

# COAL CITY VILLAGE BOARD MEETING

WEDNESDAY  
NOVEMBER 9, 2022  
7:00 P.M.

## AGENDA-Revised

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes                                 October 26, 2022
4. Approval of Warrant List
5. Public Comment
6. Presentation – Coaler Business Alliance, Holiday Passport
7. Holiday Event Requests
  - i. Village Tree Lighting - November 27<sup>th</sup> at 4pm – Junior Women’s
  - ii. Holiday Hustle 5K Run/Walk – November 27<sup>th</sup>
8. Authorize Mayor Halliday to enter into a Professional Services Agreement with Chamlin Engineering for N. Broadway Reconstruction Project Phase 2, Design Engineering

- 9. Authorize Mayor Halliday to enter into a Settlement Agreement with ComEd related to erroneous payments
- 10. Authorize Mayor Halliday to enter into a Grant Agreement for the Acquisition of License Plate Readers for the PD from NW3C (National White Collar Crime Center)
- 11. Request for Final Payment to IDOT for Safe Routes to School Improvement per agreement dated 7/19/2016
- 12. Request for Payment – Waste Management Sludge Disposal
- 13. Ordinance 22-23 Review Preliminary Ordinance for Proposed 2022 Tax Levy
- 14. Report of Mayor
- 15. Report of Trustees S. Beach  
T. Bradley  
D. Spesia  
D. Greggain  
R. Bradley  
D. Togliatti
- 16. Report of Village Clerk
- 17. Report of Village Attorney
- 18. Report of Village Engineer
- 19. Report of Village Chief of Police
- 20. Report of Village Administrator
- 21. Adjourn



GFWC IL Coal City Junior Woman's Club  
PO Box 113  
Coal City, IL 60416  
70 Years of community service



October 25, 2022

Dear Coal City Village Board and Trustees:

After three long years, we are excited to finally bring Christmas and Holiday Cheer back to Coal City.

We are asking the Board's permission to organize and host a Village Tree Lighting once again.

We would like to have Santa arrive at 4pm on Sunday, November 27<sup>th</sup> and visit with children in the gazebo of Campbell Memorial Park until the official lighting at around 5pm (depending on when it gets dark enough). He will continue to visit with children and when they are done, can go to the concession stand for cookies and hot chocolate.

We would only need use of the park, the concession stand, a maintenance person to "throw the switch", and of course your permission to hold this event.

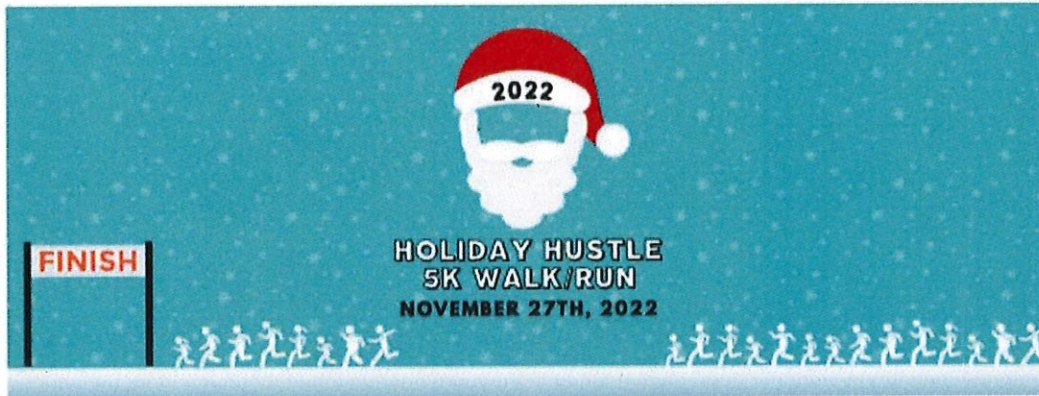
If you have any questions, please contact me at the email or number below.

Thank you very much for your attention to this.

Gratefully yours,

Cherie Sieger  
President, GFWC IL Coal City Junior Woman's Club  
773-359-3403  
cheriegfwc@gmail.com

cc: Linda Sula  
Pam Noffsinger



## 6th Annual Holiday Hustle 5K Run/Walk Sponsorship Form

Sponsorship for the 6th Annual Holiday Hustle 5K Run/Walk will benefit local charity Beans and Bites. Beans and Bites is a non-profit that will enable people to build life skills. Proceeds from this event will directly benefit the local charity's goals.

How would you like your name to appear on all publications:

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- \$500 Sponsorship** (Logo/Name on event t-shirts, media & publications)

*\*\*Please email logo to [admin@loribonarekrealty.com](mailto:admin@loribonarekrealty.com)\*\**

- \$200 Sponsorship** (Name on event t-shirts, media and publications)

- \$50 Sponsorship** (sign along the race route)

- Other monetary donation \_\_\_\_\_

- Additional promotional items/flyers \_\_\_\_\_

Questions or concerns can be directed at 815.518.2300 or by email at [admin@loribonarekrealty.com](mailto:admin@loribonarekrealty.com)

Please make sponsorship fees/donations payable to **Holiday Hustle**  
Then drop off or mail to Lori Bonarek Realty, 640 S. Broadway, Coal City IL 60416

**\*\*\*\*In order to guarantee inclusion in all printed materials must be submitted by Oct. 28, 2022\*\*\*\***

Thank you for your support!

Sincerely, the Holiday Hustle Committee

Lori Bonarek  
Amy Foley  
Rick Hakey  
Laura Jones  
Kasia Marketti

Jim Ludes  
Jodi Jensen  
Marv Perino  
Kristine Perino

Renee Super  
Debbie Durando  
Cindy Klein  
Melissa Alstott

Jen Phillips  
Jen Hakey  
Shannon Wahl  
Diana Mason

## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

### MEETING

**DATE:** November 7, 2022

**RE: APPROVAL OF THE CHAMLIN N. BROADWAY PHASE 2 DESIGN  
ENGINEERING CONTRACT**

The Village of Coal City was approved for a Phase 2 Design Engineering Project within the latest Transportation Improvement Plan that is managed by the Will County Governmental League. In order to locate the proper firm to complete this task a Request for Qualifications was advertised and responsive firms provided responses by which they proved past successes with similar projects in the hopes of being selected to complete the Phase 2 Engineering. Chamlin, together with subcontracted services from CBBEL, was selected as the best responsive proposal and negotiation over the total cost of their professional services has been ongoing since the latter end of August.

During that time, Chamlin has been reviewing scope and attempting to reduce the total engineering package to get Coal City to fund its 20% portion of the allotted appropriations for this project. Originally, the total engineering services agreement exceed \$500,000. This exceeded the allotted total expenditure for these services by over \$140,000, which would result in Coal City needing to purchase this total amount without and federal matching. I have been engaged with WCGL in order to see if any additional funding was available because, if possible, it is desired the total project limits from Division all of the way to Pequot curve is designed to possibly allow for the entire section to be constructed. However, all projects within the current project fiscal year are constrained, which means no additional funding is possible. This conclusion took quite a few discussions and work on the Transportation Coordinator's behalf over September and October because the Coal City portion is a small piece of the total TIP, which includes all CMAP Chicagoland construction projects as well.

At this point, please approve the IDOT contract as submitted. Chamlin and CBBEL have made reductions in cost from their initial estimate in order to reduce the overall cost. This new total - \$488,882 is a "worse case" scenario and a not to exceed limit for the project. This total will not be expended unless additional funds within the TIP are made available (this possibility could become reality – as projects are taken away because they cannot proceed to construction or have not expended as many funds as planned within the fiscal year because the project has not been completed). Adopting this contract allows additional funds to be allocated for the previously approved contract at a future date, which allows Chamlin and its subcontractors to provide additional professional services for area construction effects such as regional drainage, etc. As of now, without any changes within the TIP, Chamlin plans upon spending \$362,418 for its design services. Of this total amount, Coal City will be liable for \$72,484. Since this is

engineering services, the total expenditure occurs within the Coal City budget and is then reimbursed by the State of Illinois 80% per invoice upon follow up billing.

The total approved project exceeds the programmed allocation by \$126,464. If this total amount finds funding between March and September of 2023, the Village would be liable for another 20% of this amount, which is \$25,293.

Providing this approval will allow Chamlin to begin the necessary work on the project to return a design to the village by the end of summer next year.

**Recommendation:**

Authorize Mayor Halliday to enter into a contract with Chamlin Engineering to complete the Phase 2 Design Engineering for the North Broadway Reconstruction Project, not to exceed \$488,882.



**Chamlin & Associates**  
ENGINEERS • SURVEYORS • PLANNERS

221 West Washington Street • Morris, IL 60450  
Phone 815.942.1402 • Fax 815.942.1471  
morris@chamlin.com • www.chamlin.com

AUGUST 9, 2022

Village of Coal City  
515 S. Broadway  
Coal City, IL 60416

ATTENTION: Matt Fritz, Village Administrator  
SUBJECT: REQUEST FOR QUALIFICATIONS  
Phase 2 Design & Analysis of the N. Broadway Reconstruction Project

Dear Mr. Fritz:

Chamlin & Associates, Inc., is pleased to submit this Statement of Interest and Qualifications to provide Phase 2 design and analysis for the project to reconstruct North Broadway Street. Our Morris office will be primarily responsible for the work on this project.

Chamlin is a full-service civil engineering firm that has served clients throughout the North Central area for nearly seventy years. Chamlin is known as a firm that has successfully completed many of the region's significant civil engineering projects. We partner with over forty municipalities and other public agencies on projects of all sizes. Each project is treated with the same attention to detail and professional project management. Furthermore, we are proud to say that most of our work comes from long-standing clients.

Chamlin & Associates has been prequalified by IDOT in all categories necessary for successful completion of this project. Representing a large number of communities in the heart of District 3 gives us the unique advantage of working with IDOT District 3 staff on an almost daily basis to successfully complete roadway projects of all sizes. We thoroughly understand IDOT policies and procedures.

**Proposed Team & Key Staff.** Our staff of 53 employees which includes 13 professional engineers, 2 professional structural engineers, 5 professional land surveyors, and 23 engineering technicians is consistently involved in large municipal, DOT, and county projects. Our three offices in Morris, Peru and Ottawa routinely provide survey, planning, design, and construction inspection services for transportation clients. Our staff understand that each project/client is unique and requires special attention based on their needs. They will work closely with your staff to ensure that all project needs are met, use relationships with the IDOT District 3 staff to effectively coordinate with them to keep your projects on schedule, and provide technical expertise during each phase of the project. They are all widely respected for their ability to communicate effectively with all stakeholders to facilitate timely decisions and quick resolutions to issues.

Our team for this project will include:

Ryan Hansen	Ryan has 21 years' experience on transportation-related projects for the Illinois Department of Transportation, county highway departments and municipalities. He will serve as a staff engineer and direct tasks related to public coordination. Ryan will serve as point of contact for this project.
Casey McCollom	Casey has 21 years' experience on transportation-related projects for county highway departments and municipalities. He will serve as Project Manager and Project Engineer.

**Peru Office**  
4152 Progress Boulevard • Peru, IL 61354  
Phone 815.223.3344 • Fax 815.223.3348  
peru@chamlin.com

**Ottawa Office**  
218 West Lafayette Street • Ottawa, IL 61350  
Phone 815.434.7225 • Fax 815.434.2831  
ottawa@chamlin.com

**Mendota Office**  
903 Main Street • Mendota, IL 61342  
Phone 815.539.8137 • Fax 815.224.8575  
mendota@chamlin.com



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Dan Draper	Dan has 29 years' experience in transportation-related projects for the Illinois Department of Transportation and municipalities. His responsibilities will include Phase I Studies and Traffic Studies.
Dave Hall	Dave has 13 years' experience as project engineering in transportation related projects for municipalities. He will serve as Utility Coordinator for this project
Troy Reddoch	Troy has 6 years' experience in roadway geotechnical service for transportation related projects. He will serve as Roadway Geotechnical Reporter for this project.
Stephen Sugg	Stephen has 39 years' experience. He has considerable experience working on federally funded project. He will serve as QA/QC.
G. Michael Ziegler	Michael has over 37 years' experience in transportation related projects. He will serve as traffic signal coordinator for this project.
Anthony Dericco	Anthony has 32 years' experience in a wide array of project focusing on electrical applications. He will serve as Roadway Lighting for this project.
Mark Thomas	Mark has 23 years' experience. He will serve as Maintenance of Traffic Plans for this project.
John Murphy	John is a Professional Engineer and Land Surveyor with over 37 years of experience. He will serve as Surveyor for this project.
Johnathan O'Connell	Johnathan has over 24 years' as a professional engineer. He will serve as Drainage Design for this project.

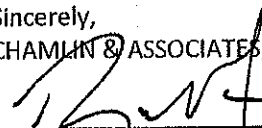
We will be teaming with Christopher B. Burke Engineering, Ltd. to serve as team members for this project. They will be responsible for drainage design, roadway lighting, QA/QC, phase I, ROW plans and plans, traffic signal coordination and maintenance of traffic plans.

We fully accept the terms and conditions of your Request for Qualifications and offer our commitment in entering into a mutually agreeable contractual agreement to fulfill your requested services in the form of the pro forma agreement provided. Chamlin & Associates understands a portion of this project is being funded with federal road improvement funds and will require coordination with IDOT District 3.

Chamlin & Associates, Inc., appreciates the opportunity to submit these qualifications. We look forward to working with you and continuing to serve the Village of Coal City. We have the technical expertise and project management experience that you are seeking to successfully deliver this project.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,  
CHAMLIN & ASSOCIATES, INC.

  
\_\_\_\_\_  
Ryan Hansen, P.E.  
Director of Morris Operations

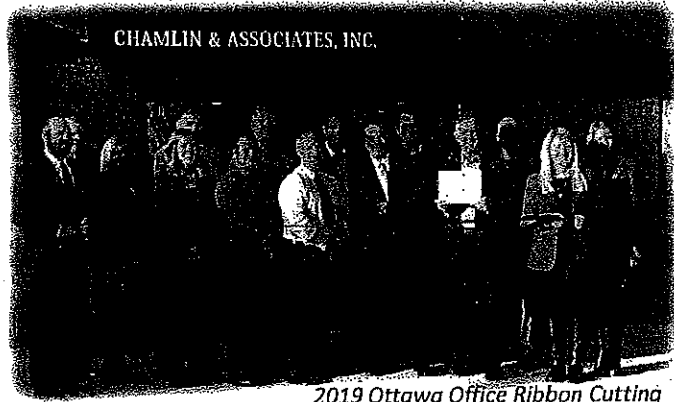
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cc: File  
Enclosure



# Statement of Qualifications

## **Brief History & Description of Firm**

Chamlin & Associates, Inc. was founded in 1952 in Peru, Illinois and expanded in 1959 by establishing an office in Morris, Illinois. Chamlin & Associates furthered their expansion in 2019 by acquiring the engineering and surveying firm Vegrzyn, Sarver & Associates, Inc. in Ottawa, Illinois. In this acquisition Chamlin was able to retain and add key employees that reside in and around the City of Ottawa and bring decades of familiarity of working with the City. In 2020, Chamlin & Associates continued the trail of expansion by acquiring Advance Engineering Associates in Mendota, Illinois.



*2019 Ottawa Office Ribbon Cutting*

The company has grown steadily for nearly 70 years. Our current staff includes 53 employees. Our firm consists almost entirely of long-term employees with greater than 15 years' experience.

Chamlin & Associates professional staff includes 13 licensed professional engineers, 2 licensed structural engineers, 5 licensed professional land surveyors, licensed architects, floodplain managers, environmental consultants, project managers and GIS professionals. The supporting staff includes engineers in training, designers, planners, engineering aides, CADD operators, construction inspectors and clerical personnel.

We are large enough to provide a complete range of consulting services and small enough to provide those services in a personal and expedited manner. Attention to detail and our dedication to quality service are maintained through our in-house QA/QC procedures and training programs. We have committed ourselves to provide the highest quality of services to our clients. Our experience, strong project management and expert evaluation are the keys to providing cost-effective solutions to your engineering needs. Chamlin's ultimate goal is Client Satisfaction.

Chamlin & Associates has provided services to state agencies, municipalities, industry, and others for nearly 70 years. Our projects have included, but are not limited to, transportation and bridge design, site design, storm and sanitary sewers, water distribution systems, water and wastewater treatment plants, comprehensive floodplain studies, landfills, interceptor sewers, environmental assessments, land, and topographical surveys, planning and development, utilities, conservation projects and permitting. We have also been successful in assisting various units of local government to identify sources of funding for community projects.

## Project Understanding & Approach

### Project Understanding

Chamlin & Associates understands that the Village of Coal City wishes to complete Phase 2 design engineering and analysis for the proposed North Broadway Improvement Project. The Phase 2 design engineering is to be based on the previously completed Phase 1 preliminary engineering, as supplied by the Village. It is understood that the design and construction of the project is to be funded with 80% federal funds and has a total estimated cost of \$6.7 million. The involvement of federal funds requires that the project be coordinated with IDOT District 3.

The scope of the proposed improvements to be designed includes the complete reconstruction of North Broadway Street from Illinois Route 113 to North Street. The reconstruction will consist of a 36' wide 3 lane pavement with combination concrete curb and gutter, 8' to 10' wide shared use path along the west side of North Broadway, parking areas, storm sewer, and utility coordination.

Additionally, North Street will be resurfaced between N. Broadway Street to North 2<sup>nd</sup> Avenue and reconstructed between North 2<sup>nd</sup> Avenue to Dresden Road. The reconstruction will consist of a 24' wide 2 lane pavement with combination concrete curb and gutter, storm sewer, and utility coordination. A 10' wide concrete shared use path will also be installed along North Street.

Chamlin & Associates understands that the scope of professional services to be provided is to develop a complete set of contract documents including plans, specifications, and final estimates. The fully developed contract documents shall be prepared in accordance with the required procedures for federally funded projects and suitable for use in the solicitation of competitive bids. As part of the development of the plans Chamlin will have open lines of communication with necessary stakeholders including adjacent businesses, residents, and school officials.

The plans shall be developed with special attention given to several key aspects for a successful project. The key aspects of this have been identified as the inclusion of bi-modal transportation and pedestrian accommodations, best management practices for stormwater along North Street, and the continuation of streetscape elements from the South Broadway improvements.

The project is located near the Coal City Elementary School. Special consideration will be given to inclusion of bi-modal transportation and addressing the safety of the high number of pedestrians within the project limits. The improvements to North Street shall also provide for ample opportunity to safely separate pedestrian and bicycle traffic and provide continuity to the bi-modal improvements along North Broadway.

It is understood that there have been significant past improvements to the storm sewer system along North Street. The design will incorporate these improvements as well as provide additional accommodations for best management practices of storm water management and water quality.

Finally, the City desires to continue the concepts and aesthetics of the recently completed South Broadway Streetscape project. The concepts that are to be included in the design will include wide pedestrian pathways, decorative street lighting, and any other elements that will add to the continuity of the Broadway corridor.

### **Project Approach**

Chamlin & Associates has a long history working successfully with IDOT District 3 and is intimately familiar with IDOT policies and procedures. That history has included the completion of hundreds of projects that involve similar funding types as those that will be used to finance this project. The familiarity with IDOT processes will allow our engineers to navigate efficiently through the design engineering stages and minimize project delays and costs. Chamlin & Associates prepared the necessary Phase I documents to submit for IDOT approval. These Phase I documents and preliminary IDOT approval were used to apply for the Phase II and Phase III funding through the Will County Governmental League. While the PDR has been completed and the necessary environmental reports have been submitted there will be ongoing coordination to finalize the Phase I while also working through the Phase II design. Chamlin & Associates' familiarity with the project to date will be instrumental in keeping this project on track and avoiding any costly delays.

In Phase II we will use our knowledge of IDOT policies to provide the most cost-effective, constructible design. Upon selection, we will meet with the Village to discuss the detailed project scope and potential environmental, utility, traffic maintenance, geometric, crash history and drainage issues associated with the project. All potential stakeholders including the Coal City Elementary School and adjacent residents and businesses will be identified and solicited for input on the project. Key milestones will be established for project deliverables to meet the City's desired project timeline. Chamlin & Associates is also proposing to engage Christopher B. Burke Engineering Ltd. (CBBEL) to assist with performing various roles during the project (See Project Matrix). CBBEL also has extensive experience working with IDOT and just completed the South Broadway roadway improvements just to the south of this proposed project. By having another engineering firm performing QA/QC the Village will be assured the project design has been thoroughly vetted.

The project team has worked on numerous projects that involve multiple modes of transportation. From bike trails and multi-use paths to shared use roadways we are familiar with all the design guidelines and best engineering practices to make the facilities as safe and efficient as possible. Mr. Draper is currently working on projects for IDOT District 3 that incorporate complete streets design processes and has completed multiple projects to date.

Casey McCollom/Project Manager will ensure all team members fully understand their individual scope and schedule. Throughout the entire process, he will monitor scope, schedule, and budget. Our QC/QA plan will be adhered to and value engineering principles will be utilized during all tasks to ensure the most cost-effective design is provided. When needed, additional project meetings (or conference calls) will be held to address work completed, scoping, budget, and schedule to complete future tasks.

As the proposal moves through the design phase, we are ready to implement our experience to assure the development of a quality set of plans. In addition to the other Phase II tasks, we recognize the importance of reducing potential utility delays and maintaining mobility while providing a safe work zone for workers and both motorized and non-motorized traffic during construction.

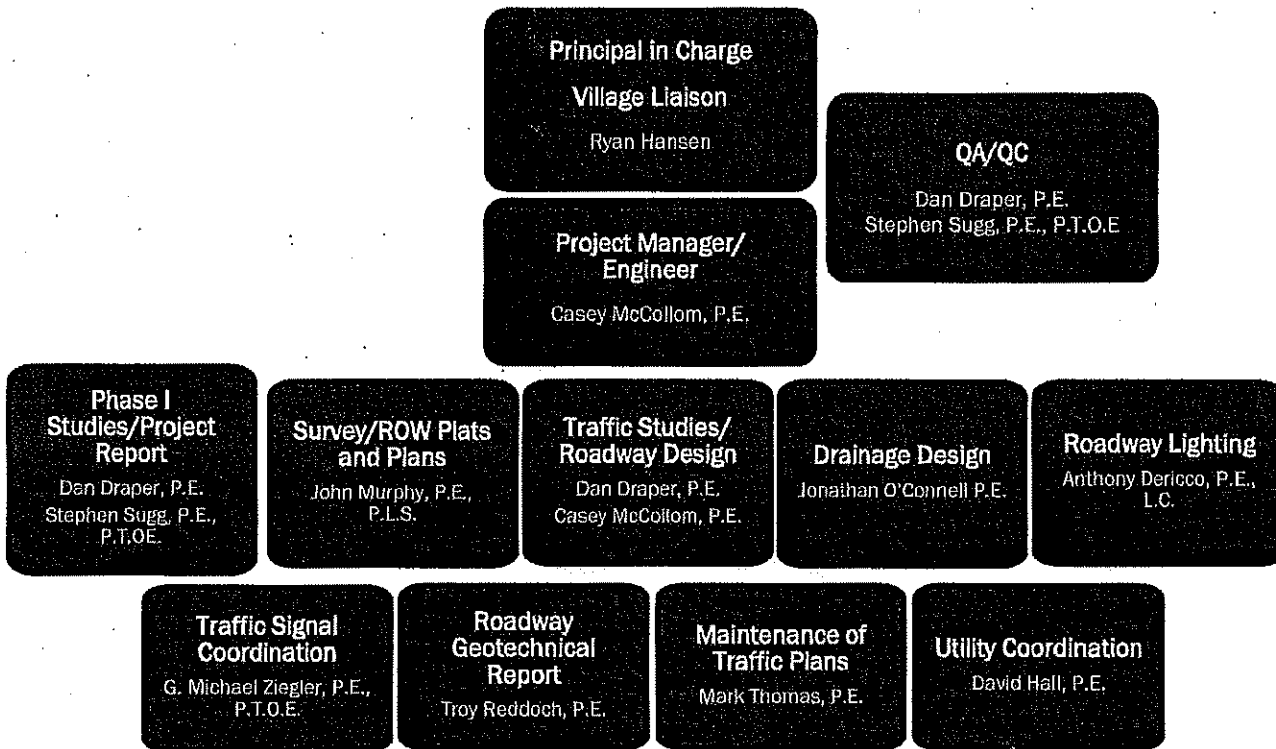
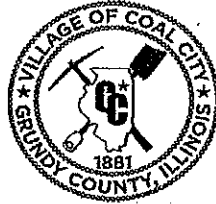
The Chamlin Team understands the impacts utility relocation delays can cause during the construction phase. During Phase II, we will coordinate conflict resolution of any utility facilities that were identified during the study phase that cannot be avoided. Our team will coordinate with affected utility companies to address conflicts as early as possible.

Specific Phase II engineering tasks are expected to include:

- ❖ Prepare plans, specifications, and estimates for State letting.
- ❖ Prepare Construction Estimate of Cost.
- ❖ Prepare Construction Estimate of Time.
- ❖ Utility coordination.
- ❖ Prepare a Storm Water Pollution Prevention Plan (SWPPP)

**Staff Matrix**

Our Morris office will be primarily responsible for the work on this project. The following is an organizational chart of Chamlin's and Christopher B. Burke's key personnel that will be assigned to this project.



Key personnel cameo resumes may be found in the Team Staff & Qualification of Firm section.



Using Federal Funds?  Yes  No

Agreement For:  Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Coal City	Grundy	19-00000-00-ES	
Project Number	Contact Name	Phone Number	Email
	Matt Fritz	(815) 634-8608	mfritz@coalcity-il.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
North Broadway Street	FAU 288	1.45 mi	
Location Termini			Add Location
From Illinois 113 North to North Street, and North Street from N. Broadway east to curve			Remove Location

Project Description

Reconstruction of N. Broadway, including but not limited to removal of existing roadway pavement, sidewalk, & entrances, construction of new HMA pavement, curb and gutter, drainage, lighting, and streetscape elements. Resurfacing of North Street from N. Broadway to Second Street, and reconstruction of North Street from Second Street to curve. Reconstruction is to include removal of existing pavements, construction of curb and gutter, drainage, and landscape elements.

Engineering Funding  Federal  MFT/TBP  State  Other

Anticipated Construction Funding  Federal  MFT/TBP  State  Other

AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Chamlin & Associates, Inc.	Ryan Hansen	(815) 942-1402	ryanhansen@chamlin.com
Address	City	State	Zip Code
221 W. Washington Street	Morris	IL	60450

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge: A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor

Company or Companies to which the construction contract was awarded

**AGREEMENT EXHIBITS**

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514 )
- Exhibit D1: Subconsultant Scope and CESC \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER'S professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER'S responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

**II. THE LPA AGREES,**

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.  
Method of Compensation:

- Lump Sum  
 Specific Rate  
 Cost plus Fixed Fee:

Fixed

$$\text{Total Compensation} = \text{DL} + \text{DC} + \text{OH} + \text{FF}$$

Where:

DL is the total Direct Labor,  
 DC is the total Direct Cost,  
 OH is the firm's overhead rate applied to their DL and  
 FF is the Fixed Fee.

Where  $\text{FF} = (0.33 + R) \text{DL} + \% \text{SubDL}$ , where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the



LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace

no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's or contractor's policy of maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chamlin & Associates, Inc.		\$270,300.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.		\$218,582.00
	Subconsultant Total	\$218,582.00
	Prime Consultant Total	\$270,300.00
	Total for all work	\$488,882.00

AGREEMENT SIGNATURES

Executed by the LPA:

The  of

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

11/4/2022

Title

By (Signature & Date)

11/4/2022

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Coal City	Chamlin & Associates, Inc.	Grundy	19-00000-00-ES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

**EXHIBIT A  
SCOPE OF SERVICES**

**FOR FEDERAL PARTICIPATION PROJECTS**

**Phase 1:**

1. Make necessary revisions and submit Project Development Report and Environmental Survey Request for final approval.
2. Evaluate Preliminary Design document to identify required proposed right of way.

**Land Acquisition:**

1. Prepare Preliminary Right of Way and Easement Plats
2. Coordinate title, appraisals, and negotiation for acquisition

**Phase 2:**

1. Perform supplemental topographic surveys as necessary
2. Coordinate geotechnical services to obtain pavement cores and soil borings.
3. Development of final geometry
4. Preparation of drainage study and development of Storm Sewer and Storm Water Management System.
5. Preparation of final horizontal and vertical geometry
6. Mechanistic Pavement design and development of Typical Sections
7. Development of Roadway cross sections
8. Preparation of lighting design
9. Development of construction staging
10. Preparation of Plans in accordance with the requirements of BDE Chapter 63. Plan Sheets to include Cover, Summary of Quantities, Schedule of Quantities, Typical Sections, Maintenance of Traffic/Staging Plans, Removal Plans, Roadway Plan and Profile, Drainage and Utility Plan and Profile, Pavement Marking Plans, Erosion Control and Landscaping Plans, Construction Details, and Cross Sections.
11. Preparation of Project Special Provisions
12. Preparation of Project Estimates

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Coal City	Chamlin & Associates, Inc.	Grundy	19-00000-00-ES

**EXHIBIT B  
PROJECT SCHEDULE**

1. Notice to Proceed/Project Kickoff - October 2022
2. Finalize PDR/Phase 1 - October 2022 - January 2023
3. Land Acquisition - Plats, Legals, Negotiation - January 2023 - January 2024.
4. Development of 50% Plans for Stakeholder and preliminary utility coordination - December 2022 - March 2023
5. Development of 90% Plans, Specifications, and Estimates - Submit to IDOT for Review March 2023 - August 2023
6. Finalize Utility Coordination - May 2023 - August 2023
7. Prepare Final Plans Specs & Estimate - August 2023 - December 2023
8. Project Letting January 2024

**MEMO**

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** November 9, 2022

**RE: SETTLEMENT AGREEMENT FOR BACK UTILITY FRANCHISE  
AGREEMENT FEES**

Coal City had engaged in services with Azavar, which is an audit firm specializing on reviewing past revenue collections of the municipality and identifying under collection from rate payers such as ComEd, which collects franchise fees agreed upon for their utilization of the right of way and sole electricity provider occupation throughout the Village. Aside from Coal City, Azavar engages in similar reviews for other municipalities and then presses forward with collecting back taxes after discrepancies are identified between the annexed property within the municipal limits and actual taxes provided.

Azavar has successfully led a number of municipalities through this effort and Coal City is the latest among others to gain from their knowledge of the regulations regarding the collection of these fees. Coal City, along with other municipalities, provided their approval to jointly utilize a law firm in the negotiation of back taxes from ComEd. Due to the work of Azavar and their representation, Cozen, O'Connor, a specialty firm from Washington DC, a settlement agreement has been agreed upon by which Coal City shall receive a portion of identified back taxes and collect \$32,199.06 from the total settlement litigated on behalf of Azavar's clients.

This settlement comes from a larger amount that was previously agreed upon when engaging in the Azavar auditing services, which allows them to get slightly less at just over \$26,000 and the settlement representatives' firm another \$3,081.25. This settlement represents years of work on behalf of Azavar analyzing payments versus the total accounts for the Village of Coal City and engaging with ComEd and its legal representation in order to gain the final settlement amount of \$61,625 related to Coal City's claims. This accounts for under collection from 2014 through 2018. When the discrepancy in addresses was identified, Coal City received the new adjusted annual total for the years following this time period. This revenue line item produces just under \$200,000 on an annual basis.

**Recommendation:**

Authorize Mayor Halliday to enter into a Settlement Agreement with ComEd for Back Revenues that have not been previously provided to Coal City.

## SETTLEMENT AGREEMENT

This Settlement Agreement dated \_\_\_\_\_, 2022 (“Settlement Agreement”) is entered into by the Village of Coal City (the “Municipality”), and Commonwealth Edison Company (“ComEd”) (the Municipality, and ComEd together, the “Parties,” and each a “Party”), and Azavar Audit Solutions, Inc. (“Azavar”).

### RECITALS

**WHEREAS**, ComEd is an Illinois corporation engaged in the transmission, sale, and distribution of electricity to the public in Illinois, and is a public utility as defined in Section 3-105 of the Public Utilities Act.

**WHEREAS**, the Municipality is a municipal corporation organized and existing under Article VII of the 1970 Constitution of the State of Illinois.

**WHEREAS**, Azavar has entered into an agreement with the Municipality to audit ComEd’s collection and remittance of municipal utility taxes for electric service;

**WHEREAS**, Article IV, Section 36 of the Municipality’s Code of Ordinances imposes a Municipal Utility Tax (“MUT”) on the distribution, supply, furnishing, or sale of electricity within the corporate limits of the Municipality.

**WHEREAS**, on August 7, 2017 Azavar, as the Municipality’s authorized agent, issued a Notice of Audit to ComEd seeking to audit ComEd’s collection and remittance of MUT for electric service.

**WHEREAS**, on December 18, 2018, the Municipality issued a Notice of Tax Liability (“NTL”) alleging that ComEd failed to collect and remit certain MUT to the Municipality.

**WHEREAS**, ComEd timely filed its protest of the NTL disputing the allegations in the NTL.

**WHEREAS**, the Parties continue to disagree about the validity of the allegations in the NTL.

**WHEREAS**, in recognition of the expense and hazards of litigation, the Parties now wish to resolve the allegations in the NTL.

**THEREFORE**, in consideration of the various undertakings and covenants hereinafter provided for, the Parties hereby agree as follows:

## SETTLEMENT TERMS

**NOW, THEREFORE,** in consideration of the mutual covenants, agreements and conditions contained herein and upon acknowledgement by each of the Parties of the receipt of valuable consideration, the Parties agree as follows:

1. **Recitals.** Each of the recitals set forth above is expressly incorporated herein.

2. **Settlement Amount.** In consideration of the foregoing and in further consideration of the statements, representations, promises, covenants and warranties as set forth herein, ComEd will pay to the Municipality in settlement of the NTL the total amount of \$61,625.00 (sixty-one thousand six hundred twenty-five dollars and zero cents) (the "Settlement Amount"). This payment will constitute full payment and satisfaction of the NTL.

3. **Erroneous Payments to the Municipality.** The Municipality understands that ComEd is engaged in audit processes with other Illinois communities. In connection with those audits, if ComEd is determined to owe MUT to another community that it erroneously paid to the Municipality, and pays another community any such amount on or before December 31, 2022, the Municipality agrees that, upon notice and reasonable verification of same, ComEd may deduct such amount (the "Credit") from a future MUT remittance to the Municipality. The Credit shall be only for the actual tax erroneously remitted to the Municipality and not for any penalties or interest ComEd may have additionally paid another community. The Credit may be taken by ComEd without regard to any statute-of-limitations or refund arguments that otherwise might be available to the Municipality pursuant to local ordinance or state law. Under no circumstances shall the total amount of the Credit exceed 10% of the Settlement Amount.

4. **Payment Method and Instructions.** Within 15 business days of the full execution of this Settlement Agreement, ComEd will pay the Settlement Amount to the Municipality in full and final settlement of the NTL, the sufficiency of which is hereby acknowledged and agreed to by the Municipality. ComEd will make payment of the Settlement Amount by wire pursuant to the following wiring instructions:

Account Title: Cozen O'Connor IOLTA-IOLA  
Account Number: 800009782  
Routing Number: 271070801  
Bank Name Citibank  
Bank Address Chicago, IL  
SWIFT Code CITIUS33

5. **No Admission.** This Settlement Agreement constitutes the compromise of disputed claims, causes of actions, denials, and/or defenses made or to be made by the Parties or any of them, and attorney fees and costs, and is being entered into solely for the purpose of bringing to an end the real or potential claims referred to herein and to avoid further costs of litigation. The Parties understand and agree that neither the entry into this Settlement Agreement nor the payment of the Settlement Amount shall constitute or be construed as an admission of liability by either Party to any person or entity. This



Settlement Agreement, each of its provisions, any prior drafts thereof, any negotiations, proceedings, or agreements relating to it, and any matter arising in connection with such negotiations, proceedings, or agreements, shall not be offered or received in evidence in any litigation other than litigation brought to enforce the terms of this Settlement Agreement.

**6. General Releases.** Effective upon the full execution of this Settlement Agreement by the Parties, the Municipality, on behalf of itself, and its agents, representatives, personal representatives, subsidiaries, partners, managers, members, officers, directors, employees, shareholders, affiliates, divisions, predecessors, successors, and assigns, hereby waives, releases, relinquishes, and forever discharges any and all claims, suits, causes of action, debts, liens, demands, liabilities, obligations, covenants, controversies, agreements, promises, damages, costs, and expenses of any nature or kind whatsoever, at law or in equity, related to the MUT due or allegedly due to the Municipality on or before December 31, 2018, which it has brought or could have brought as of the date of this Settlement Agreement, against ComEd and/or any of its respective affiliates or its respective members, managers, officers, directors, shareholders, owners, partners, agents, lenders, employees, attorneys, personal representatives, successors and assigns. Contemporaneously, and as part of this mutual release, ComEd, on behalf of itself and each of its agents, representatives, personal representatives, subsidiaries, partners, managers, members, officers, directors, employees, shareholders, affiliates, divisions, successors, predecessors and assigns, hereby waives, releases, relinquishes, and forever discharges any and all claims, suits, causes of action, debts, liens, demands, liabilities, obligations, covenants, controversies, agreements, promises, damages, costs, and expenses of any nature or kind whatsoever, at law or in equity, related to the MUT due or allegedly due to the Municipality on or before December 31, 2018, which it has brought or could have brought as of the date of this Settlement Agreement, against the Municipality and/or its respective affiliates or its respective members, managers, officers, directors, shareholders, owners, partners, agents, lenders, employees, attorneys, successors and assigns.

**7. Disclosure and Confidentiality.** The Parties and Azavar agree to maintain the negotiations, calculations, and terms of this Settlement Agreement in confidence. In making any disclosure permitted in this Paragraph, the Parties and Azavar agree that they will limit the content of all disclosures and make only such disclosures as are necessary to comply with such permitted disclosures:

- a. to the Parties' attorneys, accountants, appraisers, agents, and other persons for the purpose of providing accounting or tax advice or services to one of the Parties;
- b. by counsel to the Municipality, as necessary to provide privileged and confidential legal advice to any other municipality that has issued an NTL to ComEd, provided that such municipalities agree to treat such information as confidential;
- c. as deemed necessary by ComEd, in response to inquiries made regarding this Settlement Agreement by other municipalities that have issued a NTL.

to ComEd, provided that Parties agree to treat the information provided by ComEd as confidential;

- d. in response to a lawful subpoena, court order or written request from a state or federal government official provided that prior notice, is given to the non-disclosing Party or Parties;
- e. as deemed necessary by ComEd to any regulatory body with jurisdiction over it, including but not limited to, the Illinois Commerce Commission;
- f. to the extent necessary to comply with state or federal laws or regulations, including, but not limited to, to the Freedom of Information Act ("FOIA") and the Open Meetings Act ("OMA");
- g. to the extent necessary to enforce the terms of this Settlement Agreement or in any other legal dispute involving only Parties to this Settlement Agreement and/or Azavar.

Moreover, acknowledging that the Municipality is a public body subject to FOIA requests and the OMA, and may be subject by law to other public-disclosure requirements, it is therefore agreed that, if there is a legally required public disclosure on or before December 31, 2025 of any of the terms of this Settlement Agreement pursuant to FOIA, the Open Meetings Act, or any other similar public disclosure-requirement, the Municipality shall notify ComEd by electronic mail at least two (2) business days prior to such disclosure of any of the terms of this Settlement Agreement pursuant to such legal requirements. The Municipality shall not be required to provide notice pursuant to this paragraph related to the consideration or approval of the Settlement Agreement by the corporate authorities of the Municipality or the publication of related documents including, but not limited to, meeting minutes and agendas.

The Municipality shall provide such electronic mail communication to the following e-mail address:

- litigationattorneys@exeloncorp.com.

Except for the permitted disclosures referenced above, the Parties and Azavar further agree not to initiate any publicity or make any public statement or comment regarding or related to the NTL or this Settlement Agreement except as required by law or as set forth above in this Paragraph. If media requests are received or questions raised regarding the NTL or this Settlement Agreement, Azavar shall decline to comment and the Parties shall provide only the following response, without elaboration: "The Parties decided to settle this matter. Further comment regarding the settlement is prohibited by the Parties' Settlement Agreement, except as required by law."

The Parties and Azavar acknowledge and agree that damages that will result to ComEd if the Municipality or Azavar violates the provisions set forth in this Paragraph shall be extremely difficult or impossible to establish or prove, and agree that the amount of one

thousand dollars and zero cents (\$1,000.00) shall constitute liquidated damages for any such violation by the Municipality or ComEd and five thousand dollars and zero cents (\$5,000.00) shall constitute liquidated damages for any such violation by Azavar.

ComEd and the Municipality agree that such liquidated damages shall be in lieu of all other claims that ComEd or the Municipality may make by reason of any such violation.

8. **Release as a Defense.** This Settlement Agreement may be pleaded as a full and complete defense and may be used as the basis for an injunction against any action, suit, or proceeding, which may be prosecuted, instituted, or attempted by any Party in breach thereof.

9. **Remedies.** The Parties expressly agree that if either Party elects to take any legal action to enforce the terms of this Settlement Agreement, in addition to any other remedies available, the prevailing Party shall be entitled to recover from the other Party all of its associated costs and expenses, including, without limitation, its reasonable attorneys' fees incurred by the prevailing Party in connection with such enforcement steps.

10. **Survival.** All promises, covenants, warranties and representations contained in this Settlement Agreement shall survive execution of this Settlement Agreement, except where explicitly stated otherwise.

11. **Successors and Assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties' respective successors, assigns, beneficiaries, heirs, executors, trustees, administrators, representatives, officers, directors, stockholders, agents, and insurers.

12. **Representation by Counsel.** The Parties acknowledge that they have each been represented by independent counsel of their own choice throughout all of the negotiations that preceded and resulted in the execution of this Settlement Agreement. This Settlement Agreement shall be construed fairly as to all Parties and not in favor of or against any of the Parties regardless of who prepared this Settlement Agreement.

13. **Entire Agreement.** The Parties understand and agree that this is the entire agreement between the Parties.

14. **Modification or Amendment.** This Settlement Agreement shall not be modified, altered, or discharged except by an instrument in writing, signed by the Party against whom enforcement of the amendment, alteration, or modification is sought.

15. **Governing Law.** This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of law.

16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall be admissible in evidence, but all of which together shall constitute one and the same instrument and shall become effective when counterparts executed by each Party have been delivered to counsel

for all other Parties. Execution by facsimile, by an electronically transmitted signature, or by Portable Document Format (PDF), shall be fully and legally binding on the Parties.

17. **Headings.** The paragraph headings in this Settlement Agreement are for convenience only and shall not affect the meaning or interpretation of its provisions.

18. **Authority and No Assignment.** Each Party: (a) represents and warrants that it is authorized to enter into this Settlement Agreement and that it is authorized to give the releases contained herein and (b) represents and warrants that, other than as expressly set forth herein, neither it nor any of its agents, representatives, officers, members, employees, or attorneys have made, assigned, transferred, sold, pledged or hypothecated, or have purported to make, assign, transfer, sell, pledge or hypothecate, any actual or alleged claims, demands, causes of action, obligation, liabilities, or any interest in the matters being released by this Settlement Agreement, which, but for such assignment, transfer, sale, pledge, or hypothecation, would be subject to the release in this Settlement Agreement.

19. **Severability.** Should any provision of this Settlement Agreement be declared or determined by a court to be illegal or invalid, the court shall have the power to modify this Settlement Agreement so that it conforms with prevailing law and the validity of the remaining parts, terms, or provisions shall not be affected thereby. If any provision of this Settlement Agreement shall be held, declared, or pronounced void, voidable, invalid, unenforceable, or inoperative, in whole or in part, for any reason by any court of competent jurisdiction, government authority, or otherwise, such holding, declaration, or pronouncement shall not adversely affect any other provision of this Settlement Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms. To the extent permitted by applicable law, the Parties hereby knowingly, voluntarily and intelligently waive any provision of law that prohibits or renders void or unenforceable any part, provision, representation or warranty hereof.

20. **Attorney Fees and Costs.** Other than as expressly provided herein, the Parties shall each bear their own attorney fees, costs and expenses incurred in connection with this matter.

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

VILLAGE OF COAL CITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

COMMONWEALTH EDISON COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

AZAVAR AUDIT SOLUTIONS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**MEMO**

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** November 9, 2022

**RE: GRANT FOR LICENSE PLATE READERS FOR THE POLICE  
DEPARTMENT**

Attached is the grant agreement for the provision of License Plate Readers from the National White Collar Crime Center, better known as NWC3. They are a larger grantee who issues equipment to subgrantees which will be the Village of Coal City in this instance. License Plate Readers (LPRs) have emerged as a new means of monitoring traffic flowing through the community, which enables additional information to be gathered from high speed chases in which runaway vehicles travel through multiple communities. A whole private industry has emerged to provide this technology; municipalities usually go with either Flock or Vigilant Solutions.

The Vigilant cameras have more upfront cost, but their annual lease maintenance is less than Flock year over year. This grant will allow the Village to secure three camera stations – one will be stationary at a determined location while two others setups will allow two cars within the fleet to have mobile readers, which will assist with traffic monitoring. All retention and related software occurs remotely and is the responsibility of Vigilant (which is used throughout Chicagoland).

Sergeant Logan applied for and received the grant which will provided \$44,552.52 of funding towards the total all-in cost of \$57,222.84. This grant includes a 5-year warranty on the equipment in case anything occurs within the first 5 years of ownership. Each year, following this initial payment, the maintenance will cost \$7,925 annually.

The mobile readers will allow the equipment to be moved throughout the community and the fixed location will be placed at a location to fit in with the units being installed by Grundy County as well.

**Recommendation:**

Authorize Mayor Halliday to Enter into an Agreement with NWC3 for new License Plate Reading Technology.

Attached quote was reduced

Mobile install on 2 cars      1,495.00 X 2 = 2,990.00  
Fixed Camera Install                      \$2812.84

\$51,420.00 Product Cost  
+ 5,802.84 Product Install  
=\$57,222.84 Total

\$ 57,222.84 Total  
\$ 44,552.52 Grant  
=\$12,670.32 Amount to Come From Budget

Quote includes extended warranty (total 5 years) and first year of camera license and Investigative Data Platform.

Annual after first year

\$3,675.00 Investigative Data Platform  
\$4,250.00 Camera Licenses

Total:      \$7,925.00

Sgt. Logan,



I have a side-by-side comparison below showing some of the key hardware capability differences between the Motorola L5F (reaper upgraded) and a flock camera.

Another thing to note regarding key differences is the number of scans in the LEARN database (Motorola database) that you will have access to. To date, the LEARN database holds about 44 billion scans and continues to increase by around 1 billion per month. The Illinois State Police are currently using this database with their LPR (both fixed and mobile) and you would receive access to these scans. You are also very easily able to share your data with other agencies and in return have their data shared with you. Flock does allow this, however only with other flock users.

On the hardware side, it is worth calling out the difference in range, capture speed, field of view, and IP rating (weatherproof capabilities). Please let me know if I can provide any further information regarding a comparison.

<b>Features</b>	<b>Motorola L5F</b>	<b>Flock</b>
<b>Effective LPR range</b>	Up to 125' (depending on part #)	<75'
<b>Capture speed maximum (mph)</b>	150	100 (Falcon Flex)
<b>Effective LPR field of view (lane capturing distance - overhead)</b>	20~26'	15'
<b>Built-in illumination</b>	Yes	Yes
<b>Resolution</b>	1440 x 1080	1024 x 828
<b>Infrared &amp; color cameras</b>	Yes	Yes
<b>Power</b>	AC	Battery/solar or AC
<b>For extreme conditions/all weather</b>	Yes	Yes
<b>Environmental rating</b>	IP67	IP65



		<b>Vigilant Solutions, LLC</b> P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	Coal City Police Department - Attention: Thomas Logan			Date:	10-17-22
Project Name:	Mobile / Fixed LPR Project			Quote ID:	JUM-0335-04

## PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

### (2) 3-Cam L5M Mobile LPR Systems

Units quoted at 50% off - Buy 1 Get 1 Promotion

Installation NOT included

Annual CLKs quoted below

Qty	Item #	Description
(2)	Mobile LPR SYS-1 CDM-3-333-L5M \$6,000.00 Each	<b>Mobile LPR 3-Camera L5M High-Definition System (Expandable to 4 Cams)</b>  <u>Hardware:</u> <ul style="list-style-type: none"> <li>• Qty=3 12mm lens package</li> <li>• VLP-5200 Processing Unit</li> <li>• Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> <li>◦ Single point power connection</li> </ul> </li> <li>• Field installed GPS antenna</li> </ul> <u>Software:</u> <ul style="list-style-type: none"> <li>• CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> <li>◦ LPR vehicle license plate scanning / real time alerting</li> <li>◦ Full suite of LPR tools including video tool set</li> </ul> </li> </ul>
(2)	VS-LBB-02-E \$1,095.00 Each	<b>LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set</b> <ul style="list-style-type: none"> <li>• LPR Camera Mounting Bracket - Rooftop under light bar</li> <li>• Compatible with most Whelen, Code3, TOMAR, Federal Signal, Arjent S2 Light Bars</li> <li>• Mounts up to four (4) LPR cameras</li> </ul>
(2)	VS-SHP-01 \$130.00 Each	<b>Vigilant Shipping Charges - Mobile</b> <ul style="list-style-type: none"> <li>• Applies to each Mobile LPR System</li> <li>• Shipping Method is FOB Shipping</li> </ul>
<b>Subtotal Price (Excluding sales tax)</b>		<b>\$14,450.00</b>

# (1) L5F Fixed LPR Camera & VLP Communications Box

Cellular NOT Included

Installation NOT Included

Annual CLKs quoted below

Qty	Item #	Description
(1)	VSF-025-L5F \$6,495.00 Each	<b>L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable</b> <ul style="list-style-type: none"> <li>• Dual-lens camera with infrared LEDs for plate illumination</li> <li>• 55ft - 85ft capture distance and up to 2 lane coverage</li> <li>• Internal trigger for capture of plate alphanumeric, vehicle make and model</li> <li>• Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions</li> <li>• 60' camera cable included</li> <li>• Includes CarDetector LPR software for local server hosting</li> <li>• LPR vehicle license plate scanning / real time alerting                             <ul style="list-style-type: none"> <li>◦ Full suite of LPR tools including data analytics</li> </ul> </li> </ul>
(1)	BCAV1F2-C600 \$2,895.00 Each	<b>Vigilant Fixed Camera Communications Box</b> <ul style="list-style-type: none"> <li>• Manages power and communications for up to four (4) Vigilant fixed LPR cameras</li> <li>• Includes modem for communication with cellular carriers                             <ul style="list-style-type: none"> <li>◦ SIM Card not included</li> </ul> </li> </ul>
(1)	VS-FX-UNI-POLE-WALL-BRKT_REV_B \$350.00 Each	<b>Fixed LPR Camera Bracket</b> <ul style="list-style-type: none"> <li>• Pole or Wall Mount - UPR ARM ASSY POLE &amp; WALL MOUNT BLK REV B</li> </ul>
(1)	VS-SHP-02 \$70.00 Each	<b>Vigilant Shipping Charges - Fixed or Comms</b> <ul style="list-style-type: none"> <li>• Applies to each fixed camera LPR System</li> <li>• Or Communication Box Purchased without LPR System</li> <li>• Shipping Method is FOB Shipping</li> </ul>
<b>Subtotal Price (Excluding sales tax)</b>		<b>\$9,810.00</b>

## Commercial Data Access

20 + Billion Commercial & 24 Billion Law Enforcement LPR Records

\$4,250/annually (1 year quoted)

Qty	Item #	Description
(1)	VS-IDP-01B \$4,250.00 Each	<b>Investigative Data Platform - Annual Subscription for up to 25 Sworn - State and Local</b> <ul style="list-style-type: none"> <li>• Commercial LPR Data access - For up to 25 Sworn                             <ul style="list-style-type: none"> <li>◦ Access to all Vigilant commercially acquired national vehicle location data</li> <li>◦ Unlimited use by authorized agency personnel to complete suite of LEARN data analytics</li> <li>◦ Includes full use of hosted/managed LPR server account via LEARN</li> </ul> </li> <li>• FaceSearch with Vigilant Image Gallery Access For up to 25 Sworn                             <ul style="list-style-type: none"> <li>◦ Access to all agency/shared images and Vigilant Image Gallery</li> <li>◦ Unlimited use by authorized agency personnel to all FaceSearch tools</li> <li>◦ Image gallery of up to 5,000 images</li> </ul> </li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$4,250.00</b>

## One Time Startup Charges

Qty	Item #	Description
(3)	SSU-SYS-COM \$995.00 Each	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>• Vigilant technician to visit customer site</li> <li>• Includes system start up, configuration and commissioning of LPR system</li> <li>• Includes CDM/CDF Training</li> <li>• Applies to mobile (1 System) and fixed (1 Camera) LPR systems</li> </ul>
(1)	VS-LEARN-H \$0.00 Each	<b>Vigilant Hosted/Managed Centralized LPR server via LEARN</b> <ul style="list-style-type: none"> <li>• Vigilant hosted/managed LEARN account                             <ul style="list-style-type: none"> <li>◦ Central repository for all LPR data acquired by each LPR system</li> </ul> </li> <li>• Includes Vigilant's suite of LPR data analytics via online web access                             <ul style="list-style-type: none"> <li>◦ Automated CarDetector software update management</li> <li>◦ Plate searching, mapping, data mining utilities</li> <li>◦ Stakeout, Associate Analysis and Locate Analysis</li> <li>◦ Full administrative security with management auditing</li> </ul> </li> <li>• Plug-N-Play an unlimited number of CarDetector LPR systems                             <ul style="list-style-type: none"> <li>◦ Requires NO server hardware, NO server maintenance</li> </ul> </li> <li>• Requires Vigilant Enterprise Service Agreement contract</li> </ul>
(1)	VS-TRVL-01 \$1,550.00 Each	<b>Vigilant Travel via Client Site Visit</b> <ul style="list-style-type: none"> <li>• Vigilant certified technician to visit client site</li> <li>• Includes all travel costs for onsite support services</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$4,535.00</b>

## Annual CLKs (Camera License Keys)

Covers all data storage, firmware updates, software updates - unlimited sworn users (Coal City PD)

Never any additional charges - data owned and managed 100% by agency

Billed annually per camera / pricing for all cameras shown by # of years

Qty	Item #	Description
(1)	VSBSCSVC-01 \$3,675.00 Each	<b>Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments</b> <ul style="list-style-type: none"> <li>• Managed/hosted server account services by Vigilant                             <ul style="list-style-type: none"> <li>◦ Includes access to all LEARN or Client Portal and CarDetector software updates</li> </ul> </li> <li>• Priced per camera per year for up to 14 total camera units registered</li> <li>• Requires new/existing Enterprise Service Agreement (ESA)</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$3,675.00</b>

### Year 2-5 Warranty - Must be purchased in 1st Year

Qty	Item #	Description
(2)	CDMS34HWW \$6,300.00 Each	<b>3-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 5</b> <ul style="list-style-type: none"> <li>• Full mobile LPR hardware component replacement warranty</li> <li>• Applies to 3-Camera hardware system kit</li> <li>• Valid for 4 years from standard warranty expiration</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$12,600.00</b>
Qty	Item #	Description
(1)	CDF5-4HWW \$2,100.00 Each	<b>Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5</b> <ul style="list-style-type: none"> <li>• Fixed LPR System LPR hardware component replacement warranty</li> <li>• Applies to 1-Channel hardware system kit</li> <li>• Valid for 4 years from standard warranty expiration</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$2,100.00</b>

**Quote Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
5. All hardware components to have standard One (1) year hardware warranty.
6. This Quote does not include anything outside the above stated bill of materials.
7. Motorola's Master Customer Agreement and all applicable addenda, available at [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html) shall govern the products and services, and is incorporated herein by this reference.

<b>Total Price</b>	<b>\$51,420.00</b> (Excluding sales tax) (Including All Adds)
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## Subrecipient Contract for Services- Microgrant/Subaward

Contract # 72-027

This agreement is effective as of **September 15, 2022** between the National White Collar Crime Center (hereinafter referred to as NW3C or prime recipient), a Virginia corporation, located at 4901 Dickens Road, Suite 110, Richmond, VA 23230 and **Coal City Police Department** (hereinafter referred to as "CCPD" or the "subrecipient") for work performed under the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance ("BJA" or "grantor"), for Grant Award Number Cooperative Agreement No. 2020-17373, federal CFDA number 16.738 for the initiative entitled, "**Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant Program**".

### 1.0 Agreement of the Parties:

1.1 WHEREAS, NW3C has received funds under Cooperative Agreement No. 2020-17373 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, to conduct a project entitled, "**Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant Program**" WHEREAS, NW3C wishes to engage and provide resources and Training and Technical Assistance (TTA) to sheriffs, and rural and tribal law enforcement agencies, located in the northern and middle states of the United States to support their efforts to address precipitous increases of all types of crime unique to this region, including human trafficking and sexual assaults, drug trafficking, and other forms of violent crime.

1.2 The subrecipient agrees to provide services in accordance with the terms and conditions contained herein.

1.3 In consideration of the promises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, NW3C and the subrecipient agree to the following terms and conditions.

### 2.0 Term of Agreement:

This Agreement shall be in effect for the period October 2020 through September 30, 2023.

### 3.0 Scope of Service:

The subrecipient will provide NW3C with the services described in Schedule A, Scope of Services, which is attached to and made a part of this Agreement, during the period described in Section 2.0 above.

### 4.0 Compensation and Method of Payment:

4.1 NW3C agrees to pay the subrecipient a total, not to exceed, **\$44,552.52**, for any and all services and materials, described in Schedule A, arising under the Agreement, provided that the services are performed by the subrecipient as required by, and upon the deadlines specified by NW3C during the Term of the Agreement. All payments are subject to the availability of funding from OJP/BJA.

Funds shall not be paid by NW3C until services have been rendered and documented by the subrecipient to the satisfaction of NW3C's designated Contract Coordinator for this contract: James Lee

- 4.2 The subrecipient acknowledges and agrees that, except as provided in this Section 4.0 and Schedule A, the subrecipient shall not be entitled to, and NW3C shall not be obligated to pay, any monies or other compensation for the services or materials provided and rights granted under this Agreement.
- 4.3 Invoices will be provided to NW3C based on actual expenditures incurred. Actual expenditures incurred should be supported by a financial report and receipts detailing expenses. The total amount to be paid by NW3C shall not exceed **\$44,552.52** over the award period. To document completion of the work required under this contract, the subrecipient agrees to submit to NW3C, at the Notice Address listed below quarterly reports on accomplishments, lessons learned, and promising practices that could be replicated.
- 4.4 The subrecipient understands that any invoices or receipts shall remain available for audit as may be required by law. Upon receipt of the completed invoice and supporting documentation, approval by the Contractor Coordinator, and the availability of federal funds, NW3C shall send payment to the subrecipient at the Notice Address listed below.
- 4.5 Notwithstanding the total amount to be paid by NW3C as listed above and elsewhere in this agreement, NW3C may, in its discretion, provide additional compensation to address inflationary factors. Nothing in subsection obligates NW3C to pay compensation beyond the amounts listed in this agreement.

#### 5.0 Contractor Status:

- 5.1 The subrecipient warrants and represents to NW3C that the subrecipient is acting solely as an Independent Contractor and not as a NW3C employee, and that the subrecipient has the full right and authority to enter into this Agreement and to perform all the subrecipient obligations under this Agreement. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between NW3C and the subrecipient. The subrecipient is not authorized to enter into or commit NW3C to any agreements, and the subrecipient shall not represent itself as the agent or legal representative of NW3C.
- 5.2 Further, the subrecipient acknowledges and agrees that the subrecipient shall not be entitled to (i) participate in any of NW3C's benefits, including without limitation any employee benefits or health or retirement plans, and (ii) receive any additional remuneration or payment of expenses other than as specifically provided for in this Agreement.
- 5.3 The subrecipient is responsible for payment of all applicable state and federal taxes relating to payments made under the terms of this Agreement. NW3C shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the subrecipient or any other person consulted or employed by the subrecipient in performing Services under this Agreement. The subrecipient acknowledges and agrees that all of the costs specified in Section 5.0 and any cost required to complete the work specified in Schedule A of this Agreement are the responsibility of the subrecipient.

- 5.4 By signing this Agreement, the subrecipient attests and certifies that the subrecipient meets all U. S. Department of Labor or the Bureau of Citizenship and Immigration Services requirements for eligibility to receive payments.
- 5.5 Subrecipient acknowledges that the Services and the products have been specially commissioned or ordered by NW3C as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that NW3C is deemed to be the author of, and the owner of all copyrights in and to the materials created; however, NW3C grants to subrecipient a nonexclusive license to use the products and materials created under this Agreement. Subrecipient must get written permission from NW3C prior to any such use of the products and materials created under this Agreement.
- 5.6 The subrecipient agrees that the subrecipient will not use NW3C's name or the name of any member of NW3C's staff in any form of promotion or publicity without the prior written consent of NW3C.

**6.0 Eligibility Requirements:**

Applicants must meet the following eligibility requirements to be considered for this program.

- 6.1 Be a small, rural, or tribal law enforcement agency located within the Northern or Middle States of Arkansas, Oklahoma, Missouri, Kansas, Iowa, Nebraska, South Dakota, Minnesota, North Dakota, Montana, Wyoming, Colorado, Utah, Idaho, Nevada, Louisiana, Oregon, Washington, Illinois, Indiana, Michigan, Wisconsin, or Alaska.
- 6.2 A small or rural law enforcement agency is one that serves a population size of 100,000 or less AND is located in either; An area or community, respectively, where no part is within an area designated as a standard metropolitan statistical area, or an area or community, respectively, that is within an area designated as a metropolitan statistical area or considered as a part of a metropolitan statistical area but is located within a rural census tract.
- 6.3 A tribal law enforcement entity must be one that is part of a federally recognized Indian Tribe and is located within Arkansas, Oklahoma, Missouri, Kansas, Iowa, Nebraska, South Dakota, Minnesota, North Dakota, Montana, Wyoming, Colorado, Utah, Idaho, Nevada, Louisiana, Oregon, Washington, Illinois, Indiana, Michigan, Wisconsin, or Alaska.
- 6.4 Have permission from the agency governing authority to receive the award
- 6.5 Be able to comply with Post Award reporting requirements
- 6.6 If applicable, be able to provide to law enforcement staff members with necessary training on the use and implementation of purchased equipment or systems
- 6.7 Those agencies receiving awards for specialized equipment that would normally require officer or personnel training on the appropriate and legal use of those items, especially privacy implications, will be required to provide confirmation of receipt of training.
- 6.8 Agencies receiving awards to fund subscriptions, or access to an intelligence information system or service, will be required to provide certificates of completion of 28 CFR Part 23 training, available at [www.ncirc.gov/28cfr/](http://www.ncirc.gov/28cfr/)

**6.0 Subrecipient Requirements**



6.1 As a condition of receiving the Cooperative Agreement from the Bureau of Justice Assistance, is required to ensure that any subrecipient of grant funds complies with the conditions shown on Schedule B to this Agreement and with the following requirements from the Office of Justice Programs' Financial Guide (<https://www.ojp.gov/funding/financialguidedojo/overview>). As a subrecipient under the BJA/OVC grant, subrecipient agrees to:

1. Maintain financial records and other records for invoicing purposes in the format specified in this Agreement for a period of three (3) years from the completion of the Project.
2. Allow NW3C to conduct on-site audits and/or review of all documentation created and maintained by subrecipient to comply with the OJP/BJA cooperative agreement, including financial data, work products, and data relating to deliverables.
3. Provide closeout information and reports as requested by NW3C at least 120 days prior to the date the grant or any GAN terminates.
4. Meet with NW3C regularly to discuss program activities and performance.
5. Comply with applicable special conditions specified in the OJP/BJA cooperative agreement, which have been incorporated into this Agreement as Schedule B.
6. Complete the work specified in Schedule A, as requested by NW3C.
7. Provide timely reports and data in the format specified by NW3C upon NW3C's request.
8. Provide a Debarment and Suspension Certification in the form specified in Schedule C.
9. Maintain property records for equipment acquired under this Agreement, including in such records a description of the equipment, a serial number or other identification number, the title holder, the acquisition date, and cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Subrecipient agrees to provide NW3C with property records within five (5) business days of a request for a copy of property records by NW3C.
10. Ensure the title to equipment acquired under this Agreement remains unencumbered until the Subrecipient receives disposition instructions from NW3C.
11. Maintain policies and procedures to ensure equipment acquired under this Agreement is safeguarded against damage, loss, and theft.
12. Ensure any equipment acquired under this Agreement is disposed of in accordance with NW3C's disposition instructions. NW3C will provide the subrecipient with disposition instructions prior to the termination of this agreement.
13. Prepare and submit to NW3C for approval a budget showing costs associated with deliverables and reports and identify any property or equipment that subrecipient intends to purchase with award funds.

14. Submit only those costs which are included in the budget approved by NW3C.
15. Comply with all applicable civil rights nondiscrimination requirements.
16. Certify to NW3C that subrecipient is in compliance with the lobbying restrictions in 28 C.F.R. Part 69, and provide a certification in the form specified in Schedule C.
17. Comply with requirements associated with the operation of motor vehicles while conducting business under this Agreement, including requiring all individuals who are performing award-related work to wear seat belts and are prohibited from texting while driving.
18. Certify that subrecipient has established and maintains an accounting system and financial records that are sufficient to accurately account for award funds.
19. At the time the Agreement is signed by subrecipient, provide a fully executed original of the Lobbying, Drug-free Workplaces, and Suspension.
20. Certification, which is attached to this Agreement as Schedule C and incorporated by reference.

**7.0 Partial Performance or Early Termination:**

- 7.1 This Agreement is funded by a federal Cooperative Agreement. Should funding not be available, NW3C will notify subrecipient and this Agreement shall be rendered null and void immediately. Payments are subject to the availability of funds from OJP/BJA and subrecipient providing the required documentation as per Section 4.3.
- 7.2 This Agreement may be terminated immediately at the option of NW3C if the subrecipient fails to perform the services under this Agreement to the satisfaction of NW3C.
- 7.3 In the event of partial performance by the subrecipient, NW3C's obligation to pay the subrecipient shall be limited to only those services performed, invoiced, and documented to the sole satisfaction of NW3C.

**8.0 Notices:**

All notices and other communications required by this Agreement shall be in writing and shall be delivered either by Express Mail or by certified or registered mail. All notices and any other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

Notices to

Thomas Logan  
 Sergeant  
 Coal City Police Department  
 545 S. Broadway Street  
 Coal City, IL 60416  
 Email: [tlogan@coalcity-il.gov](mailto:tlogan@coalcity-il.gov)  
 Telephone: 815-518-3029

Notices to NW3C:

Kathie Alexander  
 Contract Administrator and Risk Manager  
 NW3C, Inc., d/b/a the National White Collar Crime Center  
 4901 Dickens Road; Suite 110

Richmond, VA 23230  
Email: [kalexander@nw3c.org](mailto:kalexander@nw3c.org)  
Telephone: 804-217-5624

**9.0 Indemnification:**

9.1 The subrecipient agrees to defend, indemnify and hold NW3C harmless from any claim, action, or cause of action, or liabilities, including reasonable attorney's fees to the prevailing party, arising out of the subrecipient's performance of subrecipient's obligations pursuant to this Agreement.

9.2 In this Section 9.0 shall survive the termination of this Agreement.

**10.0 Choice of Law:**

This Agreement shall be governed by the laws of the Commonwealth of Virginia.

**11.0 Force Majeure:**

11.1 Neither party shall be liable for delay in performance due to fire, flood, strike, or other labor difficulty, act of God, act of any governmental authority, acts or omissions of the other party, riot, fuel or energy shortage, or due to any other cause beyond the party's reasonable control.

11.2 In the event of delays in performance due to any of the events specified in Section 11.1, the dates for performance by the parties will be postponed by a period of time equal to the delay period.

**12.0 Assignment:**

This Agreement shall not be assigned by either party without the prior written consent of the other party.

**13.0 Severability:**

The illegality or invalidity of any provisions of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

**14.0 Attorney Fees and Costs:**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in litigation shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred before or after judgment.

**15.0 Entire Agreement and Amendment:**

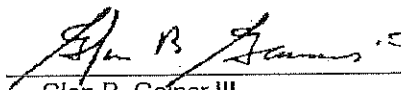
15.1 This Agreement contains the entire Agreement between the parties and supersedes all previous agreements and understandings of the parties relating to the Scope of Services to be performed under this Agreement.

15.2 This Agreement may be amended only by another written Agreement duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

NW3C, INC.

BY: \_\_\_\_\_  
Thomas Logan  
Sergeant

BY:   
Glen B. Gainer III  
President and CEO

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

DATE: 9-15-2022 \_\_\_\_\_

**SCHEDULE A  
SCOPE OF SERVICES  
TO CONTRACT # 72-027  
BETWEEN NW3C AND Subrecipient**

**I. SERVICES:**

NW3C desires to have the subrecipient provide services in support of Federal Cooperative Agreement 2020-17373 FY 20 "*Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant Program*" awarded to NW3C by the Department of Justice ("DOJ"), Office of Justice Programs ("OJP"), Bureau of Justice Assistance. Subrecipients will identify and request resources to assist in:

- Improving the agency's investigative, intelligence, and/or interdiction capabilities
- Enhancing information sharing, including investigative and intelligence data sharing with other agencies
- Enabling agencies to participate in projects within the Northern and Middle states
- Assisting in projects/initiatives unique to an agency or its region
- Improving dedicated communications capabilities
- Reducing precipitous increases in crime

Subrecipient will provide the following services under the Program:

Project: FY20 "Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant Program"

Period of Performance: October 1, 2020 through September 30, 2023

Contract Price: \$44,552.52

Subrecipient Contact: Thomas Logan  
Sergeant  
Coal City Police Department  
545 S. Broadway Street  
Coal City, IL 60416  
Email: [tlogan@coalcity-il.gov](mailto:tlogan@coalcity-il.gov)  
Telephone: 815-518-3029

NW3C Contact: James Lee  
Program Manager  
NW3C, Inc., d/b/a the National White Collar Crime Center  
5000 NASA Blvd., STE 2100  
Fairmont, WV 26554  
Email: [jlee@nw3c.org](mailto:jlee@nw3c.org)  
Telephone: (304) 368-2883

A. Project:

Subrecipient STATEMENT OF WORK

The Subrecipient will provide the following services under this Agreement:

- 1) **Applications/Documentation:** Upon being selected as a subrecipient, agencies will be required to update their applications and provide proper financial documentation to include bids, invoices, and receipts of purchase prior to funds being reimbursed by NW3C.
- 2) **Quarterly Reports:** Following implementation, the subrecipient will be contacted and surveyed by NW3C Program Manager on a quarterly basis. This survey will report accomplishments, lessons learned, and promising practices that could be replicated. **Questions may include:**
  - What was the problem identified to be addressed through the funding?
  - How was/were the item(s) used/implemented?
  - How was the information and/or intelligence sharing improved?
  - What other benefits, if any, were gained through this award?
  - How many officers were given/use the items(s) or benefited from the award?
  - What best practices can be recommended based on the agency's use/implementation experience?
  - What lessons learned (and challenges faced) can you share from the use/implementation?
  - Did this award help reduce crime in your area?
  - Was the project or implementation completed by the target date?

II. PAYMENT SCHEDULE:

Upon selection, subrecipients will provide NW3C all financial documentation to include bids, invoices, and receipts of approved purchase based on actual expenditures incurred. Actual expenditures incurred should be supported by a financial report detailing expenses. The subrecipient will monitor the total budget by category, and current period expenditures. The total amount to be paid by NW3C shall not exceed \$44,552.52 over the award period. To document completion of the work required under this contract, the subrecipient agrees to submit to NW3C, at the Notice Address listed below an Invoice, documenting the services provided under Schedule A, by listing (i) the period of service, (ii) the grant number, (iii) a description of the work performed and supporting documentation for actual expenses, and the amount.

NW3C shall pay the subrecipient for approved purchases, subject to the availability of federal funds from OJP/BJA. NW3C will not be obligated to make any payment if the applicable payment request (the Invoice) is not received or if the required deliverable is not received and approved by NW3C. If OJP/BJA funds are available, NW3C will make payment thirty (30) days from receipt of the invoice and approval by the NW3C Contract Coordinator.

SCHEDULE B

TO THE AGREEMENT BETWEEN NW3C AND subrecipient

DOJ OFFICE OF JUSTICE PROGRAMS, Bureau of Justice Assistance

PROJECT NUMBER: BJA-2020-17373      AWARD DATE: September 15, 2022

SPECIAL CONDITIONS

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The following Special Conditions are applicable to the use of funds from OJP/BJA by NW3C, as the Cooperative Agreement recipient, and by Thomas Logan, as a subrecipient:

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award; and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

## 2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## 3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the

individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to

participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

12. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

13. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

14. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

16. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

18. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

19. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time); specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

23. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant; contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent,

subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--
  - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
  - a. it represents that--
    - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors



that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

29. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

30. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

31. The recipient agrees to submit to NW3C for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-MU-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

32. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by NW3C prior to obligation or expenditure of such funds.

34. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP

program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

35. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

36. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

37. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

39. The recipient understands and agrees to track and report data on all training and technical assistance activities and deliverables using the guidance, format, or tool provided by the Program Office or OJP.

40. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

41. Cooperating with OJP Monitoring

The recipient agrees to cooperate with NW3C monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with NW3C (including the program manager for this

award and the Chief Financial Officer (CFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to NW3C all documentation necessary for NW3C to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by NW3C for providing the requested documents. Failure to cooperate with NW3C's monitoring activities is a breach of this agreement and may result in actions that affect the recipient's access to funds under this agreement.

42. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

SCHEDULE C  
OJP CERTIFICATION FORM 4061/6

FOR SIGNATURE BY Thomas Logan AS A SUBRECIPIENT  
TO THE AGREEMENT BETWEEN NW3C AND U.S. DEPARTMENT OF JUSTICE

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence 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 the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or

transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

- B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

- A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

- B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

- A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

## 5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

As the duly authorized representative of the Subrecipient, I hereby certify that the Subrecipient will comply with the above certifications.

1. **Subrecipient Name and Address:** Thomas Logan  
Sergeant  
Coal City Police Department  
545 S. Broadway Street  
Coal City, IL 60416  
Email: [tlogan@coalcity-il.gov](mailto:tlogan@coalcity-il.gov)  
Telephone: 815-518-3029
  
2. **Subrecipient IRS/Vendor Number:**

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

Thomas Logan  
Sergeant

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

OJP FORM 4061/6      <https://www.ojp.gov/funding/apply/forms>



## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

### MEETING

**DATE:** November 9, 2022

**RE: FINAL PAYMENT FOR THE 2014 SAFE ROUTES TO SCHOOL PROJECT**

Once upon a time, the Village took bid in August of 2014 in order to place sidewalks in the neighborhood adjacent to the Coal City Intermediate School; this improvement also brought the 20 MPH School Zone Flashing signage at each end of the adjacent school zone. Due to capital funding of the State of Illinois, final award of this contract was held until 2016 and the final payment has finally come due in the past week.

Exacerbating the State's problems regarding the payments for this project was the awarded contractor – Anderson Concrete, no longer remained in service following the completion of this work. Having been retired and the company no longer existing, it was very difficult for the State of Illinois to close down the file when they went back to get paperwork filed 24 -36 months after the fact. We checked all of the numbers and this billing accurately reflects what still remained on this project to be paid by the Village for its 20% portion of these federal funds. The first payment for this project was made in January of 2017.

This item was included on the agenda because it is the final project payment, which closes the file out for Project #SRTS-4009/302/000.

### **Recommendation:**

Approve a Payment to the State of Illinois for \$12,995.05 to close out the Safe Routes to School Project of 2014.



# Illinois Department of Transportation

Invoice

Village of Coal City  
Village Clerk  
515 S. Broadway Street  
Coal City, IL 60416

INVOICE NO. 125168  
RESP. CODE 9040  
INVOICE DATE 11/01/2022  
REVENUE CODE 6305  
AUDIT NUMBER  
PAYER NUMBER 25816

**EXPLANATION OF CHARGES**

**PAY FROM THIS INVOICE**

EXPLANATION OF CHARGES	AMOUNT
LOCATION: Various	
LOCAL SECTION:	
ROUTE: Various	
SECTION: 14-00032-00-SW	
COUNTY: Grundy	
JOB NO.: C-93-041-15	
PROJECT NO.: SRTS-4009/302/000	
CONTRACT NO.: 87610	
DISTRICT: 3	

The Agreement executed 7/19/2016 between Village of Coal City, and the State of Illinois provides that the village will reimburse the State for part of the construction costs.

**FINAL VILLAGE SHARE:**

LU2EI01	\$175,409.90
LESS FEDERAL SHARE @ 80% NTE 130,800	(\$130,800.00)
LOCAL SHARE	\$44,609.90
LESS PREVIOUS PAYMENTS	(\$31,614.85) ✓
	\$0.00                      \$0.00

Payment Due Date 11/15/2022

**TOTAL DUE** \$12,995.05

**PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS**

**MAIL TO:** Illinois Department of Transportation  
Room 322, Harry R. Hanley Building  
2300 So. Dirksen Parkway  
Springfield, IL 62764

**INQUIRIES CONTACT:** Local Agency-Agreement Analyst at 217/524-6531.

BCMS2257:BCMR057  
10/20/22 13:21:51

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
CONTRACTOR INVOICE

DOC ID: 0000 000000000

DOT VENDOR: C04170

CONTRACT NBR: 87610  
FROM DATE: 03/06/18  
TO DATE: 05/04/21  
STATE JOB: C-93-041-15  
DIST/CNTY: 03 063-GRUNDY

ROUTE: VARIOUS  
SECTION: 14-00032-00-SW  
PROJECT: SRTS-4009/302/000

PAYEE:  
ANDERSON CONCRETE COMPANY  
190 W FIRST STREET  
COAL CITY IL 60416

CONTR:  
ANDERSON CONCRETE COMPANY  
190 W FIRST STREET  
COAL CITY IL 60416

PERCENT COMPLETED 100.00 % NET CHANGE TO DATE -11.77 % LOCAL AGENCY PART

FAS-ID	CONTRACT AWARDED AMT	ADDITIONS	DEDUCTIONS	TOTAL ADJUSTED CONTRACT VALUE	TOTAL AMOUNT DUE TO DATE
LU2EI01	198,802.60	15,680.80	39,073.50	175,409.90	175,409.90
TOTAL	198,802.60	15,680.80	39,073.50	175,409.90	175,409.90

TOTAL RETAINAGE INCLD THIS EST	0.00
TOTAL DUE AFTER RETAINAGE	175,409.90
TOTAL PAID INCLD THIS ESTIMATE	175,409.90
PREVIOUS PAYMENTS TO CONTRACTOR	-175,409.90
PAYMENT TO CONTRACTOR THIS ESTIMATE	=====> 0.00

ZERO PAYMENT

APPROPRIATION: 011-49442-7900-1018 7721 ZERO PAYMT 1 OF 1 \$ 0.00<==  
SCHEDULE:

=====

FINAL ESTIMATE	7	TOTAL	\$	0.00
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\* FILE COPY \*  
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**MEMO**

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** November 9, 2022

**RE: PROPOSED 2022 TAX LEVY**

Attached is the proposed levy for the Village to be collected next summer of 2023. Currently, there will not be a need to conduct a truth in taxation hearing for the general obligation property taxes of the Village because the total levy does not exceed 105% of the amount levied at this time last year.

There are three major factors for the ability for the resulting tax rate to remain at the same level as last year. Most importantly, the total assessed valuation of the Village is increasing. The final assessed values are not quite prepared, but a conservative estimate from speaking to the Assessor's Office places the increase in EAV for those properties within the Village at 4%. This allows the total levy to be split by additional value within the taxing district. The other two factors are the slowing in the rate of increase for two large levy line items that make up the total levy – Bond Principle & Interest along with the Police Pension contribution. The former has maintained the same level for the past three years and the annual amount to support this cost is to remain steady over the remaining life of the bond; the latter is due to the growth of the police pension fund now that its equity investment portfolio continues to grow in overall value. The fund grew in its total pension liability coverage again by the end of the FY22 fiscal year. Therefore, this levy line item has been maintained rather than decreased in an effort to continue increasing the total funding of the outstanding pension liability.

2021 Levy	2021 Rate	Levy Line Item	2022 Levy	Increase/Decrease	2022 Rate
\$334,805	0.24908	Corporate	\$349,500	4.4 %	.25000
59,990	.04463	IMRF	48,000	-20.0	.03433
100,436	.07500	Police Protection	104,850	4.4	.07500
631,960	.47015	Police Pension	632,000	-	.45207
223,777	.16648	Liability Insurance	251,000	12.2	.17954
100,436	.07472	Parks	139,800	39.2	.10000
175,091	.13026	Social Security	175,100	-	.12525
158,545	.11795	Workman's Comp.	174,500	10.1	.12482
25,002	.01860	Audit	25,000	-	.01788
50,003	.03720	Street Lighting	50,000	-	.03577
80,355	.05978	Street & Bridge	83,880	4.4	.06000
797,946	.59026	Tornado Recov. Bonds	797,250	-0.1	.57028
57,091	.04585	Pr. Oaks Project	57,091	-	.04084
<b>\$2,779,437</b>	<b>2.07968</b>	<b>2022 Levy</b>	<b>\$2,887,971</b>	<b>3.31%</b>	<b>2.06579</b>

The levy line items related to the liability and workers compensation renewals are estimated conservatively because these renewals are to be provided within the next week. Should renewals prove to be less, these line items can be adjusted downwards. The IMRF contribution line item has been adjusted downwards in light of its fund balance; this adjustment will mark two years in a row this levy line items has been reduced 20%. Lastly, the parks levy line item has been increased to its maximum levy number in order to gain more revenues for planned capital improvements.

**Recommendation:**

Set the Annual Property Tax Levy for its Adoption at the upcoming Regular Meeting of December 14th.

2022 PROPOSED Tax Levy, Collected in 2023

Last year's EAV 134,416,554  
 Est. 2020 EAV 139,800,000 4.0% increase

Distributed November 9, 2022

Authority	Max.	2021 Rate	2022 Rate	2021 Extension	2022 Levy	Difference	2022
Corporate	X	0.24908	0.25000	\$ 334,805	\$ 349,500	\$ 14,695	4.4%
IMRF		0.04463	0.03433	59,990	48,000	(11,990)	-20.0%
Police Protection	X	0.07472	0.07500	100,436	104,850	4,414	4.4%
Police Pension		0.47015	0.45207	631,960	632,000	40	0.0%
Liability Insurance		0.16648	0.17954	223,777	251,000	27,223	12.2%
Parks		0.07472	0.10000	100,436	139,800	39,364	39.2%
Social Security		0.13026	0.12525	175,091	175,100	9	0.0%
Workman's Comp.		0.11795	0.12482	158,545	174,500	15,955	10.1%
Audit		0.01860	0.01788	25,002	25,000	(2)	0.0%
Street Lighting	X	0.03720	0.03577	50,003	50,000	(3)	0.0%
Street & Bridge	X	0.05978	0.06000	80,355	83,880	3,525	4.4%
		1.44357	1.45467	\$1,940,400	\$ 2,033,630	\$ 93,230	4.80%
Refinanced Bonds		0.59026	0.57028	797,946	797,250	-696	-0.1%
Prairie Oaks Project		0.04585	0.04084	57,091	57,091	-	
		2.07968	2.06579	\$2,795,437	\$ 2,887,971	\$ 92,534	3.31%

FYI -	2020 Tax District EAV, Collected in 2021	2021 Rate	2022 Rate	2021 Extension	2022 Levy	Difference	2022
	2020 Tax District EAV, Collected in 2021	0.24908	0.25000	\$ 334,805	\$ 349,500	\$ 14,695	4.4%
	2019 Tax District EAV, Collected in 2020	0.04463	0.03433	59,990	48,000	(11,990)	-20.0%
	2018 Tax District EAV, Collected in 2019	0.07472	0.07500	100,436	104,850	4,414	4.4%
	2017 Tax District EAV, Collected in 2018	0.47015	0.45207	631,960	632,000	40	0.0%
	2016 Tax District EAV, Collected in 2017	0.16648	0.17954	223,777	251,000	27,223	12.2%
	2015 Tax District EAV, Collected in 2016	0.07472	0.10000	100,436	139,800	39,364	39.2%
	2014 Tax District EAV, Collected in 2015	0.13026	0.12525	175,091	175,100	9	0.0%
	2013 Tax District EAV, Collected in 2014	0.11795	0.12482	158,545	174,500	15,955	10.1%
	2012 Tax District EAV, Collected in 2013	0.01860	0.01788	25,002	25,000	(2)	0.0%
		0.03720	0.03577	50,003	50,000	(3)	0.0%
		0.05978	0.06000	80,355	83,880	3,525	4.4%
		1.44357	1.45467	\$1,940,400	\$ 2,033,630	\$ 93,230	4.80%
		0.59026	0.57028	797,946	797,250	-696	-0.1%
		0.04585	0.04084	57,091	57,091	-	
		2.07968	2.06579	\$2,795,437	\$ 2,887,971	\$ 92,534	3.31%
					\$ 130,020,094		5.44%
					123,312,165		2.99%
					119,736,784		3.36%
					115,849,394		6.98%
					108,294,808		8.00%
					100,272,970		-4.93%
					105,477,239		2.27%
					103,138,176		-3.40%
					106,769,515		

Total Change in Levy (0.01389)  
 Per \$150,000 Market Value House \$ (6.11)  
 OR \$ (4.03) per \$100,000 of Market Value

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**THE VILLAGE OF COAL CITY**  
GRUNDY & WILL COUNTIES, ILLINOIS

---

ORDINANCE  
NUMBER 22-\_\_\_\_

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**AN ORDINANCE FOR THE 2022 LEVY AND ASSESSMENT OF TAXES  
FOR THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS  
FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023**

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TERRY HALLIDAY, President  
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH  
ROSS BRADLEY  
TIM BRADLEY  
DAN GREGGAIN  
DAVID SPESIA  
DAVID TOGLIATTI

Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City  
on \_\_\_\_\_, 2022

VILLAGE OF COAL CITY

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE FOR THE 2022 LEVY AND ASSESSMENT OF TAXES  
FOR THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS  
FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023**

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS.**

**Section 1.** The Board of Trustees of the Village of Coal City has ascertained the total amount of appropriation for all corporate purposes legally made and to be provided for by tax levy by a tax for General Corporate purposes for the current year as specifically set forth below:

There is hereby levied by a tax for the General Corporate purposes, upon real property, subject to the Counties of Grundy and Will and the State of Illinois, for the fiscal year beginning May 1, 2022 and ending April 30, 2023 as for the current year, the following sums of money, or as much thereof as may be authorized by law, for the following purposes to-wit:

	<b>Corporate Fund</b>	<b><u>Levied</u></b>
<b><u>Personal Services and Salaries</u></b>		
Mayor and Trustees		\$35,000
Village Administrator		35,000
Administrator's Assistant		31,585
Clerical		45,685
<b><u>Insurance Benefits</u></b>		
Health/Life Insurance		202,230
<b>TOTAL Corporate Levy</b>		<b>\$349,500</b>

**Section 2.** The Board of Trustees of the Village of Coal City ascertained the total amount of appropriations for all other purposes legally made and to be provided for by tax levy of the current year as is specifically set forth below.



There is hereby levied by a tax for the General Corporate purposes, upon real property, subject to the Counties of Grundy and Will and the State of Illinois, for 2022, the following sums of money, or as much thereof as may be authorized by law, for the following purposes to-wit:

Levied

**Liability Insurance**

Contractual Service: \$251,000  
Said amounts are levied as an additional tax authorized by 745 ILCS, 10/9-107 of the Illinois Compiled Statutes.

**Workers' Compensation & Insurance Tax**

Contractual Service: \$174,500  
Said amounts are levied as an additional tax authorized by Chapter 85, Paragraph 9-107 of the Illinois Compiled Statutes.

**Police Protection Tax**

Personnel \$104,850  
Said amounts are levied as an additional tax authorized by 65 ILCS, 5/11-1-3 of the Illinois Compiled Statutes.

**Municipal Auditing Tax**

Contractual Services: \$25,000  
Said amounts are levied as an additional tax authorized by 65 ILCS, 5/8-8-8 of the Illinois Compiled Statutes.

**Street Lighting Tax**

Contractual Service: \$50,000  
Said amounts are levied as an additional tax authorized by 65 ILCS, 5/11-80-5 of the Illinois Compiled Statutes and passed hereto by the requisite 2/3 vote of the corporate authorities.

**Police Pension**

Personnel: \$632,000  
Said amounts are levied as an additional tax authorized by 40 ILCS, 5/22-403 of the Illinois Compiled Statutes.

Levied

**IMRF & Social Security**

Contributions to Social Security:	\$175,100
Contributions to IMRF:	48,000

Said amounts are levied as an additional tax authorized by 40 ILCS, 5/7-171 of the Illinois Compiled Statutes and 40 ILCS, 5/21-110 of the Illinois Compiled Statutes.

**Park Fund**

Personnel	\$35,868
Village Administrator	2,078
Contractual Activities	4,000
Electricity	5,000
Park Improvements	<u>92,854</u>
Park Fund Total	\$139,800

**Street & Bridge Tax**

Contribution to Road Projects:	83,880
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Said amounts are levied as an additional tax authorized by 65 ILCS, 5/11-81-2 of the Illinois Compiled Statutes.

**Section 5.** This ordinance shall be approved by a vote of a three-fourths majority of the corporate authorities of the Village of Coal City during its final reading.

**Section 6.** That the Village Clerk of the Village of Coal City shall be directed to file a certified copy of the adopted ordinance in the Office of the County Clerk of said Grundy and Will Counties as required by law and said County Clerks shall be directed to extend the above taxes pursuant to law.

**AN ORDINANCE FOR THE 2022 LEVY AND ASSESSMENT OF TAXES  
FOR THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS  
FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023**

---

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at  
Coal City, Grundy & Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
Terry Halliday, President

Attest:

\_\_\_\_\_  
Pamela M. Noffsinger, Clerk

STATE OF ILLINOIS     )  
COUNTY OF GRUNDY    )  
COUNTY OF WILL       )

CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION

I, the Presiding Officer of the Village of Coal City, Grundy and Will Counties, Illinois, do hereby certify that the Levy adopted on the \_\_\_\_ day of \_\_\_\_\_, 2022, complies with the provisions of P.A. 82-102 (The Truth in Taxation Act).

  X   The Village has levied a final aggregated tax levy resolution or ordinance less than 105% of the proceeding year's aggregate extension, thereby the requirement for a truth in taxation hearing inapplicable.

OR

       The Village has levied a final aggregated tax levy resolution or ordinance greater than 105% of the proceeding year's aggregate extension, and has complied with the publication and hearing of Section 6 or 7 of the Act.

Signature, Presiding Officer: \_\_\_\_\_

Title, Presiding Officer: \_\_\_\_\_

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

STATE OF ILLINOIS     )  
COUNTY OF GRUNDY    )  
COUNTY OF WILL      )

I, the undersigned, Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois, do hereby certify that the foregoing is a true and correct copy of the Ordinance No. 22-\_\_\_ entitled, "An Ordinance for the 2022 Levy and Assessment of Taxes for the Village of Coal City, Grundy & Will Counties, Illinois for the Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023," duly passed on a roll call vote of a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays, \_\_\_\_\_ absent, of the President and Board of Trustees of said Village of Coal City on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and approved by the President and Board of Trustees of said Village of Coal City on said date. I do further certify that there are six Trustees of said Village authorized by law to be elected. I do further certify that I am the legal custodian of all papers, documents and records of said Village.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Coal City, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Village Clerk  
(SEAL)

\_\_\_\_\_  
Pamela M. Noffsinger, Village Clerk

**MEMO**

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** November 9, 2022

**RE: PAYMENT OF SLUDGE DISPOSAL TO WASTE MANAGEMENT**

In July, the Village Board awarded a bid for sludge removal to Stewart Spreading at just below \$100,000 for disposal of sludge from the sanitary treatment process. This amount is budgeted every other year in order to remove the necessary amount of sludge stored within one of the waste cells maintained at the treatment.

Due to the condition of the sludge, the material is directly hauled to the Joliet Waste Management Landfill. The total amount has remained the same, i.e. Stewart still ensured the total expenditure did not exceed \$99,600, but a portion of the cost was for the landfill fees to go to Waste Management. Since these fees exceed \$20,000, the item was placed on the agenda to receive approval prior to the payment for this sludge related cost.

**Recommendation:**

Authorize the Payment to Waste Management for Sludge Disposal totaling \$23,190.68.



# INVOICE

**Customer ID:**

**15-12455-13001**

Customer Name:

VILLAGE OF COAL CITY

Service Period:

09/16/22-09/30/22

Invoice Date:

10/04/2022

Invoice Number:

0014438-0313-3

**How to Contact Us**

**Visit wmsolutions.com**  
Log in to view, download or share disposal records and reports (where available) or fill out a form to get in touch. To pay a bill or explore our other online tools, visit [wm.com/MYWM](http://wm.com/MYWM).



Customer Service:  
(800) 963-4776

**Your Payment is Due**

**Due Upon Receipt**

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

**Your Total Due**

**\$23,190.68**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
22,306.36		(21,762.30)		(544.06)		23,190.68		<b>23,190.68</b>

**DETAILS OF SERVICE**

**Details for Service Location:** Village Of Coal City, 515 S Broadway St, Coal City IL 60416-1503  
**Customer ID:** 15-12455-13001

Description	Date	Ticket	Quantity	Unit of Measure	Rate	Amount
Vehicle#: 1315	09/16/22	812794				0.00
Declassified - Unspecified PMT cat is Sp. Waste			19.60	TON	38.00	744.80
WASTE WATER MGMT TON			19.60	TON	2.00	39.20
ENVIRONMENTAL CHARGE TON			19.60	TON	1.50	29.40
Profile # 625292IL						0.00
Generator VILLAGE OF COAL CITY BROADWAY ST						0.00
Manifest#: 1						0.00
<b>Ticket Total</b>						<b>813.40</b>
Vehicle#: 1720	09/16/22	812857				0.00
Declassified - Unspecified PMT cat is Sp. Waste			22.12	TON	38.00	840.56

Please detach and send the lower portion with payment (no cash or check)