

Village of East Dundee
PRESIDENT AND BOARD OF TRUSTEES
Regular Village Board Meeting
Monday, February 15, 2021
6:00 PM

This meeting will be conducted via teleconference call by authorization of Gov. Pritzker waiving a portion of the IL Open Meetings act to allow local governments to hold "remote" meetings to help control the spread of COVID-19

Zoom Meeting Link: <https://us02web.zoom.us/j/88133000462>

Meeting ID: **881 3300 0462**

Passcode: **647521**

If you need to download Zoom, use this link and download "Zoom Client for Meetings": <https://zoom.us/download>

Computer Audio Only

Click on the "Join Audio Conference by Computer" link when you join the meeting.

To join by **PHONE ONLY**, use the following dial in number and Meeting ID.

Dial: **312-626-6799**

Meeting ID: **881 3300 0462**

Passcode: **647521**

Please....

Mute Your Microphone.

Zoom has a "Mute Microphone" option. Please keep your microphone muted to cut down on feedback. Unmute to speak.

IF BY PHONE ONLY, press *6 to mute/unmute

Raise your Hand.

A hand icon will appear beside your username and lets the meeting's managers know you have a question, input, or otherwise need some attention when possible. Click on the icon labeled "Participants" at the bottom of your screen. Click the button labeled "Raise Hand".

IF BY PHONE ONLY, press *9 to raise hand

Refrain from the group chat feature.



Village of East Dundee
PRESIDENT AND BOARD OF TRUSTEES
Regular Meeting
Monday, February 15, 2021
6:00 PM

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment on Agenda Items Only
Please keep comments to 5 minutes or less
5. Consent Agenda
 - a. [Motion to Approve the Regular Village Board Meeting Minutes Dated February 1, 2021](#)
 - b. [Motion to Approve an Ordinance Authorizing Abatement of the Tax Levy for General Obligation Bond 2012A, General Obligation Bond 2012B, 2012 TIF Revenue Bonds \(Route 25 TIF\) and General Obligation 2015 and General Obligation 2016 for the Village of East Dundee, Kane and Cook Counties, Illinois](#)
 - c. [Motion to Approve a Resolution for Construction on State Highways](#)
 - d. [Motion to Approve A Resolution Approving an Intergovernmental Agreement between the State of Illinois, Illinois Department of Transportation and the Village of East Dundee for the Route 72 and Christina Drive EDP Grant](#)
6. Other Agenda Items
7. Financial Reports
 - a. [Warrants List \\$181,598.16](#)
8. Village President and Board Reports
9. Staff Reports
10. Public Comment on Non-Agenda Items
Please keep comments to 5 minutes or less and relevant to Village Business

11. Executive Session

Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel, (c)(5) Acquisition of Property and (c)(6) Sale of Property.

12. Adjournment

CALL TO ORDER

President Miller calls to order the Village of East Dundee Regular Village Board Meeting at 6:00 p.m.

ROLL CALL:

Trustees Lynam, Selep, Wood, Mahony, Andresen, Kunze and President Miller.

Also in attendance, Administrator Jennifer Johnsen, Assistant Administrator Brad Mitchell, Village Attorney Greg Smith, Police Chief George Carpenter, Finance Director Brandiss Martin, Public Works Director Phil Cotter, Building Inspector Chris Ranieri, Engineer Joe Heinz, Management Analyst Amanda Rafter and Clerk Katherine Diehl.

PLEDGE OF ALLEGIANCE: None

PUBLIC COMMENT (Agenda items only): None

CONSENT AGENDA: None

AGENDA:

A. Motion to Approve the Regular Village Board Meeting Minutes Dated January 18, 2021

Motion to Approve the Regular Village Board Meeting Minutes Dated January 18, 2021 by Mahony/Andresen.

Roll: Ayes – 6 – Trustees Lynam, Wood, Selep, Mahony, Andresen and Kunze. Nays – 0. Absent – 0. Motion carries.

B. Motion to Approve an Ordinance Granting Temporary Relief from Liquor License and Video Gaming Establishment and Terminal License Fees Under the Village of East Dundee Village Code for DC Cobbs East Dundee

Motion to Approve an Ordinance Granting Temporary Relief from Liquor License and Video Gaming Establishment and Terminal License Fees Under the Village of East Dundee Village Code for DC Cobbs East Dundee by Kunze/Mahony.

Discussion:

Administrator Johnsen explained that the Village Code allows for a proration of fees and because DC Cobb is looking to acquire their liquor license before March 31st, they would pay 50% for their annual license fee. She stated that the established liquor license holders were granted a 3-month fee relief this past renewal year due to COVID-19. She finds the proposed fee waiver to be closely in line with the COVID-19 relief provided to the other license holders. She said this is a special circumstance and noted that the owners have built out this business during this pandemic and are intending to open. She added that this owner and tenant build out has not received any incentive from the Village.

Roll: Ayes – 6 – Trustees Lynam, Wood, Selep, Mahony, Andresen and Kunze. Nays – 0. Absent – 0. Motion carries.

C. Motion to Approve an Ordinance Extending Waivers of Certain Water and Sewer Service Late Fees and Shutoff Requirements in Chapters 51 and 53 of the Village of East Dundee Village Code Through April 30, 2021

Motion to Approve an Ordinance Extending Waivers of Certain Water and Sewer Service Late Fees and Shutoff Requirements in Chapters 51 and 53 of the Village of East Dundee Village Code Through April 30, 2021 by Mahony/Andresen.

Discussion:

Trustee Lynam asked if the waivers are solely due to COVID-19. Administrator Johnsen advised that this is correct, and this is an extension of a prior ordinance that expired on December 31, 2020. Trustee Kunze stated that he does not understand why water would be shut off for those that are not more than several months behind. He asked if not shutting the water off causes the Village to not get paid. Administrator Johnsen explained that if there were no penalties involved, over time, a resident may not pay their bill. She stated that the Village provides a long cycle of notice for nonpayment which includes offering payment plans.

Roll: Ayes – 6 – Trustees Lynam, Wood, Selep, Mahony, Andresen and Kunze. Nays – 0. Absent – 0.
Motion carries.

FINANCIAL REPORTS:

A. Warrants List \$76,893.69

REPORTS: VILLAGE PRESIDENT and BOARD

Village President Miller: None

Lynam: None

Selep: Reported that the loose soffits around the pumps at the Mobile Gas Station located at Routes 68 and 72 looks unsafe. He also noted that he has witnessed, on a couple occasions, groups of teenagers frequenting the establishment. Building Inspector Ranieri said he will go look at the soffits tomorrow. Administrator Johnsen asked Police Chief Carpenter to follow up with the owner on their business operations.

Wood: Reported that considering the amount of snow fall on Saturday, Public Works did a great job clearing the roads.

Mahony: Reported that East Dundee is being recognized on a couple of social media sites for its leadership of keeping the streets clear of snow. Mahony mentioned that she noticed a dumpster outside of the vacant Community Funeral Home on Route 25 and asked if the Village was aware of any new ownership or construction happening. Inspector Ranieri advised that no permits have been applied for and that he would pay a visit there tomorrow. Lastly, she asked if there was a follow up at this time on the Bonnie Dundee truck route matter. Administrator Johnsen advised that she would make it a goal to bring information back at the next Board meeting to discuss.

Andresen: None

Kunze: Reported that he received calls from a couple of businesses located near the municipal lot on Route 72 asking how long to expect to wait for the lot to be plowed. Public Works Director Cotter advised that that lot is typically plowed during the normal routine operations. He stated that the streets are plowed first and the lot is plowed thereafter. Administrator Johnsen asked Trustee Kunze to connect the business owner with Director Cotter so that they can discuss the operations and any concerns.

REPORTS: STAFF

Village Administrator: Johnsen reported that restaurants are now open at 25% capacity or 25 patrons. She advised that some Police and Public Work employees are now getting the Covid-19 vaccination. She said that staff vaccinations are being tracked internally to determine if modifications can be made to the village staffing operations in any way. Lastly, she advised that the Budget Workshop is being scheduled for March 15.

Assistant Village Administrator: None

Village Attorney: None

Village Engineer: None

Police Chief: Carpenter reported that any day now, the department will have a warrant for the shooter of the January 11 incident. He says there will be a news release once the offender is in custody.

Public Works Director: None

Building Official: Ranieri reported that DC Cobb is very close to getting final inspections. He anticipates the opening to be sometime in March.

Finance Director: None

PUBLIC COMMENT (Items not on the Agenda): None

Chris Kious - Kane County Board Member District 23 and President of the Forest Preserve

District of Kane County

Mr. Kious advised that CARES Act Allocation Committee met last week. He said a list should be available at the County of the businesses that have received funding and of those approved but that have not yet received funding. The Committee has also applied for and received \$15 million in federal grant assistance for low-income rentals and small “mom and pop” landlords. Lastly, he reported that the vaccines are coming.

EXECUTIVE SESSION: None

Motion to adjourn the Regular Village Board Meeting at 6:32 p.m. by Mahony/Kunze.

Roll: Ayes – 7 – Trustees Lynam, Selep, Wood, Mahony, Andresen, Kunze and President Miller. Nays – 0.

Absent – 0. Motion carries, meeting adjourns.

Respectfully submitted,

Katherine Diehl

By: _____
Village President, Lael Miller

Attest: _____
Village Clerk, Katherine Diehl



Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118

(847) 426-2822

www.eastdundee.net

MEMORANDUM

TO: Village President
Village Board of Trustees

CC: Jennifer Johnsen, Village Administrator

FROM: Brandiss J. Martin, Finance Director

DATE: February 10, 2021

RE: Abatement Ordinance for Tax Year 2020

Background

Most of the Village's debt consists of general obligation bonds which are backed by the Village's ability to levy and collect property taxes. As such, the County automatically levies the required annual debt service, also known as debt payments, directly from East Dundee property owners on the property tax bill.

The Village has historically abated, or cancelled, the property taxes that would otherwise be collected to pay the Village's debt and instead, makes these payments from other revenues. Below is a list of the Bonds and abated amounts for tax year 2020:

General Obligation Bond 2012A	\$497,906
General Obligation Bond 2012B	\$217,984
Limited Obligation Revenue Bond 2012	\$201,243
General Obligation Bond 2015	\$906,800
General Obligation Bond 2016	\$85,950

Previous Action

The Village Board reached a consensus to continue this abatement process during the 2019 tax levy discussion that took place at the December 14, 2020 Village Board meeting.

Recommendation

It is the recommendation of Village staff that the Village Board of Trustees discuss and consider an ordinance authorizing the abatement of the Tax Levy General Obligation Bond 2012A, General Obligation Bond 2012B, 2012 TIF Revenue Bonds (Route 25 TIF), General Obligation Bond 2015 and General Obligation Bond 2016.

Budgeted Amount

N/A

Action

A motion to approve an Ordinance Authorizing Abatement of the Tax Levy for General Obligation Bond 2012A, General Obligation Bond 2012B, 2012 TIF Revenue Bonds (Route 25 TIF), as well as General Obligation Bonds 2015 and 2016.

Attachment

1. Ordinance Authorizing Abatement of the Tax Levy for General Obligation Bond 2012A, General Obligation Bond 2012B, 2012 TIF Revenue Bonds (Route 25 TIF), as well as General Obligation Bonds 2015 and 2016 for the Village of East Dundee, Kane and Cook Counties, Illinois.

ORDINANCE NUMBER 21 - _____

**ORDINANCE AUTHORIZING ABATEMENT OF THE TAX LEVY FOR GENERAL
OBLIGATION BOND 2012A, GENERAL OBLIGATION BOND 2012B, 2012 TIF
REVENUE BONDS (ROUTE 25 TIF) and GENERAL OBLIGATION 2015 and
GENERAL OBLIGATION 2016 FOR THE VILLAGE OF EAST DUNDEE, KANE AND
COOK COUNTIES, ILLINOIS**

WHEREAS, the Village of East Dundee, Kane and Cook Counties, Illinois (the “Village”) a home rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois with power and authority to perform any function pertaining to its government and affairs, and

WHEREAS, the President and Board of Trustees of the Village have deemed it to be in the best interest of the Village that certain taxes heretofore levied as hereinafter provided, be abated.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. Abatement of Tax. The taxes levied by Kane and Cook counties for the debt service requirements of General Obligation Bond 2012A in the amount of Four Hundred Ninety-Seven Thousand, Nine Hundred Six Dollars (\$497,906), General Obligation Taxable Bond 2012B in the amount of Two Hundred Seventeen Thousand, Nine Hundred Eighty-Four Dollars (\$217,984), 2012 TIF Revenue Bond in the amount of Two Hundred One Thousand, Two Hundred and Forty-Three Dollars (\$201,243), General Obligation 2015 in the amount of Nine Hundred Six Thousand and Eight Hundred Dollars (\$906,800), and General Obligation 2016 in the amount of Eighty Five Thousand and Nine Hundred and Fifty thousand Dollars (\$85,950), for the Village of East Dundee, Kane and Cook counties are hereby abated in their entirety.

Section Two. Filing of Ordinance. Upon adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the Clerk of Cook and Kane Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the fiscal year commencing May 1, 2021 and ending April 30, 2022 in accordance with the provisions above.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its passage by the Village Board and signing and approval by the Village President.

Section Four. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section Five. Repeal. All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

Section Six. Publication. This ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

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

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Scott Andresen						
Scott Kunze						
Jeff Lynam						
Kathleen Mahony						
Dan Selep						
Kirstin Wood						

Approved by me this _____ day of _____, 2021.

Lael Miller, President

Published in pamphlet form this _____ day of _____, 2021, under the authority of the President and Board of Trustees.

ATTEST:

Katherine Diehl, Village Clerk

Recorded in the Village Records on _____, 2021.



Memorandum

TO: Jennifer Johnsen, Village Administrator

FROM: Phil Cotter, Director of Public Works

DATE: February 15, 2021

RE: Resolution for Construction on State Highways

Background: The Illinois Department of Transportation (IDOT) requires a highway permit when working within rights-of-way owned or maintained by the State of Illinois (including state routes, roadways, etc.). This also includes any emergency work on broken Village water mains and sewers. A permit must be obtained prior to the start of any work and a copy of the approved permit must remain at the worksite. For permit work to be performed by employees of a municipality, a resolution is acceptable in lieu of the surety bond. As recommended by IDOT, the resolution should be enacted for a period of two years. This procedure will expedite the issuance of permits to our municipality during the next two calendar years.

Action Requested: *Motion to pass a Resolution for Construction on State Highways.*

Attachment: IDOT Request for Highway Permits and a Resolution for Construction on State Highways



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

PERMITS

RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY

January 21, 2021

The Honorable Lael Miller
Village President
Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118

Dear Village President Miller:

Chapter 121 of the Illinois revised statutes requires that any person, firm or corporation desiring to do work on state maintained rights of way must first obtain a written permit from the Illinois department of transportation. This includes any emergency work on broken watermain or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with state specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In the case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847)705-4612.

The Honorable Lael Miller
January 21, 2021
Page two

RE: RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

Do not hesitate to contact Ms. Beverly Hawley, Office Coordinator, at (847) 705-4142 if you have any question or need further assistance.

Very truly yours,

Jose Rios, P.E.
Engineer of Operations

By:  BH
Thomas G. Gallenbach, P.E.
Traffic Permit Engineer

Resolution No. _____

VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS
A RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAYS

WHEREAS, The Village of East Dundee, hereinafter referred to as MUNICIPALITY, located in the Counties of Cook and Kane, State of Illinois, desires to undertake, in the years 2021 and 2022, the location, construction, operation and maintenance of driveways and street returns, water mains, sanitary and storm sewers, street lights, traffic signals, sidewalks, landscaping, etc., on State Highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as DEPARTMENT; and,

WHEREAS, an individual working permit must be obtained from the DEPARTMENT prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1. The Village of East Dundee hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which it to be performed under the provision of said permit.

Section 2. That all authorized officials of The Village of East Dundee are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

PASSED by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 15th day of February, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Village President

Attest:

Village Clerk



Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118

(847) 426-2822

www.eastdundee.net

To: Village President and Board of Trustees
From: Jennifer Johnsen, Village Administrator
Subject: IGA with IDOT for the Route 72 and Christina Drive EDP Grant
Date: February 15, 2021

Background

IDOT is requiring that the Village Board approve the revised Intergovernmental Agreement for the Economic Development Program (EDP) Grant that the Village received for the signalization and intersection improvements to be located at Route 72 and Christina Drive. The agreement was previously approved by the Village Board on July 22, 2019. As you may recall, Trident Defense was added as a sponsor to the grant which increased the value of the grant to \$2 million. However, Trident Defense did not end up relocating and expanding their businesses into 200 Christina Drive as originally intended. As such, IDOT has reduced the grant amount to \$1.118 million as originally awarded with National Tool being the sole sponsor. Therefore, the revised intergovernmental agreement must now be approved by the Village Board.

As a reminder, the remainder of the cost to complete the intersection and signalization improvements will be funded by Speedway. As you may recall, the Village approved a sales tax sharing agreement with Speedway to reimburse Speedway for the costs associated with the costs of developing the site.

Attachment: Resolution Approving an Intergovernmental Agreement Between the State of Illinois, Illinois Department of Transportation, and the Village for the Route 72 and Christina Drive EDP Grant

Action Requested: Approval of a Resolution Approving an Intergovernmental Agreement Between the State of Illinois, Illinois Department of Transportation, and the Village for the Route 72 and Christina Drive EDP Grant

Resolution No. _____

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND THE VILLAGE OF EAST DUNDEE
FOR THE ROUTE 72 AND CHRISTINA DRIVE EDP GRANT**

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1. The Intergovernmental Agreement between the State of Illinois, Illinois Department of Transportation, and the Village of East Dundee for the Route 72 and Christina Drive EDP Grant in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached, subject to changes which may be made by the Village President and approved by the Village Attorney.

Section 2. The Village President, Village Administrator and Village Clerk shall be and are hereby authorized to execute EXHIBIT A and any other required documents on behalf of the Village.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.

Passed by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED:

Village President

Attest:

Village Clerk

**INTER-GOVERNMENTAL GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
THE VILLAGE OF EAST DUNDEE**

The Illinois Department of Transportation (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield IL. 62764
and The Village of East Dundee (Grantee),
with its principal office at 120 Barrington Avenue and payment address (if different than principal office) at , hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

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

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

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 089065163 is Grantee's correct DUNS Number, that is Grantee's correct UEI, if applicable, that 36-6005871 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$ 1,118,942.00, of which \$ 0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is Not Applicable, the federal awarding agency is Not Applicable, and the Federal Award date is Not Applicable. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Not Applicable and Number is Not Applicable. The Catalog of State Financial Assistance (CSFA) Number is 494-00-0957. The State Award Identification Number is .

1.4. Term. This Agreement shall be effective on (upon execution) and shall expire on (See Exhibit E), unless terminated pursuant to this Agreement.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONAL BLANK

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

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

ILLINOIS DEPARTMENT OF TRANSPORTATION

[Grantee Name]

By: _____
Omer Osman, Acting Secretary

Date: _____

By: _____
Signature of Designee (if applicable)

Date: _____

Printed Name: **Omar Osmen**

Printed Title: **Acting Secretary of Transportation**

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

By: _____
Phil Kaufmann, Chief Counsel

Date: _____

By: _____
Signature of Other Authorized Representative (if applicable)

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

By: _____
Joanne Woodworth, Acting Chief Fiscal Officer

Date: _____

By: _____
Signature of Other Approver (if applicable)

Date: _____

Printed Name: _____

Printed Title: _____

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

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

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

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

ARTICLE III DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

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

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

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

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

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

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

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

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

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

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

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

“Program” means the services to be provided pursuant to this Agreement.

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

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

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

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

“State” means the state of Illinois.

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

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

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

ARTICLE IV PAYMENT

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

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

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

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

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to

the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

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

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

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

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

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

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

ARTICLE VI BUDGET

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

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

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even

grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

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

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

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

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

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

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

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

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

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

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

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

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

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

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

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

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

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which

is a matter of record (30 ILCS 500/50-5).

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

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

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

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

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

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

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

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

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

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

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the

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

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

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

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

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

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

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

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

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

ARTICLE IX

CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

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

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

ARTICLE XI LOBBYING

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

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

Form, in accordance with its instructions.

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply,

upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

13.2. **Close-out Reports.**

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

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

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

et seq.

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

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

15.2. Consolidated Year-End Financial Reports.

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

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

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

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

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

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

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

15.3. Audit Requirements.

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

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

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

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

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

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

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

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

15.5. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to

object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

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

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

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

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or

address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

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

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

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

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

ARTICLE XIX STRUCTURAL REORGANIZATION

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

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

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

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

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

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

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

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

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

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV
INSURANCE

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

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

ARTICLE XXV
LAWSUITS

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

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

ARTICLE XXVI

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

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

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

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

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


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EXHIBIT A**PROJECT DESCRIPTION**

CSFA Number: 494-00-0957

NOSA/SAIN Number: 957-24869

GATA Registration Number: 687599

 Illinois Department of Transportation	Grantee		Day Labor	Grantee Administered	RR Force Account
	Village of East Dundee		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Section Number	Fund Type	ITEP, SRTS, or HSIP Number(s)		
	17-00049-00-CH	EDP			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-274-17		P-91-274-17	D-91-274-17		

LocationLocal Name 1) Higgins Rd/IL Rt 72 2)Christina Dr. Route 1) FAP 341 2) MS 0063 Length 0.51 (mi)Termini 1)East Dundee Village limits to Plate Dr 2) Plate Dr. to IL 72Current Jurisdiction IDOT/LPA TIP Number 09-17-0004 Existing Structure No N/A**PROJECT DESCRIPTION****(PROJECT is defined as the work proposed and financed by the terms of this Agreement)**

- Providing safe and adequate access to the National Tool and Manufacturing Company.
- 0.4 mile of improvement to Christina Drive and Illinois Route 72 (Higgins Road) including new signalization of the intersection, widening of Christina Drive, two new right turn lanes on Higgins Road and reconstruction of the existing median on Higgins Road to install two left turn lanes.
- 50% funding for roadway improvements to Christina Drive and 100% funding for the intersection of Christina Drive and Illinois Route 72.
- NOSA / SAIN #: 957-24869

- These improvements will include adding turn lanes, acceleration/ deceleration lanes to Illinois Route 72, signals and associated appurtenance at the intersection and widening and reconstruction on approximately first 400 feet of Christina Dr.
- All proposed improvements can be seen on the exhibit included with the original EDP application.
- The LPA must provide access from National Tools & Manufacturing Company to Plate Drive allowing access to Christina Drive. [REDACTED]

EXHIBIT B
DELIVERABLES OR MILESTONES

As applicable, contracts or side agreements referenced below are identified with the same project identifying numbers as noted in Exhibit A.

Construction: Completion of construction activities as specified by the construction contract herein incorporated by reference.

Preliminary and Construction Engineering: Completion of engineering work as specified by the Grantee's engineering agreement herein incorporated by reference.

Right-of-Way: Preparation of right-of-way documents and/or purchase of right-of-way.

Utilities: Completion of utility relocation or adjustment as specified by the Grantee's agreement with the utility herein incorporated by reference.

Materials: Purchase and delivery of the materials specified by the material proposal herein incorporated by reference.

Railroads: Completion of railroad force account work, flagging, or other work specified by the Grantee's agreement with the railroad herein incorporated by reference.

EXHIBIT C

Division of Cost/Budget

Type of Work	State Funds			Grantee Funds			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	EDP	989,071.00	*	Local	112,551.00	BAL	1,101,622.00
Preliminary Engineering	EDP	78,480.00	*	Local	78,480.00	BAL	156,960.00
Construction Engineering	EDP	51,391.00	*	Local	51,391.00	BAL	102,782.00
							0.00
							0.00
							0.00
							0.00
							0.00
Totals		1,118,942.00			242,422.00		1,361,364.00

*MAXIMUM STATE (EDP) PARTICIPATION 100% NTE \$1,118,942.00

The costs shown in the Division of Cost table are approximate and subject to change. The final **GRANTEE** share is dependent on final State participation. The actual costs will be used in the final division of cost for reimbursement.

NOTE: Check all that apply:

- ☒ The **GRANTOR** will reimburse the **GRANTEE** for eligible EDP construction and engineering costs of the project subject to a maximum of \$1,118,942.00.
- ☐ 80,000 lb Truck Access Road Program -There is available a lump sum amount of \$ to be applied solely to construction costs.
- ☐

Any remaining balance shall be the responsibility of the **GRANTEE** in the event state funds are not sufficient to cover the project costs.

Payment Method (check one):

- ☐ The **GRANTOR** will reimburse the **GRANTEE** for the **GRANTOR** share of project costs on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **GRANTEE**.
- ☒ Upon execution of the construction contract and request of payment from the **GRANTEE**, the **GRANTOR** will pay the **GRANTEE** 95% of its share of the project costs. The remaining 5% will be paid to the **GRANTEE** upon receipt of the final invoice.
- ☐

EXHIBIT D

CONTACT INFORMATION

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

GRANTOR CONTACT

Name: Todd Smith
Title: Economic Development Program Management
Address: 2300 South Dirksen Parkway
Phone: 217-785-8643
TTY#:
Fax#:
E-mail Address: todd.a.smith@illinois.gov

GRANTEE CONTACT

Name: Jennifer Johnsen
Title: Village Administrator
Address: 120 Barrington Ave, East Dundee
Phone: 847-426-2822
TTY#:
Fax#:
E-mail Address: jjohnsen@eastdundee.net

Additional Information:

EXHIBIT E

PERFORMANCE MEASURES

For All Projects: The **GRANTEE** will submit to the **GRANTOR** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The **GRANTEE** shall provide the final report to the appropriate **GRANTOR** district within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

For Construction Projects: For Construction projects the period of performance (end date) is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

For Preliminary Engineering: For preliminary Engineering projects, the period of performance (end date) is ten (10) years from the execution date of the agreement.

For Right-of-Way Acquisition: For Right-of-Way projects the period of performance (end date) is fifteen (15) years from the execution date of the agreement.

For EDP Funds Only: The **GRANTEE** has entered into an economic development agreement with **National Tool Company** herein referred to as the "COMPANY". As required by Public Act 93-552, the COMPANY agrees to annually submit to the **GRANTOR** for a period of five complete calendar years from the execution of this Agreement, a progress report of employment. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The initial Employee Reporting Form and the agreement between the **GRANTEE** and the COMPANY delineating the reporting requirements shall be attached in Part Three.

It is mutually agreed that in the event of a default by the COMPANY on their commitment to create and/or retain jobs, the **GRANTOR** will seek reimbursement of the Economic Development funds provided for this project from the **GRANTEE**. This determination to seek reimbursement will be based on an evaluation of the information reported in the annual progress report of employment required above. Failure to submit the required employment report will be considered default on the COMPANY's commitment

EXHIBIT F

PERFORMANCE STANDARDS

Performance standards are contained herein and incorporated by reference:

The current Standard Specifications for Road and Bridge Construction

The current Supplemental Specifications and Recurring Special Provisions

The IDOT Bureau of Local Roads and Streets Manual

The IDOT Bureau of Construction Manual

The IDOT Project Procedures Guide

Other relevant IDOT policy manuals and guides that may govern the specific work contemplated by this Agreement

EXHIBIT G

SPECIFIC CONDITIONS

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

1. Illinois Department of Transportation
2. One EDP Contract with Village of East Dundee
3. EDP grant in the amount of \$1,118,941 with a match of \$242,422
4. P [REDACTED]
5. UBT-0957-24869

<https://omb.illinois.gov/Apps/GATA/NOSA/NOSA.aspx?nosa=24869&ag=&returnURL=https%3A%2F%2Fomb.illinois.gov%2FApps%2FGATA%2FProgramEdit.aspx%3Fpk%3D0957>

1. The nature of the additional requirements.

GATA Conditions

06 - Audit (2 CFR 200.500)

Requires desk review of the status of implementation of corrective actions

11 - Fraud, Waste and Abuse

Requires technical assistance including required training;

Agency Adjustments / Explanations

Grantee shall submit quarterly IDOT BOBS 2832 form in addition to other required reports

2. The reason why the additional requirements are being imposed.

GATA Conditions

06 - Audit (2 CFR 200.500)

Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

11 - Fraud, Waste and Abuse

Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employees duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.

Agency Adjustments / Explanations

Analysis of the entity's fiscal administrative internal controls as identified in the Internal Control Questionnaire (ICQ).

3. The nature of the action needed to remove the additional requirements, if applicable.

GATA Conditions

06 - Audit (2 CFR 200.500)

Completion of corrective action plan implementation.

11 - Fraud, Waste and Abuse

Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Agency Adjustments / Explanations

Fraud, Waste and Abuse:

Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

4. The time allowed for completing the actions if applicable.

GATA Conditions

06 - Audit (2 CFR 200.500)

When corrective action is complete.

11 - Fraud, Waste and Abuse

One year after implementation of corrective action.

Agency Adjustments / Explanations

Fraud, Waste and Abuse: 1 year from implementation of the program.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

ETHICS

A. Code of Conduct

1. Personal Conflict of Interest – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
 - a. the employee, officer, board member, or agent;
 - b. any member of his or her immediate family;
 - c. his or her partner; or
 - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

PROCUREMENT PROCEDURES

Procurements shall follow procedures outlined in the Bureau of Local Roads and Streets Manual.

REPORTING.

Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Select frequency / Quarterly or Monthly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the Enter date agreement becomes effective effective date of the Agreement. Select frequency / Quarterly or Monthly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending Enter grantees FY end date (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

THE GRANTEE AGREES:

1. It is mutually agreed that the project will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. The **GRANTEE** agrees to retain jurisdiction and to maintain or cause to be maintained the completed project in a manner satisfactory to the **GRANTOR** unless otherwise specified by addendum.
3. To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

4. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
5. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
6. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
7. The **GRANTEE** will certify to the **GRANTOR** that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the **GRANTEE** advertising for bids for the project.
8. To regulate parking and traffic in accordance with the approved project report.
9. To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
10. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
11. If the **GRANTEE** signature is by an appointed official, a resolution authorizing said appointed official to execute this agreement is required.
12. Upon approval of the final plans and specifications by the **GRANTOR** and the **GRANTEE**, the **GRANTEE** agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the **GRANTOR**.
13. The **GRANTEE** agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the **GRANTOR**.
14. The **GRANTEE** will submit supporting documentation with each request for reimbursement from the **GRANTOR**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **GRANTEE** invoice requests to the **GRANTOR** will be submitted with sequential invoice numbers by project.

THE GRANTOR AGREES:

1. (Day Labor) To authorize the **GRANTEE** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **GRANTEE** for that portion of the cost payable from

GRANTOR funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost in Exhibit C.

2. (**GRANTEE** Administered Projects) For agreements with **GRANTOR** funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the **GRANTEE** for the **GRANTOR** share on the basis of periodic billings within timeframes specified in Exhibit E, provided said billings contain sufficient cost information and show evidence of payment by the **GRANTEE**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **GRANTOR** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **GRANTOR**.

IT IS MUTALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

PART THREE – THE PROJECT-SPECIFIC TERMS

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

Attachments:

Location Map

Employment Reporting Form (*when EDP funds are used*)

Local Public Agency/Company Agreement (*when EDP funds are used*)

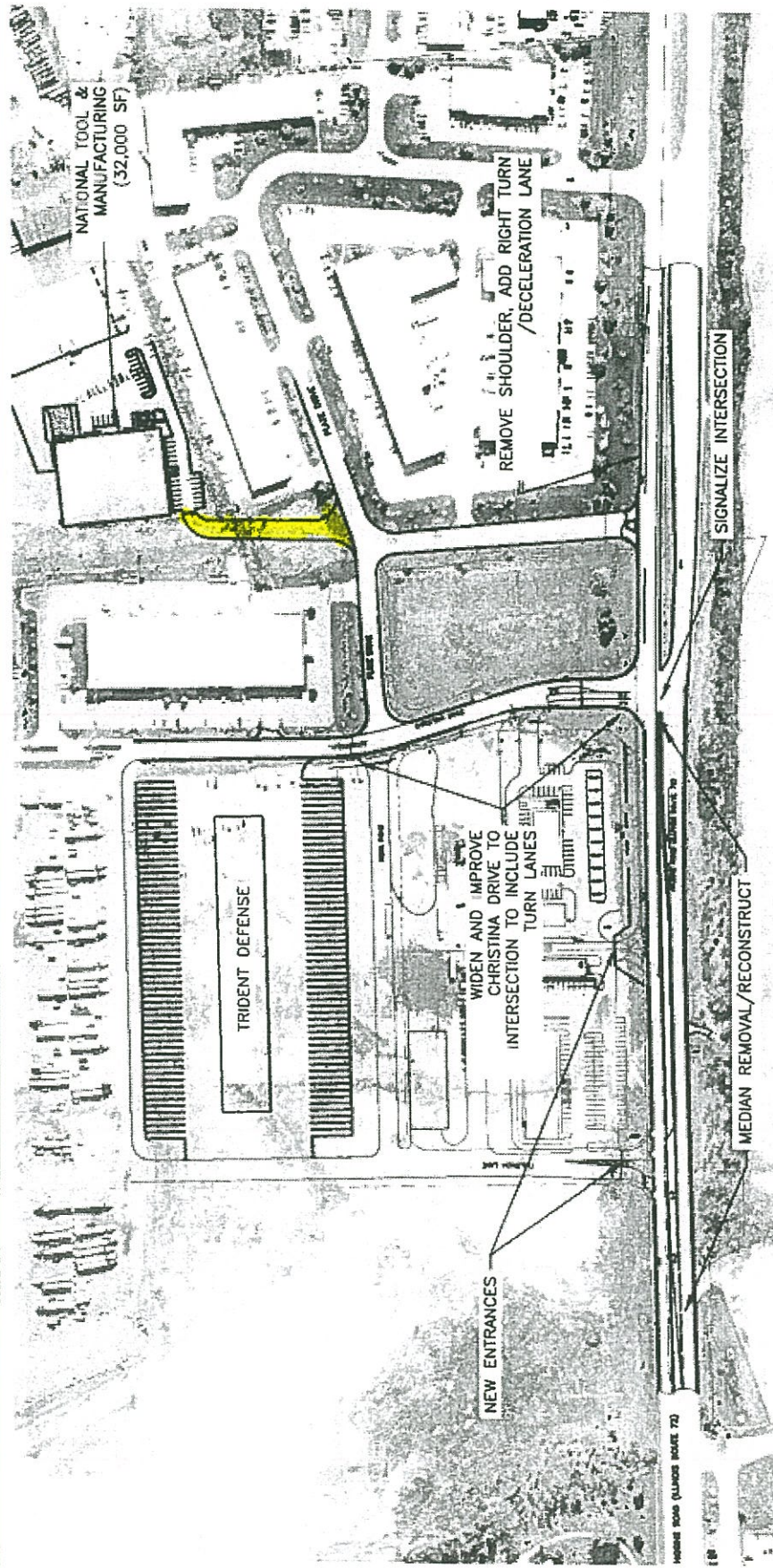
80,000 lb. Truck Access Resolution (*when TARP funds are used*)

Traffic Signal Maintenance

Programmatic Risk Assessment Questionnaire

Uniform Grant Budget Template

Letter of Intent for EDP Funds



SCALE: 1:200

PROPOSED IMPROVEMENTS INTERSECTION OF CHRISTINA DRIVE & HIGGINS ROAD (IL RT 72) EAST DUNDEE, ILLINOIS

09/14/17

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL
 ILLINOIS IOWA WISCONSIN

VILLAGE OF EAST DUNDEE/NATIONAL TOOL & MANUFACTURING CO.

LOCAL AGENCY/COMPANY AGREEMENT

THIS AGREEMENT is made as of the 6th day of March, 2017 by and between the Village of East Dundee hereinafter called the LOCAL AGENCY and National Tool & Manufacturing Co., hereinafter called the COMPANY.

WHEREAS, the LOCAL AGENCY is interested in expanding its economic base with the primary emphasis on creating and retaining jobs; and

WHEREAS, the LOCAL AGENCY will enter into an agreement with the Illinois Department of Transportation, hereinafter called the STATE, to implement an economic development program that significantly impacts upon the LOCAL AGENCY's economic base; and

WHEREAS, the COMPANY has proposed a project that will create and/or retain jobs, thus providing a significant benefit to the LOCAL AGENCY's economic base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. REPORTING REQUIREMENTS

- 1.1 As required by Public Act 93-552, the COMPANY is required to submit to the STATE an annual progress report of employment for five years from the date of the IDOT/Local Agency funding agreement.
- 1.2 The annual progress shall consist of job classifications, wages, number of positions, and other pertinent information as shown on Exhibit 1.
- 1.3 All annual employee progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The COMPANY will be notified by letter annually with instructions on how and when to fill out their annual report. This report will then be submitted electronically to IDOT.

II. DEFAULT AND REMEDIES

- 2.1 The COMPANY shall make the investment in the Project which shall create and/or retain a minimum of 9 full-time jobs at the facility on or before December 2020.
- 2.2 In the event the COMPANY fails to create and/or retain the requisite number of full-time jobs, or the COMPANY fails to comply with the reporting requirements herein, the COMPANY may be held in default. If declared in default, the COMPANY shall be put on suspension and shall be prohibited from completing any current or providing any future development assistance until the state receives proof that the recipient has come into compliance with the requirements of Public Act 93-552.

III. TERMINATION

- 3.1 This Agreement may be terminated at any time by written, mutual agreement of the parties.
- 3.2 This Agreement, and all further obligations of the parties hereunder, will Terminate when the Project has been completed and when the COMPANY has satisfied its reporting obligations under Section 1.

IV. GENERAL PROVISIONS

- 4.1 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 4.2 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- 4.3 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

APPROVED BY

Company Name National Tool & Manufacturing Co
Title PRESIDENT
Signature [Signature]
Date 3/13/2017

APPROVED

City/Village of EAST DUNDEE
By [Signature]
Signature [Signature]
Date 3/6/17



**Illinois Department
of Transportation**

**Economic Development Program
Employment Reporting - Initial Application**

Date of Application

2-27-17

Application Tracking Number
(Assigned by IDOT)

COMPANY INFORMATION

Name of Company

National Tool & Manufacturing

Chief Officer or Authorized Designee

James Soderquist

Title

President

Address

581 Wheeling Road
Wheeling, IL 60090

Phone Number

847-806-9800

E-mail Address
(required)

jsoderquist@ntm.com

FEIN Number

36-2978947

Standard Industrial Classification Number
(SIC #)

3728

North American Industry Classification
System (NAICS)

333511

Project Site
(City and Zip Code where employees,
new or retained, are to be located.)

East Dundee, IL 60118

SPONSOR INFORMATION

Sponsor (Unit of Government)

Village of East Dundee, IL

Contact Person

Robert Skurla

Title

Village Administrator

Address

120 Barrington Avenue
East Dundee, IL 60118

Phone Number

847-426-2822

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

Number of Employees at the Time of Application

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part-Time	Temporary
Manufacturing	\$14 to 20/hr	20	20		
Administrative	\$15 to 50/hr	3	3		
Sales - Customer Service	\$20 to 36/hr	3	3		
Building Maintenance	\$14 to 36/hr	2	2		
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
TOTAL:		28	28	0	0

Number of Employees Agreed to be Created as the Result of Assistance

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part-Time	Temporary
Manufacturing	\$14 to 20/hr	4	4		
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
TOTAL:		4	4	0	0

Note: The employee information should be for the specific site for which IDOT assistance was received.

Number of Employees Agreed to be Retained as the Result of Assistance

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part- Time	Temporary
Manufacturing	\$14 to 20/hr	20	20		
Administrative	\$15 to 30/hr	3	3		
Sales - Customer Service	\$20 to 36/hr	3	3		
Building Maintenance	\$14 to 36/hr	2	2		
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	TOTAL:	28	28	0	0

Note: The employee information should be for the specific site for which IDOT assistance was received.

Amount of Economic Development Program Funds committed to this project from IDOT

\$ 1,538,963.53

Starting Date of Assistance
(Execution date of Local Intergovernmental Agreement)

I, James Soderquist As the President (or authorized designee of the recipient) verify that the information in the progress report contains no knowing misrepresentation of material facts upon which eligibility for development assistance is based. I further certify that, to the best of my knowledge, the recipient is in compliance with the development assistance agreement(s) between, or behalf of, the recipient and the Illinois Department of Transportation.

 3/13/2017
Signature Date

President
Title

Granting Body of Economic Development Program Funds: Illinois Department of Transportation
Director of Office of Planning and Programming
2300 South Dirksen Parkway
Springfield, Illinois 62764

Please mail form to: Illinois Department of Transportation
Bureau of Programming
Office of Planning and Programming, Rm. 307
2300 South Dirksen Parkway
Springfield, Illinois 62764
Attn: Economic Development Program
Phone (217) 782-0378

ADDENDUM #4

An addendum to the Local Agency Agreement
Village of East Dundee
FAP 341 / Illinois Rte 72
MS 0063/ Christina Dr.
Section No.: 17-00049-00-CH
Job No.: C-91-274-17
Kane County

CHANGES IN "AGREEMENT PROVISIONS"
UNDER "IT IS MUTUALLY AGREED":

The following items are added:

7. All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of seven (7) working days prior to the final inspection. Final inspection of the signalized intersection will be made by a representative of the STATE, and, if satisfactory, authorization for turn on will be given.
8. Upon acceptance of the traffic signal by the STATE the financial responsibility for maintenance and electrical energy for the operation of the traffic signal at the intersection shall be proportioned as follows:

MAINTENANCE	ELECTRICAL ENERGY
0% STATE	0% STATE
100% LPA	100% LPA

and become a part of the Master Agreement executed between the LPA and the STATE on July 1, 2011.

9. The actual maintenance of traffic signals at the above intersections will be performed by the STATE with its own forces or through ongoing contractual agreement.
10. The financial responsibility for the maintenance of the "Emergency Vehicle Preemption" equipment at the signalized intersection above shall be borne by the LPA.
11. The STATE retains the right to control the sequence and timing of the traffic signals and interconnect.
12. Payment by the STATE of any or all of its share of maintenance is contingent upon the STATE receiving adequate funds in its annual appropriation.
13. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the signalized intersection which requires modernization or reconstruction to said traffic signal then the LPA agrees to be financially responsible for the entire costs in accordance with Department policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the emergency vehicle pre-emption equipment with the STATE proposed improvement.

If, in the future, another party wishes access into this signalized intersection, it shall be mandatory that the LPA negotiate with such a party and to prepare and present, to the Illinois Department of Transportation, a copy of the formal executed agreement concerning the necessary revisions to this traffic signal installation and the responsibilities for maintenance and operating costs. Any revision to this signal installation or a change in access to this intersection must obtain the approval of the Department of Transportation

14. All costs associated with the installation, future maintenance, or replacement of non-standard Department equipment, finish or hardware shall be the sole responsibility of the LPA. This includes, but is not limited to, painting of the signal hardware, aesthetic poles, audible pedestrian signals, etc.
15. Upon final field inspection of the improvement and so long as IL Route 72 is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes lying on either side of the centerline and the left-turn and right-turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
16. Upon final field inspection of the improvement, the LPA agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including parking lanes and their adjacent curb and gutter, sidewalks, brick pavers, retaining walls, parkways, guardrails, crosswalk and stopline markings, LPA owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by:

performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manholes and catch basins' frames, grates or lids, plus structural failures to a maximum length of 3.66 meters (12 feet) between adjacent manholes. The STATE shall share cost of the maintenance, except as aforescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.
17. The LPA further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Illinois Route 72. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the LPA unless there is an agreement specifying different responsibilities.

All provisions, conditions, restrictions and requirements of this agreement shall be binding upon and inure to the benefit of the successors, assigns, administrators, executors or heirs of the parties hereto.

Programmatic Risk Assessment Questionnaire FY20

**A separate Programmatic Risk Assessment
is required for each grant application. Responses must be program-specific.**

Program Associated with this Programmatic Risk Assessment:	EDP Agreement P/D/C/-91-284-17
Applicable CFR or state citation:	
Awarding State Agency:	IDOT
Entity Completing Programmatic Risk Assessment:	Village of East Dundee
Individual Completing Programmatic Risk Assessment:	Jennifer Johnsen
Contact Information for Completer (Phone and Email):	(847) 426-2822 x6120 jjohnsen@eastdundee.net

To comply with federal risk assessment requirements of 2 CFR 200.205, the state awarding agency must review the programmatic risk posed by applicants. Illinois utilizes this programmatic risk assessment questionnaire to comply with the federal requirements.

1. Quality of management systems and ability to meet the management standards

1.1 Do you have written policies and procedures that guide program delivery on the topics of:

- | | |
|---|--|
| a. Program outcome tracking and reporting mechanisms | <input checked="" type="checkbox"/> YES/ <input type="checkbox"/> NO |
| b. Relevant documentation of services/goods delivered | <input checked="" type="checkbox"/> YES/ <input type="checkbox"/> NO |

- c. Staff management policies and procedures ☒ YES/ ☐ NO
- d. Standards of conduct re: selection, award or administration of grants ☒ YES/ ☐ NO
- e. Real or perceived conflict of interest re: selection, award or administration of grants ☒ YES/ ☐ NO
- f. Complaint/grievance resolution policies and procedures ☒ YES/ ☐ NO
- g. Safeguarding funds, property and other assets against loss from unauthorized use of disposition ☒ YES/ ☐ NO
- h. Management of grant terms ☒ YES/ ☐ NO
- i. Written approval from funding agency when key personnel change ☒ YES/ ☐ NO
- j. Written approval from funding agency when program scope changes ☒ YES/ ☐ NO
- k. Participant eligibility, if applicable ☒ YES/ ☐ NO / ☐ NOT APPLICABLE

1.2 Do you have internal controls that govern program delivery on the topics of:

- a. Quality assurance reporting ☒ YES/ ☐ NO
- b. Unit costs, expense analysis/management ☒ YES/ ☐ NO
- c. Accreditation/licensing compliance program ☒ YES/ ☐ NO

1.3 How many years of experience does the project leader have managing the scope of services required under this program?

- ☒ More than five years
- ☐ One to five years
- ☐ Less than one year

1.4 Does the organization have a time and effort system to track program-specific work performed?

☒ YES/ ☐ NO

If "Yes" (answer questions below); If "No" (skip to question 1.5)

- a. Does the system record all time worked, including time not charged to awards? ☒ YES/ ☐ NO
- b. Does the system include sign-off by the employee and supervisor? ☒ YES/ ☐ NO

1.5 Are program payments based on a rate or unit of service?

☐ YES/ ☐ NO

If "Yes" (answer questions below); If "No" (skip to question 1.6)

- a. Does the organization have written procedures to ensure accurate invoicing? ☒ YES/ ☐ NO
- b. Does a second person sign-off on the invoice? ☒ YES/ ☐ NO

1.6 Does the program have a match or related requirements?

☒ YES/ ☐ NO

If "Yes" (answer questions below); If "No" (skip to question 1.7)

- a. Does the organization have written procedures for match reporting? ☒ YES/ ☐ NO
 b. Does a second person sign-off on match reporting? ☒ YES/ ☐ NO

1.7 Is the organization prepared to utilize periodic performance reports to communicate program outcomes? (Select only one)

- ☒ Performance reports are an established part of grant management procedures.
☐ Performance data reporting is being developed as part of grant management procedures.
☐ We do not currently report performance data within our grant management.

2. History of Performance

2.1 How many years of experience does your organization have with grants of comparable scope and/or capacity?

- ☒ More than five years
☐ One to five years
☐ Less than one year
☐ No experience **Skip to Question 3.3**

2.2 If your organization has received grants of comparable scope and/or capacity, provide a brief description of similar project goals and outcomes; specify the applicable year(s): (Enter text response)

STP – VanBuren Road – 2015
 DCEO - \$25,000 - National Tool Road - 2020
 Clean Energy Foundation - \$200,000 – Police Station
 IEPA Loans in 2005 and 2010

2.3 During your last two fiscal years, how frequently has the organization submitted project performance reports on time?

- ☐ Always
☐ Reported late up to three times
☐ Reported late four or more times
☒ Not applicable – not a requirement of awards previously received

2.4 Does your organization have performance measurements that tie to financial data?

- ☒ YES/ ☐ NO

2.5 Have there been any significant changes in your organization in the last fiscal year related to program delivery?

- a. Management/leadership personnel ☐ YES/ ☒ NO
 b. Reorganization or parent/subsidiary relationships ☐ YES/ ☒ NO

- c. Significant changes in programs/grants funded ☐ YES/ ☒ NO
- d. Statutory or regulatory requirements imposed on your organization type ☐ YES/ ☒ NO

2.6 Provide a brief explanation for all “YES” responses to question 2.5. (Enter text response)

2.7 Will a sub-grantee/sub-recipient/sub-award be utilized to manage, administer or complete the project? ☐ YES/ ☒ NO

If NO, skip to question 3.1.

2.8 What responsibilities will the sub-grantee/sub-recipient/sub-award perform under this program?

- | | |
|--|---|
| a. Participant eligibility determination | <input type="checkbox"/> YES/ <input type="checkbox"/> NO |
| b. Case Management | <input type="checkbox"/> YES/ <input type="checkbox"/> NO |
| c. Performance reporting | <input type="checkbox"/> YES/ <input type="checkbox"/> NO |
| d. Financial reporting | <input type="checkbox"/> YES/ <input type="checkbox"/> NO |
| e. Invoicing | <input type="checkbox"/> YES/ <input type="checkbox"/> NO |
| f. Other | <input type="checkbox"/> YES/ <input type="checkbox"/> NO |

2.9 What percentage of grant funds does the organization anticipate passing to sub-grantees/sub-recipients/sub-awards?

- ☐ Less than 10%
- ☐ 10-20%
- ☐ More than 20%

2.10 Does your organization have an implemented policy for sub-grantee/sub-recipient monitoring?

If Yes, does it include:

- ☐ On-site review
- ☐ Review of prior monitoring and desk/quantitative review
- ☐ Review of prior monitoring only
- ☐ Desk/quantitative review only

3. Reports and Findings from audits performed under Subpart F – Audit Requirements of this part or the reports and findings of any other available audit.

3.1. During the last two fiscal years, has your organization been out of compliance with *programmatic* terms and conditions of awards?

- ☐ Organization has not been audited; **Skip to Question 3.6**
- ☒ No occurrences of non-compliance; **Skip to Question 3.6**
- ☐ One to three occurrences of non-compliance
- ☐ Four or more occurrences of non-compliance

3.2. If your organization had at least one occurrence of non-compliance with programmatic terms and conditions, summarize each occurrence. (Enter text response)

3.3. Have corrective actions been implemented within the specified timeframe? ☐ YES/ ☒ NO

3.4. Provide explanation for any corrective actions that were not implemented within the timeframe specified and for any corrective actions that remain open. (Enter text response)

3.5. Have there been findings regarding conflict of interest within the last two fiscal years?
☐ YES/ ☒ NO

- a. If NO, skip to question 3.6
- b. If YES, specify the finding and your response to the finding.
(Enter text response)

3.6. Has your organization even been subject to specific conditions due to program issues?
☐ YES/ ☒ NO

- a. If NO, to go question 4.1.
- b. If YES, specify the specific condition, why it was imposed, and whether or not it is still applicable. **(Enter text response)**

4. Applicants ability to effectively implement statutory, regulatory, or other requirements imposed on awardees.

4.1. To what extent does your organization have policies to ensure programmatic expenses are reasonable, necessary and prudent (sensible)?

- ☒ Policies are implemented and followed
- ☐ Policies are implemented, but not consistently followed
- ☐ Policies are being implemented
- ☐ The organization does not currently have these type of policies

4.2. To what extent does your organization have policies to ensure programmatic activities are allowable?

- ☒ Policies are implemented and followed
- ☐ Policies are implemented, but not consistently followed
- ☐ Policies are being implemented
- ☐ The organization does not currently have these types of policies

4.3. Has the organization been out of compliance with any statutory, regulatory or other requirements of grant funding within the last two fiscal years?

☐ YES/ ☒ NO

If Yes, provide an explanation **(Enter text response)**

4.4. To what extent is your organization able to comply with all statutory requirements of this program?

Fully able to comply with all statutory requirements

☒ With the following exception(s), the organization is able to comply:

Text response of exception(s) **(Enter text response)**

5. **Agency-specific Questions (As applicable based on terms of the Notice of Funding Opportunity)**

(Awarding agency has discretion to add additional questions specific to the delivery of services as required in the terms of funding for the specified program. If grant or agency specific questions are not added, the awarding agency must ensure that the applicant understands that their responses are to be specific to the associated program.)

5.1. Compliance with matching, level of effort, earmarking requirements related to program delivery

5.2. Compliance with program income requirements related to program delivery

5.3. Compliance with Davis Bacon or McNamara-O'Hara Service Contract Act

5.4. Compliance with equipment and real property management requirements related to program delivery

5.5. Compliance with real property acquisition and relocation related to program delivery

Certification Section – By signing this questionnaire, I certify to the best of my knowledge and belief that the responses are true, complete and accurate. 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 (2 CFR 200.415)

Authorized Signature

2/4/2021

Date



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary **STATE OF ILLINOIS FUNDS**

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

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

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.**
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**
- C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).**



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Section A – Budget Summary (continued)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement 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. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of “Section-A Indirect Cost Information”.*

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois’ Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** *(The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs.*

Section B – Budget Summary

NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of “Non-State Funds” should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1017 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Section C – Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation

Organization Name: Village of East Dundee

Notice of Funding
Opportunity (NOFO) Number: 957-159

Data Universal Number System (DUNS) Number (enter numbers only) : 089065163

Catalog of State Financial Assistance (CSFA) Number: 494-00-0957

CSFA Short Description: Economic Development Program (EDP)

Section A: State of Illinois Funds

Fiscal Year: FY21

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	1,118,942.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	
8. Construction		\$	1,118,942.00
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)	200.413	\$	1,118,942.00
17. Total Indirect Costs	200.414	\$	
Rate %: <input style="width: 150px;" type="text"/>			
Base: <input style="width: 150px;" type="text"/>			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	1,118,942.00

Instructions
found at end of
document.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of East Dundee

NOFO Number: 957-159

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

- ☐ 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. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

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

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

- ☐ 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 [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

- ☐ 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 three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

- ☐ 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 [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

- ☐ 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.

The Restricted Indirect Cost Rate is: _____ %

- ☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

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:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of East Dundee

NOFO Number: 957-159

Section B: Non-State of Illinois Funds

Fiscal Year: FY21

REVENUES			Total Revenue
Grantee Match Requirement %:	(Agency to Populate)		
b) Cash		\$	1,852,186.75
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	1,852,186.75

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	
8. Construction		\$	1,852,186.75
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	1,852,186.75
17. Total indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	1,852,186.75



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of East Dundee	NOFO Number: 957-159
Data Universal Number System (DUNS) Number (enter numbers only) : 089065163	Fiscal Year: FY21
Catalog of State Financial Assistance (CSFA) Number: 494-00-0957	CSFA Short Description: Economic Development Program (EDP)

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).

<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Village of East Dundee</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Institution/Organization Name:</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Finance Director</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Title (Chief Financial Officer or equivalent):</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Brandiss J. Martin</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Printed Name (Chief Financial Officer or equivalent):</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"><div style="display: flex; justify-content: space-between; align-items: center;"><div style="font-size: 1.2em; font-weight: bold;">Brandiss J. Martin</div><div style="font-size: 0.8em;">Digitally signed by Brandiss J. Martin Date: 2021.02.05 12:40:27 -06'00'</div></div></div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Signature (Chief Financial Officer or equivalent):</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">2/5/2021</div> <div style="border: 1px solid black; padding: 2px;">Date of Execution (Chief Financial Officer):</div>	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Village of East Dundee</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Institution/Organization Name:</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Village President</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Title (Executive Director or equivalent):</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Lael Miller</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Printed Name (Executive Director or equivalent):</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"><div style="display: flex; justify-content: space-between; align-items: center;"><div style="font-size: 1.2em; font-weight: bold;">Lael Miller</div><div style="font-size: 0.8em;">Digitally signed by Lael Miller DN: cn=Lael Miller, o=Village of East Dundee, ou, email=lmler@eastdundee.net, c=US Date: 2021.02.05 11:49:00 -06'00'</div></div></div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Signature (Executive Director or equivalent):</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">2/5/2021</div> <div style="border: 1px solid black; padding: 2px;">Date of Execution (Executive Director):</div>
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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 onto contractual agreements on the behalf of the organization.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:

Sub-recipient DUNS:

Sub-recipient Parent Company DUNS:

Sub-recipient Name: Village of East Dundee

Sub-recipient DBA Name:

Sub-recipient Street Address: 120 Barrington Avenue

City: East Dundee

State: Illinois

Zip-Code: 60118

Congressional District: IL-6

Sub-recipient Principal Place of Performance:

City:

State:

Zip-Code:

Congressional District:

Contract Number (if known):

Award Amount:

Project Period: From:

Project Period: To:

State of Illinois Awarding Agency and Project Detail Description:

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐

If Yes, must answer Q2 below.

No ☒

If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☒

No ☐

If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
				%			Add
							Delete
State Total							
				%			Add
							Delete
NON-State Total							
Total Personnel							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
			%		Add
					Delete
State Total					
			%		Add
					Delete
Non-State Total					
Total Fringe Benefits					

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							

Travel Narrative (State):
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

	Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
					Add
					Delete
	State Total				
					Add
					Delete
	Non-State Total				
	Total Equipment				

Equipment Narrative (State):
Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

	Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
					Add
					Delete
	State Total				
					Add
					Delete
	Non-State Total				
	Total Supplies				

Supplies Narrative (State):
Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
		Add
		Delete
State Total		
		Add
		Delete
Non-State Total		
Total Contractual Services		

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Consultant Services (Fees)						

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
Construction of Roadway Improvements	Construction of Roadway Improvements	\$1,118,942.00	Add
			Delete
State Total		\$1,118,942.00	
Construction of Roadway Improvements	Construction of Roadway Improvements	\$1,852,186.75	Add
			Delete
Non-State Total		\$1,852,186.75	
Total Construction		\$2,971,128.75	

Construction Narrative (State):

Construction of Roadway Improvements to Christina Drive, including an intersection with Higgins Road and 0.4 miles of improvements to Christina Drive and IL Route 72

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")

Construction of Roadway Improvements to Christina Drive, including an intersection with Higgins Road and 0.4 miles of improvements to Christina Drive and IL Route 72



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						

Occupancy - Rent and Utilities Narrative (State):
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						

Telecommunications Narrative (State):
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Training and Education						

Training and Education Narrative (State):
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add
							Delete
State Total							
				%			Add
							Delete
NON-State Total							
Total Direct Administrative Costs							

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: _____

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):
Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Indirect Costs				
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)			
8. Construction	\$1,118,942.00	\$1,852,186.75	\$2,971,128.75
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$1,118,942.00		
Non-State Amount		\$1,852,186.75	
TOTAL PROJECT COSTS			\$2,971,128.75



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

For State Use Only

Grantee: Village of East Dundee

Notice of Funding
Opportunity (NOFO) Number: 957-159

Data Universal Number System (DUNS) Number (enter numbers only) : 089065163

Catalog of State Financial Assistance (CSFA) Number: 494-00-0957

CSFA Short Description: Economic Development Program (EDP)

Fiscal Year(s): _____

Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: _____

Todd A. Smith

Program Approval Name

Todd A. Smith

Program Approval Signature

Digitally signed by Todd A. Smith
Date: 2021.02.05 14:58:05 -06'00'

02/05/2021

Date

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved: _____

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
7 HILLS HEALTHCARE CENTER PC					
237	COVID-19 TEST	02/01/2021	150.00		01-12-6011
Total 7 HILLS HEALTHCARE CENTER PC:			150.00		
AIRGAS, INC					
9109131780	WELDING GAS	02/19/2021	268.98		01-31-5630
Total AIRGAS, INC:			268.98		
AL PIEMONTE CHEVROLET					
012821	TIF REDEV REIMB	01/28/2021	10,532.03		38-01-5876
Total AL PIEMONTE CHEVROLET:			10,532.03		
ALARM DETECTION SYSTEMS					
124784-1020	VH SEC FOBS	02/07/2021	62.01		01-12-5110
Total ALARM DETECTION SYSTEMS:			62.01		
ALLEN RESTORATION GROUP, INC					
315	COVID 19 CLEANING	11/12/2020	420.00		01-12-6011
Total ALLEN RESTORATION GROUP, INC:			420.00		
AMS MECHANICAL SYSTEMS, INC.					
9405-3	EDPD QTRLY MAINT	01/25/2021	2,187.50		01-21-5121
Total AMS MECHANICAL SYSTEMS, INC.:			2,187.50		
AT&T					
847426168601	AT&T	01/25/2021	202.36		01-12-5320
Total AT&T:			202.36		
B&F CONSTRUCTION CODE SERVICES INC					
14001	INSPECTIONS	02/04/2020	180.00		01-25-5290
55494	PLAN REVIEW	01/27/2021	1,867.08		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			2,047.08		
BATEMAN LAW OFFICES, LTD					
020421	LEGAL SERVICES	02/04/2021	142.50		01-25-5230
Total BATEMAN LAW OFFICES, LTD:			142.50		
CARGILL INCORPORATED - SALT DIVISION					
2905949231	DEICER SALT	01/20/2021	2,396.85		28-01-5160
2905960586	DEICER SALT	01/25/2021	1,132.83		28-01-5160
2905963921	DEICER SALT	01/26/2021	1,065.72		28-01-5160
Total CARGILL INCORPORATED - SALT DIVISION:			4,595.40		
CIVIC SYSTEMS					
CVC20324	FINANCE/UB SOFTWARE SUPP	01/06/2021	619.50		01-12-5286
CVC20324	FINANCE/UB SOFTWARE SUPP	01/06/2021	1,858.50		01-14-5286
CVC20324	FINANCE/UB SOFTWARE SUPP	01/06/2021	619.50		01-21-5286

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
CVC20324	FINANCE/UB SOFTWARE SUPP	01/06/2021	619.50		01-25-5286
CVC20324	FINANCE/UB SOFTWARE SUPP	01/06/2021	619.50		01-31-5286
CVC20324	NEW FINANCE/UB SO	01/06/2021	21,590.00		32-14-5946
CVC20324	FINANCE/UB SOFTWARE SUPP	01/06/2021	1,858.50		60-33-5286
CVC20324	NEW FINANCE/UB SO	01/06/2021	21,590.00		60-33-5932
Total CIVIC SYSTEMS:			49,375.00		
COM ED					
012721	COM ED	01/27/2021	273.03		28-01-5510
Total COM ED:			273.03		
COMCAST BUSINESS					
012121	COMCAST SERVICE	01/21/2021	404.39		60-33-5320
Total COMCAST BUSINESS:			404.39		
COVERALL NORTH AMERICA DBA					
1010672359	CLEANING POLICE	02/05/2021	595.00		01-21-5121
1010672359	CLEANING VH	02/05/2021	299.00		01-31-5110
1010672359	CLEANING DEPOT	02/05/2021	95.00		01-31-5110
1010672359	CLEANING PW CVILLE	02/05/2021	236.00		60-33-5110
1010672359	CLEANING PW ELGIN AVE	02/05/2021	236.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			1,461.00		
DUNDEE FORD					
834251	SQUAD	01/09/2021	224.25		01-21-5120
834486	SQUAD 35	01/18/2021	511.68		01-21-5120
834526	SQUAD 33	01/19/2021	225.00		01-21-5120
834555	SQUAD 38	01/19/2021	504.54		01-21-5120
834707	SQUAD 35	01/25/2021	552.80		01-21-5120
834716	SQUAD 38	01/25/2021	2,366.74		01-21-5120
835021	TRUCK 22 - BRAKES	02/03/2021	1,761.66		01-31-5120
Total DUNDEE FORD:			6,146.67		
DUNDEE NAPA AUTO PARTS					
368964	WIPERS 22 & 29	01/29/2021	68.60		01-31-5120
369331	FLUID #33	02/03/2021	29.86		01-31-5120
368087	DRILL BITS	01/19/2021	13.18		01-31-5640
368914	TRUCK #24	01/28/2021	44.99		60-33-5120
369380	TRUCK #24	02/03/2021	2.96		60-33-5120
Total DUNDEE NAPA AUTO PARTS:			159.59		
FASTENAL COMPANY					
ILSOU165648	BOLTS FOR TRAILER BOARDS	01/21/2021	9.32		01-31-5120
ILSOU165699	MISC SUPPLIES	01/25/2021	9.32		01-31-5630
ILSOU165699	DRILL BITS	01/25/2021	67.14		01-31-5640
Total FASTENAL COMPANY:			85.78		
FEHR GRAHAM					
98817	SPEEDWAY, HIGGINS	01/31/2021	94.00		85-01-2381

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total FEHR GRAHAM:			94.00		
FERGUSON WATERWORKS #2516					
WA005752	WINTER GLOVES	02/09/2021	71.94		01-31-5630
WA005752	WINTER GLOVES	02/09/2021	71.94		60-33-5630
0383350	WATER METER	02/01/2021	1,016.16		60-33-5934
0384742	METER FLANGE KIT	01/29/2021	336.76		60-33-5934
0385078	WATER METER - RESIDENTIAL	02/05/2021	1,049.48		60-33-5934
Total FERGUSON WATERWORKS #2516:			2,546.28		
FIRST COMMUNICATIONS					
121168512	FAX HR	02/06/2021	9.93		01-12-5320
121168512	FAX PD	02/06/2021	9.93		01-21-5320
Total FIRST COMMUNICATIONS:			19.86		
G. W. BERKHEIMER CO. INC.					
820281	HEATER ELEMENTS -	02/09/2021	1,016.67		60-33-5110
Total G. W. BERKHEIMER CO. INC.:			1,016.67		
GALLS, AN ARAMARK COMPANY					
017496015	UNIFORM ALLOW. - POLICE	01/23/2021	101.00		01-21-5080
Total GALLS, AN ARAMARK COMPANY:			101.00		
H&H ELECTRIC CO.					
36297	STREET LIGHT MAIN	01/31/2021	1,208.00		15-01-5950
Total H&H ELECTRIC CO.:			1,208.00		
HACH CHEMICAL COMPANY					
12304666	SOFTWARE SUPPORT	01/30/2021	1,498.00		60-33-5290
Total HACH CHEMICAL COMPANY:			1,498.00		
HAWKINS, INC.					
4869248	WWTP CHEMICALS	01/22/2021	895.26		60-33-5651
Total HAWKINS, INC.:			895.26		
HEINZ, GERALD & ASSOC.					
19617	ENGINEERING NATIONAL TOOL	02/04/2021	5,598.00		32-38-5940
19615	CONSULTING PW	02/04/2021	620.00		60-33-5220
19620	855 E MAIN STREET	02/04/2021	77.50		85-01-2380
19616	SPEEDWAY	02/04/2021	155.00		85-01-2381
19621	250 PATRICIA	02/04/2021	143.50		85-01-2393
19619	590 HEALY	02/04/2021	2,283.50		85-01-2395
19622	CHICAGO NUT AND BOLTZ	02/04/2021	41.00		85-01-2396
19624	YULLIVAN CARRIERS	02/04/2021	41.00		85-01-2397
19625	MID AMERICA ELEV	02/04/2021	3,195.50		85-01-2399
19618	HIGHSTREET DEV	02/04/2021	310.00		85-01-2401
Total HEINZ, GERALD & ASSOC.:			12,465.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
HELPING HAND IT					
21-36315	IT SERVICES	01/23/2021	1,342.61		01-14-5286
2136304	IT SERVICES	01/21/2021	2,647.50		01-21-5286
21-36387	IT SERVICES	02/01/2021	2,517.47		01-21-5286
Total HELPING HAND IT:			6,507.58		
HIGH PSI					
70105	REPAIR PRESSURE WASHER	02/09/2021	310.00		01-31-5130
Total HIGH PSI:			310.00		
HUGHES ENVIRONMENTAL CONSULTING					
1026	SERVICES JAN 2021	01/31/2021	8,662.50		60-33-5290
Total HUGHES ENVIRONMENTAL CONSULTING:			8,662.50		
IL STATE POLICE BUREAU OF ID					
120120	LIQ LIC BG CHECK	12/01/2020	28.25		01-12-5290
Total IL STATE POLICE BUREAU OF ID:			28.25		
IMPACT NETWORKING					
1930093	COPIER COPIES CON	10/20/2020	51.00		01-12-5340
1930093	COPIER COPIES CON	10/20/2020	51.00		01-14-5340
1930093	COPIER COPIES CON	10/20/2020	51.00		01-25-5340
Total IMPACT NETWORKING:			153.00		
INTOXIMETERS, INC.					
672372	INTOXIMETERS	01/22/2021	8,500.00		01-21-5716
Total INTOXIMETERS, INC.:			8,500.00		
JNL CLIMATE CONTROL INC					
33104	HEATER REPAIR	02/09/2021	257.00		01-31-5110
33050	68 TOWER HEATER	02/04/2021	257.00		60-33-5110
Total JNL CLIMATE CONTROL INC:			514.00		
KUEPER NORTH AMERICAN, LLC					
3313	SNOWBLADE	02/03/2021	2,448.00		01-31-5160
Total KUEPER NORTH AMERICAN, LLC:			2,448.00		
M.E. SIMPSON COMPANY INC					
36274	LEAK DETECTIN SUR	01/31/2021	645.00		60-33-5290
Total M.E. SIMPSON COMPANY INC:			645.00		
NICOR GAS					
012921	NICOR S/W	01/29/2021	1,668.32		60-33-5510
Total NICOR GAS:			1,668.32		
PDC LABORATORIES, INC					
I9450831	WATER LAB TESTING	01/29/2021	145.00		60-33-5290

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
I9450832	WW LAB ANALYTICAL	01/29/2021	2,725.00		60-33-5290
Total PDC LABORATORIES, INC:			2,870.00		
QUAD COM 9-1-1					
21-EDPD-2	RADIO DISPATCH	02/01/2021	15,697.92		01-21-5360
Total QUAD COM 9-1-1:			15,697.92		
RALPH HELM, INC					
338196	EQUIP REPAIR PARTS	02/08/2021	17.92		01-31-5130
338197	EQUIP REPAIR PARTS	02/08/2021	16.99		01-31-5130
Total RALPH HELM, INC:			34.91		
RED WING SHOE STORE					
202102100201	UNIFORM SHOES - PETE	02/10/2021	217.32		01-31-5080
202102100201	UNIFORM SHOES - JESUS	02/10/2021	186.99		01-31-5080
Total RED WING SHOE STORE:			404.31		
SANTA'S VILLAGE					
10976	PLOWING	01/27/2021	2,343.75		01-31-5250
10978	PLOWING	02/01/2021	3,093.75		01-31-5250
11001	PLOWING	02/05/2021	1,125.00		01-31-5250
11022	SNOW PLOWING	02/09/2021	1,093.75		01-31-5250
Total SANTA'S VILLAGE:			7,656.25		
SARGENTS EQUIPMENT REPAIR					
IG02918	REPAIR BOBCAT	02/08/2021	238.84		01-31-5120
Total SARGENTS EQUIPMENT REPAIR:			238.84		
SCHOCK'S TOWING SERVICE INC.					
22960	TOWING POLICE	01/31/2021	85.00		01-21-5120
Total SCHOCK'S TOWING SERVICE INC.:			85.00		
SIMPLIFILE, LC					
15002753447	SUMMIT SQ FIRST AMEND FILI	02/02/2021	65.00		01-12-5290
15002753447	SUMMIT SQ EASEMENT FILING	02/02/2021	65.00		01-12-5290
Total SIMPLIFILE, LC:			130.00		
SIRCHIE FINGER PRINT LABORATORIES					
0478567-IN	EVIDENCE SUPPLIES	01/29/2021	424.34		01-21-5630
Total SIRCHIE FINGER PRINT LABORATORIES:			424.34		
STAPLES ADVANTAGE					
8061064630	OFFICE SUPPLIES PD	01/23/2021	143.43		01-21-5610
Total STAPLES ADVANTAGE:			143.43		
STEPHEN D. TOUSEY LAW OFFICES					
020121	PROSECUTION SERVICES	02/01/2021	750.00		01-21-5230

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total STEPHEN D. TOUSEY LAW OFFICES:			750.00		
THOMPSON ELEVATOR SERVICE					
21-0389	ELEVATOR INSP	02/03/2021	50.00		01-01-1112
Total THOMPSON ELEVATOR SERVICE:			50.00		
TLO LLC					
259283-20210	TLO DUES	02/01/2021	75.00		01-21-5410
Total TLO LLC:			75.00		
TOVAR SNOW PROFESSIONALS					
BM012821	REDEV AGMT REIMB	01/28/2021	19,500.00		42-01-5876
Total TOVAR SNOW PROFESSIONALS:			19,500.00		
TRAFFIC CONTROL & PROTECT					
106237	SIGN	02/08/2021	119.85		15-01-5950
Total TRAFFIC CONTROL & PROTECT:			119.85		
UNIQUE PRODUCTS (ELGIN PAPER COMPANY)					
406352	PD OFFICE SUPPLIES TOILET T	02/02/2021	122.27		01-21-5610
Total UNIQUE PRODUCTS (ELGIN PAPER COMPANY):			122.27		
US BANK					
ADBI34244322	ADOBE SOFTWARE	09/29/2020	252.73		01-12-5286
010721	CHICAGO TRIB	01/07/2021	27.72		01-12-5410
62956132	ZOOM	01/14/2021	14.99		01-12-5410
D01-3789443-6	AMAZON PRIME	01/20/2021	12.99		01-12-5410
D01-8405570-5	AMAZON PRIME	01/13/2021	1.99		01-12-5410
111354	FLOWERS	01/14/2021	69.06		01-12-5630
2993226	GFOA AWARD	12/23/2020	490.00		01-14-5210
122013202	CLASSES IJ	01/15/2021	547.28		01-14-5430
011421	MEMBERSHIP DUES PD	01/14/2021	150.00		01-21-5410
012221	TRAINING JM	01/22/2021	150.00		01-21-5430
30LALSAPJHG	TRAINING	12/30/2021	238.00		01-21-5430
CBA7L1WQL9	TRAINING	12/30/2020	238.00		01-21-5430
GG6UZDEEFR	TRAINING	12/30/2020	238.00		01-21-5430
WFGYNBP88K	TRAINING	12/30/2020	238.00		01-21-5430
100121556	EVIDENCE EQUIP	01/20/2021	139.02		01-21-5630
122820	PLAQUE	12/28/2020	60.00		01-21-5630
48822091	EVIDENCE SUPPLIES	01/20/2021	39.00		01-21-5630
781214697613	SHIPPING FED EX	01/04/2021	122.27		01-21-5680
781214697613	SHIPPING FED EX	01/04/2021	26.57		01-21-5680
020221	ICLOUD 50 GB STORAGE	02/02/2021	.99		01-31-5320
013121	REPLENISH IPASS	01/31/2021	50.00		01-31-5420
111-1636334-1	OFFICE SUPPLIES PW	01/21/2021	23.62		01-31-5610
15961767	TOOLS	01/05/2021	299.00		01-31-5640
JD76DYN2T2	FACEBOOK POST	12/04/2020	25.00		01-37-5331
MC11814489	SUBSCRIPTION	01/12/2021	38.24		01-37-5410
84791	CONF REGISTRATION	01/20/2021	50.00		01-37-5430
111-1636334-1	DICKENS STORAGE BOXES	01/21/2021	35.01		01-37-5610
111-4917987-8	TRUCK TOOL BOX #24	01/21/2021	449.00		60-33-5120

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
MSBSGZS8Q	GG APPLE STORAGE	01/19/2021	.99		60-33-5320
Total US BANK:			4,027.47		
US BANK EQUIPMENT FINANCE					
435255799	MPC4503 COPIER	02/03/2021	157.14		01-21-5340
435255799	MP2554 COPIER	02/03/2021	64.88		01-37-5340
Total US BANK EQUIPMENT FINANCE:			222.02		
USA BLUEBOOK					
493291	TRUCK PART #24	02/03/2021	38.61		60-33-5120
450279	WATER LAB SUPPLIES	12/17/2020	338.25		60-33-5630
481455	WATER LAB SUPPLIES	01/22/2021	655.52		60-33-5630
492923	WATER LAB SUPPLIES	02/03/2021	68.04		60-33-5630
Total USA BLUEBOOK:			1,100.42		
VALLEY HYDRAULIC SERVICE INC					
268412	PARTS FOR ACCESS FUEL TAN	01/29/2021	152.09		60-33-5120
Total VALLEY HYDRAULIC SERVICE INC:			152.09		
Grand Totals:			181,598.16		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.