

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## CITY COUNCIL MEETING MONDAY, JUNE 19, 2023 - 7:00 P.M. 475 MAIN STREET, WEST CHICAGO, ILLINOIS

### AGENDA

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Roll Call and Establishment of a Quorum
4. Public Participation

The opportunity to speak to the City Council is provided for those who have a question or comment on an agenda item or a City of West Chicago issue. The City Council appreciates hearing from our residents and your thoughts and questions are valued. The City Council strives to make the best decisions for the City and public input is very helpful.

Respect for the duties of the City Council and for the democratic process will be adhered to – in this regard, civility and a sense of decorum will be strictly followed. All speakers must address their comments to the Mayor. Comments that are personally condescending will not be permitted. Speakers shall be courteous and should not make statements that are personally disrespectful to members of the City Council or City staff.

Please use the podium in the center aisle. Please announce your name and address (if acceptable) before commencing – all public comments are limited to three (3) minutes and each citizen will be permitted to speak only once. It is the City Council's policy not to engage in dialogue during Public Comment. Any questions raised will be addressed by City staff or an elected official outside of the City Council meeting.

5. City Council Meeting Minutes of June 5, 2023
6. Corporate Disbursement Report  
- June 19, 2023 (\$1,776,627.20)

475 Main Street  
West Chicago, Illinois  
60185

T (630) 293-2200  
F (630) 293-3028  
[www.westchicago.org](http://www.westchicago.org)

Ruben Pineda  
MAYOR  
Nancy M. Smith  
CITY CLERK

Michael L. Guttman  
CITY ADMINISTRATOR

7. Consent Agenda

- **Development Committee:**
  - A. **Ordinance No. 23-O-0016** – An Ordinance Amending the Code of Ordinances of the City of West Chicago – Appendix A, Article XII of the Zoning Code Relating to Signs.
  
- **Infrastructure Committee:**
  - B. **Resolution No. 23-R-0044** – A Resolution Authorizing the Mayor to Execute the Joint Funding Agreement for State-Let Construction Work and Approaching the Local Match for Construction Costs Associated with the Conde Street Resurfacing Project.
  - C. **Resolution No. 23-R-0045** – A Resolution Authorizing the Mayor to Execute a Local Public Agency Engineering Services Agreement with ESI Consultants, LLC of Naperville, Illinois, for Construction Engineering Services Related to the Conde Street Resurfacing Project (for an amount not to exceed \$76,700.00).
  - D. **Resolution No. 23-R-0051** – A Resolution Authorizing the Mayor to Execute a Contract with Corrective Asphalt Materials, LLC of Sugar Grove, Illinois, for the 2023 Pavement Preventative Maintenance Program in an amount not to exceed \$49,914.00.
  - E. **Resolution No. 23-R-0052** – A Resolution Authorizing the Mayor to Execute a Construction Contract with Boller Construction Company, Inc. of Waukegan, Illinois, for the Headworks Gate Improvement Project at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in an amount not to exceed \$529,300.00.
  
- **Items Not Sent to Committee:**
  - F. **Ordinance No. 23-O-0017** – An Ordinance Adopting a Revised Policy Prohibiting Sexual Harassment for the City of West Chicago.
  - G. **Resolution No. 23-R-0053** – A Resolution Authorizing the Mayor to Execute a Certain Grant Agreement with the State of Illinois – West Washington Street Remediation Project.

- H. **Resolution No. 23-R-0054** – A Resolution Approving a Plat of Easement for Watermain with Discovery Drive Investors, LLC – 805 Discovery Drive.
- I. **Resolution No. 23-R-0055** – A Resolution Approving a Plat of Easement for Watermain, Drainage/Detention and Natural Area with Discovery Drive Investors II, LLC – 705 Discovery Drive.
- J. **Resolution No. 23-R-0056** – A Resolution Authorizing the Mayor to Execute a Certain Agreement with Civil & Environmental Consultants Inc. – West Washington Street Remediation Project (for an amount not to exceed \$124,750.00 plus remediation costs).

- 8. Reports by Committees
- 9. Unfinished Business
- 10. New Business
- 11. Correspondence and Announcements

**Upcoming Meetings**

June 20, 2023	Plan Commission/ZBA (cancelled)
June 22, 2023	Finance Committee (cancelled)
June 27, 2023	Historical Preservation Commission

- 12. Mayor's Comments
- 13. Adjournment



CITY OF WEST CHICAGO – 475 Main Street  
CITY COUNCIL MINUTES  
Regular Meeting  
June 5, 2023

**1. Call to Order.** Mayor Ruben Pineda called the meeting to order at 7:00 p.m. on June 5, 2023.

**2. Pledge of Allegiance.** Alderman Smith led all in the Pledge of Allegiance.

**3. Roll Call and Establishment of a Quorum.**

Roll call found Lori Chassee, Dan Beebe, Jayme Sheahan, Rebecca Stout, Melissa Birch Ferguson, Sandy Dimas, Heather Brown, Christine Dettmann, John C. Smith, Jr., Joseph C. Morano, Jeanne Short, Alton Hallett and Christopher Swiatek were present. Alderman John E. Jakabcsin was absent. The Mayor announced a quorum.

Also in attendance were City Administrator Michael Guttman, Assistant City Administrator Tia Messino, and City Attorney Pat Bond.

**4. Public Participation.** None

**5. City Council Meeting Minutes of May 15, 2023.** Alderman Morano made a motion, seconded by Alderman Swiatek, to approve the minutes of May 15, 2023.

Voting Aye by Roll Call Vote: Chassee, Beebe, Sheahan, Stout, Birch Ferguson, Dimas, Brown, Dettmann, Smith, Jr., Morano, Short, Swiatek. Alderman Hallett abstained. Motion carried.

**6. Corporate Disbursement Report.** Alderman Dimas made a motion, seconded by Alderman Stout to approve the June 5, 2023, Corporate Disbursement Report in the amount of \$990,127.95.

Voting Aye by Roll Call Vote: Chassee, Beebe, Sheahan, Stout, Birch Ferguson, Dimas, Brown, Dettmann, Smith, Jr., Morano, Short, Hallett, Swiatek. Motion carried.

**7. Consent Agenda**

**\* Infrastructure Committee:**

- A. Approve** – The Rejection of All Bids and Re-Bid for the Klein Road Culvert Replacement Project.
- B. Authorize** – The Purchase of Asphalt Materials from Plote Construction, Inc. (for an amount not to exceed \$51,000.00).
- C. Authorize** – The Purchase and Delivery of Up To 2,600 Tons of Road Salt, at the price of \$78.31 per ton, from Compass Minerals America, Inc., Under the DuPage County Road Salt Joint Purchasing Program for the 2023-2024 Winter Season.
- D. Authorize** – The Purchase of One 2023 John Deere 410 P-Tier Backhoe Loader from West Side Tractor Sales (for an amount not to exceed \$147,850.64).

- E. **Waive** – Competitive Bidding and Authorize the Purchase of Two 2024 International Model HV613 SBA Single Axle Truck Chassis Equipped by Bonnell Truck Equipment with 10' Commander Stainless Steel Muni Dump Body, 11' Bonnell Snow Plow with Quick Link Hitch, 300-Gallons Pre-Wetting Tank System, and Appurtenances from Rush Truck Centers (for an amount not to exceed \$592,858.62).
- F. **Resolution No. 23-R-0050** – A Resolution Authorizing the Mayor to Execute a Certain License Agreement with the Commuter Rail Division of the Regional Transportation Authority (Metra) for the Use of its Property to Install Sanitary Forcemain Associated with the Lift Station #5 Rehabilitation Project.

Alderman Smith made a motion, seconded by Alderman Hallett, to approve the above item.

Voting Aye by Roll Call Vote: Chassee, Beebe, Sheahan, Stout, Birch Ferguson, Dimas, Brown, Dettmann, Smith, Jr., Morano, Short, Hallett, Swiatek. Motion carried.

**\* Public Affairs Committee:**

- G. **Approve** – The Healthy West Chicago Fun Run Event Scheduled for Saturday, September 23, 2023.
- H. **Approve** – The West Chicago Community High School Homecoming Parade Scheduled for Friday, September 29, 2023.
- I. **Resolution No. 23-R-0048** - A Resolution Authorizing the Mayor to Enter into a Funding Agreement with the Mexican Cultural Center to Support the 2023 Mexican Independence Day Event.
- J. **Approve** – The Mexican Independence Day Festival Event Scheduled for Saturday, September 16 and Sunday, September 17, 2023.
- K. **Approve** – The Frosty Fest Event Scheduled for Saturday, December 2, 2023.
- L. **Ordinance No. 23-O-001** – An Ordinance Amending the Code of Ordinances of the City of West Chicago, Article II, Division 3, Sections 2-71 through 2-75.

Alderman Chassee made a motion, seconded by Alderman Birch Ferguson, to approve the above items.

Voting Aye by Roll Call Vote: Chassee, Beebe, Sheahan, Stout, Birch Ferguson, Dimas, Brown, Dettmann, Smith, Jr., Morano, Short, Hallett, Swiatek. Motion carried.

**\* Items Not Sent to Committee:**

- M. **Ordinance No. 23-O-0015** – An Ordinance Amending the Code of Ordinances of the City of West Chicago – Chapter 3, Section 3-12 (c) Increasing Class A-1 (Cilantro Taco Grill), E-1 (Javi Mexican Grill), and H (All Dreams Banquet) Liquor Licenses.
- N. **Resolution No. 23-R-0046** – A Resolution Making a Determination Relative to the Release of Executive Session Minutes Pursuant to the Illinois Open Meetings Act.

- O. **Resolution No. 23-R-0047** - A Resolution Authorizing the Destruction of Audio Recordings of Certain Closed Meetings.
- P. **Resolution No. 23-R-0049** - A Resolution Authorizing the Mayor to Execute a Certain License Agreement with MCImetro Transmission Services Corp. for Use of City Right-of-Way Along Downs Drive and Industrial Drive.

Alderman Chassee made a motion, seconded by Alderman Dimas, to approve the above items.

Voting Aye by Roll Call Vote: Chassee, Beebe, Sheahan, Stout, Birch Ferguson, Dimas, Brown, Dettmann, Smith, Jr., Morano, Short, Hallett, Swiatek. Motion carried.

**8. Reports by Committees:** None

**9. Unfinished Business:** None

**10. New Business:** None

**11. Correspondence and Announcements**

**Upcoming Meetings**

June 6, 2023	Plan Commission/ZBA
June 12, 2023	Development Committee

**12. Mayor's Comments.** Mayor Pineda mentioned the school year will be ending soon and we need to look out for kids in the neighborhoods. Mayor announced Kane's graduation from K-9 school as well as Railroad Days coming up on June 22-25, 2023.

At 7:10 p.m., Alderman Chassee made a motion, seconded by Alderman Stout to adjourn the meeting. All Aldermen voted aye by Roll Call Vote.

Respectfully submitted,

Michael Guttman  
City Administrator

# CITY OF WEST CHICAGO

## CORPORATE DISBURSEMENT REPORT June 19, 2023

OPERATING ACCOUNT FUNDED BY:	\$	1,776,627.20
GENERAL FUND	\$	258,980.88
CAPITAL EQUIPMENT REPLACEMENT FUND	\$	1,811.26
SEWER FUND	\$	248,994.32
WATER FUND	\$	478,854.79
CAPITAL PROJECTS FUND	\$	781,713.73
MOTOR FUEL TAX FUND	\$	1,299.33
ROOSEVELT/FABYAN TIF FUND	\$	1,669.50
MISCELLANEOUS DEPOSITS FUND	\$	1,500.00
COMMUTER PARKING FUND	\$	1,803.39

APPROVED BY THE CITY COUNCIL ON:

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
 DATE: 06/15/23  
 TIME: 14:11:03

CITY OF WEST CHICAGO  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.batch='G464' and transact.ck\_date='20230619 00:00:00.000'  
 ACCOUNTING PERIOD: 6/23

FUND - 40 - OPERATING FUND

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105100	95848	06/19/23	13637 A.R.S. HVAC SUPPLY INC	010921	INVOICE #0024281 DATED	0.00	17.63
105100	95849	06/19/23	15716 ABC BUSINESS FORMS INC D	010208	INVOICE: 275493	0.00	55.33
105100	95850	06/19/23	12617 ACCURATE OFFICE SUPPLY	010613	MAY 2023	0.00	103.04
105100	95850	06/19/23	12617 ACCURATE OFFICE SUPPLY	011028	MAY 2023	0.00	46.05
105100	95850	06/19/23	12617 ACCURATE OFFICE SUPPLY	010510	MAY 2023	0.00	261.60
105100	95850	06/19/23	12617 ACCURATE OFFICE SUPPLY	063447	MAY 2023	0.00	261.60
105100	95850	06/19/23	12617 ACCURATE OFFICE SUPPLY	053443	MAY 2023	0.00	262.38
105100	95850	06/19/23	12617 ACCURATE OFFICE SUPPLY	011030	MAY 2023	0.00	94.53
TOTAL CHECK						0.00	1,029.20
105100	95851	06/19/23	14897 ADVANCED AUTOMATION & CO	053443	QUOTE DATED 05-17-22 -	0.00	1,440.00
105100	95851	06/19/23	14897 ADVANCED AUTOMATION & CO	053443	AUTO DIALER LIFT STATI	0.00	1,915.00
105100	95851	06/19/23	14897 ADVANCED AUTOMATION & CO	053443	QUOTE DATED 02-03-22 -	0.00	4,195.00
TOTAL CHECK						0.00	7,550.00
105100	95852	06/19/23	14771 AHW LLC	010925	INVOICE #11646087 DATE	0.00	174.07
105100	95853	06/19/23	1914 ALEXANDER CHEMICAL CORPO	063448	RESOLUTION NO. 22-R-00	0.00	10,206.11
105100	95854	06/19/23	11546 ALL TYPES ELEVATORS INC.	063448	INVOICE #20121954 DATE	0.00	3,095.00
105100	95854	06/19/23	11546 ALL TYPES ELEVATORS INC.	063448	INVOICE #20122358 DATE	0.00	1,548.00
105100	95854	06/19/23	11546 ALL TYPES ELEVATORS INC.	063448	INVOICE #20122656 DATE	0.00	206.00
TOTAL CHECK						0.00	4,849.00
105100	95855	06/19/23	15559 AMAZON CAPITAL SERVICES	010925	INVOICE #1TKL-JP4Y-4DP	0.00	110.00
105100	95855	06/19/23	15559 AMAZON CAPITAL SERVICES	010921	INVOICE #1WJL-7HNP-14X	0.00	112.98
105100	95855	06/19/23	15559 AMAZON CAPITAL SERVICES	010925	INV 1TKL-JP4Y-4DP4 5/3	0.00	-55.00
105100	95855	06/19/23	15559 AMAZON CAPITAL SERVICES	010921	INVOICE #1NVT-MHLY-13J	0.00	53.91
105100	95855	06/19/23	15559 AMAZON CAPITAL SERVICES	010924	INVOICE #1PY6-HJC4-MNJ	0.00	31.99
105100	95855	06/19/23	15559 AMAZON CAPITAL SERVICES	063447	INVOICE #1K4W-J1WL-1TK	0.00	70.15
105100	95855	06/19/23	15559 AMAZON CAPITAL SERVICES	063448	INVOICE #1YHP-3JJP-1LM	0.00	498.51
105100	95855	06/19/23	15559 AMAZON CAPITAL SERVICES	010921	INVOICE #1HTX-HKXY-KHR	0.00	189.14
105100	95855	06/19/23	15559 AMAZON CAPITAL SERVICES	010921	INV 1XL4-643Y-13DW 5/1	0.00	-58.98
105100	95855	06/19/23	15559 AMAZON CAPITAL SERVICES	053443	INVOICE #1KRV-QLT1-PC4	0.00	44.91
105100	95855	06/19/23	15559 AMAZON CAPITAL SERVICES	063448	INVOICE #1DJ3-JRKG-4NP	0.00	75.42
105100	95855	06/19/23	15559 AMAZON CAPITAL SERVICES	010613	INVOICE # 1M7L-9XVL-1J	0.00	47.00
TOTAL CHECK						0.00	1,120.03
105100	95856	06/19/23	5774 AWWA SOURCE WATER PROTEC	063447	ORDER #7002116383 DATE	0.00	83.00
105100	95856	06/19/23	5774 AWWA SOURCE WATER PROTEC	063447	ORDER #7002116384 DATE	0.00	83.00
105100	95856	06/19/23	5774 AWWA SOURCE WATER PROTEC	063447	ORDER #7002116385 DATE	0.00	83.00
TOTAL CHECK						0.00	249.00
105100	95857	06/19/23	1800 B & F CONSTRUCTION CODE	011029	INV# 61717, 5/22/2023;	0.00	1,015.00
105100	95857	06/19/23	1800 B & F CONSTRUCTION CODE	011029	INV# 61720, 5/22/2023;	0.00	250.00
105100	95857	06/19/23	1800 B & F CONSTRUCTION CODE	011029	INV# 61758, 5/26/2023;	0.00	1,015.00
105100	95857	06/19/23	1800 B & F CONSTRUCTION CODE	011029	INV# 61773, 5/30/2023;	0.00	1,674.20
105100	95857	06/19/23	1800 B & F CONSTRUCTION CODE	011029	INV# 61808, 6/1/2023;	0.00	14,806.25
TOTAL CHECK						0.00	18,760.45



PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
 DATE: 06/15/23  
 TIME: 14:11:03

CITY OF WEST CHICAGO  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
 ACCTPA21

SELECTION CRITERIA: transact.batch='G464' and transact.ck\_date='20230619 00:00:00.000'  
 ACCOUNTING PERIOD: 6/23

FUND - 40 - OPERATING FUND

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105100	95858	06/19/23	7994 BOND DICKSON & ASSOC PC	010510	PROFESSIONAL SERVICES	0.00	84.00
105100	95858	06/19/23	7994 BOND DICKSON & ASSOC PC	010613	PROFESSIONAL SERVICES	0.00	1,701.00
105100	95858	06/19/23	7994 BOND DICKSON & ASSOC PC	011028	PROFESSIONAL SERVICES	0.00	2,100.00
105100	95858	06/19/23	7994 BOND DICKSON & ASSOC PC	011029	PROFESSIONAL SERVICES	0.00	2,079.00
105100	95858	06/19/23	7994 BOND DICKSON & ASSOC PC	083453	PROFESSIONAL SERVICES	0.00	357.00
105100	95858	06/19/23	7994 BOND DICKSON & ASSOC PC	010110	PROFESSIONAL SERVICES	0.00	250.00
105100	95858	06/19/23	7994 BOND DICKSON & ASSOC PC	010110	PROFESSIONAL SERVICES	0.00	2,058.00
TOTAL CHECK						0.00	8,629.00
105100	95859	06/19/23	14784 BRADEN BUSINESS SYSTEMS	010613	INVOICE # 863738	0.00	63.00
105100	95860	06/19/23	10912 BROTHERS ASPHALT PAVING	083453	RESOLUTION NO. 23-R-00	0.00	389,370.06
105100	95861	06/19/23	6441 CANON BUSINESS SOLUTIONS	010924	INVOICE #6004364119 DA	0.00	82.28
105100	95861	06/19/23	6441 CANON BUSINESS SOLUTIONS	010924	INVOICE #6004460300 DA	0.00	195.82
TOTAL CHECK						0.00	278.10
105100	95862	06/19/23	13021 CASE LOTS INC	010921	INVOICE #18223 DATED 0	0.00	440.00
105100	95862	06/19/23	13021 CASE LOTS INC	063448	INVOICE #18100 DATED 0	0.00	417.60
TOTAL CHECK						0.00	857.60
105100	95863	06/19/23	14930 CELLEBRITE INC.	010613	INVOICE # Q-320639-01	0.00	310.00
105100	95864	06/19/23	1843 CEMETERY MANAGEMENT INC.	010923	RESOLUTION NO. 20-R-00	0.00	850.00
105100	95864	06/19/23	1843 CEMETERY MANAGEMENT INC.	010923	RESOLUTION NO. 20-R-00	0.00	400.00
105100	95864	06/19/23	1843 CEMETERY MANAGEMENT INC.	010923	RESOLUTION NO. 20-R-00	0.00	2,450.00
105100	95864	06/19/23	1843 CEMETERY MANAGEMENT INC.	010923	RESOLUTION NO. 20-R-00	0.00	1,530.00
TOTAL CHECK						0.00	5,230.00
105100	95865	06/19/23	15636 CENTENNIAL COUNSELING CE	010613	STATEMENT DATE: 06 12	0.00	150.00
105100	95866	06/19/23	15633 CENTRALSQUARE TECHNOLOGI	010502	ANNUAL ERP MAINTENANCE	0.00	14,402.07
105100	95866	06/19/23	15633 CENTRALSQUARE TECHNOLOGI	011028	ANNUAL ERP MAINTENANCE	0.00	3,877.48
105100	95866	06/19/23	15633 CENTRALSQUARE TECHNOLOGI	011029	ANNUAL ERP MAINTENANCE	0.00	9,970.66
105100	95866	06/19/23	15633 CENTRALSQUARE TECHNOLOGI	053443	ANNUAL ERP MAINTENANCE	0.00	9,970.66
105100	95866	06/19/23	15633 CENTRALSQUARE TECHNOLOGI	063447	ANNUAL ERP MAINTENANCE	0.00	17,171.69
TOTAL CHECK						0.00	55,392.56
105100	95867	06/19/23	15271 EXSTREAM CLEAN LLC	010613	INVOICE # INV-2086	0.00	720.00
105100	95868	06/19/23	8746 CHRISTOPHER B BURKE ENGI	063447	2023 PROFESSIONAL POST	0.00	549.40
105100	95869	06/19/23	12380 CINTAS CORPORATION	063448	BI-WEEKLY CARPET RUNNE	0.00	15.25
105100	95869	06/19/23	12380 CINTAS CORPORATION	010921	BI-WEEKLY CARPET RUNNE	0.00	15.00
105100	95869	06/19/23	12380 CINTAS CORPORATION	010921	BI-WEEKLY CARPET RUNNE	0.00	22.75
105100	95869	06/19/23	12380 CINTAS CORPORATION	010921	BI-WEEKLY CARPET RUNNE	0.00	16.85
105100	95869	06/19/23	12380 CINTAS CORPORATION	010921	BI-WEEKLY CARPET RUNNE	0.00	12.80
TOTAL CHECK						0.00	82.65
105100	95870	06/19/23	12131 CLASSIC LANDSCAPE LTD.	010613	RESOLUTION NO. 22-R-00	0.00	325.00
105100	95870	06/19/23	12131 CLASSIC LANDSCAPE LTD.	010921	RESOLUTION NO. 22-R-00	0.00	810.00
105100	95870	06/19/23	12131 CLASSIC LANDSCAPE LTD.	053443	RESOLUTION NO. 22-R-00	0.00	240.00

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
 DATE: 06/15/23  
 TIME: 14:11:03

CITY OF WEST CHICAGO  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
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SELECTION CRITERIA: transact.batch='G464' and transact.ck\_date='20230619 00:00:00.000'  
 ACCOUNTING PERIOD: 6/23

FUND - 40 - OPERATING FUND

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105100	95870	06/19/23	12131	CLASSIC LANDSCAPE LTD.	063448	RESOLUTION NO. 22-R-00	830.00
105100	95870	06/19/23	12131	CLASSIC LANDSCAPE LTD.	083453	RESOLUTION NO. 22-R-00	9,515.00
105100	95870	06/19/23	12131	CLASSIC LANDSCAPE LTD.	433476	RESOLUTION NO. 22-R-00	900.00
105100	95870	06/19/23	12131	CLASSIC LANDSCAPE LTD.	010613	RESOLUTION NO. 22-R-00	160.00
105100	95870	06/19/23	12131	CLASSIC LANDSCAPE LTD.	010921	RESOLUTION NO. 22-R-00	820.00
105100	95870	06/19/23	12131	CLASSIC LANDSCAPE LTD.	053440	RESOLUTION NO. 22-R-00	405.00
105100	95870	06/19/23	12131	CLASSIC LANDSCAPE LTD.	053443	RESOLUTION NO. 22-R-00	800.00
105100	95870	06/19/23	12131	CLASSIC LANDSCAPE LTD.	063447	RESOLUTION NO. 22-R-00	1,485.00
105100	95870	06/19/23	12131	CLASSIC LANDSCAPE LTD.	063448	RESOLUTION NO. 22-R-00	1,150.00
105100	95870	06/19/23	12131	CLASSIC LANDSCAPE LTD.	083453	RESOLUTION NO. 22-R-00	17,615.00
105100	95870	06/19/23	12131	CLASSIC LANDSCAPE LTD.	433476	RESOLUTION NO. 22-R-00	580.00
TOTAL CHECK							36,325.00
105100	95871	06/19/23	13257	COMCAST CABLE	010203	6/5-7/4/23	544.85
105100	95872	06/19/23	151	COMED	163458	5/2-6/1/23	1,299.33
105100	95873	06/19/23	5749	COMMUNICATIONS DIRECT	043439	IN VOICE # SR128022	1,616.00
105100	95873	06/19/23	5749	COMMUNICATIONS DIRECT	043439	INVOICE # SR128061	195.26
TOTAL CHECK							1,811.26
105100	95874	06/19/23	15544	CONSERV FS INC.	063447	INVOICE #6423812 DATED	590.00
105100	95874	06/19/23	15544	CONSERV FS INC.	010924	INVOICE #6424015 DATED	590.00
105100	95874	06/19/23	15544	CONSERV FS INC.	010924	INVOICE #6424016 DATED	274.50
105100	95874	06/19/23	15544	CONSERV FS INC.	010924	INVOICE #6424203 DATED	245.00
TOTAL CHECK							1,699.50
105100	95875	06/19/23	11805	CONSTELLATION NEWENERGY	053443	4/12-5/18/23	3,675.54
105100	95875	06/19/23	11805	CONSTELLATION NEWENERGY	063448	4/12-5/18/23	12,256.51
105100	95875	06/19/23	11805	CONSTELLATION NEWENERGY	063447	4/12-5/18/23	25,510.77
105100	95875	06/19/23	11805	CONSTELLATION NEWENERGY	053440	4/12-5/18/23	660.54
TOTAL CHECK							42,103.36
105100	95876	06/19/23	15712	CONSTRUCTION INC.	083453	RESOLUTION NO. 23-R-00	119,746.57
105100	95877	06/19/23	2810	CORE & MAIN LP	063447	INVOICE #S882588 DATED	1,172.00
105100	95878	06/19/23	15518	DANIEL PECK	010208	INVOICE: 000051	350.00
105100	95878	06/19/23	15518	DANIEL PECK	010208	INVOICE: 483D629D-0005	8.00
105100	95878	06/19/23	15518	DANIEL PECK	010208	INVOICE: 483D629D-0004	8.00
105100	95878	06/19/23	15518	DANIEL PECK	010208	INVOICE: 483D629D-0003	8.00
105100	95878	06/19/23	15518	DANIEL PECK	010208	INVOICE: 483D629D-0001	8.00
105100	95878	06/19/23	15518	DANIEL PECK	010208	INVOICE: 5P5ZTQKAJ2	128.54
TOTAL CHECK							510.54
105100	95879	06/19/23	5259	DUPAGE CONVENTION & VISI	010208	INVOICE: 2023-772	1,800.00
105100	95880	06/19/23	871	DUPAGE COUNTY ANIMAL CON	010613	INVOICE # 19985	270.00
105100	95880	06/19/23	871	DUPAGE COUNTY ANIMAL CON	010613	INVOICE # 20007	220.00
TOTAL CHECK							490.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT	
105100	95881	06/19/23	554	DUPAGE COUNTY RECORDER	011029	MAY 2023	0.00	627.00
105100	95881	06/19/23	554	DUPAGE COUNTY RECORDER	011028	MAY 2023	0.00	164.00
TOTAL CHECK						0.00	791.00	
105100	95882	06/19/23	8741	DUPAGE COUNTY TREASURER	05	REFUND 4/7/23 PLEDGE O	0.00	182.18
105100	95883	06/19/23	10714	DUPAGE CTY DIV OF TRANSP	083453	INVOICE #5224 DATED 05	0.00	1,006.23
105100	95883	06/19/23	10714	DUPAGE CTY DIV OF TRANSP	083453	INVOICE #5225 DATED 05	0.00	234.11
TOTAL CHECK						0.00	1,240.34	
105100	95884	06/19/23	11433	DUPAGE TOPSOIL INC.	053443	PULVERIZED TOPSOIL TO	0.00	2,340.00
105100	95885	06/19/23	3597	FEDEX CORPORATION	010510	FEDEX SENT TO MOE FUND	0.00	40.03
105100	95885	06/19/23	3597	FEDEX CORPORATION	010210	DELIVERY FEES	0.00	37.64
TOTAL CHECK						0.00	77.67	
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	010210	6/6-7/5/23	0.00	301.77
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	010201	6/6-7/5/23	0.00	49.46
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	010502	6/6-7/5/23	0.00	106.27
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	010613	6/6-7/5/23	0.00	1,072.06
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	010614	6/6-7/5/23	0.00	32.75
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	010921	6/6-7/5/23	0.00	126.32
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	010924	6/6-7/5/23	0.00	173.11
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	011028	6/6-7/5/23	0.00	119.64
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	011029	6/6-7/5/23	0.00	191.49
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	011030	6/6-7/5/23	0.00	133.00
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	053443	6/6-7/5/23	0.00	227.24
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	063447	6/6-7/5/23	0.00	406.03
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	063448	6/6-7/5/23	0.00	379.30
105100	95887	06/19/23	15657	FIRST COMMUNICATIONS LLC	433476	6/6-7/5/23	0.00	23.39
TOTAL CHECK						0.00	3,341.83	
105100	95888	06/19/23	3491	FLOLO CORPORATION	053443	INVOICE #103715 DATED	0.00	7,380.35
105100	95888	06/19/23	3491	FLOLO CORPORATION	053443	CREDIT DUPLICATE PYMNT	0.00	-1,712.28
TOTAL CHECK						0.00	5,668.07	
105100	95889	06/19/23	3880	GFOA	010510	GFOA COA APP FEE	0.00	530.00
105100	95890	06/19/23	14755	GOVTEMPSUSA	010207	FINANCE DEPT - TEMP AS	0.00	3,829.56
105100	95890	06/19/23	14755	GOVTEMPSUSA	010502	FINANCE DEPT - TEMP AS	0.00	908.13
105100	95890	06/19/23	14755	GOVTEMPSUSA	053443	FINANCE DEPT - TEMP AS	0.00	908.13
105100	95890	06/19/23	14755	GOVTEMPSUSA	063447	FINANCE DEPT - TEMP AS	0.00	908.14
TOTAL CHECK						0.00	6,553.96	
105100	95891	06/19/23	10649	GRAF TREE CARE	010922	RESOLUTION NO. 23-R-00	0.00	24,129.00
105100	95892	06/19/23	2013	GRAINGER	010921	CH EMERGENCY LIGHT	0.00	114.88
105100	95892	06/19/23	2013	GRAINGER	053443	DRY WIPE ROLL	0.00	151.20
105100	95892	06/19/23	2013	GRAINGER	053443	CLOTH RAGS	0.00	177.88
105100	95892	06/19/23	2013	GRAINGER	010921	INVOICE #9714972347 DA	0.00	452.96
TOTAL CHECK						0.00	896.92	

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105100	95893	06/19/23 15427	GREAT LAKES DISTRIBUTING	010924	INVOICE #223415 DATED	0.00	660.40
105100	95894	06/19/23 14830	GROOT INC	01	WEST CHICAGO REFUSE ST	0.00	12,550.00
105100	95895	06/19/23 561	HAGGERTY FORD	010925	INVOICE #12010 DATED 0	0.00	300.47
105100	95895	06/19/23 561	HAGGERTY FORD	010925	350	0.00	59.40
105100	95895	06/19/23 561	HAGGERTY FORD	010925	385	0.00	135.95
105100	95895	06/19/23 561	HAGGERTY FORD	010925	INVOICE #11911 DATED 0	0.00	905.96
105100	95895	06/19/23 561	HAGGERTY FORD	010925	INVOICE #11967 DATED 0	0.00	545.60
105100	95895	06/19/23 561	HAGGERTY FORD	010925	399	0.00	135.95
105100	95895	06/19/23 561	HAGGERTY FORD	010925	880	0.00	99.44
105100	95895	06/19/23 561	HAGGERTY FORD	010925	354	0.00	29.95
105100	95895	06/19/23 561	HAGGERTY FORD	010925	353	0.00	5.83
105100	95895	06/19/23 561	HAGGERTY FORD	010925	399	0.00	14.82
105100	95895	06/19/23 561	HAGGERTY FORD	010925	351	0.00	60.72
105100	95895	06/19/23 561	HAGGERTY FORD	010925	810	0.00	172.70
105100	95895	06/19/23 561	HAGGERTY FORD	010925	780	0.00	182.26
105100	95895	06/19/23 561	HAGGERTY FORD	010925	STOCK	0.00	202.36
105100	95895	06/19/23 561	HAGGERTY FORD	010925	INVOICE #11997 DATED 0	0.00	400.20
TOTAL CHECK						0.00	3,251.61
105100	95896	06/19/23 14818	HAWK FORD	010925	INVOICE #529274 DATED	0.00	199.95
105100	95897	06/19/23 5320	HBK WATER METER SERVICE	063447	INVOICE #230284 DATED	0.00	2,250.00
105100	95898	06/19/23 11307	HEALTHSMART	010201	ANNUAL FLEX ADMIN	0.00	116.15
105100	95899	06/19/23 12351	DANIEL HERBERT	010613	REIMBURSEMENT	0.00	57.00
105100	95900	06/19/23 2989	HORN STEEL	010924	INVOICE #96632K DATED	0.00	60.00
105100	95901	06/19/23 15203	ILLINOIS PHLEBOTOMY SERV	010613	INVOICE # 1791	0.00	975.00
105100	95902	06/19/23 15748	IMPACT CAPITAL LLC	28	LOI REFUND FOR 319 BAR	0.00	1,500.00
105100	95903	06/19/23 15720	INDUSTRIAL SHELVING SYST	010613	WORK ORDER # 97464	0.00	237.30
105100	95904	06/19/23 15510	INTEGRATED CONTROL TECHN	010921	INVOICE #W14952 DATED	0.00	957.50
105100	95905	06/19/23 12643	KIMBALL MIDWEST	010925	INVOICE #101112488 DAT	0.00	318.35
105100	95905	06/19/23 12643	KIMBALL MIDWEST	010925	INVOICE #101113286 DAT	0.00	180.79
105100	95905	06/19/23 12643	KIMBALL MIDWEST	010925	INVOICE #101113423 DAT	0.00	353.02
105100	95905	06/19/23 12643	KIMBALL MIDWEST	010925	INVOICE #101110648 DAT	0.00	299.41
TOTAL CHECK						0.00	1,151.57
105100	95906	06/19/23 14376	KLEIN THORPE & JENKINS L	173454	MAY-JUNE 14 LEGAL SERV	0.00	1,669.50
105100	95907	06/19/23 665	KRAMER TREE SPECIALISTS	010922	RESOLUTION NO. 20-R-00	0.00	13,825.00
105100	95908	06/19/23 14695	LANDSCAPE MATERIAL & FIR	010924	INVOICE #29693 DATED 0	0.00	1,809.10
105100	95909	06/19/23 2298	LANGUAGE LINE SERVICES I	010613	INVOICE # 11016792	0.00	307.12

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105100	95910	06/19/23	11415 LAYNE CHRISTENSEN COMPAN	063447	INVOICE #2477598 DATED	0.00	11,400.00
105100	95911	06/19/23	10042 LEXISNEXIS RISK DATA MAN	010613	INVOICE # 1088361-2023	0.00	237.25
105100	95911	06/19/23	10042 LEXISNEXIS RISK DATA MAN	010613	INVOICE # 6953223-2023	0.00	211.31
TOTAL CHECK						0.00	448.56
105100	95912	06/19/23	14295 MACCARB INC	063448	RESOLUTION NO. 22-R-00	0.00	7,305.00
105100	95913	06/19/23	8248 MARQUARDT & BELMONTE P.C	011029	INV# 12488, 5/31/2023;	0.00	1,002.10
105100	95913	06/19/23	8248 MARQUARDT & BELMONTE P.C	010613	INVOICE # 12847	0.00	3,240.00
105100	95913	06/19/23	8248 MARQUARDT & BELMONTE P.C	010613	INVOICE # 12489	0.00	3,738.40
TOTAL CHECK						0.00	7,980.50
105100	95914	06/19/23	12678 MATOCHA ASSOCIATES	083453	RESOLUTION NO. 23-R-00	0.00	7,995.00
105100	95915	06/19/23	5000 MEADE INC	083453	2023 TRAFFIC SIGNAL MA	0.00	412.52
105100	95916	06/19/23	12537 RTA CMMTR RAIL DIVISION	053443	METRA RIGHT OF ENTRY P	0.00	1,000.00
105100	95917	06/19/23	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 22-R-00	0.00	6,703.07
105100	95917	06/19/23	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 22-R-00	0.00	6,635.61
105100	95917	06/19/23	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 22-R-00	0.00	6,603.23
TOTAL CHECK						0.00	19,941.91
105100	95918	06/19/23	244 MURPHY ACE HARDWARE	2400 010925	MAY 2023	0.00	12.54
105100	95918	06/19/23	244 MURPHY ACE HARDWARE	2400 010921	MAY 2023	0.00	76.58
105100	95918	06/19/23	244 MURPHY ACE HARDWARE	2400 010924	MAY 2023	0.00	42.45
105100	95918	06/19/23	244 MURPHY ACE HARDWARE	2400 010925	MAY 2023	0.00	23.40
105100	95918	06/19/23	244 MURPHY ACE HARDWARE	2400 063447	MAY 2023	0.00	23.40
105100	95918	06/19/23	244 MURPHY ACE HARDWARE	2400 063447	MAY 2023	0.00	67.47
105100	95918	06/19/23	244 MURPHY ACE HARDWARE	2400 083453	MAY 2023	0.00	76.46
105100	95918	06/19/23	244 MURPHY ACE HARDWARE	2400 053443	MAY 2023	0.00	76.93
105100	95918	06/19/23	244 MURPHY ACE HARDWARE	2400 063448	MAY 2023	0.00	77.38
105100	95918	06/19/23	244 MURPHY ACE HARDWARE	2400 010925	MAY 2023	0.00	25.18
TOTAL CHECK						0.00	501.79
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	STOCK	0.00	117.99
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	821	0.00	123.93
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	STOCK	0.00	41.70
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	351	0.00	155.04
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	351	0.00	143.12
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	810	0.00	22.82
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	STOCK	0.00	75.60
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	CREDIT	0.00	-237.92
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	PPE	0.00	83.29
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	STOCK	0.00	151.10
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	INVOICE #4496-216355 D	0.00	346.82
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	780	0.00	21.88
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	761	0.00	2.02
105100	95920	06/19/23	4735 NAPA AUTO PARTS	053443	TAILPIPE HOSE CLAMP	0.00	122.22
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	STOCK	0.00	59.99

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105100	95920	06/19/23	4735 NAPA AUTO PARTS	053443	CREDIT	0.00	-68.90
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	617	0.00	17.98
105100	95920	06/19/23	4735 NAPA AUTO PARTS	053443	CLAMP	0.00	10.25
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	STOCK	0.00	253.96
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	INVOICE #10000562594 D	0.00	720.00
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	INVOICE #4496-215407 D	0.00	300.05
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	INVOICE #3627-499272 D	0.00	1,164.10
105100	95920	06/19/23	4735 NAPA AUTO PARTS	053443	OIL, EXHAUST FLUID	0.00	133.29
105100	95920	06/19/23	4735 NAPA AUTO PARTS	053443	PIPE CONNECTOR	0.00	13.13
105100	95920	06/19/23	4735 NAPA AUTO PARTS	053443	EXPANDER	0.00	68.90
105100	95920	06/19/23	4735 NAPA AUTO PARTS	053443	CREDIT	0.00	-68.90
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	756	0.00	138.54
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	756	0.00	56.08
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	385	0.00	288.71
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	821	0.00	97.78
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	821	0.00	14.24
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	STOCK	0.00	10.70
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	INVOICE #4496-206057 D	0.00	520.41
105100	95920	06/19/23	4735 NAPA AUTO PARTS	010925	INVOICE #4496-209805 D	0.00	458.17
TOTAL CHECK						0.00	5,358.09
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	053443	5/5-6/6/23	0.00	178.73
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	053443	5/3-6/2/23	0.00	59.57
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	053443	5/3-6/2/23	0.00	60.94
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	063447	5/1-5/31/23	0.00	166.32
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	053443	5/4-6/5/23	0.00	75.84
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	010921	5/5-6/6/23	0.00	43.21
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	053443	5/4-6/2/23	0.00	62.32
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	053443	5/5-6/6/23	0.00	54.59
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	053443	5/4-6/5/23	0.00	62.29
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	063448	5/4-6/5/23	0.00	187.07
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	010921	5/4-6/5/23	0.00	183.37
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	053443	5/8-6/7/23	0.00	168.60
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	053443	5/5-6/6/22	0.00	59.43
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	063447	5/6-6/6/23	0.00	51.14
105100	95921	06/19/23	250 NORTHERN ILLINOIS GAS	063447	5/5-6/6/23	0.00	58.54
TOTAL CHECK						0.00	1,471.96
105100	95922	06/19/23	12149 NIKKI GILES	010510	GFOA CONFERENCE EXPENS	0.00	1,627.75
105100	95923	06/19/23	4303 NORTH EAST MULTI-REGIONA	010613	INVOICE # 327765	0.00	300.00
105100	95924	06/19/23	14569 ORKIN	063448	2023 PEST CONTROL INSP	0.00	70.00
105100	95924	06/19/23	14569 ORKIN	010921	2023 PEST CONTROL INSP	0.00	55.00
105100	95924	06/19/23	14569 ORKIN	010921	2023 PEST CONTROL INSP	0.00	52.00
105100	95924	06/19/23	14569 ORKIN	010921	2023 PEST CONTROL INSP	0.00	68.00
TOTAL CHECK						0.00	245.00
105100	95925	06/19/23	15112 PACE SUBURBAN BUS	010207	INV# 620630, 5/22/2023	0.00	41.58
105100	95925	06/19/23	15112 PACE SUBURBAN BUS	010207	INV# 621026, 5/31/2023	0.00	85.66
TOTAL CHECK						0.00	127.24

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT	
105100	95926	06/19/23	3739 PADDOCK PUBLICATIONS	011028	INV# 252590, 5/29/2023	0.00	64.40	
105100	95927	06/19/23	15547 PARTNERS AND PAWS VETERI	010613	INVOICE # 120040	0.00	653.84	
105100	95927	06/19/23	15547 PARTNERS AND PAWS VETERI	010613	INVOICE # 119860	0.00	804.10	
TOTAL CHECK							0.00	1,457.94
105100	95928	06/19/23	15077 PETROCHOICE	010925	INVOICE #51211855 DATE	0.00	2,934.44	
105100	95929	06/19/23	14816 PIT STOP	010207	INV# 0005349531, 5/25/	0.00	1,171.92	
105100	95929	06/19/23	14816 PIT STOP	011030	INV# PS533717, 6/1/202	0.00	600.00	
TOTAL CHECK							0.00	1,771.92
105100	95930	06/19/23	3714 POMP'S TIRE SERVICE INC.	010925	821	0.00	212.70	
105100	95930	06/19/23	3714 POMP'S TIRE SERVICE INC.	010925	SCRAP TIRE	0.00	89.00	
105100	95930	06/19/23	3714 POMP'S TIRE SERVICE INC.	010925	INVOICE #640107507 DAT	0.00	548.56	
TOTAL CHECK							0.00	850.26
105100	95931	06/19/23	4450 RESERVE ACCOUNT	010510	POSTAGE REFILL	0.00	300.00	
105100	95931	06/19/23	4450 RESERVE ACCOUNT	053443	POSTAGE REFILL	0.00	300.00	
105100	95931	06/19/23	4450 RESERVE ACCOUNT	063447	POSTAGE REFILL	0.00	300.00	
105100	95931	06/19/23	4450 RESERVE ACCOUNT	433476	POSTAGE REFILL	0.00	300.00	
TOTAL CHECK							0.00	1,200.00
105100	95932	06/19/23	4386 PRO-LINE SAFETY PRODUCTS	053443	INVOICE #5117767-1 DAT	0.00	306.00	
105100	95932	06/19/23	4386 PRO-LINE SAFETY PRODUCTS	063447	INVOICE #5117767-1 DAT	0.00	306.00	
TOTAL CHECK							0.00	612.00
105100	95933	06/19/23	492 RAY O'HERRON INC	010613	INVOICE # 2275256	0.00	60.00	
105100	95933	06/19/23	492 RAY O'HERRON INC	010613	INVOICE # 2275419	0.00	323.96	
105100	95933	06/19/23	492 RAY O'HERRON INC	010613	INVOICE # 2275417	0.00	323.96	
105100	95933	06/19/23	492 RAY O'HERRON INC	010613	INVOICE # 2275339	0.00	60.00	
TOTAL CHECK							0.00	767.92
105100	95934	06/19/23	12384 ROADS SAFE TRAFFIC SYSTEMS	083453	QUOTE DATED 03-22-23 -	0.00	450.00	
105100	95934	06/19/23	12384 ROADS SAFE TRAFFIC SYSTEMS	083453	FREIGHT TO: CITY OF WE	0.00	40.00	
TOTAL CHECK							0.00	490.00
105100	95935	06/19/23	14320 ROLAND MACHINERY CO	010925	INVOICE #32208164 DATE	0.00	1,224.57	
105100	95936	06/19/23	13908 RUSH TRUCK CENTERS OF IL	010925	INVOICE #3032857453 DA	0.00	88.14	
105100	95936	06/19/23	13908 RUSH TRUCK CENTERS OF IL	010925	INVOICE #3032655319 DA	0.00	408.59	
105100	95936	06/19/23	13908 RUSH TRUCK CENTERS OF IL	010925	INVOICE #3032650429 DA	0.00	427.20	
105100	95936	06/19/23	13908 RUSH TRUCK CENTERS OF IL	010925	INVOICE #3032656166 DA	0.00	500.11	
105100	95936	06/19/23	13908 RUSH TRUCK CENTERS OF IL	053443	INVOICE #3032740932 DA	0.00	453.46	
TOTAL CHECK							0.00	1,877.50
105100	95937	06/19/23	11440 RUSSO POWER EQUIPMENT	010925	INVOICE #SPI20259049 D	0.00	450.00	
105100	95938	06/19/23	4774 SAFETY LANE INSPECTIONS	010925	INVOICE #22593 DATED 0	0.00	197.50	
105100	95938	06/19/23	4774 SAFETY LANE INSPECTIONS	053443	INVOICE #22593 DATED 0	0.00	44.00	
105100	95938	06/19/23	4774 SAFETY LANE INSPECTIONS	010925	INVOICE #22616 DATED 0	0.00	44.00	
105100	95938	06/19/23	4774 SAFETY LANE INSPECTIONS	010925	INVOICE #22651 DATED 0	0.00	132.00	

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FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK						0.00	417.50
105100	95939	06/19/23	12919 STEVE PIPER & SONS INC.	083453	RESOLUTION NO. 22-R-00	0.00	7,651.15
105100	95939	06/19/23	12919 STEVE PIPER & SONS INC.	083453	RESOLUTION NO. 22-R-00	0.00	14,124.25
105100	95939	06/19/23	12919 STEVE PIPER & SONS INC.	083453	RESOLUTION NO. 22-R-00	0.00	5,354.58
105100	95939	06/19/23	12919 STEVE PIPER & SONS INC.	083453	RESOLUTION NO. 22-R-00	0.00	10,401.00
105100	95939	06/19/23	12919 STEVE PIPER & SONS INC.	083453	RESOLUTION NO. 22-R-00	0.00	1,783.80
TOTAL CHECK						0.00	39,314.78
105100	95940	06/19/23	1762 SUBURBAN LABORATORIES IN	063448	INVOICE #214842 DATED	0.00	655.66
105100	95941	06/19/23	14837 SUNBELT RENTALS INC	063448	INVOICE #135155755-000	0.00	1,075.25
105100	95942	06/19/23	8211 SWALLOW CONSTRUCTION COR	063447	RESOLUTION NO. 23-R-00	0.00	348,889.05
105100	95942	06/19/23	8211 SWALLOW CONSTRUCTION COR	083453	RESOLUTION NO. 23-R-00	0.00	190,596.15
TOTAL CHECK						0.00	539,485.20
105100	95943	06/19/23	527 TESTING SERVICE CORPORAT	083453	CONSTRUCTION MATERIAL	0.00	880.00
105100	95943	06/19/23	527 TESTING SERVICE CORPORAT	083453	CONSTRUCTION MATERIAL	0.00	2,879.25
TOTAL CHECK						0.00	3,759.25
105100	95944	06/19/23	15072 TOSCAS LAW GROUP LLC	010613	STATEMENT DATE: 06 12	0.00	300.00
105100	95945	06/19/23	3349 TRAFFIC CONTROL AND PROT	083453	ITEM #2006LED - EMPCO	0.00	459.00
105100	95945	06/19/23	3349 TRAFFIC CONTROL AND PROT	083453	ITEM #2006LED - EMPCO	0.00	275.40
105100	95945	06/19/23	3349 TRAFFIC CONTROL AND PROT	083453	ITEM #2006LED - EMPCO	0.00	183.60
105100	95945	06/19/23	3349 TRAFFIC CONTROL AND PROT	083453	INVOICE #114917 DATED	0.00	307.60
TOTAL CHECK						0.00	1,225.60
105100	95946	06/19/23	2027 TRANS UNION CORPORATION	010613	INVOICE # 05300262	0.00	100.00
105100	95947	06/19/23	14383 ULTRA STROBE COMMUNICATI	010613	INVOICE # 083322	0.00	1,085.00
105100	95948	06/19/23	15612 UNIFIRST FIRST AID CORP	010921	INVOICE #G102442 DATED	0.00	32.90
105100	95948	06/19/23	15612 UNIFIRST FIRST AID CORP	010921	INVOICE #G102443 DATED	0.00	18.65
105100	95948	06/19/23	15612 UNIFIRST FIRST AID CORP	010921	INVOICE #G102446 DATED	0.00	17.99
105100	95948	06/19/23	15612 UNIFIRST FIRST AID CORP	063448	INVOICE #G102447 DATED	0.00	132.22
TOTAL CHECK						0.00	201.76
105100	95949	06/19/23	4322 US POSTMASTER	010208	USPS POSTAGE CITY NEWS	0.00	2,500.00
105100	95950	06/19/23	4406 U.S.A. BLUEBOOK	053443	INVOICE #INV00015881 D	0.00	558.99
105100	95951	06/19/23	4207 VERIZON WIRELESS	053443	6/10-7/9/23	0.00	1,161.88
105100	95952	06/19/23	4207 VERIZON WIRELESS	010613	6/7-7/6/23	0.00	1,541.42
105100	95952	06/19/23	4207 VERIZON WIRELESS	010614	6/7-7/6/23	0.00	76.02
105100	95952	06/19/23	4207 VERIZON WIRELESS	010210	6/7-7/6/23	0.00	38.01
105100	95952	06/19/23	4207 VERIZON WIRELESS	010502	6/7-7/6/23	0.00	38.01
105100	95952	06/19/23	4207 VERIZON WIRELESS	010204	6/7-7/6/23	0.00	38.01
TOTAL CHECK						0.00	1,731.47



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CITY OF WEST CHICAGO  
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FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	95953	06/19/23	6793 W.A. MANAGEMENT INC.	011029	INV# INV-25967, 6/1/20	0.00	85.68
105100	95953	06/19/23	6793 W.A. MANAGEMENT INC.	011029	INV# INV-25968, 6/1/20	0.00	85.68
105100	95953	06/19/23	6793 W.A. MANAGEMENT INC.	011029	INV# INV-25978, 6/2/20	0.00	85.68
105100	95953	06/19/23	6793 W.A. MANAGEMENT INC.	011029	INV# INV-25979, 6/2/20	0.00	85.68
TOTAL CHECK						0.00	342.72
105100	95954	06/19/23	4823 WATER PRODUCTS AURORA	063447	INVOICE #0316269 DATED	0.00	2,600.90
105100	95955	06/19/23	13109 WATER RESOURCES INC	063447	INVOICE #36489 DATED 0	0.00	2,308.00
105100	95955	06/19/23	13109 WATER RESOURCES INC	063447	INVOICE #36509 DATED 0	0.00	1,248.00
TOTAL CHECK						0.00	3,556.00
105100	95957	06/19/23	3519 WEST CHICAGO LIBRARY DIS	0100	20.8% OF PPRT RECEIVED	0.00	73,570.00
105100	95958	06/19/23	15211 WEST CHICAGO PRINTING	010613	INVOICE # PGM-14911	0.00	468.00
105100	95959	06/19/23	12135 WEST SUBURBAN LIVING MAG	010208	INVOICE: 14492	0.00	495.00
105100	95960	06/19/23	302 WESTERN DUPAGE CHAMBER O	011030	2023 RAILROAD DAYS - 3	0.00	5,000.00
105100	95961	06/19/23	15222 WETT CAR WASH LLC	010613	REPORT GENERATE DATE:	0.00	150.00
105100	95962	06/19/23	15548 WEX BANK	010613	INVOICE # 89708960	0.00	625.40
105100	V95886	06/19/23	15649 FIFTH THIRD BANK	011028	CARD ENDING IN -5157;	0.00	408.00
105100	V95886	06/19/23	15649 FIFTH THIRD BANK	011028	CARD ENDING IN -5157;	0.00	79.00
105100	V95886	06/19/23	15649 FIFTH THIRD BANK	011030	CARD ENDING IN -5157;	0.00	293.55
105100	V95886	06/19/23	15649 FIFTH THIRD BANK	010613	MONTHLY CHARGES FOR CA	0.00	313.97
105100	V95886	06/19/23	15649 FIFTH THIRD BANK	010613	MONTHLY CHARGES FOR CA	0.00	500.00
105100	V95886	06/19/23	15649 FIFTH THIRD BANK	010613	MONTHLY CHARGES FOR CA	0.00	863.04
105100	V95886	06/19/23	15649 FIFTH THIRD BANK	010613	MONTHLY CHARGES FOR CA	0.00	590.42
105100	V95886	06/19/23	15649 FIFTH THIRD BANK	010613	MONTHLY CHARGES FOR CA	0.00	60.00
105100	V95886	06/19/23	15649 FIFTH THIRD BANK	010613	MONTHLY CHARGES FOR CA	0.00	1.98
105100	V95886	06/19/23	15649 FIFTH THIRD BANK	010910	ACCOUNT ENDING IN #518	0.00	1,309.81
105100	V95886	06/19/23	15649 FIFTH THIRD BANK	010924	ACCOUNT ENDING IN #518	0.00	700.00
105100	V95886	06/19/23	15649 FIFTH THIRD BANK	053443	ACCOUNT ENDING IN #518	0.00	700.00
TOTAL CHECK						0.00	5,819.77
105100	V95956	06/19/23	15061 WCWWA	053443	APRIL OPERATIONAL AND	0.00	210,137.03
TOTAL CASH ACCOUNT						0.00	1,776,627.20
TOTAL FUND						0.00	1,776,627.20
TOTAL REPORT						0.00	1,776,627.20

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CITY OF WEST CHICAGO  
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SELECTION CRITERIA: payable.due\_date='20230619 00:00:00.000'  
 PAYMENT TYPE: ALL

FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE		VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
01	130100	INVENTORY-REFUSE	14830	GROOT INC	00101531-01	10700536T107G464		0.00	12550.00
TOTAL GENERAL FUND								0.00	12550.00
0100	311000	PERS PROP REPL T	3519	WEST CHICAGO LIBRARY	00101566-01	JAN-JUNE 23	G464	0.00	73570.00
TOTAL GENERAL FUND REVENUES								0.00	73570.00
010110	4012	CORP COUNSEL-SAL	7994	BOND DICKSON & ASSOC	00101567-01	MAY 2023	G464	0.00	250.00
010110	4100	LEGAL FEES	7994	BOND DICKSON & ASSOC	00101567-01	MAY 2023	G464	0.00	2058.00
TOTAL CITY COUNCIL-OPERATIONS								0.00	2308.00
010201	4053	HEALTH/DENTAL/LI	11307	HEALTHSMART	00099344-02	F0523032	G464	0.00	116.15
010201	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS		00116020	G464	0.00	49.46
TOTAL CITY ADMIN - HR								0.00	165.61
010203	4109	NETWORK CHARGES	13257	COMCAST CABLE		877120038038G464		0.00	544.85
TOTAL CITY ADMIN - IT								0.00	544.85
010204	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		980505522-00G464		0.00	38.01
TOTAL CITY ADMIN - GIS								0.00	38.01
010207	4225	OTHER CONTRACTUA	14755	GOVTEMPSUSA	00101478-01	4190474	G464	0.00	3829.56
010207	4225	OTHER CONTRACTUA	14816	PIT STOP	00101515-01	0005349531	G464	0.00	1171.92
010207	4234	PARATRANSIT SERV	15112	PACE SUBURBAN BUS	00101513-01	620630	G464	0.00	41.58
010207	4234	PARATRANSIT SERV	15112	PACE SUBURBAN BUS	00101513-02	621026	G464	0.00	85.66
TOTAL CITY ADMIN-SPECIAL PROJ								0.00	5128.72
010208	4107	NEWSLETTER PREPA	4322	US POSTMASTER	00101571-01	SUMMER 23	G464	0.00	2500.00
010208	4212	ADVERTISING	12135	WEST SUBURBAN LIVING	00101572-01	14492	G464	0.00	495.00
010208	4212	ADVERTISING	15518	DANIEL PECK	00101570-01	REIMBURSMNTG464		0.00	350.00
010208	4212	ADVERTISING	15518	DANIEL PECK	00101570-02	REIMBURSMNTG464		0.00	8.00
010208	4212	ADVERTISING	15518	DANIEL PECK	00101570-03	REIMBURSMNTG464		0.00	8.00
010208	4212	ADVERTISING	15518	DANIEL PECK	00101570-04	REIMBURSMNTG464		0.00	8.00
010208	4212	ADVERTISING	15518	DANIEL PECK	00101570-05	REIMBURSMNTG464		0.00	8.00
010208	4212	ADVERTISING	15518	DANIEL PECK	00101570-06	REIMBURSMNTG464		0.00	128.54
010208	4212	ADVERTISING	15716	ABC BUSINESS FORMS IN	00101568-01	275493	G464	0.00	55.33
010208	4212	ADVERTISING	5259	DUPAGE CONVENTION & V	00101569-01	2023-772	G464	0.00	1800.00
TOTAL CITY ADMIN-MARKET/COMM								0.00	5360.87
010210	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS		00116020	G464	0.00	301.77
010210	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		980505522-00G464		0.00	38.01
010210	4613	POSTAGE	3597	FEDEX CORPORATION		8-148-26492	G464	0.00	37.64

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 PAYMENT TYPE: ALL

FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
TOTAL CITY ADMIN-ADMIN							0.00	377.42
010502	4125	SOFTWARE MAINTEN	15633	CENTRALSQUARE TECHNOL	00101484-01	383845 G464	0.00	14402.07
010502	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS		00116020 G464	0.00	106.27
010502	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		980505522-00G464	0.00	38.01
010502	4225	OTHER CONTRACTUA	14755	GOVTEMPSUSA	00101478-01	4190474 G464	0.00	908.13
TOTAL ADMIN SERVICES-ACCTG							0.00	15454.48
010510	4100	LEGAL FEES	7994	BOND DICKSON & ASSOC	00101567-01	MAY 2023 G464	0.00	84.00
010510	4110	TRAINING & TUITI	12149	NIKKI GILES	00101579-01	REIMBURSEMENG464	0.00	1627.75
010510	4112	MEMBERSHIPS/DUES	3880	GFOA	00101580-01	2022 ACFR G464	0.00	530.00
010510	4600	COMPUTER/OFFICE	12617	ACCURATE OFFICE SUPPL		MAY 2023 G464	0.00	261.60
010510	4613	POSTAGE	3597	FEDEX CORPORATION	00101482-01	8-134-38554 G464	0.00	40.03
010510	4613	POSTAGE	4450	RESERVE ACCOUNT	00101526-01	POSTAGE REFIG464	0.00	300.00
TOTAL ADMIN SERVICES-ADMIN							0.00	2843.38
010613	4100	LEGAL FEES	15072	TOSCAS LAW GROUP LLC	00101561-01	TRAFFIC VIOLG464	0.00	300.00
010613	4100	LEGAL FEES	7994	BOND DICKSON & ASSOC	00101567-01	MAY 2023 G464	0.00	1701.00
010613	4100	LEGAL FEES	8248	MARQUARDT & BELMONTE	00101509-01	12847 G464	0.00	3240.00
010613	4100	LEGAL FEES	8248	MARQUARDT & BELMONTE	00101509-02	12489 G464	0.00	3738.40
010613	4110	TRAINING & TUITI	14930	CELLEBRITE INC.	00101557-01	Q-320639-01 G464	0.00	310.00
010613	4110	TRAINING & TUITI	15649	FIFTH THIRD BANK	00101472-01	5173 G464	0.00	313.97
010613	4110	TRAINING & TUITI	15649	FIFTH THIRD BANK	00101473-01	5199 G464	0.00	863.04
010613	4110	TRAINING & TUITI	4303	NORTH EAST MULTI-REGI	00101525-01	327765 G464	0.00	300.00
010613	4111	OFFICER TRAINING	12351	DANIEL HERBERT	00101522-01	194B0133039 G464	0.00	57.00
010613	4111	OFFICER TRAINING	15649	FIFTH THIRD BANK	00101473-01	5199 G464	0.00	590.42
010613	4112	MEMBERSHIPS/DUES	15649	FIFTH THIRD BANK	00101473-01	5199 G464	0.00	60.00
010613	4202	TELEPHONE & ALAR	15559	AMAZON CAPITAL SERVICE	00101563-01	1M7L9XVLL1J1KG464	0.00	47.00
010613	4202	TELEPHONE & ALAR	15649	FIFTH THIRD BANK	00101473-01	5199 G464	0.00	1.98
010613	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS		00116020 G464	0.00	1072.06
010613	4202	TELEPHONE & ALAR	2298	LANGUAGE LINE SERVICE	00101480-01	11016792 G464	0.00	307.12
010613	4211	PRINTING & BINDI	15211	WEST CHICAGO PRINTING	00101558-01	PGM-14911 G464	0.00	468.00
010613	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01	163554 G464	0.00	325.00
010613	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01	163719 G464	0.00	160.00
010613	4225	OTHER CONTRACTUA	10042	LEXISNEXIS RISK DATA	00101506-01	6953223-2023G464	0.00	211.31
010613	4225	OTHER CONTRACTUA	10042	LEXISNEXIS RISK DATA	00101523-01	1088361-2023G464	0.00	237.25
010613	4225	OTHER CONTRACTUA	15203	ILLINOIS PHLEBOTOMY S	00101477-01	1791 G464	0.00	975.00
010613	4225	OTHER CONTRACTUA	15636	CENTENNIAL COUNSELING	00101562-01	1 COUNSELINGG464	0.00	150.00
010613	4225	OTHER CONTRACTUA	2027	TRANS UNION CORPORATI	00101479-01	05300262 G464	0.00	100.00
010613	4225	OTHER CONTRACTUA	4207	VERIZON WIRELESS		980505522-00G464	0.00	1541.42
010613	4225	OTHER CONTRACTUA	871	DUPAGE COUNTY ANIMAL	00101560-01	19985 G464	0.00	270.00
010613	4225	OTHER CONTRACTUA	871	DUPAGE COUNTY ANIMAL	00101560-02	20007 G464	0.00	220.00
010613	4230	GRAFFITI REMOVAL	15271	EXSTREAM CLEAN LLC	00101559-01	INV-2086 G464	0.00	720.00
010613	4423	RADIO/RADAR EQUI	14383	ULTRA STROBE COMMUNIC	00101524-01	083322 G464	0.00	1085.00
010613	4502	COPIER FEES	14784	BRADEN BUSINESS SYSTE	00101476-01	863738 G464	0.00	63.00
010613	4600	COMPUTER/OFFICE	12617	ACCURATE OFFICE SUPPL		MAY 2023 G464	0.00	103.04

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PAYMENT TYPE: ALL

FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010613	4601	FIELD EQUIPMENT	15720	INDUSTRIAL SHELVI S	00101038-01 23-0351	G464	0.00	237.30
010613	4607	GAS & OIL	15548	WEX BANK	00101475-01 89708960	G464	0.00	625.40
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON INC	00101483-01 2275256	G464	0.00	60.00
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON INC	00101508-01 2275419	G464	0.00	323.96
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON INC	00101508-02 2275417	G464	0.00	323.96
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON INC	00101508-03 2275339	G464	0.00	60.00
010613	4644	DRUG ASSET FORFE	15547	PARTNERS AND PAWS VET	00101474-01 120040	G464	0.00	653.84
010613	4644	DRUG ASSET FORFE	15547	PARTNERS AND PAWS VET	00101474-02 119860	G464	0.00	804.10
010613	4644	DRUG ASSET FORFE	15649	FIFTH THIRD BANK	00101472-01 5173	G464	0.00	500.00
010613	4650	MISCELLANEOUS CO	15222	WETT CAR WASH LLC	00101565-01 MAY 2023	G464	0.00	150.00
TOTAL POLICE-OPERATIONS							0.00	23269.57
010614	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS	00116020	G464	0.00	32.75
010614	4225	OTHER CONTRACTUA	4207	VERIZON WIRELESS	980505522-00G464		0.00	76.02
TOTAL POLICE-ESDA							0.00	108.77
010910	4110	TRAINING & TUITI	15649	FIFTH THIRD BANK	00101489-01 5181	G464	0.00	1309.81
TOTAL PUBLIC WORKS-ADMIN							0.00	1309.81
010921	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS	00116020	G464	0.00	126.32
010921	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS	45866027258	G464	0.00	43.21
010921	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS	04739367748	G464	0.00	183.37
010921	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01 163719	G464	0.00	820.00
010921	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01 163554	G464	0.00	810.00
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00100596-02 4156906195	G464	0.00	15.00
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00100596-03 4156906114	G464	0.00	22.75
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00100596-04 4156906080	G464	0.00	16.85
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00100596-05 4156906116	G464	0.00	12.80
010921	4225	OTHER CONTRACTUA	14569	ORKIN	00100282-01 18052606	G464	0.00	55.00
010921	4225	OTHER CONTRACTUA	14569	ORKIN	00100282-01 18052607	G464	0.00	52.00
010921	4225	OTHER CONTRACTUA	14569	ORKIN	00100282-01 18052608	G464	0.00	68.00
010921	4225	OTHER CONTRACTUA	15510	INTEGRATED CONTROL TE	00101486-01 W14952	G464	0.00	957.50
010921	4615	UNIFORMS/SAFETY	15612	UNIFIRST FIRST AID CO	00101528-01 G102442	G464	0.00	32.90
010921	4615	UNIFORMS/SAFETY	15612	UNIFIRST FIRST AID CO	00101528-02 G102443	G464	0.00	18.65
010921	4615	UNIFORMS/SAFETY	15612	UNIFIRST FIRST AID CO	00101528-03 G102446	G464	0.00	17.99
010921	4650	MISCELLANEOUS CO	13021	CASE LOTS INC	00101554-01 18223	G464	0.00	440.00
010921	4650	MISCELLANEOUS CO	13637	A.R.S. HVAC SUPPLY IN	00101535-01 0024281	G464	0.00	17.63
010921	4650	MISCELLANEOUS CO	15559	AMAZON CAPITAL SERVIC	00101529-01 INV7MHLY13J9G464		0.00	53.91
010921	4650	MISCELLANEOUS CO	15559	AMAZON CAPITAL SERVIC	00101529-05 1HTXHKWYKHRWG464		0.00	189.14
010921	4650	MISCELLANEOUS CO	15559	AMAZON CAPITAL SERVIC	00101529-08 1LX4643Y13DWG464		0.00	-58.98
010921	4650	MISCELLANEOUS CO	15559	AMAZON CAPITAL SERVIC	00101551-02 1WJL7HNP14X1G464		0.00	112.98
010921	4650	MISCELLANEOUS CO	2013	GRAINGER	9711370776	G464	0.00	114.88
010921	4650	MISCELLANEOUS CO	2013	GRAINGER	9714972347	G464	0.00	452.96
010921	4650	MISCELLANEOUS CO	244	MURPHY ACE HARDWARE 2	MAY 2023	G464	0.00	76.58
TOTAL PUBLIC WORKS-MUN PROP							0.00	4651.44

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010922	4214	BRUSH PICKUP	665	KRAMER TREE SPECIALIS	00101136-01 5284	G464	0.00	13825.00
010922	4225	OTHER CONTRACTUA	10649	GRAF TREE CARE	00101186-01 18688	G464	0.00	24129.00
TOTAL PUBLIC WORKS-FORESTRY							0.00	37954.00
010923	4209	INTERMENT	1843	CEMETERY MANAGEMENT I	00100651-01 00-19584	G464	0.00	850.00
010923	4209	INTERMENT	1843	CEMETERY MANAGEMENT I	00100651-01 00-19596	G464	0.00	400.00
010923	4216	GROUNDS MAINTENA	1843	CEMETERY MANAGEMENT I	00100651-01 00-19595	G464	0.00	2450.00
010923	4216	GROUNDS MAINTENA	1843	CEMETERY MANAGEMENT I	00100651-01 00-19598	G464	0.00	1530.00
TOTAL PUBLIC WORKS-CEMETERIES							0.00	5230.00
010924	4110	TRAINING & TUITI	15649	FIFTH THIRD BANK	00101489-01 5181	G464	0.00	700.00
010924	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS	00116020	G464	0.00	173.11
010924	4600	COMPUTER/OFFICE	6441	CANON BUSINESS SOLUTI	00101549-01 6004364119	G464	0.00	82.28
010924	4600	COMPUTER/OFFICE	6441	CANON BUSINESS SOLUTI	00101549-02 6004460300	G464	0.00	195.82
010924	4604	TOOLS & EQUIPMEN	15427	GREAT LAKES DISTRIBUT	00101485-01 223415	G464	0.00	660.40
010924	4650	MISCELLANEOUS CO	14695	LANDSCAPE MATERIAL &	00101556-01 29693	G464	0.00	1809.10
010924	4650	MISCELLANEOUS CO	15544	CONSERV FS INC.	00101500-02 6424015	G464	0.00	590.00
010924	4650	MISCELLANEOUS CO	15544	CONSERV FS INC.	00101500-03 6424016	G464	0.00	274.50
010924	4650	MISCELLANEOUS CO	15544	CONSERV FS INC.	00101545-01 6424203	G464	0.00	245.00
010924	4650	MISCELLANEOUS CO	15559	AMAZON CAPITAL SERVIC	00101529-02 1PY6HJC4MNJNG464	G464	0.00	31.99
010924	4650	MISCELLANEOUS CO	244	MURPHY ACE HARDWARE 2	MAY 2023	G464	0.00	42.45
010924	4650	MISCELLANEOUS CO	2989	HORN STEEL	00101503-01 96632K	G464	0.00	60.00
TOTAL PUBLIC WORKS-R & B							0.00	4864.65
010925	4110	TRAINING & TUITI	4735	NAPA AUTO PARTS	00101497-01 10000562594	G464	0.00	720.00
010925	4400	VEHICLE REPAIR	14818	HAWK FORD	00101507-01 529274	G464	0.00	199.95
010925	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00101504-01 22593	G464	0.00	197.50
010925	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00101504-02 22616	G464	0.00	44.00
010925	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00101544-01 22651	G464	0.00	132.00
010925	4400	VEHICLE REPAIR	561	HAGGERTY FORD	56352	G464	0.00	135.95
010925	4400	VEHICLE REPAIR	561	HAGGERTY FORD	56231	G464	0.00	29.95
010925	4400	VEHICLE REPAIR	561	HAGGERTY FORD	56752	G464	0.00	135.95
010925	4603	PARTS FOR VEHICL	11440	RUSSO POWER EQUIPMENT	00101496-01 SPI20259049	G464	0.00	450.00
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00101552-01 101110648	G464	0.00	299.41
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00101552-02 101112488	G464	0.00	318.35
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00101552-03 101113286	G464	0.00	180.79
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00101552-04 101113423	G464	0.00	353.02
010925	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00101532-01 3032655319	G464	0.00	408.59
010925	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00101532-02 3032650429	G464	0.00	427.20
010925	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00101532-03 3032656166	G464	0.00	500.11
010925	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00101553-01 3032857453	G464	0.00	88.14
010925	4603	PARTS FOR VEHICL	14320	ROLAND MACHINERY CO	00101541-01 32208164	G464	0.00	1224.57
010925	4603	PARTS FOR VEHICL	14771	AHW LLC	00101555-01 11646087	G464	0.00	174.07
010925	4603	PARTS FOR VEHICL	15077	PETROCHOICE	00101487-01 51211855	G464	0.00	2934.44
010925	4603	PARTS FOR VEHICL	15559	AMAZON CAPITAL SERVIC	00101551-01 1TKLJP4Y4DP4G464	G464	0.00	110.00

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010925	4603	PARTS FOR VEHICL	15559	AMAZON CAPITAL SERVIC	00101551-03	1TKLJP4Y4DP4G464	0.00	-55.00
010925	4603	PARTS FOR VEHICL	244	MURPHY ACE HARDWARE 2		MAY 2023 G464	0.00	12.54
010925	4603	PARTS FOR VEHICL	3714	POMP'S TIRE SERVICE I		640107811 G464	0.00	212.70
010925	4603	PARTS FOR VEHICL	3714	POMP'S TIRE SERVICE I		640107832 G464	0.00	89.00
010925	4603	PARTS FOR VEHICL	3714	POMP'S TIRE SERVICE I	00101488-01	640107507 G464	0.00	548.56
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-215452 G464	0.00	151.10
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-216136 G464	0.00	138.54
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-216102 G464	0.00	56.08
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-216258 G464	0.00	288.71
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-215768 G464	0.00	97.78
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-215766 G464	0.00	14.24
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-215922 G464	0.00	10.70
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-215022 G464	0.00	117.99
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-215720 G464	0.00	123.93
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-215614 G464	0.00	41.70
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-215584 G464	0.00	155.04
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-215559 G464	0.00	143.12
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-215489 G464	0.00	22.82
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-215484 G464	0.00	75.60
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-215081 G464	0.00	-237.92
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-209906 G464	0.00	21.88
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-212292 G464	0.00	2.02
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-216928 G464	0.00	59.99
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-216896 G464	0.00	17.98
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-217179 G464	0.00	253.96
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	00101502-01	4496-215407 G464	0.00	300.05
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	00101502-02	3627-499272 G464	0.00	1164.10
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	00101534-01	4496-216355 G464	0.00	346.82
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	00101547-01	4496-206057 G464	0.00	520.41
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	00101547-02	4496-209805 G464	0.00	458.17
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		CM9606 G464	0.00	5.83
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		11885 G464	0.00	14.82
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		11935 G464	0.00	60.72
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		11970 G464	0.00	172.70
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		11993 G464	0.00	182.26
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		11998 G464	0.00	202.36
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		11886 G464	0.00	99.44
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		12003 G464	0.00	59.40
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD	00101505-01	11911 G464	0.00	905.96
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD	00101505-02	11967 G464	0.00	545.60
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD	00101505-03	11997 G464	0.00	400.20
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD	00101537-01	12010 G464	0.00	300.47
010925	4604	TOOLS & EQUIPMEN	244	MURPHY ACE HARDWARE 2		MAY 2023 G464	0.00	25.18
010925	4615	UNIFORMS/SAFETY	4735	NAPA AUTO PARTS		4496-215127 G464	0.00	83.29
010925	4650	MISCELLANEOUS CO	244	MURPHY ACE HARDWARE 2		MAY 2023 G464	0.00	23.40
TOTAL PUBLIC WORKS-MAINT GAR							0.00	17298.23
011028	4100	LEGAL FEES	7994	BOND DICKSON & ASSOC	00101567-01	MAY 2023 G464	0.00	2100.00

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE		VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
011028	4112	MEMBERSHIPS/DUES	15649	FIFTH THIRD BANK	00101519-01	5157	G464	0.00	408.00
011028	4125	SOFTWARE MAINTEN	15633	CENTRALSQUARE TECHNOL	00101484-01	383845	G464	0.00	3877.48
011028	4200	LEGAL NOTICES	3739	PADDOCK PUBLICATIONS	00101517-01	252590	G464	0.00	64.40
011028	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS		00116020	G464	0.00	119.64
011028	4600	COMPUTER/OFFICE	12617	ACCURATE OFFICE SUPPL		MAY 2023	G464	0.00	46.05
011028	4602	MAPS & PLATS	554	DUPAGE COUNTY RECORDE		MAY 2023	G464	0.00	164.00
011028	4700	PROSPECT DEVELOP	15649	FIFTH THIRD BANK	00101519-01	5157	G464	0.00	79.00
TOTAL COM DEV-PLANNING								0.00	6858.57
011029	4100	LEGAL FEES	7994	BOND DICKSON & ASSOC	00101567-01	MAY 2023	G464	0.00	2079.00
011029	4100	LEGAL FEES	8248	MARQUARDT & BELMONTE	00101520-01	12488	G464	0.00	1002.10
011029	4113	ENFORCEMENT & IN	1800	B & F CONSTRUCTION CO	00101511-01	61808	G464	0.00	14806.25
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00101512-01	61717	G464	0.00	1015.00
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00101512-02	61720	G464	0.00	250.00
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00101512-03	61758	G464	0.00	1015.00
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00101512-04	61773	G464	0.00	1674.20
011029	4125	SOFTWARE MAINTEN	15633	CENTRALSQUARE TECHNOL	00101484-01	383845	G464	0.00	9970.66
011029	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS		00116020	G464	0.00	191.49
011029	4205	WEED CUTTING	6793	W.A. MANAGEMENT INC.	00101518-01	INV-25967	G464	0.00	85.68
011029	4205	WEED CUTTING	6793	W.A. MANAGEMENT INC.	00101518-02	INV-25968	G464	0.00	85.68
011029	4205	WEED CUTTING	6793	W.A. MANAGEMENT INC.	00101518-03	INV-25978	G464	0.00	85.68
011029	4205	WEED CUTTING	6793	W.A. MANAGEMENT INC.	00101518-04	INV-25979	G464	0.00	85.68
011029	4222	FILING FEES	554	DUPAGE COUNTY RECORDE		MAY 2023	G464	0.00	627.00
TOTAL COM DEV-BUILDING & CODE								0.00	32973.42
011030	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS		00116020	G464	0.00	133.00
011030	4680	SPECIAL EVENTS	12617	ACCURATE OFFICE SUPPL		MAY 2023	G464	0.00	94.53
011030	4680	SPECIAL EVENTS	14816	PIT STOP	00101514-01	PS533717	G464	0.00	600.00
011030	4680	SPECIAL EVENTS	15649	FIFTH THIRD BANK	00101519-01	5157	G464	0.00	293.55
011030	4680	SPECIAL EVENTS	302	WESTERN DUPAGE CHAMBE	00101516-01	3RD PAYMENT	G464	0.00	5000.00
TOTAL COM DEV-MUSEUM								0.00	6121.08
TOTAL FUND								0.00	258980.88

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FUND - 04 - CAPITAL EQUIP. REPLACE

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
043439	4804	VEHICLES	5749	COMMUNICATIONS DIRECT 00101564-01	SR128022	G464	0.00	1616.00
043439	4804	VEHICLES	5749	COMMUNICATIONS DIRECT 00101564-02	SR128061	G464	0.00	195.26
TOTAL CAPITAL EQUIPMENT REPLACE							0.00	1811.26
TOTAL FUND							0.00	1811.26



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 PAYMENT TYPE: ALL

FUND - 05 - SEWER FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
05	224601	UNADJUSTED CREDI	8741	DUPAGE COUNTY TREASUR	00101481-01	624 HILLVIEWG464	0.00	182.18
TOTAL SEWER FUND							0.00	182.18
053440	4204	ELECTRIC	11805	CONSTELLATION NEWENER		201384589-84G464	0.00	660.54
053440	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01	163719 G464	0.00	405.00
TOTAL SEWER-SSA#2							0.00	1065.54
053443	4110	TRAINING & TUITI	15649	FIFTH THIRD BANK	00101489-01	5181 G464	0.00	700.00
053443	4125	SOFTWARE MAINTEN	15633	CENTRALSQUARE TECHNOL	00101484-01	383845 G464	0.00	9970.66
053443	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS		00116020 G464	0.00	227.24
053443	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		342030672-00G464	0.00	1161.88
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		30453010008 G464	0.00	62.29
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		75949900007 G464	0.00	168.60
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		95402863377 G464	0.00	59.43
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		13427902948 G464	0.00	75.84
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		03056642063 G464	0.00	62.32
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		66121929971 G464	0.00	54.59
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		59620987475 G464	0.00	178.73
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		39388900001 G464	0.00	59.57
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		75591010006 G464	0.00	60.94
053443	4204	ELECTRIC	11805	CONSTELLATION NEWENER		201384589-84G464	0.00	3675.54
053443	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01	163719 G464	0.00	800.00
053443	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01	163554 G464	0.00	240.00
053443	4225	OTHER CONTRACTUA	14755	GOVTEMPSUSA	00101478-01	4190474 G464	0.00	908.13
053443	4235	WASTEWATER TREAT	15061	WCWWA	00101573-01	52023WC G464	0.00	210137.03
053443	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00101504-01	22593 G464	0.00	44.00
053443	4402	LIFT STATION REP	14897	ADVANCED AUTOMATION &	00098108-01	23-4040 G464	0.00	4195.00
053443	4402	LIFT STATION REP	14897	ADVANCED AUTOMATION &	00098907-01	23-4041 G464	0.00	1440.00
053443	4402	LIFT STATION REP	14897	ADVANCED AUTOMATION &	00098907-02	23-4041 G464	0.00	1915.00
053443	4402	LIFT STATION REP	3491	FLOLO CORPORATION	00101493-01	103715 G464	0.00	7380.35
053443	4402	LIFT STATION REP	3491	FLOLO CORPORATION	00101493-02	CREDIT G464	0.00	-1712.28
053443	4600	COMPUTER/OFFICE	12617	ACCURATE OFFICE SUPPL		MAY 2023 G464	0.00	262.38
053443	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00101532-04	3032740932 G464	0.00	453.46
053443	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-216399 G464	0.00	133.29
053443	4613	POSTAGE	4450	RESERVE ACCOUNT	00101526-01	POSTAGE REFIG464	0.00	300.00
053443	4630	PARTS-LIFT STATI	4406	U.S.A. BLUEBOOK	00101492-01	INV00015881 G464	0.00	558.99
053443	4630	PARTS-LIFT STATI	4735	NAPA AUTO PARTS		4496-216527 G464	0.00	13.13
053443	4630	PARTS-LIFT STATI	4735	NAPA AUTO PARTS		4496-216530 G464	0.00	68.90
053443	4630	PARTS-LIFT STATI	4735	NAPA AUTO PARTS		4496-216601 G464	0.00	-68.90
053443	4630	PARTS-LIFT STATI	4735	NAPA AUTO PARTS		4496-217112 G464	0.00	10.25
053443	4630	PARTS-LIFT STATI	4735	NAPA AUTO PARTS		4496-216957 G464	0.00	-68.90
053443	4630	PARTS-LIFT STATI	4735	NAPA AUTO PARTS		4496-216739 G464	0.00	122.22
053443	4638	TRENCH BACKFILL	11433	DUPAGE TOPSOIL INC.	00101135-01	055245 G464	0.00	2340.00
053443	4639	PARTS-MAINS	4386	PRO-LINE SAFETY PRODU	00101495-01	5117767-1 G464	0.00	306.00
053443	4650	MISCELLANEOUS CO	15559	AMAZON CAPITAL SERVIC	00101529-06	1KRVQLT1PC4QG464	0.00	44.91
053443	4650	MISCELLANEOUS CO	2013	GRAINGER		9718684104 G464	0.00	151.20
053443	4650	MISCELLANEOUS CO	2013	GRAINGER		9719040777 G464	0.00	177.88

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FUND - 05 - SEWER FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
053443	4650	MISCELLANEOUS CO	244	MURPHY ACE HARDWARE 2	MAY 2023	G464	0.00	76.93
053443	4806	OTHER CAPITAL OU	12537	RTA CMMTR RAIL DIVISI	00101527-01	RIGHT OF ENTG464	0.00	1000.00
TOTAL SEWER-SANITARY COLLECTION							0.00	247746.60
TOTAL FUND							0.00	248994.32

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 PAYMENT TYPE: ALL

FUND - 06 - WATER FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
063447	4112	MEMBERSHIPS/DUES	5774	AWWA SOURCE WATER PRO	00101501-01	7002116383	G464	83.00
063447	4112	MEMBERSHIPS/DUES	5774	AWWA SOURCE WATER PRO	00101501-02	7002116384	G464	83.00
063447	4112	MEMBERSHIPS/DUES	5774	AWWA SOURCE WATER PRO	00101501-03	7002116385	G464	83.00
063447	4125	SOFTWARE MAINTEN	15633	CENTRALSQUARE TECHNOL	00101484-01	383845	G464	17171.69
063447	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS		00116020	G464	406.03
063447	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		96104010002	G464	166.32
063447	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		61021010006	G464	51.14
063447	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		14656900009	G464	58.54
063447	4204	ELECTRIC	11805	CONSTELLATION NEWENER		201384589-84	G464	25510.77
063447	4207	LAB SERVICES	11415	LAYNE CHRISTENSEN COM	00101494-01	2477598	G464	11400.00
063447	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01	163554	G464	690.00
063447	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01	163719	G464	1485.00
063447	4225	OTHER CONTRACTUA	14755	GOVTMPSUSA	00101478-01	4190474	G464	908.14
063447	4225	OTHER CONTRACTUA	8746	CHRISTOPHER B BURKE E	00101167-01	183343	G464	549.40
063447	4420	PUMP STATION REP	5320	HBK WATER METER SERVI	00101542-01	230284	G464	2250.00
063447	4600	COMPUTER/OFFICE	12617	ACCURATE OFFICE SUPPL		MAY 2023	G464	261.60
063447	4600	COMPUTER/OFFICE	15559	AMAZON CAPITAL SERVIC	00101529-03	1K4WJ1WL1TKGG	G464	70.15
063447	4604	TOOLS & EQUIPMEN	244	MURPHY ACE HARDWARE 2		MAY 2023	G464	67.47
063447	4613	POSTAGE	4450	RESERVE ACCOUNT	00101526-01	POSTAGE REFIG	G464	300.00
063447	4621	PARTS & EQUIPMEN	2810	CORE & MAIN LP	00101491-01	S882588	G464	1172.00
063447	4621	PARTS & EQUIPMEN	4386	PRO-LINE SAFETY PRODU	00101495-01	5117767-1	G464	306.00
063447	4621	PARTS & EQUIPMEN	4823	WATER PRODUCTS AURORA	00101521-01	0316269	G464	2600.90
063447	4641	WATER METERS/PAR	13109	WATER RESOURCES INC	00101490-01	36489	G464	2308.00
063447	4641	WATER METERS/PAR	13109	WATER RESOURCES INC	00101543-01	36509	G464	1248.00
063447	4650	MISCELLANEOUS CO	15544	CONSERV FS INC.	00101500-01	6423812	G464	590.00
063447	4650	MISCELLANEOUS CO	244	MURPHY ACE HARDWARE 2		MAY 2023	G464	23.40
063447	4806	OTHER CAPITAL OU	8211	SWALLOW CONSTRUCTION	00101133-01	1	G464	348889.05
TOTAL WATER-PRODUCTION/DIST							0.00	418732.60
063448	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS		00116020	G464	379.30
063448	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		92163563122	G464	187.07
063448	4204	ELECTRIC	11805	CONSTELLATION NEWENER		201384589-84	G464	12256.51
063448	4207	LAB SERVICES	1762	SUBURBAN LABORATORIES	00101498-01	214842	G464	655.66
063448	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01	163554	G464	830.00
063448	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01	163719	G464	1150.00
063448	4219	CONTRACT JANITOR	13021	CASE LOTS INC	00101533-01	18100	G464	417.60
063448	4225	OTHER CONTRACTUA	11546	ALL TYPES ELEVATORS I	00101530-01	20121954	G464	3095.00
063448	4225	OTHER CONTRACTUA	11546	ALL TYPES ELEVATORS I	00101530-02	20122358	G464	1548.00
063448	4225	OTHER CONTRACTUA	11546	ALL TYPES ELEVATORS I	00101530-03	20122656	G464	206.00
063448	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00100596-01	4156906308	G464	15.25
063448	4225	OTHER CONTRACTUA	14569	ORKIN	00100282-01	18060495	G464	70.00
063448	4225	OTHER CONTRACTUA	15612	UNIFIRST FIRST AID CO	00101528-04	G102447	G464	132.22
063448	4430	WTP OPERATIONS R	14837	SUNBELT RENTALS INC	00101540-01	135155755-00	G464	1075.25
063448	4604	TOOLS & EQUIPMEN	15559	AMAZON CAPITAL SERVIC	00101529-04	1YHP3JJP1LMPG	G464	498.51
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00100398-01	1673607	G464	6635.61
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00100398-01	1674420	G464	6603.23
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00100398-01	1672995	G464	6703.07
063448	4626	CHEMICALS	14295	MACCARB INC	00100402-01	INV132715	G464	7305.00

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FUND - 06 - WATER FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
063448	4626	CHEMICALS	1914	ALEXANDER CHEMICAL CO	00100399-01	68193 G464	0.00	10206.11
063448	4642	PARTS - WTP OPER	15559	AMAZON CAPITAL SERVIC	00101529-07	1DJ3JRKG4NPKG464	0.00	75.42
063448	4650	MISCELLANEOUS CO	244	MURPHY ACE HARDWARE 2	MAY 2023	G464	0.00	77.38
TOTAL WATER-TREATMENT PLANT OP							0.00	60122.19
TOTAL FUND							0.00	478854.79

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 PAYMENT TYPE: ALL

FUND - 08 - CAPITAL PROJECTS FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
083453	4100	LEGAL FEES	7994	BOND DICKSON & ASSOC	00101567-01 MAY 2023	G464	0.00	357.00
083453	4225	OTHER CONTRACTUA	527	TESTING SERVICE CORPO	00101198-01 IN127014	G464	0.00	2879.25
083453	4225	OTHER CONTRACTUA	527	TESTING SERVICE CORPO	00101199-01 IN127013	G464	0.00	880.00
083453	4226	TRAFFIC SIGNAL M	5000	MEADE INC	00100485-01 704618	G464	0.00	412.52
083453	4807	STREET IMPROVEME	10912	BROTHERS ASPHALT PAVI	00101137-01 35082	G464	0.00	389370.06
083453	4807	STREET IMPROVEME	8211	SWALLOW CONSTRUCTION	00101133-01 1	G464	0.00	190596.15
083453	4818	200 MAIN ST RENO	12678	MATOCHA ASSOCIATES	00100891-01 2-A	G464	0.00	7995.00
083453	4818	200 MAIN ST RENO	15712	CONSTRUCTION INC.	00100917-01 161	G464	0.00	119746.57
083453	4870	FORESTRY - REMOV	12919	STEVE PIPER & SONS IN	00100699-01 20653	G464	0.00	10401.00
083453	4870	FORESTRY - REMOV	12919	STEVE PIPER & SONS IN	00100699-01 20654	G464	0.00	1783.80
083453	4870	FORESTRY - REMOV	12919	STEVE PIPER & SONS IN	00100699-01 20649	G464	0.00	7651.15
083453	4870	FORESTRY - REMOV	12919	STEVE PIPER & SONS IN	00100699-01 20650	G464	0.00	14124.25
083453	4870	FORESTRY - REMOV	12919	STEVE PIPER & SONS IN	00100699-01 21176	G464	0.00	5354.58
083453	4871	ROW MAINTENANCE	12131	CLASSIC LANDSCAPE LTD	00101134-01 163719	G464	0.00	17615.00
083453	4871	ROW MAINTENANCE	12131	CLASSIC LANDSCAPE LTD	00101134-01 163554	G464	0.00	9515.00
083453	4872	ROW MATERIALS	10714	DUPAGE CTY DIV OF TRA	00101546-01 5224	G464	0.00	1006.23
083453	4872	ROW MATERIALS	10714	DUPAGE CTY DIV OF TRA	00101546-02 5225	G464	0.00	234.11
083453	4872	ROW MATERIALS	12384	ROADSAFE TRAFFIC SYST	00101091-01 172035	G464	0.00	450.00
083453	4872	ROW MATERIALS	12384	ROADSAFE TRAFFIC SYST	00101091-02 172035	G464	0.00	40.00
083453	4872	ROW MATERIALS	244	MURPHY ACE HARDWARE 2	MAY 2023	G464	0.00	76.46
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	00100276-01 114364	G464	0.00	459.00
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	00100276-02 114364	G464	0.00	275.40
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	00100276-02 114815	G464	0.00	183.60
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	00101550-01 114917	G464	0.00	307.60

TOTAL CAPITAL PROJECTS 0.00 781713.73

TOTAL FUND 0.00 781713.73

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FUND - 16 - MOTOR FUEL TAX FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
163458	4204	ELECTRIC	151	COMED	0187077032	G464	0.00	1299.33
TOTAL MFT-PAYROLL							0.00	1299.33
TOTAL FUND							0.00	1299.33

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FUND - 17 - ROOSEVELT/FABYAN TIF

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
173454	4100	LEGAL FEES	14376 KLEIN THORPE & JENKIN	00101574-01	MAY-JUNE 14	G464	0.00	1669.50
TOTAL							0.00	1669.50
TOTAL FUND							0.00	1669.50

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FUND - 28 - MISCELLANEOUS DEPOSITSIN

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
28	224500	MISCELLANEOUS DE	15748 IMPACT CAPITAL LLC	00101510-01	319 BARBER	G464	0.00	1500.00
TOTAL MISCELLANEOUS DEPOSITSIN							0.00	1500.00
TOTAL FUND							0.00	1500.00



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FUND - 43 - COMMUTER PARKING FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
433476	4202	TELEPHONE & ALAR	15657	FIRST COMMUNICATIONS	00116020	G464	0.00	23.39
433476	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01 163719	G464	0.00	580.00
433476	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE LTD	00101134-01 163554	G464	0.00	900.00
433476	4613	POSTAGE	4450	RESERVE ACCOUNT	00101526-01	POSTAGE REFIG464	0.00	300.00
TOTAL COMMUTER PARKING FUND							0.00	1803.39
TOTAL FUND							0.00	1803.39
TOTAL CHECK TRANSACTIONS							0.00	1560670.40
TOTAL EFT TRANSACTIONS							0.00	215956.80
TOTAL REPORT							0.00	1776627.20

# CITY OF WEST CHICAGO

## DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Zoning Text Amendments  
Sign Code

Ordinance 23-O-0016

AGENDA ITEM NUMBER: 7. A.

FILE NUMBER: \_\_\_\_\_

COMMITTEE AGENDA DATE: June 12, 2023

COUNCIL AGENDA DATE: June 19, 2023

STAFF REVIEW: Tom Dabareiner, AICP

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael  
Guttman

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

Staff has prepared a series of amendments to the text of the City's sign regulations located in Article XII of the Zoning Code. The majority of the proposed amendments deal with deleting references to the regulation of signage content. In the 2015 U.S. Supreme Court decision of *Reed v. Town of Gilbert*, the Court held that the content of a sign may not be regulated and that local sign ordinances must be "content-neutral". Regulating signs based on their content is considered a violation of First Amendment rights, according to the decision in *Reed*. The Court further explained that signs may only be regulated by their size, location, building materials, lighting, moving parts, and portability. Staff has proposed amendments that will allow the sign regulations to be consistent with the *Reed* decision. Other amendments proposed by staff include inserting language into Article XII that reflects existing regulations for signs found elsewhere in the Code as well as clarification of existing regulations.

A public hearing for the proposed Zoning Text Amendments was held on June 6, 2023. Members of the Plan Commission voted unanimously (4-0) to recommend approval of the proposed Zoning Text Amendments.

**ACTION PROPOSED:**

Review and approval of the proposed Zoning Text Amendments.

**COMMITTEE RECOMMENDATION:**

At their June 12, 2023 meeting, members of the Development Committee voted unanimously (5-0) in support of the recommended Sign Ordinance modifications.

**Attachments:**

Draft Ordinance 23-O-0016

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 23-R-0044 – Execution of a Joint Funding Agreement for State-Let Construction Work with Illinois Department of Transportation and Local Match Appropriation for Construction Costs Associated with the Conde Street Resurfacing Project

**AGENDA ITEM NUMBER:** 7.B.**COMMITTEE AGENDA DATE:** May 4, 2023**COUNCIL AGENDA DATE:** June 19, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The Conde Street Resurfacing Project (Project) between Joliet Street to IL Route 59 is targeted for the September 22, 2023, Illinois Department of Transportation (IDOT) letting with construction anticipated to begin in the summer of 2024. The Project is federally funded through the region's Surface Transportation Program (STP), administered by IDOT, with matching local funds from the City's Motor Fuel Tax (MFT) Fund. The estimated construction cost for the Project is \$629,857.00. The City received 80% federal funds or an amount not to exceed \$554,274.00 for both Construction and Construction Engineering (CE). The Project consists of pavement milling and resurfacing, partial-depth pavement patching, intermittent curb and gutter replacement, ADA curb ramp upgrades, pavement markings, street lighting improvements, and parkway restoration. Final plans, specifications, and estimates are anticipated to be submitted to IDOT on June 12, 2023.

As part of the implementation process prior to IDOT letting, the City is required to approve and execute the Joint Funding Agreement for State-Let Construction Work (BLR 05310C) with IDOT. The Agreement must also include the passage of a Resolution appropriating the City's local match associated with the Project. At this time, the local match is estimated to be \$125,972.00. The exact amount of the City's local match will be determined at the completion of the Project closeout.

The Project is scheduled for FY 2024 construction season; therefore, it is not budgeted in FY 2023. However, to meet IDOT's construction letting schedule, it is important for the City to process the agreements and submit them to IDOT in FY 2023. The staff will appropriately budget for the Project's construction local match in FY 2024 budget utilizing the Motor Fuel Tax Fund Account No. 16-34-58-4807. Unlike construction engineering, where the initial costs have to be paid for by the City, the construction costs are paid for by IDOT, and the City will be invoiced throughout the Project for its local match.

**ACTIONS PROPOSED:**

Approve Resolution No. 23-R-0044 authorizing the Mayor to execute the Joint Funding Agreement for State-Let Construction Work (BLR 05310C) and appropriating the local match in the amount of \$125,972.00 for construction costs associated with the Conde Street Resurfacing Project.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 7-0 for approval.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY


**ITEM TITLE:**

Resolution No. 23-R-0045 – ESI Consultants, LLC – Phase III Construction Engineering Services for Conde Street Resurfacing Project in the Amount not to Exceed \$76,700.00.

**AGENDA ITEM NUMBER:** 7.C.

**COMMITTEE AGENDA DATE:** May 4, 2023  
**COUNCIL AGENDA DATE:** June 19, 2023

**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works

**SIGNATURE** 

**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

The Conde Street Resurfacing Project (Project) between Joliet Street to IL Route 59 is targeted for the September 22, 2023, Illinois Department of Transportation (IDOT) letting with construction anticipated to begin in the summer of 2024. The Project is federally funded through the region's Surface Transportation Program (STP), administered by IDOT, with matching local funds from the City's Motor Fuel Tax (MFT) Fund. The estimated construction cost for the Project is \$629,857.00. The City received 80% federal funds, or an amount not to exceed \$554,274.00, for both Construction and Construction Engineering (CE). The CE funding is not to exceed \$50,389.00.

To use federal funds, CE is required to ensure that the Project is completed and documented in accordance with IDOT-approved plans, specifications, and policies. Furthermore, CE services are required and selected through a process known as Qualifications Based Selection (QBS). This process is mandatory for all projects in which federal funds are used for CE with a value of \$40,000.00 or greater. A Most Qualified Firm (MQF) is selected based on the QBS evaluation process. On February 28, 2023, a public notice was advertised seeking a Statement of Interest (SOI) from qualified engineering firms for CE services. After a three-week advertising period, five SOIs were evaluated on March 31, 2023. Two personnel from the City staff and a Director of Public Works from another municipality evaluated the SOIs. The following are the results of the evaluation:

<u>Engineering Firms</u>	<u>Average Weighted Total</u>	<u>Overall Rank</u>
ESI Consultants, LLC	90.42	1
Thomas Engineering Group	86.50	2
HR Green, Inc.	85.50	3
BLA, Inc.	84.67	4
V3 Companies, Ltd.	83.08	5

Based on the QBS process, ESI Consultants, LLC (ESI) is determined to be the MQF for this Project. Staff solicited a cost proposal from ESI following the QBS process. ESI's scope of work will include Project start-up, construction observation and administration, construction layout, project coordination with the City, contractor, businesses as well as other stakeholders, and closeout. Material testing is also included in the proposed agreement, which will be completed by ESI's sub-consultant Interra, Inc.

The Project is scheduled for FY 2024 construction season; therefore, it is not budgeted in FY 2023. To meet IDOT's letting schedule, it is important for the City to process the agreements in FY 2023. The staff will appropriately budget for Project's CE in FY 2024 under the Motor Fuel Tax Fund Account No. 16-34-58-4807.

ESI's original proposed scope and service fees were \$81,386.00. After successful negotiations, ESI was able to reduce its proposed fees by \$4,686.00, or 5.8%, to a proposed agreement amount not to exceed \$76,700.00.

## CITY OF WEST CHICAGO

Typically, construction engineering service fees on federally funded projects range from 10% to 15% of the construction cost. ESI's proposed CE agreement amount is 12.2% of the estimated Project construction cost of \$629,857.00. CE costs will need to be initially funded by the City. The City will need to seek up to 80% reimbursement, not to exceed \$50,389.00, through IDOT at the completion of the Project.

### **ACTIONS PROPOSED:**

Approve Resolution No. 23-R-0045 authorizing the Mayor to execute a Local Public Agency Engineering Services Agreement (BLR 05530) with ESI Consultants, LLC of Naperville, IL, for Phase III Construction Engineering services related to the Conde Street Resurfacing Project in the amount not to exceed \$76,700.00.

### **COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 7-0 for approval.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 23-R-0051 – Contract Award – Corrective Asphalt Materials, LLC for the 2023 Pavement Preventative Maintenance Program in an Amount Not to Exceed \$49,914.00

**AGENDA ITEM NUMBER:** 7.D.

**COMMITTEE AGENDA DATE:** Jun 1, 2023  
**COUNCIL AGENDA DATE:** June 19, 2023

**STAFF REVIEW:** Mehul T. Patel, P.E., CFM, Director of Public Works

**SIGNATURE** 

**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

Preventative maintenance is an essential part to prolonging the life of a roadway which delays the need for costlier repairs in the future. The preventative maintenance process involves the use of an asphalt rejuvenator application on roads that have been recently paved (within 2-3 years). This treatment is only applicable to hot-mix asphalt pavement. The application of such preventative treatment helps to delay breakdown of the asphalt pavement. Typically, the breakdown leads to costlier repairs such as resurfacing or reconstruction.

Staff is proposing to use a familiar product called Reclamite for the preventative maintenance process. Reclamite is an emulsion made up of specific petroleum oils and resins. It is formulated to suspend life cycle of asphalt pavement by restoring and preserving the asphalt's binder. When Reclamite combines with asphalt pavement it is able to restore the pavement's original properties, hence extending the life of the pavement. By extending the life cycle of the asphalt pavement, we are ultimately delaying all other treatments and most importantly keeping a "good road good." This program will include Reclamite application on Prince Crossing Rd (Geneva Rd to IL-64); Commerce Ct and Ingaltan Ave (IL-59 to Hahndorf St).

Reclamite is sold through regional distributor and thus is considered a sole source item. Corrective Asphalt Materials (CAM) LLC is the local distributor of the material. CAM has provided a quote based on the pavement area to the Municipal Partner Initiative group in the Northwest Municipal Conference. CAM has extended the same price to the City of West Chicago. City has been part of the MPI group in DuPage County on other projects. A request for a quote produced the following result:

Company	BID TOTAL
Corrective Asphalt Materials (CAM) LLC. Sugar Grove, IL	\$ 49,914.00 (\$0.94/SY)

In Fiscal Year 2023, staff has budgeted \$50,000.00 (08-34-53-4842) in the Capital Projects Fund for this program. Staff recommends approval of the contract award to Corrective Asphalt Materials, LLC.

**ACTIONS PROPOSED:**

Approve Resolution No. 23-R-0051 authorizing the Mayor to execute a Contract with Corrective Asphalt Materials, LLC of Sugar Grove, Illinois for the 2023 Pavement Preventative Maintenance Program in an Amount Not to Exceed \$49,914.00

## CITY OF WEST CHICAGO

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 6-0 for approval.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 23-R-0052 – Contract Award – Boller Construction Company, Inc. for the Headworks Gate Improvement Project at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in the amount not to exceed \$529,300.00

**AGENDA ITEM NUMBER:** 7.E.**COMMITTEE AGENDA DATE:** June 1, 2023**COUNCIL AGENDA DATE:** June 19, 2023**STAFF REVIEW:** Mehul Patel, P.E., CFM, Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The City of West Chicago and the Village of Winfield jointly comprise the West Chicago/Winfield Wastewater Authority (WCWWA), which owns the Wastewater Treatment Plant (WWTP), which discharges to the West Branch of the DuPage River under NPDES Permit No. IL0023469. The WWTP receives and processes over five million (5,000,000) gallons of raw sewage daily from both municipalities. The flow enters the WWTP at two locations. The flow from the City of West Chicago enters the WWTP through a 36-inch gravity interceptor at the headworks while the flow from the Village of Winfield enters the WWTP through a 20-inch forcemain into the grit chamber,

The two influent gates that control the gravity flow into the headworks lift station and the bypass flow to the excess flow clarifiers are currently inoperable. In September 2021, the WCWWA hired Clark Dietz, Inc. an engineering firm, to provide design services for the replacement of the two influent gates. The Headworks Gate Improvement Project (Project) was initially let in January 2022; however, the bids were significantly higher due to the cost associated with bypass pumping. The staff recommended rejecting all bids and rebidding the Project in FY 2023.

The FY 2023 scope of work included a project Base Bid for the headworks gate improvements, including the removal of existing gates and grating, furnishing and installation of a new stainless steel slide gate and electric actuator, new stainless steel weir gate, new hatches and grating, spraying protective lining for the concrete headworks structure, and miscellaneous concrete repairs and electrical work. The project also included an Alternate Bid to spray protective and structural coating to each of the four primary clarifiers. Furthermore, onsite staff will handle the bypass pumping required for this project.

The Project was advertised for bids in the Daily Herald as well as on QuestCDN, an online bidding platform, on March 14, 2023. In addition, an onsite pre-bid meeting was held on March 20, 2023. Bid opening was scheduled for March 28, 2023, and the City did not receive any bids for the project.

Staff has now unsuccessfully bid this project twice. There are items in the scope of work, such as the gate at the headworks chamber, which is in dire need of replacement. The primary clarifier tanks are also showing signs of flaking and are in need of a protective coat to prevent further damage to the concrete walls. The low bidder in 2022 was Boller Construction and it was the only contractor that seemed interested in 2023 but decided not to bid due to its spray contractor being a non-union firm from out of State. Since the bid opening on March 28, 2023, when no bids were received, Boller has been working with the engineering consultant and staff to identify ways to reduce cost on the project by suggesting



## CITY OF WEST CHICAGO

alternate coating products after conducting site visits. At this point, staff had two options that were discussed with the Village of Winfield.

1. Re-bid the project essentially with the same scope of work and hope to receive a bid third time within our budget. After two rounds to bidding, staff was unsure if Boller Construction will be interested in going through the bidding process the third time around. In the process, WCWWA may also potentially jeopardize relationship with the only contractor that seemed interested in the project and has been a helping hand.
2. To waive the competitive bidding process and work directly with Boller Construction to obtain a price for the scope of improvements. Save the extra engineering costs for re-bidding and get the project fully or partially completed in 2023.

After some discussion with the Village of Winfield, Option #2 above was determined to be the best way to move the project forward. Staff also briefly discussed this project update at the May 4, 2023 Infrastructure Committee meeting. The total construction budget for the project is \$560,000.00. Staff obtained the attached proposal from Boller Construction for the scope of improvements on May 22, 2023. The scope of improvements include all of the work at the headworks chamber plus the protective coating application on two of the four primary tanks

Based on the proposal, staff recommends waiving competitive bidding and award the contract to Boller Construction for aforementioned scope of improvements in the amount not to exceed \$529,300.00.

### **ACTIONS PROPOSED:**

Approve Resolution No. 23-R-0052 authorizing the Mayor to execute a construction contract with Boller Construction Company, Inc. of Waukegan, Illinois, for the Headworks Gate Improvement Project at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in an amount not to exceed \$529,300.00.

### **COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 6-0 for approval.

**CITY OF WEST CHICAGO  
MEMORANDUM**

**TO:** Michael L. Guttman, City Administrator  
**FROM:** Tia J. Messino, Assistant City Administrator  
**SUBJ:** Ordinance Adopting the City's Policy Prohibiting Sexual Harassment  
**DATE:** June 13, 2023

On May 15<sup>th</sup>, the City Council approved an updated Personnel Manual that reflects new laws, best practices, and changes in our organization. As part of this update, staff and a lawyer from the Laner Muchin law firm revised the Policy Prohibiting Sexual Harassment.

In order to maintain a consistent voice, staff has prepared the attached ordinance and exhibit which reflect the changes approved in the Personnel Manual. If passed, the attached Policy Prohibiting Sexual Harassment will supersede all prior existing sexual harassment policies of the City of West Chicago.

In addition to general cleanup, the substantive changes include the following:

- Expands the complaint reporting procedures.
- Outlines what to expect in the investigation process.
- Addresses harassment allegations by or against nonemployees.
- Addresses harassment allegations by and/or against elected or appointed officials.
- Establishes an expectation of all parties to fully cooperate with an investigation in a timely manner.

Staff recommends adoption of Ordinance No. 23-O-0017 Adopting a Revised Policy Prohibiting Sexual Harassment to bring our ordinance in line with the Personnel Manual.

This item did not go to the Finance Committee because the Finance Committee had already reviewed and recommended approval of the Personnel Manual which contains the City's Policy.

ORDINANCE NO. 23-O-0017

AN ORDINANCE ADOPTING A REVISED POLICY PROHIBITING SEXUAL HARASSMENT FOR THE CITY OF WEST CHICAGO

WHEREAS, on November 16, 2017, the Illinois General Assembly enacted Public Act 100-0554, requiring each governmental unit shall adopt an ordinance or resolution establishing a policy to prohibit sexual harassment;

WHEREAS, the City of West Chicago approved a revised Personnel Manual on May 15, 2023 with an updated Sexual Harassment Policy;

WHEREAS, in the interest of consistency across polices, all prior existing sexual harassment policies of the City of West Chicago shall be superseded by the Policy Prohibiting Sexual Harassment adopted by this Ordinance; and

WHEREAS, should any section or provision of this Ordinance or the adopted Policy Prohibiting Sexual Harassment be declared to be invalid, that decision shall not affect the validity of this Ordinance or the adopted Policy Prohibiting Sexual Harassment as a whole or any part thereof, other than the part so declared to be invalid.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, in regular session assembled, as follows:

SECTION 1. The Policy Prohibiting Sexual Harassment, included as Exhibit A to this Ordinance, is hereby adopted.

SECTION 2. This Ordinance shall be in full force and effect on June 19, 2023.

PASSED THIS 19th day of June 2023.

Alderman D. Beebe	_____	Alderman L. Chassee	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman C. Dettmann	_____
Alderman M. Birch Ferguson	_____	Alderman S. Dimas	_____
Alderman J. Smith, Jr.	_____	Alderman C. Swiatek	_____
Alderman R. Stout	_____	Alderman J. Short	_____
Alderman J. Morano	_____	Ward 7 Alderman	<u>Vacant</u>

APPROVED as to form: \_\_\_\_\_  
City Attorney

APPROVED this 19th day of June 2023.

\_\_\_\_\_  
Mayor, Ruben Pineda

ATTEST:

\_\_\_\_\_  
Executive Office Manager, Valeria Perez

PUBLISHED: \_\_\_\_\_

**EXHIBIT A**  
**CITY OF WEST CHICAGO**  
**POLICY PROHIBITING SEXUAL HARASSMENT**

**(1) The City Strictly Prohibits Sexual Harassment**

All employees and others who perform services for the City have a right to work in an environment free from Sexual Harassment. Sexual Harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. Therefore, it is the policy of the City of West Chicago to strictly prohibit harassment of any person by any City official, agent, City employee or agent of the City on the basis of sex or gender. All City officials, agents, employees and others who perform services for the City are also covered by this Policy as set forth below. Please be aware that all prior existing City policies, practices, procedures, handbooks or other communications related to these issues are superseded by this Policy.

**(2) Definition of Sexual Harassment**

For purposes of this Policy, the phrase "Sexual Harassment" refers to any unwelcome sexual advances or requests for sexual favors or any conduct or communication of a sexual nature when:

- (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or of continued employment,
- (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or decisions affecting the evaluation of such individual's work performance, or
- (c) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Some examples of conduct which may constitute Sexual Harassment in violation of this Policy include (not an all-inclusive list):

- (a) Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- (b) Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- (c) Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.

- (d) Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- (e) Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (i.e., e-mail, text/picture/video messages, voice messages, intranet/on-line postings, blogs, instant messages and social network websites).

The most severe and overt forms of Sexual Harassment are easier to determine. On the other end of the spectrum, some forms of Sexual Harassment are more subtle and depend, to some extent, on individual perception and interpretation.

### **(3) Complaint Reporting Procedure**

The City strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. This Policy applies to all full-time, part-time, temporary, and seasonal employees as well as other non-employees who perform services for the City including contractors and volunteers. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment, discrimination, or retaliation. While the City has not established a fixed deadline for reporting possible policy violations, it strongly urges the prompt reporting of complaints or concerns, so the City can take prompt remedial action if warranted.

The availability of this complaint reporting procedure does not preclude individuals who believe they are being subjected to harassing, discriminatory or retaliatory conduct from promptly advising the offender that the offender's behavior is unwelcome and requesting it be discontinued. However, nothing in this Policy will require individuals who believe they are being subjected to harassing, discriminatory or retaliatory behavior to inform the offender if they are not comfortable doing so.

If an employee witnesses or experiences harassment, discrimination or retaliation of any kind involving another person, the employee should deal with the incident(s) as directly and firmly as possible by clearly communicating their position to their Department Head, a representative from the Human Resources Office, and/or the Assistant City Administrator. The employee should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident) when practical. Written records such as letters, notes, memos, texts, social media postings, tweets, emails and telephone messages can strengthen documentation. Any employee, even when the discrimination, harassment or retaliation is not directed at them, can and should make a complaint without fear of retaliation for doing so. The following is the procedure for addressing these issues:

- (a) Direct Communication with Offender: If there is harassing, discriminatory or retaliatory behavior in the workplace, and if the employee feels comfortable doing so, they should directly and clearly express the objection to the offending person(s) regardless of whether the behavior is directed at the employee witnessing the behavior. If the employee is the harassed individual, and if the employee feels

comfortable doing so, they should also clearly state the conduct is unwelcome and the offending behavior must stop. However, an employee is not required to confront the person directly who is the source of the report, question, or complaint before notifying any of those individuals listed below. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.

- (b) Report to Supervisory and Administrative Personnel: At the same time direct communication is undertaken, or in the event the employee witnessing or experiencing the behavior feels threatened or intimidated by the offending person, the employee should promptly report the offending behavior to their immediate supervisor or Department Head. If the employee feels uncomfortable doing so, or if the immediate supervisor and/or Department Head is the source of the problem, condones the problem or ignores the problem, please report the conduct directly to a representative of the Human Resources Office. If the City Administrator is the source of the problem or concern, or if they condone the problem or ignore the problem, the individual should immediately report the incident or incidents in writing directly to the Mayor or outside counsel to the City.
- (c) Report to the City Administrator: An individual may also report incidents of harassment, discrimination, or retaliation directly to the City Administrator for handling. The City Administrator may designate an outside investigator to investigate complaints where deemed appropriate based on the circumstances involved.
- (d) Complaint Against an Elected Official: If someone makes a complaint about alleged discrimination, harassment, or retaliation by an elected official of the City, they should report it to the City Administrator who will normally refer the matter to outside counsel or an independent investigator to review the facts and evidence involved. Business decisions about how to remedy the outcome of a complaint investigation will be made by appropriate individuals with a need to have access to the information involved. These issues are addressed on a case-by-case basis with consideration of all of the facts and circumstances revealed during the investigation.

Nothing in this Policy precludes a report of discrimination, harassment, or retaliation to the Illinois Department of Human Rights (IDHR), which is the state agency responsible for enforcing the Illinois Human Rights Act.

While the City hopes to be able to resolve any complaints of discrimination, harassment or retaliation within the City, it acknowledges each employee's right to contact the IDHR at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois, 60601, about filing a formal complaint. The IDHR also has a reporting hotline that includes a method for the intake of anonymous phone calls regarding allegations of Sexual Harassment: 877.236.7703. If the IDHR determines there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (IHRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, an employee may file a complaint directly with the IHRC between the 365th and the 395th day.

**(4) The Investigation**

The City will investigate any reported allegations of a possible policy violation promptly. The City will make reasonable and appropriate efforts to conduct an investigation in a responsible and confidential manner. However, it is not possible or practical to guarantee absolute confidentiality, as the City must be able to investigate fully and take prompt remedial action when necessary. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other knowledge relevant to the allegations. In some cases, depending on the nature of the allegations involved, the City may retain an outside investigator to conduct the investigation of the complaint allegations. Employees who have information relevant to an investigation of a possible policy violation are expected and required to cooperate in any investigation; violations or refusal to cooperate may result in disciplinary action, up to and including dismissal from employment when deemed appropriate based on the totality of the circumstances involved.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the City. As part of a comprehensive investigation that is conducted with regard to Sexual Harassment allegations or other reported violations of this Policy, the City may need to interview the individual(s) who report Sexual Harassment or seek their cooperation as part of the investigation.

After investigation, the City will determine whether the investigation substantiates a complaint of harassment, discrimination or retaliation after reviewing the facts and circumstances of each situation. The City will deal with misconduct constituting a violation of this Policy (such as engaging in harassment, discrimination or retaliation) appropriately. Appropriate remedial action for a substantiated complaint may include, by way of example only: training, referral to counseling and/or disciplinary action (such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or dismissal from employment), as the City believes appropriate under the circumstances.

**(5) Harassment Allegations Against Nonemployees/Third Parties**

If an employee makes a complaint alleging harassment, discrimination or retaliation against an agent, vendor, supplier, contractor, volunteer, or person using City programs or facilities, the City Administrator (or designee) will promptly investigate the incident(s) and determine the appropriate remedial action, if any. The City will take reasonable efforts to protect the reporting/impacted employee(s) from further contact with such persons when warranted or will take other reasonable steps to remediate the situation, including (but not limited to) evaluating interim steps warranted while the City investigates the allegations.

**(6) Prohibition on Retaliation for Reporting Policy Violations**

No employee, manager, elected or appointed official, agent, or other member of management shall take any retaliatory action against any City employee due to a City employee's:

- (a) Disclosure or threatened disclosure of any violation of this Policy,

- (b) Provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this Policy, or
- (c) Assistance or participation in a proceeding to enforce the provisions of this Policy.

For the purposes of this Policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, change in the terms or conditions of employment or adverse change that affects the work performance and/or creates an intimidating, hostile or offensive working environment of any City employee or others who perform services for the City. Further, no individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, all witness to the events and individuals who are interviewed as part of the investigation process will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from any retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

- (a) Discloses or threatens to disclose to a supervisor/member of management or to a public body any activity, policy, or practice of any City official, employee, manager or agent of the City that the individual reasonably believes is in violation of a law, rule, or regulation.
- (b) Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any City officer, elected or appointed officials. and/or
- (c) Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be Sexual Harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.



**(7) The Workplace Extends Beyond our Business Offices**

Conduct prohibited by this Policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings, business-related social events, and any other location where the City has assigned or authorized the individual to perform their job duties.

**(8) Harassment Allegations by Elected or Appointed Officials Against Other Officials**

Elected and appointed officials can also report alleged Sexual Harassment by an official or any City employee or member of management pursuant to the terms of this Policy. If a complaint is made against an elected or appointed official of the City by another elected official pursuant to this Policy, the City will normally refer the matter to the City's legal counsel or an outside investigator to help ensure the investigation is objective. If warranted based on the outcome of the investigation, the City will take reasonable remedial measures to address the complaint.

**(9) Harassment of Nonemployees who Perform Services for the City**

The City strictly forbids harassment of nonemployees by employees and will discipline employees, up to and including dismissal for engaging in harassment. If a nonemployee has a complaint of harassment, they should notify a representative of the City's Human Resources Office. If the complaint implicates a representative in the Human Resources Office, nonemployees can report the allegation to the City Administrator. If the allegation implicates both a representative in the Human Resources Office and the City Administrator, the nonemployee can make the report to the Mayor, who shall communicate such to the City's outside counsel. A representative in the Human Resources Office, City Administrator (or designee) or Mayor's designated outside counsel, as appropriate, will thoroughly investigate the allegations of the complaint and, if warranted, take reasonable remedial measures. For the purposes of this section, "nonemployee" means a person who is not otherwise an employee of the City and is directly performing services for the employer pursuant to a contract with the employer; it includes independent contractors and consultants.

**(10) Consequences of a Violation of the Prohibition on Sexual Harassment**

In addition to any and all other discipline that may be appropriate as set forth above, any person who violates this Policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the City and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the City shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

**(11) Consequences for Knowingly Making a False Report**

A false report is a report of Sexual Harassment made by an accuser using the Sexual Harassment report to accomplish some end other than stopping Sexual Harassment or retaliation for reporting Sexual Harassment. A false report is not a report that is made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can result in disciplinary action for the accuser who makes the false

report. Any person who intentionally makes a false report alleging a violation of any provision of this Policy shall be subject to discipline or discharge pursuant to applicable City policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

## **(12) Conclusion**

In summary, employees have a right to: be free from unlawful discrimination, harassment or retaliation in the workplace; file a charge of discrimination, harassment or retaliation under this Policy.

**RESOLUTION NO. 23-R-0053**

**RESOLUTION AUTHORIZING MAYOR TO EXECUTE A CERTAIN GRANT AGREEMENT WITH THE STATE OF ILLINOIS – WEST WASHINGTON STREET REMEDIATION PROJECT**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a certain Grant Agreement between the City of West Chicago and the State of Illinois for the West Washington Street Remediation Project, in substantially the form attached hereto and incorporated herein as Exhibit “A”.

APPROVED this 19<sup>th</sup> day of June 2023

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
Executive Office Manager, Valeria Perez

GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of West Chicago

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 607 E Adams St, Springfield, IL 62701, and City of West Chicago (Grantee), with its principal office at 475 MAIN ST, West Chicago, IL 60185-2840, and payment address (if different than principal office) at N/A, hereby enter into this Grant Agreement (Agreement). 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 ("State") 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 113554448 is Grantee's correct DUNS Number; LQLNCLHFMNJ4 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 366006144 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- Individual
Sole Proprietorship
Partnership
Corporation (includes Not For Profit)
Medical Corporation
X Governmental Unit
Estate or Trust
Pharmacy-Non Corporate
Pharmacy/Funeral Home/Cemetery Corp.
Tax Exempt
Limited Liability Company (select applicable tax classification)
P = partnership
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 **\$600,000.00** 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 Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758 and the CSFA Name is Site Improvements. The State Award Identification Number is 1758-39649.

1.4. Term. This Agreement shall be effective on **04/01/2023** and shall expire on **03/31/2025** (the "Term"), 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**

**CITY OF WEST CHICAGO**

By: \_\_\_\_\_  
Signature of Kristin A. Richards, Director

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: 6/19/2023

By: \_\_\_\_\_  
Signature of Designee

Printed Name: Ruben Pineda

Printed Title: Mayor

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email: rpineda@westchicago.org

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

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

(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 organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, 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 \$30,000. 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 ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has 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 changes, 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 meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“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 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor’s Office of Management and Budget.

“Grant” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“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 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“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 7000.30.



"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

"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), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

#### 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. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. 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.

4.4. 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. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. 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.

4.6. 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.

4.7. 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 200.305(b)(8).

4.8. 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.

4.9. 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 State Award (44 Ill. Admin. Code 7000.360) 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. 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. 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 Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), 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(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State 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 2 CFR 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.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 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. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. 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.

7.7. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. 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. 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 7.7).

(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. 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.

7.9. **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).

7.10. **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 contrwith 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) **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).

(e) **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.*).

(f) **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).

(g) **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.

(h) **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.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders 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.*).

(j) **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 (30 ILCS 708/25(6)(G)).

(k) **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.

(l) **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.

(m) **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.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner 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.

(o) **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).

(p) **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.

(q) **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.

(r) **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).

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

(t) **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. 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. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply 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 - 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 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-grantees are also subject to certification and disclosure. Pursuant to Appendix II(l) 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 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. 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 200.337 and 44 Ill. Admin. Code 7000.430(f), 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 200.337, 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

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warranted by program needs. 2 CFR 200.329; 200.332. 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 200.208. 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 200.208(b)(3) and 200.328. 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 due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days 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 200.344; 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 200.345.

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. 44 Ill. Admin. Code 7000.80.

### 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 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 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 200.329. 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, which must be

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no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: 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; and demonstration of cost effective practices (e.g., through unit cost data); 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**. 2 CFR 200.301; 200.211.

#### 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. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(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) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the audit.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) 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

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issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, 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.

(c) 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 State Grants, 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 State Grants, but expends \$300,000 or more in State Grants, 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 State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(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. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and 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.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), 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.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE 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 200.340(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) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; 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 the U.S. Constitution, 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 200.208. 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 200.339. 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 and 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 200.342; 44 Ill. Admin. Code 7000.80 and 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 200.343.

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 200.340(d).

**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. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

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 200.345; 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, senior management (for non-governmental grantees only) or address. 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 AND RECONSTITUTION OF BOARD MEMBERSHIP

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 or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), 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 board membership or governance structure, as applicable. 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 200.113 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. 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. See definition of "Local government," 2 CFR 200.1.

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. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

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.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

#### 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 Grant 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 AND INDEMNIFICATION

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. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. 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  
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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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**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 City of West Chicago in DuPage County.

Grant funds will be utilized for all prior-incurred costs associated with the design, oversight, and redevelopment of Grantee-owned property in the vicinity of 119 West Washington Street, collectively known as the West Washington Street Development Area, in the City of West Chicago. The approximately 40 acres site will be redeveloped for the purposes of municipal, administrative, commercial, and recreational use. An EPA guideline study conducted by Patrick Engineering reported contaminants of heavy metals, semi-volatile organic compounds, volatile organic compounds, polychlorinated biphenyls, and various radionuclides largely caused by various industrial and commercial facilities and scrap yard previously operating on the project site.

The project site is currently divided into six areas (A through F.) Grant funding will be used to complete necessary remediation in Area A (former gas station), Area C (Central portion of the project area), and Area E (Western portion of the property area.) Area A currently has underground storage tanks in place. Grant funds will be used to coordinate and permit the proper removal of the underground storage tanks as well as the demolition of the former gas station, its buildings, and other structures while removing the potentially contaminated soil associated with the underground storage tanks. Funding will also be used to complete the Illinois EPA required sampling and reporting of Area A. Remediation work in Areas C and E will consist of a focused investigation of previously detected, contaminated soil and other contamination; coordination, permitting, and excavation of soil and other materials that need disposed of; demolition of a former salt storage facility; confirmation sampling to ensure all contaminated soil has been removed; and backfill of the excavations

Specifically, Grant funds will include a portion of the costs associated with the project as follows:

- **Design/Engineering** – to include costs associated with the design and planning of underground storage tank removal; design, permitting, and planning for soil remediation; environmental testing and reporting for underground storage tank removal; SRO environmental testing; post remediation environmental testing; and IEPA reporting.
- **Equipment/Material/Labor** – to include costs associated with the purchase and installation of excavation backfill materials.

- **Construction Management/Oversight** – to include costs associated with managing the construction activities and/or overseeing all aspects of the construction project.
- **Excavation/Site Prep/Demo** – to include costs associated with the remediation and demolition of the former gas station property; removal of underground storage tanks; removal and disposal of contaminated soil; excavation backfill and installation of clean fill.
- **Contingency** –coverage of potential cost overruns in any of the other utilized grant budget line-item categories.

The completion of this project will benefit the public by providing opportunities for safe, EPA compliant redevelopment in the Central Business District in the City of West Chicago. The City of West Chicago has acquired approximately forty (40) acres for redevelopment purposes within a TIF district, public space, and a new City Hall. One of the parcels includes a vacant gas station while several others include a former junkyard on which contamination must be remediated to meet EPA guidelines for the health and safety of the public.

**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 \$600,000.00 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.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.



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 the change of address. In the event that Grantor's contact information changes, Grantor shall notify the Grantee of the change.

**GRANTOR CONTACT**

Name: Kathleen McCarthy  
Title: Grant Manager  
Address: 607 E Adams St  
Springfield, IL 62701  
Phone: 217-785-9997  
TTY#: (800) 785-6055  
Fax#: N/A  
Email Address: katie.mccarthy@illinois.gov

**GRANTEE CONTACT**

Name: Ruben Pineda  
Title: Mayor  
Address: 475 MAIN ST  
West Chicago, IL 60185-2840  
Phone: 630-293-2200  
TTY#: N/A  
Fax#:   
Email Address: *rpineda@westchicago.org*  
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](mailto:externalauditunit@illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

Name: Boaz Harriott  
Email: Boaz.V.Harriott@illinois.gov  
Phone: 217-782-9972  
Fax#: N/A

Address: 607 E Adams 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.

Specific Conditions:

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.302:

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

Programmatic Risk Assessment (PRAQ)

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 MONITORING 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. 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 4.3 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 4.3 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 30.1 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 6.2 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 contrwith 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

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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; and

(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.

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

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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 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 200.339 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 4.8, 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 4.8.

#### 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 Award. 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, Agreement number, Amendment 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 Term of the Agreement. Extensions of the 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 Award Term 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 the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

**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.

36.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Exhibit C of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

36.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326 (a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

**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

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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

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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.

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**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.

**July 2023**

- Quarterly Periodic Financial Report (07/31/2023) - Covering Period of 04/01/2023 - 06/30/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/31/2023) - Covering Period of 04/01/2023 - 06/30/2023; Send To: Grant Manager

**October 2023**

- Quarterly Periodic Financial Report (10/30/2023) - Covering Period of 07/01/2023 - 09/30/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2023) - Covering Period of 07/01/2023 - 09/30/2023; Send To: Grant Manager

**January 2024**

- Quarterly Periodic Financial Report (01/30/2024) - Covering Period of 10/01/2023 - 12/31/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2024) - Covering Period of 10/01/2023 - 12/31/2023; Send To: Grant Manager

**April 2024**

- Quarterly Periodic Financial Report (04/30/2024) - Covering Period of 01/01/2024 - 03/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2024) - Covering Period of 01/01/2024 - 03/31/2024; Send To: Grant Manager

**July 2024**

- Quarterly Periodic Financial Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager

- Quarterly Periodic Performance Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager

**October 2024**

- Quarterly Periodic Financial Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Send To: Grant Manager

**January 2025**

- Quarterly Periodic Financial Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager

**April 2025**

- Quarterly Periodic Financial Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager

**May 2025**

- End of grant Closeout Financial Report (05/15/2025) - Covering Period of 04/01/2023 - 03/31/2025; Send To: Grant Manager
- End of grant Closeout Performance Report (05/15/2025) - Covering Period of 04/01/2023 - 03/31/2025; 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
<u>X</u>	Illinois State Historic Preservation Office	_____	<u>x</u>
_____	Illinois Dept. of Agriculture	_____	_____
<u>x</u>	Illinois Dept. of Natural Resources	_____	<u>x</u>
_____	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.

41.6. Compliance with Business Enterprise Program. If applicable to this Grant, 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.

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UNIFORM GRANT BUDGET TEMPLATE

Agency:  State FY:

Grantee:  DUNS Number:

NOFO Number:  CSFA Number:  Grant Number:

CSFA Description:

**Section A: State of Illinois Funds**

Revenues

State of Illinois Grant Amount Requested \$600,000.00

**Budget Expenditure Categories**

	<u>Summary</u>	<u>Detail</u>
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	\$600,000.00	\$90,000.00
1205 DESIGN/ENGINEERING		\$105,000.00
1217 EQUIPMENT/MATERIAL/LABOR		\$65,000.00
1221 CONSTRUCTION MGMT & OVERSIGHT		\$305,000.00
1225 EXCAVATION/SITE PREP/DEMO		\$35,000.00
1235 CONTINGENCY		
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)	\$600,000.00	\$600,000.00
17. Total Indirect Costs (200.414)		
Rate: <input type="text"/> %		
Base: <input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$600,000.00	\$600,000.00

Grantee:

NOFO Number:

Grant Number:

**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 organization 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 Negotiated 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, Appendix 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 CFR 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.
- 5)  No reimbursement of Indirect Cost is being requested. Rate:  %

**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: City of West Chicago

NOFO Number: 0

Grant Number: 20-203223

**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:	<u>City of West Chicago</u>	Institution/Organization:	<u>City of West Chicago</u>
Signature:	<u></u>	Signature:	<u></u>
Printed Name:	<u>Ruben Pineda</u>	Printed Name:	<u>Nikki Giles</u>
Title:	<u>Mayor</u>	Title:	<u>Finance Director</u>
Phone:	<u>(630) 293-2200</u>	Phone:	<u>(630) 293-2211</u>
Date:	<u>19-Jun-23</u>	Date:	<u>19-Jun-23</u>

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.

# CITY OF WEST CHICAGO

## CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Plat of Easement for Watermain, 805 Discovery Dr.,  
Discovery Drive Investors, LLC

*Res. 23-R-0054*

**AGENDA ITEM NUMBER:** 7.4.

**FILE NUMBER:** \_\_\_\_\_

**COMMITTEE AGENDA DATE:** N/A

**COUNCIL AGENDA DATE:** June 19, 2023

**STAFF REVIEW:** Tom Dabareiner

**SIGNATURE** 

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman **SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

In 2018, Suncast Corporation constructed a new office/warehouse facility at 805 Discovery Dr. New on-site 6-inch and 10-inch diameter watermain and appurtances were installed as part of the new development. The proposed easement will allow the City access to the watermain for operation and maintenance.

**ACTIONS PROPOSED:**

Consideration of the requested plat of easement for watermain utilities on the property located at 805 Discovery Dr.

**COMMITTEE ACTION:**

This item did not go before a Committee for consideration.

**RESOLUTION NO. 23-R-0054**

**A RESOLUTION APPROVING A PLAT OF EASEMENT FOR WATERMAIN WITH DISCOVERY DRIVE INVESTORS, LLC – 805 DISCOVERY DR.**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled as follows:

Section 1. That the Plat of Easement, as prepared by Spaceco Inc., consisting of one (1) sheet, attached hereto and incorporated herein as Exhibit “A”, be and the same is hereby approved and that the Mayor and Executive Office Manager and all other necessary and appropriate officers of the City are authorized to execute said plat.

Section 2. That all Resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

Section 3. That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2023.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Ruben Pineda

ATTEST:

\_\_\_\_\_  
Executive Office Manager, Valeria Perez



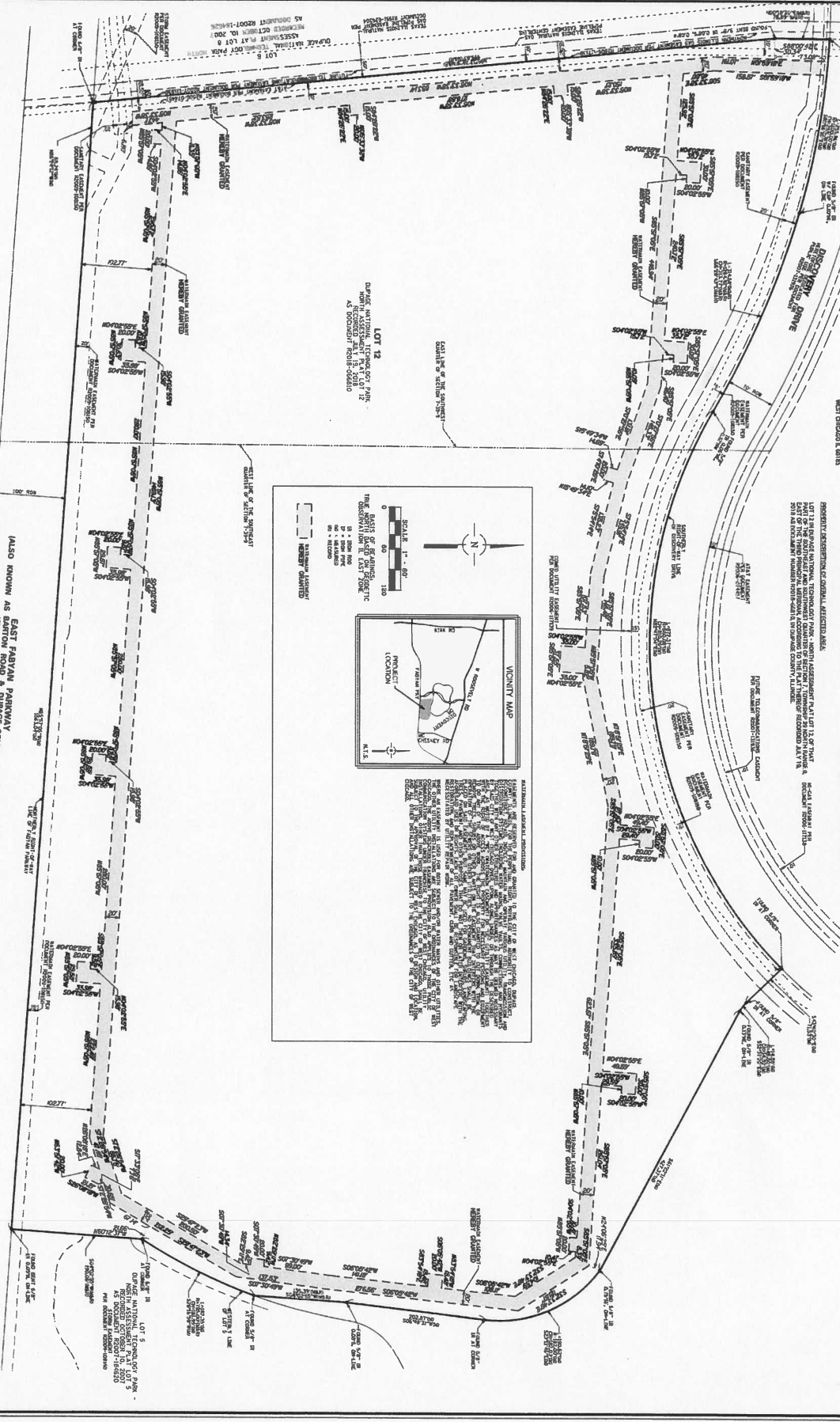
**EXHIBIT "A"**

(INSERT PLAT OF EASEMENT HERE)

D.P. No. 48-023  
PROPERTY ADDRESS  
1621 CHICAGO, ILL. 60618

# PLAT OF EASEMENT

PROPERTY REPRESENTATION OF CHARLES A. BRADY, JR.  
PLAT 12, 13 AND 14 OF NATIONAL TECHNICAL PARK, UNDER EASEMENT PLAT 12, 13 AND 14 OF THE CITY OF CHICAGO, ILLINOIS, TO THE CITY OF CHICAGO, ILLINOIS, FOR THE USE OF THE TRAIL BRIDGE, BRIDGE AND DRIVEWAY ACCORDING TO THE PLAN THEREON RECORDED AT THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS, IN THE COUNTY RECORDS, BOOK 30800, PAGE 121.



**SCALE 1" = 100'**

0 50 100

**VICINITY MAP**

CHICAGO, ILL. PROJECT LOCATION

NATIONAL TECHNICAL PARK, CHICAGO, ILL. CITY OF CHICAGO, ILLINOIS, TO THE CITY OF CHICAGO, ILLINOIS, FOR THE USE OF THE TRAIL BRIDGE, BRIDGE AND DRIVEWAY ACCORDING TO THE PLAN THEREON RECORDED AT THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS, IN THE COUNTY RECORDS, BOOK 30800, PAGE 121.

**CHICAGO, ILLINOIS**  
COUNTY OF COOK  
PLAT 12, 13 AND 14 OF NATIONAL TECHNICAL PARK, UNDER EASEMENT PLAT 12, 13 AND 14 OF THE CITY OF CHICAGO, ILLINOIS, TO THE CITY OF CHICAGO, ILLINOIS, FOR THE USE OF THE TRAIL BRIDGE, BRIDGE AND DRIVEWAY ACCORDING TO THE PLAN THEREON RECORDED AT THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS, IN THE COUNTY RECORDS, BOOK 30800, PAGE 121.

**LOT 12**  
DUNBAR NATIONAL TECHNICAL PARK  
RECORDED AT THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS, IN THE COUNTY RECORDS, BOOK 30800, PAGE 121.

**RECORDING CERTIFICATE**  
STATE OF ILLINOIS  
COUNTY OF COOK  
I, CLERK OF THE COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF EASEMENT WAS RECORDED IN MY OFFICE ON THIS 26th DAY OF APRIL, 2013, AT 10:33 AM.

**STATE OF ILLINOIS**  
COUNTY OF COOK  
I, CLERK OF THE COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF EASEMENT WAS RECORDED IN MY OFFICE ON THIS 26th DAY OF APRIL, 2013, AT 10:33 AM.

**SPACED INC.**  
525 W. Madison Street, Suite 1100  
Chicago, IL 60601  
Phone: (312) 467-4401 Fax: (312) 467-4403  
www.spacedinc.com

**DATE: 02/01/2013**  
**TIME: 10:33 AM**  
**FILE: 1301000013**  
**BOOK: 30800**  
**PAGE: 121**

CITY OF WEST CHICAGO

CITY COUNCIL  
AGENDA ITEM SUMMARY

**ITEM TITLE:**

Plat of Easement for Watermain, Drainage/Detention and Natural Area, 705 Discovery Dr., Discovery Drive Investors II, LLC

Res. 23-R-0055

AGENDA ITEM NUMBER: 7. I.

FILE NUMBER: \_\_\_\_\_

COMMITTEE AGENDA DATE: N/A

COUNCIL AGENDA DATE: June 19, 2023

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael Guttman SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

In 2022 Suncast Corporation completed Phase II of their new facility to include additional office/warehouse space at 705 Discovery Dr. New privately owned on-site 6 inch and 10 inch diameter watermain and appurtances were installed as part of the new development. The proposed easement will allow the City access to the watermain for maintenance. The plat also includes stormwater drainage/detention and natural area easement provisions for the stormwater facilities and natural areas located on the site. The watermain and stormwater easement provisions would allow the City access to the watermain/stormwater facilities in the case where the property owner is not maintaining the items per city code requirements. Any costs incurred by the City for said maintenance of the watermain or stormwater facilities would be borne by the property owner.

**ACTIONS PROPOSED:**

Consideration of the requested plat of easement for storm water drainage, detention and retention and watermain utilities on the property located at 705 Discovery Dr.

**COMMITTEE ACTION:**

This item did not go before a Committee for consideration.

**RESOLUTION NO. 23-R-0054**

**A RESOLUTION APPROVING A PLAT OF EASEMENT FOR WATERMAIN, DRAIN-AGE/DETENTION AND NATURAL AREA WITH DISCOVERY DRIVE INVESTORS II, LLC – 705 DISCOVERY DR.**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled as follows:

Section 1. That the Plat of Easement, as prepared by Spaceco Inc., consisting of one (1) sheet, attached hereto and incorporated herein as Exhibit “A”, be and the same is hereby approved and that the Mayor and Executive Office Manager and all other necessary and appropriate officers of the City are authorized to execute said plat.

Section 2. That all Resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

Section 3. That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Ruben Pineda

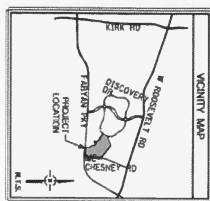
ATTEST:

\_\_\_\_\_  
Executive Office Manager, Valeria Perez

**EXHIBIT "A"**

(INSERT PLAT OF EASEMENT HERE)

# PLAT OF EASEMENT

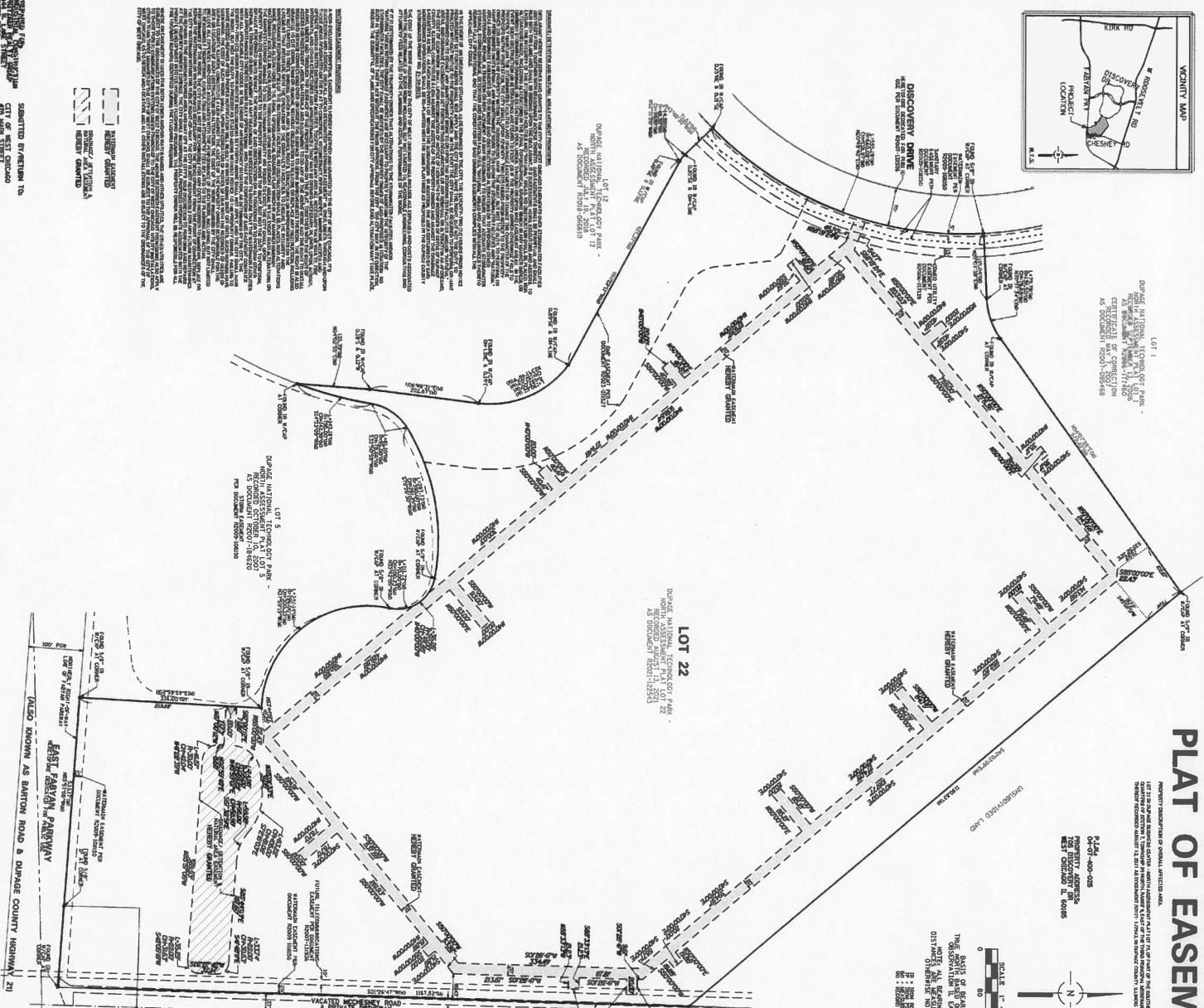


LOT 1  
 DUNDEE NATIONAL TECHNOLOGY PARK  
 NORTH ASSESSMENT PARCEL 1, LOT 1  
 AS DOCUMENT # 2015-00-038  
 AS RECORDED MAP # 2015-00-038

LOT 22  
 DUNDEE NATIONAL TECHNOLOGY PARK  
 NORTH ASSESSMENT PARCEL 2, LOT 22  
 AS DOCUMENT # 2015-00-038  
 AS RECORDED MAP # 2015-00-038

SCALE: 1" = 40'

THE STATE OF ILLINOIS  
 DEPARTMENT OF REVENUE  
 DISTRICT OFFICE  
 SPRINGFIELD, ILLINOIS



**GENERAL NOTES:**  
 1. THIS PLAT OF EASEMENT IS A PART OF THE RECORDS OF THE COUNTY CLERK OF CHICAGO, ILLINOIS.  
 2. THE EASEMENTS SHOWN ON THIS PLAT ARE GRANTED TO THE PROPERTY OWNERS OF THE ADJACENT LOTS.  
 3. THE EASEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO ANY EASEMENTS SHOWN ON ANY PREVIOUS PLATS.  
 4. THE EASEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO ANY EASEMENTS SHOWN ON ANY PREVIOUS RECORDS.  
 5. THE EASEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO ANY EASEMENTS SHOWN ON ANY PREVIOUS RECORDS.  
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 10. THE EASEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO ANY EASEMENTS SHOWN ON ANY PREVIOUS RECORDS.

SENT BY RETURN TO  
 CITY OF CHICAGO  
 100 N. LAUREL ST.  
 CHICAGO, IL 60602

RESERVED RIGHTS  
 EASEMENT FOR CONVEYANCE  
 EASEMENT FOR UTILITIES  
 EASEMENT FOR ACCESS

GRESS CREEK FLOOD CONTROL RESERVOIR  
 RECORDED APRIL 29, 2015 AS DOCUMENT  
 2015-00-045

ALSO KNOWN AS BARTON ROAD & DUNDEE COUNTY HIGHWAY 21

STATE OF ILLINOIS  
 DEPARTMENT OF REVENUE  
 DISTRICT OFFICE  
 SPRINGFIELD, ILLINOIS

**STATE OF ILLINOIS**  
 DEPARTMENT OF REVENUE  
 DISTRICT OFFICE  
 SPRINGFIELD, ILLINOIS

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**STATE OF ILLINOIS**  
 DEPARTMENT OF REVENUE  
 DISTRICT OFFICE  
 SPRINGFIELD, ILLINOIS

SPACED INC.

920 N. WASHINGTON, SUITE 200  
 CHICAGO, ILLINOIS 60610  
 PHONE: 312.467.4600 FAX: 312.467.4605

RECORDING INFORMATION

DATE: 03/27/2015  
 TIME: 10:11:11  
 OFFICE: CHICAGO  
 BOOK: 2015-00-038  
 PAGE: 1 OF 1

RECORDING INFORMATION

DATE: 03/27/2015  
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 OFFICE: CHICAGO  
 BOOK: 2015-00-038  
 PAGE: 1 OF 1

# CITY OF WEST CHICAGO

## CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 23-R-0056 – Professional Environmental Services – West Washington Street Redevelopment Project (for an amount not to exceed \$124,750 plus remediation costs)

**AGENDA ITEM NUMBER:** 7. J.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** N/A**COUNCIL AGENDA DATE:** 06/19/2023**STAFF REVIEW:****SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:****SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The City Council previously approved contracts with Patrick Engineering associated with the required professional environmental services for the West Washington Street Redevelopment Project. Our Project Manager left that firm and joined Civil & Environmental Consultants, Inc.; staff believes it best to continue using that Project Manager with whom we have been working for an extensive period of time on this Project. Attached is an updated proposal from the new firm.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 23-R-0056.

**COMMITTEE RECOMMENDATION:**

This item did not go to Committee because it was previously approved, though with our Project Manager's former employer.

**RESOLUTION NO. 23-R-0056**

**RESOLUTION AUTHORIZING MAYOR TO EXECUTE A CERTAIN  
AGREEMENT WITH CIVIL & ENVIRONMENTAL CONSULTANTS INC. –  
WEST WASHINGTON STREET REMEDIATION PROJECT**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a certain Agreement between the City of West Chicago and Civil & Environmental Consultants, Inc. for professional environmental services associated with the West Washington Street Remediation Project, (for an amount not to exceed \$124,750 plus remediation costs), in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19<sup>th</sup> day of June 2023

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
Executive Office Manager, Valeria Perez





June 13, 2023

Mr. Michael Guttman  
City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185

Via email: mguttman@westchicago.org

**Subject: Proposal for Professional Environmental Services  
West Washington Street Redevelopment Project  
CEC Project 332-651**

Dear Mr. Guttman:

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this proposal to the City of West Chicago (the City) for providing professional environmental services for the West Washington Street Redevelopment Project located in West Chicago, Illinois. The following presents our project understanding, proposed scope of services, schedule, estimated costs, and terms and conditions to complete the scope of services.

## **1.0 PROJECT UNDERSTANDING**

CEC understands that the City currently owns a series of properties (collectively measuring ~14 acres in total) located near 119 West Washington Street in West Chicago, Illinois (the Site). The City wishes to redevelop the Site for various potential uses (municipal, commercial and/or residential); however, the Site has been found to be contaminated due to historical operations. The City wishes to pursue and obtain a No Further Remediation (NFR) letter for the Site to both protect the human health of potential future users of the Site and to enhance the Site's marketability to potential developers. The Site was enrolled in the Illinois Site Remediation Program (SRP) in August 2015 by other consultants. Various subsurface investigations and remedial activities have been performed at the Site. A Comprehensive Site Investigation Report (CSIR), Remedial Objectives Report (ROR), and Remedial Action Plan (RAP) were submitted in August 2015. The Illinois EPA rejected these reports due to various deficiencies. No other documentation has been submitted to date.

A prior consultant identified the Site as six distinct areas based on the types of contamination found, previous land uses, and potential future uses of these areas. A brief summary of each of these areas is detailed as follows:

- **Area A: Gas Station** – This parcel was previously used as a gasoline service station. In 2019, the gas station was demolished, and the underground storage tanks (USTs) were removed. The removal of the tanks resulted in a leaking underground storage tank (LUST) incident for this area. Initial 20-Day and 45-Day LUST reports were submitted, after which, this incident was moved into the existing SRP number for the Site. Based on the results of soil sampling in the former UST excavation area, this area likely remains impacted with benzene, ethylbenzene, and xylene. Current plans show that a majority of Area A may be paved.
- **Area B: Central City Hall** – This parcel corresponds to the central portion of the Site that may potentially be developed as the future City Hall. Contaminants found in this area include polychlorinated biphenyls (PCBs), arsenic, and polynuclear aromatic hydrocarbons (PNAs) across a majority of this area to a depth of less than five feet below ground surface (bgs). Radium-226 associated with maintenance of the water filtration system attached to the water tower was also discovered in this area. It is CEC's understanding that the radium-226 contaminated soils have been removed. The existing plan for this area envisions that a majority of this area will be either paved or covered with building foundations. These features will be used as engineered barriers with the intent/approach being that no additional remediation will be necessary.
- **Area C: Central Park** – This area corresponds to the central portion of the Site directly adjacent to Washington Street that is currently planned to be used as open space for a park or other public use. Contaminants found in this area were PNAs in a relatively small area located in the northeast corner of Area C. A prior consultant had recommended excavation of approximately 1,000 cubic yards of soil in order to meet the residential soil remediation objectives that will be required to be met to use this space as a park.
- **Area D: Eastern Commercial/Residential Area** – This area is the far eastern portion of the Site located at the intersection of Washington Street and Fremont Street. Contamination in this area is limited to one location that would likely be developed for commercial use, which coincides with its current use; therefore, a prior consultant did not recommend any active remedial measures in this area but proposed to use the existing parking lot or proposed foundations as an engineered barrier.
- **Area E: Western Commercial/Residential Area** – The western portion of the Site is reportedly contaminated with arsenic and benzo(a)pyrene (BaP). There is a cluster of these contaminants in the eastern portion of this area. A prior consultant recommended

that approximate 2,500 cubic yards of soils be removed from this area of the Site. The remainder of the impacts are scattered in the western portion of this area. Remediation of these areas to residential standards would likely be cost prohibitive. A prior consultant recommended that this portion of the area be limited to commercial use.

- Area F: Detention Area – This is the far northern parcel of the Site that is currently designated for use as a storm water detention area. There were numerous contaminants found in this area and a prior consultant estimated that remediation costs in this area could exceed \$1 million to bring the this are of the Site to commercial/industrial standards. The prior consultant recommended that the City retain ownership of this parcel for use as a detention area and manage environmental risks without pursuing an NFR for this area.

CEC has prepared this proposal assuming that we will continue the remediation effort as planned by prior consultants and in accordance with the grant funding that was awarded to the City.

## **2.0 SCOPE OF SERVICES**

The scope of services for this project will consist of the following tasks:

- Task 1: Project Kick-Off – Prior to performing any work at the Site, CEC will meet with representatives of the City to discuss the project plans and schedule. The discussion can also include any changes to the planned uses of the Site that may have occurred since 2019 and allow the City to meet with members of the CEC team assigned to this project.
- Task 2: Supplementary Investigation – While there have been several iterations of subsurface investigations at the Site, additional investigations will be useful in determining the exact boundaries of the soil that will need to be removed, as well as assessing the remaining environmental issues at the previously demolished gas station. For the purposes of this proposal, CEC has assumed that the supplementary investigation will consist of approximately three days of sample collection using a direct-push drilling rig in Areas A, B, C, and E. Approximately 40 soil samples will be collected for various analyses depending on the area:
  - Area A samples will be analyzed for the gasoline-related contaminants previously discovered: benzene, toluene, ethylbenzene, xylene (BTEX), lead, and methyl-tert-butyl ether.
  - Area B samples will be collected from the area near MW-1 to confirm if radium-226 exceedances remain present.

- Area C samples will be analyzed for various PNA compounds centered around MW-33.
- Area E samples will be analyzed for arsenic and BaP in the area near the former salt storage building and near the property boundaries.

As an option, a work plan may be submitted to the IEPA for their review and approval prior to performing the field work. This step generally results in less questions from the IEPA during the reporting phase, but extends the schedule (to accommodate the IEPA review time). An estimated costs for this step has not been included at this time.

The results of the supplementary investigation will be reported to the City and used to inform the final remedial plan (boundaries of the areas to be excavated and design of future engineered barriers). CEC is hopeful that the results of the investigation will reduce the volume of impacted soil that will require active removal.

- Task 3: Survey – Prior to submittal of any reports to the Illinois EPA, CEC will need to properly define the remediation site. As the current plan is to exclude Area F from the remediation site, a survey will need to be performed to accurately define and describe this boundary as it does not match up with the current parcel boundaries. The survey will also be used to accurately locate remedial areas, potential engineered barrier locations, and other items that may require accurate location data. For the purposes of this proposal, CEC has estimated the amount of effort for surveying effort of up to two days of field time plus typical costs to produce the survey. Multiple surveying field events would result in an increase to the estimate fees. The deliverable for this task will be an accurate site description that will be used in the ultimate NFR letter and other measurements that will be necessary for submittal of SRP reports.
- Task 4: Initial SRP Reporting – Upon completion of the investigation and survey tasks, CEC will submit new reports to the Illinois EPA. These documents will include a new site map with the updated site boundaries and new CSIR/ROR/RAP reports. CEC will submit these documents to the City prior to submittal. CEC experience is that the Illinois EPA will typically have comments on these documents and require submittal of additional information. We have included an estimated cost at this time of 10% of the initial reporting costs for responding to the Illinois EPA comments. It is not uncommon for the IEPA comments to require additional field work. An estimated cost for additional field work is not included at this time and, if needed, would results in an increase to the currently estimated fees.

- Task 5: Remedial Efforts – After completion of the supplementary investigation and approval of the RAP by the Illinois EPA, CEC will define the limits of soil removal in Areas C and E (and possibly A, if needed) to achieve the remedial goals that will be developed by CEC and approved by the City. For the purposes of this proposal, CEC has assumed that the excavation limits will be similar to those determined by previous consultants (~3,500 cubic yards total).

Once the limits of excavation have been finalized, CEC will contract with a licensed special waste excavation and hauling company to remove the contaminated soil and dispose of it at a Subtitle D landfill. CEC will provide oversight of all excavation activities and shall perform confirmation sampling to ensure contaminated soils have been removed. Conclusion of soil removal activities will be determined based on visual and olfactory observation, the use of a photoionization detector (PID), and the results of the confirmation sampling. Upon completion of field excavation activities, CEC will use standard GPS methods to survey the limits of excavation. The soil excavation company shall be directed by CEC personnel to backfill the excavations with fill materials determined by the City. As the Site will be developed in the future and none of the planned remediation areas are readily visible from Washington Street or other public areas, CEC's experience is that gravel/stone made from recycled concrete is a typical backfill material. Documentation will be required demonstrating that the gravel/stone backfill was created the recycling of "clean" concrete.

- Task 6: Final SRP Reporting – Upon completion of the remedial actions at the Site, CEC will develop and submit a Remedial Action Completion Report (RACR) that demonstrates that all remedial goals for the Site have been accomplished. Upon approval of the RACR by the Illinois EPA, the Illinois EPA will likely issue a conditional NFR letter for the Site. The NFR letter will likely be conditional as the current remedial strategy for the Site includes the use of engineered barriers that will not be constructed until the Site is developed. Once the engineered barriers have been installed, the NFR will be finalized - assuming no other conditions were proposed by the Agency.

CEC will maintain regular contact with the City during completion of this scope of work to ensure that the City is informed as to the progress of the work and changes to the scope of services or budget that will become necessary.

### **3.0 SCHEDULE AND ESTIMATED COSTS**

The schedule to complete the above scope of services is dependent on several factors including Illinois EPA document review time, complexity of Illinois EPA comments, and availability of subcontractors (drillers and excavating companies). CEC anticipates being able to conduct Tasks 1 and 2 within two months of receipt of notice to proceed and Task 3 within one month of completion of Task 2. Task 4 is anticipated to be completed within two months of completion of Task 2 (four months from NTP). After submittal of the SRP documents detailed in Task 4, the schedule will become dependent on the Illinois EPA's response time and the level of effort it may take to respond to their comments on the reports; however, CEC anticipates being able to begin Task 5 within two months of approval of the initial SRP reports. Task 6 can be completed within two months of the completion of Task 5. Assuming that the Illinois EPA takes 90 days to review these reports (this is the amount of time allocated in 35 IAC 740.505) and 30 days to review responses to comments, the estimated schedule for completion of all six tasks is approximately 14 months. If desired, this schedule can be compressed by performing Task 5 without prior approval by the Illinois EPA and submitting all of the SRP reports at one time in Task 6; however, there is a risk that the Illinois EPA may require additional remedial measures occurring at additional cost to the City, if the Agency does not agree with the approaches taken.

The estimated fees for each of the tasks is detailed below:

Task 1	Project Kick-Off	\$1,500
Task 2	Supplementary Investigation	\$37,250
Task 3	Survey	\$21,000
Task 4	Initial SRP Reporting	\$40,000
Task 5	Remedial Efforts	TBD
Task 6	Final SRP Reporting	\$25,000
	<b>TOTAL ESTIMATED FEES</b>	<b>\$124,750 plus TBD costs for Remedial Efforts</b>

The fees presented above are best estimates of the costs to complete each relevant task based on CEC's current knowledge of the Site. Actual costs will be invoiced in accordance with the attached Schedule of Fees based on the services completed. During completion of this project, new information may be generated that changes the scope of one or more of the tasks, affecting the costs to complete these tasks. CEC will inform the City as soon as reasonably practicable as to any changes in the scope of work and the costs associated with these changes and shall seek the City's approval prior to any increase in the project's budget and/or changes to CEC's scope or approach.

#### **4.0 TERMS AND CONDITIONS**

Our schedule of terms and conditions, which apply to the proposed scope of services, is attached. Any changes to our terms and conditions must be agreed to in writing by both parties prior to beginning work on the project. Your written or verbal approval and acceptance of this proposal and authorization to proceed forms a binding contract and indicates your acceptance of our attached terms and conditions.

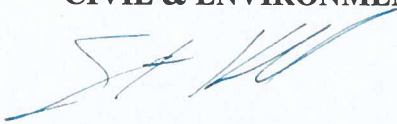
A Technology and Office Service Fee, equivalent to 3% of professional fees, will be added to each invoice for project expenses associated with software, computer technology, and incidental office expenses. Reimbursable expenses, including subcontracted services, will be invoiced at cost plus a 10% administrative fee.

#### **5.0 CLOSING**

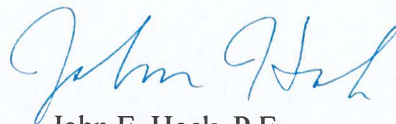
CEC appreciates the opportunity to provide professional consulting services to the City of West Chicago. Should you have any questions or comments regarding this proposal, please do not hesitate to contact the undersigned by telephone at (630) 963-6026.

Respectively submitted,

**CIVIL & ENVIRONMENTAL CONSULTANTS, INC.**



Steven E. Kroll, P.G.  
Project Manager



John E. Hock, P.E.  
Vice President

Enclosures: Schedule of Fees  
Schedule of Terms and Conditions



**2023 SCHEDULE OF FEES  
CEC PROFESSIONAL SERVICES  
NAPERVILLE OFFICE**

<b>ITEM DESCRIPTION</b>	<b>RATES</b>
<b>Professional Staff:</b>	
Vice President	\$270
Senior Principal	\$285
Principal	\$250
Senior Project Manager	\$210
Senior Consultant	\$200
Expert Witness Testimony	\$400
Project Manager III	\$192
Project Manager II	\$170
Project Manager I	\$150
Assistant Project Manager	\$135
Project Consultant	\$117
Project Scientist	\$117
Staff Consultant	\$93
Staff Scientist	\$93

<b>ITEM DESCRIPTION</b>	<b>RATES</b>
<b>Support Services:</b>	
Administrative Assistant	\$72
Administrative Manager	\$105
CADD Technician	\$135
Seasonal Intern	\$56
Senior Designer	\$150
Senior CADD Technician	\$145
Senior Technician	\$125
Staff Technician	\$63
Survey 1-Person Crew	\$175
Survey 1-Person Crew Overtime	\$180
Survey 2-Person Crew	\$255
Survey 2-Person Crew Overtime	\$325
Survey 3-Person Crew	\$350
Survey 3-Person Crew Overtime	\$670
Survey Technician I	\$73
Survey Technician II	\$88
Survey Technician III	\$105
Survey Technician IV	\$120
Technician I	\$73
Technician II	\$83
Technician III	\$90
UAV Survey Crew 2-Person	\$275





## 1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL, these TERMS shall take precedence. Acceptance of the AGREEMENT by CLIENT will occur when CLIENT directs CEC, orally or in writing, to commence performance of its services.

## 2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance. CEC provides no warranties or guarantees whether express or implied.

## 3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

CEC may, but is not required to, undertake an investigation to locate any utilities, structures or materials as CEC deems prudent. Such investigation by CEC shall not impose any additional obligation or liabilities on CEC and CLIENT agrees that such investigation, if undertaken, is for CEC's convenience only.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

## 4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

## 5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies unless agreed to by both parties in writing.

## 6. SAMPLE DISPOSAL

CEC will provide storage for samples collected for sixty (60) days. Further storage or transfer of samples can be made at CLIENT's expense and upon prior written request.

## 7. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractor or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of any construction work as set forth in the PROPOSAL, CEC will report observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction related services. CEC does not have the duty to reject or stop work of CLIENT or its agents unless contractually obligated.

## 8. BILLING AND PAYMENTS

8.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by CEC prior to commencement of services. Payment shall be made as follows:

### Electronic Payment:

PNC Bank, Pittsburgh, PA 15222  
PNC Bank Routing #043000096  
CEC Account #2272405  
SWIFT & BIC Code: PNCCUS33  
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):



Civil & Environmental Consultants, Inc.  
P.O. Box 644246  
Pittsburgh, PA 15264-4246

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after written notice to CLIENT. CEC will be entitled to interest of one and one half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

8.2. Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8.3. Litigation Services: If litigation services are not part of the PROPOSAL to which these TERMS are attached and are requested by CLIENT, the scope and fee schedule for the requested litigation services will be identified in a separate PROPOSAL. CLIENT shall reimburse CEC for costs incurred in responding to subpoenas or other legal requests related to the services provided by CEC under this AGREEMENT.

8.4. Design Build: If CLIENT requests CEC to perform design-build services, such services will be performed in accordance with separate TERMS and a PROPOSAL for such design-build services.

## 9. CHANGES

9.1. Changes: Upon a change in CEC's scope of services or discovery of unforeseen conditions, or any direction or instruction outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change either verbally or in writing amending the AGREEMENT price and schedule.

9.2. Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

## 10. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

## 11. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability Insurance upon CLIENT's written request.

## 12. ALLOCATION OF RISK

12.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

12.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

12.3. Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

## 13. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

## 14. GOVERNING LAW

The law of the Commonwealth of Pennsylvania will govern the validity of these TERMS and the AGREEMENT, their interpretation and performance. If any of the provisions contained in these TERMS and the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

## 15. DISPUTE RESOLUTION

15.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

15.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

15.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Allegheny County, Pennsylvania, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

15.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

## 16. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

## 17. OWNERSHIP

CEC shall have title to all drawings, specifications or other documents ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CLIENT is granted a limited license to use and reproduce the WORK PRODUCT prepared by CEC for use in the execution of the project(s) under this AGREEMENT. The WORK PRODUCT is not to be used by CLIENT or other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

## 18. FILE RETENTION

Upon conclusion of the project, CEC's file on the project will be closed and may be sent offsite for storage. Unless CLIENT requests a longer retention period in writing, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

## 19. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 11 (Insurance), 12 (Allocation of Risk), 14 (Governing Law), and 15 (Dispute Resolution) shall survive termination of the AGREEMENT.

## END OF TERMS