00	$4,600.00	$38.00	$4,370.00	$1.00	$115.00	$20.00	$2,300.00	$35.00	$4,025.00	$33.00	$3,795.00
6	POROUS GRANULAR EMBANKMENT	CU YD	115.00	$40.00	$4,600.00	$40.00	$4,600.00	$1.00	$115.00	$20.00	$2,300.00	$35.00	$4,025.00	$52.00	$5,980.00
7	TRENCH BACKFILL	CU YD	1,726.00	$40.00	$69,040.00	$40.00	$69,040.00	$0.01	$17.26	$31.00	$53,506.00	$35.00	$60,410.00	$54.00	$93,204.00
8	SUPPLEMENTAL WATERING	UNIT	20.00	$75.00	$1,500.00	$5.00	$100.00	$1.00	$20.00	$0.01	$0.20	$1.00	$20.00	$80.00	$1,600.00
9	INLET FILTERS	EACH	22.00	$175.00	$3,850.00	$150.00	$3,300.00	$25.00	$550.00	$60.00	$1,320.00	$140.00	$3,080.00	$150.00	$3,300.00
10	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,237.00	$1.00	$2,237.00	$0.10	$223.70	$0.10	$223.70	$0.83	$1,856.71	$0.01	$22.37	$0.01	$22.37
11	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	65.00	$15.00	$975.00	$25.00	$1,625.00	$20.00	$1,300.00	$11.50	$747.50	$20.00	$1,300.00	$25.00	$1,625.00
12	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	154.00	$105.00	$16,170.00	$105.00	$16,170.00	$95.00	$14,630.00	$176.69	$27,210.26	$105.00	$16,170.00	$145.00	$22,330.00
13	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	280.00	$95.00	$26,600.00	$95.00	$26,600.00	$83.00	$23,240.00	$106.41	$29,794.80	$95.00	$26,600.00	$90.00	$25,200.00
14	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	80.00	$75.00	$6,000.00	$92.00	$7,360.00	$63.00	$5,040.00	$63.00	$5,040.00	$94.00	$7,520.00	$83.00	$6,640.00
15	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,825.00	$6.50	$18,362.50	$8.00	$22,600.00	$6.00	$16,950.00	$8.00	$22,600.00	$8.00	$22,600.00	$7.00	$19,775.00
16	DETECTABLE WARNINGS	SQ FT	120.00	$35.00	$4,200.00	$42.00	$5,040.00	$25.00	$3,000.00	$29.00	$3,480.00	$40.00	$4,800.00	$35.00	$4,200.00
17	DRIVEWAY PAVEMENT REMOVAL	SQ YD	173.00	$12.00	$2,076.00	$20.00	$3,460.00	$12.00	$2,076.00	$15.00	$2,595.00	$10.00	$1,730.00	$11.00	$1,903.00
18	COMBINATION CURB AND GUTTER REMOVAL	FOOT	800.00	$5.00	$4,000.00	$5.00	$4,000.00	$8.00	$6,400.00	$6.00	$4,800.00	$6.00	$4,800.00	$8.00	$6,400.00
19	SIDEWALK REMOVAL	SQ FT	2,825.00	$2.00	$5,650.00	$2.00	$5,650.00	$2.00	$5,650.00	$2.00	$5,650.00	$2.00	$5,650.00	$2.50	$7,062.50
20	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	164.00	$75.00	$12,300.00	$54.00	$8,856.00	$75.00	$12,300.00	$85.00	$13,940.00	$71.00	$11,644.00	$120.00	$19,680.00
21	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 18"	FOOT	211.00	$90.00	$18,990.00	$74.00	$15,614.00	$90.00	$18,990.00	$90.00	$18,990.00	$94.00	$19,834.00	$140.00	$29,540.00
22	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 3 24"	FOOT	609.00	$110.00	$66,990.00	$145.00	$88,305.00	$150.00	$91,350.00	$97.00	$59,073.00	$170.00	$103,530.00	$180.00	$109,620.00
23	STORM SEWER REMOVAL 8"	FOOT	71.00	$10.00	$710.00	$5.00	$355.00	$1.00	$71.00	$12.00	$852.00	$5.00	$355.00	$10.00	$710.00
24	STORM SEWER REMOVAL 12"	FOOT	88.00	$15.00	$1,320.00	$5.00	$440.00	$1.00	$88.00	$17.00	$1,496.00	$5.00	$440.00	$12.00	$1,056.00
25	DUCTILE IRON WATER MAIN 6"	FOOT	75.00	$100.00	$7,500.00	$95.00	$7,125.00	$125.00	$9,375.00	$105.00	$7,875.00	$123.00	$9,225.00	$120.00	$9,000.00
26	WATER VALVES 6"	EACH	3.00	$1,500.00	$4,500.00	$1,100.00	$3,300.00	$3,000.00	$9,000.00	$1,700.00	$5,100.00	$5,000.00	$15,000.00	$4,000.00	$12,000.00
27	ADJUSTING WATER MAIN 6"	FOOT	25.00	$200.00	$5,000.00	$125.00	$3,125.00	$50.00	$1,250.00	$100.00	$2,500.00	$110.00	$2,750.00	$225.00	$5,625.00
28	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	75.00	$50.00	$3,750.00	$48.00	$3,600.00	$25.00	$1,875.00	$35.00	$2,625.00	$124.00	$9,300.00	$95.00	$7,125.00
29	FIRE HYDRANTS TO BE REMOVED	EACH	4.00	$750.00	$3,000.00	$900.00	$3,600.00	$500.00	$2,000.00	$1,200.00	$4,800.00	$500.00	$2,000.00	$1,100.00	$4,400.00
30	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	5.00	$6,000.00	$30,000.00	$6,200.00	$31,000.00	$15,000.00	$75,000.00	$6,700.00	$33,500.00	$6,000.00	$30,000.00	$6,000.00	$30,000.00
31	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	2.00	$3,500.00	$7,000.00	$3,800.00	$7,600.00	$4,000.00	$8,000.00	$2,700.00	$5,400.00	$3,000.00	$6,000.00	$4,000.00	$8,000.00
32	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EACH	10.00	$2,000.00	$20,000.00	$2,100.00	$21,000.00	$2,500.00	$25,000.00	$1,300.00	$13,000.00	$1,800.00	$18,000.00	$2,000.00	$20,000.00
33	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.00	$4,000.00	$4,000.00	$3,600.00	$3,600.00	$3,800.00	$3,800.00	$3,400.00	$3,400.00	$3,000.00	$3,000.00	$4,400.00	$4,400.00
34	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4.00	$5,500.00	$22,000.00	$5,400.00	$21,600.00	$4,500.00	$18,000.00	$4,900.00	$19,600.00	$3,500.00	$14,000.00	$8,000.00	$32,000.00
35	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3.00	$3,500.00	$10,500.00	$3,200.00	$9,600.00	$2,500.00	$7,500.00	$3,000.00	$9,000.00	$3,000.00	$9,000.00	$3,000.00	$9,000.00
36	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	2.00	$450.00	$900.00	$400.00	$800.00	$300.00	$600.00	$700.00	$1,400.00	$425.00	$850.00	$600.00	$1,200.00
37	REMOVING MANHOLES	EACH	4.00	$850.00	$3,400.00	$400.00	$1,600.00	$400.00	$1,600.00	$750.00	$3,000.00	$200.00	$800.00	$250.00	$1,000.00
38	CONCRETE CURB, TYPE B	FOOT	75.00	$25.00	$1,875.00	$32.00	$2,400.00	$60.00	$4,500.00	$32.00	$2,400.00	$32.00	$2,400.00	$27.50	$2,062.50
39	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	282.00	$10.00	$2,820.00	$10.00	$2,820.00	$8.00	$2,256.00	$6.00	$1,692.00	$12.00	$3,384.00	$10.00	$2,820.00
40	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	44.00	$15.00	$660.00	$20.00	$880.00	$16.00	$704.00	$10.00	$440.00	$20.00	$880.00	$15.00	$660.00
41	CURED-IN-PLACE PIPE LINER, 10"	FOOT	640.00	$60.00	$38,400.00	$54.00	$34,560.00	$46.75	$29,920.00	$62.00	$39,680.00	$46.00	$29,440.00	$47.00	$30,080.00
42	CURED-IN-PLACE PIPE LINER, 8"	FOOT	503.00	$55.00	$27,665.00	$47.00	$23,641.00	$39.00	$19,617.00	$69.00	$34,707.00	$44.00	$22,132.00	$37.00	$18,611.00
43	SANITARY SEWER REMOVAL 10"	FOOT	15.00	$12.00	$180.00	$5.00	$75.00	$1.00	$15.00	$45.00	$675.00	$10.00	$150.00	$4.00	$60.00
44	SANITARY SEWER REMOVAL 8"	FOOT	229.00	$10.00	$2,290.00	$5.00	$1,145.00	$1.00	$229.00	$19.00	$4,351.00	$10.00	$2,290.00	$5.00	$1,145.00
45	EXPLORATION TRENCH, SPECIAL	FOOT	250.00	$60.00	$15,000.00	$1.00	$250.00	$10.00	$2,500.00	$20.00	$5,000.00	$24.00	$6,000.00	$15.00	$3,750.00
46	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	1,511.00	$5.00	$7,555.00	$4.75	$7,177.25	$3.75	$5,666.25	$11.42	$17,255.62	$10.00	$15,110.00	$5.15	$7,781.65
47	SANITARY MANHOLES TO BE ADJUSTED	EACH	2.00	$900.00	$1,800.00	$750.00	$1,500.00	$950.00	$1,900.00	$900.00	$1,800.00	$2,000.00	$4,000.00	$1,200.00	$2,400.00
48	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.00	$25,000.00	$25,000.00	$40,000.00	$40,000.00	$136,100.00	$136,100.00	$48,000.00	$48,000.00	$40,000.00	$40,000.00	$48,000.48	$48,000.48
49	SANITARY SEWER, PVC, 8"	FOOT	229.00	$85.00	$19,465.00	$74.00	$16,946.00	$75.00	$17,175.00	$105.00	$24,045.00	$124.00	$28,396.00	$100.00	$22,900.00
50	SANITARY SEWER, PVC, 10"	FOOT	15.00	$100.00	$1,500.00	$80.00	$1,200.00	$90.00	$1,350.00	$230.00	$3,450.00	$150.00	$2,250.00	$300.00	$4,500.00

THIRD AVENUE IMPROVEMENTS (HOLLY COURT TO DIVISION STREET)
PREPARED BY: CHRISTOPHER B. BURKE ENGINEERING
BID TABULATION - TUESDAY, MARCH 16, 2021, 11:00 A.M.

				Engineer's Estimate		JOHN NERI CONSTRUCTION 770 W. Factory Road Addison, IL 60136 Phone (630) 629-8384 Fax		J. CONGDON SEWER SERVICE 170 Alexandra Way Carol Stream, IL 60188 Phone (630) 510-2434 Fax		COPENHAVER CONSTRUCTION 75 Koppie Dr. Gilberts, IL 60136 Phone (847) 428-6696 Fax		H. LINDEN & SONS 722 E. South St, Unit D Plano, IL 60545 Phone (630) 552-9955 Fax		PERFORMANCE CONST. & ENG. 217 W. John St. Plano, IL 60545 Phone (630) 401-3581 Fax	
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
51	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	130.00	$45.00	$5,850.00	$45.00	$5,850.00	$33.00	$4,290.00	$44.23	$5,749.90	$44.00	$5,720.00	$60.00	$7,800.00
52	CONSTRUCTION LAYOUT	L SUM	1.00	$8,500.00	$8,500.00	$6,000.00	$6,000.00	$2,880.00	$2,880.00	$18,900.00	$18,900.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00
53	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	1.00	$500.00	$500.00	$500.00	$500.00	$850.00	$850.00	$700.00	$700.00	$1,000.00	$1,000.00	$550.00	$550.00
54	DRAINAGE STRUCTURE TO BE REMOVED	EACH	6.00	$500.00	$3,000.00	$350.00	$2,100.00	$400.00	$2,400.00	$500.00	$3,000.00	$100.00	$600.00	$250.00	$1,500.00
55	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	27.00	$110.00	$2,970.00	$75.00	$2,025.00	$80.00	$2,160.00	$103.00	$2,781.00	$96.00	$2,592.00	$125.00	$3,375.00
56	STORM SEWER (WATER MAIN REQUIREMENTS) 24 INCH	FOOT	48.00	$130.00	$6,240.00	$130.00	$6,240.00	$100.00	$4,800.00	$170.00	$8,160.00	$178.00	$8,544.00	$185.00	$8,880.00
57	CLASS C PATCHES, SPECIAL, 7"	SQ YD	1,632.00	$70.00	$114,240.00	$70.00	$114,240.00	$81.00	$132,192.00	$90.00	$146,880.00	$80.00	$130,560.00	$57.00	$93,024.00
58	CLASS D PATCHES, SPECIAL, 6"	SQ YD	145.00	$55.00	$7,975.00	$84.00	$12,180.00	$60.00	$8,700.00	$35.41	$5,134.45	$62.00	$8,990.00	$95.00	$13,775.00
59	COMBINATION CONCRETE CURB AND GUTTER REPLACEMENT	FOOT	800.00	$30.00	$24,000.00	$30.50	$24,400.00	$25.00	$20,000.00	$29.00	$23,200.00	$30.00	$24,000.00	$27.50	$22,000.00
60	COMBINED MANHOLE LINING	V FOOT	20.00	$250.00	$5,000.00	$525.00	$10,500.00	$310.00	$6,200.00	$150.00	$3,000.00	$100.00	$2,000.00	$310.00	$6,200.00
61	CONTINGENCY ALLOWANCE	DOLLAR	75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00
62	LATERAL SANITARY SERVICE GROUTING	EACH	18.00	$500.00	$9,000.00	$750.00	$13,500.00	$580.00	$10,440.00	$1,000.00	$18,000.00	$1,000.00	$18,000.00	$580.00	$10,440.00
63	PARKWAY RESTORATION - SODDING, SALT TOLERANT	SQ YD	675.00	$12.00	$8,100.00	$19.00	$12,825.00	$14.00	$9,450.00	$16.00	$10,800.00	$16.00	$10,800.00	$14.50	$9,787.50
64	PRE-CONSTRUCTION VIDEO RECORDING	LSUM	1.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
65	PROJECT SIGN	LSUM	1.00	$1,000.00	$1,000.00	$1,200.00	$1,200.00	$750.00	$750.00	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$500.00	$500.00
66	SANITARY MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3.00	$4,500.00	$13,500.00	$5,600.00	$16,800.00	$5,000.00	$15,000.00	$4,400.00	$13,200.00	$10,000.00	$30,000.00	$8,000.00	$24,000.00
67	SANITARY MANHOLE, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.00	$6,000.00	$6,000.00	$6,800.00	$6,800.00	$6,000.00	$6,000.00	$6,700.00	$6,700.00	$12,000.00	$12,000.00	$16,000.00	$16,000.00
68	SANITARY SERVICE CONNECTION	EACH	4.00	$1,500.00	$6,000.00	$1,500.00	$6,000.00	$1,000.00	$4,000.00	$350.00	$1,400.00	$1,000.00	$4,000.00	$1,500.00	$6,000.00
69	SANITARY SERVICE REPLACEMENT	FOOT	160.00	$60.00	$9,600.00	$65.00	$10,400.00	$30.00	$4,800.00	$35.00	$5,600.00	$75.00	$12,000.00	$100.00	$16,000.00
70	SANITARY SEWER (WATER MAIN REQUIREMENTS), 8"	FOOT	30.00	$100.00	$3,000.00	$80.00	$2,400.00	$60.00	$1,800.00	$120.00	$3,600.00	$200.00	$6,000.00	$164.00	$4,920.00
71	SANITARY SEWER SERVICE COMBINATION CLEANOUT CHECK VALVE	EACH	8.00	$1,500.00	$12,000.00	$1,200.00	$9,600.00	$1,000.00	$8,000.00	$900.00	$7,200.00	$1,000.00	$8,000.00	$1,400.00	$11,200.00
72	SHUTDOWN WATER MAIN CONNECTION	EACH	5.00	$2,500.00	$12,500.00	$3,600.00	$18,000.00	$4,000.00	$20,000.00	$4,500.00	$22,500.00	$3,000.00	$15,000.00	$4,000.00	$20,000.00
73	STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	1.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$550.00	$550.00	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$6,000.00	$6,000.00
74	STORM SEWERS, CLASS B (PVC), 6"	FOOT	100.00	$50.00	$5,000.00	$45.00	$4,500.00	$26.00	$2,600.00	$50.00	$5,000.00	$55.00	$5,500.00	$50.00	$5,000.00
75	TREE PRUNING	EACH	10.00	$150.00	$1,500.00	$125.00	$1,250.00	$100.00	$1,000.00	$50.00	$500.00	$100.00	$1,000.00	$150.00	$1,500.00
76	TREES	EACH	7.00	$750.00	$5,250.00	$800.00	$5,600.00	$625.00	$4,375.00	$800.00	$5,600.00	$600.00	$4,200.00	$625.00	$4,375.00
77	WATER SERVICE CONNECTION (LONG), 1"	EACH	10.00	$3,500.00	$35,000.00	$2,300.00	$23,000.00	$4,500.00	$45,000.00	$3,700.00	$37,000.00	$3,000.00	$30,000.00	$2,800.00	$28,000.00
78	WATER SERVICE CONNECTION (SHORT), 1"	EACH	5.00	$2,500.00	$12,500.00	$1,800.00	$9,000.00	$3,300.00	$16,500.00	$2,900.00	$14,500.00	$2,000.00	$10,000.00	$1,500.00	$7,500.00
79	WATER USAGE CREDIT	UNIT	100.00	$8.85	$885.00	$8.85	$885.00	$8.85	$885.00	$8.85	$885.00	$8.85	$885.00	$8.85	$885.00
80	WATER USAGE DEDUCTION	UNIT	100.00	($8.85)	($885.00)	($8.85)	($885.00)	($8.85)	($885.00)	($8.85)	($885.00)	($8.85)	($885.00)	($8.85)	($885.00)
	AS-READ TOTAL			**N/A**		**$948,907.95**		**$1,007,035.21**		**$1,013,122.44**		**$1,021,253.37**		**$1,067,775.00**	
	CALCULATED TOTAL			**$944,805.50**		**$948,907.95**		**$1,007,035.21**		**$1,013,122.44**		**$1,021,253.37**		**$1,067,775.00**	

THIRD AVENUE IMPROVEMENTS (HOLLY COURT TO DIVISION STREET)
PREPARED BY: CHRISTOPHER B. BURKE ENGINEERING
BID TABULATION - TUESDAY, MARCH 16, 2021, 11:00 A.M.

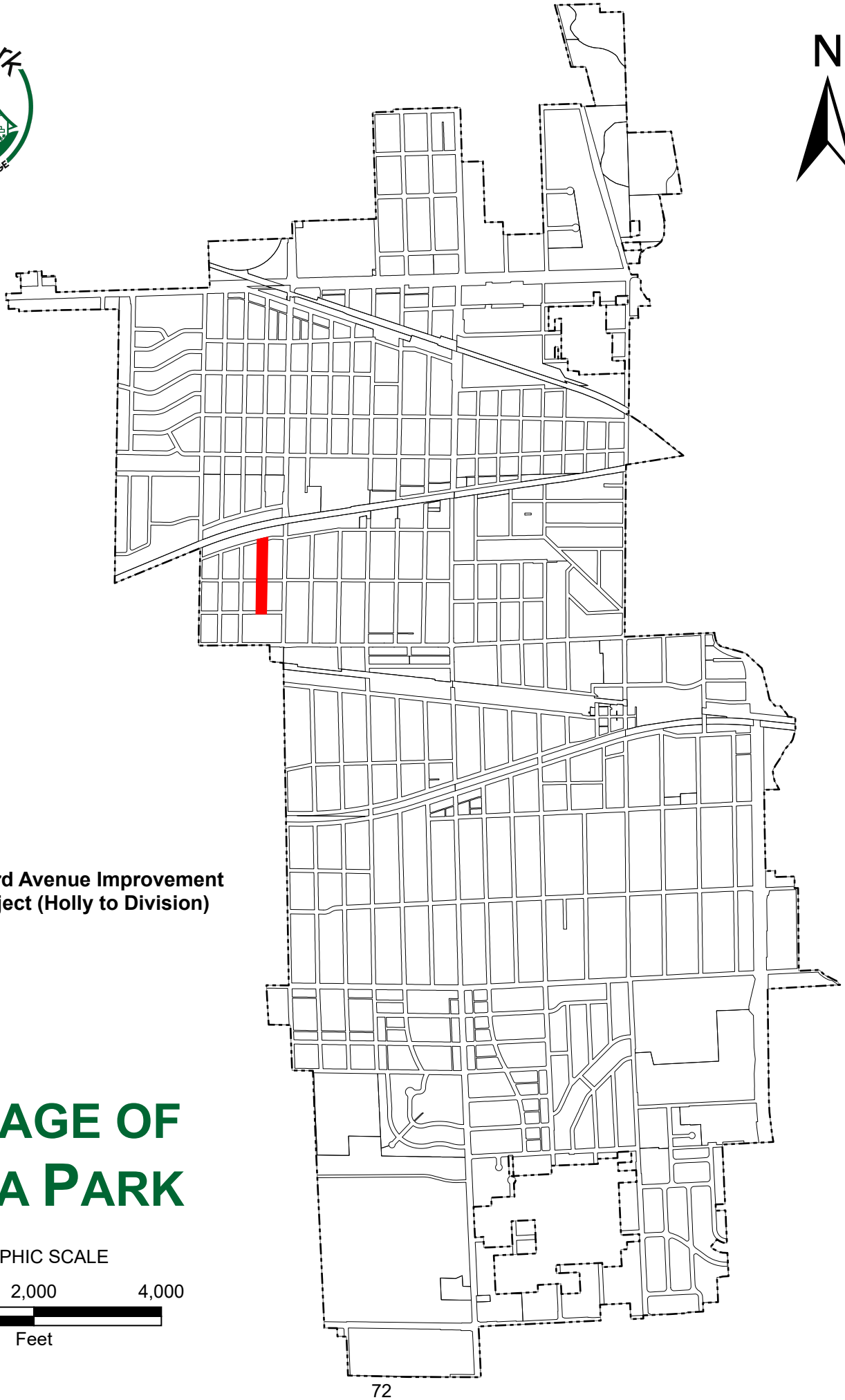
	ACQUA CONTRACTORS		SCHROEDER ASPHALT		CHICAGOLAND PAVING		MAURO SEWER CONSTRUCTION		Average Bid	
	551 S IL RTE 83, Unit R		11022 S Grant Hwy		225 Telser Road		1251 Redeker Rd.			
	Elmhurst, IL 60126		Marengo, IL 60152		Lake Zurich, IL 60047		Des Plaines, IL 60016			
	Phone (630) 359-4648		Phone (815) 923-4380		Phone (847) 550-9681		Phone (847) 803-2033			
	Fax		Fax		Fax		Fax			

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	15.00	$20.00	$300.00	$19.00	$285.00	$20.50	$307.50	$25.00	$375.00	$22.39	$335.85
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	145.00	$21.00	$3,045.00	$24.00	$3,480.00	$25.75	$3,733.75	$30.00	$4,350.00	$26.42	$3,830.90
3	TREE TRUNK PROTECTION	EACH	23.00	$86.00	$1,978.00	$100.00	$2,300.00	$100.00	$2,300.00	$115.00	$2,645.00	$104.00	$2,392.00
4	TREE ROOT PRUNING	EACH	10.00	$105.00	$1,050.00	$80.00	$800.00	$86.00	$860.00	$100.00	$1,000.00	$92.89	$928.90
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	115.00	$50.00	$5,750.00	$38.00	$4,370.00	$20.00	$2,300.00	$100.00	$11,500.00	$37.22	$4,280.30
6	POROUS GRANULAR EMBANKMENT	CU YD	115.00	$52.00	$5,980.00	$53.00	$6,095.00	$20.00	$2,300.00	$25.00	$2,875.00	$33.11	$3,807.65
7	TRENCH BACKFILL	CU YD	1,726.00	$30.00	$51,780.00	$32.00	$55,232.00	$33.00	$56,958.00	$32.00	$55,232.00	$31.89	$55,042.14
8	SUPPLEMENTAL WATERING	UNIT	20.00	$0.01	$0.20	$60.00	$1,200.00	$0.01	$0.20	$75.00	$1,500.00	$24.67	$493.40
9	INLET FILTERS	EACH	22.00	$250.00	$5,500.00	$115.00	$2,530.00	$150.00	$3,300.00	$150.00	$3,300.00	$132.22	$2,908.84
10	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,237.00	$0.01	$22.37	$0.01	$22.37	$0.01	$22.37	$0.50	$1,118.50	$0.18	$402.66
11	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	65.00	$10.00	$650.00	$15.00	$975.00	$10.00	$650.00	$20.00	$1,300.00	$17.39	$1,130.35
12	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	154.00	$137.00	$21,098.00	$145.00	$22,330.00	$100.00	$15,400.00	$225.00	$34,650.00	$137.08	$21,110.32
13	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	280.00	$89.00	$24,920.00	$90.00	$25,200.00	$100.00	$28,000.00	$150.00	$42,000.00	$99.82	$27,949.60
14	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	80.00	$91.00	$7,280.00	$80.00	$6,400.00	$82.50	$6,600.00	$85.00	$6,800.00	$81.50	$6,520.00
15	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,825.00	$9.00	$25,425.00	$6.50	$18,362.50	$6.70	$18,927.50	$10.00	$28,250.00	$7.69	$21,724.25
16	DETECTABLE WARNINGS	SQ FT	120.00	$27.00	$3,240.00	$35.00	$4,200.00	$36.25	$4,350.00	$30.00	$3,600.00	$33.25	$3,990.00
17	DRIVEWAY PAVEMENT REMOVAL	SQ YD	173.00	$14.00	$2,422.00	$12.00	$2,076.00	$15.00	$2,595.00	$12.00	$2,076.00	$13.44	$2,325.12
18	COMBINATION CURB AND GUTTER REMOVAL	FOOT	800.00	$3.00	$2,400.00	$6.00	$4,800.00	$4.00	$3,200.00	$8.00	$6,400.00	$6.00	$4,800.00
19	SIDEWALK REMOVAL	SQ FT	2,825.00	$2.00	$5,650.00	$2.00	$5,650.00	$1.00	$2,825.00	$2.00	$5,650.00	$1.94	$5,480.50
20	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	164.00	$75.00	$12,300.00	$90.00	$14,760.00	$92.75	$15,211.00	$100.00	$16,400.00	$84.75	$13,899.00
21	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 18"	FOOT	211.00	$95.00	$20,045.00	$150.00	$31,650.00	$154.50	$32,599.50	$165.00	$34,815.00	$116.94	$24,674.34
22	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 3 24"	FOOT	609.00	$105.00	$63,945.00	$215.00	$130,935.00	$221.50	$134,893.50	$248.00	$151,032.00	$170.17	$103,633.53
23	STORM SEWER REMOVAL 8"	FOOT	71.00	$8.00	$568.00	$10.00	$710.00	$10.30	$731.30	$10.00	$710.00	$7.92	$562.32
24	STORM SEWER REMOVAL 12"	FOOT	88.00	$12.00	$1,056.00	$19.00	$1,672.00	$19.60	$1,724.80	$19.00	$1,672.00	$12.18	$1,071.84
25	DUCTILE IRON WATER MAIN 6"	FOOT	75.00	$175.00	$13,125.00	$250.00	$18,750.00	$258.00	$19,350.00	$350.00	$26,250.00	$177.89	$13,341.75
26	WATER VALVES 6"	EACH	3.00	$7,500.00	$22,500.00	$2,150.00	$6,450.00	$2,215.00	$6,645.00	$2,150.00	$6,450.00	$3,201.67	$9,605.01
27	ADJUSTING WATER MAIN 6"	FOOT	25.00	$200.00	$5,000.00	$200.00	$5,000.00	$206.00	$5,150.00	$200.00	$5,000.00	$157.33	$3,933.25
28	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	75.00	$130.00	$9,750.00	$100.00	$7,500.00	$103.00	$7,725.00	$100.00	$7,500.00	$84.44	$6,333.00
29	FIRE HYDRANTS TO BE REMOVED	EACH	4.00	$1,000.00	$4,000.00	$600.00	$2,400.00	$620.00	$2,480.00	$600.00	$2,400.00	$780.00	$3,120.00
30	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	5.00	$8,500.00	$42,500.00	$6,450.00	$32,250.00	$6,650.00	$33,250.00	$6,450.00	$32,250.00	$7,550.00	$37,750.00
31	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	2.00	$2,750.00	$5,500.00	$4,250.00	$8,500.00	$4,380.00	$8,760.00	$4,250.00	$8,500.00	$3,681.11	$7,362.22
32	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EACH	10.00	$2,275.00	$22,750.00	$1,600.00	$16,000.00	$1,650.00	$16,500.00	$1,600.00	$16,000.00	$1,869.44	$18,694.40
33	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.00	$3,975.00	$3,975.00	$3,950.00	$3,950.00	$4,075.00	$4,075.00	$3,950.00	$3,950.00	$3,794.44	$3,794.44
34	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4.00	$6,400.00	$25,600.00	$11,000.00	$44,000.00	$11,330.00	$45,320.00	$11,000.00	$44,000.00	$7,336.67	$29,346.68
35	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3.00	$2,500.00	$7,500.00	$2,100.00	$6,300.00	$2,165.00	$6,495.00	$2,100.00	$6,300.00	$2,618.33	$7,854.99
36	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	2.00	$400.00	$800.00	$500.00	$1,000.00	$515.00	$1,030.00	$500.00	$1,000.00	$482.22	$964.44
37	REMOVING MANHOLES	EACH	4.00	$300.00	$1,200.00	$1,000.00	$4,000.00	$1,030.00	$4,120.00	$1,000.00	$4,000.00	$592.22	$2,368.88
38	CONCRETE CURB, TYPE B	FOOT	75.00	$39.00	$2,925.00	$26.00	$1,950.00	$27.00	$2,025.00	$65.00	$4,875.00	$37.83	$2,837.25
39	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	282.00	$11.00	$3,102.00	$4.50	$1,269.00	$9.40	$2,650.80	$11.00	$3,102.00	$9.10	$2,566.20
40	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	44.00	$22.00	$968.00	$7.50	$330.00	$18.75	$825.00	$20.00	$880.00	$16.58	$729.52
41	CURED-IN-PLACE PIPE LINER, 10"	FOOT	640.00	$43.00	$27,520.00	$46.75	$29,920.00	$48.75	$31,200.00	$60.00	$38,400.00	$50.47	$32,300.80
42	CURED-IN-PLACE PIPE LINER, 8"	FOOT	503.00	$41.00	$20,623.00	$39.00	$19,617.00	$40.60	$20,421.80	$55.00	$27,665.00	$45.73	$23,002.19
43	SANITARY SEWER REMOVAL 10"	FOOT	15.00	$10.00	$150.00	$100.00	$1,500.00	$105.00	$1,575.00	$100.00	$1,500.00	$42.22	$633.30
44	SANITARY SEWER REMOVAL 8"	FOOT	229.00	$8.00	$1,832.00	$35.00	$8,015.00	$36.00	$8,244.00	$35.00	$8,015.00	$17.11	$3,918.19
45	EXPLORATION TRENCH, SPECIAL	FOOT	250.00	$5.00	$1,250.00	$15.00	$3,750.00	$15.50	$3,875.00	$15.00	$3,750.00	$13.39	$3,347.50
46	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	1,511.00	$5.00	$7,555.00	$5.00	$7,555.00	$5.00	$7,555.00	$10.00	$15,110.00	$6.67	$10,078.37
47	SANITARY MANHOLES TO BE ADJUSTED	EACH	2.00	$1,200.00	$2,400.00	$975.00	$1,950.00	$1,005.00	$2,010.00	$975.00	$1,950.00	$1,106.11	$2,212.22
48	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.00	$69,517.03	$69,517.03	$59,300.00	$59,300.00	$56,000.00	$56,000.00	$22,000.00	$22,000.00	$57,657.50	$57,657.50
49	SANITARY SEWER, PVC, 8"	FOOT	229.00	$100.00	$22,900.00	$150.00	$34,350.00	$154.50	$35,380.50	$150.00	$34,350.00	$114.72	$26,270.88
50	SANITARY SEWER, PVC, 10"	FOOT	15.00	$120.00	$1,800.00	$200.00	$3,000.00	$206.00	$3,090.00	$200.00	$3,000.00	$175.11	$2,626.65

THIRD AVENUE IMPROVEMENTS (HOLLY COURT TO DIVISION STREET)
PREPARED BY: CHRISTOPHER B. BURKE ENGINEERING
BID TABULATION - TUESDAY, MARCH 16, 2021, 11:00 A.M.

	ACQUA CONTRACTORS		SCHROEDER ASPHALT		CHICAGOLAND PAVING		MAURO SEWER CONSTRUCTION		Average Bid	
	551 S IL RTE 83, Unit R		11022 S Grant Hwy		225 Telser Road		1251 Redeker Rd.			
	Elmhurst, IL 60126		Marengo, IL 60152		Lake Zurich, IL 60047		Des Plaines, IL 60016			
	Phone	(630) 359-4648	Phone	(815) 923-4380	Phone	(847) 550-9681	Phone	(847) 803-2033		
	Fax		Fax		Fax		Fax			

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
51	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	130.00	$45.00	$5,850.00	$57.00	$7,410.00	$30.00	$3,900.00	$60.00	$7,800.00	$46.47	$6,041.10
52	CONSTRUCTION LAYOUT	L SUM	1.00	$20,000.00	$20,000.00	$5,000.00	$5,000.00	$8,733.13	$8,733.13	$10,000.00	$10,000.00	$9,612.57	$9,612.57
53	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	1.00	$800.00	$800.00	$750.00	$750.00	$775.00	$775.00	$750.00	$750.00	$741.67	$741.67
54	DRAINAGE STRUCTURE TO BE REMOVED	EACH	6.00	$300.00	$1,800.00	$650.00	$3,900.00	$670.00	$4,020.00	$650.00	$3,900.00	$430.00	$2,580.00
55	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	27.00	$120.00	$3,240.00	$85.00	$2,295.00	$87.55	$2,363.85	$85.00	$2,295.00	$95.17	$2,569.59
56	STORM SEWER (WATER MAIN REQUIREMENTS) 24 INCH	FOOT	48.00	$180.00	$8,640.00	$175.00	$8,400.00	$180.00	$8,640.00	$175.00	$8,400.00	$163.67	$7,856.16
57	CLASS C PATCHES, SPECIAL, 7"	SQ YD	1,632.00	$88.00	$143,616.00	$48.25	$78,744.00	$57.00	$93,024.00	$72.00	$117,504.00	$71.47	$116,639.04
58	CLASS D PATCHES, SPECIAL, 6"	SQ YD	145.00	$61.00	$8,845.00	$85.00	$12,325.00	$35.00	$5,075.00	$140.00	$20,300.00	$73.05	$10,592.25
59	COMBINATION CONCRETE CURB AND GUTTER REPLACEMENT	FOOT	800.00	$39.00	$31,200.00	$26.00	$20,800.00	$27.00	$21,600.00	$40.00	$32,000.00	$30.44	$24,352.00
60	COMBINED MANHOLE LINING	V FOOT	20.00	$290.37	$5,807.40	$310.00	$6,200.00	$325.00	$6,500.00	$500.00	$10,000.00	$313.37	$6,267.40
61	CONTINGENCY ALLOWANCE	DOLLAR	75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00
62	LATERAL SANITARY SERVICE GROUTING	EACH	18.00	$860.00	$15,480.00	$580.00	$10,440.00	$605.00	$10,890.00	$750.00	$13,500.00	$745.00	$13,410.00
63	PARKWAY RESTORATION - SODDING, SALT TOLERANT	SQ YD	675.00	$15.00	$10,125.00	$15.00	$10,125.00	$16.50	$11,137.50	$26.00	$17,550.00	$16.89	$11,400.75
64	PRE-CONSTRUCTION VIDEO RECORDING	LSUM	1.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$500.00	$500.00	$2,000.00	$2,000.00	$1,777.78	$1,777.78
65	PROJECT SIGN	LSUM	1.00	$800.00	$800.00	$800.00	$800.00	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$1,227.78	$1,227.78
66	SANITARY MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3.00	$10,000.00	$30,000.00	$20,000.00	$60,000.00	$20,550.00	$61,650.00	$21,750.00	$65,250.00	$11,700.00	$35,100.00
67	SANITARY MANHOLE, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.00	$15,000.00	$15,000.00	$24,500.00	$24,500.00	$25,250.00	$25,250.00	$29,500.00	$29,500.00	$15,750.00	$15,750.00
68	SANITARY SERVICE CONNECTION	EACH	4.00	$5,000.00	$20,000.00	$500.00	$2,000.00	$515.00	$2,060.00	$500.00	$2,000.00	$1,318.33	$5,273.32
69	SANITARY SERVICE REPLACEMENT	FOOT	160.00	$145.00	$23,200.00	$130.00	$20,800.00	$134.00	$21,440.00	$130.00	$20,800.00	$93.78	$15,004.80
70	SANITARY SEWER (WATER MAIN REQUIREMENTS), 8"	FOOT	30.00	$150.00	$4,500.00	$250.00	$7,500.00	$258.00	$7,740.00	$250.00	$7,500.00	$170.22	$5,106.60
71	SANITARY SEWER SERVICE COMBINATION CLEANOUT CHECK VALVE	EACH	8.00	$1,000.00	$8,000.00	$1,550.00	$12,400.00	$1,600.00	$12,800.00	$1,600.00	$12,800.00	$1,250.00	$10,000.00
72	SHUTDOWN WATER MAIN CONNECTION	EACH	5.00	$7,500.00	$37,500.00	$4,000.00	$20,000.00	$4,120.00	$20,600.00	$5,000.00	$25,000.00	$4,413.33	$22,066.65
73	STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	1.00	$3,500.00	$3,500.00	$1,900.00	$1,900.00	$1,960.00	$1,960.00	$1,900.00	$1,900.00	$2,223.33	$2,223.33
74	STORM SEWERS, CLASS B (PVC), 6"	FOOT	100.00	$40.00	$4,000.00	$50.00	$5,000.00	$51.50	$5,150.00	$65.00	$6,500.00	$48.06	$4,806.00
75	TREE PRUNING	EACH	10.00	$175.00	$1,750.00	$80.00	$800.00	$100.00	$1,000.00	$200.00	$2,000.00	$120.00	$1,200.00
76	TREES	EACH	7.00	$600.00	$4,200.00	$600.00	$4,200.00	$500.00	$3,500.00	$1,000.00	$7,000.00	$683.33	$4,783.31
77	WATER SERVICE CONNECTION (LONG), 1"	EACH	10.00	$2,250.00	$22,500.00	$2,700.00	$27,000.00	$2,785.00	$27,850.00	$2,850.00	$28,500.00	$2,987.22	$29,872.20
78	WATER SERVICE CONNECTION (SHORT), 1"	EACH	5.00	$1,800.00	$9,000.00	$2,000.00	$10,000.00	$2,060.00	$10,300.00	$2,150.00	$10,750.00	$2,167.78	$10,838.90
79	WATER USAGE CREDIT	UNIT	100.00	$8.85	$885.00	$8.85	$885.00	$8.85	$885.00	$8.85	$885.00	$8.85	$885.00
80	WATER USAGE DEDUCTION	UNIT	100.00	($8.85)	($885.00)	($8.85)	($885.00)	($8.85)	($885.00)	($8.85)	($885.00)	($8.85)	($885.00)
	AS-READ TOTAL			**$1,110,000.00**		**$1,114,429.87**		**$1,130,000.00**		**$1,289,946.50**		**N/A**	
	CALCULATED TOTAL			**$1,110,000.00**		**$1,114,429.87**		**$1,130,000.00**		**$1,289,946.50**		**$1,078,036.64**	



VILLAGE OF VILLA PARK

GRAPHIC SCALE

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Feet

72

VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2021 THROUGH 2025	**Fund(s) / Department(s):** **Street Improvement Fund** **Water Supply Fund** **Wastewater Fund** **Sewer Separation** **CDBG Grant**

Project Name:	**Third Avenue Improvement Project (Holly to Division)**
Objective:	To lessen the frequency and severity of flooding and sewer backups by separating the existing combined sewer.
Description:	This project consists of the separation of the existing combined sewer main on North Third Avenue from Holly Court to Division Street. The village has secured CDBG grant funding for a portion of the construction of the combined sewer separation improvements. Some selective water system and sanitary sewer system improvements are also included.
Justification:	The combined sewer separation was identified by the 2015 Comprehensive Flood Plan and Storm Sewer Analysis prepared by Christopher B. Burke Engineering, Ltd. (CBBEL). The Community Development Block Grant (CDBG) Program is expected to provide grant funding for a portion of the construction of the combined sewer separation improvements.

Funding Source	Total Cost	Previous Years	2021 through 2025	Future Years
Engineering / Professional Services				
Street Improvement Fund	40,675	16,675	24,000	-
Water Supply Fund	8,000	-	8,000	-
Wastewater Fund [1]	5,900	-	5,900	-
Sewer Separation	91,425	50,025	41,400	-
CDBG Grant	-	-	-	-
Engineering Subtotals	**146,000**	**66,700**	**79,300**	**-**
Construction / Building				
Street Improvement Fund	240,000	-	240,000	-
Water Supply Fund	80,000	-	80,000	-
Wastewater Fund [1]	59,000	-	59,000	-
Sewer Separation	14,000	-	14,000	-
CDBG Grant	400,000	-	400,000	-
Construction Subtotals	**793,000**	**-**	**793,000**	**-**
Funding Sources Subtotals				
Street Improvement Fund	280,675	16,675	264,000	-
Water Supply Fund	88,000	-	88,000	-
Wastewater Fund [1]	64,900	-	64,900	-
Sewer Separation	105,425	50,025	55,400	-
CDBG Grant	400,000	-	400,000	-
PROJECT TOTALS	**939,000**	**66,700**	**872,300**	**-**

1. Utility Sales Tax revenue may provide funding for these improvements

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Mike Todorovic
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Edwin Hancock Engineering Co., of Westchester, Illinois, for Phase III Construction Engineering of the Third Avenue Improvement Project (Holly Court to Division Street) in an Amount Not to Exceed $101,671.50

Suggested Action:
The Third Avenue Improvement Project (Holly Court to Division Street) was advertised for bids on February 19, 2021, and bids were opened on March 16, 2021. The scope of work includes new storm sewer to achieve combined sewer separation, sanitary sewer lining, some sidewalk removal and curb replacement, parkway restoration, and other related and incidental work efforts. This resolution will approve a contract with Edwin Hancock Engineering Co., of Westchester, Illinois for phase III construction engineering which includes pre-construction coordination, shop drawing review, construction observation and documentation, survey verification, inspection of traffic control and erosion control, measurement and computation of pay items, preparation of pay estimates, and preparation of record drawings. Staff recommends approval of this engineering services agreement in an amount not to exceed $101,671.50. Funding for this agreement will be taken from Street Improvement (Non Referendum), Water Supply, Wastewater (Sewer Separation) and Wastewater (Operations).

Recommendation:
Staff recommends the approval of the Engineering Services Agreement with Edwin Hancock Engineering Co., of Westchester, Illinois, for Phase III Construction Engineering of the Third Avenue Improvement Project (Holly Court to Division Street).

Attachments:
MEMO - Third (Holly to Division) Phase III Agreement
RESO - Third (Holly to Division) Phase III Agreement.docx
Third (Holly to Division) CIP Listing
Third (Holly to Division) Phase III Agreement Proposal

Memo

To: Rich Keehner, Jr., Village Manager

From: Mike Todorovic, Senior Civil Engineer

Date: March 22, 2021

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Edwin Hancock Engineering Co., of Westchester, Illinois, for Phase III Construction Engineering of the Third Avenue Improvement Project (Holly Court to Division Street) in an Amount Not to Exceed $101,671.50

Staff recommends approval of an engineering services agreement with Edwin Hancock Engineering Co., of Westchester, Illinois for Phase III construction engineering of the Third Avenue Improvement Project (Holly Court to Division Street).

Staff completed a consultant Qualifications Based Selection (QBS) process for the evaluation of consultants to perform construction engineering services for the Village. Edwin Hancock Engineering Co. was selected as one of the firms to perform these services for the Village based on their qualifications. The scope of the engineering services would include pre-construction coordination, shop drawing review, construction observation and documentation, survey verification, inspection of traffic control and erosion control, measurement and computation of pay items, preparation of pay estimates, and preparation of record drawings.

Funding for the engineering services would be taken from Street Improvement Fund (Non Referendum) account number 60.502.10.292, Water Supply Fund (Operations) account number 82.502.02.292, Wastewater (Sewer Separation) Fund account number 83.502.04.292, and Wastewater Fund (Operations) 83.502.02.292.

The timeframe for construction engineering services would follow project construction which is anticipated to be from May 2021 through August 2021. However, project reporting and closeout may extend beyond project completion, and as such, this agreement reflects those potential efforts.

RECOMMENDATION

Staff recommends approval of an engineering services agreement with Edwin Hancock Engineering Co., of Westchester, Illinois, for Phase III Construction Engineering of the Third Avenue Improvement Project (Holly Court to Division Street) in an amount not to exceed $101,671.50.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Edwin Hancock Engineering Co., of Westchester, Illinois, for Phase III Construction Engineering of the Third Avenue Improvement Project (Holly Court to Division Street) in an Amount Not to Exceed $101,671.50

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "*Village*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, Village staff have completed a consultant Qualifications Based Selection (QBS) process and have found Edwin Hancock Engineering Co. of Westchester, Illinois ("Hancock") to be most qualified and requested a proposal from Hancock to perform Phase III Construction Engineering of the Third Avenue Improvement Project (Holly Court to Division Street); and

WHEREAS, Edwin Hancock Engineering Co. has submitted a proposal to conduct professional construction engineering services in an amount not to exceed $101,671.50 pursuant to the terms and conditions of the written proposal (the "*Services Agreement*"); and,

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have reviewed Edwin Hancock Engineering Co.'s proposed Services Agreement, as attached hereto ,and believe it is in the best interests of the Village and its residents to enter into said Services Agreement for the construction of the Third Avenue Improvement Project (Holly Court to Division Street).

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. That the recitals in the preambles to this Resolution are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the Services Agreement between the Village of Villa Park and Edwin Hancock Engineering Co., an Illinois corporation, attached hereto and made a part hereof, is hereby approved and the Village President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the Village.

Section 3. This Resolution shall be in full force and effect immediately from and after its passage and approval according to law.

Resolution No. _____

Passed this ____ day of _____, 2021, pursuant to a roll call vote as follow:

AYES:

NAYS:

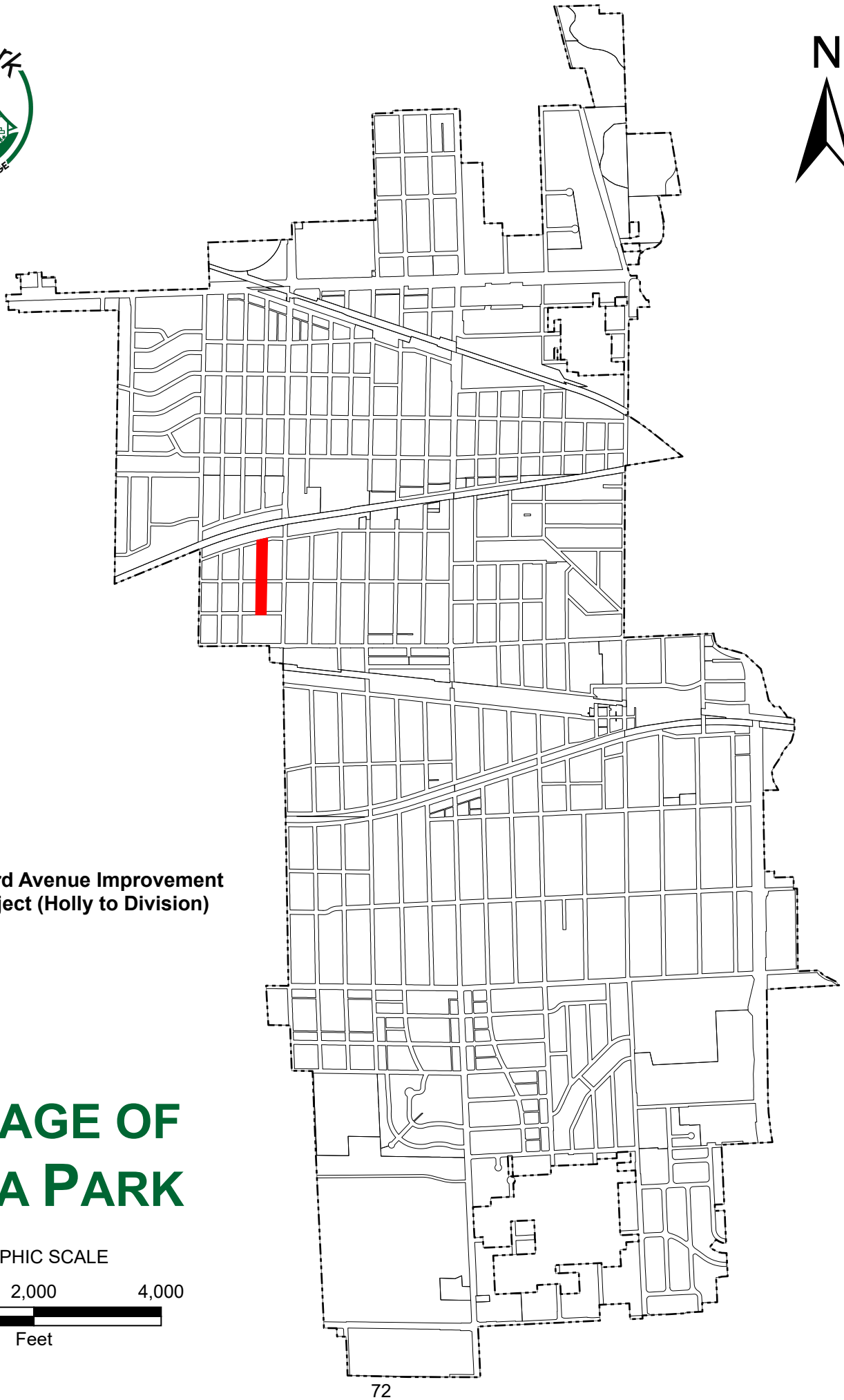
ABSENT:

Approved this _____ day of _____, 2021.

_____
Village President

Attest:

_____
Village Clerk



VILLAGE OF VILLA PARK

GRAPHIC SCALE

0 1,000 2,000 4,000

Feet

72

VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2021 THROUGH 2025	**Fund(s) / Department(s):** **Street Improvement Fund** **Water Supply Fund** **Wastewater Fund** **Sewer Separation** **CDBG Grant**

Project Name:	**Third Avenue Improvement Project (Holly to Division)**
Objective:	To lessen the frequency and severity of flooding and sewer backups by separating the existing combined sewer.
Description:	This project consists of the separation of the existing combined sewer main on North Third Avenue from Holly Court to Division Street. The village has secured CDBG grant funding for a portion of the construction of the combined sewer separation improvements. Some selective water system and sanitary sewer system improvements are also included.
Justification:	The combined sewer separation was identified by the 2015 Comprehensive Flood Plan and Storm Sewer Analysis prepared by Christopher B. Burke Engineering, Ltd. (CBBEL). The Community Development Block Grant (CDBG) Program is expected to provide grant funding for a portion of the construction of the combined sewer separation improvements.

Funding Source	Total Cost	Previous Years	2021 through 2025	Future Years
Engineering / Professional Services				
Street Improvement Fund	40,675	16,675	24,000	-
Water Supply Fund	8,000	-	8,000	-
Wastewater Fund [1]	5,900	-	5,900	-
Sewer Separation	91,425	50,025	41,400	-
CDBG Grant	-	-	-	-
Engineering Subtotals	**146,000**	**66,700**	**79,300**	**-**
Construction / Building				
Street Improvement Fund	240,000	-	240,000	-
Water Supply Fund	80,000	-	80,000	-
Wastewater Fund [1]	59,000	-	59,000	-
Sewer Separation	14,000	-	14,000	-
CDBG Grant	400,000	-	400,000	-
Construction Subtotals	**793,000**	**-**	**793,000**	**-**
Funding Sources Subtotals				
Street Improvement Fund	280,675	16,675	264,000	-
Water Supply Fund	88,000	-	88,000	-
Wastewater Fund [1]	64,900	-	64,900	-
Sewer Separation	105,425	50,025	55,400	-
CDBG Grant	400,000	-	400,000	-
PROJECT TOTALS	**939,000**	**66,700**	**872,300**	**-**

1. Utility Sales Tax revenue may provide funding for these improvements

HANCOCK ENGINEERING
100 Years of Excellence
Civil Engineers ◆ Municipal Consultants ◆ Established 1911

March 16, 2021

Kevin L. Mantels, P.E.
Assistant Village Engineer
Village of Villa Park
20 S Ardmore Ave
Villa Park, IL 60181

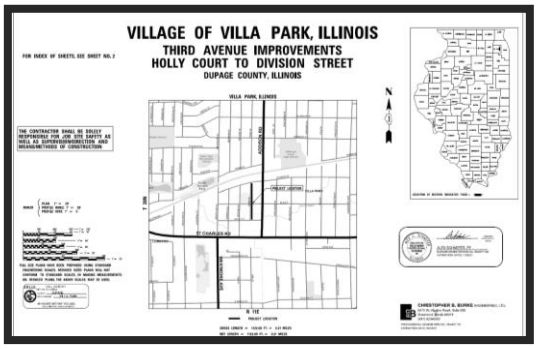
Re: Village of Villa Park
Third Avenue Improvement Project

Dear Mr. Mantels:

Hancock Engineering is pleased to submit our proposal for providing professional engineering services to the Village of Villa Park for performing construction oversight and management of DuPage County CDBG Grant paperwork for the Third Avenue Improvement project.

We have reviewed the bidding documents and discussed the project with our intended project team. We have a thorough understanding of the intent of this project.

Third Avenue



- Approximately 1,000' of curb and gutter replacement
- Approximately 3,000 square feet of sidewalk removal and replacement, including ADA sidewalk ramps and detectable warnings
- Approximately 1,500 feet of sewer replacement and lining
- Nearly 1,500 Square Yards of Hot-Mix Asphalt pavement patching
- Over 400 Tons of Asphalt Roadway restoration

We have the ability and experience to ensure this construction project is adequately implemented from start to finish, including experience in performing construction oversight of very similar projects as well as experience with CDBG funding requirements.

Project Team

Chris Baker, P.E. will be assigned as the Project Manager for these improvements. Chris has over 18 years of experience managing a wide variety of similar projects and currently serves as client manager for the Villages of Broadview and Oak Park. He has recently performed these duties in Villa Park for the Biermann and Yale Avenue Improvements.

Moses Nazzal will be the lead construction engineer for these improvements. Moses recently oversaw the Yale Avenue Improvements for the Village and has 30 years of experience in the

Edwin Hancock Engineering Company ♦ 9933 Roosevelt Road ♦ Westchester, IL 60154-2780 ♦ Phone: 708/865-0300 ♦ Fax: 708/865-1212

construction field. In the instance that Moses becomes unavailable, we are offering Eric Windsor to serve the role of lead construction engineer. Eric has over 20 years of experience at Hancock Engineering.

Hancock Engineering is a mid-sized civil engineering firm that specializes in municipal consulting. We pride ourselves on providing strong client support throughout the project from initial planning stages through project completion. We currently provide full-time municipal engineering services to twelve (12) municipal clients and two (2) water commissions. Hancock Engineering has a reputation of performing exceptional work in all aspects of municipal engineering and planning. Our clients will attest that we provide excellent service at reasonable rates and costs. We would be happy to provide references at your request.

Project Understanding

We understand that the Village of Villa Park is seeking a proposal for engineering services to provide complete construction oversight of this sewer separation project.

Our proposed scope of services is as follows:

1. A project kick-off meeting will be held with the Village, Hancock Engineering, and other interested parties to discuss the project scope and limits. Hancock Engineering will ascertain the standard practices of the Village and become thoroughly familiar with the contract documents, the plans for the construction project and any approved changes there to. We will also schedule a pre-construction conference with the Village, Contractor and Sub-Contractors, and DuPage County.

2. Provide notifications to residents who will be disturbed by construction. We will supply a 24-hour phone number for each project engineer for inclusion in our notifications.

3. Hancock Engineering will confirm that the Contractor's layout meets with the plans.

4. We will provide a Resident Engineer who will provide construction observation and field checks of materials and equipment on a **full-time continuous** basis. This will include the attendance at any progress meetings necessary to ensure the job is completed smoothly.

5. We will review post-construction video records of improved sewer utility to ensure proper construction.

6. We will prepare Pay Estimates and Change Orders as necessary, including the review of waivers.

7. We will work with the Rubino to ensure that proper materials are being supplied by the Contractor. (Rubino's proposal for QA Material Testing has been included with this submittal.)

8. We will provide comprehensive documentation and maintain orderly files or correspondence.

9. We will ensure that the Contractor completes necessary County requirements and procedures, including registration on SAM.gov and submittal of canceled checks and certified payrolls.

10. We will maintain and prepare all necessary documentation as required by CDBG funded

projects. This includes, but is not limited to, Debarment, Section 3, and Davis Bacon Act.

11. We will provide efficient close-out. It is our policy to complete a preliminary "Pre-Final" inspection in which we provide the Contractor with a list of deficiencies that must be corrected prior to project close-out. Once these items have been corrected, we will invite the Village to conduct a Final Inspection. If any items are found to need correction, we will provide instruction to the Contractor to correct the issues.

12. We will deliver Record Drawings in PDF, GIS and ACAD formats at the conclusion of the project.

13. At the conclusion of construction, we will deliver a "Job box" to the Village which will ultimately be owned by the Village of Villa Park.

14. Hancock Engineering will provide continuous communication with the Village and its residents, including coordination with residents for private work installations (sidewalk, storm stubs, etc.)

Exclusions

This proposal does not include the acquisition of any permits.

Schedule

Hancock Engineering understands the necessity for this project to be completed in a prompt manner. We are aware that this project has a completion period of 80 Calendar Days, equating to approximately eleven (11) weeks of full-time inspection, plus and additional 14 days for Contract Close-Out. We anticipate the following approximate schedule:

- Bid Opening 3/16
- Award 4/12
- Pre-Con 4/20
- Construction Start 5/3
- Completion 7/21
- Punchlist Completion 8/3
- Final Close-Out 8/31

	March				April				May					June				July					August			
	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28
Administration					■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■				
Review of Final Bidding Documents	■	■																								
Pre-Construction Meeting							■																			
Shop Drawing Review							■	■																		
Notification Letters							■	■																		
Layout Verification								■	■																	
Full-Time Construction Observation										■	■	■	■	■	■	■	■	■	■							
Part-Time Inspection (Punchlist)																				■	■					
Project Close-Out																						■	■	■	■	

We have analyzed the necessary design steps and associated timetables and evaluated our current capacity of resources. We will be able to sufficiently staff this project.

Projected Man-Hours

Hancock Engineering has reviewed the planned construction and associated schedule and have calculated the following manhours based on our expectation that construction will include full-time inspection for a period of 80 calendar days occurring between May 3rd and July 24th.

Projected Hours per Employee	Baker	Inspector	CADD
Pre-Construction	**16**	**40**	**0**
During Construction	**110**	**440**	**0**
Post-Construction	**80**	**80**	**24**
Total Projected Hours	**750**		

Preconstruction services include preparing for and attending pre-construction meeting, performing a review of the construction drawings and specifications, reviewing shop drawings, verifying the Contractor layout, and initiating the process of notifying residents.

Construction Engineering Costs

The following is a breakdown of our expected costs. As this is a Not-To-Exceed Contract, if construction is completed on an accelerated timeline, the Village will receive cost savings on our inspection services.

Preconstruction Engineering Services				
Baker	16	hrs	$146.00	$2,336.00
Nazzal	40	hrs	$126.00	$5,040.00
During Construction Engineering Services (11 Weeks)				
Baker	110	hrs	$146.00	$16,060.00
Nazzal	440	hrs	$121.00	$55,550.00
Post Construction (Including Landscaping) Engineering Services				
Baker	40	hrs	$146.00	$5,840.00
Nazzal	80	hrs	$121.00	$10,080.00
Material QA Testing				
Rubino Engineering				$3,971.50
CADD – As-Builts provided in AutoCAD and GIS layers format				
Martin	24	hrs	$121.00	$2,904.00

Total Not-to-Exceed Cost: $101,671.50

Project Cost

We will complete the above work on an Hourly Basis, Not-To-Exceed $101,671.50 based on eighty calendar days of full-time inspection. This cost includes the proposal for Rubino Engineering to provide QA materials testing, which has been included as part of this document.

We appreciate the opportunity to provide this proposal to the Village of Villa Park for the above referenced project. We have based our fee on the results of our discussions and an expected Man-Hour Breakdown. Upon acceptance, please sign both copies, retain one for your files and send one to the attention of:

Mr. Chris Baker, P.E.
9933 Roosevelt Road
Westchester, IL 60154

If you should have any questions, please feel free to give me a call.

Executed by the VILLAGE, this

_____ day of _____, 2021

VILLAGE OF VILLA PARK

By _____

Richard Keehner Jr.
Village Manager

Executed by the ENGINEER, this

__16th_____day of __March___, 2021

EDWIN HANCOCK ENGINEERING CO.

Derek Treichel, P.E., CFM
President

Enclosures

Hourly Rates

PERSONNEL CLASSIFICATION	(Team Members)	TOTAL BILLING RATE
ENGINEER –VI	(Baker)	$ 146.00
ENGINEER -V		$ 136.00
ENGINEER -IV	(Nazzal)	$ 126.00
ENGINEER -III		$ 121.00
ENGINEER -II		$ 108.00
ENGINEER -I		$ 96.00
CADD MANAGER		$ 121.00
CADD TECHNICIAN -II		$ 111.00
CADD TECHNICIAN -I		$ 101.00
ENGINEERING TECHNICIAN – V		$ 126.00
ENGINEERING TECHNICIAN – IV		$ 117.00
ENGINEERING TECHNICIAN – III		$ 87.00
ENGINEERING TECHNICIAN – II		$ 68.00
ENGINEERING TECHNICIAN – I		$ 43.00
ADMINISTRATIVE ASSISTANT		$ 65.00

Note: The Schedule of Hourly Rates are subject to change annually as of March 1st. The most current Schedule of Hourly Rates will be in effect at the date of service.

All hourly rates include costs for out-of-pocket expenses including mileage, tolls, photocopying, etc. and no additional compensation will be sought for these items. ***Hancock Engineering has no hidden fees.***

rubino ENGINEERING INC.

PROPOSAL

March 2, 2021/*Revised March 3, 2021*

To: Chris Baker, PE
Edwin Hancock Engineering Co.
9933 Roosevelt Road
Westchester, IL 60154
P: 708-865-0300

Re: **QA Construction Materials Testing Services**
Third Avenue Improvements
(Holly Court to Division Street)
Village of Villa Park

Proposal No. Q21.111-REV

Via email: cbaker@ehancock.com

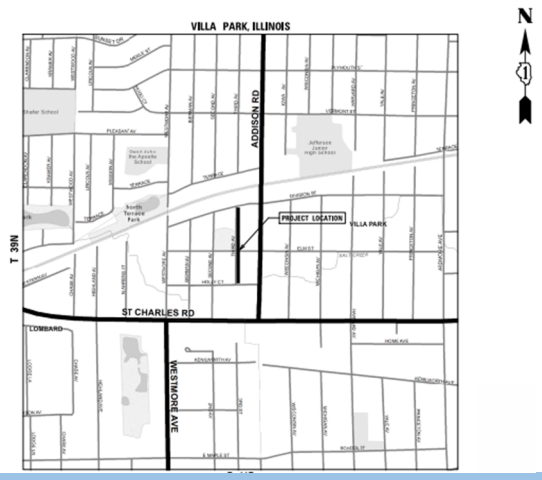
Dear Mr. Baker,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on March 1, 2021 and the following outlines our understanding of the requested scope of services:

Project Name and Description



General Scope of Services

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on March 1, 2021, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
BITUMINOUS PAVING	2	Half (4 hours)
CONCRETE	3	Half (4 hours)

***Portal to Portal**

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

Item Description	Quantity	Unit	Material Tester 1 (hr) $99.00	Vehicle (day) $65.00	Project Manager (hr) $125.00	Nuclear Density Gauge (day) $44.00	Cylinders (each) $17.00	Sample Pickup $255.00	Maximum Theoretical Specific Gravity $110.00	Bulk Specific Gravity $95.00	Ignition Oven Test / Reflux Extraction + Sieve $126.00
Villa Park 2021 Testing											
HMA Surface Course, Mix "D", N50	280	TON	4	1	0.5	1		1	1	1	1
Class D Patches, Special, 6"	145	SY	4	1	0.5	1					
Class C Patches, Special, 7"	1632	SY	4	1	0.5						
PCC Sidewalk, 5"	2825	SF	4	1	0.5		5	1			
Combination Curb & Gutter, Type B-6.12	800	FOOT	4	1	0.5		5	1			
			20	5	2.5	2	10	3	1	1	1
GRAND TOTAL = $3,971.50			$1,980.00	$325.00	$312.50	$88.00	$170.00	$765.00	$110.00	$95.00	$126.00

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

https://rubinoeng.com/schedule-field-testing

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.

Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ **DAY OF** _____ **, 20__.**

BY *(please print)*: _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
   ( ) Copies To: _____ ( ) Copies To: _____
   Attn: _____ Attn: _____
   Email: _____ **Email:** _____

   ( ) Copies To: _____ ( ) Copies To: _____
   Attn: _____ Attn: _____
   Email: _____ **Email:** _____

7. Invoicing Address: _____
   _____
   _____
   Attn: _____
   Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:
   _____
   _____

Rubino Engineering, Inc.
Schedule of Construction Materials Testing Services & Fees through December 1, 2021 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES		
Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	$ 95.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	$ 110.00
Bulk Specific Gravity	Each	$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	$ 126.00
Core Densities	Each	$ 45.00
Sieve Analysis (Washed)	Each	$ 90.00
Sample preparation for the above tests	Each	$ 40.00
MATERIAL TESTER - 1 - *Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.*		
Per Hour		$ 99.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)		$ 148.50
Per Hour Overtime Sundays and Holidays		$ 198.00
EQUIPMENT CHARGES		
Vehicle Charge - Round Trip	Per Day	$ 65.00
Nuclear Density Gauge	Per Day	$ 44.00
ENGINEERING SERVICES		
Principal Engineer	Per Hour	$ 185.00
Project Engineer/Manager	Per Hour	$ 125.00
Administrative Assistant	Per Hour	$ 65.00
Report Review	Each	$ 65.00

REMARKS

1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
4) All rates are billed on a portal-to-portal basis.
5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
6) Transportation and per diem are charged at the applicable rates per trip.
7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
8) A minimum charge of 4 hours applies to field testing and observation services.
9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
11) The minimum billing increment for time is a half hour.
12) A project set-up charge of a minimum of two hours applies to all projects.
13) Professional Services rates are exclusive of expert deposition or testimony time.
14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577 RUBINENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laurie Cloninger
USI Ins Srvcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B : Berkley Insurance Company	32603
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rubino Engineering, Inc.
425 Shepard Dr Ste H
Elgin, IL 60123

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PSB0003777	09/01/2020	09/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PSA0001881	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PSE0002142	09/01/2020	09/01/2021	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0002789	09/01/2020	09/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Professional Liability			AEC903915101	09/01/2020	09/01/2021	$2,000,000 each claim / $4,000,000 annual aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability is written on a 'claims made' policy form.
Some or all officers are excluded from Workers Compensation coverage.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER
Rubino Engineering, Inc.

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
#S29736448/M29734948 LXCAA

HANCOCK ENGINEERING

Standard Terms and Conditions

For purposes of this Agreement, the Subconsultant shall be defined as: _____

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering's, or others, sole risk.

SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT

Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - $2,000,000 per claim/aggregate
- General Liability –
    1. 1,000,000 Each Occurrence – Bodily Injury
    2. 1,000,000 Each Occurrence – Property Damage
    3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - $1,000,000 Per Person/Per Occurrence
- Employer's Liability - $500,000 Each
- Worker's Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Kevin Mantels
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of an Inter-Governmental Grant Agreement with the State of Illinois Department of Commerce and Economic Opportunity (DCEO) for Grant Funding for the Construction of the Michigan Avenue Improvement Project

Suggested Action:
The 2019 State of Illinois Capital Bill included an appropriation in the amount of $550,000 to the Village of Villa Park for road improvements. Staff submitted an application to use this grant funding for the construction of the Michigan Avenue Improvement Project. After reviewing and processing the application, the DCEO has now formally awarded the grant funding to the Village. An agreement between the Village and the DCEO is necessary in order to formally accept the grant award and receive the funding.

Recommendation:
Staff recommends approval of a resolution authorizing the execution of an inter-governmental grant agreement with the State of Illinois Department of Commerce and Economic Opportunity (DCEO) for grant funding for the construction of the Michigan Avenue Improvement Project.

Attachments:
MEMO - Michigan DCEO Grant Agreement
RESO - Michigan DCEO Grant Agreement
Michigan DCEO Grant Agreement Proposed

Memo

To: Rich Keehner, Jr., Village Manager

From: Kevin L. Mantels, P.E., Assistant Village Engineer

Date: April 16, 2021

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of an Inter-Governmental Grant Agreement with the State of Illinois Department of Commerce and Economic Opportunity for Grant Funding for the Construction of the Michigan Avenue Improvement Project

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The 2019 State of Illinois Capital Bill included an appropriation in the amount of $550,000 to the Village of Villa Park for road improvements. State of Illinois Department of Commerce and Economic Opportunity (DCEO) staff reached out to Village staff in February 2020 to request that the Village submit a grant application for the funding. It was determined that the funding would be used for the Michigan Avenue Improvement Project (Central to Kenilworth). Design of the project was already complete, and the project was being readied for bidding at the time of the DCEO's notification.

Staff subsequently submitted an application for grant funding for construction of the Michigan Avenue Project to the DCEO in May 2020. After reviewing and processing the application, the DCEO has now formally awarded the grant funding to the Village. An agreement between the Village and the DCEO is necessary in order to formally accept the grant award and receive the funding.

Following bidding of the Michigan Avenue Improvement Project in May 2020, construction of the project began in August 2020 and is now substantially complete. Upon execution of the grant agreement by both Village and State officials, Village staff would proceed with requesting reimbursement of grant funds for the project from the DCEO.

RECOMMENDATION

Staff recommends approval of a resolution authorizing the execution of an inter-governmental grant agreement with the State of Illinois Department of Commerce and Economic Opportunity for grant funding for the construction of the Michigan Avenue Improvement Project.

RESOLUTION NO. _____

RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AUTHORIZING THE EXECUTION OF AN INTER-GOVERNMENTAL GRANT AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY FOR GRANT FUNDING FOR THE CONSTRUCTION OF THE MICHIGAN AVENUE IMPROVEMENT PROJECT

WHEREAS, the Village of Villa Park (the "Village") is a duly organized and validly existing non home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village previously made application to and has been awarded grant funding from the State of Illinois Department of Commerce and Economic Opportunity for the construction of the Michigan Avenue Improvement Project; and

WHEREAS, the Village of Villa Park President and Board of Trustees have determined that it is in the best interests of the citizens of the Village to enter into an agreement with the State of Illinois Department of Commerce and Economic Opportunity for grant funding for the construction of the Michigan Avenue Improvement Project as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: That the Village President is hereby authorized to execute the Inter-Governmental Grant Agreement with the State of Illinois Department of Commerce and Economic Opportunity for grant funding for the construction of the Michigan Avenue Improvement Project.

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

PASSED this _____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2021

_____
Village President

Attest: _____
Village Clerk

INTER-GOVERNMENTAL GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
Village of Villa Park

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at **500 E Monroe St, Springfield, IL 62701**, and **Village of Villa Park** (Grantee), with its principal office at **20 South Ardmore Avenue**, **Villa Park, IL 60181-2610**, and payment address (if different than principal office) at **N/A**, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **046573184** is Grantee's correct DUNS Number, that is Grantee's correct UEI, if applicable, that **366006132** is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

____	Individual	____	Pharmacy-Non Corporate
____	Sole Proprietorship	____	Pharmacy/Funeral Home/Cemetery Corp.
____	Partnership	____	Tax Exempt
____	Corporation (includes Not For Profit)	____	Limited Liability Company (select applicable tax
____	Medical Corporation		classification)
X	Governmental Unit	____	P = partnership
____	Estate or Trust	____	C = corporation

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed **$550,000.00** of which **$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Catalog of Federal Domestic

Assistance (CFDA) Name is **N/A** and Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758. The State Award Identification Number is 1758-24773.

1.4. Term. This Agreement shall be effective on **07/01/2020** and shall expire on **06/30/2022**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____
Signature of Erin B. Guthrie, Director

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Other Approver

_____

VILLAGE OF VILLA PARK

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Albert Bulthuis

Printed Title: Village President

Email: presidentbulthuis@invillapark.com

ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV
PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. *See* 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by

Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended

before Grantor gives written approval. *See* 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal

year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. *See* 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. *See* 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. *See* 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time,

if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. Federal Requirements. All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the

debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in

compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX
CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. *See* 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for

any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. *See* 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. *See* 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. *See* 2 CFR 200.301 and 200.210.

ARTICLE XV

AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends $300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. *See* 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor

require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or

signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly, and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the residents of the Village of Villa Park in DuPage County.

This overall project will include costs associated with the reconstruction of approximately 1,900 feet of roadway along South Michigan Avenue from West Central Boulevard to West Kenilworth Avenue in the Village of Villa Park. Overall improvements will include roadway construction, storm sewer installation, sanitary sewer repairs, water main service adjustments, sidewalk repair, parkway restoration, and all related appurtenances.

Specifically, Grant funds will include a portion of the "Paving/Concrete/Masonry," costs associated with the roadway, parkway, and sidewalk rehabilitation to include the purchase and installation of bondable items such as: aggregate sub grate and base; bituminous material; hot mix asphalt surface, binder, and driveway; cement concrete driveway, sidewalk, curb, and gutter; the removal of pavement, driveways, curbs, gutters, and sidewalks; aggregate temporary access; and protective coats for pavements

Completion of this project will benefit the public by correcting issues with storm and sanitary drainage, general pavement problems, and trip hazards thus making the area safer for residents for years to come.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

PAYMENT

Grantee shall receive $550,000.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Variable Advance/Remainder based on cash needs/reimbursement (25% Advance)
The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Award Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (**Exhibit A**), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (**Exhibit A**), any costs incurred prior to the Award Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the Project Description (**Exhibit A**) and Deliverables or Milestones (**Exhibit B**). Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address.

GRANTOR CONTACT

Name:	Jenna Broom
Title:	Grant Manager
Address:	500 E Monroe St Springfield, IL 62701
Phone:	217-785-6167
TTY#:	(800) 785-6055
Fax#:	N/A
Email Address:	jenna.broom2@illinois.gov

GRANTEE CONTACT

Name:	Kevin L Mantels
Title:	Assistant Village Engineer
Address:	20 South Ardmore Avenue Villa Park, IL 60181-2610
Phone:	630-834-8505
TTY#:	N/A
Fax#:	630-834-8509
Email Address:	kmantels@invillapark.com
Additional Information:	

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee:
Authorized Designee Title:
Authorized Designee Phone:
Authorized Designee Email:

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee:
Authorized Designee Title:
Authorized Designee Phone:
Authorized Designee Email:

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Michael Bland
Email: michael.bland@illinois.gov
Phone: 217-782-9991
Fax#: N/A

Address: 500 E Monroe St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

EXHIBIT F

PERFORMANCE STANDARDS

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section:	03-Financial and Regulatory Reporting (2 CFR 200.327)
Conditions:	Requires more detailed reporting;
Timeframe:	One year.
ICQ Section:	06 - Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Timeframe:	When corrective action is complete.
PRAQ Section:	03- Audit
Conditions:	Desk review for the status of implemented corrective action
Timeframe:	Agency re-examines in 6 months;

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXIX
ADDITIONAL MONTORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of 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; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq*. (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.7, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.7.

ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A**, **B** and **E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the

sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A**, **B** and **E**) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Award or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXV
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

ARTICLE XXXVI
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

ARTICLE XXXVII
APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 *et seq.*). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 *et seq.*). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 *et seq.*). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. Steel Products Procurement Act (30 ILCS 565 *et seq.*). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 *et seq.*).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 *et seq.*) and Personal Information Protection Act (815 ILCS 530 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information.

Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, “Personal Information” shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 (“PIPA”).

(b) Protection of Personal Information. The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

39.4. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

April 2021

- Quarterly Periodic Financial Report (04/30/2021) - Covering Period of 07/01/2020 - 03/31/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2021) - Covering Period of 07/01/2020 - 03/31/2021; Send To: Grant Manager

July 2021

- Quarterly Periodic Financial Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager

November 2021

- Quarterly Periodic Financial Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager

January 2022

- Quarterly Periodic Financial Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager

May 2022

- Quarterly Periodic Financial Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager

• Quarterly Periodic Performance Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager

August 2022

• Quarterly Periodic Financial Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager
• Quarterly Periodic Performance Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager
• End of grant Closeout Financial Report (08/15/2022) - Covering Period of 07/01/2020 - 06/30/2022; Send To: Grant Manager
• End of grant Closeout Performance Report (08/15/2022) - Covering Period of 07/01/2020 - 06/30/2022; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
_____	Illinois Dept. of Natural Resources	_____	_____
_____	Illinois Environmental Protection Agency	_____	_____
X	NONE APPLICABLE		

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq*.

(3) External Sign-Off Provisions:

a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.

c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

41.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

41.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of $500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project

cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

41.6. Compliance with Business Enterprise Program. Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq*.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

41.7 Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq*.) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

ARTICLE XLII
BOND FUNDED GENERAL GRANT PROVISIONS

42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2021
Grantee:	Village of Villa Park	DUNS Number:	46573184
NOFO Number:		CSFA Number:	Grant Number: 20-203243
CSFA Description:			

Section A: State of Illinois Funds	Summary	Detail
Revenues		
State of Illinois Grant Amount Requested	$550,000.00	
Budget Expenditure Categories		
1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	$550,000.00	
1219 PAVING/CONCRETE/MASONRY		$550,000.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	$550,000.00	$550,000.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	$550,000.00	$550,000.00

Grantee: Village of Villa Park

NOFO Number: 0

Grant Number: 20-203243

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organziation must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) ☐ Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).

2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.

4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- ☐ complies with other statutory policies.

Rate: ____ %

5) ☐ No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: ____ To: ____ Approving Federal or State Agency: ____

Indirect Cost Rate: ____ % The Distribution Base Is: ____

Grantee: Village of Villa Park

NOFO Number: 0

Grant Number: 20-203243

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization:		Institution/Organization:	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Phone:		Phone:	
Date:		Date:	

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Kevin Mantels
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of an Inter-Governmental Grant Agreement with the State of Illinois Department of Commerce and Economic Opportunity (DCEO) for Grant Funding for the Construction of the Plymouth Street Improvement Project

Suggested Action:
The 2019 State of Illinois Capital Bill included an appropriation in the amount of $733,500 to the Village of Villa Park for the Plymouth Street Improvement Project. Staff submitted an application for the funding to the DCEO in July 2020. After reviewing and processing the application, the DCEO has now formally awarded the grant funding to the Village. An agreement between the Village and the DCEO is necessary in order to formally accept the grant award and receive the funding.

Recommendation:
Staff recommends approval of a resolution authorizing the execution of an inter-governmental grant agreement with the State of Illinois Department of Commerce and Economic Opportunity (DCEO) for grant funding for the construction of the Plymouth Street Improvement Project.

Attachments:
MEMO - Plymouth DCEO Grant Agreement
RESO - Plymouth DCEO Grant Agreement
Plymouth DCEO Grant Agreement Proposed

Memo

To: Rich Keehner, Jr., Village Manager

From: Kevin L. Mantels, P.E., Assistant Village Engineer

Date: April 16, 2021

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of an Inter-Governmental Grant Agreement with the State of Illinois Department of Commerce and Economic Opportunity for Grant Funding for the Construction of the Plymouth Street Improvement Project

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The 2019 State of Illinois Capital Bill included an appropriation in the amount of $733,500 to the Village of Villa Park for the Plymouth Street Improvement Project. State of Illinois Department of Commerce and Economic Opportunity (DCEO) staff reached out to Village staff in June 2020 to request that the Village submit a grant application for the funding. Design of the project was nearly complete at the time of the DCEO's notification.

Staff subsequently submitted an application for grant funding for the construction of the Plymouth Street Improvement Project to the DCEO in July 2020. After reviewing and processing the application, the DCEO has now formally awarded the grant funding to the Village. An agreement between the Village and the DCEO is necessary in order to formally accept the grant award and receive the funding.

Following bidding of the Plymouth Street Improvement Project in August 2020, construction of the project began in October 2020 and is now substantially complete. Upon execution of the grant agreement by both Village and State officials, Village staff would proceed with requesting reimbursement of grant funds for the project from the DCEO.

RECOMMENDATION

Staff recommends approval of a resolution authorizing the execution of an inter-governmental grant agreement with the State of Illinois Department of Commerce and Economic Opportunity for grant funding for the construction of the Plymouth Street Improvement Project.

RESOLUTION NO. _____

RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AUTHORIZING THE EXECUTION OF AN INTER-GOVERNMENTAL GRANT AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY FOR GRANT FUNDING FOR THE CONSTRUCTION OF THE PLYMOUTH STREET IMPROVEMENT PROJECT

WHEREAS, the Village of Villa Park (the "Village") is a duly organized and validly existing non home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village previously made application to and has been awarded grant funding from the State of Illinois Department of Commerce and Economic Opportunity for the construction of the Plymouth Street Improvement Project; and

WHEREAS, the Village of Villa Park President and Board of Trustees have determined that it is in the best interests of the citizens of the Village to enter into an agreement with the State of Illinois Department of Commerce and Economic Opportunity for grant funding for the construction of the Plymouth Street Improvement Project as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: That the Village President is hereby authorized to execute the Inter-Governmental Grant Agreement with the State of Illinois Department of Commerce and Economic Opportunity for grant funding for the construction of the Plymouth Street Improvement Project.

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

PASSED this _____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2021

_____
Village President

Attest: _____
Village Clerk

INTER-GOVERNMENTAL GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
Village of Villa Park

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at **500 E Monroe St, Springfield, IL 62701**, and **Village of Villa Park** (Grantee), with its principal office at **20 South Ardmore Avenue**, **Villa Park, IL 60181-2610**, and payment address (if different than principal office) at **N/A**, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **046573184** is Grantee's correct DUNS Number, that is Grantee's correct UEI, if applicable, that **366006132** is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

_____	Individual	_____	Pharmacy-Non Corporate
_____	Sole Proprietorship	_____	Pharmacy/Funeral Home/Cemetery Corp.
_____	Partnership	_____	Tax Exempt
_____	Corporation (includes Not For Profit)	_____	Limited Liability Company (select applicable tax
_____	Medical Corporation		classification)
X	Governmental Unit	_____	P = partnership
_____	Estate or Trust	_____	C = corporation

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed **$733,500.00** of which **$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Catalog of Federal Domestic

Assistance (CFDA) Name is **N/A** and Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758. The State Award Identification Number is 1758-25198.

1.4. Term. This Agreement shall be effective on **10/01/2020** and shall expire on **09/30/2022**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____
Signature of Sylvia I. Garcia, Acting Director

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Other Approver

_____

VILLAGE OF VILLA PARK

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Albert Bulthuis

Printed Title: Village President

Email: presidentbulthuis@invillapark.com

ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV
PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. *See* 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by

Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended

before Grantor gives written approval. *See* 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal

year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. *See* 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. *See* 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. *See* 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time,

if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. Federal Requirements. All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the

debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in

compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX
CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. *See* 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for

any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. *See* 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. *See* 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. *See* 2 CFR 200.301 and 200.210.

ARTICLE XV

AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends $300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. *See* 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor

require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or

signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly, and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the residents of the Village of Villa Park in DuPage County.

This Grant-funded project will include a portion of the costs associated with the rehabilitation of the Grantee-owned East Plymouth Street from North Ardmore Avenue to North Villa Avenue in Villa Park. Grant funds will include the removal and replacement of comprehensive roadway improvements to include roadway rehabilitation, storm sewer installation, sidewalk replacement, parkway restoration, and any additional appurtenant costs.

Specifically, Grant funds will include a portion of costs associated with the project as follows:

Equipment/Material/Labor – to include costs associated with the purchase and installation of storm sewers, sign supports, inlet filters, frames, grates, lids, construction layout, temporary fencing, and the removal and relocation of sign panels.

Paving/Concrete/Masonry – to include costs associated with the removal and replacement of old pavement, curbs, gutters, and sidewalks; adjustment and reconstruction of drainage and utility structures; the purchase and installation of aggregate, bituminous materials, binder, asphalt, protective coating, detectable warnings, concrete, temporary accesses, patches, pavement markings, and traffic control and protection.

Excavation/Site Prep/Demo – to include cost associated with earth excavation, removal and disposal of unsuitable material, trench backfill, installation of ground stabilization fabric, supplemental watering, exploration trenching, and installation of topsoil and sod.

Plumbing – to include costs associated with the replacement of two catch basins.

Other Construction Expenses – to include costs associated with tree removal and pruning; removal and reinstallation of various landscaping; and the purchase and installation of new trees for beautification.

Contingency – to include costs associated with cost overruns in other budgeted categories.

Completion of this project will rehabilitate the deteriorating street and allow for many years of use by the community with increased drivability and improvement of curb appeal and property values.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

PAYMENT

Grantee shall receive $733,500.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Variable Advance/Remainder based on cash needs/reimbursement (25% Advance)
The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Award Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (**Exhibit A**), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (**Exhibit A**), any costs incurred prior to the Award Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the Project Description (**Exhibit A**) and Deliverables or Milestones (**Exhibit B**). Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address.

GRANTOR CONTACT

Name:	Jenna Broom
Title:	Grant Manager
Address:	500 E Monroe St Springfield, IL 62701
Phone:	217-785-6167
TTY#:	(800) 785-6055
Fax#:	N/A
Email Address:	jenna.broom2@illinois.gov

GRANTEE CONTACT

Name:	Kevin L Mantels
Title:	Assistant Village Engineer
Address:	20 South Ardmore Avenue Villa Park, IL 60181-2610
Phone:	630-834-8505
TTY#:	N/A
Fax#:	630-834-8509
Email Address:	kmantels@invillapark.com
Additional Information:	

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee:
Authorized Designee Title:
Authorized Designee Phone:
Authorized Designee Email:

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee:
Authorized Designee Title:
Authorized Designee Phone:
Authorized Designee Email:

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Michael Bland
Email: michael.bland@illinois.gov
Phone: 217-782-9991
Fax#: N/A

Address: 500 E Monroe St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

EXHIBIT F

PERFORMANCE STANDARDS

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section:	03 - Financial and Regulatory Reporting (2 CFR 200.327)
Conditions:	Requires more detailed reporting;
Timeframe:	One year.
ICQ Section:	06 - Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Timeframe:	When corrective action is complete.
PRAQ Section:	03 - Audit
Conditions:	Desk review for the status of implemented corrective action
Timeframe:	Agency re-examines in 6 months;

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXIX
ADDITIONAL MONTORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of 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; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq*. (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.7, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.7.

ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A**, **B** and **E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the

sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A**, **B** and **E**) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Award or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXV
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

ARTICLE XXXVI
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

ARTICLE XXXVII
APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 *et seq.*). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 *et seq.*). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 *et seq.*). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. Steel Products Procurement Act (30 ILCS 565 *et seq.*). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 *et seq.*).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 *et seq.*) and Personal Information Protection Act (815 ILCS 530 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information.

Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, “Personal Information” shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 (“PIPA”).

(b) Protection of Personal Information. The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

39.4. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

April 2021

- Quarterly Periodic Financial Report (04/30/2021) - Covering Period of 10/01/2020 - 03/31/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2021) - Covering Period of 10/01/2020 - 03/31/2021; Send To: Grant Manager

July 2021

- Quarterly Periodic Financial Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager

November 2021

- Quarterly Periodic Financial Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager

January 2022

- Quarterly Periodic Financial Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager

May 2022

- Quarterly Periodic Financial Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager

• Quarterly Periodic Performance Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager

August 2022

• Quarterly Periodic Financial Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager
• Quarterly Periodic Performance Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager

October 2022

• Quarterly Periodic Financial Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager
• Quarterly Periodic Performance Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager

November 2022

• End of grant Closeout Financial Report (11/14/2022) - Covering Period of 10/01/2020 - 09/30/2022; Send To: Grant Manager
• End of grant Closeout Performance Report (11/14/2022) - Covering Period of 10/01/2020 - 09/30/2022; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
X	Illinois Dept. of Natural Resources	**X**	_____
_____	Illinois Environmental Protection Agency	_____	_____
_____	NONE APPLICABLE		

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq*.

(3) External Sign-Off Provisions:

a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.

c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

41.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

41.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of $500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

41.7 Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq*.) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

ARTICLE XLII
BOND FUNDED GENERAL GRANT PROVISIONS

42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2021
Grantee:	Village of Villa Park	DUNS Number:	46573184
NOFO Number:		CSFA Number:	Grant Number: 20-203258
CSFA Description:			

Section A: State of Illinois Funds	Summary	Detail
Revenues		
State of Illinois Grant Amount Requested	$733,500.00	
Budget Expenditure Categories		
1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	$733,500.00	
1217 EQUIPMENT/MATERIAL/LABOR		$35,498.00
1219 PAVING/CONCRETE/MASONRY		$549,457.00
1225 EXCAVATION/SITE PREP/DEMO		$57,225.00
1229 PLUMBING		$17,400.00
1233 OTHER CONSTRUCTION EXPENSES		$43,920.00
1235 CONTINGENCY		$30,000.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	$733,500.00	$733,500.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		

18. Total Costs State Grant Funds (Lines 16 and 17)	$733,500.00	$733,500.00

Grantee: Village of Villa Park

NOFO Number: 0

Grant Number: 20-203258

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organziation must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) ☐ Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).

2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.

4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- ☐ complies with other statutory policies.

Rate: ____ %

5) ☐ No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: ____ To: ____ Approving Federal or State Agency: ____

Indirect Cost Rate: ____ % The Distribution Base Is: ____

Grantee: Village of Villa Park

NOFO Number: 0

Grant Number: 20-203258

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization:		Institution/Organization:	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Phone:		Phone:	
Date:		Date:	

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Designating Freedom of Information Officers

Suggested Action:
The Village has appointed two individuals as Freedom of Information Officers in order to meet the requirements of Public Act 096-542. In light of recent staffing changes, it is recommended that Amy Raffel, Confidential Executive Assistant to the Village Manager, be appointed to the second position. The other position is occupied by Janet Gorman, Human Resource Manager.

Attachments:
RESO- Designation Freedo of Info Officers.doc

RESOLUTION NO._____

RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, DESIGNATING FREEDOM OF INFORMATION OFFICERS

WHEREAS, The Village of Villa Park is a municipal corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, Public Act 096-0542, effective January 1, 2010, has made substantial changes to the Freedom of Information Act, including creating section 3.5 (5 ILCS 140-3.5), which requires a public body to designate one or more Freedom of Information Officer or Officers: and

WHEREAS, The Village President and Board of Trustees of the Village of Villa Park Hereby finds and declares that it is in the best interests of the Village to designate a Freedom of Information Officer;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

SECTION 1: Janet Gorman and Amy Raffel are hereby designated as Freedom of Information Officers for the Village of Villa Park.

SECTION 2: All policies and resolutions of the Village which conflict with the provisions of this resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED THIS 26 DAY OF APRIL, 2021.

VILLAGE OF VILLA PARK

_____
President, Village of Villa Park

ATTEST:

_____
Clerk, Village of Villa Park

Resolution No. _____

ADOPTED this _____day of_____, 2021, pursuant to a roll call

vote is follows:

AYES:_____

NAYS:_____

ABSENT:_____

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Village Manager's Employment Contract

Suggested Action:

Attachments:
Resolution VM Contract 2021.docx
May 1, 2021 MGR Keehner Empolyment Contract.doc

RESOLUTION NO. ____

RESOLUTION APPROVING TERMS OF EMPLOYMENT OF THE VILLAGE MANAGER PURSUANT TO EMPLOYMENT AGREEMENT

WHEREAS, the Village of Villa Park (the "Village") is a non-home-rule municipality duly organized and existing pursuant to the Constitution of 1970 and the laws of the State of Illinois; and,

WHEREAS, the Village is a strong manager form of government pursuant to Article 5 of the Illinois Municipal Code (65 ILCS 5/1-1-2 *et seq.*) with a manager appointed by the Village President and Board of Trustees (the *"Corporate Authorities"*) who serves as the administrative head of the Village; and,

WHEREAS, the Corporate Authorities have reviewed the terms of employment of Richard D. Keehner, Jr. of the Village of Villa Park as set forth in the Employment Agreement attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, that the terms of employment of Richard D. Keehner, Jr. as set forth in the Employment Agreement attached hereto are hereby approved and the Village President and Village Clerk are hereby authorized to execute said Employment Agreement.

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____day of _____, 2021

_____
Village President

Attest: _____
Village Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "*Agreement*") is made and entered into this _____ day of April, 2021, by and between the Village of Villa Park, DuPage County, Illinois, a municipal corporation (hereinafter called the "*Employer*"), and Richard D. Keehner, Jr. (hereinafter called the "*Employee*") both of whom understand as follows:

Section 1. Employment and Duties. The Employee, having been appointed by the Village President and the Board of Trustees (hereinafter called the "*Village Board*"), has been employed as the Village Manager of the Village of Villa Park in accordance with all of the provisions of local ordinances which relate to the duties of said office, as may be in effect from time to time. The Employee hereby agrees to continue to perform said duties as Village Manager.

Section 2. Employment Commencement and Term. The Employee's employment commenced April 18, 2011, pursuant to the terms set forth in an Employment Agreement by and between the Employer and the Employee dated March 14, 2011 (the "*Original Agreement*"). This Employment Agreement supersedes and voids the Original Agreement and all other prior agreements, written or oral, between the Employer and Employee. As provided by the Illinois Municipal Code, Section 5-3-7 (65 ILCS 5/5-3-7) and the Village Code of Ordinances, the Employee, as Village Manager, shall serve for an indefinite term, subject to removal from his office as Village Manager by a majority vote of all of the members of the Village Board (the "*Employer*"), subject to Sections 19, 20 and 21 of this Employment Agreement.

Section 3. Salary. The Employer shall pay the Employee for full-time services as Village Manager, an annualized salary of One Hundred Eighty-One Thousand Two Hundred Seventy-Two Dollars and Seventy-Nine cents ($181,272.79) payable in installments at the same

time as other administrative employees of the Employer are paid, said salary to be retroactive from May 1, 2021.

Consideration shall be given on an annual basis to increase compensation. The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 16 of this Employment Agreement. The Employer agrees to increase the compensation each year by the minimum of the average across the board increase granted to other employees of the Employer.

Section 4. Deferred Compensation Plan. Employer agrees to execute all necessary agreements provided by the ICMA Retirement Corporation (ICMA-RC) deferred compensation plan for Employee's participation in said supplementary retirement plan. Effective May 1, 2018 and each May 1 thereafter, the Employer agrees to make an annual contribution to the ICMA Retirement Corporation deferred compensation plan in the amount of Four percent (4.00 %) of the Employee's annual salary at that time.

Section 5. Automobile. The Employee's duties require exclusive and unrestricted use of an automobile. This requirement shall be met through a monthly vehicle allowance.

The Employer agrees to pay to the Employee, during the term of this Employment Agreement and in addition to other salary and benefits herein provided, the sum of Six Thousand Dollars ($6,000) per year, payable monthly, as a vehicle allowance to be used to purchase, lease or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular replacement of said vehicle.

Section 6. Insurance. The Employer shall provide the Employee and his dependents at Employer's expense, employee group medical as described in *Attachment A*. The Employer shall also provide the Employee life insurance as described in *Attachment A*.

Section 7. Retirement Benefits. The Employer shall enroll the Employee in the Illinois Municipal Retirement Fund as required by state statute and the Village retirement plan.

Section 8. Dues and Subscriptions. Subject to budget approval by the Village Board, the Employer shall pay for the reasonable professional dues and subscriptions of the Employee necessary for his continued participation in national, regional, state and local associations and organizations desirable for the Employee to gain skills and knowledge to benefit his performance as Village Manager, as budgeted.

The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations, as budgeted.

Section 9. Technology. The Employer shall provide Employee with a computer, software, fax/modem, cell phone/smartphone required for the Employee to perform the job and to maintain communication.

Section 10. Professional Development. Subject to budget approval by the Village Board, the Employer shall pay for the reasonable travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions designed to continue the professional development of Employee and to adequately pursue necessary official and other functions of the Employer.

Section 11. Vacation, Sick Leave, Personal Leave. Sick leave, holiday and personal leave days will be the same as other non-contract employees of the Employer as stated in the Personnel Rules and Regulations Manual of the Employer as described in Attachment B. Employee shall be entitled to five (5) weeks of vacation each fiscal year of the Employee commencing May 1, 2013.

Section 12. Residency Requirement. The Employee will be required to always reside and to maintain a residence within the corporate boundaries of Villa Park.

Section 13. Exclusivity. During the term of this Employment Agreement, Employee shall not perform any work or services for compensation for any other governmental body, entity or other employer without prior written authorization of the Village Board.

Section 14. Taxes. Employee shall be responsible for any required federal, Illinois or local taxes, as applicable, which are to be paid on amounts or benefits received by Employee under this Employment Agreement, whether such taxes are to be paid by legally required payroll withholding or otherwise. Employer shall pay the Employer's portion of Medicare, FICA and IMRF.

Section 15. Indemnification. Except for the willful and wanton misconduct of the Employee, Employer shall defend, save and hold harmless and indemnify Employee against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Village Manager. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 16. Employee Review. The Employer shall review and evaluate the performance

of the Employee annually in April of each calendar year. The performance evaluation consists of a process, form, criteria, and format which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation; (2) meet and discuss the evaluation; and, (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting. On each anniversary date of this Employment Agreement, the terms and conditions, including but not limited to salary, benefits, and severance pay, shall be subject to negotiation.

Section 17. Personnel Rules. The Personnel Rules of the Employer shall apply to Employee, except as it relates to overtime pay inasmuch as the Employee is employed in a management capacity.

Section 18. Hours of Work. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 19. Resignation. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the rights of the Employee to resign at any time from the position of Employee, subject to the provisions of this paragraph. The Employee may resign by giving a minimum of thirty (30) days written notice to the Employer, unless the parties agree to some other time period. The Employee shall be entitled to all salary and fringe benefits, health and life insurance, that have accrued to the Employee to the effective date of his resignation, on the condition that the Employee continues in the performance of the full time duties of Village Manager for the Employer.

Section 20. Termination. The Employee is an at will employee of the Employer. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the rights of the Village Board to terminate the employment of the Employee at any time, with or without cause, subject only to the provisions of Sections 20 and 21 below.

Section 21. Just Cause; Notice of Termination.

A. *Cause Termination*. For purposes of this Employment Agreement, Cause shall be defined only as (i) commission by the Employee of any act of fraud or willful misconduct toward the Village; (ii) any material or substantial breach of the Employee's obligations under this Employment Agreement; (iii) the conviction of the Employee of any felony (or a plea of *nolle contendere* thereto); (iv) the Employee's willful refusal to follow any instruction from the Village Board consistent with his position and duties set forth in Section 1.

B. *Notice of Termination*. Any termination by the Village Board for Cause, or without Cause, or by the Employee for Good Reason, shall be communicated by Notice of Termination to the other party hereto. For purposes of this Employment Agreement, a "*Notice of Termination*" means a written notice which (i) indicates whether the termination is for Cause or without Cause; and, (ii) if the Date of Termination (as defined below) is other than the date of receipt of such notice, specifies the termination date.

C. *Date of Termination*. "*Date of Termination*" means either the date of receipt of the Notice of Termination or any later date specified therein. If the Employee's employment is terminated by reason of death or otherwise by the Employee, the date of death or other termination by the Employee shall be the Date of Termination.

Section 22. Obligation of the Village Upon Termination. In the event the employment

of the Employee is terminated by the Corporate Authorities without cause, the Employer agrees to pay the Employee a severance payment as follows:

A. *Without Cause*. If, during the Employment Period, the Village shall terminate the Employee's employment other than for Cause, death or permanent disability, the Village agrees to pay the employee a severance payment as follows:

> "In the event the Employee is terminated early under this section by the Village during the term of this Employment Agreement, the Village agrees to compensate the Employee twenty (20) weeks total compensation, including continuation of all benefits during the twenty (20) weeks termination period ("*Termination Period*"). The compensation shall be paid immediately in consecutive monthly installments, each of which shall be equal to the total monthly salary and benefits due and payable to the Manager for the last full month of employment prior to the notice of termination. These payments shall continue as if the Manager had remained in Village employ for the termination period, or until the Manager secures other full-time employment, whichever occurs first. The Village shall provide sixty (60) days prior written notice of its decision to terminate this Employment Agreement. In consideration for, and as a condition precedent to provision of all benefits under this paragraph, Employee shall execute a general release releasing Employer from any and all causes of action, claims and demands which Employee might have against the Employer."

B. *Without Cause. New Governing Body Members*. In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Employment Agreement, such termination shall be deemed to be without cause and the Employer agrees to pay Severance in accordance with Section 21(A).

C. *With Cause*. If the Employee's employment shall be terminated by the Village for Cause, death or permanent disability, the Village shall have no further payment obligations to the Employee under this Employment Agreement after the Date of Termination.

Section 23. Reduction of Benefits. Employer may not, at any time during the term of this Employment Agreement reduce the salary or other benefits of the Employee.

Section 24. Bonding. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 25. Notice. Any notice required or otherwise given pursuant to this Employment Agreement shall be in writing and shall be served, unless otherwise provided, on the parties personally or by certified or registered mail, return receipt requested, and shall be deemed given on the date personally served, or on the date of such mailing. Mailed notice to the Employee shall be given to his then current residence address. Mailed notice to the Employer shall be given to the Village President at the address for the Village Hall.

Section 26. Other Terms and Conditions of Employment. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are inconsistent with or in conflict with the provisions of this Employment Agreement, the Villa Park Code of Ordinances or any other law. Nothing herein shall restrict the Employer from assignment of duties to the Employee.

Except as otherwise provided in this Employment Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by others [appointed officials, appointed employees, department heads] of the Employer as provided in the Code, Personnel Rules and Regulations or by practice.

Section 27. Entire Agreement. This Employment Agreement reflects all the negotiations of the parties and supersedes any earlier agreements or promises. This Employment

Agreement constitutes the entire understanding and agreement of the parties and shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties. This Employment Agreement shall be construed under the laws of the State of Illinois.

Section 28. General Provisions.

A. *Integration*. This Employment Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Employment Agreement. The parties by mutual written agreement may amend any provision of this Employment Agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this Employment Agreement.

B. *Binding Effect*. This Employment Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. *Severability*. The invalidity or partial invalidity of any portion of this Employment Agreement will not affect the validity of any other provision. In the event that any provision of this Employment Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the Employer has caused this Employment Agreement to be signed by the Village President, duly attested by its Village Clerk, and the Employee has signed this Employment Agreement by adding his signature hereto duplicate, the day and year first above written.

VILLAGE OF VILLA PARK

By: _____
ALBERT BULTHUIS,
VILLAGE PRESIDENT

Date:_____

EMPLOYEE:

_____
RICHARD D. KEEHNER, JR.,
VILLAGE MANAGER

Date:_____

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Report/Presentation
Agenda Section: Executive Session

Subject:

Pursuant to the General Provisions of the Open Meetings Act:

a. 5ILCS 120/2 (c) (1) Personnel Matters
b. 5ILCS 120/2 (c) (2) Collective Bargaining Matters
c. 5ILCS 120/2 (c) (5) Purchase or Lease of Property
d. 5ILCS 120/2 (c) (6) Sale or Lease of Property
e. 5ILCS 120/2 (c) (11) Pending Litigation
f. 5ILCS 120/2 (c) (21) Discussion of Closed Session Minutes

Suggested Action:

Attachments:

4.26.21 Executive Session Agenda.docx

Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181-2696

Albert Bulthuis, Village President
Hosanna Korynecky, Village Clerk
Richard D. Keehner, Jr., Village Manager

Phone: (630) 834-8500
Fax: (630) 834-8967
TDD: (630) 834-8589

EXECUTIVE SESSION **April 26, 2021**

Agenda

1. Call Meeting to Order

2. Roll Call

3. Approve Minutes

4. Executive Session – 5ILCS 120/2

   a. (c) (1) Personnel Matters
   b. (c) (2) Collective Bargaining Matters
   c. (c) (5) Purchase or Lease of Property
   d. (c) (6) Sale or Lease of Property
   e. (c) (11) Pending Litigation
   f. (c) (21) Discussion of Closed Session Minutes

5. Adjournment

Village Board of Trustees Agenda Item Report

Meeting Date: April 26, 2021
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Successor Labor Agreement between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council

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Subject:
Motion to Approve a Successor Labor Agreement between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council Effective May 1, 2021 through April 30, 2022

Suggested Action:

Attachments:
Collective Bargaining Agreement - FOP.pdf

Collective Bargaining Agreement

between

VILLAGE OF VILLA PARK

and

Illinois Fraternal Order of Police Labor Council

Effective
May 1, 2021 through April 30, 2022

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF VILLA PARK, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union"), is in recognition of the Union's status as the representative of the Village's full-time sworn sergeants and lieutenants and has as its basic purpose the promotion of harmonious relations between the Village and the Union; the establishment of all equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to the bargaining unit employees, therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

ARTICLE I RECOGNITION

Section 1.1 Recognition.

Pursuant to Illinois Labor Relation Board case # S-RC-18-054, The Village recognizes the Union as the exclusive representative of all employees included in the following bargaining unit, found appropriate for purposes of collective bargaining with regard to rates of pay, wages, hours of employment, and other conditions of employment:

Included: All full-time sworn personnel employed by the Police Department of the Village of Villa Park in the rank or title of Sergeant and Lieutenant.

Excluded: All other employees of the Village of Villa Park.

Section 1.2 Probationary Period.

The probationary period shall be twelve (12) months in duration for Sergeants and Lieutenants. Time absent from duty in excess of thirty days annually shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is subject to being returned to his former rank, without cause and with no recourse to the grievance procedure or any other forum.

Section 1.3 Fair Representation.

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

Section 1.4 Seniority.

Unless stated otherwise in this Agreement, Village seniority for the purpose of this Agreement shall be defined as a peace officer's length of continuous full-time service with the Village since the last date of hire. Seniority shall not include periods of unpaid leave time. Rank seniority shall be defined as length of time in the rank of Sergeant or Lieutenant.

Section 1.5 Gender.

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Management Rights.

Except as specifically limited by the express provisions of this Agreement, and subject to the powers of the Villa Park Fire and Police Commission, the Village retains all traditional rights to manage and direct the affairs of the village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, policies and missions of the village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work, to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate, promote or demote employees; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for just cause; to change or eliminate existing equipment or facilities or introduce new ones without having to negotiate over the effects of such change. The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, the Village Manager, Police Chief or their authorized designees. which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and to suspend the terms of this Agreement during such civil emergency.

Section 2.2 Policy Manual and Regulations.

The Village may adopt, change or modify the Police Department Policy Manual. The Village agrees to post or make available in the department a copy of the current Police Department Policy Manual. Whenever the Police Department changes the Policy Manual provisions applicable to employees, the Union will be given at least five (5) business days prior notice, absent an emergency or other need for immediate action as determined by the Chief of Police, before the effective date of the policy change in order that the Union may discuss such policy change with the Village within that five (5) business day period before they become effective if the Union so requests. The Police Department Policy Manual shall not conflict with any specific provision of this Agreement.

ARTICLE III UNION SECURITY

Section 3.1 Dues Checkoff.

While this Agreement is in effect, the Village will deduct from each employee's paycheck once each month the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective Checkoff authorization form. The Village will honor all executed Checkoff authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to an address provided by the union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employees any amounts paid to the union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues checkoff may do so at any time by providing written notice to the Village with a copy to the Union. Dues shall be withheld and remitted to the Union unless or until such time as the Village receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VI of this Agreement (No Strike-No lockout).

The actual dues amount to be deducted shall be certified to the Village by the Union, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount which will be the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the Village forty-five (45) days notice of any such change in the amount of uniform dues to be deducted.

Section 3.2 Union Indemnification.

The Union shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Union that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employees any such amount.

ARTICLE IV HOURS OF WORK AND OVERTIME

Section 4.1 Application of Article.

This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, work period or year.

Section 4.2 (a) Normal Work Week and Work Day.

Except as provided elsewhere in this Agreement, the normal workweek shall be established by the Village from time to time. The normal workday will consist of an eight and a half (8.5) consecutive hour shift, including an on-duty thirty (30) minute lunch break each day subject to emergency work duties. If an employee's lunch is seriously interrupted by emergency work duties, the employee shall be allowed to take additional time off for lunch to account for his thirty (30) minute lunch period, work permitting. In addition, employees shall be allowed to take two fifteen (15) minute breaks each day with permission of the Police Chief

or his designee.

Section 4.2 (b) Normal Shift Hours.

The normal shift hours will be as follows:

Day Shift:	6:30 a.m. —3:00 p.m.
Afternoon Shift:	2:30 p.m. — 11:00 p.m.
Evening Shift:	10:30 p.m. — 7:00 a.m.

Section 4.3 Change In Normal Work Week and Work Day.

The shifts, work days and hours to which employees are assigned shall be based upon the twenty-eight (28) day departmental work schedule. Employees may continue to schedule work days, days off and shifts by seniority in rank, subject to the right of the Police Chief or his designee to assign employees to a particular shift based on a special skill set of the individual supervisor and the operational needs of the department, both as determined by the Chief of Police. Section 8.3 of this agreement limits day off choices during the vacation of supervisors.

Notwithstanding the above, the Chief of Police shall have the discretion to temporarily or permanently move employees to and from different shifts, shift assignments or shift rotations based upon his assessment of the needs of the department.

Employees may temporarily trade shifts, with the approval of the Chief of Police or his designee. subject to criteria established by the Chief of Police or his designee.

Notwithstanding the above, the Chief of Police reserves the right to establish the number, size. and times of shifts. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal twenty-eight (28) day rotation, work day or work week, the Village will, absent emergency as determined by the Chief and where practicable, attempt to give at least 48 hours' notice to the affected employee.

Section 4.4 Overtime Pay.

Employees shall be paid one and one-half times their regular rate of pay for all hours worked beyond the regular number of scheduled hours that may occur in their twenty-eight (28) day departmental work schedule (instead of after 160 hours in the twenty-eight (28) day work schedule) provided the employee is in paid status for all regularly scheduled hours of work.

Section 4.5 Compensatory Time.

Compensatory time at a time and one-half (1-1/2) rate may be earned at such times and in such time blocks as are mutually agreed upon between the involved employee and his supervisor. If mutual agreement on compensatory time cannot be reached, the employee shall receive one and one-half (1-1/2) times his rate of pay for overtime worked in accordance with the provisions of Section 4.4.

Employees may accumulate up to two hundred forty (240) hours of compensatory time during a fiscal year. All such time in excess of 140 hours must be taken or sold prior to the end of each fiscal year. The remaining time at the end of the fiscal year shall become non-sellable compensatory time. Any current non-sellable compensatory time shall remain non-sellable during the term of this Agreement, except upon separation from the Department. Upon separation, an employee shall be paid all accumulated compensatory time at his then current rate of pay. Compensatory time submitted for payment shall be submitted on a quarterly basis, in December. April, July and October. Compensatory time off may, upon approval of the Chief or his designee. be taken at straight-time amounts (8.5 hours charge for each day taken) if another employee does not need to be called in to maintain departmental manpower requirements. However, if another employee must be called in or held over to maintain manpower requirements, and the Chief or his designee still approves a compensatory time off request, such time off shall be charged at an overtime rate of 1.5 hours charged for each 1 hour taken.

Compensatory time off may only be taken in 30 minute increments, except upon written approval of the Chief or his designee. Employees assigned to the detective division shall earn 8 hours of non-sellable compensatory time off per month in those months that such employee is on call in the detective division. The parties agree that the Chief of Police or his designee shall not deny compensatory time or any request for compensatory time off except to maintain safe manpower levels.

Benefit Time — Employees will continue to earn benefit time at the rate of eight (8) hours for each day of benefit time (vacation, floating holidays, personal days, holidays and sick days). In order to be absent for a day, an employee must utilize 8.5 hours of the appropriate applicable benefit time. Employees may carryover from one calendar year to the next vacation of less than 8.5 hours.

Section 4.6 Court Time.

Employees who would otherwise be off-duty shall be paid their regular straight-time hourly rate of pay for all hours worked, excluding lunch, when authorized by a superior to appear in court on behalf of the Village in the capacity of a commissioned employee or when preparing for an off- duty appearance on behalf of the Village when in the presence of a prosecuting attorney, with a two (2) hour minimum. Court time hours actually worked shall be included in the Section 4.4 calculation for purposes of determining overtime payments.

Section 4.7 Call-Back Pay.

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. A callback shall be compensated at time and one half (1-1/2) an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a two hour minimum, except that if the employee is called back to rectify his own error, such call back time shall be paid at straight time rates and shall not be counted toward overtime hours under Section 4.4.

Section 4.8 Required Overtime.

The Chief of Police or his designees shall have the right to require overtime work and

employees may not refuse overtime assignments. In non-emergency situations, the chief or his designee as a general role shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work though specific individuals may be directed to perform specific overtime assignments.

Section 4.9 No Pyramiding.

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 4.10 Standby Time.

Employees who would otherwise be off-duty shall be paid time and one-half their then regular hourly rate of pay for all hours on standby, when authorized by a superior, with a two (2) hour minimum.

Section 4.11 Part Time Employees.

Part Time Employees shall not be considered, under any circumstances, for the replacement of a full-time employee. Should a shift go below its required minimum, a full-time employee shall be hired or ordered to fill the shortage. Part Time Employees shall not be counted in the minimum shift strengths.

Section 4.12 Overtime Special Detail Hiring.

Overtime special detail hiring is considered to be that hiring involving special details in job assignments other than hiring which occurs to maintain established shift minimums. Overtime Special Detail Hiring shall be determined by police management based upon management's assessment of departmental needs to appropriately hire for a special detail(s), including the individual or unique requirements of each detail or job assignment in need of hiring.

Section 4.13 THIS SECTION DELETED MAY 1, 2016 CONTRACT

Section 4.14 Supervisor Overtime

The job classification and assignment of Supervisors within the bargaining group shall not be filled by employees outside of the bargaining group except as sated in the following paragraph.

At least one supervisor is required to be working on each shift. A supervisory shift shortage created due to court coverage, training assignments and meetings, may be filled by another supervisor of equal or greater rank limited to regular business hours of the village.

ARTICLE V GRIEVANCE PROCEDURE

Section 5.1 Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation or misapplication of an express provision of this Agreement. except that any dispute or difference of opinion concerning the imposition of discipline which is subject to the jurisdiction of the Board of Fire and Police Commissioners of the Village of Villa Park shall not be considered a grievance under this Agreement. This grievance procedure shall supersede any other Village grievance procedure.

Section 5.2 Procedure.

A grievance filed against the Village shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the Deputy Chief, depending upon the employee's assignment, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the matter giving rise to the grievance. The Deputy Chief shall render a written response to the grievance within five (5) business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief within five (5) business days after receipt of the Village's answer in Step 1, or within five (5) business days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation shall offer to discuss the grievance within five (5) days with the grievant and an authorized Union representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or his designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within five (5) business days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within five (5) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or his designee and the Police Chief or other appropriate individuals as desired by the Village Manager shall

meet with the grievant, the steward involved, and an outside, non-employee representative of the Union if desired by the employee within five (5) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Union within five (5) business days following the meeting.

Section 5.3 Arbitration.

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure. the Union may refer the grievance to arbitration, as described below, within thirty (30) calendar days of receipt of the Village's written answer as provided to the Union at Step 3:

A. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three names; the other party shall then strike three names. The person remaining shall be the arbitrator,

B. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and village representatives. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

C. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

D. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

E. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union: provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.4 Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the

powers, duties and responsibilities of the Village or Village Fire and Police Commission under law and applicable court decision. Any decision or award of the arbitrator rendered within the limitation of this Section 5.4 shall be binding upon the Union and employees covered by this Agreement, and binding upon the Village.

Section 5.5 Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays. Sundays or holidays recognized by the Village. If a grievance is not presented by the employee or the union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered withdrawn on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 5.6 Time Off.

The grievant and one Union representative, or a union representative if a Union grievance, shall receive paid time off to participate in the Step 2 or 3 meetings if the meetings are conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

ARTICLE VI NO-STRIKE CLAUSE

Section 6.1 No Strike.

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, speed-up, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village with normal appeal and hearing rights to the Board of Fire and Police Commissioners of the Village of Villa Park. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 6.2 No Lock Out.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 6.3 Penalty.

Any officer who violates the provisions of Section 6.1 shall be subject to immediate discipline. Any action taken by the Village against an officer who violates Section 6.1 shall not be considered a violation of this Agreement. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 6.4 Judicial Restraint.

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VII HOLIDAYS

Section 7.1 Holidays.

The following are paid holidays for eligible employees:

New Year's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve
July 4th	Christmas Day
Labor Day	2 Floating Holidays
Thanksgiving Day	2 Personal Days

Section 7.2 Holiday Pay.

An employee who would be eligible for this benefit, by nature of his assignment, will receive these holidays in his account on or about January 1, each year, to be used similar to vacation days.

Section 7.3 Holidays Worked.

Employees who work on a holiday shall receive eight (8) hours pay for the day and, in addition shall receive another day off, with pay, as their holiday, to be taken upon prior request and approval of the Department.

Section 7.4 Floating Holidays/Personal Days.

Floating holidays and personal days must be taken within the calendar year earned or they are lost except if an employee is incapable of using such days because the employee is off work on worker's compensation disability. Advance approval must be obtained from the Department before a floating holiday or personal day is taken.

ARTICLE VIII VACATIONS

Section 8.1 Eligibility and Allowances.

All employees shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment. Employees shall start to earn vacation allowance as of their date of hire, but cannot use vacation time until the year after it is earned. Vacation allowances shall be earned yearly, based on the following schedule:

Length of Continuous Service	Vacation Hours Per Year
1 year	80 hours
8 years	120 hours
15 years	160 hours
20 years	200 hours

Section 8.2 Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on each day of the employee's vacation.

Section 8.3 Scheduling.

Employees shall select vacation by rank and seniority in their rank. Only one (1) supervisor per shift may be on vacation at any one time. On or about January 1st the Chief of Police or his designee shall post a schedule for vacation selections during the upcoming calendar year. Employees shall schedule at least half of their vacation time. In circumstances where there are an odd number of weeks, the employee shall schedule half plus one (1) week of vacation. Employees may only select two (2) weeks at a time. After all employees have had the opportunity to make their selections, employees may then schedule additional vacation time, utilizing the order listed previously. Employees may not pick more than one week which contains a designated Village holiday (see Section 7.1 for designated Village holidays) during the initial vacation selection. The vacation selections shall be submitted to the Chief of Police or his designee for approval on or before January 30th, and the selections shall be reviewed and, if necessary, modified by the Chief of Police and a vacation schedule posted on or before February I5th. Thereafter, vacation requests shall be handled on a first requested, first received basis, subject to the overriding scheduling needs of the Village. All vacation days held by an employee after the selection process may be taken in 1/2 day or one (1) full day, or week blocks, with the approval of the Chief of Police or his designee. If an employee chooses one (1) week blocks of vacation after the initial selection, then the employee shall not be required to pay demand time if a shortage exists. Vacation may not be carried over to the next calendar year and any unused vacation days shall be forfeited without compensation, except an employee incapable of using such days because the employee is off work on extended worker's compensation or extended sick leave, may request approval from the Village Manager to carry over vacation.

Section 8.3 ADDED LANGUAGE EFFECTIVE MAY 1, 2016

When one (1) supervisor of a patrol shift schedules a week block of vacation (defined as Sunday through Saturday) the working supervisor of that shift will not schedule more than two (2) regular off days during this period. When a village designated holiday(s) occurs during a scheduled vacation week, the working supervisor will not schedule their regular day off on the designated holiday(s).

Section 8.4 Calculating Length of Vacation for New Employees and in Year of Severance.

Vacation shall be earned on a pro-rata basis during an employee's first year of

promotion and in the employee's year of severance. For example, should an employee be promoted during May then the following January that employee shall have earned 8/12ths of vacation time. The same shall be true of terminating employment. Employees shall earn credit for vacation on a pro-rata basis as per the example above and shall be paid for such unused time upon severance.

Section 8.5 Village Emergency.

In case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the Village President, Village Manager or the Police Chief, or their designee, may cancel and reschedule any or all approved vacation leaves in advance of their being taken. and/or recall any sergeant or lieutenant from vacation in progress.

ARTICLE IX LAYOFF AND RECALL

Section 9.1 Layoff.

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs, whether in a rank or assignment, are necessary. employees covered by this Agreement will be laid off in accordance with State statute as it may from time to time be amended.

Section 9.2 Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Chief of Police or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and the responsibility of the employee to provide the Chief of Police or his designee with the latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. If an employee is recalled and requires additional training, the Village shall provide that training at the Village's expense.

ARTICLE X SICK LEAVE

Section 10.1 Purpose.

Sick leave shall be used for the purpose for which it was intended, that being to provide an employee protection against a full day's loss of pay due to illness of the employee or in the employee's immediate family (defined as spouse, child, parents or parents-in-law). Sick leave may not be converted into any other form of compensation, except upon separation from employment in good standing and as provided below. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor or acting pursuant to reasonable instructions for care. Sick days shall be taken in a minimum of four (4)

hour increments.

Section 10.2 Sick Days Earned.

Employees who begin with the Village shall have no sick leave until they have completed one (1) year of service. Upon the completion of one (I) year of service, and for each year thereafter, the employee shall be credited with twelve (12) eight (8) hour sick days which may be used as described below. Sick leave days/hours accrued but unused may be accumulated from year to year.

Section 10.3 Request for Sick Leave.

Employees requesting sick leave must call their supervisor as soon as possible, but not less than one (1) hour prior to the start of the scheduled work day. An employee may be required to substantiate proof of illness where there is reason to suspect sick leave abuse. Where the employee is absent for five (5) or more consecutive days due to illness, the employee must bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work.

Section 10.4 Sick Leave Buy Back.

Upon separation from employment in good standing, all bargaining unit employees shall receive compensation at fifty percent (50%) of the employee's regular hourly rate of pay for all sick days accumulated but not used to a maximum of: one hundred-fifty days (not to exceed 1200 hours) effective May 1, 2010, and effective May 1, 2011 to a maximum of one hundred-sixty days (not to exceed 1280 hours).

ARTICLE XI ADDITIONAL LEAVES OF ABSENCE

Section 11.1 Discretionary Leaves.

The Village may grant a leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be. with pay.

Section 11.2 Application for Leave.

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 11.3 Jury Duty.

An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to be away from work and during which he would have otherwise been scheduled to work. If an employee is required to report for jury duty just prior to or immediately following his regular midnight or afternoon shift, he shall have that shift off with pay. An employee shall immediately notify the Police Chief or his designee if he is required to report for jury duty. If an employee is compensated by the Village

for performing jury duty, such employee must sign over to the Village any check received for performance of such jury duty.

Section 11.4 Funeral Leave.

Bargaining unit employees may be granted up to three (3) working days leave with pay in the event of the death of a spouse, child, mother, father, sister or brother. Such paid leave cannot be taken after the date of the funeral. One (1) working day will be granted with pay on the day of the funeral to attend the funeral of a grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, or member of the employee's immediate family who lives in the employee's household.

Section 11.5 Leave for Illness. Injury or Disability.

In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers compensation), the Village may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work-related injury compensable under workers compensation an employee shall accrue seniority for the first twelve (12) months of leave.

To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report.

Section 11.6 Benefits While on Leave.

Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon the employee's return, the Village will place the employee in his or her previous job, if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

If, upon expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the Village.

Section 11.7 Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline.

ARTICLE XII EMPLOYEE WELLNESS AND FITNESS

Section 12.1 Committee to Establish Physical Fitness Requirements.

A committee shall be established consisting of the Police Chief or his designee, the Human Resources Manager, and two employees for the purposes of establishing physical fitness requirements for employees and establishing the methods of testing and/or enforcement of said requirements.

Employee wellness plans provide a good return for both employers and employees in the form of decreased absenteeism, increased employee productivity and reduced healthcare costs overall.

In order for the Village to develop a culture of wellness, it shall be mandatory for all employees to participate in the Village sponsored wellness program.

ARTICLE XIII WAGES

Section 13.1 Wages.

Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement as Appendix A.

Section 13.2 Longevity.

After completion of seven consecutive years of service with the Village, and in each year thereafter, employees shall earn and receive an annual longevity bonus of one thousand seven hundred fifty-four dollars ($1754.00) per year. Longevity payments shall be made by the Village in two installments on a pro-rata basis, one on or about May 1 and the other on or about November 1 of each year.

Section 13.3 Tuition Reimbursement.

The Village may, upon prior request, decide to reimburse a portion of an employee's college tuition costs where the tuition involves course work directly related to work performed by the employee and which have a beneficial relationship to the performance of the employee's duties. In order to be considered for tuition reimbursement, an employee must submit a written request for reimbursement to the Village Manager and receive written approval of the request before taking the course work in question. Thereafter, to obtain payment the employee must submit proper forms, proof of completion, proof of payment and a receipt for all expenses the Village previously agreed to reimburse, as well as a grade report indicating a grade of "C" or better.

Section 13.4 Reimbursement for Expenses.

When an employee of the Village is on Village business and shall be required to be

outside the Village limits, pursuant to said duty, such as training, pick-up and/or delivery of prisoners, out of state travel on Village business, said employee shall be reimbursed expenses for meals in the following manner: (a) up to a maximum of $25.00 per full day for meals; (b) if an employee is required to use his personal vehicle, he shall be allowed the rate of .275 per mile for travel (c) if any employee is required to utilize overnight lodging, he shall be eligible for reimbursement with a maximum rate of $50.00 per night. In order for an employee to be eligible for the above reimbursements; including meals, mileage and lodging, the employee shall provide the Village with written receipts for lodging and said employee shall have received previous written approval from the Chief or his designee before incurring said expenses. The reimbursable expenses shall be paid to the employee on the next scheduled bill listing.

ARTICLE XIV UNIFORM AND EQUIPMENT ALLOWANCE

Section 14.1 Uniform Allowance.

Effective May 1, 2016, covered employees will be entitled to an annual uniform allowance of one thousand dollars ($1.000.00) for purchase of uniform and equipment. Uniform or equipment items destroyed or damaged in the line of duty may be replaced by the Village without cost to the employee or deduction from the employee's uniform allowance amount. Uniform allowance payments shall be made retroactively, within thirty (30) days of the execution of this Agreement by both parties, for all employees employed on the date this Agreement is executed by both parties or the issuance of an interest arbitration award, whichever is sooner.

Section 14.2 Retirement or Separation from Service.

If an employee elects to retire or separate from service during the fiscal year, their uniform allowance will be pro-rated accordingly. If the allowance has been paid prior to retirement or separation, the employee shall reimburse the Village the appropriate pro rata amount either by cash payment or by deduction from their last paycheck. Proration shall be based upon the number of days from beginning of the fiscal year until the end of the fiscal year,

ARTICLE XV INSURANCE

Section 15.1 Insurance Benefits.

The Village shall continue to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance coverage and benefits and dental benefits as existed prior to the signing of this Agreement. Further, the Village shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by Village insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee, for the life of this Agreement. The Village reserves the right to change insurance carriers or benefit levels or to self-insure or to adopt a health maintenance organization or Preferred Provider Organization plan for the provision of, health care benefits, so long as the new coverage and benefits are reasonably similar to those which predated this Agreement.

In recognition of the desirability of maintaining a uniform health insurance policy or plan Village-wide with respect to employee insurance benefits and notwithstanding the foregoing

provisions contained in this Article, the parties agree that if the Village makes any changes, modifications, or improvements with respect to any of the health insurance benefits (including cost sharing and cost containment changes) that are applicable to all other eligible full-time Village employees, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to all other eligible full-time Village employees.

Section 15.2 Insurance Cost.

Employee contributions for insurance premiums shall be as follows, absent any changes applicable to all other eligible full-time Village employees that would likewise apply to bargaining unit employees pursuant to the amendment to Section 15.1 noted above:

HMO	
Year	**% Contribution**
5/1/2021	16%

PPO	
Year	**% Contribution**
5/1/2021	16%

Section 15.3 Cost Containment.

The Village strictly reserves its rights to institute cost containment provisions similar to those applicable to most other Village employees. Examples of such cost containment provisions include, but are not limited to, the following:

(a) Hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;

(b) Authorization for emergency admission must be obtained within 48 hours of the admission or benefits may be reduced;

(c) Hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained;

(d) The Village may require mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 15.4 Insurance Meetings.

The Village and the Union agree to meet up to twice each year, upon written request of either party, to discuss insurance levels, costs and/or coverage issues. Such meetings shall be of reasonable length and shall not be considered time worked for employee compensation purposes.

Section 15.5 Life Insurance.

The Village shall provide, at no cost to the employee, life insurance coverage-equal to their current annual wages, excluding overtime and longevity.

Section 15.6 Tobacco Use-

A tobacco free environment helps create a safe and healthy workplace. Smoking and secondhand smoke are known to cause serious lung diseases. No use of tobacco products including cigarettes and "spit tobacco" or e-cigarettes is permitted while on duty and employed, at any time. The section shall not apply to the use of a prescribed or over-the-counter smoking cessation aid used to control nicotine withdrawal symptoms associated with quitting smoking.

Section 15.7 Terms of Insurance Policies to Govern.

The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier (s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure to be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, Village employee. or beneficiary of any Village employee.

Section 15.8 Retiree Insurance.

The Village and the Union have agreed that the Village shall provide sworn police officers who were employed on May 28. 1992, a supplemental insurance payment of $125.00 per month under certain specific conditions and none other. NOW, THEREFORE, it is agreed that: Each eligible employee listed on Appendix B who is employed by the Village on May 28, 1992, shall be entitled to receive a $125.00 per month supplemental payment upon his retirement, other than for disability, after attaining both age fifty (5) with at least twenty (20) years of creditable service as a sworn police officer with the Villa Park Police Department.

(1) The $125.00 per month supplemental payment shall be paid until the earlier of the eligible employee's attainment of age 65 or death.

(2) The $125.00 per month supplemental payment shall only be paid for each month that the eligible employee is receiving a pension from the Villa Park Fire and Police Pension Fund for retirement, other than for disability.

(3) If the eligible employee is a participant in the Illinois Personnel Benefits Cooperative (IPBC) or any medical successor plan that the Village offers its employees, the $125.00 per month supplemental payment shall be used to offset the amount the eligible employee would otherwise be required to pay for EPBC or successor plan coverage.

(4) If the eligible employee is not a participant in the [PBC or any successor medical plan that the Village offers its employees, the $125.00 supplemental payment shall be paid

to the eligible employee in cash less withholding of applicable taxes.

(5) This Agreement shall terminate when all of the eligible employees listed on Appendix B have terminated employment, died, or attained age 65, whichever is the last to occur.

Section 15.9 Section 125 Plan.

The Village will implement an IRC Section 125 Plan whereby employees will be able to pay the employee premium contributions for Village-provided health, dental and vision insurance with pre-tax earnings. The Village will maintain the 1RC Section 125 Plan in effect as long as it continues to be permitted under substantially similar regulations and conditions which were in effect on the effective date of this Agreement.

ARTICLE XVI OUTSIDE EMPLOYMENT

Section 16.1 Outside Employment.

Employees shall be subject to the Police Department Policy Manual on outside employment as it may from time to time be amended.

ARTICLE XVII EMPLOYEE STATUTORY RIGHTS

Section 17.1 Personnel Files.

The Village agrees to abide by the lawful requirements of the "Access To Personnel Records Act," 820 FLCS 40/let sect, of the Illinois Compiled Statutes.

Section 17.2 Military Leave.

Military leave shall be granted in accordance with applicable law.

Section 17.3 Access to Grievance Procedure.

The parties agree that an alleged violation of Sections 17.1 and 17.2 of this Article may not be taken to the arbitration step of the grievance procedure absent the specific written agreement of both the Village and the Union.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

Section 18.1 Ratification and Amendment.

This Agreement shall become effective when ratified by the Village Board and the Union and signed by authorized representative thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 18.2 Animal Calls.

Except in extenuating circumstances, sergeants and lieutenants shall not be required to apprehend or transport animals when there is a Community Service officer available to perform the task.

Section 18.3 No Solicitation.

The Union agrees that no bargaining unit employee will, either directly or indirectly, solicit any person or entity for contributions on behalf of the Union, Villa Park Police Department, the Village of Villa Park or the Villa Park Police Benevolent Association.

Section 18.4 Drug and Alcohol.

Employees shall be subject to drug and alcohol testing in accordance with the Police Department Policy Manual as it may from time to time be amended.

ARTICLE XIX FIRE AND POLICE COMMISSION

Section 19.1 Fire and Police Commission Authority Not Diminished.

The parties recognize that the Village of Villa Park Fire and Police Commission has certain statutory authority over employees covered by this Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish any such authority.

ARTICLE XX SAVINGS CLAUSE

Section 20.1 Savings Clause.

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specifically specified in the board, court, or agency decision; and upon issuance of such a decision, the Village and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXI ENTIRE AGREEMENT

Section 21.1 Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and, cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article U. The parties acknowledge that during the negotiations, which, resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining during the term of this Agreement

ARTICLE XXII TERMINATION

Section 22.1 Termination in 2022.

This Agreement shall be effective as of the day after it is executed by both panics and shall remain in force and effect until April 30, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and eighty (180) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy (70) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Executed this _____ day of _____, 2021 after receiving official approval by the President and Board of Trustees and ratification by the Union's members

VILLAGE OF VILLA PARK

ILLINOIS FOP LABOR COUNCIL

ILLINOIS FOP LABOR COUNCIL

ARTICLE XXII TERMINATION

Section 22.1 Termination in 2021.

This Agreement shall be effective as of the day after it is executed by both panics and shall remain in force and effect until April 30, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and eighty (180) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy (70) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Executed this _____ day of _____, 2021 after receiving official approval by the President and Board of Trustees and ratification by the Union's members

VILLAGE OF VILLA PARK

ILLINOIS FOP LABOR COUNCIL

ILLINOIS FOP LABOR COUNCIL

APPENDIX A Wages

Employee Wage Percentage Increases

May 01, 2021— 2.50%

SERGEANTS

	May 1, 2020	May 1, 2021
STEP1 (at promotion)	98,598.39	101,063.35
STEP2 (after 1 year)	109943.21	112,691.79
STEP3(after 2 years)	113727.30	116,570.48
STEP4(after3 years)	117535.96	120,474.36
	(Current)	(2.5 % Increase)

Step increases on promotion and on subsequent annual promotion anniversary dates

APPENDIX B Retiree Insurance

1353KING/MICHAEL J.	SERGEANT S4	10.20.09.***	27-Dec-64
1355MARTINSON/KENNETH R.	SERGEANT S4	10.20.09.***	04-Mar-66
1352JOHANSEN/LANCE M.	SERGEANT S4	10.20,09.***	15-Aug-66
1351HALL JR/NORMAN R.	SERGEANT S4	10.20.09.***	18-Mar-71
1324SUBJECT/ANDREW D.	SERGEANT S2	10.20.09.***	02-Jun-72
1305DEFILIPPIS/BENJAMIN J.	SERGEANT S1	10.20.09.***	31-May-77
1320NORTH/RALPH F.	PATROLMAN P6	10.20.09.***	01-Jun-62
1323STTLLWELL JR./ARTHUR H	PATROLMAN P6	10.20.09.***	0 1 -May-70
1326WENSHUTONIS/THOMAS E.	PATROLMAN P6	10.20.09.***	15-Jan-73
1304DEEVEY/ROBERT M.	PATROLMAN P6	10.20.08.***	26-Aug-74
1306SCHROEDER/SCOTT G.	PATROLMAN P6	10.20,08.***	31-Mar-77
1311ESPOSITO/GENARO J.	PATROLMAN P6	10.20,09.***	14-Aug-78
1316HUMPHRIS/JACK	PATROLMAN P6	10.20.09.***	05-Jan-81
1321ORLOWSKI/JA-JAMES J.	PATROLMAN P6	10.20.09.***	05-Jan-81
1325SZKOLKA/JOHN M	PATROLMAN P6	10.20.09.***	22-Sep-81
1317JOHNSON/MARK W.	PATROLMAN P6	10.20.09.***	28-Sep-81
1312FLSHER/RAYMOND R.	PATROLMAN P6	10.20.09.***	05-Apr-82
1328ZORICH/EDWARD@RD W.	PATROLMAN P6	10.20.08.***	12-Sep-83
1308BUDIG/ROBERT H.	PATROLMAN P6	10.20.09.***	07-Oct-85
1318JOHNSON/TYSON A.	PATROLMAN P6	10.20.09.***	06-Apr-87
1327WHITAKER/DAVID L.	PATROLMAN P6	10.20.09.***	06-Apr-87
1307BERNARDO/JAMES A.	PATROLMAN P5	10.20.09.***	06-Jul-87
1314HARVEY/ROBERT A.	PATROLMAN P5	10.20.09.***	06-Jul.-87
1319MCNAMARA/JP-YES J.	PATROLMAN P5	10.20.09.***	04-Jan-88
1322SHERRY/JAMES A.	PATROLMAN P5	**.**.09.***	11-Apr-88
1315HEIDELMEIER JR./JOHN G.	PATROLMAN P4	10.20.09.***	10-Oct-88
1521SUBJECT/DAVID G.	PATROLMAN P2	10.20.09.***	22-Oct-90
1540LAY/MICHAEL A	PATROLMAN P2	10.20.09.101	07-Jan-91
1704BREGMAN/MARC S	PATROLMAN P1	10.20.09.***	08-Jul-91
1726CICERO/GREGORY T	PATROLMAN P1	10.20.09.***	30-Sep-91
1736GUY/LARRY R	PATROLMAN P1	10.20.09.101	14-Oct-91

APPENDIX C Dues Authorization

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____ (insert your name), hereby authorize my employer, _____ (insert employer name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date:_____ Signed:_____

Address:_____

City:_____

State:_____ Zip:_____

Telephone:_____

Personal E-mail:_____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX D Grievance Form

GRIEVANCE

(use additional sheets where necessary)

Lodge/Unit No. / Year / Grievance No.

Date Filed: _____

Department: _____

Grievant's Name: _____

Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

Lodge/Unit No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

_____

Given To: _____ Date: _____

_____ _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

_____

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

STEP FOUR

Given To: _____ Date: _____

_____ _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

_____

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

_____ _____

Person to Whom Referral Given **Date**

_____

FOP Labor Council Representative