



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, APRIL 12, 2021 5:30 PM

Notice is hereby given that a regular meeting of the City Council of the City of Pekin, Illinois will be held on Monday, April 12, 2021 at 5:30 p.m. in the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois 61554. The public may attend with proper social distancing.

To join in the meeting follow this link: <https://zoom.us/j/6898035689>. By phone, dial in and listen to the Meeting as follows: 1-312-626-6799; then enter Meeting ID 689 803 5689. Prior to the meeting, you can also submit a public comment remotely by email, by 3 PM the day of the Meeting, by sending an email to the City Clerk at smcmillan@ci.pekin.il.us and inserting in the subject line for the email "Public Comment for Meeting on April 12, 2021".

To view meeting online go to: <http://pekinil.iqm2.com> (click banner at the top that states "View live meeting") or Channel 22

1. Pledge of Allegiance

2. Call to Order

3. Approve Agenda

3.1. Approve agenda

4. Approval of Minutes

4.1. Approval of Minutes

4.2. City Council - Regular Meeting - Mar 22, 2021 5:30 PM

4.3. City Council - Special Meeting - Mar 29, 2021 5:30 PM

4.4. City Council - Special Meeting - Apr 5, 2021 5:30 PM

5. Public Input

6. Consent Agenda

6.1. Tazewell County Animal Control Billing - February 2021

6.2.	Accounts Payable To Be Paid Proof List thru April 02, 2021
7.	Public Hearing
7.1.	Public Hearing on FY22 Budget
8.	Unfinished Business
8.1.	Ordinance No. 2960-20/21 Amending Solid Waste Collection Provisions of the City Code ACTION REQUESTED: Approve and Adopt the Ordinance.
9.	New Business
9.1.	Resolution No. 240-20/21 PY 2020 Community Development Block Grant (CDBG) Public Services Funding ACTION REQUESTED: Approve and Adopt the Resolution.
9.2.	Resolution No. 241-20/21 Approve Inter-governmental Grant Agreement with the State of Illinois, Department of Commerce and Economic Opportunity ACTION REQUESTED: Approve and Adopt the Resolution.
9.3.	Capital Budget (Part 2) Presentation
10.	City Council or Staff Reports
11.	Executive Session 5 ILCS 120/2 (c) if applicable
12.	Adjourn

 PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON MONDAY MARCH 22, 2021 AT 5:30 O'CLOCK P.M.
 MARK LUFT * CHAIR * PRESIDING

NOTICE IS HEREBY GIVEN THAT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS WILL BE HELD ON MONDAY, MARCH 22, 2021 AT 5:30 P.M. IN THE CITY HALL COUNCIL CHAMBERS, 111 SOUTH CAPITOL STREET, PEKIN, ILLINOIS 61554

TO JOIN IN THE MEETING FOLLOW THIS LINK:

HTTPS://ZOOM.US/J/6898035689. BY PHONE, DIAL IN AND LISTEN TO THE MEETING AS FOLLOWS: 1-312-626-6799; THEN ENTER MEETING ID 689 803 5689. PRIOR TO THE MEETING, YOU CAN ALSO SUBMIT A PUBLIC COMMENT REMOTELY BY EMAIL, BY 3 PM THE DAY OF THE MEETING, BY SENDING AN EMAIL TO THE DEPUTY CITY CLERK AT NLSTEWART@CI.PEKIN.IL.US AND INSERTING IN THE SUBJECT LINE FOR THE EMAIL "PUBLIC COMMENT FOR MEETING ON MARCH 22, 2021".

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PLEDGE OF ALLEGIANCE

Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meetings Act requirements, this meeting was held remotely via Zoom Meetings with the option of an in person meeting at Council Chambers for the public to attend with proper social distancing. Therefore, the provisions of the City Code regarding electronic attendance did not apply. The Pledge of Allegiance was led by Councilmember Hohimer. Deputy Clerk Ms. Nicole Stewart confirmed by roll call vote, that all Councilmembers were physically present. City Clerk, Ms. Sue McMillan, was absent.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	5:21 PM
Rick Hilst	Councilman	Present	5:21 PM
Karen Hohimer	Councilwoman	Present	5:20 PM
Dave Nutter	Councilman	Present	5:22 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:18 PM
John P Abel	Councilman	Present	5:19 PM
Mark Luft	Mayor	Absent	

APPROVE AGENDA

3.1. Motion to: Approve agenda as Amended

Minutes Acceptance: Minutes of Mar 22, 2021 5:30 PM (Approval of Minutes)

Councilmember Hohimer moved Consent Agenda item 7.1 the Proclamation Recognition of the Illinois Association of Chiefs of Police and the NAACP Illinois State Conference 10 Shared Principles to after the approval of the agenda, seconded by Councilmember Nutter.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel
ABSENT:	Mark Luft

3.2. Proclamation Recognition of the Illinois Association of Chiefs of Police and the NAACP Illinois State Conference 10 Shared Principles.

Police Chief John Dossey read the Proclamation Recognizing the 10 Shared Principles by the Pekin Police Department and the NAACP.

Reverend Hightower spoke commending the City of Pekin for taking this step and for exhibiting forward progress.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 11. LITIGATION

4.1. Motion to: Move into Executive Session 5 ILCS 120/2 (c) 11. Litigation

A motion was made by Councilmember Garrison, seconded by Councilmember Nutter, to move into Executive Session to discuss 5 ILCS 120/2 (c) 11. Litigation at 5:40 P.M. On roll call vote all present voted Aye. Motion carried.

Council returned to Open Session at 6:07 P.M.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Dave Nutter, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel
ABSENT:	Mark Luft

APPROVAL OF MINUTES

5.1. City Council - Regular Meeting - Mar 8, 2021 5:30 PM

5.2. City Council - Special Meeting - Mar 15, 2021 5:30 PM

Motion to: **Approve Minutes**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel
ABSENT:	Mark Luft

PUBLIC INPUT

Mr. Jim Mangan spoke regarding agenda item 8.1 Amending the Solid Waste Collection Provisions of the City Code. Mr. Mangan spoke against the item and requested Council to vote against it. Mr. Mangan also spoke regarding the criteria the government body uses to evaluate top administrators. Mr. Mangan stated that he filed a FOIA and received an answer from the City Clerk stating that no documents existed for Council's criteria for the Manager's evaluation. Mr. Mangan requested the date such evaluation was held.

Councilmember Abel stated that the Council had not refused to do anything and the accusations were unfounded with regards to Mr. Mangan's comment two weeks ago about Council refusing to do the City Manager's evaluation.

CONSENT AGENDA

Motion to: **Remove 7.1 from Consent Agenda**

- 7.1. Accounts Payable to be Paid Proof List thru March 19, 2021**
- 7.2. Police Department Monthly Stats - February 2021**
- 7.3. Receive and File Bids Bus Department Ceiling Tile Project**

Motion to: **Approve Consent Agenda as Amended**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel
ABSENT:	Mark Luft

UNFINISHED BUSINESS

- 8.1. Ordinance No. 2960-20/21 Amending Solid Waste Collection Provisions of the City Code**

A motion was made by Councilmember Hilst, seconded by Councilmember Garrison, to approve and adopt Ordinance No. 2960-20/21 Amending Solid Waste Collection Provisions of the City Code.

City Manager, Mr. Rothert, stated that the ordinance was originally to Council and layed over at the March 8, 2021 meeting. A motion was made to bring it forward. Mr. Rothert explained that three versions of the ordinance was in the packet that included a redlined version, a clean version, and an edited version by staff.

Council discussed the information errors on page 106 in the second version, that included the allowable size of garbage cans.

City Attorney, Ms. Kate Swise, stated that the agenda item was brought back from a previous meeting.

A motion was made by Councilmember Hohimer, seconded by Councilmember Abel to layover Ordinance No. 2960-20/21 Amending Solid Waste Collection Provisions of the City Code to the April 12, 2021 Council Meeting to review the modifications.

RESULT:	POSTPONED [4 TO 2]
	Next: 4/12/2021 5:30 PM
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	John P Abel, Councilman
AYES:	Michael Garrison, Karen Hohimer, Lloyd Orrick, John P Abel
NAYS:	Rick Hilst, Dave Nutter
ABSENT:	Mark Luft

NEW BUSINESS

- 9.1. Ordinance No. 2963-20/21 Agreement for Sale of Real Property - 04-10-02-106-001**

Minutes Acceptance: Minutes of Mar 22, 2021 5:30 PM (Approval of Minutes)

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Ordinance No. 2963-20/21 Agreement for Sale of Real Property - 04-10-02-106-001. Mr. Rothert explained that the Council had an interest to sell the triangular parcel located at 700 Court Street. Due to the parcel's location in the TIF district, the City only had to provide a reasonable opportunity for any person to submit alternative bids and proposals. Notice of the acceptance of bids was posted on the City's website on February 26, 2021 with bids due on March 11, 2021. Mr. Rothert continued to explain that the parcel was being sold "as is" with the City making no warranties regarding the condition of the parcel. The sole bidder was Saint Joseph Catholic Church in the amount of \$1,500, which was the prorated per acre purchase price requested.

Mayor Pro-tem Orrick commented that St. Joe's came to Council months ago with a plan to expand in residential and they went back and redid it.

Mr. Rothert stated that the site plan was already approved.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel
ABSENT:	Mark Luft

9.2. Resolution No. 234-20/21 Award Bus Department Ceiling Tile Project to SNS Construction

City Manager, Mr. Mark Rothert, presented the agenda item to Council to approve and adopt Resolution No. 234-20/21 Award Bus Department Ceiling Tile Project to SNS Construction. Mr. Rothert explained that the current fiscal year provided funding to the Bus Department for general upgrades. This was the second larger project to utilize those funds. The HVAC in the Bus Department building was first upgraded, which directly lined up with this project due to reconfiguring some ceiling tiles to accommodate the new units. In addition, the existing tiles were aged and discolored. This project consisted of removing any existing tiles that still remained, repainting the Grid, and installing new tiles. This Project was sent out as an RFP, with the City receiving 4 bids.

Councilmember Nutter thanked the Property Manager for responses to his questions.

Mayor Pro-tem questioned whether the bidders supplied proof of insurance.

Property Manager, Mr. Jayson Breinen, confirmed that the low bidder had provided proof of insurance.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel
ABSENT:	Mark Luft

9.3. Resolution No. 235-20/21 A Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement between the City of Pekin and Tazewell County to Receive Recycling Grants Funds for 2020

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 235-20/21 A Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement between the City of Pekin and Tazewell County

to Receive Recycling Grants Funds for 2020. Mr. Rothert clarified that the resolution should read 2021 not 2020.

Mayor Pro-tem Orrick stated that this was the yearly recycling grant received annually from Tazewell County.

Mr. Rothert explained that in previously years the City received \$71K but this year the City would be receiving \$94K to support the City's recycling efforts. Mid-year reporting was required by the Solid Waste Department.

Mayor Pro-tem questioned if reduced priced carts could be offered to lower income residents.

Brett Olson stated that only \$5K could be used towards carts.

Councilmember Hilst discussed the required reports by the Solid Waste Department.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel
ABSENT:	Mark Luft

9.4. Resolution No. 236-20/21 Re-allocate Rebuild Illinois Public Infrastructure Grant from Court Street to Parkway

City Engineer, Ms. Josie Esker, presented the request to Council to approve and adopt Resolution No. 236-20/21 Re-allocate Rebuild Illinois Public Infrastructure Grant from Court Street to Parkway. Ms. Esker explained that the grant had to be used for bondable projects that last 13 years or longer. Ms. Esker stated that the City had received other grant funding for Court Street before that was allocated and now the City had other funds from the Rebuild Illinois grant. Council was requesting to reallocate funds for Parkway instead of Court Street.

Mayor Pro-tem Orrick questioned if approved whether it would free up other MFT funds for other projects.

Ms. Esker concurred and proposed that the MFT money could be allocated to engineering on Derby Street. She believed this was the general direction of Council but it had not been formalized. Staff had requested RFQ's from engineering firms for Derby Street to submit to come to Council the last meeting in April or first meeting in May for those agreements.

Mr. Rothert added that the Capital Plan did anticipate allocating MFT Funds toward Derby Street.

Council continued the discussion regarding the engineering and construction of Derby Street for next year along with the other funding received for Court Street.

Ms. Esker explained that the City had received a \$20M grant from the Capital Bill, was awarded \$2M from DCEO, received \$1.7M through PPUATS as part of a federal grant and the City had the opportunity to use BDD money to fill in any gaps. Additional funds would be coming in for the Rebuild Illinois grant allowing the City to utilize half now and next year.

Mr. Rothert stated that it was two payments of what was expected to be received that the State gave to all municipalities. The State would be issuing two payments per year for the next four years.

Councilmember Hilst expressed concern to keep the funds for Court Street construction.

Ms. Esker admitted that there was not enough funding to cover all of Court Street but that with BDD money the gap would be close. Ms. Esker felt that the gap would happen several years down the road and that there were other streets that needed fixed now.

Councilmember Hilst also spoke about the funds allocated for Parkway.

Ms. Esker stated that Rebuild Illinois funds were more restrictive than MFT Funds and it made sense to spend the most restrictive fund first so that there would be more options later.

Councilmember Abel questioned when the citizens would see construction begin on Court Street.

Ms. Esker answered that final plans and specifications were submitted to IDOT for review and it was expected to be out to bid in April with construction to start later in May.

Councilmember Nutter questioned the \$2M allocated for Valle Vista to Veterans.

Ms. Esker answered that the projects will go over in cost. There were two projects, one for \$2.7M and the other for around \$400K. DCEO was funding a portion of one project for a traffic light at Valle Vista and the other project for an emergency signal for the fire department. The remaining funding would come from the State.

Mr. Rothert clarified that the funding was the \$4M provided by the jurisdictional transfer.

Councilmember Nutter stated that he was in disagreement of transferring funds to another project causing a shortfall for Court Street and how the City has to adjust funding somewhere out of the reserves.

Mr. Rothert clarified that the reserves were designated for the Court Street project. Mr. Rothert reminded Council that there was consensus to begin the Derby Street project and transferring funds was the way to accomplish it.

Councilmember Nutter went on to question how the sidewalks were not included in the Parkway Drive project.

Ms. Esker explained that sidewalks and curb planned to be funded out of MFT and it was not eligible. A formal resolution had not been presented for either the Parkway project or the 5th Street project.

Mr. Rothert explained that IDOT had a resolution requirement that was passed by Council but the resolution for the plan on street maintenance had not.

Council also discussed where BDD money could be utilized.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel
ABSENT:	Mark Luft

- 9.5. **Resolution No. 237-20/21 Appropriating Rebuild Illinois Allocation in the Amount of \$962,000 for Parkway Drive Mill & Overlay 19-00194-00-RS**

No comments were made by Council.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel
ABSENT:	Mark Luft

- 9.6. **Resolution No. 238-20/21 Appropriating Motor Fuel Tax in the Amount of \$2,053,000 2021 Street Maintenance Plan 21-00000-00-GM**
No comments were made by Council.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel
ABSENT:	Mark Luft

- 9.7. **Budget Discussion - Public Safety (Police and Fire)**

Fire Chief, Trent Reeise, led the discussion of the budget with a power point presentation focused on the proposed Fiscal Year 2022 Fire Department budget. Chief Reeise went over the major highlights that included storage facility, apparatus and vehicles, personnel, equipment and facility maintenance.

Council discussed the cost of personnel, scheduling, overtime and an additional three new positions.

Councilmember Garrison discussed the purpose of three fire stations within the City and the 5 minute response time for the first engine company.

Councilmember Hilst proposed looking into 12 hour shift schedules.

Chief Reeise explained that 12 hour shift schedules equates to more expense and additional personnel. The labor exemption allows for 24 hour shifts and that exemption would be lost moving to 12 hour shifts.

Police Chief John Dossey, continued the budget discussion with another power point presentation focused on the proposed police department budget. Chief Dossey touched on a departmental priorities that included a records employee addition, Axon body worn camera expansion, Enterprise lease of 5 squad cars, increased training budget, promotions/accreditation/policy review, Starcom radio infrastructure project and property cleanup/demolition.

Deputy Chief Seth Ranney discussed the need for an additional records employee due to the high volume of FOIA requests, that include significant hours for redaction, and cannabis expungements.

Fleet Manager, Mr. Dan Jost, spoke about the high costs associated with downtime on vehicles due to the department running behind on the vehicle replacement plan. Mr. Jost added that the department is requesting an additional 5 squad vehicle leases to continue with the Enterprise replacement plan.

Chief Dossey continued the presentation and discussed the proposed promotion from Sergeant to Lieutenant position to review 800 pages of House Bill HB3653 and the abundance of new house bills being introduced. Chief Dossey explained that it may require an ordinance change with the promotion of a Lieutenant position.

Mayor Pro-tem Orrick discussed the use of force and no knock warrants in the last year.

Deputy Chief Raney did not think the city had done a no knock warrant in the past several years and would have to get back to Council on the number of use of force events.

Council discussed the new house bills and the effect on recruitment.

Council also discussed the timeframe on the redaction of cannabis expungements.

CITY COUNCIL OR STAFF REPORTS

CDBG Program Manager, Mr. David Bess, gave an update on the Utility Grant applications. Mr. Bess announced that the application period was closed and 120 completed applications had been received.

City Manager, Mr. Mark Rothert, added that each applicant could receive up to \$1K depending on need.

Street Supervisor, Mr. Brett Olson, reminded the City that yard waste would begin April 1st.

Mr. Rothert announced that an insert was provided in wastewater bills regarding the Bright Spot Awards.

Councilmember Nutter requested an update on the parking study, the Court Street drainage project and the Lake Whitehurst project.

City Engineer, Ms. Josie Esker, stated that the Court Street drainage study was completed and that a presentation by Farnsworth was scheduled at the next Infrastructure meeting on March 29th at 1:30 P.M.

Councilmember Abel questioned the amount of money owed from Pizza Peel.

Mr. Rothert explained that the developer had some time to get a new tenant into the building in less than 18 months.

Councilmember Orrick requested an update from the City Engineer on the sewer running under the RR tracks.

Ms. Esker that the CSO project on Front Street was going well and they are on day 22 of the 60 day window to complete the project with the Railroad. Ms. Esker felt they were ahead of schedule and that the current river level was low with no forecast of rain.

Councilmember Orrick also questioned the cost of the steel casing.

Ms. Esker thought it was close to \$1M because of the railroad requirements for that pipe.

ADJOURN

There being no further business coming to Council, a motion was made by Council Member Garrison to adjourn seconded by Council Member Nutter. Motion carried viva voce. Mayor Pro-tem Orrick adjourned the meeting at 8:00 P.M.



PROCEEDINGS OF THE SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
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Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	5:13 PM
Rick Hilst	Councilman	Present	5:13 PM
Karen Hohimer	Councilwoman	Present	5:14 PM
Dave Nutter	Councilman	Present	5:13 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:11 PM
John P Abel	Councilman	Present	5:14 PM
Mark Luft	Mayor	Present	5:12 PM

APPROVE AGENDA

3.1. Motion to: Approve Agenda

Minutes Acceptance: Minutes of Mar 29, 2021 5:30 PM (Approval of Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

PUBLIC INPUT

Mayor Luft and the Clerk confirmed no public input was received.

NEW BUSINESS

5.1. **Resolution No. 239 - 20/21 to Approve Change Order to the Contract with Leander Construction for the Phase 3A CSO Project**

City Engineer, Ms. Josie Esker, presented the request to Council to approve and adopt Resolution No. 239 - 20/21 to Approve Change Order to the Contract with Leander Construction for the Phase 3A CSO Project. Ms. Esker explained that the item was for a change order to the existing Combined Sewer Overflow contract with Leander Construction due to unpredictable developments in the work. Ms. Esker stated that site specific materials were being required by the Railroad above and beyond the initial review of the project plans and specifications. Both staff and consultant Engineer, Hanson Professional Services, felt that the unit prices in the change order were reasonable and should be accepted not to delay the project. Ms. Esker continued to explain that the reason the railroad was adding the item on the bid was because the City was raising the tracks and it could not be accomplished without specific ties.

Councilmember Hohimer expressed concern as why the City was replacing materials for the Railroad.

Ms. Esker explained that the City was going to be upgrading the railroad infrastructure for the Railroad. In order to raise the tracks and not make them worse, the only way was to make them better than before. Ms. Esker added that that infrastructure would not have been required if the tracks were not raised. This was the City's push to eliminate flooding on Front Street and tie into a new rail.

Councilmember Orrick questioned how much labor and material was required.

Ms. Esker explained that it was a significant amount of labor that the subcontractor Leander would be doing.

Councilmember Abel stated that he would reluctantly vote in favor of the agenda item in order to complete the project on time and avoid any \$10K per day fines.

Council discussed the availability of supplies and if there were any upcoming delays.

Ms. Esker said that the project was close to being finished as all the steel casing had been installed and they were almost through the crossing to begin backhoeing in a week. Ms. Esker added that they were in good shape and still had about a month left on the contract.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

**EXECUTIVE SESSION 5 ILCS 120/2 (C) (2.) COLLECTIVE NEGOTIATING
MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES
OR THEIR REPRESENTATIVES OR DELIBERATIONS
CONCERNING SALARY SCHEDULES FOR ONE OR MORE
CLASSES OF EMPLOYEES**

A motion was made by Councilmember Abel, seconded by Councilmember Orrick, to move into Executive Session to discuss 5 ILCS 120/2 (c) (2.) Collective Negotiating Matters Between the Public Body and its Employees or their Representatives or Deliberations Concerning Salary Schedules for One or More Classes of Employees at 5:41 P.M.

Council returned to Open Session at 6:10 P.M.

ADJOURN

There being no further business coming to Council, a motion was made by Council Member Orrick to adjourn seconded by Council Member Abel. Motion carried viva voce. Mayor Luft adjourned the meeting at 6:10 P.M

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The Pledge of Allegiance was led by Councilmember Orrick. The Clerk confirmed by roll call vote, that all Councilmembers were physically present except Councilmember Hohimer, who was absent.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Absent	5:09 PM
Rick Hilst	Councilman	Present	5:07 PM
Karen Hohimer	Councilwoman	Absent	5:09 PM
Dave Nutter	Councilman	Present	5:06 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:08 PM
John P Abel	Councilman	Present	5:09 PM
Mark Luft	Mayor	Present	5:07 PM

APPROVE AGENDA

Motion to: **Approve Agenda**

Minutes Acceptance: Minutes of Apr 5, 2021 5:30 PM (Approval of Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Nutter, Orrick, Abel, Luft
ABSENT:	Michael Garrison, Karen Hohimer

PUBLIC INPUT

The City Clerk confirmed that no public input was received.

PRESENTATION CAPITAL BUDGET PART I

Property Manager, Mr. Jayson Brien, presented a power point presentation with departmental requests as it related to Capital document given in the budget. Mr. Brien explained that the presentation correlated with public property assessment also given to Council. Mr. Brien discussed Capital improvements in City Hall and the police station falling in the BDD that included a service counter remodel, main entry drainage and resurface, various flooring upgrades, painting, boiler upgrades, VAV upgrades, LED lighting upgrades, parking lot crack filling, sealing and striping, exterior cleaning and sealing, locker room and an expansion/remodel.

Council discussed not allowing in person payments at City Hall to avoid the cost of a bullet proof protective shield at the front counter. Mr. Brien explained that there were problems with the current gate and the light switches and addressed the lack of safety at the front counter.

Council continued to discuss the cost difference between bullet proof and non-bullet proof glass. Mr. Brien stated that it was only a 10-20% difference in cost.

Councilmember Hilst did not feel protective glass was a priority and suggested that money from the BDD be used for infrastructure and streets.

Council continued the discussion and requested the proposed improvements be prioritized and discussed when the BDD takes effect.

Mr. Brien continued his presentation and discussed the Street Department improvements that included Capital improvement items such as interior concrete refinishing, upgrade of building drainage, painting, HVAC zoning upgrades, office and locker room remodel, front entrance upgrades, parking lot crack filling, sealing and striping, man door upgrades, new roof for the salt building, upgraded security camera system, and a North side clear span salt storage.

Council discussed the cost of showers and the EOC recording system. Council also discussed the age of the salt barn, the north side treatment plant property and items to defer to next budget year.

Mr. Brien moved on to discuss the Pekin Municipal Airport capital improvement items that included a main hangar reskin, new terminal roof membrane, main hangar drainage improvements, t-hanger upgrades, parking lot and entry way repaving, LED lighting upgrade, terminal improvements, upgraded security system hangar relocation and expansion.

Council discussed the possibility of private funding. Airport Manager, Mr. Todd Dugan, stated that if he could add something to the list of improvements it would aesthetics. Mr. Dugan felt that the building was dilapidated and was in desperate need to replace the furniture from the 1980's.

Council discussed the status of the new hangars, the need for upgrades, and possible funding.

Council continued a discussion of the restrooms on the riverfront with regards to vandalism and upkeep and the docks at the pier.

City Manager, Mr. Mark Rothert, also pointed out that the clock in front of City Hall needed replaced or the option of a digital board.

Mr. Brenien continued his presentation onto the Wastewater Treatment Plant improvements that included digester roof lid, concrete area for waste material, man door improvements, HVAC improvements and old headwater building improvements.

Mr. Brien also presented the Fire Station I improvements that included storage facility, fire alarm system, LED lighting upgrades, plumbing scope and assessment, dewatering and sump upgrades to the basement, deep clean and paint in basement, parking lot drainage rework and repaving, elevator repairs, day room, bathroom/locker room, and patio upgrades.

Mr. Rothert added that the fire stations were build when JFK was President but some items could be deferred.

Council discussed the cost of the fire station improvements and the project manager.

Council also discussed deferring items to next budget year and the FY21 surplus.

Councilmember Orrick discussed the proposed budget of three new employees but wanted to see a summer crew instead.

Councilmember Hilst discussed the hangar expansion and requested supplemental salary information within the budget.

[HTTP://WWW.CI.PEKIN.IL.US/DEPARTMENTS/FINANCE/TRANSPARENCY.PHP](http://www.ci.pekin.il.us/departments/finance/transparency.php)

CITY COUNCIL OR STAFF REPORTS

Councilmember Abel reminded everyone that election day was tomorrow.

Councilmember Nutter requested a list of demo properties and the status of Enterprise pickup up the vehicles in front of City Hall.

EXECUTIVE SESSION 5 ILCS 120/2 (C) IF APPLICABLE

ADJOURN

There being no further business coming to Council, a motion was made by Council Member Orrick to adjourn seconded by Council Member Abel. Motion carried viva voce. Mayor Luft adjourned the meeting at 6:58 P.M

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 12, 2021
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Tazewell County Animal Control Billing - February 2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/8/2021

Date:

RECEIVED MAR 19 2021

Tazewell County Animal Control

INVOICE

21314 IL Route 9
 PO Box 158
 Tremont, IL 61568
 Phone: (309)925-3370
 Fax: (309) 925-3633

INVOICE #	DATE
01-2101	03/01/2021

BILL TO

City of Pekin
 111 S. Capitol St. Room 242
 Pekin, IL 61554

DESCRIPTION	AMOUNT
City Contract Fee – February Services Rendered 02/01/2021 – 02/28/2021	\$3,828.91
Thank you!	TOTAL \$ 3,828.91

Attachment: Animal Control February 2021 (2552 : Tazewell County Animal Control Billing - February 2021)

Case Intake Register 02-01-2021 to 02-28-2021

Record count on this entire report: 97
 Run Date: 03-08-2021 01:26:18 PM by Libby Aeschleman
 FAX: (309) 925-3633

Group By: Municipality
 Order By: Municipality
 Page Number: 10 of 16

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
02-26-2021 2	02-26-2021	Stray/Aco Pickup Pickup location: 3 Reuling Court, Pekin, IL 61554	Harms, Jaymee		#193347/F/Cat/Dsh Astrid/Large/Adult/Black	9589
02-10-2021 2	02-10-2021	Stray/Aco Pickup Pickup location: 2113 Valentine, Pekin, IL 61554	Harms, Jaymee		#192995/M/Cat/Dsh Orville/Small/Kitten/Orange	9510
02-10-2021 3	02-10-2021	Stray/Aco Pickup Pickup location: 2113 Valentine, Pekin, IL 61554	Harms, Jaymee		#192996/F/Cat/Dsh Fish/Small/Kitten/Tabby	9510
02-19-2021 3	02-19-2021	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#193202/M/Cat/Dsh Frosty/Black/White	
02-19-2021 2	02-19-2021	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Nancy Theobald	#193199/M/Dog/Pit Bull Chief/Brindle	
02-19-2021 1	02-19-2021	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Nancy Theobald	#193198/F/Dog/Pit Bull Baby/Black/White	
02-10-2021 4	02-10-2021	Stray/Aco Pickup Pickup location: 2113 Valentine, Pekin, IL 61554	Harms, Jaymee		#192998/F/Cat/Dsh Chips/Small/Kitten/Black	9510
02-22-2021 2	02-22-2021	Stray/Aco Pickup Pickup location: 3 Reuling Court, Pekin, IL 61554	Harms, Jaymee		#193225/M/Cat/Dsh Feral/Medium/Adult/Black	9566
02-24-2021 6	02-24-2021	Stray/Aco Pickup Pickup location: 1915 Market St, Pekin, IL 61554	Harms, Jaymee		#193312/M/Cat/Dsh Pale Ale/Large/Adult/Orange	9580
02-24-2021 4	02-24-2021	Stray/Aco Pickup Pickup location: 2012 Lighter St, Pekin, IL 61554	Lohnes, Pam		#193286/M/Cat/Dsh Feral/Medium/Adult/Gray	9578
02-25-2021 1	02-25-2021	Confiscated/Aco Pickup Pickup location: 1416 Arthur, Pekin, IL 61554	Harms, Jaymee	Barabra Nordvall...	#191747/F/Dog/Pug Petunia/Small/Adult/Fawn	9583
02-03-2021 5	02-03-2021	Stray/Aco Pickup Pickup location: 1215 Florence Avenue, Pekin, IL 61554	Harms, Jaymee		#192801/F/Cat/Dsh Small/Adult/Brown/Tabby	9484
02-05-2021 4	02-05-2021	Other/Other Pickup location: Not specified or see notes		Ron Snyder	#192880/F/Dog/Pit Bull Bellabool/Large/Adult	
02-10-2021 6	02-10-2021	Stray/Aco Pickup Pickup location: 2113 Valentine, Pekin, IL 61554	Harms, Jaymee		#193042/M/Cat/Dsh Juice/Small/Kitten/Black	9510
02-10-2021 7	02-10-2021	Stray/Aco Pickup Pickup location: 2113 Valentine, Pekin, IL 61554	Harms, Jaymee		#193043/U/Cat/Dsh Inky/Medium/Adult/Black	9510
02-28-2021 1	02-28-2021	Quarantine/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Kautz, Chad		#193364/M/Cat/Dsh Oliver/Large/Adult/White/Brown	9596
02-26-2021 3	02-26-2021	Stray/Aco Pickup Pickup location: 2113 Valentine, Pekin, IL 61554	Harms, Jaymee		#193235/F/Cat/Dsh Lingune/Small/Adult/Tortoise Shell	9503
02-22-2021 7	02-22-2021	Stray/Aco Pickup Pickup location: 2113 Valentine, Pekin, IL 61554	Harms, Jaymee		#193236/M/Cat/Dsh Feral/Large/Adult/Brown/Tabby	9510

Tazewell County Animal Control**Case Intake Register 02-01-2021 to 02-28-2021**

Record count on this entire report: 97

Run Date: 03-08-2021 01:26:18 PM by Libby Aeschleman

FAX: (309) 925-3633

Group By Municipality
Order By Municipality
Page Number: 11 of 1Municipality: **PEKIN**

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
02-01-2021 4	02-01-2021	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		David Bewell	#192691/F/Dog/Pit Bull Little Foot/Tan	
02-02-2021 5	02-02-2021	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Tim Metzger	#192760/F/Cat/Dsh Pineapple/Medium/Adult/Orange/White	
02-02-2021 6	02-02-2021	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Tim Metzger	#192761/F/Cat/Dsh Arizona/Calico/White	
02-03-2021 7	02-03-2021	Wildlife/Aco Pickup Pickup location: 619 S 11th St, Pekin, IL 61554	Lohnes, Pam		#192806/U/Other/Opossum Small/Adult/Gray	9486
02-05-2021 2	02-05-2021	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#192878/M/Cat/Dsh George/Medium/Adult/Gray	
02-12-2021 2	02-12-2021	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#193092/M/Cat/Dsh Wilson/Medium/Kitten/Brown/Tabby	
02-11-2021 1	02-11-2021	Stray/Aco Pickup Pickup location: 2113 Valentine, Pekin, IL 61554	Harms, Jaymee		#193069/F/Cat/Dsh Tort - E- Lini/Small/Kitten/Tortoise Shell	9510
02-06-2021 1	02-06-2021	Stray/Aco Pickup Pickup location: 1220 Market St, Pekin, IL 61554	Kautz, Chad		#192893/M/Cat/Dsh Wallace/Small/Adult/Brown/Tabby	9493
02-12-2021 1	02-12-2021	Stray/Aco Pickup Pickup location: 2113 Valentine, Pekin, IL 61554	Harms, Jaymee		#193090/F/Cat/Dsh Lunita/Medium/Dilute/Tortoise Shell	9510
02-17-2021 6	02-17-2021	Stray/Aco Pickup Pickup location: 1100 Summer, Pekin, IL 61554	Harms, Jaymee		#193137/F/Cat/Dsh Brown/Tabby	9553
02-17-2021 7	02-17-2021	Stray/Aco Pickup Pickup location: 1100 Summer, Pekin, IL 61554	Harms, Jaymee		#193138/F/Cat/Dsh Brown/Tabby	9553
02-16-2021 1	02-16-2021	Stray/Aco Pickup Pickup location: 1100 Summer, Pekin, IL 61554	Harms, Jaymee		#193109/F/Dog/Rottweiler Bella/Large/Adult/Black/Tan	9534
02-17-2021 4	02-17-2021	Owner Surrender/Aco Pickup Pickup location: 16920 Furrow Road, Pekin, IL 61554	Harms, Jaymee		#193124/M/Pig/Pot Belled Sven/Large/Adult/Black	9540
02-16-2021 3	02-16-2021	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		Hal Duckett	#193114/M/Dog/Mastiff Raphel/Large/Adult	
02-11-2021 3	02-11-2021	Stray/Aco Pickup Pickup location: 2113 Valentine, Pekin, IL 61554	Harms, Jaymee		#193076/F/Cat/Dsh Medium/Adult/Tabby	9510
02-17-2021 2	02-17-2021	Owner Surrender/Aco Pickup Pickup location: 16920 Furrow Road, Pekin, IL 61554	Harms, Jaymee		#193122/F/Pig/Pot Belled Violet/Large/Adult/Black/White	9540
02-11-2021 7	02-11-2021	Stray/Aco Pickup Pickup location: 818 South St, Pekin, IL 61554	Lohnes, Pam	Dan Segoe	#193080/M/Cat/Siamese Kilo/Medium/Adult/Blue Point	9525
02-17-2021 3	02-17-2021	Owner Surrender/Aco Pickup Pickup location: 16920 Furrow Road, Pekin, IL 61554	Harms, Jaymee		#193123/M/Pig/Pot Belled Monkey/Large/Adult/Black/White	9540

Tazewell County Animal Control**Case Intake Register 02-01-2021 to 02-28-2021**

Record count on this entire report: 97

Group By Municipality

Run Date: 03-08-2021 01:26:18 PM by Libby Aeschleman

Order By Municipality

FAX: (309) 925- 3633

Page Number: 12 of 1

Municipality: **PEKIN**

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
02-11-2021 2	02-11-2021	Stray/Aco Pickup Pickup location: 2113 Valentine, Pekin, IL 61554	Harms, Jaymee		#193075/M/Cat/Dsh Rusty/Medium/Adult/Orange	9510
02-13-2021 1	02-13-2021	Stray/Aco Pickup Pickup location: 250 Cooper St, Pekin, IL 61554	Kautz, Chad		#193094/F/Dog/Mizsla Nova/Small/Puppy/Tan/White	9529
02-16-2021 2	02-16-2021	Stray/Aco Pickup Pickup location: 1703 Lamar, Pekin, IL 61554	Lohnes, Pam	Ashley Ingles	#145650/F/Dog/Greyhound Nugget/Medium/Adult/Blonde	9533
End of Group		Group count:	39			

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 12, 2021
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru April 02, 2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/8/2021

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 03/31/2021 - 3:39PM
 Batch: 00017.03.2021 - missy1 4-2-21



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
3M									
10727									
410154271-1	1/20/2021	-101.60	0.00	04/02/2021				No	
100-032-523000 Traffic/Street Signs & Marking					credit for tax charged on invoice 410154271				
410154271-1 Total:		-101.60							
9410176073-1	1/22/2021	514.93	0.00	04/02/2021				No	
100-032-523000 Traffic/Street Signs & Marking					remaining balance for black film				
9410176073-1 Total:		514.93							
9410221077-1	1/27/2021	166.22	0.00	04/02/2021				No	
100-032-523000 Traffic/Street Signs & Marking					remaining balance for clear transfer tape				
9410221077-1 Total:		166.22							
3M Total:		579.55							
Advance Auto Parts									
12965									
4074	3/8/2021	12.96	0.00	04/02/2021				No	
100-761-534000 Automotive Expense					fuses for squad 5171				
4074 Total:		12.96							
4081	3/8/2021	277.83	0.00	04/02/2021				No	
100-761-534000 Automotive Expense					alternator for squad 5171				
4081 Total:		277.83							

AP-To Be Paid Proof List (03/31/2021 - 3:39 PM)

Page 1

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Attachment: To Be Paid Proof List FY21 4-02-2021 (2556 : Accounts Payable To Be Paid Proof List thru April 02, 2021)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
4106	3/8/2021	258.63	0.00	04/02/2021				No	
100-068-534000 Automotive Expense				calipers, hose, pads and rotors for mariner					
4106 Total:		258.63							
*** 4142	3/9/2021	349.71	0.00	04/02/2021				No	
100-761-534000 Automotive Expense				3 batteries					
*** 4142	3/9/2021	233.14	0.00	04/02/2021				No	
699-069-534000 Automotive Expense				2 batteries					
4142 Total:		582.85							
*** 4186	3/10/2021	74.87	0.00	04/02/2021				No	
100-068-534000 Automotive Expense				air sensor for mariner 5085					
4186 Total:		74.87							
4203	3/10/2021	6.48	0.00	04/02/2021	yard-crew	expense		No	
100-068-522400 General Supplies				air filters for mower					
4203 Total:		6.48							
4212	3/10/2021	158.88	0.00	04/02/2021				No	
100-761-534000 Automotive Expense				brakes pads for squad 5106					
4212 Total:		158.88							
4279	3/11/2021	172.87	0.00	04/02/2021				No	
100-761-534000 Automotive Expense				brakes pads and rotors for squad 5171					
4279 Total:		172.87							
*** 4300	3/12/2021	5.64	0.00	04/02/2021				No	
100-034-534000 Automotive Expense				fuel line clip for rescue 5					
4300 Total:		5.64							
4373	3/15/2021	97.19	0.00	04/02/2021				No	
100-034-534000 Automotive Expense				brake line for rescue 5					
4373 Total:		97.19							
4416	3/16/2021	13.98	0.00	04/02/2021				No	

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Page 2

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Attachment: To Be Paid Proof List FY21 4-02-2021 (2556 : Accounts Payable To Be Paid Proof List thru April 02, 2021)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
231-033-534000 Automotive Expense					cabin air filters for sweeper				
4416 Total:		13.98							
4425	3/16/2021	12.96	0.00	04/02/2021				No	
100-761-534000 Automotive Expense					oil filters for squad 5179				
4425 Total:		12.96							
4429	3/16/2021	42.88	0.00	04/02/2021				No	
699-069-534000 Automotive Expense					rear wheel cylinders for vmf 604				
4429 Total:		42.88							
4491	3/18/2021	154.67	0.00	04/02/2021				No	
501-501-534000 Automotive Expense					brakes for bus 10703				
4491 Total:		154.67							
4515	3/18/2021	11.30	0.00	04/02/2021				No	
501-501-534000 Automotive Expense					oil filter for bus 1073				
4515 Total:		11.30							
5576	3/17/2021	3.49	0.00	04/02/2021				No	
501-501-534000 Automotive Expense					oil filter for bus 1071				
5576 Total:		3.49							
5668	3/19/2021	63.64	0.00	04/02/2021				No	
100-034-534000 Automotive Expense					hazmat trailer repair/battery				
5668 Total:		63.64							
5998	3/25/2021	163.99	0.00	04/02/2021				No	
501-501-534000 Automotive Expense					exhaust pipe for bus 001				
5998 Total:		163.99							
6428	3/19/2021	12.21	0.00	04/02/2021				No	
699-070-534000 Automotive Expense					exhaust connector and clamp for tchs 11				

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Attachment: To Be Paid Proof List FY21 4-02-2021 (2556 : Accounts Payable To Be Paid Proof List thru April 02, 2021)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number	Description			Reference					
	6428 Total:	12.21							
	Advance Auto Parts Total:	2,127.32							
Alan Environmental Products 12226 inv14237	3/17/2021	87.90	0.00	04/02/2021				No	
100-032-522400 General Supplies				odor eliminating					
	inv14237 Total:	87.90							
Alan Environmental Produc		87.90							
All Purpose Polygraph 12588 1256	3/19/2021	150.00	0.00	04/02/2021				No	
100-990-590900 Police And Fire Commission				pre employment polygraph PD-DL					
	1256 Total:	150.00							
All Purpose Polygraph Tot		150.00							
Allegra Print & Imaging 10016 62940	3/17/2021	1,841.00	0.00	04/02/2021				No	
261-319-511200 Public Serv Activity/Delivery				2020CV PS utility assistance resident mailer #2					
	62940 Total:	1,841.00							
Allegra Print & Imaging To		1,841.00							
Altorfer Inc 10019 pc330170413	3/13/2021	202.58	0.00	04/02/2021				No	

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Attachment: To Be Paid Proof List FY21 4-02-2021 (2556 : Accounts Payable To Be Paid Proof List thru April 02, 2021)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description	Reference				
231-030-534400 Equipment Repairs					hose kit for state st lifstation				
pc330170413 Total:		202.58							
Altorfer Inc Total:		202.58							
Amerencilco 10021									
*** 0931067015	3/22/2021	27.09	0.00	04/02/2021				No	
100-068-550100 Utilities					324 court 2/17-3/18/21				
0931067015 Total:		27.09							
*** 2063131008	3/18/2021	1,045.70	0.00	04/02/2021				No	
100-032-550600 Electricity For Signal Li					traffic lighting 1/20-3/15/21				
2063131008 Total:		1,045.70							
*** 2349029006	3/19/2021	2,070.94	0.00	04/02/2021				No	
231-030-550100 Utilities					lifstations 1/22-3/15/21				
2349029006 Total:		2,070.94							
*** 2434114066	3/19/2021	1,922.52	0.00	04/02/2021				No	
100-032-550500 Electricity For Street Li					customer owned street lights 2/17-3/18/21				
2434114066 Total:		1,922.52							
*** 8695491773	3/19/2021	5,520.81	0.00	04/02/2021				No	
100-032-550500 Electricity For Street Li					street lights 2/17-3/8/21				
8695491773 Total:		5,520.81							
Amerencilco Total:		10,587.06							
Area Recycling, Inc. 10417									
4872742	3/31/2021	4,588.98	0.00	04/02/2021				No	
223-026-566502 Recycling Expense					curb pick up fee 2/1-2/26/21				

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Attachment: To Be Paid Proof List FY21 4-02-2021 (2556 : Accounts Payable To Be Paid Proof List thru April 02, 2021)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
	4872742 Total:	4,588.98							
	Area Recycling, Inc. Total:	4,588.98							
Arrow Energy									
14369									
130766	3/22/2021	15,130.33	0.00	04/02/2021				No	
525-000-160100 Fuel Inventory					load of jet A fuel				
	130766 Total:	15,130.33							
130775	3/19/2021	21,751.80	0.00	04/02/2021				No	
525-000-160100 Fuel Inventory					load of 100LL fuel				
	130775 Total:	21,751.80							
	Arrow Energy Total:	36,882.13							
Atlas Supply Company									
10038									
018204-01	1/29/2021	101.85	0.00	04/02/2021	COVI-D019	expense		No	
501-501-522400 General Supplies					disinfectant wipes				
	018204-01 Total:	101.85							
021584	12/9/2021	474.72	0.00	04/02/2021				No	
100-068-522400 General Supplies					bathroom supplies and cleaner				
	021584 Total:	474.72							
021871	1/5/2021	158.85	0.00	04/02/2021				No	
501-501-522400 General Supplies					black can liners and roll towels				
	021871 Total:	158.85							
022134	1/21/2021	259.88	0.00	04/02/2021				No	
501-501-522400 General Supplies					aerosol dry freshener, roll towels and tissue				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
	022134 Total:	259.88							
022991	3/11/2021	922.76	0.00	04/02/2021	sanitizing and cleaners			No	
100-068-522400	General Supplies								
	022991 Total:	922.76							
023049	3/17/2021	982.17	0.00	04/02/2021	cleaning supplies for fire stations			No	
100-034-522400	General Supplies								
	023049 Total:	982.17							
023073	3/18/2021	103.75	0.00	04/02/2021	floor sealer			No	
100-034-522400	General Supplies								
	023073 Total:	103.75							
	Atlas Supply Company To	3,003.98							
Axis Forensic Toxicology, Inc.									
13096									
74470	3/14/2021	500.00	0.00	04/02/2021	poli-duis	expense		No	
100-761-592606	Dui Enforcement				drug test for arrestee				
	74470 Total:	500.00							
	Axis Forensic Toxicology, I	500.00							
Bailey, Skylar									
13863									
expense-0321	3/26/2021	304.00	0.00	04/02/2021	rope rescue Op training 4/5-4/9/21			No	
100-034-519000	Training And Education								
	expense-0321 Total:	304.00							
	Bailey, Skylar Total:	304.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
Beecher, Chris 12149									
expense-0321	3/26/2021	695.00	0.00	04/02/2021				No	
100-763-519000 Training And Education					undercover techniques & survival for narcotics officers 4/5-4				
expense-0321 Total:		695.00							
Beecher, Chris Total:		695.00							
Bush, Josh 11869									
expense-0321	3/26/2021	140.00	0.00	04/02/2021				No	
100-761-519000 Training And Education					school of police staff and command 4/5-16/21				
expense-0321 Total:		140.00							
Bush, Josh Total:		140.00							
Cat Financial Services 10104									
30772125	3/16/2021	1,673.17	0.00	04/02/2021				No	
445-041-524000 Lease/Rental of Equipment					monthly payment for wheel loader 3/15-4/15/21				
30772125 Total:		1,673.17							
Cat Financial Services Total:		1,673.17							
CINTAS Corporation 10115									
4079296558	3/23/2021	47.73	0.00	04/02/2021				No	
231-031-569000 Other Contractual Service					rug service 3/23/21				
4079296558 Total:		47.73							
CINTAS Corporation Total:		47.73							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
City Solutions Consulting LLC 14124									
60	3/29/2021	3,280.00	0.00	04/02/2021				No	
270-270-560500 Consulting Services					consulting fees 3/16-3/29/21				
60 Total:		3,280.00							
City Solutions Consulting L		3,280.00							
CivicServ 14346									
1002	3/1/2021	1,000.00	0.00	04/02/2021				No	
100-009-538000 Maintenance Agreements					web forms 3/1-3/31/21				
1002 Total:		1,000.00							
CivicServ Total:		1,000.00							
Costco Membership 13419									
*** 0001118683592	3/26/2021	120.00	0.00	04/02/2021				No	
100-068-551600 Dues And Subscriptions					city wide costco membership 05/01/2021-05/01/2022				
*** 0001118683592	3/26/2021	60.00	0.00	04/02/2021				No	
100-761-551600 Dues And Subscriptions					pd costco membership 05/01/2021-05/01/2022				
000111868359249 Total:		180.00							
Costco Membership Total:		180.00							
CovertTrack Group, Inc. 12203									
23688	3/15/2021	600.00	0.00	04/02/2021				No	
100-761-538000 Maintenance Agreements					GPS maint. and tracking equip. 5/30/21-5/29/22				
23688 Total:		600.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description		Reference			
	CovertTrack Group, Inc. T	600.00							
David Burling Excavating Inc 10091									
41483	3/17/2021	2,950.00	0.00	04/02/2021				No	
231-030-569000 Other Contractual Service				1401 state st/repair to sewer line 7/20/20					
41483 Total:		2,950.00							
43427	3/17/2021	875.00	0.00	04/02/2021				No	
231-030-569000 Other Contractual Service				1508 n 11th/repair to sewer line 2/27/21					
43427 Total:		875.00							
David Burling Excavating In		3,825.00							
Fastenal Company 10181									
ilpek161539	2/25/2021	65.10	0.00	04/02/2021				No	
100-034-534000 Automotive Expense				clips for harness on rescue 5					
ilpek161539 Total:		65.10							
*** ilpek161816	3/10/2021	48.59	0.00	04/02/2021				No	
501-501-522400 General Supplies				hand cleaners					
*** ilpek161816	3/10/2021	61.82	0.00	04/02/2021				No	
501-501-529000 Equipment				safety glasses					
ilpek161816 Total:		110.41							
ilpek161843	3/11/2021	14.12	0.00	04/02/2021				No	
100-032-522400 General Supplies				bolts and locks for trailers					
ilpek161843 Total:		14.12							
Fastenal Company Total:		189.63							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
Fidelity Security Life Insurance Co 13930									
164707322	3/26/2021	1,823.16	0.00	04/02/2021				No	
695-095-517506 Vision Coverage				03/2021 vision coverage					
164707322 Total:		1,823.16							
Fidelity Security Life Insur		1,823.16							
Firestone Tire & Service 10191									
226227	2/25/2021	1,238.80	0.00	04/02/2021				No	
100-761-534000 Automotive Expense				10 tires for squad 5203					
226227 Total:		1,238.80							
226709	3/9/2021	431.96	0.00	04/02/2021				No	
100-068-534000 Automotive Expense				alignment on mariner 5085					
226709 Total:		431.96							
226868	3/15/2021	119.86	0.00	04/02/2021				No	
100-034-534000 Automotive Expense				1 tire replacement for fire 2					
226868 Total:		119.86							
Firestone Tire & Service To		1,790.62							
Five Star Water 12219									
*** 106351	3/11/2021	23.90	0.00	04/02/2021				No	
231-031-569000 Other Contractual Service				water delivery 3/10/21					
106351 Total:		23.90							
Five Star Water Total:		23.90							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
Gasvoda & Associates, Inc 12737									
inv2100449	3/9/2021	2,527.00	0.00	04/02/2021				No	
231-031-534400 Equipment Repairs					stator for press #2 sludge pump				
inv2100449 Total:		2,527.00							
Gasvoda & Associates, Inc		2,527.00							
Grandy, Bo 13741									
expense-0321	3/31/2021	170.00	0.00	04/02/2021				No	
100-034-519000 Training And Education					PALS training material				
expense-0321 Total:		170.00							
Grandy, Bo Total:		170.00							
Hastings Air-Energy Control, Inc 11500									
i87532	2/26/2021	608.20	0.00	04/02/2021				No	
100-068-534200 Buildings And Grounds Rep					preventive maintenance on exhaust system at fire station 3				
i87532 Total:		608.20							
i87533	2/26/2021	343.17	0.00	04/02/2021				No	
100-068-534200 Buildings And Grounds Rep					preventive maintenance on exhaust system st fire station 2				
i87533 Total:		343.17							
i87534	2/26/2021	750.00	0.00	04/02/2021				No	
100-068-534200 Buildings And Grounds Rep					preventive maintenance on exhaust system at fire station 1				
i87534 Total:		750.00							
Hastings Air-Energy Contr		1,701.37							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
Hazelwood, Chad 10254									
*** expense-0321	3/26/2021	140.00	0.00	04/02/2021				No	
100-761-519000 Training And Education					school of police staff and command 4/5-9/21				
expense-0321 Total:		140.00							
Hazelwood, Chad Total:		140.00							
Herr Petroleum Corporation 12712									
d37629	3/19/2021	19,575.08	0.00	04/02/2021				No	
699-000-160100 Fuel Inventory					7,999 gallons of fuel delivered 3/19/21				
d37629 Total:		19,575.08							
Herr Petroleum Corporatio		19,575.08							
Hi Line Supply Company Ltd 11583									
865030	3/10/2021	480.52	0.00	04/02/2021				No	
231-031-534400 Equipment Repairs					pvc parts to repair non pot line				
865030 Total:		480.52							
Hi Line Supply Company		480.52							
Higgins, Thomas P. 10851									
1254	3/24/2021	300.00	0.00	04/02/2021				No	
100-003-561004 Admin Hearing Officer					adjudication hearing 3/24/21				
1254 Total:		300.00							
Higgins, Thomas P. Total:		300.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
Hogue, Chris 13718									
expense-0321	3/26/2021	140.00	0.00	04/02/2021				No	
100-034-519000 Training And Education				COFO class 3/1-3/5, 3/8-3/12/21					
expense-0321 Total:		140.00							
expense-0321-1	3/26/2021	304.00	0.00	04/02/2021				No	
100-034-519000 Training And Education				rope rescue Op 4/5-9/21					
expense-0321-1 Total:		304.00							
Hogue, Chris Total:		444.00							
IL American Water 10291									
*** 210000995141	3/15/2021	85.15	0.00	04/02/2021				No	
100-068-550100 Utilities				3232 court st 2/13-3/12/21					
210000995141 Total:		85.15							
*** 210001081816	3/16/2021	35.42	0.00	04/02/2021				No	
100-068-550100 Utilities				633 margaret st yd hy 2/13-3/12/21					
210001081816 Total:		35.42							
*** 210001171146	3/8/2021	109.03	0.00	04/02/2021				No	
699-069-550100 Utilities				1130 koch st 2/9-3/5/21					
*** 210001171146	3/8/2021	109.03	0.00	04/02/2021				No	
501-501-550100 Utilities				1130 koch st 2/9-3/5/21					
210001171146 Total:		218.06							
*** 210001269890	3/16/2021	24.92	0.00	04/02/2021				No	
100-068-550100 Utilities				502 s 2nd st yd hy 2/13-3/12/21					
210001269890 Total:		24.92							
*** 210001655200	3/16/2021	31.52	0.00	04/02/2021				No	
231-031-550100 Utilities				608 s front st 2/13-3/12/21					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
	210001655200 Total:	31.52							
*** 210002094969	3/16/2021	29.76	0.00	04/02/2021				No	
100-068-550100 Utilities					100 state st 2/13-3/12/21				
	210002094969 Total:	29.76							
*** 210002243143	3/15/2021	30.21	0.00	04/02/2021				No	
231-031-550100 Utilities					2500 s 2nd st 2/13-3/12/21				
	210002243143 Total:	30.21							
*** 210002282773	3/15/2021	219.24	0.00	04/02/2021				No	
100-068-550100 Utilities					111 s capitol st 2/13-3/12/21				
	210002282773 Total:	219.24							
*** 210002365869	3/16/2021	24.92	0.00	04/02/2021				No	
100-068-550100 Utilities					400 n 7th st yd hy 2/13-3/12/21				
	210002365869 Total:	24.92							
*** 210003041258	3/8/2021	24.92	0.00	04/02/2021				No	
100-068-550100 Utilities					1118 derby st yd hy 2/6-3/5/21				
	210003041258 Total:	24.92							
*** 210003090717	3/8/2021	76.48	0.00	04/02/2021				No	
100-032-550100 Utilities					1208 koch st 2/6-3/5/21				
	210003090717 Total:	76.48							
*** 210003283755	3/11/2021	29.76	0.00	04/02/2021				No	
100-068-550100 Utilities					1842 court st yd hy 2/11-3/10/21				
	210003283755 Total:	29.76							
*** 210003750453	3/10/2021	29.76	0.00	04/02/2021				No	
100-068-550100 Utilities					1613 valle vista blvd yd hy 2/10-3/9/21				
	210003750453 Total:	29.76							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
*** 210004789874	3/16/2021	548.71	0.00	04/02/2021				No	
231-031-550100 Utilities				606 s front st 2/13-3/12/21					
210004789874 Total:		548.71							
*** 220000296568	3/15/2021	50.72	0.00	04/02/2021				No	
100-068-550100 Utilities				107 front st restrooms 2/13-3/12/21					
220000296568 Total:		50.72							
*** 220001944051	3/8/2021	204.67	0.00	04/02/2021				No	
100-032-550100 Utilities				1200 koch st 2/9-3/5/21					
220001944051 Total:		204.67							
IL American Water Total:		1,664.22							
IL Dept of Employment Security									
10322									
*** 0803028	3/29/2021	77,369.00	0.00	04/02/2021				No	
501-501-518200 Unemployment Insurance				3Q2020 unemployment					
*** 0803028	3/29/2021	3,388.00	0.00	04/02/2021				No	
100-793-518200 Unemployment Insurance				3Q2020 unemployment					
*** 0803028	3/29/2021	3,388.00	0.00	04/02/2021				No	
100-006-518200 Unemployment Insurance				3Q2020 unemployment					
0803028 Total:		84,145.00							
IL Dept of Employment Se		84,145.00							
Illini Plumbing, Inc.									
12264									
14728	3/14/2021	417.06	0.00	04/02/2021				No	
100-068-534200 Buildings And Grounds Rep				washer and dryer installed at fire station 2					
14728 Total:		417.06							
14729	3/14/2021	787.74	0.00	04/02/2021				No	
100-068-534200 Buildings And Grounds Rep				washer and dryer installed at fire station 3					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
	14729 Total:	787.74							
14745	3/14/2021	109.35	0.00	04/02/2021	air line support at fire station 3			No	
100-068-534200 Buildings And Grounds Rep									
	14745 Total:	109.35							
14766	3/22/2021	9,918.63	0.00	04/02/2021	emergency plumbing at fire station 2 12/14/20-2/10/21			No	
100-068-534200 Buildings And Grounds Rep									
	14766 Total:	9,918.63							
14775	3/23/2021	1,199.41	0.00	04/02/2021	repair sewer line damaged at 1204 lincoln			No	
231-030-569000 Other Contractual Service									
	14775 Total:	1,199.41							
	Illini Plumbing, Inc. Total:	12,432.19							
Illinois Real Estate Title Center, LLC									
14375									
03302021	3/30/2021	24,879.08	0.00	04/02/2021	purchase of 3224 court st			No	
100-990-580200 Land Purchase									
	03302021 Total:	24,879.08							
	Illinois Real Estate Title Ce	24,879.08							
Interstate Batteries of Centra									
10330									
20001677	3/11/2021	97.95	0.00	04/02/2021	battery for 14th st generator liftstation			No	
231-030-534400 Equipment Repairs									
	20001677 Total:	97.95							
	Interstate Batteries of Cent	97.95							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description					
Interstate Billing Service, Inc									
12346									
3021927064	12/31/2020	512.00	0.00	04/02/2021				No	
223-023-534000 Automotive Expense				navistar software for sw					
3021927064 Total:		512.00							
3022742041	3/15/2021	6,826.22	0.00	04/02/2021				No	
223-023-534000 Automotive Expense				repairs to sw7/DPF and after treatment parts					
3022742041 Total:		6,826.22							
Interstate Billing Service, In		7,338.22							
IWIRC									
10335									
332186	3/15/2021	100.00	0.00	04/02/2021				No	
501-501-559000 Medical Expense/supplies				physical recert/da					
332186 Total:		100.00							
332219	3/1/2021	296.00	0.00	04/02/2021				No	
100-034-559000 Medical Expense/supplies				fit for duty EB					
332219 Total:		296.00							
332526	3/12/2021	102.00	0.00	04/02/2021				No	
501-501-559000 Medical Expense/supplies				pre employment physical/mm					
332526 Total:		102.00							
332566	3/12/2021	100.00	0.00	04/02/2021				No	
501-501-559000 Medical Expense/supplies				physical recert/cp					
332566 Total:		100.00							
332624	3/4/2021	100.00	0.00	04/02/2021				No	
501-501-559000 Medical Expense/supplies				physical recert/rs					
332624 Total:		100.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
332702	3/4/2021	100.00	0.00	04/02/2021				No	
501-501-559000 Medical Expense/supplies				physical recert/rw					
332702 Total:		100.00							
IWIRC Total:		798.00							
Joe's Towing & Recovery									
11414									
446756	3/10/2021	312.50	0.00	04/02/2021				No	
223-023-534000 Automotive Expense				tow of sw8					
446756 Total:		312.50							
Joe's Towing & Recovery T		312.50							
Jones, Rob									
11207									
*** expense-0321	3/26/2021	140.00	0.00	04/02/2021				No	
100-761-519000 Training And Education				school of police staff and command 4/5-16/21					
expense-0321 Total:		140.00							
Jones, Rob Total:		140.00							
Kimball Midwest									
11679									
8731190	3/19/2021	299.33	0.00	04/02/2021				No	
100-032-522400 General Supplies				lock washers, hex nuts, flat washers and cherry blast wipes					
8731190 Total:		299.33							
8750487	3/26/2021	203.46	0.00	04/02/2021				No	
100-032-529000 Equipment				spot light and turbo light					
8750487 Total:		203.46							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
8752469	3/26/2021	14.00	0.00	04/02/2021				No	
100-032-522400 General Supplies				bolts					
8752469 Total:		14.00							
Kimball Midwest Total:		516.79							
King, Catherine									
14371									
03242021	3/24/2021	750.00	0.00	04/02/2021				No	
231-030-569000 Other Contractual Service				backwater valve reimbursement at 916 truman dr					
03242021 Total:		750.00							
King, Catherine Total:		750.00							
Koenig Body & Equipment									
10359									
89735	3/19/2021	58.02	0.00	04/02/2021				No	
100-032-534000 Automotive Expense				retaining nuts and pins for plows					
89735 Total:		58.02							
Koenig Body & Equipment		58.02							
Macqueen Emergency									
10230									
p00330	3/10/2021	30.33	0.00	04/02/2021				No	
100-034-534000 Automotive Expense				screws					
p00330 Total:		30.33							
w00526	3/11/2021	2,983.34	0.00	04/02/2021				No	
100-034-534000 Automotive Expense				repairs to engine 4/enforcer pumper					
w00526 Total:		2,983.34							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
w00927	3/19/2021	5,291.00	0.00	04/02/2021				No	
100-034-534000 Automotive Expense				repairs to engine 4/enforcer pumper					
w00927 Total:		5,291.00							
Macqueen Emergency Tota		8,304.67							
Marotta, James									
13145									
expense-0321	3/26/2021	140.00	0.00	04/02/2021				No	
100-034-519000 Training And Education				COFO class 3/1-3/5/21 and 3/8-3/12/21					
expense-0321 Total:		140.00							
Marotta, James Total:		140.00							
Marquette Soft Water Co.									
13173									
317352	3/20/2021	150.00	0.00	04/02/2021				No	
100-068-534200 Buildings And Grounds Rep				water repairs at fire station 1, 2 and 3					
317352 Total:		150.00							
Marquette Soft Water Co. T		150.00							
Menards									
10414									
99017	3/12/2021	557.02	0.00	04/02/2021				No	
501-501-534200 Bldg & Grnds Maint/Repairs				wood and stringers for bus dept stairs					
99017 Total:		557.02							
99308	3/17/2021	36.60	0.00	04/02/2021				No	
100-068-522400 General Supplies				flag pole supplies and anchors					
99308 Total:		36.60							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
99415	3/19/2021	129.44	0.00	04/02/2021				No	
100-034-522400 General Supplies				laundry soap, batteries and dryer sheets					
99415 Total:		129.44							
99417	3/19/2021	184.33	0.00	04/02/2021				No	
501-501-522400 General Supplies				wood for stairs at bus dept					
99417 Total:		184.33							
99437	3/19/2021	104.26	0.00	04/02/2021				No	
501-501-522400 General Supplies				paint for new stairs on bus dock					
99437 Total:		104.26							
99555	3/22/2021	49.82	0.00	04/02/2021				No	
501-501-534200 Bldng & Grnds Maint/Repairs				pointing trowel, cement patch and mud pan mixer					
99555 Total:		49.82							
99560	3/22/2021	10.24	0.00	04/02/2021				No	
501-501-522400 General Supplies				bottled water					
99560 Total:		10.24							
99609	3/23/2021	40.73	0.00	04/02/2021				No	
100-032-523000 Traffic/Street Signs & Marking				nuts, bolts, washers and screws					
99609 Total:		40.73							
*** 99634	3/23/2021	160.98	0.00	04/02/2021				No	
100-068-529000 Equipment				tools for public property					
*** 99634	3/23/2021	69.75	0.00	04/02/2021				No	
100-068-522400 General Supplies				cable ties and caution tape					
99634 Total:		230.73							
99643	3/23/2021	39.44	0.00	04/02/2021				No	
100-034-522400 General Supplies				t8 light bulbs					
99643 Total:		39.44							
99668	3/24/2021	250.41	0.00	04/02/2021				No	

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
231-033-564100 Drainage Improvements					wood to build catch basin frame				
99668 Total:		250.41							
99976	3/29/2021	155.51	0.00	04/02/2021				No	
231-031-522400 General Supplies					tools, linseed oil and grease cups				
99976 Total:		155.51							
Menards Total:		1,788.53							
MES Inc 10415 in1558838	3/15/2021	953.58	0.00	04/02/2021				No	
100-034-529000 Equipment					helmet fronts and badges				
in1558838 Total:		953.58							
in1560286	3/18/2021	111.58	0.00	04/02/2021				No	
100-034-529000 Equipment					nomex quick release side chinstraps				
in1560286 Total:		111.58							
MES Inc Total:		1,065.16							
Miller Hall & Triggs 10423 *** 36	3/12/2021	9,708.74	0.00	04/02/2021				No	
100-003-560600 Corporate Counsel Fees					02/2021 general legal matters				
*** 36	3/12/2021	840.00	0.00	04/02/2021				No	
100-003-561001 Legal Services - Police Labor					02/2021 simmons case				
*** 36	3/12/2021	160.00	0.00	04/02/2021				No	
100-003-561001 Legal Services - Police Labor					02/2021 ujinski case				
*** 36	3/12/2021	3,243.24	0.00	04/02/2021				No	
100-003-560600 Corporate Counsel Fees					02/2021 traffic & enforcement				
*** 36	3/12/2021	1,363.20	0.00	04/02/2021				No	
100-003-560600 Corporate Counsel Fees					02/2021 ordinance violations				
*** 36	3/12/2021	244.30	0.00	04/02/2021				No	

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
100-003-560600 Corporate Counsel Fees				02/2021 demolitions					
*** 36	3/12/2021	3,044.64	0.00	04/02/2021				No	
100-003-561002 Legal Services - Fire Labor				02/2021 fire matters					
*** 36	3/12/2021	540.00	0.00	04/02/2021				No	
100-003-560600 Corporate Counsel Fees				02/2021 zba/planning commission					
*** 36	3/12/2021	40.00	0.00	04/02/2021				No	
100-003-561003 Legal Services - Teamsters				02/2021 general labor matters					
*** 36	3/12/2021	640.00	0.00	04/02/2021	COVI-D019	legal		No	
501-501-560600 Corporate Counsel Fees				02/2021 general labor guidance on COVID					
36 Total:		19,824.12							
Miller Hall & Triggs Total:		19,824.12							
Monroe Truck Equipment									
10430									
5452217	3/11/2021	478.19	0.00	04/02/2021				No	
100-032-534000 Automotive Expense				cylinders for stock					
5452217 Total:		478.19							
Monroe Truck Equipment		478.19							
Moore, Courtney									
12207									
expense-0321	3/17/2021	300.00	0.00	04/02/2021				No	
100-764-554300 Uniforms And Tools				uniform pants					
expense-0321 Total:		300.00							
Moore, Courtney Total:		300.00							
Mucciante Heating and Cooling									
13682									
1188	3/12/2021	3,913.13	0.00	04/02/2021				No	
501-501-534200 Bldng & Grnds Maint/Repairs				steam humidifier installation at bus dept					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
	1188 Total:	3,913.13							
	Mucciante Heating and Co	3,913.13							
NAPA Auto Parts of Pekin 10441									
454483	3/4/2021	196.47	0.00	04/02/2021				No	
501-501-534000 Automotive Expense					wheel seal for bus 1508				
454483 Total:		196.47							
455509	3/12/2021	32.90	0.00	04/02/2021				No	
100-032-522400 General Supplies					light bulbs				
455509 Total:		32.90							
NAPA Auto Parts of Pekin		229.37							
Newcomb, Sarah 11045									
*** expense-0321	3/26/2021	18.90	0.00	04/02/2021				No	
100-005-597900 Employee Recognition					sympathy and birthday cards				
*** expense-0321	3/28/2021	119.44	0.00	04/02/2021				No	
695-095-516700 Wellness Program					supplies for biometric screenings 3-29-31/21				
expense-0321 Total:		138.34							
Newcomb, Sarah Total:		138.34							
Northeastern Illinois Public Safety Training 11787									
25230928	2/11/2021	3,300.00	0.00	04/02/2021				No	
100-034-519000 Training And Education					rope Ops class for J Rademaker, C Hogue and S. Bailey				
25230928 Total:		3,300.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description	Reference				
Northeastern Illinois Public		3,300.00							
PDC Services 10474									
4881033	3/15/2021	2,099.81	0.00	04/02/2021				No	
231-031-536400 Sludge Removal				sludge hauled to landfill 3/1-3/15/21					
4881033 Total:		2,099.81							
PDC Services Total:		2,099.81							
Pekin Life Insurance Company 13317									
*** jw00191270000	3/15/2021	1,740.32	0.00	04/02/2021				No	
695-095-517504 A D & D Life Premium				04/21 life insurance					
jw00191270000 Total:		1,740.32							
Pekin Life Insurance Comp		1,740.32							
Pekin Shoe Repair 10490									
*** 5747	3/17/2021	601.50	0.00	04/02/2021				No	
100-034-529000 Equipment				boots for new hires/C. Fales, C. Johnson and D Haas					
*** 5747	3/17/2021	14.00	0.00	04/02/2021				No	
100-034-534400 Equipment Repairs				fire coat repair/Benson					
5747 Total:		615.50							
Pekin Shoe Repair Total:		615.50							
Plaza Truck & Trailer Parts 11678									
*** 2210330039	2/2/2021	900.50	0.00	04/02/2021				No	
223-023-534000 Automotive Expense				slack adjusters and air drier for sw					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
	2210330039 Total:	900.50							
	Plaza Truck & Trailer Parts	900.50							
Rademaker, Josh 13326 expense-0321	3/26/2021	304.00	0.00	04/02/2021				No	
100-034-519000 Training And Education					rope rescue Op 4/5-9/21				
	expense-0321 Total:	304.00							
	Rademaker, Josh Total:	304.00							
Ragan Communications Inc 10533 25312	3/23/2021	52.45	0.00	04/02/2021				No	
100-034-555000 Radio Expense					radio repairs				
	25312 Total:	52.45							
	Ragan Communications Inc	52.45							
Rainbo Oil Co 10534 9143340	2/4/2021	486.95	0.00	04/02/2021				No	
100-761-534000 Automotive Expense					bulk oil/dodge squads				
	9143340 Total:	486.95							
9144224	3/11/2021	586.15	0.00	04/02/2021				No	
223-023-534000 Automotive Expense					coolant and DEF for sw				
	9144224 Total:	586.15							
	Rainbo Oil Co Total:	1,073.10							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
Ray O'Herron Co Inc 10539									
2097081in	3/18/2021	1,323.87	0.00	04/02/2021				No	
100-761-529000 Equipment					9 patrolman badges and 1 sergeant badge				
2097081in Total:		1,323.87							
Ray O'Herron Co Inc Total		1,323.87							
Riverside North Inc 13995									
03242021	3/24/2021	750.00	0.00	04/02/2021				No	
231-030-569000 Other Contractual Service					backwater valve reimbursement at 225 n 2nd st				
03242021 Total:		750.00							
Riverside North Inc Total:		750.00							
Ruestman, Troy 14372									
03242021	3/24/2021	750.00	0.00	04/02/2021				No	
231-030-569000 Other Contractual Service					backwater valve reimbursement at 1406 s 13th st				
03242021 Total:		750.00							
Ruestman, Troy Total:		750.00							
Sandifar, Nic 12873									
expense-0321	3/26/2021	140.00	0.00	04/02/2021				No	
100-034-519000 Training And Education					COFO class 3/1-3/8/21 and 3/8-3/12/21				
expense-0321 Total:		140.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description		Reference			
	Sandifar, Nic Total:	140.00							
Schwartz Electric 10579									
15159	11/23/2020	258.00	0.00	04/02/2021				No	
100-032-534400 Equipment Repairs				replaced lamp and photocell at 312 spruce					
	15159 Total:	258.00							
15459	3/11/2021	487.50	0.00	04/02/2021				No	
100-032-534400 Equipment Repairs				2002 arlington circle/ installed led fixture					
	15459 Total:	487.50							
15460	3/11/2021	488.50	0.00	04/02/2021				No	
100-032-534400 Equipment Repairs				218 maple park dr/installed new led fixture					
	15460 Total:	488.50							
15461	3/11/2021	174.00	0.00	04/02/2021				No	
100-032-534400 Equipment Repairs				11th & kennedy dr/replaced photocell					
	15461 Total:	174.00							
15462	3/11/2021	135.00	0.00	04/02/2021				No	
100-032-534400 Equipment Repairs				301 broadway/replaced lamp					
	15462 Total:	135.00							
15468	3/12/2020	157.50	0.00	04/02/2021				No	
100-068-534200 Buildings And Grounds Rep				replace light in police bathroom 3/12/21					
	15468 Total:	157.50							
15472	3/12/2021	6,305.29	0.00	04/02/2021				No	
100-032-534400 Equipment Repairs				hanna dr/installed new led due to pole knocked down 2/2/21					
	15472 Total:	6,305.29							
15473	3/12/2021	-3,200.00	0.00	04/02/2021				No	
100-032-534400 Equipment Repairs				credit for pole on invoice 15472					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
	15473 Total:	-3,200.00							
15492	3/19/2020	210.00	0.00	04/02/2021				No	
100-068-534200	Buildings And Grounds Rep				diagnose and locate exposed wire 3/10/21				
	15492 Total:	210.00							
	Schwartz Electric Total:	5,015.79							
Secretary of State									
10583									
*** 03182021	3/30/2021	158.00	0.00	04/02/2021				No	
501-501-557200	License And Inspection Fees				truck registration 1FDRF3H64LEE47644 F350 2020				
	03182021 Total:	158.00							
	Secretary of State Total:	158.00							
Sentry Safety Supply, Inc.									
10882									
0255001in	3/19/2021	73.34	0.00	04/02/2021				No	
223-023-554300	Uniforms And Tools				rain jacket and pants for sw				
	0255001in Total:	73.34							
	Sentry Safety Supply, Inc.	73.34							
Singleton, Taylor									
13873									
exopense-0321	3/26/2021	140.00	0.00	04/02/2021				No	
100-034-519000	Training And Education				COFO class 3/1-3/5/21 and 3/8-3/12/21				
	exopense-0321 Total:	140.00							
	Singleton, Taylor Total:	140.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
Sirchie Finger Print Laborator 10604									
0485024in	3/9/2021	131.70	0.00	04/02/2021				No	
100-763-522400 General Supplies					drug test kits				
0485024in Total:		131.70							
Sirchie Finger Print Laborat		131.70							
Spraker, Steven 14374									
550304202101	3/4/2021	75.00	0.00	04/02/2021				No	
100-034-569000 Other Contractual Service					grant writing for PFD portion				
550304202101 Total:		75.00							
Spraker, Steven Total:		75.00							
Standard Heating & Cooling 13042									
8738	3/12/2021	1,430.00	0.00	04/02/2021				No	
100-068-534200 Buildings And Grounds Rep					hvac coil replacement at city hall 3/12/21				
8738 Total:		1,430.00							
Standard Heating & Coolin		1,430.00							
Tazewell County Animal Control 10637									
012101	3/1/2021	3,828.91	0.00	04/02/2021				No	
100-761-566700 Care Of Stray Animals					services rendered for 2/1-2/28/21				
012101 Total:		3,828.91							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number	Description			Reference					
	Tazewell County Animal C	3,828.91							
Tazewell County Association of Chiefs of Police 11137									
03262021	3/26/2021	125.00	0.00	04/02/2021				No	
100-763-551600 Dues And Subscriptions				2021 (calendar year) dues for DC Ranney					
	03262021 Total:	125.00							
	Tazewell County Associati	125.00							
Tazewell County Landfill 10635									
4881057	3/15/2021	27,542.82	0.00	04/02/2021				No	
223-023-566500 Landfill Expense				landfill fee 3/1-3/15/21					
	4881057 Total:	27,542.82							
	Tazewell County Landfill T	27,542.82							
Tazewell County Recorder 11172									
03242021	3/24/2021	94.80	0.00	04/02/2021				No	
100-793-593300 Lien Filing Fee				release of 2 property cleanup liens					
	03242021 Total:	94.80							
03262021	3/26/2021	189.60	0.00	04/02/2021				No	
231-029-593300 Lien Filing Fee				release of 4 wastewater liens					
	03262021 Total:	189.60							
	Tazewell County Recorder	284.40							
Tazewell Plumbing, Inc.									

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description	Reference				
11109									
27279	12/18/2021	417.16	0.00	04/02/2021				No	
501-501-534200 Bldng & Grnds Maint/Repairs				updates and repairs to bus dept restrooms					
27279 Total:		417.16							
Tazewell Plumbing, Inc. To		417.16							
Topless Tree Service									
14332									
1124	3/17/2021	700.00	0.00	04/02/2021				No	
100-032-536000 Tree Removal / Replacemen				606 monge/removed 2 elms with hanging and broken limbs					
1124 Total:		700.00							
1132	3/25/2021	350.00	0.00	04/02/2021				No	
100-032-536000 Tree Removal / Replacemen				removed broken limbs and deadwood at 1120 catherine					
1132 Total:		350.00							
1133	3/25/2021	375.00	0.00	04/02/2021				No	
100-032-536000 Tree Removal / Replacemen				removed broken and hanging at 1015 state st					
1133 Total:		375.00							
1134	3/25/2021	525.00	0.00	04/02/2021				No	
100-032-536000 Tree Removal / Replacemen				removed broken and hanging limbs at 704 n 13th					
1134 Total:		525.00							
Topless Tree Service Total:		1,950.00							
Tristar Window Cleaning									
13950									
892	3/26/2021	933.00	0.00	04/02/2021				No	
100-068-534200 Buildings And Grounds Rep				window cleaning at city hall 3/26/21					
892 Total:		933.00							

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Attachment: To Be Paid Proof List FY21 4-02-2021 (2556 : Accounts Payable To Be Paid Proof List thru April 02, 2021)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description		Reference			
	Tristar Window Cleaning T	933.00							
Truck Centers Inc 10664									
f140327618010	3/3/2021	138.96	0.00	04/02/2021				No	
223-023-534000 Automotive Expense				fuel filters for sw					
	f140327618010 Total:	138.96							
f14032919101	3/19/2021	923.49	0.00	04/02/2021				No	
223-026-534000 Automotive Expense				radiator core and cap for rc2					
	f14032919101 Total:	923.49							
	Truck Centers Inc Total:	1,062.45							
Uftring Auto Group 10829									
142820fow	3/11/2021	90.15	0.00	04/02/2021				No	
100-761-534000 Automotive Expense				sway bar, bushing and fuel system parts for rescue 5					
	142820fow Total:	90.15							
142864fow	3/11/2021	489.05	0.00	04/02/2021				No	
100-761-534000 Automotive Expense				fuel pump for rescue 5					
	142864fow Total:	489.05							
229678chw	3/9/2021	99.60	0.00	04/02/2021				No	
100-761-534000 Automotive Expense				tire pressure sensors					
	229678chw Total:	99.60							
	Uftring Auto Group Total:	678.80							
UniFirst First Aid & Safety 10749									

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
a125635	3/22/2021	151.39	0.00	04/02/2021				No	
501-501-569000 Other Contractual Service				first aid station refill 3/22/21					
a125635 Total:		151.39							
UniFirst First Aid & Safety		151.39							
Unland & Co Inc., James 10671									
3156	3/18/2021	2,710.00	0.00	04/02/2021				No	
695-095-569000 Other Contractual Service				02/21 and 03/21 benefit services					
3156 Total:		2,710.00							
3157	3/18/2021	2,210.00	0.00	04/02/2021				No	
695-095-516700 Wellness Program				02/21 and 03/21 wellness app GO365					
3157 Total:		2,210.00							
Unland & Co Inc., James T		4,920.00							
US Bank Voyager Fleet Sys 12658									
8693387642111	3/8/2021	129.78	0.00	04/02/2021				No	
100-761-556100 Gasoline/diesel Fuel				fuel purchases during training					
8693387642111 Total:		129.78							
US Bank Voyager Fleet Sys		129.78							
USABluebook 10674									
527571	3/10/2021	254.96	0.00	04/02/2021				No	
231-031-534400 Equipment Repairs				pvc parts for headwork non potable water system					
527571 Total:		254.96							

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Attachment: To Be Paid Proof List FY21 4-02-2021 (2556 : Accounts Payable To Be Paid Proof List thru April 02, 2021)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
534706	3/17/2021	294.50	0.00	04/02/2021				No	
231-031-534400 Equipment Repairs				pressure relief valve for gray water system					
534706 Total:		294.50							
USABluebook Total:		549.46							
Veatch, Thomas 10682									
expense-0321	3/26/2021	140.00	0.00	04/02/2021				No	
100-034-519000 Training And Education				COFO class 3/1-3/5/21 and 3/8-3/12/21					
expense-0321 Total:		140.00							
Veatch, Thomas Total:		140.00							
Velde Ford 10683									
359244fowg	3/12/2021	37.92	0.00	04/02/2021	yard-crew	expense		No	
100-068-534000 Automotive Expense				dipstick tube for yard crew f250					
359244fowg Total:		37.92							
Velde Ford Total:		37.92							
Verardo Construction LLC 14337									
1085	3/16/2021	2,100.00	0.00	04/02/2021				No	
100-068-535200 Parking Lot Maintenance A				3 bollards					
1085 Total:		2,100.00							
Verardo Construction LLC		2,100.00							
Warning Systems Spec									

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Attachment: To Be Paid Proof List FY21 4-02-2021 (2556 : Accounts Payable To Be Paid Proof List thru April 02, 2021)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number					Description	Reference			
13591									
9329	3/15/2021	577.00	0.00	04/02/2021				No	
100-761-534000 Automotive Expense					replace radio, flashlight and radar in squads 5208, 5175, 517				
9329 Total:		577.00							
9330	3/16/2021	361.00	0.00	04/02/2021				No	
100-761-534000 Automotive Expense					rewired control trigger box and harness kit squad 5171				
9330 Total:		361.00							
9332	3/24/2021	394.00	0.00	04/02/2021				No	
100-761-534000 Automotive Expense					replaced/rewired radio squad 5171				
9332 Total:		394.00							
Warning Systems Spec Tot		1,332.00							
Waste Management									
12524									
332550520701	3/16/2021	3,799.12	0.00	04/02/2021				No	
231-031-536400 Sludge Removal					dumping of 20 yard roll off box 2/26-3/15/21				
332550520701 Total:		3,799.12							
Waste Management Total:		3,799.12							
Watt, David									
13133									
expense-0321	3/26/2021	140.00	0.00	04/02/2021				No	
100-034-519000 Training And Education					COFO class 3/1-3/8/21 and 3/8-3/12/21				
expense-0321 Total:		140.00							
Watt, David Total:		140.00							
White, Al & Norma									

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line
Account Number				Description			Reference		
14373									
03172021	3/17/2021	750.00	0.00	04/02/2021				No	
231-030-569000 Other Contractual Service				backwater flow valve reimbursement for 625 margaret st					
03172021 Total:		750.00							
White, Al & Norma Total:		750.00							
Will Harms Co									
10706									
36767	3/16/2021	21.76	0.00	04/02/2021				No	
100-005-520200 Office Supplies				ink pens					
36767 Total:		21.76							
36778	3/24/2021	419.90	0.00	04/02/2021				No	
501-501-520200 Office Supplies				copy paper					
36778 Total:		419.90							
Will Harms Co Total:		441.66							
XWaste Inc									
10721									
483568	3/11/2021	135.00	0.00	04/02/2021				No	
223-023-566500 Landfill Expense				x-waste fee 2/24/21					
483568 Total:		135.00							
XWaste Inc Total:		135.00							
Report Total:		342,446.41							

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Attachment: To Be Paid Proof List FY21 4-02-2021 (2556 : Accounts Payable To Be Paid Proof List thru April 02, 2021)



REQUEST FOR COUNCIL ACTION

Agenda Date: April 12, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Public Hearing on FY22 Budget

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):
Date:

City Manager:
Date:



REQUEST FOR COUNCIL ACTION

Agenda Date: April 12, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 2960-20/21 Amending Solid Waste Collection Provisions of the City Code

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION:

Attached is a draft ordinance revising the solid waste collection section of the City Code. Amendments are needed to:

1. Clarify standards for solid waste collection and the appropriate usage of carts;
2. Redirect bulk pickup services to annual clean up events;
3. Extend out the schedule of fees; and
4. Help the City to:
 - a. Reduce wear and tear on solid waste collection trucks from processing large/heavy bulky items every week;
 - b. Reduce growing landfill costs from more and more bulky items;
 - c. Reduce worker's compensation claims from injuries derived from lifting limitless bulky items.

Major recommended changes to the Code include the following:

1. Limiting the definition of "approved containers" to carts, bundled yard waste, and yard waste bags. Carts must have a lid and lift bar.
2. Under Prohibited Acts, added a requirement that the lids on carts be closed, and no waste piled on top of the closed lid. Added a list of prohibited items, which now includes bulk items, appliances, hazardous waste, and animal waste that is not in a separate bag. Added a provision reserving the City's right to refuse collection of any items placed in violation of the ordinance. Added a provision for the City to alternatively provide a bulk item clean up event(s) during the year.
3. Cleaned up penalty section language.

*Also please note that there is an alternative version of the originally amended ordinance attached in the packet. This version includes updated language and additional edits after re-review from staff and input from Councilmember Nutter.

Staff recommends approval of the alternative amendment.

FINANCIAL IMPACT: N/A

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: Solid Waste ordinance is amended

IMPACT IF DENIED: Solid Waste ordinance is not amended

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital

	improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/8/2021

Mark A. Rothert

Mark A. Rothert, City Manager

4/8/2021

Date:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City of Pekin provides residential solid waste collection service to City residents; and

WHEREAS, the Solid Waste Department has recommended revisions to the City Code to increase the efficiency of solid waste collection and bring the Code up to date with current market conditions and practices; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City and its residents to amend the City Code as set forth below.

NOW, THEREFORE, BE IT ORDNANIED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. Chapter 3, Article I, Division 2 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

Sec. 3-1-2-1. City to collect.

(a) The City shall be the sole provider of residential ~~garbage~~solid waste collection ~~and maintain a collection service~~ for the collecting of garbage, yard waste, recyclables, and refuse matter. Solid waste collection~~which~~ shall be under the supervision of the Superintendent of Streets and Solid Waste. For purposes of this Division, "residential" shall refer to all single-family residences, and multi-family residences consisting of 4 units or less.

(b) All garbage shall be placed at the curb by ~~5:00~~6:00 a.m. the day of collection. Days of collection are established and available from the Street Department Office or on the City website. The schedule will change during those weeks in which an observed holiday occurs. Holidays observed by the City are:

(1) New Year's Day.

~~(2) Presidents Day.~~

~~(32)~~ Memorial Day.

~~(43)~~ 4th of July.

~~(54)~~ Labor Day.

~~(65)~~ Veterans Day.

~~(76)~~ Thanksgiving ~~Day~~(Thursday and Friday).

~~(87)~~ Christmas Day.

Holidays that occur on a Saturday or Sunday will be observed either Friday or Monday.

(c) Receptacles placed for pick-up shall be placed at or near the alley lot line (if permitted by the City) or curblane where the pick-up occurs. Receptacles placed at the curblane may be so placed for a period not to exceed 24 hours.

Sec. 3-1-2-2. Garbage collection fee schedule.

(a) May 1, 2020: monthly fee of \$20.00.

(b) May 1, 2021: monthly fee of ~~\$23.00~~\$22.00.

~~(c)~~(c) A monthly fee equaling 150 percent of the fee charged residents shall be charged to extra territorial customers, who request garbage service. Said service shall be available where it is economically feasible for the City, solely within the discretion of the City.

Sec. 3-1-2-3. Receptacles required.

(a) *Owner responsible for garbage, waste storage on property.* It shall be the duty of every owner or his agent or occupant of any house, building, flat or apartment or tenement in the City where people reside, board or lodge, or where animal or vegetable matter is prepared or served, and at all times, to maintain in good order and repair a covered receptacle for garbage and waste matter. All items shall be in an approved container for collection.

(b) *Collection of oversized items.* Oversized items will be collected in accordance with the following procedures~~and users are encouraged to notify the Department of such items to allow for assistance to be provided to the driver for the pickup.~~

(1) Residents must schedule pick-up of oversized items at least two weeks in advance of the desired pick up date by contacting the City Solid Waste Department.

(2) An additional fee of \$20.00 will be charged for each oversized item collected, which will be added to the resident's monthly invoice.

(c) *Approved containers.* Approved containers shall include:

(1) *Carts.* Wheeled carts which have been specifically approved by the City for use with the collection vehicles. ~~Sizes available range from 35 to 95-gallon capacity~~Acceptable sizes are 96-gallon for garbage and 64-gallon for recycling. Carts must have a lid and a lift-bar.

(2) ~~Bundles.~~ Any yard waste. Yard waste may be disposed of in paper yard waste bags, or in carts not exceeding 35 gallons, except that yard waste may be disposed of in a 64- or 96-gallon cart so long as such cart has a lift bar and is properly marked as containing yard waste. Yard waste material such as limbs, branches or wood, which cannot be properly placed in a container for collection, must be tied securely in bundles not to exceed four feet in length~~or over 50 pounds in weight.~~

(3) *Plastic bags.* ~~Commercial plastic bags sold as trash or garbage bags including biodegradable plastic bags as defined by State statutes, shall be collected if the cart is full. Should this become a regular occurrence, then an additional cart will be required.~~

~~(4)~~(3) *Weight.* ~~No bagyard waste bag or bundle, except those items defined as bulky waste, shall exceed 50 pounds in weight. Carts shall not exceed the weight limit stated on the cart. This limitation shall not apply to carts.~~

(d) Prices for the purchase of wheeled carts. The City shall offer for purchase by residents wheeled carts compatible with the City's waste collection vehicles for the following prices:

(1) 96-gallon cart: \$60.00

(2) 64-gallon cart: \$40.00

Such prices include assembly of the cart and delivery to the purchaser's residence, as well as a 10-year warranty.

Sec. 3-1-2-4. Prohibited acts.

(a) *Deposits.* Solid waste shall be disposed of only as set forth in this section.

(1) No garbage, refuse, or waste material of any kind shall be deposited in any street, alley or public way, except as is provided in this Division.

(2) It shall be unlawful to deposit or leave any refuse or material in such a place or condition that it can be blown by the wind so as to be scattered or cause clouds of dust or particles, and it shall be unlawful to permit the escape of soot, ashes or other solid products or results of combustion so as to be wind-blown or scattered.

(3) It shall be unlawful for any person to dump or deposit, or cause to be dumped or deposited any grass, leaves, branches or any other things in the roadway or gutter of any public street in the City.

(4) Garbage, refuse, waste material, and recyclable materials shall be deposited only in approved containers. Containers shall not be overfilled such that the lid cannot fully close. No waste may be placed on top of the closed lid.

(b) *Storing combustible refuse.* It shall be unlawful to permit or store any combustible refuse in such a way as to create a fire hazard or to store or throw away any refuse of any kind in any alley, street or other public way in the City.

(c) ~~Penalty. Anyone convicted of a violation of this Section shall be punished by a fine of not less than \$100.00 and not more than \$750.00 for each offense. Each day that there is a violation shall constitute a separate offense.~~Prohibited materials. The following materials will not be accepted for collection pursuant to this Division:

(1) Building or construction materials, provided that carpet will be accepted if it is rolled up in bundles of not more than 4 feet in length and not more than 50 pounds in weight.

(2) Bulk items, which shall be defined as items too large to fit inside a 96-gallon cart, including, but not limited to, furniture and mattresses.

(3) Household appliances and electronics.

(4) Animal remains, and animal waste unless placed within a separate bag or container prior to being placed in the disposal cart.

(5) Hazardous waste, batteries, motor oil, and other materials that cannot be disposed of at the disposal facility.

(6) Paint cans, unless the paint is completely dried out prior to being placed for disposal.

(d) The City reserves the right to refuse collection of any materials placed for disposal in violation of this Section.

Sec. 3-1-2-5. Penalty.

~~Except as otherwise provided in this Division, any person violating any of the provisions of this Division shall be subject to penalty as provided in Section 1-1-15. Any person found to be in violation of any provision of this Division shall be subject to a fine of not less than \$100.00 and not more than \$750.00 for each offense. Each day that a violation continues shall constitute a separate offense.~~

Section 2. Chapter 3, Article I, Division 2 of the Pekin City Code is hereby amended by the addition of a new Section 3-1-2-6 as follows:

Sec. 3-1-2-6. Semi-Annual Clean-up. The City shall hold two clean-up days per calendar year, one in the spring and one in the fall, in which residents may dispose of bulk items and other items and materials not eligible for general collection under this Division. The Superintendent of Streets and Solid Waste shall have the authority and power to schedule these semi-annual clean-up days, and to make rules and regulations regarding items that may be collected on semi-annual clean-up days. The scheduled dates and rules and regulations shall be made public at least one month in advance of the event.

Section 3. Chapter 5, Article 6, Division 2, Section 2-3 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

Sec. 5-6-2-2-3. Litter containers.

(a) *Number and capacity of litter containers.* Every dwelling and building, residential or otherwise, must have litter containers of sufficient number and capacity to accommodate and contain all litter generated and accumulated by occupants of the dwelling or business building.

(b) *Responsibility for maintenance of litter containers.*

(1) The occupant or occupants of any single-family dwelling unit must supply and maintain, at all times, a ratproof and watertight container for all litter, ~~except rubbish. Rubbish, if not stored in a ratproof and watertight container, must be stored separately in plastic bags, except those items too large to be stored therein.~~

(2) In multiple family dwellings of less than five such units, the owner must supply and maintain, at all times, a ratproof and watertight container for all litter, ~~except rubbish. Rubbish, if not stored in a ratproof and watertight container, must be stored separately in plastic bags, except those items too large to be stored therein.~~

(3) In multiple family dwellings consisting of five or more individual dwellings units and in nonresidential buildings, the owner must provide a dumpster for all litter that is ratproof and watertight. However, if this requirement cannot be met because the nature or size of the property does not permit the placement or removal of a dumpster, the owner may petition the Code Enforcement Officer or his designee for an exception; provided, that such exception can be granted without substantial detriment to the public good and without impairing the general purpose and intent of this Subdivision.

(c) *Use of litter containers.*

(1) It shall be the responsibility of every occupant of a single-family dwelling to keep containers, whether they be garbage cans, dumpsters or other containers, tightly covered or sealed, except when momentarily opened to receive or remove litter.

(2) In multifamily dwellings and commercial establishments, the owner or his agent must keep containers, whether they be garbage cans, dumpsters or other containers, tightly covered or sealed at all times, except when momentarily opened to receive or remove litter.

(d) *Type and placement of litter containers.*

(1) This Subsection applies solely to single-family dwellings and multiple family dwellings of less than five units.

(2) All litter containers must be stored:

- a. Inside an enclosed structure;
- b. In the rear yard; or
- c. In the side yard.

(3) All litter containers placed for pick up must be compatible with the City's waste collection vehicles and their lifter systems, and must meet the specification set forth in Chapter 3, Article I, Division 2 of this Code~~promulgated by the Director of Public Works from time to time.~~

~~(4) When placed for pick-up, litter containers must be placed at or near the alley lot line (if permitted by the City) or curblin where the pick-up occurs. Litter containers placed at the curblin for pickup may be so placed for a period not to exceed 24 hours.~~

(e) *Disturbing containers.* It shall be unlawful for any person, other than the owner, occupant, tenant or members of their families, or any container for garbage, rubbish, refuse, ashes or wastes, or to remove, displace, injure, deface, destroy, uncover or in any scavenger employed or licensed by the City, or the owner's agent, employees or servants to deposit any article, substance or thing in manner disturb such container or any litter that is placed on curblin or alley lot line for collection.

~~(f) Prices for the purchase and rental of litter containers. The City shall offer for purchase by the citizens of Pekin litter containers compatible with the City's waste collection vehicles for the following prices:~~

~~(1) 95-gallon container: \$60.00.~~

~~(2) 35-gallon container: \$40.00.~~

~~Such prices shall include assembly of the litter containers and delivery of the same to the citizen's residence.~~

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City of Pekin provides residential solid waste collection service to City residents; and

WHEREAS, the Solid Waste Department has recommended revisions to the City Code to increase the efficiency of solid waste collection and bring the Code up to date with current market conditions and practices; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City and its residents to amend the City Code as set forth below.

NOW, THEREFORE, BE IT ORDNANIED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. Chapter 3, Article I, Division 2 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 3-1-2-1. City to collect.

(a) The City shall be the sole provider of residential solid waste collection for the collecting of garbage, yard waste, recyclables, and refuse matter. Solid waste collection shall be under the supervision of the Superintendent of Streets and Solid Waste. For purposes of this Division, "residential" shall refer to all single-family residences, and multi-family residences consisting of 4 units or less.

(b) All garbage shall be placed at the curb by 6:00 a.m. the day of collection. Days of collection are established and available from the Street Department Office or on the City website. The schedule will change during those weeks in which an observed holiday occurs. Holidays observed by the City are:

- (1) New Year's Day.
- (2) Memorial Day.
- (3) 4th of July.
- (4) Labor Day.
- (5) Veterans Day.
- (6) Thanksgiving Day.
- (7) Christmas Day.

Holidays that occur on a Saturday or Sunday will be observed either Friday or Monday.

(c) Receptacles placed for pick-up shall be placed at or near the alley lot line (if permitted by the City) or curblin where the pick-up occurs. Receptacles placed at the curblin may be so placed for a period not to exceed 24 hours.

Sec. 3-1-2-2. Garbage collection fee schedule.

(a) May 1, 2020: monthly fee of \$20.00.

(b) May 1, 2021: monthly fee of \$22.00. (c) A monthly fee equaling 150 percent of the fee charged residents shall be charged to extra territorial customers who request garbage service. Said service shall be available where it is economically feasible for the City, solely within the discretion of the City.

Sec. 3-1-2-3. Receptacles required.

(a) *Owner responsible for garbage, waste storage on property.* It shall be the duty of every owner or his agent or occupant of any house, building, flat or apartment or tenement in the City where people reside, board or lodge, or where animal or vegetable matter is prepared or served, and at all times, to maintain in good order and repair a covered receptacle for garbage and waste matter. All items shall be in an approved container for collection.

(b) *Collection of oversized items.* Oversized items will be collected in accordance with the following procedures:

(1) Residents must schedule pick-up of oversized items at least two weeks in advance of the desired pick up date by contacting the City Solid Waste Department.

(2) An additional fee of \$20.00 will be charged for each oversized item collected, which will be added to the resident's monthly invoice.

(c) *Approved containers.* Approved containers shall include:

(1) *Carts.* Wheeled carts which have been specifically approved by the City for use with the collection vehicles. Acceptable sizes are 96-gallon for garbage and 64-gallon for recycling. Carts must have a lid and a lift-bar.

(2) *Yard waste.* Yard waste may be disposed of in paper yard waste bags, or in carts not exceeding 35 gallons, except that yard waste may be disposed of in a 64- or 96-gallon cart so long as such cart has a lift bar and is properly marked as containing yard waste. Yard waste material such as limbs, branches or wood which cannot be properly placed in a container for collection must be tied securely in bundles not to exceed four feet in length.

(3) *Weight.* No yard waste bag or bundle shall exceed 50 pounds in weight. Carts shall not exceed the weight limit stated on the cart.

(d) *Prices for the purchase of wheeled carts.* The City shall offer for purchase by residents wheeled carts compatible with the City's waste collection vehicles for the following prices:

(1) 96-gallon cart: \$60.00

(2) 64-gallon cart: \$40.00

Such prices include assembly of the cart and delivery to the purchaser's residence, as well as a 10-year warranty.

Sec. 3-1-2-4. Prohibited acts.

(a) *Deposits.* Solid waste shall be disposed of only as set forth in this section.

(1) No garbage, refuse, or waste material of any kind shall be deposited in any street, alley or public way, except as is provided in this Division.

(2) It shall be unlawful to deposit or leave any refuse or material in such a place or condition that it can be blown by the wind so as to be scattered or cause clouds of dust or particles, and it shall be unlawful to permit the escape of soot, ashes or other solid products or results of combustion so as to be wind-blown or scattered.

(3) It shall be unlawful for any person to dump or deposit, or cause to be dumped or deposited any grass, leaves, branches or any other things in the roadway or gutter of any public street in the City.

(4) Garbage, refuse, waste material, and recyclable materials shall be deposited only in approved containers. Containers shall not be overfilled such that the lid cannot fully close. No waste may be placed on top of the closed lid.

(b) *Storing combustible refuse.* It shall be unlawful to permit or store any combustible refuse in such a way as to create a fire hazard or to store or throw away any refuse of any kind in any alley, street or other public way in the City.

(c) *Prohibited materials.* The following materials will not be accepted for collection pursuant to this Division:

(1) Building or construction materials, provided that carpet will be accepted if it is rolled up in bundles of not more than 4 feet in length and not more than 50 pounds in weight.

(2) Bulk items, which shall be defined as items too large to fit inside a 96-gallon cart, including, but not limited to, furniture and mattresses.

(3) Household appliances and electronics.

(4) Animal remains, and animal waste unless placed within a separate bag or container prior to being placed in the disposal cart.

(5) Hazardous waste, batteries, motor oil, and other materials that cannot be disposed of at the disposal facility.

(6) Paint cans, unless the paint is completely dried out prior to being placed for disposal.

(d) The City reserves the right to refuse collection of any materials placed for disposal in violation of this Section.

Sec. 3-1-2-5. Penalty.

Any person found to be in violation of any provision of this Division shall be subject to a fine of not less than \$100.00 and not more than \$750.00 for each offense. Each day that a violation continues shall constitute a separate offense.

Section 2. Chapter 3, Article I, Division 2 of the Pekin City Code is hereby amended by the addition of a new Section 3-1-2-6 as follows:

Sec. 3-1-2-6. Semi-Annual Clean-up. The City shall hold two clean-up days per calendar year, one in the spring and one in the fall, in which residents may dispose of bulk items and other items and materials not eligible for general collection under this Division. The Superintendent of Streets and Solid Waste shall have the authority and power to schedule these semi-annual clean-up days, and to make rules and regulations regarding items that may be collected on semi-annual

clean-up days. The scheduled dates and rules and regulations shall be made public at least one month in advance of the event.

Section 3. Chapter 5, Article 6, Division 2, Section 2-3 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 5-6-2-2-3. Litter containers.

(a) *Number and capacity of litter containers.* Every dwelling and building, residential or otherwise, must have litter containers of sufficient number and capacity to accommodate and contain all litter generated and accumulated by occupants of the dwelling or business building.

(b) *Responsibility for maintenance of litter containers.*

(1) The occupant or occupants of any single-family dwelling unit must supply and maintain, at all times, a ratproof and watertight container for all litter.

(2) In multiple family dwellings of less than five such units, the owner must supply and maintain, at all times, a ratproof and watertight container for all litter.

(3) In multiple family dwellings consisting of five or more individual dwellings units and in nonresidential buildings, the owner must provide a dumpster for all litter that is ratproof and watertight. However, if this requirement cannot be met because the nature or size of the property does not permit the placement or removal of a dumpster, the owner may petition the Code Enforcement Officer or his designee for an exception; provided, that such exception can be granted without substantial detriment to the public good and without impairing the general purpose and intent of this Subdivision.

(c) *Use of litter containers.*

(1) It shall be the responsibility of every occupant of a single-family dwelling to keep containers, whether they be garbage cans, dumpsters or other containers, tightly covered or sealed, except when momentarily opened to receive or remove litter.

(2) In multifamily dwellings and commercial establishments, the owner or his agent must keep containers, whether they be garbage cans, dumpsters or other containers, tightly covered or sealed at all times, except when momentarily opened to receive or remove litter.

(d) *Type and placement of litter containers.*

(1) This Subsection applies solely to single-family dwellings and multiple family dwellings of less than five units.

(2) All litter containers must be stored:

- a. Inside an enclosed structure;
- b. In the rear yard; or
- c. In the side yard.

(3) All litter containers placed for pick up must be compatible with the City's waste collection vehicles and their lifter systems, and must meet the specification set forth in Chapter 3, Article I, Division 2 of this Code.

(e) *Disturbing containers.* It shall be unlawful for any person, other than the owner, occupant, tenant or members of their families, or any container for garbage, rubbish, refuse, ashes or wastes, or to remove, displace, injure, deface, destroy, uncover or in any scavenger employed or licensed by the City, or the owner's agent, employees or servants to deposit any article, substance or thing in manner disturb such container or any litter that is placed on curblane or alley lot line for collection.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.



REQUEST FOR COUNCIL ACTION

Agenda Date: April 12, 2021
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Resolution No. 240-20/21 PY 2020 CDBG Public Services Funding

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City's Community Development Block Grant (CDBG) provided by the US Department of Housing and Urban Development (HUD) can be used to provide funding to local non-profit organizations operating in the community. These expenditures, referred to in regulations as Public Services expenditures, cannot exceed 15% of the City's annual allocation per grant year. Historically, the City has provided funding to both the Center for Prevention of Abuse and The Salvation Army to continue and expand services for individuals and families that are experiencing or are at high-risk of experiencing homelessness.

Staff is recommending approval of continued funding for these organizations to reimburse them for expenses incurred during the program year while carrying out eligible Public Services activities. The amount that is being recommended for approval is the total amount of funding requested by each organization to provide for the continued administration of the following programs:

1. The Center for Prevention of Abuse's Carol House of Hope is a domestic violence shelter that provides housing, essential items, counseling, medical advocacy, and legal assistance. To continue these services, assistance from the City is being requested in the amount of \$16,600. Additionally, awarded CDBG funds are being matched through private sources resulting in a greater overall benefit for the community.
2. The Salvation Army's Rust Center is a transitional shelter that provides a variety of services through their Pathway of Hope initiative. In addition to providing shelter, the Rust Center also offers ongoing case management to help clients identify the root causes of why they have experienced homelessness and assist them in taking steps to overcome situations that prevent housing stability. To continue and expand these services, assistance from the City is being requested in the amount of \$20,184.26 and matching funds have also been identified by this organization, should funding be awarded.

FINANCIAL IMPACT:

Requested Amount: \$36,784.26
 Line Item: 261-320-511200
 Budgeted Amount: \$55,000.00
 Remaining Funds: \$18,215.74

IMPACT IF APPROVED: The City will provide CDBG funding to the specified non-profit entities.

IMPACT IF DENIED: The City will not provide CDBG funding to the specified non-profit entities.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/8/2021

Date:

WHEREAS, the City of Pekin receives an annual allocation from the Community Development Block Grant; and

WHEREAS, such funding may be used in part to assist non-profit organizations in their efforts to support individuals with low- to moderate-income; and

WHEREAS, City staff has recommended that the following non-profit organizations receive awards from the City's CDBG funds:

1. The Center for Prevention of Abuse, in the amount of \$16,600.00; and
2. The Salvation Army Rust Center in the amount \$20,184.26.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The City shall provide grants in the amount of \$16,600.00 to The Center for Prevention of Abuse and \$20,184.26 to The Salvation Army from the City's Community Development Block Grant funds.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: April 12, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 241-20/21 to Approve Grant Agreement with DCEO

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This grant agreement with the Department of Commerce and Economic Opportunity (DCEO) is for a Rebuild Illinois Fast Track grant for \$2,000,000.00 that the City was awarded for Court Street from Veterans to Valle Vista. This grant agreement is necessary for the City to accept the funding.

The project costs are estimated at \$2.8 million, and the City will be responsible for the initial funding for the entire project. Staff will request reimbursement of funds from DCEO as payments are made, but will likely not receive reimbursement until after the project is complete.

FINANCIAL IMPACT:

Requested Amount: \$2,800,000.00
 Line Item: 445-041-580500
 Budgeted Amount: \$3,100,000.00 (FY22)
 Remaining Funds: \$300,000.00

IMPACT IF APPROVED: The grant agreement will be executed.

IMPACT IF DENIED: The City will not accept the \$2,000,000 grant from DCEO.

ALTERNATIVES: None

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

X	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):
 Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/8/2021

Date:

WHEREAS, the City of Pekin was awarded Rebuild Illinois Fast Track Funding for improvements to Court Street from Valle Vista to Veterans; and

WHEREAS, the Rebuild Illinois Fast Track grant funding will provide for \$2,000,000 of the total project costs on a reimbursement basis; and

WHEREAS, in order to receive the grant funding, the City must enter into the Inter-governmental Grant Agreement with the Illinois Department of Commerce and Economic Opportunity (“DCEO”) attached hereto as Exhibit A; and

WHEREAS, the City Council of the City of Pekin desires to accept the awarded funding;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The Mayor and/or the City Manager is authorized and directed to enter into the Agreement, as presented in Exhibit A, with the State of Illinois Department of Commerce and Economic Opportunity with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

Section 3. The City Clerk is directed to attest to the execution of the Contract as negotiated and approved by the Mayor and/or City Manager.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

AND

City of Pekin

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and City of Pekin (Grantee), with its principal office at 111 S CAPITOL ST, Pekin, IL 61554-4188, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **030228832** is Grantee's correct DUNS Number, that _____ is Grantee's correct UEI, if applicable, that **376002169** is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed **\$2,000,000.00** of which **\$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Catalog of Federal Domestic

State of Illinois

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Assistance (CFDA) Name is **N/A** and Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 679354. The State Award Identification Number is 2373-25233.

1.4. Term. This Agreement shall be effective on **04/01/2021** and shall expire on **03/31/2023**, unless terminated pursuant to this Agreement.

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

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

**ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY**

CITY OF PEKIN

By: _____
Signature of Sylvia I. Garcia, Acting Director

By: _____
Signature of Authorized Representative

Date: _____

By: _____
Signature of Designee

Printed Name: Mark A Luft

Printed Title: Mayor

Date: _____

Email: mluft@ci.pekin.il.us

Printed Name: _____

Printed Title: _____

Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Other Approver

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

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

ARTICLE III DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the state of Illinois.

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

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

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

ARTICLE IV PAYMENT

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

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

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

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

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

State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2021 / 2 2 20

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Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

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

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

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

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

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

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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before Grantor gives written approval. See 2 CFR 200.308.

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

ARTICLE VI BUDGET

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

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

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

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

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

ARTICLE XI LOBBYING

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

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

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

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

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

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

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

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

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

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

ARTICLE XV

AUDIT REQUIREMENTS

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

15.2. Consolidated Year-End Financial Reports.

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

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

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

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

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

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

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

15.3. Audit Requirements.

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

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

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

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

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

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

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

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

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

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

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

ARTICLE XVIII NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX STRUCTURAL REORGANIZATION

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

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

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

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

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

ARTICLE XXII EQUIPMENT OR PROPERTY

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

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

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

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

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

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV INSURANCE

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

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

ARTICLE XXV LAWSUITS

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

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

ARTICLE XXVI MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A**PROJECT DESCRIPTION**

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

AUTHORITY: The Grantor is authorized to make this Award pursuant to Illinois Public Act 101-0029.

The purpose of this authority is as follows:

Illinois Public Act 101-0029 (HB0062) commonly known as the 2019 Capital Bill.

PROJECT DESCRIPTION:

Grantee will receive \$2,000,000.00 in Rebuild Illinois Fast Track grants funds to complete improvements to Court Street. Specifically, grant funds will be used to cover bondable cost associated with improvements to Court Street from the intersection of Hilltop to Veterans. The project area is defined as within the corporate City of Pekin, Tazewell County, Illinois.

- This project is subject to the Illinois Prevailing Wage Act (820 ILCS 130/). This Act requires the payment of Illinois prevailing wages to all laborers, workers, and mechanics performing work on grant-funded projects, and subsequent reporting for compliance. <https://www2.illinois.gov/idol/>
- This project is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.). This Act requires the employment of Illinois laborers on grant-funded projects.
- This project is subject to the Illinois Works Jobs Program Act (30 ILCS 559/20). This Act requires apprenticeship participation on grant-funded projects.
- This project is subject to the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 et seq.).

This Act requires the submission of a Utilization Plan for the hiring of W/MBE Contractors for this grant-funded project.

This project carries a BEP Participation goal of 19%.

Minority Business Enterprise (MBE) Goal: 15%

Women-Owned Business Enterprise (WBE) Goal: 4%

EXHIBIT B

DELIVERABLES OR MILESTONES

Public Infrastructure & Fast Track

This construction project supports the Governor's Five-Year Economic Development Plan by providing critical infrastructure improvements.

PROJECT ACTIVITIES (BY BUDGET/COST CATEGORY)

<u>Cost Category</u>	<u>Activity</u>	<u>Rebuild Illinois</u>	<u>Other</u>	<u>Total</u>
1201	DESIGN/ENGINEERING	0.00	0.00	0.00
1202	BUILDING/LAND PURCHASE			
1203	EQUIPMENT/MATERIAL/LABOR			
1204	EQUIPMENT			
1205	WIRING/ELECTRICAL			
1206	MECHANICAL SYSTEMS			
1207	PAVING/CONCRETE/MASONRY			
1208	PLUMBING			
1209	CONSTRN MGMT & OVERSIGHT			
1210	CONSTRUCTION	\$2,000,000.00		
1211	OTHER CONSTRUCTION EXP			
1212	EXCAVATION/SITE PREP/DCOM			
1213	SITE WORK			
1214	DEMOLITION & REMOVAL			
1215	CONTINGENCY			
	TOTALS:	\$2,000,000.0	\$0.00	\$0.00

All funds must be used in accordance with Bondability Guidelines.

EXHIBIT C**PAYMENT**

Grantee shall receive \$2,000,000.00 under this Agreement.

Enter specific terms of payment here:

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

Reimbursement

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

Pre-Award Costs

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

EXHIBIT D**CONTACT INFORMATION****CONTACT FOR NOTIFICATION:**

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

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

GRANTOR CONTACT

Name: Ambrose Gonzales
 Title: Grant Manager
 Address: 500 E Monroe St
 Springfield, IL 62701
 Phone: 217-524-1613
 TTY#: (800) 785-6055
 Fax#: N/A
 Email Address: Ambrose.Gonzales@Illinois.gov

GRANTEE CONTACT

Name: Mark Rothert
 Title: City Manager
 Address: 111 S CAPITOL ST
 Pekin, IL 61554-4188
 Phone: 309-478-5371
 TTY#: N/A
 Fax#: 309-346-2095
 Email Address: marothert@ci.pekin.il.us
 Additional Information:

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

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Michael Bland
Email: michael.bland@illinois.gov
Phone: 217-782-9991
Fax#: N/A

Address: 500 E Monroe St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

Complete **Court Street Project** within Tazewell County, Illinois.

This project will create 51 jobs.

EXHIBIT F**PERFORMANCE STANDARDS****EXHIBIT F: PERFORMANCE STANDARDS**

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

EXHIBIT G**SPECIFIC CONDITIONS**

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

FISCAL AND ADMINISTRATIVE**GATA Conditions**

Completed

MERIT-BASED REVIEW

Completed.

PROGRAMMATIC

This grant is subject to monitoring.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII AUTHORIZED SIGNATORY

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

ARTICLE XXVIII ADDITIONAL AUDIT PROVISIONS

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

ARTICLE XXIX ADDITIONAL MONITORING PROVISIONS

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

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

ARTICLE XXX ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXXI ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

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

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

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

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

ARTICLE XXXIII

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

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

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

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

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.7, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.7.

ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

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

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

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the

sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Award or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXV

ADDITIONAL CONFLICT OF INTEREST PROVISIONS

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

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

ARTICLE XXXVI

ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

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

ARTICLE XXXVII

APPLICABLE STATUTES

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

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

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

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

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

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

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

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

37.8. Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information.

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Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

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

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

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

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

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

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

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

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

ARTICLE XXXVIII ADDITIONAL MISCELLANEOUS PROVISIONS

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

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

ARTICLE XXXIX ADDITIONAL REQUIRED CERTIFICATIONS

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

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

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

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

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

PART THREE – THE PROJECT-SPECIFIC TERMS

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

**ARTICLE XL
REPORT DELIVERABLE SCHEDULE**

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

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

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

July 2021

- Quarterly Illinois Works Apprenticeship Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager
- Quarterly Periodic Financial Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager

November 2021

- Quarterly Illinois Works Apprenticeship Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager
- Quarterly Periodic Financial Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager

January 2022

- Quarterly Illinois Works Apprenticeship Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager
- Quarterly Periodic Financial Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager

May 2022

- Quarterly Illinois Works Apprenticeship Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager
- Quarterly Periodic Financial Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager

- Quarterly Periodic Performance Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager

August 2022

- Quarterly Illinois Works Apprenticeship Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager
- Quarterly Periodic Financial Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager

October 2022

- Quarterly Illinois Works Apprenticeship Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager
- Quarterly Periodic Financial Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager

January 2023

- Quarterly Illinois Works Apprenticeship Report (01/30/2023) - Covering Period of 10/01/2022 - 12/31/2022; Send To: Grant Manager
- Quarterly Periodic Financial Report (01/30/2023) - Covering Period of 10/01/2022 - 12/31/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2023) - Covering Period of 10/01/2022 - 12/31/2022; Send To: Grant Manager

May 2023

- Quarterly Illinois Works Apprenticeship Report (05/01/2023) - Covering Period of 01/01/2023 - 03/31/2023; Send To: Grant Manager
- Quarterly Periodic Financial Report (05/01/2023) - Covering Period of 01/01/2023 - 03/31/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (05/01/2023) - Covering Period of 01/01/2023 - 03/31/2023; Send To: Grant Manager
- End of grant Apprenticeship Certification (05/15/2023) - Covering Period of 04/01/2021 - 03/31/2023; Send To: Grant Manager
- End of grant Closeout Financial Report (05/15/2023) - Covering Period of 04/01/2021 - 03/31/2023; Send To: Grant Manager
- End of grant Closeout Performance Report (05/15/2023) - Covering Period of 04/01/2021 - 03/31/2023; Send To: Grant Manager

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

Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XLI GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Program Objective. Provide funding for projects that entail substantial improvements to an underused site in order to make it "shovel ready" for future development and investment. When the project is complete, the site must be confirmed as available for sale and/or development, have appropriate zoning, boundary survey, clear title, environmental conditions, soil conditions, and infrastructure in place or engineer-planned. Photographs of the site after project completion must be included with close-out reporting.

41.2. Funding. This Award is bond-funded. To be funded with the proceeds of a state bond issue, a project must be consistent, where applicable, with (1) Article VIII, Section 1 and Article IX, Section 9 of the 1970 Constitution of the State of Illinois; (2) the General Obligation Bond and Build Illinois Bond Acts, as now or hereafter amended; (3) other applicable substantive statutes; and (4) the appropriation authority, with review of requirements of federal tax law.

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

41.4. The Interagency Wetland Policy Act of 1989. In accordance with the Interagency Wetland Policy Act of 1989, if Grantee's project site is located on or within 250 feet of a wetland site listed on the National Wetlands Inventory, Grantee will be required to comply with the requirements of this Act. This includes: developing a plan to minimize adverse impacts on wetlands, or providing written evidence that the project will not have an adverse impact on a wetland. The project must also comply with Federal Wetlands Protection regulations at 24 CFR 58.5(b)(2) and Executive Order 11990, which may require preparation of an Eight-Step Wetlands Review.

41.5. The Illinois Endangered Species Protection Act and the Illinois Natural Area Preservation Act. These Acts require consultation with the Endangered Species Consultation Program of the Illinois Department of Natural Resources to assure compliance. The consultation process must be implemented to avoid or minimize adverse impacts to State-listed species and their essential habitats that may result from the actions of state and local units of government. Grantee must certify the completion of the consultation process.

41.6. Illinois Prevailing Wage Act. (820 ILCS 130/) This Act requires the payment of prevailing wages for all construction funded in whole or in part with State funds, including funds passed through to private firms. Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to, inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract. Grantee will be required to report on Prevailing Wage Act compliance. If the project involves construction and/or equipment installation, go to <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx> for more information.

41.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any

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person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available, or are incapable of performing the particular type of work involved. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

41.8. Business Enterprise Program. For grant awards of \$250,000 or more, the Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 et seq.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

41.9. The National Emission Standards for Hazardous Air Pollutants (NESHAP) of the U.S. Clean Air Act. This Act assures that, when existing buildings are demolished and/or renovated, people outside of those buildings (i.e., passers-by or neighborhood residents) are protected from airborne asbestos. If asbestos materials are involved in the rehabilitation work, the applicant must contact the Field Operations Section, Bureau of Air of the Illinois Environmental Protection Agency to ensure compliance with Asbestos NESHAP.

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

ARTICLE XLII BOND FUNDED GENERAL GRANT PROVISIONS

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



REQUEST FOR COUNCIL ACTION

Agenda Date: April 12, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Capital Budget (Part 2) Presentation

DESCRIPTION:

FINANCIAL IMPACT:

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: