



MEETING AGENDA

Village Council

Mayor Nicole Milovich-Walters

Village Clerk Marie Arrigoni

Commissioner G. Darryl Reed

Commissioner Dan Polk

Commissioner Mike Wade

Commissioner Rebecca Petan

Monday, November 27, 2023

7:30 PM

Kaptur Administrative Center

1) CALL TO ORDER

2) ROLL CALL

3) PLEDGE OF ALLEGIANCE

4) APPROVAL OF MINUTES

A. Regular Council meeting of November 13, 2023

5) RECOGNITION/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

6) HEARINGS

7) CONSENT AGENDA

All items on the consent agenda are routine or have been brought forward at the direction of the Board of Commissioners and will be enacted with one motion. If discussion is desired, that item will be removed from the consent agenda and considered separately

A. To approve a Village of Palos Park Temporary Liquor License to Durbin's Pizza for the Village of Palos Park Tree Lighting and Holiday Party event that will take place on November 30, 2023 from 5:00 pm to 7:30 pm at the Recreation Center

B. To approve Ordinance 2023-24 "An Ordinance Regarding the Illinois Paid Leave for all Workers Act for the Village of Palos Park, Illinois". The Ordinance states that the Village has paid leave policies in place and no additional obligations regarding mandatory paid leave shall apply to the Village in its capacity as employer

C. To approve payment of invoices on the Warrant List dated November 27, 2023 in the amount of \$38,747.41

8) OLD BUSINESS

9) BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS

- A. To approve Ordinance 2023-21 “An Ordinance Approving a Certain Front Yard Setback Variation (7925 Palos Ave)”. The Ordinance states that the Village council approves and adopts the findings and recommendations of Zoning Board of Appeals and that the required front yard setback of 17.315 feet would decrease to 13.89 feet to allow the construction of an addition to an existing single-family residence

- B. To consider ZBA item 2023-02 regarding a variance request for a 26.96’ corner side yard setback instead of the required 50’ corner yard setback as required by Sections 1268.02(f) of the Palos Park Village Code; to allow the construction of an addition to an existing single-family residence on the property commonly known as 20 Huntleigh Road

10) INFORMATION & UPDATES

- A. Public Works and Streets, Recreation Report
 - 1. To approve the proposal from Sunset Sewer and Water in the amount of \$11,035.00 to replace a 10” water valve and install a new meter on 119th Street

- B. Building and Public Property Report
 - 1. Building Department Report
 - A. To approve Ordinance 2023-23 “An Ordinance Approving a Plat of Consolidation (IM Family- 117 and 119 Forest Edge Drive, Palos Park, Illinois)”. The Ordinance states that a petition has been filed with the Village requesting that certain land be consolidated into a single lot and the Village Council of the Village deems it to be in the best interest of the Village that said consolidation be allowed for the development of a new single-family home

- C. Public Health and Safety Report
 - 1. Police Activity Report

- D. Accounts and Finances Report

- E. Mayor’s Report

- F. Clerk’s Report

- G. Manager’s Report
 - 1. To approve the Execution of a Grant Agreement between The State of Illinois, Department of Commerce and Economic Opportunity, and the Village of Palos Park

 - 2. To approve Ordinance 2023-22 “An Ordinance Amending Part Two, Title Four, Chapter 220, Section 220.03(a) of the Palos Park Village Code in Regard to the Regular Village Council Meeting Time”. The Ordinance states that the Village Code be amended by revising the referenced time from 7:30 p.m. to read 6:30 p.m. effective January 1, 2024

3. To approve the 24-month electric supply pricing proposal by supplier Direct Energy for the period January 2024 – December 2025 at the rate of \$0.05228/kWh

11) ANNOUNCEMENTS

12) CITIZENS AND VISITORS COMMENT PERIOD

13) ADJOURNMENT OF REGULAR MEETING

**MINUTES OF THE BOARD OF COMMISSIONERS'
REGULAR MEETING
HELD ON NOVEMBER 13, 2023**

The Board of Commissioners of the Village of Palos Park, Cook County, Illinois held its regular meeting on Monday, November 13, 2023. Mayor Milovich-Walters called the meeting to order at 7:30 p.m. Answering roll call were Commissioners, Petan, Wade, Reed, Polk and Mayor Milovich-Walters.

Also in attendance were Marie Arrigoni, Village Clerk; Rick Boehm, Village Manager; Howard Jablecki, Village Attorney; Allen Altic, Finance Director; Mark Herman, Community Development Director; Mike Sibrava, Public Works Director; Joe Miller, Police Chief; Stephen DeFalco, Recreation Director; Kathie May, Community Development Coordinator, and Lisa Boyle, Deputy Village Clerk.

APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING HELD ON OCTOBER 23, 2023:

Commissioner Petan moved, seconded by Commissioner Wade, to approve the minutes of the Regular Council Meeting held on October 23, 2023, as presented.

On the call of the roll, the vote was as follows:

AYES: -5- Commissioners Petan, Wade, Reed, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -0-

RECOGNITIONS/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS:

AUDIT PRESENTATION: Commissioner Reed introduced Brad Porter from Lauterbach & Amen, LLP who presented a brief overview of the Fiscal Year 2023 audit as well as the annual financial report.

HEARINGS: None

CONSENT AGENDA

All items on the consent agenda are routine or have been brought forward at the direction of the Board of Commissioners and will be enacted with one motion. If discussion is desired, that item will be removed from the consent agenda and considered separately.

Commissioner Wade moved, seconded by Commissioner Petan to:

A. To approve payment of invoices on the Warrant List dated November 13, 2023 in the amount of \$1,052,303.04

B. To approve the Supplemental Warrant List dated November 13, 2023 for manual checks, payroll, and recurring wire transfers in the amount of \$549,553.78

On the call of the roll, the vote was as follows:

AYES: -5- Commissioners Wade, Petan, Reed, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -0-

OLD BUSINESS: None

BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS: None**INFORMATION & UPDATES:****COMMISSIONER OF PUBLIC WORKS AND STREETS/RECREATION & PARKS, REBECCA PETAN:**

Commissioner Petan presented Pay Estimate No. 1 for the 2023 Roadway Pavement Project to Gallagher Asphalt in the amount of \$743,483.22. The Village would like to hold additional retainage rather than the 5% proposed to address issues that have arisen with the surface course. The original amount proposed for pay estimate No. 1 was \$879,603.22.

Commissioner Petan moved, seconded by Commissioner Wade to approve Pay Estimate No. 1 for the 2023 Radway Pavement Project to Gallagher Asphalt in the amount of \$743,483.22.

On the call of the roll, the vote was as follows:

AYES: -5- Commissioners Petan, Wade, Reed, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -0-

Commissioner Petan made Recreation announcements stating that the Winter Recreation Guide is now available, Ages 50 & Better Club's December Lunch & A Show Registration is Open and that the Tree Lighting & Holiday Party is Thursday, November 30th.

COMMISSIONER OF BUILDING & PUBLIC PROPERTY, MIKE WADE:

HOLIDAY SAFETY: Commissioner Wade reminded residents to be safe this Holiday season by not leaving candles unattended, near trees, curtains or any other flammable items. Don't burn trees, wreaths or wrapping paper in the fireplace and check and clean the chimney and fireplace area at least once a year.

BUILDING DEPARTMENT REPORT: Commissioner Wade reported that the Building Department processed eighteen (18) permits from October 17, 2023 – November 7, 2023 resulting in \$19,449.40 in permit fees. Thirteen (13) inspections were completed during this time. The fiscal year to date totals \$123,031.07.

COMMISSIONER OF PUBLIC HEALTH AND SAFETY, DANIEL POLK:

POLICE ACTIVITY REPORT: Commissioner Polk reported the Police Department received 2202 calls for service/CAD Events from October 30 through November 12, 2023. Palos Park Police also issued 23 citizen assists calls, 10 case reports, 6 accident reports, 1 adult arrest, 0 juvenile arrests, 0 police impounds, 151 traffic stops, 40 moving violations, 36 adjudication tickets, and 95 speeding tickets.

CADET FOOD DRIVE: Commissioner Polk announced that the Palos Park Police Cadet Annual Holiday Food Drive has begun. Donations of non-perishable foods will be accepted at the Palos Park Recreation Center, Palos Park Library, Palos Park Metra Station and the Village of Palos Park Kaptur Administrative Center. To request a pickup or need more information call 708-671-3770 or email jmiller@palospark.org

NEWEST SCAMS: Commissioner Polk reminded residents to be aware of scams. Stop if someone is trying to convince you to give them money. Call a family member, friend or the Police Department to figure out what is happening. Ask a family member or law enforcement agency what they think about the phone call and make an informed decision. Also, no legitimate agency is going to accept gift cards as

payment. The IRS, Police Department or Sheriff's Office will never call you and ask for money. Just hang up!

NIGHT VISION BINOCULARS: Commissioner Polk thanked resident Denise McClintock, who met with Chief Miller and Sergeant Chibe to provide nightside patrol officers with night vision binoculars.

FAITH & BLUE: Commissioner Polk announced that the Palos Park Police Department is teaming up with local churches to celebrate National Faith and Blue 2023. Hosting a lunch on Wed October 11 as part of the program. Faith leaders and police department can better the community.

COMMISSIONER OF ACCOUNTS AND FINANCES, G. DARRYL REED:

INVOICE CLOUD AGREEMENT: Commissioner Reed presented a resolution approving an agreement with Invoice Cloud to provide electronic bill presentment and electronic bill payment services. Invoice Cloud provides a modern and easy-to-use electronic bill payment solution. Their payment processing solution allows residents to make payments via debit card, credit card, E-check, and scheduled ACH (Autopay). Residents, business owners, and others conducting business with the Village will be able to pay via SMS text messaging as well as an interactive voice response system (pay-by-phone). Residents can also sign up for paperless billing. Invoice Cloud will provide 24-month invoice and payment history for each resident account. Choosing to pay with a credit card would result in a 3.25% or \$2.95 minimum fee. ACH autopay users would pay a flat rate of \$1.95 per transaction. Pay by phone users would pay an additional \$1 per transaction. The Village would pay an \$80 monthly fee for access to, maintenance and support of the biller and payment portal. The Village would pay .15 per resident per billing cycle who enrolls in paperless billing. Invoice Cloud would be finalized around the same time as the new BS&A new accounting software goes live on January 22, 2024.

Commissioner Reed moved, seconded by Commissioner Polk to approve Resolution 2023-R-07 "A Resolution Approving an Agreement Between the Village of Palos Park and Invoice Cloud for Third Party Bill Presentment and Payment Services".

On the call of the roll, the vote was as follows:

AYES: -5- Commissioners Reed, Polk, Petan, Wade and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -0-

MAYOR'S REPORT: Mayor Milovich-Walters had no formal report this evening.

CLERK'S REPORT: Clerk Arrigoni had no formal report this evening but mentioned that the Veterans Day event was well done and well attended. Also, and that the 50 and Older club event was a success.

MANAGER'S REPORT: Manager Boehm had no formal report this evening but made an announcement that on the website there are employment opportunities.

MAYOR'S ANNOUNCEMENTS: Mayor Milovich-Walters made announcements regarding the Connect with your Council meetings, the Tree Lighting and Holiday Party and an opportunity for residents to purchase a custom brick paver to honor a Veteran.

CITIZENS AND VISITORS COMMENT PERIOD: None

ADJOURNMENT OF REGULAR COUNCIL MEETING: There being no further business, Commissioner Reed moved, seconded by Commissioner Wade, to adjourn the meeting at 8:10 p.m.

On the call of the roll, the vote was as follows:

AYES: -5- Commissioners Reed, Wade, Petan Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -0-

Respectfully submitted,

Lisa M. Boyle, Deputy Village Clerk



Durbin's of Palos Hills
10154 S Roberts Rd
Palos Hills, IL 60465

17th November, 2023

Mayor Milovich-Walters,

Durbin's Of Palos Hills intends to sell alcohol at the Village Tree lighting and Holiday Party.

This event takes place on November 30th, from 5pm-7:30pm located at 8901 W 123rd Street Palos Park, IL 60464.

We are asking for a temporary license that would allow us to sell alcohol during this event.

Any questions or concerns please feel free to contact me personally. Thank you for allowing us to be a part of this special occasion.

Nikki Evitts
Manager
708-606-8863



No. 2023-05
\$ 0.00

VILLAGE OF
PALOS PARK

LICENSE

TO SELL ALCOHOLIC LIQUOR AT RETAIL

BY AUTHORITY OF

THE VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS

License is Hereby Granted to: DURBIN'S PIZZA

TEMPORARY SPECIAL EVENT LIQUOR LICENSE

(KIND AND CLASSIFICATION OF LICENSE)

VILLAGE OF PALOS PARK TREE LIGHTING AND HOLIDAY PARTY

THURSDAY, NOVEMBER 30, 2023 5:00 PM - 7:30 PM

at No. 8901 W. 123RD STREET in said Village until the end of the 30TH day
of NOVEMBER A.D. 2023 subject to the provisions of all Ordinances now in force and
that may hereafter be passed by said Village.

Witness the hand of the Mayor and Liquor Commissioner of the Village of Palos Park
and the Corporate Seal thereof, this 27TH day of NOVEMBER A.D. 2023.

Nicole Milovich-Walters, Mayor and Liquor Commissioner

Attest:

Marie Arrigoni, Village Clerk



VILLAGE OF PALOS PARK

Village Council

Mayor Nicole Milovich-Walters

Village Clerk Marie Arrigoni

Commissioner G. Darryl Reed

Commissioner Dan Polk

Commissioner Mike Wade

Commissioner Rebecca Petan

Meeting of: November 27, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Approval of Ordinance 2023-24 "An Ordinance Regarding the Illinois Paid Leave For All Workers Act For The Village Of Palos Park"

BACKGROUND/HISTORY:

In March 2023, Governor Pritzker signed into law the Paid Leave for All Workers Act (820 ILCS 192/1 et seq.) which becomes effective January 1, 2024. There is language in the Act that expressly provides that the Act does not apply to any employer that is covered by a municipal or county ordinance that is effect on the effective date of the Act (January 1, 2024) that requires employers to give any form of paid leave to their employees, including paid sick leave or paid leave. The Villages current Code of Ordinances, Employee Handbook, and its collective bargaining agreement, and other actions governing paid leave adopted by the Council do require Village employees be provided with various types of paid leave, including vacation leave, sick leave, holiday/floating holiday leave, personal leave, bereavement leave, jury leave, military duty leave, as well as additional unpaid leave.

In addition to the Illinois Act described above, the Cook County Board of Commissioners is considering an ordinance which would require employers, including municipalities, to comply with leave requirements for employees working in Cook County. On April 10, 2017, the Village Council adopted Ordinance 2017-11 regarding exempting the Village from Cook County Ordinances regarding paid sick leave and minimum hourly wages. This Ordinance amends language found in Section 802.01 of the Village Code to reinforce that employers located in the Village of Palos Park are required to comply with all Federal/and/or State laws regarding the payment of minimum hourly wages and providing paid sick leave. In other words, this ordinance will exempt out Palos Park employers from complying with any new Cook County ordinance regarding paid leave.

Under this Ordinance, the Village would further adopt its current Paid Leave Policies and state that no additional obligations regarding mandatory paid leave shall apply to the Village in its capacity as employer.

STAFF RECOMMENDATION:

Recommend approval of Ordinance 2023-24

RECOMMENDED MOTION:

I Move to Approve Ordinance 2023-24 "An Ordinance Regarding the Illinois Paid Leave For All Workers Act For The Village Of Palos Park"

ORDINANCE NO. 2023-24

**AN ORDINANCE REGARDING THE ILLINOIS PAID LEAVE FOR ALL WORKERS
ACT FOR THE VILLAGE OF PALOS PARK, ILLINOIS**

WHEREAS, the Village of Palos Park (Village) is a non-home rule Illinois municipality; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/ 10-4-1, municipalities are granted the authority to "provide by ordinance in regard to the relation between all municipal officers and employees in respect of each other, the municipality, and the people;" and

WHEREAS, on or about March 12, 2023, Governor JB Pritzker signed into law the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) (the "Act"); and

WHEREAS, the Act takes effect on January 1, 2024, and applies to State and local government employers within Illinois, except school districts and park districts;

WHEREAS, the State of Illinois did not make the necessary appropriations or include statutory language exempting the Act from the Illinois State Mandates Act (30 ILCS 805/1 *et seq.*); and

WHEREAS, the General Assembly incorporated language into Section 15(p) of the Act, 820 ILCS 192/15(p), which expressly provides that "[t]he provisions of this Act shall not apply to any employer that is covered by a municipal or county ordinance that is in effect on the effective date of this Act that requires employers to give any form of paid leave to their employees, including paid sick leave or paid leave;" and

WHEREAS, Section 15(n) of the Act further provides that "[n]othing in this Act shall be deemed to affect the validity or change the terms of bona fide collective bargaining agreements in effect on January 1, 2024. After that date, requirements of this Act may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms;" and

WHEREAS, effective January 1, 2024, the Act requires an employer to provide certain paid leave to their employees, unless the employer is subject to an existing municipal or county ordinance that requires the employer to provide any form of paid leave to their employees; and

WHEREAS, the Cook County Board of Commissioners is considering an Ordinance amending Chapter 42, Human Relations, Article II. In General, Division 1, Paid Leave, Sections 42-1 through 42-10 of the Cook County Code, requiring employers, including municipalities, to

comply with paid leave requirements for employees working in Cook County (the "Cook County Ordinance"); and

WHEREAS, the Village recognizes the importance of paid leave for workers and provides its employees with a comprehensive benefits package that includes paid leave benefits that are greater than those required under the Act, as detailed in the Village Code of Ordinances, Employee Handbook, Annual Salary Ordinances, its collective bargaining agreement to which the Village is a party, and all other actions governing paid leave adopted by the Village Council, as may be amended from time to time; and

WHEREAS, the current Village Code of Ordinances, Employee Handbook, Annual Salary Ordinances, its collective bargaining agreement to which the Village is a party, and all other actions governing paid leave adopted by the Village Council, as may be amended from time to time, require that Village employees be provided with various types of paid leave, including vacation leave, sick leave, short-term disability leave, holidays, floating holidays, personal (special) leave, bereavement leave, jury leave, and military duty leave, as well as additional unpaid leave; and

WHEREAS, the Village has determined that applying the Act to its own employees will negatively impact the Village and place an undue financial and operational burden on the Village's ability to provide uninterrupted services to its residents; and

WHEREAS, the Village believes and hereby declares that it is in the best interests of the Village to clearly define the paid leave benefits that Village employees shall receive; and

WHEREAS, employers located in the Village are covered by the Act, and therefore will already be required to provide for paid leave for their employees in accordance with the Act, thus making any requirements of the Cook County Ordinance unnecessary and duplicative, and therefore the Village finds that the Cook County Ordinance places an undue and unequal burden on employers within the Village given the current requirements for employers under Federal and State law and contributes to a burdensome patchwork quilt of regulation regarding the wages and benefits of employees that is properly a matter of Statewide concern that is outside the power of Cook County to regulate; and

WHEREAS, pursuant to its authority under Article VII, Section 6(c) of the Illinois Constitution, the Village Council finds that it is in the best interest of the Village, Village residents, Village employers, and the public's health, safety, and welfare to adopt and affirm by ordinance, prior to the effective date of the Act and the Cook County Ordinance, the Village's current Paid Leave Policies requiring paid leave for Village employees to maintain the quality of the benefits package currently available to the Village employees and to expressly affirm that the provisions of the Act and the Cook County Ordinance do not apply to the Village employees; and

WHEREAS, pursuant to its authority under Article VII, Section 6(c) of the Illinois Constitution, the Village finds it in the best interest of the Village, Village residents, Village employers, and the public's health, safety and welfare to amend the Palos Park Village Code to clearly define the paid leave regulations that apply to employers located in the Village as being those set forth in State and Federal law;

NOW, THEREFORE, be it ordained, by the Mayor and Village Council of the Village of Palos Park as follows:

SECTION ONE: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION TWO: Affirmation and Adoption of Paid Leave Policies

- A. Pursuant to the Illinois Municipal Code and the express provisions of the Act, including Sections 15(p) and 15(n) of the Paid Leave for All Workers Act (the "Act"), the Village hereby affirms and adopts its current Paid Leave Policies, as detailed in the Village Code of Ordinances, Employee Handbook, Annual Salary Ordinances, its collective bargaining agreement to which the Village is a party, and all other actions governing paid leave adopted by the Village Council, which may be amended from time to time in compliance with law, as the required paid leave benefits for its employees, except as otherwise provided in a currently-existing collective bargaining agreement. However, in no event shall the Village, as an employer, provide less than one (1) day of paid leave per year to any Village employee.
- B. Pursuant to Section 15(p) of the Act and Article VII, Section 6(c) of the Illinois Constitution of 1970, the Village expressly affirms that neither the provisions of the Act nor the provisions of the Cook County Ordinance shall apply to the Village's employees. This Ordinance governs and supersedes all provisions of the Act impacting the employment relationship between the Village of Palos Park and its employees. The Village hereby expressly declares that this Ordinance conflicts with the Cook County Ordinance.
- C. Pursuant to Section 15(n) of the Act, the Village hereby affirms the paid leave benefits included in the respective and currently existing collective bargaining agreement to which the Village is a party. Nothing in the Act or this Ordinance shall be deemed to affect the validity or change the terms of the currently existing collective bargaining agreement. To the extent the terms of the collective bargaining agreement conflict with the Village's Paid Leave Policies, the terms of the collective bargaining agreement shall prevail.
- D. No additional obligations with regard to mandatory paid leave, including without limitation, any obligations adopted under the Act by the State of Illinois and/or obligations adopted under the Cook County Ordinance by the County of Cook, shall apply to the Village in its capacity as an employer, except those required by federal or State of Illinois laws and regulations preempting the Village's authority.
- E. For the purposes of this Section, the term "Village employee" means an individual permitted to work by The Village regardless of the number of persons the Village employs.

SECTION THREE: That Part Eight, Title Two, Chapter 802, Section 802.01 of the Palos Park Village Code is hereby amended to read in its entirety as follows:

“802.01 BUSINESS REGULATIONS IN CONFLICT WITH CERTAIN HOME RULE ORDINANCES OF COOK COUNTY.

(a) Employers located within the Village shall comply with all applicable Federal and/or State laws and regulations as such laws and regulations may exist from time to time with regard to both the payment of minimum hourly wages and the providing of paid leave, and employee eligibility for paid leave and employee minimum hourly wages shall also be in compliance with all applicable Federal and/or State laws and regulations, as such laws and regulations may exist from time to time.

(b) No additional obligations with regard to paid leave, or minimum hourly wages, including, without limitation, any additional obligations by ordinance adopted by the County of Cook Board of Commissioners, shall apply to employers located within the Village, except those required by Federal and/or State laws and regulations, as such laws and regulations may exist from time to time.”

SECTION FOUR: Repeal of Conflicting Provisions. All ordinances, resolutions, and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION FIVE: Severability. If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION SIX: The clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect after its passage and publication in accordance with 65 ILCS 5/1-2-4.

ADOPTED this 27th day of November, 2023 pursuant to a roll call vote as follows:

AYES: -0-

NAYS: -0-

ABSENT: -0-

APPROVED by me this 27th day of November, 2023.

Nicole Milovich-Walters, Mayor

ATTEST:

Marie Arrigoni, Village Clerk

**THE VILLAGE OF PALOS PARK
ACCOUNTS PAYABLE WARRANT
FOR NOVEMBER 27, 2023**

**THE MAYOR AND THE COMMISSIONERS OF THE VILLAGE OF PALOS PARK
APPROVE THE FOLLOWING ACCOUNTS PAYABLE WARRANT AS STATED
BELOW, AND AUTHORIZE THE TREASURER TO FORWARD PAYMENT.**

MAYOR NICOLE MILOVICH-WALTERS SIGNATURE

ATTEST:

VILLAGE CLERK MARIE ARRIGONI SIGNATURE

DATE: 11/21/23
 TIME: 13:03:33
 ID: AP441000.MCM

-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/27/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
1ST00001 1ST AYD CORPORATION								
P51655324	11/16/23	01	VILLAGE GREEN GARBAGE LINERS	0127977990			11/27/23	101.76
		02	CENTENNIAL PARK GARBAGE LINERS	0127956780				101.76
		03	GARBAGE LINERS FOR BIKE TRAIL	0127966780				101.76
		04	PW DEODORIZER & GRBG LINERS	0127936711				186.88
			INVOICE TOTAL:					492.16
			VENDOR TOTAL:					492.16
ACC00002 ACCURINT								
1241214-20231031	11/16/23	01	CONTRCT FEE/OCT2023, 8 PHN SRCH	0122606990			11/27/23	34.00
			INVOICE TOTAL:					34.00
			VENDOR TOTAL:					34.00
ALM00005 ALLEN ALTTIC								
111323	11/21/23	01	REIMB P/COOKIES-SENIOR CLUB	0133606000			11/27/23	45.92
			INVOICE TOTAL:					45.92
			VENDOR TOTAL:					45.92
BAL00007 B ALLAN GRAPHICS								
101402	11/21/23	01	PRINTING WNTR BRCHR MAILER	0126707030			11/27/23	825.00
			INVOICE TOTAL:					825.00
			VENDOR TOTAL:					825.00
BET00003 BETTENHAUSEN								
15257	11/21/23	01	VER#265&6 2 VLV, HSE, 3 ANTFRZ	0122606700			11/27/23	115.98
			INVOICE TOTAL:					115.98
			VENDOR TOTAL:					115.98
CAM00003 HARRY T. CAMERON								
110723	11/16/23	01	YOUTH TAIKWON DO #237.41	0126606991			11/27/23	280.00
			INVOICE TOTAL:					280.00
			VENDOR TOTAL:					280.00

DATE: 11/21/23
 TIME: 13:03:33
 ID: AP441000.MCM

-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/27/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
CHICAGO METROPOLITAN AGENCY								
2024MUN 195	11/21/23	01	FY24 LOCAL CONTRIBUTION	0121606810			11/27/23	220.42
								INVOICE TOTAL: 220.42
								VENDOR TOTAL: 220.42
CHICAGO TRIBUNE								
082026659000-A	11/16/23	01	ANNUAL AUDIT REQ TRSR RPT 2023	0129606590			11/27/23	882.00
								INVOICE TOTAL: 882.00
								VENDOR TOTAL: 882.00
CHICAGO PARTS & SOUND, LLC								
3-0058847	11/16/23	01	4 WIPER/POLICE STOCK	0122606700			11/27/23	76.88
								INVOICE TOTAL: 76.88
3-0058936	11/16/23	01	VEH#262 SNR KNOCK & CANNCTR	0122606700			11/27/23	57.21
								INVOICE TOTAL: 57.21
3-0059020	11/16/23	01	VEH#261-1 SENSOR OIL PRESSURE	0122606700			11/27/23	48.54
								INVOICE TOTAL: 48.54
								VENDOR TOTAL: 182.63
CINTRA								
4173941341	11/16/23	01	TOWELS	0124606990			11/27/23	15.10
								INVOICE TOTAL: 15.10
								VENDOR TOTAL: 82.30
4174611989	11/21/23	01	MATS AND TOWELS	0124606990			11/27/23	112.59
								INVOICE TOTAL: 112.59
								VENDOR TOTAL: 315.90

DATE: 11/21/23
 TIME: 13:03:33
 ID: AP441000.MOW

-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/27/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
CIN00002 CINTPAS								
5162344265	11/16/23	01	REC CTR CABINET ORG & RESTCKD	0127926711			11/27/23	19.10
			INVOICE TOTAL:					19.10
5184507857	11/21/23	01	PMP STAT/CABINET ORGNZD & STKD	5124606740			11/27/23	15.87
			INVOICE TOTAL:					15.87
			VENDOR TOTAL:					34.97
CIT00007 CITI CARDS								
1.60011B+14	11/21/23	01	UNFNSHD GHOST F/SPOOKY SHUFFL	0132707001			11/27/23	76.31
		02	UNFNSHD GHOST F/SPOOKY SHUFFL	0132707001				76.31
			INVOICE TOTAL:					152.62
231113	11/16/23	01	FOOD F/SENIOR LUNCHEON	0133606000			11/27/23	368.00
			INVOICE TOTAL:					368.00
231121	11/21/23	01	SUPPLIES F/SPOOKY SHUFFLE	0132707001			11/27/23	25.94
		02	SUPPLIES F/SPOOKY SHUFFLE	0132707001				23.96
		03	SUPPLIES FOR SPOOKY SHUFFLE	0132707001				138.90
			INVOICE TOTAL:					188.80
231121A	11/21/23	01	SUPPLIES F/SPOOKY SHUFFLE	0132707001			11/27/23	161.21
			INVOICE TOTAL:					161.21
231121B	11/21/23	01	LIGHTS VILLAGE CHRISTMAS TREE	0132707001			11/27/23	532.29
			INVOICE TOTAL:					522.29
			VENDOR TOTAL:					1,392.92
COM00017 COM ED								
231110	11/21/23	01	1 SAINT MORITZ 10/12-11/10/23	0124606731			11/27/23	22.04
			INVOICE TOTAL:					22.04
			VENDOR TOTAL:					22.04
COM00023 COMFORT ZONE SERVICE								

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COM00023 COMFORT ZONE SERVICE								
21295712	11/16/23	01	KAPTDR-BSMNT MOTOR RPLCMNT	0127916712			11/27/23	1,524.00
			INVOICE TOTAL:					1,524.00
			VENDOR TOTAL:					1,524.00
COM00002 CONSERV FS, INC								
66056544	11/16/23	01	DRAINAGE MATERIAL	2328848020			11/27/23	1,188.00
			INVOICE TOTAL:					1,188.00
			VENDOR TOTAL:					1,188.00
COR00011 CORE & MAIN LP								
T869729	11/16/23	01	WATER METER F/NEW SERVICE	5224707515			11/27/23	1,552.61
			INVOICE TOTAL:					1,552.61
			VENDOR TOTAL:					1,552.61
COM00002 DENISE COWAN								
231116	11/16/23	01	REIMB F/CHRSTMS GRN-86TH AVE	2624707990			11/27/23	187.68
			INVOICE TOTAL:					187.68
			VENDOR TOTAL:					187.68
DEL00012 DELUXE PLUMBING, INC								
4983	11/16/23	01	RPLCD SLLCK/PW W/BALL VALVE	0127936712			11/27/23	172.50
		02	RPLCD VCCM BRKR/TOILET-POLICE	0127916712				172.50
			INVOICE TOTAL:					345.00
			VENDOR TOTAL:					345.00
DYN00004 DYNEGY ENERGY SERVICES								
373517823111	11/16/23	01	METRA 9/27-10/25/23	5324606400			11/27/23	151.15
			INVOICE TOTAL:					151.15
			VENDOR TOTAL:					151.15
373518523111	11/16/23	01	METRA 9/27-10/25/23	5324606400			11/27/23	35.30
			INVOICE TOTAL:					35.30
			VENDOR TOTAL:					186.45

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EAG00001 THE EAGLE UNIFORM CO., INC.									
INV-18312		11/16/23	01	U/A KOTSIANIS HT, UNDRSHRT, MGZN	01222707300		VA	11/27/23	125.00
									INVOICE TOTAL: 125.00
									VENDOR TOTAL: 125.00
EBE0001 PALOS ACE HARDWARE									
214715		11/16/23	01	RPR SPRINKLR LINE/WTR MAIN RPR	5224606750			11/27/23	35.18
									INVOICE TOTAL: 35.18
211731		11/21/23	01	32 GAL TRASH CN & PLASTIC BCKT	5224707760			11/27/23	54.87
									INVOICE TOTAL: 54.87
									VENDOR TOTAL: 90.05
FLE00001 FLEETPRIDE, INC.									
112631086		11/16/23	01	PW VEHICLE LIFT REPAIR PARTS	0124606708			11/27/23	11.00
									INVOICE TOTAL: 11.00
									VENDOR TOTAL: 11.00
G&H00001 G & H IMPORT AUTO PARTS INC.									
859798		11/16/23	01	6 OIL PTRS, 6 GREASE TUBE/STCK	01222606700			11/27/23	66.00
									INVOICE TOTAL: 66.00
									VENDOR TOTAL: 66.00
GAL00002 GALLAGHER MATERIALS, INC.									
31387		11/16/23	01	COLD PATCH F/POTHLES	2424707700			11/27/23	165.76
									INVOICE TOTAL: 165.76
31557		11/16/23	01	COLD PATCH FOR POT HOLES	2424707700			11/27/23	457.32
									INVOICE TOTAL: 457.32
									VENDOR TOTAL: 623.08

HOM00001 HOME DEPOT CREDIT SERVICES

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HOM00001 HOME DEPOT CREDIT SERVICES								
1023405	11/21/23	01	BATTERY BKUP/SANITARY LIFT STA	5124606708			11/27/23	69.98
								INVOICE TOTAL: 69.98
								VENDOR TOTAL: 69.98
ILL00005 ILLINOIS MUNICIPAL LEAGUE								
1713	11/16/23	01	REC SPRYSR JOB POSTIN IML WBST	0120606590			11/27/23	35.00
								INVOICE TOTAL: 35.00
								VENDOR TOTAL: 35.00
ILL00015 ILLINOIS ASSOC. OF CHIEFS								
14803	11/16/23	01	RENEWAL FOR USE OF FORCE	0122606810			11/27/23	150.00
								INVOICE TOTAL: 150.00
								VENDOR TOTAL: 150.00
KAR00008 NICHOLAS W KARAS								
231109	11/16/23	01	ADJUDICATION 10/04/23	0122606540			11/27/23	400.00
								INVOICE TOTAL: 400.00
								VENDOR TOTAL: 1,100.00
								VENDOR TOTAL: 1,900.00
								VENDOR TOTAL: 1,900.00
KLR0001 KLEIN, THORPS, AND JENKINS LTD								
2301113	11/16/23	01	LEGAL FEES OCT2023	0120606540			11/27/23	3,413.50
								INVOICE TOTAL: 975.00
								VENDOR TOTAL: 675.00
								VENDOR TOTAL: 5,063.50
								VENDOR TOTAL: 5,063.50
MAI00004 MAILBOX FAST LLC								
231119	11/21/23	01	MAILBX INSTL: 8620 W 121ST	2624606991			11/27/23	545.00

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MAL00004 MAILBOX FAST LLC									
231119		11/21/23	02	MAILBX INSTL: 12601 TIMBERLANE	2624606991			11/27/23	445.00
INVOICE TOTAL:									990.00
VENDOR TOTAL:									990.00
MEN00005 MENARDS									
32335, 32377		11/16/23	01	#10 ELECTCR RPR PRTS/RTN PART	0124606708			11/27/23	73.98
INVOICE TOTAL:									73.98
32379		11/16/23	01	PW SPIGOT RPR PRTS, MOP BUCKET	0127936711			11/27/23	97.97
INVOICE TOTAL:									97.97
32553		11/21/23	01	PW TOP SOIL TARP	0127936780			11/27/23	73.99
INVOICE TOTAL:									7.18
			02	VILL HALL WASHROOM DRAINS/BLCH	0127916711				81.17
VENDOR TOTAL:									253.12
MET0001 METROPOLITAN INDUSTRIES INC									
INV056303		11/21/23	01	LIFT STATIONS/METRO CLOUD DATA	5124606990			11/27/23	195.00
INVOICE TOTAL:									195.00
INV056401		11/21/23	01	24 ROMIGA LN PUMP REBUILD	5124606720			11/27/23	3,399.00
INVOICE TOTAL:									3,399.00
VENDOR TOTAL:									3,594.00
MON0002 MONROE TRUCK EQUIPMENT, INC.									
342076/342278		11/21/23	01	TAG#1 THC DUMP/RPR PRTS, RTRN	0124606700			11/27/23	33.03
INVOICE TOTAL:									33.03
VENDOR TOTAL:									33.03
NIC0001 NTCOR GAS									
231103		11/16/23	01	KAPTUR GAS 10/05-11/03/23	0127916410			11/27/23	617.35
INVOICE TOTAL:									617.35

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NIC0001	NICOR GAS	11/21/23	01	8201 RT93 10/12-11/10/23	5124606410			11/27/23	51.51
INVOICE TOTAL:									51.51
VENDOR TOTAL:									668.86

ODP00001	ODP BUSINESS SOLUTIONS, LLC	11/16/23	01	PPR, ENV, TP RFL, CLNDR RFL, STPLS	0126707010			11/27/23	78.54
INVOICE TOTAL:									78.54
VENDOR TOTAL:									78.54

PER00001	PERRELESS NETWORK, INC	11/16/23	01	708-923-6021 11/15-12/14/23	5224707200			11/27/23	202.72
			02	T-1 LINE 11/15-12/14/23	0120707200				344.67
			03	T-1 LINE 11/15-12/14/23	0122707200				269.28
			04	T-1 LINE 11/15-12/14/23	0124707200				129.25
			05	T-1 LINE 11/15-12/14/23	0125707200				86.17
			06	T-1 LINE 11/15-12/14/23	0126707200				43.08
			07	T-1 LINE 11/15-12/14/23	0129707200				43.08
			08	T-1 LINE 11/15-12/14/23	5124707200				118.48
			09	T-1 LINE 11/15-12/14/23	5224707200				598.15
			10	ISDN LINE 11/15-12/14/23	0120707200				67.54
			11	RECREATION 11/15-12/14/23	0126707200				1,945.50
INVOICE TOTAL:									1,945.50
VENDOR TOTAL:									1,945.50

PRO00015	PROVEN OCCUPATIONAL HEALTH	11/16/23	01	AUDIO TEST/DEVON MOSS	0122707920			11/27/23	38.00
			02	NON DOT PHYSICAL DEVON MOSS	0122707920				77.00
INVOICE TOTAL:									115.00
113-249498		11/16/23	01	DRUG SCREEN/CASTILLO	0124707920			11/27/23	44.00
			02	DRUG SCREEN/FOSTER	5224707920				44.00
INVOICE TOTAL:									88.00

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PRO00015 PROVEN OCCUPATIONAL HEALTH									
113-2511613		11/16/23	03	DRUG SCREEN/CHLBBEK	5224707920			11/27/23	44.00
INVOICE TOTAL:									132.00
VENDOR TOTAL:									247.00
QU10002 QUTILL CORPORATION									
35676160		11/16/23	01	BHIMAILRS, HND SOAP, 2 BX ENV	0122707010			11/27/23	111.06
INVOICE TOTAL:									111.06
VENDOR TOTAL:									111.06
RED00001 RED WING BUSINESS ADVANTAGE									
20231110010992		11/16/23	01	FOSTER, WALTERS, CHLEBEK BOOTS	5224707300			11/27/23	818.96
			02	METCALP/PW SHOES	0124707300			11/27/23	251.99
INVOICE TOTAL:									1,070.95
VENDOR TOTAL:									1,070.95
RIZ00002 RIZZA									
61762		11/16/23	01	VER#261 TUBE	0122606700			11/27/23	23.01
INVOICE TOTAL:									23.01
VENDOR TOTAL:									23.01
ROS0001 ROSCOE									
1820572		11/16/23	01	MATS/REC 11/02/23	0127926710			11/27/23	40.00
INVOICE TOTAL:									40.00
1822425		11/21/23	01	METRA MATS 11/16/23	5324606710			11/27/23	78.11
INVOICE TOTAL:									78.11
1822426		11/21/23	01	KAPTUR/MATS 11/16/23	0127916710			11/27/23	216.96
INVOICE TOTAL:									216.96
1822427		11/21/23	01	MATS/RBC 11/16/23	0127926710			11/27/23	40.26
INVOICE TOTAL:									40.26
VENDOR TOTAL:									375.33

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SHAR00016 SHARK SHREDDING, INC								
64675	11/21/23	01	MONTHLY SHREDDING/NOV2023	0122606990			11/27/23	46.20
								46.20
								46.20
S0C00002 SOCCER SHOTS								
S99.25.23.3242	11/21/23	01	SOCCER SHOTS MINI#131.42	0126606991			11/27/23	270.00
		02	SOCCER SHOTS CLASSIC#201.42	0126606991				486.00
		03	SOCCER SHOTS PREMIER#201.44	0126606991				270.00
								1,026.00
								1,026.00
SUB00002 SUBURBAN TRUCK PARTS								
171137	11/16/23	01	SNOW PLOW LIGHT REPLCMNT #55	0124606700			11/27/23	45.74
								45.74
171359,171425	11/16/23	01	PW VEH RPR PART, RETURN	0124606708			11/27/23	10.83
								10.83
171666	11/21/23	01	TAG#1 & 2 VEHICLE MAINTENANCE	0124606700			11/27/23	162.04
								162.04
								218.61
TTR0001 TIRE SERVICES COMPANY								
279544	11/16/23	01	VEH#262-LOOSE SPARE	0122606700			11/27/23	31.50
								31.50
279693	11/16/23	01	VEH#266-LOOSE SPARE	0122606700			11/27/23	38.00
								38.00
								69.50
USP0001 US POSTMASTER								

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USP0001 US POSTMASTER									
231121		11/21/23	01	POSTAGE F/DEC2023 UTILITY BLNG	5224707040			11/27/23	500.00
									INVOICE TOTAL:
									VENDOR TOTAL:
									500.00
									500.00
VER00001 VERIZON WIRELESS									
9948147329		11/16/23	01	10/02-11/01/23 FINANCE IPAD	0129707210			11/27/23	36.01
			02	10/02-11/01/23	5224707210				156.54
			03	10/02-11/01/23	5124707210				156.54
			04	10/02-11/01/23	0126707210				42.30
			05	10/02-11/01/23	0125707210				83.13
			06	10/02-11/01/23	0124707210				620.38
			07	10/02-11/01/23	0122707210				449.49
			08	10/02-11/01/23	0121707990				36.01
			09	10/02-11/01/23	0120707210				42.30
									INVOICE TOTAL:
									1,622.70
9948741608		11/21/23	01	MACHINE TO MACHINE/SENSUS	5224707210			11/27/23	93.72
									INVOICE TOTAL:
									93.72
									VENDOR TOTAL:
									1,716.42
VER00004 VERMEER-ILLINOIS, INC									
PL1502		11/21/23	01	TAG#28 CHIPPER/PARTS	0124606708			11/27/23	29.19
									INVOICE TOTAL:
									29.19
									VENDOR TOTAL:
									29.19
VIL0003 VILLAGE OF PALOS PARK									
11/1/2023		11/21/23	01	REC WTR PYMT 9/1-11/1/23	0127927051			11/27/23	150.00
			02	MC CORD WTR PYMT 9/1-11/1/23	5420707051				258.50
			03	MC CORD WTR PYMT 9/1-11/1/23	5420707051				246.00
			04	KAC WTR PYMT 9/1-11/1/23	0127917051				243.00
			05	SLUTS HOUSE WTR PYMT 9/1-11/1	0130707051				197.02
									INVOICE TOTAL:
									1,094.52
									VENDOR TOTAL:
									1,094.52

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VULCAN CONSTRUCTION MFLS LLC									
33423423		11/16/23	01	PW GARAGE CA-7 BEDDING STONE	5224606750			11/27/23	4,105.58
				INVOICE TOTAL:					4,105.58
33429614		11/21/23	01	CA-5 11/2" STONE/STN SHDR RPR	2424707700			11/27/23	2,369.29
				INVOICE TOTAL:					2,369.29
				VENDOR TOTAL:					6,474.87
				TOTAL ALL INVOICES:					38,747.41

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
20	ADMINISTRATION DEPARTMENT		
ILL00005	ILLINOIS MUNICIPAL LEAGUE	575.00	35.00
KLE0001	KLEIN, THORPE, AND JENKINS LTD	22,899.80	3,413.50
PEE00001	PEERLESS NETWORK, INC	11,219.10	942.82
VER00001	VERIZON WIRELESS	10,338.25	42.30
	ADMINISTRATION DEPARTMENT		4,433.62
21	PUBLIC AFFAIRS DEPARTMENT		
CHI00007	CHICAGO METROPOLITAN AGENCY		220.42
VER00001	VERIZON WIRELESS	10,338.25	36.01
	PUBLIC AFFAIRS DEPARTMENT		256.43
22	POLICE DEPARTMENT		
ACC00002	ACCURINT	193.50	34.00
BET00003	BETTENHAUSEN	4,279.04	115.98
CHI00040	CHICAGO PARTS & SOUND, LLC	8,469.84	182.63
EAG00001	THE EAGLE UNIFORM CO., INC.	1,381.50	125.00
G&H00001	G & H IMPORT AUTO PARTS INC.	5,753.70	66.00
ILL00015	ILLINOIS ASSOC. OF CHIEFS	130.00	150.00
KAR00008	NICHOLAS W KARAS	3,100.00	1,900.00
KLE0001	KLEIN, THORPE, AND JENKINS LTD	22,899.80	975.00
PEE00001	PEERLESS NETWORK, INC	11,219.10	269.28
PRO00015	PROVEN OCCUPATIONAL HEALTH	1,633.00	115.00
QUI0002	QUILL CORPORATION	975.03	111.06
RIZ00002	RIZZA	3,587.73	23.01
SHA00016	SHARK SHREDDING, INC	2,167.00	46.20
TIR0001	TIRE SERVICES COMPANY	5,912.78	69.50
VER00001	VERIZON WIRELESS	10,338.25	449.49
	POLICE DEPARTMENT		4,632.15
24	PUBLIC WORKS DEPARTMENT		
CIN00001	CINTAS	6,865.59	371.71
COM00017	COM ED	978.34	22.04
FLE00001	FLEETPRIDE, INC.	30.55	11.00
MEN00005	MENARDS	3,874.83	73.98
MON0002	MONROE TRUCK EQUIPMENT, INC.	5,836.57	33.03

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
24	PUBLIC WORKS DEPARTMENT		
PEE00001	PEERLESS NETWORK, INC	11,219.10	129.25
PRO00015	PROVEN OCCUPATIONAL HEALTH	1,633.00	44.00
RED00001	RED WING BUSINESS ADVANTAGE	994.46	251.99
SUB00002	SUBURBAN TRUCK PARTS	3,725.54	218.61
VER00001	VERIZON WIRELESS	10,338.25	620.38
VER00004	VERMEER-ILLINOIS, INC	110.51	29.19
	PUBLIC WORKS DEPARTMENT		1,805.18
25	BUILDING DEPARTMENT		
KLE0001	KLEIN, THORPE, AND JENKINS LTD	22,899.80	675.00
PEE00001	PEERLESS NETWORK, INC	11,219.10	86.17
VER00001	VERIZON WIRELESS	10,338.25	83.13
	BUILDING DEPARTMENT		844.30
26	RECREATION DEPARTMENT		
BAL00007	B ALLAN GRAPHICS	5,150.00	825.00
CAM00003	HARRY T. CAMERON		280.00
ODP00001	ODP BUSINESS SOLUTIONS, LLC	131.70	78.54
PEE00001	PEERLESS NETWORK, INC	11,219.10	110.62
SOC00002	SOCCER SHOTS	5,328.00	1,026.00
VER00001	VERIZON WIRELESS	10,338.25	42.30
	RECREATION DEPARTMENT		2,362.46
27	PUBLIC GROUNDS		
1ST00001	1ST AYD CORPORATION	3,291.19	492.16
CIN00002	CINTAS	1,303.49	19.10
COM00023	COMFORT ZONE SERVICE	14,875.75	1,524.00
DEL00012	DELUXE PLUMBING, INC	3,820.00	345.00
MEN00005	MENARDS	3,874.83	179.14
NIC0001	NICOR GAS	9,980.43	617.35
ROS0001	ROSCOE	4,781.05	297.22
VIL0003	VILLAGE OF PALOS PARK	3,495.49	393.00
	PUBLIC GROUNDS		3,866.97

DATE: 11/21/23
 TIME: 13:03:54
 ID: AP443000.WOW

-- Village of Palos Park --
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 11/27/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
29	FINANCE DEPARTMENT		
CHI00008	CHICAGO TRIBUNE	483.12	882.00
PEE00001	PEERLESS NETWORK, INC	11,219.10	43.08
VER00001	VERIZON WIRELESS	10,338.25	36.01
	FINANCE DEPARTMENT		961.09
30	SLUIS PROPERTY		
VIL0003	VILLAGE OF PALOS PARK	3,495.49	197.02
	SLUIS PROPERTY		197.02
32	PALOS PARK FESTIVALS		
CIT00007	CITI CARDS	7,549.93	1,024.92
	PALOS PARK FESTIVALS		1,024.92
33	SENIOR CLUB		
ALT00005	ALLEN ALTIC	295.84	45.92
CIT00007	CITI CARDS	7,549.93	368.00
	SENIOR CLUB		413.92
1/2% SALES TAX FUND			
28			
CON00002	CONSERV FS, INC	4,162.25	1,188.00
			1,188.00
MFT FUND			
24	MFT FUND		
GAL00002	GALLAGHER MATERIALS, INC.	745,313.98	623.08
VUL00001	VULCAN CONSTRUCTION MTLs LLC	14,774.61	2,369.29
	MFT FUND		2,992.37

DATE: 11/21/23
 TIME: 13:03:54
 ID: AP443000.WOW

- = Village of Palos Park = -
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 11/27/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

BEAUTIFICATION FUND			
24	BEAUTIFICATION FUND		
COW00002	DENISE COWAN	386.61	187.68
MAI00004	MAILBOX FAST LLC	4,970.00	990.00
	BEAUTIFICATION FUND		1,177.68
SEWER FUND			
24	SEWER FUND		
CIN00001	CINTAS	6,865.59	82.30
CIN00002	CINTAS	1,303.49	15.87
HOM00001	HOME DEPOT CREDIT SERVICES	2,295.55	69.98
MET0001	METROPOLITAN INDUSTRIES INC	12,005.20	3,594.00
NIC0001	NICOR GAS	9,980.43	51.51
PEE00001	PEERLESS NETWORK, INC	11,219.10	43.08
VER00001	VERIZON WIRELESS	10,338.25	156.54
	SEWER FUND		4,013.28
WATER FUND			
24	WATER FUND		
CIN00001	CINTAS	6,865.59	82.30
COR00011	CORE & MAIN LP	30,411.71	1,552.61
EBE0001	PALOS ACE HARDWARE	1,161.13	90.05
PEE00001	PEERLESS NETWORK, INC	11,219.10	321.20
PRO00015	PROVEN OCCUPATIONAL HEALTH	1,633.00	88.00
RED00001	RED WING BUSINESS ADVANTAGE	994.46	818.96
USP0001	US POSTMASTER	4,700.00	500.00
VER00001	VERIZON WIRELESS	10,338.25	250.26
VUL00001	VULCAN CONSTRUCTION MTLs LLC	14,774.61	4,105.58
	WATER FUND		7,808.96
COMMUTER LOT FUND			
24	COMMUTER LOT FUND		
DYN00004	DYNEGY ENERGY SERVICES	30,781.82	186.45
ROS0001	ROSCOE	4,781.05	78.11
	COMMUTER LOT FUND		264.56

DATE: 11/21/23
TIME: 13:03:54
ID: AP443000.WOW

-- Village of Palos Park --
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 11/27/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

MCCORD FUND 20			
VIL0003	VILLAGE OF PALOS PARK	3,495.49	504.50
			504.50
TOTAL ALL DEPARTMENTS			38,747.41



VILLAGE OF
PALOS PARK

Village Council

Mayor Nicole Milovich-Walters

Village Clerk Marie Arrigoni

Commissioner G. Darryl Reed

Commissioner Dan Polk

Commissioner Mike Wade

Commissioner Rebecca Petan

Meeting of: November 27, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

ZBA 2023 – 03: An application has been filed requesting a variation from the requirements of Section 1268.02(e) Front Yards to permit the construction of an addition to the existing home. Where the required front yard setback is 17.315 feet, the applicant is proposing a front yard setback of 13.89 feet. The subject property is commonly known as 7925 Palos Avenue in Palos Park, IL.

BACKGROUND:

The subject property is zoned R-1-A Single Family Residential and is currently improved with a single-family residence. The applicant proposes to construct a 625 sf addition to their existing home, to align with the existing front façade of the home along the north property line. The required front setback is 17.315', which is based on the average of the block. For the applicant to align the proposed addition with the existing side of the home, a variance to allow a setback of 13.89' is required.

STAFF RECOMMENDATION:

The staff has reviewed the application and recommends approval of the requested variance.

ZONING BOARD OF APPEALS RECOMMENDATION:

The Zoning Board of Appeals held a public hearing regarding application ZBA 2023 – 03 on November 8, 2023. One member of the public spoke in favor of the petition. The Zoning Board of Appeals recommended approval 7-0 of the requested variation.

RECOMMENDED MOTIONS:

I move to approve Ordinance 2023-21 "An Ordinance Approving A Certain Front Yard Setback Variation (7925 Palos Avenue)".

Attachments:

Transmittal of Recommendation

Ordinance 2023-21

Staff Report to the Village of Palos Park Zoning Board of Appeals (November 8, 2023)



TO: Mike Wade, Building Commissioner
MEETING DATE: November 8, 2023 at 7:30 pm
FROM: John Marsh, Chair
SUBJECT: Transmittal of Plan Commission Recommendation

PROJECT TITLE

ZBA 2023 – 03: An application has been filed requesting a variation from the requirements of Section 1268.02(e) Front Yards to permit the construction of an addition to the existing home. Where the required front yard setback is 17.315 feet, the applicant is proposing a front yard setback of 13.89 feet. The subject property is commonly known as 7925 Palos Avenue in Palos Park, IL.

PUBLIC HEARING

The Zoning Board of Appeals held a public hearing regarding application ZBA 2023 – 03 on November 8, 2023. One member of the public spoke in favor of the petition.

RECOMMENDATION

Concurring with the findings as outlined in the Exhibit attached to the Staff Report, a motion was made to recommend that the Village Council approve the requested 13.89' front yard setback, instead of the required 17.315' front yard setback; as required by Section 1268.02(e) of the Palos Park Village Code; to allow the construction of an addition to an existing single-family residence on the property commonly known as 7925 Palos Avenue.

The vote was seven (7) yes and zero (0) no on the request.

ORDINANCE NO. 2023-21

**AN ORDINANCE APPROVING A CERTAIN
FRONT YARD SETBACK VARIATION
(7925 Palos Avenue)**

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

SECTION 1:

A. That on November 8, 2023, the Zoning Board of Appeals of the Village of Palos Park heard a request for the variation set forth below, pursuant to proper notice.

B. That on November 8, 2023, the Zoning Board of Appeals of the Village of Palos Park recommended the variation hereinafter set forth to the Village Council.

C. The Village Council approves and adopts the findings and recommendations of the Zoning Board of Appeals and incorporates such findings and recommendations herein by reference as if they were fully set forth herein.

SECTION 2: That the following variations are limited to the property legally described as follows:

LOT 3 IN BRAND'S ADDITION TO PALOS, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 37, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 23-25-103-028-0000

Common Address: 7925 Palos Avenue, Palos Park, Illinois

(the "Subject Property")

SECTION 3: That a 3.425 foot variation (19.78%) from the 17.315 foot minimum front yard setback requirement of Section 1268.02(e) of the Palos Park Village Code is granted to the owner(s) of the above-described property, relative to the construction of an

addition to an existing single family residence on the above-described property.
[Decreasing the required front yard setback to 13.89 feet.]

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 27th day of November, 2023 pursuant to a roll call vote as follows:

AYES: -0-

NAYS: -0-

ABSENT: -0-

APPROVED by me this 27th day of November, 2023.

Nicole Milovich-Walters, Mayor

ATTEST:

Marie Arrigoni, Village Clerk



TO: Village of Palos Park Zoning Board of Appeals
HEARING DATE: November 8, 2023 at 7:30pm
FROM: Building Department
SUBJECT: Staff Report

PROJECT INFORMATION

ZBA CASE 2023-03: An application has been filed requesting a variation from the requirements of Section 1268.02(e) Front Yards to permit the construction of an addition to the existing home. Where the required front yard setback is 17.315 feet, the applicant is proposing a front yard setback of 13.89 feet. The subject property is commonly known as 7925 Palos Avenue in Palos Park, IL.



APPLICANT INFORMATION

PROPERTY OWNER AND APPLICANT: Neyl Marquez
7925 Palos Avenue
Palos Park, IL 60464

PROPERTY INFORMATION

PROPERTY SIZE:	EXISTING ZONING:	SURROUNDING ZONING AND LAND USES:	COMPREHENSIVE PLAN LAND USE DESIGNATION:
47,252 sf	R-1-A One Family Dwelling District	North: R-1-A One Family Dwelling District, Single Family Residence South: R-1-A One Family Dwelling District, Single Family Residence East: City of Palos Heights, Single Family Residence West: R-1-A One Family Dwelling District, Single Family Residence	Low Density Single-Family Residential
ADDRESS: 7925 Palos Avenue	EXISTING LAND USE: Single-Family Residential		
PIN: 23-25-103-028-0000			

PUBLIC COMMENT: Staff has received no inquires or comments regarding the application.

BACKGROUND

The subject property, commonly known as 7925 Palos Avenue, is zoned R-1-A Single Family Residential and is currently improved with a single-family residence. The applicant proposes to construct a 625 sf addition to their existing home, to align with the existing front façade of the home. The applicable front setback is based on the average of the block. There is only one other home on the block, 12035 80th Avenue, (which is ~275' to the west). The house on the subject property is setback 14.03' from the Palos Avenue property line, while the home on 12035 80th is setback 20.6' from the Palos Avenue property line. This results in a required front setback of 17.315'. The proposed addition is 13.89' front the north property line, encroaching into the 17.315' front yard by 3.425'. As shown in Table 1, below, the proposal complies with other applicable zoning requirements.

	Requirement	Proposed
Lot Size	43,560 sf (1 ac)	47,252 sf (1.08 ac)
Lot Width	150 feet	377.84 feet
Setbacks/Yards		
Front (average of block)	17.315 feet	14.03 feet (existing home) 13.89 feet (proposed addition)
Corner Side	50 feet	N/A
Side (greater of 15% or 15')	56.676 feet	~185 feet (existing home to west) 111.81 feet (proposed addition to east)
Rear	50 feet	~60' (existing home) ~90' (proposed addition)
Total Side Yard	30 feet	~297 feet
Side Load Garage Setback	30 feet	N/A
Floor Area Ratio (varies based on lot size)	22%	5.8%
Lot (Building) Coverage	20%	7.6%
Dwelling Size	2,200 sf minimum	2,733 sf

Table 1: Summary of Proposal with Applicable Zoning Requirements as it pertains to proposed development. Proposed variances are highlighted in yellow. Items that comply with the Code are not highlighted.

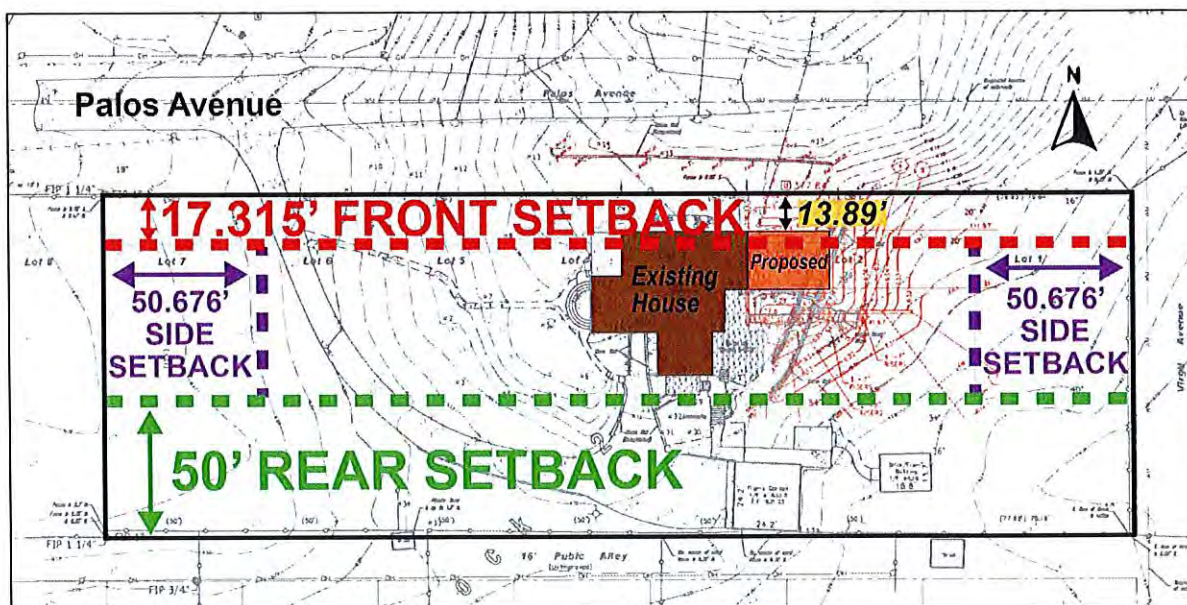


Figure 1: Required Setbacks (north is to the top)

REQUIRED FINDINGS OF FACT FOR VARIATIONS

The Village Code *requires* that the Zoning Board of Appeals shall make a findings of fact regarding proposed variance(s) [Section 1264.07]. The entirety of these standards, with staff findings of fact and analysis, are attached to this staff report as **Exhibit 1: REPORT OF FINDINGS**.

PUBLIC NOTICE

The Public Hearing notice was published in *The Daily Southtown* on October 20, 2023, in accordance with the Village Zoning Ordinance. At that time a sign was posted on the subject property, and the Village notified neighboring property owners within 350' of the subject property 15-30 days prior to the date of the hearing.

STAFF RECOMMENDATION

The staff has reviewed the application and recommends *approval* of the requested variances.

RECOMMENDED MOTION

Concurring with the findings of fact as contained in **Exhibit 1: Report of Findings**, I move to recommend that the Village Council approve the requested 13.89' front yard setback, instead of the required 17.315' front yard setback; as required by Section 1268.02(e) of the Palos Park Village Code; to allow the construction of an addition to an existing single-family residence on the property commonly known as 7925 Palos Avenue.

*Please note that if the Zoning Board of Appeals desires to make a recommendation to deny the request, the motion should include **specific Findings of Fact** by the Zoning Board of Appeals as to the deficiencies of the requested variance(s) as to the standards set in **Section 1264.07** of the Village Code.*

EXHIBITS:

1. Report of Findings (with staff findings)
2. Aerial Map
3. Zoning Map
4. Topographic Map
5. Staff Photographs of Subject Property
6. Applicant Submittals
 - a. Application and Variance Hardship Criteria
 - b. Plans

Exhibit 1: Report of Findings for Variance Requests

**VILLAGE OF PALOS PARK – ZONING BOARD OF APPEALS REPORT OF FINDINGS FOR
VARIANCE REQUESTS PURSUANT TO 1264.07 OF THE VILLAGE CODE**

Regarding: ZBA Case 2023-03: 7925 Palos Avenue

Text from the Village Code is provided in "Cambria" 12-point font and staff findings are provided in "Courier New" 11-point font.

1264.07 REPORT OF FINDINGS.

The Zoning Board of Appeals shall report its findings and recommendations in writing to Council within thirty days from the conclusion of the public hearing. In considering all proposed variances to this Zoning Code, the Board shall, before recommending that Council grant a variance, first determine and make a finding of fact that the proposed variance will not merely serve as a convenience to the applicant, but is necessary to alleviate practical difficulties or a demonstrable hardship in the way of carrying out the strict letter of those regulations relating to the use, construction, or alteration of buildings or structures or the use of land, and that:

(a) Site Conditions. There are one or more unusual physical conditions of the site, such as size, shape, or slope, that were not created by a person having an interest in the property, that are unavoidable or uncorrectable, or that are worthy of preservation, such as a creek, wetland, or specimen trees, and that make it a substantial burden to use the property or develop the property, or otherwise result in a substantial loss of value or cause the site to be unable to yield a reasonable return, without a variance.

Finding: The subject property has an unusual shape, as it is very wide but does not have a lot of depth (377.84' wide but only 125' deep). In addition, the subject property is situated on a block where there are no other homes on the block, other than the corner side of a house fronting 80th Avenue that is approximately 275' from the house on the subject property. The front setback is based on the average setback of the block, which is intended to maintain the character of a block by having the houses setback roughly the same amount. It is likely that the intent of this Code provision is not intended for a "block" of only two homes, of considerable distance from each other, with the front of the homes facing different directions. In addition, there are topographic concerns with the property; as there is notable slope away from the existing house. Requiring the addition to be pushed back a few feet would increase the amount of grading work required.

(b) Development Design. The variation would not merely serve the temporary social or personal convenience of an occupant, and an alternative development plan that would conform to Code would not be suitable for the uses permitted by Code and would not be typical of similar properties in the area.

Finding: The construction of the building addition would be permanent and therefore not serve any temporary convenience. While the front yard is to the north (off Palos Avenue) the house faces west and has a driveway to the west; this makes any addition to the west difficult. Adding the addition to the south side of the existing home would likely result in an encroachment into the rear yard setback, and would further be complicated by the existing driveway, detached garage, an deck and trees.

(c) Community Impact. The variation would retain the essential character, scale, intensity, and open space of the area, and would be in harmony with the purposes of the Zoning Code as stated in Section 1260.02 of this Code, and would not be substantially injurious to other property, or be detrimental to public interests or adopted Village plans.

Finding: The proposed variance for the addition to an existing single-family residence will not alter the essential character and scale of the neighborhood. The proposed variance would allow for the addition to maintain the existing façade along the north side of the house, therefore matching the character of the existing home.

In addition, the Board shall look to, and make findings of fact in regard to, those factors set forth in *Section 1260.05(b)(1) through (6) [see below]* in regard to the requested variation. Such findings of fact shall be incorporated in the written report to Council.

The Zoning Board of Appeals may recommend certain limited conditions on the development subject to the variance that are necessary or appropriate to reduce the impact or injurious effect of said variance and to better carry out the general intent of the Village regulations.

1260.05(b) (1-6):

(1) Existing uses of property within the general area of the property in question;

Finding: The existing uses in the surrounding area are all residential uses. The proposed use is in keeping with residential use.

(2) The zoning classification of property within the general area of the property in question;

Finding: The subject property and the surrounding area are all zoned R-1-A One-Family Dwelling District. Other than the requested variance, the proposed development is in conformance with the requirements of the R-1-A zone.

(3) The suitability of the property in question to the uses permitted under the existing and proposed classifications;

Finding: The existing and proposed residential use of the property is permitted in the R-1-A zone.

(4) The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place since the date the property was placed in its present zoning classification;

Finding: The proposed development is consistent with the residential trend of development in the surrounding area.

(5) Proposed uses of property within the general area of the property in question as represented on the Village Comprehensive Plan;

Finding: The proposed development is consistent with the Comprehensive Plan designation of Low Density Single Family Residential.

(6) The frontage and square footage of the land involved and whether or not it adjoins a parcel of land which bears the same zoning district classification as the proposed amendment.

Finding: The subject property is surrounded by other properties also zoned R-1-A.

Exhibit 2: Aerial Map



Village of Palos Park GIS



VILLAGE OF PALOS PARK

8999 West 123rd Street

Palos Park, IL 60464

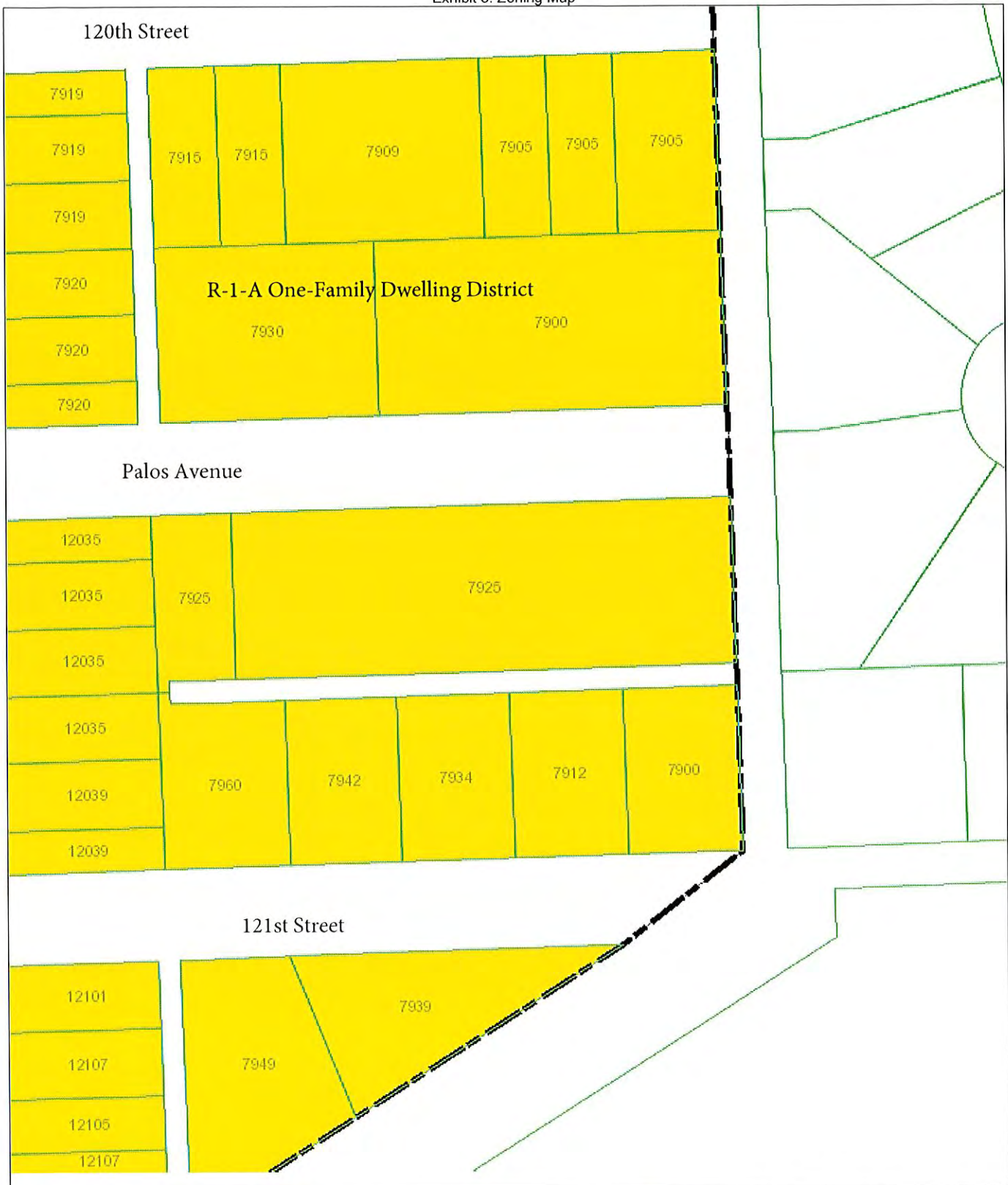
(708) 671-3700

DISCLAIMER: The Village of Palos Park does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 100'

Print Date: 10/30/2023

Exhibit 3: Zoning Map



Village of Palos Park GIS



VILLAGE OF PALOS PARK

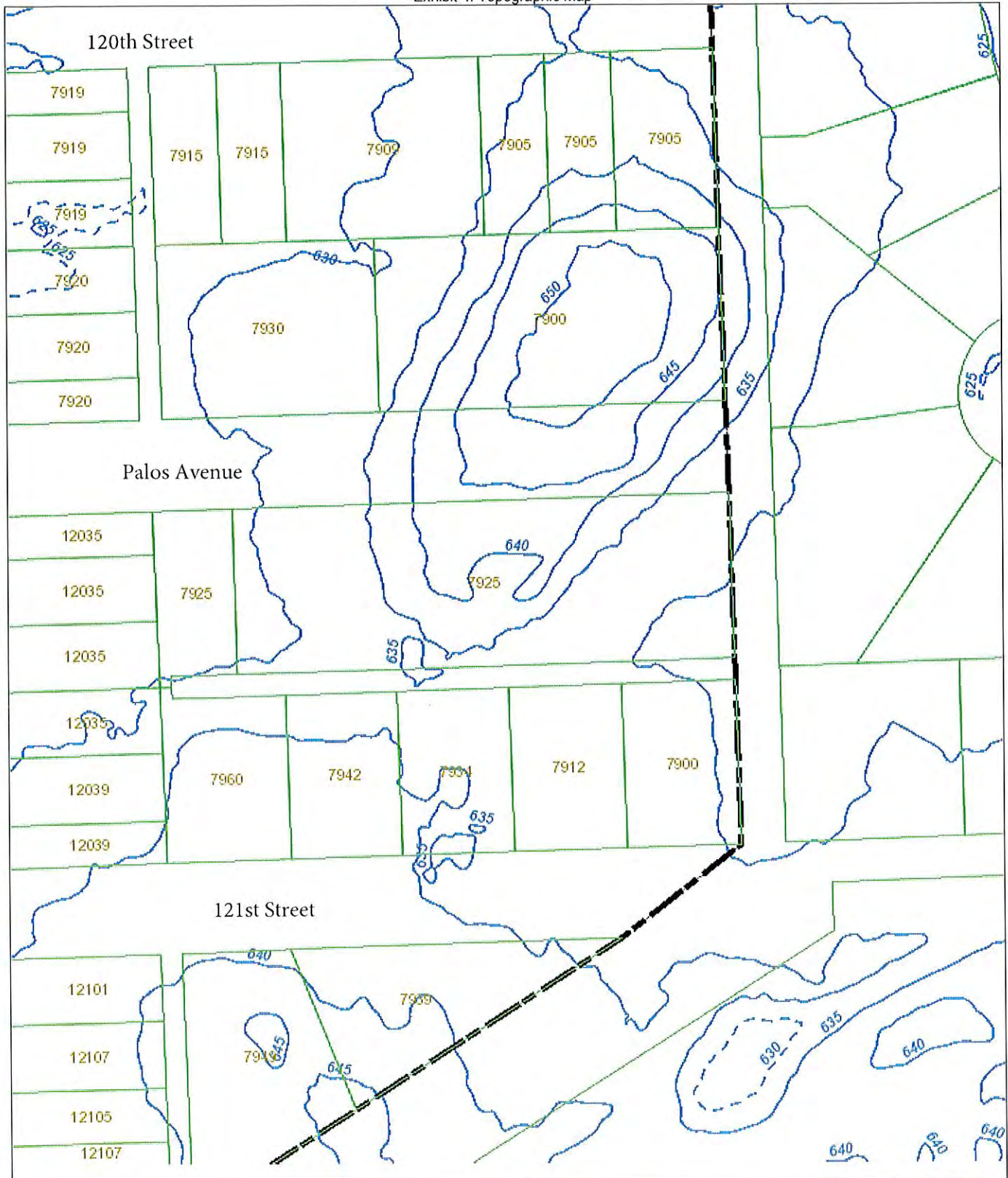
8999 West 123rd Street
Palos Park, IL 60464
(708) 671-3700

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SCALE: 1" = 100'

Print Date: 10/30/2023

Exhibit 4: Topographic Map



Village of Palos Park GIS

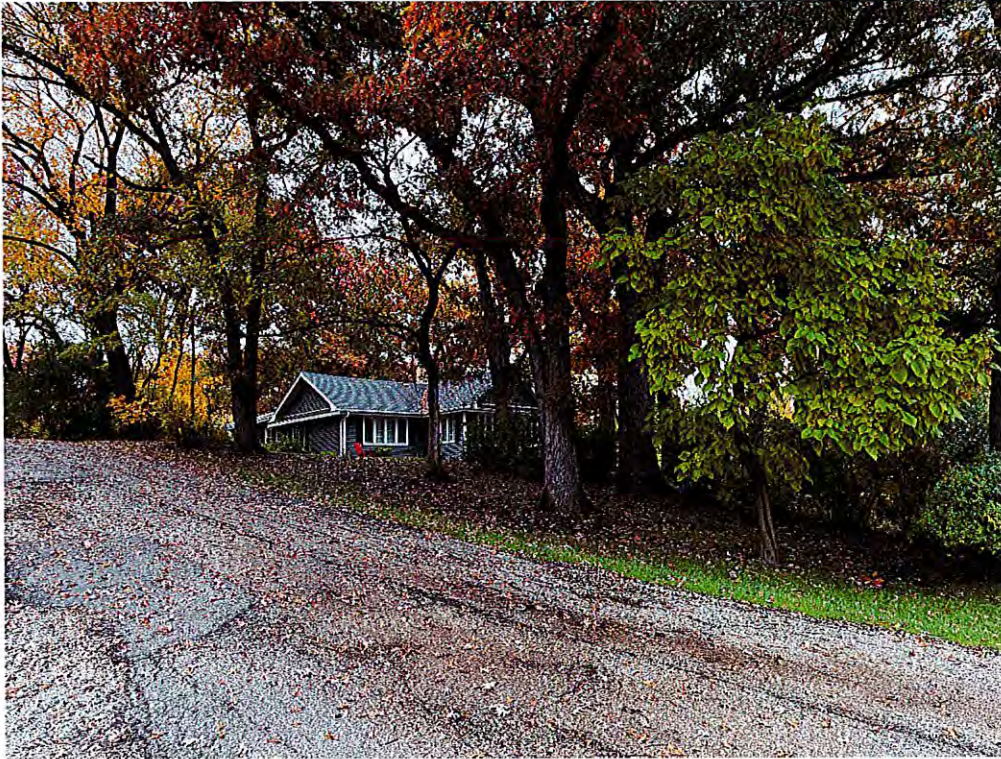


VILLAGE OF PALOS PARK
8999 West 123rd Street
Palos Park, IL 60464
(708) 671-3700

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SCALE: 1" = 100'

Print Date: 10/30/2023





Community Development Department
8999 West 123rd Street
Palos Park, IL60464
Phone: 708-671-3700
Fax: 708-448-9542
E-mail: permits@palospark.org
Web: www.palospark.org



Applic. Date: _____
File #: _____
Fee: _____

Application for Zoning Board of Appeals

1. Applicant Mr. Neyl Marquez Daytime Phone 312 933 3796
Mailing Address 7925 PALOS AVE PALOS PARK IL.
Email Address neylamj@gmail.com lipostructuresinc@gmail.com
2. Owner(s) of Record Mr.&Mrs. Neyl Marquez Daytime Phone 312 933 3796
Mailing Address 7925 Palos Ave Palos Park Il.
3. Applicant is: Owner Attorney Other Agent (please specify) Owner
(Note: A letter of authorization from the owner(s) of record must be attached)
4. Address/Location of Subject Property 7925 Palos Ave. Palos Park II
5. Permanent Index Number(s) of Subject Property 23-25-103-028-0000
6. Present Zoning Classification R-1-A Proposed Zoning Classification (if applicable) R-1-A
7. Zoning Designations and Uses of properties to the North R-1-A South R-1-A
East RESIDENTIAL West R-1-A
8. Current Use RESIDENTIAL Proposed Use (if applicable) RESIDENTIAL
9. Lot Square Footage 47,252 Building Square Footage 2953
10. Explanation of Relief requested REQUESTING NORTH ELEVATION OF NEW 1 STORY ADDITION TO ALIGN WITH EXISTING NORTH SETBACK
11. Ordinance Section seeking Relief from: _____

APPLICATION MUST BE FILED WITH ORIGINAL SIGNATURES

I hereby certify that the above statements and all accompanying statements and drawings are true and correct to the best of my knowledge. I hereby consent to the entry in or upon the premises described in this application by any authorized official of the Village of Palos Park for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

Neyl A Marquez Digitally signed by Neyl A Marquez
Date: 2023.10.11 13:30:56 -05'00'
Applicant Signature

10/11/2023
Date

Please note that advertisement of proposed projects prior to Village approval in no way creates an obligation for Village approval. Any advance promotion of a project is done at the risk of the petitioner.

VARIANCE HARDSHIP CRITERIA

The following criteria (Village Code Section 1264.07) are used by the Village to help determine if property conditions are hardships that are sufficient to grant a zoning variance.

A. Site Conditions

1. What are the unusual physical conditions of the site; such as size, shape, slope, or other natural or manmade features; that make it a substantial burden to use the property or develop the property?

The existing site sits on steeply sloping terrain. In particular, the north face of the existing structure serves as a bulwark to hold back naturally occurring erosion.

An extension of that north face's footprint with the required zoning setback of 3 feet 4 inches will create a hardship

by allowing erosion a cascading effect and eddies to pool in the setback corner of the addition.

- a. Were these conditions created by current owners of the property? see attached
- b. Are these conditions unavoidable or uncorrectable? see attached
- c. Are these conditions worthy of preservation? see attached
- d. Is the loss of value or reasonable return due to these conditions substantial? see attached

B. Development Design

1. Would the variation serve only the temporary social or personal convenience of the occupant?

No social or convenience aspect from the owner's perspective is garnered. The site is a good distance away from the road.

The owner does see a proactive measure in securing a zoning variance to minimize what would otherwise be called a major inconvenience.

2. Is there another way to design the development that would be suitable for the permitted uses and that does not require a variance?

The design is a simple one room addition that does not lend itself to easily adjust the overall dimensions of the project

A The simple room addition abounds throughout the neighborhood. Very typical

- A. Is this other design similar to other development in the neighborhood? no

C. Community Impact

1. Would the proposed development with the variance alter the essential character, scale, intensity, and open space patterns in the area?

Allowing our request for the zoning variance will have a neutral effect on the community that is neither positively nor negatively influenced by the footprint of the room addition.

- a. Would the proposed development with the variance still be in harmony with the purposes of zoning as described in Section 1260.02 of the Zoning Code? The zoning variance for the room addition shall conform to the provisions set forth in the zoning code 1260.02 and shall comply with it.

2. Would the proposed development with the variance be substantially injurious to other property?

No damage to neighboring adjacent properties is expected.

- a. Would it be detrimental to public interests? NO
- b. Would it be detrimental to Village Plans? NO

Lipostructures LLC

October 10, 2023

Variance Hardship Criteria

Re: Palos Park Addition

I'm listing the second page's outline for our team responses from top to bottom:

Question A-1: Site Conditions:

The existing site sits on steeply sloping terrain. In particular, the north face of the existing structure serves as a bulwark to hold back naturally occurring erosion. An extension of that north face's footprint with the required zoning setback of 3 feet 4 inches will create a hardship by allowing erosion a cascading effect and eddies to pool in the setback corner of the addition.

Question A-1: Site Conditions-a:

The existing structure is sited such as to serve as a bulkhead to minimize what would otherwise be naturally occurring erosion. Extending that north face footprint in one contiguous plane would further enhance soil retention.

Question A-1: Site Conditions-b:

If our request for a zoning variance is denied the site condition with required setback will create conditions necessary to ameliorate runoff from entering and pooling in the backyard.

Question A-1: Site Conditions-c:

The existing site is well worth preserving. Due to the steeply sloping site ANY erosion is detrimental to the site. The required zoning setback would initiate measures to counter increased runoff.

Question A-1: Site Conditions-d:

The required setback will create the condition where more money will be needed to construct necessary landscape retaining bearing walls.

Development Design:

1. No social or convenience aspect from the owner's perspective is garnered. The site is a good distance away from the road. The owner does see a proactive measure in securing a zoning variance to minimize what would otherwise be called a major inconvenience.

2. The design is a simple one room addition that does not lend itself to easily adjust the overall dimensions of the project.

A The simple room addition abounds throughout the neighborhood. Very typical

Community Impact:

1. Allowing our request for the zoning variance will have a neutral effect on the community that is neither positively nor negatively influenced by the footprint of the room addition.

1.a The zoning variance for the room addition shall conform to the provisions set forth in the zoning code 1260.02 and shall comply with (e) of that code in particular.

2. No damage to neighboring adjacent properties is expected.
 - a. No damage to Public interest and b. No damage to Village interest is to be expected.

LEGEND

- 1. BOUNDARY LINE
- 2. EXISTING CONSTRUCTION
- 3. PROPOSED CONSTRUCTION
- 4. EXISTING LOT LINES
- 5. PROPOSED LOT LINES
- 6. EXISTING DRIVE
- 7. PROPOSED DRIVE
- 8. EXISTING SIDEWALK
- 9. PROPOSED SIDEWALK
- 10. EXISTING CURB
- 11. PROPOSED CURB
- 12. EXISTING UTILITY
- 13. PROPOSED UTILITY
- 14. EXISTING TREE
- 15. PROPOSED TREE
- 16. EXISTING FENCE
- 17. PROPOSED FENCE
- 18. EXISTING WALL
- 19. PROPOSED WALL
- 20. EXISTING POLE
- 21. PROPOSED POLE
- 22. EXISTING SIGN
- 23. PROPOSED SIGN
- 24. EXISTING LIGHT
- 25. PROPOSED LIGHT
- 26. EXISTING WATER
- 27. PROPOSED WATER

LINE TYPES

- 1. BOUNDARY LINE
- 2. EXISTING CONSTRUCTION
- 3. PROPOSED CONSTRUCTION
- 4. EXISTING LOT LINES
- 5. PROPOSED LOT LINES
- 6. EXISTING DRIVE
- 7. PROPOSED DRIVE
- 8. EXISTING SIDEWALK
- 9. PROPOSED SIDEWALK
- 10. EXISTING CURB
- 11. PROPOSED CURB
- 12. EXISTING UTILITY
- 13. PROPOSED UTILITY
- 14. EXISTING TREE
- 15. PROPOSED TREE
- 16. EXISTING FENCE
- 17. PROPOSED FENCE
- 18. EXISTING WALL
- 19. PROPOSED WALL
- 20. EXISTING POLE
- 21. PROPOSED POLE
- 22. EXISTING SIGN
- 23. PROPOSED SIGN
- 24. EXISTING LIGHT
- 25. PROPOSED LIGHT
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- 27. PROPOSED WATER

ABBREVIATIONS

- 1. BOUNDARY LINE
- 2. EXISTING CONSTRUCTION
- 3. PROPOSED CONSTRUCTION
- 4. EXISTING LOT LINES
- 5. PROPOSED LOT LINES
- 6. EXISTING DRIVE
- 7. PROPOSED DRIVE
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- 24. EXISTING LIGHT
- 25. PROPOSED LIGHT
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MATCHING

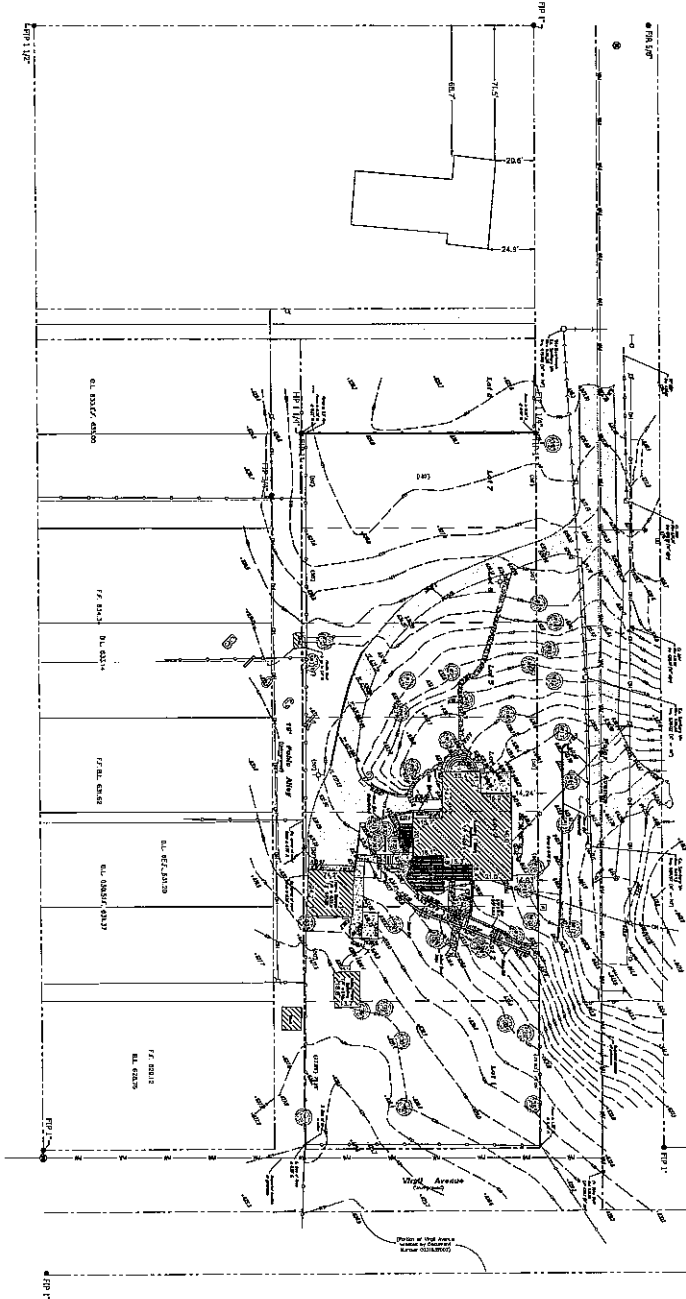
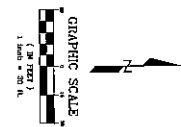
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- 26. EXISTING WATER
- 27. PROPOSED WATER

GENERAL NOTES

1. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS IN CONFORMANCE WITH THE ZONING ORDINANCES OF THE CITY OF PALOS PARK, ILLINOIS. THE SURVEYOR HAS FOUND THAT THE PROPERTY IS IN CONFORMANCE WITH THE ZONING ORDINANCES OF THE CITY OF PALOS PARK, ILLINOIS. THE SURVEYOR HAS FOUND THAT THE PROPERTY IS IN CONFORMANCE WITH THE ZONING ORDINANCES OF THE CITY OF PALOS PARK, ILLINOIS.

TOPOGRAPHIC SURVEY

OF
7925 PALOS AVENUE
PALOS PARK, ILLINOIS



LEGAL DESCRIPTION

LOT 1, 2, 3, 4, 5, 6 and 7 of Block 2, Palos Park Addition to Palos Park, Cook County, Illinois, as shown on the plat of the same block of Palos Park, Illinois, recorded in Cook County, Illinois, in Book 11, Page 11, of the Public Records.

PARCEL IDENTIFICATION NUMBER
22-10-102-0000

SITE DATA
ASSEMBLED THE SEVEN LOTS OF PALOS PARK
IN 1925 BY THE CITY OF PALOS PARK

BENCHMARKS

1. END OF SANITARY MAINLINE, LOCATED WEST OF THE EXTENSION TO THE WEST SIDE OF PALOS AVENUE.
2. END OF SANITARY MAINLINE, LOCATED ON THE SOUTH SIDE OF PALOS AVENUE, WEST OF PALOS PARK.
3. TO OTHER HAND IN BLOCK AND TOWN.

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly licensed and sworn Surveyor in the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the client, and that the same is in accordance with the laws and regulations of the State of Illinois.

DATE: MAY 21, 2023



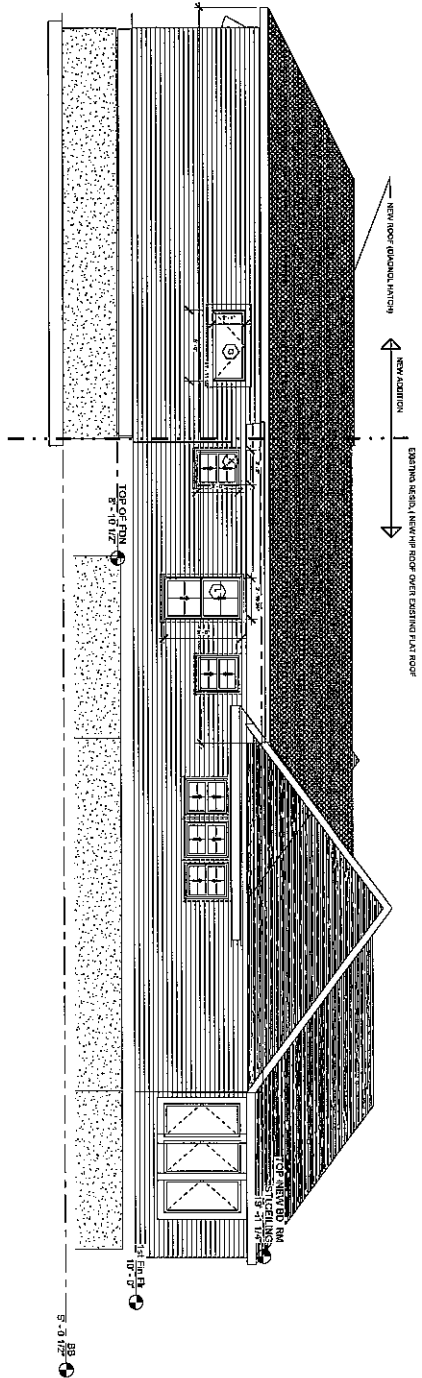
REVISIONS

NO.	DATE	DESCRIPTION
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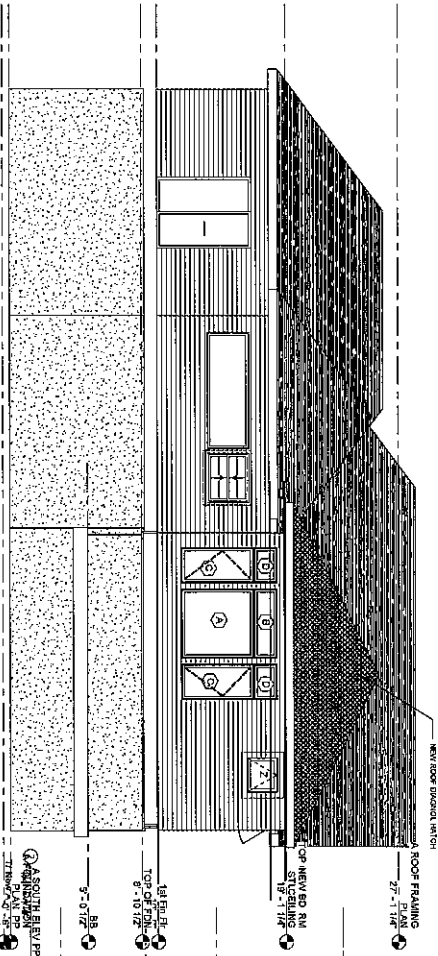
DEI
DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
TEL: (708) 326-4692
FAX: (708) 326-4692
ILL. PROF. LIC. NO. 184-003740

PLAT/TOPOGRAPHIC SURVEY
FOR
7925 PALOS AVENUE
PALOS PARK, ILLINOIS 60464

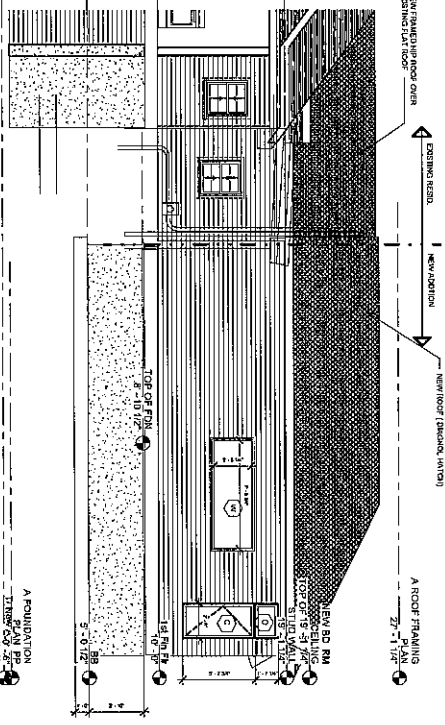
JEAN MARQUEZ



1 NORTH ELEVATION
1/4" = 1'-0"



1 EAST ELEVATION
1/4" = 1'-0"



1 SOUTH ELEVATION
1/4" = 1'-0"

ANDREW LIPOWSKI ARCHITECT
 453 RUGBY RD. N. BARRINGTON IL. 60010
 LIPO STRUCTURES, INC.
 DESIGN: GUILD ARCHITECTS & ENGINEERS

PROJECT: PALOS PARK II
 SHEET: ELEVATIONS
 DATE: 02/29

PH: 847-858-1478
 WWW.ALIPOWSKIARCH.COM

SCALE: 1/4" = 1'-0"
 REVISIONS: REV: 1

LICO ESTIMATION
 1150 S. WASHINGTON ST.
 CHICAGO, IL 60606

ANDREW Z. LIPOWSKI
 ARCHITECT

NEW ADDITION TO EXISTING SINGLE FAMILY HOME
7925 PALOS AVE.
PALOS PARK IL.



VILLAGE OF
PALOS PARK

Village Council

Mayor Nicole Milovich-Walters

Village Clerk Marie Arrigoni

Commissioner G. Darryl Reed

Commissioner Dan Polk

Commissioner Mike Wade

Commissioner Rebecca Petan

Meeting of: November 27, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

ZBA CASE 2023-02: An application has been filed requesting a variation from the requirements of Section 1268.02(f) Side Yards to permit the construction of an attached pool house (along with a swimming pool). Where the required corner side yard setback is 50 feet, the applicant is proposing a corner side yard setback of 26.92 feet. The subject property is commonly known as 20 Huntleigh Road in Palos Park, IL.

BACKGROUND:

The subject property is zoned R-1-A Single Family Residential and is currently improved with a single-family residence. The applicant proposes to construct a pool house (and pool) on the subject property. The pool house is to be connected to the existing home via a covered porch, resulting in the pool house being considered an addition to the existing home per Code.

The subject property is unique in that three of the four sides of the property front a street (Huntleigh to the south, Sunnyslope to the east, and Wolf to the west); with corner side yard setbacks being applicable along both the east and west sides of the property. The proposed addition is 26.92' from the west (Wolf Road) property line, encroaching into the 50' corner yard by 23.08'.

STAFF RECOMMENDATION:

The staff has reviewed the application and recommends approval of the requested variance.

ZONING BOARD OF APPEALS RECOMMENDATION:

The Zoning Board of Appeals held a public hearing and discussed the requested variance at its November 8, 2023 meeting. The applicant gave a presentation and responded to questions from the ZBA. Two letters from residents (not in favor of the request) were read into the record, no other members from the public spoke regarding the request. A motion was made to recommend approval of the requested variance. The vote on the motion was two (2) in favor and five (5) against. As such, *the Zoning Board of Appeals recommends denial of the requested variance as proposed.* See attached "Transmittal of Recommendation" regarding ZBA findings of fact.

The applicant, Mr. Conway, has provided a written response to the ZBA findings (with supporting documentation) which is attached to this staff report.

RECOMMENDED MOTIONS:

Section 1264.08 of the Code states that the Village Council “may approve the variance, deny the variance or refer it back to the Board for further consideration” and that “any proposed variance which fails to receive a positive recommendation from the Board [Zoning Board of Appeals] shall not be approved by Council except by a favorable vote of at least two-thirds (2/3rds) of all the Commissioners.”

- I move to **deny** ZBA 2023-02; regarding a variance request for a 26.96’ corner side yard setback instead of the required 50’ corner side yard setback as required by Sections 1268.02(f) of the Palos Park Village Code; to allow the construction of an addition to an existing single-family residence on the property commonly known as 20 Huntleigh Road.

OR

- I move to **approve** ZBA 2023-02; regarding a variance request for a 26.96’ corner side yard setback instead of the required 50’ corner side yard setback as required by Sections 1268.02(f) of the Palos Park Village Code; to allow the construction of an addition to an existing single-family residence on the property commonly known as 20 Huntleigh Road; and to direct the Village Attorney to prepare the necessary Ordinance.

Attachments:

Transmittal of Recommendation

Letter from Mr. Conway dated November 16, 2023, with supporting documentation

Proposed Site Plan

Staff Report to the Village of Palos Park Zoning Board of Appeals (November 8, 2023)



TO: Mike Wade, Building Commissioner
MEETING DATE: November 8, 2023 at 7:30 pm
FROM: John Marsh, Chair
SUBJECT: Transmittal of Zoning Board of Appeals Recommendation

PROJECT TITLE

ZBA CASE 2023-02: An application has been filed requesting a variation from the requirements of Section 1268.02(f) Side Yards to permit the construction of an attached pool house (along with a swimming pool). Where the required corner side yard setback is 50 feet, the applicant is proposing a corner side yard setback of 26.92 feet. The subject property is commonly known as 20 Huntleigh Road in Palos Park, IL.

PUBLIC HEARING

The Zoning Board of Appeals held a public hearing and discussed the requested variances at its November 8, 2023 meeting. The applicant gave a presentation and responded to questions from the ZBA. Two letters from residents (not in favor of the request) were read into the record, no other members from the public spoke regarding the request.

RECOMMENDATION

At the November 9, 2023 meeting a motion was made to recommend approval of the requested variances. The vote on the motion was two (2) in favor and five (5) against. As such, ***the Zoning Board of Appeals recommends denial of the requested variance as proposed.***

FINDINGS OF FACT

The following are findings of fact made during the November 8, 2023 Zoning Board of Appeals meeting, pursuant to Section 1264.07 (Report of Findings):

1264.07(a) Site Conditions:

The Zoning Board of Appeals finds that there are unusual physical conditions to the site [such as the lot size being smaller than the minimum lot size per Code and the property fronting a street on three of the four sides], a variance request should still meet the essential purposes of the Zoning Board's creation under sections 1260.02(c) ["To protect the character and the stability of the residential, business and manufacturing areas within the village and to guide the orderly and beneficial development of such areas"], 1260.02(i) ["To prohibit uses, buildings or structures incompatible with the character of development or intended uses within specified zoning districts"] and 1260.02(m) ["To prevent the overcrowding of land and undue concentration of structures, so far as is possible and appropriate in each district, by regulating the use and bulk of buildings in relation to the land surrounding them"].

1264.07(b) Development Design:

An additional garage space (home has an existing two car garage), game room area, and buffet do not appear warranted for the variance sought of 23.08 ft or 46.1% of the requirement of 50 ft from Wolf Road. It may be feasible that an alternative design could comply with Code, or at least result in a lesser variance request. In addition, the applicant stated one of the reasons for the

proposed location of the addition is for privacy off Wolf Road and to reduce/mitigate noise from Wolf Road. These objectives could still be met with an alternative design that does not encroach into the corner setback (or encroaches less into the corner setback) and/or through the use of a berm and additional landscaping.

1264.07(c) Development Design:

Wolf Road has a specific character in the Village of Palos Park. Except for two highly visible homes on the corner of Romiga Lane and Wolf Road, the current homes have either significant setbacks from Wolf Road or are blocked or partially blocked from view with trees and foliage. The variance granted would not retain the essential character of the Village of Palos Park, specifically to Wolf Road as stated under section 1260.02(a) ["To promote and protect the public health, safety, morals, comfort, and general welfare"].

DAVID J. CONWAY

20 HUNTLEIGH RD.
PALOS PARK, IL 60464
815-212-0578

November 16, 2023

Village of Palos Park
Kaptur Administrative Center
8999 West 123rd St.
Palos Park, IL 60464

RE: ZBA 2023-02

Ladies and Gentlemen,

This letter is to address my application for a variance of the corner yard setback. I am requesting this variance to allow me to put an addition on my home. The addition would add roughly 1,000 sq ft of living space to a 3,200 sq ft home. The addition would provide additional living space for my family, reduce road noise from Wolf Rd. for my property and the neighborhood as a whole, while keeping the tree line along Wolf Rd. intact, blocking the view from the street. It would also allow us to remove an unsightly shed. While the addition would require the removal of one "undesirable" tree, we would replace it with multiple mature trees as part of an overall landscape design that would be done in conjunction with the addition, although those plans have not been formalized yet. This will be a substantial improvement to the lot and home, improving the appearance of the lot, the noise the neighborhood experiences from Wolf Rd. and to the value of my home which positively affects the value of the surrounding homes. It will also add to the tax base, which is beneficial to the Village overall. I am also not encroaching on any neighbors, only extending toward Wolf Rd. At the end of this project the lot will have more trees than we started with, and buildings will still be approximately 60ft from the road and 30 ft from the lot line with plenty of open space on the lot, and the appearance of the structure itself will be improved. The ZBA Board recommended denial of this request and I ask that you overrule their recommendation and vote in favor.

The reasons I heard from the board in the Zoning Board meeting for denying the application were:

1. It is not in line with character of Palos Park.
2. The addition would be too large and crowd the lot.
3. Lack of hardship.
4. The variance request is too large.

In rebuttal to those reasons for denial I submit the following:

1. The addition is designed to be incorporated into the existing building to look as though it were part of the original build. If that is not in character with Palos Park then neither is my existing home. I also do not find it accurate to state that an addition or pool is not in character with Palos Park in general as both are commonplace within Palos Park.
2. With respect to the crowding of the lot, the Code contains calculations with regard to how much of a lot can be built – the Floor Area Ratio (F.A.R.) and Lot Coverage. We were under the requirements on both. If the Zoning Board does not like the requirement, then I suggest they work towards changing the code but until then, I would ask that they not impart their personal bias on something that is simply a calculation within the village ordinances.
3. The variance was requested based on practical difficulties or particular hardship. There are a couple of hardships with which we are dealing. First, is the positioning of the existing house. The way the house is built on the lot, much of it is already outside the existing setbacks, making it impossible to put an addition on without requesting a variance. Second is that this is a very unique lot. The lot is approximately 198 ft and the combined setbacks are 100 ft resulting in less than 50% of the lot being buildable. This is partially due to the 50 ft setback off Wolf Rd (a road without access to the lot), for which we are requesting the variance. I did not draw the lot lines or build the original house outside of the required setbacks, but those things are preventing me from improving the lot. Additionally, moving the addition to another area on the lot is not an option, again based on the location of the existing house and the required setbacks. My understanding is that these are legitimate hardships.
4. I found multiple variance requests with similar fact patterns that were approved by the board – see below for a summary of those as well as the enclosed minutes from the ZBA meetings for each. One in particular, ZBA 2021-03, is almost identical to mine where the board (many of which were the same members as the current board) voted unanimously to approve. The only differences between the two are that they requested a larger variance, the 2021 request would be encroaching on a residential road and on their neighbors where I would be extending toward Wolf Rd, they requested 2 variances where I am requesting one, and I would be 60 ft from the road due to the easement along Wolf Rd. where they would have been closer to 20-30 ft. I fail to see how that variance and the others listed below get approved but mine does not. In fact, all requests for variance from lot lines for existing homes that the ZBA voted on since 2021 have been approved by the ZBA, except mine.

There were also some concerns raised via letter by two neighbors including:

1. Future use of the addition as something other than its stated use of additional living space (short-term rental for example)
2. This variance would set a precedent.
3. Water issues on the lot

In rebuttal:

1. I can assure you this will never be used as a short-term rental or for any purpose other than additional living space for my family. If it were, Palos has systems in place to address that issue. This is not a valid reason for denial of the request.
2. The precedent has been set already and my request is arguably the least egregious given the distance we would still be from the street and lack of neighbors in the direction of the variance.
3. While I have not experienced water issues in the 4 years since we moved in, this project would allow us an opportunity to direct waterflow to the appropriate areas if needed, adding drainage and grading.

The only people in attendance at our ZBA hearing that went to view the lot were Mark Herman and Dr. Bone. Mr. Herman recommend the ZBA Board approve and Dr. Bone voted yes along with Mike Chrostek. That should say something about the request. If you have not read Mr. Herman's report I encourage you to do so.

I would like to reiterate that this is an improvement to the lot, to the neighborhood, and to Palos Park. It will increase my home value, thereby increasing the value of surrounding homes and add tax revenue. To be honest, I am rather surprised that it was rejected by the ZBA and that I find myself in the position of having to appeal to the Village board to get this approved.

In closing, I ask that you vote in favor of the variance request. I appreciate your time and consideration of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Conway', with a long horizontal flourish extending to the right.

David J. Conway
Enclosures

ZBA Meetings Summary:

ZBA 2021-01 – Application filed requesting variation from requirements of Chapter 1268.02(f) side yard to construct addition. Where corner yard setback is 50 ft, applicant is proposing 36 ft 10 in. Stated purpose is to update property and make house more presentable. Marsh confirms it is a non-conforming property. Melvin asks if house will be sold or rented and petitioner is unsure

Vote: 4 Ayes; 0 Nays; 1 Absent

ZBA 2021-03 – Application filed requesting variation from requirements of Chapter 1268.02(f) Side Yard and 1286.02 (g) Rear Yard to construct a garage addition. Where required corner side yard setback is 50 ft, applicant is proposing set back of 26.23 ft. and where required rear yard setback is 50 ft. applicant is proposing 20 ft. Stated purpose is for extra space for bikes and cars. The lot is non-conforming

Vote: 4 Ayes; 0 Nays; 1 Absent

ZBA 2021-06 – Application filed requesting variation from requirements of Chapter 1268.02(f) side yard to construct a new single-family home. Where required set back is 54.28 ft applicant is proposing a set back of 17.91 ft.

Vote: 6 Ayes; 0 Nays; 1 Absent

ZBA 2023-02 (My Case) – Application filed requesting variation from requirements of Chapter 1268.02(f) Side Yard to permit construction of an addition. Where corner yard set back is 50 ft applicant is proposing setback of 26.92 ft.

Vote: 2 Ayes; 5 Nays; 0 Absent

There are additional examples of setback variances being approved but these were the ones that are the ones that have the most similar fact patterns to my request.



VILLAGE OF
PALOS PARK

ZONING BOARD OF APPEALS

WEDNESDAY, FEBRUARY 10, 2021 AT 7:30PM

- I. ROLL CALL:** The meeting of the Zoning Board of Appeals of the Village of Palos Park, Cook County, Illinois was called to order at 7:30PM.

Chairman: John Marsh

Members: Phyllis Adams, Patrick Melvin and Nancy Konior

Absent: Vanetta Wiegman

Staff: Lauren Pruss, Community Development Director
Kathleen Fitzgibbons Building Department Coordinator

- II. APPROVAL OF PRIOR MEETING MINUTES:** Minutes were deferred, there was not enough members present from previous meeting.

III. PUBLIC HEARING:

ZBA 2021 - 01: An application has been filed requesting a variation from the requirements of Chapter 1268.02 (f) Side Yards to permit the construction of an addition to the rear of the structure. Where the required corner side yard setback is 50 feet, the applicant is proposing a corner side yard setback of 36 feet 10 inches feet at the property commonly known as 12223 S. 88th Avenue in Palos Park, IL.

Petitioner requests variance because he is trying to update property and make the house more presentable and in doing so needs to add to its square footage. Marsh confirms it's a non-conforming property. Richard Bone lives across the street and saw the pictures of the improved property he completely approves of. Member Melvin asked the petitioner if he plans on selling or renting the property. The petitioner said he unsure of what he plans on doing with the property.

Upon roll call vote, the motion to recommend approval carried as follows:

AYES: -4 Konior, Adams, Melvin and Marsh

NAYS: -0

ABSENT: -1 Wiegman

ZBA 2021 - 02: An application has been filed requesting a variation from the requirements of Chapter 1268.02 (f) Side Yards to permit the construction an attached garage. Where the required side yard setback is 22.377 feet, the applicant is proposing a side yard setback of 15 feet at the property commonly known as 9010 Forest Glen Boulevard in Palos Park, IL.

Mark Adair is the petitioner representing the resident who is requesting a side yard variance for a new attached garage on the existing house. The property was constructed before the Village current code. Marsh commented that he drove by and noticed that there is currently work being done. Mr. Adair confirmed that they are currently remodeling the property.

Upon roll call vote, the motion to recommend approval carried as follows:

AYES: -4 Melvin, Adams, Konior and Marsh

NAYS: -0

ABSENT: -1 Wiegman

IV. NEW BUSINESS: No new business

V. AUDIENCE COMMENTS: None

VI. ADJOURNMENT:

There being no further business, Chair Marsh made a motion, second by Member Melvin, to adjourn the meeting at 7:55 PM. Upon voice vote, the motion carried unanimously.

The foregoing minutes were approved by the Zoning Board of Appeals on

4/14

, 2021.


Building Department Coordinator



VILLAGE OF
PALOS PARK

ZONING BOARD OF APPEALS

WEDNESDAY, APRIL 14, 2021 AT 7:30PM

- I. ROLL CALL:** The meeting of the Zoning Board of Appeals of the Village of Palos Park, Cook County, Illinois was called to order at 7:32PM.

Chairman: John Marsh

Members: Phyllis Adams, Vanetta Wiegman and Nancy Konior

Absent: Patrick Melvin

Staff: Lauren Pruss, Community Development Director
Kathleen Fitzgibbons Building Department Coordinator

- II. APPROVAL OF PRIOR MEETING MINUTES:** Chair Marsh called for a motion to approve the minutes of the February 10, 2021 Zoning Board of Appeals. Motion was made by Member Adams, second by Nancy Konior to approve the minutes.

Upon roll call vote, the motion carried as follows:

AYES: -4 Konior, Adams, Wiegman and Marsh

NAYS: -0

ABSENT: -1 Melvin

III. PUBLIC HEARING:

- IV. ZBA 2021 - 03:** An application has been filed requesting a variation from the requirements of Chapter 1268.02 (f) Side Yards, and Chapter 1286.02 (g) Rear Yards to permit the construction of a garage addition to the rear of the structure. Where the required corner side yard setback is 50 feet, the applicant is proposing a corner side yard setback of 26.23 feet, and where the required rear yard is 50 feet, the applicant is proposing a setback of 20 feet at the property commonly known as 12100 South 86th Avenue in Palos Park, IL.

Petitioner requests variance for 2 car garage because he needs the extra space for bikes and cars. He wants the garage in the back and off of 86th avenue for the safety of the kids. The lot is non-conforming lot that is less than an acre. Director Pruss said there were not any opposition letters. The architect for the project said he designed the garage to line up with the setback of the existing home. Neighbor Riley Barron said he fully support the garage addition. Members Adams and Wiegman both commented that they like the plans for the garage.

Upon roll call vote, the motion to recommend approval carried as follows:

AYES: -4 Konior, Adams, Wiegman and Marsh

NAYS: -0

ABSENT: -1 Melvin

V. NEW BUSINESS: No new business

VI. AUDIENCE COMMENTS: None

VII. ADJOURNMENT:

There being no further business, Chair Marsh made a motion, second by Member Konior, to adjourn the meeting at 7:47 PM. Upon voice vote, the motion carried unanimously.

The foregoing minutes were approved by the Zoning Board of Appeals on

July 14, 2021.


Building Department Coordinator



VILLAGE OF
PALOS PARK

ZONING BOARD OF APPEALS

WEDNESDAY, DECEMBER 8, 2021 AT 7:30PM

- I. ROLL CALL:** The meeting of the Zoning Board of Appeals of the Village of Palos Park, Cook County, Illinois was called to order at 7:32PM.

Chairman: John Marsh

Members: Phyllis Adams, Vanetta Wiegman and Nancy Konior
Mike Wade, Patrick Melvin

Absent: Richard Bone

Staff: Mark Herman, Community Development Director
Kathleen Fitzgibbons Building Department Coordinator

- II. APPROVAL OF PRIOR MEETING MINUTES:** Chair Marsh called for a motion to approve the minutes of the July 14, 2021 Zoning Board of Appeals. Motion was made by Member Adams, second by Nancy Konior to approve the minutes.

Upon roll call vote, the motion carried as follows:

AYES: -6 John Marsh, Phyllis Adams, Vanetta Wiegman, Nancy Konior
Mike Wade and Patrick Melvin

NAYS: -0

ABSENT: -1 Richard Bone

III. PUBLIC HEARING:

1. ZBA 2021 - 06: An application has been filed requesting a variation from the requirements of Chapter 1268.02 (f) Side Yards to permit the construction of a new single-family residence. Where the required side yard setback is 54.28 feet, the applicant is proposing a side yard setback of 17.91 feet at the property commonly known as 7919 McCarthy Road in Palos Park, IL.

Mr. John Stanton, the petitioner's architect requests a variance because his client's current property is abnormally shaped lot, which creates challenges with compliance with the applicable side yard setback. Discussion was had by the ZBA members considering the petitioner's request for a side yard setback of 17.91 feet at the property.

One member of the public, Peng Doe, who lives in a house adjacent to the subject property, spoke during the public hearing with concerns about ensuring his property does not flood.

Upon roll call vote, the motion to recommend approval carried as follows:

AYES: -6 John Marsh, Phyllis Adams, Vanetta Wiegman, Nancy Konior
Mike Wade and Patrick Melvin

NAYS: -0

ABSENT: -1 Richard Bone

2. ZBA 2021 - 07: An application has been filed requesting a variation from the requirements of Chapter 1268.02(e) Front Yards, Chapter 1268.02(f) Side Yards, and Chapter 1268.02(g) Rear Yards to permit the construction of an attached garage on an existing residence. Where the required front yard setback is 65.54 feet, the applicant is proposing a front yard setback of 52.4 feet for the addition; where the required side yard setback is 29.78 feet, the applicant is proposing 12 feet; and where the required rear yard is 50 feet, the applicant is proposing 20 feet. The subject property is commonly known as 12441 Elm Street in Palos Park, IL.

Mr. David Meyer, the petitioner, presented his variation requests to permit the construction of an attached garage on an existing residence because his current property only has an attached garage that functions as only a one car garage. Discussion was had by the ZBA members considering the petitioner's request for a front yard setback of 52.4 feet for the addition, side yard setback of 12 feet, and rear yard setback of 20 feet.

The petitioner also proposed an alternative proposal with a proposed side yard setback of 10.5 feet, for additional room in the proposed attached garage addition. The petitioner also presented photographs of water on the south side of the property after heavy rains.

The ZBA discussed the request and had concerns about the proposed size of the side yard setback, the distance of the proposed work to adjacent structures, and discussed potential alternative design related to use of the existing attached garage.

Upon roll call vote, the motion to recommend continuing the request to the next regularly scheduled meeting carried as follows:

AYES: -6 John Marsh, Phyllis Adams, Vanetta Wiegman, Nancy Konior
Mike Wade and Patrick Melvin

NAYS: -0

ABSENT: -1 Richard Bone

IV. NEW BUSINESS: No new business

V. AUDIENCE COMMENTS: None

VI. ADJOURNMENT:

Letter from Mr. Conway dated November 16, 2023, with supporting documentation

There being no further business, Chair Marsh made a motion, second by Member Konior, to adjourn the meeting at 9:27 PM. Upon voice vote, the motion carried unanimously.

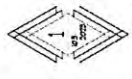
The foregoing minutes were approved by the Zoning Board of Appeals on

Jan 12th, 2022.

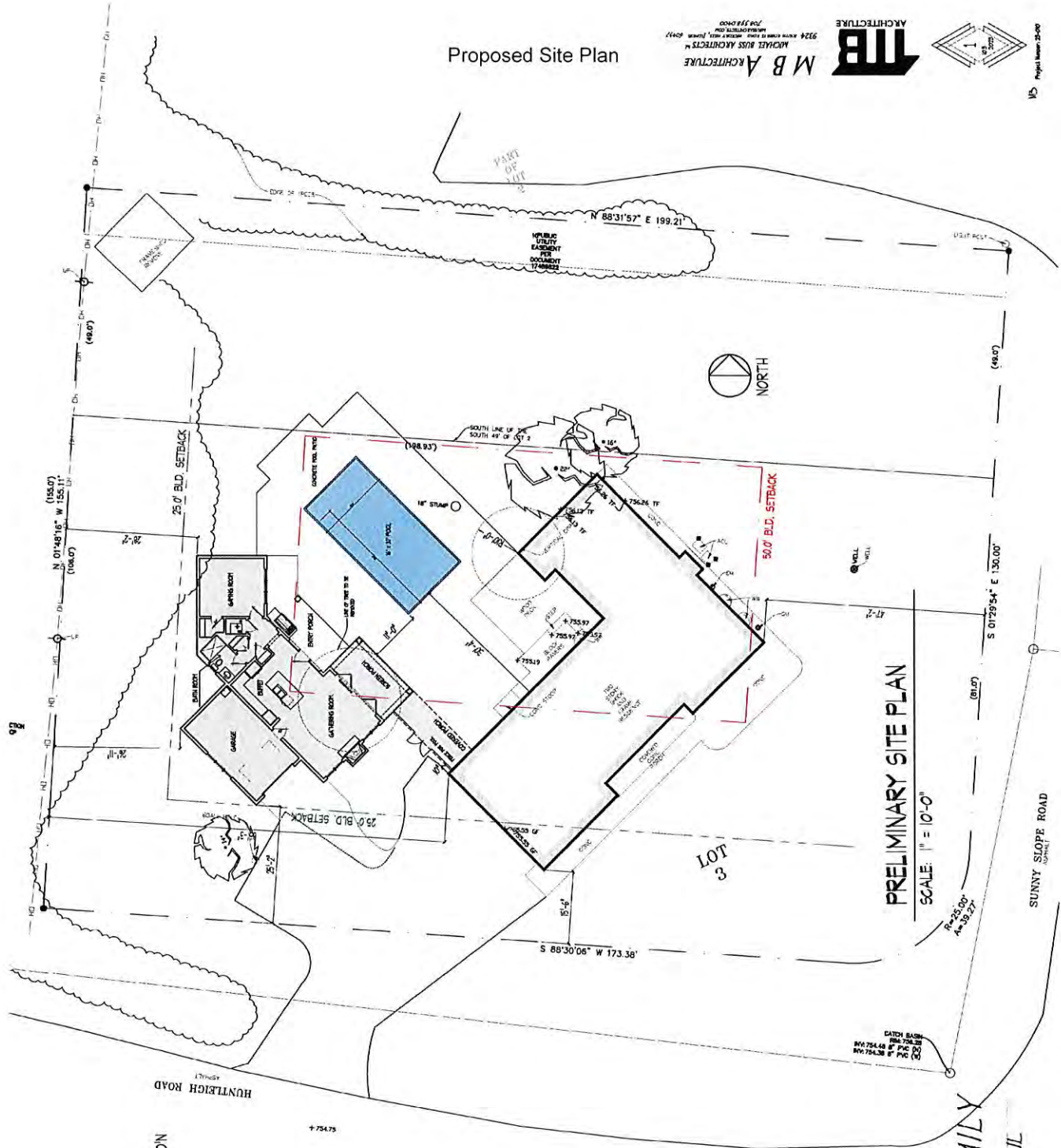

Building Department Coordinator

Proposed Site Plan

M B A ARCHITECTURE
 MICHAEL BISS ARCHITECTS
 9324 NORTH KENNEDY ROAD, SUITE 100, PALOS PARK, ILLINOIS 60464
 TEL: 708.398.0900



Project Name: 20-00



PRELIMINARY SITE PLAN
 SCALE: 1" = 10'-0"

ZONING DISTRICT	R-1-A
LOT SIZE MINIMUM	43560.0 S.F.
ACTUAL	30689.7 S.F.
YARDS REQUIRED	PROPOSED ADD'N
FRONT 50'-0	15'-6 HUNTEIGH 25'-2
SIDE INT 50'-0	47'-2 SUNNYSLOPE N.A.
SIDE OPP 50'-0	85'-3 WOLF 26'-11
REAR 50'-0	58'-9 N.A.
BUILDING HT. ADDITION	ACTUAL 22'-4
25'-0 TO MEAN	
F.A.R.	
(1/4 ACRES TO ACRE = 22%)	30,689.7 X .22 = 6,751.7 S.F.
ACTUAL	5016 S.F.
LOT COVERAGE	
30689.7 X .2 = 6,137.94	ACTUAL 4062

Site Plan for
THE CONWAY FAMILY
 Palos Park, IL
 20 Huntleigh Road

REQUIRED FINDINGS OF FACT FOR VARIATIONS

The Village Code *requires* that the Zoning Board of Appeals shall make a findings of fact regarding proposed variance(s) [Section 1264.07]. The entirety of these standards, with staff findings of fact and analysis, are attached to this staff report as **Exhibit 1: REPORT OF FINDINGS**.

PUBLIC NOTICE

The Public Hearing notice was published in *The Daily Southtown* on October 20, 2023, in accordance with the Village Zoning Ordinance. At that time a sign was posted on the subject property, and the Village notified neighboring property owners within 350' of the subject property 15-30 days prior to the date of the hearing.

STAFF RECOMMENDATION

The staff has reviewed the application and recommends *approval* of the requested variances.

RECOMMENDED MOTION

Concurring with the findings of fact as contained in **Exhibit 1: Report of Findings**, I move to recommend that the Village Council approve the requested 26.92' corner side yard setback, instead of the required 50' corner side yard setback; as required by Section 1268.02(f) of the Palos Park Village Code; to allow the construction of an addition to an existing single-family residence on the property commonly known as 20 Huntleigh Road.

*Please note that if the Zoning Board of Appeals desires to make a recommendation to deny the request, the motion should include **specific Findings of Fact** by the Zoning Board of Appeals as to the deficiencies of the requested variance(s) as to the standards set in **Section 1264.07** of the Village Code.*

EXHIBITS:

1. Report of Findings (with staff findings)
2. Aerial Map
3. Zoning Map
4. Topographic Map
5. Staff Photographs of Subject Property
6. Applicant Submittals
 - a. Cover Letter
 - b. Application and Variance Hardship Criteria
 - c. Plans

**VILLAGE OF PALOS PARK – ZONING BOARD OF APPEALS REPORT OF FINDINGS FOR
VARIANCE REQUESTS PURSUANT TO 1264.07 OF THE VILLAGE CODE
Regarding: ZBA Case 2023-02: 20 Huntleigh Road**

Text from the Village Code is provided in “Cambria” 12-point font and staff findings are provided in “Courier New” 11-point font.

1264.07 REPORT OF FINDINGS.

The Zoning Board of Appeals shall report its findings and recommendations in writing to Council within thirty days from the conclusion of the public hearing. In considering all proposed variances to this Zoning Code, the Board shall, before recommending that Council grant a variance, first determine and make a finding of fact that the proposed variance will not merely serve as a convenience to the applicant, but is necessary to alleviate practical difficulties or a demonstrable hardship in the way of carrying out the strict letter of those regulations relating to the use, construction, or alteration of buildings or structures or the use of land, and that:

(a) Site Conditions. There are one or more unusual physical conditions of the site, such as size, shape, or slope, that were not created by a person having an interest in the property, that are unavoidable or uncorrectable, or that are worthy of preservation, such as a creek, wetland, or specimen trees, and that make it a substantial burden to use the property or develop the property, or otherwise result in a substantial loss of value or cause the site to be unable to yield a reasonable return, without a variance.

Finding: There are multiple “unusual physical conditions” for the subject property: the property size (0.705 acres) is less than 1 acre. The applicable zoning setbacks for R-1-A zoned properties are intended for lots of 1 acre or more in size. In addition, the property is unusual in that three of the four sides of the property have frontage along a street, resulting in one front yard and two corner side yards (whereas typical corner lots have one front yard but only one corner side yard). None of these conditions were created by the applicant. Per Code the corner side yard setback is 50’, resulting in a total of 100’ of corner side yard setbacks on the property. Having two corner yards on the property results in an unusual amount of setbacks to apply to a property. In addition, the existing home is angled on the property, which further complicates building an addition on the property.

(b) Development Design. The variation would not merely serve the temporary social or personal convenience of an occupant, and an alternative development plan that would conform to Code would not be suitable for the uses permitted by Code and would not be typical of similar properties in the area.

Finding: The construction of the building addition would be permanent and therefore not serve any temporary convenience. The proposed location

of the pool house addition acts as an additional barrier off of Wolf Road, allowing for increased privacy and a potential reduction in noise and light. Alternative designs might may result in encroachment into the rear setback and/or potential impact to additional trees on the property.

(c) Community Impact. The variation would retain the essential character, scale, intensity, and open space of the area, and would be in harmony with the purposes of the Zoning Code as stated in Section 1260.02 of this Code, and would not be substantially injurious to other property, or be detrimental to public interests or adopted Village plans.

Finding: The proposed variance for the addition to an existing single-family residence will not alter the essential character and scale of the neighborhood.

In addition, the Board shall look to, and make findings of fact in regard to, those factors set forth in *Section 1260.05(b)(1) through (6) [see below]* in regard to the requested variation. Such findings of fact shall be incorporated in the written report to Council.

The Zoning Board of Appeals may recommend certain limited conditions on the development subject to the variance that are necessary or appropriate to reduce the impact or injurious effect of said variance and to better carry out the general intent of the Village regulations.

1260.05(b) (1-6):

(1) Existing uses of property within the general area of the property in question;

Finding: The existing uses in the surrounding area are all residential uses. The proposed use is in keeping with residential use.

(2) The zoning classification of property within the general area of the property in question;

Finding: The subject property and the surrounding area are all zoned R-1-A One-Family Dwelling District. Other than the requested variance, the proposed development is in conformance with the requirements of the R-1-A zone.

(3) The suitability of the property in question to the uses permitted under the existing and proposed classifications;

Finding: The existing and proposed residential use of the property is permitted in the R-1-A zone.

(4) The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place since the date the property was placed in its present zoning classification;

Finding: The proposed development is consistent with the residential trend of development in the surrounding area.

(5) Proposed uses of property within the general area of the property in question as represented on the Village Comprehensive Plan;

Staff Report to the Village of Palos Park Zoning Board of Appeals (November 8, 2023)

Finding: The proposed development is consistent with the Comprehensive Plan designation of Low Density Single Family Residential.

(6) The frontage and square footage of the land involved and whether or not it adjoins a parcel of land which bears the same zoning district classification as the proposed amendment.

Finding: The subject property is surrounded by other properties also zoned R-1-A.



TO: Village of Palos Park Zoning Board of Appeals
HEARING DATE: November 8, 2023 at 7:30pm
FROM: Building Department
SUBJECT: Staff Report

PROJECT INFORMATION

ZBA CASE 2023-02: An application has been filed requesting a variation from the requirements of Section 1268.02(f) Side Yards to permit the construction of an attached pool house (along with a swimming pool). Where the required corner side yard setback is 50 feet, the applicant is proposing a corner side yard setback of 26.92 feet. The subject property is commonly known as 20 Huntleigh Road in Palos Park, IL.



APPLICANT INFORMATION

PROPERTY OWNER AND APPLICANT: David Conway
 20 Huntleigh Road
 Palos Park, IL 60464

PROPERTY INFORMATION

PROPERTY SIZE: 30,689.7 sf	EXISTING ZONING: R-1-A One Family Dwelling District	SURROUNDING ZONING AND LAND USES: North: R-1-A One Family Dwelling District, Single Family Residence South: R-1-A One Family Dwelling District, Single Family Residence East: R-1-A One Family Dwelling District, Single Family Residence West: R-1-A One Family Dwelling District, Single Family Residence	COMPREHENSIVE PLAN LAND USE DESIGNATION: Low Density Single-Family Residential
ADDRESS: 20 Huntleigh Road	EXISTING LAND USE: Single-Family Residential		
PIN: 23-29-303-005-0000			

PUBLIC COMMENT: Staff has received one inquiry regarding the application.

BACKGROUND

The subject property, commonly known as 20 Huntleigh Road, is zoned R-1-A Single Family Residential and is currently improved with a single-family residence. The applicant proposes to construct a pool house (and pool) on the subject property. The pool house is to be connected to the existing home via a covered porch, resulting in the pool house being considered an addition to the existing home per Section 1260.08(1a) of the Code (“...or where an accessory building is attached to the main building in a substantial manner, as by a roof, such accessory building shall be counted as part of the main building”). The proposed addition includes a single-car garage, a screened porch, a gathering room, buffet area (kitchen), a bathroom, and a gaming room.

The subject property is unique in that three of the four sides of the property front a street (Huntleigh to the south, Sunnyslope to the east, and Wolf to the west). Since the home generally faces south, has vehicular access from the south, and is addressed to Huntleigh Road; the south property line is considered the front yard. Per Section 1260.08(55) of the Code, *both* the property lines off of Sunnyslope and Wolf are considered corner side yards (“Corner lot means a parcel of land situated at the intersection of any combination of two or more streets...”). The proposed addition is 26.92’ from the west (Wolf Road) property line, encroaching into the 50’ corner yard by 23.08’. As shown in Table 1, below, the proposal complies with other applicable zoning requirements.

	Requirement	Proposed
Lot Size	43,560 sf (1 ac)	30,689.7 sf (.705 ac)
Lot Width	150 feet	~199 feet
Setbacks/Yards		
Front (average of block)	15.5 feet	15.5 feet (existing home) 25.167 feet
Corner Side	50 feet	47.167 feet to east (existing home) 26.92 feet to west (proposed addition)
Side (greater of 15% or 15')	~29.85'	N/A
Rear	50 feet	58.75 feet (existing home)
Total Side Yard	30 feet	74.08 feet
Side Load Garage Setback	30 feet	N/A
Floor Area Ratio (varies based on lot size)	22%	16%
Lot (Building) Coverage	20%	13%
Dwelling Size	2,200 sf minimum	5,289 sf

Table 1: Summary of Proposal with Applicable Zoning Requirements as it pertains to proposed development. Proposed variances are highlighted in yellow. Items that comply with the Code are not highlighted.

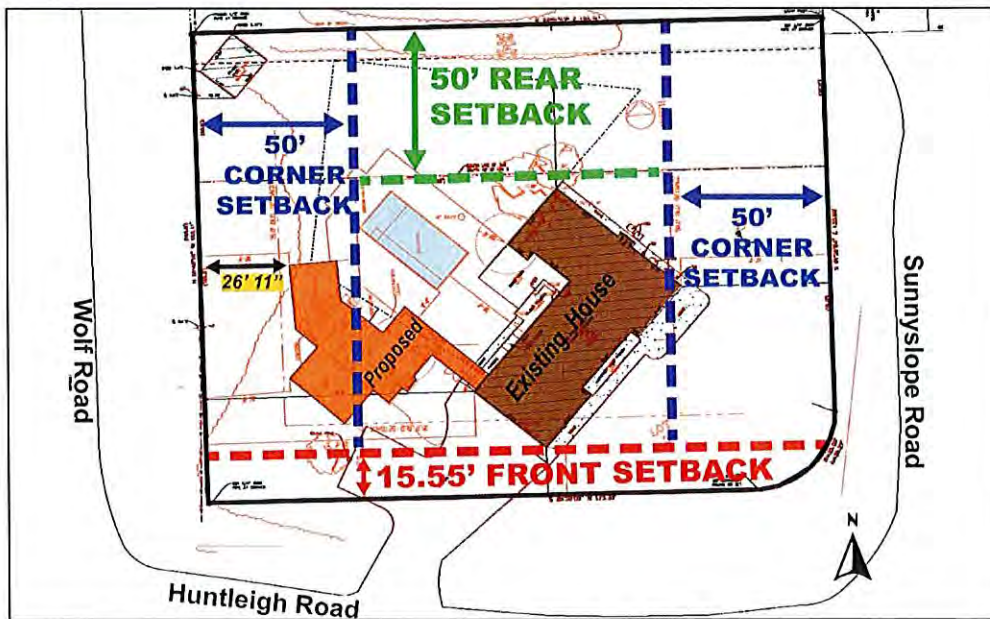


Figure 1: Required Setbacks (north is to the top)



Village of Palos Park GIS



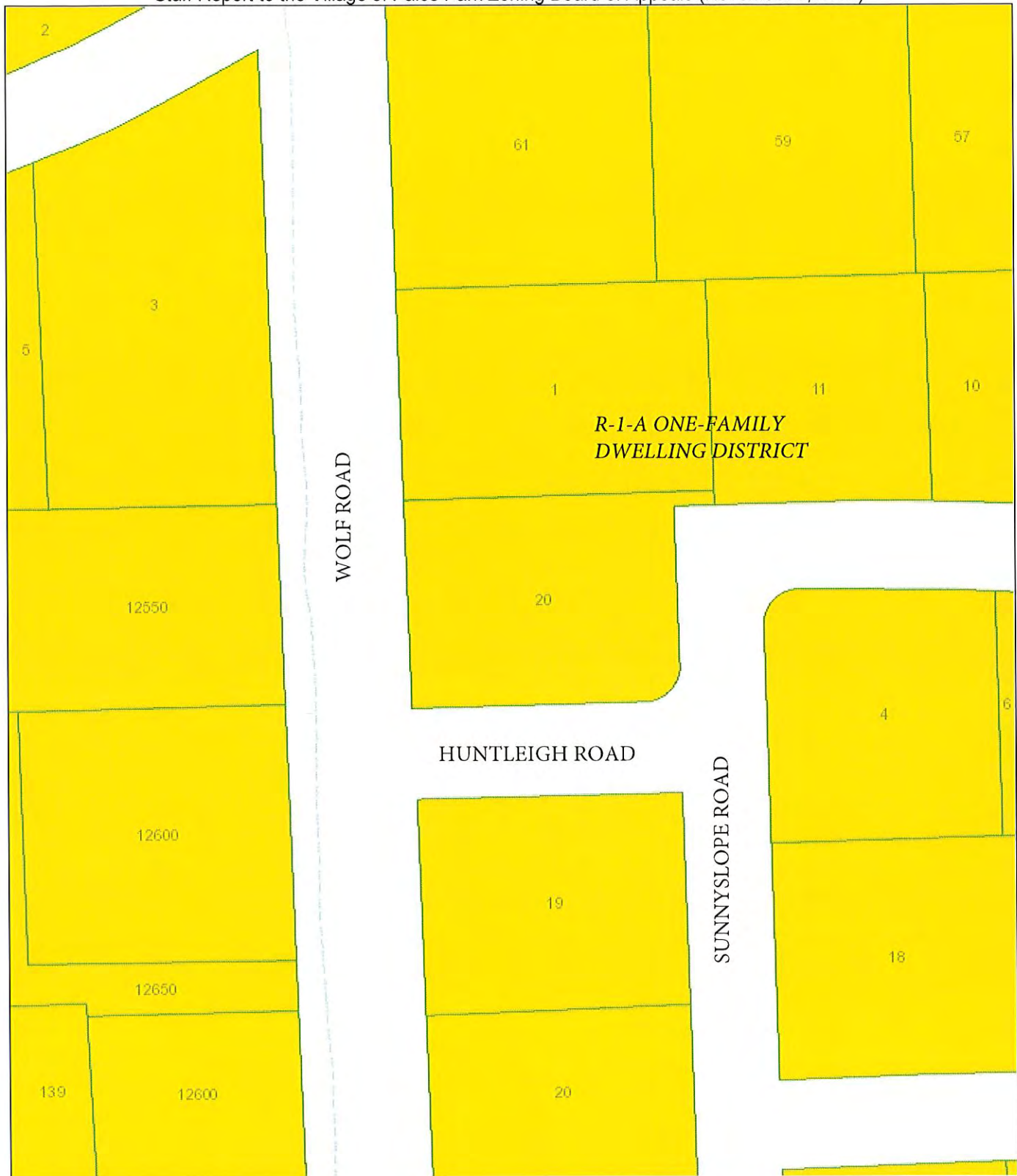
VILLAGE OF PALOS PARK

8999 West 123rd Street
Palos Park, IL 60464
(708) 671-3700

DISCLAIMER: The Village of Palos Park does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 100'

Print Date: 10/30/2023



Village of Palos Park GIS

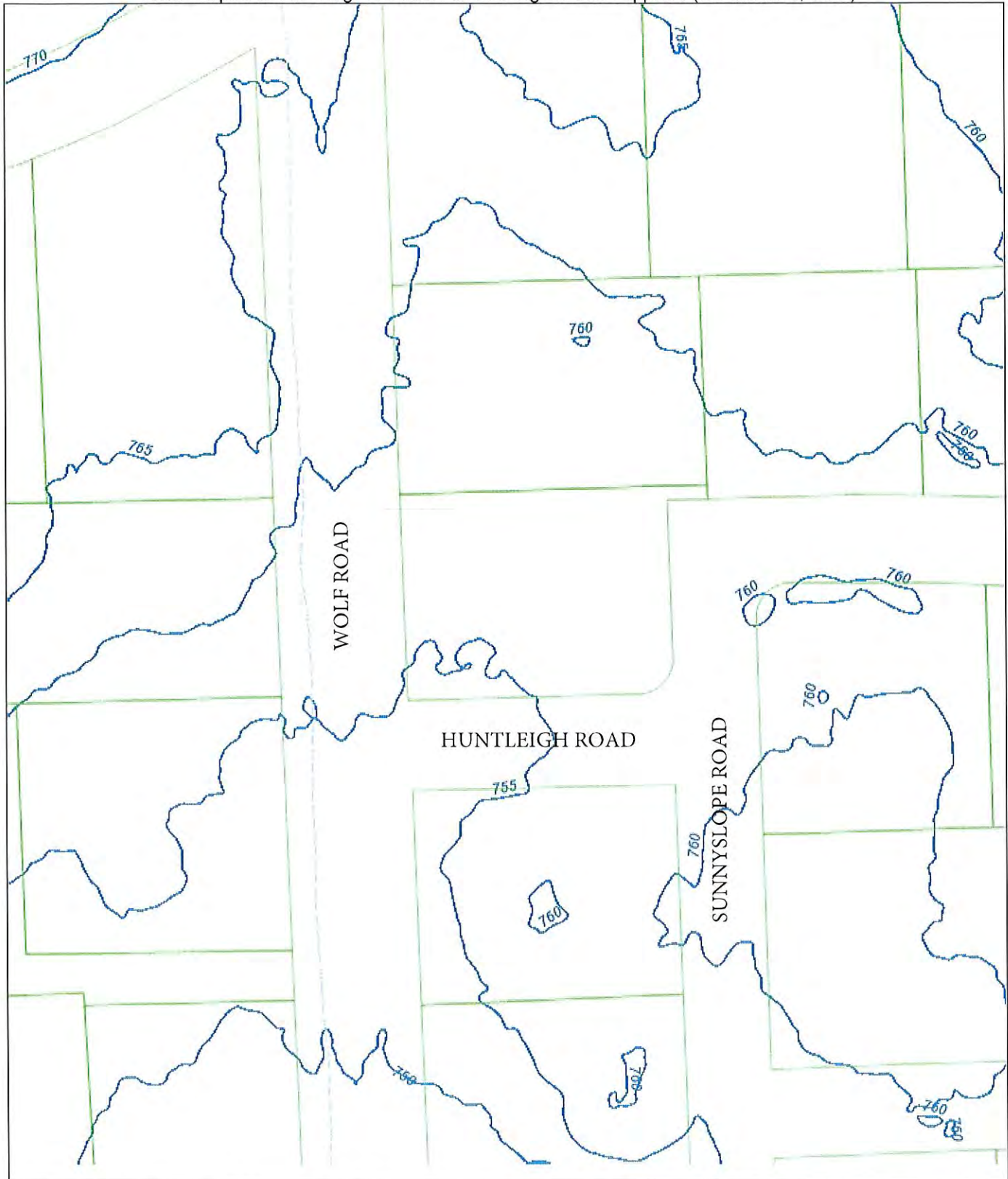


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Print Date: 10/30/2023

Staff Report to the Village of Palos Park Zoning Board of Appeals (November 8, 2023)



Staff Report to the Village of Palos Park Zoning Board of Appeals (November 8, 2023)





October 6, 2023

To: Mark Herman
Director of Community Development
Village of Palos Park

Mark,

On behalf of the owners attached find the variance application submittal for 20 Huntleigh Rd.

Included are the following:

- Application
- Proof of ownership
- Elevations
- Palos Park FAR calculation chart
- Site plan
- Plat of survey
- Tree inventory

The owners are seeking a variance to the building setbacks for their house located at 20 Huntleigh Road, so they can add a pool house and built-in swimming pool for their family. The house is a corner lot surrounded by Huntleigh Road, Sunny Slope, and Wolf Roads. The only access being from Huntleigh (see site plan). The house was placed at an angle pointing towards the corner intersection of Huntleigh and Sunny Slope. The setbacks are less than the required by the zoning code, with the Huntleigh setback being only 15'-6". The required setbacks are 50'-0" for corner lots and the results would require a 50'-0" setback from all property lines. The placement of the pool house and pool within these setbacks is less than desirable.

The placement we are proposing would reduce the setbacks as follows. The Huntleigh road side would be 25'-2", Wolf Road at 26'-11" and no changes to either the Sunny Slope side or the rear yard setback. The home sits at the entry to the subdivision, and this variance will serve to improve the security and privacy to the lot as well as limiting the noise pollution from the traffic on Wolf Road. The Wolf road side has dense scrub and brush, with some trees, providing a barrier to the road. Our proposed plans keep this area intact. There is 1 tree (#6) located in the new addition area. The remaining, with proper protection, should not be an issue.

Regarding the F.A.R. and lot coverage, neither will exceed the required maximums.

The overall building height is well within the zoning requirements.

Regards,

Michael Buss

Community Development Department
8999 West 123rd Street
Palos Park, IL60464
Phone: 708-671-3700
Fax: 708-448-9542
E-mail: permits@palospark.org
Web: www.palospark.org



Applic. Date: _____
File #: _____
Fee: _____

Application for Zoning Board of Appeals

1. Applicant David Conway Daytime Phone _____

Mailing Address 20 Huntleigh Rd Email Address: david@conwaytax.com

2. Owner(s) of Record David Conway and Colleen Delaney Daytime Phone 708-598-0400

Mailing Address 20 Huntleigh Rd

3. Applicant is: Owner Attorney Other Agent (please specify) _____
(Note: A letter of authorization from the owner(s) of record must be attached)

4. Address/Location of Subject Property 20 Huntleigh Rd

5. Permanent Index Number(s) of Subject Property 23-29-303-005-0000

6. Present Zoning Classification R-1-A Proposed Zoning Classification (if applicable) _____

7. Zoning Designations and Uses of properties to the North R-1_A lot South Huntleigh Rd Easement

East Sunny Slope Rd Easement West Wolf Rd Easement

8. Current Use Single Family Proposed Use (if applicable) _____

9. Lot Square Footage 30,689.7 Building Square Footage -Current 3,732 Proposed 1,686

10. Explanation of Relief requested - I wish to add onto my home as well as adding a pool. Due to the improper placement of the home when it was built, the front and side yard setback requirements can not be met.

11. Ordinance Section seeking Relief from: 1268.02 R-1-A (E) Front Yard 1268.02 (F) Side Yards

APPLICATION MUST BE FILED WITH ORIGINAL SIGNATURES

I hereby certify that the above statements and all accompanying statements and drawings are true and correct to the best of my knowledge. I hereby consent to the entry in or upon the premises described in this application by any authorized official of the Village of Palos Park for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.


Applicant Signature

10/5/2023
Date

Please note that advertisement of proposed projects prior to Village approval in no way creates an obligation for Village approval. Any advance promotion of a project is done at the risk of the petitioner.

VARIANCE HARDSHIP CRITERIA

The following criteria (Village Code Section 1264.07) are used by the Village to help determine if property conditions are hardships that are sufficient to grant a zoning variance.

A. Site Conditions

1. What are the unusual physical conditions of the site; such as size, shape, slope, or other natural or manmade features; that make it a substantial burden to use the property or develop the property? ___
The site is a corner lot of approximately 30,689.7 s.f. fronted on 3 sides by streets (Huntleigh, Wolf and Sunny Slope). Assuming the front yard is Huntleigh and Wolf road and Sunny Slope are corner side yards which gives this particular lot 50'-0" setbacks on the front, side, and rear yards. The existing house was also placed closer to Huntleigh Road and Sunny Slope than the current setbacks allow as well as being placed on a severe angle relative to the corner roads. Maintaining a 50'-0" setback when the existing house is 15'-7" creates an extreme hardship on this particular lot, and limits the amount of improvements that can be made. _____
 - a. Were these conditions created by current owners of the property? __NO _____
 - b. Are these conditions unavoidable or uncorrectable? __YES _____
 - c. Are these conditions worthy of preservation? __YES _____
 - d. Is the loss of value or reasonable return due to these conditions substantial? __YES _____

B. Development Design

1. Would the variation serve only the temporary social or personal convenience of the occupant? ___ The home sits at the entry to the subdivision, and this variance will serve to improve the security and privacy to the lot as well as limiting the noise pollution from the traffic on wolf road.

2. Is there another way to design the development that would be suitable for the permitted uses and that does not require a variance? ___No. ___Due to the current conditions on this lot relocating the addition and pool will create other variances. _____
 - A. Is this other design similar to other development in the neighborhood? __not that I can locate. _____

C. Community Impact

1. Would the proposed development with the variance alter the essential character, scale, intensity, and open space patterns in the area?

___The development of this lot will improve the character of the neighborhood and is not outside of the scale, intensity or open space patterns of the area. It fits into the F.A.R. ratio and lot coverage allowances for this lot and zoning _____

a. Would the proposed development with the variance still be in harmony with the purposes of zoning as described in Section 1260.02 of the Zoning Code?

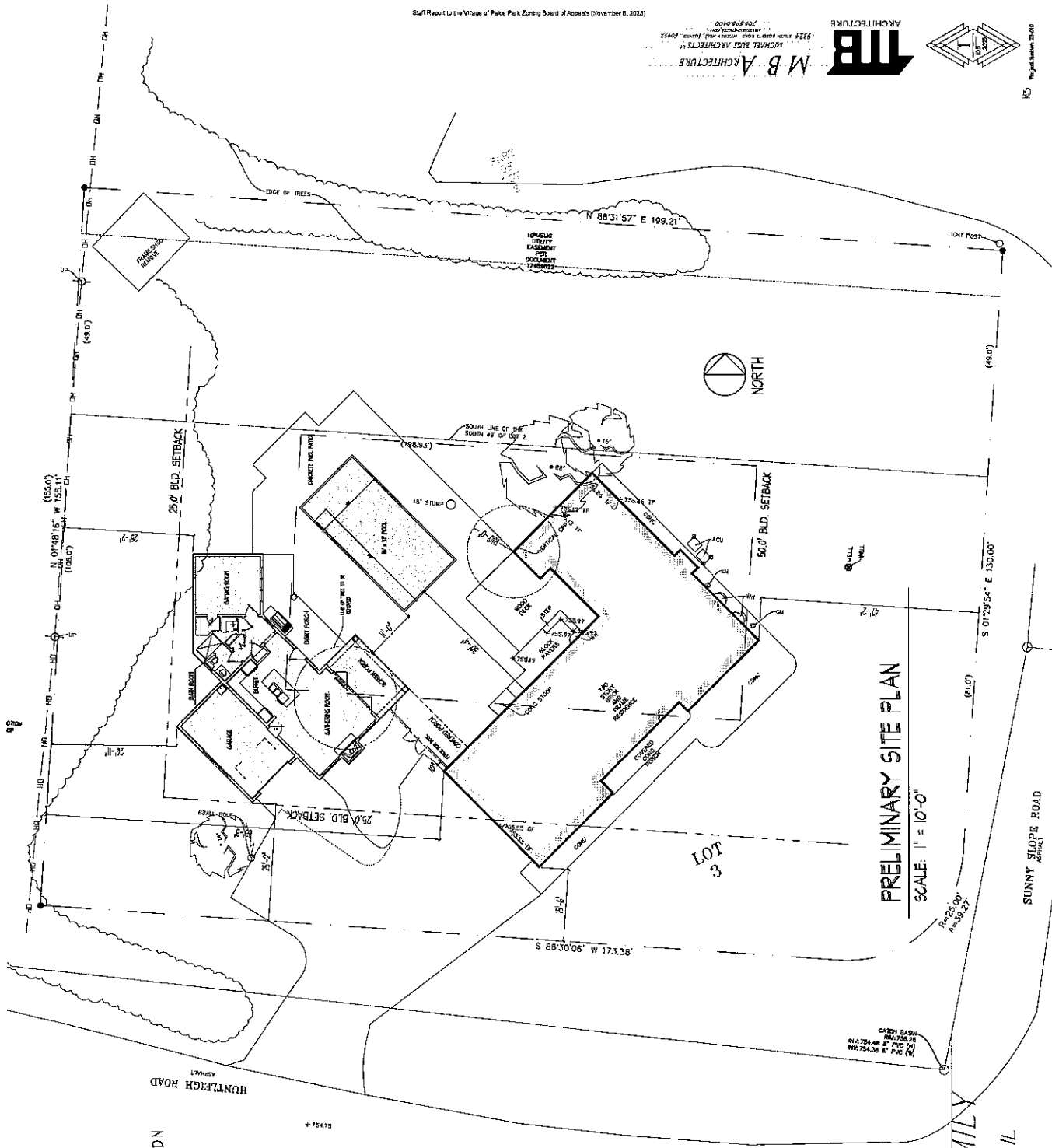
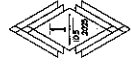
___YES_____

2. Would the proposed development with the variance be substantially injurious to other property?

___NO_____

a. Would it be detrimental to public interests? _NO_____

b. Would it be detrimental to Village Plans? _NO_____



PRELIMINARY SITE PLAN

SCALE: 1" = 10'-0"

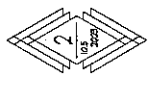
ZONING DISTRICT	R-1-A
LOT SIZE MINIMUM	43560.0 S.F.
ACTUAL	30689.7 S.F.
YARDS	PROPOSED ADDN
FRONT	15'-6 HUNTLEIGH 25'-2
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SIDE OFF	88'-3 WOLF 26'-11
REAR	58'-9 N.A.
BUILDING HT ADDITION	
25'-0 TO MEAN	ACTUAL 22'-4
F.A.R.	
(1/3 ACRES TO ACRE = 22%)	30,689.7 X .22 = 6,751.7 S.F.
ACTUAL	5018 S.F.
LOT COVERAGE	
30689.7 x .2 = 6,137.94	ACTUAL 4062

Site Plan for:

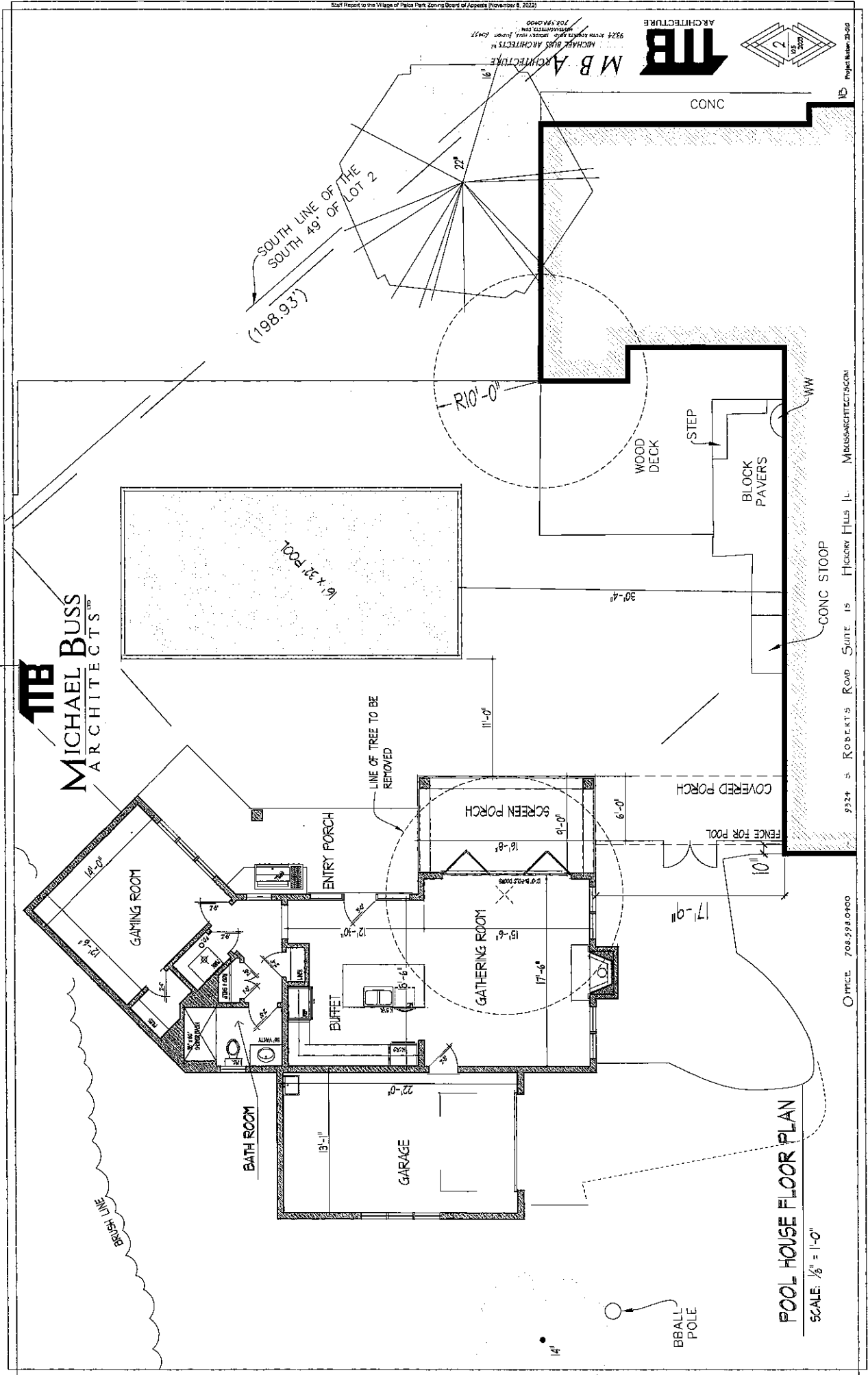
THE CONWAY FAMILY

20 Huntleigh Road
 Palos Park, IL

M B A ARCHITECTURE
MICHAEL BUSS ARCHITECTS
9324 ROBERTS ROAD SUITE 15 HICKORY HILLS IL 60155
708.598.0900



Project Number: 2023



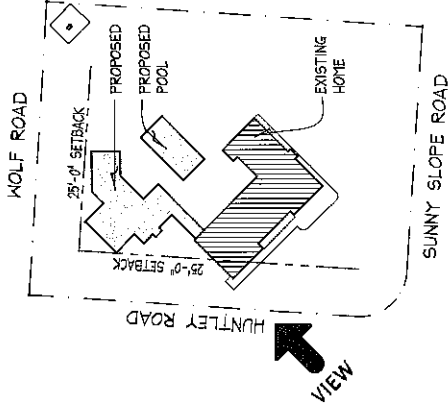
M B A ARCHITECTS
MICHAEL BUSS ARCHITECTS

9324 ROBERTS ROAD SUITE 15 HICKORY HILLS IL 60155
MICHAEL BUSS ARCHITECTS

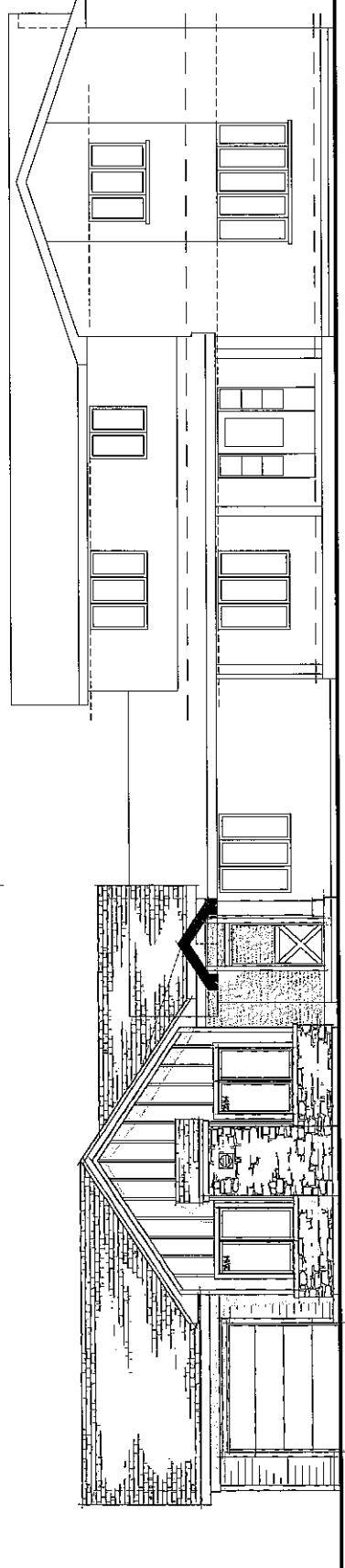
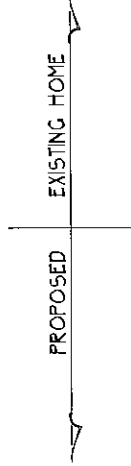
OFFICE: 708.598.0900

POOL HOUSE FLOOR PLAN
SCALE: 1/8" = 1'-0"

BBALL POLE

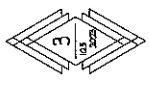


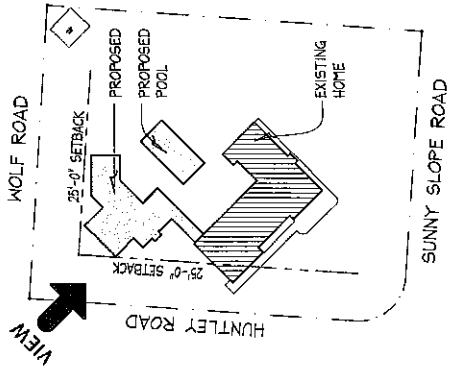
SITE PLAN LEGEND
 NO SCALE



POOL HOUSE ELEVATION

SCALE: 1/8" = 1'-0"

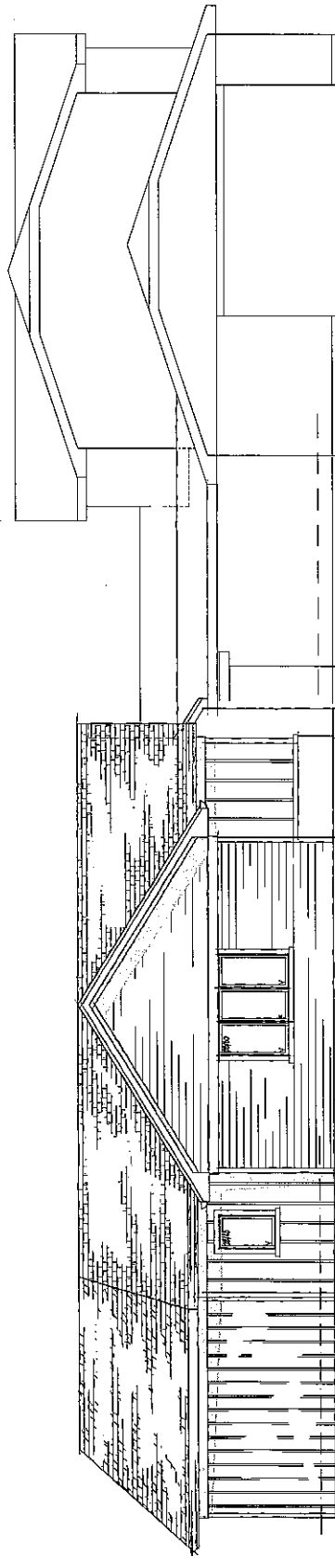




SITE PLAN LEGEND
 NO SCALE

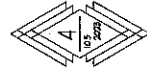


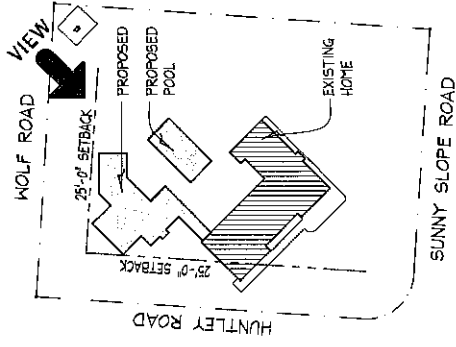
PROPOSED
 EXISTING HOME



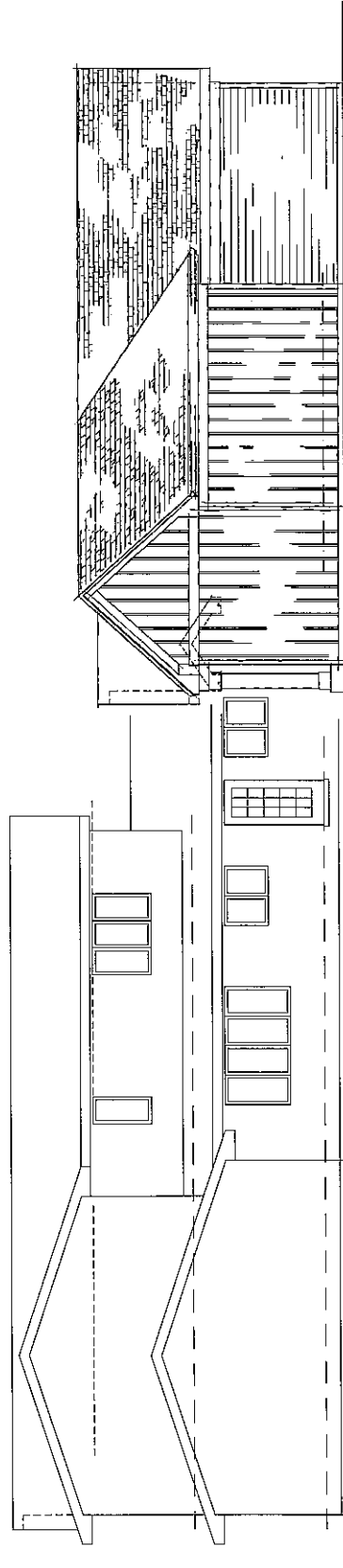
POOL HOUSE ELEVATION

SCALE: 1/8" = 1'-0"



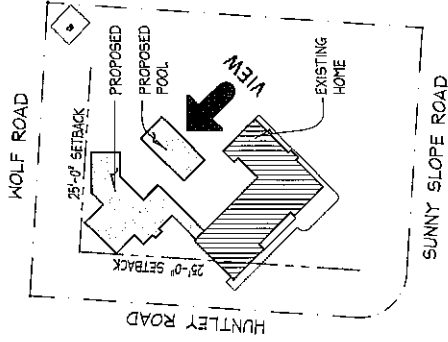


SITE PLAN LEGEND
 NO. SCALE



POOL HOUSE ELEVATION

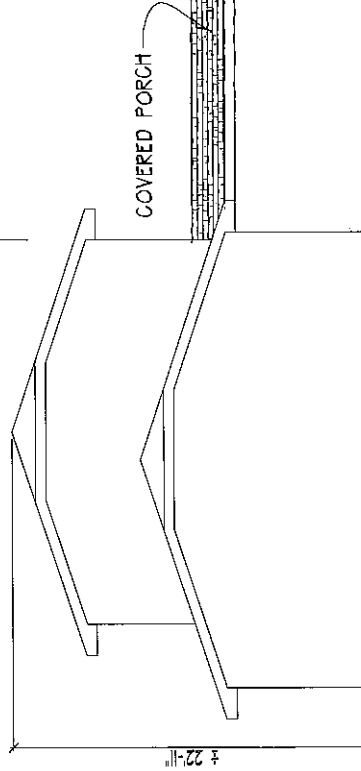
SCALE: 1/8" = 1'-0"



SITE PLAN LEGEND
 NO SCALE



EXISTING HOME
 PROPOSED



BOARD + BATTEN SIDING
 SCREENED PORCH

POOL HOUSE ELEVATION

SCALE: 1/8" = 1'-0"

PALOS PARK FLOOR AREA RATIO CALCULATION

Staff Report to the Village of Palos Park Zoning Board of Appeals (November 8, 2023)

Date: _____ Address: 20 HUNTLEIGH ROAD

1. LOT AREA: 30689.7 s.f.

2. BASEMENT: N.A. s.f.

() (One-half or more of the floor to ceiling height is above the average grade of the dwelling).

3. FIRST FLOOR: 1720 s.f. + 907 ADDITION

4. SECOND FLOOR: 1356 s.f.

5. ATTIC (HOUSE): N.A. s.f.

6. GARAGE (HOUSE): 656 s.f. + 315 ADDITION

7. GARAGE (ATTIC): N.A. s.f. + 464 PORCH

8. TOTAL (House/Garage/Attic) AREA: 5289 s.f.

$$\underline{1720} + \underline{1356} + \underline{656} + \underline{907} + \underline{315} + \underline{464} = \underline{5418} - \overset{**}{(400)} = 5018$$

9. ALLOWABLE GROSS FLOOR AREA: 6751.7 s.f.

Formula: ($\frac{1}{2}$ ACRES TO ACRE = 22%) $30689.7 \times .22 = 6751.7$ S.F.

() x () * = _____
Lot Area

10. ALLOWABLE BUILDING COVERAGE: 6137.9 s.f.

Formula:

(30689.7) x 2 = 6137.9 s.f.
Lot Area

* $\frac{1}{2}$ acre or less 23%, over $\frac{1}{2}$ acre to 2 acres 22%, over 2 acres 21.5%

** $\frac{1}{2}$ acre or less 750 s.f., over $\frac{1}{2}$ acre but less than 1 acre 400 s.f.

1 acre = 43,560 s.f.

Staff Report to the Village of Palos Park Zoning Board of Appeals (November 8, 2023)
WOLF RD



20 Huntleigh Road Tree Inventory

Tree #	Size (in.)	Scientific Name	Common Name	Condition
1	6	Acer saccharum	Sugar Maple	Good
2	16	Acer saccharum	Sugar Maple	Fair
3	30	Quercus palustris	Pin Oak	Good
4	16	Gleditsia triacanthos	Honey Locust	Good
5	15	Acer rubrum	Red Maple	Fair
6	26	Acer saccharum	Silver Maple	Good
7	20	Gleditsia triacanthos	Honey Locust	Good
8	9	Morus alba	White Mulberry	Good
9	8	Gleditsia triacanthos	Honey Locust	Good
10	7	Morus alba	White Mulberry	Good
11	23	Ulmus americana	American Elm	Good
12	15	Morus alba	White Mulberry	Good
13	24	Populus deltoides	Eastern Cottonwood	Good
14	6	Ulmus americana	American Elm	Good
15	10	Ulmus americana	American Elm	Good
16	9	Ulmus americana	American Elm	Good
17	10	Ulmus americana	American Elm	Good

EXHIBIT 1
TREE
INVENTORY
20 HUNBLEIGH RD
PALOS PARK, IL

Legend

- Parcels
- Tree Root Buffer

Trees

- Good
- Fair

N
 W
 E
 S

ENGINEERING
RESOURCE ASSOCIATES
 1 inch = 30 feet
 0 5 10 20 30 40 Feet



VILLAGE OF
PALOS PARK

Village Council

Mayor Nicole Milovich-Walters
Village Clerk Marie Arrigoni
Commissioner G. Darryl Reed
Commissioner Dan Polk
Commissioner Mike Wade
Commissioner Rebecca Petan

Meeting of: November 27, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Replace the existing 10" Water Valve and install New Meter on 119th Street.

BACKGROUND/HISTORY:

The existing 10" valve on 119th Street near One Park Place is leaking and needs to be replaced. In addition, the meter for One Park Place also needs to be replaced. Public Works received two (2) quotes for this work from Airy's Inc. at \$13237.83, and Sunset Sewer and Water at \$11,035.00. Both companies are qualified to do the work and have done repairs for the Village. Public Works would like to accept the proposal from Sunset. Work will be done on the weekend to reduce the disturbance to customers as both One Park Place and Brookside will need to be shut down during the repair. Monies are available in the Water Fund for this project.

STAFF RECOMMENDATION:

Staff recommend approving the proposal from Sunset Sewer and Water.

RECOMMENDED MOTION:

I move to approve the proposal from Sunset Sewer and Water in the amount of \$ 11,035.00.

SUNSET SEWER & WATER, INC.

PO Box 1954
Frankfort, IL 60423
Phone 815-469-0610
Email: sunsetbryant@aol.com

Proposal ID: SS23-005

Name: Village of Palos Park

Date: 11/3/2023

Address: 8999 W 123rd Street

Location: 119th St at Creek

City: Palos Park State: IL ZIP: 60464

Valve

Attention: Joe

Description: Replacement

Sunset Sewer & Water, Inc. is pleased to submit a proposal for this project in accordance with plans & specifications as prepared by:

Per site visit on 10/27/23

Qty	Description	Unit Price	Total
1	<p>Valve Replacement in Existing Vault</p> <p>Sunset Sewer & Water, Inc proposes to provide labor, equipment, to excavate area of water vault, remove cone section, shut down water after hours for businesses, remove leaking valve, install new 10" Valve, connect to existing with Hymax Coupling, remove meter to commercial building for flushing, restore pressure, install new meter provided by Village, reset cone section, backfill with excavated material and clean up site for restoration by others.</p> <p><i>Total for Valve Replacement</i></p>		\$ 11,035.00
	<p>10" Ductile Iron Pipe, Valve, Hymax Couplings, and Mega Lug kits provided by Sunset. Meter and associated material provided by Village</p>		

SUNSET SEWER & WATER, INC.

PO Box 1954
 Frankfort, IL 60423
 Phone 815-469-0610
 Email: sunsetbryant@aol.com

Proposal ID: SS23-005

Name: Village of Palos Park Date: 11/3/2023
 Address: 8999 W 123rd Street Location: 119th St at Creek
 City: Palos Park State: IL ZIP: 60464 Valve
 Attention: Joe Description: Replacement

Sunset Sewer & Water, Inc. is pleased to submit a proposal for this project in accordance with plans & specifications as prepared by:

Per site visit on 10/27/23

Qty	Description	Unit Price	Total
	Notes		
	Prices include mobilization to site, excavation, pipe installation, working overtime to accommodate businesses, backfilling with soils and leaving site in an orderly fashion.		
	Prices do not include restoration of surfaces, permits, bonds, or fees.		

All work stated above shall be completed for the estimated total sum of \$ 11,035.00
 Eleven Thousand, Thirty Five & 00/100----- Dollars

The "General Conditions" on attached pages shall be considered as part of the proposal.

Sunset Sewer & Water, Inc. is hereby authorized to proceed per proposed items, prices, general conditions, and notes listed above.

Respectfully Submitted by,
Sunset Sewer & Water, Inc.

Accepted By: _____

Proposed By: Bryan Thrun

Date: _____

Date: 11/3/2023

Prices quoted are good for 30 days. Pricing is based on standard work hours and work days. Changes in scope of work will require recalculation of price and acceptance of owner before work may continue.

Payment terms: Invoices will be submitted at the end of every month. Payments are due within 30 days of date on invoice.

PROJECT PROPOSAL & CONTRACT



21825 Cherry Hill Road, Joliet, IL 60433
(708) 429-0660 www.airys.com (708) 429-0795

To:
Mr. Dan Foster
Village of Palos Park
8999 123rd St
Palos Park, IL 60464

Date: 11/7/2023
Job Number:
E23-675
Job Name/Location
10" Valve Replacement
8102 W. 119th St.
Palos Park, IL

Phone: 708-259-0978
Fax/e-mail:
dfoster@palospark.org

We hereby submit specifications and estimates per plans dated: None

Replace Existing 10" Valve

Includes:

- Remove existing valve vault cone
- Remove existing 10" valve
- Furnish and install new 10" RW Gate Valve in existing vault
- Re-install existing valve vault cone

Notes:

- All restoration by others
- Work to be completed on a Saturday

TOTAL BASE BID

\$13,237.83

The referenced amount reflects our Lump Sum bid for the referenced project

The following considerations are made as part of the bid and contract documents

- No permits, bonds, taxes, licenses, or fees
- Airy's and their subcontractors to be held harmless from utility construction in any areas requiring permit(s)/easements for construction.
- No filling existing structures
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc. not included.
- On site and Off site restoration by others
- Staking & layout by others
- Exploratory excavation for utilities limited to those areas noted and scaled from plan
- Not responsible for re-routing/reconnection due to the confliction of utilities at crossings whether shown or not.
- Not responsible for determination of design crossing conflictions.
- Televising of existing or proposed sewers is not included unless expressly mentioned in this proposal.
- Vacuum testing of structures is not included unless expressly mentioned in this proposal.
- Contaminated groundwater/storm water handling or disposal is not included.
- Not responsible for the Excavation, Handling, Hauling, or Disposal of any contaminated soils. Airy's may work in

- other areas, or suspend construction until such material is removed or cleaned.
- Disposal of unsuitable materials not included.
- Owner to allow for the extension of time to the project in the event of revisions, additions, or the changes in the scope of the project without adverse effects to Airy's or their subcontractors.
- In the event soil erosion is provided in a bid line, we will provide the initial installation. Further maintenance is to be provided by others.
- All CCDD spoil created by Airy's scope of work to be hauled off site.
- All services to terminate at property line.
- Dewatering is excluded.
- Rock excavation is excluded.
- Traffic control by others.
- Tree removal/trimming by others.
- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is excluded.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.
- All water main depths are calculated with 5,0' cover, added depths may require a change in unit price.
- This Proposal is based on 2023 Labor Rates. June 1, 2023 through May 31, 2024.

In the event another contract format is used, these pages shall be considered as an exhibit.
 We propose to furnish material and labor - complete in accordance with the plans and specifications listed above:
 This exhibit is for the sole purpose of determining value of installed utilities for the monthly payments and to determine the price of additions or deletions from the plans and specifications. It is agreed and understood by the parties hereto that all utilities covered under this contract shall be installed per plans and specifications as listed above for the completed price of:

Thirteen thousand two hundred thirty-seven and 83/100----- Dollars

Payment to be made monthly as work progresses, as billed, per units installed, no retention.

Net amount due by 10th of the month following month in which work was performed.

Should any other contract document be used, this form shall be considered an exhibit to the contract.

\$13,237.83

Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to supersede. All work to be in compliance with the Standard Specifications for Water and Sewer Main Construction in Illinois.

Any alteration or deviation from specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the contract amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

This proposal may be withdrawn by us if not accepted within 5 days due to the volatility of materials at this time.

Airy's Authorized Signature_____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All fees for collection including, but not limited to court costs, arbitrator fees, and attorney fees are the sole responsibility of the customer.

Signature_____

Date of Acceptance_____

Signature_____



8999 West 123rd Street
 Fax: (708) 448-9542
 Phone: (708)671-3730
 Palos Park, IL 60464
 www.palospark.org

To: Mike Wade, Building Dept. Commissioner
 From: Building Department
 Date: November 21, 2023
 Subject: Building Department Report for Council Meeting November 27, 2023

When looking to hire a trust-worthy business, you can always contact the Better Business Bureau. The BBB helps people find and recommend businesses they can trust. People can be overwhelmed with choices – and often unsure about where to find verified, unbiased information. There are thousands of websites that offer a range of information, including reviews, reports, directories, listings, and gripe sites. BBB is the one place you can find it all. Contact the BBB at (312) 832-0500 or www.bbb.org

PERMITS: The Building Department processed five (5) permits November 7, 2023-November 21 resulting in \$2,908.00 in permit fees.

BUILDING PERMIT INSPECTIONS

Ten (10) inspections were completed during this time.

ADDRESS	PERMIT TYPE	COST
12002 S 88 TH AVENUE	INGROUND POOLS	\$1,733.00
4 FOX LANE	ROOF	\$225.00
12294 S ARCHER AVENUE	ROOF	\$225.00
13010 S LAGRANGE	SIGN	\$450.00
11532 OLD PRAGUE	ELECTRIC	\$275.00
	TOTAL	\$2,908.00
	PREVIOUS REPORT	\$123,031.07
	FISCAL YEAR TO DATE	\$125,939.07



Village Council
Mayor Nicole Milovich-Walters
Village Clerk Marie Arrigoni
Commissioner G. Darryl Reed
Commissioner Dan Polk
Commissioner Mike Wade
Commissioner Rebecca Petan

Meeting of: November 27, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

An Ordinance Approving a Plat of Consolidation (117-119 Forest Edge Drive, Palos Park, Illinois).

BACKGROUND:

The Village has received an application for consolidation of 117-119 Forest Edge Drive from Curt Hlad, representing the owner of the subject property (Malik Ali). The subject property consists of two parcels containing a total of 2.66 acres. The owner would like to consolidate the two parcels into one lot to allow for the development of a new single-family home.

There are public utility and drainage easements that would need to be vacated after utility infrastructure is properly relocated. These items would need to be substantially completed prior to the issuance of a building permit for the new home. The request is being made at this time to facilitate the relocation of non-Village utilities.

STAFF RECOMMENDATION

Staff recommends approval of the plat for the 117-119 Forest Edge Drive Consolidation.

RECOMMENDED MOTIONS:

I move to approve Ordinance 2023 – 23 “An Ordinance Approving a Plat of Consolidation (IM Family – 117 and 119 Forest Edge Drive, Palos Park, Illinois).

Attachments:

Ordinance 2023-23
Plat of Consolidation

ORDINANCE NO. 2023-23

**AN ORDINANCE APPROVING A PLAT OF CONSOLIDATION
(MI FAMILY – 117 and 119 Forest Edge Drive, Palos Park, Illinois)**

WHEREAS, a petition has been filed with the Village, requesting that certain land, as hereinafter described, be consolidated into a single lot; and

WHEREAS, the Village Council of the Village deems it to be in the best interests of the Village that said consolidation be authorized and allowed;

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

SECTION 1: That the consolidation, legally described as follows:

LOTS 9 AND 10 IN SHADOW RIDGE ESTATES, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2004 AS DOCUMENT NUMBER 0405839025, IN COOK COUNTY, ILLINOIS

P.I.N.s: Parcel 1: 23-30-203-010-0000
Parcel 2: 23-30-203-009-0000

Common Address: 119 and 117 Forest Edge Drive, Palos Park, Illinois 60464

is hereby approved.

SECTION 2: That the Mayor and Village Clerk are hereby authorized to sign and attest to the Plat of Consolidation, attached hereto as Exhibit A and made part hereof, and are further authorized to cause a copy of the Plat of Consolidation to be recorded with the Cook County Recorder of Deeds.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption and approval, as provided by law.

ADOPTED this 27th day of November, 2023, pursuant to a roll call vote as follows:

AYES: -0-

NAYS: -0-

ABSENT: -0-

APPROVED by me this 27th day of November, 2023.

Nicole Milovich-Walters, Mayor

ATTEST:

Marie Arrigoni, Village Clerk

Exhibit A

Plat of Consolidation

(attached)

Palos Park Police Cadet Holiday Food Drive

The Palos Park Police Cadet program is in holiday season mode and the program's annual Holiday Food Drive is well underway.

Cadets are looking for donations of non-perishable foods such as canned goods or boxed goods.

The cadets will accept donations at the Palos Park Police Department, 8999 W. 123rd Street.

Collections will continue through January 1.

All donations will go to local Food Pantries that help families within the Palos area.

To request a pick-up and more information, call 708-671-3770.

Drop-off sites for the food drive include:

- Palos Park Recreation Center, 8901 W. 123rd Street
- Palos Park Library, 12330 Forest Glen Blvd.
- Palos Park Metra Station, 12200 S. 82nd Avenue
- Village of Palos Park Kaptur Administrative Center, 8999 W 123rd Street

Palos Park Police Department Safety tips this Holiday Season

APPROACH YOUR CAR WITH YOUR KEYS READY.

Always approach your car with your keys in your hand. Rather than standing in the parking lot with your head down as you dig through a bag to find your keys, keep them readily accessible.

MAKE SURE YOUR PHONE IS CHARGED.

Arrive at your holiday shopping destination with a fully charged phone battery and keep a charging cable in your car.

PUT YOUR PHONE AWAY.

And speaking of your phone, make sure you put yours away as you're walking through the parking lot. Eliminate as many distractions as you can so that you're able to stay aware of what's going on around you.

SHARE YOUR SHOPPING PLANS.

Let your friends or family know when you're headed out shopping and when you plan to be home.

WALK WITH CONFIDENCE – HEAD UP AND EYES FORWARD.

Walking with confidence makes you appear less of a target to attackers. Keep your head up and your eyes forward so that you can easily scan your surroundings.

TRUST YOUR GUT.

Always trust your gut instincts. If something doesn't seem right or you get a strange feeling, go back inside the store. You can request that a security guard escort you to your car. Call for an officer to assist you.

Also, if you are shopping at night, park in a well-lit area. Park as close to the building as possible. Do not leave the vehicle unoccupied while the motor is running and do not leave children unattended in a vehicle. Leave packages and valuables in your trunk locked or hidden out of plain sight.

Before returning to your vehicle, locate your keys and we advise avoid carrying a purse or wallet. If carrying a purse, always keep a secure hold on your purse. Never leave your purse unattended.

If there is a suspicious person near your vehicle or you feel unsafe, ask the store security to escort you to your vehicle.

Try to pay for purchases using electronic payment. If you must carry cash, keep it in your front pocket and do not carry large quantities. If your credit card is stolen, report it to the credit card company immediately.

Beware of any stranger approaching you. This is the time of year when con artists take advantage of those giving.

While shopping, leave children at home with a family member or a babysitter. If you take your child shopping, teach your child to go to a store clerk for help if they become separated from you. Make sure they know their full name, address, and telephone number.

PARKING LOT SAFETY



Tips to reduce chances of becoming a crime victim



WATCH YOUR SURROUNDINGS.

- Choose your parking spot wisely in well-lit, highly-visible, highly traveled areas, or close to the entrance
- Don't park close to big vehicles, where criminals can hide
- Scan 360 degrees around you and be alert with no distractions
- If a suspicious person approaches your car, blow your horn and drive away

 HOLIDAY Crime Prevention Alert  
Show of hands....who's tired of porch pirates? 

To prevent opportunities for "Porch Pirates" to be GRINCHS by stealing holiday packages, your Ocoee Police Department will be allowing our residents to have their packages shipped to our Police Station, 646 Ocoee Commerce Parkway, through December 21, 2018. Residents can pick up their packages in our lobby with proper identification. Packages will only be released to the person whose name is on the package for security purposes.   #NOGRINCHOPPORTUNITY #ENDPORCHPIRATES

Palos Park police are proactively patrolling for porch pirates in residential areas this year as more people than ever are doing their holiday shopping online due to the pandemic. With so many people doing their holiday shopping online this year because of the pandemic, porch pirates are on the prowl more than ever.

Porch Pirates are aggressive, sometimes they are simply following Amazon trucks or US postal trucks until they see a package being delivered and grab it. Regrettably, it is Christmas every day for thieves, with so many people doing their holiday shopping online





VILLAGE OF PALOS PARK

Village Council

Mayor Nicole Milovich-Walters
Village Clerk Marie Arrigoni
Commissioner G. Darryl Reed
Commissioner Dan Polk
Commissioner Mike Wade
Commissioner Rebecca Petan

Meeting of: November 27, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Illinois Department of Commerce and Economic Opportunity (DCEO) Grant Agreement

BACKGROUND/HISTORY:

A sum of \$50,000 was earmarked from the reappropriated monies “from the Build Illinois Bond Fund to the Illinois Department of Commerce and Economic Opportunity for a grant to the Village of Palos Park for costs associated with capital improvements for constructing a playground and installing a sprinkler system.” The Village began the grant application process through DCEO in August 2022; this was a lengthy grant process; it was understood the Village would be seeking reimbursement of monies spent on the projects.

At its April 10, 2023, meeting, the Village Council approved two agenda items related to the grant: the Irrigation System Purchase and Installation for the Village Green Field; and Village Green Park Playground Equipment Replacement through NuToys Leisure Products.

The State has now sent the Grant Agreement for execution by the Village. Below is the project description as found in Exhibit A of Part One of the Agreement (page 23 of 42).

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the Village of Palos Park in Cook County. The Grantees focus is to provide quality recreational and leisure opportunities for the village to enrich the quality of life and develop a united sense of community.

Funds from this Grant will be utilized for a portion of the costs, including any that are prior incurred, associated with the implementation of various upgrades at the Grantee-owned main park, known as The Village Green, located at 8901 W. 123rd Street in the Village of Palos Park, IL. Grant funds will be used for the purchase and installation of new playground equipment systems for ages 6-23 months and 5-12-year-olds that will include a 4-place swing set and protective groundcover. Grant funds will also include the purchase and installation of a self-draining, in ground irrigation system for the park. The installation of irrigation the system will enhance the condition of the multi-purpose field. The playground has outlived its useful life and is need of updating. All additional costs associated with the project will be paid for via the use of other funding sources.

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

- **Equipment/Material/Labor** – to include costs associated with the purchase of a landscape structures play booster component playground equipment system with swing set.
- **Mechanical System** – to include costs associated with the purchase and installation of a self-draining in-ground irrigation system.

STAFF RECOMMENDATION:

Recommend authorization to execute Grant Agreement between The State of Illinois, Department of Commerce and Economic Opportunity as the grantor, and the Village of Palos Park as the grantee.

RECOMMENDED MOTION:

I Move to Approve the Execution of a Grant Agreement between The State of Illinois, Department of Commerce and Economic Opportunity, and the Village of Palos Park



**VILLAGE OF
PALOS PARK**

Village Council

*Mayor John Mahoney
Village Clerk Marie Arrigoni
Commissioner G. Darryl Reed
Commissioner Dan Polk
Commissioner Nicole Milovich-Walters
Commissioner Mike Wade*

Meeting of: April 10, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Irrigation System Purchase and Installation for the Village Green Field

BACKGROUND/HISTORY:

An irrigation system for the Village Green has been a priority for the Village since the field was redone in 2016. At its November 9, 2015 meeting the Village Council approved a proposal to design and install a proper field drainage system, regrade and sod the entire grassed field area of the Village Green. The cost of that project was \$38,783.50.

The irrigation system for the Village Green field will be funded through a Department of Commerce and Community Affairs (DCCA) grant from the Build Illinois Bond Fund to “the Village of Palos Park for costs associated with capital improvements for constructing a playground and installing a sprinkler system.” This grant total is \$50,000 for these two projects with approximately \$10,000 being for the irrigation system and \$40,000 for the playground construction.

Village staff sought a proposal from Krupske Sprinkler Systems, Inc. to furnish all materials and labor necessary for the installation of an automatic sprinkler system for the Village Green field area. The base price for the system includes forty-eight (48) pop up gear driven rotors in six (6) zones using a self-draining system. The system will have the capability to inject fertilizer and/or mosquito repellent onto the field, saving time and money. The cost for this system is \$9,740; for a price of an additional \$300, the option to include a ‘rid-o-rust’ injection system with a WiFi timer. As the irrigation system will be tied to the well system at the recreation building, the ‘rid-o-rust’ system will keep the spray from staining the adjacent concrete and wood structures. Staff recommends approving this option for a total system price of \$10,040.

STAFF RECOMMENDATION:

Staff recommends the award of the irrigation system for the Village Green field to Krupske Sprinkler System, Inc. at a cost of \$10,040.

RECOMMENDED MOTION:

I move to approve the award of an automatic irrigation system for the Village Green field to Krupske Sprinkler System, Inc. at a cost of \$10,040.



VILLAGE OF PALOS PARK

Village Council
Mayor John Mahoney
Village Clerk Marie Arrigoni
Commissioner G. Darryl Reed
Commissioner Dan Polk
Commissioner Nicole Milovich-Walters
Commissioner Mike Wade

Meeting of: April 10, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Village Green Park Playground Equipment Replacement through NuToys Leisure Products

BACKGROUND/HISTORY:

The Village has been working with NuToys Leisure Products to scope out replacement playground equipment at Village Green Park. The existing play structures at Village Green Park are approximately 25 years old and show signs of wear from their many years of use. The PlayBooster system is made by Landscape Structures; this product system is used in a number of parks in the surrounding communities including Palos Heights, Orland Park, and Homer Glen. <https://www.playlsi.com/en/commercial-playground-equipment/playground-filters/playground-products/playbooster-playgrounds/>

The playground equipment purchase, installation, removal of existing equipment, installation of PlayBound play surface, and woodchips at the Village Green Park will be partially funded through a Department of Commerce and Community Affairs (DCCA) grant from the Build Illinois Bond Fund to “the Village of Palos Park for costs associated with capital improvements for constructing a playground and installing a sprinkler system.” This grant total is \$50,000 for these two projects with approximately \$10,000 being for the irrigation system and \$40,000 for the playground construction.

The cost for the playground equipment is proposed at \$128,637; demolition of existing equipment, installation of new equipment, installation of PlayBound Surface, and mulch will be \$98,250 for a total cost of \$226,887. While the grant has yet to be awarded through the DCEO, all necessary documents have been submitted, and the Village funding request is currently in the State’s review process. Approximately \$187,887 will be required and has been included in the upcoming FY 24 budget. The draft budget contains both the receipt of the grant revenue as well as this expenditure. The draft FY 24 budget anticipates an increase in the General Fund surplus at the end of year.

STAFF RECOMMENDATION:

Staff recommends the purchase and installation of a PlayBooster component playground system through NuToys Leisure Products at Village Green Park at a total cost of \$226,887.

RECOMMENDED MOTION:

I move to forgo the formal bid process and approve the proposal from NuToys Liesure Products of Westchester, IL for replacing the playground structures and surface at Village Green Park at a cost of \$226,887



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
Village of Palos Park**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Village of Palos Park (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

VILLAGE OF PALOS PARK

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: John F Mahoney NICOLE MILOVICIĆ - WALTERS

Printed Title: Village President Mayor

Email: jmahoney@palospark.org
NMILOVICIĆ-WALTERS@PALOSPARK.ORG

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. **Definitions.** Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

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

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

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

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

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

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

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

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

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

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

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

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

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

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

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

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

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

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

ARTICLE II AWARD INFORMATION

2.1. **Term.** This Agreement is effective on 10/01/2023 and expires on 09/30/2024 (the Term), unless terminated pursuant to this Agreement.

2.2. **Amount of Agreement.** Grant Funds must not exceed \$50,000.00, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. **Payment.** Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee’s receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

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

2.4. **Award Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1769 and the CSFA Name is Installation and/or Replacement of Utilities. If applicable, the State Award Identification Number (SAIN) is 1769-44791.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and **XKRGZ9E745C9** is Grantee’s correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. **Tax Identification Certification.** Grantee certifies that: **366006039** is Grantee’s correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <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.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** 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 must 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 will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.

(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 2012 (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.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

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

(g) **Drug-Free Workplace.** 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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

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

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

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

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

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

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, 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.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **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 subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

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

ARTICLE IV PAYMENT REQUIREMENTS

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 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 must 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 Paragraph will be effective upon the date of the written notice unless otherwise indicated.

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

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

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

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant 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 Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

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

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

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

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

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 is 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 AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

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

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

**ARTICLE VI
BUDGET**

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

6.3. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

**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 will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. **Indirect Cost Rate Submission.**

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

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

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

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

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

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

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

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

7.5. **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 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must 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 Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability 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.** Grantee must maintain records of expenditures 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 must 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.

7.6. **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).

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

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal 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.

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

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois 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.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **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 will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must 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, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

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

9.4. 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 will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. **Effect of Failure to Comply.** Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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 Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. **Required Periodic Performance Reports.** Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**, 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO, PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. **Performance Close-out Report.** Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. 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.

ARTICLE XII AUDIT REQUIREMENTS

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

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

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

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

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

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, 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 E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, 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 must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

12.4. "For-Profit" Entities.

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

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

must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILC5 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. **Termination.**

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(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 Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. **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 allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **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 Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) 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 prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. **Subcontracting/Subrecipients/Delegation.** Grantee must not subcontract nor issue a subaward for 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 subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree 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 must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide 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. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. **Prohibited Payments.** Payments made by Grantor under this Agreement must not be used by Grantee 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 Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. 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, units of Local Government and related entities.

17.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

18.3. **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, the cost of which 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 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. **Equipment Instructions.** Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in 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. Grantee must 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.

18.5. **Domestic Preferences for Procurements.** In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must 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]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XX
INSURANCE**

20.1. Maintenance of Insurance. Grantee must 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.

20.2. 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 must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost

or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. 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 Illinois Executive Order 15-09.

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

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

22.4. 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.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed 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.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are 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.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).

22.10. 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 controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(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.

22.11. 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 control. 30 ILCS 708/80.

22.12. Headings. Articles 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.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. 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, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of 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 XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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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 D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

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

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the Village of Palos Park in Cook County. The Grantees focus is to provide quality recreational and leisure opportunities for the village to enrich the quality of life and develop a united sense of community.

Funds from this Grant will be utilized for a portion of the costs, including any that are prior incurred, associated with the implementation of various upgrades at the Grantee-owned main park, known as The Village Green, located at 8901 W. 123rd Street in the Village of Palos Park, IL. Grant funds will be used for the purchase and installation of new playground equipment systems for ages 6-23 months and 5-12-year-olds that will include a 4-place swing set and protective groundcover. Grant funds will also include the purchase and installation of a self-draining, in ground irrigation system for the park. The installation of irrigation the system will enhance the condition of the multi-purpose field. The playground has outlived its useful life and is need of updating. All additional costs associated with the project will be paid for via the use of other funding sources.

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

- **Equipment/Material/Labor** – to include costs associated with the purchase of a landscape structures play booster component playground equipment system with swing set.
- **Mechanical System** – to include costs associated with the purchase and installation of a self-draining in-ground irrigation system.

The completion of this project will benefit the public by providing an improved multi-purpose field and playground equipment enhancing the offerings for community patrons.

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

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 607 E. Adams St.
Springfield, IL 62701

GRANTEE CONTACT

Name: ~~John F Mahoney~~ Nicole Mironch-Walters
Title: ~~Village President~~ Mayor
Address: 8999 W 123RD ST
Palos Park, IL 60464-1756

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Jessica Maddox
Title: Grant Manager
Address: 607 E. Adams St.
Springfield, IL 62701
Phone: 217-785-9966
TTY#: (800) 785-6055
Email: Jessica.Maddox@Illinois.gov
Address:

GRANTEE CONTACT

Name: Rick Boehm
Title: Village Manager
Address: 8999 W 123RD ST
Palos Park, IL 60464-1756
Phone: 708-671-3702
TTY#: N/A
Email: rboehm@palospark.org
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

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: James Kanter
Email: james.f.kanter@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: 607 E. Adams St.
Springfield, IL 62701

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

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?

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 E

SPECIFIC CONDITIONS

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

ICQ Section: 03 - Financial and Programmatic Reporting
Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.
Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix: Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.
Timeframe: One year.

ICQ Section: 04 – Ability to Effectively Implement Requirements
Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment. Grantees must maintain documentation of additional prior approvals from grantee management. The state agency may request to review plan and documentation at its discretion.
Risk Explanation: Medium to high risk increases the likelihood; unallowable costs or services, audit findings and questioned costs and fraud, waste and abuse that would be required to be returned to the state and federal government; subrecipients are not compliant with grant requirements, budgeting and expenditure of funds is in conformity with 2 CFR 200.
How to Fix: Requires development of a plan and timeline to correct deficiencies identified in the risk assessment. The state agency may request to review plan and documentation at its discretion.
Timeframe: One year from the implementation of additional controls/corrective action plan.

PRAQ Section: 01 - Quality of Management System:
Conditions: Technical assistance required;
Timeframe: Agency re-examines in 6 months

PRAQ Section: 04 - Ability to Effectively Implement Statutory, Regulatory or other Requirements
Conditions: Technical assistance required plus more frequent project monitoring (desk review and/or on-site)
Timeframe: Agency re-examines in 6 months;

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**ARTICLE XXIII
AUTHORIZED SIGNATORY**

23.1. **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 in the Grantee's signature block or on **Exhibit C**. 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 C**. Without this 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 C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should 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 XXIV
ADDITIONAL AUDIT PROVISIONS**

24.1. **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 XXV
ADDITIONAL MONITORING PROVISIONS**

25.1. **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.

25.2. **Cooperation with Audits and Inquiries, Confidentiality.** Pursuant to ARTICLE IX, 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 does 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 must 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 XXVI
ADDITIONAL INTEREST PROVISIONS**

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X 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 are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. 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 will 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 subparagraph (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 subparagraph (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 XIII herein and any applicable rules.

ARTICLE XXIX

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

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

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

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

29.2. 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 that date.

29.3. 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 will 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.

29.4. Grantee Responsibility. Grantee will 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 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. 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 must 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 cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

**ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS**

30.1. 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 will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. 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 30.1 and 30.3, 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 Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must 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 D**).

30.3. 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.

30.4. 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 provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements 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 Paragraph.

30.5. 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 D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be

extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. 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.

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

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. 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 must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

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

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

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

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

33.1. Grantee Responsibility. 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.

33.2. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will 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. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.3. 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 must 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).

33.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) 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 the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). 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.

33.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. 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.

33.6. Steel Products Procurement Act (30 ILCS 565/1 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 565/1 *et seq.*).

33.7. Business Enterprise for 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.

33.8. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *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 must 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 must 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 must require the contractor or agent to comply with the provisions of this Paragraph.

(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. These safeguards must 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 will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-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, 815 ILCS 530/12 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, 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 XXXIV ADDITIONAL MISCELLANEOUS PROVISIONS

34.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee must provide Workers' Compensation insurance where the same is required and accepts 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.

34.2. **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 (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXV 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.

35.1. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that must 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 Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. **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. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse

Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements 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.**

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

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will 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 Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) 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 Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART THREE – PROJECT-SPECIFIC TERMS

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

**ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE**

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

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

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

January 2024

- Monthly Periodic Financial Report (01/01/2024) - Covering Period of 10/01/2023 - 11/30/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (01/01/2024) - Covering Period of 10/01/2023 - 11/30/2023; Send To: Grant Manager
- Monthly Periodic Financial Report (01/30/2024) - Covering Period of 12/01/2023 - 12/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (01/30/2024) - Covering Period of 12/01/2023 - 12/31/2023; Send To: Grant Manager

March 2024

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

April 2024

- Monthly Periodic Financial Report (04/01/2024) - Covering Period of 02/01/2024 - 02/29/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (04/01/2024) - Covering Period of 02/01/2024 - 02/29/2024; Send To: Grant Manager
- Monthly Periodic Financial Report (04/30/2024) - Covering Period of 03/01/2024 - 03/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (04/30/2024) - Covering Period of 03/01/2024 - 03/31/2024; Send To: Grant Manager

May 2024

- Monthly Periodic Financial Report (05/30/2024) - Covering Period of 04/01/2024 - 04/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (05/30/2024) - Covering Period of 04/01/2024 - 04/30/2024; Send To: Grant Manager

July 2024

- Monthly Periodic Financial Report (07/01/2024) - Covering Period of 05/01/2024 - 05/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (07/01/2024) - Covering Period of 05/01/2024 - 05/31/2024; Send To: Grant Manager
- Monthly Periodic Financial Report (07/30/2024) - Covering Period of 06/01/2024 - 06/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (07/30/2024) - Covering Period of 06/01/2024 - 06/30/2024; Send To: Grant Manager

August 2024

- Monthly Periodic Financial Report (08/30/2024) - Covering Period of 07/01/2024 - 07/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (08/30/2024) - Covering Period of 07/01/2024 - 07/31/2024; Send To: Grant Manager

September 2024

- Monthly Periodic Financial Report (09/30/2024) - Covering Period of 08/01/2024 - 08/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (09/30/2024) - Covering Period of 08/01/2024 - 08/31/2024; Send To: Grant Manager

October 2024

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

November 2024

- End of grant Closeout Financial Report (11/14/2024) - Covering Period of 10/01/2023 - 09/30/2024; Send To: Grant Manager
- End of grant Closeout Performance Report (11/14/2024) - Covering Period of 10/01/2023 - 09/30/2024; Send To: Grant Manager

36.4. 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 22.4 and ARTICLE XXX, 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 X, XI, XII and XXXVI 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 XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

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

37.2. 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 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

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

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

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

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

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

(3) **External Sign-Off Provisions:**

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution. The Grantee is contractually obligated to comply with such requirements.**
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 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 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. 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.

37.4. 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.

37.5. 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.

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

37.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a

hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

**ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS**

38.1. 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: 2024
Grantee: Village of Palos Park	DUNS Number: 31483746
NOFO Number: []	Grant Number: 22-203493
CSFA Number: []	
CSFA Description: []	

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested

\$50,000.00

Budget Expenditure Categories

- 1. Personnel (200.430)
- 2. Fringe Benefits (200.431)
- 3. Travel (200.474)
- 4. Equipment (200.439)
- 5. Supplies (200.94)
- 6. Contractual/Subawards (200.318 and .92)
- 7. Consultant (200.459)
- 8. Construction

\$50,000.00

1217 EQUIPMENT/MATERIAL/LABOR

\$39,960.00

1223 MECHANICAL SYSTEMS

\$10,040.00

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)

17. Total Indirect Costs (200.414)

Rate: [] %

\$50,000.00

\$50,000.00

\$50,000.00

Base:

[]

\$50,000.00

\$50,000.00

18. Total Costs State Grant Funds (Lines 16 and 17)

Detail

Summary

Grantee: Village of Palos Park

NOFO Number: 0

Grant Number: 22-203493

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix C(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 C(4)(f) and 200.68.
- 4) For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - complies with other statutory policies.
- 5) No reimbursement of Indirect Cost is being requested. Rate: %

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

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

Indirect Cost Rate: % The Distribution Base Is:

Grantee: Village of Palos Park NOFO Number: 0
Grant Number: 22-203493

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: _____ Institution/Organization: _____
Signature: _____ Signature: _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____
Phone: _____ Phone: _____
Date: _____ Date: _____

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



Village Council

Mayor Nicole Milovich-Walters

Village Clerk Marie Arrigoni

Commissioner G. Darryl Reed

Commissioner Dan Polk

Commissioner Mike Wade

Commissioner Rebecca Petan

Meeting of: November 27, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

To adopt an Ordinance amending the Palos Park Village Code in regard to the regular Village Council meeting time.

BACKGROUND:

The regular Village Council meeting time has been 7:30pm per Village Code since 1997. In previous years, many council members were commuting from Chicago and the 7:30 start time was conducive to their schedules. The new Council has more flexibility in regard to the Village Council meeting start time. An earlier start time of 6:30 pm will allow the Council, Staff and residents, who choose to attend, an opportunity to return home at an earlier hour.

STAFF RECOMMENDATION:

Recommend approval of Ordinance 2023-22 “An Ordinance Amending Part Two, Title Four, Chapter 220, Section 220.03(a) of the Palos Park Village Code in Regard to the Regular Village Council Meeting Time”, effective January 1, 2024.

RECOMMENDED MOTION:

I move to approve Ordinance 2023-22 “An Ordinance Amending Part Two, Title Four, Chapter 220, Section 220.03(a) of the Palos Park Village Code in Regard to the Regular Village Council Meeting Time”, effective January 1, 2024.

ORDINANCE NO. 2023-22

**AN ORDINANCE AMENDING PART TWO, TITLE FOUR,
CHAPTER 220, SECTION 220.03(a) OF THE PALOS PARK VILLAGE CODE
IN REGARD TO THE REGULAR VILLAGE COUNCIL MEETING TIME**

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

SECTION 1: That Part Two, Title Four, Chapter 220, Section 220.03(a) of the Palos Park Village Code is amended by revising the reference therein from “7:30 p.m.” to read “6:30 p.m.” effective January 1, 2024.

SECTION 2: That the Village Clerk is hereby directed to advise all media, that have requested notice of the time and place of Village meetings, of the Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 27th day of November, 2023, pursuant to a roll call vote as follows:

AYES: -0-

NAYS: -0-

ABSENT: -0-

APPROVED by me this 27th day of November, 2023.

Nicole Milovich-Walters, Mayor

ATTEST:

Marie Arrigoni, Village Clerk



VILLAGE OF PALOS PARK

Village Council

Mayor Nicole Milovich-Walters

Village Clerk Marie Arrigoni

Commissioner G. Darryl Reed

Commissioner Dan Polk

Commissioner Mike Wade

Commissioner Rebecca Petan

Meeting of: November 27, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

To Approve Electric Pricing Proposal to Supplier Direct Energy (January 2024 – December 2025)

BACKGROUND/HISTORY:

The Village first switched its electric energy supplier to MidAmerican Energy effective April 2011. This switch followed a study of our usage and a bid of the Village's electric energy to four companies. The Village is billed for energy used for our water and sanitary sewer operations as well as at the Metra station. These Village electric services are considered commercial accounts. The initial contract term was April 2011 – December 2013. On March 10, 2014, the Village Council approved renewing MidAmerican Energy for a contract term of March 2014 – December 2016 at the energy price is \$0.04801/kWh for the term of the contract. On May 9, 2016, the Village Council approved a new agreement with MidAmerican Energy for the term of December 2016 – December 2019, at rate of \$0.04468/kWh. On March 18, 2018, the Village Council approved an Electric Service Agreement with Dynegy Energy Services for the period of December 2019 – February 2022 at a rate of \$0.04087/kWh.

On January 11, 2021, the Village Council took advantage of the lower futures market and locked in electric rates for the period of February 2022 through December 2023 at the rate of \$0.03605/kWh, which was 11.8% lower than the previous electric supply rate.

The Village's energy consultant is Santori Energy, was previously Midwest Energy; they bid out the Village's 17 electric accounts to six companies. Those companies include the current supplier Dynegy Energy Services, Constellation, Direct Energy, mc2 Energy Services, AEP Energy, and SmartEnergy. Direct Energy provided the lowest pricing for contract terms of 12 months, 18 months, and 24 months. Santori is recommending the Village approve the 24-month pricing through Direct Energy at a rate of \$0.05228/kWh. While the 12- and 18-month pricing is slightly lower, the consultant believes the Village should lock in at the 24-month rate given the forecasted increase in demand for electricity. Increased industrial and Electric Vehicle (EV) charging demand is anticipated to outpace any possible new supply according to the consultant.

The ComEd is variable but is averaging \$0.06872/kWh; the 24-month fixed rate by this comparison is 24% lower which helps reduce the Village's annual electric energy costs. Using the average ComEd rate as a comparison to the rate of \$0.05228/kWh is projected to save the Village \$7,332.00 annually.

RECOMMENDED MOTION:

I move to approve the 24-month electric supply pricing proposal by supplier Direct Energy for the period January 2024 – December 2025 at the rate of \$0.05228/kWh.

Village of Palos Park

Electric Supply Pricing Proposal

QUOTE
DATE:
11/20/2023

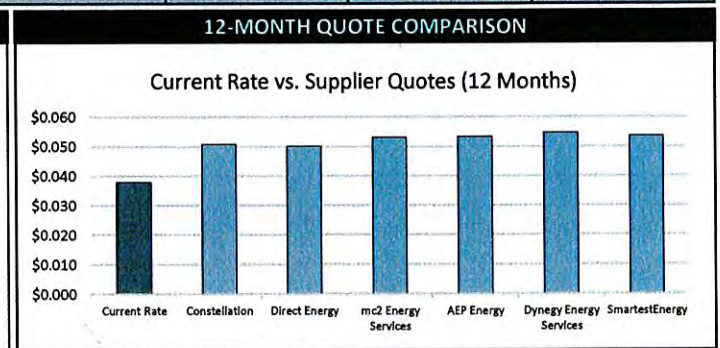
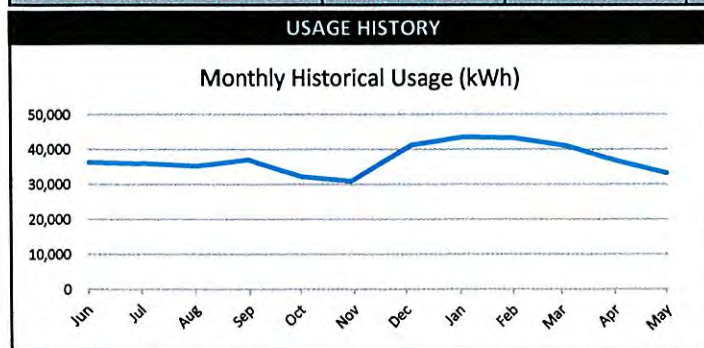


QUOTE INFORMATION	
Projected Start Date:	January 2024
Utility:	ComEd - IL
Number of Accounts:	17
Annual kWh:	446,158
Product Quoted:	Fixed (Energy Only)

CURRENT PROVIDER INFORMATION	
Supply Provider:	Dynergy Energy Services
Electric Rate (\$/kWh):	\$0.03790
Annual Contract Expense:	\$16,909
Product:	Fixed (Energy Only)
Contract End Date:	December 2023

MOST COMPETITIVE SUPPLY QUOTES						
Term Length	Rate (\$/kWh)	Supplier	Annual Contract Expense	Annual Impact (\$)	Annual Impact (%)	Total Contract Impact (\$)
12 Months	\$0.05018	Direct Energy	\$22,388	↑ \$5,479	↑ 32.4%	↑ \$5,479
18 Months	\$0.05110	Direct Energy	\$22,799	↑ \$5,889	↑ 34.8%	↑ \$8,834
24 Months	\$0.05228	Direct Energy	\$23,325	↑ \$6,416	↑ 37.9%	↑ \$12,832
36 Months	\$0.05337	Constellation	\$23,811	↑ \$6,902	↑ 40.8%	↑ \$20,706

QUOTE PRESENTATION						
Supplier	12 Months	18 Months	24 Months	36 Months	Credit Status	Bandwidth
Constellation	\$0.05080	\$0.05138	\$0.05236	\$0.05337	Approved	100%
Direct Energy	\$0.05018	\$0.05110	\$0.05228	\$0.05344	Approved	100%
mc2 Energy Services	\$0.05325	\$0.05405	\$0.05460	-	Approved	100%
AEP Energy	\$0.05346	\$0.05457	\$0.05549	\$0.05664	Approved	100%
Dynergy Energy Services	\$0.05467	\$0.05546	\$0.05669	\$0.05804	Approved	100%
SmartestEnergy	\$0.05359	\$0.05442	\$0.05576	\$0.05688	Approved	100%



NOTES AND DISCLAIMERS

- Pricing as quoted is typically valid on the Quote Date; however, unforeseen market conditions could invalidate pricing without notice.
- These offers are presented on behalf of the named providers and are accurate to the best knowledge of Satori Energy.
- Satori Energy is not responsible for any changes relative to this offer that are unknown to us.
- Historical annual kWh is determined by calculating the last 12 months of usage as provided from the local utility.
- This proposal incorporates all costs except meter rentals, facility costs, delivery costs, and any city, county, or state sales tax and gross receipts tax (which are not subject to deregulation).
- This analysis is only for the named client's review and the client agrees not to share this proprietary information with any third parties unless required by law. Either party breaking this covenant will be liable for damages.
- All suppliers retain the ability to adjust prices due to a change in law imposed by a Governmental Authority or the regional Independent System Operator ("ISO").
- All savings and expense impact figures displayed in the above proposal are estimates based on historical usage.

Village of Palos Park
Detailed Account Information



ACCOUNT INFORMATION					
Utility	Account Number	Service Address	Annual Usage	% of Usage	Start Date
ComEd - IL	0163062093	12100 S 82nd Ave., Palos Park, IL 60464	22,592	5.06%	January 2024
ComEd - IL	0416099020	135 Forest Edge Ct., Palos Park, IL 60464	8,361	1.87%	January 2024
ComEd - IL	1023125083	12222 Will Cook Road, Palos Park, IL 60464	19,068	4.27%	January 2024
ComEd - IL	2199149072	9301 W 123rd St., Palos Park, IL 60464	1,173	0.26%	January 2024
ComEd - IL	2919009002	9 Partridge, Palos Park, IL 60464	7,304	1.64%	January 2024
ComEd - IL	3081105010	12101 Southwest Hwy, Palos Park, IL 60464	251,745	56.43%	January 2024
ComEd - IL	3117005065	12701 Kinvarra Drive, Palos Park, IL 60464	13,305	2.98%	January 2024
ComEd - IL	3657007098	12100 S 82nd Ave., Palos Park, IL 60464	1,162	0.26%	January 2024
ComEd - IL	3765087020	9540 123rd St., Palos Park, IL 60464	11,856	2.66%	January 2024
ComEd - IL	4305030044	10101 125th St., Palos Park, IL 60464	53,220	11.93%	January 2024
ComEd - IL	4593104051	68 Old Creek Road, Palos Park, IL 60464	4,598	1.03%	January 2024
ComEd - IL	6105046004	40 Ramsgate, Palos Park, IL 60464	22,429	5.03%	January 2024
ComEd - IL	6195005000	8812 120th Place, Palos Park, IL 60464	2,435	0.55%	January 2024
ComEd - IL	6303051092	12410 91st Avenue, Palos Park, IL 60464	6,887	1.54%	January 2024
ComEd - IL	6519008065	8201 Route 83, Palos Park, IL 60464	14,154	3.17%	January 2024
ComEd - IL	6645162032	24-1/2 Rominga, Palos Park, IL 60464	5,869	1.32%	January 2024
ComEd - IL	7167030012	12355 Wolf Road, Palos Park, IL 60464	0	0.00%	January 2024