



Kane County

KC Transportation Committee

Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

DAVOUST, Daugherty, Berman, Iqbal, Kious, Lenert, Roth, & ex-officio Ford (County Development Chair) & Pierog (County Chair) and Tepe (County Vice Chair)

Tuesday, May 16, 2023	9:00 AM	County Board Room
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1. **Call To Order**
2. **Roll Call**
3. **Approval of Minutes: April 18, 2023**
4. **Public Comment**
5. **Finance**
 - A. April Transportation Committee Finance Reports
6. **Maintenance**
 - A. Maintenance Report
 - B. **Resolution:** Approving Adopt-A-Highway Applicants
7. **Planning & Programming**
 - A. Planning & Programming Report
 - B. Approving a Road Improvement Impact Fee Discount Memorandum of Understanding Between the County of Kane and General Mills, Inc.
 - C. **Resolution:** Approving an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning for Transportation Planning Activities
 - D. **Resolution:** Authorizing a Grant Agreement Between the State of Illinois Department of Commerce and Economic Opportunity and the County of Kane for Randall Road at Big Timber Road Intersection Improvements
 - E. **Resolution:** Authorizing a Grant Agreement Between the State of Illinois Department of Commerce and Economic Opportunity and the County of Kane for Longmeadow Parkway Corridor Project
8. **Permitting**
 - A. Permitting Report

9. Traffic Operations

- A.** Traffic Operations Report

10. Project Implementation

- A.** Project Implementation Report
- B. Resolution:** Approving a Contract for Construction with Peter Baker & Son Co. of Lake Bluff, Illinois for 2023 Hampshire Township Road District, Section No. 23-10000-01-GM
- C. Resolution:** Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for 2023 Kaneville Township Road District, Section No. 23-11000-01-GM
- D. Resolution:** Approving a Contract for Construction with J.A. Johnson Paving Co. of Arlington Heights, Illinois for 2023 Rutland Township Road District, Section No. 23-13000-01-GM
- E. Resolution:** Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for 2023 Virgil Township Road District, Section No. 23-16000-01-GM
- F. Resolution:** Approving a Contract for Construction with A.C. Pavement Striping Co. of Elgin, Illinois for 2023 Kane County Urethane Pavement Marking Project, Kane County Section No. 23-00000-03-GM
- G. Resolution:** Approving a Contract for Construction with D. Construction, Inc. of Coal City, Illinois for Countryside Avenue Widening Project, Kane County Section No. 21-00531-00-CH
- H. Resolution:** Approving an Agreement for On-Call Phase III Engineering Services with TBD of TBD, Kane County Section No. 23-00564-00-EG

11. Reports Placed On File**12. Executive Session (If Needed)****13. New Business****14. Adjournment**

STATE OF ILLINOIS)
COUNTY OF KANE) SS.

REPORT NO. TMP-23-700

APRIL TRANSPORTATION COMMITTEE FINANCE REPORTS

Transportation Committee Revenue Report - Summary
Through April 30, 2023 (41.7% YTD)

	Current Month	Total Amended	Total Amended	YTD Actual	Total % Received
	Transactions	Budget	Budget excluding Cash on Hand	Transactions	
520 Transportation	\$ 3,318,287	\$ 118,522,243	\$ 49,926,059	\$ 12,652,373	25.34%
300 County Highway	\$ 3,292	\$ 9,817,609	\$ 6,113,929	\$ 243,384	3.98%
301 County Bridge	\$ -	\$ 331,195	\$ 331,195	\$ 954	0.29%
302 Motor Fuel Tax	\$ 820,303	\$ 38,280,439	\$ 13,061,385	\$ 2,784,221	21.32%
303 County Highway Matching	\$ -	\$ 88,248	\$ 68,125	\$ 583	0.86%
304 Motor Fuel Local Option	\$ 787,012	\$ 13,180,000	\$ 9,436,000	\$ 2,412,107	25.56%
305 Transportation Sales Tax	\$ 1,335,392	\$ 45,400,565	\$ 17,815,000	\$ 4,897,322	27.49%
515 Longmeadow Bond Construction	\$ -	\$ 220,263	\$ 8,000	\$ -	0.00%
540 Transportation Capital	\$ -	\$ 209,000	\$ 750	\$ 286	38.17%
550 Aurora Area Impact Fees	\$ -	\$ 250	\$ 250	\$ 874	349.79%
551 Campton Hills Impact Fees	\$ -	\$ 250	\$ 250	\$ 48	19.22%
552 Greater Elgin Impact Fees	\$ -	\$ 427,117	\$ 4,500	\$ 591	13.13%
553 Northwest Impact Fees	\$ -	\$ 345,000	\$ 1,200	\$ 447	37.27%
554 Southwest Impact Fees	\$ -	\$ 113,270	\$ 400	\$ 1	0.31%
555 Tri-Cities Impact Fees	\$ -	\$ 4,600	\$ 25	\$ 0	1.72%
556 Upper Fox Impact Fees	\$ -	\$ 251,000	\$ 900	\$ 433	48.16%
557 West Central Impact Fees	\$ -	\$ 41,400	\$ 150	\$ 47	31.32%
558 North Impact Fees	\$ 67,354	\$ 3,060,000	\$ 2,048,000	\$ 1,102,636	53.84%
559 Central Impact Fees	\$ 29,557	\$ 2,381,000	\$ 313,000	\$ 412,081	131.66%
560 South Impact Fees	\$ 275,377	\$ 4,371,037	\$ 723,000	\$ 796,357	110.15%
Grand Total	\$ 3,318,287	\$ 118,522,243	\$ 49,926,059	\$ 12,652,373	25.34%

Transportation Committee Expenditure Report - Summary
Through April 30, 2023 (41.7% YTD, 38.46% Payroll Expense through Pay Period Ending 04/15/2023)

	Current Month	Total Amended	Total Amended	YTD Actual	YTD	Total % Used
	Transactions	Budget	Budget excluding	Transactions	Encumbrances	
			Net Income			
520 Transportation	\$ 2,303,711	\$ 118,522,243	118,522,243	8,436,590	\$ 128,326,831	7.12%
300 County Highway	\$ 423,094	\$ 9,817,609	9,817,609	2,338,956	\$ 3,884,234	23.82%
301 County Bridge	\$ 34,644	\$ 331,195	331,195	67,718	\$ 416,595	20.45%
302 Motor Fuel Tax	\$ 517,188	\$ 38,280,439	38,280,439	1,812,485	\$ 40,233,852	4.73%
303 County Highway Matching	\$ -	\$ 88,248	88,248	81,850	\$ -	92.75%
304 Motor Fuel Local Option	\$ 253,678	\$ 13,180,000	13,180,000	831,218	\$ 8,538,006	6.31%
305 Transportation Sales Tax	\$ 1,070,118	\$ 45,400,565	45,400,565	3,143,681	\$ 65,535,422	6.92%
515 Longmeadow Bond Construction	\$ -	\$ 220,263	220,263	0	\$ -	0.00%
540 Transportation Capital	\$ 3,061	\$ 209,000	209,000	3,061	\$ 248,301	1.46%
550 Aurora Area Impact Fees	\$ -	\$ 250	250	0	\$ -	0.00%
551 Campton Hills Impact Fees	\$ -	\$ 250	250	0	\$ -	0.00%
552 Greater Elgin Impact Fees	\$ -	\$ 427,117	427,117	130,016	\$ 88,539	30.44%
553 Northwest Impact Fees	\$ -	\$ 345,000	345,000	0	\$ -	0.00%
554 Southwest Impact Fees	\$ -	\$ 113,270	113,270	0	\$ -	0.00%
555 Tri-Cities Impact Fees	\$ -	\$ 4,600	4,600	0	\$ -	0.00%
556 Upper Fox Impact Fees	\$ -	\$ 251,000	251,000	0	\$ 133,282	0.00%
557 West Central Impact Fees	\$ -	\$ 41,400	41,400	0	\$ -	0.00%
558 North Impact Fees	\$ -	\$ 3,060,000	3,060,000	13,198	\$ 4,158,742	0.43%
559 Central Impact Fees	\$ -	\$ 2,381,000	2,381,000	8,777	\$ 5,110	0.37%
560 South Impact Fees	\$ 1,928	\$ 4,371,037	4,371,037	5,631	\$ 5,084,748	0.13%
Grand Total	\$ 2,303,711	\$ 118,522,243	118,522,243	8,436,590	\$ 128,326,831	7.12%

Transportation Committee Expenditure Report - Detail
Through April 30, 2023 (41.7% YTD, 38.46% Payroll Expense through Pay Period Ending 04/15/2023)

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Net Income	YTD Actual Transactions	YTD Encumbrances	Total % Used
520 Transportation	\$ 2,303,711	\$ 118,522,243	\$ 118,522,243	\$ 8,436,590	\$ 128,326,831	7.12%
300 County Highway	\$ 423,094	\$ 9,817,609	\$ 9,817,609	\$ 2,338,956	\$ 3,884,234	23.82%
Personnel Services- Salaries & Wages	\$ 222,278	\$ 3,380,747	\$ 3,380,747	\$ 1,101,638	\$ -	32.59%
Personnel Services- Employee Benefits	\$ 75,202	\$ 1,127,458	\$ 1,127,458	\$ 351,243	\$ -	31.15%
Contractual Services	\$ 58,804	\$ 2,037,685	\$ 2,037,685	\$ 338,311	\$ 2,702,568	16.60%
Commodities	\$ 17,128	\$ 1,018,200	\$ 1,018,200	\$ 255,656	\$ 198,009	25.11%
Capital	\$ 49,681	\$ 2,069,408	\$ 2,069,408	\$ 107,998	\$ 983,657	5.22%
Transfers Out	\$ -	\$ 184,111	\$ 184,111	\$ 184,111	\$ -	100.00%
301 County Bridge	\$ 34,644	\$ 331,195	\$ 331,195	\$ 67,718	\$ 416,595	20.45%
Contractual Services	\$ 34,644	\$ 331,195	\$ 331,195	\$ 67,718	\$ 416,595	20.45%
302 Motor Fuel Tax	\$ 517,188	\$ 38,280,439	\$ 38,280,439	\$ 1,812,485	\$ 40,233,852	4.73%
Personnel Services- Salaries & Wages	\$ 199,029	\$ 2,989,343	\$ 2,989,343	\$ 1,081,110	\$ -	36.17%
Personnel Services- Employee Benefits	\$ 132,211	\$ 1,171,835	\$ 1,171,835	\$ 389,277	\$ -	33.22%
Contractual Services	\$ 52,988	\$ 10,685,891	\$ 10,685,891	\$ 190,156	\$ 12,511,495	2%
Capital	\$ 132,961	\$ 23,328,502	\$ 23,328,502	\$ 47,073	\$ 27,722,357	0.20%
Transfers Out	\$ -	\$ 104,868	\$ 104,868	\$ 104,868	\$ -	100.00%
303 County Highway Matching	\$ -	\$ 88,248	\$ 88,248	\$ 81,850	\$ -	92.75%
Commodities	\$ -	\$ 88,248	\$ 88,248	\$ 81,850	\$ -	92.75%
304 Motor Fuel Local Option	\$ 253,678	\$ 13,180,000	\$ 13,180,000	\$ 831,218	\$ 8,538,006	6.31%
Contractual Services	\$ 8,781	\$ 9,585,500	\$ 9,585,500	\$ 18,583	\$ 2,646,824	0.19%
Commodities	\$ 244,896	\$ 3,324,500	\$ 3,324,500	\$ 810,535	\$ 5,084,509	24.38%
Capital	\$ -	\$ 270,000	\$ 270,000	\$ 2,100	\$ 806,672	0.78%
305 Transportation Sales Tax	\$ 1,070,118	\$ 45,400,565	\$ 45,400,565	\$ 3,143,681	\$ 65,535,422	6.92%
Contractual Services	\$ 398,376	\$ 9,009,415	\$ 9,009,415	\$ 738,599	\$ 24,938,608	8.20%
Capital	\$ 671,742	\$ 34,579,981	\$ 34,579,981	\$ 686,202	\$ 40,596,814	1.98%
Transfers Out	\$ -	\$ 1,811,169	\$ 1,811,169	\$ 1,718,880	\$ -	94.90%

Transportation Committee Expenditure Report - Detail
Through April 30, 2023 (41.7% YTD, 38.46% Payroll Expense through Pay Period Ending 04/15/2023)

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Net Income	YTD Actual Transactions	YTD Encumbrances	Total % Used
515 Longmeadow Bond Construction	\$ -	\$ 220,263	\$ 220,263	\$ -	\$ -	0.00%
Capital	\$ -	\$ 220,263	\$ 220,263	\$ -	\$ -	0.00%
540 Transportation Capital	\$ 3,061	\$ 209,000	\$ 209,000	\$ 3,061	\$ 248,301	1.46%
Contractual Services	\$ 3,061	\$ -	\$ -	\$ 3,061	\$ 28,261	N/A
Capital	\$ -	\$ 209,000	\$ 209,000	\$ -	\$ 220,040	0.00%
550 Aurora Area Impact Fees	\$ -	\$ 250	\$ 250	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 250	\$ 250	\$ -	\$ -	0.00%
551 Campton Hills Impact Fees	\$ -	\$ 250	\$ 250	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 250	\$ 250	\$ -	\$ -	0.00%
552 Greater Elgin Impact Fees	\$ -	\$ 427,117	\$ 427,117	\$ 130,016	\$ 88,539	30.44%
Capital	\$ -	\$ 427,117	\$ 427,117	\$ 130,016	\$ 88,539	30.44%
553 Northwest Impact Fees	\$ -	\$ 345,000	\$ 345,000	\$ -	\$ -	0.00%
Capital	\$ -	\$ 345,000	\$ 345,000	\$ -	\$ -	0.00%
554 Southwest Impact Fees	\$ -	\$ 113,270	\$ 113,270	\$ -	\$ -	0.00%
Capital	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 3,270	\$ 3,270	\$ -	\$ -	0.00%
555 Tri-Cities Impact Fees	\$ -	\$ 4,600	\$ 4,600	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 4,600	\$ 4,600	\$ -	\$ -	0.00%
556 Upper Fox Impact Fees	\$ -	\$ 251,000	\$ 251,000	\$ -	\$ 133,282	0.00%
Capital	\$ -	\$ 250,000	\$ 250,000	\$ -	\$ 133,282	0.00%
Transfers Out	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	0.00%
557 West Central Impact Fees	\$ -	\$ 41,400	\$ 41,400	\$ -	\$ -	0.00%
Capital	\$ -	\$ 39,000	\$ 39,000	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 2,400	\$ 2,400	\$ -	\$ -	0.00%
558 North Impact Fees	\$ -	\$ 3,060,000	\$ 3,060,000	\$ 13,198	\$ 4,158,742	0.43%
Contractual Services	\$ -	\$ 500,000	\$ 500,000	\$ 13,198	\$ 8,179	2.64%
Capital	\$ -	\$ 2,460,000	\$ 2,460,000	\$ -	\$ 4,150,563	0.00%
Transfers Out	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ -	0.00%

Transportation Committee Expenditure Report - Detail
Through April 30, 2023 (41.7% YTD, 38.46% Payroll Expense through Pay Period Ending 04/15/2023)

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Net Income	YTD Actual Transactions	YTD Encumbrances	Total % Used
559 Central Impact Fees	\$ -	\$ 2,381,000	\$ 2,381,000	\$ 8,777	\$ 5,110	0.37%
Contractual Services	\$ -	\$ -	\$ -	\$ 8,777	\$ 5,110	N/A
Capital	\$ -	\$ 2,366,000	\$ 2,366,000	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ -	0.00%
560 South Impact Fees	\$ 1,928	\$ 4,371,037	\$ 4,371,037	\$ 5,631	\$ 5,084,748	0.13%
Contractual Services	\$ 1,928	\$ -	\$ -	\$ 5,631	\$ 274,469	N/A
Capital	\$ -	\$ 4,336,037	\$ 4,336,037	\$ -	\$ 4,810,279	0.00%
Transfers Out	\$ -	\$ 35,000	\$ 35,000	\$ -	\$ -	0.00%
Grand Total	\$ 2,303,711	\$ 118,522,243	\$ 118,522,243	\$ 8,436,590	\$ 128,326,831	7.12%



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 50140 - Engineering Services										
1059 - Christopher B. Burke Engineering, Ltd.	181649	21-00480-01-SM; EngAssitance.OnCallEn virCBEL 1/29/23-2/25/23	Paid by EFT # 79236		03/08/2023	04/12/2023	04/12/2023		04/24/2023	5,049.70
1059 - Christopher B. Burke Engineering, Ltd.	181650	21-00480-01-SM; EngAssitance.OnCallEn virCBEL 1/29/23-2/25/23	Paid by EFT # 79236		03/08/2023	04/12/2023	04/12/2023		04/24/2023	19,281.75
Account 50140 - Engineering Services Totals									Invoice Transactions 2	\$24,331.45
Account 50150 - Contractual/Consulting Services										
7398 - GIS Solutions Inc	101399	KDOT; GIS Professional Svcs - March 15-17, 20-21, 24	Paid by EFT # 79295		04/04/2023	04/05/2023	04/05/2023		04/24/2023	2,227.50
Account 50150 - Contractual/Consulting Services Totals									Invoice Transactions 1	\$2,227.50
Account 50160 - Legal Services										
1168 - J Patrick Jaeger	040123-01-46	Legal Fees-ROW Attorney, Land Acq Svcs - April 2023	Paid by Check # 381089		04/01/2023	04/05/2023	04/05/2023		04/24/2023	4,000.00
Account 50160 - Legal Services Totals									Invoice Transactions 1	\$4,000.00
Account 50340 - Software Licensing Cost										
12407 - Diglet LLC	KANE20230301	KDOT: Diglet UtilLocTktMgmtSystem - March 2023	Paid by EFT # 79249		04/04/2023	04/05/2023	04/05/2023		04/24/2023	250.00
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	49.00
Account 50340 - Software Licensing Cost Totals									Invoice Transactions 2	\$299.00
Account 50480 - Security Services										
1191 - Alarm Detection Systems, Inc.	201030-1027	KDOT BPO: Alarm System Monitor (All KDOT) Annual May23-Apr2024	Paid by EFT # 79180		04/09/2023	04/12/2023	04/12/2023		04/24/2023	525.60
1191 - Alarm Detection Systems, Inc.	201029-1027	KDOT BPO: Alarm System Monitor (All KDOT) Annual Chg May-Apr2024	Paid by EFT # 79180		04/09/2023	04/12/2023	04/12/2023		04/24/2023	7,077.48
Account 50480 - Security Services Totals									Invoice Transactions 2	\$7,603.08
Account 52000 - Disposal and Water Softener Svcs										
1216 - Waste Management of Illinois - West	4201182-2011-0	KDOT BPO: Waste Disposal, Dumpsters 3/01-3/15/23	Paid by EFT # 79150		03/16/2023	03/23/2023	03/23/2023		04/10/2023	398.11



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 52000 - Disposal and Water Softener Svcs										
1216 - Waste Management of Illinois - West	3690644-2011-9	KDOT BPO: Waste Disposal, Dumpsters 12/01-12/31/22	Paid by EFT # 79513		12/05/2022	04/05/2023	04/05/2023		04/24/2023	29.00
1216 - Waste Management of Illinois - West	4202169-2011-6	KDOT BPO: Waste Disposal, Dumpsters 03/16-03/31/23	Paid by EFT # 79514		04/03/2023	04/05/2023	04/05/2023		04/24/2023	398.11
1216 - Waste Management of Illinois - West	3702233-2011-7	KDOT BPO: Waste Disposal, Dumpsters 4/01-4/30/23	Paid by EFT # 79513		04/05/2023	04/11/2023	04/11/2023		04/24/2023	29.00
12287 - Century Springs/Ove Water Services	2053761	018139 KDOT: Monthly Bottled Water Svc - March Water, April Rent	Paid by EFT # 79233		03/31/2023	04/05/2023	04/05/2023		04/24/2023	273.36
1633 - Culligan Tri City Soft Water	26561	24786 KDOT: Water Softener Svc, 2 Units - 04/01-04/30/23	Paid by Check # 381066		04/01/2023	04/11/2023	04/11/2023		04/24/2023	90.00
Account 52000 - Disposal and Water Softener Svcs Totals									Invoice Transactions 6	\$1,217.58
Account 52010 - Janitorial Services										
8196 - Peterson Cleaning, Inc. (PCI Services, Inc.)	236	KDOT; Janitorial Cleaning Services 2/28/23-3/9/23	Paid by EFT # 79093		03/20/2023	03/23/2023	03/23/2023		04/10/2023	1,406.25
8196 - Peterson Cleaning, Inc. (PCI Services, Inc.)	228	KDOT; Janitorial Cleaning Services - 2/14/23-2/25/23	Paid by EFT # 79093		03/14/2023	03/23/2023	03/23/2023		04/10/2023	1,250.00
8196 - Peterson Cleaning, Inc. (PCI Services, Inc.)	168	KDOT; Janitorial Cleaning Services - 11/07/22-11/20/22	Paid by EFT # 79411		11/30/2022	04/05/2023	04/05/2023		04/24/2023	1,437.50
8196 - Peterson Cleaning, Inc. (PCI Services, Inc.)	143	KDOT; Janitorial Cleaning Services - 9/26/22-10/08/22	Paid by EFT # 79411		11/06/2022	04/05/2023	04/05/2023		04/24/2023	1,562.50
Account 52010 - Janitorial Services Totals									Invoice Transactions 4	\$5,656.25
Account 52110 - Repairs and Maint- Buildings										
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	1,653.00
5933 - Urban Elevator Service LLC	15175768-041011	KDOT BPO: Elevator Maint & Rope Test, Bldg A - April 2023	Paid by EFT # 79495		04/01/2023	04/05/2023	04/05/2023		04/24/2023	299.52
Account 52110 - Repairs and Maint- Buildings Totals									Invoice Transactions 2	\$1,952.52



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 52140 - Repairs and Maint- Copiers										
13153 - Toshiba America Business Solutions Inc	5981239	KDOT; Toshiba eStudio4505AC ColorCopMain 2/15-3/14/23	Paid by EFT # 79136		03/09/2023	03/23/2023	03/23/2023		04/10/2023	162.66
13153 - Toshiba America Business Solutions Inc	5984117	BPO: AIMS Copier Maint Contract MA-1.0.0, 72 Mo E-St2/19-3/18/23	Paid by EFT # 79136		03/14/2023	03/23/2023	03/23/2023		04/10/2023	5.10
13153 - Toshiba America Business Solutions Inc	6000752	KDOT; Toshiba eStudio5508A PermitCopierScaMaint; 3/01-3/31/23	Paid by EFT # 79485		04/05/2023	04/12/2023	04/12/2023		04/24/2023	3.56
1890 - Imaging Essentials, Inc dba Clifford Wald & Co	SINV103717	KDOT: Ink & Maint Cartridge for Plotter (ipf8400)	Paid by EFT # 79325		03/27/2023	04/05/2023	04/05/2023		04/24/2023	1,461.06
8930 - Impact Networking, LLC	2915235	KC04; KDOT BPO-Bizhub 754 Cop Maint, A55V01100376 2/28-4/29/23	Paid by EFT # 79327		03/29/2023	04/05/2023	04/05/2023		04/24/2023	46.81
8930 - Impact Networking, LLC	2926610	KC04; KDOT BPO-Bizhub 552 CopierMnt, 3/15-5/14/23	Paid by EFT # 79327		04/10/2023	04/12/2023	04/12/2023		04/24/2023	35.20
Account 52140 - Repairs and Maint- Copiers Totals									Invoice Transactions 6	\$1,714.39
Account 52215 - Vehicle Lease										
12311 - Enterprise FM Trust	FBN4723299	599716 KDOT: Vehicle Lease Prog. 4/01-4/30/23	Paid by EFT # 79271		04/05/2023	04/11/2023	04/11/2023		04/24/2023	6,611.26
Account 52215 - Vehicle Lease Totals									Invoice Transactions 1	\$6,611.26
Account 53100 - Conferences and Meetings										
13606 - Kaci Nicole Crowley	032023	PEV - Crowley - Mileage, Meals	Paid by EFT # 78998		03/20/2023	03/29/2023	03/29/2023		04/10/2023	29.75
5020 - Stephen Douglas Zulkowski	032223	PEV - Zulkowski - IDOT Training Mileage/Tolls	Paid by EFT # 79162		03/22/2023	03/29/2023	03/29/2023		04/10/2023	3.65
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	1,238.00
13311 - Heidi Lichtenberger	032023	PEV - Lichtenberger - PROWAG Meeting	Paid by EFT # 79357		03/20/2023	04/14/2023	04/14/2023		04/24/2023	14.75
Account 53100 - Conferences and Meetings Totals									Invoice Transactions 4	\$1,286.15



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 53110 - Employee Training										
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	435.00
Account 53110 - Employee Training Totals										Invoice Transactions 1
										<u>\$435.00</u>
Account 53120 - Employee Mileage Expense										
13606 - Kaci Nicole Crowley	032023	PEV - Crowley - Mileage, Meals	Paid by EFT # 78998		03/20/2023	03/29/2023	03/29/2023		04/10/2023	99.56
5020 - Stephen Douglas Zulkowski	032223	PEV - Zulkowski - IDOT Training Mileage/Tolls	Paid by EFT # 79162		03/22/2023	03/29/2023	03/29/2023		04/10/2023	37.99
Account 53120 - Employee Mileage Expense Totals										Invoice Transactions 2
										<u>\$137.55</u>
Account 53130 - General Association Dues										
3984 - American Public Works Association (APWA)	799163-020223-DS	KDOT: APWA Renewal 05/01/23-04/30/24 David Sitko	Paid by Check # 380949		02/02/2023	03/27/2023	03/27/2023		04/10/2023	229.00
Account 53130 - General Association Dues Totals										Invoice Transactions 1
										<u>\$229.00</u>
Account 60000 - Office Supplies										
1802 - Staples Business Advantage	3533494560	1009728 KDOT: Avery Labels, Gel Pens, Mech Pencils	Paid by Check # 381009		03/21/2023	03/23/2023	03/23/2023		04/10/2023	47.89
1802 - Staples Business Advantage	3534012361	1009728 KDOT: 3Tab Manila, File Pkt 3.5in Ltr	Paid by Check # 381009		03/28/2023	03/27/2023	03/27/2023		04/10/2023	74.76
1802 - Staples Business Advantage	3534075036	1009728 KDOT: Dust-Off 7oz, 2pk	Paid by Check # 381132		03/29/2023	04/05/2023	04/05/2023		04/24/2023	12.71
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	241.54
Account 60000 - Office Supplies Totals										Invoice Transactions 4
										<u>\$376.90</u>
Account 60010 - Operating Supplies										
2225 - Cintas Corporation	5150777353	KDOT BPO: First Aid/Safety Sup	Paid by Check # 380957		03/23/2023	03/24/2023	03/24/2023		04/10/2023	298.81
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	364.62
1859 - Airgas North Central, Inc.	9996351169	2051037 KDOT: Lease Cyl, Lease Renewal	Paid by EFT # 79178		04/01/2023	04/05/2023	04/05/2023		04/24/2023	207.70
1859 - Airgas North Central, Inc.	9995783920	2051037 KDOT: Rent Cyl, Acetylene, Argon, Nitrogen, Oxygen, Acetylene	Paid by EFT # 79178		03/31/2023	04/05/2023	04/05/2023		04/24/2023	95.26



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 60010 - Operating Supplies										
1859 - Airgas North Central, Inc.	9136574757	2051037 KDOT: Acetylene,Argon,Nitro gen,Oxygen Energy Charge	Paid by EFT # 79178		03/31/2023	04/11/2023	04/11/2023		04/24/2023	757.38
Account 60010 - Operating Supplies Totals Invoice Transactions 5										<u>\$1,723.77</u>
Account 60040 - Postage										
1457 - FedEx	8-004-17957	3257-0325-3 KDOT: Overnight Shipping - Return to MS Foster	Paid by Check # 380975		01/11/2023	03/27/2023	03/27/2023		04/10/2023	12.73
1457 - FedEx	8-083-51723	3257-0325-3 KDOT: Shipping - Ansi Manual	Paid by Check # 381074		03/29/2023	04/05/2023	04/05/2023		04/24/2023	27.33
Account 60040 - Postage Totals Invoice Transactions 2										<u>\$40.06</u>
Account 60050 - Books and Subscriptions										
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	350.00
Account 60050 - Books and Subscriptions Totals Invoice Transactions 1										<u>\$350.00</u>
Account 60070 - Computer Hardware- Non Capital										
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	52.65
Account 60070 - Computer Hardware- Non Capital Totals Invoice Transactions 1										<u>\$52.65</u>
Account 60340 - Buildings and Grounds Supplies										
3060 - Grainger Inc	9640712387	857035364 KDOT: Multimeter and Clamp Meter Kit	Paid by EFT # 79033		03/15/2023	03/23/2023	03/23/2023		04/10/2023	383.17
3060 - Grainger Inc	9642581921	857035364 KDOT: Flush Valve, Vacuum Breaker	Paid by EFT # 79033		03/16/2023	03/27/2023	03/27/2023		04/10/2023	444.61
1390 - Menards, Inc.	3015	31210451 KDOT; Toilet Seals & Seats	Paid by EFT # 79078		03/16/2023	03/27/2023	03/27/2023		04/10/2023	147.92
1390 - Menards, Inc.	53226	35030351 KDOT: Cabinet, Sponges, Rake, Cutting Plier	Paid by Check # 380989		03/14/2023	03/27/2023	03/27/2023		04/10/2023	356.75
1390 - Menards, Inc.	52575	35030351 KDOT: Pail, Sea Salt, Vinegar, Blk Pepper	Paid by Check # 380989		03/02/2023	03/27/2023	03/27/2023		04/10/2023	20.30
1390 - Menards, Inc.	53689	35030351 KDOT: Drywall, Paint, Toilet Seal	Paid by Check # 380989		03/22/2023	03/27/2023	03/27/2023		04/10/2023	226.50



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 60340 - Buildings and Grounds Supplies										
1390 - Menards, Inc.	4182	31210451 KDOT; P-Trap, Sealnt, Torch Kit, Torch Prop	Paid by EFT # 79374		04/06/2023	04/11/2023	04/11/2023		04/24/2023	85.45
1980 - Northern Safety and Industrial	905329197	3878972 KDOT: Wypall Pop Up Wipes	Paid by EFT # 79389		03/10/2023	04/05/2023	04/05/2023		04/24/2023	492.50
5897 - Producers Chemical Company	41954	5512 KDOT: Sodium Hypochlorite (water treatment), 5 gal Pails	Paid by EFT # 79426		04/06/2023	04/11/2023	04/11/2023		04/24/2023	79.50
1802 - Staples Business Advantage	3534983292	1009728 KDOT: 13.5 Gal Stainless Trash	Paid by Check # 381132		04/04/2023	04/05/2023	04/05/2023		04/24/2023	365.99
3060 - Grainger Inc	9647668335	857035364 KDOT: Vacuum Breaker , Manual Flush Valve	Paid by EFT # 79303		03/21/2023	04/05/2023	04/05/2023		04/24/2023	430.66
3060 - Grainger Inc	9658308094	857035364 KDOT: Tail Piece Assembly	Paid by EFT # 79303		03/30/2023	04/11/2023	04/11/2023		04/24/2023	55.70
1679 - McMaster-Carr Supply Co	95539457	186811900 KDOT: Low Press Pipe Fitting, Iron, Adapter	Paid by EFT # 79371		04/03/2023	04/05/2023	04/05/2023		04/24/2023	75.01
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	130.49
Account 60340 - Buildings and Grounds Supplies Totals Invoice Transactions 14										\$3,294.55
Account 60430 - Sign Material										
5749 - 3M Company	9421141282	KDOT: Sign Material - Film and Shtg	Paid by Check # 380946		02/03/2023	03/29/2023	03/29/2023		04/10/2023	204.75
5749 - 3M Company	9421763399	KDOT: Sign Material - Film and Shtg	Paid by Check # 380946		03/13/2023	03/29/2023	03/29/2023		04/10/2023	273.00
5749 - 3M Company	9421197241	KDOT: Sign Material - Film and Shtg	Paid by Check # 380946		02/07/2023	03/29/2023	03/29/2023		04/10/2023	1,597.50
5749 - 3M Company	9421921805	KDOT: Sign Material - Film and Shtg	Paid by Check # 380946		03/22/2023	03/29/2023	03/29/2023		04/10/2023	886.90
1390 - Menards, Inc.	53194	35030351 KDOT: 2x8 & 4x4 Green Treated	Paid by Check # 380989		03/13/2023	03/27/2023	03/27/2023		04/10/2023	85.36
1390 - Menards, Inc.	3261	31210451 KDOT; Spring Snap	Paid by EFT # 79078		03/21/2023	03/27/2023	03/27/2023		04/10/2023	7.98
1325 - Priority Products, Inc.	987388	KDOT BPO-Sign Material/Hardware - Flat Washers Stainless	Paid by Check # 381119		03/22/2023	04/05/2023	04/05/2023		04/24/2023	47.78
Account 60430 - Sign Material Totals Invoice Transactions 7										\$3,103.27



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 63000 - Utilities- Natural Gas										
2253 - Nicor Gas	3814320-03/23	36-44-94-1000 4; 3814320, 40W969 Burlington 2/22- 3/24/23	Paid by Check # 380993		03/24/2023	03/29/2023	03/29/2023		04/10/2023	1,042.57
2253 - Nicor Gas	4859133-03/23	39-82-88-1000 0; 4859133, 41W011 Burlington 2/22- 3/24/23	Paid by Check # 381108		03/27/2023	04/05/2023	04/05/2023		04/24/2023	1,559.52
Account 63000 - Utilities- Natural Gas Totals								Invoice Transactions 2		\$2,602.09
Account 63010 - Utilities- Electric										
10981 - Constellation NewEnergy Inc.	64904895501	7298774-2; 8215650; 7610795006; Elec, 41W011 Burl 2/23- 3/24/23	Paid by EFT # 79244		03/27/2023	04/05/2023	04/05/2023		04/24/2023	2,174.75
Account 63010 - Utilities- Electric Totals								Invoice Transactions 1		\$2,174.75
Account 63020 - Utilities- Intersect Lighting										
10981 - Constellation NewEnergy Inc.	64611637001	7298774-22; 8019229002; 8215672; ES Randall 1N Fl 1/19- 2/17/23	Paid by EFT # 78989		02/20/2023	03/29/2023	03/29/2023		04/10/2023	181.38
10981 - Constellation NewEnergy Inc.	64736515301	7298774-24; 8215674; 2043096048; Orchard Rd, 2/3-3/6/23	Paid by EFT # 78988		03/07/2023	03/29/2023	03/29/2023		04/10/2023	114.43
10981 - Constellation NewEnergy Inc.	64854710701	7298774-22; 8019229002; 8215672; ES Randall 1N Flet 2/17 -3/20/23	Paid by EFT # 78989		03/21/2023	03/29/2023	03/29/2023		04/10/2023	227.23
10981 - Constellation NewEnergy Inc.	64854711001	7298774-4; 8185694006; 8215654; WS Randall 1S Mason 2/17-3/20/23	Paid by EFT # 78987		03/21/2023	03/29/2023	03/29/2023		04/10/2023	311.13
3380 - City of Batavia	320635757- 03/23	194.069300.00; 320635757; Kirk&Wilson, 02/07- 03/07/23	Paid by Check # 380963		03/16/2023	03/29/2023	03/29/2023		04/10/2023	93.28
3380 - City of Batavia	73835573- 03/23	194.048000.00; 73835573; Fabyan&Raddant, 2/08 -3/09/23	Paid by Check # 380960		03/16/2023	03/29/2023	03/29/2023		04/10/2023	116.78



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 63020 - Utilities- Intersect Lighting										
3380 - City of Batavia	326579786-03/23	192.005410.00; 326579786; Kirk&Hubbard, 2/07-3/06/23	Paid by Check # 380962		03/16/2023	03/29/2023	03/29/2023		04/10/2023	91.48
3380 - City of Batavia	316075971-03/23	392.050025.00; 316075971; Kirk & Pine, 2/14-3/14/23	Paid by Check # 380961		03/23/2023	03/29/2023	03/29/2023		04/10/2023	104.26
1044 - City of Geneva	333380545-03/23	0198004231-000; 333380545, 1031 EFabyan, 2/01-3/01/23	Paid by EFT # 78967		03/15/2023	03/29/2023	03/29/2023		04/10/2023	83.60
1054 - ComEd	6063129097-03/23	6063129097; 271181066; Weather3N145 Randall, Elgin 2/17-3/30/23	Paid by Check # 380969		03/20/2023	03/29/2023	03/29/2023		04/10/2023	23.06
1054 - ComEd	0414000061-03/23	0414000061; Various Traf Lghts 2/15-3/16/23	Paid by Check # 380965		03/24/2023	03/29/2023	03/29/2023		04/10/2023	4,196.80
1054 - ComEd	0960088046-03/23	0960088046; 272138976; US 20/BrierHill@Allen 2/9-3/10/23	Paid by Check # 380967		03/10/2023	03/29/2023	03/29/2023		04/10/2023	8.20
1054 - ComEd	2991138206-03/23	2991138206; 272277451; Mtrd Trfc Lites/S Rand, Alg 2/13-3/14/23	Paid by Check # 380968		03/14/2023	03/29/2023	03/29/2023		04/10/2023	338.74
1054 - ComEd	1683013462-03/23	1683013462; 941 Bolz Rd Dundee TWP 2/14-3/15/23	Paid by Check # 380966		03/15/2023	03/29/2023	03/29/2023		04/10/2023	296.59
1054 - ComEd	0039051173-03/23	0039051173; Corron/Burlington 2/23-3/24/23	Paid by Check # 381052		03/24/2023	04/05/2023	04/05/2023		04/24/2023	13.42
1054 - ComEd	1603046065-03/23	1603046065; 273363546; Spring/McLean, SoElgin 2/27-3/28/23	Paid by Check # 381056		03/28/2023	04/05/2023	04/05/2023		04/24/2023	126.20
1054 - ComEd	5281099004-03/23	5281099004; 272139221; 7N416 S Rt31, SoElgin 2/27-3/28/23	Paid by Check # 381058		03/28/2023	04/05/2023	04/05/2023		04/24/2023	94.99



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 63020 - Utilities- Intersect Lighting										
1054 - ComEd	2672169007-03/23	2672169007; 271912253; McLean/Bowes, Elgin 2/24-3/27/23	Paid by Check # 381059		03/27/2023	04/05/2023	04/05/2023		04/24/2023	221.78
1054 - ComEd	4544118063-03/23	4544118063; Lite Rt47@BurlingtonRd 2/23-3/24/23	Paid by Check # 381057		03/24/2023	04/05/2023	04/05/2023		04/24/2023	174.98
1054 - ComEd	0991034032-03/23	0991034032; 273116921; BigTmbr/Randall, Elgin 2/20-3/21/23	Paid by Check # 381054		03/24/2023	04/05/2023	04/05/2023		04/24/2023	283.60
1054 - ComEd	4278050001-03/23	4278050001; Corron@McDonald 2/23-3/24/23	Paid by Check # 381051		03/24/2023	04/05/2023	04/05/2023		04/24/2023	59.68
1054 - ComEd	0891053188-03/23	0891053188; 273279596, McDonaldTrfSgnl@Dittman 2/23-3/24/23	Paid by Check # 381053		03/24/2023	04/05/2023	04/05/2023		04/24/2023	24.51
1054 - ComEd	0171144326-03/23	0171144326; 273941099; NE BurlingRdCamptonTwp 2/23-3/24/23	Paid by Check # 381055		03/24/2023	04/05/2023	04/05/2023		04/24/2023	40.97
Account 63020 - Utilities- Intersect Lighting Totals									Invoice Transactions 23	\$7,227.09
Account 63040 - Fuel- Vehicles										
9225 - Petroleum Traders Corporation	1869123	KDOT BPO-Fuel: Diesel&Unl Reg Gas, FY23 Tank #3	Paid by EFT # 79095		03/23/2023	03/29/2023	03/29/2023		04/10/2023	20,372.35
6028 - Michael D. Zakosek	031723	PEV - Zakosek - Fuel	Paid by EFT # 79161		03/17/2023	03/29/2023	03/29/2023		04/10/2023	68.19
Account 63040 - Fuel- Vehicles Totals									Invoice Transactions 2	\$20,440.54
Account 70020 - Computer Software- Capital										
13174 - Byrne Software Technologies Inc	0099956	KDOT: Permit Software Support 2/25/23-3/31/23	Paid by EFT # 79223		04/06/2023	04/12/2023	04/12/2023		04/24/2023	9,100.00
Account 70020 - Computer Software- Capital Totals									Invoice Transactions 1	\$9,100.00
Account 70110 - Machinery and Equipment										
8342 - Henderson Products Inc	373220	KDOT: Wing Moldboard for Plow Trk #45	Paid by EFT # 79044		02/27/2023	03/23/2023	03/23/2023		04/10/2023	6,675.15
8342 - Henderson Products Inc	374471	KDOT: **Credit Memo for Shipping on Inv#373220**	Paid by EFT # 79044		03/16/2023	03/23/2023	03/23/2023		04/10/2023	(250.00)
Account 70110 - Machinery and Equipment Totals									Invoice Transactions 2	\$6,425.15



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway Totals								Invoice Transactions	100	\$114,611.55
Department 520 - Transportation Totals								Invoice Transactions	100	\$114,611.55
Fund 300 - County Highway Totals								Invoice Transactions	100	\$114,611.55
Fund 301 - County Bridge										
Department 520 - Transportation										
Sub-Department 521 - County Bridge										
Account 52100 - Bridge Inspection										
1053 - Hampton Lenzini & Renwick, Inc. (HLR)	23-2021-90	20-00528-00-EG; 2021 StructSafetyInspect.P2; 02/01/23-02/28/23	Paid by EFT # 79039		03/14/2023	03/23/2023	03/23/2023		04/10/2023	3,334.80
1071 - HR GREEN Inc (formerly SEC GROUP Inc)	1-161360	22-00559-00-EG; 2023StructreInsp.P2 2/06/23-2/28/23	Paid by EFT # 79320		03/27/2023	04/12/2023	04/12/2023		04/24/2023	34,644.34
Account 52100 - Bridge Inspection Totals								Invoice Transactions	2	\$37,979.14
Sub-Department 521 - County Bridge Totals								Invoice Transactions	2	\$37,979.14
Department 520 - Transportation Totals								Invoice Transactions	2	\$37,979.14
Fund 301 - County Bridge Totals								Invoice Transactions	2	\$37,979.14
Fund 302 - Motor Fuel Tax										
Department 520 - Transportation										
Sub-Department 522 - Motor Fuel Tax										
Account 45410 - Teamsters Contribution										
1067 - Suburban Teamsters of Northern Illinois	1569-03/23	23-00000-00-GM; MFT, Health Ins - Maint Staff - March 2023	Paid by EFT # 79166		04/13/2023	04/14/2023	04/14/2023		04/18/2023	46,224.00
Account 45410 - Teamsters Contribution Totals								Invoice Transactions	1	\$46,224.00
Account 50140 - Engineering Services										
5244 - BLA Inc	22434-19	12-00192-04-BR (R); (MFT) 120019204BR.P2 2/01/23-2/28/23	Paid by EFT # 78952		02/28/2023	03/23/2023	03/23/2023		04/10/2023	39,260.63
1059 - Christopher B. Burke Engineering, Ltd.	39-2019-2221	19-00511-00-CH; (MFT) Randl@Hopps IntersctRealign, 1/29-2/25/23	Paid by EFT # 78965		03/10/2023	03/23/2023	03/23/2023		04/10/2023	3,948.11
1059 - Christopher B. Burke Engineering, Ltd.	40-2019-2221	19-00511-00-CH; (MFT) Randl@Hopps IntersctRealign, 2/26-3/25/23	Paid by EFT # 79236		04/04/2023	04/12/2023	04/12/2023		04/24/2023	10,961.22
1051 - V3 Companies, Ltd	05-123281	14-00288-01-PV; BlissFabyanMain.P3Reb uild 1/01/23-1/31/23	Paid by EFT # 79497		02/20/2023	04/12/2023	04/12/2023		04/24/2023	16,121.61



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 302 - Motor Fuel Tax										
Department 520 - Transportation										
Sub-Department 522 - Motor Fuel Tax										
Account 50140 - Engineering Services										
1051 - V3 Companies, Ltd	06-223069	14-00288-01-PV; BlissFabyanMain.P3Reb uild 2/01/23-2/28/23	Paid by EFT # 79497		03/08/2023	04/12/2023	04/12/2023		04/24/2023	25,904.76
Account 50140 - Engineering Services Totals										Invoice Transactions 5
										<u>\$96,196.33</u>
Account 73000 - Road Construction										
1021 - State of IL Treasurer-IDOT	125518	17-00488-00-CH; US30IL47toIL31.Const 10/24/22-12/14/22	Paid by Check # 381133		04/01/2023	04/06/2023	04/06/2023		04/24/2023	132,960.56
Account 73000 - Road Construction Totals										Invoice Transactions 1
										<u>\$132,960.56</u>
Sub-Department 522 - Motor Fuel Tax Totals										Invoice Transactions 7
										<u>\$275,380.89</u>
Department 520 - Transportation Totals										Invoice Transactions 7
										<u>\$275,380.89</u>
Fund 302 - Motor Fuel Tax Totals										Invoice Transactions 7
										<u>\$275,380.89</u>
Fund 304 - Motor Fuel Local Option										
Department 520 - Transportation										
Sub-Department 524 - Motor Fuel Local Option										
Account 50140 - Engineering Services										
5244 - BLA Inc	22342-5	21-00537-00-ES; 2021OnCallDesign.P2 Fabyan@Western 1/1- 2/28/23	Paid by EFT # 78952		02/28/2023	03/23/2023	03/23/2023		04/10/2023	37,255.58
5244 - BLA Inc	22398-6	21-00537-00-ES; 2021OnCallDesign.P2 - Jericho Culvert 2/1- 2/28/23	Paid by EFT # 78952		02/28/2023	03/23/2023	03/23/2023		04/10/2023	7,433.26
5244 - BLA Inc	22397-7	21-00537-00-ES; 2021OnCallDesign.P2 - Wild Rose Culve 2/1- 2/28/23	Paid by EFT # 78952		02/28/2023	03/23/2023	03/23/2023		04/10/2023	1,926.96
5244 - BLA Inc	22448-3	21-00537-00-ES; 2021OnCallDesign.P2 - Dundee Twp ADA Imp	Paid by EFT # 79210		03/31/2023	04/12/2023	04/12/2023		04/24/2023	1,323.59
Account 50140 - Engineering Services Totals										Invoice Transactions 4
										<u>\$47,939.39</u>
Account 52020 - Repairs and Maintenance- Roads										
1390 - Menards, Inc.	53628	35030351 KDOT: Spray Paint Sand, Green & Paprika	Paid by Check # 380989		03/21/2023	03/27/2023	03/27/2023		04/10/2023	26.93



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 304 - Motor Fuel Local Option										
Department 520 - Transportation										
Sub-Department 524 - Motor Fuel Local Option										
Account 52020 - Repairs and Maintenance- Roads										
5111 - Elgin Key & Lock Company, Inc.	230538	KDOT: Standard Key Cut - 5 Pin	Paid by EFT # 79268		03/29/2023	04/05/2023	04/05/2023		04/24/2023	28.50
Account 52020 - Repairs and Maintenance- Roads Totals										Invoice Transactions 2
										\$55.43
Account 60210 - Uniform Supplies										
2225 - Cintas Corporation	4149509285	15658050 KDOT BPO-Uniforms/Carpet (Yr 3 of 3),	Paid by Check # 380957		03/15/2023	03/23/2023	03/23/2023		04/10/2023	320.75
2225 - Cintas Corporation	4148794047	15658050 KDOT BPO-Uniforms/Carpet (Yr 3 of 3),	Paid by Check # 380957		03/08/2023	03/29/2023	03/29/2023		04/10/2023	391.21
2225 - Cintas Corporation	4150212775	15658050 KDOT BPO-Uniforms/Carpet (Yr 3 of 3),	Paid by Check # 381046		03/22/2023	04/05/2023	04/05/2023		04/24/2023	441.90
2225 - Cintas Corporation	4150904703	15658050 KDOT BPO-Uniforms/Carpet (Yr 3 of 3),	Paid by Check # 381046		03/29/2023	04/05/2023	04/05/2023		04/24/2023	260.93
2225 - Cintas Corporation	4151586545	15658050 KDOT BPO-Uniforms/Carpet (Yr 3 of 3),	Paid by Check # 381046		04/05/2023	04/12/2023	04/12/2023		04/24/2023	333.74
Account 60210 - Uniform Supplies Totals										Invoice Transactions 5
										\$1,748.53
Account 60330 - Vehicle Parts/Supplies										
3583 - Elburn NAPA Inc (North Aurora)	922749	1170 KDOT BPO: VehParts/Sup - Gold Oil Filter, U-Bolt, Silicone	Paid by EFT # 79011		03/13/2023	03/24/2023	03/24/2023		04/10/2023	460.21
3583 - Elburn NAPA Inc (North Aurora)	922664	1170 KDOT BPO: VehParts/Sup - Gold Oil Filter, Hydraulic Filter	Paid by EFT # 79011		03/13/2023	03/24/2023	03/24/2023		04/10/2023	325.42
3583 - Elburn NAPA Inc (North Aurora)	922698	1170 KDOT BPO: VehParts/Sup - Hydr Filters	Paid by EFT # 79011		03/13/2023	03/24/2023	03/24/2023		04/10/2023	480.30
3583 - Elburn NAPA Inc (North Aurora)	924031	1170 KDOT BPO: VehParts/Sup - Brake Shoe Kits	Paid by EFT # 79011		03/23/2023	03/24/2023	03/24/2023		04/10/2023	435.92
3583 - Elburn NAPA Inc (North Aurora)	924032	1170 KDOT BPO: VehParts/Sup - Chain, Wipes, Brake Shoe Kits	Paid by EFT # 79011		03/23/2023	03/24/2023	03/24/2023		04/10/2023	500.02
3583 - Elburn NAPA Inc (North Aurora)	922981	1170 KDOT BPO: VehParts/Sup - Belt Fan Air Conditioner, Gold Fil	Paid by EFT # 79011		03/15/2023	03/24/2023	03/24/2023		04/10/2023	87.81



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 304 - Motor Fuel Local Option										
Department 520 - Transportation										
Sub-Department 524 - Motor Fuel Local Option										
Account 60330 - Vehicle Parts/Supplies										
3583 - Elburn NAPA Inc (North Aurora)	923015	1170 KDOT BPO: VehParts/Sup - Brake Shoe Kits	Paid by EFT # 79011		03/15/2023	03/24/2023	03/24/2023		04/10/2023	470.76
3583 - Elburn NAPA Inc (North Aurora)	923906	1170 KDOT BPO: VehParts/Sup - XL Plus	Paid by EFT # 79011		03/22/2023	03/24/2023	03/24/2023		04/10/2023	62.08
3583 - Elburn NAPA Inc (North Aurora)	923833	1170 KDOT BPO: VehParts/Sup - Tire Val, Ruglyde 1Gal	Paid by EFT # 79011		03/22/2023	03/24/2023	03/24/2023		04/10/2023	119.03
3583 - Elburn NAPA Inc (North Aurora)	922988	1170 KDOT **CREDIT**: Vehicle Parts/Sup - Napa Gold Filter	Paid by EFT # 79011		03/15/2023	03/24/2023	03/24/2023		04/10/2023	(21.29)
3583 - Elburn NAPA Inc (North Aurora)	924106	1170 KDOT BPO: VehParts/Sup - Oil Seal	Paid by EFT # 79011		03/23/2023	03/29/2023	03/29/2023		04/10/2023	134.22
3583 - Elburn NAPA Inc (North Aurora)	924103	1170 KDOT BPO: VehParts/Sup - Gold Force	Paid by EFT # 79011		03/23/2023	03/29/2023	03/29/2023		04/10/2023	181.26
8619 - Fox Valley Buick-GMC Inc	41945	KDOT: Sensor - Trk# 207	Paid by EFT # 79024		03/15/2023	03/23/2023	03/23/2023		04/10/2023	91.66
1125 - Patson, Inc. dba TransChicago Truck Group	X101293748:01	KDOT: Brkt-Sensor, Bolt On R/T Serise	Paid by EFT # 79091		03/20/2023	03/24/2023	03/24/2023		04/10/2023	44.25
1125 - Patson, Inc. dba TransChicago Truck Group	X101294055:01	KDOT: SW-Rckr Snow Plow Trk# 53	Paid by EFT # 79091		03/23/2023	03/27/2023	03/27/2023		04/10/2023	58.32
12772 - Truck Country of Illinois	X901088879:01	KDOT: Drum IH Unit #17	Paid by EFT # 79140		03/15/2023	03/27/2023	03/27/2023		04/10/2023	759.60
12772 - Truck Country of Illinois	X901090162:01	KDOT: DP Snsor Kit Trk #55	Paid by EFT # 79140		03/28/2023	03/27/2023	03/27/2023		04/10/2023	119.67
9287 - Rush Truck Centers of Illinois, Inc.	3031787372	295813 KDOT: Seal, Oil Seal Fwd RR Output Trk# 15	Paid by EFT # 79113		03/21/2023	03/24/2023	03/24/2023		04/10/2023	168.64
9287 - Rush Truck Centers of Illinois, Inc.	3031753704	295813 KDOT: Horn Air, Clamp Pipe Shield Trk# 5	Paid by EFT # 79113		03/20/2023	03/24/2023	03/24/2023		04/10/2023	298.59
9287 - Rush Truck Centers of Illinois, Inc.	3031672298	295813 KDOT: Horn Elect w/Brkts TRK# 8	Paid by EFT # 79113		03/14/2023	03/24/2023	03/24/2023		04/10/2023	56.90
9287 - Rush Truck Centers of Illinois, Inc.	3030647749	295813 KDOT: **Credit Memo** Module Valve Metering UCore	Paid by EFT # 79113		12/22/2022	03/27/2023	03/27/2023		04/10/2023	(106.40)
9287 - Rush Truck Centers of Illinois, Inc.	3031900094	295813 KDOT: Clamp Muffler Pipe OR Trk #49	Paid by EFT # 79444		03/29/2023	04/05/2023	04/05/2023		04/24/2023	37.48



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 304 - Motor Fuel Local Option										
Department 520 - Transportation										
Sub-Department 524 - Motor Fuel Local Option										
Account 60330 - Vehicle Parts/Supplies										
1613 - Wholesale Direct Inc	000262437	KDOT: Hyraul Motor W/Sensor	Paid by Check # 381148		03/30/2023	04/11/2023	04/11/2023		04/24/2023	497.77
1125 - Patson, Inc. dba TransChicago Truck Group	X101303754:01	KDOT: Gasket, Locknut, Washer, Seal, Stud Trk #45	Paid by EFT # 79403		04/06/2023	04/11/2023	04/11/2023		04/24/2023	356.51
1917 - MacQueen Equipment dba MacQueen Emergency (Temco)	P20854	KANEC001: Pipe - Motor - Trk #45	Paid by EFT # 79361		02/03/2023	04/05/2023	04/05/2023		04/24/2023	139.30
3583 - Elburn NAPA Inc (North Aurora)	925066	1170 KDOT BPO: VehParts/Sup - Dorman Anti Lock Brake	Paid by EFT # 79266		03/31/2023	04/05/2023	04/05/2023		04/24/2023	108.30
3583 - Elburn NAPA Inc (North Aurora)	924906	1170 KDOT BPO: VehParts/Sup - Cap screw, Glox Blk	Paid by EFT # 79266		03/30/2023	04/05/2023	04/05/2023		04/24/2023	48.30
3583 - Elburn NAPA Inc (North Aurora)	925530	1170 KDOT BPO: VehParts/Sup-Napa Gold Filter	Paid by EFT # 79266		04/05/2023	04/11/2023	04/11/2023		04/24/2023	487.73
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	1,024.75
Account 60330 - Vehicle Parts/Supplies Totals										Invoice Transactions 29
										<u>\$7,427.11</u>
Account 60360 - Equipment Parts/Supplies										
12727 - Alta Construction Equip of IL dba Martin Implement	SP4/65594	BP0029220 KDOT: Stop Nut, Cover, Guard, Bolt	Paid by EFT # 78941		03/28/2023	03/27/2023	03/27/2023		04/10/2023	72.48
3583 - Elburn NAPA Inc (North Aurora)	922735	1170 KDOT BPO: EquipParts/Sup - Gold Air Filters	Paid by EFT # 79011		03/13/2023	03/24/2023	03/24/2023		04/10/2023	79.91
3583 - Elburn NAPA Inc (North Aurora)	922752	1170 KDOT BPO: EquipParts/Sup - Hydr & Fuel Filters	Paid by EFT # 79011		03/13/2023	03/24/2023	03/24/2023		04/10/2023	358.45
1325 - Priority Products, Inc.	987289	KDOT BPO: EquipPts/Sup, - Male Pipe, Female Swivel Straights	Paid by Check # 381004		03/16/2023	03/23/2023	03/23/2023		04/10/2023	83.79
1325 - Priority Products, Inc.	986728-001	KDOT BPO: EquipPts/Sup, - Air Brake Swivel	Paid by Check # 381004		03/22/2023	03/24/2023	03/24/2023		04/10/2023	54.84
2209 - Suburban Propane	7800-616781	7800-036469 KDOT: 24.0 Gallons	Paid by Check # 381010		03/16/2023	03/24/2023	03/24/2023		04/10/2023	220.74
2289 - Vermeer Illinois, Inc.	PJ9110	KANEC002 KDOT: Knife 5/8 Double Edge	Paid by EFT # 79502		02/03/2023	04/11/2023	04/11/2023		04/24/2023	474.48



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 304 - Motor Fuel Local Option										
Department 520 - Transportation										
Sub-Department 524 - Motor Fuel Local Option										
Account 60360 - Equipment Parts/Supplies										
2289 - Vermeer Illinois, Inc.	PJ9213	KANEC002 KDOT: Idler Assy	Paid by EFT # 79502		02/07/2023	04/11/2023	04/11/2023		04/24/2023	485.55
2289 - Vermeer Illinois, Inc.	PK1551	KANEC002 KDOT: Blade Sharp, Rope Fiber **Credit on Knife/Idler	Paid by EFT # 79502		04/04/2023	04/11/2023	04/11/2023		04/24/2023	(252.63)
2289 - Vermeer Illinois, Inc.	PK1552	KANEC002 KDOT: Blade Sharp, Rope Fiber Trk #104	Paid by EFT # 79502		04/04/2023	04/11/2023	04/11/2023		04/24/2023	190.50
1325 - Priority Products, Inc.	987601	KDOT BPO: EquipPts/Sup, - Washer, Clamp, Cable Ties, F Swivels	Paid by Check # 381119		03/29/2023	04/12/2023	04/12/2023		04/24/2023	692.26
1325 - Priority Products, Inc.	988088	KDOT BPO: EquipPts/Sup, - Female Swivel Elbow Serise Z	Paid by Check # 381119		04/05/2023	04/12/2023	04/12/2023		04/24/2023	696.98
1325 - Priority Products, Inc.	987870	KDOT BPO: EquipPts/Sup, - Locknuts, Pressure Hose, Bushing Steel	Paid by Check # 381119		04/05/2023	04/12/2023	04/12/2023		04/24/2023	1,867.02
1325 - Priority Products, Inc.	988223	64 KDOT BPO: **Credit Memo**Male Pipe Swivel	Paid by Check # 381119		04/07/2023	04/12/2023	04/12/2023		04/24/2023	(27.55)
3583 - Elburn NAPA Inc (North Aurora)	925630	1170 KDOT BPO: EquipParts/Sup - Welding Gloves	Paid by EFT # 79266		04/05/2023	04/11/2023	04/11/2023		04/24/2023	17.13
3583 - Elburn NAPA Inc (North Aurora)	925720	1170 KDOT BPO: EquipParts/Sup - Transfer Pump Power	Paid by EFT # 79266		04/06/2023	04/11/2023	04/11/2023		04/24/2023	210.87
3583 - Elburn NAPA Inc (North Aurora)	925707	1170 KDOT BPO: EquipParts/Sup - Universal N95 Resp	Paid by EFT # 79266		04/06/2023	04/11/2023	04/11/2023		04/24/2023	32.50
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	661.74
3719 - McCann Industries, Inc.	P54195	KaneC001 KDOT: TR2 (Part# 504323096)	Paid by EFT # 79369		04/04/2023	04/11/2023	04/11/2023		04/24/2023	83.49
Account 60360 - Equipment Parts/Supplies Totals									Invoice Transactions 19	\$6,002.55



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 304 - Motor Fuel Local Option										
Department 520 - Transportation										
Sub-Department 524 - Motor Fuel Local Option										
Account 60370 - Tools										
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	285.75
Account 60370 - Tools Totals										<u>\$285.75</u>
Account 60420 - Road Material										
4526 - Fifth Third Bank	1665-CS-03/23	KDOT: Amzn, Comcast, APWA, Zoro, Ebay, Rural King, Lowes	Paid by EFT # 79283		04/04/2023	04/06/2023	04/06/2023		04/24/2023	359.93
1390 - Menards, Inc.	54373	35030351 KDOT: Veg Conc, Pickup Tool	Paid by Check # 381104		04/03/2023	04/11/2023	04/11/2023		04/24/2023	653.12
Account 60420 - Road Material Totals										<u>\$1,013.05</u>
Account 63020 - Utilities- Intersect Lighting										
9385 - H&H Electric Co.	41192	23-00000-01-GM; 2023 -2025 EMC 3/01-3/31/23 ROUTINE	Paid by EFT # 79306		03/31/2023	04/12/2023	04/12/2023		04/24/2023	62,823.28
Account 63020 - Utilities- Intersect Lighting Totals										<u>\$62,823.28</u>
Sub-Department 524 - Motor Fuel Local Option Totals										<u>\$127,295.09</u>
Department 520 - Transportation Totals										<u>\$127,295.09</u>
Fund 304 - Motor Fuel Local Option Totals										<u>\$127,295.09</u>
Invoice Transactions 1										
Invoice Transactions 2										
Invoice Transactions 63										
Invoice Transactions 63										
Invoice Transactions 63										
Invoice Transactions 63										
Fund 305 - Transportation Sales Tax										
Department 520 - Transportation										
Sub-Department 527 - Transportation Sales Tax										
Account 50140 - Engineering Services										
1233 - Crawford Murphy & Tilly Inc (CMT)	89-2022-0249	13-00215-20-BR; P2 Sect C 01/28/23-02/24/23	Paid by EFT # 78997		03/03/2023	03/23/2023	03/23/2023		04/10/2023	1,419.10
1059 - Christopher B. Burke Engineering, Ltd.	6-2022-1113	21-00544-00-CH; RandHighland.P1 1/29/23-2/25/23	Paid by EFT # 78965		03/14/2023	03/23/2023	03/23/2023		04/10/2023	27,297.93
3918 - Stantec Consulting Services Inc	2055011	21-00215-27-MS; LongmdwTollOnCal.P2 - 2/01/23-2/28/23	Paid by EFT # 79121		03/15/2023	03/23/2023	03/23/2023		04/10/2023	9,101.36
1648 - TranSystems Corporation	4040352-07	14-00275-01-PV; 140027501PV.P2 Bunker Rd Ext 1/28/23-2/24/23	Paid by EFT # 79138		03/03/2023	03/23/2023	03/23/2023		04/10/2023	4,519.45
1648 - TranSystems Corporation	4068936-10	21-00536-00-BR; SwanBigRockCreek.P2 10/29-3/24/23	Paid by EFT # 79487		03/31/2023	04/12/2023	04/12/2023		04/24/2023	3,056.56



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 305 - Transportation Sales Tax										
Department 520 - Transportation										
Sub-Department 527 - Transportation Sales Tax										
Account 50140 - Engineering Services										
1648 - TranSystems Corporation	4068935-08R	14-00275-01-PV; 140027501PV.P2 Bunker Rd Ext 2/25- 3/24/23	Paid by EFT # 79487		03/31/2023	04/12/2023	04/12/2023		04/24/2023	19,333.21
1059 - Christopher B. Burke Engineering, Ltd.	7-2022-1113	21-00544-00-CH; RandHighland.P1 02/26/23-03/25/23	Paid by EFT # 79236		04/04/2023	04/12/2023	04/12/2023		04/24/2023	11,770.11
1071 - HR GREEN Inc (formerly SEC GROUP Inc)	33-161551	19-00507-00-CH; FabyanIL31Improv; Feasi Study 01/01- 02/28/23	Paid by EFT # 79320		03/31/2023	04/12/2023	04/12/2023		04/24/2023	713.53
1017 - Alfred Benesch & Co	31/238044	14-00441-00-TL;HSIP- RndlBigTbrHuntly.P3; 1/01/23-1/31/23	Paid by EFT # 79181		02/28/2023	04/12/2023	04/12/2023		04/24/2023	2,200.88
1017 - Alfred Benesch & Co	30/233405	14-00441-00-TL;HSIP- RndlBigTbrHuntly.P3; 12/01/22-12/31/22	Paid by EFT # 79181		01/06/2023	04/12/2023	04/12/2023		04/24/2023	4,041.80
1082 - Burns & McDonnell Engineering Co	148925-5	19-00512-00-ES; I90Randall.P1 01/01- 02/28/23	Paid by EFT # 79221		02/27/2023	04/12/2023	04/12/2023		04/24/2023	178,563.95
Account 50140 - Engineering Services Totals									Invoice Transactions 11	\$262,017.88
Account 50150 - Contractual/Consulting Services										
1059 - Christopher B. Burke Engineering, Ltd.	3-2022-0498	19-00511-00-CH; RandHoppsRAISE.Cost BnfitAnlysis 5/1/22- 2/25/23	Paid by EFT # 78965		03/10/2023	03/23/2023	03/23/2023		04/10/2023	1,177.68
Account 50150 - Contractual/Consulting Services Totals									Invoice Transactions 1	\$1,177.68
Account 55010 - External Grants										
2514 - PACE Suburban Bus	616073	RIK Nov 2022- FED Ops 5310 Phase 17 & 18 JARC Phase 9 & 10	Paid by EFT # 79398		01/31/2023	04/06/2023	04/06/2023		04/24/2023	77,545.88
Account 55010 - External Grants Totals									Invoice Transactions 1	\$77,545.88
Sub-Department 527 - Transportation Sales Tax Totals									Invoice Transactions 13	\$340,741.44
Department 520 - Transportation Totals									Invoice Transactions 13	\$340,741.44
Fund 305 - Transportation Sales Tax Totals									Invoice Transactions 13	\$340,741.44



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 558 - North Impact Fees										
Department 520 - Transportation										
Sub-Department 558 - North Impact Fees										
Account 50140 - Engineering Services										
5244 - BLA Inc	22295-31	19-00514-00-WR; RandallwideIL72.P1; 12/01/22-2/28/23	Paid by EFT # 78952		02/28/2023	03/23/2023	03/23/2023		04/10/2023	13,197.85
Account 50140 - Engineering Services Totals							Invoice Transactions	1		<u>\$13,197.85</u>
Sub-Department 558 - North Impact Fees Totals							Invoice Transactions	1		<u>\$13,197.85</u>
Department 520 - Transportation Totals							Invoice Transactions	1		<u>\$13,197.85</u>
Fund 558 - North Impact Fees Totals							Invoice Transactions	1		<u>\$13,197.85</u>
Fund 560 - South Impact Fees										
Department 520 - Transportation										
Sub-Department 560 - South Impact Fees										
Account 50140 - Engineering Services										
1648 - TranSystems Corporation	4067146-34	15-00277-01-BR; DaubRt30Granart.P2 1/28/23-3/24/23	Paid by EFT # 79487		03/02/2023	04/12/2023	04/12/2023		04/24/2023	1,927.82
Account 50140 - Engineering Services Totals							Invoice Transactions	1		<u>\$1,927.82</u>
Sub-Department 560 - South Impact Fees Totals							Invoice Transactions	1		<u>\$1,927.82</u>
Department 520 - Transportation Totals							Invoice Transactions	1		<u>\$1,927.82</u>
Fund 560 - South Impact Fees Totals							Invoice Transactions	1		<u>\$1,927.82</u>
Grand Totals							Invoice Transactions	187		<u>\$911,133.78</u>

**Kane County Purchasing Card Information
Transportation Committee
April 2023 Statement**

TRANSPORTATION			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
3/14/2023	ZORO TOOLS INC	BUFFALO GROVE	(\$712.31)
3/31/2023	ZORO TOOLS INC	855-2899676	\$78.10
4/4/2023	AMAZON.COM HS7IW9JD1	AMZN.COM/BILL	\$25.72
4/4/2023	APWA - CHAPTERS	8165955279	\$20.00
4/4/2023	APWA - CHAPTERS	8165955279	\$20.00
4/5/2023	ZORO TOOLS INC	855-2899676	\$199.04
4/6/2023	AMZN MKTP US HS2QD8IE0	AMZN.COM/BILL	\$55.33
4/6/2023	APWA - CHAPTERS	8165955279	\$20.00
4/6/2023	APWA - CHAPTERS	8165955279	\$20.00
4/6/2023	ZORO TOOLS INC	855-2899676	\$71.91
4/7/2023	AMZN MKTP US HS5XE21L2	AMZN.COM/BILL	\$284.96
4/8/2023	COMCAST CHICAGO	800-COMCAST	\$29.54
4/11/2023	AMZN MKTP US HJ3K808E0	AMZN.COM/BILL	\$23.98
4/11/2023	AMZN MKTP US HJ5X57FF2	AMZN.COM/BILL	\$18.66
4/13/2023	AMZN MKTP US HJ5K665C1	AMZN.COM/BILL	\$51.03
4/14/2023	AMZN MKTP US HJ7GT3DW1	AMZN.COM/BILL	\$92.47
4/14/2023	AMZN MKTP US HV6Z88CN0	AMZN.COM/BILL	\$49.44
4/14/2023	PAYPAL ZORO.COM	8552899676	\$74.79
4/15/2023	AMZN MKTP US HJ4AL2UM1	AMZN.COM/BILL	\$35.98
4/16/2023	AMZN MKTP US HJ4TT9IU2	AMZN.COM/BILL	\$40.80
4/17/2023	EBAY O 06-09956-74437	SAN JOSE	\$380.00
4/17/2023	WATER QUALITY ASSN	LISLE	\$445.00
4/18/2023	AP GENERATOR PARTS	8475168882	\$89.23
4/18/2023	ESRI	REDLANDS	\$1,790.00
4/19/2023	ETRAILER CORPORATION	6368879300	\$310.24
4/19/2023	MEIJER # 182	877-363-4537	\$64.18
4/20/2023	AMZN MKTP US HV8Q17YG0	AMZN.COM/BILL	\$53.98
4/21/2023	AP GENERATOR PARTS	8475168882	(\$5.25)
4/21/2023	WASCO NURSERY & GARDEN	SAINT CHARLES	\$318.00
4/21/2023	WASCO NURSERY & GARDEN	SAINT CHARLES	\$10.99
4/22/2023	AMZN MKTP US HF2390ZY0	AMZN.COM/BILL	\$16.18

**Kane County Purchasing Card Information
Transportation Committee
April 2023 Statement**

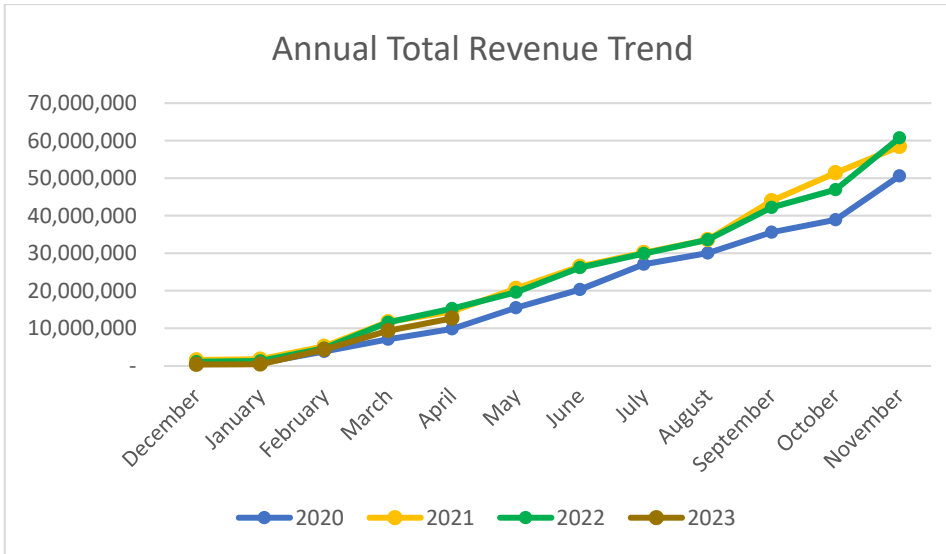
4/22/2023	AMZN MKTP US HV8ON49V2	AMZN.COM/BILL	\$28.56
4/22/2023	ETRAILER CORPORATION	6368879300	(\$20.30)
4/23/2023	AMZN MKTP US HF6OS5E60	AMZN.COM/BILL	\$191.47
4/25/2023	AMZN MKTP US HF6DY10H2	AMZN.COM/BILL	\$59.99
4/25/2023	EBAY O 14-09983-18773	SAN JOSE	\$149.99
4/25/2023	EBAY O 16-09983-54410	SAN JOSE	\$283.80
4/26/2023	AMZN MKTP US HF1K87RQ0	AMZN.COM/BILL	\$54.96
4/26/2023	AMZN MKTP US HF9DO26N1	AMZN.COM/BILL	\$107.99
4/26/2023	FULL SOURCE	8009750986	\$194.70
4/28/2023	AMAZON.COM HF6SX6UQ1	AMZN.COM/BILL	\$156.75
4/28/2023	AMZN MKTP US HF3CS57D2	AMZN.COM/BILL	\$45.96
4/28/2023	AMZN MKTP US HM9TW0L20	AMZN.COM/BILL	\$39.81
4/28/2023	LA QUINTA	EFFINGHAM	\$715.95
4/29/2023	COMCAST CHICAGO	800-COMCAST	\$179.90
4/29/2023	GOTOCOM GOTOMEETING	GOTO.COM	\$49.00
4/29/2023	TREETOP PRODUCTS CONSO	BATAVIA	\$1,052.19
5/1/2023	AMZN MKTP US JD1NY4PL3	AMZN.COM/BILL	\$164.94
5/1/2023	APWA - NATIONAL	KANSAS CITY	\$229.00
5/1/2023	APWA - PWX REGISTRATIO	KANSAS CITY	\$829.00
5/2/2023	AMZN MKTP US HM8JX6MF1	AMZN.COM/BILL	\$29.77
5/2/2023	WEB SHAWLOCAL	8669791053	\$99.99

Total: \$8,615.41

Total all: \$8,615.41

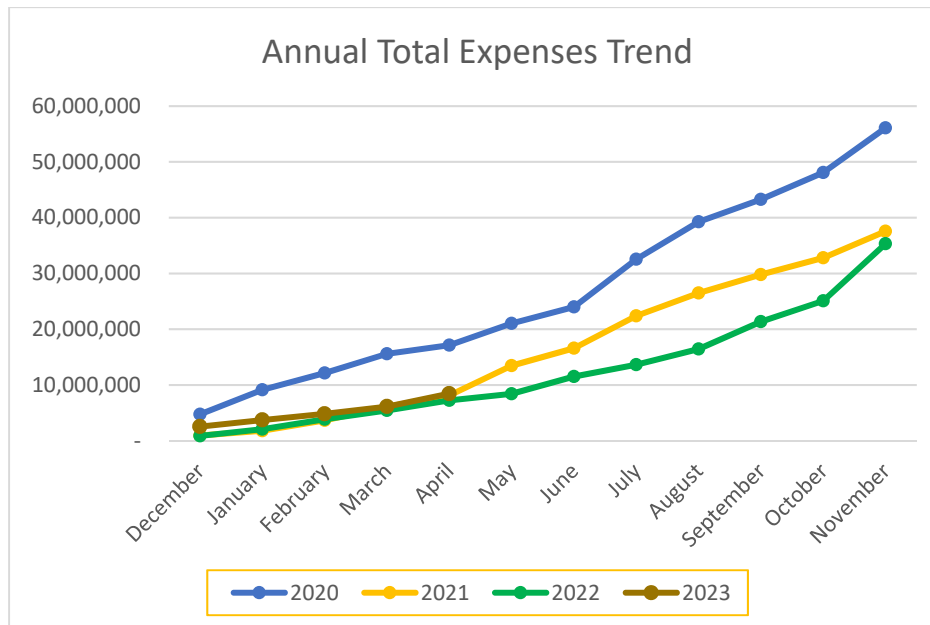
KANE COUNTY DIVISION OF TRANSPORTATION
Finance & Budget Department
Key Financial Indicators
Monthly Report – FY 2023 through April 30, 2023

- Total Revenue - \$12,652,373 representing 25.34% of FY 23 budgeted new revenues (\$49,926,059)



Budgeted "New" Revenues <i>in millions</i>	
2020	\$43.07
2021	\$46.00
2022	\$51.05
2023	\$49.93

- Total Expenses – \$8,436,590 representing 7.14 % of FY23 budgeted expenses (\$118,238,622)



Expense Budget <i>In millions</i>	
2020	\$90.86
2021	\$86.16
2022	\$106.39
2023	\$118.24

- Accounts Receivable – \$159,553; 19% over 30 days

Kane County Division of Transportation
Fund Status Report
as of April 30, 2023

	Beginning Fund						Contractual	Debt Service	Fund Balance	
	Balance	M-T-D Revenues	Y-T-D Revenues	M-T-D Expenses	Y-T-D Expenses	Fund Balance	Obligations	Obligations	Less Obligations	A/R
Special Revenue Funds										
300 - County Highway	\$ 10,214,668	\$ 3,292	\$ 243,384	\$ 423,094	\$ 2,338,956	\$ 8,119,096	\$ 4,026,118		\$ 4,092,978	\$ 65,494
301 - County Bridge	294,138	-	954	34,644	67,718	227,374	439,684		(212,310)	-
302 - Motor Fuel Tax	54,532,182	820,303	2,784,221	517,188	1,812,485	55,503,918	34,849,165		20,654,753	4,957
303 - County Highway Matching	383,590	-	583	-	81,850	302,323	-		302,323	
304 - Motor Fuel Local Option	11,367,317	787,012	2,412,107	253,678	831,218	12,948,206	14,771,041		(1,822,834)	52,085
Special Revenue Funds Subtotal:	76,791,895	1,610,608	5,441,249	1,228,604	5,132,226	77,100,917	54,086,008	-	23,014,909	122,537
Restricted Capital Funds										
305 - Transportation Sales Tax	\$ 53,549,259	\$ 1,335,392	\$ 4,897,322	\$ 1,070,118	\$ 3,143,681	\$ 55,302,899	\$ 65,189,205		\$ (9,886,306)	\$ 37,016 *
515 - Longmeadow Bond Constructi	581,088	-	-	-	-	581,088	-		581,088	
Toll Bridge Debt Service	-					-		\$ 43,262,394	(43,262,394)	
540 - Transportation Capital	227,254	-	286	3,061	3,061	224,479	248,301		(23,822)	-
Restricted Capital Funds Subtotal:	\$ 54,357,601	\$ 1,335,392	\$ 4,897,608	\$ 1,073,179	\$ 3,146,743	\$ 56,108,467	\$ 65,437,506	\$ 43,262,394	\$ (52,591,433)	\$ 37,016
Impact Fee Funds										
550 - Aurora Area Impact Fees	\$ 690,634	\$ -	\$ 874	\$ -	\$ -	\$ 691,508	\$ -		\$ 691,508	
551 - Campton Hills Impact Fees	37,913	-	48	-	-	37,961	-		37,961	
552 - Greater Elgin Impact Fees	178,470	-	591	-	130,016	49,045	25,923		23,122	
553 - Northwest Impact Fees	17,613	-	447	-	-	18,061	-		18,061	
554 - Southwest Impact Fees	83	-	1	-	-	84	-		84	
555 - Tri-Cities Impact Fees	43	-	0	-	-	43	-		43	-
556 - Upper Fox Impact Fees	34,013	-	433	-	-	34,447	37,641		(3,194)	
557 - West Central Impact Fees	38,852	-	47	-	-	38,899	-		38,899	
558 - North Impact Fees	5,352,508	67,354	1,102,636	-	13,198	6,441,947	4,083,461		2,358,486	
559 - Central Impact Fees	3,016,004	29,557	412,081	-	8,777	3,419,309	1,884		3,417,425	-
560 - South Impact Fees	4,549,043	275,377	796,357	1,928	5,631	5,339,769	5,084,749		255,020	-
Impact Fee Funds Subtotal:	\$ 13,915,177	\$ 372,288	\$ 2,313,517	\$ 1,928	\$ 157,621	\$ 16,071,073	\$ 9,233,658	\$ -	\$ 6,837,415	\$ -
Grand Total:	\$ 145,064,673	\$ 3,318,287	\$ 12,652,373	\$ 2,303,711	\$ 8,436,590	\$ 149,280,457	\$ 128,757,172	\$ 43,262,394	\$ (22,739,109)	\$ 159,553

*The Fund Balance Less Obligations is a negative \$9.8 million for two reasons: 1) Longmeadow C-2a Soil Remediation project - The original contractor's work has been cancelled but the associated Purchase Order (P.O.) remains open with a balance of \$17 million of which the County is expected to owe only approximately \$1 million. The new contractor's Purchase Order has a balance of \$14 million. 2) Dauberman Road Extension - the construction P.O. with IDOT is \$15.5 million. The County must pay IDOT first and then request reimbursement of up to \$7.5 million in Grade Protection Crossing Funds.

Kane County Division of Transportation
Open Purchase Orders
April 30, 2023

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
2021 On-Call Design Engineering Assistance (21-00537-00-ES)	2021-00002579	BLA Inc	304 - Motor Fuel Local Option	850,000	274,015	575,985
ADA Ramp Improvements 2022 (21-00545-00-GM)	2023-00000636	A Lamp Concrete Contractors Inc	305 - Transportation Sales Tax	588,424	75,866	512,558
Anderson Road from IL38 to Keslinger Road (01-00274-00-BR)	2013-00002425	State of IL Treasurer-IDOT	302 - Motor Fuel Tax	5,554,500	3,551,479	2,003,021
Bicycle and Pedestrian Plan Update (22-00546-00-BT)	2022-00000989	A. Epstein & Sons International, Inc.	305 - Transportation Sales Tax	212,309	88,959	123,350
Bliss Road over Lake Run (16-00474-00-BR)	2020-00001289	Clark Dietz Inc	305 - Transportation Sales Tax	168,707	108,358	60,349
	2020-00001295	Copenhaver Construction Inc.	305 - Transportation Sales Tax	800,936	632,792	168,143
Bliss/Fabyan/Main (14-00288-01-PV)	2018-00001369	Baxter & Woodman Inc	305 - Transportation Sales Tax	896,310	888,840	7,470
	2022-00000680	V3 Companies, Ltd	302 - Motor Fuel Tax	1,298,177	147,329	1,150,848
	2022-00000971	Martam Construction Inc	302 - Motor Fuel Tax	11,899,396	772,984	11,126,411
Bunker Road from Keslinger Road to La Fox Road (14-00275-01-PV)	2020-00001830	Union Pacific Railroad Company	305 - Transportation Sales Tax	50,000	2,345	47,655
	2022-00000972	Transystems Corporation	305 - Transportation Sales Tax	377,749	58,674	319,075
Burlington Road over Ferson Creek (20-00498-01-BR)	2021-00000815	MYS Incorporated	304 - Motor Fuel Local Option	70,028	-	70,028
Comprehensive Generator Replacement Services (20-00528-00-MG)	2020-00001302	Baxter & Woodman Inc	300 - County Highway	80,000	66,556	13,444
	2021-00002216	Morse Electric, Inc.	300 - County Highway	314,501	199,098	115,403
Dauberman Meredith Realignment	2020-00001831	Crawford Murphy & Tilly Inc (CMT)	305 - Transportation Sales Tax	657,155	237,680	419,475
Dauberman Road Extension – US 30 to Granart Rd (15-00277-01-BR)	2018-00001371	Transystems Corporation	560 - South Impact Fees	39,663	21,159	18,504
	2022-00000805	ComEd	305 - Transportation Sales Tax	202,625	151,969	50,656
	2022-00001259	Wight & Company	305 - Transportation Sales Tax	2,099,953	-	2,099,953
	2023-00000488	State of IL Treasurer-IDOT	560 - South Impact Fees	4,000,000	-	4,000,000
	2023-00000488	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	11,571,764	-	11,571,764
	2023-00000777	BNSF Railway Company	305 - Transportation Sales Tax	538,796	-	538,796
Dauberman Road Extension Plan Review Services (21-00534-00-EG)	2021-00002277	Hampton Lenzini & Renwick, Inc. (HLR)	305 - Transportation Sales Tax	29,519	20,655	8,863
Dunham Road NB over CC&P Railroad (20-00498-01-BR)	2021-00000815	MYS Incorporated	304 - Motor Fuel Local Option	53,906	-	53,906
	2021-00000815	MYS Incorporated	304 - Motor Fuel Local Option	60,529	59,339	1,190
Engineering Assistance	2019-00000526	BLA Inc	300 - County Highway	750,000	731,971	18,029
	2020-00000091	V3 Companies, Ltd	300 - County Highway	100,000	28,181	71,819
	2020-00001590	Huff & Huff, Inc.	300 - County Highway	150,000	112,286	37,714
	2020-00001590	Huff & Huff, Inc.	300 - County Highway	1,039,443	219,721	819,722
	2021-00001193	State Materials Engineering LLC	300 - County Highway	450,000	205,320	244,680
	2021-00001313	Hampton Lenzini & Renwick, Inc. (HLR)	300 - County Highway	300,000	15,335	284,665
	2021-00001314	Christopher B. Burke Engineering, Ltd.	300 - County Highway	300,000	225,299	74,701
Fabyan Parkway at IL 31 (18-00493-00-SP)	2021-00000352	Fehr Graham & Associates LLC	305 - Transportation Sales Tax	49,363	48,907	456
	2021-00001318	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	195,035	111,106	83,929
Fabyan Parkway at Kirk Road (11-00201-04-CH)	2018-00001952	CIORBA Group Inc	305 - Transportation Sales Tax	839,981	836,364	3,618
	2019-00000528	State of IL Treasurer-IDOT	560 - South Impact Fees	2,015,000	1,204,721	810,279
Fabyan Parkway at Route 31 (19-00507-00-CH)	2019-00001670	HR GREEN Inc (formerly SEC GROUP Inc)	305 - Transportation Sales Tax	467,867	368,693	99,174
Fabyan Parkway at Settler's Hill Kingsland Dr (21-00373-01-CH)	2023-00000579	Peralte-Clark, LLC	305 - Transportation Sales Tax	788,236	1,466	786,770
Fabyan Parkway Bridge Embankment Grading Improv (21-00529-00-BR)	2023-00000168	Martam Construction Inc	305 - Transportation Sales Tax	167,512	-	167,512
Galligan from Freeman to Binnie (21-00532-00-CH)	2021-00002290	Baxter & Woodman Inc	305 - Transportation Sales Tax	608,399	162,768	445,631
GIS Technologies	2022-00000514	GIS Solutions Inc	300 - County Highway	139,004	26,979	112,025
Guardrail (21-00543-00-GR)	2023-00000689	Northern Contracting, Inc.	304 - Motor Fuel Local Option	777,928	-	777,928
Harmony Rd ovr Trib to Hamp Crk (17-00481-00-BR)(20-00437-01-BR)	2023-00000640	Martam Construction Inc	305 - Transportation Sales Tax	632,813	-	632,813
	2020-00001428	Berger Excavating Contractors Inc	305 - Transportation Sales Tax	1,029,613	-	1,029,613
	2023-00000640	Martam Construction Inc	305 - Transportation Sales Tax	632,813	-	632,813
Harter Rd Main to Lovell Drainage (22-00547-00-DR)	2023-00000642	Performance Construction and Engineering	305 - Transportation Sales Tax	246,296	-	246,296
Impact Fee Program	2020-00001596	Kimley-Horn & Associates, Inc.	300 - County Highway	255,065	217,030	38,034
Kirk Road IL56 to Cherry Lane (16-00477-00-SP)	2019-00000529	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	199,573	98,835	100,738
Kirk Road Over Union Pacific RR (12-00192-04-BR)	2020-00002250	Union Pacific Railroad Company	302 - Motor Fuel Tax	120,000	5,551	114,449
	2021-00001316	BLA Inc	302 - Motor Fuel Tax	1,755,693	1,080,666	675,027
Longmeadow Lobbyist - Dan Shomon Incorporated	2023-00000564	Dan Shomon Inc.	305 - Transportation Sales Tax	23,000	-	23,000
Longmeadow Pkwy - Debt Collection - Duncan (21-00215-26-MS)	2022-00000264	Duncan Solutions Inc dba Professional Acct Mgt	305 - Transportation Sales Tax	200,000	-	200,000
Longmeadow Pkwy (B-2)-East of White Chapel to 31(16-00215-11-PV)	2017-00002907	Civiltech Engineering, Inc.	305 - Transportation Sales Tax	358,742	356,406	2,336
	2018-00000273	State of IL Treasurer-IDOT	556 - Upper Fox Impact Fees	37,641	-	37,641
	2018-00000273	State of IL Treasurer-IDOT	558 - North Impact Fees	75,282	-	75,282
	2018-00000273	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	6,768,197	6,017,228	750,969
	2018-00000273	State of IL Treasurer-IDOT	302 - Motor Fuel Tax	1,694,379	-	1,694,379
Longmeadow Pkwy (C-1) Bridge (13-00215-20-BR)	2022-00000249	Crawford Murphy & Tilly Inc (CMT)	305 - Transportation Sales Tax	350,873	311,862	39,011
Longmeadow Pkwy (C-2) - Sandbloom to Route 25 (18-00215-21-BR)	2020-00000664	Alfred Benesch & Co	305 - Transportation Sales Tax	2,091,342	1,083,519	1,007,823

Kane County Division of Transportation
Open Purchase Orders
April 30, 2023

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
	2020-00001123	State of IL Treasurer-IDOT	552 - Greater Elgin Impact Fees	410,000	384,077	25,923
	2020-00001123	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	8,329,500	-	8,329,500
	2020-00001123	State of IL Treasurer-IDOT	302 - Motor Fuel Tax	9,165,304	173,576	8,991,728
Longmeadow Pkwy (C-2a) Soil Remediation (21-00215-28-CH)	2023-00000540	Southwind Industries dba Bluff City Materials, Inc	558 - North Impact Fees	4,000,000	-	4,000,000
	2023-00000540	Southwind Industries dba Bluff City Materials, Inc	305 - Transportation Sales Tax	9,946,609	-	9,946,609
Longmeadow Pkwy (C-3) - Route 25 Improvements (18-00215-22-CH)	2018-00001926	Clark Dietz Inc	540 - Transportation Capital	599,820	582,336	17,484
	2019-00000164	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	560,000	38,816	521,184
Longmeadow Pkwy (C-4) - Stantec (19-00215-23-MS)(21-00215-27-MS)	2021-00002289	Stantec Consulting Services Inc	305 - Transportation Sales Tax	600,000	347,402	252,598
Longmeadow Pkwy (C-4) - Toll Facility ETC (BOS) (17-00215-22-MS)	2020-00002490	Electronic Transaction Consultants LLC	305 - Transportation Sales Tax	7,778,497	486,073	7,292,425
Longmeadow Pkwy (C-4) - TollFacility A-to-Be TCS (17-00215-22-MS)	2020-00002005	A-to-Be USA, LLC	305 - Transportation Sales Tax	4,664,416	592,481	4,071,935
Longmeadow Pkwy (C-4) - Tolling Facility Equip (20-00215-26-SG)	2021-00000692	Aldridge Electric Inc	305 - Transportation Sales Tax	1,300,203	941,431	358,772
Longmeadow Pkwy (D) - IL 25 to IL 62 (13-00215-30-PV)	2016-00002118	Alfred Benesch & Co	305 - Transportation Sales Tax	837,563	831,721	5,843
	2018-00000274	State of IL Treasurer-IDOT	302 - Motor Fuel Tax	1,917,200	28,069	1,889,131
Longmeadow Pkwy E-ZPass Membership (17-00215-22-MS)	2020-00002090	Pennsylvania Turnpike Comm (E-Z Pass Interag	305 - Transportation Sales Tax	55,000	51,250	3,750
Longmeadow Pkwy Stormwater Assistance (13-00215-00-PV)	2020-00002066	Hampton Lenzini & Renwick, Inc. (HLR)	305 - Transportation Sales Tax	29,160	13,649	15,511
Main Street Over Blackberry Creek at IL 47 (08-00385-00-BR)	2019-00000525	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	408,644	225,938	182,706
Maintenance and Supplies	2021-00001097	Cartegraph Systems, Inc.	300 - County Highway	179,149	117,659	61,490
	2021-00001643	Byrne Software Technologies Inc	300 - County Highway	216,957	181,905	35,052
	2021-00001701	Toshiba America Business Solutions Inc	300 - County Highway	1,015	133	882
	2021-00001959	Holcim-Mamr, Inc.	304 - Motor Fuel Local Option	2,770	1,264	1,506
	2021-00002422	Heavy Equipment Services Inc dba Helm Truck a	300 - County Highway	1,468	110	1,358
	2022-00000069	Rush Truck Centers of Illinois, Inc.	300 - County Highway	66,000	-	66,000
	2022-00000070	Rush Truck Centers of Illinois, Inc.	300 - County Highway	73,000	-	73,000
	2022-00000350	Henderson Products Inc	300 - County Highway	114,048	-	114,048
	2022-00000351	Henderson Products Inc	300 - County Highway	140,895	-	140,895
	2022-00000567	Paymentus Corporation	300 - County Highway	7,500	-	7,500
	2022-00001006	K&K Image Technology, Inc.	300 - County Highway	1,413	1,123	290
	2023-00000006	Curran Contracting Company	304 - Motor Fuel Local Option	5,600	2,765	2,835
	2023-00000007	Petroleum Traders Corporation	300 - County Highway	292,000	113,788	178,212
	2023-00000008	Alarm Detection Systems, Inc.	300 - County Highway	10,500	7,603	2,897
	2023-00000009	Jaeger	300 - County Highway	48,000	20,000	28,000
	2023-00000010	Urban Elevator Service LLC	300 - County Highway	4,245	1,498	2,747
	2023-00000016	Cargill, Incorporated dba Salt, Road Safety	304 - Motor Fuel Local Option	949,460	456,577	492,883
	2023-00000026	Century Springs/Ove Water Services	300 - County Highway	2,250	967	1,283
	2023-00000028	Priority Products, Inc.	304 - Motor Fuel Local Option	22,000	9,852	12,148
	2023-00000029	Elburn NAPA Inc (North Aurora)	304 - Motor Fuel Local Option	40,000	15,334	24,666
	2023-00000030	Elburn NAPA Inc (North Aurora)	304 - Motor Fuel Local Option	12,000	3,836	8,164
	2023-00000034	Priority Products, Inc.	300 - County Highway	2,000	449	1,551
	2023-00000036	Cintas Corporation	300 - County Highway	5,600	1,466	4,134
	2023-00000037	Cintas Corporation	304 - Motor Fuel Local Option	17,000	6,630	10,370
	2023-00000038	Waste Management of Illinois - West	300 - County Highway	5,600	3,728	1,872
	2023-00000049	Peterson Cleaning, Inc. (PCI Services, Inc.)	300 - County Highway	26,400	15,678	10,722
	2023-00000064	Battery Service Corporation	304 - Motor Fuel Local Option	8,000	315	7,685
	2023-00000068	Diglet LLC	300 - County Highway	2,600	902	1,698
	2023-00000125	Impact Networking, LLC	300 - County Highway	500	141	359
	2023-00000127	Toshiba America Business Solutions Inc	300 - County Highway	300	20	280
	2023-00000128	Impact Networking, LLC	300 - County Highway	1,000	234	766
	2023-00000140	K&K Image Technology, Inc.	300 - County Highway	1,500	-	1,500
	2023-00000142	PetroChoice Holdings Inc	304 - Motor Fuel Local Option	16,500	2,704	13,796
	2023-00000143	Pomps Tire Service Inc	304 - Motor Fuel Local Option	20,000	15,916	4,084
	2023-00000144	DTN LLC	304 - Motor Fuel Local Option	3,500	1,284	2,216
	2023-00000145	Toshiba America Business Solutions Inc	300 - County Highway	3,000	516	2,484
	2023-00000182	72 Hour LLC dba National Auto Fleet Group	300 - County Highway	102,170	-	102,170
	2023-00000183	72 Hour LLC dba National Auto Fleet Group	300 - County Highway	102,710	-	102,710
	2023-00000229	Warehouse Direct, Inc.	300 - County Highway	4,500	898	3,602
	2023-00000337	Waste Management of Illinois - West	300 - County Highway	12,000	-	12,000
	2023-00000387	Gasaway Distributors Inc	300 - County Highway	88	-	88
	2023-00000418	Rush Hour Holdco, LLC dba Valtir, LLC	304 - Motor Fuel Local Option	550	-	550

Kane County Division of Transportation
Open Purchase Orders
April 30, 2023

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
	2023-00000418	Rush Hour Holdco, LLC dba Valtir, LLC	304 - Motor Fuel Local Option	14,525	-	14,525
	2023-00000565	Noland Sales Corp.	300 - County Highway	6,105	-	6,105
	2023-00000575	AGSCO Corporation	304 - Motor Fuel Local Option	28,744	-	28,744
	2023-00000578	National Technology Transfer Inc	300 - County Highway	3,390	-	3,390
	2023-00000590	Hi-Line Utility Supply Co. LLC	300 - County Highway	276	-	276
	2023-00000678	Chicago Metropolitan Agency for Planning (CMAA)	300 - County Highway	100,000	-	100,000
	2023-00000711	Holcim-Mamr, Inc.	300 - County Highway	16,710	-	16,710
	2023-00000712	Ratliff Landscaping Inc	300 - County Highway	5,500	713	4,787
	2023-00000748	Prime Tack & Seal Co (PTS)	304 - Motor Fuel Local Option	10,400	-	10,400
	2023-00000750	Fox Valley Fire & Safety Co	300 - County Highway	850	-	850
	2023-00000776	Thomas Interior Systems, Inc	300 - County Highway	70,000	31,236	38,764
	2023-00000796	Preventative Maintenance Systems	300 - County Highway	1,300	-	1,300
	2023-00000797	SnoDepot	304 - Motor Fuel Local Option	2,206	-	2,206
	2023-00000799	Ferguson US Holdings dba Ferguson Enterprises	304 - Motor Fuel Local Option	3,068	-	3,068
	2023-00000807	Stenstrom Protanic, LLC dba Protanic	300 - County Highway	2,085	-	2,085
	2023-00000845	Fox Valley Fire & Safety Co	300 - County Highway	775	-	775
Montgomery Rd Virgil Gilman HSIP(20-00524-01-SP)(19-00524-00-SP)	2020-00001594	Kimley-Horn & Associates, Inc.	302 - Motor Fuel Tax	250,633	111,706	138,927
	2022-00001647	State of IL Treasurer-IDOT	302 - Motor Fuel Tax	24,326	-	24,326
Network Operations & Management (NOM)	2022-00001594	TranSmart, LLC	300 - County Highway	465,000	118,410	346,590
On-Call Land Title Insurance Services (22-00556-00-LA)	2023-00000390	Chicago Title Insurance Company	300 - County Highway	150,000	-	150,000
Orchard from Jericho to US30 HSIP (18-00493-00-SP)	2021-00000352	Fehr Graham & Associates LLC	305 - Transportation Sales Tax	49,781	49,427	355
	2021-00001318	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	141,903	124,451	17,451
Orchard Road US30 Intersection Improvements (17-00488-00-CH)	2022-00000383	State of IL Treasurer-IDOT	302 - Motor Fuel Tax	2,286,548	420,743	1,865,806
Pavement Management System	2023-00000389	Applied Pavement Technology Inc	305 - Transportation Sales Tax	377,416	3,070	374,346
Pavement Resurfacing	2022-00001111	Geneva Construction Company	304 - Motor Fuel Local Option	2,912,196	1,364,794	1,547,402
	2023-00000774	Builders Paving, LLC	302 - Motor Fuel Tax	4,500,000	-	4,500,000
	2023-00000774	Builders Paving, LLC	304 - Motor Fuel Local Option	5,300,000	-	5,300,000
	2023-00000775	Corrective Asphalt Materials, LLC (CAM)	304 - Motor Fuel Local Option	519,055	-	519,055
Plank Road County Line Rd to Engel Road HSIP (22-00553-00-SP)	2023-00000507	Kimley-Horn & Associates, Inc.	305 - Transportation Sales Tax	629,847	-	629,847
Plank Road HSIP Romke to Brier Hill (21-00540-00-SP)	2022-00000261	Kimley-Horn & Associates, Inc.	305 - Transportation Sales Tax	807,722	226,676	581,046
Randall Road and Highland Intersection (21-00544-00-CH)	2022-00001113	Christopher B. Burke Engineering, Ltd.	305 - Transportation Sales Tax	1,317,046	189,219	1,127,827
Randall Road and Hopps Intersection Realignment (19-00511-00-CH)	2019-00002221	Christopher B. Burke Engineering, Ltd.	302 - Motor Fuel Tax	1,092,144	1,078,995	13,149
Randall Road and Hopps RAISE Funding Application(19-00511-00-CH)	2022-00000498	Christopher B. Burke Engineering, Ltd.	305 - Transportation Sales Tax	19,939	18,879	1,060
Randall Road and Weld US20 Ramp (14-00446-00-CH)	2019-00000965	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	1,887,179	1,042,603	844,576
Randall Road at Alft Lane w/Elgin (22-00555-00-CH)	2021-00001053	Hampton Lenzini & Renwick, Inc. (HLR)	305 - Transportation Sales Tax	24,000	7,804	16,196
	2022-00001827	City of Elgin	305 - Transportation Sales Tax	670,499	-	670,499
Randall Road at I90 Interchange Improvement (19-00512-00-ES)	2019-00001780	Burns & McDonnell Engineering Co	305 - Transportation Sales Tax	660,663	610,900	49,763
	2022-00001112	Burns & McDonnell Engineering Co	305 - Transportation Sales Tax	3,248,174	487,583	2,760,591
Randall Road at IL 72 (19-00514-00-WR)	2019-00001947	BLA Inc	558 - North Impact Fees	508,968	500,789	8,179
	2023-00000677	BLA Inc	302 - Motor Fuel Tax	661,963	-	661,963
Randall Road from Huntley Road to Big Timber Rd (14-00441-00-TL)	2018-00001846	Alfred Benesch & Co	305 - Transportation Sales Tax	609,100	573,051	36,049
	2019-00000167	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	1,887,532	1,081,711	805,821
Randall Road Multi-Modal Corridor Study (21-00539-00-TD)	2022-00000385	Alfred Benesch & Co	540 - Transportation Capital	75,091	64,314	10,777
	2022-00001835	Alfred Benesch & Co	305 - Transportation Sales Tax	1,252,110	-	1,252,110
Recessed Reflective Pavement Marker HSIP (22-00557-00-SP)	2023-00000507	Kimley-Horn & Associates, Inc.	305 - Transportation Sales Tax	84,400	-	84,400
Ride in Kane	2023-00000530	PACE Suburban Bus	305 - Transportation Sales Tax	300,000	-	300,000
Silver Glen Over Otter Creek Branch (16-00115-02-BR)	2019-00000523	WBK Engineering, LLC	305 - Transportation Sales Tax	357,310	325,614	31,696
Stage 2 - HSIP - Orchard Randl Fabyan Hughes (12-00424-00-SP)	2019-00001090	State of IL Treasurer-IDOT	540 - Transportation Capital	1,333,619	1,113,579	220,040
	2019-00001090	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	1,554,266	-	1,554,266
Stearns Road AMP Embankment (21-00214-29-LS)	2022-00000990	Martam Construction Inc	304 - Motor Fuel Local Option	473,521	431,704	41,817
Stearns Road at Randall Road (14-00214-28-CH)	2019-00000519	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	572,949	90,851	482,099
	2019-00000521	Stanley Consultants, Inc.	559 - Central Impact Fees	471,251	469,368	1,884
Stearns Road over Fox River Maintenance (20-00498-01-BR)	2021-00000815	MYS Incorporated	304 - Motor Fuel Local Option	135,677	-	135,677
Structural Services - 2017 (17-00481-00-BR)	2020-00001143	SPAAN Tech, Inc.	305 - Transportation Sales Tax	137,450	-	137,450
Structural Services - 2020 (19-00523-00-BR)	2020-00001157	Michael Baker International Inc	304 - Motor Fuel Local Option	337,816	320,892	16,924
Structure Inspections - 2021 (20-00528-00-EG)	2021-00000090	Hampton Lenzini & Renwick, Inc. (HLR)	301 - County Bridge	415,000	339,144	75,856
Structure Inspections - 2022 (21-00541-00-EG)	2022-00000262	HR GREEN Inc (formerly SEC GROUP Inc)	301 - County Bridge	436,231	404,267	31,964
Structure Inspections - 2023 (22-00559-00-EG)	2023-00000404	HR GREEN Inc (formerly SEC GROUP Inc)	301 - County Bridge	366,508	34,644	331,864

Kane County Division of Transportation
Open Purchase Orders
April 30, 2023

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
Sugar Grove Bliss at IL47 Intersection (13-00026-00-CH)	2019-00001949	Village of Sugar Grove	305 - Transportation Sales Tax	163,474	100,291	63,182
Swan Rd ovr Trib to E Branch of Big Rock Creek (21-00536-00-BR)	2021-00002219	Transsystems Corporation	305 - Transportation Sales Tax	245,117	234,576	10,541
	2022-00001163	Herlihy Mid-Continent Company	305 - Transportation Sales Tax	1,066,597	870,005	196,592
Traffic Engineering Assistance	2021-00001568	Thomas Engineering Group, LLC	304 - Motor Fuel Local Option	400,000	186,680	213,320
Traffic Signal & Light Maintenance	2022-00001663	H&H Electric Co.	304 - Motor Fuel Local Option	5,131,287	253,324	4,877,963
Traffic Signal Operation Management Services (TSOM)	2021-00002581	Iteris, Inc.	300 - County Highway	850,000	357,158	492,842
Wenmoth Road at Fabyan Parkway (NEW)	2020-00000091	V3 Companies, Ltd	560 - South Impact Fees	135,550		135,550
	2020-00000091	V3 Companies, Ltd	300 - County Highway	41,984	-	41,984
Wenmoth Road at Main Street Road (NEW)	2020-00000091	V3 Companies, Ltd	560 - South Impact Fees	120,416		120,416
	2020-00000091	V3 Companies, Ltd	300 - County Highway	29,834	-	29,834
Total				168,906,767	40,149,596	128,757,172

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

REPORT NO. TMP-23-650

MAINTENANCE REPORT

KANE COUNTY DIVISION OF TRANSPORTATION

Maintenance Department Monthly Report – May 16, 2023

Maintenance Activities

Transitioning to summer activities and preparing equipment.

Mowing of the County highway right-of-way will begin around late May to early June, and will take approximately 5 weeks. Mowing is done twice a year with actual start dates based on grass growing conditions. For the North and South crews, the first mowing will have two rounds – 1st round is mowing one pass on each side of the road. For 2nd round, we will mow the rest of the R.O.W. This will allow us to mow for the highest priority much faster – sight distance. East crew will mow on one side of the road as they make their complete round. The second mowing will take place based on when needed, usually around the start of September. There are three crews (North, South and East), each crew will have two mowers and one trimmer. We will also have the ability to add a fourth mowing crew if the need arises.

Miscellaneous roadway repair

- Culvert repair and replacement
- Various ditching projects and other drainage enhancements
- Street sweeping

Attachments: None

Detailed information available from: Bill Edwards, Maintenance Supervisor
630-584-1170





RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Adopt-A-Highway Applicants

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

Pursuant to Kane County Board Ordinance No. 13-267 (Kane County Adopt-A-Highway Program), staff requests consideration of the attached resolution which approves the following Adopt-A-Highway applicant(s).

NEW APPLICANT:

1. Allison Brown
Dunham Road from Army Trail Road to Stearns Road
2.00 Miles – Both Sides
2. Taylor Family
Bowes Road from McLean Boulevard to Annandale Drive
0.50 Mile – Both Sides

RENEWAL:

1. AM King
Fabyan Parkway from Kingsland Drive to Paramount Parkway
0.75 Mile – South Side

EXHIBIT A

<u>Applicants (NEW)</u>	<u>Road</u>	<u>Distance</u>
Allison Brown	Dunham Road from Army Trail Road to Stearns Road	2 Miles (both sides)
Taylor Family	Bowes Road from McLean Boulevard to Annandale Drive	.5 Mile (both sides)

<u>Applicants (RENEWAL)</u>	<u>Road</u>	<u>Distance</u>
AM King	Fabyan Parkway from Kingsland Drive to Paramount Parkway	.75 Mile (South side)



Taylor Family
Bowes Road from
McLean Boulevard to
Annandale Drive
.5 Mile
(both sides)

Allison Brown
Dunham Road from
Army Trail Road to
Stearns Road
2 Miles
(both sides)

AM King
Fabyan Parkway from
Kingsland Drive to
Paramount Parkway
.75 Mile
(South side)
RENEWAL

— Half Route
— Full Route
— KDOT Jurisdiction

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Adopt-A-Highway Map May 16, 2023

0 3,100 6,200 12,400 18,600 24,800
Feet
0 1 2
Miles

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STATE OF ILLINOIS)
COUNTY OF KANE) SS.

REPORT NO. TMP-23-652
PLANNING & PROGRAMMING REPORT

KANE COUNTY DIVISION OF TRANSPORTATION

Planning & Programming Department Monthly Report – May 16, 2023

Kane Kendall Council of Mayors Newsletter

The May/June edition of the Kane Kendall Council of Mayors newsletter is available and includes information about funding opportunities, the Fox Valley Bike Share, and CMAP news. Friday, May 19 is the last day to provide comments on the draft Bicycle and Pedestrian Plan. Staff held a workshop during the KKCOM Bicycle and Pedestrian Committee meeting earlier this month and received valuable feedback on the draft plan from the attendees.

Ride in Kane Program

As of early May, there are 47 registered riders with Ride in Kane under Kane County sponsorship. Staff is working with the Veterans Assistance Commission to launch the expansion of the program to include rides to VA clinics for Kane County veterans enrolled in the Veterans Health Care program or who receive services from VA clinics. This is possible through Kane County ARPA funding. Staff is also working with sponsors to allow low-income riders taking work-related trips to ride for free, another expansion of the program that will use ARPA funding.

Kane County Impact Fee Program

The attached monthly report shows total fees collected as of April 30, 2023. Staff has been working with the residential developer, Meritus, and they have agreed to pay their outstanding impact fee assessments.

Attachments: Kane Kendall Council of Mayors Newsletter, Impact Fee Monthly Report

Detailed information available from: Jackie Forbes, Chief of Planning & Programming
630-444-3142

ROADWAY IMPACT FEE COLLECTIONS BY FISCAL YEAR as of April 30, 2023*

Service Area	FY04 - FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	TOTAL
Aurora Area	\$2,378,198.00	\$173,550.00	\$30,412.00	\$59,765.00	\$37,574.00	\$20,589.00	\$12,352.00	-\$2.00	\$4,571.00	\$874.00	\$2,717,883.00
Campton Hills	\$2,784,300.00	\$118,430.00	\$76,285.00	\$36,832.00	\$13,732.00	\$26,222.00	\$9,533.00	-\$112.00	\$7,890.00	\$48.00	\$3,073,160.00
Greater Elgin***	\$4,494,419.00	\$52,328.00	\$175,443.00	\$139,025.00	\$43,909.00	\$17,371.00	\$9,839.00	\$24.00	\$1,258.00	\$591.00	\$4,934,207.00
Northwest**	\$2,371,412.00	\$45,140.00	\$36,959.00	\$39,305.00	\$18,396.00	\$9,506.00	\$15,711.00	\$11.00	\$1,465.00	\$447.00	\$2,538,352.00
Southwest	\$1,879,442.00	\$67,030.00	\$46,274.00	\$94,048.00	\$52,762.00	\$16,067.00	\$4,665.00	\$38.00	\$337.00	\$1.00	\$2,160,664.00
Tri-Cities	\$6,187,328.00	\$183,784.00	\$282,757.00	\$89,693.00	\$36,737.00	\$35,928.00	\$7,616.00	\$7.00	\$11,295.00	\$1.00	\$6,835,146.00
Upper Fox**	\$2,349,904.00	\$491,414.00	\$61,912.00	\$55,483.00	\$38,632.00	\$17,453.00	\$8,756.00	\$0.00	\$3,748.00	\$433.00	\$3,027,735.00
West Central	\$321,784.00	\$7,674.00	\$11,353.00	\$19,698.00	\$6,565.00	\$1,952.00	\$2,470.00	\$5.00	\$88.00	\$47.00	\$371,636.00
North	\$2,108,029.00	\$716,573.00	\$1,377,605.00	\$750,517.00	\$938,980.00	\$1,675,497.00	\$595,711.00	\$3,146,879.00	\$2,251,894.00	\$1,102,636.00	\$14,664,321.00
Central	\$1,098,613.00	\$208,041.00	\$598,405.00	\$824,069.00	\$656,606.00	\$495,653.00	\$319,264.00	\$454,322.00	\$668,379.00	\$412,081.00	\$5,735,433.00
South	\$2,107,568.00	\$534,679.00	\$1,017,597.00	\$253,639.00	\$456,825.00	\$852,133.00	\$264,106.00	\$702,790.00	\$1,247,163.00	\$796,357.00	\$8,232,857.00
Grand Total	\$28,080,997.00	\$2,598,643.00	\$3,715,002.00	\$2,362,074.00	\$2,300,718.00	\$3,168,371.00	\$1,250,023.00	\$4,303,962.00	\$4,198,088.00	\$2,313,516.00	\$51,977,878.00

* Includes any late fees; County fiscal year begins December 1st of every year

** Includes prepayments

*** Includes refunds

Newsletter



In this Issue

- 1 FUNDING UPDATES
SAVE THE DATE
- 2 KANE COUNTY BIKE/PED UPDATE
KANE COUNTY BIKE SHARE
PROGRAM & IDOT UPDATES
- 3 CMAP NEWS
- 4 KKCOM COUNCIL INFORMATION
KKCOM STAFF
KKCOM CONTACT INFORMATION

FUNDING UPDATES

2023-2024 Federal Charging and Fueling Infrastructure Discretionary Grant

The U.S. DOT published a [Notice of Funding Opportunity \(NOFO\)](#) as part of the [BIL](#). The [Charging and Fueling Infrastructure Discretionary Grant Program \(CFI Program\)](#) investments will make modern and sustainable infrastructure accessible to all drivers of electric, hydrogen, propane, and natural gas vehicles. This program provides two funding categories of grants: (1) Community Charging and Fueling Grants (Community Program); and (2) Alternative Fuel Corridor Grants (Corridor Program). [Additional resources](#) and an informational [webinar](#) are available. Applications are due **May 30**.

Safe Streets and Roads for All (SS4A) Discretionary Grant Program

Under the [Bipartisan Infrastructure Law \(BIL\)](#), the USDOT announced that the [\(SS4A\) Program](#) will appropriate \$5 billion over five years to assist with ensuring safe streets and roads for all, and to address the national roadway safety crisis. This program provides two funding categories of grants: (1) Planning and Demonstration Grants; and (2) Implementation Grants. Last year Illinois was awarded six planning grants. There will be [three webinars](#) available on three different topics. Applications are due **July 10**.

IDOT Invites Applications for \$2.5 Million in Transit Grants

IDOT is now accepting applications for a competitive grant program that aims to expand safe, equitable access to public transportation. The grants will fund studies on planning and preliminary engineering issues regarding public multimodal, intermodal and non-motorized transportation. Counties, metropolitan planning agencies, municipalities, state agencies, public transit agencies and state universities are urged to apply. For additional details, visit [2023 IDOT Transit Planning NOFO.pdf \(illinois.gov\)](#). Applications are due **May 24**.

FY2025 Local Highway Safety Improvement Program (HSIP) Call for Projects

In addition to the information contained within this [Circular Letter](#), applicants are directed to visit and explore the [HSIP website](#) which contains information on the IDOT HSIP Policy and analysis tools that may be used to guide the applicant through the application process. Additional tools are also provided in the "Submission Requirements and Resources" section. Applications are due **June 30**.

SAVE THE DATE

May 10	CMAP Board
May 10	Unified Work Program
May 11	KKCOM Bike Ped Committee
May 18	STP Project Selection Committee
June 2	CMAP Transportation Committee
June 8	MPO Policy Committee
June 14	CMAP Board

KKCOM STAFF UPDATES

Kaci Crowley has accepted another position in Planning so KKCOM and KDOT is seeking a new Regional Planning Liaison and Bike Ped Coordinator. Please share with those that you feel would be a good fit. The job description and qualifications will soon be posted on the [Kane County Employment website](#). Thank you for your service and best wishes, Kaci!



KANE COUNTY UPDATES

Kane County Bicycle and Pedestrian Plan Update

The Kane County Division of Transportation (KDOT) and its consultant team have produced a draft update to the Kane County Bicycle & Pedestrian Plan. The project team attended one event, the Fox Valley Marathon Expo (September 2022), prior to drafting an Existing Conditions Report. Moving forward, the project team will attend two more events: the Aurora Food Truck Festival (May 5, 2023), and Batavia's Indoor Farmers Market (May 13, 2023) to collect feedback on the proposed facilities and policies.

KDOT encourages residents, municipal leaders, and advocates to submit public comments on the plan. The submitted public comments will help inform the project team of its recommendations before the draft is finalized and put before the Kane County Board for approval. The public comment period opened on April 27, 2023, and will remain open until May 15, 2023. To submit a public comment, visit the project website or email planningstaff@co.kane.il.us. A hard copy of the plan can be accessed at KDOT offices (41W011 Burlington Rd, Campton Hills, IL 60175). Public comments can also be mailed to KDOT offices.

To view and download the draft plan, visit www.kanecountybikeplan.com. Those interested in learning more about the project can contact KDOT staff at planningstaff@co.kane.il.us.

Fox Valley Bike Share Program

The Fox Valley Bike Share launched the week of April 17th in the communities of Aurora, Montgomery, and Oswego. To rent a bike, click [here](#) to download the Koloni app.

IDOT UPDATES

2023 Special Programs Assistance Conference (EDP, ITEP, and SRTS)

IDOT released [Circular Letter 2023-09](#) announcing that the Special Programs Unit will be holding informational conferences in each IDOT district to present three grant programs – Economic Development Program (EDP), Illinois Transportation Enhancement Program (ITEP), and Safe Routes to School Program (SRTS). IDOT staff will be available for two days in each IDOT District to offer general information and answer your specific questions one-on-one. District 3 will meet May 16 – 17 in Ottawa and District 1 May 23 - 24 in Schaumburg. Links to register for the morning sessions and to reserve individual appointment slots are available on the [ITEP](#) and [SRTS](#) web pages.

Streamlined Environmental Survey Screening Process

IDOT released [Circular Letter 2023-08](#), which details significant improvements and changes made to streamline the process of environmental surveys to improve review time. Recent Bureau of Design and Environment (BDE) policy changes allow local projects to now be screened for natural and cultural resources by certain qualified and trained Central Office Bureau of Local Roads and Streets (CBLRS) Staff.

VULNERABLE ROAD USER SAFETY ASSESSMENT

On March 15, 2023, IDOT released [Circular Letter 2023-10](#). With the passage of IJA, IDOT is required to assist and support LPAs to perform a Vulnerable Road User (VRU) Safety Assessment as part of the state's Highway Safety Improvement Plan. The law establishes that the VRU Safety Assessment must be completed no later than November 15, 2023.

NATIONAL BIKE & ROLL TO SCHOOL DAY

Registration is now open for the 12th annual National Bike & Roll to School Day. The event will take place on **May 3, 2023**. There are currently 19 registered events in Illinois. Information on how to register, see which schools are currently participating, and to plan an event are available on the [event website](#).

2023 CALL FOR PROJECTS SURVEY

Thank you to everyone that applied for CMAQ, CRP, STP Shared Fund, and/or TAP-Local funding from CMAP! In order to make improvements going forward, CMAP would like to get your feedback on the application process. This [short survey](#) should take less than 5 minutes to complete.

ITEP AWARDS ANNOUNCED

IDOT announced that \$127.9 million has been awarded through the Illinois Transportation Enhancement Program (ITEP). Congratulations to the following municipalities in Kane County:

- City of Batavia – Illinois 31 Road Diet: \$1,003,770
- Village of Montgomery – U.S. 30 Ped Bridge Shared-Use Path: \$2,540,528

UPDATED/REVISED DYNAMIC INVOICE FORM BLR 05620

The [BLR 05620](#) has been updated and revised and is now required when requesting reimbursement for a Joint Funding Agreement (JA), Township Bridge Program (TBP), and Grade Cross Protection Funds (GCPF).



CMAP NEWS

2023 State of the Region: Thriving Together

The State of the Region program celebrates the organizations and individuals successfully working to improve northeastern Illinois, its communities, and its people, while bringing attention to public sentiment on key quality-of-life issues.

For the 2023 program, CMAP is taking the celebration on the road! Executive Director Erin Aleman and CMAP employees are visiting with communities throughout the region's seven counties to showcase awards and share more details on the state of the region and what we can continue to achieve together on the way to [2050 and beyond](#). Through their accomplishments and careers, the 2023 award winners have helped our region become more accessible, equitable, and sustainable. Congratulations to the [winners](#)!

Transit Reform Top of Mind for Northeastern Illinois' Transportation Leaders

The conference, called "[Public Transit in a Post-Covid World: Building a Financially Stable, Equitable, and Accessible Mass Transit System](#)," featured panel discussions with transportation experts, including Chicago Metropolitan Agency for Planning (CMAP) Executive Director Erin Aleman.

The regional transit system in northeastern Illinois is facing a budget shortfall of more than \$730 million by 2026. Transit agencies have been relying on federal relief funds to operate, and the funding will no longer be available in a few years.

Panelists shared thoughts and expertise on the future and financial sustainability of regional transit and the fiscal cliff facing transit systems, as well as the role transit plays in spurring economic development and addressing equity and accessibility. That governance question, along with improvements to service and rider experience and funding options, are at the center of

CMAP's work with stakeholders to develop and submit a [Plan of Action for Regional Transit \(PART\)](#) to the governor and Illinois General Assembly.

FLIP Summer Program

CMAP is now accepting applications for their [2023 Future Leaders in Planning \(FLIP\) program](#). FLIP is a free summer program for high school students to explore the field of urban planning and learn about the issues that shape our region and communities. Students learn about planning topics through engaging sessions, activities, and site visits. FLIP is open to high school students in Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will counties. [Applications](#) are due by Tuesday, May 30.

When: Monday, July 10, through Friday, July 14, from 10:00 a.m. to 4:00 p.m.

Where: CMAP's office in downtown Chicago (433 W. Van Buren St.), plus locations around the region.

A Year of Significant Progress: Annual Report Highlights Work That Makes Our Region Stronger

Northeastern Illinois had an exceptional year, with the Chicago Metropolitan Agency for Planning (CMAP) supporting a shared vision and ON TO 2050 goals that make our region a stronger, more resilient place to live.

[CMAP's 2022 Annual Report](#) looks back at the significant progress made and highlights their work toward improving the region's transportation system, addressing climate resiliency, and ensuring they have a thriving economy — while embracing and applying an equity lens. The report also highlights CMAP's continued efforts to deliver local assistance and resources and inform and engage diverse audiences.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-23-653

**APPROVING A ROAD IMPROVEMENT IMPACT FEE DISCOUNT
MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF KANE
AND GENERAL MILLS, INC.**

KANE COUNTY

DIVISION of TRANSPORTATION



Approving a Road Improvement Impact Fee Discount Memorandum of Understanding between the County of Kane and General Mills, Inc.

General Mills, Inc. has applied for a discount for the Roadway Impact Fees for 2089 Pillsbury Drive in the City of Geneva. The discount is requested pursuant to Section 10 of the Impact Fee Ordinance. The Discount Program provides developers the opportunity to take advantage of transit routes, higher residential densities, mixed land uses, skilled job creation, and walkable neighborhoods while preserving open space. The potential impact fees and reductions are shown on the attached Exhibit B.

Staff has reviewed the request and recommends that the Transportation Committee authorize the County Engineer to execute an Impact Fee Discount Memorandum of Understanding with General Mills, Inc. on behalf of the County.

Staff requests approval.

Attachments: Exhibit A, Exhibit B

Impact Fee Discount Memorandum of Understanding

_____ - _____

This Agreement is entered into this _____ day of _____ 2023, by and between the County of Kane, a body corporate and politic of the State of Illinois, of 719 South Batavia Avenue, Geneva, Illinois 60134 (hereinafter referred to as the “County”) and General Mills Inc. a Minnesota company located at 1 General Mills Boulevard, Golden Valley, Minnesota 55426 (hereinafter referred to as the “Applicant”). The Applicant and the County are hereinafter collectively referred to as the “Parties”.

WHEREAS, the Applicant plans to initiate “New Development” as defined in the Kane County Road Improvement Impact Fee Ordinance No. 22-27 as may be from time to time amended, (hereinafter referred to as the “Ordinance”); and

WHEREAS, this Agreement covers that portion of the New Development commonly known as 2089 Pillsbury Drive, Geneva Illinois (hereinafter the “Development”) for which the Applicant has received site specific development approval as set forth in City of Geneva, Resolution Number 2023-50 on May 1, 2023.

WHEREAS, the Applicant desires to claim an Impact Fee Discount pursuant to the Ordinance (County Code Section 22-27) to be credited by the County against any impact fee otherwise due to the County for the Development pursuant to the Ordinance; and

WHEREAS, the Applicant has or will submit an Impact Fee Discount Application as set forth in Exhibit “A” (hereinafter the “Application”) which is attached hereto and incorporated herein, for the receipt of Impact Fee Discounts for the Development of part thereof to be constructed; and

WHEREAS, the Applicant has requested that the County provide to the Applicant certain “Impact Fee Discounts” as defined by the Ordinance; and

WHEREAS, the Kane County Engineer (hereinafter the “County Engineer”) has determined that the Applicant’s proposed Impact Fee Discounts are provided for pursuant to and as defined by the Ordinance, (County Code Section 22-27); and

WHEREAS, the County Engineer has determined the value of the discounts determined to be applicable to the Development as an Impact Fee Discount; and

WHEREAS, the Applicant and the County pursuant to the provisions of the Ordinance desire to enter into this Impact Fee Discount Agreement (hereinafter referred to as the “Agreement”) to determine and establish the amount of the Impact Fee Discount proposed to the Applicant by the County for that part of the Development determined by the County be eligible for said Impact Fee Discount and to further define the rights and obligations of the Parties pursuant to the Ordinance and this Agreement.

Therefore, in consideration of the above stated preambles and for good and valuable consideration, the sufficiency of which is agreed to by the Parties, the County and the Applicant covenant, agree and bind themselves as follows, to wit:

1. The Parties acknowledge and agree that the preambles as set forth hereinabove are incorporated into and made a part of this Agreement.
2. The Development that is eligible for an Impact Fee Discount(s) is described and depicted in Exhibit B which exhibit is attached hereto and incorporated herein by reference.
3. The Impact Fee Discounts for which the Development as proposed is eligible are set forth in Exhibit B. The value of the Impact Fee Discount(s) or the portion thereof that qualifies as a Discount is provided for and otherwise depicted and described in Exhibit B.
4. The Applicant shall complete the Development according to Exhibit B to the satisfaction of the County Engineer to be eligible to receive the Total Impact Fee Discount(s).
5. The County shall grant an Impact Fee Discount(s) in the amount of the estimated discount provided in Exhibit B against any Impact Fee otherwise assessed thereon upon receipt from the Applicant of a duly completed Impact fee Application therefor.
6. The Kane County Division of Transportation (hereinafter referred to as “KDOT”) shall maintain an accounting of Impact Fee Discounts granted to the Applicant and applied against any Impact Fee assessment for the Development pursuant to this Agreement, and shall provide at the request of the Applicant a copy of the accounting to the Applicant on an annual basis.
7. Impact Fee Discounts will be applied against Impact Fees due from the Applicant on the Development (Exhibit B) in the following manner.
 - a. The Applicant shall indicate on each Impact Fee Application that Impact Fees assessed will be paid in whole or in part using the Improvement Discount(s) as set forth herein and shall indicate the Impact Fee Discount Agreement number on said application.
 - b. For each Impact Fee Discount to be applied against an Impact Fee on the Development, KDOT shall calculate the gross Impact Fee in accordance with the Ordinance. The gross Impact Fee shall be reduced by the Impact Fee Discount for the Development. The Impact Fee Receipt shall note that the Impact Fees were paid in whole or in part through the application of Impact Fee Discount citing the applicable discount provisions of the Ordinance.
 - c. If the Impact Fee Discount(s) is insufficient to cover the gross Impact Fee for the Development, the remainder of the gross Impact Fee shall be calculated and the Applicant notified of the Impact Fee assessed and due.
8. The Applicant may assign the Impact Fee Discounts proposed under this Agreement, or a portion thereof, to another person or entity by providing written notice to KDOT. Such

notice shall identify the number and location of each unit to be assigned and the part(s) of the Development to which the assigned Impact Fee Discount(s) is to be applied. Impact Fee Discounts shall not be assigned to any New Development that is not otherwise set forth in this Agreement. The Impact Fee Discounts set forth herein shall not be used for other New Development. Impact Fee Discounts assigned hereunder by the Applicant shall be utilized only in accordance with the requirements of this Agreement.

9. Impact Fee Discounts proposed pursuant to this Agreement shall only be used to offset Impact Fees assessed by the County for the Development or the parts thereof.
10. This Agreement does not relieve the Applicant of any other Impact Fee Ordinance requirements or the permit regulations or other right of way requirements of KDOT.
11. This Agreement embodies the entire understanding of the Parties. There are no other promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all previous communications, representations, and agreements, either verbal or written, between the Parties.
12. The total amount of the Impact Fee Discounts granted pursuant to this Agreement shall not exceed the amount of \$43,213.28 (40% of the total impact fee assessed).
13. As a condition of receiving any Impact Fee Discount hereunder, the Applicant will construct the Development in accordance with the supporting documents submitted with the Application, within a period not to exceed ten (10) years from the date of execution hereof. This Applicant acknowledges and agrees that if the Development is not completed in accordance with the Application within ten (10) years of the date of this Agreement or if there is a material change in the Development that would result in (i) its ineligibility to receive any impact fee discount, or (ii) its receiving a lesser impact fee discount, then the Applicant shall pay or cause to be paid to the County an amount equal to the impact fee discount received or any excess impact fee discount received as is appropriate.
14. The term of this Agreement may be extended beyond its ten (10) year term upon mutual agreement of the County and the Applicant, provided that those portions of the Development completed within the initial ten (10) year term hereof meet the qualification requirements for the Impact Fee Discount obtained and that additional portions of the Development receiving the discount after the ten (10) year period continue to meet the requirements of the discount(s) obtained.

IN WITNESS WHEREOF, the undersigned Applicant and the County of Kane, have caused this Agreement to be duly executed and have attached documents authorizing their respective designated officials to execute this Agreement.

Agreed to this ___ day of _____ 2023

KANE COUNTY:

APPLICANT:

General Mills, Inc.

By: _____
Carl Schoedel
Kane County Engineer

By: _____
Officer
Title



Road Impact Fee Application

Please read the instructions on preceding page carefully before completing the application form.

Kane County Division of Transportation

41W011 Burlington Road
Campton Hills, IL 60175
Phone: (630) 845-3798 | Fax: (630) 584-5265
Email: LisaLarson@co.kane.il.us

Office Use Only

Date Received:

Application #:

APPLICANT INFORMATION

Applicant Name:	Michael Shaw, PE, CSA Capital Senior Engineer II, General Mills, Inc.		
Address:	2089 Pillsbury Drive		
City, State, ZIP:	Geneva, IL 60134		
Contact Name:	Michael Shaw	Email:	michael.shaw@genmills.com
Phone:	(612) 805-8568	Fax:	
Contact (Architect):	Eric Wirth, AIA, Shive-Hattery, Inc., (563) 396.5547		
Contact (Engineer):	Isaac Hodgins, P.E., Shive-Hattery, Inc., (319) 213-1005		

PROPERTY INFORMATION (Please answer all)

Lot: N/A	Block: N/A	Subdivision: N/A
Quarter/Half Section: All four 1/4s	Section#: 1	Township#: T39N Range#: R8E
Tax Parcel Index Number(s) (e.g. 09-01-100-014): 12-01-200-004, -011, -018, -019, -020		Final Plat Date: N/A
Site Address: 2089 Pillsbury Drive, Geneva, IL 60134		
Building Permit Issuing Agency: City of Geneva	Development Approval Date: 1998	

PRINCIPAL BUILDING USE

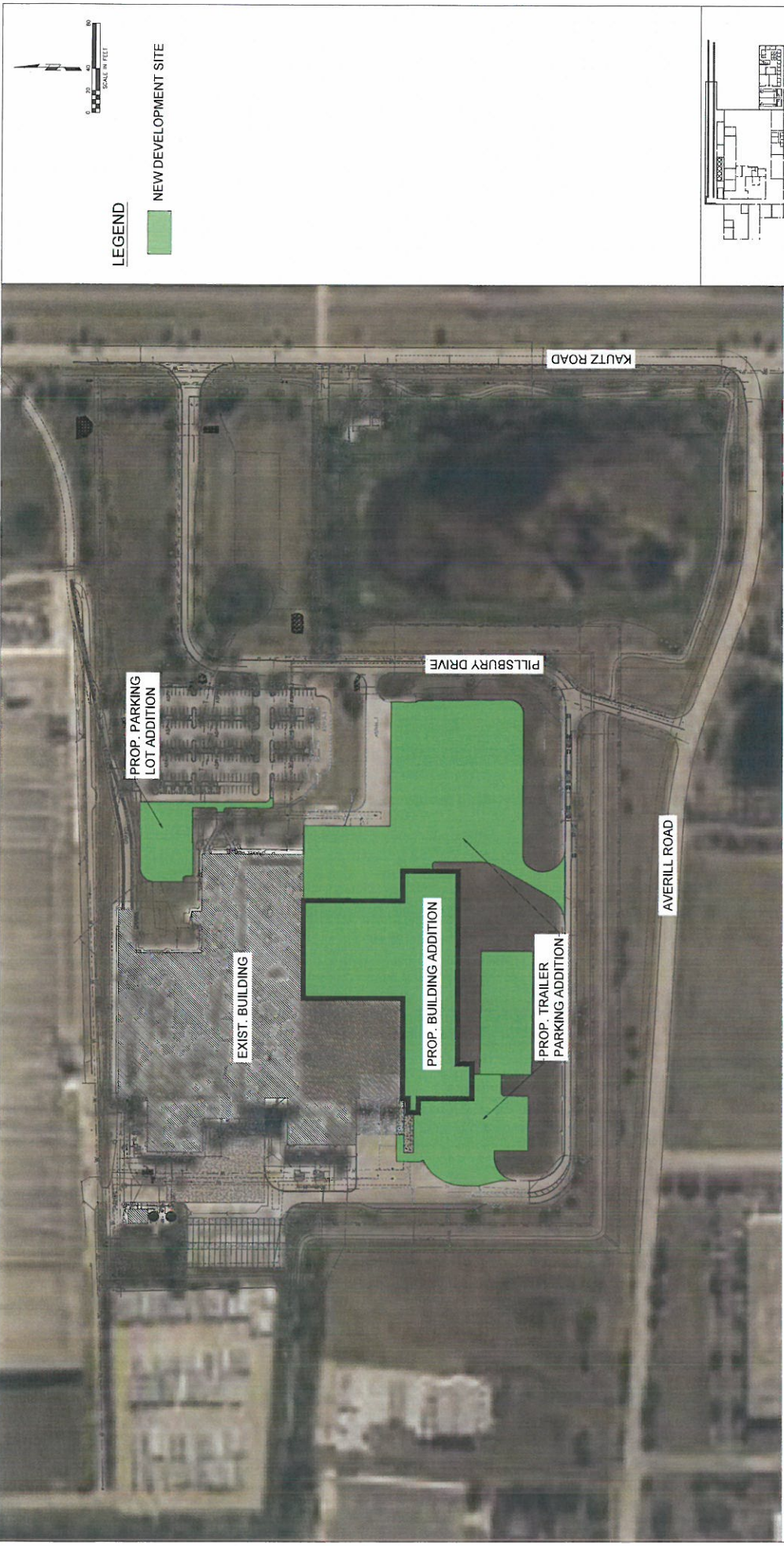
Single Family Detached	Dwelling Units:	Warehousing/Distribution Terminal	GFA:
Single Family Attached	Dwelling Units:	Speculative Industrial	GFA:
Multi-Family Attached	Dwelling Units:	X Light Industrial/Industrial Park	GFA: 114,200 SF
Age Restricted Housing	Dwelling Units:	Fast Food Restaurant	GFA:
Retail	GFLA:	Fine Dining Restaurant	GFA:
Supermarket	GFA:	Day Care	GFA:
Convenience Store/Gas Station	Fuel Positions:	Hospital	GFA:
General Office	GFA:	Nursing Home	Beds:
Medical-Dental Office	GFA:	Hotel/Motel	Beds:
Office Park	GFA:	Religious Institution	GFA:
Business Park	GFA:	Other (Specify)	GFA:

OPTIONAL DATA FOR ASSESSMENT (Attachments required)

☐ New development is an exempt use. Use:	Applying for Impact Fee Demolition Credit - existing building(s) on site to be demolished (Procedures Manual Section 4.3)
☐ Apply to credits under Credit Agreement. CA#:	Requesting Individual Assessment - Simplified (Procedures Manual Section 3.5)
X Applying for Impact Fee Discount Program (Procedures Manual Section 4.1)	Requesting Individual Assessment - Standard (Procedures Manual Section 3.5)

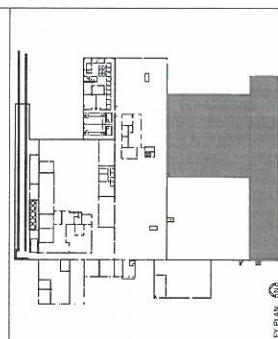
Signature:

Date: 2/14/2023



LEGEND

NEW DEVELOPMENT SITE



GENERAL MILLS, INC.	DATE BY	JOB NO.	SCALE	SHEET NO.
PROJECT PANTHER DEVELOPMENT SITE EXHIBIT	ENGINEERING	22-3457	D	1
GENERAL MILLS, INC.	DATE BY	JOB NO.	SCALE	SHEET NO.
PROJECT PANTHER DEVELOPMENT SITE EXHIBIT	ENGINEERING	22-3457	D	1

PRELIMINARY

CONFIDENTIAL

NOT TO BE USED FOR CONSTRUCTION

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

201 THIRD AVENUE, SUITE 200
CHICAGO, ILLINOIS 60601
312.555.1111
WWW.SHIVEHATTERY.COM

P: 22-3457

IMPACT FEE DISCOUNT APPLICATION

Submit this checklist with your Impact Fee Application and any additional documents required on the following pages to determine eligibility for the discount program.

A new development may be eligible for discount of up to 70% from impact fees assessed in accordance with Section Seven of the Kane County Impact Fee Ordinance (Ordinance No. 22-27), provided the following criteria are satisfied. **Developments using any of the discounts on this Application (also presented in Section Ten of the Ordinance) may not receive additional discounts through the Individual Assessment process.**

Available Discounts



MOBILITY OPTIONS DISCOUNT

New development may earn an impact fee discount of up to 20% by encouraging the use of alternative transportation modes.



MIXED-USE AND HIGHER-DENSITY DEVELOPMENT DISCOUNTS

Mixed-use development with residential and two or more qualifying non-residential land uses may be eligible for a 10% impact fee discount. Higher-density residential development may be eligible for an impact fee discount of up to 30%. To qualify for these discounts, the new development must meet at least one of the criteria for the Mobility Options Discount.



DOWNTOWN DEVELOPMENT DISCOUNT

New development located within a downtown area is eligible for an impact fee discount of up to 20%. The new development must be located on a redevelopment or infill site.



INDUSTRIAL DEVELOPMENT DISCOUNT

Industrial new development may receive an impact fee discount of up to 20% for locating on a redevelopment or infill site and including onsite railroad spur access, airport access for freight, or direct access to a state designated truck route.



SKILLED MANUFACTURING JOB CREATION DISCOUNT

New development that generates skilled manufacturing jobs can apply for an impact fee discount of up to 20%, depending on the number of new jobs created.



CHARITABLE ORGANIZATION DISCOUNT

Buildings solely owned and occupied by a 501(c)(3)-designated charitable organization may be eligible for up to a 100% discount. The discount is applied only on the traffic impact of the first 50 weekday PM peak hour trips generated by a site.

1. MOBILITY OPTIONS DISCOUNT

New development may earn an impact fee discount of up to 20% by encouraging the use of alternative transportation modes.

CRITERIA

- ☐ **10% Discount** if the new development is within one-quarter mile walking distance from an existing Pace Suburban Bus route.
- ☐ **10% Discount** if the new development is within one-half mile walking distance from an existing Metra station.
- ☐ **10% Discount** if the new development is within one-half mile from a Transit Supportive Corridor.
- ☒ **10% Discount** if the new development is within one-half mile from a local or regional greenway or bicycle trail. The greenway or bicycle trail shall be depicted on the [Kane County Bike Map](#) or Chicago Metropolitan Agency for Planning (CMAP) [Regional Greenways and Trails Plan Map](#).

SUBMITTAL REQUIREMENTS

With submittal of this Application, the Applicant must provide the following documents in PDF format or as a hard copy:

A vicinity map showing the location of new development relative to the existing Pace Suburban Bus route, Metra station, Transit Supportive Corridor, or bicycle facility. The map shall detail the spacing distance between the new development and the alternate transportation option(s).

2. MIXED-USE AND HIGHER-DENSITY DEVELOPMENT DISCOUNTS

Mixed-use and higher-density residential developments can earn additional impact fee discounts. To qualify for these discounts, the new development must meet at least one of the four Mobility Options Discount criteria.

CRITERIA

- ☐ **10% Discount** for Mixed-Use Developments with a residential use and at least two (2) of the following land uses incorporated. Accessory uses within a principal use may not be counted as a separate use. Check all non-residential uses included within the Mixed-Use Development.

☐	Parks
☐	Forest preserves
☐	Community or civic centers
☐	Recreation facilities
☐	Schools or daycare centers
☐	Libraries
☐	Places of worship
☐	Post offices
☐	Convenience stores

☐	Laundry/dry cleaners
☐	Neighborhood retail centers
☐	Restaurants
☐	Pharmacies
☐	Grocery stores
☐	Banks
☐	Medical/dental offices or hospitals
☐	General offices

- ☐ Up to a **30% Discount** for Residential Density where the residential new development provides an average density of at least 7 units per acre. Where the Residential Density Discount is applied, the new development shall not be eligible for the Mixed-Use Development Density Discount. Check the appropriate density category.
- ☐ **10% Discount** for an average residential density of at least 7 units per acre and no more than 14 units per acre.
- ☐ **20% Discount** for an average residential density of at least 15 units per acre and no more than 28 units per acre.
- ☐ **30% Discount** for an average residential density greater than 29 units per acre.

SUBMITTAL REQUIREMENTS

With submittal of this Application, the Applicant must provide the following documents in PDF format or as a hard copy:

Mixed-Use Discount

A scaled site plan indicating the size and location of all non-residential trip generators included in the Mixed-Use Development. The site plan shall be consistent with the site specific development approval.

Residential Density Discount

A scaled site plan indicating the residential development (location and unit count), gross floor area of non-residential uses, land area of the new development, and calculated residential density.

A plat of subdivision showing the total area encompassed by the new development. The plat of subdivision shall be consistent with the site specific development approval.

3. DOWNTOWN DEVELOPMENT DISCOUNT

Development located within a downtown area is eligible for an impact fee discount of up to 20%.

CRITERIA

- ☐ **20% Discount** for new development located on an infill or redevelopment site defined in a municipally-adopted downtown subarea, comprehensive plan, or within an established downtown Tax Increment Finance (TIF) district.

SUBMITTAL REQUIREMENTS

With submittal of this Application, the Applicant must provide the following documents in PDF format or as a hard copy:

A scaled vicinity map showing the new development site clearly outlined relative to a downtown subarea, comprehensive plan, or downtown TIF district boundary.

4. INDUSTRIAL DEVELOPMENT DISCOUNT

Industrial new development meeting specific criteria may receive an impact fee discount of up to 20%.

CRITERIA

- ☐ **10% Discount** for new development located on a redevelopment or infill site.
- ☒ **10% Discount** for onsite railroad spur access, airport access for freight, or direct access to a state designated truck route.

SUBMITTAL REQUIREMENTS

With submittal of this Application, the Applicant must provide the following documents in PDF format or as a hard copy:

A scaled vicinity map showing the new development site clearly outlined as a redevelopment or infill site.

A scaled site plan or vicinity map, as appropriate, demonstrating railroad spur access, airport access, or direct truck route access.

5. SKILLED MANUFACTURING JOB CREATION DISCOUNT

New development that generates skilled manufacturing jobs can apply for an impact fee discount of up to 20%. Only new development categorized as Light Industrial/Industrial Park (or a closely-related land use category on the Impact Fee Schedule) is eligible to receive this discount. Any new development within the Speculative Industrial category on the Impact Fee Schedule is not eligible for this discount. Skilled manufacturing jobs are defined and classified as follows:

- Highly trained, educated, or experienced employees that can complete more complex mental or physical tasks on the job.
- Often specialized and may require a prolonged period of training and experience.
- Skills in science, technology, engineering, and math (STEM) are essential in many industries.

CRITERIA

- ☐ **10% Discount** for 1-100 jobs created
- ☒ **20% Discount** for 101 or more jobs created

SUBMITTAL REQUIREMENTS

With submittal of this Application, the Applicant must provide the following documents in PDF format or as a hard copy:

Written verification of estimated job creation from the permitting agency or municipality, local economic development organization, or local workforce development board.

6. CHARITABLE ORGANIZATION DISCOUNT

Buildings solely owned and occupied by a 501(c)(3)-designated charitable organization may be eligible for up to a 100% discount in the impact fee assessed. The discount is applied only on the traffic impact of the first 50 weekday PM peak hour trips generated by a site. Please refer to Section Three of the Procedure Manual for more detail regarding calculating this discount.

CRITERIA

- ☐ If the total traffic generated by the site, including traffic generated by any existing buildings and new development, is less than or equal to 50 weekday PM peak hour trips, the new development shall receive a **100% discount** on gross impact fee.
- ☐ If the traffic generated on the site prior to construction of the new development is less than or equal to 50 weekday PM peak hour trips, but the total site traffic including the new development is greater than 50 weekday PM peak hour trips, the new development shall receive an impact fee **discount calculated using a formula**. Please refer to Section Three of the Procedure Manual for the most current formula.
- ☐ If the traffic generated on the site prior to construction of the new development is greater than 50 weekdays PM peak hour trips, **no discount** for charitable organizations shall be applied.

SUBMITTAL REQUIREMENTS

With submittal of this Application, the Applicant must provide the following documents in PDF format or as a hard copy:

A copy of the charitable organization's most recent IRS determination letter.

A letter from the organization's chief executive officer stating that the new development will be solely owned and occupied by the charitable organization.

Trip generation estimate for the new development, prepared by a Professional Traffic Operations Engineer (PTOE) licensed in the state of Illinois.

Discount Application Process

In order to receive the impact fee discounts described in this checklist and in Section Ten of the Impact Fee Ordinance, the Applicant shall submit a completed Impact Fee Discount Application, including relevant submittal requirements as defined on the previous pages, to the Division of Transportation Impact Fee Coordinator.

Within fifteen (15) working days from the receipt of the Impact Fee Discount Application, the County Engineer shall determine if all pertinent information has been provided by the Applicant.

- If the County Engineer determines that additional documentation is required, the County Engineer shall send a written statement to the Applicant specifying the deficiencies. Until the deficiencies are corrected, the County shall take no further action on the Impact Fee Discount Application.
- When the County Engineer determines that the Application is complete, the County Engineer shall draft an Impact Fee Payment Agreement for the review and approval of the Applicant pursuant to Section Twelve of the Impact Fee Ordinance (Ordinance No. 22-27).

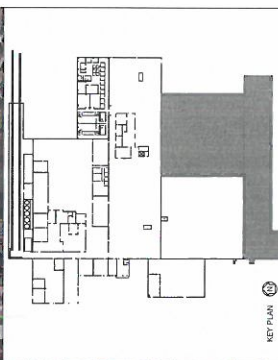
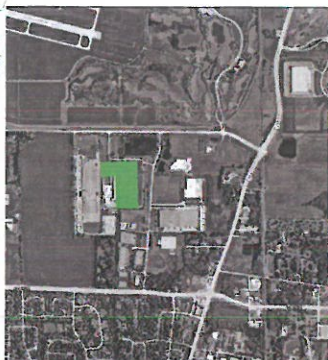


LEGEND

- TRUCK ACCESS ROUTE
- RAILROAD ACCESS
- NEW DEVELOPMENT SITE

SCALE IN FEET

0 50 100 200



GENERAL MILLS, INC.	DATE: 01/10/2023	SCALE: 1"=100'	SHEET NO. 1
PROJECT PANTHER	DATE: 01/10/2023	SCALE: 1"=100'	SHEET NO. 1
TRUCK ACCESS EXHIBIT	DATE: 01/10/2023	SCALE: 1"=100'	SHEET NO. 1

1	2	3	4

CONFIDENTIAL

PRELIMINARY

NOT TO BE USED FOR CONSTRUCTION

SHIVEHATTERY ARCHITECTURE+ENGINEERING

201 LINDA AVENUE, SUITE 200
CEDAR RAPIDS, IA 52401
319.34.8521 SHIVEHATTERY.COM

P 20, 3457

9/10/2023

1"=100'

1"=100'



Job Description

Position Title: Skilled Operator

Department:

Pay Range:

PURPOSE

The Technician has overall responsibility to be a team player and build technical and leadership skills and capabilities to deliver results via equipment ownership and system ownership for a designated shift line team. The technician contribution on the team is critical to drive a self-sufficient autonomous team working towards zero losses.

Qualifications:

- Self-motivation with a desire to build capability and contribute at a high level
- Effective written and oral communication skills
- Learning Agility; Curiosity and passion for learning, expanding capability
- Analyzing data and using basic math skills
- Critical Thinking; Making data-based decisions and troubleshooting
- Zero Loss Culture Mindset
- GED or equivalent

Preferred Qualifications

- Knowledge of operational and technical aspects of production
- Technical skills; mechanical or electrical capability or experience
- Previous experience in a manufacturing environment
- Previous work in a team-based environment

Responsibilities:

- Follow all Safety procedures and support all Safety initiatives, and goals of the team
- Maintain all Quality and GMP standards
- Work effectively in a team environment while following Plant Norms
- Participate in Continuous Improvement (CI) and Foundation Systems (FI)
- Communicate effectively with others
- Manage multiple tasks and priorities
- Attend required meetings and trainings
- Support the vision to achieve zero human and food safety incidents.
- Invest in capability development and deliver expected results as per the Technician Career System expectations:
 - **Demonstrate leadership behaviors** that positively impact results/outcomes for the shift team
 - **Equipment Ownership** of assigned skill block(s) as per the step-up card(s)
 - Operate, improve, and maintain equipment
 - **System Ownership** of the assigned system(s) as per step-up card(s)
 - Own and manage DMS (Daily Management System) activities inside and outside of shift DDS (Daily Direction Setting)
- Adhere to all policies and procedures
- Perform other duties as assigned

Equal Opportunity Employer/Minorities/Females/Vets/Disabilities

From: Tymoszenko, Cathleen <ctymoszenko@geneva.il.us>
Sent: Friday, April 21, 2023 2:26 PM
To: Larson, Lisa <LisaLarson@KaneCountyIL.gov>
Subject: EX: FW: ● General Mills

Good Afternoon Lisa,

My coworker Matt, forwarded your request for review by the City's Economic Development Department.

We have been working with General Mills to pursue several economic incentives and have received information about the type, number and quality of jobs associated with the future expansion. To date, we understand the following about the future jobs:

- **112 Skilled Operator Jobs**
Require knowledge of operational and technical aspects of production and mechanical or electrical technical skills. Operators must have capabilities and experience in analyzing data and using basic math, critical thinking skills; data-based decision and troubleshooting experience. Requires 3-6 months of unit operation specific training including safety, startup-shut down, production flow, sanitation, control system functions, daily maintenance tasks, troubleshooting food safety checks, daily management system and team dynamics.
- **18 Mechanic Jobs**
Require industrial mechanic certification or equivalent experience. Mechanics must have 12-18 months training for skilled operator and the predictive, preventative and breakdown maintenance skills for different unit operations in the plant (processing, packaging and facilities). In addition, mechanics must have work order system management expertise.
- **3 Engineer Jobs**
Require 5+ years as plant or process engineer. Engineers must possess a BS in an engineering field. The position requires 3 months of training for unit operation overview, production specific knowledge and troubleshooting.
- **14 Manager Jobs**
Require 5+ years of plant or supply chain leadership. Managers must possess a BS in an engineering field or a related technical field. The position requires 1-2 months of training for unit operation overview, product specific knowledge and/or job specific applications. i.e. maintenance part purchasing process.

Given this information, we provide a statement that the City of Geneva finds the jobs created to be skilled. Please let me know if further details are needed.

Thanks, Cathleen

Cathleen Tymoszenko
Economic Development Director
City of Geneva, Illinois
22 South First Street
Geneva, Illinois 60134



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**Illinois
Department of Commerce
& Economic Opportunity**

JB Pritzker, Governor

October 20, 2022

Paul Gallagher
President
General Mills Operations, LLC
c/o Tax Department, P.O. Box 1113
Minneapolis, Minnesota 55436

Dear Mr. Gallagher:

This letter is to inform you that the Department of Commerce and Economic Opportunity has approved the application of General Mills Operations, LLC and General Mills Sales, Inc. (collectively, the "Benefited Company") for the Economic Development for a Growing Economy ("EDGE") Tax Credit Program.

This approval is based upon the Benefited Company's commitment to:

- Create 103 new full-time jobs above the statewide baseline of seven hundred and thirteen (713) and the project baseline of zero (0) full-time employees at 2089 Pillsbury Drive, Geneva, Illinois, and
- Make a capital investment of at least \$180,000,000 at 2089 Pillsbury Drive, Geneva, Illinois.

The job creation and capital investment commitments must be achieved by the end of the second full tax year from the date of this letter (5/31/2025, per the Benefited Company's tax year) to receive the full value of the tax credit. Please note that the amount of the tax credit available is tied to the Benefited Company's capital investment at the Project; if the Benefited Company's capital investment exceeds the minimum amount above, the amount of credit available will increase to the amount of the actual capital investment (subject to the withholding and training cost calculations below).

In exchange for meeting or exceeding the above commitments, the Benefited Company may apply to receive an annual tax credit each year for ten (10) years equal to:

- 50% of the payroll tax withholding associated with the newly hired full-time individuals at the Project, and
- 10% of qualified training costs associated with newly hired full-time employees at the Project.

The Department's approval is contingent upon compliance with all legal and applicable requirements, including but not limited to the parties' execution of a Tax Credit Agreement acceptable to the Department, who will negotiate a formal Tax Credit Agreement with your company. The Department requests that you do not publicize this EDGE Tax Credit approval without prior approval of the Department.

Should you choose to accept our proposal, please notify Cas Peters, Acting Deputy Director, Office of Business Development, in writing on or before 30 days after the date of this letter. If you have any questions, please contact Cas Peters at Casimir.A.Peters@illinois.gov or (312) 909-6112.

Sincerely,

Sylvia L. Garcia
Director

Kane County Division of Transportation
41W011 Burlington Road
St Charles, IL 60175

Application #: PLTI20230000206

Date: 5/1/2023

Road Improvement Impact Fee Notice of Fee Assessment

Application Information

Company Name:	General Mills, Inc
Contact:	General Mills, Inc
Phone:	<NO PRIMARY PHONE>
Fax:	<NO FAX NUMBER>

Project Information

Site Address:	2089 Pillsbury Drive
City, State, Zip:	Geneva IL 60134
Subdivision Name:	PT OF THE E 1/2 OF SEC 1-T39N-R8 AS DESC IN DOC 98K074298. 99K000955 AND 99K001283 (EX DOC 2000K1042

Notice:

We have completed review of your Road Improvement Impact Fee Application and have determined the amount of the fee required as noted below. In accordance with the provisions of the Road Improvement Impact Fee Ordinance, you may appeal this determination to the Kane County Board Transportation Committee by submitting a written petition of appeal to the Division of Transportation within 14 days of the date of this Notice. Applicants who are considering an appeal are encouraged to first discuss their concerns with the Impact Fee Coordinator.

Road Improvement Impact Fee Determination

Impact Fee Assessed - Central	64,819.9200
Net Fee (Amount Due)	\$64,819.92

Payment Instructions / Fee Payment Agreements

Payment may be in the form of a Cashier's Check, Certified Check, Money Order, or Company Check and shall be payable to the "Kane County Division of Transportation (KCDOT)." Deliver or mail to: Impact Fee Coordinator, Kane County Division of Transportation, 41W011 Burlington Rd, St Charles, IL 60175. Phone: (630) 845-3799 Fax: (630) 587-2474

Please note the Application Number on your check and include a copy of this notice with your payment. If your fees cover more than one service area, a separate check will be required for each area.

Fee Payers for Multi-Family Residential and Non-Residential developments who wish to defer payment of a portion of the calculated Road Improvement Impact Fee may request a Fee Payment Agreement. This Agreement may provide for deferral of up to 50% of the calculated fee for a period of up to one year at an interest rate 3% over the prime rate. Fee payment agreements for developments receiving Assisted Financing as defined in the Impact Fee Ordinance may provide for installment payments over a period of up to ten years.

Special Instruction/Description:

Original Assessment of \$108,033.20

40% Discount:

Mobility 10%

Industrial 10%

Skilled Manufacturing 20%

Legal Description

Parcel Index Number	Section	Lot	Block	Township	Range	Half Sec	Qtr Sec	Service Area
12-01-200-030	01		200					Central

Parcel Index Number	Section	Lot	Block	Township	Range	Half Sec	Qtr Sec	Service Area
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Exhibit B

Impact Fee Discount Details

General Mills

2089 Pillsbury Drive

Geneva, Illinois

Parcels: 12-01-200-004, 12-01-200-011, 12-01-200-018, 12-01-200-019,
12-01-200-024, 12-01-200-028, 12-01-200-029, 12-01-200-030, 12-01-
200-031

Initial Assessment:

114,200 SF light industrial/industrial park Central Service Area
(946.00/unit) = \$108,033.20

Discount per Discount Application: 40%

Revised Assessment with Discount: \$64,819.92

Amount of Impact Fee Discount: \$43,213.28

NOW, THEREFORE, BE IT RESOLVED that the agreement with the Chicago Metropolitan Agency for Planning (CMAP) for FY2024 Regional Planning Liaison Services is hereby approved and that the Chairman of the Kane County Board is hereby authorized to execute an agreement therefor.

Passed by the Kane County Board on June 13, 2023

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning for Transportation Planning Activities

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$46,465.59
If not budgeted, explain funding source: N/A	

Summary:

The Kane Kendall Council of Mayors receives federal transportation planning funds to perform various planning and programming activities for Kane County and Kendall County. The Chicago Metropolitan Agency for Planning (CMAP) directs these funds to the Kane County Division of Transportation so that the County may continue to provide transportation planning staff to the Kane Kendall Council of Mayors and CMAP for regional coordination and planning activities.

Primary staff for the Council of Mayors and CMAP coordination includes: Thomas Rickert, Jacqueline Forbes, Heidi Lichtenberger, and a new planning liaison.

Staff supports the Council of Mayors by providing Surface Transportation Program (STP - over \$12 Million annually) and Congestion Mitigation and Air Quality (CMAQ) program development and monitoring, general liaison services, technical assistance, and communications assistance.

The Council will receive federal Unified Work Program (UWP) funds in the amount of \$185,862.37 for the program, with Kane County providing a local match of \$46,465.59.

Staff requests approval.



Contract # C-24-TBD
Funding Source: TBD

Intergovernmental Agreement For Transportation Planning Activities The County of Kane, Illinois

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the County of Kane, Illinois, herein called GOVERNMENTAL BODY.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-5 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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Attest:

_____ Signature	_____ Type or Print Name	_____ Date
--------------------	-----------------------------	---------------

For CMAP:

_____ Erin Aleman Executive Director	_____ Attest Signature	_____ Date
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- Part 1 Scope/Compensation/Term
 - Part 2 General Conditions
 - Part 3 Federal Conditions of Approval
 - Part 4 Scope of Work/Responsibilities
 - Part 5 Compensation for Services
 - Part 6 FTA Certification Regarding Lobbying
 - Part 7 Agreement Award Notification of Federal Funds
-

Part 1: Scope/Compensation/Term

- A. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 4.
- B. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 5. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the GOVERNMENTAL BODY such amounts as may be approved by CMAP. If an invoice is not acceptable, CMAP shall promptly provide the GOVERNMENTAL BODY a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. Transfer of funds must be made electronically. Please complete Attachment 2: Electronic Billing Information and return to CMAP Attn: Finance Department.

C. **Tax Identification Number.**

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

Name of GOVERNMENTAL BODY: _____

Taxpayer Identification Number: _____

Unique Entity Identifier or CAGE Code: _____

DUNS No. _____

Legal Status (Circle one): Tax-exempt Government Nonresident Alien
Other _____

- D. **Compliance with Registration Requirements.** GOVERNMENTAL BODY and its sub-contractors shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is the GOVERNMENTAL BODY'S responsibility to remain current with these registrations and requirements. If the GOVERNMENTAL BODY'S status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
- E. **Term of Agreement.** The term of this Agreement shall be from **July 1, 2023 to June 30, 2024**
- F. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1. Complete Agreement.

a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY'S obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the GOVERNMENTAL BODY shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties. No claim by the GOVERNMENTAL BODY for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

e. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.

f. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. **Chicago Metropolitan Agency for Planning Designee.** Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.

3. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

4. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this

Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason the GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

5. **Allowable Charges.** No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the GOVERNMENTAL BODY shall be used by the GOVERNMENTAL BODY for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the GOVERNMENTAL BODY who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the GOVERNMENTAL BODY may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
6. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
7. **Access to Records.** The GOVERNMENTAL BODY shall maintain, for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
 - (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The GOVERNMENTAL BODY shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

 - (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - (3) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

8. **Cost Category Transfer Request.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without CMAP's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

Notification to CMAP is required for transfers among appropriated cost categories which exceed 10% or \$1,000 of the line item. No transfer of funds can exceed the total Agreement. The GOVERNMENTAL BODY must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

9. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY shall also meet the following minimum procedural requirements.
 - a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of CMAP.
 - b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$3,000 but less \$10,000, the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are \$25,000 or greater will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of CMAP will be used, provided that the procurement procedures conform to the provisions in Part 3 (K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) CMAP authorizes such a procedure; or (3) after solicitation of a number of sources, competition is determined inadequate.
 - c. Records: The GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
 - d. No GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
 - e. GOVERNMENTAL BODY certifies that to the best of its knowledge, its sub-grantees have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
10. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.
11. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:
 - a) Based on services performed, GOVERNMENTAL BODY may submit invoices as frequently as once a month, but is required to submit invoices no later than fifteen (15) days after the end of each quarter. Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the GOVERNMENTAL BODY cannot be reimbursed. CMAP is

committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

accounting@cmmap.illinois.gov

- b) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each staff member, any subcontractor invoices that directly relate to the work performed during the invoice period, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the GOVERNMENTAL BODY:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- c) Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the GOVERNMENTAL BODY such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY for the services of this Agreement must be presented to CMAP no later than fifteen (15) days after the end of this Agreement. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments must be transferred electronically to GOVERNMENTAL BODY'S business bank account. The GOVERNMENTAL BODY will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

- 12. **Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement and withhold further payments or prohibit the GOVERNMENTAL BODY from incurring additional obligations of funds pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 12 hereof. CMAP may determine to allow such necessary and proper costs which the GOVERNMENTAL BODY could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.

13. **Termination.**

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that

GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

- c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to GOVERNMENTAL BODY at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of GOVERNMENTAL BODY'S default. If Termination by Default is effected by GOVERNMENTAL BODY, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to GOVERNMENTAL BODY for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by GOVERNMENTAL BODY relating to commitments which had become firm prior to termination.
 - d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, GOVERNMENTAL BODY shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by GOVERNMENTAL BODY in performing this Agreement, whether completed or in process.
 - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
 - f. In the event GOVERNMENTAL BODY must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
14. **Location of Services.** Services to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 4.
15. **Allocation of Agreement Funds.** The GOVERNMENTAL BODY may spend only those funds which will be reimbursed by both CMAP and the Federal government. This Agreement authorizes the GOVERNMENTAL BODY to spend no more than the limit of compensation as identified in Part 5 Compensation for Services in this Agreement. The GOVERNMENTAL BODY is required to provide the local match as outlined in Part 5 Compensation for Services.
16. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
17. **Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
18. **Equal Employment Opportunity.** The GOVERNMENTAL BODY will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the GOVERNMENTAL BODY shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The GOVERNMENTAL BODY shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The

GOVERNMENTAL BODY shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

19. **Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

20. **Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

21. **Prohibited Interest.**

a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project 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 (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.

b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.

c. The GOVERNMENTAL BODY warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

22. **Patents and Copyright Responsibility.**

a. The GOVERNMENTAL BODY agrees that any material or design specified by the GOVERNMENTAL BODY or supplied by the GOVERNMENTAL BODY pursuant to this Agreement shall not infringe any patent or copyright and the GOVERNMENTAL BODY shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the GOVERNMENTAL BODY.

b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the GOVERNMENTAL BODY'S promise as contained in paragraph a of this clause, the GOVERNMENTAL BODY shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.

c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102 or to U.S. Office of Management and Budget Circular No. A-21, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The GOVERNMENTAL BODY shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

23. **Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
24. **Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the GOVERNMENTAL BODY.
25. **Software.** All software, related computer programs, and source code produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP and the GOVERNMENTAL BODY shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.
- CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both CMAP and the GOVERNMENTAL BODY.
26. **Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
27. **Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the GOVERNMENTAL BODY from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP.
28. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
29. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the GOVERNMENTAL BODY'S offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

30. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
31. **Workers' Compensation Insurance.** The GOVERNMENTAL BODY and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
32. **Independent Contractors.** The GOVERNMENTAL BODY'S relationship to CMAP in the performance of this Agreement is that of an independent contractor. The GOVERNMENTAL BODY'S personnel performing work under this Agreement shall at all times be under the GOVERNMENTAL BODY'S exclusive direction and control and shall be employees of GOVERNMENTAL BODY and not employees of CMAP. The GOVERNMENTAL BODY shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
33. **Federal, State and Local Laws.** The GOVERNMENTAL BODY warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
34. **Hold Harmless and Indemnity.** The GOVERNMENTAL BODY shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the GOVERNMENTAL BODY, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
35. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** The GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
36. **International Boycott.** The GOVERNMENTAL BODY certifies that neither the GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
37. **Forced Labor.** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
38. **Assignment.**
- a. This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and the GOVERNMENTAL BODY. Any successor to the GOVERNMENTAL BODY'S rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any

successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.

- a. The GOVERNMENTAL BODY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the GOVERNMENTAL BODY from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

39. Subcontracts.

- a. Any subcontractors or outside associates or contractors required by the GOVERNMENTAL BODY in connection with the services covered by this Agreement will be subject to the approval of CMAP. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.
- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

Part 3: Federal Conditions of Approval

- 1) Standard Assurances. The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. All contracts, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.

- 2) Lobbying.

- d. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- e. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

- f. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
 - g. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
 - h. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by GOVERNMENTAL BODYs regarding this certification to Grantor.
 - i. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- 3) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a. The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - b. The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
 - c. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - d. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
 - e. The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
 - f. The Age Discrimination Act (42 USC 6101 *et seq.*).
- 4) Control of Property. The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.
- 5) Cost Principles The GOVERNMENTAL BODY certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E.
- 6) Debarment. The GOVERNMENTAL BODY certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

- 7) Audit Requirements. The GOVERNMENTAL BODY shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).
- a. Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
 - b. Single audit. If A non-Federal entity expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
 - c. Financial Statement Audit. A non-Federal entity that expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.
 - d. Performance Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.
- 8) Drug Free Workplace. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 9) Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements

supported with Federal assistance derived from the U.S. DOT. CMAP's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

- 10) Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
- a. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
 - b. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.
- 11) Davis-Bacon Act. To the extent applicable, the GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
- 12) Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).

As required by OMB, the GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - i. Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex

- in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - v. The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - vi. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - vii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - viii. Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - ix. Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
6. Any other nondiscrimination statute(s) that may apply to the project.
- i. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
7. Will comply with all federal environmental standards applicable to the project, including but not limited to:
- i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - ii. Notification of violating facilities pursuant to Executive Order 11738;
 - iii. Protection of wetlands pursuant to Executive Order 11990;
 - iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
 - vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
 - vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - ix. GOVERNMENTAL BODY will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
 - x. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system; and Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
- 13) Will comply with all other federal statutes applicable to the project, including but not limited to:
- a. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY:
 - i) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
 - ii) has the necessary legal authority under State and local laws and regulations to comply with:

The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property

- Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR 24.4, and
- iii) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - iv) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - v) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1. Displaced families or individuals, and
 - 2. Displaced corporations, associations, or partnerships,
 - vi) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1. Displaced families and individuals, and
 - 2. Displaced corporations, associations, or partnerships,
 - vii) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - viii) GOVERNMENTAL BODY:
 - 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - ix) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
 - xi) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
 - xii) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
 - xiii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
 - xiv) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
 - xv) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
 - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and
 - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
 - xi. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - xii. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - xiii. Executive Order 11593, which relates to identification and protection of historic properties;
 - xiv. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
 - xv. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of

- assistance;
 - xvi. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
 - xvii. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
 - xviii. Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
 - b. GOVERNMENTAL BODY will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- 14) Energy Conservation. To the extent applicable, the GOVERNMENTAL BODY and its third party Contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq.*
 - 15) Bribery. The GOVERNMENTAL BODY certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
 - 16) Clean Air and Clean Water Act. The GOVERNMENTAL BODY certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).
 - 17) Bid Rigging. The GOVERNMENTAL BODY certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
 - 18) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
 - 19) Education Loan. GOVERNMENTAL BODY certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).
 - 20) Eligibility For Employment In The United States. The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.
 - 21) Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
 - 22) Dues and Fees. The GOVERNMENTAL BODY certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 22) Pro-Children Act. The CONTACTOR certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 23) Motor Voter Law. The GOVERNMENTAL BODY certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- 24) Health Insurance Portability Act. The GOVERNMENTAL BODY certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- 25) Criminal Convictions. The GOVERNMENTAL BODY certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 26) Illinois Use Tax. The GOVERNMENTAL BODY certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 27) Environmental Protection Act Violations. The GOVERNMENTAL BODY certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 28) Goods From Child Labor Act. The GOVERNMENTAL BODY certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).
- 29) Federal Funding Accountability and Transparency Act of 2006. The GOVERNMENTAL BODY certifies that it is in compliance with the terms and requirements of 31 USC 6101
- 30) False Or Fraudulent Statements Or Claims. The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CMAP in connection with this Agreement, CMAP reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as CMAP may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.
- 31) Changed Conditions Affecting Performance. The GOVERNMENTAL BODY shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- 32) Third Party Disputes Or Breaches. The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FTA or U.S. DOT and the CMAP of any current or prospective major dispute pertaining to a third party contract. If the GOVERNMENTAL BODY seeks to name CMAP as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party

recovery. Unless permitted otherwise by the CMAP, the GOVERNMENTAL BODY will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the CMAP's immunity to suit.

- 33) Fly America. The GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- 34) Non-Waiver. The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- 35) Preference for Recycled Products. To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- 36) Cargo Preference. Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- 37) Performance measurement. The GOVERNMENTAL BODY must relate financial data of this AGREEMENT to its performance accomplishments. Further, the GOVERNMENTAL BODY must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- 38) Project closeout. Pursuant to CFR Part 200.343 thru 200.345, the GOVERNMENTAL BODY must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the GOVERNMENTAL BODY agrees that the project should then be closed no later than 360 days after receipt and acceptance by CMAP of all required final reports.
- 39) Certification Regarding Annual Fiscal Reports or Payment Vouchers. The GOVERNMENTAL BODY agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the GOVERNMENTAL BODY, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

All of the requirements listed in Part 3, paragraphs 1 through 39 apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Part 4: Scope of Work/Responsibilities

FY 2024 Planning Liaison Scope of Services

The Planning Liaison (PL) Program is funded with Federal Metropolitan Planning funds, as allocated in the Unified Work Program (UWP). Local matching funds are provided by each local Council. The PL Program receives Core Supplemental funds to assist CMAP, as the Metropolitan Planning Organization for the Chicago region, in meeting Federal transportation planning requirements including development of a Long Range Transportation Plan, Transportation Improvement Program, and Congestion Management System. The PL Program includes five general task areas described below that will be completed using the Core Supplemental budget as allocated in the FY 2024 UWP.

Deliverable	Completion Timeline	Comment
Quarterly report	Q1, Q2, Q3, Q4	Narrative and fund expenditures
Annual report	Q4	

Communication & Public Involvement

The PL program will be the basic communication link between CMAP and the suburban mayors. PL staff will attend CMAP Transportation Committee, MPO Policy Committee, CMAP Board, and other relevant meetings and provide information about CMAP transportation policies, programs and initiatives to local officials and stakeholders, will provide feedback regarding those issues to the CMAP staff, committees and Board and will ensure that CMAP is apprised of regional and sub-regional issues of importance to their communities. PLs will be responsible for keeping their Council membership updated with information through an email newsletter.

The PL program will actively work to assist CMAP staff with the implementation of ON TO 2050 through participation in the CMAP committee structure, facilitation of meetings and events, and distribution of information throughout the sub-regional areas. The PL staff are encouraged to use the CMAP developed Partner Toolkits to help with the distribution of information in Council newsletters and emails.

In accordance with federal metropolitan planning regulations, as an extension of the MPO, the councils shall provide the public with a reasonable opportunity to be involved in the transportation planning process. As such, the PL program will be responsible for conveying information about council transportation activities to council members and the general public via either a council website or the CMAP website. At a minimum, an up-to-date meeting calendar, meeting agendas and attachments, minutes of past meetings, and information regarding the council's STP program development and current status should be available in a timely manner and format that allows for reasonable public access to the decision-making process.

Deliverable	Completion Timeline	Comment
Calendar of council meetings	Q3 with updates as needed	For distribution to council members and interested parties and posting on the council website/web page(s)
Council meeting agendas, materials, and minutes	As needed per council schedule	For distribution to council members and interested parties and posting on the council website/web page(s)
Council website/web pages	Ongoing	For public access
Council newsletters and emails	Ongoing	For distribution to council members and interested parties and posting on the council website/web page(s)

Regional Planning Support and Technical Assistance

The PL program will provide staff assistance as part of the ON TO 2050 comprehensive regional planning effort. This includes being involved in the CMAP committee structure and providing technical and other support to help achieve CMAP objectives. The PL staff will participate in and provide input on local planning initiatives as well as regional and sub-regional planning efforts surrounding the Transportation Improvement Program, Congestion Management System, and ON TO 2050. The PL

Rev. 6/30/2022

staff will represent the interests of the sub-regional councils when attending and participating in advisory groups, committees, and public meetings for regional or sub-regional planning efforts, and regionally significant projects.

The PL program will support the development and implementation of CMAP's Local Technical Assistance (LTA) program, the RTA's Community Planning program, *Invest in Cook*, and similar programs by providing program and funding opportunity information to local agencies, facilitating outreach efforts, assisting CMAP, the RTA, or other program sponsors with the assessment of applications, and facilitating communication with project sponsors during the implementation of projects.

The PL program shall maintain a high level of expertise on transportation planning topics by attending and actively participating in required local and regional trainings, meetings, and conferences. PL staff shall participate in periodic CMAP Planning Liaison Trainings as they are scheduled. Participation in state, and national training, meetings, and conferences is also both allowable and encouraged. The PL program is encouraged to participate in continuing education activities including, but not limited to, , CMAP's LTA, CMAQ, TAP, STP Shared Fund and other funding program information and training sessions, IDOT program administration and forms and processes training, and IDOT and state of Illinois GATA training, and may also include the annual IDOT Fall Planning Conference, the annual John Noel Public Transit Conference, IML meetings and conferences, FHWA and FTA training offered through NTI, and meetings and conferences by professional organizations such as APA, ITE, ASCE, AASHTO, NARC, and others. PL staff shall encourage appropriate local government participation in the same, and shall communicate procedural changes, new or updated regulations, and other appropriate information from these sessions to local government and transportation partners.

The PL program will provide technical support and assistance regarding transportation issues to CMAP and local governments. It will provide data and analysis regarding issues of importance to regional or sub-regional agencies. To that end, the PL program will assist in the collection of data for the annual obligation report by collecting local transportation obligations as well as assisting with coordination of training to assist all of the region's municipalities in implementing and improving asset management systems. The PL program will work with CMAP to provided technical assistance to connect lower capacity municipalities with partnership opportunities with other local government or agencies.

Deliverable	Completion Timeline	Comment
Program and funding information for Council members	Ongoing	For distribution to council members and interested parties and posting on the council website/web page(s)
Distribute training opportunity announcements	As needed	For distribution to council members and interested parties in newsletters and/or emails
Summaries of meetings, conferences, trainings, procedural changes, new or updated regulations, and other appropriate information	As needed	For distribution to council members and interested parties in newsletters and/or emails

Program Development – Surface Transportation Program

The PL program will support the region's programming and management methods for the local Surface Transportation Program (STP) while managing the implementation of existing programs developed in prior years. PL staff shall actively participate in the implementation of Active Program Management (APM) policies for the shared fund and local programs, data collection for determination of funding distribution, and other related activities by attending STP project selection committee meetings, participating in PL and other meetings, facilitating presentations at sub-regional council meetings or events, and soliciting local government feedback and communicating that feedback to CMAP and the STP project selection committee. Discussions and actions on the programming and use of federal funds, including those that occur at individual Council meetings, must take place at open to public meetings with the opportunity for public comment.

In accordance with the agreement between the Council of Mayors and Chicago Department of Transportation regarding the distribution and active program management of locally programmed STP, the PL program shall implement local council STP methodologies that incorporate the APM policies and regional priorities, with support from CMAP staff and the STP project selection committee, and shall complete calls for local projects according to the schedule included in the region's APM policies. Where required in local methodologies, PL and Council staff shall develop materials and conduct training sessions for local project sponsors seeking STP funding. Per STP APM policies, staff recommended active and contingency programs shall be developed and released for public comment. Local methodologies are required to be posted on individual Council websites and/or the CMAP website and changes to those methodologies must be developed through an open and transparent process that includes reasonable opportunity for public participation.

Deliverable	Completion Timeline	Comment
Staff recommended active and contingency programs	Q1	Posted to council and/or CMAP website
Summary of public comments on the local program and responses to those comments	Q2	Posted to council and/or CMAP website
Approved local STP active and contingency programs and associated TIP amendments	Q2	Programs posted to council and/or CMAP website and TIP amendments completed via eTIP

Program Monitoring and Active Program Management

The PL program will work with local officials, regional, state and federal agencies and consultants to ensure the timely, efficient and effective implementation of transportation projects from the project scoping phase through project completion and close out. This will include providing regular project status reports and attending coordination meetings with CMAP and IDOT staff for all locally sponsored projects, at least semi-annually, and more often when requested. The PL program will be responsible for Active Program Management for locally sponsored projects funded with federal Surface Transportation Block Grant (STP), Congestion Mitigation and Air Quality (CMAQ), Transportation Alternatives Program (TAP), Safe Routes to School (SRTS), STP-Bridge, Highway Safety Improvement Program (HSIP), and other federal and state resources awarded to local governments through regional, statewide, or national selection processes.

The PL program is responsible for initiating and updating local projects within the eTIP database accurately and on time, including mapping projects and attaching related documents. Active Program Management of these projects also includes reviewing and submitting to IDOT all project forms completed by local agencies and their representatives. This includes, but is not limited to, Project Program Information (PPI) forms and draft local agency funding and engineering agreements. This requires that planning liaisons produce and submit to CMAP all appropriate TIP changes for locally-sponsored projects in a timely manner to ensure timely processing by IDOT and timely federal authorization, and assisting CMAP, IDOT, and FHWA with ensuring timely invoicing and project close out for locally sponsored projects.

The PL program will be the primary public contact for local government projects in the eTIP database. As such, the PLs are expected to keep abreast of project status and issues, and maintain close contact with local project officials and project teams by facilitating the scheduling of project phase kick-off meetings with IDOT and project sponsors, attending those meetings, FHWA/IDOT project coordination meetings, and other project-related meetings and events.

The PL program will assist local governments with accessing state and federal funds by communicating funding opportunity information and assisting local agencies with the completion of applications. The PL program shall communicate project selection results for federal and state funding programs to council members and shall assist local governments with project initiation, including meeting GATA

requirements. For calls for projects issued through the eTIP database, the PL staff shall review and release to CMAP all complete funding applications.

Deliverable	Completion Timeline	Comment
Local STP program updates	As needed, minimum quarterly	Posted to Council and/or CMAP website
TIP amendments and modifications that ensure complete and updated project information in eTIP	Ongoing and according to CMAP's Master Transportation Schedule and the IDOT Region 1 Letting Schedule	In eTIP database
Complete funding applications for calls for projects issued through the eTIP database	As needed	In eTIP database
Project updates for all locally implemented projects utilizing state and/or federal funding	As needed, minimum semi-annually	Internal and external reports or spreadsheets

Contract, Administrative and General Support

The PL Program requires extensive coordination with numerous agencies at all levels of government. The PL requires myriad forms of reporting, tracking, administrative and other tasks that are intertwined yet distinct from other deliverable categories. Contract Administrative and General Support will cover any and all tasks pertaining to tracking of activities, billing, and coordination internally and externally with partner agencies. PL will also interact with their supervising agencies such as Counties and COGs pertaining to such matters as is necessary to complete the duties outlined in this scope.

Deliverable	Completion Timeline	Comment
Hours Detail	Quarterly	Tracking hours of each deliverable category

Performance Measure Completion Schedule (New Quarterly Reporting Requirement under BOBs 2832)		
Name of Performance Measure	Quantitative Method of Tracking Progress	Completion Date* (Provide actual dates or quarter in which completed)
Regional Planning Support	Number of CMAP Board, CMAP Transportation, MPO Policy Committee, and Planning Liaison meetings attended quarterly	Q1, Q2, Q3, Q4
Active Program Management of Locally Sponsored Programs	% of TIP changes submitted during open amendments vs. TIP changes submitted between amendments	Q1, Q2, Q3, Q4

Performance Standards (New Quarterly Reporting Requirement under BOBs 2832)		
Name of Performance Measure	Quantitative Method of Tracking Progress	Performance Standards
Regional Planning Support	Number of CMAP Board, CMAP Transportation, MPO Policy Committee, and Planning Liaison	75% attendance of required meetings per Council

	meetings attended quarterly	
Active Program Management of Locally Sponsored Programs	% of TIP changes submitted during open amendments vs. TIP changes submitted between amendments	100% of TIP Changes are submitted during open amendments

Part 5. Compensation for Services/Terms of Agreement

Federal Funds	\$185,862.37	80%
Subtotal	\$185,862.37	
Local Match Provided through State Match	\$46,465.59	20%
Subtotal	<u>\$46,465.59</u>	
CONTRACT TOTAL	<u>\$232,327.96</u>	

- 1) This Agreement is for staff assistance to local officials and to undertake activities in support of transportation planning, programming and management and review by the GOVERNMENTAL BODY.
- 2) The GOVERNMENTAL BODY shall submit to CMAP (1) the line item budget for the Agreement, (2) *Derivation of Effective Hourly Rate* forms for all staff supported under this Agreement, (3) current organizational chart of divisions for all staff supported under this Agreement, (4) resumes of staff supported by this Agreement, (5) copy of GOVERNMENTAL BODY's travel policy (GOVERNMENTAL BODY's travel policy must be approved by CMAP prior to start of Agreement, otherwise the CMAP travel policy will then be enforced) and (6) resolution of the GOVERNMENTAL BODY's approval of the Planning Liaison Scope of Services and budget.
- 3) The GOVERNMENTAL BODY shall submit to CMAP documentation of any changes to the GOVERNMENTAL BODY's personnel, effective hourly rates, maximum hours per person and maximum expenditure per budget category including the effective date and approval date of said changes. In addition, changes to parameters specified in this Agreement are subject to CMAP procedures.
- 4) The GOVERNMENTAL BODY shall employ qualified personnel to undertake the activities outlined in the Scope of Services. The GOVERNMENTAL BODY will utilize procedures recognized by CMAP for hiring personnel, including complete documentation of the steps leading to the selection of the personnel.
- 5) The GOVERNMENTAL BODY may shall submit invoices to CMAP as frequently as monthly, but not less than quarterly. **The final invoice, which is due no later than July 15, 2024 or fifteen (15) days after the end of this Agreement.** The GOVERNMENTAL BODY shall submit separate invoices for the activities subject to 20% local match and the activities subject to 50% local match. Invoice submittals shall be based on the latest *Effective Hourly Rates* submitted to CMAP, multiplied by the hours worked on eligible activities and the eligible expenses incurred by the GOVERNMENTAL BODY during the subject month. The GOVERNMENTAL BODY will submit such back up documentation as required by CMAP, including timesheets indicating eligible hours worked and leave time (sick, holiday, vacation, etc.) and receipts for eligible expenditures and updates to the expenditure spreadsheet. Calculations of staff time and direct and indirect costs shall track directly to the signed invoice voucher. Signatures of the staff performing the activities are required on timesheets verifying which hours are eligible for reimbursements.
- 6) The following statement is required on the Invoice Voucher:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. ([U.S. Code Title 18, Section 1001](#) and Title 31, Sections [3729-3730](#) and [3801-3812](#)).

This statement shall be followed by the signature of the person in the local agency or conference who is authorized to make such assurances. All of the monthly invoices for the fiscal year are subject to year-end deadlines as outlined in Part C General Conditions of Approval.

- 7) CMAP shall review said monthly invoices and back up documentation for accuracy, completeness and conformance to the Agreement and budget information on file. CMAP will contact the GOVERNMENTAL BODY if there are deficiencies. If all documents are in order, CMAP will approve the invoice and forward it for reimbursement to the appropriate funding agency.
- 8) The personnel of the GOVERNMENTAL BODY shall attend planning liaison meetings and shall provide a quarterly written report on progress to CMAP.
- 9) The GOVERNMENTAL BODY may submit an annual report at the conclusion of the contract.
- 10) The GOVERNMENTAL BODY will be liable for fulfillment of the Scope of Services. CMAP will notify the GOVERNMENTAL BODY in a timely manner of any deficiencies of the GOVERNMENTAL BODY personnel regarding completion of required activities and other related issues. CMAP reserves the right to decline a contract with deficient GOVERNMENTAL BODY personnel.
- 11) CMAP will schedule and conduct an annual review of the PL Program and the services provided by GOVERNMENTAL BODY personnel. Meeting participants will include but are not limited to CMAP and GOVERNMENTAL BODY and other supervisors as deemed appropriate.

Part 6. FTA CERTIFICATION REGARDING LOBBYING

FTA CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [GOVERNMENTAL BODY] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The GOVERNMENTAL BODY, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the GOVERNMENTAL BODY understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of GOVERNMENTAL BODY's Authorized Official

Date

Name and Title of GOVERNMENTAL BODY's Authorized Official:

PART 7: Agreement Award Notification of Federal Funds

Amount of Federal funds: \$185,862.37

Federal Award Identification Number (FAIN): JJWC(657)

Name of Project: 3-C Planning Agreement (Operating Agreement)

CFDA Number, Federal Agency, Program Title: 20.205, Federal Highway Administration, Illinois Highway Planning and Construction

CFSA Name and Number: Metropolitan Planning Program, 494-00-1009/1437

SAIN: 1009-33511

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133/2 CFR Section 200.51(c)(4)

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133/2 CFR Section 200.51(c)(4) applies to your organization, submit the certification or a copy of your OMB A-133/2 CFR Section 200.51(c)(4) single audit to CMAP at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO CMAP WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4), *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$750,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4). The Chicago Metropolitan Agency for Planning (CMAP) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by CMAP. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133/2 CFR Section 200.51(c)(4) and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to CMAP on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 (or the current OMB Circular A-133/2 CFR Section 200.51(c)(4) qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4) and submit a copy of the report to CMAP within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

This is an annual requirement for every year in which you expended funds for this project.

2. If your agency did not expend \$750,000 (or the current OMB Circular A-133/2 CFR Section 200.51(c)(4)) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for projects costs and were not required to conduct a single audit, you must complete and return the certification statement.

This is an annual requirement for every year in which you expended funds for this project.

3. If your agency receives multiple awards from CMAP, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133/2 CFR Section 200.51(c)(4) single audit or the Single Audit Not Required Certification to:

Chicago Metropolitan Agency for Planning
Finance Department, Suite 450
433 West Van Buren Street
Chicago, IL 60607

Attn: Dan Olson

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements)
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4).

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

For your convenience you may also submit this information via email to Dan Olson at DOlson@cmaph.illinois.gov . If you have any questions, please contact Dan Olson at 312-386-8760.

NOTICE

- **Do not submit this certification to CMAP with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. If does not apply to for-profit public or private entities.
- If OMB Circular A-133/2 CFR Section 200.51(c)(4) applies to your organization, this certification or a copy of your OMB Circular A-133/2 CFR Section 200.51(c)(4) single audit must be submitted to CMAP at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ did not expend \$750,000 or more in federal awards in our fiscal year _____ and was not required to have a single audit conducted.

Signature

Title

Subrecipient Contact Information

Subrecipient: _____

Contact Person: _____ Title: _____

Address: _____ Phone No. _____

Fax No. _____

Fiscal Year End: _____

Email address: _____

Attachment 2

Electronic Billing Information

Transfer of funds must be made electronically. GOVERNMENTAL BODY certifies to the following information:

Bank Name: _____

Telephone No.: _____

Account No.: _____

Bank ACH Routing No.: _____

GOVERNMENTAL BODY email address for confirmation:

Return this completed form to:

Finance Department
Chicago Metropolitan Agency for Planning
433 West Van Buren Street, Suite 450
Chicago, IL 60607

SS.

RESOLUTION NO. TMP-23-696

WHEREAS, the Illinois Department of Commerce and Economic Opportunity ("DCEO"), is the designated administrator of certain state of Illinois funds and is authorized to award grants to qualified applicants therefrom; and

WHEREAS, DCEO is further authorized to expend funds that will provide for state reimbursement for County expenditures for a portion of the Kane County Highway No. 34 (Randall Road) at Kane County Highway No. 21 (Big Timber Road) intersection improvements project; and

WHEREAS, DCEO is permitted to make and execute all contracts and other instruments necessary or convenient in the exercise of its authority.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a grant agreement for state provided funding for the Randall Road at Big Timber Road Intersection Improvement is hereby approved and the County Board Chair is hereby authorized to execute a grant agreement on behalf of the County of Kane with the DCEO therefor.

Passed by the Kane County Board on June 13, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Grant Agreement Between the State of Illinois Department of Commerce and Economic Opportunity and the County of Kane for Randall Road at Big Timber Road Intersection Improvements

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

Attached is a grant agreement with the State of Illinois Department of Commerce and Economic Opportunity that will provide for state reimbursement towards a portion of the intersection improvements on the Randall Road at Big Timber Road project. The state is providing \$400,000 for the improvements and the funding does not require a local match.

Staff recommends approval.

GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

AND

County of Kane

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 607 E Adams St, Springfield, IL 62701, and County of Kane (Grantee), with its principal office at 41W011 Burlington Rd, St Charles, IL 60175-8412, and payment address (if different than principal office) at N/A, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. **DUNS Number; SAM Registration; Nature of Entity.** Under penalties of perjury, Grantee certifies that **945248565** is Grantee's correct DUNS Number; JDR6EZ6HML25 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and **366006585** is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed **\$400,000.00** of which **\$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1960 and the CSFA Name is Site Improvements. The State Award Identification Number is 1960-39233.

1.4. Term. This Agreement shall be effective on **01/01/2023** and shall expire on **12/31/2023** (the "Term"), unless terminated pursuant to this Agreement.

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

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

**ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY**

COUNTY OF KANE

By: _____
Signature of Kristin A. Richards, Director

By: _____
Signature of Authorized Representative

Date: _____

By: _____
Signature of Designee

Printed Name: Corinne Pierog

Printed Title: Board Chair

Date: _____

Email: cpierog@kanecoboard.org

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Other Approver

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

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

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

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

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

ARTICLE III DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor’s Office of Management and Budget.

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

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

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

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

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

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

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

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

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

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

"Program" means the services to be provided pursuant to this Agreement.

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

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

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

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

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

ARTICLE IV PAYMENT

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

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

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

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

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

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

4.7. Interest.

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

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

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

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

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

Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

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

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

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

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

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

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

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

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

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

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

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

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

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

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

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

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

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 10 of 46

costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 11 of 46

debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

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

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

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

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

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

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

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

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

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

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 12 of 46

respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

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

ARTICLE XI LOBBYING

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

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this

Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 14 of 46

warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 200.208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. **Close-out Reports.**

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

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

13.3. **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. **Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 15 of 46

no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost; and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.211.

ARTICLE XV AUDIT REQUIREMENTS

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

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

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

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the audit.

(d) CYEFRs shall follow a format prescribed by Grantor.

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 16 of 46

issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

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

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

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

15.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

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

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

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

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

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

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

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

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

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

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

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

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

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

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

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

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

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

ARTICLE XXII EQUIPMENT OR PROPERTY

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

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

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

obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

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

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV INSURANCE

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

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

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

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

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

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

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall
State of Illinois
GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22
Page 24 of 46

be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

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

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

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EXHIBIT A

PROJECT DESCRIPTION

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

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

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing essential public services to residents of the Kane County.

Grant funds will be utilized for a portion of the costs associated with improvements to the Grantee-owned intersection at Randall Road and Big Timber Road in Elgin, IL. Grant funds will be used for bondable activities including: the widening of Randall Road from 2 to 3 lanes from Capital Street to the Claude Hanson Bridge; the addition of a second left turn lane from Randall Road north onto Big Timber Road west; realignment of the intersection skew to improve sightlines for turning movements; and a new sidewalk connection in the northeast quadrant of the intersection, connecting the Big Timber Metra Station with Advocate Sherman Hospital. The intersection has been a relatively high peak congestion location within Kane County and ranks near the top of worst performing locations. At present, there is no pedestrian access from the Big Timber Metra Station to Advocate Sherman Hospital. While there is an existing connection via the Pace 550 Route, the Grantee has received complaints historically about the lack of pedestrian accommodations in the area. The project will help support increased access and travel reliability to a high employment commercial and industrial corridor and regional hospital for tripmakers to the project area, as well as increased access along the Randall Road Corridor and to the Big Timber Metra station for tripmakers from the project area.

Specifically, Grant funds will be used a portion of the “paving/concrete/masonry” costs associated with the purchase and installation of hot-mix asphalt pavement for widening of the roadway, constructing turn lanes, realignment of intersections, and construction of curbs and gutters, and the purchase and installation of concrete for the construction of new sidewalks.

This project will benefit the public by improving congestion, safety, and access to a jobs-rich corridor, as well as filling important sidewalk gaps and enhancing access to non-single occupancy vehicle modes.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

PAYMENT

Grantee shall receive \$400,000.00 under this Agreement.

Enter specific terms of payment here:

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

Reimbursement

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

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

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

GRANTOR CONTACT

Name: Alex Fuller
 Title: Grant Manager
 Address: 607 E Adams St
 Springfield, IL 62701
 Phone: 217-782-9988
 TTY#: (800) 785-6055
 Fax#: N/A
 Email Address: Alex.Fuller@Illinois.gov

GRANTEE CONTACT

Name: Jaqueline Forbes
 Title: Chief of Planning and Programming
 Address: 41W011 Burlington Rd
 St Charles, IL 60175-8412
 Phone: 630-444-3142
 TTY#: N/A
 Fax#: N/A
 Email Address: forbesjackie@co.kane.il.us
 Additional Information:

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

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Boaz Harriott
Email: Boaz.V.Harriott@illinois.gov
Phone: 217-782-9972
Fax#: N/A

Address: 607 E Adams St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

EXHIBIT F

PERFORMANCE STANDARDS

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT G

SPECIFIC CONDITIONS

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

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Merit-Based Review.

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXVIII ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXIX ADDITIONAL MONITORING PROVISIONS

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

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS**

30.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.3 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.3 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.1 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS**

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

**ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (i) Are not presently declared ineligible or voluntarily excluded from contrwith any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 35 of 46

obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XVI herein and any applicable rules.

ARTICLE XXXIII

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

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

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

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

33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 36 of 46

recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.8.

ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a

modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and E**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXV ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

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

ARTICLE XXXVI ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

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

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

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

**ARTICLE XXXVII
APPLICABLE STATUTES**

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

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 39 of 46

manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 *et seq.*).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 *et seq.*) and Personal Information Protection Act (815 ILCS 530 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 40 of 46

Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXVIII ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (ARTICLE XVI), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

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

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PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL REPORT DELIVERABLE SCHEDULE

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

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

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

May 2023

- Quarterly Periodic Financial Report (05/31/2023) - Covering Period of 01/01/2023 - 04/30/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (05/31/2023) - Covering Period of 01/01/2023 - 04/30/2023; Send To: Grant Manager

July 2023

- Quarterly Periodic Financial Report (07/31/2023) - Covering Period of 05/01/2023 - 06/30/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/31/2023) - Covering Period of 05/01/2023 - 06/30/2023; Send To: Grant Manager

October 2023

- Quarterly Periodic Financial Report (10/30/2023) - Covering Period of 07/01/2023 - 09/30/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2023) - Covering Period of 07/01/2023 - 09/30/2023; Send To: Grant Manager

January 2024

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

February 2024

- End of grant Closeout Financial Report (02/14/2024) - Covering Period of 01/01/2023 - 12/31/2023; Send To: Grant Manager

- End of grant Closeout Performance Report (02/14/2024) - Covering Period of 01/01/2023 - 12/31/2023; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor’s Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XLI GRANT-SPECIFIC TERMS/CONDITIONS

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

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. Projects Requiring External Sign-offs.

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

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

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

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

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

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

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

41.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

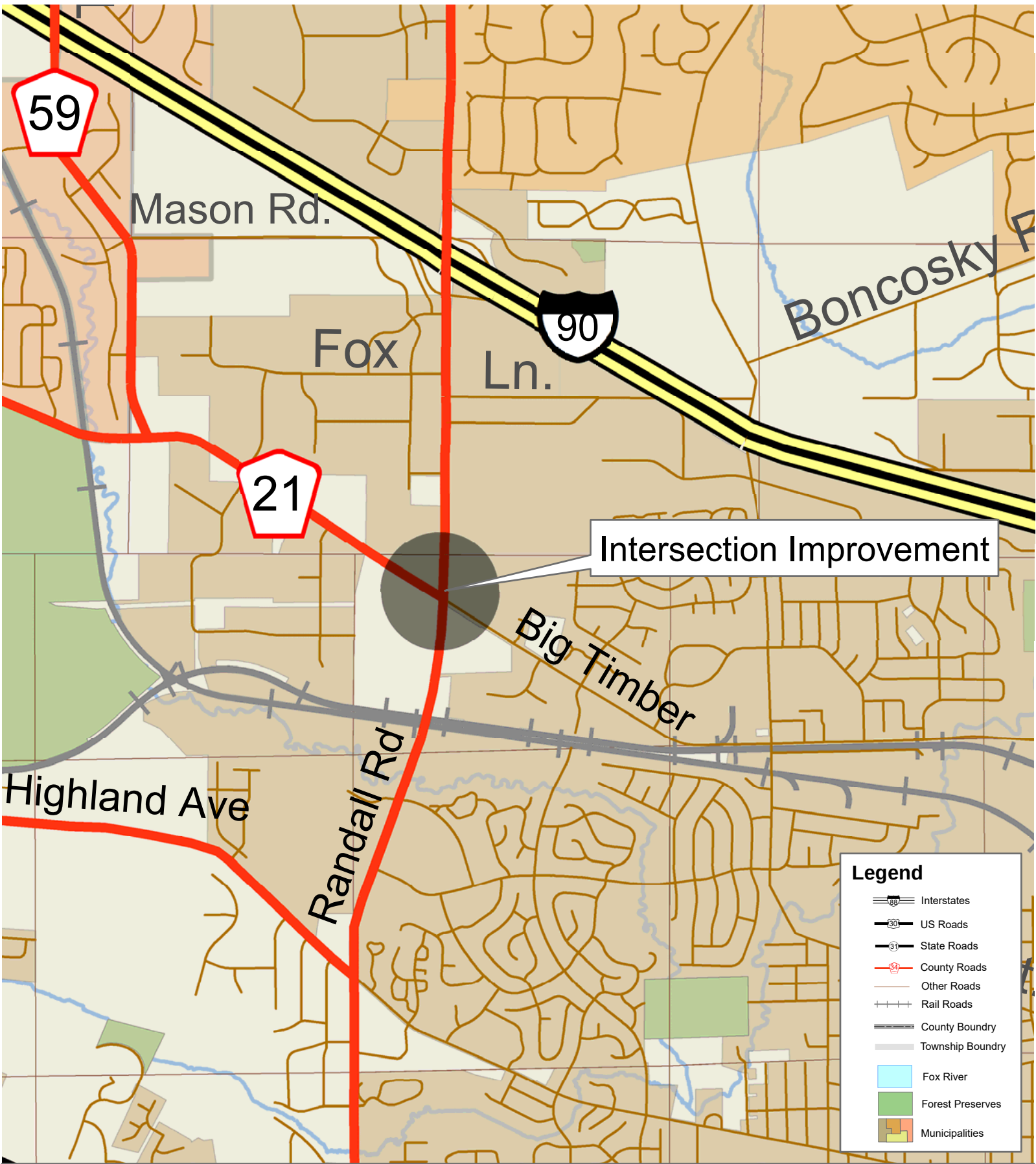
41.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

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

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

ARTICLE XLII BOND FUNDED GENERAL GRANT PROVISIONS

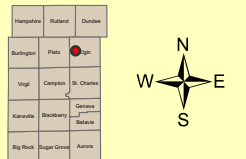
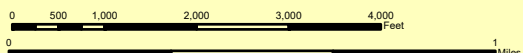
42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

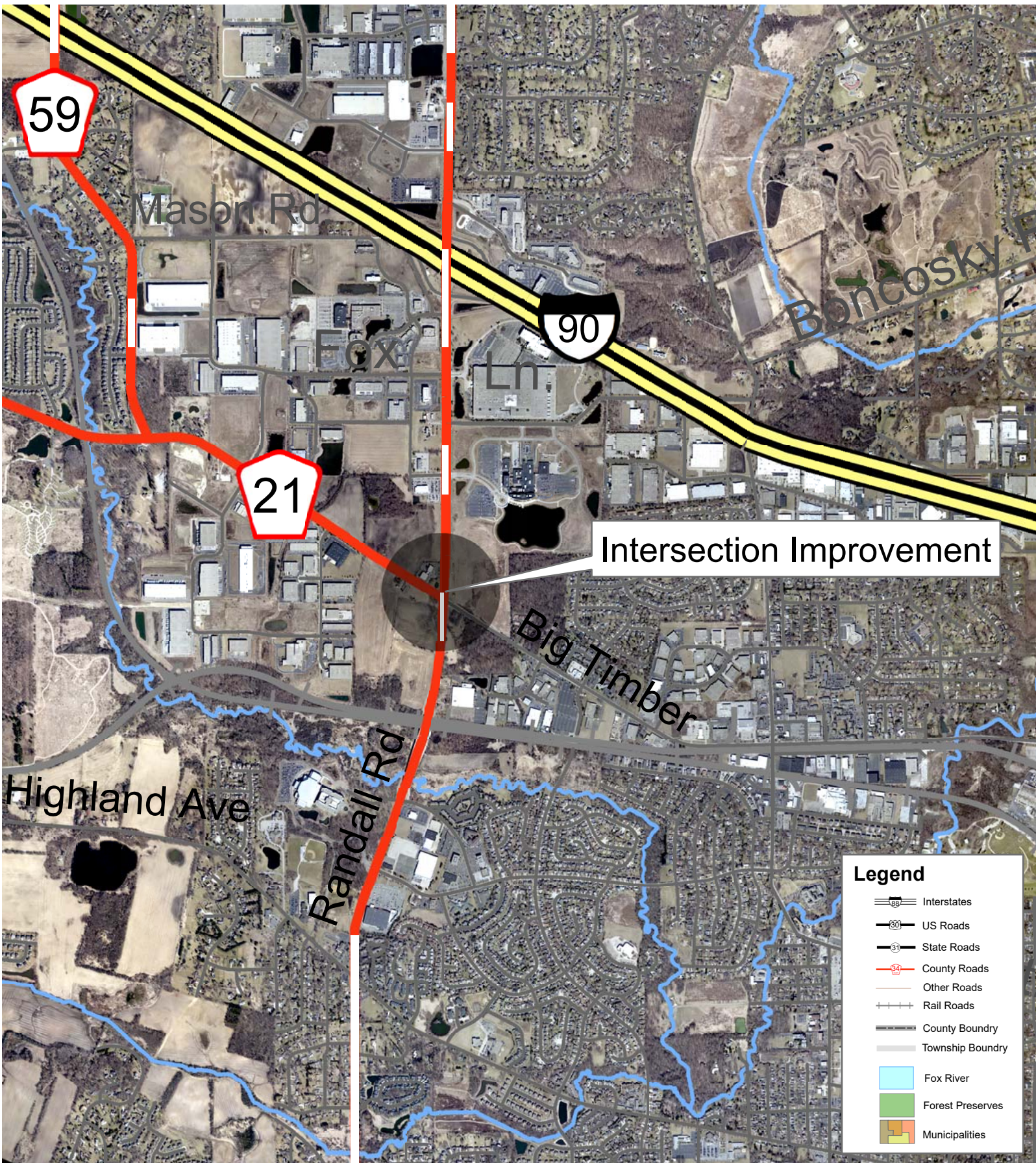


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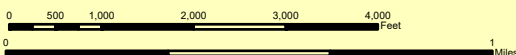
- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Randall Road at Big Timber Road Intersection Improvement





Randall Road at Big Timber Road Intersection Improvement



Interpretive	Railroad	Dorcas
Barrington	Plain	Uph
Village	Campden	St. Charles
Kennett	Blackberry	Genoa
Big Rock	Steger Grove	Altona





RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Grant Agreement Between the State of Illinois Department of Commerce and Economic Opportunity and the County of Kane for Longmeadow Parkway Corridor Project.

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

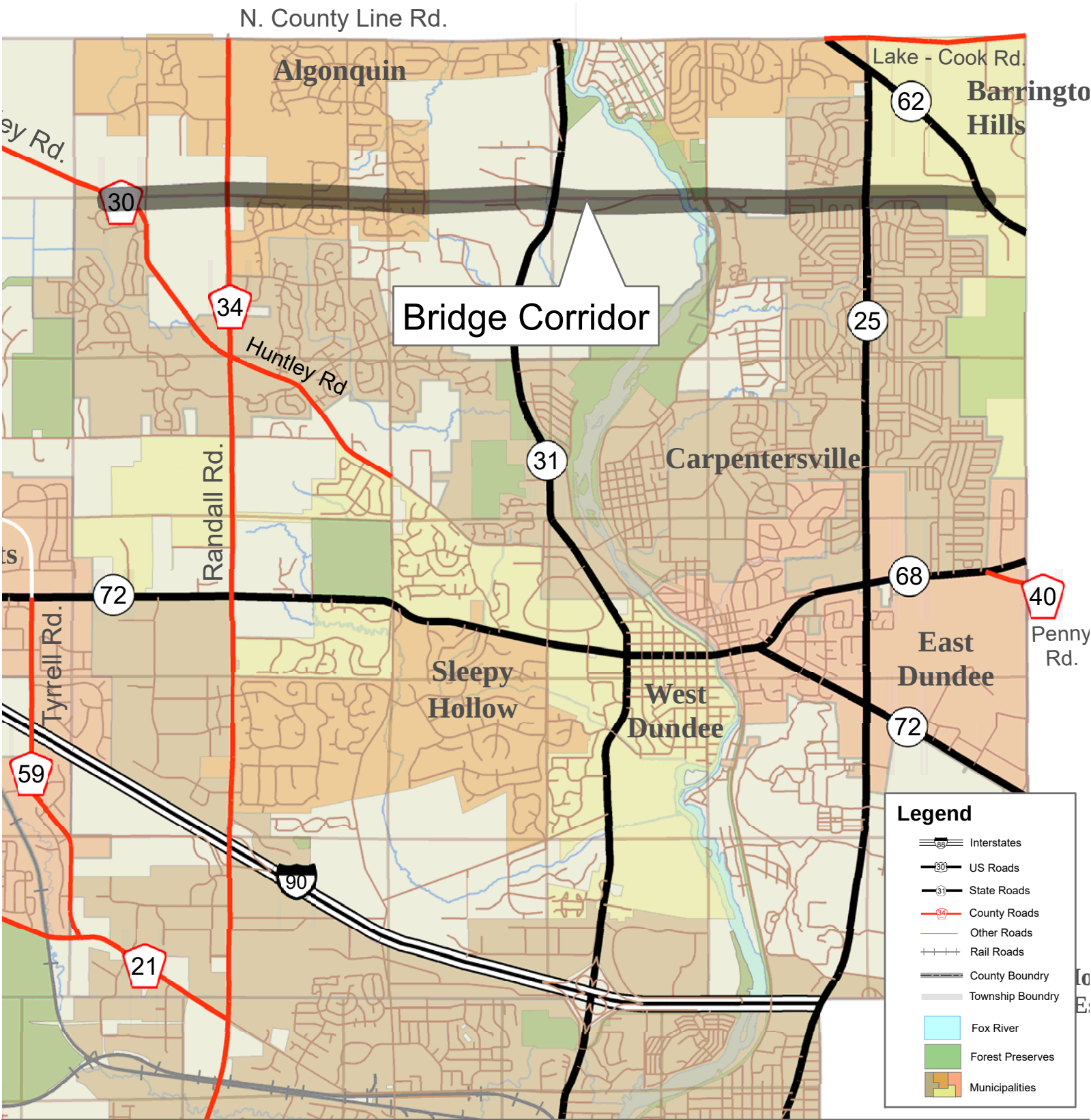
Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

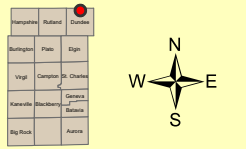
Summary:

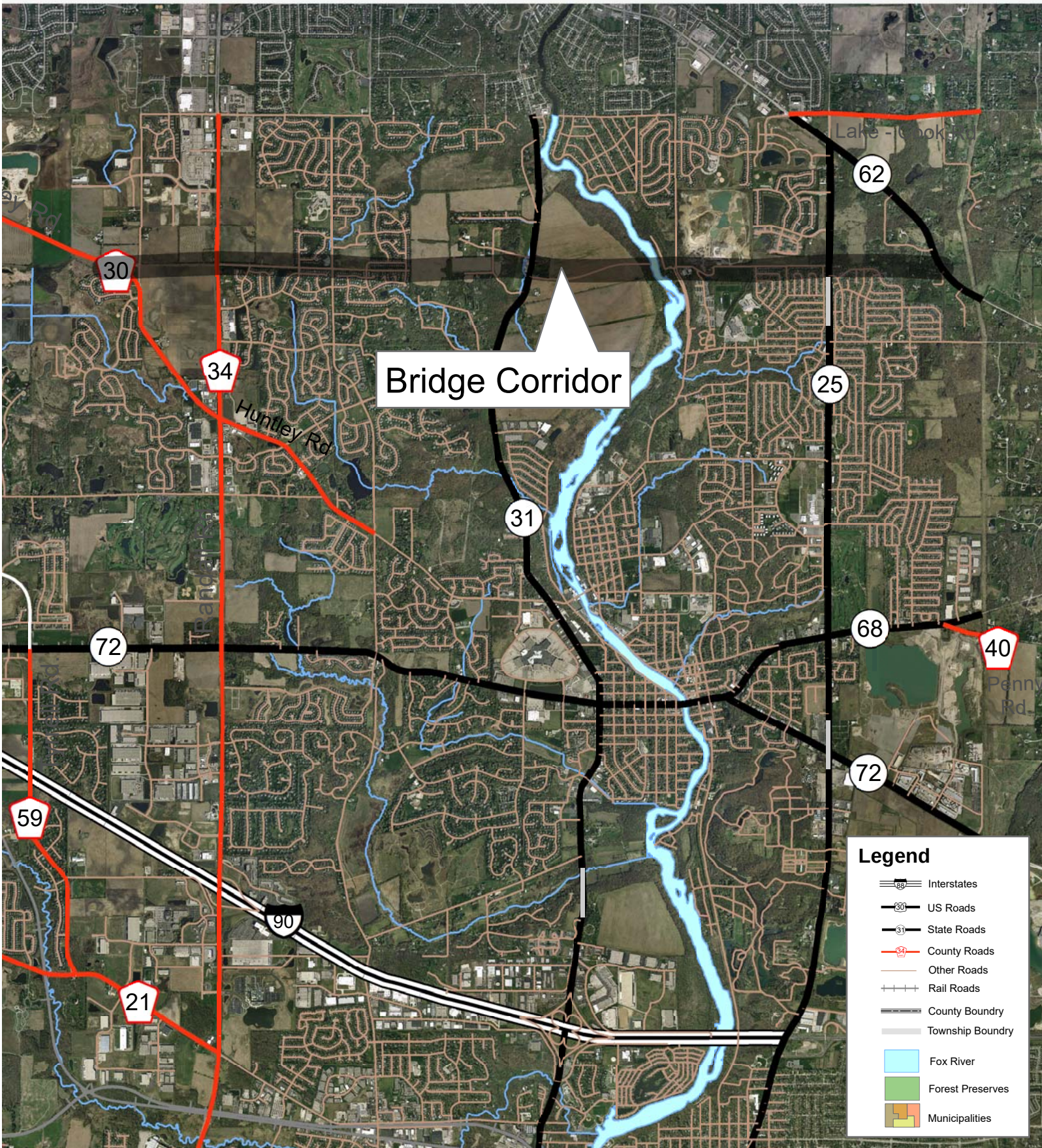
The County will be receiving a grant agreement from the State of Illinois Department of Commerce and Economic Opportunity (DCEO) that will provide for state reimbursement towards a portion of the Longmeadow Parkway Corridor project. The state is providing \$17,500,000 for the improvements and the funding does not require a local match. Due to timing, staff is requesting that the County Board approve executing the agreement once it is received from DCEO and reviewed by the Assistant State's Attorney.

Staff recommends approval.



Section Number 94-00215-01-BR
Longmeadow Corridor





Section Number 94-00215-01-BR Longmeadow Corridor

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

REPORT NO. TMP-23-695

PERMITTING REPORT

KANE COUNTY DIVISION OF TRANSPORTATION

Permitting Department Monthly Report – May 16, 2023

PERMITTING

Attached are spreadsheets showing issued permits for the past year and all open projects (listed by road name) currently in the review stage. Also attached are the comparison graphs for access, utility and moving permits showing the number of permits issued for FY2023 versus FY2022. Below is a list of on-going access permit projects:

1. Orchard Road & Jericho Road southwest quadrant (Ricky Rockets Development, SW quadrant) – Road construction substantially complete for the Jericho Road access points and for the Orchard Road right-in/right-out access point. Improvements associated with the west leg of the Orchard/Rochester intersection are anticipated to begin in 2023.
2. Fabyan Parkway & Kautz Road Extension (City of Geneva) – Design underway for the extension of Kautz Road from IL Route 38 south to Fabyan Parkway. Intersection Design Study complete. Awaiting site plans for review.
3. Randall Road & Longmeadow Parkway (Northpoint Development, SW quadrant) – Road construction is complete for the Longmeadow Parkway right-in/right-out access. Road construction is underway for the east leg of Huntley/Broadsmore, the signalized Randall/Broadsmore access, and the Randall Road RI/RO access at Grandview.
4. Randall Road north of Saddle Club/Auto Mall Drive (Bigger’s Mazda on the former Randy’s Vegetable Stand site) – Design plans approved for conversion of the existing full access to a right-in/right-out access with a right turn deceleration lane. Construction expected in Spring, 2023.
5. Randall Road & Alft Lane (City of Elgin) – Road construction underway for intersection improvements, including dual EB-to-NB left turn lanes and an additional northbound through lane on Randall north of the intersection.
6. Orchard Road at Zepelak Drive/Deerpath Connector Road (between White Oak Drive and Oak Street) – Proposed residential development on the west side of Orchard Road, featuring an access road that connects Deerpath Road to Orchard Road. Design plans are under final review, road construction expected in late Spring, 2023.
7. Fabyan Parkway & Kirk Road (SW quadrant) – Design plans under review for Fabyan Parkway right-in/right-out access and a full access to Kirk Road.
8. Kirk Road & Geneva Drive (east leg) – Traffic study under review for mixed-use development with access at the east legs of Kirk/Geneva and Kirk/Division.
9. Randall Road & IL Route 72 (SE quadrant) – Traffic study and concept site plan under review for a residential development with a proposed right-in/right-out access to Randall Road.
10. Kirk Road & Ice Arena access (east leg) – Traffic study under review for an industrial development with access to Kirk Road/Ice Arena and at Fabyan/Dawn.
11. Randall Road & Corporate (The Enclave) – Mixed use development on the east side of Randall Road in Algonquin. This project will restripe the existing pavement and adjust traffic signals for the new (east) leg of the intersection. Road construction expected in Summer, 2023.

ACCESS CONSIDERATIONS / AGREEMENTS (IN DEVELOPMENT)

1. Fabyan Parkway at Kautz Road – The City of Geneva is designing the extension of Kautz Road from IL Route 38 to Fabyan Parkway.

This report is submitted for information purposes and staff recommends that it be placed on file.

Attachments: Permitting spreadsheets and charts

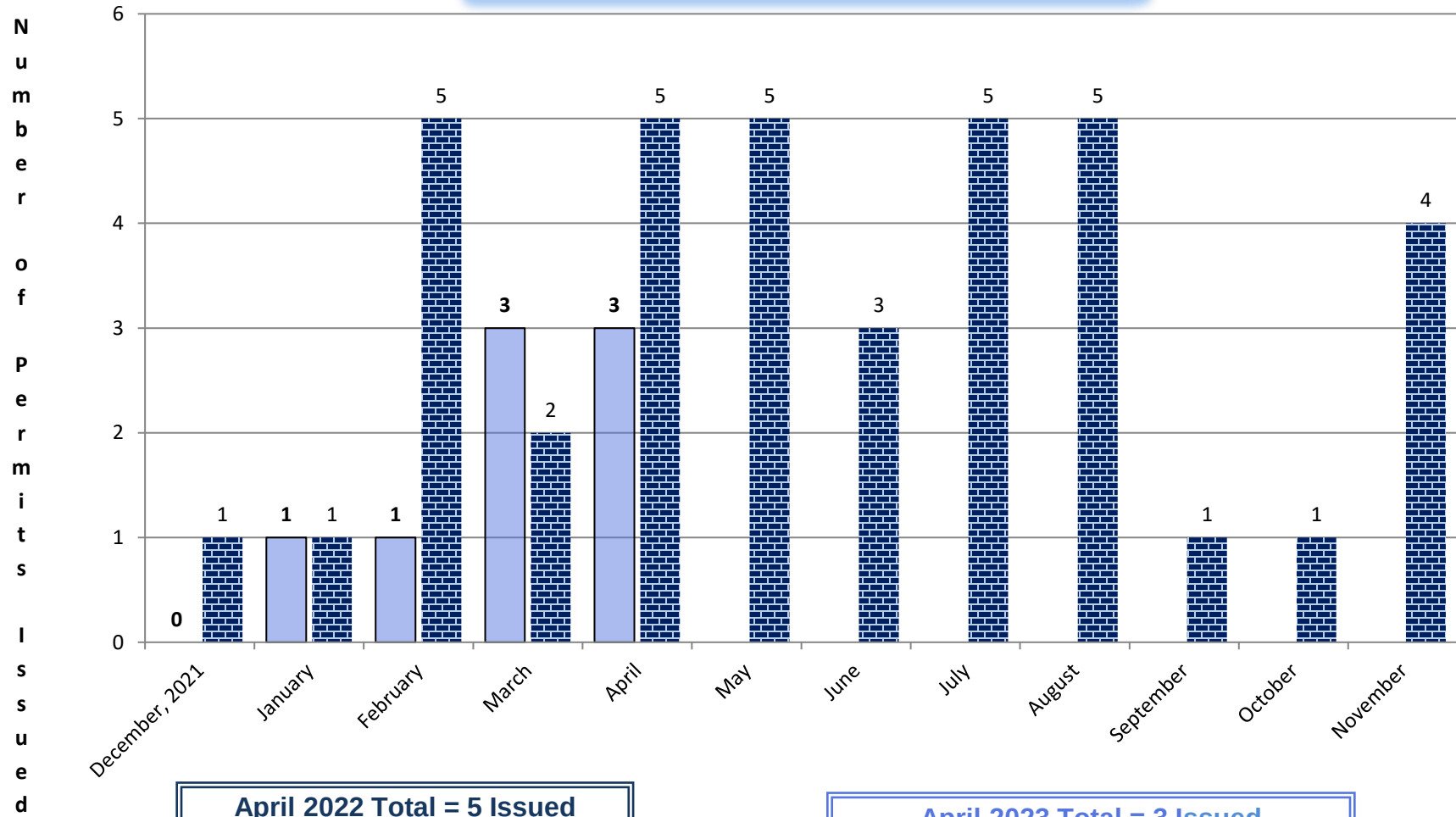
Detailed information available from: Kurt Nika, Assistant Director of Transportation
630-406-7372

FY 2022 (Dec. 2021 thru Nov. 2022)				FY 2023 (Dec. 2022 thru Nov. 2023)			
Month	Access	Utility	Moving	Month	Access	Utility	Moving
December, 2021	1	14	220	December, 2022	0	9	465
January	1	23	179	January	1	7	145
February	5	12	254	February	1	9	120
March	2	26	252	March	3	9	185
April	5	23	339	April	3	7	281
May	5	22	424	May			
June	3	21	435	June			
July	5	18	358	July			
August	5	19	397	August			
September	1	6	367	September			
October	1	15	416	October			
November	4	12	356	November			
Total thru April 2022	14	98	1244	Total thru April 2023	8	41	1196
YTD Change %				- 43 %	- 58 %	- 4 %	

Issued Permits

Fiscal Year 2022 PERMITS ISSUED FY 2021 REVENUE \$ COLLECTED															
Month	Utility	Temp	Major	Minimum	Detour	Events	Ag	R.O.W.	Subdivison	Water Draw	Stormwater	Moving	MP-TWP	Moving \$	Access \$
Dec. 2021	14	0	0	0	0	0	0	1	0	0	0	206	14	\$15,560.00	\$11,450.00
Jan. 2022	23	0	0	0	0	1	0	0	0	0	0	164	15	\$12,285.00	\$19,600.00
Feb	12	1	0	1	0	0	0	3	0	0	0	225	29	\$15,800.00	\$8,400.00
Mar	26	1	0	0	0	0	0	1	0	0	0	227	25	\$14,945.00	\$26,700.00
Apr	23	2	0	1	0	1	1	0	0	0	0	310	29	\$21,860.00	\$23,400.00
May	22	2	0	0	0	2	0	1	0	0	0	379	45	\$24,675.00	\$14,300.00
June	21	0	1	0	0	1	0	0	0	1	0	374	61	\$27,455.00	\$240,547.00
July	18	0	1	0	0	1	1	2	0	0	0	315	43	\$22,715.00	\$14,850.00
Aug	19	0	2	0	0	1	0	2	0	0	0	352	45	\$23,765.00	\$17,400.00
Sept	6	0	1	0	0	0	0	0	0	0	0	322	45	\$22,765.00	\$18,150.00
Oct	15	0	0	0	0	0	0	1	0	0	0	370	46	\$26,910.00	\$10,050.00
Nov	12	0	1	1	0	0	1	1	0	0	0	287	69	\$20,440.00	\$9,150.00
Total thru April 2022	98	4	0	2	0	2	1	5	0	0	0	1132	112	\$80,450.00	\$89,550.00
Fiscal Year 2023 PERMITS ISSUED FY 2021 REVENUE \$ COLLECTED															
Month	Utility	Temp	Major	Minimum	Detour	Events	Ag	R.O.W.	Subdivison	Water Draw	Stormwater	Moving	MP-TWP	Moving \$	Access \$
Dec. 2022	9	0	0	0	0	0	0	1	0	0	0	411	54	\$26,725.00	\$16,100.00
Jan. 2023	7	0	0	0	0	0	0	1	0	0	0	124	21	\$13,765.00	\$9,300.00
Feb	9	0	0	0	0	0	0	1	0	0	0	101	19	\$9,510.00	\$16,450.00
Mar	9	1	1	0	0	0	0	1	0	0	0	153	32	\$11,990.00	\$8,150.00
Apr	7	1	1	0	0	1	0	0	0	0	0	252	29	\$22,825.00	\$12,600.00
May															
June															
July															
Aug															
Sept															
Oct															
Nov															
Total thru April 2023	41	2	2	0	0	1	0	4	0	0	0	1041	155	\$84,815.00	\$62,600.00

Access/ROW Permit Comparison Chart



April 2022 Total = 5 Issued

April 2023 Total = 3 Issued

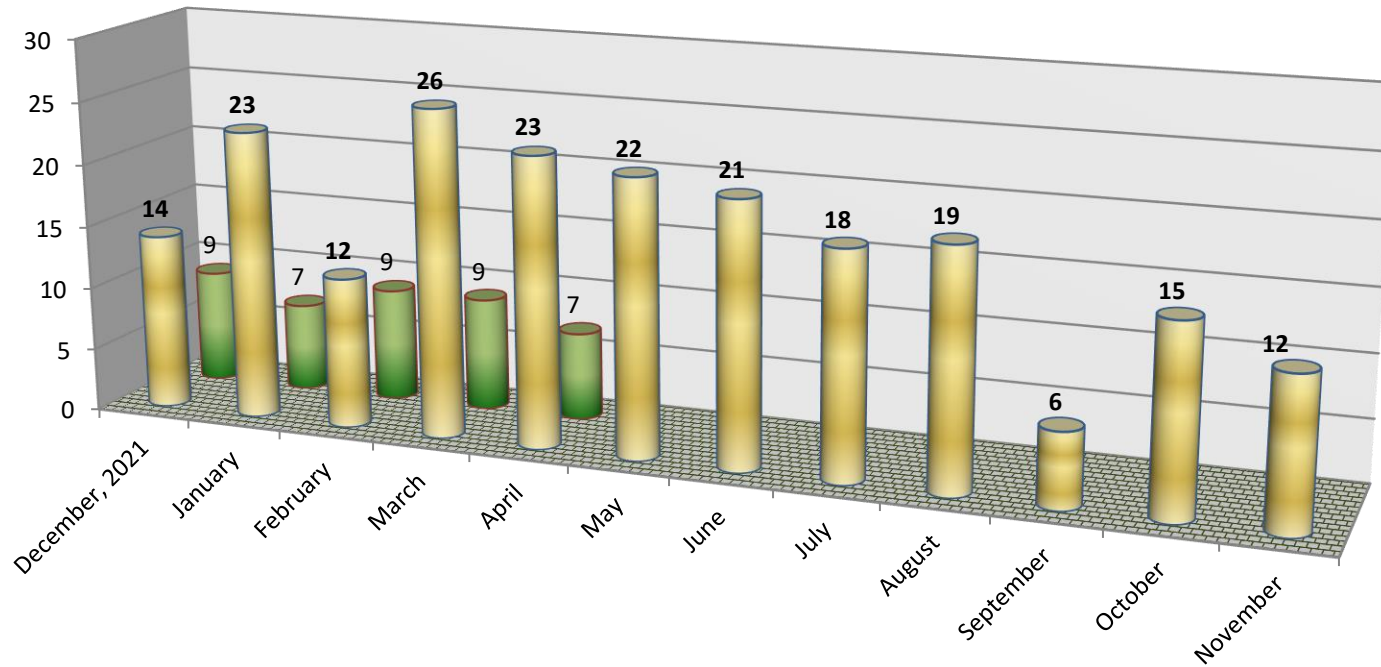
Utility Permit Comparison Chart

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April 2022 Total = 23 Issued

April 2023 Total = 7 Issued

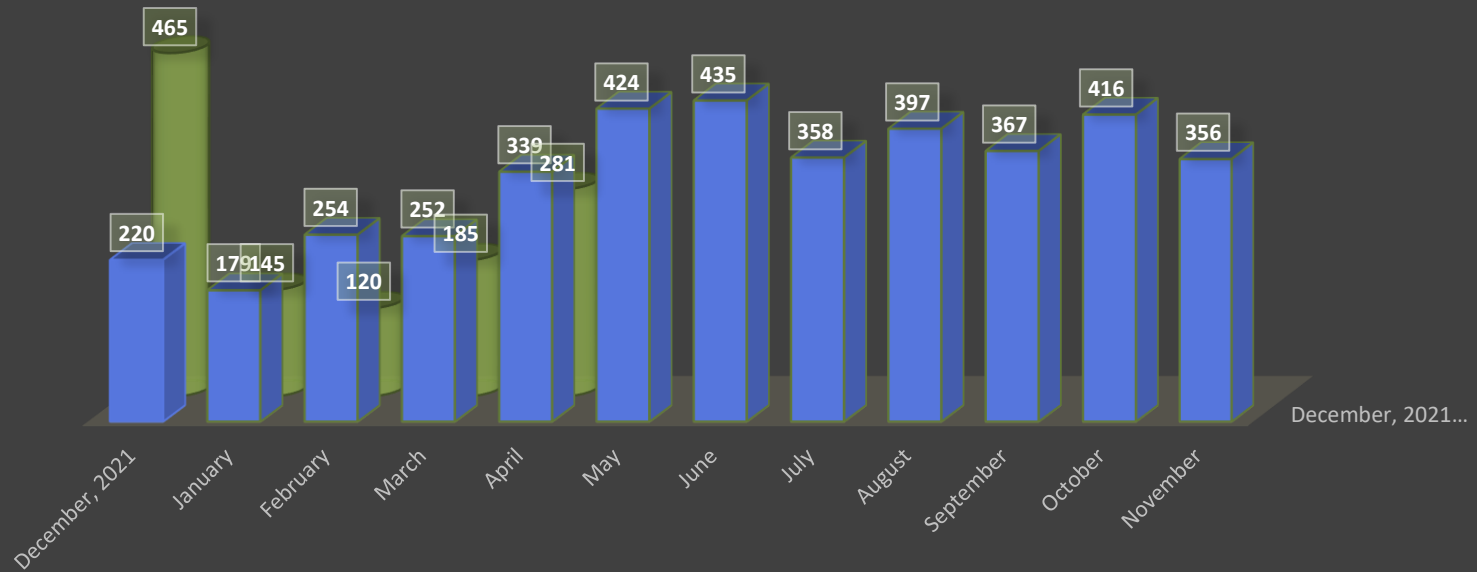
MOVING PERMIT COMPARISON CHART

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April 2022 Total = 339 Issued

April 2023 Total = 281 Issued



Access Status Log

41W011 Burlington Road, Saint Charles 60175
Phone: (630) 584-1171 Fax: (630) 584-5239

County of Kane

Projects from: 2/1/2023 to 4/30/2023

Permit Number	Permit Type	Planner	Highway Name	Development Name	Date Issued	Exp Date	Status
PLTA20210000381	Major Access	Kurt E. Nika, P.E.	Randall Rd	Randall/Alft Intersection Improvements City of Elgin	03/17/2023	11/15/2023	Issued
PLTA20210001064	Utility Modif or New Const	Keith McGraw	Randall Rd	Randall Road City of St. Charles Well #7 & #13 Interconnect	03/29/2023	06/27/2023	Issued
PLTA20220001024	Utility KDOT Project	Kurt E. Nika, P.E.	Dauberman Rd	AT&T 15-00277-01-BR	04/20/2023	06/30/2023	Issued
PLTA20220001181	Major Access	Kurt E. Nika, P.E.	Randall Rd	Kensington Development Group, LLC Randall Road & Corporate Parkway The Enclave	04/25/2023	04/20/2024	Issued
PLTA20220001221	Utility Modif or New Const	Raymond Johnson	Big Timber Rd	Comcast	04/18/2023	07/17/2023	Issued
PLTA20220001335	Utility Modif or New Const	Raymond Johnson	Peck Rd	Comcast	04/26/2023	07/25/2023	Issued



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County of Kane

Projects from: 2/1/2023 to 4/30/2023

PLTA20220001376	Utility Modif or New Const	Keith McGraw	OAK ST & DEERPATH, NORTH AURORA, IL	Comcast	02/10/2023	05/11/2023	Issued
PLTA20220001408	Utility Major Maintenance	Doris Hohertz	Randall Rd	AT&T	02/02/2023	05/03/2023	Issued
PLTA20220001416	Utility Modif or New Const	Doris Hohertz	Huntley Rd	Comcast	03/09/2023	06/07/2023	Issued
PLTA20220001986	Utility Modif or New Const	Kurt E. Nika, P.E.	Randall Rd	Nicor Randall/Alft	02/15/2023	05/14/2023	Issued
PLTA20220002008	Right-of-Way Alt Public Imp	Keith McGraw	Randall Rd	UPRR Third Mainline -Randall at Keslinger	02/03/2023	05/04/2023	Issued
PLTA20220002056	Utility Modif or New Const	Keith McGraw	Keslinger Rd	Comcast - Keslinger Brundige to Lea	04/04/2023	07/03/2023	Issued
PLTA20230000030	Utility Modif or New Const	Doris Hohertz		Comcast	02/13/2023	05/14/2023	Issued
PLTA20230000034	Utility Modif or New Const	Doris Hohertz	Huntley Rd	AT&T	02/22/2023	05/23/2023	Issued
PLTA20230000034	Utility Modif or New Const	Doris Hohertz	Randall Rd	AT&T	02/22/2023	05/23/2023	Issued
PLTA20230000126	Utility Major Maintenance	Doris Hohertz	Fabyan Parkway	ComEd Fabyan Parkway at Allen Drive Geneva Township	02/13/2023	05/14/2023	Issued



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County of Kane

Projects from: 2/1/2023 to 4/30/2023

PLTA20230000127	Utility Modif or New Const	Raymond Johnson	Stearns Rd	Comcast Stearns Rd at Gyorr	03/23/2023	06/21/2023	Issued
PLTA20230000132	Utility Modif or New Const	Doris Hohertz	Plato Rd	ComEd Plato and Burlington	02/13/2023	05/14/2023	Issued
PLTA20230000135	Utility Modif or New Const	Raymond Johnson	Allen Road	AT&T	04/18/2023	07/17/2023	Issued
PLTA20230000161	Utility Modif or New Const	Doris Hohertz	Randall Rd	Comcast Randall at Fargo Geneva Township	02/28/2023	05/29/2023	Issued
PLTA20230000183	Utility Modif or New Const	Doris Hohertz	Orchard Rd	Orchard Road Brentwood to US 30	03/01/2023	05/30/2023	Issued
PLTA20230000191	Utility Modif or New Const	Keith McGraw	03-30-424- 005	Elgin Kia Watermain connection	03/02/2023	05/31/2023	Issued
PLTA20230000191	Utility Modif or New Const	Keith McGraw	Randall Rd	Elgin Kia Watermain connection	03/02/2023	05/31/2023	Issued
PLTA20230000300	Utility Modif or New Const	Doris Hohertz	Orchard Rd	Nicor	04/17/2023	07/16/2023	Issued
PLTA20230000307	Utility Modif Pub Impr	Raymond Johnson	Bliss Rd	Mediacom	03/22/2023	06/20/2023	Issued
PLTA20230000307	Utility Modif Pub Impr	Raymond Johnson	Fabyan Parkway	Mediacom	03/22/2023	06/20/2023	Issued



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County of Kane

Projects from: 2/1/2023 to 4/30/2023

PLTA20230000307	Utility Modif Pub Impr	Raymond Johnson	Main St	Mediacom	03/22/2023	06/20/2023	Issued
PLTA20230000327	Utility Major Maintenance	Doris Hohertz	Keslinger Rd	Utility Major Maintenance	03/29/2023	06/26/2023	Issued
PLTA20230000333	Utility Major Maintenance	Kurt E. Nika, P.E.	Orchard Rd	Fiduciary Real Estate Development, Inc.	03/29/2023	06/23/2023	Issued
PLTA20230000354	Temporary Access	Keith McGraw	11-31-100- 007	Seavey Road Pitt Access	03/29/2023	06/27/2023	Issued
PLTA20230000354	Temporary Access	Keith McGraw	Seavey Rd	Seavey Road Pitt Access	03/29/2023	06/27/2023	Issued
PLTA20230000356	Right-of-Way Alt Public Imp	Keith McGraw	Dauberman Rd	Dauberman and Meredith Realignment soil borings	03/29/2023	06/27/2023	Issued
PLTA20230000356	Right-of-Way Alt Public Imp	Keith McGraw	Keslinger Rd	Dauberman and Meredith Realignment soil borings	03/29/2023	06/27/2023	Issued
PLTA20230000356	Right-of-Way Alt Public Imp	Keith McGraw	Meredith Rd	Dauberman and Meredith Realignment soil borings	03/29/2023	06/27/2023	Issued
PLTA20230000373	Utility Major Maintenance	Doris Hohertz	Plato Rd	Nicor	04/20/2023	07/19/2023	Issued



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County of Kane

Projects from: 2/1/2023 to 4/30/2023

PLTA20230000425	Special Use Highway Event	Keith McGraw	Dauberman Rd	Everybody Rides Project Mobility	04/14/2023	07/13/2023	Issued
PLTA20230000425	Special Use Highway Event	Keith McGraw	Main St	Everybody Rides Project Mobility	04/14/2023	07/13/2023	Issued
PLTA20230000425	Special Use Highway Event	Keith McGraw	Scott Rd	Everybody Rides Project Mobility	04/14/2023	07/13/2023	Issued
PLTA20230000425	Special Use Highway Event	Keith McGraw	Swan Rd	Everybody Rides Project Mobility	04/14/2023	07/13/2023	Issued
PLTA20230000466	Temporary Access	Doris Hohertz	Fabyan Parkway	Temp Construction Access	04/27/2023	04/26/2024	Issued



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County of Kane

Projects from: 4/1/2022 to 4/30/2023

Permit Number	Permit Type	Planner	Highway Name	Development Name	Date Issued	Exp Date	Status
PLTA20200000745	Utility Modif or New Const	Keith McGraw	Silver Glen Rd	Comcast			Open
PLTA20200000843	Utility Major Maintenance	Lisa Larson	Big Timber Rd	ComEd			Open
PLTA20200000933	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20210000762	Utility Modif or New Const	Keith McGraw	Randall Rd	Nicor			Open
PLTA20210000824	Utility Major Maintenance	Raymond Johnson	Randall Rd	AT&T			Open
PLTA20210000950	Utility Modif or New Const	Raymond Johnson	Keslinger Rd	Mediacom			Open
PLTA20210001137	Utility Modif or New Const	Raymond Johnson	BIG TIMBER	Vinakom Communications			Open
PLTA20210001219	Utility Major Maintenance	Keith McGraw	Tyrrell Rd	ComEd Tyrrell Road at Kildare Street			Open
PLTA20220000090	Right-of-Way Alteration	Kurt E. Nika, P.E.	Longmeadow Pky	Barrington Hills Police Dept Longmeadow - E of IL Route 25			Open



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County of Kane

Projects from: 4/1/2022 to 4/30/2023

PLTA20220000094	Utility Major Maintenance	Raymond Johnson	Fabyan Parkway	AT&T Manhole Access: Fabyan-Thoria, Fabyan-Raddant			Open
PLTA20220000112	Utility Modif or New Const	Raymond Johnson	Walker Rd	Nicor Walker - IL Route 72 to S of Allen			Open
PLTA20220000193	Utility Modif or New Const	Raymond Johnson	Tanner Rd	ComEd			Open
PLTA20220000344	Utility Modif or New Const	Raymond Johnson	Army Trail	MCI Metro			Open
PLTA20220000468	Minor Access	Vincent Rizza	Davis Rd	O'Donnell Excavating			Open
PLTA20220000470	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20220000518	Utility Modif or New Const	Raymond Johnson	Big Timber Rd	Everstream			Open
PLTA20220000520	Utility Modif or New Const	Raymond Johnson	McLean Blvd	Everstream			Open
PLTA20220000524	Utility Modif or New Const	Raymond Johnson	Big Timber Rd	Everstream			Open
PLTA20220000527	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20220000541	Utility Modif or New Const	Keith McGraw	Meredith Rd	Geeding Construction			Open



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County of Kane

Projects from: 4/1/2022 to 4/30/2023

PLTA20220000644	Utility Major Maintenance	Keith McGraw		ComEd	07/19/2022	10/17/2022	Open
PLTA20220000644	Utility Permit Extension	Keith McGraw		ComEd	07/19/2022		Open
PLTA20220000707	Utility Major Maintenance	Keith McGraw	Main St	Mediacom			Open
PLTA20220000719	Utility Modif or New Const	Keith McGraw	Main St	Mediacom			Open
PLTA20220000785	Utility Modif or New Const	Raymond Johnson	Randall Rd	Bluebird Network			Open
PLTA20220000866	Utility Modif or New Const	Raymond Johnson	Randall Rd	Comcast			Open
PLTA20220000878	Utility Major Maintenance	Raymond Johnson	Plank Rd	CoMed			Open
PLTA20220000987	Minimum Access	Keith McGraw	Dunham Rd	Charleston Building & Development			Open
PLTA20220000990	Utility Major Maintenance	Raymond Johnson	Plato Rd	ComEd			Open
PLTA20220000992	Right-of-Way Alt Public Imp	Keith McGraw	Bunker Road	Testing Services Corporation			Open
PLTA20220001029	Major Access	Kurt E. Nika, P.E.	Orchard Rd	FRED- North Aurora HC, LLC			Open
PLTA20220001065	Utility Modif or New Const	Keith McGraw	Jericho Rd	MCI			Open
PLTA20220001078	Utility Modif or New Const	Raymond Johnson	Mill St	Nicor			Open



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County of Kane

Projects from: 4/1/2022 to 4/30/2023

PLTA20220001091	Utility Modif or New Const	Doris Hohertz	Randall Rd	Nicor			Open
PLTA20220001220	Utility Major Maintenance	Raymond Johnson	Bliss Rd	ComEd			Open
PLTA20220001222	Utility Modif or New Const	Raymond Johnson	Montgomer y Rd	Everstream			Open
PLTA20220001270	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20220001272	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20220001278	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20220001279	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20220001281	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20220001306	Utility Modif or New Const	Doris Hohertz	Empire Rd	ComEd			Open
PLTA20220001309	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20220002057	Utility Modif or New Const	Raymond Johnson	Randall Rd	Metrofibernet, LLC			Open
PLTA20220002070	Utility Modif or New Const	Raymond Johnson		Metrofibernet, LLC			Open
PLTA20230000018	Utility Modif or New Const	Vincent Rizza		Comcast 44W465 Plank Rd			Open



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County of Kane

Projects from: 4/1/2022 to 4/30/2023

PLTA20230000032	Utility Major Maintenance	Vincent Rizza	Bowes Road	ComEd			Open
PLTA20230000033	Utility Major Maintenance	Vincent Rizza	Randall Rd	Nicor			Open
PLTA20230000035	Utility Major Maintenance	Vincent Rizza	Randall Rd	ComEd Randall at Heritage Glen			Open
PLTA20230000036	Utility Major Maintenance	Vincent Rizza	Kirk Rd	Comcast Kirk Rd NE Corner at IL 64			Open
PLTA20230000136	Minimum Access	Vincent Rizza	01-23-100-009	Allen Road - Velazquez Access	02/08/2023		Open
PLTA20230000136	Temp Const Access	Vincent Rizza	01-23-100-009	Allen Road - Velazquez Access	02/08/2023		Open
PLTA20230000136	Minimum Access	Vincent Rizza	Allen Rd	Allen Road - Velazquez Access	02/08/2023		Open
PLTA20230000136	Temp Const Access	Vincent Rizza	Allen Rd	Allen Road - Velazquez Access	02/08/2023		Open
PLTA20230000136	Minimum Access	Vincent Rizza	Allen Rd: South Line to Dead End Intersecting ?	Allen Road - Velazquez Access	02/08/2023		Open



Access Status Log

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County of Kane

Projects from: 4/1/2022 to 4/30/2023

PLTA20230000136	Temp Const Access	Vincent Rizza	Allen Rd: South Line to Dead End Intersecting ?	Allen Road - Velazquez Access	02/08/2023		Open
PLTA20230000160	Utility Major Maintenance	Vincent Rizza		AT&T			Open
PLTA20230000162	Utility Modif or New Const	Raymond Johnson	LaFox Rd	Comcast LaFox at Dillonfield			Open
PLTA20230000163	Utility Major Maintenance	Vincent Rizza	Fabyan Parkway	AT&T			Open
PLTA20230000165	Utility Modif or New Const	Raymond Johnson	Empire Rd	Comcast Empire - 47 to Hanson			Open
PLTA20230000219	Utility Modif or New Const	Vincent Rizza		AT&T			Open
PLTA20230000291	Utility Major Maintenance	Vincent Rizza	French Rd	AT&T			Open
PLTA20230000309	Right-of-Way Alteration	Vincent Rizza	07-10-451-002	Dumdie ROW ALT			Open
PLTA20230000309	Right-of-Way Alteration	Vincent Rizza	47W457 I C TRL	Dumdie ROW ALT			Open
PLTA20230000309	Right-of-Way Alteration	Vincent Rizza	I C Trail	Dumdie ROW ALT			Open



Access Status Log

41W011 Burlington Road, Saint Charles 60175
Phone: (630) 584-1171 Fax: (630) 584-5239

County of Kane

Projects from: 4/1/2022 to 4/30/2023

PLTA20230000309	Right-of-Way Alteration	Vincent Rizza	I C Trail: Rte 64 to IC Trail Intersecting IC Trai	Dumdie ROW ALT			Open
PLTA20230000325	Utility Major Maintenance	Vincent Rizza		AT&T			Open
PLTA20230000330	Utility Major Maintenance	Raymond Johnson	Allen Rd	ComEd Allen Road	02/13/2023		Open
PLTA20230000358	Utility Modif or New Const	Vincent Rizza	Jericho Rd	ComEd Jericho Road	02/13/2023		Open
PLTA20230000365	Utility Modif or New Const	Keith McGraw		ComEd		06/15/2023	Open
PLTA20230000366	Utility Major Maintenance	Raymond Johnson	McLean Blvd	NiCor ERX Regulating Facility		06/23/2023	Open
PLTA20230000367	Utility Modif or New Const	Raymond Johnson	W Bartlett Rd	Metro Fibernet	02/15/2023	05/16/2023	Open
PLTA20230000368	Utility Modif or New Const	Raymond Johnson	Allen Rd	AT&T		11/29/2022	Open
PLTA20230000370	Minimum Access	Vincent Rizza	03S480 HARTER RD, ELBURN, IL 60119	Barajas Access			Open
PLTA20230000370	Minimum Access	Vincent Rizza	10-36-400-005	Barajas Access			Open



Access Status Log

41W011 Burlington Road, Saint Charles 60175
Phone: (630) 584-1171 Fax: (630) 584-5239

County of Kane

Projects from: 4/1/2022 to 4/30/2023

PLTA20230000371	Utility Modif or New Const	Keith McGraw	Galligan Rd	ComEd		06/15/2023	Open
PLTA20230000430	Utility Modif or New Const	Doris Hohertz		Nicor			Open
PLTA20230000433	Utility Modif or New Const	Doris Hohertz	Kirk Rd	Nicor			Open
PLTA20230000434	Utility Modif or New Const	Vincent Rizza	Plato Rd	ComEd Plato and Burlington		05/14/2023	Open
PLTA20230000458	Detour	Vincent Rizza	LaFox Rd	UPRR Closure LaFox Rd			Open
PLTA20230000459	Right-of-Way Alt Public Imp	Kurt E. Nika, P.E.	Harmony Rd	Harmony at I90			Open
PLTA20230000469	Utility Major Maintenance	Vincent Rizza	Huntley Rd	ComEd Huntley Rd - East Dundee			Open
PLTA20230000473	Utility Modif or New Const	Keith McGraw	Fabyan Parkway	ComEd Pole Replacement		05/14/2023	Open
PLTA20230000473	Utility Modif or New Const	Keith McGraw	LaFox Rd	ComEd Pole Replacement		05/14/2023	Open
PLTA20230000493	Utility Major Maintenance	Vincent Rizza	Orchard Rd	AT&T			Open
PLTA20230000494	Utility Modif or New Const	Keith McGraw	Bowes Road	ComEd Bowes Road at Crawford		05/14/2023	Open



Access Status Log

41W011 Burlington Road, Saint Charles 60175
Phone: (630) 584-1171 Fax: (630) 584-5239

County of Kane

Projects from: 4/1/2022 to 4/30/2023

PLTA20230000495	Utility Modif or New Const	Raymond Johnson	Randall Rd	MCI / Verision Randall Road Gleaneagle			Open
PLTA20230000498	Utility Major Maintenance	Raymond Johnson	LaFox Rd	NiCor ERX Regulating Facility		06/23/2023	Open
PLTA20230000513	Right-of-Way Alteration	Doris Hohertz		City of Batavia		10/03/2022	Open
PLTA20230000513	Utility Municipal Project	Doris Hohertz		City of Batavia			Open
PLTA20230000543	Utility Modif or New Const	Keith McGraw	Randall Rd	Randall Road Mooseheart Sanitary Crossing		06/27/2023	Open
PLTA20230000575	Utility Modif or New Const	Raymond Johnson	Dauberman Rd	Everstream		02/13/2023	Open

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

REPORT NO. TMP-23-648

TRAFFIC OPERATIONS REPORT

KANE COUNTY DIVISION OF TRANSPORTATION

Traffic Operations Department Monthly Report – May 16, 2023

TRAFFIC OPERATIONS

1. Combined Highway Safety Improvement Project (HSIP) on Randall Road (Silver Glen to County Line) and Adaptive Signal Control Technologies (ASCT) on Randall Road (Big Timber to Huntley) – This combined project involves the installation, collection, and processing of expanded real-time traffic data to optimize and adjust signal timings as well as flashing yellow arrow among other safety enhancements.
 - a. Construction - complete
 - b. Adaptive system / signal controller troubleshooting – Ongoing – Controller Vendor released software update in late January 2023, anticipating to resolve prior signal flash issues. Field implementation of software complete.
 - c. Adaptive system / Electrical system maintenance working on reactivation testing of adaptive control, KDOT waiting on signal equipment sensor repairs to be complete before scheduling of adaptive ON period.
 - d. A before and after study report - To be completed after troubleshooting resolved.
2. Continues to host a Traffic Operations Safety Group to discuss public concerns, develop recommendations, and achieve consensus among various members of staff with varied expertise.
3. Traffic control modification of Fabyan Parkway and Settler's Hill, Targeted completion May 12th
 - a. Span Wire Traffic Signal Removed
 - b. Fabyan Parkway traffic operates free flow, Settlers Hill traffic operates by under stop sign control
4. Pedestrian crossing enhancements installed with Rectangular Rapid-Flashing Beacons (RRFB)
 - a. Bowes Road and Del Webb Boulevard
 - b. Bowes Road and Annandale Drive

Ongoing Routine Activities:

- Daily monitoring of Interconnected Traffic Signal System and Intelligent Transportation System (ITS) Devices such as Cameras, Malfunction Management Units, Detection systems, and Battery Backup systems.
- Support KDOT's Implementation team on Design and Construction
 - No notable activity this month
- Manage and oversee Electrical Maintenance Contractor activities in the routine maintenance of Traffic Signals, Street Lighting, Flashing beacons, and other ITS devices
- Record and Investigate received motorist operations related complaints

This report is submitted for information purposes and staff recommends that it be placed on file.

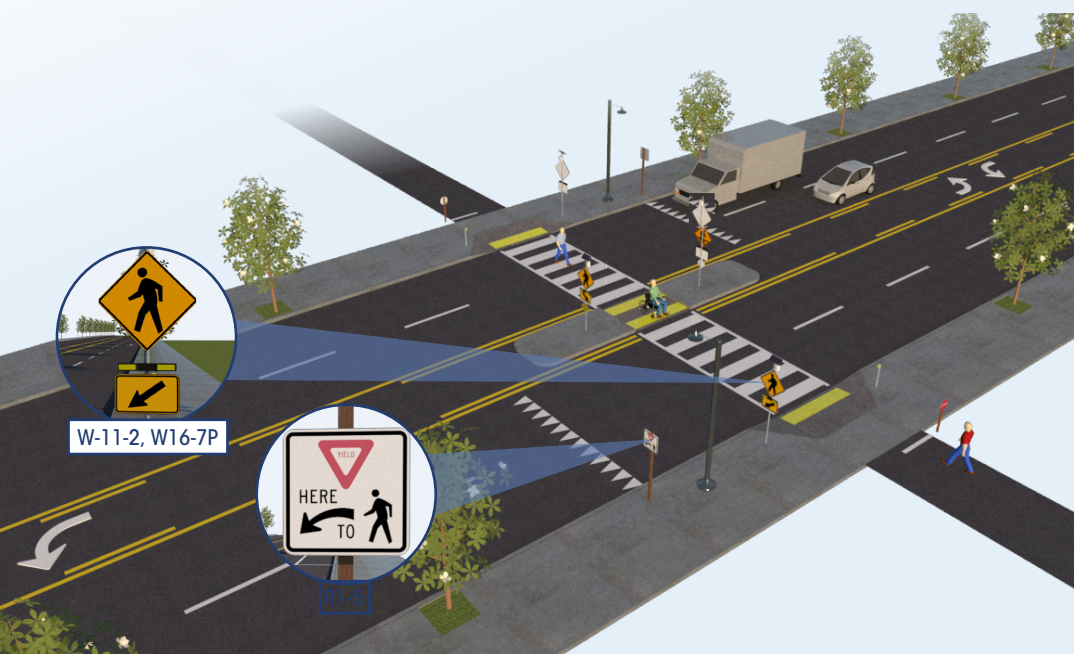
Attachments: **Rectangular Rapid-Flashing Beacon (RRFB) – Tech Sheet by FHWA**

Detailed information available from: Stephen Zulkowski, Chief of Traffic Operations
630-208-3139

Rectangular Rapid-Flashing Beacon (RRFB)

SAFE TRANSPORTATION FOR EVERY PEDESTRIAN

COUNTERMEASURE TECH SHEET



RRFBs are pedestrian-actuated conspicuity enhancements used in combination with a pedestrian, school, or trail crossing warning sign to improve safety at uncontrolled, marked crosswalks. The device includes two rectangular-shaped yellow indications, each with an LED-array-based light source, that flash with high frequency when activated.

The RRFB is a treatment option at many types of established pedestrian crossings. Research indicates RRFBs can result in motorist yielding rates as high as 98 percent at marked crosswalks. However, yielding rates as low as 19 percent have also been noted. Compliance rates varied most per the city location, posted speed limit, crossing distance, and whether the road was one- or two-way. RRFBs are particularly effective at multilane crossings with speed limits less than 40 mph. Consider the Pedestrian Hybrid Beacon (PHB) instead for roadways with higher speeds. FHWA's *Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations* (HSA-17-072) provides specific conditions where practitioners should strongly consider the PHB instead of the RRFB.



Multiple lanes of traffic create challenges for pedestrians crossing at unsignalized locations.



RRFBs can make crosswalks and/or pedestrians more visible at a marked crosswalk.

RRFBs can
reduce
pedestrian
crashes by
47%



FEATURES:

- Enhanced warning improves motorist yielding

OFTEN USED WITH:

- Crosswalk visibility enhancements
- Pedestrian refuge island
- Advance STOP or YIELD markings and signs



U.S. Department of Transportation
Federal Highway Administration



Rectangular Rapid-Flashing Beacon (RRFB)

EDC-4 STEP: https://www.fhwa.dot.gov/innovation/everydaycounts/edc_4/step.cfm



Princeton, NJ. Photo: VHB

CONSIDERATIONS

FHWA has issued interim approval for the use of the RRFB (IA-21). State and local agencies must request and receive permission to use this interim approval before they can use the RRFB. IA-21 does not provide guidance or criteria based on number of lanes, speed, or traffic volumes.

RRFBs are placed on both ends of a crosswalk. If the crosswalk contains a pedestrian refuge island or other type of median, an RRFB should be placed to the right of the crosswalk and on the median (instead of the left side of the crosswalk).

RRFBs typically draw power from standalone solar panel units, but may also be wired to a traditional power source. IA-21 provides conditions for the use of accessible pedestrian features with the RRFB assembly. When RRFBs are not in common use in a community, consider conducting an outreach effort to educate the public and law enforcement officers on their purpose and use.

COST

The cost associated with RRFB installation ranges from \$4,500 to \$52,000 each, with the average cost estimated at \$22,250. These costs include the complete system installation with labor and materials.

References

MUTCD section 2B.12 In-Street and Overhead Pedestrian Crossing Signs (R1-6, R1-6a, R1-9, and R1-9a).

Fitzpatrick, K., M. Brewer, R. Avelar, and T. Lindheimer. "Will You Stop for Me? Roadway Design and Traffic Control Device Influences on Drivers Yielding to Pedestrians in a Crosswalk with a Rectangular Rapid-Flashing Beacon." Report No. TTI-CTS-0010. Texas A&M Transportation Institute, College Station, Texas. June 2016. <https://static.tti.tamu.edu/tti.tamu.edu/documents/TTI-CTS-0010.pdf>

Federal Highway Administration. (2018). MUTCD – Interim Approval for Optional Use of Pedestrian-Actuated Rectangular Rapid-Flashing Beacons at Uncontrolled Marked Crosswalks (IA-21). U.S. Department of Transportation, Washington, DC.

Federal Highway Administration. (2013). "Rectangular Rapid Flash Beacon" in PEDSAFE: Pedestrian Safety Guide and Countermeasure Selection System. Available: http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=54

Bushell, M., Poole, B., Zegeer, C., & Rodriguez, D. (2013). Costs for Pedestrian and Bicyclist Infrastructure Improvements: A Resource for Researchers, Engineers, Planners, and the General Public. Pedestrian and Bicycle Information Center.

STATE OF ILLINOIS)
COUNTY OF KANE) SS.

REPORT NO. TMP-23-649
PROJECT IMPLEMENTATION REPORT

KANE COUNTY DIVISION OF TRANSPORTATION

Project Implementation Report

Project websites are at <http://kdot.countyofkane.org/pages/projects/highway-projects.aspx>

Monthly Report – May 16, 2023

Construction highlights

- ADA Improvement Project - The contractor is working on removing and replacing ADA ramps at Randall/Bowes, Bowes/McLean and McLean/Spring intersections. Anticipated completion is the end of July 2023.
- Bliss/Fabyan/Main Realignment and Roundabout – Work on the box culvert for the new roadway has begun this should take about 3- 4 weeks to complete. Work will then concentrate on excavation and grading for the new roadway alignment. This project is a realignment of the offset intersections into a 4-legged oval-shaped roundabout with completion scheduled for late 2023.
- Dauberman Road Extension - Proposed new roadway extension from US 30 south to Granart Road with a new grade separated crossing over US 30 and the BNSF Railroad to improve safety, access, and system continuity. Anticipated completion is late 2024.
- Fabyan Parkway under Fox River Bridge - This improvement will improve drainage and eliminate soil erosion adjacent to the Fox River Trail. Earth work on portions of the north and south side of Fabyan Parkway, from the Fox River Trail to IL 25, will involve cutting the ditch, stabilizing the ground with erosion control blanket, and seeding. Anticipated completion in late May 2023.
- Harmony Culvert Improvement - The contractor has started on demolition of the two existing structures located on Harmony Road near Higgins Road in Hampshire, which will be replaced under this contract. Completion for this project is estimated for early August 2023, weather permitting.
- Longmeadow Parkway (Section C-2A) – New contract to treat on-site, remove and dispose of lead & diesel fuel contaminated soil between Sandbloom/Williams Road and Bolz Road Connector. Anticipated completion is May 2024.
- Longmeadow Parkway (Section C-4) Gantries and Roadside Toll Building – Remaining electrical work, gas connection for the generator and final testing work is ongoing. Anticipated completion is summer 2023.
- Orchard Road at US 30 Intersection Reconstruction – Intersection reconstruction improvement that provides dual left turn lanes and single right turn lane for northbound and southbound Orchard Road. Crews are working on electrical work. Project is substantially complete with electrical, restoration and punch list work continuing in 2023. Concerns about pavement ride on US 30 and on Orchard Road are being investigated by KDOT, IDOT and the contractor and will be properly addressed.
- Swan Road over Tributary to East Branch of Big Rock Creek – Crews have completed the new cast in place structure and have paved the roadway. Installation of a new bridge guardrail and restoration of the site should be completed in the coming months as weather improves. Project is substantially complete with final completion in spring 2023.
- 2022 Annual County Pavement Resurfacing - The contractor has replaced damaged curb and gutter and have milled portions of Huntley Road between Randall and Sleepy Hollow Roads for HMA overlay and striping. Work is expected to be completed in the next few weeks.

- 2023 Annual County Pavement Resurfacing- This project will remove and replace HMA on portions of Randall, Jericho, Fabyan Parkway and Main Street. Work on Main Street has started with milling from Harter Road to County Line Road. This project has a completion duration of 6 months.
- Harter Drainage Improvement- This project will address drainage concerns at the intersection of Harter and Main Street Roads in Kaneville. The work will involve pavement regrading, new drainage pipes and structures, as well as restoration and grading. Anticipated completion is late May, weather permitting.

Design Highlights (construction letting dates dependent upon completion of land acquisition)

- Bunker Road Extension – Keslinger Road to LaFox Road – PE II and ROW are ongoing to extend Bunker Road from its current northern terminus at the LaFox Metra station, to LaFox Road north of the LaFox Village District Center. The project was included in the County’s adopted long-range transportation plans since 2004, and identified in the late 1990’s as an improvement that could reduce congestion and provide a better north/south connection in the central portion of the County. The proposed extension incorporates the existing underpass of the UP RR tracks constructed as part of the Metra West Line extension in 2006 to accommodate the Bunker Road extension and a roundabout at the intersection of Bunker and Keslinger Roads.
- Fabyan Parkway at IL 31 Intersection Improvement – The Planning & Environmental Linkage (PEL) Study was approved by IDOT. Staff has started negotiations of a PE I agreement with the consultant.
- Kirk Road over UP RR, Metra & Tyler Creek – The existing 18-span bridge will be replaced with two single span bridges over the Union Pacific Railroad and Reed Road and the remaining spans filled and supported with retaining walls. PE II and ROW continue for this bridge replacement and roadway reconstruction/add lanes along Kirk Road between Cherry Lane and IL 38.
- Longmeadow Parkway Bridge Corridor – New alignment and new bridge over the Fox River
 - Tree Growing Contract – plan preparation is nearly complete - targeting construction letting in 2023
 - LMP C-2B – New contract to finish roadway paving & miscellaneous items – targeting construction letting in winter 2023/2024 with work occurring during 2024.
 - Roadside Toll Collection System Integrator, Back Office System Operator and Debt Collection and Administrative Hearing Officer Services – Toll bridge development continues and then will go into hibernation until summer 2024.
- Randall Road at IL 72 Intersection Reconstruction – PE I is underway to improve intersection capacity, pedestrian movements and safety. Randall Road at IL 72 exhibits some of the highest traffic volumes in Kane County. PE I Design Approval received in January 2023; moving into PE 2 and land acquisition.
- Randall Road at Big Timber Road Intersection Reconstruction – PE I is underway to improve intersection capacity, pedestrian movements and safety. Design Approval received in January 2023; moving into PE 2 and land acquisition.
- Randall Road at US 20 Planning & Env Linkage (PEL) Study – A PEL study was conducted for the interchange and its surrounding intersections. The key elements of the study were to address increased traffic volumes, access demand and competing jurisdictional interests within the compressed footprint. The PEL Study was completed spring 2022.

- Randall Road over I-90 Interchange Planning & Env Linkage (PEL) Study - A PEL study was conducted for the Randall Road corridor between Big Timber Road and IL 72, centered on the I-90 (the Jane Addams Tollway) interchange. This section of Randall Road is one of the most heavily traveled county highways in Kane County. Randall Road serves multiple critical uses:
 - The region's sole north-south arterial
 - A critical link to I-90 and the Chicago metropolitan area
 - A generator of commercial and industrial development

The study will encompass the review and analysis of traffic volumes, crash history, drainage concerns, bridge condition, environmental and socioeconomic factors, along with stakeholder concerns. The PEL study completed in fall 2021 resulting in a report providing several feasible alternatives for further design consideration available on the project website. Phase I Engineering started summer 2022.

- Randall Road at Hopps Road – PE I is underway for the proposed reconstruction of the intersection. The primary objective of this project is to build upon other ongoing safety and capacity improvements along Randall Road, to evaluate long-range safety and capacity improvement needs and to connect the multi-use path that exists along the west side of Randall Road to the north and south. While the goal of the Phase I study is to explore different alternatives and is anticipated to include a slight realignment of Randall Road to the west, and a realignment of Hopps Road to address safety concerns with the existing intersection angle and to correct the reverse curve superelevation transition that exists within the intersection. Target Design Approval received March 2023.
- Randall Road Multi-Modal Improvements - Two concurrent preliminary engineering Phase I studies are underway to provide multi-modal improvements along the Randall Road Corridor, from College Green Drive to the northern County line, approximately 9.4 miles. The goal of this project is to create an accessible thoroughfare for all modes of transportation to travel safely along Randall Road. Improvements may consist of off-road shared use paths, sidewalks, pedestrian structures and/or intersection crossing improvements as needed to provide full corridor connectivity along Randall Road. The Phase I studies include the necessary engineering and environmental services to identify the required improvements, the environmental impacts and required mitigation measures, permits, land acquisition requirements and probable cost. The studies will also include a public involvement program.
- Randall Road at Highland Avenue Intersection Improvement - This project includes Phase I Engineering and Environmental Studies for Randall Road at Highland Avenue with limits extending from Foothill Road on the south to Fletcher Drive on the north. The project is anticipated to include reconstruction of Randall Road to include 3 travel lanes in each direction separated by a barrier-curbed median and intersection improvements at Fletcher Drive, Royal Boulevard, Highland Avenue, Brookside/Tall Oaks Drive and Win Haven Drive. The existing cross section for Randall Road includes shoulders and generally an open drainage system, which is anticipated to be converted to an urban cross section with curb and gutter and a closed drainage system. A separate off-road bike path will also be considered along the west side of Randall Road, with potential pedestrian accommodations along the north side of Highland Avenue.

- Various Engineering Projects – There are dozens of active projects in various stages of engineering, land acquisition or construction. Please contact our office if you have a question on the status of a specific project or visit <http://kdot.countyofkane.org/pages/projects/highway-projects.aspx>
-

Attachments: Construction photos

Detailed information available from: Steve Coffinbargar, Assistant Director, 630-406-7170

KANE COUNTY DIVISION OF TRANSPORTATION

2023 CONSTRUCTION PROJECT UPDATE

May Transportation Committee



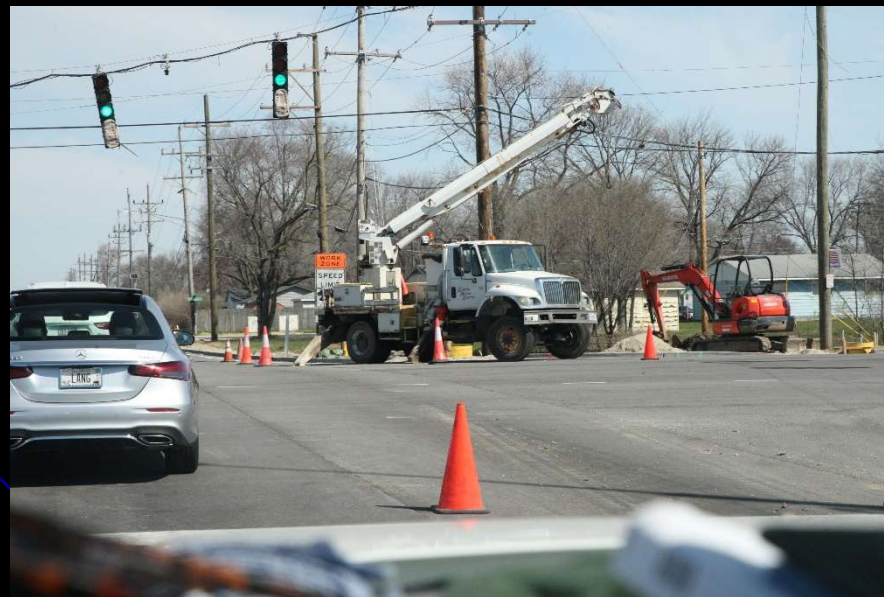
Crews place temporary pavement and build the box culvert for the new roadway alignment on the Bliss/Main/Fabyan Intersection Improvement project



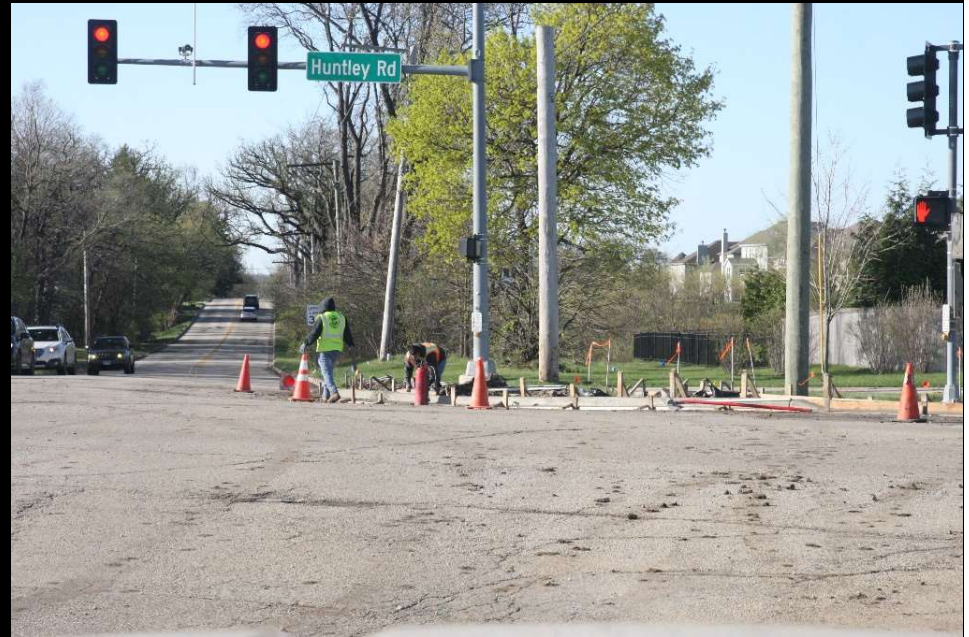
Crews employ proper traffic control as they remove and replace ADA ramps along Bowes Road as part of the 2023 ADA Improvement project



Crews set sheet pile and new drainage pipes as part of the culvert replacements for the Harmony Culvert Replacement project



Crews continue working on electrical traffic signal work for the Orchard Rd at US 30 Intersection Improvement project



Crews work on the remainder of last year's asphalt paving contract with curb and gutter replacement and resurfacing on Huntley Road

SS.

RESOLUTION NO. TMP-23-538

**APPROVING A CONTRACT FOR CONSTRUCTION WITH PETER BAKER &
SON CO. OF LAKE BLUFF, ILLINOIS FOR 2023 HAMPSHIRE TOWNSHIP
ROAD DISTRICT, SECTION NO. 23-10000-01-GM**

HAMPSHIRE TOWNSHIP ROAD DISTRICT SECTION NO. 23-10000-01-GM
2023 TOWNSHIP RESURFACING
(hereinafter the "Project")

PETER BAKER & SON CO. of LAKE BLUFF, ILLINOIS
with a low bid of
\$218,918.95

WHEREAS, the Project incorporates the use of Motor Fuel Tax and Rebuild Illinois Funds and the proposed project will follow the procedures and guidelines as stated from the Illinois Department of Transportation Circular Letters and Motor Fuel Tax (MFT) process.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

Passed by the Kane County Board on June 13, 2023

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with Peter Baker and Son Co. of Lake Bluff, Illinois for 2023 Hampshire Township Road District, Section No. 23-10000-01-GM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

On April 4th, 2023, 4 bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of Woodview Parkway, Woodview Parkway West, Greens Meadows Lane and Hillcrest Drive in Hampshire Township, totaling 1.37 miles. Work will include HMA surface overlay, Class D patching and traffic control.

The lowest qualified bid of \$218,918.95 was submitted by Peter Baker and Son Co. of Lake Bluff, IL. This project has an anticipated duration of 30 Working Days, weather permitting and incorporates the use of the Township's Motor Fuel Tax and Rebuild Illinois Funds.

Staff recommends approval.

Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

April 4, 2023

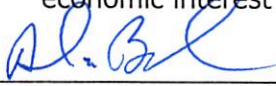
Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code Art. II, Div. 3, Sec. 2-211
Peter Baker & Son Co.

To Whom It May Concern:

In compliance with the Kane County Code referenced above, this letter will serve as our disclosure of:

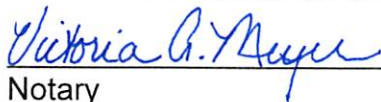
- A. Campaign Contributions for the last 12 month
 - B. Individuals having more than 5% ownership of shares in Peter Baker & Son Co.
 - C. Names and contact information of lobbyists, agents and representatives and
 - D. A statement under oath that we have not withheld any disclosures as to the economic interest.
- Campaign Contributions: Peter Baker & Son Co., have not made any campaign contributions in the past 12 months.
 - Ownership Interest in Peter Baker & Son Co.:
Arthur M. Baker II, 50%; Robert G. Baker, 50%
 - Peter Baker & Son Co., does not have any lobbyist, agents, or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
 - Peter Baker & Son Co., has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.



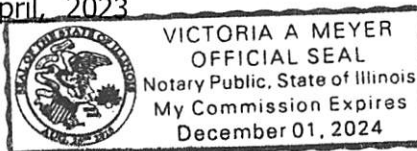
Officer Arthur M. Baker II
Title President

April 4, 2023
Date

Subscribed and Sworn this 4th day of April, 2023



Notary



1349 Rockland Road • Lake Bluff • Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707
www.PeterBaker.com



Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

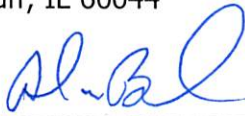
CONTRACTOR DISCLOSURE

As of April 4, 2023, Peter Baker & Son Co., to the best of our knowledge the Owners, Officers, or Executives have not made any political campaign contributions to any Kane County Elected Official county wide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in Peter Baker & Son Co.:

Arthur M. Baker II
1349 Rockland Rd. 50%
Lake Bluff, IL 60044

Robert G. Baker
1349 Rockland Rd. 50%
Lake Bluff, IL 60044



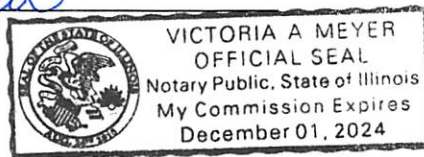
Officer Arthur M. Baker II
Title President

April 4, 2023

Date

Subscribed and Sworn this 4th day of April, 2023


Notary Public



1349 Rockland Road • Lake Bluff • Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707
www.PeterBaker.com



Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

FAMILIAL RELATIONSHIP DISCLOSURE

As of April 4, 2023, Peter Baker & Son Co., to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.



Officer Arthur M. Baker II
Title President

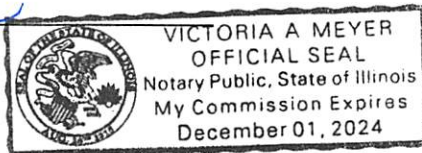
April 4, 2023

Date

Subscribed and Sworn this 4th day of April, 2023



Notary Public



1349 Rockland Road • Lake Bluff • Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707
www.PeterBaker.com



Bid Result Publication Revision**Publication Type**

Unofficial Results

Plote Construction Inc.

Organization Name	Plote Construction Inc.
Bid Amount	\$232,374.10
Line Items	Full
Bid Rank	4
Address	1100 Brandt Drive Hoffman Estates Illinois 60192 United States

J.A. Johnson Paving Co.

Organization Name	J.A. Johnson Paving Co.
Bid Amount	\$225,921.50
Line Items	Full
Bid Rank	3
Address	1025 E. Addison Court Arlington Heights Illinois 60005 United States

Peter Baker & Son Co

Organization Name	Peter Baker & Son Co
Bid Amount	\$218,918.95
Line Items	Full
Bid Rank	1
Address	1349 Rockland Rd. Lake Bluff Illinois 60044 United States

APPARENT LOW BIDDER**Curran Contracting Company**

Organization Name	Curran Contracting Company
Bid Amount	\$225,837.50
Line Items	Full
Bid Rank	2
Address	286 Memorial Court Crystal Lake Illinois 60014 United States

Bid Results Email**Email Attachment(s)**

KANE COUNTY

DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

Date: 04-04-2023

On 04-04-2023, bids were opened for the 2023 Hampshire Township Resurfacing Project, Section Number 23-10000-01-GM. The engineer's estimate was \$ 267,031.00, and the apparent low bidder, Peter Baker and Son, Co., submitted a bid of \$ 218,918.95, which is 18.02% lower than the engineers estimate.

Please check one below:

- ☒ I would like to proceed with the proposal.
☐ I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 04-04-2023. Thank you.

Jan Walker
Signature

Highway Comm.
Title

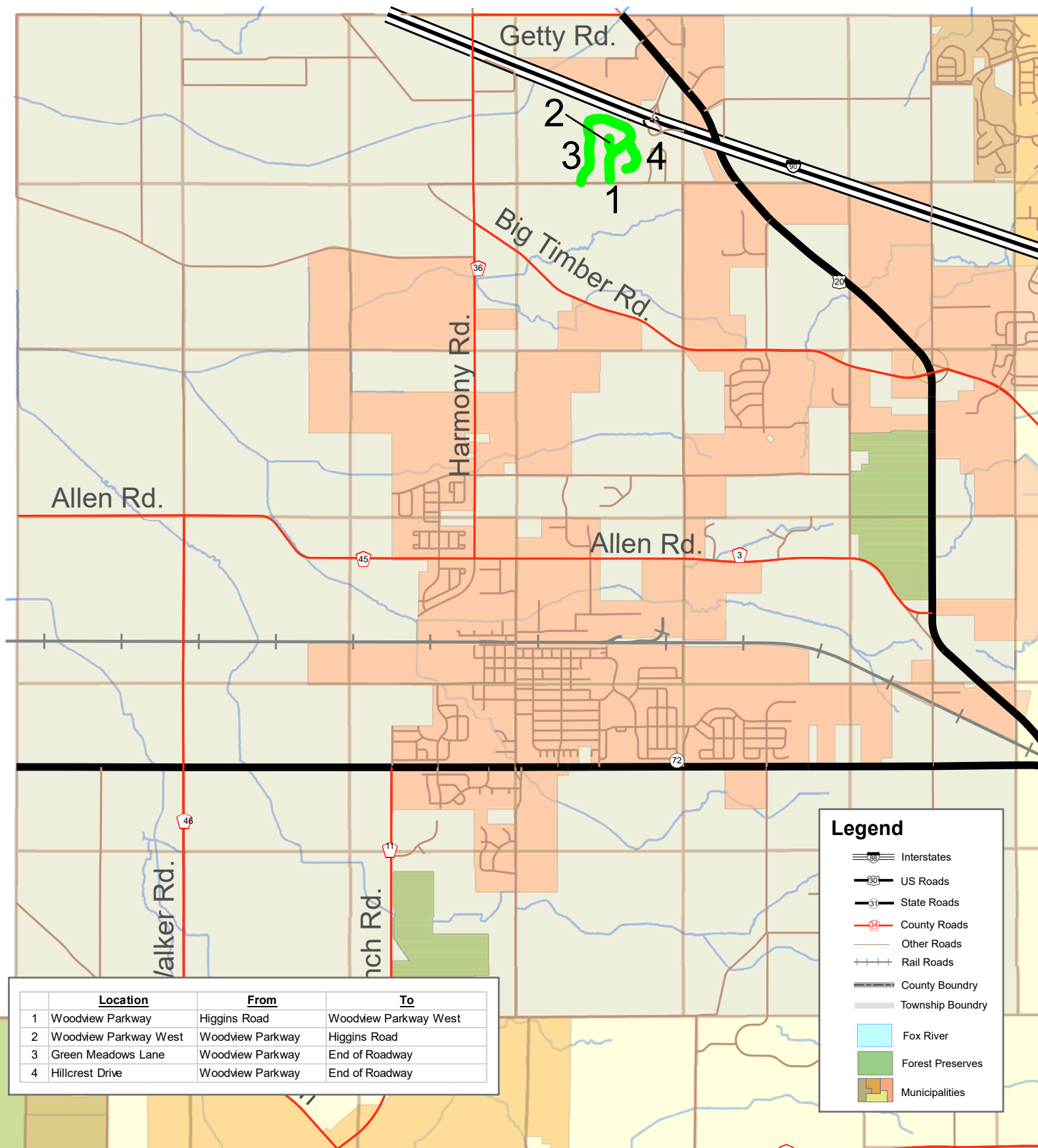
4-11-23
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

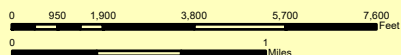
Emailed on _____
Faxed on _____

By: _____

Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.



Section Number 23-10000-01-GM 2023 Hampshire Township Resurfacing



SS.

RESOLUTION NO. TMP-23-617

**APPROVING A CONTRACT FOR CONSTRUCTION WITH BUILDERS
PAVING, LLC OF HILLSIDE, ILLINOIS FOR 2023 KANEVILLE TOWNSHIP
ROAD DISTRICT, SECTION NO. 23-11000-01-GM**

KANEVILLE TOWNSHIP ROAD DISTRICT SECTION NO. 23-11000-01-GM
2023 TOWNSHIP RESURFACING
(hereinafter the “Project”)

BUILDERS PAVING, LLC OF HILLSDALE, ILLINOIS
with a low bid of
\$198,000.00

WHEREAS, the Project incorporates the use of Motor Fuel Tax and Rebuild Illinois Funds and the proposed project will follow the procedures and guidelines as stated from the Illinois Department of Transportation Circular Letters and Motor Fuel Tax (MFT) process.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

Passed by the Kane County Board on June 13, 2023.

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for 2023 Kaneville Township Road District, Section No. 23-11000-01-GM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

On April 18th, 2023, one bid was opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of Francis Road in Kaneville Township, totaling 1.0 miles. Work will include placement of HMA binder course, HMA surface course and traffic control.

The lowest qualified bid of \$198,000.00 was submitted by Builders Paving Co. of Hillside, Illinois. This project has an anticipated completion of 20 Working Days, weather permitting and incorporates the use of the Township's Motor Fuel Tax and Rebuild Illinois Funds.

Staff recommends approval.



CONTRACTOR DISCLOSURE

As of 04/18/23, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

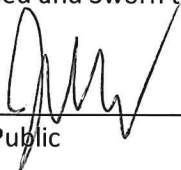
Below is a list of shareholders or owners, with at least 5% holdings in Builders Paving, LLC:

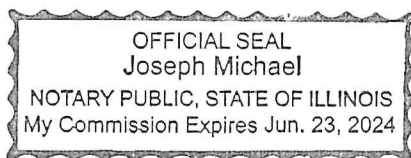
Jessica Palumbo Christensen	20%
Kaitlyn Palumbo Gandy	20%
Samantha Palumbo Tropeano	20%
Elizabeth Palumbo Pierce	20%
Gabriella Palumbo	20%


 Steven Salinas, Vice President

04/18/23
 Date

Subscribed and Sworn this 18th day of April, 2023


 Notary Public





FAMILIAL RELATIONSHIP DISCLOSURE

As of 04/18/23, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

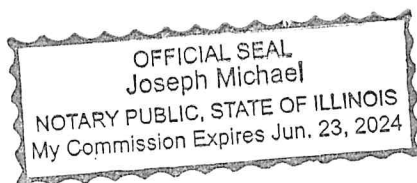
Steven Salinas, Vice President

04/18/23

Date

Subscribed and Sworn this 18th day of April, 2023

Notary Public





FINANCIAL DISCLOSURE

04/18/23

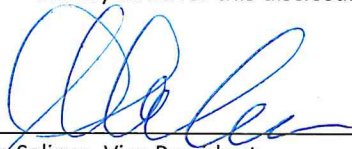
Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
Builders Paving, LLC

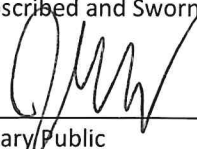
To Whom It May Concern:

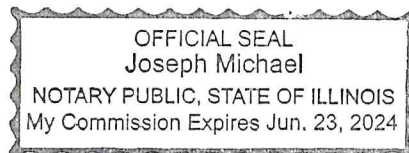
In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

- A. Campaign contributions for the last 12 months
 - B. Individuals having more than 5% ownership of shares in Builders Paving, LLC.
 - C. Names and contact information of lobbyists, agents and representatives.
 - D. A statement under oath that we have not withheld any disclosures as to the economic interest.
- Campaign contributions: Builders Paving, LLC has not made campaign contributions in the past 12 months.
 - Ownership Interest in Builders Paving, LLC: There is more than one individual that holds more than 5% of shares in Builders Paving, LLC
 - Jessica Palumbo Christensen 20%
 - Kaitlyn Palumbo Gandy 20%
 - Samantha Palumbo Tropeano 20%
 - Elizabeth Palumbo Pierce 20%
 - Gabriella Palumbo 20%
 - Builders Paving, LLC does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
 - Builders Paving, LLC has no withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.


Steven Salinas, Vice President

Subscribed and Sworn this 18th of April, 2023


Notary Public



Bid Result Publication Revision

Publication Type

Unofficial Results

Builders Paving, LLC

Organization Name Builders Paving, LLC
Bid Amount \$198,000.00
Line Items Full
Bid Rank 1
Address
4401 Roosevelt Road
Hillside Illinois
60162 United States

APPARENT LOW BIDDER

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No

KANE COUNTY

DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

Date: 04-18-2023

On 04-18-2023, bids were opened for the 2023 Kaneville Township Resurfacing Project, Section Number 23-11000-01-GM. The engineer's estimate was \$ 242,087.00, and the apparent low bidder, Builders Paving, LLC, submitted a bid of \$ 198,000.00, which is 18.21 % lower than the engineers estimate.

Please check one below:

- ☒ I would like to proceed with the proposal.
☐ I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 04-21-2023. Thank you.

Dale Preison

Signature

Highway Commissioner

Title

4-20-23

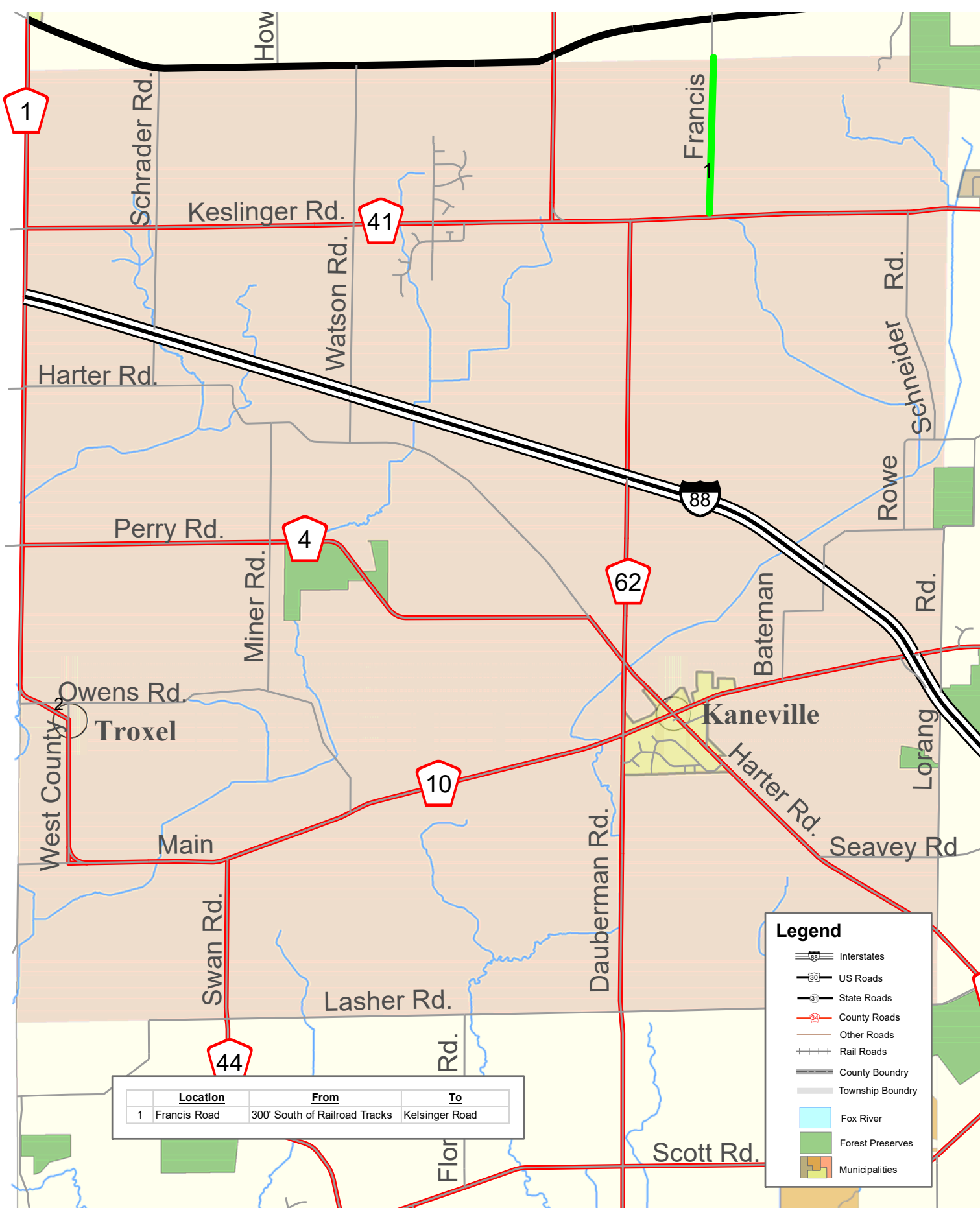
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Emailed on _____
Faxed on _____

By: _____

Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.



Section Number 23-11000-01-GM 2023 Kaneville Township Resurfacing Project

0 750 1,500 3,000 4,500 6,000 Feet



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with J.A. Johnson Paving Co. of Arlington Heights, Illinois for 2023 Rutland Township Road District, Section No. 23-13000-01-GM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

On April 18th, 2023, 4 bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface and patch portions of Harper Drive, Guthrie Court, Maplehurst Lane, Prairie Hill Circle, Homestead Drive (Patch) and Powers Road (Patch) in Rutland Township, totaling 1.26 miles. Work will include milling of the existing HMA surface, placement of surface course, HMA patching and traffic control.

The lowest qualified bid of \$274,700.00 was submitted by J.A. Johnson Paving Co. of Arlington Heights, Illinois. This project has an anticipated completion of 30 Working Days, weather permitting and incorporates the use of Rebuild Illinois funds.

Staff recommends approval.



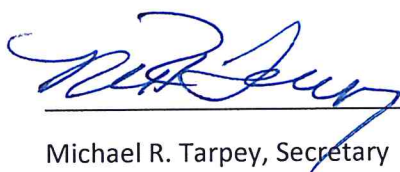
1025 East Addison Court
Arlington Heights, Illinois 60005

Telephone 847-439-2025
Fax 847-439-2084

FAMILIAL RELATIONSHIP DISCLOSURE

As of April 20, 2023 J.A. Johnson Paving Co, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend or terminate the eligibility of a person, firm, corporation, association, agency, institution or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contractors greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County department Director.

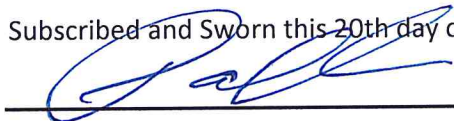


Michael R. Tarpey, Secretary

4/20/23

Date

Subscribed and Sworn this 20th day of April, 2023



Notary Public





1025 East Addison Court
Arlington Heights, Illinois 60005

Telephone 847-439-2025
Fax 847-439-2084

April 20, 2023

Kane County Government Center
Purchasing Department, Bldg. A
719 South Batavia Avenue
Geneva, IL 6034

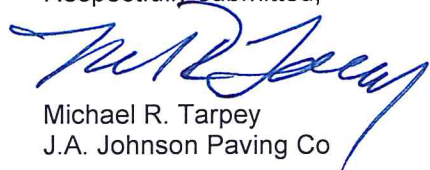
Re: Rutland Township Resurfacing, Section 23-13000-01-GM
Prevailing Wages to be paid

To Whom it May Concern:

In compliance with the Kane requirements we will be following the required prevailing wages per the attached. Any changes to prevailing wages throughout the time schedule will be immediately adjusted to incorporate any pay increases.

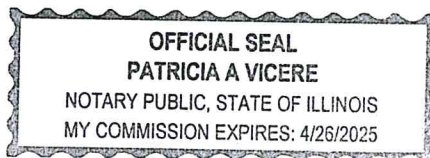
We will be using Local 150 Equipment Operators, Laborers and Teamsters.

Respectfully submitted,



Michael R. Tarpey
J.A. Johnson Paving Co

Subscribed and sworn to me this 20th day of April 2023. My commission expires April 26th, 2025



1025 East Addison Court
Arlington Heights, Illinois 60005

Telephone 847-439-2025
Fax 847-439-2084

CONTRACTOR DISCLOSURE

As of April 20th, 2023 J.A. Johnson Paving Co, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners with at least 5% holdings in J.A. Johnson Paving Co:

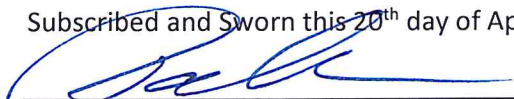
Dale A. Johnson President 60%
1025 E. Addison Court, Arlington Heights, IL 60005

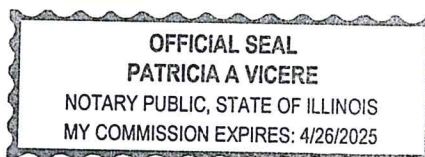
Michael R. Tarpey, Secretary/Treasurer 40%
1025 E. Addison Court, Arlington Heights, IL 60005


Michael R. Tarpey, Secretary


Date

Subscribed and Sworn this 20th day of April 2023.


Notary Public



Bid Result Publication Revision**Publication Type**

Unofficial Results

Curran Contracting Company

Organization Name Curran Contracting Company
Bid Amount \$297,305.50
Line Items Full
Bid Rank 4
Address
286 Memorial Court
Crystal Lake Illinois
60014 United States

Peter Baker & Son Co

Organization Name Peter Baker & Son Co
Bid Amount \$280,144.25
Line Items Full
Bid Rank 2
Address
1349 Rockland Rd.
Lake Bluff Illinois
60044 United States

J.A. Johnson Paving Co.

Organization Name J.A. Johnson Paving Co.
Bid Amount \$274,700.00
Line Items Full
Bid Rank 1
Address
1025 E. Addison Court
Arlington Heights Illinois
60005 United States

APPARENT LOW BIDDER**Plote Construction Inc.**

Organization Name Plote Construction Inc.
Bid Amount \$289,065.00
Line Items Full
Bid Rank 3
Address
1100 Brandt Drive
Hoffman Estates Illinois
60192 United States

Bid Results Email**Email Attachment(s)**

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

Date: 04-18-2023

On 04-18-2023, bids were opened for the 2023 Rutland Township Resurfacing Project, Section Number 23-13000-01-GM. The engineer's estimate was \$ 345,747.50 and the apparent low bidder, J. A. Johnson Paving Co., submitted a bid of \$274,700.00, which is 20.55 % lower than the engineers estimate.

Please check one below:

- ☒ I would like to proceed with the proposal.
☐ I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 04-21-2023. Thank you.

John B. Colai
Signature

Highway Commissioner
Title

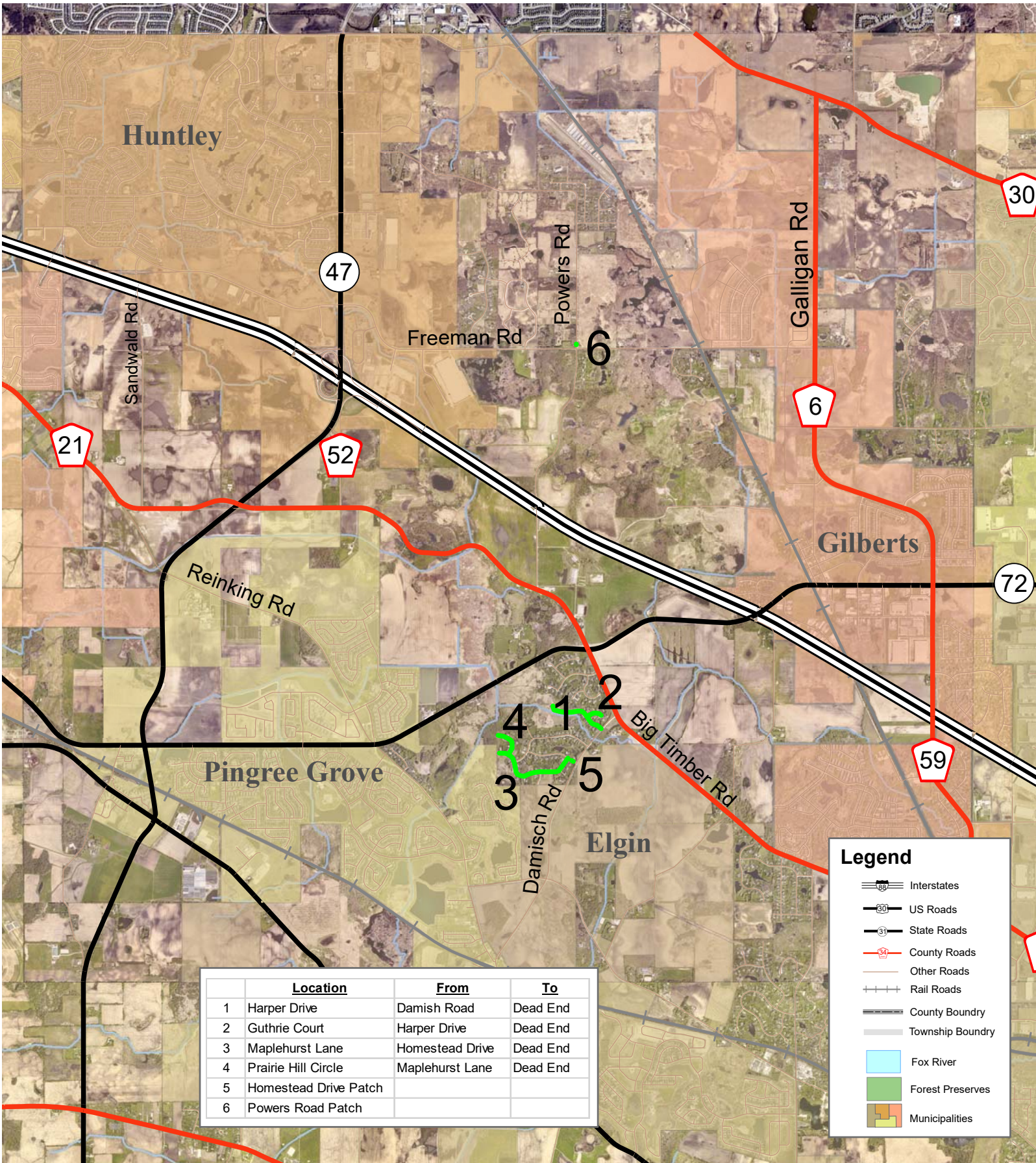
4-25-2023
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Dropped off at County 4/25/23
Emailed on _____
Faxed on _____

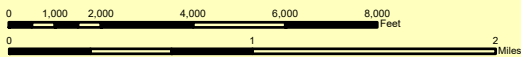
By: Tay

Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.



Section Number 23-13000-01-GM

2023 Rutland Township Resurfacing



SS.

RESOLUTION NO. TMP-23-618

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and/or construction described as:

WHEREAS, the lowest responsible bidder for the Project is:

WHEREAS, the Project incorporates the use of Motor Fuel Tax Funds and the proposed project will follow the procedures and guidelines as stated from the Illinois Department of Transportation Circular Letters and Motor Fuel Tax (MFT) process.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

Passed by the Kane County Board on June 13, 2023

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with Builders Paving, LLC. of Hillside, Illinois for 2023 Virgil Township Road District, Section No. 23-16000-01-GM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

On April 18, 2023, 2 bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of Francis Road in Virgil Township, totaling 0.22 miles. Work will include HMA surface overlay, HMA patching and traffic control.

The lowest qualified bid of \$78,688.00 was submitted by Builders Paving Co. of Hillside, Illinois. This project has an anticipated completion of 20 Working Days, weather permitting and incorporates the use of the Township's Motor Fuel Tax.

Staff recommends approval.



CONTRACTOR DISCLOSURE

As of 04/18/23, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

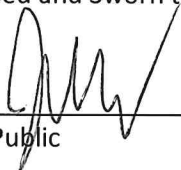
Below is a list of shareholders or owners, with at least 5% holdings in Builders Paving, LLC:

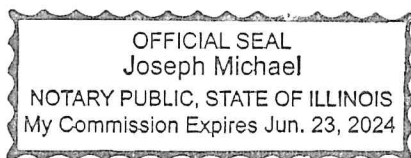
Jessica Palumbo Christensen	20%
Kaitlyn Palumbo Gandy	20%
Samantha Palumbo Tropeano	20%
Elizabeth Palumbo Pierce	20%
Gabriella Palumbo	20%


 Steven Salinas, Vice President

04/18/23
 Date

Subscribed and Sworn this 18th day of April, 2023


 Notary Public





FAMILIAL RELATIONSHIP DISCLOSURE

As of 04/18/23, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

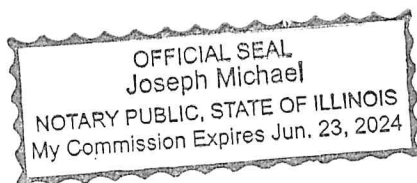
Steven Salinas, Vice President

04/18/23

Date

Subscribed and Sworn this 18th day of April, 2023

Notary Public





FINANCIAL DISCLOSURE

04/18/23

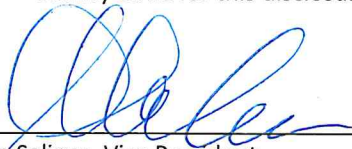
Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
Builders Paving, LLC

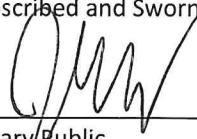
To Whom It May Concern:

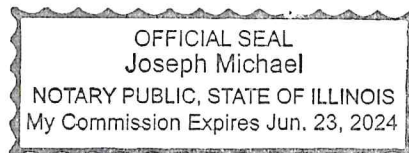
In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

- A. Campaign contributions for the last 12 months
 - B. Individuals having more than 5% ownership of shares in Builders Paving, LLC.
 - C. Names and contact information of lobbyists, agents and representatives.
 - D. A statement under oath that we have not withheld any disclosures as to the economic interest.
- Campaign contributions: Builders Paving, LLC has not made campaign contributions in the past 12 months.
 - Ownership Interest in Builders Paving, LLC: There is more than one individual that holds more than 5% of shares in Builders Paving, LLC
 - Jessica Palumbo Christensen 20%
 - Kaitlyn Palumbo Gandy 20%
 - Samantha Palumbo Tropeano 20%
 - Elizabeth Palumbo Pierce 20%
 - Gabriella Palumbo 20%
 - Builders Paving, LLC does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
 - Builders Paving, LLC has no withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.


Steven Salinas, Vice President

Subscribed and Sworn this 18th of April, 2023


Notary Public



Bid Result Publication Revision**Publication Type**

Unofficial Results

Curran Contracting Company

Organization Name Curran Contracting Company
Bid Amount \$109,035.00
Line Items Full
Bid Rank 2
Address
286 Memorial Court
Crystal Lake Illinois
60014 United States

Builders Paving, LLC

Organization Name Builders Paving, LLC
Bid Amount \$78,688.00
Line Items Full
Bid Rank 1
Address
4401 Roosevelt Road
Hillside Illinois
60162 United States

APPARENT LOW BIDDER**Bid Results Email****Email Attachment(s)**

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

Date: 04-18-2023

On 04-18-2023, bids were opened for the 2023 Virgil Township Resurfacing Project, Section Number 23-16000-01-GM. The engineer's estimate was \$ 97,310.00, and the apparent low bidder, Builders Paving, LLC, submitted a bid of \$ 78,688.00, which is 19.14 % lower than the engineers estimate.

Please check one below:

- ☒ I would like to proceed with the proposal.
☐ I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 04-21-2023. Thank you.

Peter J. Boesch
Signature

Virgil TWP Road Comm.
Title

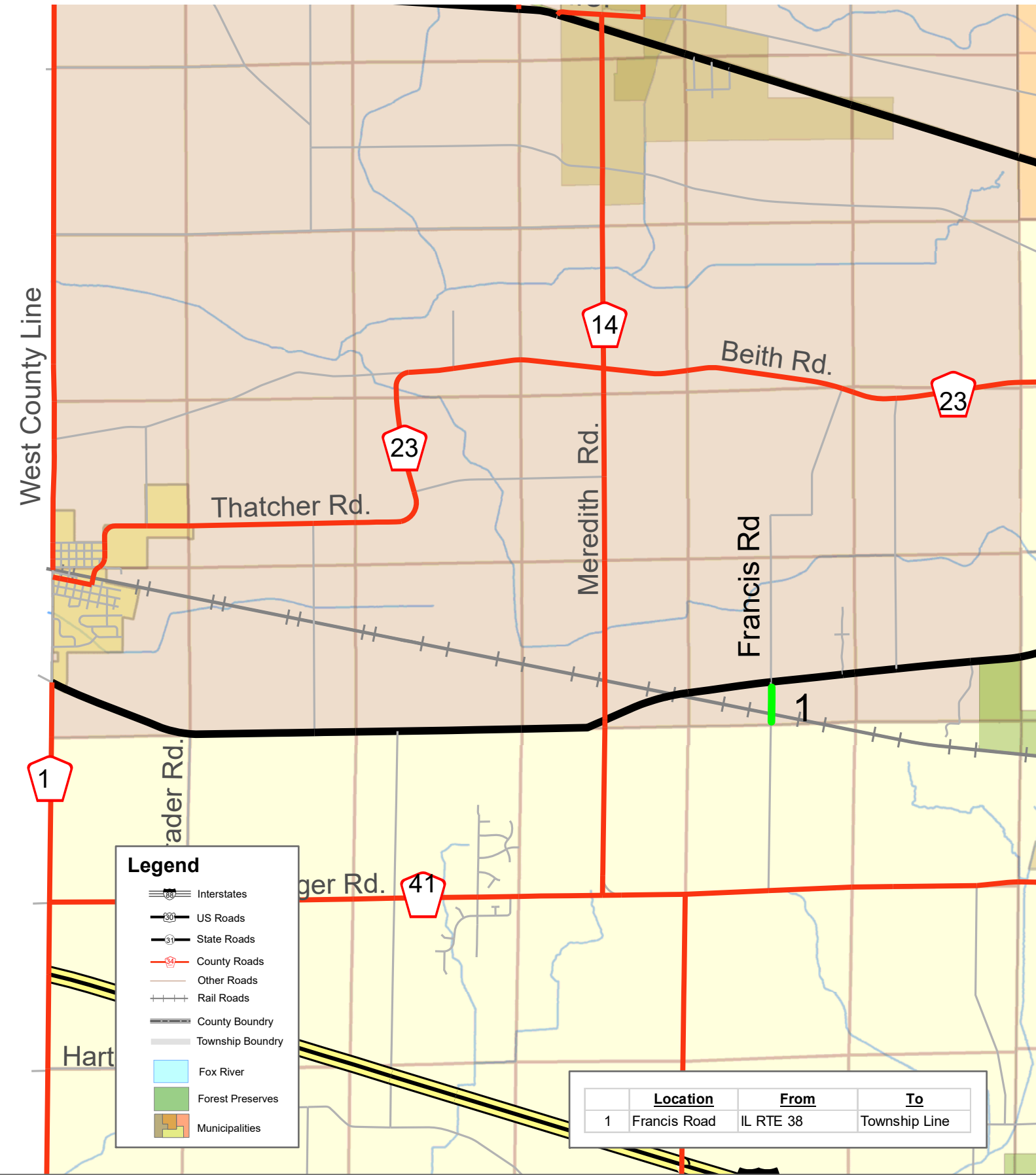
04/21/2023
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

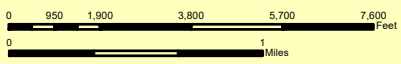
Emailed on _____
Faxed on _____

By: _____

Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.



Section Number 23-16000-01-GM 2023 Virgil Township Resurfacing



STATE OF ILLINOIS)

COUNTY OF KANE)

**APPROVING A CONTRACT FOR CONSTRUCTION WITH A.C. PAVEMENT
STRIPING CO. OF ELGIN, ILLINOIS FOR 2023 KANE COUNTY URETHANE
PAVEMENT MARKING PROJECT, KANE COUNTY SECTION NO.
23-00000-03-GM**

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and construction described as:

KANE COUNTY SECTION NO. 23-00000-03-GM
2023 KANE COUNTY URETHANE PAVEMENT MARKING PROJECT
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

A.C. PAVEMENT STRIPING CO. OF ELGIN, ILLINOIS
with a low bid of
\$356,656.30

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED that there is hereby appropriated Three Hundred Fifty Six Thousand Six Hundred Fifty Six and 30/100 Dollars (\$356,656.30) from Local Option Fund #304, Line Item #52070 (Repairs and Maintenance - Pavement Marking) to pay for the Project.

Line Item: 304.520.524.52070

Line Item Description: Repairs and Maintenance - Pavement Marking

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on June 13, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with A.C. Pavement Striping Co. of Elgin, Illinois for 2023 Kane County Urethane Pavement Marking Project, Kane County Section No. 23-00000-03-GM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$356,656.30
If not budgeted, explain funding source: N/A	

Summary:

On April 18th, 2023, two bids were opened at Kane County Division of Transportation for the above-mentioned project to apply Urethane paint to high volume roads within the County.

The lowest qualified bid of \$356,656.30 was submitted by A.C.Pavement Striping Co. of Elgin, Illinois. This project has an anticipated completion date of late October, weather permitting, and is funded with local funds.

Staff recommends approval.



PAVEMENT STRIPING CO.

695 Church Road • Elgin, Illinois 60123 • Phone: (847) 214-9500 • Fax: (847) 214-9078

April 13, 2023

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175.
kdotcomments@co.kane.il.us

Re: Contractors Disclosure Statement

We hereby submit the following disclosures.

AC Pavement Striping Co., as a contractor for Kane County, has not made any campaign contributions in the previous twelve months to any current officer or county wide elected officer of Kane County.

The percentage of ownership interest of AC Pavement Striping Co. is as follows:

Scott Kline 54 %
Jeffrey Bergquist 36 %
William Brinati 10 %

We hereby affirm, under oath, that we have withheld no disclosures as to the economic interests in the undertaking nor reserved any information, data, or plan as to the intended use or purpose for which we seek County Board or other County agency action.

We have no lobbyists, agents, or representatives that will be having contact with county employees or officials in relation to contracts or bids.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Brinati', is written over a horizontal line.

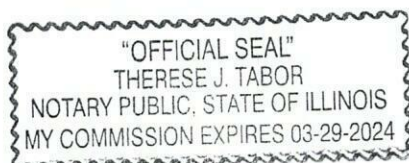
William Brinati, C. F.O.
AC Pavement Striping Co.

Notarized:

A handwritten signature in black ink, appearing to read 'Therese J. Tabor', is written over a horizontal line.

Date:

4-13-23





PAVEMENT STRIPING CO.

695 Church Road • Elgin, Illinois 60123 • Phone: (847) 214-9500 • Fax: (847) 214-9078

April 13, 2023

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

Re: Familial Relationship Disclosure

As of April 13, 2023, AC Pavement Striping Co., to the best of our knowledge, the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last twelve-month period. "Familial Relationship" is defined in Public Act 101-0544.

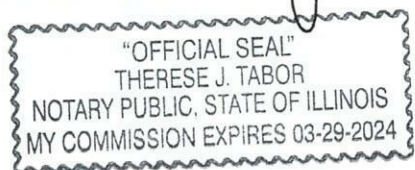
The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000 fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Sincerely,

William Brinati, Corporate Secretary

Subscribed and Sworn this 13th day of April, 2023.

Notary Public



Bid Result Publication Revision**Publication Type**

Unofficial Results

AC Pavement Striping Co.

Organization Name AC Pavement Striping Co.
Bid Amount \$356,656.30
Line Items Full
Bid Rank 1
Address
 695 Church Road, Elgin, IL 60123
 Elgin Illinois
 60123 United States

APPARENT LOW BIDDER**Marking Specialists Corporation**

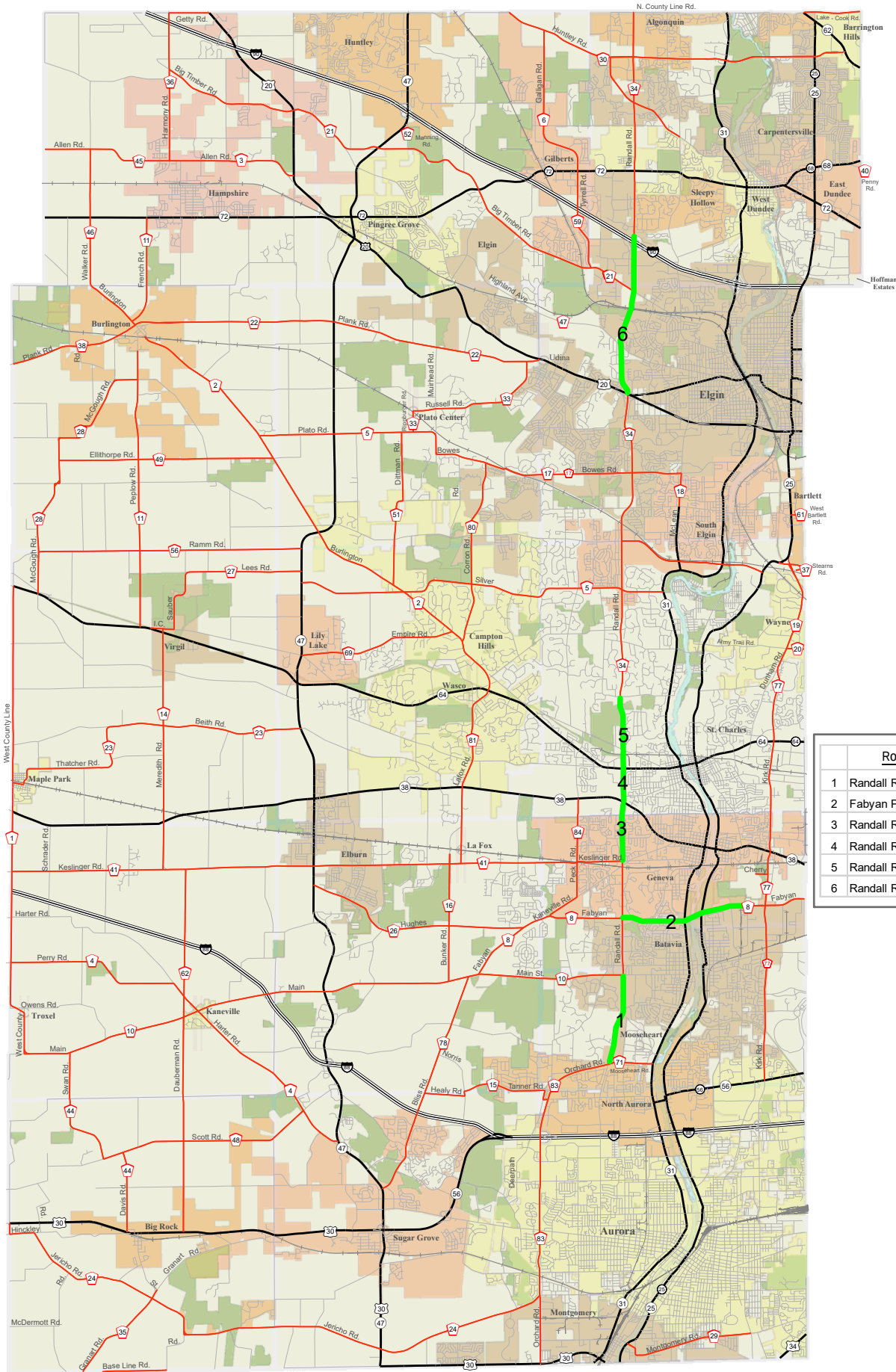
Organization Name Marking Specialists Corporation
Bid Amount \$624,770.00
Line Items Full
Bid Rank 2
Address
 114 High Road, Unit 1
 Cary Illinois
 60013 United States

Bid Results Email**Email Attachment(s)**

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No



	Route	FROM	TO
1	Randall Road	Orchard Road	Main Street
2	Fabyan Parkway	Kingsland Drive	Randall Road
3	Randall Road	Keslinger	Illinois Route 38
4	Randall Road	Illinois Route 38	Dean Street
5	Randall Road	Dean Street	Crane Road
6	Randall Road	U.S. Highway 20	Point Boulevard

Legend

Interstates

US Roads

State Roads

County Roads

Other Roads

Rail Roads

County Boundary

Township Boundary

Fox River

Forest Preserves

Municipalities

Section 23-00000-03-GM

2023 Kane County Urethane Pavement Marking

0 3,100 6,200 12,400 18,600 24,800
Miles Feet

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Line Item: 305.520.527.73000

Line Item Description: Road Construction

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on June 13, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with D. Construction Inc. of Coal City, Illinois for Countryside Ave Widening Improvement, Section No. 21-00531-00-CH

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$366,529.81
If not budgeted, explain funding source: N/A	

Summary:

On April 18th, 2023, 1 bid was opened at Kane County Division of Transportation for the above-mentioned project to improve the intersection of Countryside and Orchard Road by widening and resurfacing Countryside Ave to increase safety and improve access to the adjacent subdivision. Work will include new drainage pipes, curb and gutter and new HMA surface, as well as restoration and landscaping.

The lowest qualified bid of \$366,529.81 was submitted by D. Construction Inc., of Coal City, Illinois. This project has an anticipated completion of late July, weather permitting and incorporates the use of local funds.

Staff recommends approval.



"D" Construction, Inc.

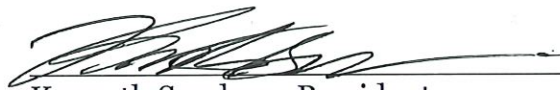
General Contractor

1488 South Broadway, Coal City, IL 60416
Office (815) 634-2555 FAX (815) 634-8748

FAMILIAL RELATIONSHIP DISCLOSURE

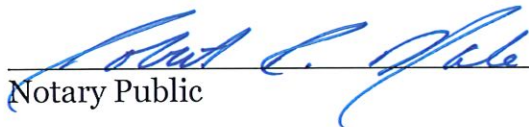
As of April 18, 2023, D. Construction, Inc., to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

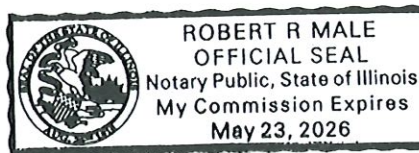
The County may deny, suspend or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.


Kenneth Sandeno, President

April 18, 2023
Date

Subscribed and Sworn this 18th day of April, 2023.


Notary Public





"D" Construction, Inc.

General Contractor

1488 South Broadway, Coal City, IL 60416
Office (815) 634-2555 FAX (815) 634-8748

April 18, 2023

Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
D. Construction, Inc.

To Whom It May Concern:

In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

- A. Campaign contributions for the last 12 months
- B. Individuals having more than 5% ownership of shares in the
- C. Names and contact information of lobbyists, agents and representatives and;
- D. A statement under oath that we have not withheld any disclosures as to the economic interest
 - Campaign Contributions: D. Construction has not made campaign contributions in the past 12 months.
 - Ownership Interest in D. Construction: There are three owners of D. Construction. Each owns 33.33%
 - D. Construction does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
 - D. Construction has no withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

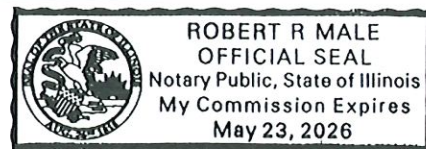
Sincerely,

D. Construction, Inc.

Subscribed and Sworn this 18th day of April, 2023.

Kenneth Sandeno,
President

Notary Public





"D" Construction, Inc.

General Contractor

1488 South Broadway, Coal City, IL 60416
Office (815) 634-2555 FAX (815) 634-8748

April 18, 2023

Kane County Trades and Rates
Thru May 31, 2023

Laborers 582	Wages \$47.40	Package \$33.40	Total \$80.80
Carpenters 363	Wages \$52.01	Package \$39.38	Total \$91.39
IronWorkers 444 North	Wages \$50.00	Package \$42.63	Total \$92.63
Cement Masons 161	Wages \$45.25	Package \$43.71	Total \$88.96
Operators 150	Wages \$53.30	Package \$47.50	Total \$100.88
Teamsters 179	Wages \$43.05	H/W \$10.65 HR Pension \$478.45 Weekly Misc. \$33.20 Weekly Train \$.15 HR	

Thank you,

Kathy Kresen

Bid Result Publication Revision

Publication TypeUnofficial Results

D Construction

Organization NameD Construction

Bid Amount\$366,529.81

Line ItemsFull

Bid Rank1

Address1488 S. Broadway

Coal City Illinois

60416 United States

APPARENT LOW BIDDER

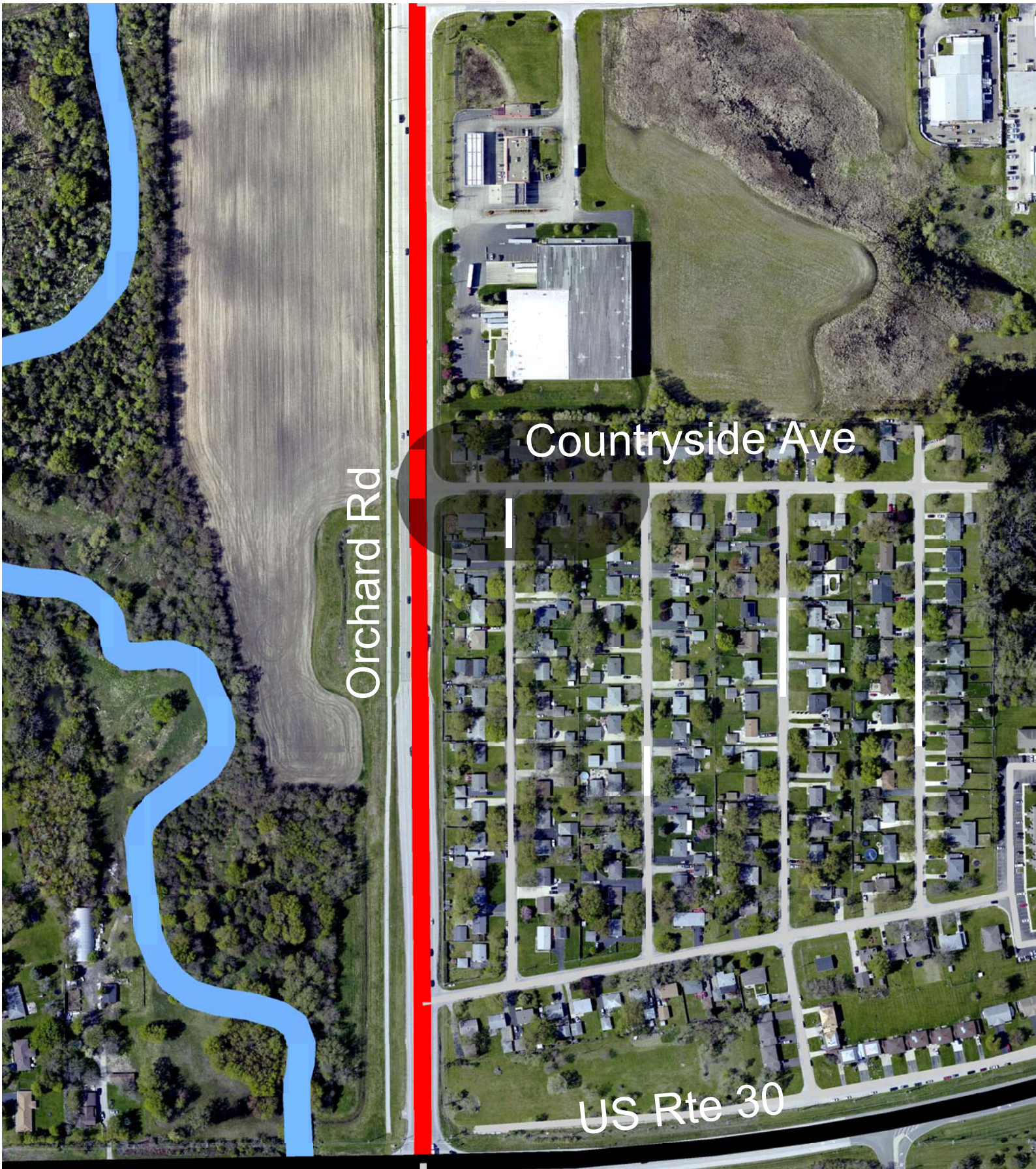
Bid Results Email

Email Attachment(s)

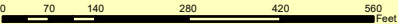
File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipientNo



Section Number 21-00531-00-CH
 Countryside Avenue Widening



Harpisville	Rutland	Dorset
Burlington	Plain	Elgin
Ugah	Canton	St. Charles
Kanawille	Blackberry	Deerfield
Big Rock	Sugar Grove	Aurora



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-23-717

**APPROVING AN AGREEMENT FOR ON-CALL PHASE III ENGINEERING
SERVICES WITH TBD OF TBD, KANE COUNTY SECTION NO.
23-00564-00-EG**

WHEREAS, On-Call Phase III Engineering Services are necessary for various Kane County highway improvements (hereinafter referred to as "Project"); and

WHEREAS, in order to complete the Project it is necessary to retain a professional engineering firm to perform On-Call Phase III Engineering Services therefor; and

WHEREAS, TBD has On-Call Phase III Engineering Services experience and professional expertise and is willing to perform Project On-Call Phase III Engineering Services for an amount not to exceed \$150,000.00; and

WHEREAS, it is in the County's best interest to enter into an On-Call Phase III Engineering Services agreement with the Engineer for the Project, (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an agreement with TBD of TBD for Project On-Call Phase III Engineering Services.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of \$150,000.00 to pay for On-Call Phase III Engineering Services for the Project and that said sum be paid from Transportation Sales Tax Fund #305, Line Item # 50140 (Engineering Services).

Line Item: 305.520.527.50140

Line Item Description: Engineering Services

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on June 13, 2023.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Agreement with TBD of TBD, Illinois for On-Call Phase III Engineering Services, Kane County Section No. 23-00564-00-EG

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$150,000.00
If not budgeted, explain funding source: N/A	

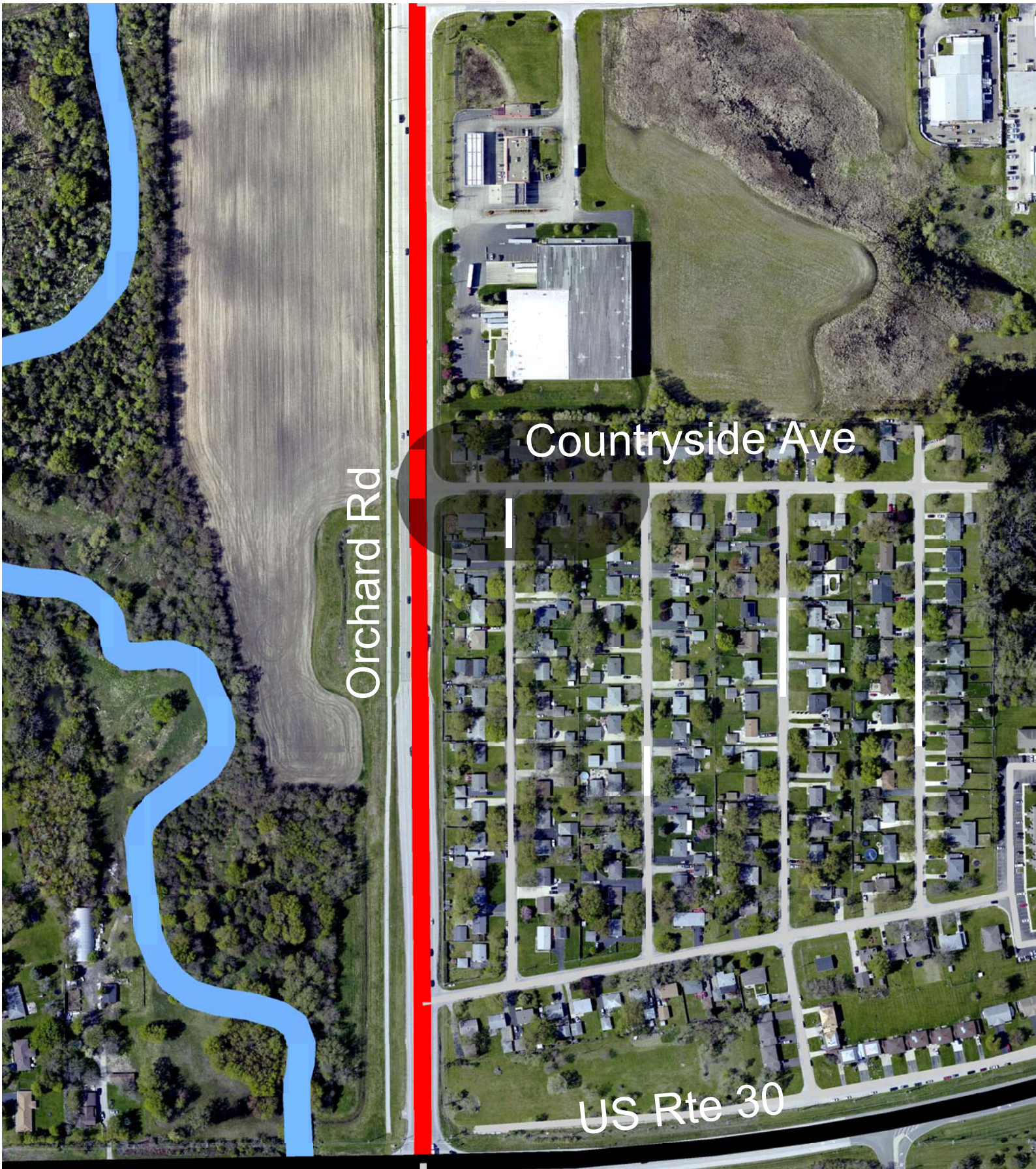
Summary:

Due to recent sudden resignation of a staff member within the Construction Department and our inability to hire professional replacement staff for two construction vacancies in a timely manner, KDOT is left short-staffed at the start of the 2023 construction season. We are in need of a professional engineering firm to perform "On-Call" Phase III Engineering Services for primarily two construction contracts to occur this year:

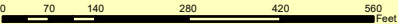
- 1) Countryside Avenue Widening Improvement (County contract)
- 2) Montgomery Road at Virgil Gilman Trail Improvement (State contract)

We are seeking approval of an Emergency Purchase and Emergency Affidavit as allowed by the Kane County Procurement Ordinance to streamline our Qualifications Based Professional Services Selection Process to select a professional engineering firm to provide On-Call Phase III Engineering Services for these two projects for an amount not to exceed \$150,000.00. The terms of this agreement will extend for two years with a one year extension (if necessary) in order to allow adequate time to fully complete the often lengthy State project close out process for the Montgomery Road project.

Staff recommends approval.

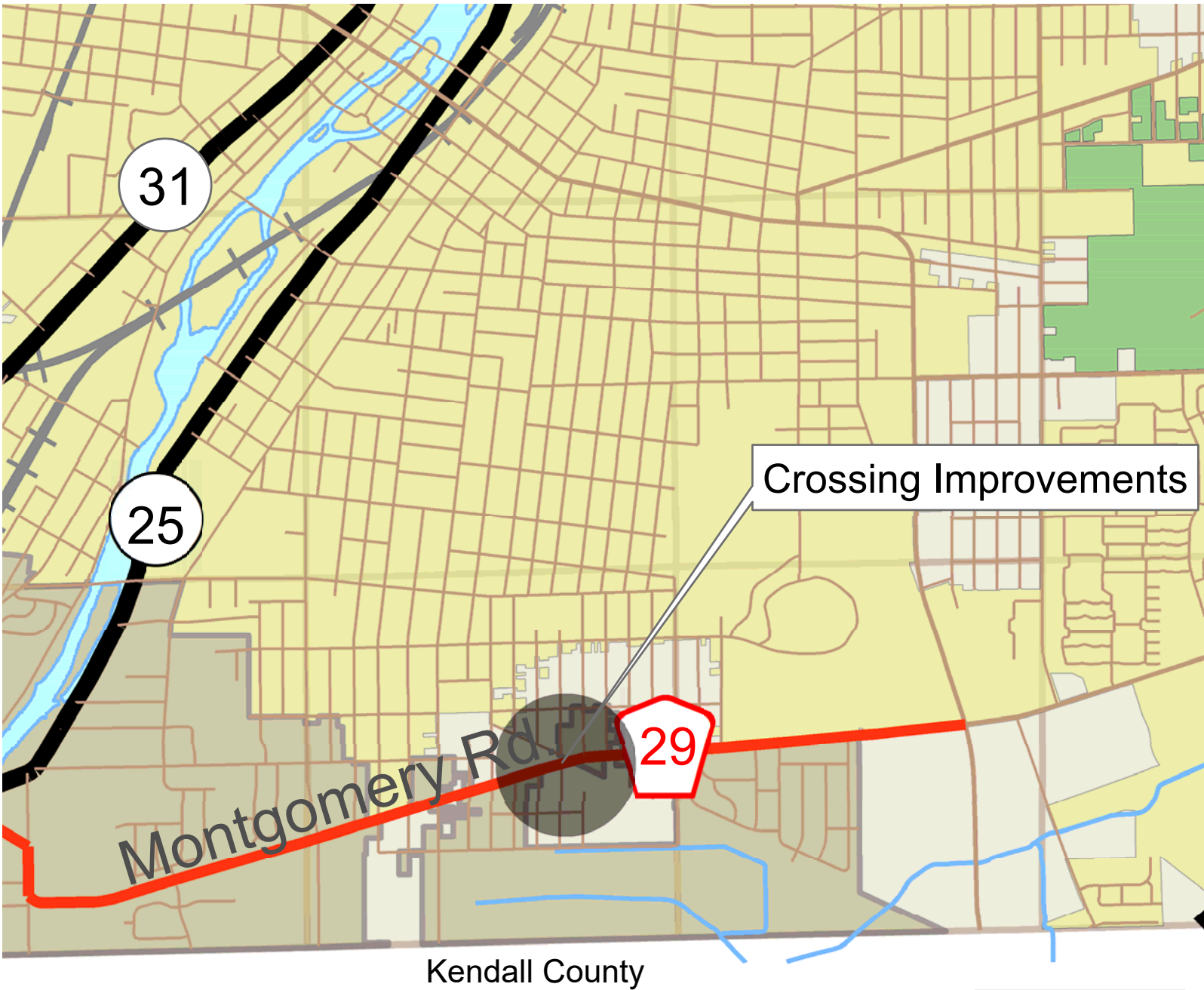


Section Number 21-00531-00-CH
 Countryside Avenue Widening



Harpisville	Rutland	Dorset
Burlington	Plain	Elgin
Ugah	Canton	St. Charles
Kanawha	Blackberry	Deerfield
Big Rock	Sugar Grove	Aurora





Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section Number 20-00524-01-SP HSIP Montgomery Road at Virgil Gilman Trail

