

MEETING AGENDA



Village Council

Mayor Nicole Milovich-Walter

Village Clerk Marie Arrigoni

Commissioner G. Darryl Reed

Commissioner Dan Polk

Commissioner Mike Wade

Commissioner Rebecca Petan

Monday, December 11, 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 27, 2023

5) RECOGNITION/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

A. Proclamation in recognition of Muriel Thomas Benz on the occasion of her 100th birthday in the Village of Palos Park

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 pass a resolution authorizing the Village Clerk to make certain closed session minutes available for public inspection – Second Review 2023 – the Resolution states the Village has reviewed closed session minutes and determined that a need for confidentiality still exists as to the executive session minutes set forth on Exhibit “C”

B. To approve payment of invoices on the Warrant List dated December 11, 2023 in the amount of \$126,596.70

C. To approve the Supplemental Warrant List dated December 11, 2023 for manual checks, payroll, and recurring wire transfers in the amount of \$1,496,062.76

8) OLD BUSINESS

9) BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS

- A. To consider ZBA item 2023-02 regarding a variance request to reduce the required corner side yard setback required by Section 1268.02(f) of the Palos Park Village Code to 37' 8"; to allow for 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

B. Building and Public Property Report

1. Building Department Report

2. To pass Resolution 2023-R-09 – Resolution Approving and Authorizing the Execution of a Professional Services Agreement with H.R. Green, Inc. Relative to Building Plan Review and Inspection Services. The resolution states the Village desires to continue its relationship with H.R. Green for performance of building plan review and inspection work with the term from the date of award to December 31, 2024 with fees based on the Basic Services as selected by client and according to company's standard hourly rate fee schedule

C. Public Health and Safety Report

1. Police Activity Report

D. Accounts and Finances Report

1. To approve Ordinance 2023-25 – “Tax Levy Ordinance Village of Palos Park” levying taxes for all corporate purposes for the Village of Palos Park for the Fiscal Year beginning May 1, 2023 and ending April 30, 2024 – the ordinance is the Village’s request to receive property taxes levied on parcels within its corporate boundaries. It specifies the type and amount of property taxes the Village intends to receive from Cook County. The Tax Levy for 2023 is \$2,267,133.

E. Mayor’s Report

F. Clerk’s Report

G. Manager’s Report

1. To approve the proposed Water Easement Agreement with ComEd for the water main crossing of its property along 123rd Street, west of Bell Road
2. To approve the execution of a Grant Agreement No. 22-203539 between The State of Illinois, Department of Commerce and Economic Opportunity, and the Village of Palos Park

11)ANNOUNCEMENTS

12)CITIZENS AND VISITORS COMMENT PERIOD

13)ADJOURNMENT OF REGULAR MEETING

**MINUTES OF THE BOARD OF COMMISSIONERS'
REGULAR MEETING
HELD ON NOVEMBER 27, 2023**

The Board of Commissioners of the Village of Palos Park, Cook County, Illinois held its regular meeting on Monday, November 27, 2023. Mayor Milovich-Walters called the meeting to order at 7:30 p.m. Answering roll call were Commissioners, Petan, Wade, Polk and Mayor Milovich-Walters. Commissioner Reed was absent this evening.

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; 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 NOVEMBER 13, 2023:

Commissioner Wade moved, seconded by Commissioner Petan, to approve the minutes of the Regular Council Meeting held on November 13, 2023, as presented.

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

AYES: -4- Commissioners Wade, Petan, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -1- Commissioner Reed

RECOGNITIONS/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS:

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 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

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

AYES: -4- Commissioners Wade, Petan, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -1- Commissioner Reed

OLD BUSINESS: None

BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS:

FRONT YARD SETBACK 7925 PALOS AVE. ORD 2023-21: Commissioner Wade presented Ordinance 2023-21 “An Ordinance Approving a Certain Front Yard Setback Variation (7925 Palos Ave)”. The applicant proposes to construct a 625-sf addition to their existing home to align with the existing front façade along the north property line. The required front yard setback of 17.315 feet 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 feet is required. The Zoning Board of Appeals held a public hearing on November 8, 2023. The Zoning Board of Appeals recommended approval 7-0 of the requested variation.

Commissioner Wade moved seconded by Commissioner Petan to approve Ordinance 2023-21 “An Ordinance Approving A Certain Front Yard Setback Variation (7925 Palos Avenue)”

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

AYES: -4- Commissioners Wade, Petan, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -1- Commissioner Reed

TO CONSIDER ZBA ITEM 2023-02: Commissioner Wade presented for the Council 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. Commissioner Wade opened up the floor to public comment. Residents Nancy Mattson and Alison Rush addressed the council with their concerns with the variation. Commissioner Wade asked the applicant if he was willing to make adjustments to his plan moving forward to potentially have a vote on at the next meeting to whether or not to send it back to the Zoning Board of Appeals. The applicant addressed the Council and asked for guidance on what changes could be made. Mayor Milovich-Walters asked Community Development Director, Mark Herman, and he stated a Conceptual site plan would be sufficient.

Commissioner Wade moved, seconded by Commissioner Petan to continue ZBA item 2023-02 to the December 11, 2023 Village Council meeting.

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

AYES: -4- Commissioners Wade, Petan, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -1- Commissioner Reed

INFORMATION & UPDATES:

COMMISSIONER OF PUBLIC WORKS AND STREETS/RECREATION & PARKS, REBECCA PETAN:

NEW WATER VALVE AND METER: Commissioner Petan presented a proposal from Sunset Sewer and Water in the amount of \$11,035.00. The existing 10” valve on 119th Street near One Park Place is leaking and needs to be replaced along with the meter. After receiving quotes, Public Works would like to

accept the proposal from Sunset Sewer and Water. Money is available in the Water Fund for this project.

Commissioner Petan moved, seconded by Commissioner Wade to approve the proposal from Sunset Sewer and Water in the amount of \$11,035.00.

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

AYES: -4- Commissioners Petan, Wade, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -1- Commissioner Reed

Commissioner Petan made Recreation announcements stating that the Winter Recreation Guide is now available, the Tree Lighting & Holiday Party is Thursday, November 30th, and Breakfast with Santa on December 9th. There are employment opportunities with the Department of Recreation as well. Building Attendant and Recreation Supervisor position. Mayor Milovich-Walters also mentioned that there will be open Pickle Ball days in the gym this winter.

COMMISSIONER OF BUILDING & PUBLIC PROPERTY, MIKE WADE:

BBB: Commissioner Wade reminded residents when looking to hire a trustworthy business, you can always contact the Better Business Bureau. You can contact the BBB at (312)832-0500.

BUILDING DEPARTMENT REPORT: Commissioner Wade reported that the Building Department processed five (5) permits from November 7, 2023 - November 21, 2023 resulting in \$2,908.00 in permit fees. Ten (10) inspections were completed during this time. The fiscal year to date totals \$125,939.07.

ORDINANCE 2023-23 117-119 FOREST EDGE PLAT OF CONSOLIDATION: Commissioner Wade presented Ordinance 2023-23 "An Ordinance Approving a Plat of Consolidation (MI Family- 117 and 119 Forest Edge Drive, Palos Park, Illinois)". The Village received an application for consolidation of 117-119 Forest Edge Drive. 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 construct a new single-family home. There are public utility and drainage easements that would need to be vacated after utility infrastructure is property relocated. These items would need to be completed prior to the issuance of a building permit for the new home. Commissioner Polk asked the question of who would pay for the relocation of the non-Village utilities. Community Development Director, Mark Herman, replied that the applicant would be responsible.

Commissioner Wade moved, seconded by Commissioner Petan to approve Ordinance 2023-23 "An Ordinance Approving a Plat of Consolidation (MI Family – 117-119 Forest Edge Drive, Palos Park, Illinois).

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

AYES: -4- Commissioners Wade, Petan, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -1- Commissioner Reed

COMMISSIONER OF PUBLIC HEALTH AND SAFETY, DANIEL POLK:

POLICE ACTIVITY REPORT: Commissioner Polk reported the Police Department received 2092 calls for service/CAD Events from November 12, through November 26, 2023. Palos Park Police also issued 14 citizen assists calls, 17 case reports, 5 accident reports, 1 adult arrest, 0 juvenile arrests, 0 police impounds, 115 traffic stops, 21 moving violations, 24 adjudication tickets, and 81 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

HOLIDAY SAFETY TIPS: Commissioner Polk reminded residents of safety tips this holiday season. Make sure your phone is charged. Approach your car with your keys ready, share your shopping plans, walk with your head up and eyes forward, trust your gut. If shopping at night, park in a well-lit area. If someone is near your car or if you ever feel unsafe, ask store security to escort you to your vehicle.

PORCH PIRATES: Commissioner Polk gave tips on preventing porch pirates. Have your packages delivered to work or have a neighbor bring them inside or use an Amazon drop off points. Commissioner Polk brought up a question to the Village about opinions on time restrictions for home deliveries. Limiting deliveries to 9 or 10 pm. Reach out to dpolk@palospark.org with your thoughts on this idea.

COMMISSIONER OF ACCOUNTS AND FINANCES, G. DARRYL REED: Commissioner Reed was absent this evening. Accounts and Finances did not have a report.

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

CLERK'S REPORT: Clerk Arrigoni had no formal report this evening.

MANAGER'S REPORT:

DCEO GRANT AGREEMENT: Manager Boehm presented a Grant Agreement between the State of Illinois, Department of Commerce and Economic Opportunity, and the Village of Palos Park. The sum of \$50,000 was earmarked from the reappropriated monies from the Build 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 install 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. The State has now sent the Grant Agreement for execution by the Village.

Commissioner Wade moved, seconded by Commissioner Petan 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.

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

AYES: -4- Commissioners Wade, Petan, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -1- Commissioner Reed

MEETING TIME CHANGE: Manager Boehm presented 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 regular Village Council meeting time is currently 7:30 pm and the ordinance would change that start time to 6:30 pm. The new Council has more flexibility in regard to the Village Council meeting start time. The earlier start time would allow the Council, Staff and residents, who choose to attend, an opportunity to return home at an earlier hour.

Commissioner Wade moved, seconded by Commissioner Petan 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”

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

AYES: -4- Commissioners Wade, Petan, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -1- Commissioner Reed

ELECTRIC SUPPLY PRICING PROPOSAL: Manager Boehm presented an Electric Pricing Proposal by Supplier, Direct Energy (January 2024 – December 2025). In April 2011 the Village bid out electric suppliers for the Village’s commercial accounts which include the Metra station and Village utility accounts being the pumping stations, lift stations and so forth. The Village’s energy consultant , Santori Energy, bid this out to six companies and is recommending the Village approve the 24-month pricing with Direct Energy as it would lock the Village in at a 24-month rate given the forecasted increase in demand for electricity.

Commissioner Petan moved, seconded by Commissioner Wade 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.

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

AYES: -4- Commissioners Petan, Wade, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -1- Commissioner Reed

MAYOR’S ANNOUNCEMENTS: Mayor Milovich-Walters made announcements: Palos Park Lions Club is selling Christmas Trees to benefit local charities sold through December 11, 2023. The Village is hosting Holiday Charity Drives for Manteno Veterans’ Home and NAWA Animal Shelter. Mayor Milovich-Walters encouraged residents to download the Village app by Simplicity. The app is free and will keep you up to date on Village news.

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: -4- Commissioners Petan, Wade, Polk and Mayor Milovich-Walters

NAYS: -0-

ABSENT: -1- Commissioner Reed

Respectfully submitted,

Lisa M. Boyle, Deputy Village Clerk



VILLAGE OF
PALOS PARK

Proclamation

IN RECOGNITION OF MURIEL THOMAS BENZ ON THE OCCASION OF HER 100TH BIRTHDAY IN THE VILLAGE OF PALOS PARK

NICOLE MILOVICH-WALTERS
Mayor

MARIE ARRIGONI
Village Clerk

G. DARRYL REED
Accounts & Finances

DAN POLK
Public Health & Safety

MIKE WADE
Building & Public Property

REBECCA PETAN
Public Works & Streets, Recreation

RICHARD B. BOEHM
Village Manager

WHEREAS, Muriel Thomas Benz was born on December 10, 1923 in Bloomingdale, Indiana; the youngest of three daughters to James C. and Vawnie McArty Thomas; and,

WHEREAS, Muriel and her late husband Charles W. Benz (d. November 2021) initially met as fourth graders, were wedded in 1944, and married for 77 years; on the evening of the wedding ceremony, they took the train to Chicago from their rural town in Indiana; and,

WHEREAS, Muriel and Charles initially moved to Lemont, where they raised their two daughters; as "empty nesters" they purchased property in Palos Park, building and moving into their home at 12511 S. 91st Avenue in 1978; and,

WHEREAS, Muriel became a member of Palos Park Woman's Club in 1979, within the past 40+ years, Muriel has volunteered, and served:

- As PPWC President, First and Second Vice Presidents, Treasurer, and Secretary.
- Chaired and served on the Palos Park Farmers Market committee in the 1990s-2000s.
- Was a member of Garden Guild #1 serving on beautification projects such as "Rid Litter Day," "Triangle" intersection cleanup & planting, community/library gardens, and Arbor Day tree wrapping/tree planting projects.
- Participated in delivering Meals on Wheels, served on McCord House Showcases, PPWC annual house walks, and was a member of PPWC Women's book club and the Palos Park Historical Society; and,

WHEREAS, Muriel has baked countless pecan pies to contribute to bake sales, delivered holiday cookies to friends and neighbors, frequently visiting elderly folks and offering to take them grocery shopping or to doctor visits; now elderly herself, she remembers all of these moments with great happiness, and loves the Palos Park community deeply.

THEREFORE, I, Nicole Milovich-Walters, Mayor of the Village of Palos Park, hereby recognize Muriel Thomas Benz, a long-time resident/volunteer, on the occasion of her 100th birthday and proclaim December 11, 2023, as Muriel Thomas Benz Day in the Village of Palos Park, Cook County, Illinois

PROCLAIMED THIS 11th DAY OF DECEMBER 2023

Nicole Milovich-Walters, Mayor



VILLAGE OF
PALOS PARK

Village Council

Mayor Nicole Milovich-Walters

Village Clerk Marie Arrigoni

Commissioner G. Darryl Reed

Commissioner Dan Polk

Commissioner Wade

Commissioner Petan

Meeting of: December 11, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Making certain closed session minutes available for public inspection.

BACKGROUND/HISTORY:

A public body shall meet no less than semi-annually to review minutes of closed sessions. Upon review of the minutes, it should be determined and reported in open session whether the need for confidentiality still exists as to all or parts of those minutes or whether the minutes no longer require confidential treatment and should be available for public inspection.

No minutes have been made available for public inspection since 2001 and then only partial minutes were released.

STAFF RECOMMENDATION:

To pass the Resolution Authorizing the Village Clerk to make Certain Closed Session Minutes Available for Public Inspection – Second Review 2023 as presented on the Consent Agenda.

RECOMMENDED MOTION:

To approve Resolution 2023-R-08 as presented on the Consent Agenda.

RESOLUTION NO. 2023-R-08

A RESOLUTION AUTHORIZING THE VILLAGE CLERK TO MAKE CERTAIN CLOSED SESSION MEETING MINUTES AVAILABLE FOR PUBLIC INSPECTION – SECOND REVIEW 2023

WHEREAS, The Village Council of the Village of Palos Park has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act (the “Act”), a list of said executive session meeting dates being attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, as required by the act, the Village Clerk has kept written minutes of all such executive sessions; and

WHEREAS, pursuant to 5 ILCS 120/2.06(c), the Village Council has met in closed session to review closed session minutes; and

WHEREAS, the Village Council has previously made available for public inspection certain executive session minutes, a list of said disclosed executive session minutes being attached hereto as Exhibit “B”, and made a part hereof; and

WHEREAS, the Village Council has determined that a need for confidentiality still exists as to the executive session minutes from the closed session meetings set forth on Exhibit “C”, attached hereto and made a part hereof; and

WHEREAS, the Village Council has further determined that the minutes of the closed session meetings listed on Exhibit “D”, attached hereto and made a part hereof, no longer require confidential treatment and should be made available for public inspection;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: The executive session minutes from those meetings set forth on Exhibit “D” attached hereto are hereby released.

SECTION 2: The Village Clerk is hereby authorized and directed to make the minutes from those meetings set forth on Exhibit “D” available for inspection and copying in accordance with the standing procedures of the Clerk’s Office.

SECTION 3: This resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 11th day of December, 2023 pursuant to a roll call vote as follows:

AYES: - 0

NAYS: - 0 -

ABSENT: - 0 -

APPROVED by me this 11th day of December, 2023.

Nicole Milovich-Walters, Mayor

ATTEST:

Marie Arrigoni, Village Clerk

EXHIBIT "A"

LIST OF DATES ON WHICH EXECUTIVE SESSION HAVE TAKEN PLACE

NOVEMBER 29, 1995 DECEMBER 11, 1995 SEPTEMBER 27, 1999	AUGUST 23, 1999 SEPTEMBER 13, 1999 OCTOBER 27, 2003	JULY 28, 2003 AUGUST 25, 2003	MARCH 9, 2009 MAY 11, 2009 SEPT. 14, 2009 SEPT. 28, 2009 OCTOBER 12, 2009 NOVEMBER 9, 2009 NOVEMBER 23, 2009
JANUARY 8, 1996 JANUARY 22, 1996 FEBRUARY 26, 1996 MARCH 7, 1996 MARCH 11, 1996 APRIL 22, 1996 MAY 13, 1996 JUNE 10, 1996 JUNE 24, 1996 AUGUST 12, 1996 SEPTEMBER 9, 1996 SEPTEMBER 23, 1996 OCTOBER 14, 1996	OCTOBER 11, 1999 OCTOBER 25, 1999 NOVEMBER 8, 1999 DECEMBER 13, 1999	FEBRUARY 9, 2004 MARCH 8, 2004 APRIL 12, 2004	JANUARY 11, 2010 FEBRUARY 8, 2010 FEBRUARY 22, 2010 MARCH 22, 2010 APRIL 5, 2010 APRIL 12, 2010 APRIL 26, 2010 MAY 24, 2010 JUNE 28, 2010 AUGUST 9, 2010 SEPTEMBER 13, 2010
JANUARY 27, 1997 FEBRUARY 10, 1997 FEBRUARY 21, 1997 MARCH 10, 1997 MARCH 17, 1997 APRIL 14, 1997 APRIL 28, 1997 MAY 12, 1997 JUNE 23, 1997 JULY 15, 1997 JULY 28, 1997 AUGUST 25, 1997	JANUARY 10, 2000 JANUARY 24, 2000 FEBRUARY 14, 2000 FEBRUARY 28, 2000 MARCH 13, 2000 MARCH 27, 2000 APRIL 10, 2000 APRIL 24, 2000 JUNE 26, 2000 JULY 10, 2000 JULY 24, 2000 AUGUST 28, 2000 SEPTEMBER 25, 2000 OCTOBER 23, 2000 NOVEMBER 13, 2000 NOVEMBER 27, 2000 DECEMBER 11, 2000	JUNE 14, 2004 JUNE 28, 2004 JULY 12, 2004 AUGUST 9, 2004 SEPTEMBER 13, 2004 NOVEMBER 22, 2004	FEBRUARY 14, 2011 FEBRUARY 28, 2011 APRIL 11, 2011 MAY 23, 2011
JANUARY 6, 1998 JANUARY 12, 1998 FEBRUARY 23, 1998 MARCH 3, 1998 MARCH 9, 1998 APRIL 13, 1998 MAY 11, 1998 MAY 26, 1998 JUNE 8, 1998 JUNE 22, 1998 JULY 13, 1998 JULY 27, 1998 AUGUST 10, 1998 OCTOBER 12, 1998 OCTOBER 26, 1998 DECEMBER 14, 1998	JANUARY 8, 2001 JANUARY 22, 2001 FEBRUARY 12, 2001	JANUARY 9, 2006 MARCH 13, 2006 APRIL 24, 2006	APRIL 9, 2012 SEPTEMBER 24, 2012 DECEMBER 10, 2012
SEPTEMBER 8, 1997 SEPTEMBER 22, 1997 OCTOBER 13, 1997 NOVEMBER 10, 1997 DECEMBER 9, 1997	JANUARY 27, 1997 FEBRUARY 10, 1997 FEBRUARY 21, 1997 MARCH 10, 1997 MARCH 17, 1997 APRIL 14, 1997 APRIL 28, 1997 MAY 12, 1997 JUNE 23, 1997 JULY 15, 1997 JULY 28, 1997 AUGUST 25, 1997	AUGUST 22, 2005 SEPTEMBER 26, 2005 OCTOBER 10, 2005 NOVEMBER 14, 2005 DECEMBER 12, 2005	JUNE 10, 2013
JANUARY 6, 1998 JANUARY 12, 1998 FEBRUARY 23, 1998 MARCH 3, 1998 MARCH 9, 1998 APRIL 13, 1998 MAY 11, 1998 MAY 26, 1998 JUNE 8, 1998 JUNE 22, 1998 JULY 13, 1998 JULY 27, 1998 AUGUST 10, 1998 OCTOBER 12, 1998 OCTOBER 26, 1998 DECEMBER 14, 1998	FEBRUARY 26, 2001 MARCH 12, 2001 MARCH 26, 2001 APRIL 9, 2001 APRIL 23, 2001 MAY 14, 2001 MAY 29, 2001 AUGUST 13, 2001 SEPTEMBER 24, 2001 OCTOBER 8, 2001 NOVEMBER 13, 2001	MAY 23, 2006 JULY 10, 2006 JULY 24, 2006 AUGUST 14, 2006 AUGUST 28, 2006 SEPTEMBER 11, 2006 SEPTEMBER 25, 2006 OCTOBER 9, 2006 OCTOBER 23, 2006 NOVEMBER 13, 2006 NOVEMBER 27, 2006	SEPTEMBER 8, 2014 NOVEMBER 9, 2015
JANUARY 11, 1999 FEBRUARY 16, 1999 JUNE 28, 1999 JULY 26, 1999 AUGUST 9, 1999	JANUARY 14, 2002 APRIL 22, 2002 JUNE 10, 2002 AUGUST 8, 2002 AUGUST 26, 2002 SEPTEMBER 3, 2002 NOVEMBER 25, 2002 DECEMBER 10, 2002	JANUARY 22, 2007 FEBRUARY 12, 2007 FEBRUARY 26, 2007 MARCH 26, 2007 APRIL 9, 2007 APRIL 23, 2007 JUNE 11, 2007 JUNE 25, 2007 JULY 9, 2007 AUGUST 13, 2007 OCTOBER 22, 2007 DECEMBER 10, 2007	JANUARY 11, 2016 JANUARY 25, 2016 MARCH 14, 2016 MARCH 28, 2016 APRIL 25, 2016 AUGUST 22, 2016
	JANUARY 27, 2003 FEBRUARY 10, 2003 FEBRUARY 24, 2003 APRIL 28, 2003 MAY 7, 2003 MAY 12, 2003 JUNE 9, 2003	FEBRUARY 25, 2008 MARCH 24, 2008 APRIL 28, 2008 JUNE 9, 2008 JUNE 23, 2008 JULY 14, 2008 AUGUST 25, 2008 SEPTEMBER 8, 2008 OCTOBER 13, 2008 OCTOBER 27, 2008 NOVEMBER 24, 2008	OCTOBER 8, 2018 SEPTEMBER 14, 2020 SEPTEMBER 28, 2020 DECEMBER 14, 2020 JANUARY 11, 2021 MARCH 8, 2021

EXHIBIT "B"

LIST OF EXECUTIVE SESSION MINUTES PREVIOUSLY APPROVED FOR DISCLOSURE

OCTOBER 14, 1996	PARTIAL
JANUARY 27, 1997	PARTIAL
FEBRUARY 10, 1997	PARTIAL
MARCH 10, 1997	PARTIAL
APRIL 14, 1997	PARTIAL
NOVEMBER 10, 1997	PARTIAL
JANUARY 6, 1998	PARTIAL
MARCH 3, 1998	PARTIAL
MARCH 9, 1998	PARTIAL
APRIL 13, 1998	PARTIAL
MAY 11, 1998	PARTIAL
OCTOBER 12, 1998	PARTIAL
JULY 10, 2000	PARTIAL
OCTOBER 8, 2001	PARTIAL

EXHIBIT "C"

LIST OF EXECUTIVE SESSION MINUTES TO REMAIN CONFIDENTIAL

NOVEMBER 29, 1995 DECEMBER 11, 1995	JANUARY 10, 2000 JANUARY 24, 2000 FEBRUARY 14, 2000 FEBRUARY 28, 2000 MARCH 13, 2000 MARCH 27, 2000 APRIL 10, 2000 APRIL 24, 2000 JUNE 26, 2000 JULY 10, 2000 JULY 24, 2000	JANUARY 10, 2005 JANUARY 24, 2005 MARCH 14, 2005 APRIL 11, 2005 MAY 23, 2005 JUNE 13, 2005 SEPTEMBER 26, 2005 OCTOBER 10, 2005 NOVEMBER 14, 2005 DECEMBER 12, 2005	APRIL 12, 2010 AMENDED APRIL 26, 2010 AMENDED MAY 24, 2010 JUNE 28, 2010 AUGUST 9, 2010 SEPTEMBER 13, 2010 DECEMBER 13, 2010 FEBRUARY 14, 2011 FEBRUARY 28, 2011 APRIL 11, 2011 MAY 23, 2011
JUNE 10, 1996 JUNE 24, 1996 AUGUST 12, 1996 SEPTEMBER 9, 1996 SEPTEMBER 23, 1996 OCTOBER 14, 1996	AUGUST 28, 2000 SEPTEMBER 25, 2000 OCTOBER 23, 2000 NOVEMBER 13, 2000 NOVEMBER 27, 2000 DECEMBER 11, 2000	JANUARY 9, 2006 MARCH 13, 2006 APRIL 24, 2006 MAY 23, 2006 JULY 10, 2006 JULY 24, 2006 AUGUST 14, 2006 AUGUST 28, 2006 SEPTEMBER 11, 2006 SEPTEMBER 25, 2006 OCTOBER 9, 2006 OCTOBER 23, 2006 NOVEMBER 13, 2006 NOVEMBER 27, 2006	APRIL 9, 2012 SEPTEMBER 24, 2012 DECEMBER 10, 2012 JUNE 10, 2013 SEPTEMBER 8, 2014 NOVEMBER 9, 2015
JANUARY 27, 1997 FEBRUARY 10, 1997 FEBRUARY 21, 1997 MARCH 10, 1997 MARCH 17, 1997 APRIL 14, 1997 APRIL 28, 1997	JANUARY 8, 2001 JANUARY 22, 2001 FEBRUARY 12, 2001 FEBRUARY 26, 2001 MARCH 12, 2001 MARCH 26, 2001 APRIL 9, 2001	AUGUST 14, 2006 AUGUST 28, 2006 SEPTEMBER 11, 2006 SEPTEMBER 25, 2006 OCTOBER 9, 2006 OCTOBER 23, 2006 NOVEMBER 13, 2006 NOVEMBER 27, 2006	JANUARY 11, 2016 JANUARY 25, 2016 MARCH 14, 2016 MARCH 28, 2016 APRIL 25, 2016 AUGUST 22, 2016 OCTOBER 8, 2018 SEPTEMBER 14, 2020 SEPTEMBER 28, 2020 DECEMBER 14, 2020 JANUARY 11, 2021
MAY 12, 1997 JUNE 23, 1997 JULY 15, 1997 JULY 28, 1997 AUGUST 25, 1997 SEPTEMBER 8, 1997 SEPTEMBER 22, 1997 OCTOBER 13, 1997 NOVEMBER 10, 1997 DECEMBER 9, 1997	APRIL 23, 2001 MAY 14, 2001 MAY 29, 2001 AUGUST 13, 2001 SEPTEMBER 24, 2001 OCTOBER 8, 2001 NOVEMBER 13, 2001	JANUARY 22, 2007 FEBRUARY 12, 2007 FEBRUARY 26, 2007 MARCH 26, 2007 APRIL 9, 2007 APRIL 23, 2007 JUNE 11, 2007 JUNE 25, 2007 JULY 9, 2007 AUGUST 13, 2007 OCTOBER 22, 2007 DECEMBER 10, 2007 FEBRUARY 25, 2008	AUGUST 22, 2016 OCTOBER 8, 2018 SEPTEMBER 14, 2020 SEPTEMBER 28, 2020 DECEMBER 14, 2020 JANUARY 11, 2021
JANUARY 6, 1998 JANUARY 12, 1998 FEBRUARY 23, 1998	JANUARY 14, 2002 APRIL 22, 2002 JUNE 10, 2002 AUGUST 8, 2002 AUGUST 26, 2002 SEPTEMBER 3, 2002 MARCH 24, 2008 NOVEMBER 25, 2002 DECEMBER 10, 2002	APRIL 28, 2008 JUNE 9, 2008 JUNE 23, 2008 JULY 14, 2008 AUGUST 25, 2008 SEPTEMBER 8, 2008 OCTOBER 13, 2008 OCTOBER 27, 2008 NOVEMBER 24, 2008	
MARCH 3, 1998 MARCH 9, 1998 APRIL 13, 1998 MAY 11, 1998 MAY 26, 1998 JUNE 8, 1998 JUNE 22, 1998 JULY 13, 1998 JULY 27, 1998 AUGUST 10, 1998 OCTOBER 12, 1998 OCTOBER 26, 1998 DECEMBER 14, 1998 JANUARY 11, 1999 FEBRUARY 16, 1999 JUNE 28, 1999 JULY 26, 1999 AUGUST 9, 1999 AUGUST 23, 1999 SEPTEMBER 13, 1999 SEPTEMBER 27, 1999 OCTOBER 11, 1999 OCTOBER 25, 1999 NOVEMBER 8, 1999 DECEMBER 13, 1999	JANUARY 27, 2003 FEBRUARY 10, 2003 FEBRUARY 24, 2003 APRIL 28, 2003 MAY 7, 2003 MAY 12, 2003 JUNE 9, 2003 JULY 28, 2003 AUGUST 25, 2003 OCTOBER 27, 2003 FEBRUARY 9, 2004 MARCH 8, 2004 APRIL 12, 2004 APRIL 26, 2004 JUNE 14, 2004 JUNE 28, 2004 JULY 12, 2004 AUGUST 9, 2004 SEPTEMBER 13, 2004 NOVEMBER 22, 2004	MARCH 9, 2009 SEPTEMBER 14, 2009 SEPTEMBER 28, 2009 NOVEMBER 9, 2009 NOVEMBER 23, 2009	
		JANUARY 11, 2010 FEBRUARY 8, 2010 FEBRUARY 22, 2010 MARCH 22, 2010 APRIL 5, 2010 APRIL 12, 2010 APRIL 26, 2010 MAY 24, 2010	

EXHIBIT "D"

**LIST OF EXECUTIVE SESSION MINUTES NOT PREVIOUSLY APPROVED FOR
DISCLOSURE, BUT NOW APPROVED FOR DISCLOSURE**

**THE VILLAGE OF PALOS PARK
ACCOUNTS PAYABLE WARRANT
FOR DECEMBER 11, 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

-- Village of Palos Park --
 DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 12/11/2023

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
300001			AIRY'S INC.					
3420	11/30/23	01	REPLACE VALVE-123RD & 81ST	5224606750			12/11/23	4,810.83
							INVOICE TOTAL:	4,810.83
3423	11/30/23	01	WTR MAIN BRK 8707 W 124TH	5224606750			12/11/23	4,346.82
							INVOICE TOTAL:	4,346.82
3427	11/30/23	01	PULL PUMPS-KIMBER TRL LIFT STA	5124606720			12/11/23	344.23
							INVOICE TOTAL:	344.23
8429	11/30/23	01	INSTALL PUMP-24 ROMIGA LANE	5124606720			12/11/23	516.35
							INVOICE TOTAL:	516.35
							VENDOR TOTAL:	10,018.23
50004			ASSOCIATED TECHNICAL SERVICES					
7779	11/30/23	01	EMERGENCY LEAK LOC 3 COMMONS DR	5224606990			12/11/23	884.00
							INVOICE TOTAL:	884.00
7785	11/30/23	01	LEAK LOCATE OAKRIDGE & 79TH AV	5224606990			12/11/23	784.00
							INVOICE TOTAL:	784.00
							VENDOR TOTAL:	1,668.00
X00001			BAXTER & WOODMAN, INC.					
252692	11/30/23	01	IEPA LOAN APP ASSTNC/MCCRTHY	5224606990			12/11/23	92.50
							INVOICE TOTAL:	92.50
							VENDOR TOTAL:	92.50
U00001			BLUR CROSS/BLUE SHIELD OF IL					
312	12/05/23	01	EMPLYR HEALTH DEC2023	0120505310			12/11/23	3,978.64
		02	EMPLYR HEALTH DEC2023	0122505310				14,177.29
		03	EMPLYR HEALTH DEC2023	0124505310				1,855.30
		04	EMPLYR HEALTH DEC2023	0125505310				4,887.85

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INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
J00001 BLUE CROSS/BLUE SHIELD OF IL								
312	12/05/23	05	EMPLYR HEALTH DEC2023	1100505310			12/11/23	2,668.46
		06	EMPLYR HEALTH DEC2023	5124505310				1,540.34
		07	EMPLYR HEALTH DEC2023	5224505310				3,802.96
		08	EMPLOYEE HEALTH DEC2023 AD	0100000502				1,674.59
		09	EMPLOYEE HEALTH DEC2023 PO	0100000502				3,299.01
		10	EMPLOYEE HEALTH DEC2023 PW	0100000502				344.84
		11	EMPLOYEE HEALTH DEC2023 BD	0100000502				1,221.96
		12	COUNCIL REIMB DEC2023	0100181801				1,424.52
		13	EMPLOYEE HEALTH DEC2023 LB	1100000502				1,481.66
		14	EMPLOYEE HEALTH DEC2023	5100000502				385.09
		15	EMPLOYEE HEALTH DEC2023	5200000502				950.73
								43,693.24
								43,693.24
M00014 CAMIROS, LTD								
021915-IN	12/05/23	01	CODE UPDATES	0125606620			12/11/23	1,120.00
								1,120.00
								1,120.00
I00040 CHICAGO PARTS & SOUND, LLC								
-0059236	11/30/23	01	VER#261-1 FRONT WDW REGULATOR	0122606700			12/11/23	142.74
								142.74
								142.74
I00044 CHICAGO TRIBUNE								
31112	12/05/23	01	SUBSCRIPTION THRU 1/07/24	0120707035			12/11/23	324.00
								324.00
								324.00
N00001 CINTAS								
175344223	11/30/23	01	TOWELS	0124606990			12/11/23	15.10

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
N00001			CINTAS					
175344223	11/30/23	02	UTILITY DEPT UNIFORM RNTL	5124707300			12/11/23	82.30
		03	PW UNIFORM RENTAL	0124707300				122.01
							INVOICE TOTAL:	219.41
							VENDOR TOTAL:	219.41
N00002			CINTAS					
185744122	11/30/23	01	PW CABINET ORGNZD & RESTOCKED	0127936711			12/11/23	26.56
							INVOICE TOTAL:	26.56
185744181	11/30/23	01	REC CTR CABINET ORGNZD & STKD	0127926711			12/11/23	28.22
							INVOICE TOTAL:	28.22
							VENDOR TOTAL:	54.78
M00017			COM ED					
31121	11/30/23	01	12900 LAGRANGE 10/23-11/21/23	0124606731			12/11/23	47.44
							INVOICE TOTAL:	47.44
31128	12/05/23	01	METRA 10/26-11/28/23	5324606400			12/11/23	118.90
							INVOICE TOTAL:	118.90
							VENDOR TOTAL:	166.34
M00023			COMFORT ZONE SERVICE					
0844632	11/30/23	01	RECREATION CTR FALL VISIT	0127926710			12/11/23	574.00
							INVOICE TOTAL:	574.00
0845012	11/30/23	01	PUMPING STATION WINTER VISIT	5224606710			12/11/23	225.25
							INVOICE TOTAL:	225.25
1325684	12/05/23	01	SERVICE REPAIR FOR VILL HALL	0127916712			12/11/23	789.00
							INVOICE TOTAL:	789.00
							VENDOR TOTAL:	1,588.25

INVOICES DUE ON/BEFORE 12/11/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
00001	G COOPER OIL COMPANY INC							
38171	11/30/23	01	UTILITY DEP FUEL 13%	5124707080			12/11/23	513.62
		02	UTILITY DEPT FUEL 27%	5224707080				754.58
		03	PW FUEL 60%	0124707080				1,902.30
							INVOICE TOTAL:	3,170.50
							VENDOR TOTAL:	3,170.50
00003	COOK COUNTY DEPARTMENT							
31013	12/05/23	01	HEALTH INSPCTNS JUL-SEP2023	0120606990			12/11/23	1,000.00
							INVOICE TOTAL:	1,000.00
							VENDOR TOTAL:	1,000.00
R00011	CORE & MAIN LP							
952540	12/05/23	01	WATER MAIN BELL REPAIR CLAMP	5224606750			12/11/23	1,700.00
							INVOICE TOTAL:	1,700.00
							VENDOR TOTAL:	1,700.00
V00001	COVERALL							
010722021	11/30/23	01	KAPTUR JNTRL CLEANING DEC2023	0127916710			12/11/23	1,007.00
		02	METRA JNTRL CLEANING DEC2023	5324606710				210.00
							INVOICE TOTAL:	1,217.00
							VENDOR TOTAL:	1,217.00
R00003	CURALINC, LLC							
9251	12/05/23	01	JAN-MAR2024	0120505340			12/11/23	32.41
		02	JAN-MAR2024	0122505340				99.59
		03	JAN-MAR2024	0124505340				25.48
		04	JAN-MAR2024	0125505340				23.16
		05	JAN-MAR2024	0126505340				13.90
		06	JAN-MAR2024	0129505340				13.90
		07	JAN-MAR2024	5124505340				11.58

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INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
N00004 DYNEGY ENERGY SERVICES								
73518123111	11/30/23	01	9301 W 123RD 10/17-11/14/23	5124606400			12/11/23	34.39
							INVOICE TOTAL:	34.39
73518223111	11/30/23	01	9 PARTRIDGE LN 10/17-11/14/23	5124606400			12/11/23	76.67
							INVOICE TOTAL:	76.67
73518323111	11/30/23	01	12101 SW HWY 10/17-11/14/23	5224606400			12/11/23	1,813.96
							INVOICE TOTAL:	1,813.96
73518423111	11/30/23	01	12701 KINVARRA 10/17-11/14/23	5124606400			12/11/23	141.96
							INVOICE TOTAL:	141.96
73518623111	11/30/23	01	9540 123RD ST 10/17-11/14/23	5224606400			12/11/23	87.08
							INVOICE TOTAL:	87.08
73518723111	11/30/23	01	10101 125TH ST 10/17-11/14/23	5224606400			12/11/23	371.10
							INVOICE TOTAL:	371.10
73518823111	11/30/23	01	68 OLD CREEK 10/17-11/14/23	5124606400			12/11/23	65.83
							INVOICE TOTAL:	65.83
73518923111	11/30/23	01	40 RAMSGATE 10/17-11/14/23	5124606400			12/11/23	239.37
							INVOICE TOTAL:	239.37
73519023111	11/30/23	01	8812 120TH PL 10/17-11/14/23	5124606400			12/11/23	44.80
							INVOICE TOTAL:	44.80
73519123111	11/30/23	01	12410 91ST AVE 10/17-11/14/23	5124606400			12/11/23	97.24
							INVOICE TOTAL:	97.24
73519223111	11/30/23	01	8201 RT83 10/17-11/14/23	5124606400			12/11/23	125.23
							INVOICE TOTAL:	125.23
73519323111	11/30/23	01	24 1/2 ROMIGA 10/17-11/14/23	5124606400			12/11/23	77.70
							INVOICE TOTAL:	77.70

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INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
DYNEGY ENERGY SERVICES								
173519423111	11/30/23	01	12355 WOLF RD 10/17-11/14/23	5124606400			12/11/23	23.18
							INVOICE TOTAL:	23.18
							VENDOR TOTAL:	3,198.51
THE EAGLE UNIFORM CO., INC.								
INV-18690	11/30/23	01	U/A PUDINOFF 1 SWEATER	0122707300			12/11/23	132.00
							INVOICE TOTAL:	132.00
							VENDOR TOTAL:	132.00
FP MAILING SOLUTIONS								
11105958927	12/05/23	01	POSTAGE	0120707040			12/11/23	359.40
							INVOICE TOTAL:	359.40
							VENDOR TOTAL:	359.40
W.W. GRAINGER								
1913082005	12/05/23	01	VILL HALL REPLACEMENT BULBS	0127916711			12/11/23	78.12
							INVOICE TOTAL:	78.12
1913082013	12/05/23	01	SLUIS HOUSE AIR FILTERS	0130707990			12/11/23	147.72
		02	VILL HALL BOILER & UPSTR FILTERS	0127916711				133.92
							INVOICE TOTAL:	281.64
1914360608	12/05/23	01	VILL HALL FLORESCNT BLBS&FLTR	0127916711			12/11/23	179.37
							INVOICE TOTAL:	179.37
							VENDOR TOTAL:	539.13
HANCOCK ENGINEERING								
13-0861	11/30/23	01	ENG SPECS & BID DOCS	2328808060			12/11/23	1,672.00
							INVOICE TOTAL:	1,672.00
							VENDOR TOTAL:	1,672.00

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
W00003 HAWKINS, INC.								
633578	11/30/23	01	AZONE15 IQD TRTMT F/WTR-PUMP	5224606990			12/11/23	307.32
			INVOICE TOTAL:					307.32
			VENDOR TOTAL:					307.32
T0001 STATE TREASURER								
4218	11/30/23	01	ILD83/CAL SAG@119 JUL-SEP2023	0124606731			12/11/23	385.92
			INVOICE TOTAL:					385.92
			VENDOR TOTAL:					385.92
N00006 JENSEN ENTERTAINMENT INC								
023-226	11/30/23	01	BRKFST W/SANTA PRFRMR-BALANCE	0132606000			12/11/23	197.50
			INVOICE TOTAL:					197.50
			VENDOR TOTAL:					197.50
L00007 WOJCIECH KALATA								
0210312	12/05/23	01	REFUND ROW BOND, PRMT20210312	8000002100			12/11/23	3,500.00
			INVOICE TOTAL:					3,500.00
			VENDOR TOTAL:					3,500.00
N00003 LANG HOME EXTERIORS								
023-3342-1	11/30/23	01	PMP STAT-INSTL NEW FRNC CP/SCR	5224606711			12/11/23	200.00
			INVOICE TOTAL:					200.00
			VENDOR TOTAL:					200.00
J00003 LAUTERBACH & AMEN, LLP								
4845	11/30/23	01	MUNICIPAL COMPLIANCE REPORT	0129606565			12/11/23	575.00
		02	FINANCIAL STATEMENT AUDIT	0129606560				2,000.00
			INVOICE TOTAL:					2,575.00
			VENDOR TOTAL:					2,575.00

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S00001	LRS, LLC							
S574149	11/30/23	01	VILL GRN RSTRM, FEE WNTZRNG	0127976990			12/11/23	126.20
							INVOICE TOTAL:	126.20
							VENDOR TOTAL:	126.20
I00004	MAILBOX FAST LLC							
31130	12/05/23	01	JULIA MURPHY 137 OLD CREEK RD	2624606991			12/11/23	810.00
							INVOICE TOTAL:	810.00
							VENDOR TOTAL:	810.00
R00048	MICHELLE MARANO							
31121	11/30/23	01	U/A MARANO-TRUNAB PATROL BAG	0122707300		UA	12/11/23	59.99
							INVOICE TOTAL:	59.99
							VENDOR TOTAL:	59.99
M00004	LAVDIM MEMISOVSKI							
384	12/05/23	01	REFUND ROW BOND, 20220075	8000002100			12/11/23	3,500.00
							INVOICE TOTAL:	3,500.00
							VENDOR TOTAL:	3,500.00
N00005	MENARDS							
2988	11/30/23	01	CHRISTMAS LIGHTS 105 CT LED C7	0132606000			12/11/23	324.87
							INVOICE TOTAL:	324.87
							VENDOR TOTAL:	324.87
N0001	MENARDS CRESTWOOD							
1579	11/30/23	01	LIGHTS VILL CHRSTMS TREE LGHT	0132606000			12/11/23	374.85
							INVOICE TOTAL:	374.85
							VENDOR TOTAL:	374.85
N0002	MENARDS							

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N0002			MENARDS					
8887	11/30/23	01	CHRISTMAS LIGHTS 105 CT LED C7	0132606000			12/11/23	524.79
								524.79
								524.79
T00008			METROPOLITAN LIFE INSURANCE CO					
312	12/05/23	01	EMPLYR DENTAL DEC2023	0120505310			12/11/23	234.86
		02	EMPLYR DENTAL DEC2023	0122505310				938.98
		03	EMPLYR DENTAL DEC2023	0124505310				103.99
		04	EMPLYR DENTAL DEC2023	0125505310				296.23
		05	EMPLYR DENTAL DEC2023	1100505310				136.62
		06	EMPLYR DENTAL DEC2023	5124505310				116.07
		07	EMPLYR DENTAL DEC2023	5224505310				280.46
		08	EMPLOYEE DENTAL DEC2023 AD	0100000502				100.97
		09	EMPLOYEE DENTAL DEC2023 PA	0100000502				42.27
		10	EMPLOYEE DENTAL DEC2023 PO	0100000502				234.72
		11	EMPLOYEE DENTAL DEC2023 PW	0100000502				25.99
		12	EMPLOYEE DENTAL DEC2023 BD	0100000502				74.05
		13	EMPLOYEE DENTAL DEC2023 LB	1100000502				76.41
		14	EMPLOYEE DENTAL DEC2023	5100000502				29.01
		15	EMPLOYEE DENTAL DEC2023	5200000502				27.83
								2,718.46
								2,718.46
T00001			METROPOLITAN INDUSTRIES INC					
NV056473	11/30/23	01	RPLCMNT PUMP OLD CREEK LFT STA	5124606720			12/11/23	15,341.00
								15,341.00
								15,341.00
C00004			MICRO-EYE SECURITY SYSTEMS INC					
5353	11/30/23	01	METRA FIRE RADIO LSE MNRNG	5324606710			12/11/23	708.00
		02	KAPTUR FIRE ALARM BATTERIES	0127916710				708.00

INVOICE TOTAL: 2,718.46
 VENDOR TOTAL: 2,718.46

INVOICE TOTAL: 15,341.00
 VENDOR TOTAL: 15,341.00

INVOICE TOTAL: 708.00
 VENDOR TOTAL: 708.00

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INVOICE # NDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
C00004 MICRO-EYE SECURITY SYSTEMS INC								
5353	11/30/23	03	REC FIRE ALARM INSPECTION	0127936710			12/11/23	708.00
			INVOICE TOTAL:					2,124.00
			VENDOR TOTAL:					2,124.00
C00001 NICOR GAS								
31129	12/05/23	01	METRA 10/27-11/29/23	5324606410			12/11/23	164.23
			INVOICE TOTAL:					164.23
31129A	12/05/23	01	121ST & SW HWY 10.28-11/29/23	5224606410			12/11/23	234.36
			INVOICE TOTAL:					234.36
31130	12/05/23	01	PW GARAGE 10/31-11/30/23	0127936410			12/11/23	291.89
			INVOICE TOTAL:					291.89
31130A	12/05/23	01	REC CTR 10/31-11/30/23	0127926410			12/11/23	554.69
			INVOICE TOTAL:					554.69
31130B	12/05/23	01	RNTL HOUSE GAS 10/31-11/29/23	0130606410			12/11/23	103.45
			INVOICE TOTAL:					103.45
31130C	12/05/23	01	12410 S 91ST 10/31-11/30/23	5124606410			12/11/23	50.41
			INVOICE TOTAL:					50.41
			VENDOR TOTAL:					1,399.03
C00005 PACE ANALYTICAL SERVICES LLC								
9576423	12/05/23	01	THM SAMPLES	5224606620			12/11/23	243.80
			INVOICE TOTAL:					243.80
			VENDOR TOTAL:					243.80
R00010 MONICA PEREZ								
004534.002	12/05/23	01	REFUND/PEREZ	0100003000			12/11/23	200.00
			INVOICE TOTAL:					200.00
			VENDOR TOTAL:					200.00

INVOICES DUE ON/BEFORE 12/11/2023

INVOICE # NDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
D00001 RED WING BUSINESS ADVANTAGE								
31127	11/30/23	01	ABEL WORK BOOTS	0124707300			12/11/23	224.99
			INVOICE TOTAL:					224.99
			VENDOR TOTAL:					224.99
Z00001 JOE RIZZA								
43333	12/05/23	01	TAG#55 FORD F550-MIRROR	0124606700			12/11/23	464.79
			INVOICE TOTAL:					464.79
			VENDOR TOTAL:					464.79
S0001 ROSCOE								
824272	12/05/23	01	METRA MATS 11/30/23	5324606710			12/11/23	78.11
			INVOICE TOTAL:					78.11
824273	12/05/23	01	KAPTUR MATS 11/30/23	0127916710			12/11/23	216.96
			INVOICE TOTAL:					216.96
			VENDOR TOTAL:					295.07
G00001 SIGNS BY DESIGN								
8651	12/05/23	01	PUBLIC HEARING SIGNS	0125606590			12/11/23	600.00
			INVOICE TOTAL:					600.00
			VENDOR TOTAL:					600.00
Y00002 JANIAH TAYLOR								
004529.002	12/05/23	01	REFUND/TAYLOR	0100003000			12/11/23	200.00
			INVOICE TOTAL:					200.00
			VENDOR TOTAL:					200.00
A0001 TRAFFIC CONTROL & PROTECTION								
16090	12/05/23	01	2STRT SIGNS, PRTS, LBR-ACCDNT	2424707710			12/11/23	1,375.80
			INVOICE TOTAL:					1,375.80
			VENDOR TOTAL:					1,375.80

INVOICES DUE ON/BEFORE 12/11/2023

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
B00002 URBANCOM NET FIBER OPERATIONS								
4654,74692,75089	12/05/23	01	NOV-DEC2023	0120707200			12/11/23	353.62
		02	NOV-DEC2023	0122707200				353.62
		03	NOV-DEC2023	0124707200				353.62
		04	NOV-DEC2023	0125707200				353.62
		05	NOV-DEC2023	0126707200				353.62
		06	NOV-DEC2023	0129707200				353.67
								2,121.77
								2,121.77
P00001 VSP OF ILLINOIS, NFP								
19212869/819220786	11/30/23	01	VSP DEC2023 COVERAGE	0100000504			12/11/23	296.70
		02	VSP DEC2023 COVERAGE-COBRA	0100000504				11.54
								308.24
								308.24
R00003 WORTH MOR DOORS								
1120	11/30/23	01	PW DOOR#2 FRNSH & PRGM 4 RMTS	2328848110			12/11/23	4,900.00
								4,900.00
								4,900.00
								126,596.70

INVOICE TOTAL:
 VENDOR TOTAL:

INVOICE TOTAL:
 VENDOR TOTAL:

TOTAL ALL INVOICES:

INVOICES DUE ON/BEFORE 12/11/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00	GENERAL FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	289,941.51	7,964.92
DEA00004	DEARBORN NATIONAL LIFE	4,882.89	292.62
MET00008	METROPOLITAN LIFE INSURANCE CO	18,008.06	478.00
PER00010	MONICA PEREZ		200.00
POL00006	DAN POLK		92.35
TAY00002	JANIAH TAYLOR		200.00
VSP00001	VSP OF ILLINOIS, NFP	2,165.29	308.24
	GENERAL FUND		9,536.13
20	ADMINISTRATION DEPARTMENT		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	289,941.51	3,978.64
CHI00044	CHICAGO TRIBUNE	894.89	324.00
COO0003	COOK COUNTY DEPARTMENT	4,300.00	1,000.00
CUR00003	CURALINC, LLC	446.40	32.41
DAI0002	DAILY SOUTHTOWN	112.99	108.00
DEA00004	DEARBORN NATIONAL LIFE	4,882.89	34.01
FPM00001	FP MAILING SOLUTIONS	286.12	359.40
LEA00006	LEAF	12,587.86	558.28
MET00008	METROPOLITAN LIFE INSURANCE CO	18,008.06	234.86
PET00012	PETTY CASH		18.90
PRO00014	PROVEN IT	61,068.53	1,620.90
URB00002	URBANCOM NET FIBER OPERATIONS	2,877.00	353.62
	ADMINISTRATION DEPARTMENT		8,623.02
21	PUBLIC AFFAIRS DEPARTMENT		
PET00012	PETTY CASH		20.00
	PUBLIC AFFAIRS DEPARTMENT		20.00
22	POLICE DEPARTMENT		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	289,941.51	14,177.29
CHI00040	CHICAGO PARTS & SOUND, LLC	8,652.47	142.74
CUR00003	CURALINC, LLC	446.40	99.59
DEA00004	DEARBORN NATIONAL LIFE	4,882.89	140.25
EAG00001	THE EAGLE UNIFORM CO., INC.	1,506.50	132.00
LEA00006	LEAF	12,587.86	869.31

INVOICES DUE ON/BEFORE 12/11/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
22	POLICE DEPARTMENT		
MAR00048	MICHELLE MARANO	89.00	59.99
MET00008	METROPOLITAN LIFE INSURANCE CO	18,008.06	938.98
URB00002	URBANCOM NET FIBER OPERATIONS	2,877.00	353.62
	POLICE DEPARTMENT		16,913.77
24	PUBLIC WORKS DEPARTMENT		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	289,941.51	1,855.30
CIN00001	CINTAS	7,401.90	137.11
COM00017	COM ED	1,000.38	47.44
COO0001	G COOPER OIL COMPANY INC	13,121.55	1,902.30
CUR00003	CURALINC, LLC	446.40	25.48
DEA00004	DEARBORN NATIONAL LIFE	4,882.89	63.63
IDT0001	STATE TREASURER		385.92
LEA00006	LEAF	12,587.86	279.15
LOB00001	LOBOS TREE & LANDSCAPING SERV	34,400.00	2,500.00
MET00008	METROPOLITAN LIFE INSURANCE CO	18,008.06	103.99
RED00001	RED WING BUSINESS ADVANTAGE	2,065.41	224.99
RIZ00001	JOE RIZZA	1,974.79	464.79
URB00002	URBANCOM NET FIBER OPERATIONS	2,877.00	353.62
	PUBLIC WORKS DEPARTMENT		8,343.72
25	BUILDING DEPARTMENT		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	289,941.51	4,887.85
CAM00014	CAMIROS, LTD	13,250.00	1,120.00
CUR00003	CURALINC, LLC	446.40	23.16
DEA00004	DEARBORN NATIONAL LIFE	4,882.89	34.75
LEA00006	LEAF	12,587.86	139.57
MET00008	METROPOLITAN LIFE INSURANCE CO	18,008.06	296.23
SIG00001	SIGNS BY DESIGN	1,335.00	600.00
URB00002	URBANCOM NET FIBER OPERATIONS	2,877.00	353.62
	BUILDING DEPARTMENT		7,455.18
26	RECREATION DEPARTMENT		
CUR00003	CURALINC, LLC	446.40	13.90
DEA00004	DEARBORN NATIONAL LIFE	4,882.89	12.50

INVOICES DUE ON/BEFORE 12/11/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
26	RECREATION DEPARTMENT		
LEA00006	LEAF	12,587.86	279.14
PET00012	PETTY CASH		17.00
URB00002	URBANCOM NET FIBER OPERATIONS	2,877.00	353.62
	RECREATION DEPARTMENT		676.16
27	PUBLIC GROUNDS		
CIN00002	CINTAS	1,338.46	54.78
COM00023	COMFORT ZONE SERVICE	16,399.75	1,363.00
COV00001	COVERALL	8,519.00	1,007.00
CYG00001	ANNA CYGANSKA	720.00	180.00
GRA0001	W.W. GRAINGER	866.24	391.41
LRS00001	LRS,LLC	4,513.30	126.20
MIC00004	MICRO-EYE SECURITY SYSTEMS INC	6,308.00	1,416.00
NIC0001	NICOR GAS	10,649.29	846.58
ROS0001	ROSCOE	5,156.38	216.96
	PUBLIC GROUNDS		5,601.93
29	FINANCE DEPARTMENT		
CUR00003	CURALINC, LLC	446.40	13.90
DEA00004	DEARBORN NATIONAL LIFE	4,882.89	9.38
LAU00003	LAUTERBACH & AMEN,LLP	22,280.00	2,575.00
URB00002	URBANCOM NET FIBER OPERATIONS	2,877.00	353.67
	FINANCE DEPARTMENT		2,951.95
30	SLUIS PROPERTY		
GRA0001	W.W. GRAINGER	866.24	147.72
NIC0001	NICOR GAS	10,649.29	103.45
	SLUIS PROPERTY		251.17
32	PALOS PARK FESTIVALS		
JEN00006	JENSEN ENTERTIANMENT INC	197.50	197.50
MEN00005	MENARDS	4,127.95	324.87

DATE: 12/05/23
TIME: 14:31:55
ID: AP443000.WOW

-- Village of Palos Park --
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 12/11/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
32	PALOS PARK FESTIVALS		
MEN0001	MENARDS CRESTWOOD		374.85
MEN0002	MENARDS		524.79
PET00012	PETTY CASH		90.71
	PALOS PARK FESTIVALS		1,512.72
33	SENIOR CLUB		
PET00012	PETTY CASH		19.76
	SENIOR CLUB		19.76
LIBRARY FUND			
00	LIBRARY FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	289,941.51	4,150.12
DEA00004	DEARBORN NATIONAL LIFE	4,882.89	25.00
MET00008	METROPOLITAN LIFE INSURANCE CO	18,008.06	213.03
	LIBRARY FUND		4,388.15
1/2% SALES TAX FUND			
28			
DUP00002	DUPAGE TOPSOIL, INC	810.00	415.00
HAN00015	HANCOCK ENGINEERING	1,138.00	1,672.00
WOR00003	WORTH MOR DOORS		4,900.00
			6,987.00
MFT FUND			
24	MFT FUND		
TRA0001	TRAFFIC CONTROL & PROTECTION	18,013.35	1,375.80
	MFT FUND		1,375.80
BEAUTIFICATION FUND			
24	BEAUTIFICATION FUND		

INVOICES DUE ON/BEFORE 12/11/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

BEAUTIFICATION FUND			
24	BEAUTIFICATION FUND		
MAI00004	MAILBOX FAST LLC	5,960.00	810.00
	BEAUTIFICATION FUND		810.00
SEWER FUND			
00	SEWER FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	289,941.51	385.09
MET00008	METROPOLITAN LIFE INSURANCE CO	18,008.06	29.01
	SEWER FUND		414.10
24	SEWER FUND		
AIR00001	AIRY'S INC.	225,182.01	860.58
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	289,941.51	1,540.34
CIN00001	CINTAS	7,401.90	82.30
COO0001	G COOPER OIL COMPANY INC	13,121.55	513.62
CUR00003	CURALINC, LLC	446.40	11.58
DEA00004	DEARBORN NATIONAL LIFE	4,882.89	22.89
DYN00004	DYNEGY ENERGY SERVICES	30,968.27	926.37
MET00008	METROPOLITAN LIFE INSURANCE CO	18,008.06	116.07
MET00001	METROPOLITAN INDUSTRIES INC	15,599.20	15,341.00
NIC0001	NICOR GAS	10,649.29	50.41
PHO00001	PHONETICS INC		179.37
	SEWER FUND		19,644.53
WATER FUND			
00	WATER FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	289,941.51	950.73
MET00008	METROPOLITAN LIFE INSURANCE CO	18,008.06	27.83
	WATER FUND		978.56
24	WATER FUND		
AIR00001	AIRY'S INC.	225,182.01	9,157.65
ASS0004	ASSOCIATED TECHNICAL SERVICES	6,136.00	1,668.00

INVOICES DUE ON/BEFORE 12/11/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
24	WATER FUND		
BAX00001	BAXTER & WOODMAN, INC.	3,054.93	92.50
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	289,941.51	3,802.96
COM00023	COMFORT ZONE SERVICE	16,399.75	225.25
COO0001	G COOPER OIL COMPANY INC	13,121.55	754.58
COR00011	CORE & MAIN LP	31,964.32	1,700.00
CUR00003	CURALINC, LLC	446.40	11.58
DEA00004	DEARBORN NATIONAL LIFE	4,882.89	53.21
DYN00004	DYNEGY ENERGY SERVICES	30,968.27	2,272.14
HAW00003	HAWKINS, INC.	1,482.02	307.32
LAN00003	LANG HOME EXTERIORS		200.00
LOB00001	LOBOS TREE & LANDSCAPING SERV	34,400.00	800.00
MET00008	METROPOLITAN LIFE INSURANCE CO	18,008.06	280.46
NIC0001	NICOR GAS	10,649.29	234.36
PAC00005	PACE ANALYTICAL SERVICES LLC	487.60	243.80
PET00012	PETTY CASH		10.00
	WATER FUND		21,813.81
COMMUTER LOT FUND			
24	COMMUTER LOT FUND		
COM00017	COM ED	1,000.38	118.90
COV00001	COVERALL	8,519.00	210.00
MIC00004	MICRO-EYE SECURITY SYSTEMS INC	6,308.00	708.00
NIC0001	NICOR GAS	10,649.29	164.23
ROS0001	ROSCOE	5,156.38	78.11
	COMMUTER LOT FUND		1,279.24
ESCROW FUND			
00			
KAL00007	WOJCIECH KALATA		3,500.00
MEM00004	LAVDIM MEMISOVSKI		3,500.00
			7,000.00
TOTAL ALL DEPARTMENTS			126,596.70

**THE VILLAGE OF PALOS PARK
SUPPLEMENTAL WARRANT LIST
FOR DECEMBER 11, 2023**

**THE MAYOR AND THE COMMISSIONERS OF THE VILLAGE OF PALOS PARK
APPROVE THE FOLLOWING SUPPLEMENTAL WARRANT LIST FOR MANUAL
CHECKS, PAYROLL AND RECURRING WIRE TRANSFERS.**

MAYOR NICOLE MILOVICH-WALTERS SIGNATURE

ATTEST:

VILLAGE CLERK MARIE ARRIGONI SIGNATURE

SUPPLEMENTAL WARRANT LIST/DECEMBER 11, 2023 COUNCIL MEETING

MANUAL CHECK: (Pre-authorized payments not coinciding with Warrant List schedule)

DATE	CHECK#	PAYEE	AMOUNT
11/16/2023	186766	Gallagher Materials Inc	\$743,483.22
12/5/2023	186818	Karry Czarnecki	\$200.00
TOTALS:			\$743,683.22

PAYROLL REQUIREMENTS: (Regular & agency checks, tax liabilities & Paylocity invoice)

Pay Date:		11/22/2023	\$138,626.09
Pay Date:		12/7/2023	141,261.75
Pay Date:			
TOTALS:			\$279,887.84

RECURRING WIRE TRANSFERS:

DESCRIPTION	TRANSFERRED TO:	AMOUNT
VOPP Wtr PurchOakLawn	Old National	\$62,304.89
Debt Service PP Series 2021	Republic Bank	\$115,706.25
Reg Wtr Qtrly Int-3rd Qtr	Marquette Bank	\$716.12
Bond Series 2022	Amalgamated Bank of Chgo	\$159,362.50
Debt Certificates Series 2006	Bank of NY Mellon	\$42,808.75
Debt Cert Series 2006/Fee	Bank of NY Mellon	\$853.00
IEPA Reich Loan Int/Prin	Marquette Bank	\$20,054.22
IEPA Trnsmn 4A Prin/Int	Marquette Bank	\$16,851.32
2022 GO Bonds	Marquette Bank	\$8,558.68
Wex Bank/Shell	On-Line	5,910.67
RCN/Astound	On-Line	1,036.40
Wex Gas Purchase	On-Line	1,273.08
American Express	J. P. Morgan Chase Bank	
Adobe Acropro		254.87
Papa Joes		170.90
Chalet Florist		113.49
Jewel Osco		16.54
Amazon.Com		22.86
Amazon.Com		51.89
GFOA		160.00
Amazon.Com		189.70
American Water Works		244.00
Ready Refresh		9.48
Facebook		11.37
Facebook		4.02
Dyn.Com		5.00
Adobe Acropro		21.24
Amazon.Com		74.99
IACP		199.00
Dyn.Com		5.00
Amazon Marketplace		-74.52
Amazon Marketplace		42.92
PF Photo Meijer		18.09
Republic Services		31,760.26
Coursra		49.00
AT&T		749.29
Jewel Osco		12.76
Amazon Marketplace		402.30
Amazon Marketplace		13.99
Amazon.Com		116.15
Gemplers Inc		860.87
Gemplers Inc		124.81

Amazon Marketplace			-14.55
Amazon Marketplace			211.22
Amazon.Com			45.72
Shutterfly			255.47
Lamination Depot			220.75
Adobe Systems			76.47
Adobe Systems			25.49
Amazon.Com			39.50
Dyn.Com			5.00
Visa		First Midwest Bank	
Buona Beef			40.53
AA Auto & Truck Care			152.00
Tractor Supply co			350.97
Colony Hardward Corp			16.98
TOTALS:			\$472,491.70
	TOTAL SUPPLEMENTAL WARRANT LIST:		\$1,496,062.76

Payroll Summary

Check Date: 11/22/2023

Page 1 of 2

Process: 2023112201

VILLAGE OF PALOS PARK (1868)

Pay Period: 11/04/2023 to 11/17/2023

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	59	0.00	82,141.53	82,141.53	
	Regular	4	3,733.52	0.00	3,733.52	
Totals		63	3,733.52	82,141.53	85,875.05	→ 85,875.05

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	Regular	9	11,559.06	4,810.38	16,369.44	
Totals			9	11,559.06	4,810.38	16,369.44	→ 16,369.44

Total Net Payroll Liability				15,292.58	86,951.91	102,244.49	→ 102,244.49
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Tax Liability

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax	36-6006039		Semi-Weekly	114,605.46	114,605.46	12,061.30		
Medicare	36-6006039		Semi-Weekly	123,087.10	123,087.10	1,784.78		
Medicare - Employer	36-6006039		Semi-Weekly	123,087.10	123,087.10		1,784.76	
OASDI	36-6006039		Semi-Weekly	123,087.10	120,585.76	7,476.37		
OASDI - Employer	36-6006039		Semi-Weekly	123,087.10	120,585.76		7,476.32	
Totals						21,322.45	9,261.08	→ 30,583.53

IL and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SITW	36-6006039		Semi-Weekly	114,605.46	114,605.46	5,697.33		
Totals						5,697.33	0.00	→ 5,697.33

ILSUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SUI	0800854	0.008500	Quarterly	123,087.10	11,852.33		100.74	
Totals						0.00	100.74	→ 100.74

Total Tax Liability						27,019.78	9,361.82	→ 36,381.60
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Total Payroll Liability						138,626.09		→ 138,626.09
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Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount	
112138669	11/22/2023	725.21				725.21	
Totals		725.21		0.00		725.21	→ 725.21

Transfers



Paylocity Corporation
(888) 873-8205

User: Company Rpt Admin

Run on 11/20/2023 at 4:03 PM

Payroll Summary

Check Date: 11/22/2023

Page 2 of 2

Process: 2023112201

VILLAGE OF PALOS PARK (1868)

Pay Period: 11/04/2023 to 11/17/2023

Type	Date	Source Account	Amount	
Billing	11/22/2023	1405470*	725.21	
Dir Dep	11/21/2023	1405470*	82,141.53	
Tax	11/21/2023	1405470*	36,381.60	
Totals Transfers			119,248.34	→ 119,248.34

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	Federal Income Tax	11/29/2023	30,583.53
(Deposit made by Service Bureau)	Illinois SITW	11/29/2023	5,697.33
(Deposit made by Service Bureau)	Illinois SUI	1/31/2024	100.74
	Total Tax Deposits		36,381.60



Payroll Summary

VILLAGE OF PALOS PARK (1868)

Check Date: 12/07/2023

Process: 2023120701

Page 1 of 2

Pay Period: 11/18/2023 to 12/01/2023

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	67	0.00	85,520.54	85,520.54	
	Regular	5	2,190.34	0.00	2,190.34	
Totals		72	2,190.34	85,520.54	87,710.88	→ 87,710.88

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	Regular	9	11,782.00	4,810.38	16,592.38	
Totals			9	11,782.00	4,810.38	16,592.38	→ 16,592.38

Total Net Payroll Liability				13,972.34	90,330.92	104,303.26	→ 104,303.26
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Tax Liability

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax	36-6006039		Semi-Weekly	117,152.82	117,152.82	12,668.59		
Medicare	36-6006039		Semi-Weekly	125,707.40	125,707.40	1,822.80		
Medicare - Employer	36-6006039		Semi-Weekly	125,707.40	125,707.40		1,822.76	
OASDI	36-6006039		Semi-Weekly	125,707.40	118,411.36	7,341.51		
OASDI - Employer	36-6006039		Semi-Weekly	125,707.40	118,411.36		7,341.50	
Totals						21,832.90	9,164.26	→ 30,997.16

IL and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SITW	36-6006039		Semi-Weekly	117,152.82	117,152.82	5,869.22		
Totals						5,869.22	0.00	→ 5,869.22

ILSUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SUI	0800854	0.008500	Quarterly	125,707.40	10,836.62		92.11	
Totals						0.00	92.11	→ 92.11

Total Tax Liability						27,702.12	9,256.37	→ 36,958.49
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Total Payroll Liability						141,261.75		→ 141,261.75
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Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount	
112160959	12/7/2023	215.58				215.58	
Totals		215.58		0.00		215.58	→ 215.58

Transfers



Paylocity Corporation
(888) 873-8205

User: Company Rpt Admin

Run on 12/5/2023 at 12:07 PM

Payroll Summary

Check Date: 12/07/2023

Page 2 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2023120701

Pay Period: 11/18/2023 to 12/01/2023

Type	Date	Source Account	Amount
Billing	12/7/2023	1405470*	215.58
Dir Dep	12/6/2023	1405470*	85,520.54
Tax	12/6/2023	1405470*	36,958.49
Totals Transfers			122,694.61

→ 122,694.61

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	Federal Income Tax	12/13/2023	30,997.16
(Deposit made by Service Bureau)	Illinois SITW	12/13/2023	5,869.22
(Deposit made by Service Bureau)	Illinois SUI	1/31/2024	92.11
	Total Tax Deposits		36,958.49





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: December 11, 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). The applicant has provided a revised plan, which requires a variance to reduce the corner side yard setback from 50' to 37' 8". The original request was for a 26' 11" corner side yard setback. 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 Zoning Board of Appeals (ZBA) held a public hearing on November 8, 2023 to consider a variance request to reduce the required corner yard setback (off of Wolf Road) from 50' to 26' 11". After conducting the Public Hearing, the ZBA made a motion to approve the request. The vote on the motion was two (2) in favor and five (5) against. As such, the ZBA recommended denial of the requested variance as proposed.

The Village Council considered this item at the November 27, 2023 meeting; and continued the item to the December 11, 2023 meeting to allow the applicant the opportunity to present a revised plan.

APPLICANT REVISION:

The applicant has provided a revised plan. Instead of requesting a 26' 11" corner setback, the revised plan reduces the request variance by over 10'. The new requested corner side setback is 37' 8". This revision is possible due to a reduction in the size of the proposed addition by 113 sf (1,686 sf to 1,573 sf) and reconfiguring the footprint of the addition.

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 to reduce the required corner side yard setback required by Section 1268.02(f) of the Palos Park Village Code; as it pertains to the proposed 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 to reduce the required corner side yard setback required by Section 1268.02(f) of the Palos Park Village Code to 37' 8"; to allow for 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.

OR

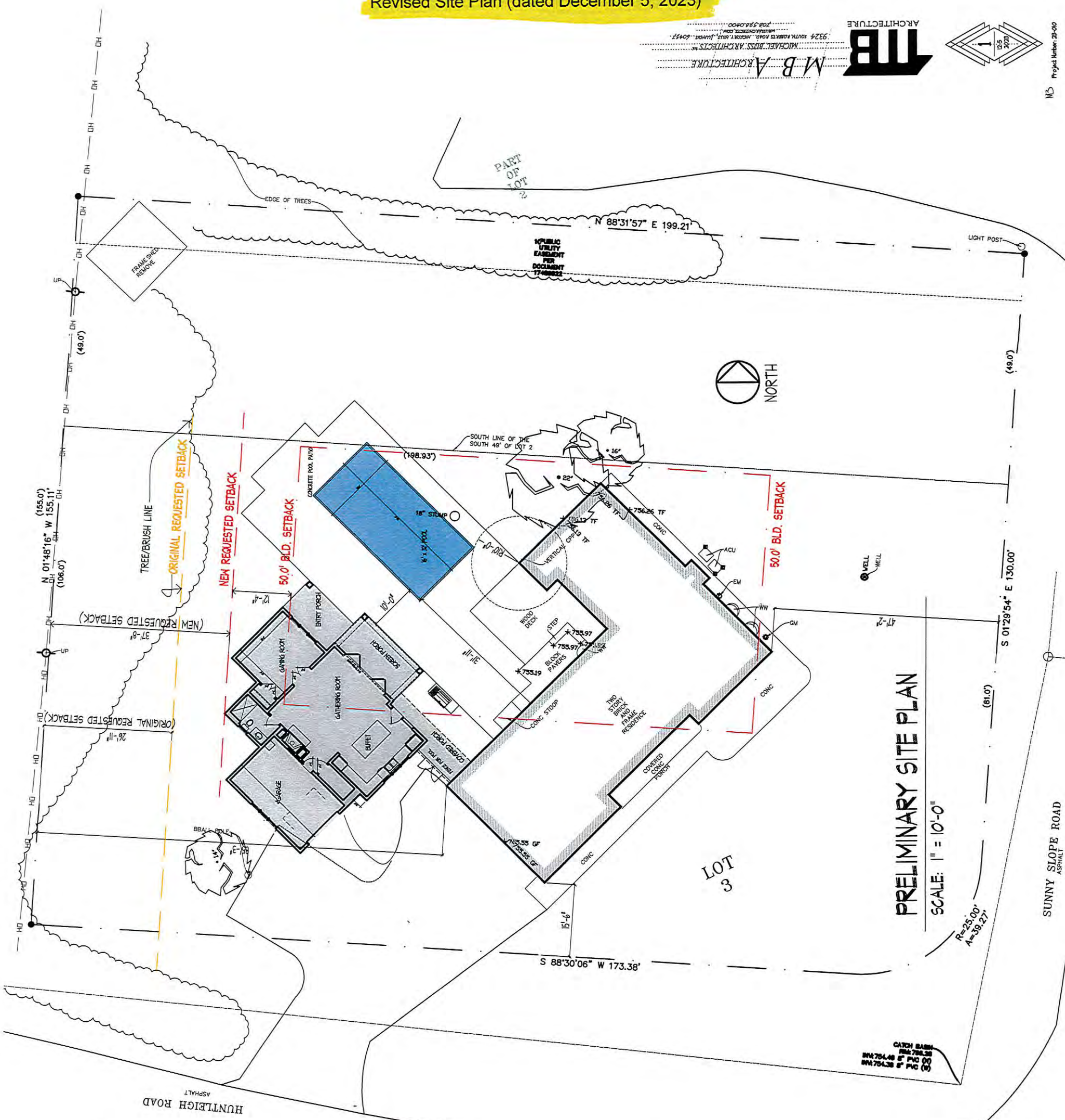
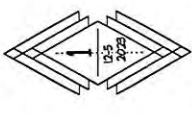
- I move to **refer** ZBA 2023-02, regarding a variance request to reduce the required corner side yard setback required by Section 1268.02(f) of the Palos Park Village Code, back to the Zoning Board of Appeals for further consideration of the revised plan as presented by the applicant.

Attachments:

Revised Site Plan (dated December 5, 2023)

November 27, 2023 Village Council Memo with Attachments (transmittal of recommendation, letter from applicant, ZBA staff report)

Letters from neighboring property owners



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

Re: 23-00
 As: 39, 27

CATCH BASIN
 RW 754.48
 RW 754.38

PALOS PARK FLOOR AREA RATIO CALCULATION

- 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. \rightarrow 4987 ADDITION \rightarrow **+ 912 ADDITION**
 4. SECOND FLOOR: 1956 s.f.
 5. ATTIC (HOUSE): N.A. s.f.
 6. GARAGE (HOUSE): 656 s.f. \rightarrow 315 ADDITION \rightarrow **+ 300 ADDITION**
 7. GARAGE (ATTIC): N.A. s.f. \rightarrow 464 PORCH \rightarrow **+ 361 PORCH**
 8. TOTAL (HOUSE/GARAGE/ATTIC) AREA: 5419 - 5305 s.f.
 $1720 + 1956 + 656 + 912 + 300 + 361 = 5305$ s.f. \rightarrow **508** s.f. \rightarrow **4925** s.f.
 9. ALLOWABLE GROSS FLOOR AREA: 6751.7 s.f.
 Formula: (1 ACRES TO ACRE = 221) $30689.7 \times .22 = 6751.7$ S.F.
 (Lot Area) x () =
 10. ALLOWABLE BUILDING COVERAGE: 6137.9 s.f.
 Formula: ($30689.7 \times .2 = 6137.9$) s.f.
 Lot Area
- * 1/2 acre or less 23%, over 1/2 acre to 2 acres 22%, over 2 acres 21.5%
 ** 1/2 acre or less 750 s.f., over 1/2 acre but less than 1 acre 400 s.f.
 1 acre = 43,560 s.f.

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



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
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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,



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

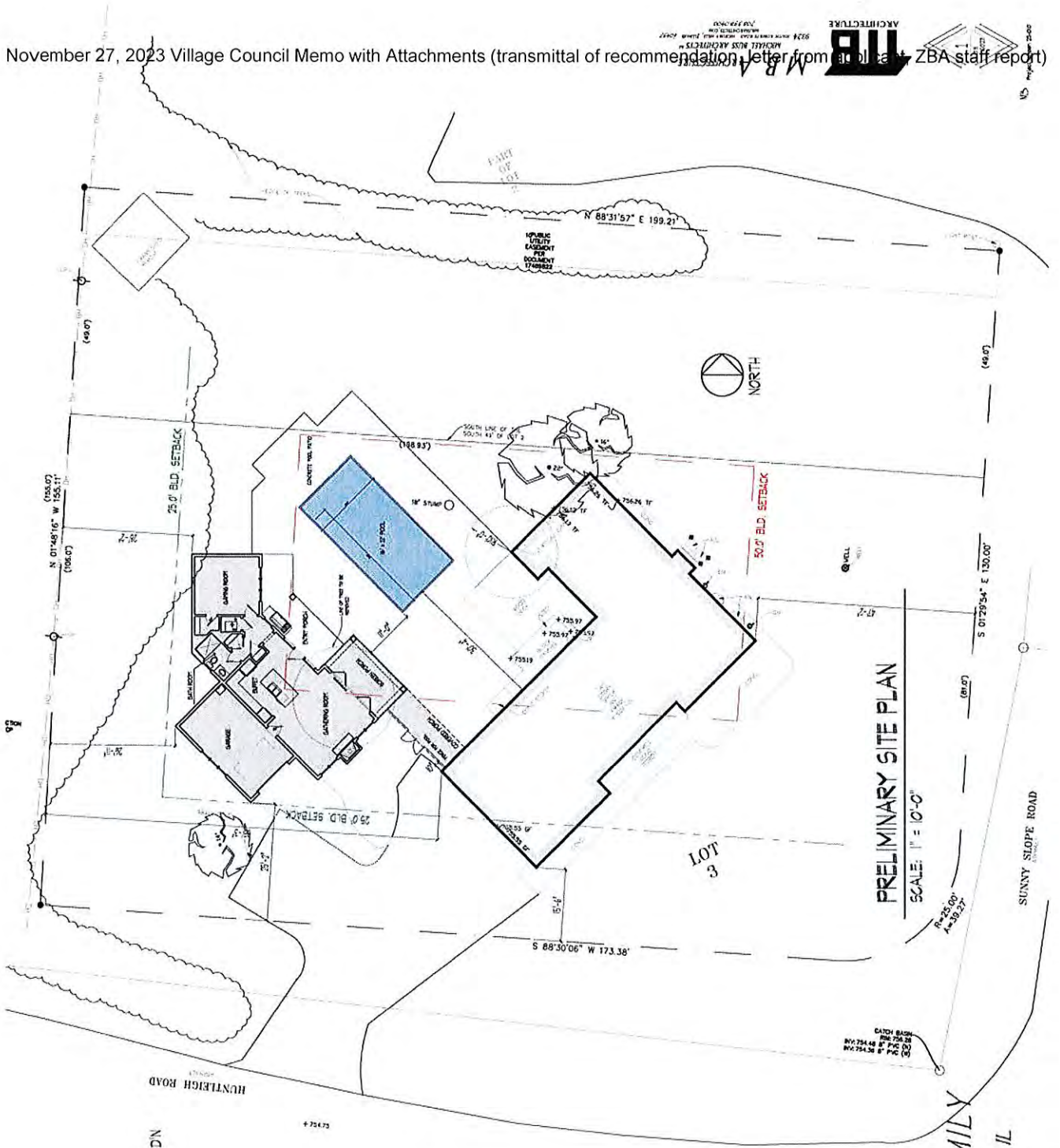
VI. ADJOURNMENT:

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



ZONING DISTRICT	R-1-A
LOT SIZE MINIMUM	43560.0 S.F.
ACTUAL	30689.7 S.F.
YARDS	REQUIRED
FRONT	50'-0"
SIDE INT	50'-0"
SIDE OPP	50'-0"
REAR	50'-0"
PROPOSED ADDN	25'-2"
15'-6" HUNTSVILLE	N.A.
47'-2" SUNNYSLOPE	N.A.
85'-3" WOLF	26'-11"
58'-9"	N.A.
BUILDING HT ADDITION	22'-4"
25'-0" TO MEAN	
F.A.R.	6.7817 S.F.
(1/4 ACRES TO ACRE = 22%)	30,689.7 X .22 = 6,781.7 S.F.
ACTUAL	5018 S.F.
LOT COVERAGE	40%
30689.7 X .2 = 6,137.94	

PRELIMINARY SITE PLAN
 SCALE: 1" = 10'-0"
 P: 25.00
 A: 35.27

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



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.

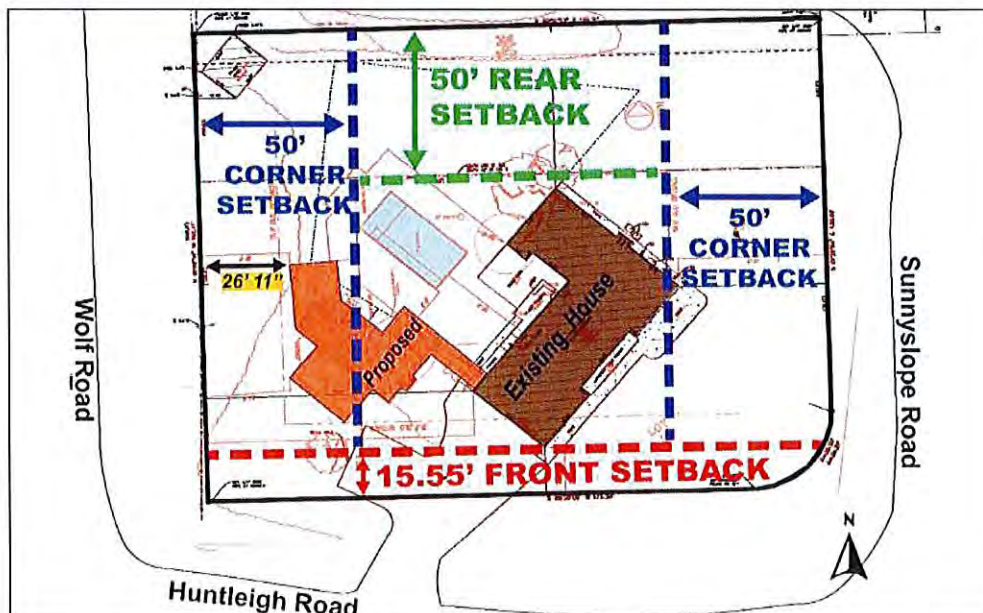


Figure 1: Required Setbacks (north is to the top)

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;

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.



Village of Palos Park GIS



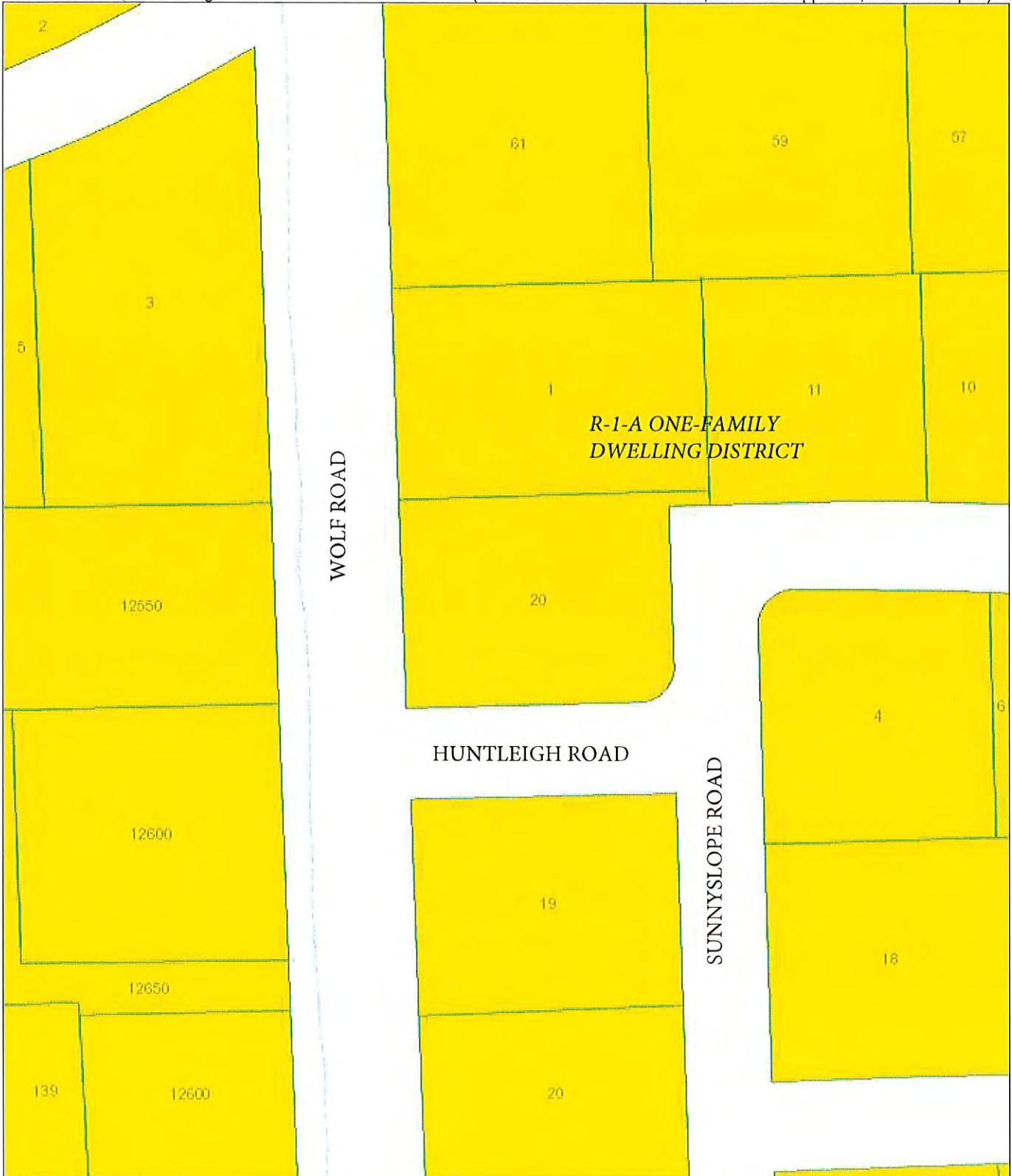
VILLAGE OF PALOS PARK

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

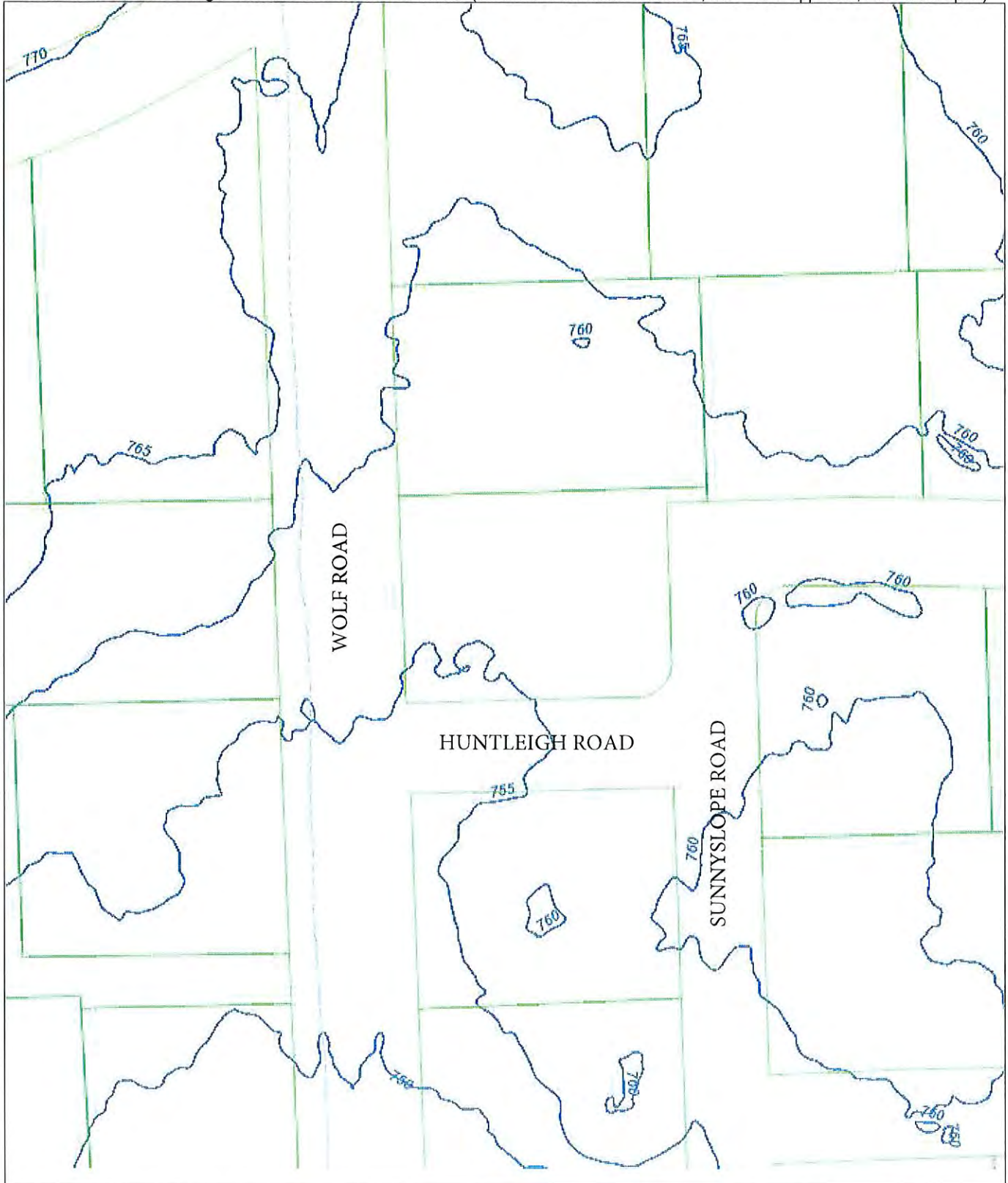


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Village of Palos Park GIS



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(708) 671-3700

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SCALE: 1" = 100'

Print Date: 10/30/2023







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 setback 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, IL 60464
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.

PLEASE EMAIL COMPLETE APPLICATION TO: permits@palospark.org

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?

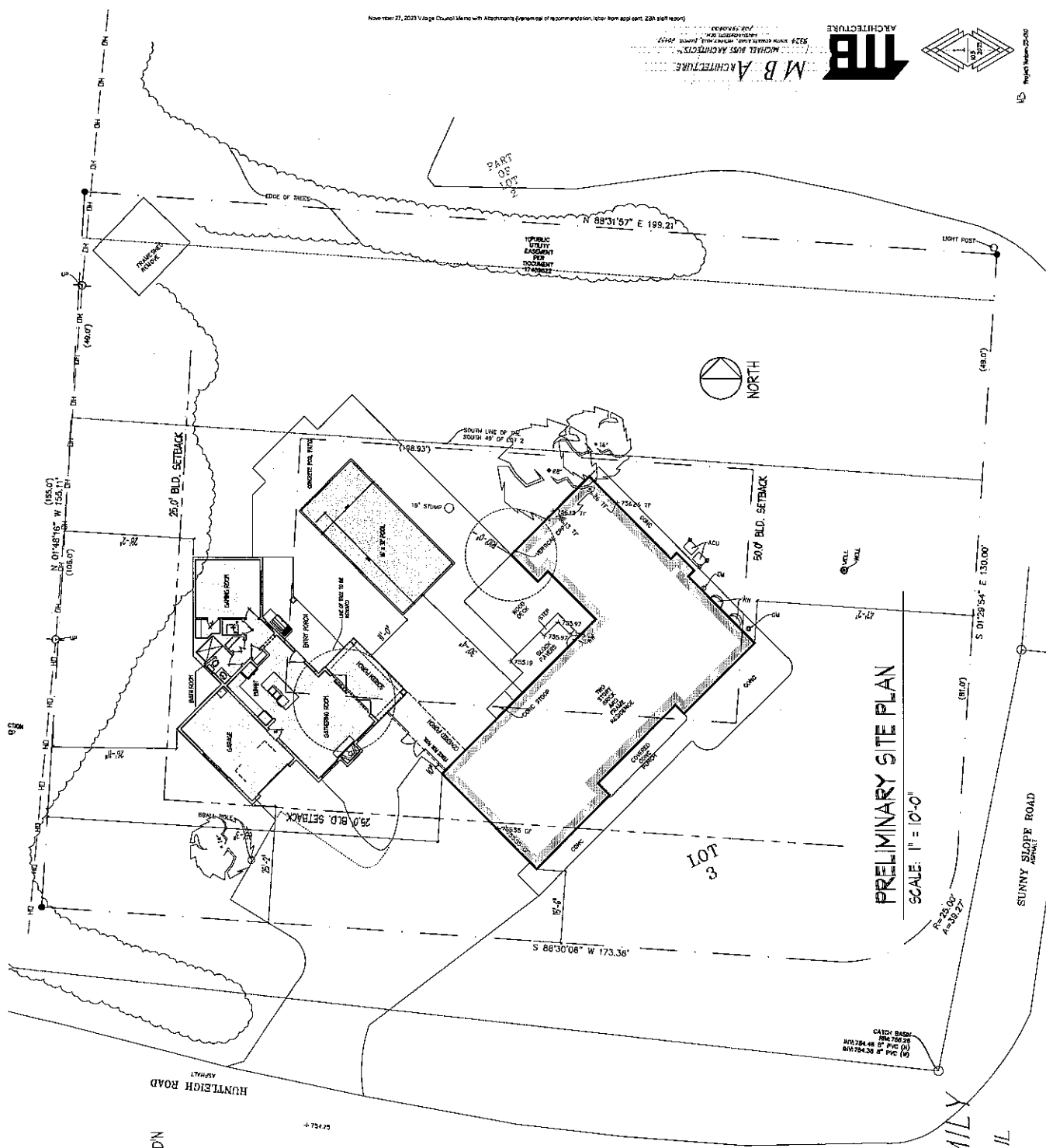
___YES_____

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_____



ZONING DISTRICT R-1-A
 LOT SIZE MINIMUM 49560.0 S.F.
 ACTUAL 30689.7 S.F.

YARDS	REQUIRED	ACTUAL	PROPOSED ADDN
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.

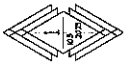
BUILDING HT ADDITION 25'-0 TO MEAN
 ACTUAL 22'-4

F.A.R. (1/3 ACRES TO ACRE = 22%) 30,689.7 X .22 = 6,751.7 S.F.
 ACTUAL 5018 S.F.

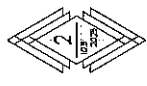
LOT COVERAGE 30689.7 x .2 = 6,137.94
 ACTUAL 4062

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

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

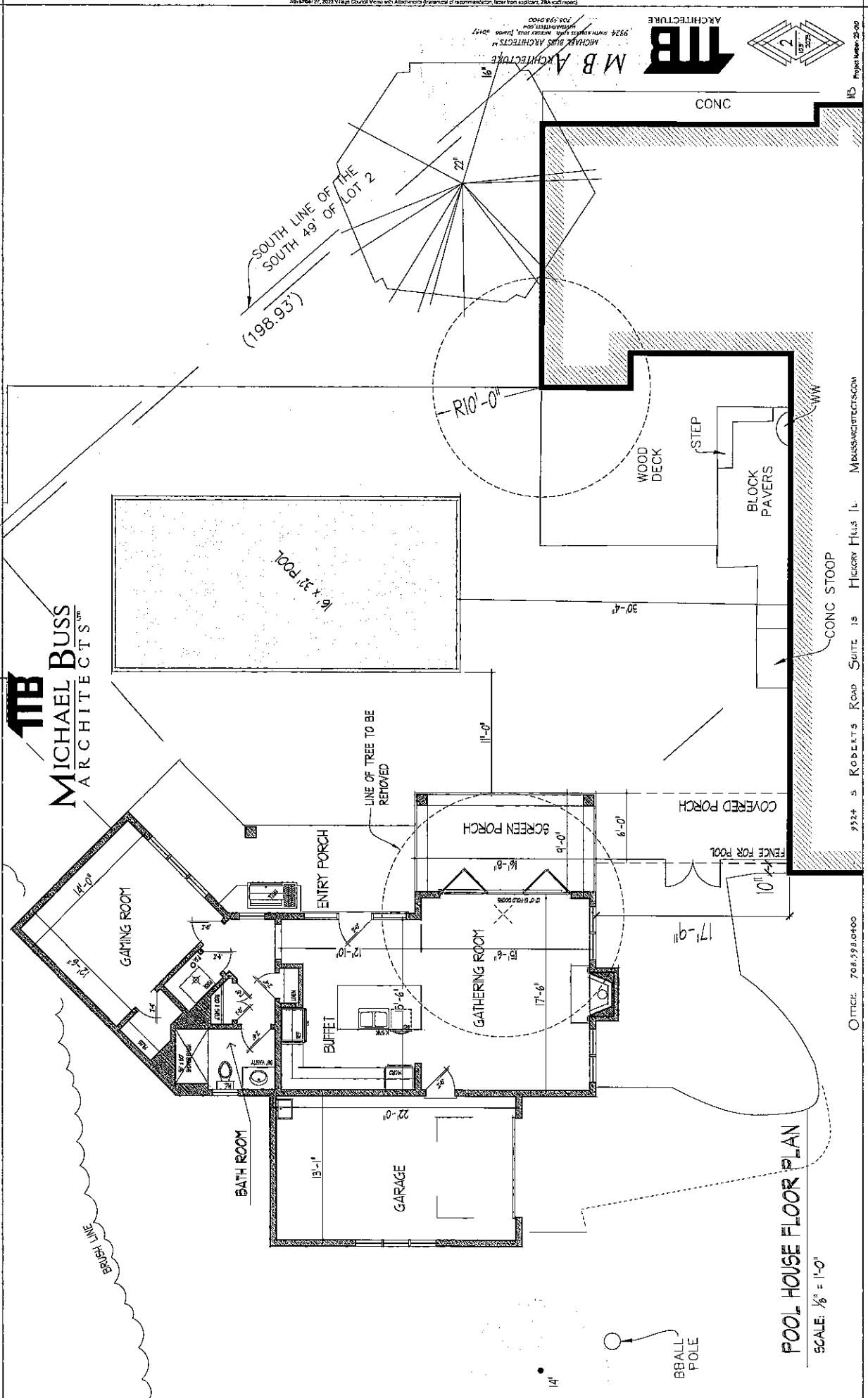


MB ARCHITECTURE
MICHAEL BUSS ARCHITECTS
9326 ROBERTS ROAD SUITE 101
HICKORY HILLS, MASSACHUSETTS 01907
781.598.0100



Project Name: 25-00

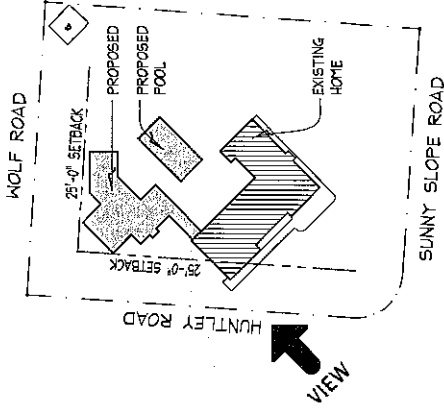
MB
MICHAEL BUSS
ARCHITECTS



SOUTH LINE OF THE SOUTH 49' OF LOT 2 (198.93')

932+ 5 ROBERTS ROAD SUITE 101 HICKORY HILLS MA 01907
MICHAEL BUSS ARCHITECTS

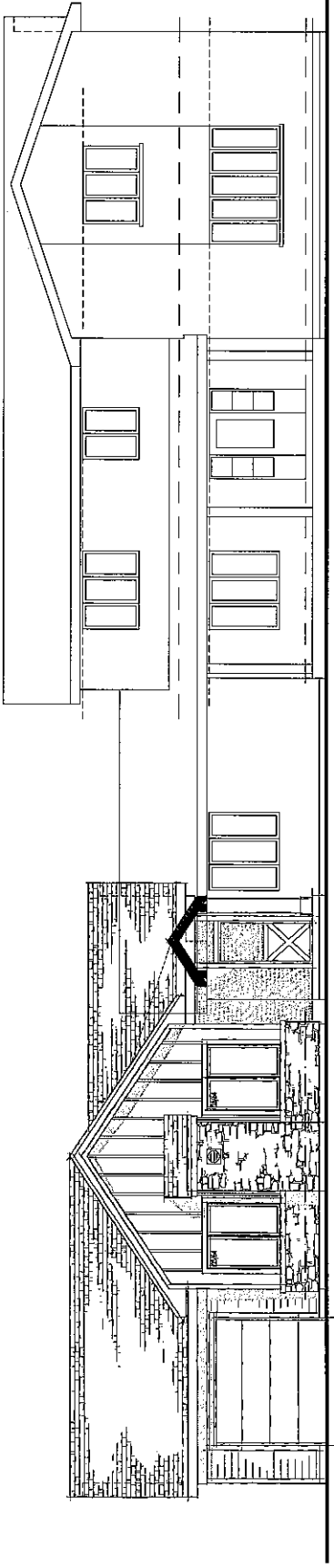
POOL HOUSE FLOOR PLAN
SCALE: 1/8" = 1'-0"



SITE PLAN LEGEND
 NO SCALE

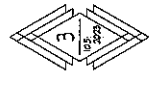


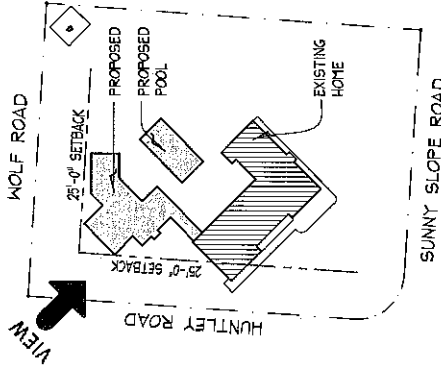
PROPOSED
 EXISTING HOME



POOL HOUSE ELEVATION

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

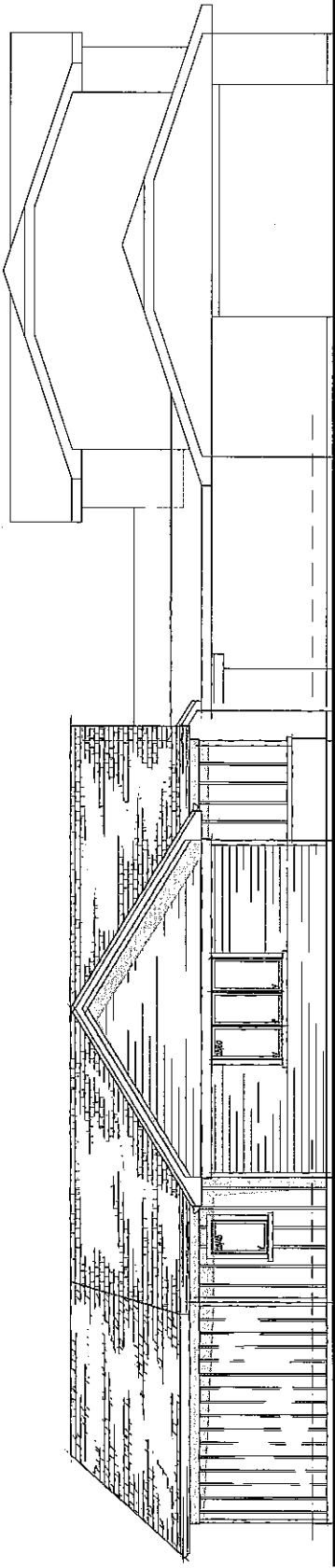




SITE PLAN LEGEND
 NO SCALE

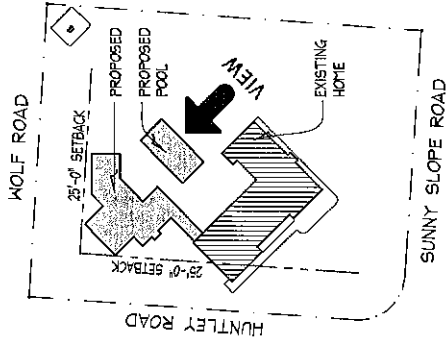


PROPOSED
 EXISTING HOME



POOL HOUSE ELEVATION

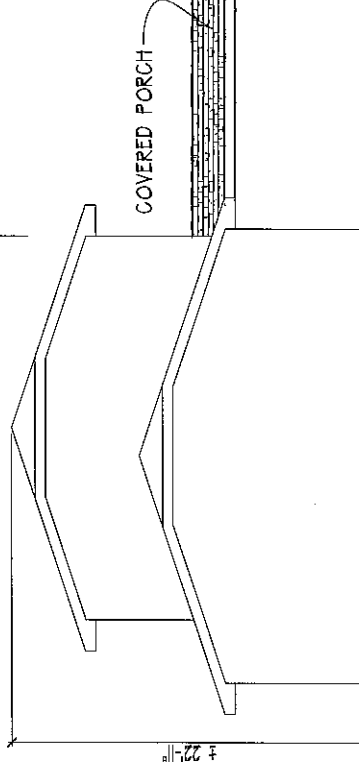
SCALE: 1/8" = 1'-0"



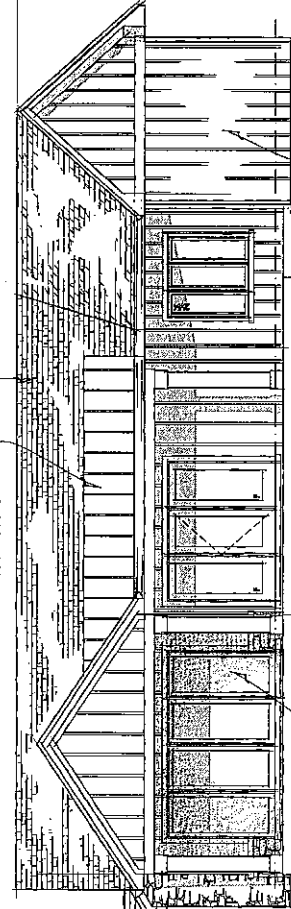
SITE PLAN LEGEND
 NO SCALE



EXISTING HOME
 PROPOSED

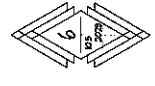


ASPHALT ROOF
 METAL ROOF



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

MB
MICHAEL BUSS ARCHITECTS
 ARCHITECTURE
 9324 S. ROBERTS ROAD, SUITE 105, HICKORY HILLS, IL 60141
 708.598.0400



15 Project: 1000-0000

OFFICE: 708.598.0400 . 9324 S. ROBERTS ROAD SUITE 105 HICKORY HILLS IL 60141 MBARCHITECTS.COM

PALOS PARK FLOOR AREA RATIO CALCULATION

November 27, 2023 Village Council Memo With Attachments (transmittal of recommendation, letter from applicant, ZBA staff report)

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.

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

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

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

() 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.

November 27, 2023 Village Council Memo with Attachments (transmittal of recommendation, letter from applicant, 75A staff report)

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 saccharinum	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

Condition

- Good
- Fair



**ENGINEERING
RESOURCE ASSOCIATES**

1 inch = 30 feet



Letters from neighboring property owners

November 27, 2023

TO: Village Council of Palos Park

From: Nancy Mattson

9 Old Timber Lane, Palos Park

Dear Council Members,

I am writing regarding the variance request ZBA CASE 2023-02, to permit the construction of an attached pool house and swimming pool at 20 Huntleigh Road in Palos Park, IL.

With due respect to my neighbors who are making this request, I have reservations concerning the variance. While I have great respect for the rights of owners to improve their properties, and indeed I do not object in principle to the construction of a pool and pool house, in practice, I fear such a structure would not be appropriate in this neighborhood.

A pool house does not fit the character of the Huntleigh Woods subdivision, considering the lots for each property here are approximately an acre. A pool house of the intended size—one which requires a variance to fit within the lot—strikes me as a structure more befitting a considerably larger parcel of land, such as some of the properties on Old Creek Road, which indeed do have pool houses. However, unlike those properties, a pool house crowded into a property in Huntleigh Woods has the potential to be a blight rather than add value to the overall character of the subdivision.

I am concerned, also, of the potential “slippery slope” of this variance. Allowing this variance sets a precedent that could lead to future variances that will unalterably affect the aesthetic that the land use rules of Palos Park were established to preserve. We are a village built within and surrounded by nature. Crowding the lots with more and more structures will degrade that experience and lower property values, eliminating the very character that makes Palos Park such a highly desirable village.

It is difficult to state these objections as I have great respect and affection for my neighbors, yet that is also the very reason that I do state these objections: to preserve the character of the neighborhood for future neighbors.

Thank you,



Nancy Mattson
9 Old Timber Lane
Palos Park IL 60464

Letters from neighboring property owners

November 27, 2023

2 pages

TO: Mr. Mark Herman
Palos Park Village Board

From: Alison Rush
12 Old Timber Lane, Palos Park

Below is a letter I would like to have read at the 11/27/2023 Village Board meeting where the following agenda item is being discussed:

. 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 and 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.

I am a neighbor within the Huntleigh Woods subdivision where the above property is located. I would like to provide my thoughts on why the Village Board should reject this request for variance.

- Zoning Regulations and Land Use rules exist for Palos Park to ensure that properties are used in a way that is consistent with the overall character and purpose of the area. I moved to this village because of how open and natural the area is and the beauty that exists with that open space. This particular variance would grossly go against the beauty of openness in this village. The request is not just asking for a couple feet variance, but asking for the village to reduce their zoning corner side yard setback requirement by almost half! Personally, I don't want to see this village turn into something that looks like a city setting where buildings are packed on property and open space is lost. This property simply doesn't have the room for the plans on the table.
- Setting of precedence: If this variance is approved, then the village would set a precedent for all other property owners within the village to do the same. This would substantially reduce property values within the village.
- This property variance would be an eyesore and visual distraction to the rest of the subdivision. All existing homes are set back with nice front and side yards. This variance would place a building super close to the road which doesn't fit with the rest of the subdivision and the village as a whole.

Letters from neighboring property owners

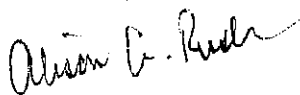
- The variance requested is not due to any type of hardship for the family. When these folks purchased the property a few years ago, they knew how the house was situated and the available room for any future improvements they were planning. If they wanted a pool and pool house, perhaps they should have looked for a larger lot which would accommodate such plans without going against zoning ordinances. If they were unaware of setback rules, that is on them for not doing their due diligence prior to purchase.
- I also have concerns as to the long-term use of the pool house in question. Perhaps today, it would be used as a pool house. What is to stop the family from then using the building down the road for rental to someone or for it to be used for Nanny quarters, etc. making it into a multi family property which I believe is not allowed in the village.
- This particular property already has water issues which spurred the prior owners to build a small berm/ditch across the front of the property to prevent water collecting in the basement. Adding another building to that property could cause even more water issues not just for their property, but for the surrounding properties.

Based on the above reasons, I want to provide my vote for denying this variance as a village resident, and I ask the Village Board to consider rejecting this variance.

Thank you for reading this letter at the 11/27/2023 Village Board meeting and taking my comments into consideration as you make your decision.

Sincerely,

Alison Rush



12 Old Timber Lane

Palos Park IL 60464

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: December 5, 2023
 Subject: Building Department Report for Council Meeting December 11, 2023

Why should a homeowner pay attention to ice or icicles hanging from their homes?
 Ice dams can cause serious damage to your roof. The re-frozen water along the roof edge creates an ice dam and melting snow running down the roof begins to back up underneath the roof covering. This water will soak the roof sheathing and leak into the attic unless there is a barrier above the sheathing. Check for water stains or moisture in the attic. Water stains and moisture may indicate that an ice dam has formed.

To help prevent ice dams:
 Keep attics well insulated and well ventilated
 When replacing a roof, make sure to install a water repellent barrier underneath the shingles. This acts as an extra layer of protection that helps prevent water from seeping inside the building.

PERMITS: The Building Department processed seven (7) permits November 21-December 5, 2023 resulting in \$1,620.00 in permit fees.

BUILDING PERMIT INSPECTIONS

Twelve (12) inspections were completed during this time.

ADDRESS	PERMIT TYPE	COST
BROOKSIDE HOA	REPAIR SEWER LINE	\$225.00
12500 S TIMBERLANE DRIVE	DRAINTILE	\$150.00
12600 83 RD AVENUE	HVAC	\$120.00
12512 S 90 TH AVENUE	ROOD	\$300.00
11914 S LAURIE	ROOF	\$225.00
29 LAUGHRY LANE	WINDOWS	\$150.00
12200 S 93 RD AVENUE	ROOF	\$450.00
	TOTAL	\$1,620.00
	PREVIOUS REPORT	\$125,939.07
	FISCAL YEAR TO DATE	\$127,559.07



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: December 11, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Professional Services Agreement with HR Green for plan review and inspection services.

BACKGROUND/HISTORY:

On January 8, 2018, the Village Council authorized staff to negotiate an agreement with HR Green to provide building plan review and inspection services. This agreement was renewed at the December 10, 2018, December 9, 2019, December 14, 2020, December 13, 2021, and December 12, 2022 Village Council meetings. The current agreement expires on December 31, 2023 and will need to be renewed to continue service. The proposed 2024 agreement mirrors the previous agreement, with exception to minor increases in fees to reflect HR Green's 2024 bill rates. A resolution has been prepared authorizing the execution of the agreement.

STAFF RECOMMENDATION:

Staff recommends approval.

RECOMMENDED MOTION:

I move to approve Resolution 2023-R-09 a "Resolution Approving and Authorizing the Execution of a Professional Services Agreement with H.R. Green, Inc. Relative To Building Plan Review and Inspection Services".

Attachments:

Resolution #2023-R-09

2024 Professional Services Agreement with HR Green

RESOLUTION NO. 2023 – R – 09

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT WITH H.R. GREEN, INC.
RELATIVE TO BUILDING PLAN REVIEW AND INSPECTION SERVICES**

WHEREAS the Village of Palos Park (the “Village”) has determined that it is in the public interest that the Village outsource some of its building and zoning plan review and inspection work; and

WHEREAS, the Village previously underwent a thorough search of competent firms to provide the necessary scope of services relative to this building and zoning plan review and inspection work; and

WHEREAS, the Village previously determined HR Green, Inc. to be the best suited firm to do the necessary work; and

WHEREAS, HR Green, Inc. has been satisfactorily performing the necessary work for the Village; and

WHEREAS, the Village desires to continue its relationship with HR Green for performance of this building plan review and inspection work; and

WHEREAS, the Village and HR Green, Inc. have reached a written common understanding of the terms of the work and cost to the Village in the form of agreement attached as Exhibit A to this Resolution; and

WHEREAS, the Village finds it in its best interests to authorize the Mayor, the Village Manager or a designee to sign the agreement attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Palos Park, Cook County, Illinois, that Nicole Milovich-Walters, Mayor of the Village of Palos Park, Richard Boehm, Village Manager of the Village of Palos Park and/or a

designee, are hereby each individually authorized to execute the professional services agreement with H.R. Green, Inc. relative to Building Plan Review and Inspection Services Agreement attached as Exhibit A on behalf of the Village of Palos Park.

ADOPTED this 11th day of December, 2023, pursuant to a roll call vote as follows:

AYES: -0-

NAYS: -0-

ABSENT: -0-

APPROVED by me this 11th day of December, 2023.

Nicole Milovich-Walters
Mayor

ATTEST:

Marie Arrigoni
Village Clerk



PROFESSIONAL SERVICES AGREEMENT

For

Village of Palos Park

Building Plan Review and Inspection Services

Mr. Richard Boehm
Village Manager
Village of Palos Park
8999 W. 123rd St.
Palos Park, IL. 60464
708-671-3700

Frank Urbina, NCARB, AIA, ALA, APA
Licensed Architect / Chief Building Official
HR Green, Inc.
323 Alana Dr.
New Lenox, IL 60451
815.385.1778

HR Green Project No.: 2302835

January 1, 2024

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- 2.0 SCOPE OF SERVICES**
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT**
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- 5.0 SERVICES BY OTHERS**
- 6.0 CLIENT RESPONSIBILITIES**
- 7.0 PROFESSIONAL SERVICES FEE**
- 8.0 TERMS AND CONDITIONS**

THIS AGREEMENT is between Village of Palos Park (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

Upon contract approval and notice-to-proceed, COMPANY will provide CLIENT with COMPANY staff to perform Building Plan Review and Inspection Services. COMPANY staff will report directly to the Village of Palos Park Village Hall as determined by CLIENT based on the following Options as listed and described below:

Basic Services:

Plan Reviews and Building Inspections (Residential, Commercial and Industrial) HR Green staff will be provided as needed by Client reporting to the Chief Building Inspector or to Village Staff as directed. An inspection schedule is to be sent to HR Green via email by 3:00 p.m. the day prior to inspections. The inspection schedule is to include address, contractor or permit applicant contact information, the type of inspection and timeframe of inspection for each inspection. The Client is to schedule inspections grouped together in sequence for efficiency to avoid gaps of time in between inspections.

To provide Plan Review Services at our HR Green office(s) as needed, plans are to be sent electronically as PDFs via email. HR Green will return a final complete set of plans to the client stamped "approved" or "approved as noted" or as requested by the client. Plan review letters will be provided to the Village for all plan reviews with applicable forms as determined by Client.

COMPANY staff will take direction from the Chief Building Inspector and/or assigned Village Staff and will adhere to the CLIENT'S scheduling, reporting, software usage, equipment standards, personnel assignments, training, and policy compliance.

COMPANY staff will be International Code Council (ICC) certified and/or State Licensed Professionals and will be experienced and knowledgeable in their specific field of service. COMPANY staff will work in compliance with the Village of Palos Park policies and adopted building codes, ordinances, and amendments. CLIENT will keep Company informed of changes or revisions to adopted building codes, ordinances, and amendments.

COMPANY will work and coordinate plan reviews and inspections with the Village's software system, if available. COMPANY will attend training on Village policies including, but not limited to software, procedures, and Village Code requirements as needed. All time required for COMPANY staff to be trained in CLIENT's new software and time required for scheduling and entering plan review and inspection results into CLIENT's software is to be billed hourly T&M per COMPANY Bill Rate Fee Schedule below.

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform Building Plan Reviews and Inspections for building projects within the Village of Palos Park as directed by CLIENT as listed above

including but not limited to, Residential, Remodeling, Additions, Multi-family, Commercial, Industrial, Mixed Use, etc.

- A. COMPANY will utilize a multi-disciplined team members assigned to the Village as required to perform complete technical Building Plan Reviews and Building Inspections, as requested by CLIENT, to include:
- Zoning
 - Site / Civil (including floodplain) as requested.
 - Building
 - Mechanical
 - Electrical
 - Plumbing
 - Energy
 - Accessibility
 - Means of Egress
 - Use and Occupancy
 - Building Height and Areas
 - Construction Type
- B. COMPANY staff will verify that construction documents (plans and specifications) and building inspections comply with adopted Building Codes, Village of Palos Park Zoning Codes and Municipal Ordinances and Amendments, and will review third party reports such as, but not limited to, Health Department Requirements, Soils and Geological Reports, Civil Engineering Grading Drawings and Surveys, Roof and Floor Engineered Truss Design Plans and Structural Design Plans.
- C. As directed by CLIENT, COMPANY staff will track plan review comments and inspections to verify that the applicants have addressed plan review and inspection comments in order to achieve Code and Ordinance compliance.
- D. COMPANY will provide a consistent roster of International Code Council (ICC) Certified Inspectors and State Licensed Professionals to perform plan reviews and building inspections as required by CLIENT. COMPANY plan reviewers and building inspectors will conduct plan reviews and inspections of all building disciplines to verify that plans and construction complies with approved plans, specifications, and all applicable codes and ordinances and amendments. As directed by CLIENT, COMPANY staff will provide on-site and off-site (via telephone and email) consultation to assist residents, business owners, developers, contractors and design professionals as required.
- E. COMPANY staff will provide plan reviews and inspection services during the Village's normal business hours or as directed by CLIENT and will include:
- Excellent customer service to the public as an extension of Village staff.

- On-site and off-site problem solving and working closely with property owners through occupancy as directed by CLIENT.
- Proficiently communicating with permit applicants to provide clear and concise direction as determined by CLIENT.
- Participate in reviews with fire, health, and other government agencies as required and directed by CLIENT.
- Incorporate, track and update plan reviews and inspection reports utilizing the Village's computer software system.

F. COMPANY will provide additional on-call staffing (Plan Reviewers and Building Inspectors) as requested by CLIENT to cover CLIENTS' building department personnel when they are on vacation, out of the office, or otherwise needed. Holiday periods can present additional coordination challenges for both the CLIENT and COMPANY. In order to ensure coverage and staff availability during these times, the COMPANY requests that whenever possible, the CLIENT communicates in advance as early as possible their needs for anticipated on-call staffing.

3.0 Deliverables and Schedules Included in this Agreement.

The initial contract term shall be from the date of award to December 31, 2024. The CLIENT shall have the right to renew the contract on an annual basis with all terms and conditions, other than price, remaining the same. COMPANY Bill Rates for renewal contracts are to be increased by 5% of the previous year's bill rates.

COMPANY shall begin performing the services on January 1, 2024, after notice to proceed from CLIENT.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement, but can be added at any time per task order or escrow account setup, or as T&M as directed by CLIENT:

- Landscape Architect / Arborist – HR Green staff
- Licensed Architect Services other than Building Plan Reviews
- Structural Engineering Plan Reviews and Structural Calculation Reviews-HR Green staff
- Surveying – HR Green staff
- Soil Testing – Not provided by HR Green (use sub-consultant)
- External Agency Reports
- Environmental – HR Green staff

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired and will be provided at COMPANY Standard Bill Rates.

5.0 Services by Others

Permit Coordinator / Administrative Assistant – Village Staff

6.0 Client Responsibilities

CLIENT is to provide COMPANY appointed staff with a copy of all Local Municipal Codes and Ordinances with Amendments including Historical District, Zoning and Subdivision and Sign requirements, standard permit, plan review and inspection forms and any other applicable forms or documents.

Pricing Index

BILL RATE FEE SCHEDULE – 2024 (As Applicable)

Task	Personnel	Bill Rate
Civil / Structural Engineering Reviews	Professional Engineer I / II	\$162 - \$225 per hour
Building Plan Reviews Residential and Commercial	Master Code Professional / Certified Building Official / Senior Building Plan Reviewer	\$162 per hour
Building, Mechanical and Electrical Inspections	Senior ICC Certified Building Inspector	\$110 per hour
Plumbing Inspections	IDPH Licensed & Certified Plumbing Inspector	\$118 per hour
Permit / Administrative	Permit Coordinator / Administrative Assistant	\$110 per hour
HR Green Vehicle	Mileage will be billed at the current IRS standard rate including mileage to and from HR Green Office and while completing inspection services within the Village limits.	0.655 Cents per mile

7.0 Professional Services Fee

7.1 Invoices

The fee for services will be based on the Basic Services as selected by CLIENT and according to COMPANY’s standard hourly rate fee schedule.

Invoices for COMPANY’s services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. The CLIENT agrees to pay in a timely manner following the terms of the “Illinois Local Government Prompt Payment Act, 50 ILCS 505”.

7.2 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.3 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.4 Payment

The CLIENT agrees to pay COMPANY according to the Basic Services as selected by the CLIENT.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT, or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois

8.13 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.14 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall

remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.15 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.16 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.17 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.18 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made

additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.19 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.20 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.21 Construction Observation Without Design

It is agreed that the professional services of COMPANY are limited to a review and observation of the work of the contractor to ascertain that such work is proceeding in general accordance with the contract documents and that such contract documents have not been prepared by the COMPANY. Unless otherwise stated, the CLIENT warrants that any documents provided to COMPANY by the CLIENT or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor consultant and that the CLIENT has the right to provide such documents to COMPANY free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including all payments, expenses or costs, arising from or alleged to have arisen from an error or omission in the plans, specifications or contract documents. COMPANY agrees to be responsible for its employees own negligent acts, errors or omissions in the performance of their professional services.

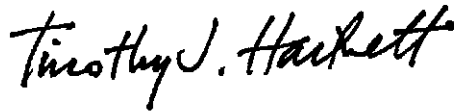
8.22 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



Approved by:
Printed/Typed
Name:

Timothy J. Hartnett - Principal

Vice President
Title: Governmental Services Date: 12/5/2023

Village of Palos Park

Accepted by:
Printed/Typed
Name:

Title: _____ Date: _____

POLICE DEPARTMENT ANNOUNCEMENTS – DECEMBER 11, 2023

**“Always have a willing hand to help someone, you might be the only one that does.”
– Roy Bennett**

Palos Park Police Commissioner Dan Polk realizes that public perception of police culture has been defined as a tipping point for tensions over the past few years, based on behavior of some in law enforcement. Commissioner Polk thinks it is imperative to emphasize a mission of service with a key responsibility to protect the vulnerable, as a profession to serve as a guardian.

Commissioner Polk noted by focusing on Sir Robert Peel's principles within the concepts of prevention and maintaining trust, approval, and cooperation with the public. When we create environments that are safe and secure and where people can thrive. One-by-one policing is a unique philosophy embraced by all members of the Palos Park Police Department. It is a complete lifestyle our members believe in. One that promotes compassion and a focus on evaluating how best we can serve each person individually.

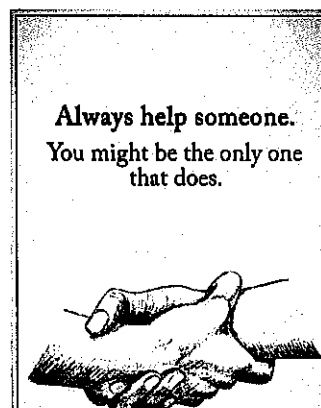
Police Chief Joe Miller said in 2024 Palos Park will formalize their commitment to “One-by-One Policing” which they have informally utilized for several years. This model is based on three principles:

- Serve people as individuals
- Create safe and secure environments
- Help people thrive

Providing safety and security is important to our community, but we are inspired to take our service to the community a step further. Many times, this involves helping people with problems or concerns that are not specifically related to crime yet are areas of concern related to quality of life.

It's one thing for leadership to embrace new ideas about policing and another to make them the common coin of police culture. It can be difficult, The Palos Park Police department, like all police agencies are a microcosm of the larger society. One-by-one policing is a unique way of leading and serving people that is central to our mission of providing a safe and secure community. This is our purpose, our cause, our belief. Although the Palos Park police department is responsible for serving the community as a whole, we approach this responsibility by focusing on individuals, thus serving people one-by-one. Palos Park Police officers understand each individual and their situation is unique.

Palos Park Police will enhance their focus on creating a safe and secure environment for our officers, so they are better equipped to serve the community. In order for our department to provide the best possible service to our community, we as must serve our employees individually to create an environment where department members feel safe, secure and can thrive. Trust is then earned and exists between the leadership team and the people out in the field providing the service on behalf of this organization.



Palos Park Police Cadet Food Drive 2023

Our Palos Park Police Cadets Annual Holiday Food Drive continues. We 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 located at 8999 W. 123rd Street. We started taking donations November 1st and will go through January 1st 2023. This is another way to give back to the community and help families that are in need.

All donations will go to the local Food Pantries that help families within the Palos area. To request a pick-up and more information please call (708)-671-3770. Please help this year's Food Drive be a successful one.

Palos Park Police Cadet Food Drive 2023- Food Drive drop off sites:

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

Palos Park police want all to get home safely this New Year's Eve

Palos Park police want all to get home safely this New Year's Eve, and we are offering a ride to those who might need a ride home after a night of celebrating and party events.

So before you get behind the wheel of your car after you have been drinking, prevent a potential disaster, and simply call them.

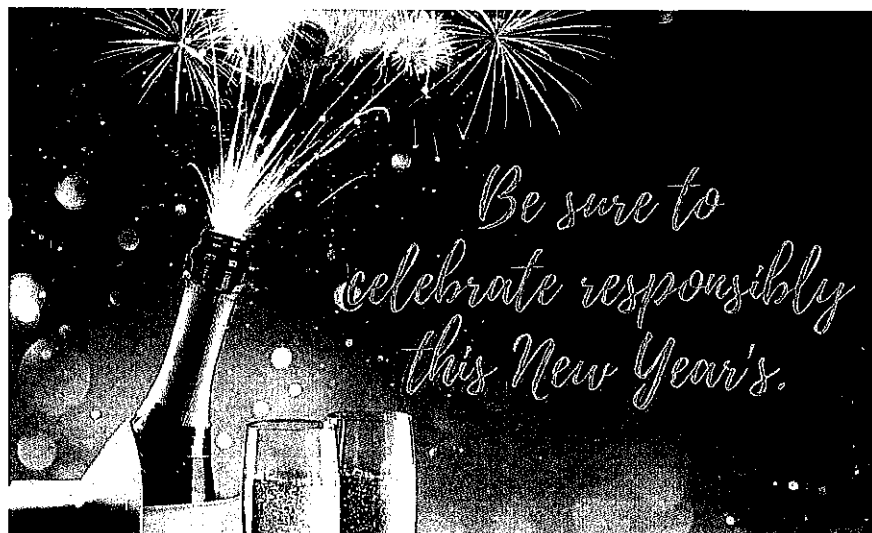
Palos Park Police Commissioner Dan Polk is reminding everyone in Palos Park that additional police officers will be out patrolling on New Year's Eve. So, if you are in Palos Park celebrating New Year's and have overindulged in holiday spirits, Palos Park Police want you to call them and they will make sure you find a safe way home.

Palos Park Police officers will ensure you get home safely, not to another drinking establishment or party. You can contact Palos Park Police at 448-2191 or call Chief Miller's cell directly 259-1035.

Make this a safe New Year's Eve for you and for everyone else on the road. Don't drink and drive

The concept is to encourage and take advantage of it," Miller said. "If someone is impaired and needs a ride, we would much rather have them call us than get behind the wheel and get into an accident."

Palos Park is also offering peace of mind to families who are leaving underage people at home. The department will send officers on patrol to check on the homes between 7 p.m. and 4 a.m.





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: December 11, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER

Adoption of the 2023 Tax Levy Ordinance.

BACKGROUND / HISTORY

The Tax Levy Ordinance is the Village's legal request to receive property taxes levied on parcels within its corporate boundaries. The current tax levy specifies the type and amount of property taxes the Village intends to receive in property tax revenues from the County's collection of tax payments next year. Concisely, the Village officially requests the tax levy and the County Clerk's Office "extends" it.

For your review, the Tax Levy Ordinance for 2023 is as follows:

<i>Village of Palos Park</i>	\$ 1,709,983
<i>Library</i>	\$ <u>557,150</u>
TOTAL TAX LEVY FOR 2023	\$ <u>2,267,133</u>

According to the Illinois Compiled Statutes' Property Tax Code (35 ILCS 200/18-18-195), non-home rule municipalities are subject to a property tax cap in the amount that it can increase the annual tax levy from the prior year. This is more commonly known as PTELL, or the Property Tax Extension Limit Law. According to PTELL, the Village is limited to an increase of 5% or the actual rate of inflation, whichever is less. For purposes of this 2023 tax levy, the annual increase limit has already been established at 5%. Cook County could also increase the Village's tax levy by the value of new property added into the Village through new construction, development, or annexation. Over the last ten years, new property added to the tax rolls has averaged \$620,746, or approximately 0.26% growth in overall equalized assessed value (EAV).

The tax levy proposed above in the amount of \$2,267,133, for both the Village and Palos Park Library, represents a proposed increase of 4.99%. Since PTELL has limited the growth to 5%, the Village will receive the entire 4.99% increase. As mentioned above, the Village could additionally see its tax levy grow by an additional 0.26% because of new property being added. The actual assessed value of new property for the 2023 levy is not known at this time, as this number is not certified by Cook County until the final tax levy is calculated by Cook County by the following summer. The Village should realize property tax growth of approximately 5.25% (4.99% + 0.26%) for the upcoming 2023 property tax levy year. The 2023 property tax levy will be collected by Cook County and subsequently remitted to the Village in calendar year 2024.

Included in the tax levy packet following the ordinance are the documents required by Cook County to be filed with the ordinance. These documents include: (a) the Certification of Tax Levy Ordinance; (b) Certification of Compliance with Truth in Taxation; and (c) the Tax Levy for 2023 that identifies the dollar amount of funds to be raised by the tax levy for each taxing purpose (General Corporate, Liability Insurance, Unemployment Insurance, Police Protection, Street & Bridge, Social Security, IMRF, Audit, and Library).

The proposed levy increase of 4.99% is estimated to impact a taxpayer by approximately \$10 for each \$100,000 in market value. For the current 2022 tax levy, the Village's tax levy makes up less than 7% of the typical taxpayer's overall property tax bill. A similar representation is expected for the 2023 tax levy.

Under the Truth in Taxation Law (35 ILCS 200/18), if the estimated levy does not exceed 105% of last year's final aggregate levy, a formal hearing with published legal notice in the newspaper is unnecessary. Therefore, the Village will not hold a public hearing on the tax levy, as the 4.99% tax increase is below the 105% extension cap.

STAFF RECOMMENDATION

State law dictates the timing and process that must be followed in the levy and collection of property taxes. The tax levy process requires adoption by Village Council and certification by the Mayor before filing can take place with the County Clerk, in accordance with requirements as outlined in 35 ILCS 200/18. The annual recording of the levy with the County Clerk must occur by the last Tuesday in December. As prepared, staff recommends adoption of the 2023 Tax Levy Ordinance.

RECOMMENDED MOTION

I move to approve ordinance 2023-25, titled "Tax Levy Ordinance Village of Palos Park".

DECEMBER 11, 2023

TAX LEVY ORDINANCE

VILLAGE OF PALOS PARK

ORDINANCE NO. 2023-25

AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF PALOS PARK, PALOS PARK, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024. BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF PALOS PARK, PALOS PARK, ILLINOIS:

SECTION 1: THAT THE AMOUNT OF **\$2,267,133** HEREINAFTER SET FORTH, OR SO MUCH THEREOF AS MAY BE AUTHORIZED BY LAW, AND THE SAME ARE HEREBY LEVIED UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE MUNICIPALITY AS THAT PROPERTY IS ASSESSED AND EQUALIZED FOR THE CURRENT YEAR, AND FOR SUCH PURPOSES AS: GENERAL CORPORATE, LIABILITY INSURANCE, UNEMPLOYMENT INSURANCE, POLICE PROTECTION, STREET & BRIDGE, SOCIAL SECURITY, IMRF, MUNICIPAL AUDIT, AND LIBRARY FOR THE VILLAGE OF PALOS PARK, PALOS PARK, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024.

SECTION 2: THAT THE AMOUNT LEVIED FOR EACH OBJECT AND PURPOSE IS PLACED IN A SEPARATE COLUMN UNDER THE HEADING "FUNDS TO BE RAISED BY TAX LEVY," WHICH APPEARS OVER SAME BEING AS FOLLOWS, TO-WIT: *(SEE ATTACHED SPREADSHEET)*

SECTION 3: THAT THE VILLAGE CLERK SHALL MAKE AND FILE WITH THE COUNTY CLERK OF SAID COUNTY OF COOK, ON OR BEFORE THE LAST TUESDAY IN DECEMBER, A DULY CERTIFIED COPY OF THIS ORDINANCE.

SECTION 4: THAT IF ANY SECTION, SUBDIVISION, OR SENTENCE OF THIS ORDINANCE SHALL FOR ANY REASON BE HELD INVALID OR UNCONSTITUTIONAL, SUCH DECISION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTION OF THIS ORDINANCE.

SECTION 5: THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AFTER ITS ADOPTION, AS PROVIDED BY LAW.

ADOPTED THIS 11TH DAY OF DECEMBER 2023. PURSUANT TO A ROLL CALL VOTE BY THE COUNCIL OF THE VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS.

AYES:

NAYS:

ABSENT:

APPROVED THIS 11 DAY OF DECEMBER, 2023.

NICOLE MILOVICH-WALTERS – MAYOR

ATTEST:

MARIE ARRIGONI – VILLAGE CLERK

ALLEN L. ALTIC – TREASURER

CERTIFICATION OF TAX LEVY ORDINANCE

VILLAGE OF PALOS PARK

THE UNDERSIGNED, DULY ADOPTED, QUALIFIED AND ACTING CLERK OF THE VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS, DOES HEREBY CERTIFY THAT THE ATTACHED HERETO IS A TRUE AND CORRECT COPY OF THE TAX LEVY ORDINANCE OF SAID VILLAGE FOR THE FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024, AS ADOPTED ON DECEMBER 11, 2023.

THIS CERTIFICATION IS MADE AND FILED PURSUANT TO THE REQUIREMENTS OF 35 ILCS 200/18-60. LEVY AND EXTENSION PROCESS AND ON BEHALF OF THE VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS. THIS CERTIFICATION MUST BE FILED BY THE LAST TUESDAY IN DECEMBER 2023.

DATED THIS 11TH DAY OF DECEMBER, 2023

MARIE ARRIGONI – VILLAGE CLERK

FILED THIS _____ DAY OF DECEMBER, 2023

KAREN A. YARBROUGH – COUNTY CLERK

**CERTIFICATION OF COMPLIANCE WITH
TRUTH IN TAXATION LAW**

I, NICOLE MILOVICH-WALTERS, the duly qualified and acting presiding officer of the VILLAGE OF PALOS PARK, Cook County, Illinois, do hereby certify that the 2023 Tax Levy of said VILLAGE was adopted in full compliance with the provisions of the Truth In Taxation Law, 35 ILCS 200/18-55 et seq.

IN WITNESS WHEREOF, I have placed my official signature this 11 day of December, 2023.

NICOLE MILOVICH-WALTERS, Mayor – Presiding
Officer of the Village of Palos Park

**CERTIFICATION OF COMPLIANCE WITH
TRUTH IN TAXATION LAW**

I, NICOLE MILOVICH-WALTERS, the duly qualified and acting presiding officer of the VILLAGE OF PALOS PARK, Cook County, Illinois, do hereby certify that the 2023 Tax Levy of said VILLAGE was adopted in full compliance with the provisions of the Truth In Taxation Law, 35 ILCS 200/18-55 et seq.

IN WITNESS WHEREOF, I have placed my official signature this 11 day of December, 2023.

NICOLE MILOVICH-WALTERS, Mayor – Presiding
Officer of the Village of Palos Park

TAX LEVY FOR 2023

THE TOTAL PROPERTY TAXES EXTENDED FOR TAX YEAR 2022:

*(Information received per the Office of the County Clerk's
Agency Tax Rate Report.)*

Village of Palos Park	\$	1,628,571
Library	\$	530,670
LEVY EXTENSION FOR 2022	\$	2,159,241

(Amount extended by Cook County Clerk)

**THE TAX LEVY FOR 2023 FOR THE VILLAGE OF PALOS PARK IS
AS FOLLOWS:**

Village of Palos Park	\$	1,709,983
Library	\$	557,150
REQUESTED TAX LEVY FOR 2023	\$	2,267,133

***The Village's requested 2023 tax levy (\$2,267,133) represents an increase of 4.99%
over the total property taxes extended in 2022 (\$2,159,241) or as follows:***

Village of Palos Park	\$	81,412
Library	\$	26,480
INCREASE IN THE TAX LEVY FOR 2021	\$	107,892

**VILLAGE OF PALOS PARK
TAX LEVY FOR YEAR 2023**

DESCRIPTION	FY2024 BUDGET	FUNDS TO BE REALIZED FROM OTHER SOURCES	FUNDS TO BE RAISED BY TAX LEVY
GENERAL FUND (FUND 01)			
ADMINISTRATION (DEPT 20)	535,835		
PUBLIC AFFAIRS (DEPT 21)	63,892		
BUILDING (DEPT 25)	595,850		
RECREATION (DEPT 26)	271,691		
PUBLIC GROUNDS (DEPT 27)	172,788		
CAPITAL EXPENDITURES (DEPT 28)	408,064		
FINANCE (DEPT 29)	280,463		
FESTIVALS (DEPT 32)	17,550		
VILLAGE PROPERTY (DEPT 30)	4,175		
DEBT OBLIGATIONS (DEPT 31)	2,000		
SUBTOTAL	2,352,309	1,694,922	657,386
SPECIAL LEVIES			
POLICE PROTECTION (DEPT 22)	2,182,374	1,875,531	306,843
POLICE PENSION	425,000	425,000	-
STREET AND BRIDGE	620,926	405,355	215,571
SOCIAL SECURITY / MEDICARE	253,475	28,893	224,582
ILLINOIS MUNICIPAL RETIREMENT FUND	148,968	(38,344)	187,312
MUNICIPAL AUDITING SERVICES	25,465	(543)	26,008
UNEMPLOYMENT INSURANCE	9,225	8,724	501
IRMA (Worker's Comp, Liab & Bond Insurance)	98,884	7,104	91,780
SUBTOTAL	3,764,317	2,711,720	1,052,597

DESCRIPTION	FY2024 BUDGET	FUNDS TO BE REALIZED FROM OTHER SOURCES	FUNDS TO BE RAISED BY TAX LEVY
GRAND TOTAL	6,116,625	4,406,642	1,709,983
OTHER FUNDS			
SPECIAL EVENTS (FUND 03)	61,425	61,425	-
LAND ACQUISITION AND RECREATION (FUND 10)	48,100	48,100	-
2022A Debt Service Fund (13)	210,674	210,674	-
EXACTION FEE (FUND 20)	-	-	-
1/2 % SALES TAX (FUND 23)	578,600	578,600	-
MFT (FUND 24)	125,500	125,500	-
Local Gas Tax Fund (Fund 25)	1,210,674	1,210,674	-
BEAUTIFICATION (FUND 26)	8,115	8,115	-
POLICE ASSET FORFEITURE (FUND 27)	-	-	-
CAPITAL PROJECTS (FUND 44)	-	-	-
REFUSE FUND (FUND 50)	429,052	429,052	-
SEWER (FUND 51)	647,183	647,183	-
WATER (FUND 52)	2,498,174	2,498,174	-
COMMUTER LOT (FUND 53)	26,748	26,748	-
MCCORD (FUND 54)	5,125	5,125	-
POLICE PENSION (FUND 84)	315,763	315,763	-
SUBTOTAL:	6,165,133	6,165,133	-
GRAND TOTAL:	12,281,758	10,571,774	1,709,983

**VILLAGE OF PALOS PARK - LIBRARY
TAX LEVY FOR YEAR 2023**

DESCRIPTION	FY2024 BUDGET	FUNDS TO BE REALIZED FROM OTHER SOURCES	FUNDS TO BE RAISED BY TAX LEVY
GENERAL FUND	\$656,000	\$98,850	\$557,150
SPECIAL LEVIES			
ILLINOIS MUNICIPAL RETIREMENT FUND	\$0.00	\$0.00	\$0.00
SOCIAL SECURITY / MEDICARE	\$0.00	\$0.00	\$0.00
UNEMPLOYMENT INSURANCE	\$0.00	\$0.00	\$0.00
IRMA (Worker's Comp, Liab & Bond Insurance)	\$0.00	\$0.00	\$0.00
AUDITING	\$0.00	\$0.00	\$0.00
GRAND TOTAL LIBRARY	\$656,000	\$98,850	\$557,150

GRAND TOTAL LIBRARY	\$ 656,000	\$ 98,850	\$ 557,150
GRAND TOTAL VILLAGE	\$ 12,281,758	\$ 10,571,774	\$ 1,709,983
TOTAL TAX LEVY - COMBINED VILLAGE AND LIBRARY			\$2,267,133

BUDGET AMOUNTS FOR SPECIAL LEVIES FOR FISCAL YEAR 2024

DEPT / FUND	IMRF	SOCIAL SECURITY / MEDICARE	UNEMPLOYMENT	POLICE PENSION	AUDITING SERVICES	IRMA	TOTAL	BUDGET FY2024	CORPORATE FUND AMOUNT
20 - Administration	23,009	22,743	950			9,880	56,582	592,417	535,835
21 - Public Affairs						941	941	64,833	63,892
22 - Police	21,641	123,061	4,400	425,000		38,581	612,683	2,795,057	2,182,374
24 - Public Works	24,643	25,305	1,925			10,351	62,224	683,150	620,926
25 - Building	18,394	17,897	550			5,175	42,016	637,866	595,850
26 - Recreation	11,926	13,786	1,100			7,528	34,340	306,031	271,691
27 - Public Grounds						2,823	2,823	175,611	172,788
28 - Capital Expend						-	-	408,064	408,064
29 - Finance	8,079	7,906	300		25,465	8,079	49,829	330,292	280,463
50 - Refuse								437,111	437,111
51 - Sewer	11,532	12,007	-			6,587	30,126	709,309	679,183
52 - Water	29,744	30,770	-			7,528	68,042	4,624,003	4,555,961
53 - Commuter Lot						1,411	1,411	28,968	27,557
Totals:	148,968	253,475	9,225	425,000	25,465	98,884	961,017	11,792,712	10,831,696

SPECIAL LEVIES

Police Protection	2,182,374
Police Pension	425,000
Street and Bridge	620,926
Social Security / Medicare	253,475
IMRF	148,968
Municipal Auditing	25,465
Unemployment Insurance	9,225
IRMA	98,884
SUBTOTAL	3,764,317

GENERAL FUND

Administration	535,835
Public Affairs	63,892
Building	595,850
Recreation	271,691
Public Grounds	172,788
Capital Expend	408,064
Finance	280,463
Festivals	17,550
Village Property	4,175
Dept 30 Sluis	2,000
Dept 31 Debt	2,000
SUBTOTAL	2,352,309



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: December 11, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Approve a Water Easement Agreement with ComEd to install the 16" water transmission main across its transmission corridor west of Bell Road.

BACKGROUND/HISTORY:

After negotiations, the Village's consultant Baxter & Woodman received the ComEd easement agreement to allow The Village's proposed 16" transmission main to cross the ComEd high line along 123rd Street, west of Bell Road. Attached is the easement document which has been reviewed by the Village property attorney. The cost for the easement is \$3,000.00.

The water main project is now out for bids. The bids are due on January 10, 2024. Based on the proposed schedule submitted by Baxter & Woodman, work would begin in the spring and be completed by late summer 2024.

STAFF RECOMMENDATION:

Staff recommends approving the proposed Water Easement Agreement.

RECOMMENDED MOTION:

I move to approve the proposed Water Easement Agreement with ComEd for the water main crossing of its property along 123rd Street, west of Bell Road.

This Document was Prepared by:
When Recorded, Return to:
John Mishevski
Three Lincoln Centre 4th FL
Oakbrook Terrace IL 60181

DRAFT

WATER EASEMENT AGREEMENT

THIS Water Easement Agreement (“Easement”) is made as of this ___ day of _____, _____, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantor”), with a mailing address of Three Lincoln Centre, 4th FL, Oakbrook Terrace Illinois 60181, and THE VILLAGE OF PALOS PARK, 8999 West 123rd Street, Palos Park, Illinois 60464 (“Grantee”).

RECITALS:

A. Grantor is the owner of a parcel of land in Palos Park Illinois, County of Cook and State of Illinois, commonly known as Powerton Crawford right of way, described in Exhibit A attached hereto and made a part hereof (“Grantor’s Property”).

B. Grantor utilizes Grantor’s Property for Grantor’s own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor’s equipment and facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across Grantor’s Property (collectively, “Grantor’s Operations”).

C. Grantee desires to install a sixteen-inch (16”) water line along a center line across Grantor’s Property in the location shown on the diagram attached hereto as Exhibit B (for the purposes of this Easement, the “Easement Premises” shall be a strip of land legally described as Exhibit B).

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and lawful consideration, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the following purposes and for no other purpose whatsoever: construction, maintenance and use of a sixteen - inch (16”) water line in substantial conformity with the engineering plan sheets 4 & 5 of 17, prepared by BAXTER & WOODMAN CONSULTANTS, 8430 West Bryn Mawr Ave, Suite 400, Chicago IL 60631, dated 1/4/2023 and known as VILLAGE OF PALOS PARK, ILLINOIS MCCARTHY ROAD WATER TRANSMISSION MAIN, attached hereto as Exhibit C and made a part hereof (hereinafter referred to as the “Facilities”).

2. Grantee’s Use. The following general conditions shall apply to Grantee’s use of the Easement Premises:

(a) Grantee shall procure and maintain at its own expense, prior to entry upon Grantor’s Property hereunder, all licenses, consents, permits, authorizations and other approvals required from any federal,

state or local governmental authority in connection with the construction, placement, use and operation of the Easement Premises and the Facilities, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee's operations thereon. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor's Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion.

(b) In the event any aspect of Grantee's construction, placement, maintenance, repair, use or operation of the Easement Premises and the Facilities at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of the Facilities from Grantor's Property if required, within the lesser of (i) thirty (30) days from Grantee's notice of such violation or (ii) the period of time required by law for the correction of such violation.

(c) Grantee's use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor's Operations.

(d) This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions affecting the Easement Premises (whether recorded or unrecorded).

(e) Grantee's obligations and liabilities to Grantor under this Easement with respect to the Easement Premises and the Facilities and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the construction or installation of the Facilities, and Grantee shall be and remain liable to Grantor for the installation and operation of the Facilities in accordance with the terms and conditions of this Easement, notwithstanding Grantee's failure or refusal to accept delivery of or title to such facilities from any such third parties.

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

3. Term. The term of this Easement shall be perpetual, unless sooner terminated in accordance with the provisions of this Easement, and shall commence as of the date first hereinabove written.

4. Fees. In partial consideration of this Easement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee, which amount shall be due and payable to Grantor, prior to Grantor's execution of this Easement.

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee for damage to the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

(b) Grantor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, so long as there is no material adverse impact on Grantee's rights in and use of the Easement Premises pursuant to the terms of this Easement. In the event of a violation of this Paragraph 5(b), Grantee's sole and exclusive remedy against Grantor shall be seeking an injunction preventing such third party from creating such material adverse impact on Grantee's rights as aforesaid.

6. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of the Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within ten (10) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Easement Premises and the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such ten (10) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Easement Premises and/or the Facilities, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than sixty (60) days after the date of such election. In the event Grantee elects to reimburse Grantor for the additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

(b) Grantee agrees that, within thirty (30) days after the termination of this Easement for any reason, Grantee shall, at its sole cost and expense and only if directed to do so by Grantor in Grantor's sole discretion, remove all of the Facilities from Grantor's Property and restore and repair Grantor's Property to the condition existing prior to the installation of the Facilities. In the event Grantee fails to so remove the Facilities and restore and repair Grantor's Property, Grantor may elect to do so at Grantee's sole cost and expense, and, in such event, Grantor may dispose of the Facilities without any duty to account to Grantee therefor. Grantee shall pay all costs and expenses incurred by Grantor in removing the Facilities, including any storage costs, and any costs incurred by Grantor in restoring and repairing Grantor's Property. Any facilities and equipment that Grantee fails to remove from Grantor's Property within thirty (30) days after the termination of this Easement shall be conclusively deemed to have been abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor.

7. Condition of Grantor's Property. Grantee has examined the Easement Premises and knows its condition. Grantee hereby accepts the condition of the Easement Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations as to the condition, repair or compliance thereof with any laws, and no agreements to make any alterations, repairs or improvements in or about the

Easement Premises have been made by or on behalf of Grantor. By accepting possession of the Easement Premises, Grantee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Easement Premises.

8. Conditions Governing Construction, Repair, Maintenance and Other Work.

(a) All work performed by Grantee pursuant to this Easement, including without limitation all work related to the installation, alteration, maintenance (excluding only routine maintenance), repair, relocation, replacement or removal of the Easement and the Facilities, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein. Grantor shall have the right (but not the obligation) to supervise Grantee's performance of any such work at the Easement Premises (or any component thereof) and, in the event that Grantor so elects, Grantee shall reimburse Grantor for any and all costs of such supervision, together with a charge for Grantor's overhead, as determined by Grantor.

(b) Prior to the performance of any work, Grantee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authorities and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 11 hereof.

(c) Except for emergency repairs affecting the health and safety of the public, Grantee shall provide Grantor with not less than thirty (30) days advance notice of any work (including routine maintenance) so that Grantor may take such protective actions as Grantor deems necessary to ensure the safety and reliability of Grantor's facilities in the area of Grantee's proposed work. Grantee shall postpone the commencement of its work until such time as Grantor has completed any and all such protective work. Any cost and expense of such protective work shall be borne by Grantee and paid by Grantee within thirty (30) days after receipt of a bill therefor.

(d) Grantee hereby agrees that, in the event that Grantee (or any employee, agent, representative, contractor, licensee, invitee or guest of Grantee) performs any grading, leveling, digging or other work of any kind on the Grantor's Property (to the extent expressly permitted under the terms of this Easement) and damages any improvements, fixtures, facilities, equipment, or other property located (now or in the future) at Grantor's Property, then Grantee will either (at Grantor's sole election), (x) promptly cause any such improvements, fixtures, facilities, equipment or other property to be repaired and restored to the same or better condition as the same were in immediately prior to such damage or destruction, or (y) promptly pay Grantor the amount which Grantor estimates (as set forth in a written notice from Grantor to Grantee) will cover the cost and expense of repairing and restoring such damage or destruction. Prior to performing any such grading, leveling, digging or excavation work on the Easement Premises (which work shall be subject to Grantor's prior written approval), Grantee will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Easement Premises are located in the City of Chicago, or in the event the Easement Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction where the Easement Premises are located, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Easement Premises.

(e) Except for emergency repairs affecting the health and safety of the public, which emergency repairs should be called in within the first 8-hours of entering Grantor's Property and confirmed by Grantor, Grantee shall (in addition to the notice required under subparagraph (c) above) notify Grantor's

at telephone number (800)Edison1, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (including routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval. In the event Grantee is required to perform any emergency repair work affecting the health and safety of the public, Grantee shall notify Grantor in writing of such repair work within forty-eight (48) hours after the performance of such repairs.

(f) Grantee hereby acknowledges that the Easement Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Easement Premises. Grantee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Easement Premises, and provide the proper protection required by such persons or entities, in connection with Grantee's use and occupancy of the Easement Premises. Grantee further agrees to furnish Grantor copies of the correspondence between the any such persons or entities and Grantee. Grantee agrees that this requirement shall apply to any installations currently located on, above or below the Easement Premises and any and all future installations on, above or below the Easement Premises.

(g) Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Easement, (ii) the performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's facilities or threatens to interfere with Grantor's Operations, and Grantor shall incur no liability for any additional cost or expense incurred by Grantee or any third parties in connection with such work stoppage.

(h) All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities. Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of the Easement Premises and the Facilities to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide waivers of liens from each contractor and such other evidence of lien-free completion of the work as Landlord may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition preceding the commencement of such work.

(i) Grantee shall promptly notify Grantor of any damage caused to Grantor's facilities arising out of or related to the performance of such work, including without limitation damage to crops, fences, pasture land or livestock, landscaping and the like and Grantee will reimburse Grantor on demand for the cost of any such repairs and other expenses incurred by Grantor as a result of such damage. The formula described in Section 15(b) shall be used to determine the amount due Grantor as reimbursement for the cost of such repairs. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Easement Premises without Grantor's prior written consent.

(j) There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to the Easement Premises and/or the Facilities and Grantee at its cost shall repair and replace all drainage tiles damaged or destroyed during the performance of such work.

(k) The following additional specific requirements shall apply to the performance of the work related to the Easement Premises and/or the Facilities:

(i) Grantee agrees that the Facilities will be installed in strict conformity with the plans attached hereto as Exhibit C.

(ii) Should any proposed changes to the Easement Premises and/or the Facilities be required, either before or after installation, Grantee, or its successors, shall first submit such changes to Grantor, in the form of revised plans for Grantor's review and approval.

(iii) Where the Facilities cross Grantor's fiber optic cable (TBON), Grantor may require that split plastic duct shall be installed and secured around Grantor's underground fiber optic cables in order to protect the fiber optic cable from any damage during any backfilling operation, all of which shall be performed at Grantee's sole cost and expense.

(v) Grantee agrees, upon completion of the installation of the Facilities, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over the Easement Premises so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased (vi) Grantee agrees that all of Grantor's Property as affected by the construction of the Facilities shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are either tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration requirements shall take precedence. Grantee shall manage the re-seeding process until a firm grass growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

(vii) Grantee covenants and agrees that, in the event that Grantee installs (or is required (by Grantor or otherwise) to install) any fencing and/or gates in connection with Grantee's work at the Easement Premises (or its use or occupancy of the Easement Premises), Grantee will install, maintain and operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Grantor may deliver to Grantee from time to time.

(viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in Subsection 8(a) above), Grantor may require that barricades ("Barricades") be installed on the Easement Premises in order to protect Grantor's Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor's sole option): (i) by Grantee, at Grantee's sole cost and expense, in a manner satisfactory to Grantor, or (ii) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor's reasonable estimate of the cost of such installation of the Barricades.

9. Covenants of Grantee. Grantee hereby covenants and agrees as follows (which covenants shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation, use or operation of the Easement

Premises and/or the Facilities on Grantor's Property and, at Grantor's request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause the Easement Premises and the Facilities to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor's Property in connection with the Easement Premises and/or the Facilities or Grantee's use or occupancy of Grantor's Property. In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have right (but not the obligation) after thirty (30) days' written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to Grantor. In the event Grantor elects to perform such repair and maintenance, the amount due Grantor from Grantee as reimbursement shall be determined using the formula described in Section 15(b) hereof.

(b) Grantee shall install the Facilities and use and occupy the Easement Premises in a manner that avoids any interference with Grantor's Operations. Within fifteen (15) days after Grantor's demand therefor, Grantee shall reimburse Grantor for all costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor's equipment or facilities or costs arising from electrical outages, caused by the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.

(c) Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Easement Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Grantee that Grantor shall have no duty to investigate the validity thereof), and Grantee shall promptly upon notice thereof reimburse Grantor for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee's use and occupancy of the Easement Premises.

(d) In addition to, and not in lieu of, the other payments which Grantee is required to make under this Easement, Grantee shall pay the following amounts to Grantor in respect of real estate taxes and assessments, in each case no later than thirty (30) days after Grantor's written demand therefor:

(i) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Grantee at the Easement Premises for all periods during which this Easement is in effect, plus

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

For purposes of this Easement real estate taxes or assessments “for” or “with respect to” any particular period (or portion thereof) shall mean the real estate taxes or assessments which accrue with respect to such period, irrespective of the fact that such taxes or assessments may be due and payable within a different period.

[TO BE USED IF GRANTEE IS A MUNICIPALITY OR OTHER TAX EXEMPT ENTITY:

Grantee hereby covenants and agrees that Grantee shall, no later than the “Tax Exemption Date” (as hereinafter defined), at Grantee’s sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Easement Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable law. In the event that Grantee is successful in obtaining any such real estate tax exemption for the Easement Premises, then Grantee shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Easement is in effect (and Grantee shall execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Grantee is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Easement Premises, then Grantee shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Grantor so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term “Tax Exemption Date” shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Easement, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Easement is executed and delivered.]

(e) Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceases to use the Easement Premises and/or the Facilities and shall provide Grantor with a properly executed release of this Easement.

10. General Indemnity. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor and Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the “Indemnified Parties”) from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys’ fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, “Losses”), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, “Claims”), arising out of, resulting from, relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (“Grantee Parties”) at, on or about Grantor’s Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workman’s compensation law or under any plan for employee’s disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

11. Waiver. Any entry onto Grantor’s Property by Grantee Parties shall be at such parties’ sole risk, and Grantor makes (and has heretofore made) no representations or warranties of any kind

whatsoever regarding Grantor's Property or the condition of Grantor's Property (including, without limitation, the environmental condition thereof). To the fullest extent permitted under applicable law, each of Grantee Parties hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by such Grantee Parties in connection with any entry onto Grantor's Property pursuant to this Easement. This Section will survive termination of this Easement.

12. Insurance. Grantee agrees to require its contractors, before commencing any work on the Easement Premises to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Grantor as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, –and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (04 13)) covering all contractors, subcontractors and all their subcontractors with limits not less than Five Million dollars (\$5,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$5,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Grantee may substitute lower limits for any of the policies listed above, provided that Grantee maintains an umbrella or excess liability policy or

policies which provide a total minimum limit of \$5,000,000.00 per occurrence for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If any work on the Easement Premises involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Grantee and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Leased Premises. Coverage shall be maintained in an amount of at least two million dollars (\$2,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Grantor shall be included as an additional insured and the policy shall be primary with respect to Grantor as the additional insured.

There shall be furnished to Grantor, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph and shall be delivered to Grantor upon written request. Insurance coverage as required herein shall be kept in force until all work has been completed. Grantee will provide proof the coverages afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Exelon.

Grantee shall provide evidence of the required insurance coverage under Coverage #2 and #3, which shall be delivered to Grantor upon execution of this document. The insurance under Coverage #2 and #3 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Grantee may, at its discretion, obtain.

Insurance coverage provided by Grantee and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Grantor for Grantor's own negligence, (ii) limits the duty to defend Grantor under the policy, (iii) provides coverage to Grantor only if Grantee or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Grantor
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and

- (3) Provide for a waiver of all rights of subrogation which Grantee's, or its Contractors' insurance carrier might exercise against Grantor; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Grantor hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Grantee and/or its contractors.

WAIVER OF SUBROGATION

Grantee and its contractors shall waive all rights of subrogation against Grantor under those policies procured in accordance with this Easement.

13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of Grantee Parties, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Easement Premises. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied, assessed or asserted by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "Hazardous Substances" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) If there are wetlands on the Easement Premises, or if wetlands should develop on the Easement Premises during the term of this Easement, Grantee shall strictly comply with and observe all applicable Environmental Laws. At Grantor's request, Grantee, at its cost, shall furnish Grantor with a survey of the Easement Premises delineating any wetland areas located on the Easement Premises. Under no circumstances shall Grantee change the physical characteristics of any wetland areas located on the Easement Premises or any adjoining land or place any fill material on any portion of the Easement Premises or adjoining land, without in each instance obtaining Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Substances affecting the Easement Premises.

(d) This Section shall survive the expiration or other termination of the Easement.

14. Defaults. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Easement:

(a) Grantee shall fail to pay when due any amount payable to Grantee hereunder and such failure continues for a period of ten (10) days after notice thereof from Grantor; or

(b) Grantee shall breach or violate any of its duties or obligations set forth in Section 9(c) or Section 12 of this Easement; or

(c) Grantee shall at any time be in default in any other covenants and conditions of this Easement to be kept, observed and performed by Grantee and such default continue for more than thirty (30) days (or such shorter time period as may specifically set forth in this Easement) after notice from Grantor; or

(d) A receiver, assignee or trustee shall be appointed for Grantee or if the Grantee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Grantee; or

(e) Grant shall fail to complete construction of the Facilities on or before ___ months after the date of this Easement or shall fail to operate or maintain the Facilities for a period of twelve (12) consecutive months.

15. Remedies. Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) terminate this Easement and all rights and privileges of Grantee under this Easement by written notice to Grantee; or

(b) take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the rate of nine (9%) percent and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefor; or

(c) any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder. Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in enforcing Grantee's obligations under this Easement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Easement shall not constitute a waiver of any breach or violation of the terms or conditions of this Easement.

16. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantor:

Commonwealth Edison Company
Three Lincoln Centre
Oakbrook Terrace, Illinois 60181
Attn: Director of Real Estate Services

with a copy to:

Exelon Business Services Company
Law Department
P.O. Box 805379
Chicago, Illinois 60680-5379
Attn: Assistant General Counsel – Real Estate

If to Grantee:

THE VILLAGE OF PALOS PARK
8999 West 123rd Street
Palos Park, Illinois 60464
Attn: _____

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

17. No Assignment by Grantee. This Easement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns and the owners of Grantor's Property, from time to time; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Easement or under this Easement without the prior written consent of Grantor, which consent may be granted or withheld by Grantor in its sole and exclusive discretion. Any attempt by Grantee to assign all or any portion of its interest hereunder in violation of the foregoing shall be void and

of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns), and the owners of Grantor's Property, from time to time. For purposes of this Easement, any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Grantee shall constitute an assignment of this Easement, and shall be subject to the terms and provisions of this Section 17. For purposes hereof, a "controlling" interest in Grantee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Grantee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Grantee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

18. Entire Agreement. This Easement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

19. Transfer by Grantor. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Easement, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.

20. No Oral Change. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

21. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

22. Governing Law, Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

23. Time is of the Essence. Time is of the essence of each and every provision of this Easement.

24. Severability. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Easement. In the event any provision of this Easement is held to be invalid,

illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Easement to its original intent and effect.

25. No Reinstatement. No receipt of money by Grantor from Grantee, after the expiration or termination of this Easement shall renew, reinstate, continue or extend the term of this Easement.

26. Non-Affiliated. By signing this Easement, Grantee affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, and their respective parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

27. Counterparts. This Easement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

28. No Assessment. By signing this Easement Grantee agrees that Grantor or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvements.

29. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

30. Illinois Commerce Commission Approval. Grantor and Grantee acknowledge that Grantor is a public utility regulated by the Illinois Commerce Commission ("Commission") and other governmental authorities, and this Easement and the obligations of the parties hereto are subject to all legal requirements applicable to Grantor as a public utility. Although it is not expected that the Commission's or other governmental authority's approval will be required for this Easement, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authority's approval of this Easement, under any circumstances in which such approval is required. It is further agreed and understood that this Easement may be terminated by Grantor immediately at any time in the event that Grantor is required to do so by the Commission or some other governmental authority.

31. Labor Relations. Neither Grantee nor any of Grantee's authorized agents shall, at any time, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Easement Premises, or permit any materials to be delivered to or used in the Easement Premises, if, in Grantor's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of Grantor's Property (or any other property) by Grantor, Grantee or others, or the use and enjoyment of Grantor's Property by Grantor or other lessees or occupants of Grantor's Property. In the event of such interference or conflict, upon Grantor's request, Grantee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave Grantor's Property immediately.

32. Independent System Operator. In the event responsibility for management or operation of all or any portion of Grantor's electrical transmission facilities located in or on the Grantor's Property is transferred or assigned by Grantor to an independent system operator ("ISO") or another third party, then Grantee agrees to recognize the right of such ISO or third party to exercise all or any part of Grantor's rights under this instrument.

33. Additional Requirements. The Grantee shall adhere to all the additional requirements listed as Exhibit D.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

COMMONWEALTH EDISON COMPANY

By: _____
Wanda Anderson

Senior Manager of Real Estate and Facilities

THE VILLAGE OF PALOS PARK

By: _____

Name: _____

Title: _____

SCHEDULE OF EXHIBITS

- A Legal description of Grantor's Property
- B Easement Premises
- C Plans
- D Additional Requirements

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Wanda Anderson, personally known to me to be the Senior Manager of Real Estate and Facilities of COMMONWEALTH EDISON COMPANY, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Senior Manager, she signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2023.

Notary Public

Commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered such instrument pursuant to authority given by the _____ of such _____, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2023.

Notary Public

Commission expires: _____

EXHIBIT A TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

**THE WEST TWO HUNDRED FIFTY (250) FEET OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, COOK COUNTY ILLINOIS**

EXHIBIT B TO EASEMENT AGREEMENT

EASEMENT PREMISES

THE NORTH 15 FEET OF THE SOUTH 48 FEET OF THE WEST 250 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT C TO EASEMENT AGREEMENT

PLANS

EXHIBIT D TO EASEMENT AGREEMENT

ADDITIONAL REQUIREMENTS

Environmental

Grantee is responsible for all costs associated with any of the noted requirements (consulting, permitting, clean-up, sampling, audit, etc.).

1. Easement Requirements

1. The property may be used for the stated purpose only of the installation of a 16-inch DIP water transmission main as submitted in the plans entitled *VILLAGE OF PALOS PARK, ILLINOIS MCCARTHY ROAD WATER TRANSMISSION MAIN*, dated 05/17/2023. **Any plan revisions must be submitted to GRANTOR for review and approval.**
2. No hazardous materials, including petroleum products, may be stored, used, or transferred on Grantor property.
3. In the event of a leak/spill on Grantor property, Grantee must notify Grantor within 24 hours and provide a written report within 5 business days.
4. The Grantee will be held responsible for future maintenance of the sanitary sewer. Grantor anticipates that any leaks, spills, overflow, or similar will be addressed by the Grantee at their expense, including any adverse impacts to the surrounding Grantor ROW.
5. Grantee shall provide a Google Earth KMZ file of the newly installed 16-inch DIP water transmission main.

Construction Project Requirements

6. All construction equipment must be free of leaks and any leaks of oils or chemicals that occur must be cleaned up and reported to the appropriate agencies as needed.
7. All applicable regulations must be followed including implementation of the provided Storm Water Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control (SESC) Plan to minimize sediment pollution in storm water runoff as well as any other required practices. If the plan changes, a revision must be sent to Grantor.
8. Long-term equipment and construction material staging is not permitted on Grantor property.
9. The Grantee is not permitted to change the grading of the property without prior authorization from Grantor. This includes activities of adding gravel or other fill-in activities to the surface of Grantor property.
10. In the event that drain tiles are damaged, the Grantee shall repair or replace, as appropriate, the damaged drain tiles and accept responsibility for any adverse drainage issues and related damages that may arise. An as-built drain tile survey shall be provided for any drain tiles encountered during construction.
11. Daily equipment inspections must be conducted to verify proper working condition before equipment use on Grantor property. Written records of equipment inspections must be available to Grantor upon request.
12. A spill kit of appropriate size must be present and accessible at all times during construction activities on Grantor property.

2. Excavation, Spoils and Materials

13. If the project requires removal of soil or waste from Grantor property, this must be removed by a Grantor ECOC and taken to a Grantor approved landfill. Clean construction or demolition debris (CCDD) disposal is not permitted.
14. Hydrovac spoils are not permitted to be reused on Grantor property and must be disposed in accordance with the above requirement.
15. Grading of excess soil is not permitted on Grantor property.
16. If the project requires additional soil and gravel, only certified "clean" fill shall be used. The source of the clean fill must be approved by Grantor. For approval, the following conditions must be met.
 - A. A certificate of virgin material must be obtained from the source of any aggregate material.
 - B. Soils must be certified clean by the source and/or analyzed every 500 cubic yards for total concentrations of the comprehensive suite of parameters listed in Title 35 Illinois Administrative Code (35 IAC) Part 740, Site Remediation Program (SRP) Appendix A, Target Compound List (TCL), and verified to meet the Illinois Environmental Protection Agency's (IEPA's) Clean Construction or Demolition Debris Fill Operations and Uncontaminated Soil Fill Operations standards (35 IAC Part 1100), Maximum Allowable Concentrations (MACs).
17. Stratification of soil horizons is required for all excavation and backfilling activities.
18. All soil and dewatering activities must be managed in accordance with the Illinois Urban Manual guidelines.
19. No construction debris or spoils may be stored on Grantor property post-construction.
20. Environmental sampling is not permitted on Grantor property without approval and guidance from Grantor. Any environmental sampling must be conducted by a Grantor Environmental Contractor of Choice.

3. Environmental Regulations and Permits

21. All applicable environmental permits must be obtained, including those for wetlands and NPDES stormwater permits, as required under the Clean Water Act as well as any other applicable environmental permits.
22. The Grantee must submit copies of all required environmental permits and plans to Grantor prior to project start, including permits from the Illinois Department of Transportation (IDOT), U.S. Environmental Protection Agency (EPA), Metropolitan Water Reclamation District of Greater Chicago (MWRD), and Cook County as applicable.
23. Grantee must follow all applicable environmental laws and regulations including those not specifically mentioned herein.
24. Requirements of all permits must be followed which could include site monitoring, reporting, and restoration extending well beyond the construction time period.

4. Wetlands Requirements

25. Grantee must follow all federal, state, and local wetlands requirements, including United States Army Corps of Engineers and Cook County regulations and guidelines, as applicable.

5. Condition of Property

26. Grantee must provide documentation of current property conditions before improvements are started (e.g. Phase I, topographic maps, surveys, photographs).
27. Any damage to ComEd's property caused by the Grantee will be repaired at the Grantee's expense.
28. Grantee must provide full restoration of the site to the original condition when the project is complete including seeding as necessary.
29. Grantee must provide documentation (including photographs) that the property is returned to its original condition after completion of the project and restoration.

Should Grantor request additional information in the future, Grantee must be prepared to provide the following materials to Grantor (please reference SR 5338145 in any communications with ComEd):

30. A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g. wetlands delineations and permits, SWPPP, SESC, endangered species impacts).
31. A copy of the environmental permit applications for the project.
32. A copy of any environmental reports required by the permits.
33. Copies of certificates of clean fill.
34. Inspection records.

Transmission

1. A Grantor individual will be provided as a single point of contact during the duration of the construction period. Please contact Tina Kowalczyk 1+224-244-1826 a minimum of 48 hours prior to the start and upon completion of the project.
2. The Grantee is advised that venting of any pipe contents is not permitted under the existing Grantor overhead transmission facilities.
3. The Grantee is advised that no blowoff valves may be installed on Grantor property.
4. Subsurface utility installations and excavations shall be a minimum of fifteen (15) feet away from any transmission structure.
5. No material or equipment should enter into the above mentioned fifteen (15) foot buffer area around each structure.
6. The Grantee and/or its contractor are advised that if heavy snow, rains and/or a large amount of water enters the excavation site and/or pooling occurs within the excavation site, The Grantee and/or its contractor must immediately backfill the excavation area and the Overhead Transmission engineering department must be contacted for further instructions.
7. The Grantee's equipment cannot exceed fourteen (14) feet in height on the Grantor Transmission ROW during mobilization or travel.
8. The Grantee and/or its contractor must place barriers if the excavated area must remain open overnight. Also, The Grantee and/or its contractor cannot leave construction equipment and materials on Grantor Property when there is no work activity.
9. The Grantee and/or its contractor cannot place obstructions on Grantor property that will restrict our ability to access, operate and maintain existing and future transmission and distribution facilities.
10. The Grantee and/or its contractor cannot change grade on the subject

property and must ensure that the existing drainage is not affected, water does not pool on Grantor property or adjacent properties, and ensure safety clearances are not violated.

11. The Grantee and/or its contractor may not place excavated spoil within the 15-foot restriction zone at any time. Spoil piles must be no taller than 5'. Under no circumstances may any vehicle drive on top of spoils.
12. The Petitioner's facilities on ComEd's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand Grantor construction traffic.
13. The Grantee is responsible for its own research and implementation, if necessary, of cathodic protection and grounding of the proposed facilities.
14. When working in the vicinity of ComEd's electric transmission lines during the installation, Grantor requires a minimum of twenty (20) feet working clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment utilized by the contractor and ComEd's existing 345,000 volt electric transmission conductors. **Under no circumstances, should truck beds be raised underneath Grantor transmission lines. This note should be added to any construction drawings.**
15. Any damage to Grantor's equipment caused by The Grantee and/or its contractor will be repaired at the Grantee's expense.
16. If the Grantee and/or its contractor determines a line outage will be required to safely work within the vicinity of the existing Overhead Transmission facilities a minimum of a 16-week prior notification will be required. The outage dates cannot be guaranteed due to system concerns and/or weather conditions. However, every effort will be made to accommodate the contractors need date. Outages on the overhead transmission facilities will not be permitted between the months of May 15 and September 15.
17. The Grantee must be made aware that the Company does use heavy equipment and cannot be responsible for any damage to the Petitioner's facilities that may occur due to the Company's right to access our property to operate and maintain new and existing transmission and distribution facilities.
18. Upon completion of The Grantee's project, the Grantee must remove any equipment, construction debris and material from the right-of-way and restore any other disturbed areas of the right-of-way to their pre-construction condition.

Fiber

A joint walk-down should be scheduled prior to construction between Adesta (G4S) Technology and the construction contractor by contacting Andrew Tate (331-264-3123) at Adesta (G4S) Technology to determine if the cable requires protection or needs to be relocated.



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: December 11, 2023

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Illinois Department of Commerce and Economic Opportunity (DCEO) Grant Agreement No. 22-203539

BACKGROUND/HISTORY:

A sum of \$150,000 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 the replacement of roadway along 90th Avenue from 121st Street to the south terminus south of Forest Glen Boulevard. The project includes grinding and repaving using approximately 1" bituminous binder and approximately 2" of bituminous surface, installing new stone shoulders, and the replacement of driveways as needed to meet the pavement grade.

Application for this legislated grant was made in the summer of 2022; the State has now sent the Grant Agreement for execution by the Village. This project will be bid on separately, but at the same time as the Village's 2024 road pavement replacement program. The 2024 road pavement replacement program will be the third and final year using the road bond proceeds.

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; Grant Agreement No. 22-203539

RECOMMENDED MOTION:

I Move to Approve the Execution of a Grant Agreement No. 22-203539 between The State of Illinois, Department of Commerce and Economic Opportunity, and the Village of Palos Park



**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

By: _____
Signature of Authorized Representative

Date: _____

Date: _____

By: _____
Signature of Designee

Printed Name: ~~Rick Boehm~~ NICOLE MILOVICH-WALTRES

Printed Title: Village Manager MAJOR

Date: _____

Email: ~~rboehm@palospark.org~~ NMILOVICH-WALTRES@PALOS PARK.ORG

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

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 **\$150,000.00**, 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 420-00-1758 and the CSFA Name is Site Improvements. If applicable, the State Award Identification Number (SAIN) is 1758-44764.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **XKRGZ9E74SC9** 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 ILCS 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.

Funds from this Grant will be utilized for all costs, including any that are prior incurred, associated with the replacement of roadway along 90th avenue in the Village of Palos Park. The Grantee-owned corporate bounded areas for the roadway replacement are along 90th Avenue from 121st Street to the south terminus south of Forest Glen Boulevard. The project includes grinding and repaving using approximately 1" of bituminous binder and approximately 2" of bituminous surface, installing new stone shoulders, and the replacement of driveways as needed to meet the new pavement grade. The project will restore the level of service to users and eliminate safety issues with pavement in poor condition.

Specifically, Grant funds will cover all costs associated with the project as follows:

- **Paving/Concrete/Masonry** – to include costs associated with the purchase and installation of bituminous binder, bituminous surface, stone for shoulders, and traffic control and all other related materials.
- **Excavation/Site Prep/Demo** – to include costs associated with grinding off existing surface to prepare street for paving.

The completion of this project will benefit the public by providing a pavement free of hazardous poor conditions and allowing drivers, bikers, and walkers to be able to use the street safely.

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: Rick Boehm
Title: Village Manager
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:

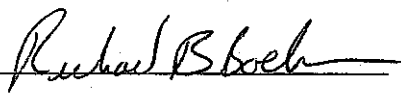
GRANTEE CONTACT

Name: Michael Sibrava
Title: Public Works Director / Village
Engineer
Address: 8999 W 123RD ST
Palos Park, IL 60464-1756
Phone: 708-671-3720
TTY#: N/A
Email: msibrava@palospark.org
Address:

GRANTEE DESIGNEES

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

Authorized Designee: RICHARD B. BOEHM
 Authorized Designee Title: VILLAGE MANAGER
 Authorized Designee Phone: 708-671-3700
 Authorized Designee Email: RBOEHM@PalosPark.org

Authorized Designee Signature: 

Authorized Signatory Approval: _____ X

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.

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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	_____	_____
_____ Illinois Dept. of Natural Resources	_____	_____
_____ Illinois Environmental Protection Agency	_____	_____
<u>X</u> 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: CSFA Number: Grant Number: 22-203539

CSFA Description:

Section A: State of Illinois Funds

	<u>Summary</u>	<u>Detail</u>
Revenues		
State of Illinois Grant Amount Requested	\$150,000.00	
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	\$150,000.00	
1219 PAVING/CONCRETE/MASONRY		\$125,000.00
1225 EXCAVATION/SITE PREP/DEMO		\$25,000.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$150,000.00	\$150,000.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$150,000.00	\$150,000.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

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

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

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

Select ONLY One:

- 1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4) For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - complies with other statutory policies.
- 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: 22-203539

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

Institution/Organization:	<u>VILLAGE OF PALOS PARK</u>	Institution/Organization:	<u>VILLAGE OF PALOS PARK</u>
Signature:	_____	Signature:	_____
Printed Name:	<u>NICOLE MILANICH-WALTERS</u>	Printed Name:	<u>ALLEN ACTIC</u>
Title:	<u>MAYOR</u>	Title:	<u>TREASURER</u>
Phone:	<u>708-671-3700</u>	Phone:	<u>708-671-3700</u>
Date:	<u>12-11-2023</u>	Date:	<u>12-11-2023</u>

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