

**VILLAGE OF ALGONQUIN  
VILLAGE BOARD MEETING**

**January 5, 2021**

**7:30 p.m.**

**2200 Harnish Drive**

In light of the current COVID-19 public health emergency, Governor J.B. Pritzker's Gubernatorial Disaster Proclamation, and the Village's Continuation of Proclamation of Local Disaster Emergency in response thereto, the Village President has determined that an entirely in-person meeting is not practical or prudent because of the disaster. This meeting will be held remotely and in-person, but there will be a limit of ten (10) in-person seats available for the public in the Village Board Room. The following information is being made available to the public for the purpose of public participation in the spirit of transparency and an open meeting process.

The complete Village Board packet is posted at the Algonquin Village Hall and may be viewed online via the Village Board's link on the Village's website, [www.algonquin.org](http://www.algonquin.org). If you would like to listen to the meeting, please go to <https://algonquin.zoom.us/j/93845968410> or dial in (877)853-5257, (888)475-4499, or (312)626-6799 **Webinar ID: 938 4596 8410**. If you wish to submit any public comment, please contact the Deputy Village Clerk in advance of the meeting at 847-658-5609 or [meetingcomments@algonquin.org](mailto:meetingcomments@algonquin.org) or during the to comment during the meeting public comment portion of the meeting after logging into the zoom meeting, please raise your hand and you will be called on, if you are dialing in, dial \*9 to raise your hand. The Village will attempt to read such public comments during the public commentary portion of the meeting. Any comments received during the meeting but after the public commentary portion has ended will be provided in writing to the Village Board members after the meeting.

Remote meetings will be recorded for the purpose of accurate meeting minutes.

**-AGENDA-**

- 1. CALL TO ORDER**
- 2. ROLL CALL – ESTABLISH QUORUM**
- 3. PLEDGE TO FLAG**
- 4. ADOPT AGENDA**
- 5. AUDIENCE PARTICIPATION**  
(Persons wishing to address the Board must register with the Village Clerk prior to call to order.)
- 6. CONSENT AGENDA/APPROVAL:**  
All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved and/or accepted by one motion with a roll call vote.
  - A. APPROVE MEETING MINUTES:**
    - (1) Village Board Meeting Held December 15, 2020
    - (2) Committee of the Whole Meeting Held December 15, 2020
- 7. OMNIBUS AGENDA/APPROVAL:**  
The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote.  
(Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)
  - A. ADOPT RESOLUTIONS:**
    - (1) Accepting and Approving an Agreement with Landscape Concepts for the Annual Tree Pruning Project in the Amount of \$84,221.50
- 8. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA**
- 9. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER**
  - A.** List of Bills Dated January 5, 2021 in the amount of \$3,263,646.75
- 10. COMMITTEE OF THE WHOLE:**
  - A. COMMUNITY DEVELOPMENT**
  - B. GENERAL ADMINISTRATION**
  - C. PUBLIC WORKS & SAFETY**
- 11. VILLAGE CLERK'S REPORT**
- 12. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED**
- 13. CORRESPONDENCE**
- 14. OLD BUSINESS**
- 15. EXECUTIVE SESSION: If required**
- 16. NEW BUSINESS**
  - (1) Pass a Resolution Accepting and Approving the Village of Algonquin to Enter into an Intergovernmental Grant Agreement with the Illinois Department of Commerce and Economic Opportunity for \$350,000 for the Impacted Business Relief Grant Program
- 17. ADJOURNMENT**



MINUTES OF THE REGULAR VILLAGE BOARD MEETING  
OF THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS  
MEETING OF DECEMBER 15, 2020  
HELD REMOTELY DUE TO COVID-19 EMERGENCY DECLARATION

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**CALL TO ORDER AND ROLL CALL:** Acting Village President Debby Sosine, called the meeting to order at 7:30 P.M. with Village Clerk, Maggie Auger, calling the roll.

Trustees Present: Laura Brehmer, Jerry Glogowski, Janis Jasper, John Spella, Jim Steigert and Acting Village President Debby Sosine. (A Quorum was established)

Staff in Attendance: Tim Schloneger, Village Manager; Mike Kumbera, Assistant Village Manager; Russ Farnum, Community Development Director; Police Chief, John Bucci; Robert Mitchard, Public Works Director; Kevin Crook, Chief Innovations Officer. Also in attendance, Village Clerk, Maggie Auger, Deputy Village Clerk, Michelle Weber, and Attorney, Kelly Cahill, arriving late.

**PLEDGE TO FLAG:** Clerk Auger led all present in the Pledge of Allegiance.

**ADOPT AGENDA:** Moved by Trustee Jasper, seconded by Trustee Glogowski, to adopt tonight's agenda. Roll call vote; voting aye –Brehmer, Glogowski, Jasper, Spella, Steigert, and Acting Village President Sosine.

Motion carried; 6-ayes, 0-nays.

**AUDIENCE PARTICIPATION:**

Chris Kious, Kane County Board, shared that he was elected as President of the Kane County Forest Preserve. He further stated there will be a CARES ACT tax allocation meeting on December 16, 2020 to approve Kane County business grants. A second round will be approved by the end of the year.

**CONSENT AGENDA:** The Items under the Consent Agenda are considered to be routine in nature and may be approved by one motion with a roll call vote.

**A. APPROVE MEETING MINUTES:**

- (1) Liquor Commission Special Meeting held on December 1, 2020
- (2) Village Board Meeting held on December 1, 2020
- (3) Committee of the Whole Meeting held on December 8, 2020

**B. VILLAGE MANAGERS REPORT FOR THE MONTH OF NOVEMBER 2020**

Moved by Trustee Spella, seconded by Trustee Glogowski, to approve the Consent Agenda of December 15, 2020.

Roll call vote; voting aye –Brehmer, Glogowski, Jasper, Spella, Steigert, and acting Village President Sosine.

Motion carried; 6-ayes, 0-nays.

**OMNIBUS AGENDA:** The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote.

(Following approval, the Village Clerk numbers all Ordinances and Resolutions in order)

**A. PASS ORDINANCES:**

- (1) **2020-O-38:** Pass an Ordinance for the Levy of Taxes for the Village of Algonquin, McHenry and Kane Counties, Illinois for 2020.

- (2) **2020-O-39:** Pass and Ordinance Amending the Liquor License Fee for the 2021 Renewal of Class A, A-1, A-3, A-4A, A-4B, and F.

**B. ADOPT RESOLUTIONS:**

- (1) **2020-R-69:** Pass a Resolution Accepting and Approving an Agreement with Sutton Ford of Matteson, Illinois for the Purchase of a 2021 F550 Chassis 4x4 Super Cab Truck in the amount of \$43,852.00.
- (2) **2020-R-70:** Pass a Resolution Accepting and Approving an Agreement with EJ Equipment for the Up-fitting of the Utilities on-call Truck in the amount of \$34,074.00.
- (3) **2020-R-71:** Pass a Resolution Accepting and Approving an Amendment to Resolution 2020-R-30, adding change order #1for cementitious lining of Manholes 300VF of Manhole at \$134.00 per Vertical Foot in the Addiional Amount of \$40,200.00

Moved by Trustee Brehmer, seconded by Trustee Spella, to approve the Omnibus Agenda for December 15, 2020.

Roll call vote; voting aye –Brehmer, Glogowski, Jasper, Spella, Steigert, and acting Village President Sosine.

Motion carried; 6-ayes, 0-nays.

**DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA**

NONE

**APPROVAL OF BILLS:** Moved by Trustee Glogowski, seconded by Trustee Brehmer, to approve the List of Bills for payment for December 15, 2020 in the amount of \$1,932,614.98 including payroll expenses as recommended for approval.

Roll call vote; voting aye – Trustee Brehmer, Glogowski, Jasper, Spella, Steigert, and Acting Village President Sosine.

Motion carried; 6-ayes, 0-nays.

**PAYMENT OF BILLS:**

**FUND DESCRIPTION**

GENERAL	\$106,982.27
MFT	237,386.24
STREET IMPROVEMENT	1,494,070.06
SWIMMING POOL	420.32
PARK IMPROVEMENT	143,257.36
WATER & SEWER	360,775.85
WATER & SEWER IMPROVEMENT	3,019,021.54
BUILDING MAINT. SERVICE	8,508.46
VEHICLE MAINT. SERVICE	<u>16,167.61</u>
TOTAL ALL FUNDS	\$5,386,589.71

**COMMITTEE REPORTS & CLERK'S REPORTS:**

**UNDER COMMITTEE OF THE WHOLE** - NONE

A. COMMUNITY DEVELOPMENT

B. GENERAL ADMINISTRATION

C. PUBLIC WORKS & SAFETY

## VILLAGE CLERK'S REPORT

Clerk Auger announced future meetings.

### STAFF REPORTS:

#### ADMINISTRATION:

Mr. Schloneger:

- 1) Village of Algonquin is hoping to get an update from the State of Illinois on Friday regarding the CARES ACT stimulus funds. We have 10 applications. If approved, Grant Agreements will be prepared and presented to the Village Board.

Mr. Kumbera:

- 1) Preliminary budget for 2021-2022 complete.
- 2) Wrapping up the 2020 Algonquin Community Survey, all results are in and results to be presented to the Board in January.

#### COMMUNITY DEVELOPMENT: Russ Farnum

- 1) ALDI is wrapping up and shooting for an opening date of January 7, 2021.
- 2) Trails of Woodscreek requested permits for the first three model homes.
- 3) Elf on the Shelf successful with an overwhelming amount of goodies for the basket.
- 4) 207 S. Main work underway, building being converted to apartment upstairs and law office downstairs.
- 5) @Properties will be going into an open commercial space near Randall and County Line.

#### POLICE DEPARTMENT: John Bucci

- 1) The PD is working to hire two probationary officers for the January 2021 police academy – 1 individual has successfully completed all of the required testing and one individual is still going through the background check. They hope to have the individuals hired on to the PD in the near future.
- 2) The PD, with the assistance of HR, is working to schedule the eligibility list for Police Officers – due to COVID, we are being creative with the testing sights to be able to host the testing and maintain social distancing and abide by the rules to ensure the health and safety to all individuals taking the test.

#### PUBLIC WORKS: Mr. Mitchard

- 1) Terrace Hill Subdivision bridge work continues, back fill done, clean up started, road closed for winter.
- 2) Several complaints from homeowners across the creek regarding noise, debris, storage of materials and work hours. Public Works is working to satisfy these issues.
- 3) Trails of Woods Creek – the water main near Frank Rd. & Prestwick Blvd is well underway. Dealing with some noise complaints.
- 4) Stage 3 wet utility on LaFox- work continues on the lift station, sanitary sewer flowing now. Contractors working on clean up at Harrison & Algonquin Rds.
- 5) Public Works staff working on the 2021-2022 budget.
- 6) Public Works staff is working on the design of the Woods Creek Liftstation.
- 7) One resignation in the department due to personel issues, wished him well.
- 8) Two staff members in utility department recently had surgeries. Their assignments are being covered by existing personal.

#### CORRESPONDENCE & MISCELLANEOUS:

Trustee Glogowski surveyed traffic count numbers and reported the following:

Dec. 11, 2020 Friday at 1:00 PM to 1:30 PM

Bunker Hill west/east and Fairway View north/south: 44 west, 26 east, 6 north and 5 south

Dec. 11, 2020 Friday at 1:35 PM to 2:05 PM

Bunker Hill west/east and Clover north/south: 78 west, 54 east, 11 north and 8 south

Dec. 14, 2020 Monday at 1:00 PM to 1:30 PM

Huntington Dr. west/east and Butterfield Dr. north/south: 48 west, 34 east, 6 north and 5 south

Dec. 15, 2020 Tuesday at 1:40 PM to 2:10 PM

Bunker Hill west/east and Clover north/south: 82 west, 65 east, 15 north and 14 south

**OLD BUSINESS:**

(1) Motion to Adopt the eighth continuation of Proclamation of Local Disaster Emergency in the Village of Algonquin, Illinois, effective 1/1/2021 through 3/16/2021.

Moved by Trustee Glogowski, seconded by Trustee Stiegert, to approve the Adoption of the eighth continuation of the Proclamation of local Disaster Emergency in the Village of Algonquin, Illinois.

Roll call vote; voting aye –Brehmer, Glogowski, Jasper, Spella, Steigert, and acting Village President Sosine.

Motion carried; 6-ayes, 0-nays.

**EXECUTIVE SESSION:** None

**NEW BUSINESS:**

(1) Passing an Ordinance Amending Chapter 43.39B Annual Fee, Requiring Video Gaming Terminal Operators to Share the Expense of the Establishment Video Gaming Municipal License.

Michelle Weber explained the need for the Amendment to the Ordinance. Recent changes to the Illinois Gaming Board requires the Establishment to pay the annual License fee unless mandated by the municipality. Currently Algonquin does not require the Terminal Operator to pay any portion of the Municipal License Fee. By accepting this Ordinance, the Terminal Operator as well as the Establishment will each pay 50% of the per terminal license fee.

Following discussion and clarification it was moved by Brehmer, seconded by Jasper to pass an Ordinance (**2020-O-40**) Amending Chapter 43.39 B. Annual Fee, Requiring Video Gaming Terminal Operators to Share the Expense of the Establishment Video Gaming Municipal License

Roll call vote; voting aye –Brehmer, Glogowski, Jasper, Spella, Steigert, and acting Village President Sosine.

Consensus; 6-ayes, 0-nays.

**ADJOURNMENT:** There being no further business, it was moved by Trustee Brehmer, seconded by Trustee Glogowski, to adjourn.

Roll call vote; voting aye – Trustees Brehmer, Glogowski, Jasper, Spella, Steigert, and acting Village President Sosine.

Motion carried; 6-ayes, 0-nays

The meeting was adjourned at 8:00 PM.

Submitted:

\_\_\_\_\_  
Clerk, Maggie Auger

Approved this 5th day of January, 2021

\_\_\_\_\_  
Acting Village President, Debby Sosine



**Village of Algonquin  
Minutes of the Committee of the Whole Meeting  
Held On December 15, 2020  
Held Remotely (R) due to COVID 19**

**AGENDA ITEM 1:** Roll Call to Establish a Quorum

Trustee Jasper, Chairperson, called the Committee of the Whole meeting to order at 8:01 p.m.

Present: Trustees Laura Brehmer (R), Jerry Glogowski (R), Janis Jasper (R), John Spella (R), Jim Steigert (R), and Acting President Debby Sosine. A quorum was established

Staff Members Present: Village Manager, Tim Schloneger; Assistant Village Manager, Michael Kumbera; Public Works Director, Bob Mitchard; Community Development Director, Russ Farnum; Police Chief, John Bucci; Chief Innovation Officer, Kevin Crook; Village Clerk, Maggie Auger, Deputy Village Clerk, Michelle Weber; and Village Attorney, Kelly Cahill.

**AGENDA ITEM 2:** Public Comment – Audience Participation  
None

**AGENDA ITEM 3:** Community Development  
None

**AGENDA ITEM 4:** General Administration  
None

**AGENDA ITEM 5:** Public Works & Safety- Bob Mitchard  
Scheduled for this year is pruning zone #3A, 3B and 3C, which includes the following subdivisions: Manchester Lakes, Prestwicke, Terrace Hill, Terrace Lakes, The Coves, Fairway View Estates, Woods Creek Valley Estates, and Creekside. Public works processed a request for proposals for the annual tree-pruning program, and got bids from Landscape Concepts, Trees R Us, Winkler’s Tree and Kramer Tree. Lowest price and under budget was Landscape Concepts.

Mr. Mitchard investigated the references for Landscape Concepts of Grayslake, IL. and all responses have been very positive. They seem to be well known and qualified to do the work. The budget for this work was \$130,000.

Mr. Mitchard recommend the Village Board award this work for \$84,221.50 to Landscape Concepts Management of Grayslake, IL, well under budget.

**Discussion:** Trustee Brehmer asked about having a certified Arborist on the premises during the pruning. Mr. Mitchard assured her that Algonquin has many Certified Arborists and at least one will be at the location on a daily basis.

Trustee Jasper, Chairperson of the meeting, asked for a consensus.

Roll Call Vote: voting aye: Brehmer, Glogowski, Jasper, Spella, Steigert & Acting President Sosine

Consensus: 6 -ayes, 0 -nays

**AGENDA ITEM 7:** Executive Session  
None

**AGENDA ITEM 8:** Other Business  
None

**AGENDA ITEM 9:** Adjournment

There being no further business, Chairperson Jasper adjourned the meeting at 8:08 p.m.

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Submitted: Maggie Auger, Village Clerk





2021 - R -  
VILLAGE OF ALGONQUIN  
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Landscape Concepts for the Annual Tree Pruning Project in the Amount of \$84,221.50 attached hereto and hereby made part hereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021

APPROVED:

(seal)

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Debby Sosine, Acting Village President

ATTEST:

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Maggie Auger, Village Clerk



**VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)**

<b>Effective Date:</b> 12/8/20, 20 20		<b>Purchase Order No.</b>
<b>Project:</b> Annual Tree Pruning Program 2020-21	<b>Location:</b> Pruning Zone #3	
<b>Originating Department:</b>		Public Works
<b>Owner</b>	<b>Consultant/Vendor</b>	<b>Developer</b>
<b>Village of Algonquin</b> Address: 110 Meyer Dr. Algonquin, IL. 60102 <b>Phone:</b> 8476582754 <b>Fax:</b> <b>Contact:</b> steveludwig@algonquin.org	<b>Name:</b> Landscape Concepts Management <b>Address:</b> 31745 N. Alleghany Rd. Grayslake, IL. 60030 <b>Phone:</b> 847 223 3800 <b>Fax:</b> <b>Contact:</b> jmlmass@landscapeconcepts.com - Jenna Lass	<b>(where applicable)</b>  <b>Phone:</b> <b>Fax:</b> <b>Contact:</b>

**COST OF WORK**

**The Contract Price of the Work under this Purchase Agreement is:** \$ 84,221.50

**SCOPE OF WORK:**

**Furnish the Work/items described below in accordance with the following plans and specifications:**

- ☒ **General Contract, dated \_\_\_\_\_, 20\_\_**      ☒ **Specification No(s): \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_**
- ☒ **Plans dated : \_\_\_\_\_**      ☒ **Addendum No(s): \_\_\_\_\_**
- ☒ **Other:** Per attached specification

**The Scope of the Work and prices under this Purchase Agreement are for the duration of project:**

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	Per Specification	Annual tree pruning program per specification and submitted proposal pricing	\$ 84,221.50 <b>NOT TO EXCEED</b>	\$ 84,221.50
			<b>TOTAL</b>	\$ 84,221.50

**NOTES:**

- 1) The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner. Payment is based upon the attached Schedule of values and reimbursables.
- 2) No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner. Consultant/Vendor shall notify the Owner when the value of the Services performed equals eighty percent (80%) of the Contract Sum, at which point the Owner, Developer and Consultant/Vendor shall determine the time remaining on the Project for which Consultant/Vendor Services are or may be required, and the sufficiency of the Developer escrow account regarding payment for such Services.

**WARRANTIES and INDEMNIFICATION**

Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

**THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required.**

**ACCEPTANCE OF PURCHASE AGREEMENT**

The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

**CONSULTANT/VENDOR:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Representative of Vendor authorized to execute Purchase Agreement

**OWNER:**

Village of Algonquin  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

## SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Consultant/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.
- 3. Familiarity With Plans; Qualifications:** Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant/Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes:** This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.
- 8. Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant/Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner.
- 9. Consultant/Vendor Warranty:** Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.

**10. Insurance:**

10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

10.2 Consultant/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

**11. Indemnity:** Consultant/Vendor hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

**12. Term and Termination:** The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.

**13. Remedies:** Consultant/Vendor shall, for the duration of this Purchase Agreement, at the discretion of the Owner and at the expense of Consultant/Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Consultant/Vendor thereunder. In the event Consultant/Vendor fails to perform under this Purchase Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.

**14. Compliance With Laws:** During the performance hereunder, Consultant/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

**15. Notices:** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.

**16. Records, Reports and Information:** Consultant/Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Consultant/Vendor and the results thereof. Consultant/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Consultant/Vendor on a mutually agreed date and time.

**17. Assignment:** Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

**18. Limitation Of Liability:** In no event shall the Owner be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.

**19. Waiver:** Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Consultant/Vendor and Owner with respect to such future performance shall continue in full force and effect.

**20. Controlling Law, Severability:** The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

**CONSULTANT/VENDOR:**

---

Date

**VILLAGE OF ALGONQUIN**  
**PURCHASE ORDER INSURANCE REQUIREMENTS**

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

1. **Commercial General Liability Insurance**

Limits: Each Occurrence and in the Aggregate      \$1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence      \$1,000,000

3. **Workers Compensation/Employers Liability Insurance**

Limits: Coverage A      Statutory  
Limits: Coverage B      \$1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

4. **Umbrella Excess Liability Coverage**       *Required if an "x"*

Limits: Each Occurrence and in the aggregate      \$2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

5. **Professional Liability Coverage** *(required if professional services are being provided)*

Limits: Each Occurrence      \$1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.

E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:

1. allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance; or
2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.

F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.

G. Such insurance coverages and limits are minimums, and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.

H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.

I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.





# Village of Algonquin

The Gem of the Fox River Valley

## REQUEST FOR PROPOSAL

The Village of Algonquin is receiving proposals for Tree Pruning Services. Proposals must be received no later than **12/4/2020 at 3 P.M.** Proposals will be reviewed no later than **12/7/2020 at 3 P.M.** at which time the Village will consider awarding the work to the least costly of the three most qualified (as determined by the Village) proposers. The Village may, at its discretion, award all, some, or none of the work. These seasonal services shall begin no later than Monday, January 4, 2020.

## INFORMATION TO PROPOSERS

1. PROPOSAL INFORMATION:
  - A. Proposals, to receive consideration, **MUST** be received prior to the time specified in the request. Proposals received after the specified hour will not be accepted. Mailed proposals, which are delivered after the specified hour, will not be accepted regardless of postmarked time on the envelope. Digital submissions are preferred. Proposals may be submitted to: [stevludwig@algonquin.org](mailto:stevludwig@algonquin.org).
  - B. Unless otherwise specified, providers **MUST** use the proposal form furnished by the Village. Failure to do so may cause proposal to be rejected. Removal of any part of the proposal may invalidate the proposal.
  - C. Paper proposals having any erasures or corrections **MUST** be initialed by the provider in ink. Proposals must be signed. Awarded work will require a purchase agreement, which will include the proposed pricing and specifications. This purchase agreement must be signed in ink prior to commencing the work. **A digital version of the proposal sheet will be provided upon request.**
  - D. Proposal **MUST** include the location and description of the proposer's permanent place of business.
  - E. Proposal **MUST** provide five (5) references where similar services have been performed in comparable economic scope. "Municipal" references are to be provided if able.
  - F. Proposals should include additional evidence tending to show that the proposer is adequately prepared to fulfill the contract. **This shall include the typical number of employees assigned to the work each day of the week,** and the typical equipment compliment provided each day.
  - G. Proposals **MUST** include a signed copy of the Non-Collusion Certification form (included in specifications)
  - H. This maintenance work is not required to be quoted at prevailing wage rates.
2. PRICES AND SERVICES TO BE FIRM: Proposers warrant by virtue of proposal that prices, terms, and conditions quoted in the proposal will be firm for acceptance for a period of ninety (90) days from the date of proposal opening, unless otherwise agreed to by the Village or the proposer collectively.



3. **SIGNATURE REQUIRED:** All quotations and proposals **MUST** be signed by an officer or employee having authority to bind the company or firm by his signature.
4. **VARIATIONS TO SPECIFICATIONS:** For purposes of evaluation, the proposer **MUST** indicate any variations from the Village's specifications terms, and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with the Village's specifications, terms, and conditions.
5. **TAXES:** The Village of Algonquin is exempt from the payment of Illinois Sales Taxes.
6. **SIGNED PROPOSAL CONSIDERED AN OFFER:** The signed proposal shall be considered an offer on the part of the proposer, which offer shall be deemed accepted upon the approval of the Village of Algonquin, and in case of a default on the part of the proposer or contractor after such acceptance, the Village of Algonquin may take such action, as it deems appropriate including legal action for damages or specific performance.
7. **PRICES FOR THE WORK:** The Village shall pay, and the contractor shall receive, the prices stipulated in the proposal made a part thereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the contractor under and as required by the contract.
8. **PAYMENT OF INVOICES:** Once a month, except as hereinafter provided, the contractor shall submit to the Village, an invoice for payment for the months' work performed.

The Village will make payments to the contractor within 30 calendar days after the approval by the Village of the contractor payment request. No payment shall constitute an acceptance of any work not in accordance with the contract documents.

9. **FAILURE TO COMPLETE WORK ON TIME:** This contract is not assignable by contractor, provided, however, subcontracting is allowed as specified herein. If the contractor shall assign this contract, or abandon the work, or shall neglect or refuse to comply with the instructions of the Village relative thereto, or shall fail in any manner to comply with the specifications or stipulations herein contained, or if at any time the Village shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public, or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the contractor to that effect. If the contractor does not, within forty-eight (48) hours thereafter, take such measures as will in the judgment of the Village insure the satisfactory completion of the work within the prescribed time, or prevent unnecessary inconvenience to the public, or prevent unnecessary expense to the Village, the Village may put on the necessary forces, at the cost to the contractor, to correct such delay or the Village may declare the contractor to be in default and terminate the contract as provided for herein.
10. **STANDARD BOND REQUIREMENTS**

**A. Performance Bond**

The successful bidder shall furnish a performance bond equal to the amount of the contract for the year, acceptable to the Village, within 14 calendar days after notification of contract award. Such performance bond shall be issued by a surety company licensed to do business in the State of Illinois with a general rating of A minus or better in Best's Insurance Guide.

11. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance when required. The contractor shall be liable for any damages or loss to the Village occasioned by negligence of the proposer (or his agents or any person the provider has designated in the completion of services as a result of this proposal). Contractor shall provide the Village of Algonquin a certificate of insurance naming the Village as an additional insured as outlined below. Contractor is to maintain this coverage

from the commencement of work until completion. The contractor shall pay the cost of this insurance. Minimum insurance required of all contractors and vendors is noted below in the “Purchase Order Insurance Requirements” section.

12. **HOLD HARMLESS:** Contractor agrees to indemnify, save harmless, and defend the Village of Algonquin, its agents, servants, and employees from any and all lawsuits, claims, demand, liabilities, losses, or expenses which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.
13. **RESERVATIONS, REJECTIONS, AND AWARD:** The Village of Algonquin reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and reserves the right to award the contract for services or equipment to the provider the Village deems will best serve its interests.
14. **SPECIFICATIONS:** Any omission of detail specifications stated herein that would render the materials/services/equipment inappropriate for use as specified will not relieve the provider from responsibility.
15. **EQUAL OPPORTUNITY CLAUSE:** In the event of the proposer or contractor’s non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Commission Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the Village of Algonquin.
16. **ANTI-COLLUSION STATEMENT:** The signed proposer shall not divulge, discuss, or compare his proposal with other proposers and shall not collude with any other proposer or parties.
17. **PRE-PROPOSAL QUESTIONS:** Any questions regarding proposals should be directed to the General Services Superintendent, Steve Ludwig at [steveldudwig@algonquin.org](mailto:steveldudwig@algonquin.org), or (847) 658-2754.

#### **TREE PRUNING OPERATIONS SPECIFICATIONS**

1. **Contract Term:** Pruning for 2020/21 is to be performed between December 15, 2020 and April 15, 2021. Upon agreement of both parties, after the conclusion of one successful season of provision of service, the contract may be extended up to two additional pruning seasons at rates as submitted on the proposal.
2. **Working Hours:** Contractors must complete all operations involving powered equipment between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday.
3. **Unsatisfactory Performance:** The Village shall notify the contractor of any unsatisfactory performance. The contractor shall have 48 hours to correct the problem. The Village reserves the right to terminate the contract on fifteen (15) days written notice if the contractor fails to meet the specifications of this proposal at the sole discretion of the Village.
4. **Contractor Representative:** The contractor shall provide a representative, available by telephone, during regular business hours. The point of contact shall have authority to make decisions binding the contractor as it relates to this proposal.
5. **Extent of Services:** The Village reserves the right to modify the work quantity in any way. Quantities listed for each season are estimates and may not fully reflect the total work, or available funding for each season. Actual quantities and available budgets will be related prior to the commencement of work.

6. Reports: Contractor shall provide a detailed monthly (or more often if requested) service report outlining services and billing for the services provided during that previous month. Reports shall include as a minimum: size, quantity, and location of each tree serviced.
7. Employees: Contractor shall maintain all necessary licenses to perform the work as required. All employees shall be properly supervised by a qualified International Society of Arboriculture Certified Arborist, and uniformed at all times.
8. Equipment and Vehicles: Equipment shall be maintained in good condition with blades sharpened to ensure a neat, clean cut. Equipment shall not be refueled or otherwise maintained in grassy areas. Equipment shall be moved to a hard surface for servicing and any spills cleaned up immediately. All guards, shields, and safety mechanisms must be in place and utilized to protect workers and the public. Work must be performed in a manner that any debris is thrown away from nearby persons or property and debris will not be discharged on to private property.
9. References: The contractor shall provide a minimum of five (5) references, preferably related municipal contracts, with the company/ client name, address, contact person, and phone number. In addition, include a brief description of the services and dates of services provided and annual contract value.

### **Description of Services**

The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that pruning is performed in a manner that will maintain a healthy, clean, and professional appearance.

### **General Requirements**

1. Pre-Tree Trimming Operations Meeting

The successful contractor shall be required to attend a meeting scheduled by the Village of Algonquin prior to performing any tree-trimming operations. A written trimming schedule shall be submitted to the Village at this meeting. If the contractor finds it necessary to deviate from this schedule, the Village is to be notified prior to any changes being made. The Village shall be notified at least seven (7) working days prior to the start of tree trimming operations. Attendance by the contractor at this meeting declares that the contractor has carefully examined the proposal, plans, specifications, standards, form of contract and supplemental specifications and the contractor understands that he waives all right to plead misunderstanding regarding tree trimming operations and contract procedures.

2. Observance of Laws, Ordinances, and Regulations

The contractor at all times during the term of this contract shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

3. Protection of the Public

Public safety is of the utmost importance. The contractor shall exercise all necessary caution to protect pedestrian traffic and the motoring public. The contractor shall be responsible for maintain proper traffic control and is required to comply with all OSHA, ANSI, and IDOL trade standards as well as all safety laws of the Federal, State, local and Village governments. The current specification of the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition shall apply to the maintenance operation. Proper warning signs and devices are required during all hours of tree trimming operations. The

contractor shall make every effort to insure that driveway aprons and the street are not obstructed with branches and materials that would prevent residents from entering and leaving their property.

4. Protection of Public and Private Property

All necessary and reasonable precautions shall be taken to avoid damage to existing structures, plants, and lawns. Any pavements, sodded and planted areas, structures and substructures, which are disturbed during the execution of any work, shall be restored to their original condition or better by the contractor. Should any damage or unauthorized disturbance to and public property (including pavements and sidewalks) or utility facility occur, the contractor shall immediately notify the owner of the property or facility as well as the Village of Algonquin Public Works Department.

5. Protection of Overhead Utilities

Contract tree trimming operation will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility company if damage should occur and shall be responsible for damage due to contractors operations. The contractor shall make arrangement with the appropriate utility company for removal of all necessary limbs and branches, which may conflict with, or create a personal injury hazard in conducting the trimming operations of this contract.

6. Street Closures

Closure of any street or lane shall not be permitted unless authorized by the Director of Public works. If approval is granted, all proper barricading and detouring of traffic shall be accomplished in conformance with the latest edition of the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations.

7. Work Crew Supervision

The contractor shall provide supervision of each crew at all times while working in the Village. Each supervisor must have an up to date Certified Arborist designation, must be able to converse in the English language and shall be authorized to accept and act upon directives issue by the village or their designee. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential injury, proper damage, or safety hazards. All employees of the contractor, working in the Village, are expected to conduct themselves in a safe, friendly, and professional manner. The contractor shall immediately notify the Village of any accidents or injuries and provide all pertinent information in a written report. This report shall include, but not be limited to location of the accident or injury, nature of the accident, vehicles involved, and other information requested by the Village. Neither the contractor, nor his agents or employees shall solicit gratuities of any kind for the performance of any work included in the contract. Violation of the provision of this item shall be grounds for termination of this contract.

8. Hours of Operation

All contractor tree-trimming operations shall be performed between the hours of 7:00 A.M. and 4:00 P.M., Monday through Friday. Not tree trimming operations shall be performed on Saturdays, Sundays, or legal holidays unless requested in writing and approved by the Director of Public Works. All scheduled tree trimming operation shall be completed by April 15<sup>th</sup> of the contract year.

9. Resident Notification and Contact

Contractor's crewmembers are likely to have contact with the Village resident during the performance of pruning operations and are expected to respond to residents in a courteous and professional manner. Residents in areas schedule for contract tree trimming operations will receive information from the Village prior to pruning activities. Copies of the information will be provided to the contractor at the pre-tree trimming meeting for furnishing to residents who may not have received the information. Additionally, the contractor will be provided with a phone number of Village personnel for referring resident questions, concerns, etc.

10. Inspections by Village Personnel

The Village at any time, during and/or following tree trimming operations shall inspect the sites, trees, contractors trimming practices, etc., to determine contractor compliance with specifications, requirements, and ordinances. Follow up corrections requested or required are incidental to the contract.

11. Right to Suspend Work

The Village reserves the right to suspend the work, wholly or in part, for such period of time as may be necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work; or until such time necessary by reason of failure on the part of the contractor to carry out direction given, or to perform any or all provisions of the contract. No additional compensation shall be paid to the contractor because of such suspension.

12. Licenses and Permits

Should it be necessary for tree trimming operations to occur on rights-of-way under the jurisdiction of an entity other than the Village of Algonquin, it shall be the responsibility of the contractor to obtain all necessary permits, lane closure permits, and other needed authorization to conduct trimming operation on these rights-of-way. The contractor shall provide all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

13. Subcontracts

The contractor shall not be allowed to subcontract work under this contract unless written approval is granted by the Director of Public Works. The subcontractor, as approved, shall be bound by the conditions of the contract between the Village and the contractor. All require notices, work orders, directives and requests will be directed to the Contractor. All direction given to the subcontractor in the field shall bind the contractor as if notice had been given directly to the contractor.

14. Severability

If any portion of this contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the contract shall remain in full force and effect.

15. Concurrent Operations

This a non-exclusive contract with the Village. The Village reserves the right to use other contractors or its own employees to perform tree trimming or tree maintenance work similar to that being performed under terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the contractor to cease performance of work as directed.

16. Location and Scheduling of Work

The anticipated areas to be trimmed have been indicated in the trimming schedule exhibit A, attached hereto. This schedule is provided for estimating quantities for tree trimming to be accomplished throughout the term of the contract and is to be used for the purpose of comparing bids only. The Village reserves the right to change, add, or delete areas or quantities to be trimmed in each of the scheduled years as it deems to be in its best interest. The amount of tree trimming to be performed each year is conditioned upon the total amount of funds budgeted and approved for tree trimming in each fiscal year. Upon approval of the proposal, the Village shall give notice to the contractor of the areas to be trimmed, the approximate number of each size of tree to be trimmed in the areas, and the total amount of the annual trimming contract, which shall not be exceeded by the contractor. The contractor shall submit, for approval, a schedule of the trimming operations. All trimming shall be completed no later than April 15<sup>th</sup> of each year. Unless otherwise authorized by the Director, failure of the contractor to comply with the approved trimming schedule shall be sufficient cause to give notice that the contractor is in default of the contract. The contractor shall not exceed the total annual monetary amount authorized. The Village reserves the right to alter any forms issued for us under this contract as needed in order to insure the collection of all data necessary to update records and evaluate contractor performance.

17. Prohibited Equipment

The contractor shall not allow any person to use shoes with spikes, spurs, climbing irons, or any other footwear that may cause injury to the trees under the terms of this contract.

18. Overnight Parking on Street

No vehicles or equipment shall be parked overnight in the street or parkway without prior authorization of the director of Public Works. The Village may, or may not, provide overnight locations for staging of equipment locally.

19. Pruning Requirements

All tree trimming shall be done in accordance with the following:

- a. ANSI A300 (Part 1) - 2017 Pruning
- b. ANSI Z133 – 2017
- c. Best Management Practices 3<sup>rd</sup> Edition - 2019, International Society of Arboriculture

Tree trimming/ pruning operation shall include maintenance pruning consisting of crown cleaning, crown thinning, crown raising, crown restoration, as well as the removal all objectionable branches otherwise described as dead, dying, diseased, interfering , and weak branches. All tree trimming/pruning operations shall be accomplished within the following requirements:

- a. Collar cuts shall be made to promote wound closure under normal conditions. Wound paint/dressing shall not be utilized, unless specified by the Village.
- b. Branches and limbs larger than 1 inch in diameter shall be precut (undercut) to prevent splitting or tearing of the bark. All pruned limbs/branches shall be remove from the crown of the tree prior to the end of day's operations.
- c. Branches in excess of 4 inches in diameter shall be lowered to the ground with ropes or other mechanical devices/equipment.
- d. At least one of all crossing or rubbing branches shall be removed.



- e. To the extent possible, all tree trimming operations shall be conducted in an effort to achieve the natural form and shape of the tree. Pruning operations shall leave 50% of the foliage evenly distributed in the lower 66% of the trees crown. Pruning operations shall not remove more than 25% of the total tree foliage in a single year.
- f. Limbs shall be removed which overhand building so as to provide a minimum of ten (10) feet of clearance between the building and remaining limbs. Exceptions to this requirement may be made when the removal of a sound limb will greatly detract from the overall appearance of the tree. In those cases where determination cannot be easily made, the Village shall be consulted.
- g. Water sprouts and suckers shall be removed from the trunk and main laterals.

20. Equipment

Equipment used by the contractor for pruning shall be of sufficient type, capacity, and quantity to safely and efficiently perform the pruning work as specified. Under no circumstances shall any motorized equipment be permitted to be driven on parkways, driveways, or public areas while performing work under the provisions of this contract. All equipment to be used by the contractor shall be listed and supplied in writing with the proposal. All such equipment is subject to the inspection and final approval of the Village. Such approval may require on site demonstration of the capability of any proposed equipment to provide satisfactory performance. Testing and certification records for equipment may also be requested/required. In the event the contractor's equipment breaks down in the field or otherwise, the contractor will supply replacement equipment within twenty-four (24) hours of the breakdown.

21. Clean Up and Disposal

All material and/or debris produces as a result of tree trimming operation shall be removed from site each evening prior to work crews leaving the site. All lawn areas shall be raked, all streets and sidewalks swept, and all brush, branches and logs shall be removed from the parkway at the end of the day's operation. Areas experiencing trimming operations are to be left in a condition equal to that which existed prior to the commencement of trimming operations. Proposer is advised that the proposal includes contractor/proposer hauling and disposal of all tree debris at legal disposal locations of the contractors/proposer's choice, with all associated costs being the responsibility of the contractor/proposer and included in the proposed pricing. No temporary storage of material and/or debris will be permitted on Village sites or work areas.

22. Aerial Line Clearance

It shall be the responsibility of the contractor to make special arrangements as needed with the utility companies to provide clearance around their aerial facilities. All pruning shall be done in a manner so as not to endanger the aerial facilities or persons working on this project. All relate tree trimming/pruning operations shall be accomplished with the following requirement:

- a. Attention is to be give to the extent possible to present a symmetrical appearance after the tree is reduced from proximity to the overhead utility lines. Trees should be shaped to remain in an appearance that is shapely and typical of their species. Sides shall be reduced in order to maintain a tree like form.
- b. Care should be taken in pruning thin bark trees. The minimum amount of limbs shall be removed to obtain the effect desired without admitting excessive sunlight to the trunk of the tree or to the top of the large branches.
- c. Trees shall not be reduce by more than 1/3 of the total area existing prior to trimming.



23. Precautions

The contractor shall take all necessary steps and precautions to protect the trees from insect and disease damage that may be caused by the contractor trimming operations. The following minimum precautions shall be taken:

- a. Trees and branches having thin bark and being susceptible to sun scald shall be trimmed during the dormant season so that damage will be minimized.
- b. Trees suspected of being infected or diseased shall be trimmed in a manner to minimize the spread of the infection or disease. Tools and other equipment capable of transmitting the infection or disease shall be disinfected with alcohol after each cut has been made and shall be thoroughly cleaned after each tree had been trimmed.
- c. Elm trees susceptible to Dutch Elm Disease shall not be trimmed between the period of May 1 through October 15 without direction of the Village.

24. Notice of Defective Trees

During tree trimming operations, the contractor shall provide written notice to the Village of the locations of all trees suspected of being diseased or infected, structurally weak, having split crotches or branches, and having decayed trunks or branches.

25. Inspection of Work

All phases of the parkway tree trimming operations performed under this contract will be subject to inspection by and with the approval of the Village. The Village shall have the right to inspect any materials or equipment to be used for the duration of the contract. The contractor shall be responsible for the quality and standards of all materials, equipment, components, or completed work finished under this contract up to the time of final acceptance by the Village. Items not complying therewith may be rejected by the Village and be replaced by the contractor at no cost to the Village.

26. Measurement and Payment

Tree trimming shall be paid for at the contract unit cost each for tree trimming of the size class specified and multiplied by quantity of trees trimmed. The classification of each tree will be based on the diameter of the tree measured at breast height (DBH). DBH of tree shall be measured at a height of 4.5 feet above the average ground level of the tree. Multi-stemmed trees having a crotch less than 4.5 feet above the ground shall be measured at the height of one foot below the crotch. It is the contractor's responsibility to ensure that the measurements are consistent for accurate and proper billing. The information that the Village initially provides is strictly based upon measurements taken within the last 12 months prior to assigning the seasons work according to this request for a proposal. Any inconsistencies with measurement information shall be brought to the attention of the Village prior to billing.

The contractor shall submit invoices on a monthly basis. Payment of such invoices shall be made within thirty (30) days after receipt and following the satisfactory inspection of completed work to permit the updating of necessary records that allow for invoice verification. All invoices shall contain trimming dates, address, number of trees at address, species, DBH, and invoice amount.

**Size Classes by DBH**

- 0-6 inches
- 6(+)-12 inches

- 12(+)-18 inches
- 18(+)-24 inches
- 24(+)-36 inches
- 36 inch or greater

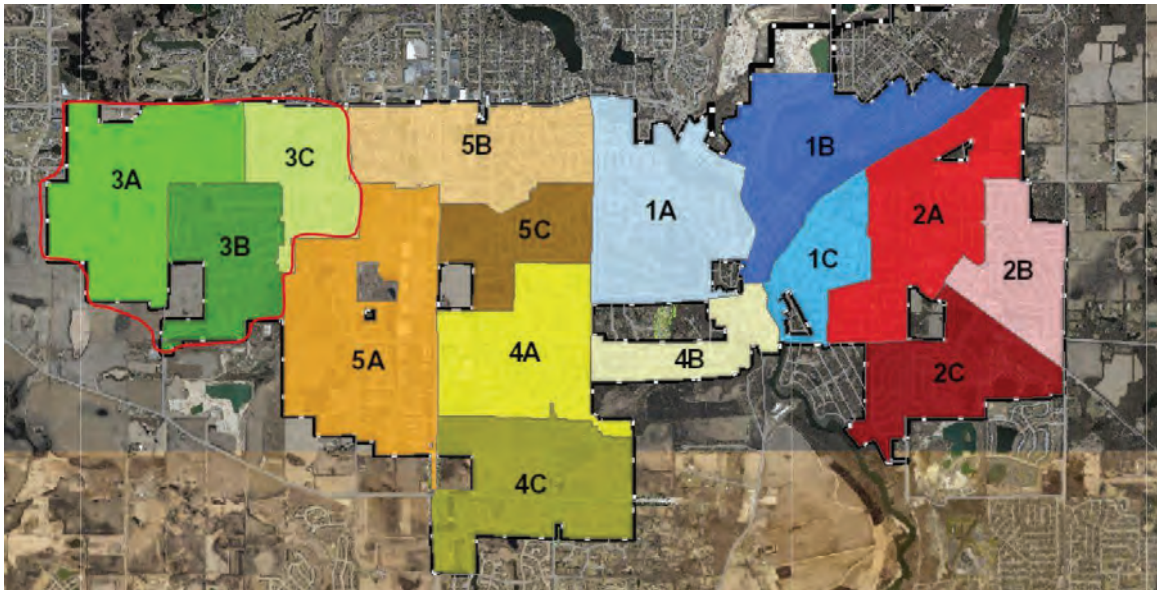
27. Terms of Contract

The initial term of this contract shall be a one (1) year period expiring May 1, 2021. Upon mutual agreement of both parties, the contract may be extended up to two additional years at the same unit pricing. The amount of work to be completed in each year of the contract is solely dependent upon the funds appropriated each year by the Village Board for the purposes of contractual tree trimming. This contract places no obligation on the Village to appropriate funds for said work. It is understood by the contractor that the quantities listed in the trimming schedule is an estimate of the work to be completed during each year and are only listed for the comparison of bids and use of preparing annual budgets. The Village reserves the right to add and delete quantities to this contract as it deems in the best interest of the Village.

**Any questions relative to this document should be addressed to:**

Steve Ludwig, Village of Algonquin General Services Superintendent  
(847) 658-2754 ext. 411, or [steveludwig@algonquin.org](mailto:steveludwig@algonquin.org)

**Exhibit A – Trimming Zones 3A, 3B, and 3C**



# Proposal Form – Tree Pruning 2020-21

Firm Name, Address, and Phone Number:

Date:

Authorized Signature:

Tree Size	Estimated Quantity	Unit Price	Total Price
0-6 Inches	1422		
6-12 Inches	2250		
12-18 Inches	481		
18-24 Inches	15		
24-36 Inches	2		
Greater than 36 Inches	0		
	2020-21 total cost:		

**VILLAGE OF ALGONQUIN  
PURCHASE ORDER INSURANCE REQUIREMENTS**

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

**1. Commercial General Liability Insurance**

Limits: Each Occurrence and in the Aggregate \$1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

**2. Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

**3. Workers Compensation/Employers Liability Insurance**

Limits: Coverage A Statutory

Limits: Coverage B \$1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

**4. Umbrella Excess Liability Coverage** *– Required if an “x”*

Limits: Each Occurrence and in the aggregate \$2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary noncontributory basis.

**5. Professional Liability Coverage** *(required if professional services are being provided)*

Limits: Each Occurrence \$1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall be provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.

E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:

1. allowing work by Contractor or any subcontractor of any tier to start before

receipt of Certificates of Insurance; or

2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.

F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.

G. Such insurance coverages and limits are minimums, and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.

H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.

I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

**NON-COLLUSION CERTIFICATION  
FOR  
VILLAGE OF ALGONQUIN LANDSCAPE MAINTENANCE BID**

By Submission of this proposal, the Proposer \_\_\_\_\_ certifies,  
Name of Proposer

That (s)he is \_\_\_\_\_ of \_\_\_\_\_ and,  
Title Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

(A) - (S)he is the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above;

Or

(B) - (S)he is not the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1-4) above.

# Schedule C

## **Insurance Requirements – Vendor/Services**

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### **Required Insurance:**

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Vendor:

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner
  - a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.
  - b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
  - c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.
  - d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

VOA: \_\_\_\_\_

\_\_\_\_\_ : \_\_\_\_\_



**Evidence of Insurance.**

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.
3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.
5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.
6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.
8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

**General Insurance Provisions**

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.
4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.

VOA: \_\_\_\_\_

\_\_\_\_\_ : \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Crystal IBC, LLC 32 Old Slip Fl 17 New York NY 10005	<b>CONTACT NAME:</b> Kaitlyn Murphy	
	<b>PHONE (A/C, No, Ext):</b> 212-504-1802	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> Kaitlyn.Murphy@alliant.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> National Fire Insurance Compan		20478
<b>INSURER B:</b> Continental Insurance Company		35289
<b>INSURER C:</b> Federal Insurance Company		20281
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b> Landscape Concepts Management, Inc. 31745 N Alleghany Road Grayslake, IL 60030	<b>HEARLLC-02</b>	<b>CERTIFICATE NUMBER:</b> 435779641	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		6080865978	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6080865950	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		79836548	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	6080865995	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Auto physical damage coverage is self-insured by Named Insured.

Village of Algonquin is included as additional insured under the General Liability coverage, where required by written contract or agreement. Ongoing and completed operations is afforded. The insurance provided shall be primary and any other insurance maintained by the Additional Insured is excess and non-contributory. Contractual liability is Included, Waiver of Subrogation applies as required by contract with respect to Workers' Compensation policy. Umbrella Liability follows form. 30 days' notice of cancellation applies in accordance with the terms and conditions of the policy.

<b>CERTIFICATE HOLDER</b>  Village of Algonquin Algonquin Public Works Department 110 Meyer Dr. Algonquin IL 60102	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
  - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B.** additional insured coverage with "arising out of" language; or
  - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
  - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2 Endorsement No:  
National Fire Insurance Company of Hartford  
Insured Name: US Facility Services, LLC

Policy No: 6080865978

14

Effective Date: 06/01/2020





**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury or property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2 Endorsement No:  
National Fire Insurance Company of Hartford  
Insured Name: US Facility Services, LLC

Policy No: 6080865978

14  
Effective Date: 06/01/2020





Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

Table with 26 rows listing various insurance coverage items such as Additional Insureds, Bodily Injury, Broad Knowledge of Occurrence, etc.

30020004960806772496517



CNA74705XX (1-15)

Page 1 of 17 Endorsement No: National Fire Insurance Company of Hartford Insured Name: US Facility Services, LLC

Policy No: 6080865978

6 Effective Date: 06/01/2020



**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**D. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The



**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**E. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**H. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:





**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
  - a. on the effective date of this **Coverage Part**; or



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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
- b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

**k. Damage to Your Product**

**Property damage to your product** arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

**l. Damage to Your Work**

**Property damage to your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or





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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

**B.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

**C.** This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

## 7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## 8. ELECTRONIC DATA LIABILITY

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National Fire Insurance Company of Hartford  
Insured Name: US Facility Services, LLC

Policy No: 6080865978

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Effective Date: 06/01/2020





## Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

**Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

## 9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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**claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.





Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
  - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
  - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:

## i. add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

## a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and





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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage or personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. **LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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**Contractors' General Liability Extension Endorsement****j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



**Contractors' General Liability Extension Endorsement**

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., **Damage To Premises Rented To You Limit**, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the **Damage To Premises Rented To You Limit** is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The **Damage To Premises Rented To You Limit** is the greater of:

- a. \$500,000; or
- b. The **Damage To Premises Rented To You Limit** shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

**16. LIQUOR LIABILITY**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**17. MEDICAL PAYMENTS**

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.





**Contractors' General Liability Extension Endorsement**

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**18. NON-OWNED AIRCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

**Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
  - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:





Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

- C. This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply if Coverage B –Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

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**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor





Contractors' General Liability Extension Endorsement

2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Endorsement Expiration Date:

Policy No: 6080865995

Policy Effective Date: 06/01/2020

Policy Page: 22 of 34



# Village of Algonquin

The Gem of the Fox River Valley

December 30, 2020

Village President and Board of Trustees:

The List of Bills dated 1/5/21, payroll expenses, and insurance premiums totaling \$3,263,646.75 are recommended for approval. For your information, this list of bills includes the following, which are not typical in the day-to-day operations of the Village.

Applied Ecological	\$ 6,625.00	Targeted Phragmite Control
B & B Holiday Decorating	31,847.00	2020 Holiday Decorating
H Linden & Sons	230,852.99	PRV Replacement Program Year 1
H R Green, Inc.	10,139.66	Scott, Schuett & Souwanas Street
Hayes Industries	104,231.92	Downtown Streetscape Utilities Stage 3
Martam Construction	4,839.04	High Hill Dam Maintenance
Metro Strategies	3,000.00	Public Relations November 2020
Metro Strategies	5,166.62	Downtown Streetscape 1D
Midland Standard	23,461.00	Downtown Streetscape 1D
Morrow Brothers	97,530.00	2020 Ford Squad Cars (3)
Northwestern Medicine	4,914.00	2021 Wellness Portal
Rondo Enterprise	7,091.00	2021 PJ Trailer
Trine Construction	1,196,552.90	IEPA – Downtown Streetscape Stage 3
Trotter & Associates	4,173.50	Phosphorus Discharge Optimization
Williams Brothers Construction	625,902.18	IEPA - WWTP Improvement Phase 6B

Please note:

The 12/31/2020 payroll expenses totaled \$549,298.22.

January 2021 insurance premiums to IPBC totaled \$159,718.69.

This List of Bills excludes payments that are processed automatically and recorded by journal entry. These payments include postage permit costs and bank/collection fees. Information on these expenses are available upon request.

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

Tim Schloneger  
Village Manager

TS/mjn

# Village of Algonquin

## List of Bills 1/5/2021

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
3M					
SIGN MATERIAL	3,486.77	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	9409828581	50210125
	<b>Vendor Total: \$3,486.77</b>				
ALEXANDER EQUIPMENT CO INC					
RESHARPEN STUMP GRINDER TEETH	1,336.50	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	172272	29210112
	<b>Vendor Total: \$1,336.50</b>				
AMERICAN SOLUTIONS FOR BUSINESS					
SIZE 10 WINDOW ENVELOPES	328.75	GS ADMIN - EXPENSE GEN GOV PRINTING & ADVERTISING	01100100-42243-	INV04926775	10210277
	<b>Vendor Total: \$328.75</b>				
APPLIED ECOLOGICAL SERVICES					
STONEBROOK PARK IMPROVEMENTS	994.75	PARK IMPR - EXPENSE PUB WORKS ENGINEERING/DESIGN SERVICE!	06900300-42232-P2103	004917	40210324
SPELLA DETENTION RETROFIT	1,000.00	PARK IMPR - EXPENSE PUB WORKS INFRASTRUCTURE MAINT IMPRO	06900300-43370-	005082	40210330
TARGETED PHRAGMITE CONTROL	6,625.00	PARK IMPR - EXPENSE PUB WORKS INFRASTRUCTURE MAINT IMPRO	06900300-43370-	005151	40210345
	<b>Vendor Total: \$8,619.75</b>				
ARAMARK UNIFORM SERVICES					
MAT SERVICES - PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000048479	28210002
MAT SERVICES - PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000051767	28210002
MAT SERVICES - GMC	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000048481	28210002
MAT SERVICES - GMC	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000051770	28210002
MAT SERVICES - WWTF	33.56	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000051732	28210002
MAT SERVICES - PW	57.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000048480	28210002
MAT SERVICES - PW	57.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000051768	28210002
SHOP TOWELS	28.20	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	610000048449	29210005
		VEHCL MAINT-REVENUE & EXPENSES			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SHOP TOWELS	28.20	UNIFORMS & SAFETY ITEMS	29900000-47760-	610000051734	29210005
		GENERAL SERVICES PW - EXPENSE			
UNIFORMS GENERAL SERVICES	62.92	UNIFORMS & SAFETY ITEMS	01500300-47760-	610000048472	50210103
		GENERAL SERVICES PW - EXPENSE			
UNIFORMS GENERAL SERVICES	62.92	UNIFORMS & SAFETY ITEMS	01500300-47760-	610000051754	50210103
		GENERAL SERVICES PW - EXPENSE			
UNIFORMS GENERAL SERVICES	79.93	UNIFORMS & SAFETY ITEMS	01500300-47760-	610000048468	50210103
		GENERAL SERVICES PW - EXPENSE			
UNIFORMS GENERAL SERVICES	79.93	UNIFORMS & SAFETY ITEMS	01500300-47760-	610000051750	50210103
		WATER OPER - EXPENSE W&S BUSI			
UNIFORMS - WATER/SEWER	83.42	UNIFORMS & SAFETY ITEMS	07700400-47760-	610000048478	70210227
		WATER OPER - EXPENSE W&S BUSI			
UNIFORMS - WATER/SEWER	83.42	UNIFORMS & SAFETY ITEMS	07700400-47760-	610000051766	70210227
		SEWER OPER - EXPENSE W&S BUSI			
UNIFORMS WWTP	44.83	UNIFORMS & SAFETY ITEMS	07800400-47760-	610000048455	70210248
		SEWER OPER - EXPENSE W&S BUSI			
UNIFORMS WWTP	44.83	UNIFORMS & SAFETY ITEMS	07800400-47760-	610000051736	70210248
		BLDG MAINT- REVENUE & EXPENSES			
UNIFORM SERVICES - BLDG & MAIN	38.77	UNIFORMS & SAFETY ITEMS	28900000-47760-	610000055241	29210035
		VEHCL MAINT-REVENUE & EXPENSES			
UNIFORM SERVICES - BLDG & MAIN	90.47	UNIFORMS & SAFETY ITEMS	29900000-47760-	610000055241	29210035
		BLDG MAINT- REVENUE & EXPENSES			
UNIFORM SERVICES - BLDG & MAIN	38.77	UNIFORMS & SAFETY ITEMS	28900000-47760-	610000048460	29210035
		VEHCL MAINT-REVENUE & EXPENSES			
UNIFORM SERVICES - BLDG & MAIN	90.47	UNIFORMS & SAFETY ITEMS	29900000-47760-	610000048460	29210035
		BLDG MAINT- REVENUE & EXPENSES			
UNIFORM SERVICES - BLDG & MAIN	38.77	UNIFORMS & SAFETY ITEMS	28900000-47760-	610000051744	29210035
		VEHCL MAINT-REVENUE & EXPENSES			
UNIFORM SERVICES - BLDG & MAIN	90.47	UNIFORMS & SAFETY ITEMS	29900000-47760-	610000051744	29210035
<b>Vendor Total: \$1,233.90</b>					
ATLAS BOBCAT LLC					
		VEHICLE MAINT. BALANCE SHEET			
544 C/S POWER BOBTACH REPAIR	3,707.54	OUTSOURCED INVENTORY	29-14240-	707358	29210119
<b>Vendor Total: \$3,707.54</b>					
B&B HOLIDAY DECORATING LLC					
		GENERAL SERVICES PW - EXPENSE			
2020 HOLIDAY DECORATING-S MAIN & R	1,940.00	PROFESSIONAL SERVICES	01500300-42234-	1270	50210123
		GENERAL SERVICES PW - EXPENSE			
2020 HOLIDAY DECORATING	7,476.75	PROFESSIONAL SERVICES	01500300-42234-	1198	50210122
		GENERAL SERVICES PW - EXPENSE			
2020 HOLIDAY DECORATING	8,972.10	PROFESSIONAL SERVICES	01500300-42234-	1196	50210122
		GENERAL SERVICES PW - EXPENSE			
2020 HOLIDAY DECORATING	13,458.15	PROFESSIONAL SERVICES	01500300-42234-	1197	50210122

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$31,847.00</b>					
CALL ONE INC					
12/15/20 STATEMENT	113.46	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	356688	10210285
12/15/20 STATEMENT	299.48	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	356688	10210285
12/15/20 STATEMENT	319.40	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	356688	10210285
12/15/20 STATEMENT	539.85	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	356688	10210285
12/15/20 STATEMENT	706.36	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	356688	10210285
12/15/20 STATEMENT	5,115.88	ALARM LINES	01200200-42215-	356688	10210285
12/15/20 STATEMENT	126.29	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	356688	10210285
12/15/20 STATEMENT	122.75	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	356688	10210285
12/15/20 STATEMENT	36.10	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	356688	10210285
12/15/20 STATEMENT	117.73	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	356688	10210285
12/15/20 STATEMENT	448.43	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	356688	10210285
<b>Vendor Total: \$7,945.73</b>					
CDW LLC					
SHARKFIN ANTENNA	235.65	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	5048204	10210222
CRADLEPOINT NET CLOUD	1,312.71	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	5050913	10210222
<b>Vendor Total: \$1,548.36</b>					
CERTIFIED BALANCE & SCALE					
CALIBRATION OF LAB EQUIPMENT	309.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	24500	70210264
<b>Vendor Total: \$309.00</b>					
CERTIFIED FLEET SERVICES INC					
AIR HORN REPAIR KIT	253.72	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	S15974	29210022
<b>Vendor Total: \$253.72</b>					
CHICAGO PARTS & SOUND LLC					
BATTERY SCRAP	-56.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1CR0029952	29210078
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BATTERY SCRAP	-72.00	INVENTORY	29-14220-	1CR0030066	29210078
BATTERY	120.82	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1-0176647	29210078
BATTERY	241.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1-0176478	29210078
<b>Vendor Total: \$234.46</b>					
CHRISTOPHER B BURKE ENG LTD					
20 WASHINGTON ACQUISITION	160.00	STREET IMPROV- EXPENSE PUBWRKS LAND ACQUISITION	04900300-45595-	162457	10210283
HARNISH DRIVE SECTION 1	1,375.25	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S1832	162454	40210341
IN HOUSE ENGINEERING	7,100.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-	162455	40210323
IN HOUSE ENGINEERING	3,050.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-	162455	40210323
RT 62 BRIDGE DECK OVERLAY	1,500.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2101	162455	40210323
SLEEPY HOLLOW CONSTRUCTION	2,000.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S1983	162455	40210323
TERRACE HILL STREET IMPROVEMENT	25,391.82	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S1633	162461	40210325
<b>Vendor Total: \$40,577.07</b>					
COMCAST CABLE COMMUNICATION					
12/7/20-1/6/21 PUBLIC WORKS	16.88	PWA - EXPENSE PUB WORKS EQUIPMENT RENTAL	01400300-42270-	8771 10 012 0277023	10210033
12/22/20-1/21/21 HVH	108.35	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	8771 10 002 0416275	10210031
12/14/20-1/13/21 POOL	108.35	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	8771 10 002 0452635	10210037
12/11/20-1/10/21 WTP #1	148.35	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0436950	10210032
12/12/20-1/11/21 WTP #3	148.35	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0443121	10210036
12/1/20-12/31/20 STATEMENT	167.05	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	112519778	10210284
12/1/20-12/31/20 STATEMENT	683.43	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	112519778	10210284
12/1/20-12/31/20 STATEMENT	649.86	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	112519778	10210284
12/1/20-12/31/20 STATEMENT	783.69	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	112519778	10210284
12/1/20-12/31/20 STATEMENT	1,385.86	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	112519778	10210284



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
12/1/20-12/31/20 STATEMENT	210.19	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	112519778	10210284
12/1/20-12/31/20 STATEMENT	961.94	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	112519778	10210284
12/1/20-12/31/20 STATEMENT	181.50	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	112519778	10210284
12/1/20-12/31/20 STATEMENT	339.16	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	112519778	10210284
<b>Vendor Total: \$5,892.96</b>					
COMMONWEALTH EDISON					
11/10/20-12/11/20 HUNTINGTON BOOSTEF	296.57	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0101073045	70210025
11/9/20-12/10/20 WOODS CREEK LS	625.37	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0107108145	70210079
11/11/20-12/14/20 901 SANDBLOOM ROAD	533.74	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0112085088	70210026
11/10/20-12/11/20 WILBRANDT REAR TOW	28.05	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	0249109037	10210007
11/10/20-12/11/20 5625 EDGEWOOD DR	16.30	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	0254089033	50210014
11/10/20-12/11/20 STONEGATE PRV	84.11	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0282127066	70210243
11/10/20-12/11/20 HANSON TOWER	182.73	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1697161042	70210027
11/10/20-12/11/20 MCCD TRAILHEAD	40.50	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	2073075100	50210089
11/10/20-12/11/20 SPRINGHILL/COUNTY LI	62.39	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2079003028	70210028
11/10/20-12/11/20 JACOBS TOWER	155.26	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2355094078	70210029
11/10/20-12/11/20 LOWE DRIVE LS	56.28	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3027111096	70210030
11/10/20-12/11/20 CHARGING STATIONS	289.68	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3139139140	50210015
11/10/20-12/11/20 N RIVER ROAD LS	68.87	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3153024057	70210031
11/10/20-12/11/20 RT 31 & RT 62 ST LIGHT	125.81	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3886048007	50210031
11/10/20-12/11/20 STREET LIGHTS	1,112.98	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4473011035	50210017
11/10/20-12/11/20 BRITTANY HILLS LS	46.03	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	4483077090	70210024
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
11/10/20-12/11/20 COPPER OAKS TOWER	169.80	ELECTRIC	07700400-42212-	4777074007	70210032
11/4/20-12/7/20 WELL #13	219.56	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5151039132	70210035
11/10/20-12/11/20 RIVERFRONT LS	107.16	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5743051108	70210033
11/10/20-12/11/20 HILLSIDE BOOSTER	227.13	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5743093053	70210034
<b>Vendor Total: \$4,448.32</b>					
CORE & MAIN LP					
GROUND WIRE FOR METERS	210.00	WATER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07700400-43348-	N504316	70210276
<b>Vendor Total: \$210.00</b>					
CORINNE GERSTMAYR					
REGISTRAR RENEWAL MILAGE	21.47	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	12/08/20 MILEAGE	10210288
<b>Vendor Total: \$21.47</b>					
CRITICAL REACH INC					
2021 APBNET ANNUAL SUPPORT	550.00	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	1063	10210280
<b>Vendor Total: \$550.00</b>					
CRYSTAL VALLEY BATTERIES INC					
12 VOLT BATTERY	26.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1903701041742	29210116
<b>Vendor Total: \$26.00</b>					
DARREN B MEYERS					
PLAN REVIEWS PULTE TWC ENERGY	750.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	1136	30210033
<b>Vendor Total: \$750.00</b>					
DLS INTERNET SERVICES					
1/25/21-2/25/21 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1592044	10210004
1/25/21-2/25/21 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1592044	10210004
1/25/21-2/25/21 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1592044	10210004
1/25/21-2/25/21 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1592067	10210004
1/25/21-2/25/21 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1592067	10210004
1/25/21-2/25/21 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1592067	10210004

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1/25/21-2/25/21 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1592070	10210004
1/25/21-2/25/21 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1592070	10210004
1/25/21-2/25/21 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1592070	10210004
1/25/21-2/25/21 AT&T BROADBAND	40.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1592068	10210004
1/25/21-2/25/21 AT&T BROADBAND	5.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1592068	10210004
1/25/21-2/25/21 AT&T BROADBAND	5.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1592068	10210004
1/25/21-2/25/21 AT&T BROADBAND	119.19	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1592066	10210004
1/25/21-2/25/21 AT&T BROADBAND	14.90	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1592066	10210004
1/25/21-2/25/21 AT&T BROADBAND	14.90	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1592066	10210004
1/25/21-2/25/21 AT&T BROADBAND	119.19	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1592069	10210004
1/25/21-2/25/21 AT&T BROADBAND	14.90	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1592069	10210004
1/25/21-2/25/21 AT&T BROADBAND	14.90	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1592069	10210004
	<b>Vendor Total: \$377.98</b>				
DOJES FORENSIC SUPPLIES					
EVIDENCE SUPPLIES	234.31	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	22001	20210096
	<b>Vendor Total: \$234.31</b>				
DYNEGY ENERGY SERVICES					
11/11/20-12/13/20 ALGONQUIN SHORES L	795.37	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0033167056	70210098
11/10/20-12/10/20 BRAEWOOD LS	1,049.80	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0813024065	70210099
11/10/20-12/10/20 CARY BOOSTER	751.75	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1263068132	70210107
11/10/20-12/10/20 COUNTRYSIDE BOOSTE	142.33	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	3909078023	70210100
11/9/20-12/9/20 GRAND RESERVE LS	684.05	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	1784099011	70210101
11/11/20-12/13/20 POOL	117.35	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	4484041003	10210102
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
11/10/20-12/10/20 WELL #9	1,149.01	ELECTRIC	07700400-42212-	1753062020	70210102
11/4/20-12/6/20 WELL #15	1,025.67	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4111038007	70210103
11/10/20-12/10/20 ZANGE BOOSTER	432.56	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2425109004	70210104
<b>Vendor Total: \$6,147.89</b>					
EJ EQUIPMENT INC					
BULK STEEL	600.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P03285	29210109
<b>Vendor Total: \$600.00</b>					
ELINEUP LLC					
SOFTWARE MAINTENANCE 2021	600.00	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	880	20210094
<b>Vendor Total: \$600.00</b>					
ELIZABETH BECKERT					
REGISTRAR RENEWAL MILAGE	19.89	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	12/7/20 MILAGE	10210289
<b>Vendor Total: \$19.89</b>					
ENCAP INC					
CREEKS CROSSING PARK IMPROVEMEN	1,000.00	PARK IMPR - EXPENSE PUB WORKS INFRASTRUCTURE MAINT IMPRO	06900300-43370-	6868	40210344
<b>Vendor Total: \$1,000.00</b>					
ENVIRONMENTAL PRODUCTS & ACCESSORIES L					
CLAMP/FLUSHING NOZZLE	161.39	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	249333	70210268
<b>Vendor Total: \$161.39</b>					
EXXON MOBIL					
GAS FOR SQUADS	177.46	POLICE - EXPENSE PUB SAFETY FUEL	01200200-43340-	7187859226125291012	10210263
<b>Vendor Total: \$177.46</b>					
FISHER AUTO PARTS INC					
MARINE TERMINAL	5.60	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-553648	29210097
EXHAUST CLAMP	9.27	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-554322	29210097
EXHAUST HANGER	12.16	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-554325	29210097
OIL FILTER	12.50	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-552993	29210097
BEARING	12.94	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-552950	29210097



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BEARING	14.66	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-553792	29210097
FUEL FILTER/OIL FILTER	17.81	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-554401	29210097
LIGHT BULBS	19.81	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-553272	29210097
BEARING	22.20	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-553468	29210097
FUEL WATER FILTER/FUEL FILTER	28.31	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-554227	29210097
FUEL WATER FILTER/COOLANT FILTER	31.43	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-554150	29210097
FUEL FILTER/AIR FILTER	54.04	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-553273	29210097
DISC BRAKE PADS & ROTOR	118.02	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-552935	29210097
WIPER BLADES/OIL FILTERS	138.49	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-553557	29210097
AIR FILTERS/OIL FILTER	145.38	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-554236	29210097
DISC BRAKE PADS & ROTOR/OIL FILTER	270.49	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-554217	29210097
<b>Vendor Total: \$913.11</b>					
GASVODA & ASSOCIATES					
WTP #2 CHLORINE PUMP	2,693.03	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	INV2002542	70210273
<b>Vendor Total: \$2,693.03</b>					
GOVTEMPSUSA LLC					
11/30/20-12/13/20 PARCH	1,575.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	3643576	30210030
11/30/20-12/13/20 BLANCHARD	3,329.20	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	3643575	30210030
<b>Vendor Total: \$4,904.20</b>					
GRAINGER					
EAR PLUG DISPENSER REFILL	349.16	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	9737457169	70210270
<b>Vendor Total: \$349.16</b>					
H LINDEN & SONS SEWER AND WATER INC					
PRV REPLACEMENT PROGRAM YEAR 1	230,852.99	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W2003	Algonquin 2	40210327
<b>Vendor Total: \$230,852.99</b>					
H R GREEN INC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SCOTT, SCHUETT & SOUWANAS STREET	10,139.66	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-S1852	137147	40210331
<b>Vendor Total: \$10,139.66</b>					
HAYES INDUSTRIES					
DOWNTOWN STREETScape STAGE 3	6,540.46	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W1953	49984	40210353
DOWNTOWN STREETScape STAGE 3	6,911.63	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W1953	49982	40210352
DOWNTOWN STREETScape STAGE 3	6,916.14	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER COLLECTION	12900400-45526-W1943	49988	40210334
DOWNTOWN STREETScape STAGE 3	6,987.78	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER COLLECTION	12900400-45526-W1943	49983	40210332
DOWNTOWN STREETScape STAGE 3	6,995.14	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W1953	49974	40210336
DOWNTOWN STREETScape STAGE 3	7,250.49	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W1953	49978	40210349
DOWNTOWN STREETScape STAGE 3	7,252.07	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W1953	49973	40210335
DOWNTOWN STREETScape STAGE 3	7,264.72	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W1953	49980	40210350
DOWNTOWN STREETScape STAGE 3	7,589.18	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W1953	49976	40210347
DOWNTOWN STREETScape STAGE 3	7,645.51	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W1953	49977	40210348
DOWNTOWN STREETScape STAGE 3	7,655.44	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER COLLECTION	12900400-45526-W1943	49987	40210333
DOWNTOWN STREETScape STAGE 3	7,755.73	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W1953	49981	40210351
DOWNTOWN STREETScape STAGE 3	8,451.65	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W1953	49975	40210346
DOWNTOWN STREETScape STAGE 3	9,015.98	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W1953	49985	40210354
<b>Vendor Total: \$104,231.92</b>					
HD SUPPLY FACILITIES MAINTENANCE LTD					
STETHOSCOPE	29.95	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	437101	70210274
PVC SADDLE	171.11	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	437360	70210275
WRENCH/VALVE KEY/COUPLING	189.63	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	430088	70210272
LAB SUPPLIES	571.69	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	425851	70210266
<b>Vendor Total: \$962.38</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
IL STATE POLICE BUREAU OF IDENTIFICATION					
LIQUOR LICENSE BACKGROUND	120.00	GEN FUND REVENUE - GEN GOV LICENSES	01000100-32085-	03578 OCTOBER 2020	20210036
<b>Vendor Total: \$120.00</b>					
ILLINOIS SECRETARY OF STATE					
SQUAD #207 COVERT PLATES & TITLE	301.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	2020 FORD FUSION	29210122
<b>Vendor Total: \$301.00</b>					
ILMO PRODUCTS CO					
GAS FOR INTOX	104.95	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	01172207	20210093
<b>Vendor Total: \$104.95</b>					
IT SUPPLIES INC					
PRINTER INK	405.00	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	ITS000000511585	50210119
<b>Vendor Total: \$405.00</b>					
J C SCHULTZ ENTERPRISES INC					
FLAGS	637.46	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	0000473952	28210075
<b>Vendor Total: \$637.46</b>					
KONEMATIC INC					
DOOR MAINT & REPAIRS - PD DOORS	512.43	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	889911	28210005
<b>Vendor Total: \$512.43</b>					
LAUTERBACH & AMEN LLP					
PAYROLL SERVICES NOVEMBER 2020	3,356.50	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	51605	10210023
PAYROLL SERVICES NOVEMBER 2020	719.25	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	51605	10210023
PAYROLL SERVICES NOVEMBER 2020	719.25	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	51605	10210023
<b>Vendor Total: \$4,795.00</b>					
LEACH ENTERPRISES INC					
RETURNED CARTRIDGE AND CLAMP	-77.63	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	968555	29210049
CORE CARTRIDGE	65.49	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	968454	29210049
O-RING/SWIVEL/WIRE	84.30	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	968916	29210049
DRYER CORE/CARTRIDGE CORE	375.18	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	969299	29210049



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$447.34</b>					
LRS HOLDINGS LLC					
20-00000-00-GM STREET SWEEPING	10,098.20	MFT - EXPENSE PUBLIC WORKS MAINT - STREETS	03900300-44428-	PS350879	40210328
<b>Vendor Total: \$10,098.20</b>					
LYNN RADELOFF					
REGISTRAR RENEWAL MILAGE	21.29	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	12/10/20 MILEAGE	10210290
<b>Vendor Total: \$21.29</b>					
MACCARB INC					
CO2 FOR BIOMIST	113.55	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	INV012727	28210049
<b>Vendor Total: \$113.55</b>					
MANSFIELD OIL COMPANY					
FUEL	667.81	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	22106245	29210009
FUEL	2,445.08	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	22106244	29210009
<b>Vendor Total: \$3,112.89</b>					
MARTAM CONSTRUCTION INC					
HIGH HILL DAM MAINTENANCE	4,839.04	GENERAL SERVICES PW - EXPENSE INFRASTRUCTURE MAINT IMPRO	01500300-43370-	13526	40210340
<b>Vendor Total: \$4,839.04</b>					
MARTIN CHEVROLET					
N-BLADE/N-HARNESS	48.82	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	5083729	29210117
<b>Vendor Total: \$48.82</b>					
MCHENRY CNTY DIVISION OF TRANSPORTATIOI					
S CURVE LIGHTING	120.29	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	CI00025491	50210121
<b>Vendor Total: \$120.29</b>					
MCHENRY COUNTY RECORDER					
RECORDING FEES NOVEMBER 2020	129.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	NOVEMBER 2020	10210012
<b>Vendor Total: \$129.00</b>					
MENARDS CARPENTERSVILLE					
CUTTER/HEATER/PROPANE CYLINDER	62.90	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	67636	50210124
HEATER/TAPE/STACK BINS	140.82	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	67614	50210124

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$203.72</b>					
METRO STRATEGIES INC					
STONEBROOK PARK IMPROVEMENTS	724.68	PARK IMPR - EXPENSE PUB WORKS ENGINEERING/DESIGN SERVICE!	06900300-42232-P2103	ALSP-02	40210337
PR FIRM - NOVEMBER 2020	3,000.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-	ALPW-17	40210004
DOWNTOWN STREETScape 1D HARRIS	5,166.62	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-S2022	ALRA-01	40210338
<b>Vendor Total: \$8,891.30</b>					
MIDAMERICAN ENERGY SERVICES LLC					
11/10/20-12/11/20 WWTF	20,605.81	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	455591	70210080
11/10/20-12/11/20 WTP #1	3,756.06	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455594	70210096
11/4/20-12/7/20 WTP #3	2,717.44	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455531	70210082
11/10/20-12/11/20 WELL #7 & #11	2,858.61	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455593	70210097
11/13/20-12/16/20 WTP #2	3,614.73	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455592	70210081
<b>Vendor Total: \$33,552.65</b>					
MIDLAND STANDARD ENGINEERING & TESTING					
DOWNTOWN STREETScape 1D BIKE TR/	7,695.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-S2022	241053	40210343
DOWNTOWN STREETScape 1D HARRIS	15,766.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-S2022	241054	40210342
<b>Vendor Total: \$23,461.00</b>					
MORROW BROTHERS FORD INC					
SQUAD #207 2020 FORD	21,770.00	POLICE - EXPENSE PUB SAFETY VEHICLES & EQUIP (NON-CAPITA	01200200-43335-	14003	20210092
SQUAD #10 2020 FORD	37,880.00	POLICE - EXPENSE PUB SAFETY CAPITAL PURCHASE	01200200-45590-	14005	20210092
SQUAD #11 2020 FORD	37,880.00	POLICE - EXPENSE PUB SAFETY CAPITAL PURCHASE	01200200-45590-	14004	20210092
<b>Vendor Total: \$97,530.00</b>					
MOTOROLA SOLUTIONS INC					
STARCOM AIRTIME - DECEMBER 2020	1,808.00	POLICE - EXPENSE PUB SAFETY ALARM LINES	01200200-42215-	5390320201102	20210004
<b>Vendor Total: \$1,808.00</b>					
MYERS TIRE SUPPLY COMPANY					
VEHICLE MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BORE CLIP	194.14	INVENTORY	29-14220-	51216817	29210115
<b>Vendor Total: \$194.14</b>					
NAPA AUTO SUPPLY ALGONQUIN					
RETURNED FUEL FILTERS	-89.15	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	100820	29210010
POSTS	4.72	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	100371	29210010
CUP	7.62	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	099628	29210010
CONE	17.97	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	100213	29210010
TRITON PVC	22.60	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	100983	29210010
BATTERY TERMINAL	27.24	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	100727	29210010
FUEL LINE SLEEVE KIT	29.29	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	099495	29210010
SILICON	37.38	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	099361	29210010
DIESEL RAD HOSE	51.88	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	100844	29210010
EQUA-TORQUE/TRANS-X	54.23	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	100950	29210010
EXTENSIONS	73.38	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	100943	29210010
FUEL FILTERS	89.15	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	100728	29210010
BATTERY	99.04	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	099793	29210010
BRAKE CLEANER	114.72	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	100810	29210010
CONTROL ARM AND BALL	311.38	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	100033	29210010
<b>Vendor Total: \$851.45</b>					
NICOR GAS					
11/5/20-12/7/20 WTP #2	322.36	WATER OPER - EXPENSE W&S BUSI NATURAL GAS	07700400-42211-	00-63-34-1000 6	70210036
11/9/20-12/9/20 WTP #3	665.51	WATER OPER - EXPENSE W&S BUSI NATURAL GAS	07700400-42211-	04-29-91-4436 2	70210037
11/4/20-12/4/20 WTP #1	547.50	WATER OPER - EXPENSE W&S BUSI NATURAL GAS	07700400-42211-	44-94-77-1000 8	70210038
11/4/20-12/4/20 POOL HOUSE	122.02	SWIMMING POOL -EXPENSE GEN GOV NATURAL GAS	05900100-42211-	77-21-74-1000 8	10210010



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
11/5/20-12/7/20 WWTF	223.92	SEWER OPER - EXPENSE W&S BUSI NATURAL GAS	07800400-42211-	83-83-64-3667 1	70210039
11/4/20-12/4/20 BATH HOUSE	38.84	SWIMMING POOL -EXPENSE GEN GOV NATURAL GAS	05900100-42211-	87-21-74-1000 7	10210011
11/5/20-12/7/20 DIGESTER BUILDING	961.46	SEWER OPER - EXPENSE W&S BUSI NATURAL GAS	07800400-42211-	93-54-83-1000 7	70210040
11/5/20-12/7/20 COLD STORAGE	589.31	GENERAL SERVICES PW - EXPENSE NATURAL GAS	01500300-42211-	94-31-83-1000 3	10210282
<b>Vendor Total: \$3,470.92</b>					
NIR ROOF CARE INC					
ROOF CARE PLAN SERVICE - HVH	968.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	147404	28210077
<b>Vendor Total: \$968.00</b>					
NORTHWEST TRUCKS INC					
EXHAUST DEDUCTION	100.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	R101001354	29210021
<b>Vendor Total: \$100.00</b>					
OFFICE DEPOT					
TAPE DISPENSER/PAPER	113.95	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	140511759001	10210025
DESK CALENDAR	24.79	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	143233258001	30210009
DESK CALENDAR	24.79	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	143955200001	30210009
DESK CALENDAR/PAPER	54.98	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	143953617001	30210009
<b>Vendor Total: \$218.51</b>					
PAHCS II					
RANDOM DRUG SCREEN GENERAL SER\	30.00	GENERAL SERVICES PW - EXPENSE PHYSICAL EXAMS	01500300-42260-	505620	10210292
FLU VACCINE	35.00	GEN NONDEPT - EXPENSE GEN GOV PROFESSIONAL SERVICES	01900100-42234-	506311	10210295
RANDOM DRUG SCREENS PUBLIC WORK	370.00	GENERAL SERVICES PW - EXPENSE PHYSICAL EXAMS	01500300-42260-	506252	10210293
RANDOM DRUG SCREENS PUBLIC WORK	120.00	SEWER OPER - EXPENSE W&S BUSI PHYSICAL EXAMS	07800400-42260-	506252	10210293
RANDOM DRUG SCREENS PUBLIC WORK	70.00	WATER OPER - EXPENSE W&S BUSI PHYSICAL EXAMS	07700400-42260-	506252	10210293
FLU VACCINES VILLAGE WIDE	1,645.00	GEN NONDEPT - EXPENSE GEN GOV PROFESSIONAL SERVICES	01900100-42234-	505470	10210299
WELLNESS PORTAL 11/1/20-10/31/21	4,914.00	GEN NONDEPT - EXPENSE GEN GOV PROFESSIONAL SERVICES	01900100-42234-	505676	10210294

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$7,184.00</b>					
POMPS TIRE SERVICE INC					
SCRAP DISPOSAL FEE	26.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640086576	29210107
SCRAP DISPOSAL FEE	45.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640086791	29210107
SCRAP DISPOSAL FEE	108.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640086538	29210107
TIRES	238.52	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640086774	29210107
TIRES	538.68	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640086673	29210107
<b>Vendor Total: \$956.20</b>					
RALPH HELM INC					
6CHS12 & 14 REPAIR	49.75	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	119680	29210114
6CHS12 & 14 REPAIR	122.59	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	119681	29210114
<b>Vendor Total: \$172.34</b>					
RED WING SHOE STORE					
SAFETY BOOTS - REIF	93.50	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	955-99-592597	28210079
SAFETY BOOTS - REIF	93.49	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	955-99-592597	28210079
SAFETY BOOTS - SLOMINSKI	200.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	955-99-521015	50210115
<b>Vendor Total: \$386.99</b>					
ROLAND MACHINERY EXCHANGE					
546 REPAIR - REPLACE COUPLER	1,303.58	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	38057830	29210110
546 REPAIR SWING ISSUE	2,768.13	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	38057989	29210111
<b>Vendor Total: \$4,071.71</b>					
RONDO ENTERPRISES INC					
2021 PJ TRAILER	7,091.00	GENERAL SERVICES PW - EXPENSE VEHICLES & EQUIP (NON-CAPITA)	01500300-43335-	143164	50210120
<b>Vendor Total: \$7,091.00</b>					
RUSH TRUCK CENTER					
RETURNED TIE ROD	-59.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3021673848	29210096
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ENGINE HEATER	47.91	INVENTORY	29-14220-	3021767798	29210096
TIE ROD	58.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3021640984	29210096
SLACK ADJUSTER	130.45	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3021748893	29210096
ELEMENT	163.10	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3021789426	29210096
<b>Vendor Total: \$340.46</b>					
SHELL FLEET PLUS					
FUEL FOR SQUADS	118.25	POLICE - EXPENSE PUB SAFETY FUEL	01200200-43340-	69204319	10210014
<b>Vendor Total: \$118.25</b>					
SIRCHIE ACQUISITION CO LLC					
EVIDENCE SUPPLIES	214.03	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	0473773-IN	20210091
EVIDENCE SUPPLIES	361.79	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	0471244-IN	20210091
<b>Vendor Total: \$575.82</b>					
SOCIETY FOR HUMAN RESOURCE MANAGEMEN					
WALKER MEMBERSHIP 3/1/21-2/28/22	219.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	S0861587	10210291
<b>Vendor Total: \$219.00</b>					
SPORTS R US INC					
FALL CLASSES	136.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	2519	10210278
<b>Vendor Total: \$136.00</b>					
SPRING ALIGN OF PALATINE INC					
818 REAR LEAF SPRINGS	1,340.62	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	116862	29210120
<b>Vendor Total: \$1,340.62</b>					
STANS OFFICE TECHNOLOGIES					
STANS MFP PD DEC 02	97.88	POLICE - EXPENSE PUB SAFETY MAINT - OFFICE EQUIPMENT	01200200-44426-	357002	10210276
STANS MFP GSA DEC 02	119.22	GS ADMIN - EXPENSE GEN GOV MAINT - OFFICE EQUIPMENT	01100100-44426-	356911	10210276
STANS MFP CDD DEC 02	174.92	CDD - EXPENSE GEN GOV MAINT - OFFICE EQUIPMENT	01300100-44426-	356979	10210276
STANS MFP PW DEC 02	9.51	BLDG MAINT- REVENUE & EXPENSES MAINT - OFFICE EQUIPMENT	28900000-44426-	356980	10210276
STANS MFP PW DEC 02	18.98	GENERAL SERVICES PW - EXPENSE MAINT - OFFICE EQUIPMENT	01500300-44426-	356980	10210276



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
STANS MFP PW DEC 02	9.51	PWA - EXPENSE PUB WORKS MAINT - OFFICE EQUIPMENT	01400300-44426-	356980	10210276
STANS MFP PW DEC 02	9.51	SEWER OPER - EXPENSE W&S BUSI MAINT - OFFICE EQUIPMENT	07800400-44426-	356980	10210276
STANS MFP PW DEC 02	9.51	VEHCL MAINT-REVENUE & EXPENSES MAINT - OFFICE EQUIPMENT	29900000-44426-	356980	10210276
STANS MFP PW DEC 02	9.51	WATER OPER - EXPENSE W&S BUSI MAINT - OFFICE EQUIPMENT	07700400-44426-	356980	10210276
<b>Vendor Total: \$458.55</b>					
STEINER ELECTRIC COMPANY					
OUTLET COVER STREET LIGHT REPAIR	27.65	GENERAL SERVICES PW - EXPENSE MAINT - STREET LIGHTS	01500300-44429-	S006790042.001	50210116
<b>Vendor Total: \$27.65</b>					
SYNAGRO					
SLUDGE HAULING	9,908.40	SEWER OPER - EXPENSE W&S BUSI SLUDGE REMOVAL	07800400-42262-	18766	70210020
<b>Vendor Total: \$9,908.40</b>					
THOMPSON ELEVATOR INSP					
ELEVATOR INSPECTIONS	129.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	20-3176	30210002
<b>Vendor Total: \$129.00</b>					
TODAYS UNIFORMS					
UNIFORM - WATSON	23.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	196185	20210090
UNIFORM - KRYSTAL	37.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	195679	20210090
UNIFORM - ZAHARA	69.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	195757	20210090
<b>Vendor Total: \$130.90</b>					
TRINE CONSTRUCTION CORP					
DOWNTOWN STREETScape STAGE 3	1,064,932.08	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER COLLECTION	12900400-45526-W1943	APPLICATION #9	40210329
DOWNTOWN STREETScape STAGE 3	131,620.82	WATER MAIN	12900400-45565-W1953	APPLICATION #9	40210329
<b>Vendor Total: \$1,196,552.90</b>					
TROTTER & ASSOCIATES INC					
PHOSPHOROUS DISCHARGE OPTIMIZAT	4,173.50	SEWER OPER - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	07800400-42232-	17822	70210265
<b>Vendor Total: \$4,173.50</b>					
ULINE INC					
BLACK NITRILE	235.10	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	126906007	28210076

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$235.10</b>					
UNITED STATES POSTAL SERVICE					
REFILL POSTAGE METER	2,500.00	GS ADMIN - EXPENSE GEN GOV POSTAGE	01100100-43317-	12/16/20 REQUEST	10210281
<b>Vendor Total: \$2,500.00</b>					
US BANK EQUIPMENT FINANCE					
RICOH COPIER 1/17/21	167.08	CDD - EXPENSE GEN GOV LEASES - NON CAPITAL	01300100-42272-	431943745	10210030
RICOH COPIER 1/17/21	40.21	CDD - INTEREST EXPENSE INTEREST EXPENSE	01300600-47790-	431943745	10210030
RICOH COPIER 1/17/21	40.21	PUBLIC WORKS ADMIN - INT EXP INTEREST EXPENSE	01400600-47790-	431943745	10210030
RICOH COPIER 1/17/21	167.09	PWA - EXPENSE PUB WORKS LEASES - NON CAPITAL	01400300-42272-	431943745	10210030
<b>Vendor Total: \$414.59</b>					
VERIZON WIRELESS SERVICES LLC					
11/14/20-12/13/20 STATEMENT	109.06	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	9869121283	10210297
11/14/20-12/13/20 STATEMENT	331.42	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	9869121283	10210297
11/14/20-12/13/20 STATEMENT	1.78	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9869121283	10210297
11/14/20-12/13/20 STATEMENT	665.79	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	9869121283	10210297
11/14/20-12/13/20 STATEMENT	460.24	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	9869121283	10210297
11/14/20-12/13/20 STATEMENT	481.25	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	9869121283	10210297
11/14/20-12/13/20 STATEMENT	169.28	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	9869121283	10210297
11/14/20-12/13/20 STATEMENT	99.06	RECREATION - EXPENSE GEN GOV TELEPHONE	01101100-42210-	9869121283	10210297
11/14/20-12/13/20 STATEMENT	549.15	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	9869121283	10210297
11/14/20-12/13/20 STATEMENT	99.06	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	9869121283	10210297
11/14/20-12/13/20 STATEMENT	494.17	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	9869121283	10210297
<b>Vendor Total: \$3,460.26</b>					
VILLAGE OF ALGONQUIN					
PETTY CASH REIMB	60.00	GENERAL SERVICES PW - EXPENSE TRAVEL/TRAINING/DUES	01500300-47740-	12/16/20 REQUEST	40210339

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PETTY CASH REIMB	30.00	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	12/16/20 REQUEST	40210339
PETTY CASH REIMB	60.00	SEWER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07800400-47740-	12/16/20 REQUEST	40210339
PETTY CASH REIMB	40.00	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	12/16/20 REQUEST	40210339
<b>Vendor Total: \$190.00</b>					
WAGNER INVESTIGATIVE POLYGRAPH SERVICE					
PRE-EMPLOYMENT POLYGRAPH-TREFILI	150.00	POLICE - EXPENSE PUB SAFETY BOARD OF POLICE COMMISSION	01200200-47720-	2012004	20210095
POLYGRAPH-LANDREVILLE/SCHWARTIN	300.00	POLICE - EXPENSE PUB SAFETY BOARD OF POLICE COMMISSION	01200200-47720-	2011005	20210095
<b>Vendor Total: \$450.00</b>					
WATER PRODUCTS CO AURORA					
HYDRANT PARTS	1,238.40	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0300459	70210277
<b>Vendor Total: \$1,238.40</b>					
WESSPUR TREE EQUIPMENT INC					
TRIMMING/RIGGING EQUIPMENT	696.01	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	IN-2684146	50210113
<b>Vendor Total: \$696.01</b>					
WILLIAMS BROTHERS CONSTRUCTION INC					
WWTP IMPROVEMENTS PHASE 6B	625,902.18	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER TREATMENT PLAI	12900400-45570-W1844	APPLICATION #7	40210326
<b>Vendor Total: \$625,902.18</b>					
WOLTERS KLUWER LAW & BUSINESS					
P/R MANAGER NEWSLETTER 3/1/21-2/28/	840.00	GS ADMIN - EXPENSE GEN GOV PUBLICATIONS	01100100-42242-	5411440607	10210298
<b>Vendor Total: \$840.00</b>					
ZIEGLERS ACE HARDWARE					
TIMER FOR XMAS LIGHTS	16.99	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	038046/L	50210117
PVC PIPE/FASTENERS/PVC ADAPTER	42.10	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	038038/L	70210271
<b>Vendor Total: \$59.09</b>					
ZUKOWSKI ROGERS FLOOD & MCARDLE					
TRAFFIC CASES, ORDINANCE VIOLATION	3,937.50	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	146899	
TRAFFIC CASES, ORD VIOL-COSTS ADVA	113.80	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	146899	
		CDD - EXPENSE GEN GOV			



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PLANNING, ZONING, BLDG COMMISSIONI	175.00	LEGAL SERVICES	01300100-42230-	146899	
		GS ADMIN - EXPENSE GEN GOV			
PERSONNEL MATTERS	43.75	LEGAL SERVICES	01100100-42230-	146899	
		GS ADMIN - EXPENSE GEN GOV			
LIQUOR COMMISSIONER	87.50	LEGAL SERVICES	01100100-42230-	146899	
		GS ADMIN - EXPENSE GEN GOV			
FREEDOM OF INFORMATION ACT	350.00	LEGAL SERVICES	01100100-42230-	146899	
		GS ADMIN - EXPENSE GEN GOV			
MISCELLANEOUS	1,050.00	LEGAL SERVICES	01100100-42230-	146899	
		POLICE - EXPENSE PUB SAFETY			
POLICE DEPARTMENT	350.00	LEGAL SERVICES	01200200-42230-	146899	
		GS ADMIN - EXPENSE GEN GOV			
MEETINGS	918.75	LEGAL SERVICES	01100100-42230-	146899	
		GENERAL SERVICES PW - EXPENSE			
PUBLIC WORKS/MISCELLANEOUS	218.75	LEGAL SERVICES	01500300-42230-	146899	
		GENERAL SERVICES PW - EXPENSE			
PUBLIC WORKS/STREETS	393.75	LEGAL SERVICES	01500300-42230-	146899	
		W & S IMPR. - EXPENSE W&S BUSI			
PUBLIC WORKS/ADMINISTRATION	43.75	LEGAL SERVICES	12900400-42230-	146899	
		STREET IMPROV- EXPENSE PUBWRKS			
PUBLIC WORKS/ADMIN-COSTS ADVANCE	8.50	LEGAL SERVICES	04900300-42230-	146899	
		GENERAL SERVICES PW - EXPENSE			
VILLAGE PROPERTY MATTERS-MISCELL	262.50	LEGAL SERVICES	01500300-42230-	146899	
		STREET IMPROV- EXPENSE PUBWRKS			
CREEKSIDE TAP - TIF	350.00	LAND ACQUISITION	04900300-45595-	146899	
		STREET IMPROV- EXPENSE PUBWRKS			
DAWSON LOT 120	656.25	LEGAL SERVICES	04900300-42230-	146899	
		GS ADMIN - EXPENSE GEN GOV			
COVID ISSUES NOVEMBER 2020	962.50	LEGAL SERVICES	01100100-42230-	146903	10210287
	<b>Vendor Total: \$9,922.30</b>				
	<b>REPORT TOTAL: \$2,554,629.84</b>				

Village of Algonquin

List of Bills 1/5/2021

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	197,634.72
03	MFT	10,098.20
04	STREET IMPROVEMENT	80,309.10
05	SWIMMING POOL	422.66
06	PARK IMPROVEMENT	10,344.43
07	WATER & SEWER	72,026.58
12	WATER & SEWER IMPROV	2,160,633.74
28	BUILDING MAINT. SERVICE	3,323.01
29	VEHICLE MAINT. SERVICE	19,837.40
<b>TOTAL ALL FUNDS</b>		<u><u>2,554,629.84</u></u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

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

APPROVED BY: \_\_\_\_\_



## VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

*January 4, 2021*

The following meetings are scheduled to be held by the Village Board or Village Commission. Due to COVID 19, some meetings may be held remotely. Meeting information, which includes meeting location, remote log in information, and meeting agendas can be found by visiting [www.algonquin.org](http://www.algonquin.org). Full agendas for meeting will also be posted at the Ganek Municipal Center, as required by law, not less than 48 hours in advance of the scheduled meeting. Each agenda will include the location of the meeting and/or the remote log in information for each meeting.

January 5, 2021	Tuesday	7:30 PM	Village Board Meeting	REMOTE
January 11, 2021	Monday	7:30 PM	Planning & Zoning Commission Meeting-Cancelled	N/A
January 12, 2021	Tuesday	7:30 PM	Committee of the Whole Meeting	REMOTE
January 13, 2021	Wednesday	7:00 PM	Historic Commission Meeting	HVH
January 14, 2021	Thursday	7:00 PM	Economic Development Commission -Cancelled	N/A
January 16, 2021	Saturday	8:30 AM	Historic Commission Workshop	HVH
January 19, 2021	Tuesday	7:30 PM	Village Board Meeting	REMOTE
January 19, 2021	Tuesday	7:45 PM	Committee of the Whole Meeting	REMOTE
January 20, 2021	Wednesday	6:30 PM	Police Commission Meeting	REMOTE
January 23, 2021	Saturday	8:30 AM	Historic Commission Workshop	HVH
January 27, 2021	Wednesday	5:00 PM	Police Pension Board - Cancelled	N/A
February 2, 2021	Tuesday	7:30 PM	Village Board Meeting	REMOTE

ALL MEETINGS AND/OR TIMES ARE SUBJECT TO CHANGE OR CANCELLATION.

ALL CHANGES AND/OR CANCELLATIONS WILL BE POSTED AT THE GANEK MUNICIPAL CENTER AND  
[WWW.ALGONQUIN.ORG](http://WWW.ALGONQUIN.ORG)





**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

**- M E M O R A N D U M -**

DATE: December 28, 2020

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: Illinois DCEO Economic Support Grant Agreement

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The Village has applied for and was awarded \$350,000 through the Illinois Department of Commerce and Economic Opportunity's Local Cure/Economic Support program. This funding will support the Village's Impacted Business Relief Grant Program which will distribute funds to eligible businesses on a first-come first-serve basis as a one-time grant.

Grant amounts will vary and are intended to be paid within the range of \$5,000 to \$15,000, proportional to the amount of documented losses attributable to the COVID-19 public health emergency.

**Recommendation:**

Staff recommends the Village Board approve a resolution to enter into an intergovernmental grant agreement with the Illinois Department of Commerce and Economic Opportunity at their meeting on January 5.

C: Matthew Bajor, Management Analyst



2021 - R - \_\_\_\_  
VILLAGE OF ALGONQUIN  
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Intergovernmental Grant Agreement Between the Village of Algonquin and the Illinois Department of Commerce and Economic Opportunity for \$350,000 for the Impacted Business Relief Grant Program, attached hereto and hereby made part hereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021

APPROVED:

(seal)

\_\_\_\_\_  
Debby Sosine, Acting Village President

ATTEST:

\_\_\_\_\_  
Maggie Auger, Village Clerk

INTER-GOVERNMENTAL GRANT AGREEMENT



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

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and Village of Algonquin (Grantee), with its principal office at 2200 Harnish Dr., Algonquin, IL 60102-5995, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS  
 RECITALS

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

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

ARTICLE I  
 AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **070161971** is Grantee’s correct DUNS Number, that N/A is Grantee’s correct UEI, if applicable, that **366005766** is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed **\$350,000.00** of which **\$350,000.00** 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   , the federal awarding agency is **Department Of The Treasury**, and the Federal Award date is **03/01/2020**. If applicable,

State of Illinois



the Catalog of Federal Domestic Assistance (CFDA) Name is **CURE/BIG** and Number is **21.019**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-2433. The State Award Identification Number is 2433-24355.

1.4. Term. This Agreement shall be effective on **07/01/2020** and shall expire on **01/31/2021**, unless terminated pursuant to this Agreement.

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

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

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

**VILLAGE OF ALGONQUIN**

By: \_\_\_\_\_  
Signature of Erin B. Guthrie, Director

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

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

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

Printed Name: Debby Sosine

Printed Title: Acting Village President

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

Email: debby Sosine@algonquin.org

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

Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature of First Other Approver, if Applicable

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

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

Printed Title: \_\_\_\_\_  
Other Approver

By: \_\_\_\_\_  
Signature of Second Other Approver, if Applicable

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

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

Printed Title: \_\_\_\_\_  
Second Other Approver

\_\_\_\_\_

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

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



**ARTICLE III  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the state of Illinois.

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

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

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

#### ARTICLE IV PAYMENT

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

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

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

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

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

State of Illinois

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

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before Grantor gives written approval. See 2 CFR 200.308.

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

## ARTICLE VI BUDGET

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

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

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

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

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

## ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

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

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

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

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

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

State of Illinois

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

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

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

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

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

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

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

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

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

## ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX CRIMINAL DISCLOSURE

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

## ARTICLE X UNLAWFUL DISCRIMINATION

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

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

## **ARTICLE XI LOBBYING**

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

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

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

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

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

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

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

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

## ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

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

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

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

**ARTICLE XIV  
PERFORMANCE REPORTING REQUIREMENTS**

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

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

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

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

**ARTICLE XV**



## AUDIT REQUIREMENTS

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

15.2. Consolidated Year-End Financial Reports.

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

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

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

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

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

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

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

15.3. Audit Requirements.

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

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

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

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

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

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

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

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

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

**ARTICLE XVI  
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

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

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

## ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

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

## ARTICLE XVIII NOTICE OF CHANGE

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

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

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

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

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



**ARTICLE XIX  
STRUCTURAL REORGANIZATION**

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

**ARTICLE XX  
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI  
CONFLICT OF INTEREST**

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

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

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

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

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

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

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

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

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

**ARTICLE XXIII**  
**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XXIV**  
**INSURANCE**

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

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

#### ARTICLE XXV LAWSUITS

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

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

#### ARTICLE XXVI MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**

**PROJECT DESCRIPTION**

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

**AUTHORITY:** The Grantor is authorized to make this Award pursuant to P.A. 101-636, 637; 14 Ill. Adm. Code 700.

The purpose of this authority is as follows:

To assist local governments in providing financial assistance to businesses that have experienced significant disruption or temporary closure of their businesses attributable to the COVID-19 public health emergency.

**PROJECT DESCRIPTION:**

**Background**

The Economic Support Payments Grants Program (“ES Program”) is administered by Grantor through the Local Coronavirus Urgent Remediation Emergency Support Program (“Local CURE Program”). The Grantor, through the Local CURE Program, administers federal funds from the Coronavirus Relief Fund provided to the State of Illinois pursuant to section 5001 of the federal Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) by providing financial support to units of local government. The ES Program is authorized by Public Act 101-636, Public Act 101-637 and Title 14 Illinois Administrative Code Part 700 (14 Ill. Admin. Code Part 700) to reimburse Local Governments for economic support payments made to qualified businesses within their jurisdictions that have experienced interruption of business attributable to the COVID-19 public health emergency.

The ES Program will assist municipalities and counties (collectively, “Local Governments”) that have provided or will provide financial assistance to businesses that have experienced significant disruption or temporary closure (a “business interruption”) of their business attributable to the COVID-19 public health emergency. Financial assistance to qualified businesses for the cost of business interruption shall be advanced by the Local Government and may only be in the form of grants, expense reimbursements or subsidies. ES Program grantees must have established administrative procedures for the program, including application guidelines or procedures, agreements, certifications, and other accountability measures that may be imposed upon recipients of funds under the program to ensure only eligible businesses receive financial support.

**STATEMENT OF WORK**

The Grantee is a local government located in McHenry and Kane counties with an estimated population of 31,000.

The Grantee will distribute grants to eligible businesses on a first-come first-served basis as a one-time subaward/grant. The Grantee will establish the Impacted Business Relief Grant Program for existing small business owners. Subaward/grant amounts will vary and are intended to be paid within the range of \$5,000 to \$15,000, proportional to the amount of documented losses.

To be eligible, a business must meet the following criteria:

- Must be located in McHenry County, within the Village of Algonquin.
- Must be a tax generating business with sales not exceeding \$4 million.
- Business must generate walk-in traffic.
- Subaward/grant amount will be based on need due to the percentage of revenue-loss experienced by the businesses.

- Businesses must prove business interruption by submitting the businesses' monthly ST-1 Sales and Use Tax forms for each month from March 1, 2019, through October 1, 2019, and March 1, 2020, through October 1, 2020. The documentation should isolate sales made at an Algonquin location only.

The following businesses are ineligible:

- A business that is not located in McHenry County, but is within the Village of Algonquin (Kane County businesses will be directed to the Kane County Coronavirus Relief Fund for further assistance.)
- A business that does not collect sales taxes;
- A business that does not have walk-in traffic;
- Businesses that are home-based businesses, home-occupation businesses, professional or medical businesses, exceed \$4,000,000 in sales per annum, are franchise "chain" businesses, or have more than three (3) business units;
- Businesses that are recipients of the State's Business Interruption Grant (BIG);
- Businesses that are a private club or business that limits membership for reasons other than capacity;
- Business that are government-owned business entities;
- Businesses that derive at least 33% of its gross annual revenue from legal gambling activities, unless the business is a restaurant with gaming terminals, for which Grantor's prior approval is required.
- A business that is delinquent on payment of any State of Illinois tax obligation;
- A business that is engaged in a business that is unlawful under Illinois or federal law;
- A business that is on the federal System for Award Management excluded parties list;
- A business that is ineligible pursuant to the provisions of 14 Ill. Admin. Code Part 700.

Maximum subaward/grant limits are as follows:

- Businesses that experienced less than 50% loss will be awarded \$5,000
- Businesses that experienced a 50% - 75% loss will be awarded \$10,000
- Businesses that experienced greater than a 75% loss will be awarded \$15,000

The only qualifying expense used to determine the subaward/grant amount is "cost of business interruption," defined as the decrease in revenue (not additional expenses) caused by closing or limiting access to the business establishment to comply with COVID-19 prevention directives or to otherwise prevent the spread of COVID-19 within the business establishment, or decreases in revenue caused by decreased customer demand as a result of the COVID-19 emergency.

Specifically, subaward/grant funds will include all costs associated with the Grantee's Small Business Economic Relief program as follows:

- Contractual Services & Subawards – to include costs associated with the Grantee's continuing effort to support the business community and local workforce by providing a maximum subaward/grant up to \$15,000.

Under the program, subaward/grant proceeds may be used to reimburse costs and losses such as inventory, equipment (including Personal Protective Equipment and other supplies to promote health and safety), compensation (including salaries, wages, tips, paid leave, and group healthcare benefits), rent, technology to facilitate e-commerce, professional services procured (including the design and construction of environments necessary to promote physical and social distancing and cleaning and disinfecting services) and other costs of operation in accordance with the applicable administrative rules that were in force during the period beginning March 1, 2020, and ending December 30, 2020. Any items that have already been claimed for reimbursement through the federal Paycheck Protection Program funds may not be claimed for this program.

Businesses were notified, and will continue to be notified, of the program through email correspondence, social media postings, and direct correspondence with the Grantee's Economic Development team during the duration of

the program, *i.e.* while need or interest in the program persists so long as funding opportunities are available.

The Grantee's staff will review applications and award subaward/grant funds to eligible businesses that complete an application and submit required documentation. The Grantee will administer the subaward/grants on a revolving basis for businesses that meet the eligibility requirements.

The following timeline for the program will consist of:

Applications: taken for two-week period with first deadline of Friday, December 4, 2020.

Review period: within the week after application deadline. First round the week of December 7-11, 2020.

Payment week: the week following the review period. First round paid week of December 14-18, 2020.

This may be subject to change depending on fund availability and volume of applications.

The Grantee does have the capacity to distribute the full Award amount of \$350,000; distribution of funding can begin upon application approval and will be administered based on the current Village Grant Policy.

The goal of the relief program is to lessen the burden the local business community carries as a result of the COVID-19 mitigation efforts. Not only does this program aim to address the immediate concerns surrounding the local business community as it relates to the current mitigation efforts to prevent the spread of COVID-19, but it also aims to address these concerns at a regional and interstate level of commerce. Thus, maintaining the quality of life for those within and around the community as it continues to move forward during these times.

The public will benefit from this project by promoting a safer atmosphere for employees and customers to conduct business amidst the COVID-19 pandemic. The safety measures put into place by these struggling businesses will allow them to continue to provide goods and services to the community. Those employed at the designated locations selected will be able to remain on payroll that will help the local economy decimated by the COVID-19 pandemic through payroll taxes, and their own ability to sustain purchasing power.

## **ADMINISTRATIVE REQUIREMENTS**

### **Funding Restrictions**

All financial assistance provided through the ES Program must be reimbursable by the federal Coronavirus Relief Fund in accordance with Section 5001 of the federal CARES Act, any related federal guidance, including, but not limited to, from the U.S. Department of the Treasury, and the Local CURE Program as authorized by Public Acts 101-636, 101-637 and the Local CURE Program Administrative Rules (14 Ill. Admin. Code Part 700).

The ES Program is providing Grant Funds to Grantee on a reimbursement basis only. Grantee may only be reimbursed for costs incurred by the qualifying businesses for the period March 1, 2020 through December 30, 2020. Grantee is permitted to provide financial support payments to business participants after December 30, 2020 through the end of the Award Term. However, Grantee will need to provide support to Grantor documenting that the business participants' costs were incurred by December 30, 2020 or the reimbursement request submitted by Grantee will be disallowed.

Funds provided to business participants by Grantee for the cost of business interruption shall be advanced by the Grantee from a source other than direct federal funds or federal pass-through funds. Grantor will then reimburse Grantee through this Award for financial support Grantee provided to businesses. Grantee cannot use amounts received by Grantee from an allotment provided by 14 Ill. Admin. Code 700.80(a) of Local CURE Program to fund the economic support payments component of the ES Program.

The Local CURE Program funds are unavailable to Local Governments, or portions thereof, located in the five counties that received a direct CARES Act allotment from the federal government--Cook, Lake, Will, Kane and



DuPage. Grantee may not provide financial support to businesses that are located within one of these five counties.

Pursuant to 14 Ill. Admin. Code 700.60(b)(4)(I), administrative costs are not allowed under the ES Program. However, with proper documentation administrative costs of this Grant opportunity may be charged to Local CURE Program allotments received by Grantee from 14 Ill. Admin. Code 700.80(a).

Eligible Incurred Expenditures

Eligible incurred expenses by Grantee for the ES Program must meet the restrictions on the use of Local CURE Program funds (see 14 Ill. Admin. Code 700.50) and reimburse the cost of business interruption. 14 Ill. Admin. Code 700.50 provides that Local CURE Program funds may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the Local Government; and
3. Were incurred during the period that begins on March 1, 2020 and ends December 30, 2020.

Ineligible Expenditures

The following expenditures are not permitted and any financial support provided by Grantee under this Award for these expenditures will be disallowed:

- expenses that have been or will be reimbursed under any State, local, or federal program, such as expenses or losses that were reimbursed by a loan forgiven under the CARES Act's Paycheck Protection Program;
- damages covered by insurance;
- expenditures prohibited by section 5001(b) of the CARES Act;
- reimbursement to donors for donated items or services;
- workforce bonuses other than hazard pay or overtime;
- severance pay;
- legal settlements;
- indirect costs and direct administrative costs of the Local Government; and
- any other expense not reasonably incurred due to the COVID-19 emergency.

**Pre-Award Costs**

Pre-award costs are permitted from March 1, 2020 to the start date of this Award Term. Pre-award costs may not exceed the total Award amount.

**Business Participant Restrictions**

Business Types Excluded from Financial Support under the ES Program

Grantee may not provide financial support through this Award to the types of businesses listed below. If Grantee does provide support to a type of entity on this list, the amount of financial support provided would be disallowed:

- a private club or business that limits membership for reasons other than capacity;
- a government-owned business entity (except for businesses owned or controlled by a Native American tribe);
- a business that derives at least 33% of its gross annual revenue from legal gambling activities, unless, subject to the Grantor's approval, the business is a restaurant with gaming terminals;
- a business engaged in pyramid sales, in which a participant's primary incentive is based on the sales made by an ever-increasing number of participants; and
- payday lenders.

Ineligible Businesses

A business shall be ineligible to receive financial support through this Award, and thus, the financial support provided to such entity will be disallowed if the business:

- is delinquent on payment of any State of Illinois tax obligation;
- is engaged in a business that is unlawful under Illinois or federal law;
- has already received assistance, or notice of award of assistance, under the BIG Program; (*list of businesses can be accessed at:*  
<https://www2.illinois.gov/dceo/SmallBizAssistance/Pages/C19DisadvantagedBusGrants.aspx>)
- is on the federal System for Award Management excluded parties list; or
- does not meet any other eligibility criteria established in a financial assistance application.

**Business Certifications and Compliance**

Grantee must receive a certification signed by each business participant for funding distributed through this Award, executed as part of the application for or receipt of financial assistance, attesting that the business participant:

- A) is eligible for the ES Program as defined in 14 Ill. Admin. Code 700.60(b) and this Agreement, which includes attesting that the business is a for-profit enterprise or non-profit organization lawfully conducting business in Illinois and that the business incurred a "cost of business interruption" as defined in this Agreement and in 14 Ill. Admin. Code 700.20; and
- B) will comply with all programmatic requirements, including, but not limited to, the Local CURE Program, the related administrative rules at 14 Ill. Admin. Code Part 700, the CARES Act, and the CARES Act U.S. Department of the Treasury guidance.

Grantee will be required to submit to Grantor with its reimbursement requests all related certifications from participating businesses.

Grantee's due diligence procedures should include verifying that all business participants are eligible to receive support through the ES Program, including that they are for-profit or non-profit organizations that are lawfully conducting business in Illinois. Grantee also should obtain and keep with its ES Program records proof of business participants' "cost of business interruption."

**REPAYMENT OBLIGATION**

Grantee will be responsible for the repayment to the Grantor of any costs for funding issued to businesses that are found, by the federal government, the Grantor, or any other State agency:

- A) to be ineligible under the Economic Support Payments Program; or
- B) to have misspent funds.

The Grantor reserves the right to seek a refund from the Grantee if it finds the Grantee made a false or fraudulent claim for funds or the funds were spent on ineligible expenses. The Grantor also may seek a refund from Grantee if the federal government, the Grantor, or other State agency finds that the Grantee did not properly spend the funds, was reimbursed for ineligible costs, or received reimbursement under the ES Program for costs that were reimbursed through another federal or State program.

**DEFINITIONS OF TERMS USED IN THIS AGREEMENT**

The following definitions are applicable to the ES Program and this Award:

"Business" means a for-profit enterprise or non-profit organization lawfully conducting business in Illinois. This term does not include any business that is prohibited from receiving funds under section 5001(b) of the CARES Act.

"Business Interruption "Program" or "BIG Program" means the financial assistance program funding opportunities administered by the Department and implemented in 14 Ill. Admin. Code Part 690. (See 20 ILCS 605/605-1050.)

"Business participant" means the business that receives financial assistance under the ES Program.

"Cost of business interruption" means the following costs incurred between March 1, 2020 and December 30, 2020:

- decreases in revenue caused by closing or limiting access to the business establishment to comply with COVID-19 prevention directives or to otherwise prevent the spread of COVID-19 within the business establishment;
- decreases in revenue caused by decreased customer demand as a result of the COVID-19 emergency; or
- other revenue reductions approved for reimbursement from the Coronavirus Relief Fund by the U.S. Department of the Treasury.

"COVID-19" means the novel coronavirus disease deemed COVID-19 by the World Health Organization on February 11, 2020.

"Incurred" in relation to costs or expenses means expenditures by the Local Government associated with economic support in connection with the COVID-19 public health emergency. In reference to businesses, "incurred" means the cost of business interruption due to the COVID-19 public health emergency.

"Non-profit organization" means an organization that is registered as a non-profit corporation with the Illinois Secretary of State.

"Qualifying business" means a business or organization that experienced or is experiencing business interruption due to the COVID-19 public health emergency and for which provision of financial assistance under the ES Program is eligible for reimbursement as prescribed by section 601(a) of the Social Security Act (42 USC) as added by section 5001 of the CARES Act, or other federal legislation addressing the COVID-19 emergency. A qualifying business includes self-employed individuals and independent contractors.



**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

The Grantee will provide the following to Grantor with its monthly reports as set forth in Article XL, herein:

- A description of the progress of each of the tasks and timelines set forth on Exhibit A, herein.
- A description of all outreach efforts to businesses during the month.
- A list of applicants for the ES Program for the month being reported, identifying the type, address and county of the businesses.
- A complete list of the business participants selected to receive financial support, as well as the associated financial support amounts and the type of support (grant, subsidy, expense reimbursement). The list should include the type, address and county location of the business participants.
- The types of business participant categories Grantee will be asked to report on include the following:
  - Event venues
  - Music venues
  - Performing Arts Venues
  - Indoor Recreation
  - Amusement Park
  - Movie Theater
  - Museum
  - Charter/Shuttle Bus
  - Independently-owned retail
  - Restaurant, bar, or tavern
  - Fitness center
  - Tourism- and travel-related activities
  - Support services for arts and events
- The basis for not selecting the business applicants denied financial support.
- Copies of each executed certification or application or agreement containing a certification between the Grantee and the business participants for which the Grantee is seeking reimbursement.
- Proof of payment to the business participants.
- A ledger outlining the details claimed by the business participants as the "cost of business interruption." The Grantor will provide the ledger template to the Grantee.
- For financial support payments made by Grantee to business participants after December 30, 2020, Grantee shall provide to Grantor with its request for reimbursement support documenting that the business participants' costs were incurred by December 30, 2020.

**EXHIBIT C**

**PAYMENT**

Grantee shall receive \$350,000.00 under this Agreement.

Enter specific terms of payment here:

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

Reimbursement

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

Pre-Award Costs

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

Reimbursement & Pre-Award costs (prior incurred) ARE allowable.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

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

**GRANTOR CONTACT**

Name: Lisa Clement  
Title: Grant Manager  
Address: 500 E Monroe St  
Springfield, IL 62701  
Phone: 217-785-9980  
TTY#: (800) 785-6055  
Fax#: N/A  
Email Address: Lisa.Clement@Illinois.gov

**GRANTEE CONTACT**

Name: Matthew Bajor  
Title: Management Analyst  
Address: 2200 Harnish Dr.  
Algonquin, IL 60102-5995  
Phone: 847-658-5534  
TTY#: N/A  
Fax#: N/A  
Email Address: matthewbajor@algonquin.org  
Additional Information:

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

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

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

Email: [externalauditunit@illinois.gov](mailto:externalauditunit@illinois.gov)

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

Name: Kenneth Allen  
Email: Kenneth.Allen@illinois.gov  
Phone: 217-785-6435  
Fax#: N/A

Address: 500 E Monroe St  
Springfield, IL 62701



**EXHIBIT E**

**PERFORMANCE MEASURES**

Grantee shall provide financial support to the approximate number of business organizations in the categories of support listed below and for the approximate amount of support listed, as applicable to Grantee's economic support program:

DESCRIPTION	APPROXIMATE NUMBER of BUSINESS PARTICIPANTS	AMOUNT OF FINANCIAL SUPPORT PROVIDED
Number of business participants supported for operating expenses	35	\$350,000
Number of businesses participants supported for PPE supplies purchases	N/A	N/A
Number of business participants supported for changing services to accommodate public health or social distancing measures	N/A	N/A
Number of business participants supported in other ways not listed above	N/A	N/A
Total number of business participants supported	35	\$350,000

**EXHIBIT F**

**PERFORMANCE STANDARDS**

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

**EXHIBIT G**

**SPECIFIC CONDITIONS**

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

Specific Conditions.

The result of the Grantee's Internal Controls Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.207:

ICQ Section: 03-Financial and Regulatory Reporting (2 CFR 200.327)  
Conditions: Requires more detailed reporting;  
Timeframe: One year

ICQ Section: 04-Budgetary Controls (2 CFR 200.308)  
Conditions: Requires more detailed budget to actual reporting;  
Timeframe: One Year

ICQ Section: 05-Cost Principles (2 CFR 200.400)  
Conditions: Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;  
Timeframe: One year from the implementation of additional controls

ICQ Section: 09-Procurement Standards (2 CFR 200.317 - 326)  
Conditions: Requires additional prior approvals;  
Timeframe: One year from the implementation of corrective action.

ICQ Section: 11-Fraud, Waste and Abuse  
Conditions: Requires technical assistance including required training;  
Timeframe: One year after implementation of corrective action.

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

There were no conditions resulting from the Programmatic Risk Assessment.

**PART TWO – THE GRANTOR-SPECIFIC TERMS**

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

**ARTICLE XXVII  
AUTHORIZED SIGNATORY**

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

**ARTICLE XXVIII  
ADDITIONAL AUDIT PROVISIONS**

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor’s Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor’s Communication With Those Charged With Governance).

**ARTICLE XXIX  
ADDITIONAL MONITORING PROVISIONS**

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee’s response to the audit or inquiry. This confidentiality requirement shall not limit Grantee’s right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXX  
ADDITIONAL INTEREST PROVISIONS**



30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

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

**ARTICLE XXXI  
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXXII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

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

#### ARTICLE XXXIII

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

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

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

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

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

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

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

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

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

#### **ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS**

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

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

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

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

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

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

**ARTICLE XXXV  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

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

**ARTICLE XXXVI  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

**ARTICLE XXXVII  
APPLICABLE STATUTES**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXXVIII  
ADDITIONAL MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE XXXIX  
ADDITIONAL REQUIRED CERTIFICATIONS**

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

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

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

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

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



**PART THREE – THE PROJECT-SPECIFIC TERMS**

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

**ARTICLE XL  
REPORT DELIVERABLE SCHEDULE**

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

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

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

**February 2021**

- Monthly Periodic Financial Report (02/01/2021) - Covering Period of 07/01/2020 - 12/31/2020; Send To: Grant Manager
- Monthly Periodic Performance Report (02/01/2021) - Covering Period of 07/01/2020 - 12/31/2020; Send To: Grant Manager

**March 2021**

- Monthly Periodic Financial Report (03/02/2021) - Covering Period of 01/01/2021 - 01/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (03/02/2021) - Covering Period of 01/01/2021 - 01/31/2021; Send To: Grant Manager

**April 2021**

- End of grant Closeout Financial Report (04/01/2021) - Covering Period of 07/01/2020 - 01/31/2021; Send To: Grant Manager
- End of grant Closeout Performance Report (04/01/2021) - Covering Period of 07/01/2020 - 01/31/2021; Send To: Grant Manager

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

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

41.1. Compliance with Applicable Laws. The terms and conditions of this Agreement are consistent with the requirements of the Local CURE Program, including the administrative rules, the CARES Act and the guidance issued by the U.S. Department of the Treasury. If any of the relevant State or federal statutes, rules and guidance are amended in a manner that mandates a change to the terms of this Agreement, the Grantor will initiate an amendment of the Agreement to be compliant with the required statutes, rules and guidance.

41.2. Reimbursement Requests. Grantee is required to submit its Periodic Performance Report (PPR) and Periodic Financial Report (PFR) on a monthly basis as set forth in Article XL. Grantee may only request reimbursements under this Award at the time it submits its monthly reports. Grantor's preference is for Grantee to limit its requests for reimbursement to one or two in total during the course of the Award Term.

41.3. Monitoring. Grantee is subject to fiscal and programmatic monitoring visits by the Grantor in accordance with 2 CFR 200.336. Grantor must have an open-door policy allowing periodic visits by Grantor monitors to evaluate the progress of the project and provide documentation upon request of the monitor. Program staff will also contact business participants and monitor progress and performance of the Agreement. The Grantor reserves the right to modify the Agreement based on performance.

41.4. Records Retention. The CARES Act guidance issued by the U.S. Department of the Treasury requires a longer records retention period than is required by paragraph 12.1 of this Agreement. Therefore, the Grantee is required to maintain, for five (5) years from the date of submission of the final request for reimbursement, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the ES Program. 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. Business participants in the ES Program shall maintain all records related to the program until at least March 31, 2026, unless a longer retention period is set forth in any financial assistance agreement or certification, or until after the conclusion of all litigation, claims or audit exceptions involving the records have been resolved and final action taken, whichever is latest. Grantee is responsible for ensuring business participants adhere to these records retention requirements.

**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2021
Grantee:	Village of Algonquin	DUNS Number:	70161971
NOFO Number:		Grant Number:	20-488024
CSFA Number:			
CSFA Description:			

**Section A: State of Illinois Funds**

**Revenues**

	<u>Summary</u>	<u>Detail</u>
State of Illinois Grant Amount Requested	\$350,000.00	

**Budget Expenditure Categories**

1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)	\$350,000.00	
1006 CONTRCTUAL SERVICES & SUBAWARD		\$350,000.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$350,000.00	\$350,000.00
17. Total Indirect Costs (200.414)		
Rate: <input style="width: 50px;" type="text"/> %		
Base: <input style="width: 200px;" type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$350,000.00	\$350,000.00

Grantee:

NOFO Number:

Grant Number:

**SECTION A - Continued - Indirect Cost Rate Information**

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

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

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

**Select ONLY One:**

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

Rate:  %

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

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

Indirect Cost Rate:  % The Distribution Base Is:



Grantee:

NOFO Number:

Grant Number:

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

Institution/Organization: \_\_\_\_\_

Institution/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

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