

Village of Carol Stream

BOARD MEETING

AGENDA

JANUARY 6, 2014

7:30 P.M.

All matters on the Agenda may be discussed, amended and acted upon

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the December 16, 2013 Village Board Meeting.
2. Approve, but not release, Minutes to the Executive Session of the December 16, 2013 Village Board Meeting.

C. LISTENING POST:

1. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

If you are here for an item which is added to the consent agenda and approved, the Village Board has acted favorably on your request.

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. A Motion authorizing the Mayor to execute a grant agreement between the Village of Carol Stream and the Illinois Department of Commerce and Economic Opportunity in the amount of \$150,000 and designating Director of Public Works Phil Modaff as authorized designee for the Village
The Village has secured grant funding through the Illinois Department of Commerce and Economic Opportunity for improvements to the Emergency Operating Center (EOC).
2. Metropolitan Alliance of Police (MAP) Contract Extension.
This item extends the Metropolitan Alliance of Police Sergeant's Union Contract 1 Year to April 30, 2015.

Village of Carol Stream

BOARD MEETING AGENDA JANUARY 6, 2014 7:30 P.M.

All matters on the Agenda may be discussed, amended and acted upon

I. ORDINANCES:

1. Ordinance No. _____, Amending the Carol Stream Code of Ordinances to Regulate the Sale To and Possession Of Alternate Nicotine Products to Persons Under Eighteen Years of Age.
Effective January 1, 2014 state law changed making the sale to or possession of alternate nicotine products (e-cigarettes) by minors illegal. The proposed ordinance allows violations to also be written as local violations.
2. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class C Liquor Licenses from 19 to 18 (Dominick's Finer Foods, LLC d/b/a Dominick's #1149, 560 S. Schmale Road).
Ordinance decreasing the number of Class C liquor licenses due to the closing of the Dominick's store.
3. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class K Liquor Licenses from 0 to 1 (Vino Marche Corp, d/b/a Today's Wine, 120 Easy Street, Unit 8).
Ordinance authorizing issuance of a Class K liquor license for the sale of beer, wine and liqueurs through mail order, telephone orders or internet sales.

J. RESOLUTIONS:

1. Resolution No. _____, Adopting the 2014-15 Employee Compensation Plan for the Village of Carol Stream.
Recommendation for a general wage adjustment for non-union employees effective May 1, 2014.

K. NEW BUSINESS:

L. PAYMENT OF BILLS:

1. Regular Bills: December 17, 2013 through January 6, 2014.
2. Addendum Warrants: December 17, 2013 through January 6, 2014.

Village of Carol Stream

BOARD MEETING

AGENDA

JANUARY 6, 2014

7:30 P.M.

All matters on the Agenda may be discussed, amended and acted upon

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2013-12-55	LAST RESOLUTION	2695
NEXT ORDINANCE	2014-01-01	NEXT RESOLUTION	2696

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES

Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, IL

December 16, 2013

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Village Clerk Beth Melody to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees John LaRocca, Rick Gieser, Mary Frusolone, Don Weiss and Matt McCarthy

Absent: Trustee Greg Schwarze

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Attorney Jim Rhodes, Associate Village Attorney Mallory Milluzzi and Village Clerk Beth Melody

* All persons physically present at meeting unless noted otherwise

Eagle Scout Brendan Flanigan led those in attendance in the pledge of allegiance.

MINUTES:

Trustee Weiss moved and Trustee LaRocca made the second to approve the minutes of the December 2, 2013 Village Board meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

Trustee McCarthy moved and Trustee Frusolone made the second to approve, but not release, Minutes to the Executive Session of the December 2, 2013 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

LISTENING POST:**1. Addresses from Audience:**

Resident Suzanne Hlotke stated she was concerned about the growing number of alcohol licenses in the Village and worried about the mixed message it sends to our youth. She stated the licenses are community destroyers.

CONSENT AGENDA

Trustee Gieser moved and Trustee McCarthy made the second to establish a Consent Agenda for this meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

Trustee McCarthy moved and Trustee Frusolone made the second to place the following items on the Consent Agenda established for this meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

- 1. Police Pension Fund – compliance Report FYE13**
- 2. Insurance Plan Recommendation**
- 3. Personnel Manual Revision – Workplace Policy on Firearms**
- 4. A Motion authorizing Change Order #1 to the PWC/WRC LED Site Lighting Project in the amount of (\$132.00)**
- 5. Ordinance No. 2013-12-50, Amending Section 13-3-13 of the Village Code Pertaining to Water and Sewer Rates**
- 6. Ordinance No. 2013-12-51, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class A Liquor Licenses from 8 to 9 (Pizzeria Da Nella Due, LLC d/b/a Pizzeria Da Nella, 600 E. North Avenue**
- 7. Ordinance No. 2013-12-52, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class V Liquor Licenses from 6 to 7 (T&T Entertainment LLC d/b/a Tracy's Café, 465 Thornhill Drive)**
- 8. Ordinance No. 2013-12-53, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class V Liquor**

- Licenses from 7 to 8 (Rocovinos II Inc. d/b/a Rocovino's Restaurant, 904 Army Trail Road)
9. Ordinance No. 2013-12-54, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class V Liquor Licenses from 8 to 9 (Bull Dog Ale House, Inc. d/b/a Bull Dog Ale House, 1021 Fountain View Drive)
 10. Resolution No. 2695, Amending Resolution No. 2640 Adopting the 2013-14 Employee Compensation Plan for the Village of Carol Stream
 11. Raffle License Application – American Legion Post 76
 12. Raffle License Application – Glenbard North High School
 13. Payment of Regular & Addendum Warrant of Bills
 14. 2014 Schedule of Meetings
 15. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ending November 30, 2013

Trustee Weiss moved and Trustee McCarthy made the second to approve the Consent Agenda for this meeting by Omnibus Vote. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>5</i>	<i>Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy</i>
<i>Nays:</i>	<i>0</i>	
<i>Absent:</i>	<i>1</i>	<i>Trustee Schwarze</i>

The motion passed.

The following are brief descriptions of those items approved on the Consent Agenda for this meeting.

Police Pension Fund – compliance Report FYE13:

Consistent with requirements of Public Act 95-950, the Police Pension Fund submits an annual Compliance Report for receipt by the Village Board. The Village Board received the Police Pension Fund – compliance Report FYE13.

Insurance Plan Recommendation:

The Village Board approved a recommendation for health insurance changes for full-time employees of the Village of Carol Stream effective July 1, 2014.

Personnel Manual Revision – Workplace Policy on Firearms:

The Village Board approved a Personnel Manual revision pertaining to Workplace Policy on Firearms in conjunction with the Illinois Firearm Concealed Carry Act.

A Motion authorizing Change Order #1 to the PWC/WRC LED Site Lighting Project in the amount of (\$132.00):

The Public Works Department requested a change order to make two adjustments to the Public Works Center/ Water Reclamation Center Lighting Project that will reduce overall cost by \$132.00. The Village Board approved Change Order #1 to the PWC/WRC LED Site Lighting Project in the amount of (\$132.00).

Ordinance No. 2013-12-50, Amending Section 13-3-13 of the Village Code Pertaining to Water and Sewer Rates:

This ordinance increases the standard billing rate for water services from \$5.37 to \$6.02 per 1,000 gallons metered. The \$0.65 rate increase is a direct pass-through of the Village's additional cost of purchasing water through the DuPage Water Commission and is in response to a series of multi-year rate increases imposed by the City of Chicago in 2012. The new rates will take effect January 1, 2014. The Village Board approved Ordinance No. 2013-12-50, amending Section 13-3-13 of the Village Code pertaining to water and sewer rates.

Ordinance No. 2013-12-51, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class A Liquor Licenses from 8 to 9 (Pizzeria Da Nella Due, LLC d/b/a Pizzeria Da Nella, 600 E. North Avenue:

The Village Board approved Ordinance No. 2013-12-51, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class A Liquor Licenses from 8 to 9 (Pizzeria Da Nella Due, LLC d/b/a Pizzeria Da Nella, 600 E. North Avenue.

Ordinance No. 2013-12-52, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class V Liquor Licenses from 6 to 7 (T&T Entertainment LLC d/b/a Tracy's Café, 465 Thornhill Drive):

On May 6, 2013 Ordinance No. 2013-05-13 was passed creating a Class V liquor license for video gaming. This ordinance increases the number of Class V licenses from 6 to 7 to be issued to Tracy's Café. The Village Board approved Ordinance No. 2013-12-52, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class V Liquor Licenses from 6 to 7 (T&T Entertainment LLC d/b/a Tracy's Café, 465 Thornhill Drive).

Ordinance No. 2013-12-53, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class V Liquor Licenses from 7 to 8 (Roccovinos II Inc. d/b/a Roccovino's Restaurant, 904 Army Trail Road):

On May 6, 2013 Ordinance No. 2013-05-13 was passed creating a Class V liquor license for video gaming. This ordinance increases the number of Class V licenses from 7 to 8 to be issued to Roccovino's. The Village Board approved Ordinance No. 2013-12-53, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class V Liquor Licenses from 7 to 8 (Roccovinos II Inc. d/b/a Roccovino's Restaurant, 904 Army Trail Road).

Ordinance No. 2013-12-54, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class V Liquor Licenses from 8 to 9 (Bull Dog Ale House, Inc. d/b/a Bull Dog Ale House, 1021 Fountain View Drive):

On May 6, 2013 Ordinance No. 2013-05-13 was passed creating a Class V liquor license for video gaming. This ordinance increases the number of Class V licenses from 8 to 9 to be issued to Bull Dog Ale House pending submittal of documentation satisfactory to the Village Attorney. The Village Board approved Ordinance No. 2013-12-54, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class V Liquor Licenses from 8 to 9 (Bull Dog Ale House, Inc. d/b/a Bull Dog Ale House, 1021 Fountain View Drive).

Resolution No. 2695, Amending Resolution No. 2640 Adopting the 2013-14 Employee Compensation Plan for the Village of Carol Stream:

Public Works completed an analysis of departmental needs following two recent vacancies and is recommending two amendments to the organizational structure that would eliminate the Assistant Director of Public Works position and replace it with a new entry level Management Analyst position and create a new Office Manager position. The Village Board passed Resolution No. 2695, amending Resolution No. 2640 adopting the 2013-14 Employee Compensation Plan for the Village of Carol Stream.

Raffle License Application – American Legion Post 76:

The Village Board approved a raffle license application and fee waiver for American Legion Post 76 for their annual raffle license for weekly raffles held at 570 S. Gary Avenue, Carol Stream, Illinois.

Raffle License Application – Glenbard North High School:

The Village Board approved a raffle license, waiver of fee and Manager's Fidelity Bond for a fundraising event to be held on January 9 and 10, 2014 – "Coaches vs. Cancer" basketball game.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated December 16, 2013 in the amount of \$689,510.55. The Village Board approved the payment of the Addendum Warrant of Bills from December 3, 2013 – December 16, 2013 in the amount of \$779,183.08.

2014 Schedule of Meetings:

The Village Board received the 2014 Schedule of Meetings.

Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ending November 30, 2013:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ending November 30, 2013.

Non-Consent Agenda

Ordinance No. 2013-12-55, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class P Liquor Licenses from three (3) to four (4) (RMarts LLC d/b/a Carol Stream Shell, 106 E. North Avenue):

This Ordinance authorizing the issuance of a Class P Liquor License for the sale of beer and wine at Carol Stream Shell pending approval of occupancy was tabled at the December 2, 2013 regular meeting of the Village Board.

Trustee Weiss moved and Trustee McCarthy made the second to remove this agenda item from the table. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>5</i>	<i>Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy</i>
<i>Nays:</i>	<i>0</i>	
<i>Absent:</i>	<i>1</i>	<i>Trustee Schwarze</i>

The motion passed.

Manager Breinig provided an update to the Village Board on the status of occupancy which has not yet been approved pending the provision of electricity to the building by ComEd. Approval of the Village liquor license will allow petitioner to pursue acquisition of the State of Illinois liquor license. Staff feels it would be expedient to authorize approval of the Village liquor license pending imminent issuance of an occupancy permit.

Trustee Weiss expressed concerns and opposition to the issuance of additional (4th) liquor licenses to gas stations and that it sends the wrong message in light of our DUI and red light traffic enforcement efforts. He stated he felt that we are putting economic development above public safety and would definitely be casting a very strong no vote against this proposal.

Trustee Frusolone moved and Trustee McCarthy made the second to approve Ordinance No. 2013-12-55, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class P Liquor Licenses from three (3) to four (4) (RMarts LLC d/b/a Carol Stream Shell, 106 E. North Avenue) pending issuance of an occupancy permit. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>4</i>	<i>Trustees Gieser, Frusolone, McCarthy and Mayor Saverino</i>
<i>Nays:</i>	<i>2</i>	<i>Trustees Weiss and LaRocca</i>
<i>Absent:</i>	<i>1</i>	<i>Trustee Schwarze</i>

The motion passed.

Report of Officers:

Trustee Gieser congratulated Eagle Scout Brendan Flanigan who led the pledge of allegiance tonight He stated Culver's is hosting a fund raiser this week Thursday, December 19th benefitting a local resident Vayda Heard who is battling leukemia. He stated he spoke with Ms. Carol Stream last week and she extended holiday wishes to the residents, staff and Village Board. He wished everyone a merry Christmas and safe and happy New Year.

Trustee Frusolone extended her condolences to Trustee Schwarze who is absent this evening due to the death of his father. She thanked staff for their Christmas Sharing efforts last week. She congratulated the newest members of the Citizens Emergency Response Teams (CERT). She stated the next Citizen Police Academy class is in January 2014. She wished everyone happy holidays, merry Christmas and a happy New Year.

Trustee LaRocca stated he was on the bubble with the issuance of liquor licenses to gas stations and voted no. He apologized to the 2 Carol Stream Firefighters for missing the meeting to issue scholarship money to them. He commented on the issue of grease in sewer lines and showed pictures of how it clogs the sewer lines when grease is emptied into drains. He encouraged everyone to please can your grease. He wished everyone a Merry Christmas.

Trustee Weiss wished a Merry Christmas to the residents, family, staff and the Village Board.

Trustee McCarthy gave his condolences to Trustee Schwarze and his family. He thanked the Village Board, Mayor Saverino, R & M Printing, Flip Flops, the Flanigan Family, Suzanne Hlotke, C & Z handyman, Olympic Logistics and Colony Park for their Christmas Sharing efforts. He stated he had the opportunity to attend the Colony Park Christmas Tree lighting ceremony. He stated he graduated from CERT. He thanked the anonymous resident who cleared the sidewalk from Western Trails to Glenbard North High School with his plow. He recognized the Carol Stream Parks Foundation for their efforts to provide under privileged individuals the opportunity to participate in park district programs. He wished everyone a Merry Christmas and a safe and happy New Year.

The Village clerk wished everyone a Merry Christmas and a safe holiday.

Village Attorney Rhodes extended his warmest holiday wishes to the residents, staff and Village Board. He gave his condolences to Trustee Schwarze and his family.

Village Manager Breinig thanked Lutheran Church of the Master for serving as the host location for the Christmas Sharing program. The Village continues its holiday light recycling program at the Village Hall, Park District and library. All proceeds go to the Christmas Sharing program. The new state law requiring hands free devices goes into effect on January 1, 2014. The Village Board passed new water rates this evening increasing rates by 65¢/1,000 which is a direct pass through of the City of Chicago rate hike. He requested that residents please do not park on streets after a snow fall during snow clearing operations. He wished everyone a Merry Christmas from himself and staff.

Mayor Saverino thanked Trustee Weiss for coordinating a visit to the Technology Center of DuPage, formerly the Davea Center. Trustee Weiss provided a brief overview on the background of the Technology Center. It is an extension of the junior and senior year of high school curriculum with the potential to earn college credit. The Technology Center is located on Swift Road in Addison and there will be an open house in late January for anyone interested in learning more about program offerings. He stated he attended a very nice open house at the Carol Stream library. He thanked Corpus Christie Church for hosting a heroin awareness meeting and Officer Cummings for his presentation. On December 12 at 7:00 a.m. he attended a prayer breakfast with 1,200 people to pray for elected officials. He thanked Brendan Flanigan for his leadership in the community and Trustee McCarthy for recognizing him at the Eagle Scout ceremony. He thanked Suzanne Hlotke for expressing her opinions at tonight's meeting. He wished everyone a Merry Christmas and thanked the Village Board and staff for a great year.

At 8:26 p.m. Trustee Weiss moved and Trustee Gieser made the second to adjourn the meeting to executive session to discuss Section 2.C.2 of the Open Meetings Act, Collective Negotiating Matters, Section 2.C.1 Compensation for One or More Classes of Employees and Section 2.C.11 Pending Litigation. There will be no action taken after executive session and the meeting will adjourn directly from executive session. The results of the roll call vote were as follows:

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed


FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: December 26, 2013

RE: Emergency Operations Center Grant – Illinois Department of Commerce and Economic Development (DCEO) – Grant #12-203626

Attached is a grant agreement from Illinois Department of Commerce and Economic Development (DCEO). The Village will receive \$150,000 from DCEO for the improvement of various systems at the Emergency Operating Center (EOC) over the next twenty-four (24) months. Under existing agreement the Carol Stream Fire Protection District (CSFPD) serves as the Emergency Management Coordinating Agency and houses the EOC at the headquarters located on Kuhn Road. The Fire District has been involved in writing the original grant survey and has submitted a letter to DCEO (copy attached) supporting the proposed improvements.

Following several EOC activations in the past few years Fire District and Village officials have identified a number of needs necessary to improve readiness and reliability of various systems which support coordinated emergency response.

Specifically, the grant will provide funding for the following:

- **Design/Engineering** – costs for design proposals, architectural drawings, and permit costs.
- **Wiring/Electrical** – costs associated with improving communication, data and electrical wiring, including hardening existing wiring and installation of new wiring to improve reliability and provide redundancies.
- **Equipment/Materials/Labor** – covers costs associated with purchase and installation of materials and equipment necessary to upgrade and protect communication systems and internet/intranet infrastructure critical to the collection and distribution of information between first responders and the EOC, as well as the transmission of emergency instruction to the public. All equipment must be permanently housed at the facility and used solely to support emergency response operations.
- **Construction Management/Oversight**
- **Mechanical Systems** – improving the reliability of mechanical systems, including HVAC, during and after severe weather events.

The grant requires that the work be completed during the period January 1, 2014, through December 31, 2015. If approved, we anticipate undertaking the project with the Fire District starting with the new budget in May 2014 and completing the work in that fiscal year.

I am recommending that the Board approve a Motion authorizing the Mayor to execute the attached grant agreement with DCEO in the amount of \$150,000 and designating Director of Public Works Phil Modaff as authorized designee for the Village.

Attachment



CAROL STREAM FIRE PROTECTION DISTRICT

P.O BOX 88717
365 KUHN ROAD
CAROL STREAM, IL 60188-0717
www.carolstreamfire.org

Richard W. Kolomay
Fire Chief

Business Phone: (630) 668-4836
FAX: (630) 668-4877

January 14, 2013

JoLaine Miner
DCEO Grant Management Unit
500 E. Monroe, Mail Code: IL-5
Springfield, IL 62701

RE: 12-203626

Dear JoLaine:

This letter is sent in response to your e-mail request to Carol Stream Public Works Director Phil Modaff seeking acknowledgement of the project and agreement with the proposed improvements to a Carol Stream Fire Protection District (CSFPD) property.

The CSFPD headquarters (located at 365 N. Kuhn Road in Carol Stream) hosts the Emergency Operating Center (EOC). Following several recent emergencies which necessitated opening of the EOC, the Fire District worked in cooperation with the Village to identify improvements needed at this location for the purpose of improving coordinated emergency response to our common constituents. The District has reviewed the grant survey prior to its submittal to DCEO and supports the improvements as identified in the survey.

Please let me know if you require additional information. The Village and Fire District are eagerly looking forward to implementing the improvements to the emergency operating center that this grant will fund.

Sincerely,

Rick Fisher
Secretary



**Illinois
Department of Commerce
& Economic Opportunity**

Pat Quinn, Governor

Grant Management Program 01

Grant No. 12-203626

for the

Village of Carol Stream

Illinois Department of Commerce and Economic Opportunity

500 E. Monroe St.
Springfield, IL 62701

**STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

Notice of Grant Award No. 12-203626

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and **Village of Carol Stream** (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a Grant in an amount not to exceed \$150,000.00 to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of 01/01/2014 through the ending date of 12/31/2015, unless otherwise established within Scope of Work (Part II). The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Parts:

- I. Budget**
- II. Scope of Work**
- III Grant Fund Control Requirements**
- IV. Terms and Conditions**
- V. General Provisions**
- VI. Certifications**

This grant is state funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: Village of Carol Stream

Taxpayer Identification Number:
SSN/FEIN: 362510906

Legal Status:

- Individual (01)
- Sole Proprietor (02)
- Partnership/Legal Corporation (03)
- Corporation (04)
- Not For Profit Corporation (04)
- Medical Corporation (06)
- Governmental (08)

- Estate or Trust (10)
- Pharmacy-Noncoporate (11)
- Nonresident Alien (13)
- Pharmacy/Funeral Home/Cemetery Corp (15)
- Tax Exempt (16)
- Limited Liability Company (select applicable tax classification)
- C - Corporation
- P - Partnership

GRANTEE:

Village of Carol Stream

Grantee's execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By: _____
 (Authorized Signator)

 Date

Frank Saverino, Sr., Mayor
 Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____
 Adam Pollet, Director

 Date

Grantee Address:

Please indicate any address changes below

500 N. Gary Avenue
 Carol Stream, IL 60188-1811

In processing this grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department 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 below. If an Authorized Designee(s) appears below, 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 Grant Agreement.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: Phil Modaff
Authorized Designee Title: Director of Public Works
Authorized Designee Phone: 630-871-6262
Authorized Designee Email: pmodaff@carolstream.org

Authorized Designee Signature:  _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

PART I
BUDGET

Cost Category Description	Cost Cat	DCEO Budget Amount	Variance %	Variance Limit
DESIGN/ENGINEERING	1205	15,000.00	10.00	0.00
WIRING/ELECTRICAL	1215	15,000.00	10.00	0.00
EQUIPMENT/MATERIAL/LABOR	1217	90,000.00	10.00	0.00
CONSTRUCTION MGMT & OVERSIGHT	1221	10,000.00	10.00	0.00
MECHANICAL SYSTEMS	1223	10,000.00	10.00	0.00
CONTINGENCY	1235	10,000.00	10.00	0.00
Total		\$150,000.00		

BUDGET LINE ITEM DEFINITIONS

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

- DESIGN/ENGINEERING** costs associated with creation of the project's architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs if specifically identified as such within the Part II Scope of Work.
- WIRING/ELECTRICAL** purchase of materials necessary for completion of the project scope such as: electrical wiring; conduit; outlets; switches; etc. including associated labor/installation costs, as identified within the Part II Scope of Work.
- EQUIPMENT/MATERIAL/LABOR** purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified within Part II Scope of Work.
- CONSTRUCTION MGMT & OVERSIGHT** costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.
- MECHANICAL SYSTEMS** purchase of materials necessary for completion of the project scope such as: HVAC; elevators; fire alarm, sprinkler, or ventilation systems; etc. including associated labor/installation costs, as identified within the Part II Scope of Work.
- CONTINGENCY** coverage of potential cost overruns in any of the other utilized Grant Budget line items.

Pass-Through Entity or Subgrantor Responsibilities. If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of the Agreement, Grantee must obtain written approval before it provides any portion of this

funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

- (1) Ensure that all subgrant or contractual awards of Grant Funds are made in conformance with the terms of this Agreement specifically including, but not limited to, Sections 3.4 and 3.6 of this Agreement; and
- (2) Ensure subgrantees are aware of the terms and conditions of this grant and abide by them.

PART II
SCOPE OF WORK

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Scope of Work (Part II) hereof, in accordance with the provisions of Budget (Part I) hereof.

Section 1. Public Benefit

The Grantee is a governmental entity providing essential public services to persons within its jurisdiction in DuPage County. The Grantee will use Grant funds to make improvements to support its Emergency Operation Center (EOC) located at 365 Kuhn Road in Carol Stream, Illinois. This facility is owned by the Carol Stream Fire Protection District, which serves as the coordinating agency for all emergency services within the Grantee's corporate limits; and is the base-of-operations for all departments responding to local emergencies and disasters. Grant-funded improvements will ensure that all communication systems, utilities, and broadcast-services are protected and operational during severe weather events in order to keep the EOC operational at all times.

Specifically, Grant funds will be used as follows:

Design/Engineering - to include costs for design proposals, architectural drawings, and permit costs, associated with preparations for making improvements to support the EOC.

Wiring/Electrical - to include costs associated with improving required communication data and electrical wiring, including hardening existing wiring and the installation of new wiring to improve stability and provide necessary back-up service.

Equipment/Material/Labor - to cover all costs associated with the purchase and installation of materials and equipment necessary to upgrade and protect communication systems, including telephone, audio transmission, public broadcast, computers, radios, and internet/intranet infrastructure critical to the collection and distribution of information between first responders and the EOC, as well as the transmission of emergency instruction to the public. All equipment purchased will be permanently housed at the facility and used solely to support emergency response operations.

Construction Management/Oversight - to cover all costs associated with managing the Grant-funded improvements and activities, and overseeing all aspects of the project.

Mechanical Systems - to cover all costs associated with upgrading the current HVAC system to ensure it is operational during and after severe weather events.

Contingency - for coverage of potential cost overruns in any of the other utilized Grant Budget line items.

Completion of this project will benefit the public by improving the infrastructure necessary to support emergency response and effectively communicate disaster warnings and instruction to resident within the Grantee's jurisdiction and surrounding areas.

Section 2. Grant Tasks

- 2.1 The Grantee shall use Grant funds as detailed in Part I, BUDGET. Expenditure of Grant funds will comply with applicable bond guidelines.
- 2.2 The Grantee shall utilize property acquired, constructed or improved with funds provided under this Agreement solely to provide the programs and services specified in Section 1, above, for at least the term of the Grant Agreement. Any sale, transfer, assignment or other conveyance of property acquired, constructed or improved shall provide that the property must continue to be used to accomplish or facilitate the public purpose described in Section 1, above.
- 2.3 The Grantee agrees to comply with the following:

(a) The Grantee shall utilize grant funds in accordance with Part I (Budget) to complete the activities/performance described in Section 1, above. The Grantee shall provide any additional funds, or secure commitments therefore, which are necessary to complete the specified activities/performance during the grant term set forth in the Notice of Grant Award.

(b) The Grantee shall execute all agreements necessary to complete the activities/performance described in Section 1, above, including, but not limited to, purchase/sales contracts for real and/or personal property, leases, easements, loans, financing agreements, grant agreements, operating agreements, etc., during the grant term specified in the Notice of Grant Award.

(c) The Grantee shall obtain all authorization necessary to complete the activities/performance described in Section 1, above, including, but not limited to, municipal ordinances, permits, variances, other approvals, etc., during the grant term specified in the Notice of Grant Award.

(d) The Grantee shall notify the Departmental grant manager in writing no later than 10 days after it becomes aware of any events/circumstances that will result in substantial delays or may substantially impair the Grantee's ability to complete the activities/performance described in Section 1, above, during the grant term specified in the Notice of Grant Award.

(e) The Grantee shall provide to the Department additional information relative to its compliance with the provisions set forth in subsections (a) through (d), above, pursuant to Part III, Section 3.2C, "Additional Information."

(f) In addition to the requirements of Part III, Section 3.7, the Grantee shall maintain in its file, and make available to the Department upon request therefore, copies of documentation, correspondence, agreements, etc., evidencing compliance with the requirements of subsections (a) through (d), above.

2.4 Any equipment purchased with Grant funds provided hereunder shall only be used for the purposes set forth above for the term of the grant.

PART III
GRANT FUND CONTROL REQUIREMENTS

3.1 **AUDITS**

- A. Provide Copy of any Audits Performed If the Grantee is required to obtain an audit by entities other than the Department, the Grantee must provide the Department with a copy of the audit report, applicable management letters (SAS 115), and applicable SAS 114 letters (Auditor's Communication With Those Charged With Governance) within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- B. Discretionary Audit The Department may, at any time, and at its discretion, request a Grant-Specific Audit or other audit, Management Letters (SAS 115) and SAS 114 Letters (Auditor's Communication With Those Charged With Governance) to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- C. Grant-Specific Audit If the Grantee submits a Grant-Specific Audit either by requirement of the Department or in place of a Standard Audit, the Grant-Specific Audit must meet the following requirements:

The audit must be completed at the end of the grant and cover the entire grant period.

The audit must include a Revenue (Receipt) and Expenditure Statement, which verifies budget amounts with actual amounts for this grant. The audit must also include a compliance component which covers, at a minimum, the following items:

- Confirmation that the Grantee completed the activities described in the Scope of Work (Part II) within the grant term;
 - Confirmation that the Grantee obtained prior written approvals from the Department for material changes from the performance of the activities described in the Scope of Work (Part II);
 - Confirmation that the Grantee expended grant funds within the grant period;
 - Confirmation that the Grantee adhered to the grant Budget (Part I) or, if not variances must be identified;
 - Confirmation that the Grantee obtained prior written approvals from the Department for any material variances in its expenditure of grant funds;
 - Confirmation that the Grantee adequately accounted for the receipts and expenditures of grant funds;
 - Confirmation, if applicable, that the Grantee returned grant funds and interest to the Department in accordance with the provisions of the Grant Agreement; and
 - Confirmation that the amounts reported in the Final Grantee Report are traceable to its general ledger and accounting records.
- D. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.
- E. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Department at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Department electronically, the information shall be sent to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, IL 62701

3.2 REPORTING REQUIREMENTS

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

- A. Expenditures and Project Activity Prior to Grant Execution If the Agreement is executed more than thirty (30) days after the beginning date of the grant term provided in the Notice of Grant Award, the Grantee must submit a Grantee Report, in a format provided by the Department, including the status of the Project, certification of job counts and accounting for expenditures incurred from the beginning of the grant term up to the end of the month preceding the date of the Department's execution. If this Report is required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.
- B. Final Grantee Report The Final Grantee Report described in Section 5.3 hereof is due within 45 days following the end date stated in the Notice of Grant Award. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the grant term. The Grantee's failure to comply with the Close-out requirements set forth herein and in Section 5.3 will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.
- C. Additional Information Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.
- D. Submittal of Reports Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department. All grants require, at a minimum, the filing of quarterly reports describing the progress of the program, project, or use and the expenditure of the grant funds related thereto.
- E. Failure to Submit Reports In the event Grantee fails to timely submit any reports required under this Agreement, the Department may withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

3.3 WELCOME PACKAGE

Upon execution of this Grant Agreement, the Grantee will receive a Welcome Package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 3.2(B) of this Grant Agreement.

3.4 FISCAL RECORDING REQUIREMENTS

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is

accountable for all Grant Funds received under this Grant, including those expended for sub grantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

3.5 DUE DILIGENCE IN EXPENDITURE OF FUNDS

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

3.6 MONITORING

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance by all methods available by law, including full access to and the right to examine any document, papers and records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

3.7 RECORDS RETENTION

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following the Department's final written approval of all required close-outs, unless the Department notifies the Grantee prior to the expiration of the four years that a longer period is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General, or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of four (4) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

**PART IV
TERMS AND CONDITIONS**

4.1 AUTHORITY: PURPOSE: REPRESENTATIONS AND WARRANTIES

- A. Authority The Department is authorized to make this grant pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

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

- B. Purpose: Representations and Warranties The sole purpose of this grant is to fund the Grantee's performance of the Project, described in Scope of Work (Part II) hereof, during the term of this grant. The Grantee represents and warrants that the grant proposal/application submitted by the Grantee is in all material respects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Scope of Work (Part II).

4.2 PROJECT SCHEDULE: EXTENSIONS

- A. Project Schedule The Grantee must complete the Scope of Work (Part II) within the grant term. The Department may require the submission of deliverables. Deliverables must be provided as directed by the Department. For purposes of this Agreement, the Grant Period Begin Date shall be the Project Commencement Date and the Grant Period End Date shall be the Project Completion Date unless these dates are clearly identified as distinctly different in the Scope of Work (Part II).
- B. Extensions Extensions of the grant term will be granted only for good cause. Grantees requiring an extension of the grant term should submit a written request to the Program Manager prior to the grant expiration date stating the reason for the extension. All extensions must comply with requirements of Section 5.7.

Grantee's failure to adhere to the schedule set forth in Scope of Work (Part II) may be grounds for suspension or termination of this Agreement pursuant to Section 5.5 herein. Further, failure by the Grantee to comply with the terms and conditions outlined in Scope of Work (Part II), or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by the Department for future funding.

4.3 PAYMENT AND EXPENDITURE OF GRANT FUNDS

- A. Expenditure of Funds: Right to Refund Payment of the grant amount specified in the Notice of Grant Award shall be made to the Grantee as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work (Part II) of this Agreement. In addition to reasons set forth in other sections of this Agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to the Notice of Grant Award; or (ii) Grant Funds have not been expended or legally obligated within the grant term in accordance with Budget (Part I) and Scope of Work (Part II) hereof. If the Department requires a refund under either of the above circumstances, the Grant Funds must be returned to the Department within forty-five (45) days of the end of the grant term or the otherwise effective Grant Agreement termination date.
- B. Payment Provisions: Prior Incurred Costs

25% Partial Advance/Remainder Reimbursement

Upon execution of this Agreement, the Department shall authorize an initial disbursement in the amount of twenty-five percent (25%) of the total grant award. Future payments to the Grantee are subject to the Grantee's submission and certification of eligible costs incurred and any documentation as required by the Department. Payment shall be initiated upon the Department's approval of eligible costs and cash amount requested for reimbursement of those costs.

Prior Incurred Costs

Reimbursement of costs incurred prior to the beginning date as specified in the Notice of Grant Award will be allowed only if specifically provided for in the Scope of Work (Part II), as approved by the Department. If not clearly identified in Scope of Work (Part II), any costs incurred prior to this Agreement will be disallowed.

4.4 GRANT SPECIFIC TERMS/CONDITIONS

A. Projects Requiring External Sign-offs

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

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

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

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

- (2) For projects subject to review by the Illinois Environmental Protection Agency, the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 et seq.
- (3) **External Sign-Off Provisions :**
- a) The Project described in Part II and funded under this Grant Agreement, is subject to review by the external agency(ies) indicated in Item 1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. Any requirements communicated to the Department shall be incorporated into this Agreement as follows: (i) as an attachment to this Agreement (immediately following this Part IV) at the time of grant execution; or (ii) if received from the applicable agency(ies) subsequent to execution, as an addendum to this Agreement. The Grantee is contractually obligated to comply with such requirements.
 - b) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Department's obligation

to disburse funds under this Grant Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the Project have been satisfied. Upon receipt of said notification, disbursement of the grant funds shall be authorized in accordance with the provisions of Section 4.3B hereof.

- c) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE DEPARTMENT OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

- B. If external sign-offs are indicated in this Section 4.4 disbursement of grant funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this Section 4.4. Upon receipt of all required sign-offs, the Department's Accounting Division will be notified to disburse grant funds in accordance with the disbursement method indicated herein.

C. Interest on Grant Funds

Notwithstanding Section 4.6 or any other provision in this Agreement, the Grantee may be allowed to retain interest earned on grant funds awarded under this Agreement, provided that:

- (1) All interest earned must be expended prior to grant funds. All reporting documents should reflect the full expenditure of any interest earned. Any grant funds or earned interest unspent above the total cost of the project as detailed in Parts I and II must be returned as grant funds to the Department as described in Part 5.3 herein; and
- (2) Interest may only be expended for activities which are identified in Parts I and II hereof; and
- (3) All interest earned must be accounted for and reported to the Department in the Grantee Final Financial Status Report described in Section 5.3 herein.

Retained interest must be kept in accordance with Section 4.5 of the Grant Agreement.

4.5 DEPOSIT OF GRANT FUNDS

Grant Funds paid in advance of realized costs must be kept in an interest bearing account and maintained therein until used in accordance with the terms and conditions of this Agreement. The Department may waive this requirement upon a written request from the Grantee; however written Departmental approval must be received before any Grant Funds are kept in a non-interest bearing account. Grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum on any of the Grant Funds kept in a non-interest bearing account without prior Departmental written approval.

Any interest earned on these Grant Funds must be accounted for as provided in Section 4.6 of this Agreement. Exceptions to Section 4.5 are not permissible without prior written approval by the Department.

Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion.

4.6 RETURN OF INTEREST ON GRANT FUNDS

This Agreement does not allow for the retention of interest by the Grantee. Any interest earned on Grant Funds provided under this Agreement must be accounted for in the Final Financial Status Report described in Section 5.3 herein, and returned as interest to the Department in accordance with the directions provided by the Department.

4.7 INTENTIONALLY LEFT BLANK

4.8 SUPPORT

Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the Project, unless the Agreement specifically sets forth items of support to be provided by the Department.

4.9 OWNERSHIP, USE AND MAINTENANCE OF PERSONAL PROPERTY

A. Ownership Subject to the provisions of this Section 4.9, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds.

B. Use; Maintenance; Insurance During the Grant term, the Grantee must:

(1) use equipment and materials acquired with Grant Funds only for the approved Project purposes set forth in Scope of Work (Part II); and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

C. 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 or material during the grant term without prior written approval of the Department.

4.10 PUBLIC INFORMATION REQUIREMENTS

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials within ten (10) days, or as soon as practical with written permission from the Department, before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department.

The Grantee will provide adequate advance notice pursuant to Section 4.12 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department's participation in the Project.

4.11 DEPARTMENT REMEDIES

In addition to any remedies found elsewhere in this Agreement or at law, the Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee must comply with the Department's direction within 45 days following written notice or demand from the Department.

- A. The Department may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;
- B. The Department may 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;
- C. The Department may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to the Department or its designee.

4.12 **NOTICES**

Notices and other communications provided for herein shall be given in writing by first class mail, by registered, or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the respective party at the address set forth on the signature page hereto, or to such other authorized designees as the parties may designate in writing from time to time. Grantee is responsible for providing the Department with correct address and contact information for itself and its designees. Any notice to the Grantee shall be deemed to have been provided if sent to the address or contact information on the signature page or to the address of an authorized designee. Notice to the Department is deemed to have been provided at the time it is actually received.

4.13 **COMPLAINT PROCESS**

In the event of a Grantee complaint, the Department's Administrative Hearing Rules shall govern and said rules can be found at Title 56 Illinois Administrative Code, Section 2605.

4.14 **GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.)**

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within 45 days following the expiration or termination of this Agreement.

4.15 **GRANT PROJECT MANAGEMENT**

All necessary and ordinary communications, submittals, approvals, requests and notices related to the Project shall be submitted to:

JoLaine Miner
Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701

4.16 **BOND FUNDED GENERAL GRANT PROVISIONS**

It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

**PART V
GENERAL PROVISIONS**

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES; GRANTEE GENERAL COVENANTS

- A. Grantee Representations and Warranties In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to the Department:
- (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement;
 - (2) That its employees, agents and officials are competent to perform as required under this Agreement;
 - (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
 - (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
 - (5) 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;
 - (6) That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted applicable statute, regulation or ordinance;
 - (7) 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;
 - (8) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency;
 - (b) Have not within a three-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 false statement, or receiving stolen property; and
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

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

(9) That this Agreement has been duly executed and delivered on behalf of the Grantee and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforcement of any such terms may be limited by

(a) Applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or

(b) Judicial public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce; and performance required under this Agreement; and

(10) 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 the Department 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 the Department is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement pursuant to Section 5.5.

B. General Covenants In connection with the execution and delivery of this Agreement, the Grantee makes the following covenants to the Department, which are in addition to any specific covenants contained in this Agreement:

(1) That it will use Grant Funds only for the purposes set forth in the Budget (Part I) and Scope of Work (Part II), respectively, of this Agreement;

(2) That all warranties and representations made by the Grantee in this Agreement shall be true, accurate and complete for the term of the Agreement;

(3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to the Grantee;

(4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by the Grantee, voluntary or involuntary, the Department may decline to make any further payment, which may otherwise be required under this Agreement;

(5) That it shall immediately notify the Department of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform any or all of its obligations under this Agreement; and

(6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

5.2 APPROPRIATION; NONAPPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED FUNDING SOURCES/REVENUES

A. Appropriation The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

- B. Non-appropriation/Insufficient Appropriation Payments pursuant to this Agreement are subject to the availability of applicable federal and/or state funding from the Department and their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5(A)(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.
- C. Reduced Funding Sources/Revenues The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:
- (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
 - (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced scope of services, the Department shall terminate the Grant in accordance with the provisions of Section 5.5(A)(2) herein.

5.3 GRANT CLOSE-OUT

- A. Final Grantee Report In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Final Grantee Report on forms provided by the Department, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. The Grantee must report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Final Grantee Report, including such action as the Department, based on its review of the report, may direct.
- B. 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 earlier of the Grant Period end date or the effective date of termination of this Agreement, refund to the Department, any balance of Grant Funds not spent or not obligated as of said date.

5.4 DEFAULT AND REMEDIES

The occurrence of any of the following events, during the grant term, shall constitute a default:

- A. Grantee shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by the Grantee in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

- C. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect;
- E. The Grantee permanently ceases the conduct of active trade or business at the location specified in Scope of Work (Part II), for any reason, including, but not limited to, fire or other casualty;
- F. Company fails to provide the Company Contribution, if applicable, as identified in Scope of Work (Part II);
- G. Grantee defaults on a loan from a third party. Grantee shall provide the Department with immediate notice upon making a determination that it will default on a loan.

Grantee shall have 30 days from the date Department notifies it of the occurrence of a default to cure the default to Department's satisfaction. Grantee's failure to cure, or to initiate a cure which is satisfactory to the Department, shall be a sufficient basis for the Department to terminate this Agreement and to direct Grantee to refund all Grant Funds disbursed to it by the Department within thirty (30) days of receipt of the notice of termination.

At the Department's discretion the Grantee shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum for any amount of the Grant Funds which it has not refunded to the Department beginning thirty (30) days from the date the termination notice is sent by the Department and continuing to the date that all Grant Funds are refunded by Grantee or recovered through other legal processes available to the Department.

5.5 TERMINATION; SUSPENSION

A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation In the event of non-appropriation or insufficient appropriation as described in Section 5.2(B) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.
- (2) Reduced Funding Sources/Revenues In the event the parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.2(C) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under

this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

For Cause If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

- (3) For Convenience The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department's statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10(F) hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Budget (Part I) and Scope of Work (Part II). Grant refunds shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

- B. Suspension If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 INDEMNIFICATION

- A. Non-Governmental Entities The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

- B. Governmental Entities In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department as set out herein to the extent authorized by Federal and/or State constitutions(s) and/or laws.

5.7 **MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS**

- A. Modifications by Operation of Law This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.
- B. Budget Modifications Grantee must expend the Grant Funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the grant term will vary from the amounts listed in the approved project budget it must submit a written request for approval from the Department prior to incurring the revised costs. Said request must give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Project Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions is a sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

The Grantee may make a line item transfer up to the allowable variance percentage/amount of the total approved line item budget as specified in Budget (Part I) without prior written approval of the Department, subject to the following conditions:

- (1) Modifications Requiring Departmental Approval If the Grantee determines that its expenditures will vary from the approved budgeted line item amounts listed in Budget (Part I) by more than the allowable variance percentage/amount for any given line item expenditure, but will not exceed the total grant award, it shall submit a written request for approval from the Department prior to incurring the revised costs. Modification requests shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised project Budget (Part I) incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions shall be deemed sufficient for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.
- (2) Discretionary Transfers Transfers between approved line items that do not exceed the allowable variance percentage/amount of the original approved budget line item may be made at the Grantee's discretion without the Department's approval. For purposes of the allowable discretionary transfer(s), the line item to which the transfer is made cannot be increased by more than the allowable variance percentage/amount of the original approved line item. Additionally, the allowable discretionary transfer does not apply to an Audit line item (if present). Any and all modifications to an existing Audit line item may only be made with the Department's prior written approval.
- C. Discretionary Modifications If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections 5.7(A) and 5.7(B) above, 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 Department and the Grantee. However, if the Department 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 Department shall consider those objections when evaluating whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the Grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

- D. Unilateral Modifications The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7(C) above does not apply to the unilateral modification authority described in Section 5.7(D).
- E. Management Waiver The parties agree that the Department may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to requirements relating to the Grantee's compliance with existing audit requirements in the Agreement, retention of interest earned by the Grantee on Grant Funds, variances to budgetary line items, non-material changes to the Scope of Work (Part II), and any other non-material changes to specific grant terms that the Department 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 Department 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.
- F. Term Extensions The Grantee acknowledges that all Grant Funds must be expended or legally obligated during the grant term set forth in the Notice of Grant Award. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et. seq.), no grant term may be extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed in reimbursement of costs previously incurred by the grantee.

5.8 CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/ EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF GRANT FUNDS

- A. Conflict of Interest A conflict of interest exists if a Grantee's officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

B. Interest of Public Officials/Employees

- (1) Governmental Entity If the Grantee is a governmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. Further, Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in

the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

- (2) Nongovernmental Entity If the Grantee is a nongovernmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate notification to the Department as provided in Section 5.8A. The Department may, in its discretion, issue Grant Funds if it determines that appropriate safeguards are in place and that it is in the best interest of the State to proceed.

Violations of Section 5.8 may result in suspension or termination of this Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

- C. Bonus or Commission Prohibited The Grantee shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.
- D. Hiring State Employees Prohibited No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant Funds derived directly or indirectly through this grant without the written approval of the Department.

5.9 APPLICABLE STATUTES

- A. 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 Department shall not be responsible for monitoring Grantee's compliance.
- B. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1) No grant award 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 Department identifying each beneficiary of the land trust by name and address and defining such interest therein.
- C. 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 Historic Preservation Agency.
- D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.) In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that 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 canceled 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.
- E. Drugfree Workplace Act (30 ILCS 580/1 et seq.) Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are

applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

- F. Freedom of Information Act (5 ILCS 140/1 et seq.) Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.
- G. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) All projects for the construction of fixed works which are financed in whole or in part with Grant Funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In the construction of the project, the 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 project shall be paid to all laborers, workers and mechanics performing work under the contract 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.
- H. 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 violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve 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.
- I. Equal Pay Act of 2003 (820 ILCS 112 et seq.) If the Grantee has four 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.
- J. 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 grant 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.).
- K. Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01) The Grantee shall provide the Department with documentation certifying that at least fifty percent (50%) of the total labor hours performed to complete the project described in Scope of Work (Part II) were performed by actual residents of the State of Illinois, in those cases where the project meets the statutory definition of a state construction project in 20 ILCS 605/605-390. In periods of excessive unemployment the Grantee shall also provide the Department with documentation certifying that it has caused to be employed at least ninety percent (90%) Illinois laborers on the project described in Scope

of Work (Part II), in those cases where the project meets the statutory definition of a public works project or improvement in 30 ILCS 570/0.01 et seq.

- L. Minorities, Females, 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, Females, 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 Scope of Work to be performed under this Agreement.
- M. Identity Protection Act (5 ILCS/179 et. seq.) and Personal Information Protection Act (815 ILCS 530 et. seq.) The Department of Commerce and Economic Opportunity (DCEO) is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, DCEO 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, grants. DCEO 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 DCEO as a result of state or federal laws, rules and regulations.

5.10 MISCELLANEOUS PROVISIONS

- A. Independence of Grantee Personnel All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.
- B. Grantor Authority The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.
- C. Governing Law This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.
- D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes The Grantee shall provide Worker's 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.
- E. Delivery of Grantee Payments Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requirements of Section 5.10(F) below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.
- F. Notice Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means,

respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

The Grantee acknowledges and agrees that its address set forth in the Notice of Grant Award 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 Department 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 Department of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Program Manager and notify him/her of said change of address and a formal modification will be executed.

- G. Required Notice Grantee agrees to give prompt notice to the Department of any event that may materially affect the performance required under this Agreement. Any notice or approval relating to Section 5.5 (Termination), Section 5.7C (Discretionary Modifications), Section 5.7E (Waivers), and Section 5.10I (Assignment) must be executed by the Director of the Department or her/his authorized designee.
- H. Modifications A modification of any condition of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.
- I. Assignment The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.
- J. Severability Clause If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.
- K. Integration Clause This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
- L. Comptroller Filing Notice The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.
- M. Subcontract and Grants The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement. For the Department to approve the use of any subcontract or subgrant, the Grantee must employ an open, impartial and reasonably competitive selection process.
- N. Attorney Fees and Costs If the Department is the prevailing party in any proceeding to enforce the terms of this Agreement, the Department has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.

**PART VI
STATE OF ILLINOIS 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.

6.1 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.

6.2 CONFLICT OF INTEREST

The Grantee certifies 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 Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING

The 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 Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN

The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT

The Grantee certifies that:

- A) It is a Corporation, Partnership, or other entity (other than an individual) **with 24 or fewer employees** at the time of execution of this Agreement.
- B) That the purpose of this grant is to fund solid waste reduction.
- C) It is a Corporation, Partnership, or other entity (other than an individual) **with 25 or more employees** at the time of execution of this Agreement, or
- D) That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

- (a) Publishing a statement:
 - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the Grantee's policy of maintaining a drug free workplace;
 - (iii) any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY

The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission

of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT

The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

6.9 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 and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).

6.11 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 Department 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 Department. 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.

6.12 PROHIBITION OF GOODS DERIVED FROM CHILD LABOR

The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

6.13 PREVAILING WAGE

The Grantee acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.14 LIEN WAIVERS

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.

6.15 INTERAGENCY WETLAND POLICY ACT

The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of the Agreement, and failure to cure the breach within sixty (60) days after notice thereof will result in the termination of this Agreement.

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Board of Trustees

FROM: Robert Mellor, Assistant Village Manager *RM*
Caryl Rebholz, Employee Relations Director *CR*

DATE: January 2, 2014

RE: Metropolitan Alliance of Police (MAP) Contract Extension

Pursuant to Village Board direction staff has had several meetings with union representatives from the MAP Sergeant's union to discuss a one year contract extension effective May 1, 2014. The attached Memorandum of Agreement (MOA) tentatively agreed to by the Village and MAP was ratified by the union membership on December 28, 2013 and includes the following provisions:

- Insurance language changes consistent with those contained in the FOP contract dated May 1, 2012 – April 30, 2015 which will allow the Village to reduce or eliminate exposure to penalties associated with the Affordable Care Act.
- May 1, 2014 wage adjustment = 3.75% (same at the FOP contract)
- PPO buyout incentive of \$2,500

The rest of the contract remains unchanged. Staff recommends approval of the attached MOA between the Village of Carol Stream and the Metropolitan Alliance of Police.

Cc: Joe Breinig, Village Manager
Kevin Orr, Police Chief
Robert Smith, CBS Lawyers

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (MOA) between the Village of Carol Stream, Illinois, (Village) and the Metropolitan Alliance of Police, Chapter 537 (Chapter) with respect to an amendment of their 2011-14 collective bargaining agreement (CBA). The parties hereby agree as follows;

1. The CBA is hereby extended by one full year. Accordingly, Article XXVI is amended to provide as follows:

Except as otherwise specifically provided herein, this Agreement shall be effective upon execution, and shall remain in full force and effect until the 30th day of April 2015 ~~2014~~. Within one hundred twenty (120) days prior to the expiration date of this Agreement, either party may request in writing a meeting to discuss the possibility of another agreement or the extension of this Agreement.

Negotiations over such subjects shall commence within thirty (30) calendar days of receipt of the demand, unless otherwise mutually agreed.

This Agreement shall remain in full force and effect pending the completion of any reopener negotiations or impasse resolution proceedings.

2. Article XV, Wages, is hereby amended to provide as follows:

Wages. During the term of this Agreement, each sergeant in the bargaining unit shall be paid according to the following wage schedule:

	3% 5/1/11	2% 5/1/12	2¼ % 5/1/13	<u>3.75% 5/1/14</u>
Start	83,725	85,400	87,321	<u>90,595</u>
After 2 Years	88,330	90,097	92,124	<u>95,579</u>
After 4 Years	93,187	95,051	97,190	<u>100,834</u>
After 6 Years	98,365	100,332	102,589	<u>106,436</u>

Step movement shall occur on the anniversary date of the employee's promotion to the rank of sergeant. The above wage schedule shall be retroactive to the dates indicated for all hours worked or paid.

3. Article XII, Section B, Part 1 Health Insurance is hereby amended to provide as follows, with the Side Letter accompanying this MOA:

Health Insurance.

1. Health Insurance. The Village maintains a group medical, major medical, hospital, and dental insurance program for all full-time, non-temporary employees of the Village including sergeants who are scheduled to work an average of 40 hours per week. It is not compulsory for an employee to join the program, however, all eligible employees who

wish health insurance coverage shall participate as follows, depending upon their dates of hire:

- (a) Employees hired prior to May 1, 1993 - who choose family coverage will pay 20% of the dependent portion of the group major medical and hospital insurance premiums. Single coverage payments will be fully paid for by the Village.
- (b) Employees hired on or after May 1, 1993 – who wish to participate shall contribute 20% of group major medical and hospital insurance premiums.
- (c) Employees hired on or after May 1, 2004 will only be eligible to participate in the Village's Health Maintenance Organization ("HMO") Option.
- (d) It is understood, at the time of this agreement, that the Village will offer an HMO plan on and after May 1, 2014 that is substantially similar to the existing HMO plan currently in effect at the time of ratification except that the following benefit levels may be changed to include: \$25 Physician Co-Pays, \$100 Emergency Room Visit Co-Pays, and RX Co-Pays of \$3/\$20/\$35.

Effective upon ratification, those employees currently eligible for PPO coverage may elect to permanently opt out of such coverage and, in such event, shall receive a one-time, lump sum bonus in the gross amount of \$2,500.00, which said amount shall not be added to base pay. Any employee electing such option shall execute such waiver forms as may be required by the Village. The Village will hold a special enrollment period and assist those employees electing to permanently opt out of the PPO coverage with their enrollment in a new plan.

~~The Health Insurance opt out program offered by the Village to non-represented Village employees will be offered to bargaining unit employees during the term of this Agreement, effective with the first month following execution of this Agreement.~~

AGREED:
VILLAGE OF CAROL STREAM

By: _____

METROPOLITAN ALLIANCE OF POLICE,
CHAPTER 537

By: *[Signature]* SA

By: *[Signature]*
President

Date: _____

Date: 12-28-2013

ATTEST:

Village Clerk

[Signature] 35

SIDE LETTER

TO THE BARGAINING AGREEMENT EFFECTIVE

MAY 1, 2011 TO APRIL 30, 2015

1. It is understood that the Village's PPO plan option will likely be eliminated on or after May 1, 2014. Should this occur, the Chapter accepts this change and it will not be subject to grievance arbitration and/or bargaining.
2. For the term of this bargaining agreement, the parties agree to defer all bargaining regarding the Cadillac Tax or any similar penalties that might be imposed under the Affordable Care Act based on the understanding that such penalties would not take effect until January 1, 2018. The parties agree that this topic will be raised during negotiations for the successor bargaining agreement, and the fact that the parties deferred bargaining regarding the Cadillac Tax until then shall not be used to create a heavier burden of proof than would have existed had the parties discussed the issue during negotiations for the instant collective bargaining agreement.

AGREED this ___ day of _____, 2013:

AGREED:

VILLAGE OF CAROL STREAM

**METROPOLITAN ALLIANCE OF POLICE,
CHAPTER 537**

By: _____

By:  (54)

By: 
President

Date: _____

Date: 12.28.2013


ATTEST:

Village Clerk

 35

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager 

DATE: December 27, 2013

RE: Alternative Nicotine Product Sales to Minors

Public Act 098-0350 bans the sale of "alternate nicotine products" to people under 18 years of age. This state law addresses products including but not limited to e-cigarettes that provide a means for the ingestion of nicotine. The statute excludes cigarettes, smokeless tobacco or other tobacco already banned for sale to people under 18 years of age. Public Act 098-0350 has a January 1, 2014 effective date.

Attached you will find an ordinance prepared by the Village Attorney amending the Code of Ordinances making the sale to and possession of alternate nicotine products by people under 18 years of age a local ordinance violation. Passage of this ordinance will allow the Police Department to ticket offenses of Public Act 098-0350 as a local ordinance violation. Officers will continue to have the option of charging violations under state law. Staff recommends adoption of the proposed ordinance. The Police Department intends to incorporate enforcement of Public Act 098-0350 into its enforcement of existing state laws and local ordinances addressing the sale of tobacco products.

JEB/td
Attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CAROL STREAM CODE OF ORDINANCES TO REGULATE THE SALE TO AND POSSESSION OF ALTERNATIVE NICOTINE PRODUCTS TO PERONS UNDER EIGHTEEN YEARS OF AGE

WHEREAS, the Mayor and Board of Trustees have heretofore adopted Chapter 10, Article 9 of the Carol Stream Code of Ordinances regulating the sale to and possession of tobacco products by persons under eighteen years of age within the Village of Carol Stream; and

WHEREAS, availability of alternative nicotine products and electronic cigarettes, posses the same or similar health hazards as tobacco products, to persons under eighteen years of age; and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream has determined that it should prohibit the sale to and the possession of alternative nicotine products and electronic cigarettes by persons under eighteen years of age.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1:

The Carol Stream Code of Ordinances, Chapter 10, Article 9, Section 10-9-1, DEFINITIONS, is hereby amended, and as amended shall read as follows:

§ 10-9-1 DEFINITIONS.

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALTERNATIVE NICOTINE PRODUCT. Any product or devise not consisting or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. The Term Alternative Nicotine Product excludes cigarettes, smokeless tobacco, or other tobacco products as these terms are defined in this Section and any product approved by the United States Food and Drug Administration as a non-tobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

ELECTRONIC CIGARETTE OR E-CIGARETTE. A battery-operated device that contains cartridges filled with a combination of nicotine, flavor, and chemicals that are turned into vapor which is inhaled by the user.

SMOKELESS TOBACCO. Any tobacco products that are suitable for dipping or chewing.

TOBACCO PRODUCTS. Any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, or dipping tobacco, and any nicotine delivery systems, including electronic cigarettes other than those prescribed by a physician.

VENDING MACHINE. Any mechanical, electric or electronic, self-service device which, upon insertion of money, tokens, credit card, debit card, or any other form of payment, dispense tobacco products.

SECTION 2:

The Carol Stream Code of Ordinances, Chapter 10, Article 9, Section 10-9-2, LICENSE REQUIRED, is hereby amended, and as amended shall read as follows:

§ 10-9-2 LICENSE REQUIRED.

(A) It shall be unlawful to sell or offer for sale at retail, to give away, other than a situation where the gift is made by one who does not also sell tobacco products or alternative nicotine products, deliver or to keep with the intention of selling at retail, giving away or delivering tobacco products or alternative nicotine products within the village without have first obtained a tobacco dealer's license pursuant to this Article.

(B) Such license shall be in addition to any other license required by this code.

SECTION 3:

The Carol Stream Code of Ordinances, Chapter 10, Article 9, Section 10-9-3, PROHIBITED SALES; DELIVERY SIGNS, is hereby amended, and as amended shall read as follows:

§ 10-9-3 PROHIBITED SALES; DELIVERY SIGNS.

(A) It shall be unlawful for any person, including any licensee, to sell, offer for sale, give away or deliver tobacco products, electronic cigarettes, alternative nicotine products, coupons for tobacco products, electronic cigarettes or alternative nicotine products, or to provide free promotional items relating to tobacco products, electronic cigarettes or alternative nicotine products, to any person under the age of 18 years; provided, however, that these acts shall not be unlawful under this provision if a parent carries out such acts in the privacy of the parent's residence with his or her child.

(B) The sale of tobacco products unpackaged shall be prohibited.

(C) It shall be unlawful to display tobacco products, electronic cigarettes or alternative nicotine products together with counter displays of candy or other similar products.

(D) Signs informing the public of the age restrictions provided for herein shall be posted by every licensee and on every display of tobacco products, electronic cigarettes or alternative nicotine products for sale.

(1) Each such sign shall be plainly visible and shall state:

“THE SALE OF TOBACCO PRODUCTS, ELECTRONIC CIGARETTES AND ALTERNATIVE NICOTENE PRODUCTS TO PERSONS UNDER EIGHTEEN YEARS OF AGE IS PROHIBITED BY LAW.”

(2) The text of such signs shall be in red letters on a white background; such letters to be at least $\frac{5}{8}$ -inch high. The signs will be provided by the village free of charge.

SECTION 4:

The Carol Stream Code of Ordinances, Chapter 10, Article 9, Section 10-9-4, MINIMUM AGE TO SELL TOBACCO PRODUCTS, is hereby amended, and as amended shall read as follows:

§ 10-9-4 MINIMUM AGE TO SELL TOBACCO PRODUCTS.

It shall be unlawful for any licensee and/or any officer, associate member, representative, agent or employee of such licensee to engage, employ or permit, suffer or allow any person under 18 years of age to sell tobacco products or alternative nicotine products or to offer tobacco products or alternative nicotine products for sale.

SECTION 5:

The Carol Stream Code of Ordinances, Chapter 10, Article 9, Section 10-9-5, PURCHASES BY MINORS PROHIBITED, is hereby amended, and as amended shall read as follows:

§ 10-9-5 PURCHASES BY MINORS PROHIBITED.

It shall be unlawful for any person under the age of 18 years to purchase or to attempt to purchase tobacco products, electronic cigarettes or alternative nicotine products, or to misrepresent his or her identity or age, or to use any false or altered identification for the purpose of purchasing or attempting to purchase tobacco products, electronic cigarettes or alternative nicotine products.

SECTION 6:

The Carol Stream Code of Ordinances, Chapter 10, Article 9, Section 10-9-6, LICENSE LIMITED TO PLACE OF BUSINESS, is hereby amended, and as amended shall read as follows:

§ 10-9-6 LICENSE LIMITED TO PLACE OF BUSINESS.

(A) Any license issued shall specify the specific location to which the license shall refer and the license shall only be valid at that location.

(B) Notwithstanding the foregoing, a vendor whose services include the delivery of tobacco, electronic cigarettes, alternative nicotine products, and other consumer products to customers at the customer's address pursuant to telephonically or electronically transmitted orders, may deliver tobacco products, electronic cigarettes and alternative nicotine products to the customer's address, provided however, that the vendor's delivery employee shall determine that the person receiving the delivery of the tobacco product, electronic cigarette or alternative nicotine product is not under the age of 18 years. Such determination shall be made by:

(1) examining from any person that appears to be under 27 years of age a government issued photographic identification that establishes the person is at least 18 years of age, or

(2) for sales made through the Internet or other remote sales methods, performing age verifications through an independent, third-party age verification service that compares

information available from public records to the personal information entered by the person during the ordering process, that establishes the person is 18 years of age or older.

SECTION 7:

The Carol Stream Code of Ordinances, Chapter 10, Article 9, Section 10-9-7, VENDING MACHINES; LOCKING DEVICES, is hereby amended, and as amended shall read as follows:

§ 10-9-7 VENDING MACHINES; LOCKING DEVICES.

(A) It shall be unlawful for any licensee to sell or offer for sale, give away, deliver or to keep with the intention of selling, giving away or delivering tobacco products, electronic cigarettes or alternative nicotine products by use of a vending machine, unless such vending machine is equipped with a manual, electric or electronic locking device controlled by the licensee so as to prevent its operation by persons under the age of 18 years. The locking device shall be activated and operational at all times.

(B) All vending machines with tobacco products, electronic cigarettes or alternative nicotine products shall be placed in an area within which the licensee's personnel have a clear view and access and where the machines can only be activated where the person selling the tobacco products, electronic cigarettes or alternative nicotine products has determined by a visual inspection and where necessary through identification that the person purchasing the tobacco products, electronic cigarettes or alternative nicotine products is not under the age of 18 years.

(C) Any premises where access by persons under the age of 18 years is prohibited and where vending machines are strictly for the use of employees of business located at such premises, shall be exempt from the requirements of divisions (A) and (B) of this section.

(D) It shall be unlawful for any licensee to have or permit on its premises any vending machine which sells both non-tobacco products and tobacco products or alternative nicotine products.

SECTION 8:

Those sections, paragraphs and provisions of Chapter 10, Article 9 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

SECTION 9: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 10: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2014.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro Tem

Beth Melody, Village Clerk

Public Act 098-0350

SB1756 Enrolled

LRB098 05213 RLC 40473 b

AN ACT concerning criminal law.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The Prevention of Tobacco Use by Minors and Sale and Distribution of Tobacco Products Act is amended by changing Section 2 and adding Section 1.5 as follows:

(720 ILCS 675/1.5 new)

Sec. 1.5. Distribution of alternative nicotine products to persons under 18 years of age prohibited.

(a) For the purposes of this Section, "alternative nicotine product" means a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. "Alternative nicotine product" excludes cigarettes, smokeless tobacco, or other tobacco products as these terms are defined in Section 1 of this Act and any product approved by the United States Food and Drug Administration as a non-tobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

(b) A person, either directly or indirectly by an agent or employee, or by a vending machine owned by the person or located in the person's establishment, may not sell, offer for sale, give, or furnish any alternative nicotine product, or any cartridge or component of an alternative nicotine product, to a person under 18 years of age.

(c) Before selling, offering for sale, giving, or furnishing an alternative nicotine product, or any cartridge or component of an alternative nicotine product, to another person, the person selling, offering for sale, giving, or furnishing the alternative nicotine product shall verify that the person is at least 18 years of age by:

(1) examining from any person that appears to be under 27 years of age a government-issued photographic identification that establishes the person is at least 18 years of age or

(2) for sales made through the Internet or other remote sales methods, performing an age verification through an independent, third-party age verification service that compares information available from public records to the personal information entered by the person during the ordering process that establishes the person is 18 years of age or older.

(720 ILCS 675/2) (from Ch. 23, par. 2358)

Sec. 2. Penalties.

(a) Any person who violates subsection (a), (a-5), or (a-6) of Section 1 or Section 1.5 of this Act is guilty of a petty

offense and for the first offense shall be fined \$200, \$400 for the second offense in a 12-month period, and \$600 for the third or any subsequent offense in a 12-month period.

(b) If a minor violates subsection (a-7) of Section 1 he or she is guilty of a petty offense and the court may impose a sentence of 15 hours of community service or a fine of \$25 for a first violation.

(c) A second violation by a minor of subsection (a-7) of Section 1 that occurs within 12 months after the first violation is punishable by a fine of \$50 and 25 hours of community service.

(d) A third or subsequent violation by a minor of subsection (a-7) of Section 1 that occurs within 12 months after the first violation is punishable by a \$100 fine and 30 hours of community service.

(e) Any second or subsequent violation not within the 12-month time period after the first violation is punishable as provided for a first violation.

(f) If a minor is convicted of or placed on supervision for a violation of subsection (a-7) of Section 1, the court may, in its discretion, and upon recommendation by the State's Attorney, order that minor and his or her parents or legal guardian to attend a smoker's education or youth diversion program if that program is available in the jurisdiction where the offender resides. Attendance at a smoker's education or youth diversion program shall be time-credited against any community service time imposed for any first violation of subsection (a-7) of Section 1. In addition to any other penalty that the court may impose for a violation of subsection (a-7) of Section 1, the court, upon request by the State's Attorney, may in its discretion require the offender to remit a fee for his or her attendance at a smoker's education or youth diversion program.

(g) For purposes of this Section, "smoker's education program" or "youth diversion program" includes, but is not limited to, a seminar designed to educate a person on the physical and psychological effects of smoking tobacco products and the health consequences of smoking tobacco products that can be conducted with a locality's youth diversion program.

(h) All moneys collected as fines for violations of subsection (a), (a-5), (a-6), or (a-7) of Section 1 shall be distributed in the following manner:

(1) one-half of each fine shall be distributed to the unit of local government or other entity that successfully prosecuted the offender; and

(2) one-half shall be remitted to the State to be used for enforcing this Act.

(Source: P.A. 96-179, eff. 8-10-09.)

Effective Date: 1/1/2014

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS C LIQUOR LICENSES FROM 19 TO 18
(DOMINICK'S FINER FOODS, LLC d/b/a DOMINICK'S #1149,
560 S. SCHMALE ROAD)**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF
ITS HOME RULE POWERS, as follows:

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by decreasing
the number of Class C Liquor Licenses from nineteen (19) to eighteen (18).

SECTION 2: This Ordinance amending Chapter 11 of the Code of Ordinances of
the Village of Carol Stream shall be reprinted in the loose-leaf volume, which bears
that title.

SECTION 3: This Ordinance shall be in full force and effect from and after its
passage and approval by law.

PASSED AND APPROVED THIS 6th DAY OF JANUARY, 2014.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro Tem

ATTEST:

Beth Melody, Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING
THE NUMBER OF CLASS K LIQUOR LICENSES FROM 0 TO 1
(VINO MARCHE CORP. d/b/a TODAY'S WINE, 120 EASY STREET, UNIT 8)**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF
ITS HOME RULE POWERS, as follows:

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by increasing
the number of Class K Liquor Licenses from zero (0) to one (1).

SECTION 2: This Ordinance amending Chapter 11 of the Code of Ordinances of
the Village of Carol Stream shall be reprinted in the loose-leaf volume, which bears
that title.

SECTION 3: This Ordinance shall be in full force and effect from and after its
passage and approval by law.

PASSED AND APPROVED THIS 6th DAY OF JANUARY, 2014.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro Tem

ATTEST:

Beth Melody, Village Clerk

**VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO**

TO: Joe Breinig, Village Manager

FROM: Caryl Rebholz, Employee Relations Director *CR*

DATE: January 2, 2014

RE: **Recommendation for 5/1/14 General Wage Adjustment – Non-Union**

A significant part of each annual compensation plan is to provide recommendations for non-union general wage adjustments. While these recommendations are generally made in early April of each year, the recent contract settlement with the Fraternal Order of Police, as well as the impending contract extension with the Metropolitan Alliance of Police has provided the opportunity for early planning and approval for the non-union employee group. As such, attached you will find the resolution for FY14 compensation adjustments for non-union employees. (*More ancillary recommendations will continue to be provided in April.*)

As you know, the FOP contract was approved by the Village Board on 10/21/13. As part of the contract agreement, members of the FOP will receive a 3.75% wage increase on 5/1/14 in exchange for modifications to the Village's health insurance offerings in light of National Healthcare Reform.

Similarly, as a part of the January 6, 2014 agenda, the Board will be considering a one-year extension to the MAP contract with a 3.75% wage increase on 5/1/14 in exchange for the exact modifications to the Village's health insurance as was agreed to by the FOP.

In the interest of parity with those that are not covered by a collective bargaining agreement who are equally affected by these insurance modifications, approval is also recommended for a 3.75% wage increase for all non-union employees effective 5/1/14.

Please let me know if you have any questions or concerns.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2014-15 EMPLOYEE COMPENSATION PLAN
FOR THE VILLAGE OF CAROL STREAM**

WHEREAS, as part of the budgeting process for the Village of Carol Stream, the Village Board of Trustees annually approves and adopts an employee pay plan schedule; and

WHEREAS, an employee pay plan schedule has been found to be in the best interests of the Village of Carol Stream; and

WHEREAS, this employee pay plan schedule, which is attached to this Resolution as Attachment "A", is in conformance with the best interests of the Village of Carol Stream.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE PAGE COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: All Village employees actively employed on 5/1/14 who are not represented by a labor organization will receive a 3.75% wage adjustment to their current salary effective 5/1/14 through 4/30/15.

SECTION 2: All adjustments described in Sections 1 of this resolution shall also be applied to the pay ranges of all non-union positions.

SECTION 3: That the 2014-2015 Employee Pay Plan schedule for the Village of Carol Stream, as attached to this Resolution as Attachment "A", shall be adopted by the Village of Carol Stream for all present Village employees, executive and non-executive, who are not represented by a labor organization.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as prescribed by law.

PASSED AND APPROVED THIS 6th DAY OF JANUARY 2014.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro Tem

ATTEST:

Beth Melody, Village Clerk

ATTACHMENT A

Village of Carol Stream 2014-2015 Pay Plan						GWA 3.75%			
Effective May 1 2014		Annual		Monthly		Bi-weekly		Hourly	
POSITION TITLE	min	max	min	max	min	max	min	max	
1	ACCOUNTANT	63,414.67	90,270.00	5,284.56	7522.50	2,439.03	3,471.92	30.49	43.40
2	ACCOUNTS CLERK/PW CLERK	42,884.17	61,045.08	3,573.68	5087.09	1,649.39	2,347.89	20.62	29.35
3	ADMINISTRATIVE SECRETARY	47,059.98	66,989.30	3,921.67	5582.44	1,810.00	2,576.51	22.62	32.21
4	ASSISTANT FINANCE DIRECTOR	81,314.04	115,749.52	6,776.17	9645.79	3,127.46	4,451.90	39.09	55.65
5	ASSISTANT VILLAGE MANAGER	98,355.26	140,007.49	8,196.27	11667.29	3,782.89	5,384.90	47.29	67.31
6	ASST TO VIL MGR	69,026.86	98,258.88	5,752.24	8188.24	2,654.88	3,779.19	33.19	47.24
7	ASST VILL ENGINEER / ASST CD DIR	78,585.52	111,865.51	6,548.79	9322.13	3,022.52	4,302.52	37.78	53.78
8	BUILDING MAINTENANCE EMPLOYEE	49,887.36	71,014.04	4,157.28	5917.84	1,918.74	2,731.31	23.98	34.14
9	BUILDING MAINTENANCE SUPERVISOR	66,211.06	94,250.62	5,517.59	7854.22	2,546.58	3,625.02	31.83	45.31
10	CODE PROFESSIONAL I	62,831.90	89,440.43	5,235.99	7,453.37	2,416.61	3,440.02	30.21	43.00
11	CODE PROFESSIONAL II	56,784.24	80,831.66	4,732.02	6735.97	2,184.01	3,108.91	27.30	38.86
12	COMMANDER	117,079.70	119,842.90	9,756.64	9970.24	4,503.07	4,601.65	56.29	57.52
13	COMMUNITY DEVELOPMENT DIR	99,643.83	141,841.75	8,303.65	11820.15	3,832.45	5,455.45	47.91	68.19
14	CST	44,211.38	62,934.35	3,684.28	5244.53	1,700.44	2,420.55	21.26	30.26
15	DEPUTY POLICE CHIEF	93,544.86	133,159.94	7,795.40	11096.66	3,597.88	5,121.54	44.97	64.02
16	DEVELOPMENT SERVICES TECHNCIAN							20.75	29.63
17	EMPLOYEE RELATIONS DIR.	91,569.85	130,348.55	7,630.82	10862.38	3,521.92	5,013.41	44.02	62.67
18	ENGINEERING INSPECTOR	59,835.68	85,175.35	4,986.31	7097.95	2,301.37	3,275.97	28.77	40.95
19	ENGINEERING SERVICES DIRECTOR	90,929.14	129,436.49	7,577.43	10786.37	3,497.27	4,978.33	43.72	62.23
20	EVIDENCE CUSTODIAN	47,645.24	67,822.40	3,970.44	5651.87	1,832.51	2,608.55	22.91	32.61
21	FINANCE DIRECTOR	104,088.77	148,169.07	8,674.06	12347.42	4,003.41	5,698.81	50.04	71.24
22	GARAGE SUPERVISOR	70,931.53	100,970.15	5,910.96	8414.18	2,728.14	3,883.47	34.10	48.54
23	INFORMATION SYSTEMS SUPERVISOR	74,581.71	106,166.14	6,215.14	8847.18	2,868.53	4,083.31	35.86	51.04
24	IT TECHNICIAN	55,544.90	79,067.48	4,628.74	6,588.96	2,136.34	3,041.06	26.70	38.01
25	OFFICE MANAGER	49,412.95	70,338.72	4,117.75	5,861.56	1,900.50	2,705.34	23.76	33.82
26	PERMIT SYSTEMS COORDINATOR	47,059.98	66,989.30	3,921.67	5582.44	1,810.00	2,576.51	22.62	32.21
27	POLICE CHIEF	105,522.67	150,210.21	8,793.56	12517.52	4,058.56	5,777.32	50.73	72.22
28	PUBLIC WORKS DIRECTOR	103,216.30	146,927.12	8,601.36	12243.93	3,969.86	5,651.04	49.62	70.64
29	PW SUPERINDENTENT OF OPERATIONS	66,284.90	94,355.73	5,523.74	7862.98	2,549.42	3,629.07	31.87	45.36
30	RECORDS CLERK	40,102.05	57,084.78	3,341.84	4757.06	1,542.39	2,195.57	19.28	27.44
31	RECORDS CLERK > 20 Hr							17.03	25.19
32	RECORDS SUPERVISOR	62,204.72	88,547.65	5,183.73	7378.97	2,392.49	3,405.68	29.91	42.57
33	SECRETARY	43,577.51	62,032.05	3,631.46	5169.34	1,676.06	2,385.85	20.95	29.82
34	SECRETARY > 20 Hr							18.70	27.57
35	SOCIAL SERVICES SUPERVISOR	67,017.11	95,398.02	5,584.76	7949.83	2,577.58	3,669.15	32.22	45.86
36	SOCIAL WORKER / MGMT ANALYST	58,786.91	83,682.44	4,898.91	6973.54	2,261.04	3,218.56	28.26	40.23
37	STREETS / UTILITY SUPERINTENDENT	79,832.32	113,640.31	6,652.69	9470.03	3,070.47	4,370.78	38.38	54.63
38	TRAINING CO/BUDGET ANALYST	53,203.00	75,733.81	4,433.58	6,311.15	2,046.27	2,912.84	25.58	36.41

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on January 6, 2014

AGENDA ITEM
L-1 1-6-14

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
A T & T					
SERV FOR DEC 16,2013- JAN 15, 2014	439.83	01652800-52230	TELEPHONE	630257651912 DEC/13	
SERV FOR FAX LINE 630 462-3650 PWKS	11.00	01652800-52230	TELEPHONE	0515689283001 DEC/13	
	450.83				
AJD CONCRETE CONSTRUCTION CORP					
SNOW EVENT 13-002A 12/8 & 12/9 2013	3,680.66	01670200-52266	SNOW REMOVAL	2013-0001	
SNOW EVENT 13-004 12/14/13	3,740.74	01670200-52266	SNOW REMOVAL	2013-0002	
	7,421.40				
ALPHA BUILDING MAINTENANCE SERVICE INC					
VLG, PWKS ANNL CLNG/XTRA CLEAN-DEC/2013	480.00	01670100-52276	JANITORIAL SERVICES	14465 VCS	20140012
VLG, PWKS ANNL CLNG/XTRA CLEAN-DEC/2013	950.00	01680000-52276	JANITORIAL SERVICES	14465 VCS	20140012
	1,430.00				
AMERICAN ROAD MAINTENANCE					
2013 ASPHALT REJUVENATION PROJ I	1,200.00	11-21344	RETAINAGE AMERICAN ROAD MAIA14990		
2013 ASPHALT REJUVENATION PROJ I	5,645.15	11740000-55486	ROADWAY CAPITAL IMPROVEMEN A14990		
	6,845.15				
B & F CONSTRUCTION CODE SERVICES, INC					
PLAN REV 415 SCHMALE RD	149.80	01643700-52253	CONSULTANT	38490	
PLAN REV 608 E NORTH AVE	374.50	01643700-52253	CONSULTANT	38483	
PLAN RV 290 GERZEVSKE	150.00	01643700-52253	CONSULTANT	38491	
PLUMBING INSP'S FOR NOV/2013	1,498.40	01643700-52253	CONSULTANT	38456	
	2,172.70				
BOB RIDINGS					
NW 2014 FORD F250 RPL'S #8 METER TRUCK	22,145.00	04201400-54415	VEHICLES	F3137	
	22,145.00				
COMCAST CABLE					
SERV FOR JAN/14	79.90	01652800-52234	DUES & SUBSCRIPTIONS	0010112 JAN/14	
SERV FRM 12/26/13 - 01/25/14	4.23	01652800-52234	DUES & SUBSCRIPTIONS	0113254 12/19/13	
	84.13				

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on January 6, 2014

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
SERV FRM 11/14 - 12/18 2013	1,586.81	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 DEC/13	
SERV FRM 11/15 - 12/18 2013	339.82	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 DEC/13	
SERV FRM 11/15 - 12/18 2013	455.77	04101500-52248	ELECTRICITY	2496057000 DEC/13	
SERV FRM 11/15 - 12/20 2013	45.64	04101500-52248	ELECTRICITY	2073133107 DEC/13	
SERV FRM 11/15 - 12/20 2013	73.85	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 DEC/13	
SERV FRM 11/15 - 12/20 2013	127.64	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 DEC/13	
SERV FRM 11/21 - 12/27 2013	24.75	01670600-53210	ELECTRICITY	2127117053DEC/13	
SERV FRM 11/7 - 11/18 2013 VALE RD	45.60	01680000-53210	ELECTRICITY	8523637021 DEC/13	
SERV FRM 11/7 - 12/6 2013	25.40	01670600-53210	ELECTRICITY	6827721000DEC/13	
SERV FRM 11/8 - 12/09 2013	23.29	01670300-53213	STREET LIGHT ELECTRICITY	1083101009DEC/13	
	2,748.57				
CONSTELLATION NEW ENERGY					
SERV FRM 11/18 - 12/18 2013	2,318.26	01670300-53213	STREET LIGHT ELECTRICITY	0012785372-0001	
	2,318.26				
CSR ROOFING CONTRACTORS INC					
REPAIR LEAKING DOWNSPOUT 12/16/13	590.00	01670400-52244	MAINTENANCE & REPAIR	13V320	
	590.00				
DAVID G BAKER					
VLG BOARD MTG TELECAST 12/16/13	105.00	01650100-52253	CONSULTANT	121613	
	105.00				
DUPAGE COUNTY					
POLICE DATA PROCESS FOR NOV/13	250.00	01662600-52247	DATA PROCESSING	2531	
	250.00				
DUPAGE COUNTY RECORDER					
AMER LEGION, WINDFALL PLZ SUB, VALE ANNEX	166.00	01580000-52233	RECORDING FEES	201312120149	
	166.00				
DUPAGE WATER COMMISSION					
OPER/MTC FOR NOVEMBER 2013	325,203.32	04201600-52283	DUPAGE CTY WATER COMMISSION	10265	
	325,203.32				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on January 6, 2014

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
H & H ELECTRIC COMPANY					
LIGHT POLE KNOCKDOWN 11/20/13	2,286.73	01670300-52271	STREET LIGHT MAINTENANCE	22231	
	<u>2,286.73</u>				
HANG & SHINE INC					
MINI BLINDS PWKS	1,250.00	01670400-52244	MAINTENANCE & REPAIR	6150	
	<u>1,250.00</u>				
I R M A					
NOV MONTHLY DEDUCTIBLE	4,057.56	01650100-52215	INSURANCE DEDUCTIBLES	12887	
NOV OPTIONAL DEDUCTIBLE	10,162.03	01650100-52215	INSURANCE DEDUCTIBLES	12863	
VOLUNTEER CVRG 11/13 THRU 11/14	531.00	01664700-51114	WORKERS COMP	8843	
	<u>14,750.59</u>				
ILLINOIS ASSN OF CODE ENFORCEMENT					
KEITH ANDERSON 2014 MEMBERSHIP RNWL	25.00	01643700-52234	DUES & SUBSCRIPTIONS	2014 MEMB. RNWL	
	<u>25.00</u>				
ILLINOIS DRUG ENFORCEMENT OFFICERS ASSN					
REGIS IDEOA CONF 4/23-4/25 2013	240.00	01664700-52223	TRAINING	HARKER, MILLER	
REGIS IDEOA CONF 4/23-4/25 2013	240.00	01662400-52223	TRAINING	HARKER, MILLER	
REGIS-TRAINING CONF 4/23/14- 04/25/14	240.00	01664700-52223	TRAINING	D DUNTEMAN	
REGIS-TRAINING CONF 4/23/14-4/25/14	240.00	01664700-52223	TRAINING	J GREY	
	<u>960.00</u>				
JOHN L FIOTI					
ALTE/TOW HEARINGS FOR DEC 11TH 2013	187.50	01662300-52310	ATLE LEGAL ADJUDICATION	C S 59	
ALTE/TOW HEARINGS FOR DEC 11TH 2013	187.50	01570000-52238	PROSECUTION DUI	C S 59	
	<u>375.00</u>				
JOHN NERI CONSTRUCTION CO INC					
FAIR OAKS ROAD CATCH BASIN RPR	25,639.50	01670600-52244	MAINTENANCE & REPAIR	13022 FINAL	20140031
	<u>25,639.50</u>				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on January 6, 2014

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
JOHN TAUTGES TRUCKING					
GRAVEL CA6	803.38	01670500-53317	OPERATING SUPPLIES	1300	
SNOW EVENT 13-002A 12/8/13	1,615.20	01670200-52266	SNOW REMOVAL	1301	
	2,418.58				
KLEIN, THORPE & JENKINS, LTD					
LEGAL SERV 'S THRU NOV/2013	39.00	22490000-52238	LEGAL FEES	166923 12/10/13	
LEGAL SERV 'S THRU NOV/2013	741.00	01510000-52238	LEGAL FEES	166923 12/10/13	
LEGAL SERV 'S THRU NOV/2013	1,927.50	11740000-52238	LEGAL FEES	166923 12/10/13	
LEGAL SERV 'S THRU NOV/2013	3,081.00	04100100-52238	LEGAL FEES	166923 12/10/13	
LEGAL SERV 'S THRU NOV/2013	6,973.90	01570000-52238	LEGAL FEES	166923 12/10/13	
	12,762.40				
KONICA MINOLTA BUSINESS SOLUTIONS					
MONTHLY FEE 11/18 - 12/19 2013 PRINTER	97.81	01662400-52226	OFFICE EQUIPMENT MAINTENANC	227188567	
	97.81				
METRO DOOR AND DOCK INC					
OVERHEAD & ENTRY DOOR REPAIR	1,490.00	01670400-52244	MAINTENANCE & REPAIR	46792	20140028
	1,490.00				
MORTON SALT INC					
ROCK SALT	8,641.09	01670200-53335	SALT	5400316705	20140037
ROCK SALT	9,809.69	01670200-53335	SALT	5400318320	20140037
	18,450.78				
NICOR					
SERV FRM 11/05 - 12/06 2013	63.77	04201600-52277	HEATING GAS	13811210007 DEC/13	
SERV FRM 11/05 - 12/06 2013	1,249.51	01680000-53230	NATURAL GAS	9502121000 12/09/13	
SERV FRM 11/18- 12/19 2013	204.32	01680000-53230	NATURAL GAS	4721121000 DEC/13	
	1,517.60				
OMI					
FY14 WRC OPERATING CONTRACT-JAN/2014	130,405.09	04101100-52262	WRC CONTRACT	58119	20140004
	130,405.09				

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on January 6, 2014

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
PIONEER TIRE REPAIR					
SUPPLIES	316.02	01696200-53317	OPERATING SUPPLIES	1020	
	<u>316.02</u>				
S & S MAINTENANCE INC					
SNOW EVENT 13-002A 12/8/13	2,840.50	01670200-52266	SNOW REMOVAL	SS-0100	
SNOW EVENT 13-004 12/14/13	3,422.13	01670200-52266	SNOW REMOVAL	SS-0101	
	<u>6,262.63</u>				
S K C CONSTRUCTION INC					
2013 CRACKFILL	49,580.63	06320000-52211	CRACKFILLING	7839	20140036
	<u>49,580.63</u>				
STEPHEN A LASER ASSOCIATES P C					
PSYCH ASSESS FOR POLICE OFFCR CANDIDATE	600.00	01510000-52228	PERSONNEL HIRING	2003452	
	<u>600.00</u>				
THOMAS F HOWARD JR					
SERV FRM 11/19/13 - 12/31/13	8,107.50	01570000-52312	PROSECUTION DUI	211	
	<u>8,107.50</u>				
TIM'S AUTO BODY					
SQUAD #636 REPAIR	1,765.72	01662700-52212	AUTO MAINTENANCE & REPAIR	SQUAD 636	
	<u>1,765.72</u>				
TRANSYSTEMS CORPORATION					
FAIR OAKS RD BIKE PATH	5,877.21	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	2553262-26	
FAIR OAKS RD BIKE PATH FINAL	4,188.20	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	2563146-27 FNL	
	<u>10,065.41</u>				
TYCO INTEGRATED SECURITY LLC					
SECR SRV 1/01/14-03/31/14 CS TWN CTR	36.00	01650100-52230	TELEPHONE	20630269	
SECR SRV 1/1/14-3/31/14 FRM HOUSE	36.00	01650100-52230	TELEPHONE	20630268	
	<u>72.00</u>				
U S PAVING INC					
SNOW EVENT 13-002A 12/8/13	1,890.76	01670200-52266	SNOW REMOVAL	12/8/13 RT 13	
SNOW EVENT 13-002A 12/8/13	4,179.94	01670200-52266	SNOW REMOVAL	12/8/13 RT8	

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on January 6, 2014

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SNOW EVENT 13-004 12/14/13	813.20	01670200-52266	SNOW REMOVAL	12/14/13 rt 13	
SNOW EVENT 13-004 12/14/13	2,537.12	01670200-52266	SNOW REMOVAL	12/14/13 (1) RT 8	
	9,421.02				
VERIZON WIRELESS					
SERV FRM NOV 14 - DEC 13 2013	20.20	01642100-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	20.20	01643700-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	20.20	01662500-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	58.59	01610100-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	58.59	01690100-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	58.79	01600000-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	71.49	01622200-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	78.79	01680000-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	96.60	04200100-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	107.24	01620100-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	139.40	04201600-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	154.99	04101500-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	175.01	01662300-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	177.15	01650100-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	180.79	01652800-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	348.39	01664700-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	368.97	01670100-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	465.57	01662400-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	520.63	01660100-52230	TELEPHONE	9716651011	
SERV FRM NOV 14 - DEC 13 2013	1,033.22	01662700-52230	TELEPHONE	9716651011	
	4,154.81				
VILLAGE OF DOWNERS GROVE					
40 CONCEALED CARRY DECALS	23.12	01680000-53319	MAINTENANCE SUPPLIES	DECALS	
	23.12				
WHEATON BANK AND TRUST					
WB & T FEES NOV/13	273.06	04103100-52256	BANKING SERVICES	7509063 NOV/13	
WB & T FEES NOV/13	273.06	04203100-52256	BANKING SERVICES	7509063 NOV/13	
WB & T FEES NOV/13	597.55	01610100-52256	BANKING SERVICES	7509063 NOV/13	
	1,143.67				

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on January 6, 2014

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WILLS BURKE KELSEY ASSOCIATES, LTD					
ILLINI DR BRIDGE RPLMNT-OCT 27-NOV 30 2013	13,735.39	11740000-55486	ROADWAY CAPITAL IMPROVEMEN 13505		20140038
ILLINI DR BRIDGE RPLMNT-SRV FRM 10/4 - 10/26	6,391.11	11740000-55486	ROADWAY CAPITAL IMPROVEMEN 13370		20140038
	20,126.50				
GRAND TOTAL	\$695,998.47				

The preceding list of bills payable totaling \$695,998.47 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 1/3/14

Authorized by:

Matt McCarthy- Mayor Pro Tem

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM
L-2 1-6-14

ADDENDUM WARRANTS
December 17, 2013 thru January 6, 2014

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Dec 9, 2013 thru Dec 22, 2013	460,232.96
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Dec 9, 2013 thru Dec 22, 2013	<u>34,909.66</u>
				<u>495,142.62</u>

Approved this _____ day of _____, 2014

By: _____
Matt McCarthy- Mayor Pro Tem

Beth Melody - Village Clerk