

Online Village Council JANUARY 25, 2021 ZOOM Meeting

in Response to COVID-19

Join Meeting ONLINE or CALL-IN - *Observe live ZOOM meeting*

<https://us02web.zoom.us/j/84927803747?pwd=ZzdJdHRaTdkVDVRaS85amgzZy9uZz09>

or Call-in (+1 312 626 6799, Webinar ID: 849 2780 3747, Password: 775354)

Public COMMENT - Required to be sent in advance via email to Vanessa Moritz, vmoritz@forestpark.net before 6:30PM

VILLAGE OF FOREST PARK

REGULAR COUNCIL MEETING AGENDA

Monday, January 25, 2021

Observe live ZOOM meeting (Online or Call-in)

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES:

- Approval of the Minutes from the January 11, 2020 Regular Meeting of the Council

PUBLIC COMMENT:

- Any Public Comments for the January 25th, 7:00 PM (ONLINE) Council Meeting are REQUIRED to be sent in advance BEFORE 6:30 PM by EMAIL to the Village Clerk (Vanessa Moritz, vmoritz@forestpark.net)

COMMUNICATIONS

DEPARTMENT REPORTS:

- Police Report

BILLS BY RESOLUTION:

- Bills by Resolution

UNFINISHED BUSINESS

NEW BUSINESS:

1. Resolution honoring Village Administrator Timothy Gillian upon his retirement
2. Ordinance abating the Tax heretofore levied for the year 2020 to pay the principal of and interest on the Village's \$6,745,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012
3. Resolution Approving IGA Agreement between the Village and State of IL Dept. of Commerce and Economic Opportunity, for the Engineering Oversight and Demolition Cost of Certain Deteriorated Altenheim Structures
4. Resolution authorizing execution of Pay Request #5 for 2020 Circle Avenue Sewer Separation Improvements Project to Swallow Construction
5. Resolution Approving and Authorizing the Execution of the AT & T dedicated internet pricing schedule for Internet Access services by and between AT & T and the Village
6. Resolution Approving and Authorizing the execution of the AT & T IP Toll-Free Pricing Schedule for Long Distance Phone Services by and between AT & T and the Village
7. Resolution Approving and Authorizing the execution of the Completelink 2.0 Rate and Discount Schedule for Phone Services by and between the Village

ADMINISTRATOR REPORT

COMMISSIONER REPORTS

ADJOURNMENT



To: Mayor and Commissioners

From: Tim Gillian

Date: January 21, 2021

Re: Items for the Council meeting of January 25, 2021

Dear Mayor and Commissioners,

Below please find a brief description of the agenda items requiring action at the 01/25/2021 meeting. For each Council agenda I will provide this summary for your review.

Note: This will be a Zoom Meeting and a reminder link will be sent

1. Self Explanatory
2. This Bond is for the VIP fund. Levied taxes are the mechanism in place to pay the bond in the event the sales taxes collected were not sufficient to pay the annual debt. In the life of the bond that has never occurred and each year the taxes are abated.
3. This is the IGA from the State necessary, so we may receive the grant awarded for the demolition of the property known as Altenheim. In this agreement there were two areas that we have explored. The first is funding. This agreement it is a reimbursement type grant. Over the last several months the Governor has been saying that grants may be frozen in an effort to help the State budget. There was a concern that we could do the work and then be advised the funds for reimbursement had been frozen. I have checked with our grant manager and been assured that

the funding for this project is not subject to any freeze as it comes from a different pool of money. The second area concerns the intended use for the site once demo has occurred. In this agreement it states after demolition, the improved space will be used for residential, commercial and green space. The description does not specify the amount of the parcel that should be dedicated to any of the uses listed nor does it list a time frame in which the improvements should be made or in what order. The scope and size of the finished site it to be determined.

4. This pay request is for the South side sewer separation contract. All quantities and supporting paperwork has been reviewed and approved.
5. Items #4 5 6 are all for various contracts with AT&T for phone service.
6. Phone service
7. Phone service

Please feel free to call with any questions or comments

Thank you

Tim

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, JANUARY 11, 2021**

Mayor Hoskins led all assembled in the Pledge of Allegiance at 7:00 p.m.

ROLL CALL

Commissioners Novak, Byrnes, Nero, Voogd and Mayor Hoskins answered the Roll Call. Mayor Hoskins announced that all members are attending remotely via video teleconference and he is present in the Village Hall due to Social Distancing regulations resulting from the COVID-19 pandemic.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Nero and seconded by Commissioner Novak that the minutes from the December 14, 2020, Regular Meeting of the Village Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Novak and seconded by Commissioner Nero that the minutes from the December 14, 2020, Tax Levy Public Hearing be approved without reading as each member has received a copy thereof.

ROLL CALL:

AYES: Commissioners Novak, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSTAIN: Commissioner Byrnes

The motion carried.

PUBLIC COMMENT

Ms. Theresa Marousek, Mr. Ralph DiFebo, Ms. Rose Krogh, Ms. Kathryn Heavey, and Ms. MaryJo Buffo asked the Village Council to consider postponing the construction of the path along Van Buren until the plan for the rest of the land is confirmed. Ms. Lieke van Heumen, on behalf of the 7771 Van Buren Townhome Association supported the construction of the Van Buren path. Mr. Chris

Harris suggested the Village Council pass a resolution calling for a referendum regarding preserving the Altenheim land as green space.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

The Finance Department submitted its November report.

APPROVAL OF BILLS:

It was moved by Commissioner Novak and seconded by Commissioner Byrnes that the Resolution for the payment of bills be adopted. The Commissioner of Accounts and Finance has reviewed the bills as applicable to each department and found the aggregate amounts to be correct and recommends payment when funds are available. The bills totaled \$1,647,519.16.

**R-01-21
RESOLUTION FOR
PAYMENT OF BILLS IN THE
AMOUNT OF \$1,647,519.16
APPROVED**

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Ordinance amending Section 4-2-5, entitled "Charges," of Chapter 2, entitled "Garbage, Refuse and Waste," of Title 4, entitled "Health and Sanitation," of the code of the Village of Forest Park be adopted. It was discussed that since the contract expires at the end of 2022, it would make more sense to change the Ordinance to only include that time frame.

**O-01-21
ORDINANCE SETTING
GARBAGE REFUSE AND
WASTE CHARGES FOR
2021 AND 2022
APPROVED AS AMENDED**

It was moved by Commissioner Nero and seconded by Commissioner Voogd to amend the proposed ordinance by striking "Effective January 1, 2023 \$32.73 \$20.70" from Section 1-A.

**AMENDMENT TO
PROPOSED ORDINANCE
APPROVED BY MOTION**

ROLL CALL:

AYES: Commissioners Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSTAIN: Commissioner Novak
The motion carried.

The Clerk was instructed to call the roll on the main motion, as amended.

ROLL CALL:

AYES: Commissioners Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: Commissioner Novak

ABSENT: None
The motion carried.

It was moved by Commissioner Voogd and seconded by Commissioner Byrnes that the Resolution approving an Intergovernmental Agreement between the Village of Forest Park and the County of Cook, by and through the Cook County Department of Transportation and Highways for the engineering, construction and maintenance costs for a multi-use path along Van Buren Street from Madison Street to the CTA Blue Line Transit Center be adopted. It was discussed that the Village Council already approved the grant application and the plans and specifications for the project. The total project cost is estimated at \$495,000 and the village's share would be half. In addition to improving public safety, this project could make the property more valuable.

**R-02-21
RESOLUTION FOR IGA
WITH COOK COUNTY
DEPARTMENT OF
TRANSPORTATION FOR
VAN BUREN WALKING
PATH
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: Commissioner Novak

ABSENT: None
The motion carried.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution authorizing the execution of Pay Request #6 (Final) for the 2019 Brown Avenue TIF Improvements project to Swallow Construction Corp. be adopted.

**R-03-21
RESOLUTION FOR
EXECUTION OF PAY
REQUEST #6 FOR BROWN
TIF IMPROVEMENTS
APPROVED**

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Resolution approving and authorizing the execution of an annual Service Agreement for Water Storage Tanks by and between Corrpro, an Aegion Company, and the Village of Forest Park be adopted.

**R-04-21
RESOLUTION APPROVING
WATER TANK SERVICE
AGREEMENT WITH
CORRPRO
APPROVED**

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution approving and authorizing the execution of Pay Request #5 (Final) for the 2019 Water Main Project to Uno Construction Co., Inc. be adopted.

**R-05-21
RESOLUTION APPROVING
PAY REQUEST #5 FOR
2019 WATER MAIN
PROJECT
APPROVED**

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Byrnes to approve the process for selecting the successor Village Administrator.

**PROCESS FOR SELECTING
SUCCESSOR VILLAGE
ADMINISTRATOR
APPROVED BY MOTION**

ROLL CALL:

AYES: Commissioners Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: Commissioner Novak

ABSENT: None

The motion carried.

It was moved by Commissioner Novak and seconded by Commissioner Byrnes to direct the Forest Park Board of Fire and Police Commissioners to appoint one candidate from its current Firefighter Eligibility List to fill a vacancy.

**BFPC DIRECTED TO
APPOINT ONE
PROBATIONARY
FIREFIGHTER TO FILL A
VACANCY**

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Novak to approve the request from the Forest Park Public Library to display two banners promoting their events celebrating Black History Month.

**LIBRARY BANNER
REQUEST
APPROVED BY MOTION**

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

ADMINISTRATOR'S REPORT:

Administrator Gillian reported that due to a large number of contractors attending the Altenheim building demolition pre-bid meeting, the bid opening will be delayed 2 weeks. It is expected that this number of contractors should produce very competitive pricing for the project.

In addition, expansion of the License Plate Reader's capabilities is being explored and monthly parking permits will soon be for sale online, as opposed to only in-person sales. It is expected that the online sales may begin as soon as February.

COMMISSIONER'S REPORTS:

Commissioner Novak stated that tonight's public comments were good and added that he will check with the other Commissioners to see if they want to adopt a Resolution for a referendum question.

Commissioner Byrnes congratulated newly sworn Deputy Fire Chief, Tim Conrad and Fire Lieutenant Mike Kinder on their promotions. In addition, expressed his sadness at the sudden loss of Firefighter John Van Petten.

Commissioner Nero expressed his sadness at the passing of John Van Petten, adding that he will be missed. The commissioner also stated that he would like to think that this Village Council will be able to work together for the betterment of Forest Park by being flexibly and engaged in getting the right Village Administrator.

Commissioner Voogd stated that she's looking forward to more public meetings regarding the Altenheim property, ensuring that the Village Council communicates with the public on this subject.

Mayor Hoskins reported that he has received multiple inquiries about COVID-19 vaccines. The village plays no direct role in the distribution of the vaccines at this point. The State of Illinois is handling the distribution. The mayor further reported that all of our Firefighters and most of our Police Officers have been vaccinated. More information can be obtained from the Illinois Department of Public Health.

ADJOURNMENT

There being no further business to be addressed, Commissioner Nero moved and Commissioner Voogd seconded to adjourn the meeting. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 8:04 P.M.

Respectfully submitted,

Vanessa Moritz
Village Clerk



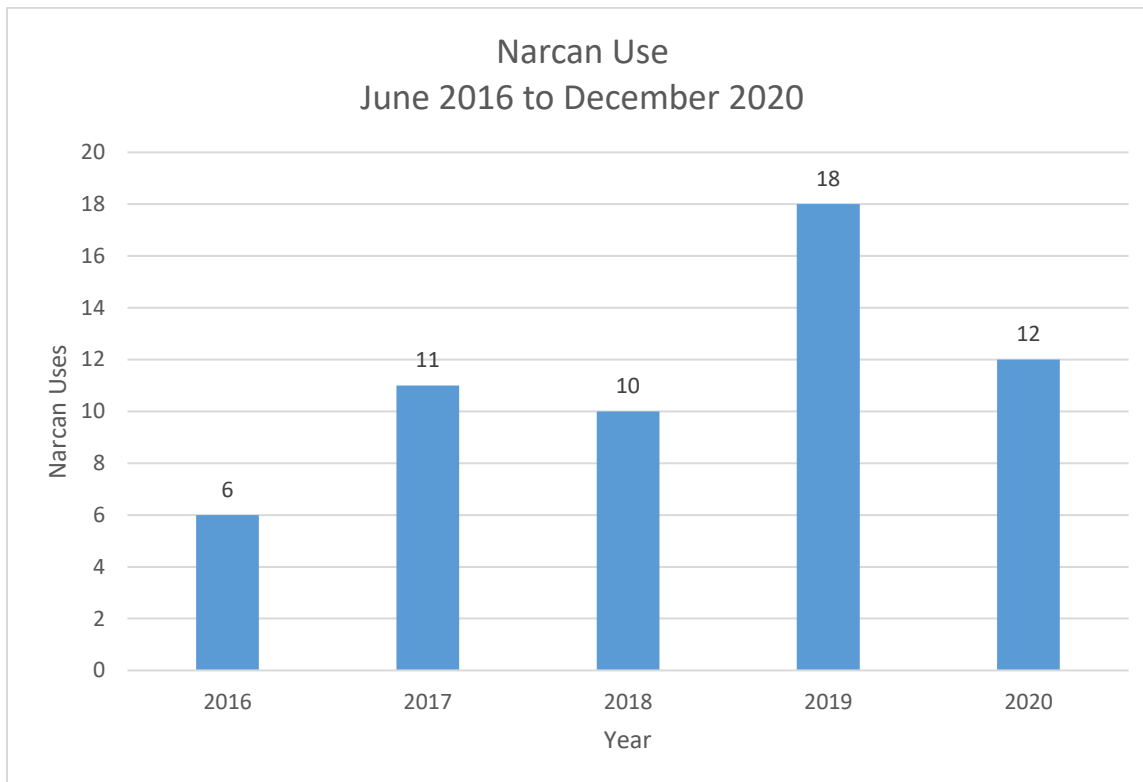
Forest Park
Forest Park
Police Department
Police Department

November - December
2020

Monthly Report
Monthly Report

Forest Park Police Department NARCAN Program – 2020

Naloxone Hydrochloride, aka Narcan, is a safe and effective drug that is used to reverse the effects of opioids. The Forest Park Police Department (FPPD) receives Narcan through the DuPage Narcan Program (DNP). The FPPD trained all officers on the administration of Narcan and equipped all officers with Narcan in June of 2016. The first Narcan use was on June 15, 2016.



FPPD officers deployed Narcan a total of twelve times in 2020, down six deployments from eighteen in all of 2019 or a decrease of 33%.

Following is a list of the dates and locations of FPPD 2020 Narcan deployments:

Date	Location (Intersection)
1-18-20	Harlem/Roosevelt
1-23-20	I-290/Desplaines River
1-25-20	Desplaines/I-290
2-20-20	Harlem/Roosevelt
2-27-20	Desplaines/Van Buren
4-18-20	Desplaines/Van Buren
5-3-20	Harlem/Jackson
5-10-20	Roosevelt/Marengo
8-22-20	Madison/Maple
10-22-20	Harlem/Circle
10-23-20	Marengo/Franklin
11-19-20	Desplaines/Van Buren



Criminal Investigations Division

Detectives / Tactical Response Unit / Community Policing



November and December 2020

The Forest Park Police Department's (FPPD) Criminal Investigation Division (CID) is supervised by Lt. Pete Morrisette. Three detectives are assigned to CID; Det. Jarlath Heveran, Det. Rob Bryant, and Det. Adam Stasinopoulos. Det. Mike O'Connor is the police department's Community Policing / Crime Free Housing Officer. LaShan Riggins, the Forest Park Police Department's Evidence Custodian, is a member of CID and aside from her evidence custodian duties performs administrative duties for the investigators, and assists the desk clerks, parking, and records when needed. There is a counselor/social worker assigned to the department from Amita Health Behavioral Health Clinician. This Police Crisis Services Worker position was recently filled by Evelyn Simmons. Evelyn is outsourced to the Forest Park Police Department four days a week and has office space within the CID building located at 501 Desplaines Ave.

Police incident reports are reviewed by the investigations division every working day. Incidents that have victims wishing to sign a complaint against an offender are assigned to a detective for further review in an effort to develop a suspect(s), conduct interviews, and gather evidence to effect an arrest and present a winnable case in criminal court. Some incidents are turned over to Evelyn Simmons

should there be a need for outreach from her organization, mainly in reference to mental health concerns. Other incidents such as neighbor or landlord tenant disputes, are forwarded to Det. Mike O'Connor so he can intervene and possibly mediate or offer eviction advice. Problem properties may be deemed a nuisance by Det. O'Connor should they meet the criteria established under the village ordinance.

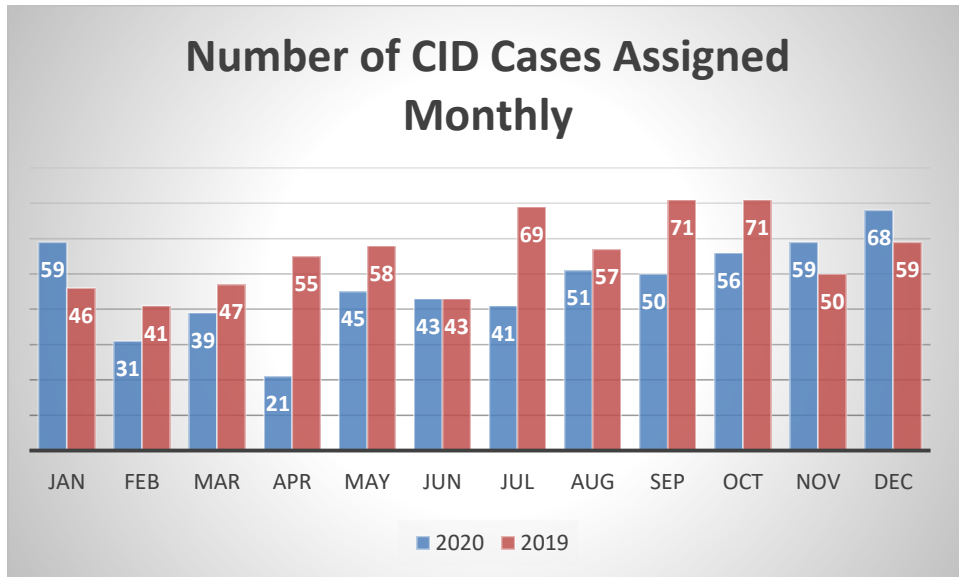
Detectives rotate on call assignments weekly so a Forest Park Police Detective is available 24 hours a day, seven days a week should the need for CID assistance arise. If a major incident is encountered during off hours, the entire CID staff could be called upon to respond if needed.

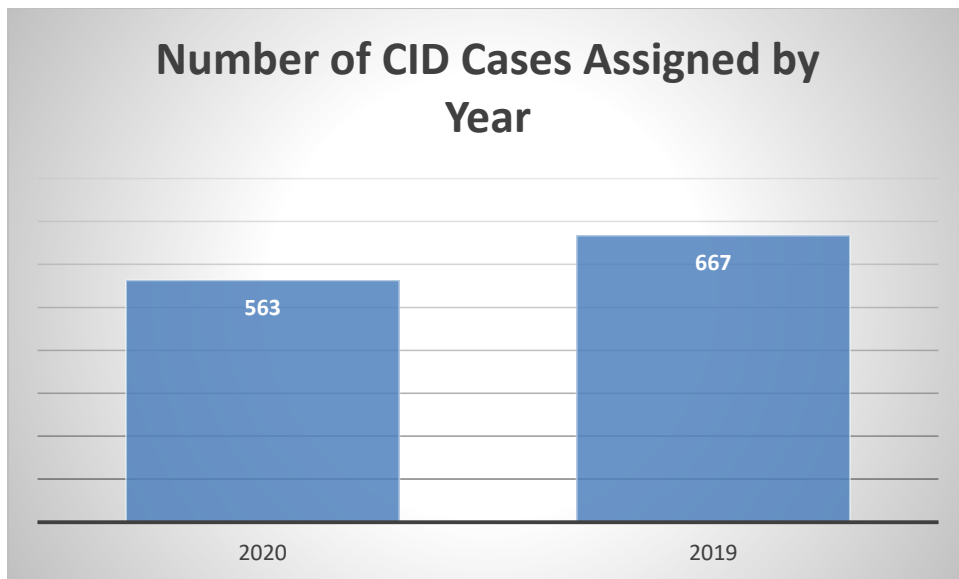
The detectives are members of the West Suburban Major Crimes Task Force (WESTAF) and are, at times, on call to assist member agencies should a homicide occur in a WESTAF jurisdiction. There were no WESTAF callouts in November and December 2020.

Currently, the Forest Park PD is a member agency in the multijurisdictional West Suburban Drug and Gang Enforcement Task Force (WEDGE). Det. Stasinopoulos and Det. O'Connor are assigned to assist WEDGE. WEDGE was not active in this reporting period.

Training in November and December 2020 by CID personnel were cancelled due to the Coronavirus pandemic.

There were 127 incidents assigned to investigators for follow-up in November and December 2020, 59 in November and 68 in December. Operations and investigations have continued to be affected by pandemic restrictions and orders placed. Courts have been limited or outright closed for business, also limiting the number of active follow-ups, interviews, and the pursuit of warrants and subpoenas for investigative purposes.





Following is a summary of notable investigations in November and December 2020:

- Detective Stasinopoulos investigated a vehicle burglary in which the victim's car was broken in to while she was picking up food. Through his investigation, Detective Stasinopoulos was able to identify a suspect who had been arrested on unrelated charges in Melrose Park. Detective Stasinopoulos subsequently charged the suspect with identity theft related to this incident.
- Detective Stasinopoulos investigated a battery incident in which a customer in line at a gas station was struck by an irate customer who had been told to put on a mask as required by COVID regulations. Detective Stasinopoulos was able to identify the suspect, who was also positively identified by the victim. The suspect turned himself in on battery charges.
- Detective Stasinopoulos was investigating a vehicular hijacking incident that occurred in town. After recovering a cell phone that was dropped during the incident, Detective Stasinopoulos identified a suspect. Coordinating with Cook County Sheriff's Police, who were conducting their own investigation in to a series of related incidents around the Chicago area, and with other forensic evidence recovered, Detective Stasinopoulos brought this investigation to a close in spite of the victim declining to cooperate with pursuing criminal charges.
- Detective Stasinopoulos investigated an armed robbery at a local convenience store. Oak Park Police had been alerted to a robbery crew that might be striking in their town next, and were able to detain suspects who matched the description of the offenders in this case. In spite of video and forensic evidence linking them to the robbery here, the victim did not cooperate with identifying or prosecuting them. The offenders subsequently faced weapons charges in Oak Park and robbery charges in other jurisdictions.
- Detective O'Connor, having developed a nuisance property status on a residence that has experienced numerous incidents of disturbances, weapons violations, drug offenses, and other criminal activity, cited the owner of the property for continually allowing large gatherings that led to another incident to occur in November 2020.
- Detective Heveran identified a victim and suspect in an alleged kidnapping and criminal sexual assault that was witnessed by a passerby. The victim initially cooperated with the investigation, but later declined to prosecute the case at this time. Detective Heveran filed this case so that it may be re-opened upon the victim's request.

- Detective Heveran was called out to a report of a stabbing that occurred. Through a thorough investigation including interviews and obtaining and viewing video surveillance evidence, Detective Heveran developed a criminal case against the offender in this incident. The victim subsequently left the hospital where he had been receiving treatment and did not return calls to cooperate in the prosecution.
- Detective Bryant investigated a domestic battery incident that occurred during a funeral service in town. After repeated attempts to locate the offender or to have her turn herself in to face charges, Detective Heveran was able to obtain an arrest warrant for the offender.
- CID investigated twelve death investigation cases during November and December 2020. Three cases were determined to have been accidental deaths and nine were ruled natural deaths by the Cook County Medical Examiner's Office.
- CID investigators received four missing person cases during November and December 2020. All four missing persons were located safe.

Forest Park Criminal Investigations Division members are experienced and dedicated public servants who have built and continue to maintain professional relationships within the community and with neighboring agencies in an effort to quash criminal activity and to solve as many cases as possible.

NOVEMBER / DECEMBER 2020
FOREST PARK POLICE K-9 STATISTICS
K-9 "MADISON"

Deployments:

03Nov20 (Narcotics Search): HINES V.A. requested k-9 Madison to conduct free-air sniffs in their residence buildings hallways and open areas. K-9 Madison did not indicate/final response anywhere in the buildings.

12Nov20 (Narcotics Search): K-9 Madison assisted DEA Task Force and indicated to the presence of narcotics on United States Currency that was involved in an on-going DEA investigation.

13NOV20 (NARCOTICS SEARCH): Ofc. Miller deployed K-9 Madison on his traffic stop after detecting the odor of cannabis. K-9 Madison indicated to the presence of narcotics and Ofc. Miller located a small amount of cannabis inside the vehicle. The driver was informed how to store cannabis legally in Illinois and released without charges.

17Nov20 (Narcotics Search): Cicero PD requested K-9 Madison for a controlled currency sniff on United States Currency recovered and believed to be from illegal activity. K-9 Madison indicated to the presence of narcotics on the currency. Ofc. Miller requested Cicero PD list FPPD on their ISP 464a Form.

19Nov20 (Narcotics Search): K-9 Madison assisted DEA Task Force and indicated to the presence of narcotics on United States Currency that was involved in an on-going DEA investigation.

30Nov20 (Narcotics Search): K-9 Madison assisted DEA Task Force and indicated to the presence of narcotics on United States Currency that was involved in an on-going DEA investigation.

04Dec20 (Narcotics Search): K-9 Madison assisted DEA Task Force and indicated to the presence of narcotics on United States Currency that was involved in an on-going DEA investigation.

30Dec20 (Narcotics Search): K-9 Madison was requested by Bellwood PD to conduct a narcotic sniff on a vehicle. K-9 Madison did not indicate or alert to the presence of narcotics on the vehicle.

TOTALS:

DEPLOYMENTS= 8

Firearms/Range

Department cleaning and inspection completed for all long guns.

Accident Investigation

No active crash investigations - Continued participation in WESTAF Crash Team.

LESO

The following items were acquired for only the cost of shipping for the officers:

6 utility lights valued at \$454 each

4 packages of safety glasses valued at \$34.60 each

2 rolls of Kinetic tape valued at \$39.94 each

Special Response Team (SRT)

SRT was not activated for the months of November or December 2020

Special Response Team Training

Nothing to Report

Neighborhood Watch

Nothing to Report

RESOLUTION No.

BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, that we dispense with the reading of the individual bills inasmuch as each department head has approved and signed bills in the following aggregate amount for their respective departments.

Refunds and Allocations	\$ 7,598.47
Public Affairs	\$ 22,278.75
Police Department	\$ 833.86
Accounts & Finance (Clerks Office)	\$ 157,170.23
Accounts & Finance (Fire Department)	\$ 817.13
Department of Health & Safety	\$ 8,195.91
Street Department	\$ 103,212.84
Public Property	\$ 29,915.90
Seizure	\$ 5,402.71
Federal Customs	\$ 4,316.96
TIF	\$ 5,581.00
VIP	\$ 2,192.25
Water Department	\$ <u>370,190.48</u>

TOTAL	\$ 717,706.49
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ADOPTED BY THE Council of the Village of Forest Park this 25th Day of January, 2021.

Ayes:

Nays:

Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-4111-210	Forest Park Public Library	01/11/2021	6,606.86
100-00-000-4450-121	Passport Labs Inc	12/31/2020	10.73
100-00-000-4450-130	Passport Labs Inc	12/31/2020	767.01
100-00-000-4450-140	Passport Labs Inc	12/31/2020	18.87
100-00-000-4510-100	John Cormack	01/06/2021	10.00
100-00-000-4510-100	EAN Holdings LLC/Process Accounting	01/07/2021	100.00
100-00-000-4510-100	Kevin Hibbits	01/07/2021	75.00
100-00-000-4510-100	Rachel Sweeney	01/14/2021	10.00
Refunds and Allocations			7,598.47



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-100	Storino Ramello & Durkin	01/01/2021	47.50
100-10-101-6100-100	Storino Ramello & Durkin	01/01/2021	2,223.00
100-10-101-6100-100	Storino Ramello & Durkin	01/01/2021	560.50
100-10-101-6100-100	Storino Ramello & Durkin	01/01/2021	1,567.50
100-10-101-6100-100	Storino Ramello & Durkin	01/01/2021	9,130.25
100-10-101-6100-100	Storino Ramello & Durkin	01/01/2021	1,197.00
100-10-101-6120-305	BMI	12/02/2021	364.00
100-10-101-6120-305	Darien Marion-Burion	01/06/2021	375.00
100-10-101-6150-202	Stanard & Associates Inc.	12/30/2020	395.00
100-10-101-6150-222	Sterling Codifiers Inc	12/29/2020	839.00
100-10-101-7000-150	Telcom Innovations Group LLC	01/07/2021	97.50
100-10-101-7000-150	Telcom Innovations Group LLC	01/11/2021	682.50
100-11-111-6100-120	Techno Consulting Inc	01/01/2021	3,500.00
100-11-111-6110-110	Techno Consulting Inc	01/01/2021	750.00
100-11-111-6110-110	Techno Consulting Inc	01/01/2021	550.00
Public Affairs			22,278.75



Account Number	Vendor	Invoice Date	Amount
100-12-121-6145-305	Metro Mortuary Transport	01/03/2021	250.00
100-12-121-6145-306	Animal Care League	12/29/2020	100.00
100-12-121-6150-114	c/o Deputy Chief Marc Loftus Greater Cook Cty I	01/13/2021	50.00
100-12-123-6145-202	Illinois Public Safety Agency Network	12/01/2020	66.00
100-12-124-6150-114	Thomson Reuters-West	01/01/2021	367.86
	Police Department		833.86



Account Number	Vendor	Invoice Date	Amount
100-21-211-6140-102	FED EX	12/30/2020	26.00
100-21-211-6120-300	Elmhurst Occupational Health	12/31/2020	65.00
100-21-211-6140-104	Office 8	01/14/2021	244.93
100-21-211-6140-104	Quill	12/23/2020	45.83
100-21-211-6140-104	Quill	12/28/2020	9.74
100-21-211-6140-110	Forest Printing	01/05/2021	890.02
100-21-211-6140-140	Quill	12/23/2020	36.08
100-21-211-6150-116	NIU Center for Governmental Studies ILLINOIS	01/13/2021	50.00
100-00-000-1201-001	Illinois Counties Risk Management Trust	12/08/2020	75,028.00
100-00-000-1201-001	Illinois Counties Risk Management Trust	12/08/2020	54,928.00
100-21-211-6160-001	Illinois Counties Risk Management Trust	01/02/2021	4,858.16
100-21-211-6160-001	Illinois Counties Risk Management Trust	01/02/2021	833.42
100-21-211-6160-001	Illinois Counties Risk Management Trust	01/02/2021	1,450.77
100-21-211-6160-001	Illinois Counties Risk Management Trust	01/02/2021	215.00
100-21-211-6160-001	Illinois Counties Risk Management Trust	01/02/2021	2,756.00
100-21-211-6160-001	Illinois Counties Risk Management Trust	01/02/2021	5,883.26
100-21-211-6191-001	POLICE PENSION FUND	01/11/2021	2,223.04
100-21-211-6191-002	Firefighters Pension Fund	01/11/2021	2,420.86
100-22-221-6310-201	Mckesson Medical	11/05/2020	717.06
100-22-221-6310-201	Mckesson Medical	11/06/2020	193.59
100-22-221-6310-201	Mckesson Medical	11/06/2020	481.96
100-22-221-6310-201	Mckesson Medical	11/10/2020	728.91
100-22-221-6310-201	Mckesson Medical	12/14/2020	-424.97
100-22-221-6310-201	Mckesson Medical	01/06/2021	170.44
100-22-221-6320-310	Christopher Burke Engineering LTD	01/06/2021	3,339.13
Accounts & Finance (Clerks Office)			157,170.23



Account Number	Vendor	Invoice Date	Amount
100-30-301-7000-040	Witmer Public Safety Group	01/01/2021	48.82
100-30-302-6145-105	Mark Maylath	12/29/2020	79.99
100-30-302-6145-105	VCG Uniform	12/31/2020	145.10
100-30-302-6145-105	VCG Uniform	12/31/2020	129.35
100-30-302-6145-105	VCG Uniform	12/31/2020	100.80
100-30-303-6100-161	Paramedic Services of Illinois	01/05/2021	102.04
100-30-303-6145-300	Mckesson Medical	08/31/2020	7.03
100-30-303-6145-300	Mckesson Medical	12/31/2020	21.47
100-30-303-6145-300	Praxair Distribution INC	12/30/2020	32.95
100-30-303-6145-300	Praxair Distribution INC	12/31/2020	149.58
Accounts & Finance (Fire Department)			817.13



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Raymond Traynor	01/12/2021	720.00
100-40-402-6141-003	Christopher Burke Engineering LTD	01/06/2021	181.21
100-40-402-6141-003	Christopher Burke Engineering LTD	01/06/2021	308.00
100-40-402-6141-003	Christopher Burke Engineering LTD	01/06/2021	582.00
100-40-402-6141-003	Christopher Burke Engineering LTD	01/06/2021	488.00
100-40-402-6141-003	Christopher Burke Engineering LTD	01/06/2021	488.00
100-40-402-6141-003	Christopher Burke Engineering LTD	01/06/2021	488.00
100-40-402-6141-003	Christopher Burke Engineering LTD	01/06/2021	488.00
100-40-402-6141-003	Christopher Burke Engineering LTD	01/06/2021	364.00
100-40-402-6150-232	B&F Construction Code Service	01/06/2021	1,626.80
100-40-402-6150-232	B&F Construction Code Service	01/08/2021	430.00
100-40-402-6150-232	Elevator Inspection Services	01/07/2021	150.00
100-40-410-6150-112	Julie Inc.	01/06/2021	1,881.90
Department of Health & Safety			8,195.91



Account Number	Vendor	Invoice Date	Amount
100-50-502-6185-106	Cargill Salt Road Safety	12/30/2020	2,402.18
100-50-502-6185-110	Traffic Control & Protection	12/30/2020	562.50
100-50-502-6185-110	Traffic Control & Protection	12/30/2020	185.70
100-50-502-6185-112	Republic Services #551	12/15/2020	721.00
100-50-502-6185-112	Republic Services #551	12/15/2020	294.00
100-50-502-6185-501	Republic Services #551	12/15/2020	35,741.88
100-50-502-6185-501	Republic Services #551	12/15/2020	3,813.18
100-50-502-6185-502	Republic Services #551	12/15/2020	22,842.16
100-50-502-6185-502	Republic Services #551	12/15/2020	13,711.29
100-50-502-6185-503	Republic Services #551	12/15/2020	3,413.76
100-50-502-6185-503	Republic Services #551	12/15/2020	363.68
100-50-502-6185-505	West Cook County Solid Waste	12/31/2020	19,161.51
	Street Department		103,212.84



Account Number	Vendor	Invoice Date	Amount
100-55-552-6145-100	Steve Brhel	01/05/2021	76.64
100-55-552-6145-100	Vito Gabino	12/28/2020	91.76
100-55-552-6180-114	McAdam Landscaping	12/15/2020	2,099.76
100-55-553-6180-150	Lyons Pinner Electric Co	12/23/2020	2,955.17
100-55-553-6180-150	Lyons Pinner Electric Co	12/23/2020	3,709.47
100-55-553-6180-150	Lyons Pinner Electric Co	12/23/2020	560.00
100-55-553-6180-150	Lyons Pinner Electric Co	12/27/2020	376.46
100-55-553-6180-150	Lyons Pinner Electric Co	12/27/2020	1,348.90
100-55-553-6180-152	Lyons Pinner Electric Co	12/27/2020	595.00
100-55-553-6180-160	AEP Energy	12/03/2020	3,522.96
100-55-555-6180-100	Hick's Vacuum	12/31/2020	115.25
100-55-555-6180-100	Quill	12/23/2020	85.78
100-55-555-6180-100	Quill	12/28/2020	58.51
100-55-555-6180-100	West Town Refrigeration	12/22/2020	465.00
100-55-555-6180-110	Comcast	01/02/2021	50.40
100-55-555-6180-130	Comcast	01/01/2021	374.03
100-55-560-6180-175	Duncan Parking Technologies	12/30/2020	357.00
100-55-570-6155-101	Mohr Oil Company	12/24/2020	6,602.70
100-55-570-6155-106	CCP INDUSTRIES INC.	12/24/2020	109.53
100-55-570-6155-106	Chicago Parts and Sound LLC	01/06/2021	485.28
100-55-570-6155-106	Fire Service Inc	08/17/2020	356.39
100-55-570-6155-106	Fire Service Inc	12/21/2020	760.59
100-55-570-6155-106	Fleet Safety Supply	12/23/2020	174.25
100-55-570-6155-106	Factory Motor Parts Co	12/11/2020	-224.57
100-55-570-6155-106	Factory Motor Parts Co	12/16/2020	-135.03
100-55-570-6155-106	Factory Motor Parts Co	12/28/2020	122.85
100-55-570-6155-106	Factory Motor Parts Co	12/28/2020	399.90
100-55-570-6155-106	Factory Motor Parts Co	12/28/2020	311.22
100-55-570-6155-106	Factory Motor Parts Co	12/31/2020	-27.23
100-55-570-6155-106	Lindco Equipment Sales Inc.	12/30/2020	34.76
100-55-570-6155-106	Praxair Distribution INC	12/22/2020	150.80
100-55-570-6155-106	Standard Equipment Co.	12/18/2020	363.75
100-55-570-6155-106	Standard Equipment Co.	12/22/2020	60.69
100-55-570-6155-106	Standard Equipment Co.	12/22/2020	22.00
100-55-570-6155-110	Palmer Packaging Inc	12/23/2020	379.00
100-55-570-6155-110	Palmer Packaging Inc	12/23/2020	239.00
100-55-570-6155-112	Commercial Tire Service	12/08/2020	48.00
100-55-570-6155-112	D & K Truck Safety Lanes	12/31/2020	80.00
100-55-570-6155-112	Illinois Communications Sales Inc.	12/23/2020	350.00
100-55-570-6155-202	Berwyn Garage	12/29/2020	157.62
100-55-570-6155-202	Berwyn Garage	12/31/2020	2,252.31

Public Property

29,915.90



Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	Caliber Collision	11/20/2020	4,828.05
230-00-000-6900-230	Case Lots Inc	01/06/2021	199.60
230-00-000-6900-230	J.G. UNIFORMS INC	12/22/2020	195.06
230-00-000-6900-230	J.G. UNIFORMS INC	12/23/2020	180.00
Seizure			5,402.71



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Kendall County Sheriffs Office	01/08/2021	500.00
232-00-000-6900-232	Motorola Solutions StarCom21 Network	01/01/2021	110.00
232-00-000-6900-232	Quill	12/23/2020	356.96
232-00-000-6900-232	Techno Consulting Inc	01/01/2021	300.00
232-00-000-6900-232	Vigilant Solutions LLC	01/03/2021	3,050.00
Federal Customs			4,316.96



Account Number	Vendor	Invoice Date	Amount
302-00-000-6185-700	Christopher Burke Engineering LTD	01/06/2021	3,572.00
302-00-000-6185-700	Christopher Burke Engineering LTD	01/06/2021	885.75
304-00-000-6100-100	Storino Ramello & Durkin	01/01/2021	237.50
304-00-000-6185-700	Christopher Burke Engineering LTD	01/06/2021	885.75
TIF			5,581.00



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-105	Christopher Burke Engineering LTD	01/06/2021	233.00
312-00-000-6100-105	Christopher Burke Engineering LTD	01/06/2021	1,379.25
312-00-000-7000-312	K-Five	12/15/2020	290.00
312-00-000-7000-312	K-Five	12/22/2020	290.00
VIP			2,192.25



Account Number	Vendor	Invoice Date	Amount
501-00-000-2500-001	Illinois Environmental Protection Agency	01/13/2021	177,514.28
501-80-800-6150-154	Constellation Energy Services Inc	11/30/2020	2,359.62
501-80-800-6150-154	Constellation Energy Services Inc	12/11/2020	304.52
501-80-800-6310-001	Illinois Environmental Protection Agency	01/13/2021	12,193.10
501-80-800-6800-100	City of Chicago	01/08/2021	162,991.46
501-80-800-6800-111	Suburban Laboratories Inc	12/31/2020	187.50
501-80-800-6800-152	Core & Main LP	12/29/2020	290.00
501-80-800-7000-040	Christopher Burke Engineering LTD	01/06/2021	170.00
501-80-800-7000-050	Christopher Burke Engineering LTD	01/06/2021	14,180.00
Water Department			370,190.48

RESOLUTION NO. R -07-21

**A RESOLUTION HONORING VILLAGE ADMINISTRATOR TIMOTHY E. GILLIAN
UPON HIS RETIREMENT FROM
THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

WHEREAS, Timothy E. Gillian served the Village of Forest Park as an Elected Official for twelve years with his term ending in May 2007. Tim held the positions of Commissioner of Streets and Public Improvements and Commissioner of Accounts and Finance; and

WHEREAS, Tim was hired for the position of Village Administrator in September 2009, serving as the Chief Administrative Officer with oversight of seven departments, over one hundred seventy-five employees, and an operating budget over four hundred million dollars; and

WHEREAS, Tim negotiated fair contracts with five collective bargaining units, maintenance agreements, and vendor contracts with sound financial management to best serve the community and employees; and

WHEREAS, under Tim's leadership, programs such as electric aggregation, flood proofing assistance, and electronic recycling events were implemented; and

WHEREAS, under Tim's supervision, a long term capital infrastructure plan was developed. As Village Administrator, over forty two million dollars of capital improvements were constructed consisting of three miles of watermain, fourteen miles of roadway, and five miles of alley improvements. Streetscape projects include Jackson Boulevard, Harvard Street, Madison Street, Roosevelt Road, and Brown Street, and the installation of LED streetlights; and

WHEREAS, Tim's involvement in the Village wide stormwater and sewer separation study identified infrastructure needs to mitigate flooding. The Circle Avenue Sewer Separation project completed in 2020 was the landmark project. This study led to the creation of a revenue source that will provide funding for future projects; and

WHEREAS, Tim pursued and obtained funding resources to continue Village improvements, such as the additional one half percent referendum in 2013 from local sales taxes to support infrastructure upgrades in the Village Improvement Program (VIP); creation of the Roosevelt Road TIF to encourage business growth and enhancements of the corridor; and

WHEREAS, Tim sought grant funding through Federal, State, and Local sources for all major construction projects, green infrastructure, capital assets, economic development, housing issues, beautification projects, and community improvement. Plans such as the Active Transportation Plan and Comprehensive Plan were developed, and intergovernmental agreements with surrounding communities and transportation providers were established and continue; and

WHEREAS, Tim collaborated with Village Council and residents to establish the First Responder Memorial at the Circle and Randolph Park as testament to the Forest Park Police Officers and Firefighters who lost their lives in the line of duty, and

WHEREAS, Tim managed the coordination of state mandated consolidated dispatch and served as board member on West Suburban Consolidated Dispatch to ensure the continued safety and fiscal oversight for the Village of Forest Park; and

WHEREAS, Tim calmly led Village staff through the state of emergency caused by a pandemic and faced the challenges head on. He negotiated with labor unions, financial institutions, and sought all possible savings to maintain operations and provide guidance for the health and well-being of the entire community; and

WHEREAS, Tim partnered with the Park District of Forest Park to transfer the upgrade and maintenance of the Village owned parks to the Park District to enhance and beautify the green space within the community; and

WHEREAS, the Gillian family's roots in Forest Park go back over one hundred years. Growing up, Tim helped at his father's newsstand at Madison Street and Des Plaines Avenue, and worked at Moran's gas station after school. He attended Proviso East High School, and has been married to his high school prom date, Dorothy Gillian, for forty three years. Their family has grown to include three children, their children's spouses, and four grandchildren. Tim still lives in Forest Park and continues to enjoy the town he loves by participating in many Forest Park events - most notably the St. Patrick's Day Parade - and supporting local businesses and organizations; and

WHEREAS, through his passion for flying and his love for our country, Tim honors the great sacrifices of U.S. Veterans. Tim touches the lives of countless veterans and their families by organizing the International Osh Kosh Air Venture flying event and the TBM Avenger Reunion, speaking with veterans at the hundreds of air shows he has attended, and participating in funeral flyovers. He keeps the history of aviation alive by sharing his immense knowledge of Warbirds and WWII planes, instilling a love of flying in his children and grandchildren, and working as an instructor and museum tour guide; and

WHEREAS, Tim has helped organize Cystic Fibrosis fundraisers which have raised over half a million dollars. This funding has contributed to research that was instrumental in developing new treatments that have brought renewed life and breath to his daughter, Anna, and others living with CF; and

WHEREAS, Tim's involvement in the Aquanuts Water Shows has earned him the title of 5th Best Boat Driver in the Nation; and

WHEREAS, those lucky enough to have Tim in their lives describe him as a devoted family man, a faithful friend, an enthusiastic community member, a dedicated mentor, a trusted confidant, a natural leader, an attentive listener, and is famous for always finding more golf balls than he lost. He is a generous spirit who treats every person with kindness and respect. Tim's infectious passion and zest for life makes the world a brighter place.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Village of Forest Park, Cook County, Illinois as follows:

That the Mayor and Village Council, for its members and all the residents of the Village of Forest Park, extend to Timothy E. Gillian sincere gratitude for his professional, dedicated, and productive service to the Village of Forest Park and congratulate Tim upon his retirement. The Village of Forest Park appreciates his contributions to the community, and wishes Tim and his family many years of health and happiness.

FURTHER RESOLVED that this Resolution be spread in full upon the minutes of the proceedings of the Council, and a suitable copy hereof be presented to Timothy E. Gillian with the heartfelt thanks of the Village and sincere appreciation for his many years of service.

ADOPTED by the Mayor and Village Council of the Village of Forest Park, Cook County, Illinois this 25th day of January, A.D. 2021.

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM

Rory E. Hoskins
MAYOR

517 DESPLAINES AVENUE

FOREST PARK, IL 60130

PH: 708-366-2323

FAX: 708-488-0361

www.forestpark.net

Daniel Novak

COMMISSIONER
ACCOUNTS & FINANCE

Ryan Nero

COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd

COMMISSIONER
PUBLIC PROPERTY

Joseph Byrnes

COMMISSIONER
PUBLIC HEALTH & SAFETY

Timothy E. Gillian

VILLAGE ADMINISTRATOR

Vanessa Moritz

VILLAGE CLERK

January 15, 2021

Nicholas Peppers
Storino, Ramello & Durkin
9501 West Devon Avenue
Rosemont, IL 60018

Dear Mr. Peppers,

I have reviewed the bank account associated with the General Obligation Refunding Bond (Alternate Revenue Source) Series 2012 of the Village of Forest Park. The cash balance from The Illinois Funds NHR Sales Tax account is \$1,555,650.18 as of December 31, 2020.

Principal and interest debt service requirements payable in June and December of 2021 are:

Series 2012 Bond

\$ 712,950.00

Therefore, the cash balance is sufficient to pay the 2021 debt obligation of \$712,950.00 and the tax levy for Tax Year 2020 can be abated.

Sincerely,

Letitia Olmsted
Finance Director

cc: Timothy Gillian, Village Administrator
Phil McKenna, Kane, McKenna and Associates
Brian Baugh, Storino, Ramello and Durkin

DEBT SERVICE SCHEDULE
AMALGAMATED BANK OF CHICAGO
Effective: 02/07/2013

Page 1

ISSUER: VILLAGE OF FOREST PARK SER 2012 5089

Pay#	Date	Interest	Principal	Balance
1	06/01/2013	83,696.66	0.00	6,745,000.00
2	12/01/2013	89,675.00	20,000.00	6,725,000.00
3	06/01/2014	89,475.00	0.00	6,725,000.00
4	12/01/2014	89,475.00	75,000.00	6,650,000.00
5	06/01/2015	88,725.00	0.00	6,650,000.00
6	12/01/2015	88,725.00	535,000.00	6,115,000.00
7	06/01/2016	83,375.00	0.00	6,115,000.00
8	12/01/2016	83,375.00	550,000.00	5,565,000.00
9	06/01/2017	77,875.00	0.00	5,565,000.00
10	12/01/2017	77,875.00	555,000.00	5,010,000.00
11	06/01/2018	72,325.00	0.00	5,010,000.00
12	12/01/2018	72,325.00	565,000.00	4,445,000.00
13	06/01/2019	66,675.00	0.00	4,445,000.00
14	12/01/2019	66,675.00	580,000.00	3,865,000.00
15	06/01/2020	57,975.00	0.00	3,865,000.00
16	12/01/2020	57,975.00	600,000.00	3,265,000.00
17	06/01/2021	48,975.00	0.00	3,265,000.00
18	12/01/2021	48,975.00	615,000.00	2,650,000.00
19	06/01/2022	39,750.00	0.00	2,650,000.00
20	12/01/2022	39,750.00	635,000.00	2,015,000.00
21	06/01/2023	30,225.00	0.00	2,015,000.00
22	12/01/2023	30,225.00	650,000.00	1,365,000.00
23	06/01/2024	20,475.00	0.00	1,365,000.00
24	12/01/2024	20,475.00	675,000.00	690,000.00
25	06/01/2025	10,350.00	0.00	690,000.00
26	12/01/2025	10,350.00	690,000.00	0.00
Total:		1,545,771.66	6,745,000.00	

Report Run On 2/7/2013 At 4:06pm By FELIPE MENDOZA

ORDINANCE NO. O-_____-21

**AN ORDINANCE ABATING THE TAX HERETOFORE
LEVIED FOR THE YEAR 2020 TO PAY THE PRINCIPAL OF
AND INTEREST ON THE VILLAGE'S \$6,745,000 GENERAL
OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE),
SERIES 2012, OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

WHEREAS, the Mayor and Council (the "Corporate Authorities") of the Village of Forest Park, Cook County, Illinois (the "Village"), by Ordinance Number O-28-12 adopted on the 26th day of November 2012 (the "Ordinance"), did provide for the issue of the Village's \$6,745,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012 (the "Bonds"), and the levy of a direct annual tax, pursuant to a Bond Order and Notification of Sale, dated December 5, 2012, sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village has sufficient funds on hand to pay the principal and interest on the Bonds next due and owing; and

WHEREAS, levies have been made on the taxable property in the Village of Forest Park and are now on file with the County Clerk and will result in the receipt of taxes in the anticipated amount of not less than \$712,950.00; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2020 (and collectible in 2021) to pay the principal of and interest on the Bonds be abated.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Forest Park, Cook County, Illinois as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

Section 2. Abatement of Tax. The tax heretofore levied for the year 2020 (and collectible in 2021) in the Ordinance is hereby abated in its entirety in the amount of \$712,950.00.

Section 3. Filing of Ordinance. Forthwith upon the adoption of this ordinance, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerk of the County of Cook, Illinois; and it shall be the duty of said County Clerk to abate said tax levied for the year 2020 (and collectible in 2021) in accordance with the provisions hereof.

Section 4. Effective Date. This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

Rory E. Hoskins, Mayor

PASSED: This 25th day of January, 2021.

APPROVED: This 25th day of January, 2021.

PUBLISHED: This 25th day of January, 2021.

ATTEST:

Vanessa Moritz, Village Clerk

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF FOREST PARK
AND THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE
AND ECONOMIC OPPORTUNITY, FOR THE ENGINEERING
OVERSIGHT AND DEMOLITION COSTS FOR THE DEMOLITION
OF CERTAIN DETERIORATED ALTENHEIM STRUCTURES**

WHEREAS, the Village of Forest Park (“Village”) and the State of Illinois, Department of Commerce and Economic Opportunity (“DCEO”), are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified in 5 ILCS 220/1 *et seq.*, and are authorized by said Act and Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements; and

WHEREAS, the Village and DCEO are committed to supporting the growth and economic vitality of communities, including the Village, by promoting strategic partnerships and investments in development; and

WHEREAS, DCEO has agreed to award the Village up to Seven Hundred Fifty Thousand Dollars (\$750,000.00) (“Grant”) for the design, bidding assistance, oversight and demolition costs for the demolition of certain deteriorated Altenheim structures currently on Village-owned property (the “Project”); and

WHEREAS, the Village and DCEO desire to determine and establish their respective rights, duties, responsibilities and obligations for the Grant to accomplish the Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. That certain “Intergovernmental Grant Agreement” by and between the Village and DCEO for the design, bidding assistance, oversight and demolition costs for the Project in the Village (“IGA”), a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 3. The Village authorizes acceptance of, and further agrees to use the funds received, pursuant to the IGA, and that any required Village expenditure, if any, under the IGA, be approved.

Section 4. The Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the IGA in substantially the form attached hereto as Exhibit A with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of approval of such changes.

Section 5. The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby under the IGA and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any documents required to be delivered in connection with the IGA.

Section 6. This Resolution shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 25th day of January, 2021.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED by me this 25th day of January, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
And published in pamphlet form
This _____ day of January, 2021.

Vanessa Moritz, Village Clerk

EXHIBIT “A”

INTERGOVERNMENTAL GRANT AGREEMENT

INTER-GOVERNMENTAL GRANT AGREEMENT



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

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at **500 E Monroe St, Springfield, IL 62701**, and Village of Forest Park (Grantee), with its principal office at **517 DES PLAINES AVE, Forest Park, IL 60130-1801**, and payment address (if different than principal office) at **N/A**, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS RECITALS

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

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

ARTICLE I AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **076891365** is Grantee's correct DUNS Number, that **N/A** is Grantee's correct UEI, if applicable, that **366005875** is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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 **\$750,000.00** of which **\$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

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

State of Illinois

Assistance (CFDA) Name is **N/A** and Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758. The State Award Identification Number is 1758-24098.

1.4. Term. This Agreement shall be effective on **11/01/2020** and shall expire on **10/31/2022**, unless terminated pursuant to this Agreement.

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

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

**ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY**

VILLAGE OF FOREST PARK

By: _____
Signature of Erin B. Guthrie, Director

By: _____
Signature of Authorized Representative

Date: _____

By: _____
Signature of Designee

Printed Name: Rory Hoskins

Date: _____

Printed Title: Mayor

Printed Name: _____

Email: mayorhoskins@forestpark.net

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

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

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

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

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

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

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

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

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

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the state of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

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

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

ARTICLE IV PAYMENT

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

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

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

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

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

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

4.6. Interest.

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

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

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

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

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

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

State of Illinois

before Grantor gives written approval. See 2 CFR 200.308.

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

ARTICLE VI BUDGET

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

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

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

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

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

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

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

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

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

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

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

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

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

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

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

ARTICLE XV

AUDIT REQUIREMENTS

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

15.2. Consolidated Year-End Financial Reports.

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

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

- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

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

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

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

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

15.3. Audit Requirements.

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

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

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

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

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

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

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

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

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

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

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

ARTICLE XVIII NOTICE OF CHANGE

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

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

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

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

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

**ARTICLE XIX
STRUCTURAL REORGANIZATION**

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

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI
CONFLICT OF INTEREST**

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

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

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

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

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

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

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

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

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

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV INSURANCE

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

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

ARTICLE XXV LAWSUITS

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

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

ARTICLE XXVI MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

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

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

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing essential public services to residents of the Village of Forest Park, IL.

This Grant-funded project will include the demolition of four deteriorated structures at the Grantee-owned Altenheim Property, located at the intersection of Madison and Van Buren Streets in Forest Park, IL. The structures to undergo demolition will include a two-floor chapel which is approximately 2,250 sq. ft. per floor; an approximately 6,700 sq. feet one-floor cafeteria ; four-floors of designated building 'D' which is approximately 4,800 sq. ft. per floor; and three-floors of designated building 'G' which is 12,075 sq. ft. per floor . Grant funds will include bondable items such as: design, bidding assistance, construction oversight, the complete demolition of the aforementioned 4 building structures, and site restoration. Once the demolition is completed, the Grantee will prepare the site for a future mix-use that will consist of residential, commercial, and green space, to be paid via other funding sources.

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

- **Design/Engineering** - to include costs associated with the preparation of plans, specifications, bidding assistance and estimates needed to ensure project is completed in accordance to Grant requirements.
- **Construction Management/Oversight** – to include costs associated with hiring a consultant engineer to perform oversight and inspection of the work to ensure conformance with the demolition plans.
- **Excavation/Site Prep/Demo** – to include costs associated with the complete building demolition in conformance with the plans and other state and local requirements. Upon completion, the site(s) will be restored by leveling with dirt and planting grass seed.

This project will benefit the public by removing buildings that have led to vandalism, drug usage, and injuries from squatters and inquisitive children. By removing these uninhabitable buildings, it will remove unwanted persons and activity from the area that is otherwise occupied by senior citizens. The project will also assist the Village with a plan for a future mix-use site that will benefit the community.

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 \$750,000.00 under this Agreement.

Enter specific terms of payment here:

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

Variable Advance/Remainder based on cash needs/reimbursement (25% Advance)

The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

Pre-Award Costs

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

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

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

GRANTOR CONTACT

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

GRANTEE CONTACT

Name: James Amelio
 Title: Consulting Engineer
 Address: 517 DES PLAINES AVE
 Forest Park, IL 60130-1801
 Phone: 847-823-0500
 TTY#: N/A
 Fax#: 847-823-0520
 Email Address: jamelio@cbbel.com
 Additional Information:

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

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

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

Address: 500 E Monroe St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

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

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

EXHIBIT F

PERFORMANCE STANDARDS

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

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

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:

ICQ Section:	06 - Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Timeframe:	When corrective action is complete.

There were no conditions resulting from the Merit-Based Review.

Programmatic Risk Assessment (PRAQ)

PRAQ Section:	02b - History of Performance, External:
Conditions:	Grantee must report performance data for the sub-grantee/sub-recipient/sub-award plus, report on sub-grantee/subrecipient/sub-award project monitoring.
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. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXXI ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII ADDITIONAL REPRESENTATIONS AND WARRANTIES

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.7, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.7.

ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the

sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Award or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXV ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

ARTICLE XXXVI ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

ARTICLE XXXVII APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information.

Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. **Compliance With Applicable Law.** The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

39.4. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

ARTICLE XL REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

February 2021

- Quarterly Periodic Financial Report (02/01/2021) - Covering Period of 11/01/2020 - 12/31/2020; Send To: Grant Manager
- Quarterly Periodic Performance Report (02/01/2021) - Covering Period of 11/01/2020 - 12/31/2020; Send To: Grant Manager

April 2021

- Quarterly Periodic Financial Report (04/30/2021) - Covering Period of 01/01/2021 - 03/31/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2021) - Covering Period of 01/01/2021 - 03/31/2021; Send To: Grant Manager

July 2021

- Quarterly Periodic Financial Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager

November 2021

- Quarterly Periodic Financial Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager

January 2022

- Quarterly Periodic Financial Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager

- Quarterly Periodic Performance Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager

May 2022

- Quarterly Periodic Financial Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager

August 2022

- Quarterly Periodic Financial Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager

October 2022

- Quarterly Periodic Financial Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager

November 2022

- Quarterly Periodic Financial Report (11/30/2022) - Covering Period of 10/01/2022 - 10/31/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/30/2022) - Covering Period of 10/01/2022 - 10/31/2022; Send To: Grant Manager

December 2022

- End of grant Closeout Financial Report (12/15/2022) - Covering Period of 11/01/2020 - 10/31/2022; Send To: Grant Manager
- End of grant Closeout Performance Report (12/15/2022) - Covering Period of 11/01/2020 - 10/31/2022; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS**

41.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
<u>X</u>	Illinois State Historic Preservation Office	<u> </u>	<u>X</u>
<u> </u>	Illinois Dept. of Agriculture	<u> </u>	<u> </u>
<u>X</u>	Illinois Dept. of Natural Resources	<u>X</u>	<u> </u>
<u> </u>	Illinois Environmental Protection Agency	<u> </u>	<u> </u>
<u> </u>	NONE APPLICABLE	<u> </u>	<u> </u>

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual,

legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

- d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

41.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

41.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

41.6. Compliance with Business Enterprise Program. Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

41.7 Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or

State of Illinois

improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

**ARTICLE XLII
BOND FUNDED GENERAL GRANT PROVISIONS**

42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2021
Grantee:	Village of Forest Park	DUNS Number:	76891365
NOFO Number:		Grant Number:	20-203228
CSFA Description:			

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested	\$750,000.00	
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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	\$750,000.00	
1205 DESIGN/ENGINEERING		\$7,500.00
1221 CONSTRUCTION MGMT & OVERSIGHT		\$22,500.00
1225 EXCAVATION/SITE PREP/DEMO		\$720,000.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$750,000.00	\$750,000.00
17. Total Indirect Costs (200.414)		
Rate: <input style="width: 50px;" type="text"/> %		
Base: <input style="width: 250px;" type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$750,000.00	\$750,000.00

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 your 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.
- Rate: %
- 5) ☐ No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

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: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

RESOLUTION NO. R-_____-21

**RESOLUTION AUTHORIZING THE EXECUTION OF
PAY REQUEST #5 FOR THE 2020 CIRCLE AVENUE SEWER SEPARATION
IMPROVEMENTS PROJECT TO SWALLOW CONSTRUCTION CORP.**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the 2020 Circle Avenue Sewer Separation Improvements Project ("Project") to Swallow Construction Corp. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #5 for completed work to date under the Project, a copy of which is attached hereto As Exhibit A and made a part hereof; and

WHEREAS, the Pay Request #5 has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for certain services performed under the Project, pursuant to the Pay Request #5; and

WHEREAS, the Village will be obligated to make a payment on Pay Request #5 to Contractor in the amount of Six Hundred Thousand Seven Hundred Ninety-Three and 72/100 Dollars (\$600,793.72); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #5 to Contractor under the contract for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The Council of the Village hereby approves Pay Request #5 to Contractor in the amount of Six Hundred Thousand Seven Hundred Ninety-Three and 72/100 Dollars (\$600,793.72) under the contract for the Project with Contractor.

Section 2. The Village Clerk is directed to attest to the Mayor's signature on any and all documents, as necessary.

Section 3. This Resolution shall be in full force and effect upon its passage and adoption in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 25th day of January, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 25th day of January, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of January, 2021.

Vanessa Moritz, Clerk

EXHIBIT A

SWALLOW CONSTRUCTION CORP. PAY REQUEST #5



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

December 30, 2020

Village of Forest Park
Department of Public Works
7343 W. 15th Street
Forest Park, IL 60130

Attention: John Doss
Director of Public Works

Subject: Circle Avenue Sewer Separation Improvements
Pay Request #5
(CBBEL Project No. R000023.C0088)

Dear Mr. Doss:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #5 submitted by Swallow Construction Corp. in the amount of **\$600,793.72** for the work completed so far. The payment will be:

1.	Contract Amount	\$	3,550,474.10
2.	Work Completed to Date	\$	3,326,436.02
3.	Less Previous Payments	\$	2,625,849.22
4.	Less Retainage (3%)	\$	99,793.08
5.	Amount Due	\$	600,793.72

We recommend payment in the amount of **\$600,793.72** to Swallow Construction Corp.

Please find enclosed the invoice, waivers of lien and certified payrolls. If you have any questions or concerns, please contact me at (224) 275-0030.

Sincerely,

Brad S. Bahn
Construction Engineer

RESOLUTION NO. R-_____-21

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF THE AT&T DEDICATED INTERNET PRICING
SCHEDULE FOR INTERNET ACCESS SERVICES BY AND
BETWEEN AT&T AND THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the Village of Forest Park (the "Village") has existing agreements with AT&T to coordinate and provide internet access services for Village operations; and

WHEREAS, AT&T has developed and submitted to the Village negotiated discount service rates for dedicated internet access services, pursuant to and as provided for on the AT&T Dedicated Internet Pricing Schedule, attached as Exhibit A hereto and made a part hereof ("Internet Pricing Schedule"); and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village to approve and authorize the Internet Pricing Schedule with AT&T for internet access services to be provided by AT&T for Village operations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Village Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The Internet Pricing Schedule, attached hereto as Exhibit A, is hereby approved.

Section 3. The Mayor, or his designee, be and is hereby authorized to execute the Internet Pricing Schedule, as attached hereto as and made a part hereof as Exhibit A.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

RESOLVED this 25th day of January, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 25th day of January, 2021.

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT "A"
AT&T DEDICATED INTERNET PRICING SCHEDULE



Sales Contact Information
MARTYNOWSKI; JOHN
217-303-4804
jm7719@att.com

eSign Fax Cover Sheet Contract Id: 7822047

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 9
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 7822047
 - II. All Pages stamped with Contract Id: 7822047
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2273010
Contract Id: 7822047


**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Customer	AT&T
VILLAGE OF FOREST PK Street Address: 517 DES PLAINES AVE City: FOREST PARK State/Province: IL Zip Code: 601301800 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Bradley Gordon Title: IT Director Street Address: 517 DES PLAINES AV RM TELCO City: FOR PK State/Province: IL Zip Code: 60130 Country: United States Telephone: 7088604725 Email: bgordon@forestpark.net	Name: John Martynowski Street Address: 555 S COOK ST City: SPRINGFIELD State/Province: IL Zip Code: 62703 Country: United States Telephone: 8478488884 Email: jm7719@att.com Sales/Branch Manager: DAN P MASTERS SCVP Name: DAN P MASTERS Sales Strata: Retail Sales Region: MW <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and shall become effective when signed by authorized representatives of both parties ("Effective Date").

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

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 ASAP!

 MIS Standard 2014 Rate Plan
 ROME ID 1-ESEW4C8
 MP618D 01.11.2020 SR: 1-ET8C6XB RLR: 1048085v1

 PS ADI REPLACEMENT 12/14/2020
 AT&T Solution No. FMO610143623993

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

This Pricing Schedule shall replace and supersede in its/their entirety the following AT&T Dedicated Internet ("ADI"), Service Order Attachment(s) and/or Pricing Schedule(s) between AT&T and Customer:

MIS1603575	
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1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term *	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

4. SERVICE OR SERVICE COMPONENT WITHDRAWAL

AT&T may discontinue a Service or Service Component as provided in the applicable Service Guide and in the case of a Service or Service Component that is supplied to AT&T by a third party service provider upon thirty (30) days written notice.

5. RESALE OF SERVICES (US Mainland, and HI only)

Customer may resell the Service.

6. RATES (US Mainland, and HI only)**Section I: AT&T Dedicated Internet
Access Bandwidth -****Table 1: DNS Services**

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

AT&T and Customer Confidential Information

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MIS Standard 2014 Rate Plan
ROME ID 1-ESEW4C8
MP618D 01.11.2020 SR: 1-ET8C6XB RLR: 1048085v1

PS ADI REPLACEMENT 12/14/2020
AT&T Solution No. FMO610143623993

**AT&T DEDICATED INTERNET
PRICING SCHEDULE****Table 2: ADI and MARO Features - Installation Fees**

Discount: 0.00%

Option	Undiscounted Installation Fee List Price ADI & ADI w/Managed Router
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	\$1,000

Table 3: ADI Tele – Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI	Undiscounted ADI w/ Managed Router
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500*	\$1,500***
10 Gig Ethernet* and up	\$1,500*	\$1,500

* Service not available with MPLS PNT.

**Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

Pricing also applies to Service locations in Alaska.

Table 4: On-Site Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

* Pricing also applies to Service locations in Alaska.

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ASAP!MIS Standard 2014 Rate Plan
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AT&T Solution No. FMO610143623993

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Table 5: Flexible Bandwidth Billing Option – Ethernet*

Discount applied to ADI & ADI w/ Managed Router Discount: 80.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 80.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	ADI Undiscounted Monthly Fee	ADI with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$360
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
10 Mbps	\$268	\$396	\$198
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67

AT&T and Customer Confidential Information

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MIS Standard 2014 Rate Plan
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MP618D 01.11.2020 SR: 1-ET8C6XB RLR: 1048085v1PS ADI REPLACEMENT 12/14/2020
AT&T Solution No. FMO610143623993

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Discount applied to ADI & ADI w/ Managed Router Discount: 80.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 80.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	ADI Undiscounted Monthly Fee	ADI with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
350 Mbps	\$2,500	\$3,125	\$44.64
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
Discount applied to ADI & ADI w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees

Discount: 100.00%

Speed	Class of Service Monthly Fee – List Price** (w/ or w/out Managed Router)
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100

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AT&T Solution No. FMO610143623993

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Speed	Class of Service Monthly Fee – List Price** (w/ or w/out Managed Router)
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

* Charges waived for Sites with AT&T BVoIP Service.

**no real-time class available.

(†) Speed not available with MPLS PNT.

* Pricing also applies to Service locations in Alaska.

Table 7: Class of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees

Discount: 100.00%

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee**
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900

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MIS Standard 2014 Rate Plan
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AT&T Solution No. FMO610143623993

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee**
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service.

** Speed not available with MPLS PNT.

Pricing also applies to Service locations in Alaska.

Table 8: Class of Service Option – Aggregate Billing Option - Monthly Service Fees**

Discount: 100.00%

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee**
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

*Charges waived for Sites with AT&T BVoIP Service.

**Not available with MPLS PNT.

Table 9: Class of Service Option - Installation Fees

Discount: 100.00%

Class of Service Undiscounted Installation Fee**	\$1,000
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*Charges waived for Sites with AT&T BVoIP Service.

Pricing also applies to Service locations in Alaska.

**Table 10: ADI + NCS
Installation**

Discount: 0.00%

Feature	Undiscounted Installation Fee List Price ADI
ADI + NCS Site Preparation Fee	\$2,500

Table11: Local Access

SWC CLLI	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
OKPKILOP	517 DES PLAINES AVE, FOREST PARK, IL, US, 60130	MIS Ethernet Access 100 Mbps	\$0.00	\$550.00

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AT&T Solution No. FMO610143623993

**AT&T DEDICATED INTERNET
PRICING SCHEDULE****Section II: AT&T Business in a BoxSM****Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges****Discount: 100.00%**

Service Component / Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$70
Base Unit 24 Port	\$30
Base Unit High Bandwidth	\$75
8 Port Analog Module Add-On	\$35

* Pricing also applies to Service locations in Alaska

Table 2: On-Site Maintenance (24X7X4) Monthly Charges**Discount: 100.00%**

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$95
Base Unit 24 Port	\$35
Base Unit High Bandwidth	\$85
8 Port Analog Module Add-On	\$40

* Pricing also applies to Service locations in Alaska

Table 3: Life-Cycle Management Charges - Service Charges**Discount: 100.00%**

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price *
Additional Service	\$260
Delete Service	\$500

* Pricing also applies to Service locations in Alaska.

Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only**Discount: 100.0%**

Class of Service Monthly Service Fee	\$225*
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* Pricing also applies to Service locations in Alaska.

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AT&T Solution No. FMO610143623993

**AT&T DEDICATED INTERNET
PRICING SCHEDULE****Table 5: IP Version Change****Discount: 100.00%**

IP Version Change – Per Site, Per Occurrence	\$500*
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* Pricing also applies to Service locations in Alaska.

Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska
This is the last page of the Pricing Document.**AT&T and Customer Confidential Information**Page 9 of 9
ASAP!MIS Standard 2014 Rate Plan
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AT&T Solution No. FMO610143623993

RESOLUTION NO. R-_____-21

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF THE AT&T IP TOLL-FREE PRICING SCHEDULE
FOR LONG DISTANCE PHONE SERVICES BY AND
BETWEEN AT&T AND THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the Village of Forest Park (the "Village") has existing agreements with AT&T to coordinate and provide long distance phone services for Village operations; and

WHEREAS, AT&T has developed and submitted to the Village negotiated discount service rates for long distance phone services, pursuant to and as provided for on the AT&T IP Toll-Free Pricing Schedule, attached as Exhibit A hereto and made a part hereof ("Pricing Schedule"); and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village to approve and authorize the Pricing Schedule with AT&T for phone services to be provided by AT&T for Village operations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Village Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The Pricing Schedule, attached hereto as Exhibit A, is hereby approved.

Section 3. The Mayor, or his designee, be and is hereby authorized to execute the Pricing Schedule, as attached hereto as and made a part hereof as Exhibit A.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

RESOLVED this 25th day of January, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 25th day of January, 2021.

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT "A"
AT&T IP TOLL-FREE PRICING SCHEDULE



Sales Contact Information
MARTYNOWSKI; JOHN
217-303-4804
jm7719@att.com

eSign Fax Cover Sheet Contract Id: 7819962

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 5
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 7819962
 - II. All Pages stamped with Contract Id: 7819962
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2271544
Contract Id: 7819962


**AT&T IP TOLL-FREE
PRICING SCHEDULE**

Customer	AT&T
VILLAGE OF FOREST PK Street Address: 517 DES PLAINES AVE City: FOREST PARK State/Province: IL Zip Code: 601301800 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Bradley Gordon Title: IT Director Street Address: 517 DES PLAINES AVE City: FOREST PARK State/Province: IL Zip Code: 60130 Country: United States Telephone: 7088604725 Email: bgordon@forestpark.net	Name: JOHN MARTYNOWSKI Street Address: 2060 W ILES AVE City: SPRINGFIELD State/Province: IL Zip Code: 62704 Country: United States Telephone: 2173034804 Email: jm7719@exo.att.com Sales/Branch Manager: JAMES H GWIAZDA SCVP Name: JAMES H GWIAZDA Sales Strata: Retail Sales Region: MW <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning (i) the circumstances under which, and (ii) the non-US countries in which, emergency calling (including but not limited to E911 service or its equivalent in other countries) is not or may not be available, as stated and identified in the AT&T Business Voice over IP Services Service Guide found in the SG Library at <http://serviceguidenew.att.com>. Such circumstances include, but are not limited to, relocation of the User's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. For additional Most of World advisories, see section "Additional Terms," sub-heading "Emergency Calling Most of World".

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

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 ASAP!

 SR 1-ESDIFS3 – LN1216 – 1.7.2021 – RLR 1048085v1
 ROME ID 1-EQGZQQO

 ps_bvoip_repl v Feb 2017
 AT&T Solution No. FMO609253554038

**AT&T IP TOLL-FREE
PRICING SCHEDULE**

This Pricing Schedule shall replace and supersede in its/their entirety the following Order Attachment(s), Attachment(s), and/or Pricing Schedule(s) for AT&T Voice DNA® (US only), AT&T IP Flexible Reach, and/or AT&T IP Toll-Free, as applicable, between AT&T and Customer:

BVP1603573	
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1. SERVICES

Service	Service Publication Location
AT&T IP TOLL-FREE	http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MARC

MARC under this Pricing Schedule	None
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4. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

5. ADDITIONAL TERMS AND CONDITIONS**5.1. Emergency Calling Most of World**

<p>Emergency Calling Most of World</p> <p>At or before Service activation at a Most of World Site with outbound BVoIP calling, Customer certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing Customer access to three-digit emergency dialing services, if AT&T does not provide emergency dialing service and for as long as AT&T provides outbound BVoIP service to that Site. Customer is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. Customer agrees to indemnify and defend AT&T from and against any and all third-party claims and related loss, liability, damage and expense, arising from Customer's failure to perform Customer's obligations outlined in this Section. AT&T's provisioning of outbound BVoIP service is conditioned upon Customer's full compliance with these obligations, and failure to do so is a material breach of this Agreement.</p>

AT&T and Customer Confidential Information

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**AT&T IP TOLL-FREE
PRICING SCHEDULE**

5.2. White Pages, Yellow Pages, Directory Assistance

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.

6. RATES

Discounts are applied to the applicable Service Publication rates.

7. DISCOUNTS

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge

7.1. US DISCOUNTS

I. Common Billable Elements

Table A: Common Billable Elements (apply regardless of Underlying Transport Service)		
Item	Type of Charge	Element Discount
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	80.00%
Non-US Terminated Off-Net Calling Charge – fixed	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – mobile	Per Usage	20.00%
AT&T IP Flexible Reach Enhanced Features Package Charge	MRC, per Concurrent Call	100.00%

II. Calling Plan Discounts

7.1.1.

Table A: Calling Plan A (IP Long Distance Only)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	20.00%	Not available

7.1.2.

Table C: Calling Plan C (IP Local and IP Long Distance Bundle)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	82.00%	Not available
Telephone Number Charge	MRC, per Number	100.00%	Not available

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PRICING SCHEDULE**

7.1.3.

Table D: Calling Plan G (AT&T IP Toll-Free Only)		
Item	Type of Charge	Calling Plan Discount
AT&T IPTF Calling Plan Setup Fee	NRC, per Site	50.00%
AT&T IPTF Calling Plan Charge	MRC, per Concurrent Call	100.00%
AT&T IPTF Calling Charge – US Interstate	Usage	60.00%
AT&T IPTF Calling Charge – US Intrastate	Usage	20.00%
AT&T IPTF Calling Charge – Canada to US	Usage	20.00%
AT&T IPTF Calling Charge – US to Non-US	Usage	20.00%
AT&T IPTF Calling Charge – Canada to Non-US	Usage	20.00%
AT&T IPTF Calling Charge – Non-US to US	Usage	20.00%
International Inbound Setup	NRC, per Site	20.00%
Universal Freephone (UIFN) Fee	NRC, per UIFN Number	20.00%
International Inbound per Country Charge	MRC, per country, per Site	20.00%
Routing Arrangement (APN) Charge	MRC, per Site	20.00%

V. AT&T IP Transfer Connect Features (available for specified services only)

7.1.4.

Table A: AT&T IP Transfer Connect Features		
Item	Type of Charge	Discount
IP Courtesy Transfer	NRC	100.00%
IP Courtesy Transfer	MRC	30.00%
IP Courtesy Transfer	Per Attempt	30.00%
IP Courtesy Transfer to Non-8YY Off-Net	Usage	30.00%
IP Redirect / IP Redirect with Data Forwarding	NRC	100.00%
IP Redirect / IP Redirect with Data Forwarding	Usage	20.00%
IP InfoPack	NRC	100.00%
IP InfoPack	MRC	30.00%
IP InfoPack	Per Call	30.00%

VII. Underlying Transport Services Support Charges

7.1.5.

Table A: VoIP Module Card (AT&T MIS or AT&T MIS with MPLS PNT Transport Only)		
Item	Type of Charge	Discount
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	100.00%

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PRICING SCHEDULE**

7.1.6.

Table B: Help Desk and AT&T CPE Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Element Discount
Help Desk Service Charge (not applicable)	MRC per Site	100.00%
Equipment Setup Fee (optional)	NRC per Site	100.00%
VQM Charge (small)	MRC per Site	100.00%
VQM Charge (medium)	MRC per Site	100.00%
VQM Charge (large)	MRC per Site	100.00%
VQM Charge (xl, xlii, sxl)	MRC per Site	100.00%
VoIP Adapter – TDM, Service Establishment	NRC per Site	100.00%
VoIP Adapter – TDM	MRC per Concurrent Call per Site	20.00%
VoIP Adapter Functionality – SBC, Service Establishment	NRC per Site	100.00%
VoIP Adapter Functionality – SBC, Aggregated Router	MRC per Concurrent Call per Site	20.00%
VoIP Adapter Functionality – SBC, Integrated Router	MRC per Concurrent Call per Site	20.00%

7.1.7.

Table C: AT&T IP Flexible Reach Hardware-impacting Move/Add/Change/Delete (MACD) Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Element Discount
Concurrent Call Change Charge (only if a VQM change is also required)	NRC per occurrence	100.00%

This is the last page of the Pricing Document.

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RESOLUTION NO. R-_____-21

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF THE COMPLETELINK 2.0 RATE AND
DISCOUNT SCHEDULE FOR PHONE SERVICES BY AND
BETWEEN AT&T AND THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the Village of Forest Park (the "Village") has existing agreements with AT&T to coordinate and provide phone services for Village operations; and

WHEREAS, in order to continue to enjoy current discount rates, AT&T has developed and submitted to the Village negotiated standard service publication rates and discounts for phone services, pursuant to and as provided for on the CompleteLink 2.0 service order attached as Exhibit A hereto and made a part hereof ("Rate and Discount Schedule"); and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village to approve and authorize the Rate and Discount Schedule with AT&T for phone services to be provided by AT&T for Village operations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Village Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The Rate and Discount Schedule, attached hereto as Exhibit A, is hereby approved.

Section 3. The Mayor be and is hereby authorized to execute the Rate and Discount Schedule, as attached hereto as and made a part hereof as Exhibit A.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

Resolved this 25th day of January, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 25th day of January, 2021.

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT "A"
AT&T COMPLETELINK 2.0
SERVICE ORDER



COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

Customer	AT&T
Village of Forest Park Street Address: 517 DES PLAINES AVE City: Forest Park State/Province: IL Zip Code: 60130 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Brad Gordon Title: Director Street Address: 517 DES PLAINES AVE City: Forest Park State/Province: IL Zip Code: 60130 Country: USA Telephone: Fax: Email:	Name: John Martynowski Street Address: 555 E Cook st City: Springfield State/Province: IL Zip Code: 62703 Country: USA Telephone: 2175272704 Fax: Email: jm7719@att.com Sales/Branch Manager: MASTERS SCVP Name: Gwiazda Sales Strata: LED Sales Region: East With a copy (for Notices) to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (If applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code:	

Customer agrees to subscribe to the CompleteLink® 2.0 discount program, in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication. In the event of a change to the applicable Service Publication, such change shall be incorporated by reference herein.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only

Is this CompleteLink 2.0 associated with ABN Complete? ☐ YES ☒ NO

Sales must submit to Contract Management (CM): 1) Customer executed CSO, and 2) a duplicate of this CSO as a Word document, not a PDF file, OR an Excel list of the BTNs.

COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

1. DISCOUNT PROGRAM, SERVICE PROVIDER AND SERVICE PUBLICATION

Discount Program	CompleteLink® 2.0*
Customer must separately order services to which CompleteLink 2.0 applies.	

Service Provider (Select all that apply.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ar/index.html
<input type="checkbox"/> AT&T California	AT&T California Guidebook, including Part 9, Section 3	http://cpr.att.com/guidebook/ca/index.html
<input checked="" type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4 Section 5	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/in/index.html
<input type="checkbox"/> AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ks/index.html
<input type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mi/index.html
<input type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mo/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ok/index.html
<input type="checkbox"/> AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/tx/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/wi/index.html

2. TERM and EFFECTIVE DATES

Term:	2 years
Start Date of Term:	Upon initial implementation of Discount Program in the applicable AT&T systems
Effective Date of Rates and Discounts:	Start Date of Term
Rates Following Termination or Expiration of the Term:	Service Publication rates for Eligible services (as described in the applicable Service Publication) in effect at time of termination or expiration of the Term

3. MINIMUM ANNUAL REVENUE COMMITMENT (MARC) / MAXIMUM ANNUAL DISCOUNT

MARC* / Maximum Annual Discount	\$ 1,200 / \$ 240
* Contributory Services, as described in the applicable Service Publication, billed under BTNs in section 7 <u>before</u> the application of discounts and credits.	

COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

4. RATES and DISCOUNTS

The rates and discounts below are listed for convenience only. If there is conflict between any rate or discount below and the corresponding Service Publication rate or discount in effect on the Effective Date, the Service Publication will control.

MARC Volume Discount (applies to Eligible services and may not exceed the Maximum Annual Discount)			
1 Year Term	1 Year Term	2 Year Term	2 Year Term
2% – MARC \$1,200	6% – MARC \$50,000	3% – MARC \$1,200	7% – MARC \$50,000
2% – MARC \$3,000	7% – MARC \$75,000	3% – MARC \$3,000	8% – MARC \$75,000
3% – MARC \$7,000	8% – MARC \$100,000	4% – MARC \$7,000	9% – MARC \$100,000
4% – MARC \$12,000	8% – MARC \$125,000	5% – MARC \$12,000	9% – MARC \$125,000
4% – MARC \$18,000	9% – MARC \$150,000	5% – MARC \$18,000	10% – MARC \$150,000
5% – MARC \$25,000	10% – MARC \$200,000	6% – MARC \$25,000	11% – MARC \$200,000
5% – MARC \$35,000		6% – MARC \$35,000	

Optional Features Discount (applies to Central Office Optional Features as described in the applicable Service Publication)	Discount
	40%

Rates – IntraLATA/Local Toll Per Minutes of Use (MOU) - Intrastate (Enter only those which apply or enter N/A. NOTE: When "N/A" is selected, Discount Program discount rates for this service will not apply.)

Arkansas Select One	California Select One	Kansas Select One	Illinois \$0.054 - 2 Year
Indiana Select One	Michigan Select One	Missouri Select One	Ohio Select One
Oklahoma Select One	Texas Select One	Wisconsin Select One	

Rates – IntraLATA Long Distance Usage Per Minutes of Use (MOU) - Interstate (Enter only those which apply or enter N/A. NOTE: When "N/A" is selected, Discount Program discount rates for this service will not apply.)

Illinois \$0.115 - 2 Year	Indiana Select One	Michigan Select One	Ohio Select One	Wisconsin Select One
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Local Usage Rates/Discounts (Enter only those which apply or enter N/A. NOTE: When "N/A" is selected, Discount Program discount rates for this service will not apply.)

California	Illinois	Michigan	Ohio	Wisconsin
per minute rate:	per minute rate:	per message rate:	per message rate:	per message rate:
Zone 1 & Zone 2: Select One	Illinois Band A: \$0.016	Select One	Select One	Select One
Zone 3: Select One	Illinois Band B: \$0.034			
	Illinois Band C: Rate \$0.051 - 2 Year			

Local Usage Service Level Discount: For BTNs listed in section 7 that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks. (Does not apply to per message rate listed above.)

State	Service	Discount
Michigan	Local Usage	35%
Ohio	Local Usage	15%
Wisconsin	Local Usage	30%

COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
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Other Discounts: (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates, if available, for the service or service component will not apply.)

Arkansas Select One	California N/A	Kansas Select One	Illinois N/A
Indiana N/A	Michigan N/A	Missouri Select One	Ohio N/A
Oklahoma Select One	Texas Select One	Wisconsin N/A	

Business Access Line Rates:

State	Monthly Recurring Rate, per Line
AR, IN, KS, MO, OK, TX	\$44.00
KS - EAS	\$51.00
CA, IL, MI, OH, WI	\$33.00

5. SHORTFALL CHARGE

Shortfall Charge:	if Customer fails to meet the MARC in any completed year of the Term, the difference between the MARC and the actual billings for Contributory Services
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6. EARLY TERMINATION CHARGE

Main BTN State	Early Termination Charge
AR, CA, KS, IN, MI, MO, OH, OK, TX, WI	<p><u>With No IL BTNs</u></p> <ul style="list-style-type: none"> 50% of the unsatisfied MARC (after application of any Shortfall Charges) for the balance of the Term <p><u>With IL BTNs</u></p> <ul style="list-style-type: none"> MARC is prorated for amount of MARC Eligible Charges in IL and outside IL <ul style="list-style-type: none"> For IL BTNs, IL MARC Termination Charge; plus For non-IL BTNs, 50% of the unsatisfied MARC (prorated after application of any Shortfall Charges) for the balance of the Term
IL	<ul style="list-style-type: none"> the amount of unearned discounts for the 12-month period immediately preceding Customer's early termination ("IL MARC Termination Charge"). Unearned discounts are calculated by subtracting the discounted charges for Eligible services actually incurred during the twelve months immediately preceding termination from the discounted charges for those Eligible services that Customer would have incurred during that period under the longest CompleteLink 2.0 term for which the Customer would have actually qualified based upon the actual term of service (or Service Publication month-to-month rates for those Eligible services if the Customer would not have qualified for any CompleteLink 2.0 term)

7. BILLING TELEPHONE NUMBER (BTN) LIST

<p>Eligibility: (max. of 1,000 BTNs)</p>	<p>All BTNs listed below or in an attachment:</p> <ul style="list-style-type: none"> must be valid business lines; may not be Consolidated or Special Bill Numbers; may not include Bill-Under, Working Telephone Numbers (WTNs), Account Telephone Numbers (ATNs), Cross Reference, Pager, Cell Phone, Pay Phone, Directory Advertising, Toll Free (800, 866, etc.) or Residential Numbers are all of the BTNs intended by Customer to be included on Effective Date <p>To qualify as an Eligible or Contributory Service, a service must be billed under one of the listed BTNs or under a BTN added by Customer through Customer's AT&T Sales Contact.</p>
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BTN List follows

BTN LIST

[illegible]