

CITY OF GALESBURG

Illinois, USA

2021



December 6 City Council Agenda

Administration
55 West Tompkins Street
Galesburg, IL 61401

City Council Meeting Agenda
City of Galesburg, Illinois
City Council Chambers
December 6, 2021

Members of the public who would prefer to view Galesburg City Council meetings remotely, can view the council meetings on Comcast channel 7 or stream the meeting live on the City's website.

5:20 p.m. Public Hearing Truth in Taxation Hearing - SSA #1 2021 Property Tax Levy

5:30 p.m.	Roll Call	Pledge of Allegiance
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Invocation

Presentation Knox County CEO Program

Approve Minutes from November 15, 2021

Consent Agenda #2021-23

21-2035 Resolution Section 5311 Federal Operating Assistance Grant Agreement

21-2036	Resolution	Downstate Operating Assistance Program Grant Agreement
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21-3023	Bid	Purchase of bulk rock salt for 2021-2022 winter season
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21-4113	Approve	Flex spending vendor Flexible Benefit Service LLC
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21-4114	Approve	Renewal of risk management & consulting service with Molyneaux
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21-4115	Approve	IML RMA property & liability insurance for 2022
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21-8022	Bills and Advance Checks	Approval and warrants drawn in payment of same
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Passage of Ordinances and Resolutions

21-1037	Ordinance	FY22 revenue adjustments (Final Reading)
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21-1038 Special 2021 property tax levy for FY 22 (Final Reading)
Ordinance

21-1040 Special Ordinance 2021 SSA #1 Property Tax Levy (First Reading)

21-1041	Ordinance	Ordinance for proposed ward and precinct redistricting map (First Reading)
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21-2037	Resolution	Transferring funds from General Fund to Library Fund for construction of a new library facility
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21-2038	Resolution	Moratorium on enforcement of Chapter 97 of the Galesburg city code
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21-2039	Resolution	Utilizing American Rescue Plan funds for housing assistance
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Bids, Petitions and Communications

21-3024	Bid	Ductless AC Unit Replacement at Lakeside Waterpark
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Public Comment

City Manager's Report

Miscellaneous Business (Agreements, Approvals, Etc.)

21-4108	Approve (TABLED)	Architectural/Engineering Agreement with Farnsworth Group, Inc. to provide estimated renovation costs of Churchill Junior High
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21-4116	Approve	FY 2022 Budget
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21-4117	Approve	Initiation of demolition proceedings on properties located at 133 Locust St. (residence & attached garage), 314 S Henderson St. (residence), 362 N Broad St. (residence & accessory structure), 553 W Tompkins St. (residence & accessory structure), 643 Day (residence & shed)
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21-4118	Approve	National opioid settlement and release
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21-4119	Approve	Agreement for applying for the Rebuild Downtown and Main Street Grant Program for renovation of upper floors downtown for residential use
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21-4120	Approve	Agreement for applying for the Rebuild Downtown and Main Street Grant Program for the Railroad Hall of Fame
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Town Business

21-9026	Ordinance	2021 Township property tax levy for FY 22 (Final Reading)
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21-9027	Ordinance	2021 Budget and Appropriation Ordinance (Final Reading)
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21-9028		Bills
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Closing Comments

Adjournment

Vision Statement

"The City of Galesburg will be a dynamic community featuring a full range of public amenities to serve a diverse citizenry. The City Council will play a pro-active role in providing leadership to its citizens, neighborhoods, and other public bodies and enact policies which ensure the existence of a broad based economy."

CITY COUNCIL MEETING City Manager's Report December 6, 2021

CONSENT AGENDA #2021-23

Item 21-2035 Section 5311 Federal Operating Assistance Grant Agreement

Staff recommends approval of a resolution authorizing the Mayor to sign the FY 2022 Grant Agreement for the Section 5311 Federal Operating Assistance Grant for the City's transit program. The transit grant application submitted to IDOT this spring was approved. This Federal program funds up to \$304,335 toward operating expenses.

Item 21-2036 Downstate Operating Assistance Program Grant Agreement

Staff recommends approval of a resolution authorizing the Mayor to sign the FY 2022 Grant Agreement for the Downstate Operating Assistance Program Grant Agreement for the City's transit program. The transit grant application submitted to IDOT this spring was approved. This State program funds up to 65 percent of the total operating expenses.

Item 21-3023 Purchase of Bulk Rock Salt for 2021 – 2022 Winter Season

Staff recommends approval of utilizing the 2021-22 State Bid for Bulk Rock Salt in the amount of \$73.69 per ton from Compass Minerals America, Inc. The City budgets annually for anticipated bulk salt use through the Motor Fuel Tax Fund and has budgeted sufficient funds for the winter season.

Item 21-4113 Flex Spending Vendor Flexible Benefit Service LLC

Staff recommends approval of entering into an agreement with Flexible Benefit Service LLC for provision of the flexible spending arrangement plan for employees (FSA). This company has been recommended by the City's benefits & wellness consultant as they have access to coordinate claims with our health plan carrier, Blue Cross Blue Shield, which streamlines claims for the participants.

Item 21-4114 Renewal of Risk Management & Consulting Service with Molyneaux

Staff recommends approval of renewing a one-year contractual agreement with Molyneaux to provide Risk Management Consulting and Insurance Brokerage services for the City for a flat annual fee of \$32,000.00 for the period 1/1/2022 through 12/31/2022. Funding for this service is included in the Risk Management Budget 078-51000 professional services.

Item 21-4115 IML RMA Property & Liability Insurance for 2022

Staff recommends approval of the purchase of insurance policies from the Illinois Municipal League Risk Management Association (RMA) for the period of 1/1/2022 - 12/31/2022. Coverages include general liability, property damage for buildings, automobile liability & physical damage for the fire & police departments and transit vehicles, public official bonds and law enforcement liability. The policy has a deductible of \$10,000 per occurrence for most lines of coverage and would become effective January 1, 2022, with an annual premium of \$442,796. Sufficient funding is budgeted in the Risk Fund for this purchase.

Item 21-8022 Bills

Bills and Advanced Checks are submitted for approval; please direct questions to Gloria Osborn, Director of Finance and Information Systems.

ORDINANCES AND RESOLUTIONS

Item 21-1037 FY22 Revenue Adjustments (Final Reading)

Staff recommends approval of rates and fees collected by the City. The rates and fees will be budgeted for fiscal year 2022 and will become effective January 1, 2022.

Item 21-1038 2021 Property Tax Levy for FY22 (Final Reading)

Staff recommends approval of the 2021 Property Tax Levy Ordinance. The 2021 tax levy request has been established at \$9,707,625 which is an increase of 2.64% when compared to the total amount of the current year tax levy (2020) extension. Based on the current information on the Estimated Assessed Value (EAV) for the 2021 tax levy, the estimated property tax rate for the City will be approximately \$2.669 or seven cents more than the 2020 tax levy rate. The property tax rate is applied to individual tax bills.

Item 21-1040 2021 SSA #1 Property Tax Levy (First Reading)

The 2021 levy for the Special Service Area #1 (Downtown Area) is provided for council consideration. For the 2021 property tax, collected in 2022, the Special Service Area Number One board has requested that the City Council approve an extension that is over 105% of the 2020 property tax extension, which requires a truth in taxation hearing to be held prior to the regular council meeting on December 6, 2021. The total increase for the Special Service Area Number One is \$43,275 or 32% when compared to the 2020 property tax extension.

Item 21-1041 Proposed Ward & Precinct Redistricting Map (First Reading)

The Board of Election Commissioners recommends approval of a proposed ward and precinct redistricting map. The proposed redistricting map rebalances the wards and precincts to correct for imbalances that have naturally occurred as residents and voters have moved in and out of wards and precincts over the past decade.

Item 21-2037 Transferring Funds from the General Fund to the Library Fund

Staff recommends approval of resolution transferring \$775,000 in funds from the General Fund to the Library Fund. The Galesburg Public Library has been awarded a 15.3 million dollar state grant to construct a new public library facility. They are responsible for fundraising 3.75 million dollars in order to complete the project. As part of this fundraising drive, they have requested that the City donate funds in the amount of \$775,000. These funds will be used to purchase and construct technology at the facility.

Item 21-2038 Moratorium on Enforcement of Chapter 97 of the Galesburg City Code

A Resolution establishing a moratorium on enforcement of Chapter 97 against homeowners who install landscaping or other items in their terrace is presented at the request of members of the Council. The terrace or parkway is the area of land located on a property between the street and the sidewalk. This area is part of the right of way that is owned by the City. Homeowners must maintain this area but cannot encroach or obstruct the area pursuant to Chapter 97 of the Galesburg

City Code. This Resolution places a 180 day moratorium on enforcement against a homeowner whose landscaping or decorative activities violate Chapter 97.

Item 21-2039 Utilizing American Rescue Plan Funds for Housing Assistance

Staff recommends approval of resolution directing up to \$60,000 in rental assistance funds from the City of Galesburg American Rescue Plan Act funds to the Knox County Housing Authority. The Knox County Housing Authority (“KCHA”) provides low cost, subsidized rental housing to residents of the City of Galesburg. They have requested that the City and the County assist with past due rent in order to avoid eviction of 162 families in Galesburg. Use of funds from the American Rescue Plan Act (ARPA) is authorized for eviction prevention or housing stability services necessitated by COVID 19.

BIDS, PETITIONS AND COMMUNICATIONS

Item 21-3024 Ductless AC Unit Replacement at Lakeside Waterpark

Staff recommends approval of the bid in the amount of \$25,408.00 from AMP Mechanical Services Inc. to replace the existing six ductless air conditioning units at Lakeside Waterpark. Five of the six ductless air conditioning units at Lakeside Waterpark are failing and in need of replacement. One unit is currently deemed inoperable. The units have survived beyond their useful life and replacement is necessary. Two bids were received for this work. AMP Mechanical Services Inc. submitted the low and best bid while meeting all specifications required for this project. This project will be paid for with funds from the Building Repair & Maintenance Fund.

CITY MANAGER’S REPORT

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

(TABLED)Item 21-4108 Agreement with Farnsworth Group, Inc.

Staff recommends approval of the agreement with Farnsworth Group, Inc. for preliminary architectural/engineering work to provide an estimated cost to renovate Churchill Junior High School. The school district has offered Churchill Junior High School and adjacent property to the City for the anticipated sale amount of \$1. As Churchill Junior High School is decades old, staff would like to have an architect/engineer estimate the cost of renovating the building before making a decision on whether or not to purchase the building. The cost of the agreement is not to exceed \$15,900 and would be paid from the General Fund.

Item 21-4116 FY 2022 Budget

Staff recommends approval of the December 31, 2022 Annual Budget. The public hearing for the December 31, 2022 Annual Budget was held on November 15, 2021. The annual budget sets the legal spending limits for the December 31, 2022 fiscal year. The 2022 budget is as follows:

Total Revenues: \$67,978,320

Total Use of Fund Balance and/or Other Financial Resources: \$12,184,710

Total Expenditures: \$67,203,615

General Fund Revenue Total: \$26,252,940

General Fund Expenditure Total: \$27,423,395

General Fund Use of Fund Balance: \$1,170,455

Item 21-4117 Initiation of Demolition Proceedings

Staff recommends approval of moving forward with the demolition process on properties located at 133 Locust Street (residence & attached garage), 314 S Henderson Street (residence), 362 N Broad Street (residence & accessory structure), 553 W Tompkins Street (residence & accessory structure), 643 Day (residence & shed). The properties are all in a dilapidated and unsafe condition. After an inspection of the properties, the Building Inspector sent the required notification to the owners of the properties requesting compliance. Upon a follow up inspection, it was noted that there had not been any progress towards fixing the properties.

Item 21-4118 National Opioid Settlement and Release

Staff recommends approval of a national opioid settlement and release. After years of nationwide litigation, settlements have been reached that resolve opioid litigation brought by states and municipalities against the three largest pharmaceutical distributors, (McKesson, Cardinal Health and Amerisource Bergen) and one manufacturer, Janssen Pharmaceuticals, Inc. and its parent company Johnson and Johnson. The State of Illinois has signed onto the settlement, making Illinois local governments eligible to participate. The City of Galesburg will only be eligible to receive funds from this settlement if it executes these releases. At this time, it is unknown what type of funding will be made directly available to the City of Galesburg, if the settlement is approved. However, it is anticipated that a substantial majority of the funds must be spent on opioid treatment and prevention.

Item 21-4119 Rebuild Downtown & Main Street Grant Application for Apartments

Agreement with Bruner, Cooper, and Zuck, Inc. in an amount not to exceed \$13,900 for preparation of a grant application for the State of Illinois Rebuild Downtowns and Main Streets Grant for the renovation of the 2nd and 3rd floor of 120 E. Main Street for residential use. The Illinois Department of Commerce and Economic Opportunity (DCEO) is accepting applications for the Rebuild Downtowns and Main Streets Grant. This is a new one time grant program designed to bring investments to revitalize commercial corridors and main street areas statewide. This is one of three projects the city intends to apply for through this program and consists of applying for renovation of the 2nd and 3rd floors of 120 East Main Street, which is currently owned by the city. The scope of work includes a code analysis of the building, structural evaluation, development of a floor plan and proposed elevation view of the exterior of the building, and a cost estimate for the project in addition to applying for the grant. There is no match required but projects score higher if a match is provided. It is proposed for the city to provide a 20% match if the project is selected for the grant. Even though an estimate is not known until the study is complete, a ballpark estimate would be \$1.25 million, of which a 20% match would be \$250,000 which could come from TIF or Economic Development funds. The deadline to submit a project is January 10, 2022. Projects are anticipated to be selected in the summer of 2022 and would be constructed in 2023 if selected. The grant application agreement amount of \$13,900 would be paid from the Economic Development Fund (24).

Item 21-4120 Rebuild Downtown & Main Street Grant Application for NRHOF

Staff recommends approval of an agreement with Bruner, Cooper, and Zuck, Inc. to prepare a grant application for the State of Illinois Rebuild Downtowns and Main Streets Grant for the National Railroad Hall of Fame (NRHOF) project. The Illinois Department of Commerce and Economic Opportunity (DCEO) is accepting applications for the Rebuild Downtowns and Main Streets

Grant. This is a new one time grant program designed to bring investments to revitalize commercial corridors and main street areas statewide. This is one of three projects the city intends to apply for through this program and consists of applying for construction of a new building south of the Amtrak Station to house the NRHOF. The City will be applying on behalf of the NRHOF for a \$2.5 million grant from the program. Since the NRHOF is not a governmental entity a 50% match is required for the program which is proposed to be paid by the foundation. The estimated cost of the project would be \$5 million with a proposed 50% local match from the NRHOF. The deadline to submit a project is January 10, 2022. Projects are anticipated to be selected in the summer of 2022 and would be constructed in 2023, if selected. The grant application agreement amount of \$5,000 would be paid by the City of Galesburg from the Economic Development Fund (24).

TOWN BUSINESS

Item 21-9026 2021 Township Property Tax Levy for FY22 (Final Reading)

Item 21-9027 2021 Budget and Appropriation Ordinance (Final Reading)

Item 21-9028 Town Bills

Respectfully submitted,
Todd Thompson
City Manager

5:20 p.m. Public Hearing: December 31, 2022, City Budget
Public Hearing: December 31, 2022, Township Budget
Proclamation: Small Business Saturday
Proclamation and Key to the City presented to Carlos Duncan

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
November 15, 2021
5:30 p.m.

Called to order by Mayor Peter Schwartzman at 5:30 p.m.

Roll Call #1: Present: Mayor Peter Schwartzman, Council Members Bradley Hix, Wayne Dennis, Kevin Wallace, Dwight White, Jaclyn Smith-Esters, Sarah Davis, and Larry Cox, 8. Also Present: City Manager Todd Thompson, City Attorney Bradley Nolden, and City Clerk Kelli Bennewitz.

Mayor Schwartzman declared a quorum present at 5:35 p.m.

The Pledge of Allegiance was recited.

Semenya McCord gave the invocation.

Council Member Dennis moved, seconded by Council Member Wallace, to approve the minutes of the City Council's regular meeting from November 1, 2021.

Roll Call #2:

Ayes: Council Members Hix, Dennis, White, Wallace, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

CONSENT AGENDA #2021-22

All matters listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion.

21-4105

Approve waiving normal purchasing policies and approve the 2022 Springbrook maintenance fees in the amount of \$75,049.72.

21-4106

Approve the bid from One Source in the amount of \$15,500 for the purchase of a walk behind saw for the Water Division.

21-4107

Approve the bid from Webber Rental & Supply in the amount of \$10,275 for the purchase of a trailer for the walk behind saw for the Water Division.

21-5019

Receive the September 30, 2021, Investment Schedule.

21-6003

Approve the following appointments to the Youth Commission:

Paula Johnson, term expires December 31, 2022

Deion Crider, term expires December 31, 2022

Zakary Warfield, term expires December 31, 2022

21-8021

Approve bills in the amount of \$707,202.21 and advance checks in the amount of \$628,323.08.

Council Member Davis moved, seconded by Council Member Cox, to approve Consent Agenda 2021-22.

Roll Call #3:

Ayes: Council Members Hix, Dennis, White, Wallace, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

PASSAGE OF ORDINANCES AND RESOLUTIONS

21-1033

Council Member White moved, seconded by Council Member Davis, to approve Ordinance 21-3656 on final reading amending the zoning map for 898 West Main Street to go from Institutional (I) to General Business (B2).

Roll Call #4:

Ayes: Council Members Hix, Dennis, White, Wallace, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

21-1034

Council Member Smith-Esters moved, seconded by Council Member Davis, to approve Special Ordinance 21-608 on final reading authorizing the purchase of 355 East Second Street from the Knox County Trustee in the amount of \$823.00.

Roll Call #5:

Ayes: Council Members Hix, Dennis, White, Wallace, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

21-1036

Council Member Smith-Esters moved, seconded by Council Member Wallace, to approve Ordinance 21-3657 on final reading dissolving the Tax Increment Financial Fund and Redevelopment Project Area I (Downtown TIF 1). Community Development Director Steve Gugliotta reported that due to their blight, 465 Mulberry Street and the lot east of the property at Mulberry and Seminary Streets, could be moved into TIF IV.

Roll Call #6:

Ayes: Council Members Hix, Dennis, White, Wallace, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

21-1037

Ordinance on first reading adjusting various licenses, recreation, water and refuse fees.

21-1038

Special Ordinance on first reading 2021 Property Tax Levy in the amount of \$9,707,625, which is an increase of 2.64 percent compared to the 2020 tax levy extension. City Manager Thompson noted that the EAV is unknown at this time but that a slight increase is estimated. Council Member Cox suggested that the City look at freezing the rate in the future and to investigate any implications doing so would have on the City's budget and levy in the future.

21-1039

Ordinance on first reading amending Traffic Appendix X of Chapter 77 of the Galesburg Municipal Code restricting parking on both sides of Locust Street between Knox Street and Conger Street during school hours.

Council Member Dennis moved, seconded by Council Member Wallace, to suspend the rules and move agenda item 21-1039 to final reading.

Roll Call #7:

Ayes: Council Members Hix, Dennis, White, Wallace, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

Council Member Dennis moved, seconded by Council Member Wallace, to approve Ordinance 21-3658 on final reading to amend Traffic Appendix X of Chapter 77 of the Galesburg Municipal Code to restrict parking on both sides of Locust Street between Knox Street and Conger Street during school hours.

Roll Call #8:

Ayes: Council Members Hix, Dennis, White, Wallace, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

21-2033

Council Member Smith-Esters moved, seconded by Council Member Wallace, to approve Resolution 21-30 determining the 2021 Property Tax Levy for Special Service Area One. This request is more than 105 percent and therefore will require a truth in taxation public hearing, to be held December 6, 2021. The tax levy request will not exceed \$142,512, which is \$135,726 more than the 2020 tax levy.

Jay Bullis, Downtown Council representative, addressed the Council and stated that this tax has been in place since 1975 (1% for maintenance and 1½ % for operational costs). Maintenance costs are applied towards trash pick up, plants, watering, snow removal, etc., while costs for operation include supporting those items, lights, banners, and the facade program. The operational fee will sunset 2023 and the Downtown Council will be asking for it to be extended another ten years at that time. They are asking for the increase in the SSA tax levy in order to help with reduced funds due to the termination of TIF I. The Downtown Council is in favor of the levy increase.

Roll Call #9:

Ayes: Council Members Hix, Dennis, White, Wallace, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

21-2034

Council Member White moved, seconded by Council Member Wallace, to approve Resolution 21-31 authorizing the execution of a grant agreement with the Salvation Army to provide an Emergency Warming Shelter.

Council Member Cox thanked the Salvation Army for stepping forward and for their willingness to operate the shelter. He commented that he doesn't believe this location is ideal and wished the project had been started earlier. Council Member Wallace also encouraged the City to find a better long term solution. He is also concerned with transportation since this location is an out of the way spot. The City Manager stated that transportation is being looked into.

Council Member Smith-Esters stated that this shelter is greatly needed for those in any sort of economic crisis and that it is a learning moment for the whole community. She appreciates all the agencies who will be assisting. Smith-Esters noted publicly that she will be abstaining from this vote, as well as agenda item 21-4111, since Salvation Army is her employer.

Council Member Davis inquired about transportation and that these individuals shouldn't be charged for bus rides. The City Manager stated that they will be accommodated.

Meghan Templeton, Salvation Army, addressed the Council and reported that most of the cost (not to exceed \$100,000) will be staffing. Other costs will include cots, pillows, cleaning, etc. It was noted by Council Member Hix that he would like to amend the lease to address drug and alcohol use and that they would not be allowed in the facility.

Templeton also stated that the shelter will be for individuals over the age of 18. Accommodations for children and families will be made elsewhere with other resources. They are anticipating anywhere between 10-30 individuals. She noted that they will also hopefully be collaborating with other agencies, such as Bridgeway and the Police Department, for assistance. It is also their hope that other agencies and locations, such as the Library and Housing Authority properties, will open their doors for individuals during the daytime.

Council Member Hix asked if the people living in the villas in Hawthorne Centre had been notified of the shelter's location. It was reported that specific notification was not done to the villas. Council Member White called for the question.

Roll Call #10:

Ayes: Council Members Hix, Dennis, White, Wallace, Davis, and Cox, 6.

Nays: None

Absent: None

Abstain: Council Member Smith-Esters, 1.

Chairman declared motion carried.

BIDS, PETITIONS, AND COMMUNICATIONS

PUBLIC COMMENT

Becky Jollay, Florence Avenue, addressed the Council stating that she moved to Galesburg in 2018, bought her home in 2019, and has been working remotely. She removed all the sod from the terrace and most of her yard in spring of 2020 but was cited for performing excavation. She asked to plant mini clover or a low mow grass but was told they were invasive. She noted that she reviewed the City codes and there are no ordinances on what can and cannot be planted in City terraces. She continued to have several email conversations with the City Engineer.

Jollay stated that Galesburg needs to attract people like her to live here who are young professionals and can work remotely. She expressed that the City needs to be more clear and transparent about these rules and ordinances and remove her fines and fees.

Carol Buebe addressed the Council and gave the history of turf grass and the effects it has on our yards and communities. She believes there needs to be a paradigm shift with what is allowed to be planted and that people need to realize that there is nothing good about having a grass lawn. She encouraged the Council to change their 1950's thoughts and be more forward thinking.

Megan Malloy addressed the Council and stated that she visited Galesburg seven years ago and stayed for its charm and taste for the unusual. She agreed that plantings other than grass would help with pollinators and still add a green benefit to the community while being more ecological. She believes that allowing such plantings would be an environmental boon for the community.

Brother Shabazz addressed the Council regarding recent hiring discrimination that happened to him with the Knox County Mary Davis Home. He stated that he worked for the prison system in two communities over the period of one year with success as an instructor. For this reason, as well as being in the U.S. Marine Corps, degrees from Harvard and UCLA, as well as being a mentor and teacher, he applied for the job with the County. He was shocked to receive a refusal letter. He noted that he was interviewed by seven white people and that he feels discrimination was involved and structural racism. He believes this is a national problem but that it needs to be addressed locally as people are very biased here. He also noted the racism in the criminal justice system. He added that he is in Galesburg by choice, coming to work for Knox College in 2010, but that at this time he cannot find employment.

Reverend Andrew Jowers communicated to the Council that he supports Brother Shabazz and that he is a brilliant man who participates in events, attends Council meetings, and works with young people. He believes that he should be qualified for most jobs and is doing the right things but being denied.

April Jackson addressed the Council and stated that the City needs to improve their communication with the codes and that no one should have to provide a Freedom of Information request for information on their home. She also added that the City has many empty buildings, such as the former middle school, that could be used for a long-term shelter. The facility has showers, plumbing, and small rooms that could function as independent living for families.

Angelica Mangieri addressed the Council and lives in the area of the house on Florence Avenue and also manages a community garden. She hopes that the City will look at the opportunity to collaborate on beautifying Galesburg and that not having all the terraces look the same with the standard grass lawn is positive. She doesn't believe that Ms. Jollay should be punished with violations and fines.

Rowan Williamson implored the Council to consider alternatives to a grass yard and that they are all beautiful and useful. She hopes the Council will allow the diversity and let Ms. Jollay keep the plants.

Jill Bradford addressed the Council in support of the yard and terrace on Florence Avenue and encouraged it for the pollinators (bees, butterflies and hummingbirds).

Hannah Lyon addressed the Council also in support of the use of pollinator plants, which offers less mowing and less pollution. She also believes that people with these plantings, as opposed to grass, stay active and connect with nature. She encouraged people to have beautiful plantings.

CITY MANAGER'S REPORT

A. Traffic Advisory Committee report for November 2021.

- B. The City Manager stated that the City has ordinances prohibiting encroachment in the ROW, landscape agreements with residents, and information on setbacks. He will put together this information for the Council.

Council Member Cox pointed out the statement in the Traffic Advisory Committee report “TAC does not normally recommend the installation of Children Playing signs.” He expressed that in his 20+ years with the City, there has never been a recommendation for such a sign.

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

Council Member Cox moved, seconded by Council Member Davis, to remove agenda item 21-4101 from the table.

Roll Call #11:

Ayes: Council Members Hix, Dennis, White, Wallace, Davis, and Cox, 6.

Nays: Council Member Smith-Esters, 1.

Absent: None

Chairman declared motion carried.

21-4101

Council Member Cox moved, seconded by Council Member Wallace, to approve an agreement in an amount not to exceed \$5,000 with Hutchison Engineering, Inc. to prepare a grant application for the State of Illinois Rebuild Downtowns and Main Streets grant.

Wayne Carl, Public Works Director, reported that this is one of three projects the City intends to apply for through this program. The other two projects will have similar agreements brought to the December 6th Council meeting. One of those projects will be for renovation of upper stories to residential apartments of commercial buildings in the downtown. The other project will be for the Railroad Hall of Fame.

Council Member Dennis left the meeting at 7:09 p.m.

Roll Call #12:

Ayes: Council Members Hix, Wallace, White, Smith-Esters, Davis, and Cox, 6.

Nays: None

Absent: Council Member Dennis, 1.

Chairman declared motion carried.

21-4108

Council Member White moved, seconded by Council Member Wallace, to approve a contract with Farnsworth Group, Inc. in an amount not to exceed \$15,900 for preliminary architectural/engineering work to provide an estimated cost to renovate Churchill Junior High School.

Council Member Dennis returned to the meeting at 7:13 p.m.

Council Member Hix asserted that he would like to table this item until the Council is able to have a walk through of the building. He added that the Parks & Recreation budget already has a \$2.3 million deficit and in looking at the report from the school district this building needs in excess of \$8 million in repairs.

Council Member White stated that he is in favor of this study but would also like to see if there are any problems, not just have them noted on paper. He wondered if a tour or a work session could be scheduled. The City Manager stated that he could contact Farnsworth and see about adding a walkthrough for Council to the agreement and noted that there would likely be a cost.

Council Member Smith-Esters moved, seconded by Council Member Wallace, to amend the motion to include a walk-thru of the building with a professional from Farnsworth Group, Inc., at an additional cost not to exceed ten percent of the project cost.

Roll Call #13:

Ayes: Council Members Wallace, White, Smith-Esters, Davis, and Cox, 5.

Nays: None

Absent: None

Abstain: Council Members Hix and Dennis, 2.

Chairman declared motion carried.

Council Member Cox stated that he would like to see a detailed study from the school district and would like more information on projected annual expenses and revenues. While the district has several items listed that wouldn't pertain to the City, there are items such as brick work, plumbing, HVAC, etc. that total almost \$6 million. Plus, that does not include upkeep and maintenance of the facility.

Council Member Hix moved, seconded by Council Member Dennis, to table agenda item 21-4108 as amended until the December 6, 2021, Council meeting.

Roll Call #14:

Ayes: Council Members Hix, Dennis, Wallace, White, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

21-4109

Council Member Smith-Esters moved, seconded by Council Member Dennis, to approve an engineering agreement with Klingner and Associates, P.C. in the amount of \$140,000 plus reimbursables for a PFAS pilot study.

Director Carl noted that at the August 2021 Work Session, the consultant proposed three possible options for the removal of PFAS - Reverse Osmosis, Ion Exchange, and Granular Activated Carbon, with capital costs running from \$19 to \$46 million depending on the option.

Council Member Smith-Esters asked if PFAS levels decline over time. Director Carl stated that unfortunately no; it is a strong compound that will need to be broken apart and pumped out. He also noted that the Mississippi River was tested as well and it shows PFAS levels also.

Council Member White inquired if there are any other communities that are using any of the stated treatment options. Director Carl reported that he is unaware of any at this time and that the City is ahead of most communities in the fact that we are already doing a pilot study. It is also his hope that funding will become available for future treatment options.

Roll Call #15:

Ayes: Council Members Hix, Dennis, Wallace, White, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

21-4110

Council Member Smith-Esters moved, seconded by Council Member Davis, to approve an agreement for access to City right-of-way by iTV-3, LLC, a wholly owned subsidiary of i3 Broadband LLC to install telecommunications fiber optic cable for high speed broadband in the City's ROW. The project is slated to be completed in 2 ½ years and they hope to build one mile each week. Wayne Carl, Public Works Director, stated that the company will be providing door hangers with contact information and will be getting a local business office.

Roll Call #16:

Ayes: Council Members Hix, Dennis, White, Wallace, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

21-4111

Council Member Hix moved, seconded by Council Member Cox, to add an additional operational rule to Exhibit B: *No alcohol, illegal drugs, cannabis, or dangerous weapons, are allowed on the premises.*

Roll Call #17:

Ayes: Council Members Hix, Dennis, White, Wallace, Davis, and Cox, 6.

Nays: None

Absent: None

Abstain: Council Member Smith-Esters, 1.

Chairman declared motion carried.

Council Member White moved, seconded by Council Member Davis, to approve a short-term lease agreement between the City of Galesburg and The Salvation Army, an Illinois corporation, for non-exclusive use of Hawthorne Gym as amended.

Roll Call #18:

Ayes: Council Members Hix, Dennis, White, Wallace, Davis, and Cox, 6.

Nays: None

Absent: None

Abstain: Council Member Smith-Esters, 1.

Chairman declared motion carried.

21-4112

Council Member Smith-Esters moved, seconded by Council Member Davis, to approve a Community Video Program agreement with the City of Galesburg and CGI Communications, Inc. at no cost to the City.

Roll Call #19:

Ayes: Council Members Hix, Dennis, White, Wallace, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

Consensus of the Council was to sit as the Town Board. Approved by voice vote.

TOWN BUSINESS

21-9025

Trustee Smith-Esters moved, seconded by Trustee Davis, to approve Town bills and warrants be drawn in payment of same.

Fund Title	Amount
Town Fund	\$5,603.98
General Assistance Fund	\$3,429.90
IMRF Fund	\$2,400.60
Social Security/Medicare Fund	\$2,375.51
Liability Fund	
Audit Fund	
Total	\$13,809.99

Roll Call #20:

Ayes: Trustees Hix, Dennis, Wallace, White, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

20-9026

Ordinance on first reading approving the 2021 Property Tax Levy for the Town of the City of Galesburg in the amount of \$531,000.

20-9027

Ordinance on first reading approving the Township Budget and Appropriation for the fiscal year beginning January 1, 2022, and ending December 31, 2022, showing the following:

General Town Fund	\$503,230		
Audit Fund	\$9,000		
Liability Fund	\$7,800		
Social Security/Medicare Fund	\$34,000		
Illinois Municipal Retirement Fund (IMRF)	\$34,000		

General Assistance Fund	\$467,400		
Total Appropriations			\$1,055,430

Consensus of the Town Board was to sit as the City Council. Approved by voice vote.

CLOSING COMMENTS

Council Member White suggested that the City put together a group of master gardeners in order to get input for new ordinances to address the terrace planting issue. He is also very pleased to see the City move forward with a warming shelter and that as a man of faith, he feels it is our responsibility to help those who are in need. He also stated that while the Churchill building may be expensive, he believes the kids of our community are worth it.

Council Member Smith-Esters invited the public to the new Holly Days lighting ceremony on Friday, November 19th, at 4:30 p.m. She also stated that she is ecstatic about seeing the warming shelter moving ahead. She said that the Salvation Army has a saying, “soap, soup, and Salvation Army.” She hopes this helps those in need and allows the City to walk beside them. She thanked all those who came to the meeting and spoke.

Council Member Davis thanked everyone for attending and being passionate about the terrace situation and for trying to be environmentally friendly and take care of the planet. She agrees that all residents need to be treated equally and that the City needs to be transparent and clearly communicate expectations. Council Member Davis stated she is thankful for the warming shelter and for many of the upcoming events and holiday cheer in our community.

Council Member Cox added that the City has done many prairie plot restorations such as Inbinder, Kiwanis, Lake Storey, Rotary Park, etc.

Council Member Hix asked if the City had looked at Nielsen School which has a cafeteria, gym, sectioned classrooms, and a good amount of ground. He feels it’s in much better shape and that possibly the City would approach District 205 about the option. He also noted that Wessels Park at Hawthorne Center could possibly be used as a butterfly garden and that there would be no blockage of terraces in that location.

Council Member Wallace added his appreciation for everyone who attended the meeting and believes that our community does need to be more diverse and that being involved in the community will change the complexion. He stated that the Council is diverse and that his mission is to give back to the community and to young people.

Mayor Schwartzman congratulated the organizers of the Veteran’s Day parade and stated that he had two grandfathers who served in wars and he was blessed to have them in his life. He also stated that there are many individuals who are one paycheck away from being homeless and he hopes the shelter is a way to make strides in ending homelessness within five years.

The Mayor thanked Brother Shabazz for talking about a sensitive subject and reported that the Community Relations Commission will be coming forward with several suggestions focusing on these issues in the near future.

The Mayor stated that he met with Bridgeway about the possibility of bringing a recovery home, Oxford House, to our area. He noted that there are 25 in Illinois. The Mayor also thanked Carlos Duncan and his friends and family for attending the meeting to honor him. He was pleased to present a Key to the City, his first, to Carlos as he is so fitting for such an honor.

There being no further business, Council Member Dennis, seconded by Council Member Smith-Esters, to adjourn the regular meeting at 8:33 p.m.

Roll Call #21:

Ayes: Council Members Hix, Dennis, Wallace, White, Smith-Esters, Davis, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

Peter D. Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 6, 2021**

AGENDA ITEM: Resolution authorizing the Mayor to sign the FY 2022 Grant Agreement for the Section 5311 Federal Operating Assistance Grant for the City's transit program.

SUMMARY RECOMMENDATION: The City Manager, Director of Community Development and the Transit Manager recommend that the resolution be approved.

BACKGROUND: Each year the City submits a grant application to the Illinois Department of Transportation (IDOT) for funding under the Section 5311 Transit Operating Assistance Program and Downstate Operating Assistance Program (DOAP). These Federal and State funds, respectively, are provided by the Illinois Department of Transportation, Office of Intermodal Project Implementation to assist in funding the operating expenses of the Galesburg public transit and paratransit programs.

The transit grant application submitted to IDOT this spring was approved. This Federal program funds up to \$304,335 toward operating expenses. Attached is a copy of the Federal grant agreement and resolution for the City Council's consideration. The resolution authorizes the City to enter into the agreement and the Mayor to sign it.

BUDGET IMPACT: If the resolutions are not approved, the grant agreements cannot be executed and there would be a shortfall of up to \$304,335 in Federal Funds to cover transit expenses based upon anticipated expenditures and revenues.

SUPPORTING DOCUMENTS:

1. Resolution
2. Grant Agreement

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION AND AMENMENT OF
FEDERAL 5311 GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 (“Section 5311”), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq.to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2022 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of the City of Galesburg.

Section 2. That while participating in said operating assistance program the City of Galesburg will provide all required local matching funds.

Section 3. That the Mayor is hereby authorized and directed to execute and file on behalf of the City of Galesburg such application.

Section 4. That the Mayor is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Mayor is hereby authorized and directed to execute and file on behalf of the City of Galesburg Section 5311 Grant Agreement (“Agreement”) with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2022.

Section 6. That the Director of Community Development or the Transit Manager of the City of Galesburg are hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2022.

Approved this ____ day of _____, 20____, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

Agreement No. OP-22-13-FED (22-0338-29858)**INTER-GOVERNMENTAL GRANT AGREEMENT**

BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
City of Galesburg

The Illinois Department of Transportation (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield IL. 62764
 and City of Galesburg (Grantee),
 with its principal office at 55 W Tompkins St, Galesburg, IL 61401 and payment address (if different than principal office) at 55 W Tompkins St, Galesburg, IL 61401, 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 075614834 is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that 376001160 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

Agreement No. OP-22-13-FED (22-0338-29858)

1.2 Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$304,335.00, of which \$304,335.00 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 IL-2021-003-00, the federal awarding agency is Federal Transit Administration, and the Federal Award date is 12/1/2020. If applicable, the Assistance Listing Program Title is Formula Grants for Rural Areas and Assistance Listing Number is 20.509. The Catalog of State Financial Assistance (CSFA) Number is 494-80-0338. The State Award Identification Number is 22-0338-29858.

1.4 Term. This Agreement shall be effective on 7/1/2021 and shall expire on 6/30/2022, 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.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Agreement No. OP-22-13-FED (22-0338-29858)

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

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____

Signature of Omer Osman, P.E., Secretary

By: _____

Signature of Designee

Date: _____

Printed Name: Matt MagalisPrinted Title: Acting Director, OIPI**Designee**

By: _____

Signature of Matt Magalis, Acting Director, OIPI

Date: _____

Printed Name: Matt MagalisPrinted Title: Acting Director, OIPI

By: _____

Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

By: _____

Signature of Third Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

City of Galesburg

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: Peter SchwartzmanPrinted Title: MayorE-mail: pschwart@ci.galesburg.il.us

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 a 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 \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.120(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) 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 7000.30.

“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 7000.30.

“Assistance Listings” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Number” has the same meaning as in 2 CFR 200.1

“Assistance Listing Program Title” has the same meaning as in 2 CFR 200.1.

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

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

“Budget Period” has the same meaning as in 2 CFR 200.1.

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

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

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

“Consolidated Year-End Financial Report” or “CYFER” 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 7000.30.

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

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

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization.

“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 7000.30.

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

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

“Generally Accepted Accounting Principles” or “GAAP” has the same meaning as in 2 CFR 200.1.

“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 7000.30.

“Improper Payment” has the same meaning as in 2 CFR 200.1.

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

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

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

“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 2 CFR 200.1.

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

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

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

“Period of Performance” has the same meaning as in 2 CFR 200.1.

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

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

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

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

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

“SAM” means the federal System for Award Management (SAM); 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 7000.30.

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee or to subrecipients 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. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

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

granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code 7000.30.

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

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

4.7. Interest.

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

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

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State

or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of 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 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 and Non-discretionary Line Item Transfers. Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither

discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

6.4. **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).

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

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

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

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

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

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

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

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

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 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, 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 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 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-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 200.334, unless a different retention period is specified in 2 CFR 200.334 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 200.337 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 200.337, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and, in the format, required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s)

of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

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

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

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c) all Performance Reports

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

14.4. **Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 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 (CYEFR).** All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

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

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

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

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

15.3. **Audit Requirements.**

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

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

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

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

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

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

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

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

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

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a

partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

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

ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, 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).

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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 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State

including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (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 ensure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and

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

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that 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 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)

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property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A
PROJECT DESCRIPTION

CSFA Number	NOSA/SAIN Number	GATA Registration Number
494-80-0338	22-0338-29858	676834

The Grantee proposes to provide public transportation services in a Non-Urbanized area(s) of Illinois (herein referred to as the "Project"), as described in the Grantee's final approved application which is incorporated herein by reference.

The Grantor has applied under Section 5311 of the Federal Transit Act, as amended, (49 U.S.C. Section 5311), to the Federal Transit Administration (hereinafter "FTA") for federal operating, capital and administrative assistance for this Project.

The Grantor's application has been approved by FTA.

The Grantee represents that it is an eligible recipient and has made application to the Grantor for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705, et seq. and 30 ILCS 740/1 et seq. (hereinafter referred to as the "Acts").

The Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Grantor.

EXHIBIT B

DELIVERABLES OR MILESTONES

- A. The Grantee shall generate and maintain required local match sufficient to draw down the 5311 funds in this Agreement.
- B. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data 30 days after the end of the quarter.
- C. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- D. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 651.
- E. Submission of cost allocations plans (if applicable.)
- F. Submission of the Public Transportation Service Plan (PTSP) (annual).
 - a. Including 5-Year Forecast.
- G. Submission of Compliance Review Action Plan Accomplishments (if applicable).
- H. Submission of National Transit Data Base Report (annual).
- I. Submission of PCOM report (quarterly).
- J. Submission of Capital Needs Assessment (annual).
- K. Submission of Non-DOAP Local Match Survey (annual).
- L. Submission of Procurement Notifications (as they occur).
- M. Submission of Disadvantaged Business Enterprises Letter (as they occur).
- N. Submission of Charter Service Letter (as they occur).
- O. Submission of Procurement Concurrence Request (as they occur).

EXHIBIT C**PAYMENT**

Grantee shall receive \$304,335.00 under this Agreement.

Enter specific terms of payment here:

Grantee understands and accepts that it will disburse its Indirect Costs separately from its Direct Costs in accordance with its approved Indirect Cost Rate.

Grantee further understands and accepts that, within three (3) months after execution of the Agreement, Grantee will submit updated, separate Budgets: one to reflect Grantee's costs; and a Budget to reflect costs incurred by each sub-recipient Grantee utilizes to accomplish the project goals and objectives of this Agreement.

REQUISITIONS AND PAYMENTS

A. Requests for Payment by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Grantor will honor any properly submitted requests in the manner set forth in this Requisitions and Payments section. In order to receive Grant payments pursuant to this Agreement, the Grantee must:

1. complete, execute and submit to the Grantor requisition forms supplied by the Grantor in accordance with the instructions contained therein;
2. submit to the Grantor, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Grantor, to substantiate these costs;
3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;
4. have submitted all financial, progress reports, and performance data currently required by the Grantor; and
5. have received approval by the Grantor for all budget amendments required to cover all costs to be incurred through the end of the requisition period.
6. Quarterly requisitions of the actual operating expenditures and deficit incurred during the quarter for reimbursement pursuant to this Agreement shall be submitted to the Grantor within thirty (30) days following the close of the quarter. A fourth quarter requisition of the actual operating expenditures and deficit incurred during the quarter shall be submitted to the Grantor by August 1.

B. Payment by the Grantor - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Grantor, the Grantor will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Grantor of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Grantor, towards the timely completion of the Project. If all of

these circumstances are found to exist, the Grantor will reimburse apparent eligible costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum amount of the Grant provided in the Project Budget section in PART THREE below. Requisitions must be submitted at least quarterly, but no more frequently than monthly. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Grantor of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Grantor will review the Grantee's independent audit and make a final determination as to eligibility of any payments made to Grantee only after the independent audit has been approved by the Grantor.

In the event the Grantor determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.

C. Eligible Costs - In addition to the other requirements of this Agreement, to be considered "eligible" for payment purposes, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors; be documented to the satisfaction of the Grantor; meet the criteria set forth in the applicable provisions of the Grantor's 5310/5311 Grants Management Manual, as revised from time to time; and meet all of the requirements set forth below:

1. be made in conformance with Grantee's final, approved application and the approved Uniform Budget and all other provisions of this Agreement;
2. be necessary in order to accomplish the Project;
3. be reasonable in amount for the goods or services purchased;
4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);
5. be incurred within the state fiscal year governed by this Agreement; and
6. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantor for the Grantee. Those principles include, but are not limited to, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement;

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Grantor.

D. Ineligible Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, in addition to ineligible costs set forth in federal law and its corresponding rules, the Grantor will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in the Project Budget section in PART THREE of this Agreement or other date specifically authorized by the Grantor; (iii) costs incurred by the Grantee which are not provided for in the latest approved Uniform Budget; and (iv) except as otherwise provided in Grantor guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantor.

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E. Excluded Costs – Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for ineligible costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest due.

The Grantee agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, “Standards for the Administrative Collection of Claims”, at 31 CFR Parts 901.9(a)-(g).
2. For excess payments made by the Government to the Grantee that do not qualify as a “claim” for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality. A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, “Rules and Procedures for Efficient Federal-State Funds Transfers”, 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, “Standards for the Administrative Collection of Claims”, at 31 CFR Part 901.9(i).

F. Subject to Appropriation - All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305. The Grantor shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Grantor or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Grantor from FTA and from funds authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305.

Agreement No. OP-22-13-FED (22-0338-29858)**EXHIBIT D****CONTACT INFORMATION**

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

GRANTOR CONTACTName: Mackenzie ThiessenTitle: Bureau ChiefAddress: 69 W Washington, Suite 2100, Chicago, IL 60602Phone: 312-793-2332TTY#: N/AFax#: N/AE-mail Address: mackenzie.thiessen@illinois.gov**GRANTEE CONTACT**Name: Kraig BoyntonTitle: PCOMAddress: 55 W Tompkins St, Galesburg, IL 61401Phone: (309) 345-3642

TTY#: _____

Fax#: _____

E-mail Address: kboynton@ci.galesburg.il.us

Additional Information:

Agreement No. OP-22-13-FED (22-0338-29858)

EXHIBIT E
PERFORMANCE MEASURES

The Grantee should:

A. Submit accurate and timely reports required by this program.

B. Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:

1. Financial Management Reviews;
2. Compliance Reviews;
3. Audits;
4. Grantor policy changes;
5. Public Complaint Process;
6. and/or as directed by the Grantor to remain in compliance with grant requirements.

C. Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.

EXHIBIT F

PERFORMANCE STANDARDS

Performance Standards shall include:

A. Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C as well as Public Transportation Accounts (PTA) account reports.

B. Timeliness of corrective actions will be determined on an individual basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

1. The Grantee shall generate and maintain required local match sufficient to draw down the 5311 Funds in this Agreement.

2. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data 30 days after the end of the quarter.

3. On or before August 1, the Grantee shall submit all annual reports.

4. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 651.

5. When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.

Agreement No. OP-22-13-FED (22-0338-29858)

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.

1. Audit (2 CFR 200.500)

Requires desk review of the status of implementation of corrective actions. + Corrective Action: Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

2. Agency and Grant-Specific Parameters

No

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:

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance data listed in the approved IDOT BoBS 2832 reporting form into BlackCat on a quarterly basis. Grantee shall file Quarterly BoBS 2832 report data with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first quarterly reporting period after 7/1/2021 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period December 31st (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

Additional Reporting Requirements

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

☒ **Renewal.** This Agreement may not be renewed.

EQUIPMENT AND SUPPLIES

Grantee must obtain disposition instructions from Grantor when equipment or supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment or supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment and supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Grantor requirements stated herein. All obligations regarding use and ownership of equipment or supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

ARTICLE XXVII**COOPERATION IN CONNECTION WITH INSPECTION**

27.1 Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

27.2 Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

27.3 The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

ARTICLE XXVIII ETHICS

28.1 Code of Conduct

(a) Personal Conflict of Interest – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- (i) the employee, officer, board member, or agent;
- (ii) any member of his or her immediate family;
- (iii) his or her partner; or
- (iv) an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

(b) Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

(c) Lobbying - The Grantee agrees that it will not use federal assistance to support federal or state lobbying and will not use federal funds to support activities designed to influence the U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C § 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification in the form of PART TWO ATTACHMENT 1 and will incorporate it in its applicable third-party contracts and require a comparable certification from its contractors or subcontractors.

(d) Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee agrees that it searched the website, www.sam.gov, and found that the Grantee has no active exclusion from receiving federal funds. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third-party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed a Debarment certification as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below. In addition, the Attorney for the Grantee has signed the attached Grantee Opinion of Counsel (attached as PART TWO ATTACHMENT 2).

Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR Part 175.

ARTICLE XXIX GRANTEE'S WARRANTIES

29.1 Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Grantor:

- (a) a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of PART TWO ATTACHMENT 2.
- (b) a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of PART TWO ATTACHMENT 3.

ARTICLE XXX SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE

30.1 The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580/1 et seq., and U.S. DOT Drug- Free Workplace Act of 1988, , 41 U.S.C. §§ 701 et seq., and U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and with FTA regulations,

"Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 U.S.C. § 5331 and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below.

30.2 If applicable, the Grantee also agrees to comply with all aspects of the anti-drug and alcohol program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation 49 CFR Part 655, that implement 49 U.S.C. § 5331, and to require contractors and subcontractors, when applicable, to do the same.

ARTICLE XXXI DISPUTE RESOLUTION

31.1 The Grantee shall immediately notify the Grantor of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Facilities or the Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to obtain permission from the Grantor before naming the Government as a party to litigation for any reason in any forum.

31.2 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

ARTICLE XXXII CONTRACTS OF THE GRANTEE

32.1 The Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval by an authorized representative of the Grantor except where expressly provided otherwise in Grantor guidelines, or where specifically approved in writing by the Grantor. Each contract entered into by the Grantee must be approved by the Grantor prior to the Grantee executing such contract, except as provided in Grantor guidelines.

32.2 The Grantee shall include a requirement in all Grantee contracts with third parties that the contractor complies with the requirements of this Agreement in performing such contract, and that the contract shall be subject to the terms and conditions of this Agreement.

ARTICLE XXXIII THIRD PARTY CONTRACT CHANGES

33.1 After approval thereof by the Grantor, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Grantor guidelines, unless such change or modification is specifically approved in writing by the Grantor.

ARTICLE XXXIV LABOR PROVISIONS

34.1 General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.

34.2 State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.

34.3 Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

34.4 Third Party Contracts - The Grantee agrees to include any applicable requirements of this Labor Provisions section in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.

34.5 Nonconstruction Contracts - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500 let by the Grantee in carrying out the Project:

(a) Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(b) Nonconstruction Subcontracts - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

ARTICLE XXXV
CIVIL RIGHTS

35.1. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Federal nondiscrimination laws including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 et seq.; Federal Transit Law at 49 U.S.C. § 5332, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act, " 49 CFR Part 21; and FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", October 1, 2012.

35.2. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:

(a) General Requirements – The Grantee agrees as follows:

(i) Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including, but not limited to the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.

(ii) EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.

(b) Age - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance, " 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.

(c) Disabilities - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.

(d) Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.

(e) Language Proficiency - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency", 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficiency Persons," 70 Fed. Reg. 74087, December 14, 2005

ARTICLE XXXVI

Illinois Human Rights Act

36.1. The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee's non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "DOHR"), the Grantee may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

(a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the DOHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act. and the DOHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the DOHR and the

contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) That it will submit reports as required by the DOHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by the DOHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the DOHR's Rules and Regulations.

(f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the DOHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the DOHR's Rules and Regulations.

(g) That it will include verbatim or by reference the provisions of this Civil Rights section in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the DOHR in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(h) In addition, Grantee is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101, which prohibits discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with the availability of public accommodations.

ARTICLE XXXVII Sexual Harassment

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

ARTICLE XXXVIII Disadvantaged Business Enterprise ("DBE")

38.1. To the extent required by federal law, regulation, or directive, the Grantor encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

(a) The Grantee agrees to comply with Section 1101 of FAST Act, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.

(b) The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or agreement awarded by Grantee under this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under this Agreement. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts.

The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

(c) The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:

((i) "The (contractor or subcontractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration this (contract or agreement). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreements), that may result in the termination of this (contract or agreement) or such other remedy as the (Grantee) deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)."

(d) "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from (the Grantee). Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee)."

ARTICLE XXXIX

Disabilities

39.1. Americans with Disabilities Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.

39.2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. Section 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq.; and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (c) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38;
- (d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
- (g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;

39.3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3007 of FAST ACT, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.

ARTICLE XL

Confidentiality - Drug or Alcohol Abuse

40.1. To the extent applicable, the Grantee agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, And Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and the Public Health Service Act of 1912, 42 U.S.C. §§ 201 et seq., and any amendments thereto.

ARTICLE XLI

Transportation Infrastructure Finance and Innovation Act

41.1. The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFIA), with regard to any TIFIA funds received by the Grantee.

The Grantee also agrees to include the requirements of this Civil Rights section in each applicable contract, subcontract, or agreement financed in whole or in part with federal assistance.

ARTICLE XLII

INTELLECTUAL PROPERTY

42.1. Patent Rights

(a) In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Grantor and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

(b) The Grantee agrees to include this Intellectual Property section in its third-party contracts for planning, research, studies, development, or demonstration under this Project.

42.2 Rights in Data and Copyrights

(a) The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following restrictions apply to all subject data first produced in the performance of this Agreement:

(i) Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(ii) The Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:

1) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

2) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.

42.3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Grantor's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Grantor determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under Administrative Code Title 92, Chapter I, Subchapter h, Part 651as amended, understands and agrees that, in addition to the rights set forth in subparagraph 42.2(b) of this Patent Rights section, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this

Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph 42.2(a) of this Patent Rights section and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

42.4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights,

copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

42.5. Nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Grantor and FTA under any patent.

42.6. The requirements of subparagraphs 42.2(b), 42.3, and 42.4 of this Patent Rights section do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

42.7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs 42.2(a) through 42.6 of this Patent Rights section in its third-party contracts for planning, research, studies, development, or demonstration under this Project.

42.8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

42.9. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

ARTICLE XLIII SEAT BELT USE

43.1. To the extent required by the Illinois Mandatory Seatbelt Law (625 ILCS 5/12-603.1 et seq.), the Grantee shall establish a safety belt use policy requiring employees to use the appropriate occupant restraint protection devices as provided in the vehicle being driven while on official business. A copy of the safety belt policy shall be provided to the Grantor upon request. In addition, the Grantee shall require each driver or passenger of a motor vehicle, used pursuant to this Grant and operated on a street or highway in Illinois, to wear a properly adjusted and fastened seat safety belt, unless exempted pursuant to such statute.

ARTICLE XLIV ENVIRONMENTAL REQUIREMENTS

44.1. The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53. Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows: ((a) Environmental Protection - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; Section 14 of the Federal Transit Act, as

amended, , 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 et seq.; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

(b) Air Quality – To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(i) The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.

(ii) In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

(iii) The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.

44.2 Use of Public Lands – To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C.

Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

44.3 Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350.

44.4 Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 et seq.

44.5 Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands", 42 U.S.C. §4321 note.

44.6 Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

44.7 Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.

44.8 Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment", 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c involving historic and archaeological preservation.

44.9 Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b),, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.

44.10 Energy Conservation - To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.

44.11 Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 et seq. The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

44.12 Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.

44.13 Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.

44.14 Indian Sacred Site - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.

44.15 Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

ARTICLE XLV
PRIVACY

45.1 Should the Grantee, or any of its third party contractors, or their employees, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. § 552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records, and the Grantee and its third party contractors shall protect said information in accordance with the requirements of these Acts.

ARTICLE XLVI
PROTECTION OF SENSITIVE SECURITY INFORMATION

46.1 To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

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Agreement No. OP-22-13-FED (22-0338-29858)

PART TWO ATTACHMENT 1

CERTIFICATION AND RESTRICTIONS ON LOBBYING
(for federal funding > \$100,000)I, _____ -'hereby certify
(Name and title of official)On behalf of City of Galesburg that:
(Name of Grantee)

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

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Grantee City of Galesburg

Type or print name _____

Signature of authorized representative _____ Date

State Grant Number OP-22-13-FED

Agreement No. OP-22-13-FED (22-0338-29858)

PART TWO ATTACHMENT 2

OPINION OF COUNSEL

I, _____ the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for City of Galesburg ("Grantee"). In this capacity, my opinion has been requested concerning the eligibility of City of Galesburg for grant assistance under the provisions of 49 U.S.C. § 5311 ("Section 5311"). I have also reviewed the Section 5311 Operating Assistance Grant Agreement, Grant No. OP-22-13-FED, ("Agreement") tendered by the State of Illinois ("State") to the Grantee. I hereby advise as follows:

1. The Grantee is an eligible "Subrecipient" as defined in Section 5311.
2. There are no provisions in the Grantee's charter or by-laws or in the laws or rules of the State, the United States of America, or any unit of local of government that preclude or prohibit the Grantee from entering into the Agreement.
3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit the Grantee from contracting with the State for the purpose of receiving a State operating assistance grant.

Based upon the foregoing, I am of the opinion that the Grantee is an eligible Subrecipient under the provisions of Section 5311, and that it is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

Signature: _____

(Attorney's Name) _____

Attorney for: _____ City of Galesburg _____

Date: _____

Agreement No. OP-22-13-FED (22-0338-29858)

PART TWO ATTACHMENT 3

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF FEDERAL 5311 GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF _____ City of Galesburg _____:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2022 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of _____ City of Galesburg _____ (Name of Applicant).

Section 2. That while participating in said operating assistance program the _____ City of Galesburg _____ will provide all required local matching funds.

Section 3. That the _____ (Title of Certifying Officer) is hereby authorized and directed to execute and file on behalf of _____ City of Galesburg _____ such application.

Section 4. That the _____ (Title of Certifying Officer) is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That _____ (Title of Certifying Officer) is hereby authorized and directed to execute and file on behalf of _____ City of Galesburg _____ Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2022.

Section 6. That the _____ is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2022.

PRESENTED and ADOPTED this _____ day of _____, 202__

(Signature of Authorized Official)

(Attest)

(Title)

(Date)

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 XLVII
DEFINITIONS**

47.1 As used in this Agreement:

A. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.

B. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.

C. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.

D. "Government" means both the government of the United States of America and/or the State of Illinois.

E. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.

F. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.

G. "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced assets.

H. "Project Facilities" means any asset, including but not limited to fixed facilities, rolling stock, equipment, real property, and office furniture, purchased with funds paid to the Grantee pursuant to this Agreement.

I. "Section 5311" refers to the "Formula Grants for Rural Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).

J. "U.S. DOT" means the United States Department of Transportation.

**ARTICLE XLVIII
PROJECT SCOPE**

48.1 The Grantee agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the Grantee's final approved application and the service plan on file at the Grantor's offices

and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Grantor representatives. The Grantee's application and service plan are incorporated into this Agreement by reference.

ARTICLE XLIX

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)

49.1 Part One, Section 1.3 identifies the Federal Award Identification Number(s) (FAIN) relevant to this Agreement. In some instances, FTA assigns a temporary FAIN which may be referenced in Section 1.3. In the event that FTA has assigned a temporary FAIN and then assigns a permanent FAIN after this Agreement has been executed, the Grantor will notify the Grantee of the new permanent FAIN.

ARTICLE L

PROJECT BUDGET

ARTICLE LI The Uniform Budget is attached as PART THREE ATTACHMENT 1.

51.1 The Grantor will fund up to 100% of eligible operating deficit incurred by the Grantee (and/or Grantee's contractor) during the Term to reimburse the Grantee for the provision of public transportation and intercity bus service, as approved by the Grantor for the Project, up to the amount as stated in the Uniform Budget. The method for determining the intercity bus portion of the project shall be in accordance with the Grantor's guidelines, as from time to time adopted.

51.2 In no event shall the Grantor's funding participation under this Agreement exceed the total Grantor Grant available for the Project. The maximum amount of the operating assistance for the Project under this Agreement is \$ \$304,335.00.

51.3 The Grantee further understands that the Grantor shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Grantor results in receipt by the Grantee from all sources a total amount in excess of 100% of the Project costs, the Grantor does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Grantor will be made after project close-out and completion of an audit.

51.4 The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the Uniform Budget. Budget line items may be adjusted by the Grantee with prior notification of the Grantor. However, any amendment to the Uniform Budget should be in accordance with the provisions of ARTICLE VI and ARTICLE XXVI, Section 26.5 of this Agreement. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

ARTICLE LII

ACCOMPLISHMENT OF THE PROJECT

52.1 General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and in compliance with all applicable laws and Grantor guidelines, as from time to time adopted.

52.2 Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement,

the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable provisions of the current Master Agreement between the Grantor and FTA.

All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

(a) The Grantee agrees that the most recent of such federal and state requirements, in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Grantor, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee agrees to include in all third-party contracts financed in whole or in part with Government assistance, specific notice that federal and state requirements may change and such changed requirements will apply to the Project and the contract(s). The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars.

52.3 Funds of the Grantee - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.

52.3 Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation) - The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

52.4 No Government Obligations to Third Parties - The Grantor and FTA shall not be subject to any obligations or liabilities by, through or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Grantor or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.

52.5 Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Grantor and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, the Master Agreement between the Grantor and FTA (a copy of which is incorporated herein by reference), and the Agreement for this Project.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor ("PCOM"), who must be either 1) an employee(s) of the Grantee; 2) an employee(s) of a unit of local government with whom the Grantee has entered into an intergovernmental agreement for rural public transportation service; or 3) a shared employee(s) between two grantees who receive 5311 and/or rural DOAP funds directly from the Grantor with contiguous service areas, whereby the employee prepares separate reports and maintains separate records for each grantee, has no real or apparent conflict of interest, and is pre-approved in writing by the Grantor. A mass transit district may appoint its director to be the PCOM. All direct PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The PCOM shall be responsible for the following:

(a) General Program Knowledge - The PCOM shall possess proficiency in areas including, but not limited to:

- (i) Relevant federal and state grant program(s) purpose and funding; and
- (ii) State and federal public transportation capital and operating grant requirements.
- (iii) Basic understanding of governmental finance and accounting.

(b) Public Transportation Service Plan - The PCOM shall develop and update, as needed, a Public Transportation Service Plan ("PTSP") that is approved in writing by the Grantor. In the PTSP, the Grantee shall provide the following:

- (i) A list of all of the public and specialized transportation service providers, Human Services Transportation Plan ("HSTP") Coordinators, and stakeholders within the Grantee's territorial boundaries;
- (ii) The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;
- (iii) For multi-county systems, the methodology by which the Grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county within the Grantee's territorial boundaries is commensurate with the amount of state and federal funding allocated to each county;
- (iv) An explanation of the Grantee's and its operator's, if any, public transportation complaint procedures; and
- (v) Any additional information requested by the Grantor.

(c) Monitoring - The PCOM shall monitor and analyze the following:

- (i) The level and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, within the Grantee's territorial boundaries. The PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;
- (ii) The utilization, condition, and maintenance of Project Facilities;
- (iii) The driver and staff training activities of the Grantee and/or its operator(s), if any;
- (iv) All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries. For the service contracts, the PCOM shall monitor the revenues received and the number of trips provided. The PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the Term of the Agreement;
- (v) Compliance with the requirements of this Agreement;
- (vi) The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and

(vii) Any additional items requested by the Grantor.

(d) Complaint Procedures - The PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if

any. Retention of all ADA-related complaints for at least one year; and Retention of a summary of all ADA-related complaints for at least two years

(e) Program Reviews - The PCOM shall assist in all of the Grantor's program reviews and audits of the Grantee and its operator(s), if any, and attend all meetings between the Grantee and the Grantor.

(f) Training - The PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center's ("RTAC") Primer or HSTP meetings; the RTAC's spring conference; and any training sessions identified by the Grantor.

(g) Public Transportation Account - On forms provided by the Grantor, the PCOM shall monitor the Public Transportation Account ("PTA") by identifying and tracking deposits and withdrawals into and out of the PTA, the interest earned, and the balance of funds in the account.

(h) Reporting - The PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and, if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee and ii) annually, a written report to the Grantor that is submitted with the Grantee's 4th Quarter Actual Requisition. The Grantee shall provide the Grantor copies of the quarterly report at the request of the Grantor. The reports shall contain the following information:

(i) A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;

(ii) A summary and analysis of the activities monitored pursuant to this Accomplishment of the Project section, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;

(iii) A summary and analysis of public transportation complaints and, if applicable, the satisfaction of any entity receiving service from the Grantee or its operator pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;

(iv) For the annual report to the Grantor, an accounting of all PTA transactions during the Term of the Agreement and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and

(v) Any additional information requested by the Grantor.

ARTICLE LIII LABOR LAW COMPLIANCE

53.1. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that

public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3007 of FAST Act, for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended by § 3007 of FAST Act, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.

53.2. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5311 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.

53.3. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Bus Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.

53.4 The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements incorporated herein by reference and on file with the Grantor.

ARTICLE LIV CONTINUANCE OF SERVICE

54.1. The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, intergovernmental agreement, or by contract, as the case may be, the public transportation services described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Grantor. Unless otherwise approved by the Grantor in writing, at least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Grantor, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Grantor, detailing the services that are proposed for reduction or termination. The Grantor shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

ARTICLE LV REAL PROPERTY, EQUIPMENT AND SUPPLIES

55.1. The Grantee acknowledges that the federal government retains an interest in Project Facilities until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Grantor in writing, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to the Grantee under this Agreement.

(a) Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Grantor. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Grantor may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Grantor within 30 calendar days from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

(b) The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Grantor upon request such information as the Grantor may require in order to assure compliance with this Real Property, Equipment and Supplies section, and the Grantee shall immediately notify the Grantor in all cases where Project Facilities are used in a manner substantially different from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Grantor, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of eligible cost under this Agreement. The Grantee shall also submit, from time to time, to the Grantor upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

55.2. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Grantor, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Grantor), including, but not limited to "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of routine maintenance and repairs. For fixed facilities, the Grantee shall establish and follow a written maintenance plan and document any maintenance and repairs performed. The Grantor and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Real Property, Equipment and Supplies section. The Grantor reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

55.3. If, at any time during the useful life of the Project Facilities, any of the Project Facilities are not used for the purposes specified in this Agreement, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify and receive approval from the Grantor prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Grantor procedures and this Agreement.

55.4. Transfer of Project Facilities

(a) Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Grantor (and the Federal Transit Administration, where required), and conforms with the requirements of

49 U.S.C. Section 5334(h)(1) through 5334(h)(3).

(b) Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Grantor. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.

55.6. Withdrawn Property - If any Project Facilities are not used in public transit service for the duration of their useful life as determined by the Grantor, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Grantor thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.

(a) Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Grantor the Government interest in the fair market value, if any, of the Project Facility or any item of the Project Facilities whose unit value exceeds \$5,000, at the option of the Grantor. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

(b) Fair Market Value - The following requirements apply to the calculation of fair market value:

(c) Project Facilities - Unless otherwise approved in writing by the Grantor, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Grantor irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Grantor with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.

(d) Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.

55.7. Disposition of Property - After the end of its useful life, if any Project Facility funded through this Agreement is planned to be disposed of, the Grantee shall notify the Grantor thereof not later than 30 days prior to its planned disposition.

55.8. Misused or Damaged Property - If damage to any Project Facilities results from abuse, neglect, or misuse that

has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.

55.9. Obligations After Project Close-Out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.

55.10. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:

(a) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or

(b) Obligor itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.

55.11. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, (ii) apply such insurance proceeds towards the Project, if agreed to in writing by the Grantor, or (iii) return to the Grantor an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

ARTICLE LVI PROCUREMENT

56.1. Contracts – Unless directed otherwise by the Grantor in writing, the Grantee must provide the Grantor notice of at least ten (10) business days before executing or obligating itself to any contract funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and any contract funded with assistance provided through this Agreement for services below \$100,000. All contracts funded with assistance provided through this Agreement for services for \$100,000 or more must be approved by the Grantor prior to the Grantees bid solicitation, executing, or obligating itself to such contract. Failure to notify the Grantor may result in the expense being deemed an ineligible cost pursuant to this Agreement. Any such contract or subcontract shall contain all of the required contract clauses, if any, provided pursuant to this Agreement, and conform to the most recent requirements of FTA 4220.1E "Third Party Contracting Guidance" and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Grantor approval in writing.

56.2 Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).

56.3. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest responsive responsible bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.

56.4. Award to Responsive and Responsible Contractors - In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third-party contract, the Grantee agrees to consider:

- (a) The third-party contractor's integrity;
- (b) The third-party contractor's compliance with public policy;
- (c) The third-party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
- (d) The third-party contractor's financial and technical resources.

56.5. Force Account - FTA and the Grantor reserve the right to refuse or limit their participation in force account costs.

56.6. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.

56.7. Buy America - Each third-party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below). The Grantee will incorporate the provisions of the Buy America Certification as a part of every relevant third-party contract.

56.8. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.

56.9. Preference for Recycled Products - To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 45 CFR Part 74.16 codified at 42 U.S.C. § 6962.

56.10. Bus Testing - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.

56.11. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Grantor and FTA.

56.12. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Grantor of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Grantor before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Grantor's immunity to suit.

56.13. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

56.14. Steel Products – The Grantee shall comply with the applicable provisions of the Steel Products Procurement Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.

56.15. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives.

56.16. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Grantor's guidelines contained in the Section 5310/5311 State Management Plan and any other policies or procedures which the Grantor may issue from time to time. For the purposes of carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Grantor's Operating Capital guidelines as follows:

(a) Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Grantor concurrence and procurement procedures.

(b) Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must notify the Grantor before purchase; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Grantor specified procurement procedures.

(c) Any equipment or property costing more than \$5,000 is deemed a capital purchase and an ineligible cost pursuant to this Agreement. All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 5% of its Section 5311 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.

56.17. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal year governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement

or completed a force account activity within the fiscal year governed by this Agreement. The Grantee shall maintain ownership of any capital asset purchased even if the user of the asset is an operating entity other than the Grantee. The Grantee must notify the Grantor (and provide supporting documentation satisfactory to the Grantor) at the time obligations are made and prior to payment to a vendor or contractor.

ARTICLE LVII

ACCOUNTING, RECORDS, AND ACCESS

57.1. Public Transportation Account – The Grantee shall establish and maintain a separate account(s), for the Project (hereinafter referred to as a “Public Transportation Account” or a “PTA”) in conformity with requirements established by the Grantor. The account(s) shall be in a federally insured bank or trust company.

57.2. Funds Received or Made Available for the Project – The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the Grantor pursuant to this Agreement, and all other funds provided for or otherwise received by the Grantee or its public transportation operator(s) on account of the Project and Project Facilities (hereinafter collectively referred to as “Project Funds”). Examples of such types of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the Grantor.

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

All Project Funds held by the Grantee shall draw interest and the amount of such interest earned shall be reported to the Grantor in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the Grantor.

Project Funds may only be used for the following expenses:

(a) Eligible costs; and

(b) Operating expenditures directly related to the Project, pursuant to Grantor procedures.

57.3. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Grantor.

57.4. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Public Transit Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.

57.5. Audit and Inspection - Pursuant to "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, the Grantee shall permit, and shall require its contractors to

permit, the Grantor or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board. The Grantor may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles.

The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. The Grantee agrees to comply promptly with recommendations contained in the Grantor's final audit report.

(a) Grantee's Independent Audit - Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Ill. Admin. Code tit. 92, § 651.403. The standards for selection of the auditor and the scope and contents of the audit are contained in Ill. Admin. Code tit. 92, § 651.403; Grantee and its auditor shall become familiar with the pertinent sections of the Illinois Administrative Code and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq.), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Grantor. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Grantor. Grantee's independent audit shall be submitted to the Grantor no later than 180 days following the last day of the Term of the Agreement. This deadline may be changed, at the discretion of the Grantor, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.

57.6. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.

57.7. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Grantor any unexpended balance of the Grant. Prior to close-out, however, the Grantor reserves the right to deobligate unspent funds.

ARTICLE LVIII PROJECT CLOSEOUT

58.1. Upon the Grantor's receipt of the Grantee's independent audit report of the Project, the Grantor shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor- approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor. At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor

notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Grantor.

Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

ARTICLE LIX

SCHOOL BUS AND CHARTER SERVICES OPERATIONS

59.1. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Grantor, the Grantee certifies, by signing this Agreement, that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards. If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served thereby and operates a separate and exclusive school bus program for the school system. The Grantee further agrees and certifies that it shall immediately notify the Grantor in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 2705-305(f) after the date of this certification and this Agreement.

59.2. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification included in the FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section below. If the Grantee or any operator violates the charter or school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

ARTICLE LX

GRANTEE'S PROGRAM SPECIFIC WARRANTIES

60.1. The Grantee certifies that prior to Grantor execution of this Agreement, the Grantee has provided to the Grantor:

(a) An executed copy of the most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor; and

(b) An executed Section 5333b Special Warranty which is incorporated herein by reference and is on file with the

Agreement No. OP-22-13-FED (22-0338-29858)

Grantor.

PART THREE ATTACHMENT 1
UNIFORM BUDGET

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State of Illinois UNIFORM GRANT BUDGET TEMPLATE

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary **STATE OF ILLINOIS FUNDS**

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule- based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.**
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**
- C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).**



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Section A – Budget Summary (continued)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of “Section-A Indirect Cost Information”.*

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois’ Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** *(The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs.*

Section B – Budget Summary

NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of “Non-State Funds” should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1017 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Section C – Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of TransportationOrganization Name: City of GalesburgNotice of Funding Opportunity (NOFO) Number: 22-494-80-0338-01Data Universal Number System (DUNS) Number (enter numbers only): 075614834Catalog of State Financial Assistance (CSFA) Number: 494-80-0338CSFA Short Description: Section 5311Operating**Section A: State of Illinois Funds:**

Fiscal Year: 2022

REVENUES		Total Revenue	
State of Illinois Grant Requested			
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	\$154,380.00
2. Fringe Benefits	200.431	\$	\$71,042.00
3. Travel	200.474	\$	\$762.00
4. Equipment	200.439	\$	\$0.00
5. Supplies	200.94	\$	\$31,849.00
6. Contractual Services and Subawards	200.318 & 200.92	\$	\$16,866.00
7. Consultant (Professional Service)	200.459	\$	\$0.00
8. Construction		\$	\$0.00
9. Occupancy (Rent and Utilities)	200.465	\$	\$4,812.00
10. Research and Development (R&D)	200.87	\$	\$0.00
11. Telecommunications		\$	\$0.00
12. Training and Education	200.472	\$	\$0.00
13. Direct Administrative Costs	200.413 (c)	\$	\$0.00
14. Miscellaneous Costs		\$	\$508.00
15. A. Grant Exclusive Line Item(s)		\$	\$24,116.00
15. B. Grant Exclusive Line Item(s)		\$	\$0.00
15. C. Grant Exclusive Line Item(s)			\$0.00
16. Total Direct Costs (add lines 1-15)	200.413	\$	\$304,335.00
17. Total Indirect Costs	200.414	\$	\$0.00
Rate %:		\$	
Base:			

Instructions
found at end
of document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

18. Total Costs State Grant Funds (Lines 16 and 17) <u>MUST EQUAL REVENUE TOTALS ABOVE</u>		\$304,335.00
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State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of GalesburgNOFO Number: 22-494-80-0338-01**SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- ☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

- ☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

- ☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

- ☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

- ☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- ☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

- ☐ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: __ To: __ Approving Federal or State Agency: _____

Indirect Cost Rate: __% The Distribution Base Is: _____



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Galesburg

NOFO Number: 22-494-80-0338-01

Section B: Non-State of Illinois Funds

Fiscal Year: 2022

<u>REVENUES</u>			<u>Total Revenue</u>
Grantee Match Requirement %:			
b) Cash		\$	
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	\$0.00

<u>Budget Expenditure Categories</u>	<u>OMB Uniform Guidance</u> Federal Awards Reference 2 CFR 200		<u>Total Expenditures</u>
1. Personnel (Salaries and Wages)	200.430	\$	\$1,061,920.00
2. Fringe Benefits	200.431	\$	\$488,668.00
3. Travel	200.474	\$	\$5,238.00
4. Equipment	200.439	\$	\$0.00
5. Supplies	200.94	\$	\$219,071.00
6. Contractual Services and Subawards	200.318 & 200.92	\$	\$116,034.00
7. Consultant (Professional Services)	200.459	\$	\$0.00
8. Construction		\$	\$0.00
9. Occupancy (Rent and Utilities)	200.465	\$	\$33,098.00
10. Research and Development (R&D)	200.87	\$	\$0.00
11. Telecommunications		\$	\$0.00
12. Training and Education	200.472	\$	\$0.00
13. Direct Administrative Costs	200.413 (c)	\$	\$0.00
14. Miscellaneous Costs		\$	\$3,492.00
15. A. Grant Exclusive Line Item(s)		\$	\$165,884.00
15. B. Grant Exclusive Line Item(s)		\$	\$0.00
15. C. Grant Exclusive Line Item(s)			\$0.00
16. Total Direct Costs (add lines 1-15)	200.413	\$	\$2,093,405.00
17. Total indirect Costs	200.414	\$	\$0.00
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17)		\$	\$2,093,405.00
<u>MUST EQUAL REVENUE TOTALS ABOVE</u>			



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Galesburg Notice of Funding Opportunity (NOFO) Number: 22-494-80-0338-01

Data Universal Number System (DUNS) Number (enter numbers only): 075614834

Catalog of State Financial Assistance (CSFA) Number: 494-80-0338 CSFA Short Description: Section 5311 Operating

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:

Title (Chief Financial Officer or equivalent):

Printed Name (Chief Financial Officer or equivalent):

Signature (Chief Financial Officer or equivalent):

Date of Execution (Chief Financial Officer):

Institution/Organization Name:

Title (Executive Director or equivalent):

Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:			
Sub-recipient DUNS: 075614834		Sub-recipient Parent Company DUNS:	
Sub-recipient Name: City of Galesburg			
Sub-recipient DBA Name: City of Galesburg			
Sub-recipient Street Address: 1025 Monmouth BLVD			
City: Galesburg	State: Illinois	Zip-Code: 61401	Congressional District: 17
Sub-recipient Principal Place of Performance:			
City: Galesburg	State: Illinois	Zip-Code: 61401	Congressional District: 17
Contract Number (if known):	Award Amount:	Project Period: From:	Project Period: To:
State of Illinois Awarding Agency and Project Detail Description:			
Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.			
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?			
Yes <input type="checkbox"/> If Yes, must answer Q2 below. No <input type="checkbox"/> If No, you are not required to provide data.			
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?			
Yes <input type="checkbox"/> No <input type="checkbox"/> If No, you must provide the data. Please fill out the rest of this form.			
Please provide names and total compensation of the top five officials:			
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost
Pamelyn Usher-Miller	Transit Manager	\$11,427.13	Yr	100.00	1.00	\$11,427.00
Dedra Mannon	Transit Operations Supervisor	\$10,795.04	Yr	100.00	1.00	\$10,795.00
Mary Foutch	Transit Assistant	\$8,306.02	Hr	100.00	1.00	\$8,306.00
Lisa Wilson	Transit Clerk	\$6,351.37	Hr	100.00	1.00	\$6,351.00
Ron Larson	Transit Shop Foreman	\$7,130.69	Hr	100.00	1.00	\$7,131.00
Brad Connour	Transit Technician	\$6,791.80	Hr	100.00	1.00	\$6,792.00
Juan Ceja	Transit Technician	\$6,791.80	Hr	100.00	1.00	\$6,792.00
Casey Weedman	Custodian II	\$6,548.10	Hr	100.00	1.00	\$6,548.00
FT Fixed Route Drivers (6)	FT Fixed Route Drivers (6)	\$29,911.33	Hr	100.00	1.00	\$29,911.00
FT Paratransit Drivers (5)	FT Paratransit Drivers (5)	\$22,742.56	Hr	100.00	1.00	\$22,743.00
Transit Dispatcher (3)	Transit Dispatcher (3)	\$8,670.30	Hr	100.00	1.00	\$8,670.00
PT Fixed Route Drivers (5)	PT Fixed Route Drivers (5)	\$10,925.77	Hr	100.00	1.00	\$10,926.00
PT Paratransit Driver (10)	PT Paratransit Driver (10)	\$16,190.65	Hr	100.00	1.00	\$16,191.00
Dennis Sibley	Transit Building	\$1,797.27	Hr	100.00%	1.00	\$1,797.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

	Services Work					
State Total						\$154,380.00
Pamelyn Usher-Miller	Transit Manager	\$78,602.87	Yr	100.00	1.00	\$78,603.00
Dedra Mannon	Transit Operations Supervisor	\$74,254.96	Yr	100.00	1.00	\$74,255.00
Mary Foutch	Transit Assistant	\$57,133.98	Hr	100.00	1.00	\$57,134.00
Lisa Wilson	Transit Clerk	\$43,688.63	Hr	100.00	1.00	\$43,689.00
Ron Larson	Transit Shop Foreman	\$49,049.31	Hr	100.00	1.00	\$49,049.00
Brad Connour	Transit Technician	\$46,718.20	Hr	100.00	1.00	\$46,718.00
Juan Ceja	Transit Technician	\$46,718.20	Hr	100.00	1.00	\$46,718.00
Casey Weedman	Custodian II	\$45,041.90	Hr	100.00	1.00	\$45,042.00
FT Fixed Route Drivers (6)	FT Fixed Route Drivers (6)	\$205,748.67	Hr	100.00	1.00	\$205,749.00
FT Paratransit Drivers (5)	FT Paratransit Drivers (5)	\$156,437.44	Hr	100.00	1.00	\$156,437.00
Transit Dispatcher (3)	Transit Dispatcher (3)	\$59,639.70	Hr	100.00	1.00	\$59,640.00
PT Fixed Route Drivers (5)	PT Fixed Route Drivers (5)	\$75,154.23	Hr	100.00	1.00	\$75,154.00
PT Paratransit Driver (10)	PT Paratransit Driver (10)	\$111,369.35	Hr	100.00	1.00	\$111,369.00
Dennis Sibley	Transit Building Services Work	\$12,362.73	Hr	100.00%	1.00	\$12,363.00
NON-State Total						\$1,061,920.00
Total Personnel						\$1,216,300.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Personnel Narrative (State):

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost
Pamelyn Usher-Miller	Transit Manager	11427.00	46.01	\$5,258.00
Dedra Mannon	Transit Operations Supervisor	10795.00	46.02	\$4,968.00
Mary Foutch	Transit Assistant	8306.00	46.01	\$3,822.00
Lisa Wilson	Transit Clerk	6351.00	46.02	\$2,923.00
Ron Larson	Transit Shop Foreman	7131.00	46.01	\$3,281.00
Brad Connour	Transit Technician	6792.00	46.01	\$3,281.00
Juan Ceja	Transit Technician	6792.00	46.01	\$3,125.00
FT Fixed Route Drivers (6)	FT Fixed Route Drivers (6)	29911.00	46.02	\$3,125.00
FT Paratransit Driver (5)	FT Paratransit Driver (5)	29911.00	34.99	\$13,764.00
Transit Dispatcher (3)	Transit Dispatcher (3)	8670.00	46.02	\$10,466.00
Casey Weedman	Custodian II	6548.00	46.01	\$3,990.00
PT Fixed Route Driver (5)	PT Fixed Route Driver (5)	10926.00	46.02	\$3,013.00
PT Paratransit Driver (10)	PT Paratransit Driver (10)	16191.00	46.02	\$5,028.00
Dennis Sibley	Transit Building Services Work	1797.00	46.08%	\$7,451.00
				\$828.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

				State Total	\$71,042.00
Pamelyn Usher-Miller	Transit Manager	78603.00	46.02		\$36,171.00
Dedra Mannon	Transit Operations Supervisor	74255.00	46.02		\$34,170.00
Mary Foutch	Transit Assistant	57134.00	46.02		\$26,292.00
Lisa Wilson	Transit Clerk	43689.00	46.02		\$20,104.00
Ron Larson	Transit Shop Foreman	49049.00	46.02		\$22,571.00
Brad Connour	Transit Technician	46718.00	46.02		\$21,499.00
Juan Ceja	Transit Technician	46718.00	46.02		\$21,499.00
FT Fixed Route Drivers (6)	FT Fixed Route Drivers (6)	205749.00	46.02		\$94,680.00
FT Paratransit Driver (5)	FT Paratransit Driver (5)	205749.00	34.99		\$71,988.00
Transit Dispatcher (3)	Transit Dispatcher (3)	59640.00	46.02		\$27,445.00
Casey Weedman	Custodian II	45042.00	46.02		\$20,727.00
PT Fixed Route Driver (5)	PT Fixed Route Driver (5)	75154.00	46.02		\$34,584.00
PT Paratransit Driver (10)	PT Paratransit Driver (10)	111369.00	46.02		\$51,249.00
Dennis Sibley	Transit Building Services Work	12363.00	46.02%		\$5,689.00
				Non-State Total	\$488,668.00
				Total Fringe Benefits	\$559,710.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost
Conferences & Meetings	Statewide	\$30.48	Yr	1	25	\$762.00
State Total						\$762.00
Conferences & Meetings	Statewide	\$209.52	Yr	1	25	\$5,238.00
NON-State Total						\$5,238.00
Total Travel						\$6,000.00
Travel Narrative (State):						
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding)						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost
NA	NA	NA	NA
State Total			\$0.00
NA	NA	NA	NA
Non-State Total			\$0.00
Total Equipment			\$0.00
Equipment Narrative (State):			
Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")			



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UNIFORM GRANT BUDGET TEMPLATE

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost
Fuel & Lubricants	3500	\$5.23	\$18,303.00
Other Materials & Supplies	45	\$301.02	\$13,546.00
State Total			\$31,849.00
Fuel & Lubricants	3500	\$35.97	\$125,897.00
Other Materials & Supplies	45	\$2,070.53	\$93,174.00
Non-State Total			\$219,071.00
Total Supplies			\$250,920.00
Supplies Narrative (State):			
Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")			



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost
Professional & Technical Servi	\$4,074.00
Contract & Maintenance Service	\$10,763.00
Advertising/Promotion & Media	\$2,029.00
State Total	\$16,866.00
Professional & Technical Servi	\$28,026.00
Contract & Maintenance Service	\$74,037.00
Advertising/Promotion & Media	\$13,971.00
Non-State Total	\$116,034.00
Total Contractual Services	\$132,900.00



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UNIFORM GRANT BUDGET TEMPLATE

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



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UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant-- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Consultant Services (Fees)					\$0.00

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost
NA	NA	NA	NA	NA	NA	NA
State Total						\$0.00
NA	NA	NA	NA	NA	NA	NA
NON-State Total						\$0.00
Total Consultant Expenses						\$0.00

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



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UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost
NA	NA	NA
State Total		\$0.00
NA	NA	NA
Non-State Total		\$0.00
Total Construction		\$0.00
Construction Narrative (State):		
Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")		



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost
Utilities - Other	1	Yr	\$357.42	12.00	\$4,289.00
Telephone & Services	1	Yr	\$43.58	12.00	\$523.00
State Total					\$4,812.00
Utilities - Other	1	Yr	\$2,458.42	12.00	\$29,501.00
Telephone & Services	1	Yr	\$299.75	12.00	\$3,597.00
NON-State Total					\$33,098.00
Total Occupancy - Rent and Utilities					\$37,910.00
Occupancy - Rent and Utilities Narrative (State):					
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")					



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10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Construction Cost
NA	NA	NA
State Total		\$0.00
NA	NA	NA
Non-State Total		\$0.00
Total Construction		\$0.00
Construction Narrative (State):		
Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")		



State of Illinois
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11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Telecommunications					\$0.00
Telecommunications Narrative (State):					
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")					



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UNIFORM GRANT BUDGET TEMPLATE

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Training and Education					\$0.00
Training and Education Narrative (State):					
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")					



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost
NA	NA	NA	NA	NA %	NA	NA
State Total						\$0.00
NA	NA	NA	NA	NA %	NA	NA
NON-State Total						\$0.00
Total Direct Administrative Costs						\$0.00
Direct Administrative Costs Narrative (State):						
Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost
Dues & Subscriptions	3	Yr	\$14.11	12.00	\$508.00
State Total					\$508.00
Dues & Subscriptions	3	Yr	\$97.00	12.00	\$3,492.00
NON-State Total					\$3,492.00
Total Other or Miscellaneous Costs					\$4,000.00
Other or Miscellaneous Costs Narrative (State):					
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")					



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). A. GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: Casualty and Liability Costs

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost
Liability & Property Insurance	2	Yr	\$1,004.83	12.00	\$24,116.00
State Total					\$24,116.00
Liability & Property Insurance	2	Yr	\$6,911.83	12.00	\$165,884.00
NON-State Total					\$165,884.00
Total Grant Exclusive Line Item					\$190,000.00
Grant Exclusive Line Item Narrative (State):					
Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")					



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). B. GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: Taxes and Fees

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Grant Exclusive Line Item					\$0.00
Grant Exclusive Line Item Narrative (State):					
Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")					



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15) C. GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: Debt Service (Urban DOAP Only) ~

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Grant Exclusive Line Item					\$0.00
Grant Exclusive Line Item Narrative (State):					
Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")					



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost
NA	NA	NA%	NA
State Total			\$0
NA	NA	NA%	NA
Non-State Total			\$0
Total Indirect Costs			\$0
Indirect Costs Narrative (State):			
Indirect Costs Narrative (Non-State):			



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel	\$154,380.00	\$1,061,920.00	\$1,216,300.00
2. Fringe Benefits	\$71,042.00	\$488,668.00	\$559,710.00
3. Travel	\$762.00	\$5,238.00	\$6,000.00
4. Equipment	\$0.00	\$0.00	\$0.00
5. Supplies	\$31,849.00	\$219,071.00	\$250,920.00
6. Contractual Services	\$16,866.00	\$116,034.00	\$132,900.00
7. Consultant (Professional Services)	\$0	\$0	\$0
8. Construction	\$0.00	\$0.00	\$0.00
9. Occupancy (Rent and Utilities)	\$4,812.00	\$33,098.00	\$37,910.00
10. Research and Development (R & D)	\$0.00	\$0.00	\$0.00
11. Telecommunications	\$0.00	\$0.00	\$0.00
12. Training and Education	\$0.00	\$0.00	\$0.00
13. Direct Administrative Costs	\$0.00	\$0.00	\$0.00
14. Other or Miscellaneous Costs	\$508.00	\$3,492.00	\$4,000.00
15. GRANT EXCLUSIVE LINE ITEM(S)	\$24,116.00	\$165,884.00	\$190,000.00
16. Indirect Costs	\$0	\$0	\$0
State Request	\$304,335		
Non-State Amount	\$2,093,405		
TOTAL PROJECT COSTS			\$2,397,740



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: City of Galesburg

Data Universal Number System (DUNS) Number (enter numbers only): 075614834 Notice of Funding Opportunity (NOFO) Number: 22-494-80-0338-01

Catalog of state Financial Assistance (CSFA) Number: 494-80-0338 CSFA Short Description: Section 5311 Operating

Fiscal Year(s): 2022

Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: \$2,397,740.00

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved: _____

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 6, 2021**

AGENDA ITEM: Resolution authorizing the Mayor to sign the FY 2022 Grant Agreement for the Downstate Operating Assistance Program Grant Agreement for the City's transit program.

SUMMARY RECOMMENDATION: The City Manager, Director of Community Development and the Transit Manager recommend that the resolution be approved.

BACKGROUND: Each year the City submits a grant application to the Illinois Department of Transportation (IDOT) for funding under the Section 5311 Transit Operating Assistance Program and Downstate Operating Assistance Program (DOAP). These Federal and State funds, respectively, are provided by the Illinois Department of Transportation, Office of Intermodal Project Implementation to assist in funding the operating expenses of the Galesburg public transit and paratransit programs.

The transit grant application submitted to IDOT this spring was approved. This State program funds up to 65 percent of the total operating expenses. Attached is a copy of the State grant agreement and resolution for the City Council's consideration. The resolution authorizes the City to enter into the agreement and the Mayor to sign it.

BUDGET IMPACT: If the resolutions are not approved, the grant agreements cannot be executed and there would be a shortfall of up to \$1,558,531 in State Funds to cover transit expenses based upon anticipated expenditures and revenues.

SUPPORTING DOCUMENTS:

1. Resolution
2. Grant Agreement

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE
OPERATING ASSISTANCE GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
GALESBURG, KNOX COUNTY, ILLINOIS:

Section 1. That the City of Galesburg enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2022 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the Mayor of the City of Galesburg, is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the City of Galesburg for such assistance for fiscal year 2022.

Section 3. That the Director of Community Development or the Transit Manager of the City of Galesburg are hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2022.

Section 4. That while participating in said operating assistance program the City of Galesburg shall provide all required local matching funds.

Approved this ____ day of _____, 20__, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk



Participant Name			Agreement Number	
City of Galesburg			OP-22-13-IL	
Address		City	State	Zip Code
55 W Tompkins St		Galesburg	IL	61401
Remittance Address (if different from above)		City	State	Zip Code
1025 Monmouth Blvd		Galesburg	IL	61401
Phone	Fax	FEIN/TIN	DUNS	
(309) 345-3628		376001160	075614834	

Brief Description of Service (full description specified in Part 4)

Downstate Operating Assistance Program-Delivery of Public Transportation Services in Illinois.

Total Compensation Amount	Advance Pay	Agreement Term	
\$1,558,531.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Start Date	Expiration Date
		07/01/21	06/30/22

REQUIRED SIGNATURES

By signing below, the PARTICIPANT and the DEPARTMENT agree to comply with and abide by all provisions set forth in this Agreement and any Appendices thereto.

FOR THE **PARTICIPANT**:

Signature	Date

Name	Title
Peter Schwartzmen	Mayor

☐ Check if under \$250,000. If under \$250,000, the Secretary's signature may be delegated.

FOR THE **DEPARTMENT**:

Designee Signature	Date

Omer Osman, Secretary of Transportation	Date

Delegate Name

Printed Name
Matt Magalis

Printed Title
Acting Director of OIPI

Designee Signature	Date

Joanne Woodworth, Acting Chief Fiscal Officer	Date

Yangsung Kim, Chief Counsel	Date

INTERGOVERNMENTAL AGREEMENT FOR

This Agreement is by and between

Please type or print legibly the PARTICIPANT'S legal name and address

City of Galesburg
1025 Monmouth Blvd
Galesburg, IL 61401

Attention

Peter Schwartzmen

E-mail

pschwart@ci.galesburg.il.us

Taxpayer Identification Number

376001160

referred to as PARTICIPANT, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services
Appendix 1	Opinion of Counsel
Appendix 2	Board Resolution
Appendix 3	Budget

Part 1**SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities** - The DEPARTMENT and the PARTICIPANT agree as specified in Part 4.
- B. **Compensation** - Compensation (if any) shall be as specified in Part 4
- C. **Term of Agreement** - This Agreement will start 07/01/21 and will expire on 06/30/22 .
Date Date
- D. **Amendments** - All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the PARTICIPANT and be incorporated by written amendment, signed by the parties.
- E. **Renewal** - This Agreement may not be renewed.

Part 2

GENERAL PROVISIONS

- A. Changes** If any circumstances or condition in this Agreement changes, the PARTICIPANT must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Laws** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty of further payment being required, if the Illinois General Assembly or any other funding source fails to make an appropriation sufficient to pay such obligation, or if (1) funds needed are insufficient for any reason; (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. PARTICIPANT will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Record Retention** All costs charged to the Project, as defined in Part 4, shall be supported by properly executed and clearly identified payroll records, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The PARTICIPANT shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the DEPARTMENT (hereinafter "Auditing Parties"). The PARTICIPANT agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, PARTICIPANT shall retain the records for three years after completion of the action and resolution of all issues arising from it.

- E. Inspection and Audit** PARTICIPANT shall permit, and shall require its contractors and auditors to permit, the DEPARTMENT, and any authorized agent of the DEPARTMENT, to inspect all work, materials, payroll, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the PARTICIPANT with regard to the Project. The DEPARTMENT may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. PARTICIPANT agrees to implement any audit findings contained in the DEPARTMENT's final audit, the PARTICIPANT's independent audit, or as a result of any duly authorized inspection or review.

PARTICIPANT agrees to permit the DEPARTMENT to conduct scheduled or unscheduled inspections of PARTICIPANT's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the PARTICIPANT or any Service Board.

PARTICIPANT agrees to notify the DEPARTMENT of any pending federal triennial review as soon as it is scheduled and to permit the DEPARTMENT to attend same.

- F. Cost Category Transfer Request** DEPARTMENT approval is required for all transfers between or among appropriated and allocated cost categories. To secure approval, the PARTICIPANT must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Procurement Procedures** The PARTICIPANT must comply with the Illinois Procurement Code when purchasing products or services with State of Illinois funds "State Funds" 30 ILCS 500. In the absence of formal procedures of the PARTICIPANT, the procedures of the DEPARTMENT will be used. The PARTICIPANT may only procure products or services from one source with any State of Illinois funds ("State Funds") if" (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The PARTICIPANT shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

- H. Employment of Department Personnel** The PARTICIPANT will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

- I. Severability** The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of the applicable law.
- J. Assignment** PARTICIPANT agrees that this Agreement shall not be assigned or transferred without the written consent of the DEPARTMENT and that any successor to PARTICIPANT's right under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.
- K. Documents Forming This Agreement** This Agreement and the PARTICIPANT's Application for the fiscal year as approved by and on file at the DEPARTMENT constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.
- L. Non-Waiver** PARTICIPANT agrees that in no event shall any action, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default on the part of the PARTICIPANT that may then exist; and any action, including the making of such payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- M. Dispute Resolution** In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the DEPARTMENT and the PARTICIPANT. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through the DEPARTMENT's administrative chain of command for a decision by the DEPARTMENT and ultimately, if necessary, to the Secretary of the DEPARTMENT. The DEPARTMENT shall decide all claims, questions, and disputes that are referred to it regarding the interpretation, prosecution, and fulfillment of this Agreement. The DEPARTMENT's decision upon all claims, questions, and disputes shall be final and conclusive.

Part 3 SPECIFIC PROVISIONS

- A. Invoices** The PARTICIPANT will submit invoices for costs that have been incurred and are within the scope of the service. If the DEPARTMENT or Auditing Parties deem the PARTICIPANT's invoices insufficient to document work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients, and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 4 are not satisfactorily completed, PARTICIPANT will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable. Any invoices/bills issued by the PARTICIPANT to the DEPARTMENT pursuant to this Agreement shall be signed by an authorized representative of the PARTICIPANT and shall be submitted through the DEPARTMENT's grants management system as a pay request, or through summary reports of budget actuals.
- B. Billing and Payment** All invoices for services performed and costs incurred by the PARTICIPANT prior to July 1st of each State fiscal year must be presented to the DEPARTMENT no later than **August 1st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the PARTICIPANT on invoices presented after said date. Failure by the PARTICIPANT to present such invoices prior to said date may require the PARTICIPANT to see payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the PARTICIPANT's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the PARTICIPANT's performance or believes that there has been a substantial decrease in the PARTICIPANT's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the PARTICIPANT within seven (7) calendar days. If such action is not taken with the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the PARTICIPANT. In either instance, the PARTICIPANT shall be paid for the value of all authorized and acceptable work performed prior to the date of termination., including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed with thirty (30) days of receipt of notice of termination, based upon the payment procedures set forth in Part 4 of this Agreement.
- D. Location of Service** The Service to be performed by the PARTICIPANT shall be performed as described in the PARTICIPANT's Application.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the PARTICIPANT in carrying out the PARTICIPANT's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to the PARTICIPANT. All documents, data, and records in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data , and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed, and delivered to the DEPARTMENT by the PARTICIPANT.
- F. Software** All software and related computer programs produced and developed by the PARTICIPANT (or authorized contractor or subcontractor thereof) in carrying out the PARTICIPANT's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the PARTICIPANT. The DEPARTMENT shall be free to sell, give, offer, or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.
- The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving, or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the PARTICIPANT.
- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the PARTICIPANT pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the PARTICIPANT from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Reporting/Consultation** The PARTICIPANT shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- I. Indemnification** Unless prohibited by State law, the PARTICIPANT agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on all alleged injury or damage of any type arising from the actions or inactions of the PARTICIPANT and/or the PARTICIPANT's employees, officials, agents, contractors and

subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

PARTICIPANT shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that an action of PARTICIPANT infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

J. Equal Employment Practice

1. The PARTICIPANT must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The PARTICIPANT must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the PARTICIPANT, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the PARTICIPANT, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the PARTICIPANT agrees as follows:

- a. That it; will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
 - b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women in the area(s) from which it may reasonable recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
 - d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the PARTICIPANT's, its contractor's and/or consultant's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to comply with the PARTICIPANT, its contractor's and/or consultant's in its efforts to comply with such Act and Rules and Regulations, the PARTICIPANT, its contractor's and/or consultant's will promptly notify IDHR and the DEPARTMENT and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
 - e. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the DEPARTMENT, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;
 - f. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the DEPARTMENT and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
 - g. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the PARTICIPANT, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify IDHR and the DEPARTMENT in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the PARTICIPANT will not use any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;
2. The PARTICIPANT must have written sexual harassment policies that include, at a minim, 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 PARTICIPANT's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request.

- K. Discrimination** The PARTICIPANT understands it is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.
- L. Tax Identification Number** PARTICIPANT certifies that:
1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and
 2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the PARTICIPANT that it is no longer subject to backup withholding, and
 3. It is a U.S. entity, specifically a governmental entity within the State of Illinois, as described above.
- M. International Boycott** The PARTICIPANT certifies that neither the PARTICIPANT nor any substantially owned affiliate is participating or shall participate in an internally boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- N. Forced Labor** The PARTICIPANT certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- O. Ethics**
1. Code of Conduct:
 - a. Personal Conflict of Interest - The PARTICIPANT shall maintain a written code or standard of conduct that shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the PARTICIPANT may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has financial or other interest in the firm selected for award:
 - i. the employee, officer, board member, or agent;
 - ii. any member of his or her immediate family;
 - iii. his or her partner; or
 - iv. an organization that employs, or is about to employ, any of the above.

The code shall also provide that PARTICIPANT's employees, officers, boards members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The DEPARTMENT may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the PARTICIPANT or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the PARTICIPANT from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
 - b. Organizational Conflict of Interest - The PARTICIPANT will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in a unfair competitive advantage to the third party contractor or PARTICIPANT or impair the objectivity in performing the contract work.
 2. Bonus or Commission - The PARTICIPANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or that contributes to the State Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
 3. Bribery - Non-governmental recipients and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the PARTICIPANT made an admission of guilt of such conduct that is a matter of record, nor has an official, agent or employee of the PARTICIPANT or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the PARTICIPANT. Such PARTICIPANT or third-party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- P. DRUG FREE WORKPLACE** PARTICIPANT agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) which mandates no participant or contract shall receive a grant or be considered for the purposes of being

awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "participant" or "contractor" means a corporation, partnership, or other entity with twenty-five or more employees at the time of issuing the Agreement, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

PARTICIPANT certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacturer, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the PARTICIPANT's workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.
 - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the PARTICIPANT's policy of maintaining a drug free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon an employee for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the Program and to post the statement in a prominent place in the workplace.
4. Notifying the DEPARTMENT within ten (10) days after receiving notice under part (Q) of paragraph (1) of subsection (ii) above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Q. Equipment The DEPARTMENT and the PARTICIPANT agree to the following:

1. The PARTICIPANT acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT.
2. The PARTICIPANT must use the equipment for the authorized purpose under Part 4 (Scope of Service/Responsibilities) during the period of performance or the equipment's entire useful life;
3. The PARTICIPANT must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval.
4. In cases where the PARTICIPANT fails to dispose of any equipment properly, as determined by the DEPARTMENT, the PARTICIPANT may be required to reimburse the DEPARTMENT for the cost of the equipment; and
5. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in PARTICIPANT's performance under this Agreement.

R. PARTICIPANT'S Warranties PARTICIPANT warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. PARTICIPANT agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. PARTICIPANT warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation that prohibits, voids, or otherwise renders unenforceable against PARTICIPANT any provision or clause of this Agreement. PARTICIPANT warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those that may be contested in good faith. PARTICIPANT agrees that upon execution of this

Agreement, PARTICIPANT will deliver to the DEPARTMENT:

1. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the PARTICIPANT in the matter of this Agreement, stating:
 - a. the PARTICIPANT is lawfully organized;
 - b. the PARTICIPANT is an eligible "participant" as defined in the Downstate Public Transportation Act (30 ILCS 740) (the "Act");
 - c. the PARTICIPANT is legally authorized to enter into this Agreement; and
 - d. this Agreement will be legally binding on the PARTICIPANT.
2. a certified copy of a resolution or ordinance adopted by the PARTICIPANT's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.

S. Independence of PARTICIPANT In no event shall PARTICIPANT or any of its contractors be considered agents or employees of the DEPARTMENT or the State. The PARTICIPANT agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the DEPARTMENT or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

Part 4

SCOPE OF SERVICE/RESPONSIBILITIES

A. Project Scope PARTICIPANT agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE" or "Project") approved by the DEPARTMENT, and in accordance with the Act, the rules governing the Downstate Operating Assistance Program (92 IL Admin. Code 653) (the "Rules"), and all other applicable laws and regulations. PARTICIPANT shall not reduce, terminate, or substantially change public transportation services or increase fares without prior written notification to the DEPARTMENT.

B. Project Budget Under the Act, the DEPARTMENT enters into this Agreement to implement PARTICIPANT's approved program of expenditures and services, within the following condition:

The PARTICIPANT shall be paid under this Agreement sixty-five percent (65%) of PARTICIPANT's eligible operating expenses incurred during fiscal year 2022, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2022, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the PARTICIPANT from any other state or local agency for fiscal year 2022 does not exceed PARTICIPANT's actual operating deficit for that year.

The DEPARTMENT has approved and agrees to enter into this Agreement in the estimated amount of \$1,558,531.00 subject to the limitations set forth above, the Act and the Rules.

In the event that a PARTICIPANT receives an amount in excess of the amount provided to be paid to the PARTICIPANT above, or the combined state and local operating assistance funds for fiscal year 2022 exceed PARTICIPANT's actual operating deficit for that year, PARTICIPANT agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

PARTICIPANT agrees to commit the necessary local funding to cover costs incurred in providing public transportation that are not reimbursed under this Agreement or by other federal, state or local assistance programs.

C. Payment Procedures The DEPARTMENT shall process up to a total of 24 payments, comprising of a combination of advance, reimbursement or reconciling payments, to PARTICIPANT upon the timely receipt of quarterly expense and revenue submitted on the DEPARTMENT's prescribed forms. Payments will be processed upon the DEPARTMENT determining if and to what extent the request is for eligible operating expenses incurred in conformity with PARTICIPANT's approved application and the Act.

PARTICIPANTS shall have the flexibility to request:

1. Monthly advances based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filled with the DEPARTMENT; or
2. A reimbursement for actual monthly expense and revenue incurred; or
3. A combination of both.

Advance payments may not be processed by the DEPARTMENT, or dated by the PARTICIPANT, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and this Agreement is fully executed by both the DEPARTMENT and the PARTICIPANT and successfully filed with the Office of the Comptroller. PARTICIPANT shall file actual expense and revenue incurred in the 1st, 2nd, 3rd, and 4th quarters no later than November 1, February 1, May 1, and August 1, respectively.

The PARTICIPANT shall adjust payment requests to reflect all previous monthly actual expense and revenue not reflected in previous payment requests.

PARTICIPANT agrees that payment shall not constitute a final determination by the DEPARTMENT of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The DEPARTMENT reserves the right to offset any payment to satisfy any monetary claims that the DEPARTMENT may have outstanding against PARTICIPANT.

D. Eligible Operating Expenses Eligible operating expenses include, but are not limited to the following:

1. employee wages and benefits;
2. materials fuels and supplies;

3. rental of facilities;
4. taxes other than income taxes;
5. payment for debt service (including principal and interest) on equipment or facilities owned by PARTICIPANT's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the PARTICIPANT complies with the DEPARTMENT's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
6. non-rolling stock-equipment purchases that are less than \$10,000;
7. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the DEPARTMENT under its capital grant program) associated with capital projects that are not reimbursed elsewhere;
8. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
9. reasonable expenses and compensation for PARTICIPANT's board members or trustees as provided under the Local Mass Transit District Act (70 ILCS 3610/4);
10. established reserves for self-insurance programs;
11. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
12. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
13. any other expenditure that an independent auditor retained by the PARTICIPANT's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

E. Ineligible operating expenses Ineligible operating expenses include, but are not limited to, the following:

1. depreciation, whether funded or unfunded;
2. amortization of any intangible assets;
3. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
4. profit or return on investments;
5. excessive payments to associated entities;
6. expenses associated with the Workplace Investment Act (29 USC Chapter 30), or its successor;
7. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53);
8. travel and entertainment expenses incurred in attending non-public transportation-related activities;
9. charter, school bus and sightseeing expenses as defined by the FTA;
10. fines and penalties;
11. charitable donations;
12. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
13. income taxes;
14. that portion of any eligible operating expense for which the PARTICIPANT has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
15. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
16. expenses for freight haulage provided by PARTICIPANT;
17. any expense that is reimbursed from insurance proceeds;
18. maintenance or operation of vehicles that are not used by a PARTICIPANT or its contractors for public transportation or to support public transportation operations; and
19. any other expense determined by the DEPARTMENT to be inconsistent with federal regulations or requirements.

F. PARTICIPANT's Independent Audit PARTICIPANT shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of § 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in § 653.410 of the Rules; PARTICIPANT and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the DEPARTMENT. PARTICIPANT's audit must include a schedule of operating revenues and expenses for the PARTICIPANT's contract period on forms prescribed by the DEPARTMENT. PARTICIPANT's independent audit shall be submitted to the

DEPARTMENT as required by the Act.

- G. Project Closeout** Upon the DEPARTMENT's receipt of the PARTICIPANT's independent audit report of the Project, the DEPARTMENT shall perform a review of the PARTICIPANT's independent audit to determine whether to approve the independent audit. Once the PARTICIPANT's independent audit has been approved by the DEPARTMENT, the DEPARTMENT shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the PARTICIPANT under this Agreement. If the DEPARTMENT has made payment to the PARTICIPANT in excess of the final total amount determined by the DEPARTMENT-approved independent audit to be due the PARTICIPANT, the PARTICIPANT shall promptly remit such excess to the DEPARTMENT. At the discretion of the DEPARTMENT, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the DEPARTMENT notifies the PARTICIPANT that the Project is closed-out and forwards the final award payment, as determined by the DEPARTMENT-approved independent audit to the PARTICIPANT, or when an appropriate refund of Agreement funds, as determined by the DEPARTMENT-approved independent audit, has been received from the PARTICIPANT and acknowledged by the DEPARTMENT. Close-out shall be subject to any continuing obligations imposed on the PARTICIPANT by this Agreement or contained in the final notification or acknowledgment from the DEPARTMENT.

Payment issues, audit issues or any other matters pertaining to the Agreement may not be subsequently raised and are forever settled upon Project closeout.

- H. School Bus Operations** Pursuant to 20ILCS 2705/2705-605(f), PARTICIPANT agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the PARTICIPANT does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the PARTICIPANT must operate a school system in the area to be served and operate a separate and exclusive school bus program for the school system.

The PARTICIPANT shall immediately notify the DEPARTMENT in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois.

- I. Ethanol Gasoline** Pursuant to the Act (30 ILCS 740/2-15.1), PARTICIPANT hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

- J. Restrictions on Lobbying** The PARTICIPANT affirms and attests that no compensation has been or will be paid from State Funds to a person or entity registered, or required to be registered, under the Illinois Lobby Registration Act (25 ILCS 170) for the purpose of influencing or attempting to influence an officer or employee of any state agency, or a member or employee of the Illinois General Assembly, in connection with the awarding of any state contract, grant, or loan, and the extension, continuation, renewal, amendment, or modification of the same.

The PARTICIPANT certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Agreement and understands that evidence of a violation of this clause may at any time be referred to the appropriate law enforcement agency, State's Attorney, or Attorney General and result in prosecution in the county where the offense is committed or in Sangamon County by the State's Attorney or the Attorney General of Illinois.

The PARTICIPANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

- K. Notice Of Current Or Prospective Legal Matters** PARTICIPANT must promptly notify the DEPARTMENT if a current or prospective legal matter emerges that may affect the DEPARTMENT. The PARTICIPANT must include similar notification requirement in its third party agreements and must require each third party participant to include an equivalent provision in its sub-agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions.

APPENDIX 1**OPINION OF COUNSEL**

I, _____ the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for City of Galesburg ("PARTICIPANT"). In this capacity, my opinion has been requested concerning the eligibility of the PARTICIPANT for assistance under the provisions of Downstate Operating Assistance Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Agreement, Agreement No. OP-22-13-IL, Grant No. OP-22-13-IL, ("Agreement") tendered by the State of Illinois ("State") to the PARTICIPANT. I hereby advise as follows:

1. The recipient is an eligible Participant as defined in the Act.
2. There are no provisions in the PARTICIPANT's charter or by-laws or in the laws or rules of the State of Illinois, the United States of America, or any unit of local of government that preclude or prohibit the PARTICIPANT from entering into the Agreement.
3. The PARTICIPANT is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the PARTICIPANT and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either federal or state courts that would adversely affect this Agreement or prevent the PARTICIPANT from contracting with the State for the purpose of receiving a Downstate Operating Assistance Agreement.

Based upon the foregoing, I am of the opinion that the PARTICIPANT is eligible under the provisions of the Act and is empowered and authorized accept the agreement from the State.

Signature

Date

--	--

Attorney's Name

--

Attorney For

City of Galesburg

APPENDIX 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE AGREEMENT

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) (Act), authorizes the State of Illinois, acting by and through the Illinois Department of Transportation ("DEPARTMENT"), to make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, awards for said funds will impose certain obligation upon the PARTICIPANT, including provisions by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARDS OF City of Galesburg

Section 1. That the Mayor of the City of Galesburg enters into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary for fiscal year 22 in order to obtain assistance under the provisions of the Act.

Section 2. That the Mayor is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the City of Galesburg for such assistance for fiscal year 22.

Section 3. That the Mayor of the City of Galesburg is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the funding for fiscal year 22.

Section 4. That while participating in said operating assistance program the City of Galesburg shall provide all required local matching funds.

PRESENTED and ADOPTED this _____ day of _____, 202__.

Signature of Authorized Official

Date

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Title

Mayor

APPENDIX 3

AGREEMENT BUDGET

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 6, 2021**

AGENDA ITEM: State Bid Approval recommendation, 2021-2022 winter supply of bulk rock salt for the City of Galesburg.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, and the Purchasing Agent recommend that the City Council approve the use of the 2021-22 State Bid for Bulk Rock Salt in the amount of \$73.69 per ton from Compass Minerals America, Inc.

BACKGROUND: Annually, the City requests to be included in the State of Illinois Central Management Services bid for the purchase of Bulk Rock Salt. The benefits of this type of inclusion are: 1) the City purchases rock salt at a discount due to being included in a volume purchase and 2) the City reduces the risk of not being able to obtain rock salt in a timely manner. Contract pricing for this material is based upon the winter season. The rate charged for rock salt changes each August. Rates fluctuate based on the anticipated demand for salt. The proposed rate for approval covers a period from November 2021 through April 2022. This new rate is similar to the rate charged in 2019-2020 but much higher than last year. Last year's rate was extremely low with Cargill securing most of the bids last winter. However, due to a large mine collapse at the end of last year, their production of salt was reduced to where they were not able to offer the same low bid price this year. The City is required to purchase a minimum of 2,320 tons of salt from this contract. Typically, the city uses between 2,500 and 3,000 tons of salt each winter but has used more for harsh winters. The city currently has about 2,000 tons stored in the salt building at this time.

For historical purposes, prior year rates:

Year	Vendor	Rate
2020-2021	Cargill	\$40.63
2019-2020	Compass	\$72.48
2018-2019	Cargill	\$55.979
2017-2018	Cargill	\$50.89
2016-2017	Cargill	\$68.65
2015-2016	Cargill	\$68.65
2014-2015	Cargill	\$53.77

BUDGET IMPACT: The City budgets annually for anticipated bulk salt use through the Motor Fuel Tax Fund. The City has budgeted sufficient funds for the winter season.

SUPPORTING DOCUMENTS:

1. 2021-22 CMS Rock Salt Contract

STATE OF ILLINOIS CONTRACT

Central Management Services
JPMC Rock Salt Bulk, FY22
22-416CMS-BOSS4-P-30920

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY22
22-416CMS-BOSS4-P-30920

VENDOR

Vendor Name: Compass Minerals America Inc.	Address (City/State/Zip): 9900 W. 109 th St., Overland Park, KS 66210
Signature: [REDACTED]	Phone: 800-323-1641
Printed Name: Sean Lierz	Fax: 913-338-7945
Title: Sr. Manager Highway Sales	Email: highwaygroup@compassminerals.com
Date: September 20, 2021	Orders email: highwayorders@compassminerals.com

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature: [REDACTED]	Date: 10/22/21
Printed Name: Janél L. Forde, Director	
Official's Title: by Krysti Rinaldi, Agency Purchasing Officer	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 21-416CMS-BOSS4-R-89309
- Project Title: JPMC Rock Salt Bulk, FY22
- Contract #: 22-416CMS-BOSS4-P-30920
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-24795
- BidBuy Publication Date: 9/9/21
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt on an as-needed basis during the contract period.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. Rock Salt Specification Requirements:

1.2.1.1 Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

1.2.1.2 Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

1.2.2. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

1.2.2.1 Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

1.2.2.2 Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

1.2.2.3 Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price.

That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

1.2.2.4 Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

1.2.2.5 Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.3. Weights and Measures Requirements and Adjustments:

1.2.3.1 Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois. The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second

independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

1.2.3.2 Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
B = Net weight shown on the delivery ticket from IWC1
C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify accuracy of the scale used for the independent weight check. The freight for this

additional weigh will be charged to the party that is proven to be negligent.

1.2.3.3 **Deductions:** The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.4 **Ordering**

1.2.4.1 **Order Placement:** Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative.

All other governmental units will use their own purchase order system.

- 1.2.4.2 Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- 1.2.4.3 Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.4.4 Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.4.5 Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.4.6.
- 1.2.4.6 Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.4.7 Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- 1.2.4.8 Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

Storage Charge: \$ _____/ton/day

1.2.5. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

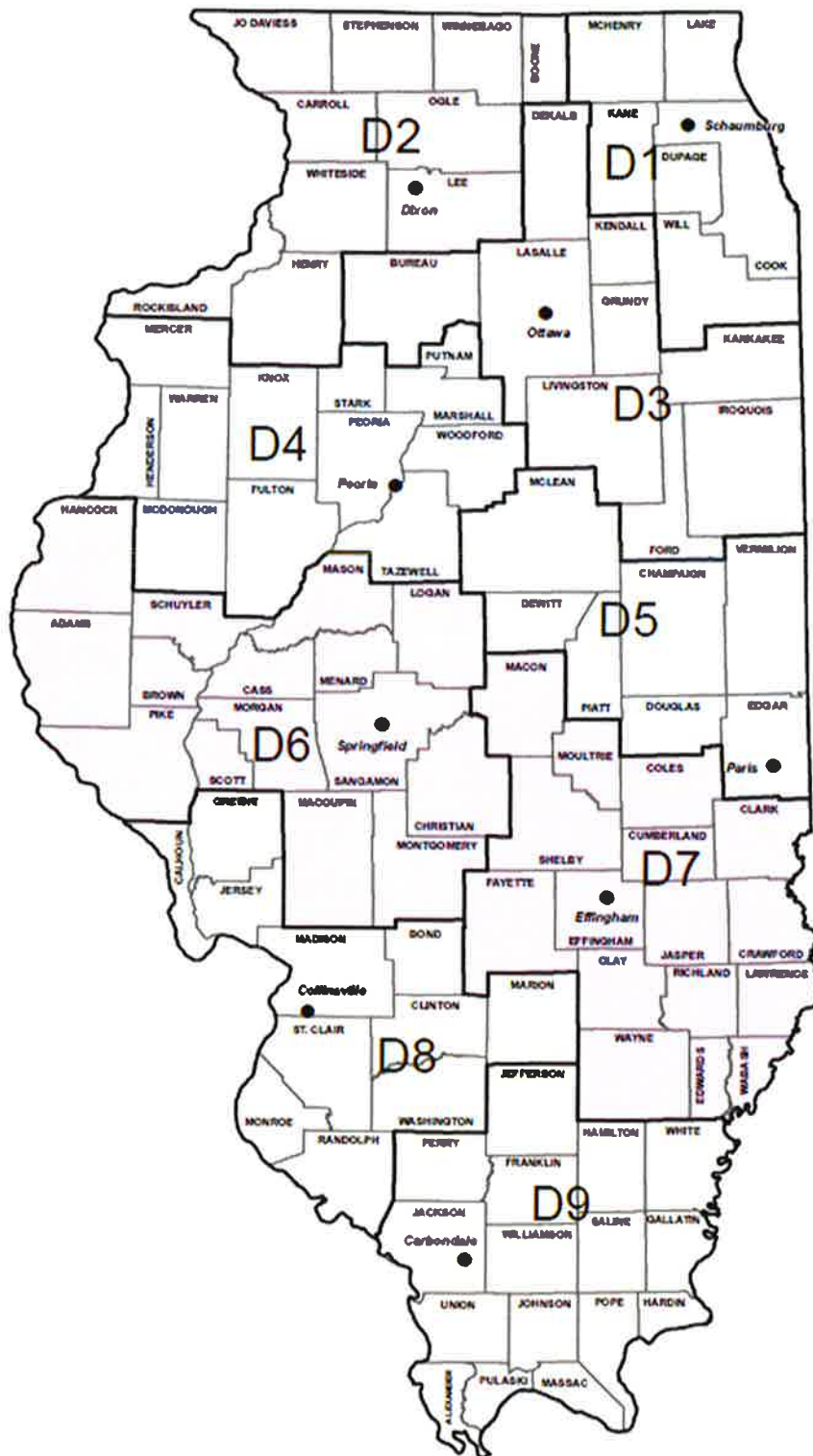
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.6. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

- 1.3.1. The Vendor will report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Quantity, Unit of Measure, and Delivery Address.

The report will be sent to the following email address:
CMS.BOSS.Sourcing@illinois.gov.

- 1.3.2. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested to CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in timely manner may be considered a breach of contract.

- 1.3.3. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

1.4.1.1 The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

1.4.1.2 The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

1.4.1.3 The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

1.4.2.1 Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

1.4.2.2 STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

- a. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
- b. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

1.4.2.3 STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.2.4 VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

1.4.3. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Delivery Time: Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.4.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.

1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding

state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order
- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already

dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.

- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.6. SUBCONTRACTING

Subcontractors are allowed.

- 1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- 1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see Attached list.

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.6.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

- ☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service

contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

- 1.8. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached list.

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Enter the cost per unit of measurement on the line items in BidBuy.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of up to one (1) year commencing upon the last dated signature of the Parties to September 30, 2022.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

- 3.2 RENEWAL: N/A**

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of

money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of

Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
- 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of

Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with

this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this Joint Purchase Master Contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this Joint Purchase Master Contract for the items in this Joint Purchase Master Contract to all governmental units.

5.5. The supplies or services subject to this Joint Purchase Master Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Joint Purchase Master Contract apply with full force and effect to all purchase orders.

☒ Other (describe)

5.10. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for

COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

Illinois State Bid Subcontractors Totals for Handling and Hauling

Solicitation

21-416CMS-BOSS4-B-24795

CMP - Form 1.6.2

Service Depot	Depot Spend	Freight & Fuel Spend	Vendor Addresses
Chicago, IL			
Calumet Transload	\$1,722,000		10730 Burley Avenue, Chicago, IL 60617
5 Star Hauling		\$800,000	14210 Kenton Ave, Crestwood, IL 60418
5366 Logistics		\$640,000	4501 US-12, Richmond, IL 60071
Sunset		\$175,000	1320 S Virginia, Crystal Lake, IL 60014
Truck King Hauling Contractors, Inc.		\$3,200,000	4600 W 48th St, Chicago. IL 60632
Keokuk, IA			
Roquette American Services Inc.	\$110,000		2301 Twin Rivers Road, Keokuk, IA 52632
97 Grain and Trucking- dba Midwest Express		\$56,000	10060 E 350 Macomb, IL 61455
Commanche, IA			
ADM	\$270,000		1419 N Washington Blvd, Comanche, IA 52730
ADM- Transport		\$370,000	4666 Faries Parkway Decatur, IL 62526
Louisiana, MO			
Wayne B Smith	\$148,000		10415 Hwy 79, Louisiana, MO 63353
George Potterfield Trucking		\$338,000	207 County Line Road, Monroe City, MO 63456
Metropolis, IL			
Kotter Ready Mix	\$95,000		1200 E 2nd Street, Metropolis, IL 62960
Kotter Ready Mix		\$183,000	1200 E 2nd Street, Metropolis, IL 62960
Milwaukee, WI			
Compass Minerals	\$404,000		2001 S Lincoln Memorial, Milwaukee, WI 53207
CLK Systems Inc		\$261,000	39882 N Mauser Dr Wadsworth, IL 60083
Portland		\$104,000	98 E Shore Drive, Random Lake, WI 53075
PJ's Trucking		\$104,000	W125S9861 N Cape Road, Muskego, WI 53150
Zizzo's		\$104,000	3000 Sheridan Rd., Kenosha, WI 53140
Mt. Vernon, IN			
Mulzer Crushed Stone	\$61,000		10700 Hwy 69 S, Mt. Vernon, IN 47620
Mulzer Crushed Stone		\$74,900	10700 Hwy 69 S, Mt. Vernon, IN 47620
St. Louis, MO (Beelman)			
Beelman Terminal	\$472,000		210 Bremen Ave., Venice, IL 62090
Beelman Logistics		\$478,000	#1 Racehorse Drive, E. St. Louis, MO 62205
St. Louis, MO (Oakley)			
Bruce Oakley	\$13,000		1 Angelica St. St. Louis, Mo 63353
George Potterfield Trucking		\$13,698	207 County Line Road, Monroe City, MO 63456
Dubuque, Ia			
Peavey Co, Gavilon Grain	\$25,000		505 East 7th St, Dubuque, IA 52001
All Seasons Trucking		\$35,000	7750 Windy Ridge Dubuque, IA 52003
Rock Island, Il			
Alter- Rock Island River Terminal	\$291,000		7th Ave MILI Street Rock Island, IL 61201
Overland Systems		\$368,000	13631 110th Ave Davenport, IA 52804
Henry - Middle River Marine			
Henry - Middle River Marine	\$268,000		1440 County Road 1500 E, Henry, IL 61537
Ozinga Transportation, Inc.		\$485,000	1440 County Road 1500 E, Henry, IL 61537
Lemont - Middle River Marine			
Lemont - Middle River Marine	\$309,000		11400 Old Lemont Road, Lemont, IL 60439
Ozinga Transportation, Inc.		\$293,600	11400 Old Lemont Road, Lemont, IL 60439
Ottawa - Ottawa Barge Terminal			
Ottawa - Ottawa Barge Terminal	\$205,000		1365 N 2803 RD OTTAWA, IL 61350
Wiesbrock Trucking		\$296,000	1748 E. 950th Road (PO Box 197) Leonore, IL 61335

*All \$'s are subject to change based on contract award

Forms

Compass Form B

Less than \$50K

Less than \$50K

Subcontractor will submit Forms post bid

Subcontractor will submit Forms post bid

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 6, 2021**

AGENDA ITEM: Authorizing the city manager to obtain a new plan services provider for the city's Section 125 Cafeteria Plan effective January 1, 2022.

SUMMARY RECOMMENDATION: The City Manager and the Administrative Services Director recommend the City Council approve the authorization.

BACKGROUND: The city now sponsors an IRC section 125 Flexible Spending Arrangement (FSA) plan for its employees. The current plan services provider is Consociate of Decatur, IL. The request is to contract with Flexible Benefit Service LLC as the plan services provider beginning January 1, 2022 and forward. This company has been recommended by our benefits & wellness consultant as they have access to coordinate claims with our health plan carrier Blue Cross Blue Shield. This ability streamlines claims for the participants.

BUDGET IMPACT: none

SUPPORTING DOCUMENTS:

1. FLEX Adoption Agreement

**City of Galesburg
Section 125 Cafeteria Plan
ADOPTION AGREEMENT**

Effective Date: 1/1/2022

Item I: Adoption

The Employer hereby establishes a Qualified "Cafeteria Plan" as set forth pursuant to Section 125 of the Internal Revenue Code. The Benefit Package Options listed in Item VII below have been incorporated into this Plan by reference. Nothing in this Adoption Agreement shall be intended to override the terms of the Plan Document to which this Adoption Agreement is attached.

Item II: Employer Organization

Name of Organization:	City of Galesburg
Federal Employer ID Number:	37-6001160
Date Incorporated:	
Mailing Address:	55 W Tompkins St PO Box 1387
City, State, Zip:	Galesburg, IL 61402
Street Address:	55 W Tompkins St PO Box 1387
Street Zip:	61402
Form of Organization:	Municipal Corporation
Organized in the state of:	Illinois

Employer Affiliates:

Item III: Plan Elections

Plan Information

Plan No.:	501
Plan Name:	City of Galesburg - Flex FSA
Original Effective Date:	1/1/2022
Plan Year Runs*:	01/01 - 12/31
Plan Restated and Amended:	//

*This Plan is designed to run on a 12-month plan year period as stated above. A Short Plan Year may occur when the Plan is first established, when the plan year period changes, or at the termination of a Plan.

Plan Administrator: City of Galesburg

Plan Service Provider: Flexible Benefit Service LLC
Street Address: 8770 W. Bryn Mawr Ave.
Suite 1290W
City, State, Zip: Chicago, IL 60631
Contact:
Phone: (847) 699-6900

Item IV: Eligibility Requirements

- (a) Except as provided in (b) below, the Classification of eligible employees consists of All employees.
- (b) Employees excluded from this classification group are those individual employees who fall into one or more of the following categories below:
 - Same as the underlying health plan.

Service Period Requirement

Same as the underlying health plan.

Item V - Benefit Package Options

The following Benefit Package Options are offered under this Plan:

5.1 Core Health Benefits.

The terms, conditions, and limitations of the Core Health Benefits offered will be as set forth in and controlled by the Group/Individual Medical Insurance Policy or Policies.

5.7 Health Flexible Spending Account.

The terms, conditions, and limitations will be as set forth in and controlled by the Plan Document. Each year each participant may elect in writing on a form filed with the plan administrator on or before the date he first becomes eligible to participate in the plan, and on or before the first day of any plan year thereafter, to be reimbursed from the employer for Unreimbursed Medical Expenses incurred during that year by him to the extent described and defined in the Plan Document.

5.8 Dependent Care Assistance Plans.

The terms, conditions, and limitations will be as set forth in and controlled by the Plan Document. Each year each participant may elect in writing on a form filed with the plan administrator on or before the date he first becomes eligible to participate in the plan, and on or before the first day of any plan year thereafter, to be reimbursed from the employer for dependent care cost incurred during that year by him to the extent described in the Plan Document.

Item VI - Flexible Spending Account Elections

Run-Out

A. The Active Employee Run-Out is the period of time that begins the day after the Plan Year ends during which the employee can submit claims for payment of Qualified Expenses incurred during the Plan Year. See Item X for Run-Out information.

B. The Terminated Employee/Coverage Run-Out is the period of time after an employee terminates employment (or loses eligibility to participate in the Plan) during which the employee can submit claims for expenses incurred while the employee remained a participant. See Item X for Run-Out information.

Health FSA

- (a) The maximum annual reimbursement amount an Employee may elect for any Plan Year is equal to the IRS annual statutory limit.
- (b) The maximum annual reimbursement amount that a Participant may receive during the year is the annual reimbursement amount elected by the Employee on the Salary Reduction Agreement for Health FSA coverage, not to exceed the amount set forth in (a) above.
- (c) Minimum Contribution for this Benefit per Plan Year per Employee is \$0.
- (d) In order to receive reimbursement under the Health FSA, the claim or claims must equal or exceed the Minimum Check Amount. If a claim or claims submitted by the Participant do not equal or exceed this amount, the claim or claims will be held until the accumulated claims equal or exceed the Minimum Check Amount, except that claims submitted for

reimbursement during the last month of the Plan Year, the Closing Period, or the Claims Submission Grace Period, whichever is applicable, will not be subject to the Minimum Check Amount. The Minimum Check Amount under this Plan is hereby set as \$0.

(e) COBRA Administrator: Self Administered

Street Address: _____

City, State, Zip: _____

- (f) Limited Scope Option: Employees may not elect to limit the scope of reimbursement under the Health FSA, as set forth in the SPD, so that the employee and/or a spouse may participate in a Health Savings Account as defined in Code Section 223.
- (g) Spousal Exclusion: Employees may not elect to exclude the spouse from coverage under the Health FSA, as set forth in the SPD, so that the spouse may participate in a Health Savings Account as defined in Code Section 223.

Dependent Care Assistance Plan

- (a) The maximum annual reimbursement amount a Participant may elect under the Dependent Care Assistance Plan for any Plan Year is the lesser of the maximum established by the Plan described in (b) below or the statutory maximum specified in Code Section 129 (as described in Appendix A of the Plan).
- (b) The maximum annual reimbursement amount established by the Dependent Care Assistance Plan is as follows: \$5000 for married filing jointly or single and \$2500 for married filing separately.
- (c) The maximum annual reimbursement that a Participant may receive during the year is the annual reimbursement amount elected by the Participant on the Salary Reduction Agreement, not to exceed the amount in (a) above.
- (d) Minimum Contribution for the Benefit per Plan Year per Employee is \$.
- (e) In order to receive reimbursement under the Dependent Care Assistance Plan, the claim or claims must equal or exceed the Minimum Check Amount. If a claim or claims submitted by the Participant do not equal or exceed this amount, the claim or claims will be held until the accumulated claims equal or exceed the Minimum Check Amount, except that claims submitted for reimbursement during the last month of the Plan Year, during the Closing Period, or Claims Submission Grace Period, whichever is applicable, will not be subject to the Minimum Check Amount. The Minimum Check Amount under this Plan is hereby set as \$0

Item VII: FlexMoney Card®

As part of the Plan, a FlexMoney Card® is an optional reimbursement method.

Item VIII: Plan Entry Date

The Plan Entry Date is the date when an employee who has satisfied the Eligibility Requirements may commence participation in the Plan. The Plan Entry Date is the later of the date the Employee files a Salary Reduction Agreement or Date requirements are met.

Item IX: Grace Period & Run-Out

As indicated in Item X below, the Employer has the option to adopt a grace period on any or all of your benefits. Please view this section to determine which, if any, of your benefits include this grace period.

If a grace period has been adopted, it will begin on the first day of the next Plan Year and (depending on the benefit) will end up to two (2) months and fifteen (15) days later. To view a list of benefits and associated grace information, please see Item X.

In order to take advantage of the grace period, you must be:

- A Participant in the applicable spending account(s) on the last day of the Plan Year to which the grace period relates, or
- (for Health FSA) A Qualified Beneficiary who is receiving COBRA coverage under the Health FSA on the last day of the Plan Year to which the grace period relates.

The following additional rules will apply to the grace period:

- Eligible expenses incurred during a grace period and approved for reimbursement will be paid first from available amounts that were remaining at the end of the Plan Year to which the grace period relates and then from any amounts that are available to reimburse expenses incurred during the current Plan Year. Because Run-Out claims may be submitted after Grace Period claims, claims may be reordered to maximize reimbursement; as a result, grace claims and/or payments may be reassigned to the current plan year.

For example, assume the Plan Years are Calendar Years, then assume that \$200 remains in your Health FSA account at the end of the Previous Plan Year, and further assume that you have elected to allocate \$2400 to the Health FSA for the Current Plan Year. If you submit for reimbursement an Eligible Medical Expense of \$500 that was incurred on January 15, of Current Year, \$200 of your claim will be paid out of the unused amounts remaining in your Health FSA from the Previous Plan Year and the remaining \$300 will be paid out of amounts allocated to your Health FSA for Current Year. Let us further assume that you then submit for reimbursement a Eligible Medical Expense of \$200 that was incurred on November 10, Previous Plan Year. The amount that had been reimbursed using the \$200 from the Previous Plan Year (grace money) would then be reordered to pay the November 10, Previous Plan

Year claim, and the full \$500 January 15, Current Plan Year claim would then be reordered to be reimbursed from Current Plan Year money.

- Expenses incurred during a grace period must be submitted before the end of the Run-Out Period of the previous plan year as described in this SPD. Any unused amounts from the end of a Plan Year to which the grace period relates that are not used to reimburse eligible expenses incurred either during the Plan Year to which the grace period relates or during the grace period will be forfeited if not submitted for reimbursement before the end of the previous Plan Year's Run-Out Period. To see a list of benefits and associated Run-Out information, see Item X.

You may not use Health FSA amounts to reimburse Eligible Day Care Expenses (and if the grace period is offered under the Dependent Care FSA, Dependent Care FSA amounts may not be used to reimburse Eligible Medical Expenses).

Item X: Benefit Grace and Run-Out Information

Benefit	Grace Adopted	FSA Carryover Adopted	FSA Carryover Max Amount	Active Employee Run-Out Date	Terminated Employee / Coverage Run-Out Date / Days
FSAMED	No	Yes	\$550.00	01/30	30 days
FSADCA	No	N/A	N/A	01/30	30 days

Item XI: Contacts and Responsibilities

Benefits Coordinator

Name: Jan Lytle
Title: Benefits & Insurance Coordinator
Phone: 309-345-3670
Company Name: City of Galesburg
Street Address: 55 W Tompkins St
PO Box 1387
City, State, Zip: Galesburg, IL 61402

Acceptance of Legal Process

Name: *Bradley Nissen*
Title: *City Attorney*
Phone: 309-345-3670
Company Name: City of Galesburg
Street Address: 55 W Tompkins St
PO Box 1387
City, State, Zip: Galesburg, IL 61402

Item XII - Incorporation by Reference

The actual terms and conditions of the separate benefits offered under this Plan are contained in separate, written documents governing each respective benefit, and will govern in the event of a conflict between the individual plan document and the Employer's Cafeteria Plan adopted through this Agreement as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein.

Signature: _____ Date:

Name:

Title:

Executed at: City of Galesburg
55 W Tompkins St PO Box 1387
Galesburg, IL 61402

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 6, 2021**

AGENDA ITEM: Authorizing the City Manager to renew a one-year contractual agreement with Molyneaux to provide Risk Management Consulting and Insurance Brokerage services for the City.

SUMMARY RECOMMENDATION: The City Manager & the Administrative Services Director recommend the City Council authorize the City Manager to renew the current contract with Molyneaux to provide Risk Management Consulting and Insurance Brokerage Services for a flat annual fee of \$32,000.00 for the period 1/1/2022 through 12/31/2022.

BACKGROUND: In 2020, the city entered into a one-year agreement with Molyneaux to provide risk management and insurance consulting services. This request is for approval for a third year of risk management & consulting services.

Molyneaux proved worthy of their fee in 2021 when they sought out and recommended, we move the property & liability insurance to IML RMA. The property and transit premiums were reduced significantly, coverages were broadened, and lines of coverage were added. In addition to consulting and insurance brokerage services, the fee from Molyneaux includes employee safety training at no additional cost to the City. This value-added service will save the City \$3,000 to \$5,000 per year in necessary training over outside vendors.

BUDGET IMPACT: Funding for services is included in the 2022 proposed Risk Management Budget 078-51000 professional services.

SUPPORTING DOCUMENTS:

1. Molyneaux Consulting Agreement



5025 Utica Ridge Rd., Ste 100
Davenport, IA 52807
[T] 563.324.1011
[Ex] 563.324.7909

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement") is made and entered into this 1st day of January, 2022 by and between Molyneaux Insurance, Inc. ("MOLYNEAUX"), an Iowa corporation having its principal place of business at 5025 Utica Ridge Road Suite 100, Davenport, Iowa 52807 and The City of Galesburg IL having its principal place of business at 55 W Tompkins St, Galesburg, IL 61401, individually a "Party" and collectively referred to as the "Parties".

WHEREAS, The City of Galesburg desires to engage MOLYNEAUX, and MOLYNEAUX desires to accept such engagement, as an independent contractor, to provide certain professional services to The City of Galesburg subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby promise, stipulate, covenant and agree as follows:

1. **Independent Contractor Status.** MOLYNEAUX is an Independent Contractor and this Agreement shall not be construed to create any association, partnership, joint venture, employment or agency relationship between MOLYNEAUX or MOLYNEAUX's employees except as expressly provided herein and for no other purpose. MOLYNEAUX shall have no authority or power to represent The City of Galesburg other than as expressly granted herein and none shall be implied. MOLYNEAUX shall retain the sole and absolute discretion in the manner and means of carrying out the Services specified herein.
 - a. **No Employee Benefits.** Without limiting Section 1, MOLYNEAUX and MOLYNEAUX's employees and agents shall not be eligible and shall have no right to participate in any personal time off benefits, group medical or life insurance, disability, profit-sharing, retirement, or any other fringe benefits or benefit plans offered by The City of Galesburg to its employees. Further, The City of Galesburg shall not be responsible for withholding or paying any income, payroll, Social Security, or any other federal, state or local taxes, making any insurance contributions (including for unemployment and/or disability), or obtaining workers' compensation insurance on MOLYNEAUX's behalf. MOLYNEAUX acknowledges and agrees that MOLYNEAUX's employees and agents are not entitled to receive

workers' compensation benefits from any injury that MOLYNEAUX or its employees may suffer in the course of performing the Services.

2. **MOLYNEAUX Services.** The City of Galesburg hereby engages MOLYNEAUX, and MOLYNEAUX hereby accepts such engagement, as an independent contractor to provide the following safety and loss control services (the "Services"):
- a. Analysis, consulting and day to day servicing of insurance needs for the following exposures:
 - i. Property Insurance
 - ii. General Liability
 - iii. Automobile Insurance
 - iv. Directors and Officers Liability
 - v. Employment Practices Liability
 - vi. Crime
 - vii. Sexual Misconduct Liability
 - viii. Fiduciary Liability
 - ix. Media Professional Liability
 - x. Cyber Liability
 - xi. Kidnap and Ransom
 - xii. Foreign Liability
 - xiii. Other coverages as necessary
 - b. Insurance Premium Allocation Assistance
 - c. Retention Program tracking and analysis
 - d. Risk Management Assessments and Consulting as needed
 - i. Contract Review as needed
 - ii. Assistance with Negotiations on risk matters with third parties
 - iii. Lead and Summarize "Risk Review" Discussions
 - e. Claim/Loss Consulting
 - i. Reporting assistance
 - ii. Claim Advocacy
 - iii. Claim and Experience Mod Analysis
 - iv. Claim Reviews
 - f. Loss Control Services
 - i. Loss Control service hours
 - ii. Coordination of Services with Insurer Risk Control Personnel
 - iii. Tracking of and assistance with implementation of Loss Control Recommendations

- iv. Providing safety training services for City employees
- v. Completing safety audits

3. **Compensation and Expenses.** In exchange for the Services, The City of Galesburg shall pay MOLYNEAUX an annual fee of \$32,000 to be paid in a one annual installment. Additionally, The City of Galesburg agrees to pay and/or reimburse any direct expenses, which are incurred by MOLYNEAUX with the prior approval of The City of Galesburg.

4. **Insurance.**

- a. **Errors & Omissions Insurance.** MOLYNEAUX shall have and maintain, at its own cost, an errors and omissions insurance policy with minimum limits of liability coverage of Three million dollars (\$3,000,000.00) per claim and Three million dollars (\$3,000,000.00) annual aggregate. MOLYNEAUX shall, upon request, produce confirmation of such insurance to The City of Galesburg. Coverage shall be placed with a carrier rated "A-" or better by A.M. Best.
- b. **Workers' Compensation Insurance.** Each Party shall provide workers' compensation insurance for its own employees and agents as required by any applicable workers' compensation laws during the performance of Services. Should MOLYNEAUX be a sole proprietor and not required by state law to obtain workers' compensation insurance and has so elected not to carry workers' compensation insurance on himself/herself - he/she acknowledges that they are assuming all liability and related costs for any work-related disease or injuries to themselves in the performance of the Services for The City of Galesburg.
- c. **Vehicle Liability Insurance.** Each Party agrees to have and maintain vehicle liability insurance, including coverage for all owned, hired, and non-owned vehicles. The limits of liability shall be not less than one million dollars (\$1,000,000.00) combined single limit each occurrence for bodily injury and property damage.
- d. **Commercial General Liability Insurance.** Each Party agrees to have and maintain a policy of broad-form commercial general liability insurance, including but not limited to contractual liability coverage. The limits of

liability shall be not less than one million dollars (\$1,000,000.00) per each occurrence and one million dollars (\$1,000,000.00) annual aggregate.

- e. **City of Galesburg Self-Insured.** The City of Galesburg shall satisfy the above obligations through its self-insurance program which shall at all times maintain at least one million dollars (\$1,000,000) in retained funds in combination with insurance coverage with RMA..

5. Indemnification.

- a. **MOLYNEAUX obligations.** To the fullest extent permitted under the law, MOLYNEAUX shall defend, indemnify and hold harmless The City of Galesburg and its affiliates, officers, directors, employees, agents, successors and permitted assigns (collectively, The City of Galesburg Indemnitees") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, and the cost of enforcing any right to indemnification hereunder (collectively, the "Losses") which may be imposed upon, incurred by or asserted against The City of Galesburg Indemnitees arising out of or relating to any claim, suit, action or proceeding (each, an "Action") but only to the extent that such Action alleges to arise out of or result from: (i) MOLYNEAUX's breach or non-fulfillment of any representation, warranty, covenant or obligation of MOLYNEAUX under this Agreement; (ii) any negligent, reckless or intentional act or omission of MOLYNEAUX or MOLYNEAUX's employees or agents in connection with the performance of its obligations under this Agreement; (iii) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent act or omission of MOLYNEAUX or MOLYNEAUX's employees or agents; or (iv) any failure by MOLYNEAUX or MOLYNEAUX's employees and agents to comply with any applicable laws and regulations in the performance of its obligations under this Agreement. This Section shall not apply if such Losses are wholly caused by the sole negligence or willful misconduct of The City of Galesburg Indemnitees. The obligations assumed in this Section shall survive the termination of this Agreement.
- b. **The City of Galesburg obligations.** To the fullest extent permitted under the law, The City of Galesburg shall defend, indemnify and hold harmless MOLYNEAUX and its affiliates, officers, directors, employees, agents, , successors and permitted assigns (collectively, "MOLYNEAUX

Indemnitees") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, and the cost of enforcing any right to indemnification hereunder (collectively, the "Losses") which may be imposed upon, incurred by or asserted against MOLYNEAUX Indemnitees arising out of or relating to any claim, suit, action or proceeding (each, an "Action") but only to the extent that such Action alleges to directly arise out of or result from: (i) The City of Galesburg's breach or non-fulfillment of any representation, warranty, covenant or obligation of The City of Galesburg under this Agreement; (ii) any negligent, reckless or intentional act or omission of The City of Galesburg or The City of Galesburg's employees or agents in connection with the performance of its obligations under this Agreement; (iii) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent act or omission of The City of Galesburg or The City of Galesburg's employees or agents; or (iv) any failure by The City of Galesburg or The City of Galesburg's employees and agents to comply with any applicable laws and regulations in the performance of its obligations under this Agreement. This Section shall not apply to the extent such Losses are caused by the sole negligence, willful misconduct or recklessness of MOLYNEAUX Indemnitees. The obligations assumed in this Section shall survive the termination of this Agreement.

6. **Waiver of Subrogation.** Each Party and its respective employees and agents hereby waive any and all rights of recovery against the other Party and its affiliates, respective officers, directors, employees, agents, successors and permitted assigns, in connection with, resulting from or arising out of this Agreement with respect to any loss covered by, or which should have been covered by, the insurance coverages which were required and/or recommended in Section 9 of this Agreement. For the purposes of this Section, all deductibles, retentions, coinsurance requirements, protective safeguards, and/or penalty clauses that may be applied to such insurance proceeds shall be considered insured losses and therefore subject to the Waiver of Subrogation as provided herein. Inasmuch as the above waivers will preclude the assignment of any aforesaid claim by way of subrogation to an insurance company, the Parties hereby agree to give to each insurance company providing a policy as described herein, written notice of the terms of said waivers, and to have said insurance policies properly endorsed, if

necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

7. **Confidentiality.** Each Party shall treat information received from the other Party that relates to this Agreement as confidential and shall not disclosure such information to any person not entitled to receive it except as may be necessary to fulfill the Party's respective obligations as set forth in this Agreement or as required by law or regulatory authority.
8. **Term.** This Agreement shall commence on the date set forth in the opening paragraph of this Agreement and shall remain in effect until terminated in accordance with its terms.
9. **Notice.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the designated representatives of the Parties at the addresses set forth herein. All Notices shall be delivered by personal delivery, nationally-recognized overnight courier, email (with confirmation of transmission), or certified or registered mail. For The City of Galesburg, the designated representatives are: City Manager Todd Thompson or City Attorney Bradley Nolden. For MOLYNEAUX, the designated representatives are: All Molyneaux assigned employees to the City of Galesburg.
10. **Termination.**
 - a. **Termination by Mutual Agreement or Notice.** This Agreement may be terminated at any time, by mutual written agreement of the Parties, or by either Party giving at least sixty (60) days' advance written notice in the manner specified in Section 9.
 - b. **Termination for Cause.** This Agreement may be terminated immediately upon notice by either Party if the other Party: (i) fails to comply with any material terms of this Agreement; or (ii) breaches its fiduciary duty to the other Party.
 - c. **Automatic Termination.** This Agreement shall terminate automatically if either Party becomes insolvent or is placed into bankruptcy, receivership, reorganization, or similar action.

11. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
12. **Modifications and Non-waiver.** No modification, amendment, waiver, change or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the Parties. No delay or failure by either Party to exercise any right granted by this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
13. **Headings.** Headings in this Agreement are for convenience and shall not be used to interpret or construe its provisions.
14. **Counterparts.** This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.
15. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
16. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule. Each Party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Scott County, Iowa in any Action in connection with, resulting from or arising out of this Agreement or the Services provided hereunder by either Party.
17. **Jury Trial Waiver.** Each of the Parties to this Agreement hereby waives the right to a trial by jury on any of the matters arising out of this Agreement.



5025 Utica Ridge Rd., Ste 100
Davenport, IA 52807
[T] 563.324.1011
[Ex] 563.324.7909

Each of the Parties understands and agrees that, in the event any Party to this agreement commences an action to enforce this Agreement, the prevailing party shall be entitled to recover any and all costs and expenses, including without limitation attorneys' fees incurred as a result of such action, whether incurred before, during, or after such action is commenced or concluded.

18. **Representation.** Each Party to this Agreement acknowledges and agrees that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party hereto, or anyone acting on behalf of any Party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first written above.

The City of Galesburg

MOLYNEAUX

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



5025 Utica Ridge Road, Suite 100
Davenport, IA 52807
(563)324-1011
www.molyneaux.com

*** INVOICE ***

City of Galesburg
PO Box 1589
Galesburg, IL 61402-1589

Invoice Date 11/10/2021
Invoice No. 108976
Bill To Code GALESBU-01
Client Code GALESBU-01

Make checks payable to: Molyneaux Insurance

Amount Remitted: \$

please include this portion with your payment

Account Name:	City of Galesburg	Molyneaux Insurance, Inc
Policy Number:	CONSULTING	Policy Period: 1/1/2022 to 1/1/2023
Due Date:	1/1/2022	
	1-1-22/23 Consulting Fee	\$32,000.00
	Invoice Number: 108976	Total Invoice Balance: \$32,000.00

PLEASE NOTE THAT OUR PAYMENT TERMS HAVE CHANGED

Invoices not paid within 30 days may be subject to cancellation.

**CITY OF GALESBURG
COUNCIL LETTER
DECEMBER 6, 2021**

AGENDA ITEM: Purchase of Insurance Coverage for City Liability / Property / Vehicles

SUMMARY RECOMMENDATION: The City Manager and City Attorney / Administrative Services Director recommend the City Council authorize the purchase of insurance policies from the Illinois Municipal League Risk Management Association (RMA).

BACKGROUND: In April of this year the city entered into an agreement with RMA to place certain coverages of insurance with their association. At the time, and the time of expiration of the current policy, the coverages for the Galesburg Fire Department were moved to RMA.

For consideration of the Council is the renewal of the policy period 1/1/2022 - 12/31/2022 of the current coverages purchased by the city. Coverages include general liability, property damage for buildings, automobile liability & physical damage for the fire & police departments and transit vehicles, public official bonds and law enforcement liability.

The policy has a deductible of \$10,000 per occurrence for most lines of coverage and would become effective January 1, 2022 with an annual premium of \$442,796.

BUDGET IMPACT: Sufficient funding is budgeted in the Risk Fund for this purchase.

SUPPORTING DOCUMENTS:

1. RMA Invoice



INVOICE

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment
after completing the information
on the reverse side.

Date: October 1, 2021

Member: City of Galesburg

Account #: 0207

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ _____

MAKE CHECK PAYABLE TO RMA**BILLING DETAIL****2022 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION**

Work Comp	\$ 0
Auto Liability & Comprehensive General Liability	\$295,981
Portable Equipment	\$1,755
Auto Physical Damage	\$18,565
Property	\$121,785
	<u>\$438,086</u>
2022 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	<u>\$2,000</u>

INVOICE TOTAL**\$440,086**

**PLEASE CHOOSE ONE OF THE FOLLOWING
PAYMENT OPTIONS and enter it in the space
provided above:**

OPTION #1 – Pay Full Amount

Contribution Amount	\$438,086.00
Minus 1% Savings	\$4,380.86
	<u>\$433,705.14</u>
Illinois Municipal League Dues	\$2,000.00
Total due by 11/19/21	\$435,705.14

OPTION #2 - Pay Full Amount

Contribution Amount	\$438,086.00
Illinois Municipal League Dues	\$2,000.00
Total due by 12/17/21	\$440,086.00

**OPTION #3 - Pay in two installments
Includes 1% installment fee**

Contribution Amount	\$438,086.00
Plus 1% fee	\$4,380.86
	<u>\$442,466.86</u>
Illinois Municipal League Dues	\$2,000.00
	<u>\$444,466.86</u>

\$222,233.43 Due by 12/17/21

\$222,233.43 Due by 5/20/22

**Membership with the Illinois Municipal League (IML) is a
requirement to remain a member of the IML Risk
Management Association.*

On behalf of the municipality named above ("Member"), I
hereby warrant that I have the authority to sign this agreement
on the Member's behalf. (If choosing the installment option, I
acknowledge and understand that it is afforded only as a benefit
for budgeting purposes and is not meant to allow for mid-term
withdrawal.) I acknowledge and understand that Article 5 of the
Intergovernmental Cooperation Contract ("Contract") prohibits
termination of the Intergovernmental Cooperation Contract no
less than 120 days prior to the first day of January of any given
year. Per Article 5, I warrant that the Member will adhere to the
Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____

INVOICE

Municipality: **CITY OF GALESBURG**

Date: November 10, 2021

Illinois Municipal League Risk
Management Association Contribution
Effective: 01/01/2022 – 01/01/2023

ADDITION OF POLICE VEHICLES: \$ 2,207

- Including Auto Liability at \$2 million per occurrence
- Subject to \$10,000 deductible for Auto Liability and Auto Physical Damage

ADDITION OF POLICE EQUIPMENT: \$ 503

- Subject to \$1,000 deductible

TOTAL ADDITIONAL CONTRIBUTION DUE (effective 1/1/2022): \$ 2,710

Please make your check payable to **I.M.L RISK MANAGEMENT ASSOCIATION** and return with one copy of this bill.

IML RML INSURANCE COVERAGE	ANNUAL CONTRIBUTION	RMA EFFECTIVE DATE
Fire Dept. General and Auto Liability	\$ 24,870.00	1/1/2022
Fire Dept. Inland Marine Coverage	\$ 1,755.00	1/1/2022
Fire Dept. Auto Physical Damage Coverage	\$ 12,471.00	1/1/2022
Police Dept. Auto Physical Damage Coverage	\$ 2,710.00	1/1/2022
Public Official Bonds	\$ 1,875.00	1/1/2022
Law Enforcement Liability	\$ 28,008.00	1/1/2022
Bus Dept. General and Auto Liability	\$ 177,480.00	1/1/2022
Bus Dept. Auto Physical Damage Coverage	\$ 6,094.00	1/1/2022
Cyber Liability – All Departments (at standard \$250K RMA limits)	INCL	1/1/2022
Crime – All Departments	\$ 750.00	1/1/2022
All Other General and Public Officials Liability	\$ 65,623.00	1/1/2022
Property and Equipment Breakdown	\$ 114,910.00	1/1/2022
Business Income/Extra Expense	\$ 4,250.00	1/1/2022
INSURANCE TOTAL	\$ 440,796.00	
Annual Membership Fee	\$ 2,000.00	1/1/2022
TOTAL DUE FOR 2022	\$ 442,796.00	

*applying for \$1M Cyber coverage; will charge for that amt

Accounts Payable

Transactions by Account

User: tmiller
 Printed: 11/30/2021 - 8:46AM
 Batch: 00006.12.2021



Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10701-00	SpringbrookSoftware LLC	Springbrook FY22 annual mtce 306-55800	11/29/2021	6,370.25	0000092040
001-0000-10701-00	SpringbrookSoftware LLC	Springbrook FY22 annual mtce 445-55800	11/29/2021	10,409.81	0000092040
001-0000-10701-00	SpringbrookSoftware LLC	Springbrook FY22 annual mtce 510-55800	11/29/2021	2,084.83	0000092040
001-0000-10701-00	SpringbrookSoftware LLC	Springbrook FY22 annual mtce 205-55800	11/29/2021	36,046.65	0000092040
001-0000-10701-00	SpringbrookSoftware LLC	Springbrook FY22 annual mtce 120-55800	11/29/2021	4,547.81	0000092040
001-0000-10701-00	Jensen Information Tech Inc	Jan - Nov 2022 - Annual Watchguard firewall renewal	11/29/2021	4,986.65	0000092043
001-0000-10701-00	SpringbrookSoftware LLC	Springbrook FY22 annual mtce 115-55800	11/29/2021	2,084.83	0000092040
001-0000-10701-00	Supreme Radio Communications, In	01/22 Maint of Equip	11/29/2021	986.50	
001-0000-10701-00	Supreme Radio Communications, In	01/22 Maint of Equip	11/29/2021	1,637.55	
001-0000-10701-00	Supreme Radio Communications, In	01/22 Maint of Equip	11/29/2021	815.00	
001-0000-10701-00	TextMyGov	01/22 - 12/22 Software support	11/29/2021	1,500.00	
001-0000-10801-00	Napa Auto Parts	Lamp	11/09/2021	35.69	
001-0000-10801-00	Map Automotive of Peoria	Stop Lamp	11/29/2021	45.06	
001-0000-10801-00	Napa Auto Parts	Markers	11/09/2021	6.38	
001-0000-10801-00	Interstate Battery Systems of Central	Batteries	11/29/2021	171.98	
001-0000-20102-00	CenturyLink	10/21 Service	10/31/2021	1,616.00	
001-0000-22002-00	OLIVIA JOHNSON	Reissue UB Refund Ck #95404	11/29/2021	97.19	
Subtotal for Divison: 0000				73,442.18	
001-0105-51000-00	Managing Results, LLC	Strategic Planning Services	11/29/2021	14,012.47	0000092051
Subtotal for Divison: 0105				14,012.47	
001-0110-61000-00	Office Specialists, Inc.	Easels	11/29/2021	126.70	
Subtotal for Divison: 0110				126.70	
001-0115-51000-00	SpringbrookSoftware LLC	10/21 Civic PayPad Fees	11/29/2021	25.00	
001-0115-51000-00	Knox County Records Office	10/21 Laredo	11/29/2021	22.00	
001-0115-61000-00	Office Specialists, Inc.	Sign Here Flags	11/29/2021	11.28	
001-0115-61000-00	Office Specialists, Inc.	Paper	11/29/2021	15.82	

Account Number	Vendor	Description	Date	Amount	PO No
001-0115-61000-00	Office Specialists, Inc.	Note 3x3	11/29/2021	41.78	
001-0115-84500-00	Knox Township	Knox Township Annexation Pmt	11/29/2021	2,467.67	
001-0115-84500-00	Galesburg Township	Galesburg Township Annexation Pmt	11/29/2021	959.11	
		Subtotal for Divison: 0115		3,542.66	
001-0120-56506-00	Consociate-Dansig	11/21 FSA Admin Fee	11/29/2021	80.75	
		Subtotal for Divison: 0120		80.75	
001-0145-51010-00	Quinn Johnston	08/21 - 10/21 Legal Fees	11/29/2021	6,410.14	
001-0145-51010-00	Statham & Long, LLC	09/21 - 10/21 Adjudication	11/29/2021	621.00	
		Subtotal for Divison: 0145		7,031.14	
001-0160-51000-00	Credit Collection Partners	10/21 Service	11/29/2021	107.50	
001-0160-51000-00	Collection Professionals, Inc	10/21 Service	11/29/2021	30.00	
001-0160-59516-00	Matthew Reed	AV Services - 10/25/21 Council work session	11/29/2021	120.00	
001-0160-59516-00	Jeffrey R Cervantez	10/21 AV Services for City Meetings	11/29/2021	240.00	
		Subtotal for Divison: 0160		497.50	
001-0205-51000-00	SpringbrookSoftware LLC	10/21 Civic PayPal Fees	11/29/2021	67.13	
		Subtotal for Divison: 0205		67.13	
001-0207-55800-00	Jensen Information Tech Inc	Dec 2021 - Annual Watchguard firewall renewal	11/29/2021	453.34	0000092043
		Subtotal for Divison: 0207		453.34	
001-0305-51500-00	Register Mail, Inc.	Planning Ads #00021744	11/29/2021	271.89	
		Subtotal for Divison: 0305		271.89	
001-0306-51000-00	SpringbrookSoftware LLC	10/21 Civic PayPal Fees	11/29/2021	3.50	
001-0306-51000-00	Knox County Records Office	10/21 Laredo	11/29/2021	22.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up services at 465 Mulberry St	11/29/2021	389.16	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board up at 2069 Windish Dr	11/29/2021	2,158.11	
001-0306-55400-00	Kendall Zimmerman	Weed Mowing - VL 382 N Prairie St	11/29/2021	50.00	
001-0306-55400-00	Kendall Zimmerman	Weed Mowing - 1692 Bateman St	11/29/2021	100.00	
001-0306-55400-00	Kendall Zimmerman	Trash/debris removal - 623 Lincoln St	11/29/2021	95.00	
001-0306-55400-00	Kendall Zimmerman	Weed Mowing - 224/238/240 N Seminary St	11/29/2021	150.00	
001-0306-55400-00	Kendall Zimmerman	Weed Mowing - 683 Day St	11/29/2021	125.00	
001-0306-55400-00	Kendall Zimmerman	Weed Mowing - 355 E Second St	11/29/2021	100.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board up at 715 Monmouth Blvd	11/29/2021	532.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board up at 334 N Chambers St	11/29/2021	281.34	

Account Number	Vendor	Description	Date	Amount	PO No
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board up at 820 E Fifth St	11/29/2021	347.80	
001-0306-55400-00	Kendall Zimmerman	Trash/debris removal - 392 N Broad St	11/29/2021	60.00	
001-0306-61000-00	Office Specialists, Inc.	Envelopes	11/29/2021	22.13	
001-0306-62500-00	Ford of Galesburg	Strut #400	11/29/2021	72.45	
Subtotal for Divison: 0306				4,508.49	
001-0410-51000-00	Knox County Recorders Office	10/21 Laredo	11/29/2021	22.00	
001-0410-51000-00	SpringbrookSoftware LLC	10/21 Civic PayPad Fees	11/29/2021	3.50	
001-0410-61000-00	Office Specialists, Inc.	Misc Supplies	11/29/2021	51.33	
001-0410-61000-00	Office Specialists, Inc.	Report covers	11/29/2021	23.06	
Subtotal for Divison: 0410				99.89	
001-0445-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	8.14	
001-0445-55500-00	Heritage-Crystal Clean, LLC	Used oil pickup	11/29/2021	43.50	
001-0445-55500-00	Moore Tires, Inc	Tire Repair #182	11/29/2021	19.99	
001-0445-55700-00	Royal Cleaning Services	11/21 Janitorial Services	11/29/2021	242.00	
001-0445-55700-00	Howe Overhead Doors, Inc.	Install lock collars	11/29/2021	340.00	
001-0445-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	48.16	
001-0445-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	48.16	
001-0445-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	48.16	
001-0445-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	48.16	
001-0445-62500-00	Napa Auto Parts	Filter #183	11/09/2021	31.69	
001-0445-62500-00	Ford of Galesburg	Bumper #166	11/29/2021	464.42	
001-0445-63000-00	Napa Auto Parts	Cable ties	11/09/2021	21.18	
001-0445-63000-00	Napa Auto Parts	Cable Tie	11/29/2021	22.98	
001-0445-63000-00	Advance Auto Parts	WD-40	11/29/2021	33.06	
001-0445-63000-00	Advance Auto Parts	Oil absorbant	11/29/2021	399.60	
001-0445-63000-00	Napa Auto Parts	Cloth Utility Roll	11/29/2021	58.99	
Subtotal for Divison: 0445				1,878.19	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #1849136006	11/29/2021	90.84	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #0630746094	11/29/2021	23.01	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #0687106098	11/29/2021	68.75	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #7485196171	11/29/2021	43.24	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #4002676336	11/29/2021	31.44	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #5759526412	11/29/2021	32.01	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #2076406570	11/29/2021	41.19	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #2517037455	11/29/2021	34.65	

Account Number	Vendor	Description	Date	Amount	PO No
001-0450-52000-00	Ameren Illinois	11/21 Electricity #9824607537	11/29/2021	39.64	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #0977297939	11/29/2021	42.69	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #7757492977	11/29/2021	22.73	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #2530045779	11/29/2021	29.34	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #6226759213	11/29/2021	39.14	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #1308849617	11/29/2021	35.73	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #3461020007	11/29/2021	95.33	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #2133020058	11/29/2021	101.98	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #4513012004	11/29/2021	25.65	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #2816294896	11/29/2021	44.82	
001-0450-52000-00	Ameren Illinois	11/21 Electricity #2447135009	11/29/2021	81.08	
001-0450-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	48.87	
001-0450-55500-00	Pomp's Tire - Galesburg	Tire repairs #122	11/29/2021	238.90	
001-0450-55500-00	Nichols Diesel Service, Inc.	Remove Steering Arm #109	11/29/2021	199.50	
001-0450-55500-00	Nichols Diesel Service, Inc.	Tow #108	11/29/2021	260.00	
001-0450-55700-00	Four Seasons Pest Control	09/21 Service	11/29/2021	15.00	
001-0450-55700-00	Four Seasons Pest Control	10/21 Service	11/29/2021	40.00	
001-0450-61000-00	Office Specialists, Inc.	Paper, Post-It Notes	11/29/2021	12.37	
001-0450-61000-00	Office Specialists, Inc.	Paper, Post-It Notes	11/29/2021	12.68	
001-0450-62500-00	Nichols Diesel Service, Inc.	Air Hose #114	11/29/2021	20.77	
001-0450-62500-00	Nichols Diesel Service, Inc.	Coolant Tank #108	11/29/2021	470.61	
001-0450-62500-00	Nichols Diesel Service, Inc.	King Pin Kit #109	11/29/2021	1,021.41	
001-0450-62500-00	Nichols Diesel Service, Inc.	Turbo Tube #109	11/29/2021	311.30	
001-0450-62500-00	Knapheide Truck Equipment	Spreader auger #113	11/29/2021	1,696.68	
001-0450-62500-00	Nichols Diesel Service, Inc.	Window Regulator #107	11/29/2021	833.88	
001-0450-62500-00	Mutual Wheel Co., Inc.	Front Brakes #109	11/29/2021	636.62	
001-0450-62500-00	Napa Auto Parts	Lens #109	11/09/2021	8.18	
001-0450-62500-00	Nichols Diesel Service, Inc.	Exhaust Brack Credit Incorrect Part #108	11/29/2021	-467.55	
001-0450-62500-00	Nichols Diesel Service, Inc.	Brake Shoes #109	11/29/2021	634.36	
001-0450-62500-00	Nichols Diesel Service, Inc.	Steering Knuckle #109	11/29/2021	1,469.46	
001-0450-62500-00	Advance Auto Parts	Primer #122	11/29/2021	127.38	
001-0450-62500-00	Advance Auto Parts	Paint #122	11/29/2021	59.01	
001-0450-62500-00	Nichols Diesel Service, Inc.	Wheel Speed Sensor #109	11/29/2021	131.22	
001-0450-62500-00	Nichols Diesel Service, Inc.	Release Valve #107	11/29/2021	36.66	
001-0450-65500-00	Michael Todd & Co., Inc.	Snow plow wax	11/29/2021	617.14	
001-0450-66500-00	Galesburg Electric, Inc.	Misc tools	11/29/2021	177.27	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0450				9,534.98	
001-0505-51500-00	Register Mail, Inc.	Police ads #00020710	11/29/2021	100.00	
001-0505-54500-00	Tom Peters	IFPCA Fall Seminar-mileage	11/29/2021	184.80	
001-0505-54500-00	Diane VanHootegem	IFPCA Fall Seminar - mileage & lodging	11/29/2021	356.53	
Subtotal for Divison: 0505				641.33	
001-0510-51000-00	Bridgeway Training Services	Document Destruction	11/29/2021	24.00	
001-0510-52000-00	Ameren Illinois	11/21 Electricity #6523760498	11/29/2021	77.84	
001-0510-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	4.07	
001-0510-54500-00	Petty Cash - Police Dept.	FBI NA Training - D Hostens	11/29/2021	20.00	
001-0510-54500-00	Petty Cash - Police Dept.	Quad City Chief Meeting - D Hostens	11/29/2021	20.00	
001-0510-54500-00	Petty Cash - Police Dept.	Quad Cities Council of Police Chiefs - D Hostens	11/29/2021	20.00	
001-0510-54500-00	Petty Cash - Police Dept.	Quad City Chief Meeting - R Idle	11/29/2021	20.00	
001-0510-54500-00	Kim Turner LLC	Field Training Officer - P Ruggles	11/29/2021	525.00	
001-0510-54500-00	Petty Cash - Police Dept.	FBI NA Training - R Idle	11/29/2021	20.00	
001-0510-55500-00	Supreme Radio Communications, In	Misc maint of #23	11/29/2021	766.32	
001-0510-55500-00	Supreme Radio Communications, In	Misc radio maint	11/29/2021	45.00	
001-0510-55500-00	Supreme Radio Communications, In	11/21-12/21 Maint of Equip	11/29/2021	1,630.00	
001-0510-55500-00	Supreme Radio Communications, In	11/21 - 12/21 Maint of Equip	11/29/2021	3,275.10	
001-0510-55500-00	Supreme Radio Communications, In	Misc maint of squadcar lights	11/29/2021	300.00	
001-0510-55700-00	Four Seasons Pest Control	10/21 Service	11/29/2021	15.00	
001-0510-55700-00	Four Seasons Pest Control	09/21 Service	11/29/2021	15.00	
001-0510-57500-00	Burke Cleaners, Inc	09/21 Police Uniform Cleaning	11/29/2021	193.03	0000091897
001-0510-61000-00	Office Specialists, Inc.	Toner	11/29/2021	84.14	
001-0510-61000-00	Office Specialists, Inc.	Dsk/CD Mailer	11/29/2021	75.57	
001-0510-61000-00	Office Specialists, Inc.	Trimmer	11/29/2021	83.82	
001-0510-61000-00	Office Specialists, Inc.	Napkins	11/29/2021	33.82	
001-0510-61000-00	Office Specialists, Inc.	Toner, Stapler	11/29/2021	144.84	
001-0510-62500-00	Ray O'Herron Co., Inc.	48" Bar w/remote control	11/29/2021	1,204.00	
001-0510-62500-00	Ford of Galesburg	Turbo #48	11/29/2021	958.80	
001-0510-62500-00	Randall's Performance	EGR Delete kit with up-pipe #48	11/29/2021	250.00	
001-0510-62500-00	Randall's Performance	Up-pipe gasket #48	11/29/2021	5.55	
001-0510-62500-00	Advance Auto Parts	Fuel filter & Brake pads #48	11/29/2021	100.77	
001-0510-62500-00	Advance Auto Parts	Brake pads #48	11/29/2021	47.44	
001-0510-66500-00	Tritech Forensics	Blood specimen collection kits	11/29/2021	75.00	
001-0510-67500-00	Ray O'Herron Co., Inc.	DUTY HANDCUFF TACO U-MNT BLK CUFFS	11/29/2021	559.34	0000092036

Account Number	Vendor	Description	Date	Amount	PO No
001-0510-67500-00	Ray O'Herron Co., Inc.	DUTY DBL POSTOL TACO COVERED DOUBLE MAG	11/29/2021	487.79	0000092036
001-0510-67500-00	Ray O'Herron Co., Inc.	STREETSHIRT LS DK NAVY	11/29/2021	1,295.59	0000092036
001-0510-67500-00	Ray O'Herron Co., Inc.	4 Covered pistol pouches	11/29/2021	176.00	
001-0510-67500-00	Ray O'Herron Co., Inc.	ARMORSKINBASE POLLY LS	11/29/2021	357.41	0000092036
001-0510-67500-00	Ray O'Herron Co., Inc.	DUTY EXTD PISTOR TACO BLACK BATON	11/29/2021	513.98	0000092036
001-0510-67500-00	Ray O'Herron Co., Inc.	DUTY PISTOL TACO COVERED BLACK OD	11/29/2021	544.22	0000092036
001-0510-67500-00	Ray O'Herron Co., Inc.	2 pairs of pants - M Ingles	11/29/2021	108.00	
001-0510-67500-00	Ray O'Herron Co., Inc.	TACO TASER POUCH	11/29/2021	665.15	0000092036
001-0510-67500-00	Ray O'Herron Co., Inc.	DUTY PISTOL TACO 0-MNT BLACK FLASHLIGHT	11/29/2021	453.52	0000092036
001-0510-67500-00	Ray O'Herron Co., Inc.	Return 2 shirts	11/29/2021	-109.98	
001-0510-67500-00	Ray O'Herron Co., Inc.	2 Pairs of pants - T Boynton	11/29/2021	108.00	
001-0510-67500-00	Ray O'Herron Co., Inc.	Vest - D Hostens	11/29/2021	100.00	
001-0510-67500-00	Artistic Engraving	Police officer star	11/29/2021	191.57	
001-0510-67500-00	Artistic Engraving	Lieutenant star	11/29/2021	89.75	
001-0510-69000-00	Ray O'Herron Co., Inc.	Ammo	11/29/2021	2,567.25	
001-0510-69000-00	Axon Enterprise, Inc	A La Carte bundle & Battery Pack	11/29/2021	253.40	
Subtotal for Divison: 0510				18,395.10	
001-0550-51000-00	Select Advantage	10/21 911 Dispatcher Assessment Services	11/29/2021	60.00	
001-0550-61000-00	Office Specialists, Inc.	Tape, Pens	11/29/2021	65.25	
001-0550-61000-00	Office Specialists, Inc.	Paper	11/29/2021	184.95	
001-0550-61000-00	Office Specialists, Inc.	Returned Trimmer	11/29/2021	-58.40	
001-0550-85500-00	Knox County Sheriff's Department	12/21 Share of Ambulance Service	11/29/2021	674.82	
Subtotal for Divison: 0550				926.62	
001-0605-52000-00	Ameren Illinois	11/21 Electricity #2511571691	11/29/2021	206.66	
001-0605-52000-00	Ameren Illinois	11/21 Electricity #7475491851	11/29/2021	91.71	
001-0605-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	89.59	
001-0605-54500-00	University of Illinois	Firefighter Academy - N Morrissey	11/29/2021	4,100.00	
001-0605-55500-00	Supreme Radio Communications, In	11/21-12/21 Maint of Equip	11/29/2021	1,973.00	
001-0605-55500-00	Supreme Radio Communications, In	Repair headset	11/29/2021	208.62	
001-0605-55500-00	Supreme Radio Communications, In	Install antenna	11/29/2021	150.58	
001-0605-55700-00	Four Seasons Pest Control	10/21 Service	11/29/2021	5.00	
001-0605-55700-00	Four Seasons Pest Control	09/21 Service	11/29/2021	20.00	
001-0605-55700-00	Four Seasons Pest Control	09/21 Service	11/29/2021	15.00	
001-0605-55700-00	Mechanical Service Inc.	Replaced condenser and energized system	11/29/2021	105.00	
001-0605-55700-00	Four Seasons Pest Control	09/21 Service	11/29/2021	15.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-55700-00	Four Seasons Pest Control	09/21 Service	11/29/2021	15.00	
001-0605-55800-00	Breton SmarTek	Annual FIREQ subscription	11/29/2021	720.00	
001-0605-57500-00	Office Specialists, Inc.	Disinfectant	11/29/2021	29.78	
001-0605-65000-00	Office Specialists, Inc.	Toilet paper	11/29/2021	35.32	
001-0605-65000-00	Office Specialists, Inc.	Dish Soap, Disinfectant	11/29/2021	57.62	
001-0605-65000-00	Office Specialists, Inc.	Paper Towels, Disinfectant	11/29/2021	68.31	
001-0605-65000-00	Office Specialists, Inc.	Paper towels	11/29/2021	25.83	
001-0605-65000-00	Office Specialists, Inc.	Oil Absorbant	11/29/2021	25.42	
001-0605-65500-00	Supreme Radio Communications, Inc.	cable	11/29/2021	19.64	
001-0605-65500-00	Alexis Fire Equipment Co., Inc.	Domelight	11/29/2021	270.79	
001-0605-66000-00	Mechanical Service Inc.	Condenser	11/29/2021	20.37	
001-0605-66000-00	AMP Electrical Services, Inc.	Galvanized line	11/29/2021	155.79	
001-0605-66500-00	Alexis Fire Equipment Co., Inc.	Velcro	11/29/2021	60.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	1 Perf Tee - Carlson	11/29/2021	14.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	1 Fast Tac Pant - B Gleason	11/29/2021	39.99	
001-0605-67500-00	Midwest Uniform Supply, Inc	4 Perf Tee, Stocking Cap w/ Logo - J Cypert	11/29/2021	84.50	
001-0605-67500-00	Midwest Uniform Supply, Inc	1 Polo shirt, 1 Turtleneck & 1 Perf Tee - J Connour	11/29/2021	133.99	
001-0605-67500-00	Midwest Uniform Supply, Inc	2 Perf Tee, 2 Turtleneck, Ball Cap - T Scott	11/29/2021	203.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Rip Stop EMS Pant - J Connour	11/29/2021	59.99	
001-0605-67500-00	Midwest Uniform Supply, Inc	Crewneck, 2 Perf Tee, Ball Cap, Stocking Hat w/ Logo - K McGee	11/29/2021	78.49	
001-0605-67500-00	Benjamin Johnson	Safety toe boots	11/29/2021	132.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	2 Turtlenecks - J Herbert	11/29/2021	149.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Turtleneck, Stocking Cap w/ Logo & 1 Perf Tee - J Seitz	11/29/2021	100.99	
001-0605-68600-00	Office Specialists, Inc.	Gloves	11/29/2021	262.80	
001-0605-68600-00	Office Specialists, Inc.	Gloves	11/29/2021	150.00	
001-0605-68600-00	Office Specialists, Inc.	Returned gloves	11/29/2021	-262.80	
Subtotal for Divison: 0605				9,631.94	
001-0630-52000-00	Ameren Illinois	11/21 Electricity #8232032334	11/29/2021	195.50	
001-0630-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	4.07	
Subtotal for Divison: 0630				199.57	
Subtotal for Fund 001				145,341.87	
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portland Cement Concrete Class SI for 2021	11/29/2021	220.00	0000091826
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portland Cement Concrete Class SI for 2021	11/29/2021	9.00	0000091826
011-0000-66000-00	Galesburg Builders Supply, Inc.	High Performance patching mix for 2021	11/29/2021	510.13	0000091825

Account Number	Vendor	Description	Date	Amount	PO No
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portland Cement Concrete Class SI for 2021	11/29/2021	257.63	0000091826
		Subtotal for Divison: 0000		996.76	
		Subtotal for Fund 011		996.76	
013-0000-51000-00	Bruner, Cooper and Zuck, Inc.	Engineering agreement for the preparation of bid documents and p	11/29/2021	6,092.36	0000091684
013-0000-83100-00	Bruner, Cooper and Zuck, Inc.	Preparation of Bid Documents and Construction Engineering for Ph	11/29/2021	1,095.89	0000092007
		Subtotal for Divison: 0000		7,188.25	
		Subtotal for Fund 013		7,188.25	
014-0000-51000-00	Bruner, Cooper and Zuck, Inc.	Material Testing Services for the 2021 Construction season	11/29/2021	240.00	0000091927
014-0000-64500-00	Galesburg Electric, Inc.	Supplies for Steele school crosswalk	11/29/2021	77.66	
014-0000-64500-00	Impact Recovery Systems	In-street signs - South St	11/29/2021	2,066.48	
014-0000-64500-00	Galesburg Electric, Inc.	Bulbs	11/29/2021	102.40	
014-0000-64500-00	O'Reilly Auto Parts	Battery	11/29/2021	578.60	
014-0000-66000-00	Galesburg Builders Supply, Inc.	Additional Controlled Low Strength Material (CLSM) for 2021	11/29/2021	462.00	0000091830
		Subtotal for Divison: 0000		3,527.14	
		Subtotal for Fund 014		3,527.14	
018-0000-52000-00	Ameren Illinois	11/21 Electricity #2553132016	11/29/2021	158.85	
018-0000-55500-00	Eastern Iowa Tire	Tire disposal #112	11/29/2021	12.00	
018-0000-55500-00	Altorfer Inc.	Service Level 1-IDOT Generator	11/29/2021	1,055.00	
018-0000-62500-00	Key Equipment & Supply Co	Oil cooler #128	11/29/2021	2,254.75	
		Subtotal for Divison: 0000		3,480.60	
		Subtotal for Fund 018		3,480.60	
019-0000-10701-00	Johnson Controls Security Solutions	01/22-02/22 Recurring Service	11/29/2021	483.34	
019-0000-20102-00	CenturyLink	10/21 Service	10/31/2021	548.47	
019-0000-33386-00	Mercer County Golden Eagles	Refund-Cancelled legal due to low enrollment	11/29/2021	1,428.00	
		Subtotal for Divison: 0000		2,459.81	
019-1905-51500-00	WGIL/WAAG/WLSR, Inc.	Radio ads	11/29/2021	583.00	
019-1905-51500-00	WMOI - FM	Radio ads	11/29/2021	250.00	
019-1905-59528-00	Galesburg Community Foundation	08/21 2% Hotel/Motel Tax Pmts	11/29/2021	27,117.42	
019-1905-59528-00	Galesburg Community Foundation	09/21 2% Hotel/Motel Tax Pmts	11/29/2021	31,410.96	

Account Number	Vendor	Description	Date	Amount	PO No
019-1905-59537-00	Knox Civic Center Authority	09/21 2% Hotel/Motel Tax Pmts	11/29/2021	16,532.06	
019-1905-59537-00	Knox Civic Center Authority	08/21 2% Hotel/Motel Tax Pmts	11/29/2021	14,272.31	
019-1905-61000-00	Office Specialists, Inc.	Tape	11/29/2021	7.45	
019-1905-62500-00	Napa Auto Parts	Bearings #580	11/09/2021	84.28	
Subtotal for Divison: 1905				90,257.48	
019-1910-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	52.94	
019-1910-55700-00	Royal Cleaning Services	11/21 Janitorial Services	11/29/2021	1,899.00	
019-1910-55700-00	Galesburg Electric, Inc.	Bulbs	11/29/2021	21.72	
019-1910-55700-00	Helm Mechanical / Helm Service	Misc maintenance	11/29/2021	634.00	
019-1910-55700-00	Helm Mechanical / Helm Service	Replaced heating coil actuator	11/29/2021	500.00	
019-1910-66000-00	First Glass, Inc.	Door closer	11/29/2021	450.00	
Subtotal for Divison: 1910				3,557.66	
019-1911-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	134.38	
019-1911-55700-00	Four Seasons Pest Control	09/21 Service	11/29/2021	30.00	
019-1911-55700-00	Royal Cleaning Services	11/21 Janitorial Services	11/29/2021	2,068.00	
019-1911-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	15.00	
019-1911-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	15.00	
019-1911-65000-00	Office Specialists, Inc.	Liner, screen uninal	11/29/2021	49.90	
Subtotal for Divison: 1911				2,312.28	
019-1915-52000-00	Ameren Illinois	10/21 Electricity #7756699015	10/31/2021	447.23	
019-1915-52000-00	Ameren Illinois	11/21 Electricity #7801596004	11/29/2021	27.22	
019-1915-52000-00	Ameren Illinois	11/21 Electricity #2700768176	11/29/2021	54.09	
019-1915-52000-00	Ameren Illinois	11/21 Electricity #4657170418	11/29/2021	69.18	
019-1915-52000-00	Ameren Illinois	11/21 Electricity #8795090570	11/29/2021	79.79	
019-1915-52000-00	Ameren Illinois	11/21 Electricity #2309782258	11/29/2021	64.15	
019-1915-52000-00	Ameren Illinois	11/21 Electricity #2366040023	11/29/2021	106.98	
019-1915-52300-00	Ameren Illinois	10/21 Heat #0883556016	10/31/2021	56.18	
019-1915-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	1,327.53	
019-1915-55700-00	Royal Cleaning Services	11/21 Janitorial Services	11/29/2021	476.00	
019-1915-55700-00	Knox County Landfill	10/21 Service	11/29/2021	130.80	
019-1915-55700-00	Waste Management, Inc.	10/21 Service	11/29/2021	403.98	
019-1915-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	40.80	
019-1915-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	40.80	
019-1915-62500-00	Advance Auto Parts	Inner door handle #542	11/29/2021	101.19	
019-1915-62500-00	Advance Auto Parts	Battery #500	11/29/2021	116.57	

Account Number	Vendor	Description	Date	Amount	PO No
019-1915-62500-00	Martin, Inc	Spring Locking Pin -Returned Part	11/29/2021	-95.04	
019-1915-62500-00	Nichols Diesel Service, Inc.	Brake Chamber #509	11/29/2021	150.16	
019-1915-62500-00	Martin, Inc	Spindle #541	11/29/2021	210.14	
019-1915-62500-00	Martin, Inc	Windshield #522	11/29/2021	733.18	
019-1915-62500-00	Martin, Inc	Cover #525	11/29/2021	348.09	
019-1915-62500-00	Yemm Chevrolet, Inc-Geo	Front bumper #500	11/29/2021	981.01	
019-1915-66000-00	All Inclusive Rec	FIBAR	11/29/2021	3,714.00	
Subtotal for Divison: 1915				9,584.03	
019-1920-52000-00	Ameren Illinois	11/21 Electricity #1243855216	11/29/2021	29.76	
019-1920-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	24.43	
019-1920-55700-00	Johnson Controls Security Solutions	12/21 Recurring Service	11/29/2021	241.66	
019-1920-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	25.24	
019-1920-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	25.24	
019-1920-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	25.24	
019-1920-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	25.24	
019-1920-61000-00	Office Specialists, Inc.	Tape	11/29/2021	10.99	
019-1920-62510-00	Herr Petroleum Corp	187.9 gal diesel #2	11/29/2021	562.74	0000091804
019-1920-63500-00	D & K Products	Misc supplies	11/29/2021	1,233.95	
019-1920-63500-00	Advanced Turf Solutions	Aqualock	11/29/2021	79.24	
019-1920-64125-00	Smithfield Direct, LLC	misc supplies	11/29/2021	29.90	
019-1920-64125-00	Atlantic Coca-Cola	Misc concessions	11/29/2021	62.38	
019-1920-64125-00	Boxcar Express	Sandwiches	11/29/2021	689.35	
019-1920-65000-00	Office Specialists, Inc.	Face masks	11/29/2021	6.99	
019-1920-65500-00	Van Wall Equipment, Inc.	mower reels, bearings, screws, springs	11/29/2021	2,003.74	
Subtotal for Divison: 1920				5,076.09	
019-1925-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	171.03	
019-1925-66000-00	Doors, Incorporated	Deadbolt	11/29/2021	180.39	
Subtotal for Divison: 1925				351.42	
019-1935-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	44.79	
019-1935-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	176.90	
019-1935-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	176.90	
019-1935-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	176.90	
Subtotal for Divison: 1935				575.49	
019-1940-64000-00	Breedlove's Sporting Goods, Inc.	Fall 2021 SB league awards	11/29/2021	23.85	

Account Number	Vendor	Description	Date	Amount	PO No
019-1940-64000-00	BSN Sports Corp., Inc.	Volleyballs	11/29/2021	241.02	
		Subtotal for Divison: 1940		264.87	
019-1945-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	97.73	
019-1945-55700-00	Royal Cleaning Services	11/21 Janitorial Services	11/29/2021	1,780.00	
019-1945-65000-00	Office Specialists, Inc.	Lysol	11/29/2021	11.34	
		Subtotal for Divison: 1945		1,889.07	
019-1950-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	16.29	
		Subtotal for Divison: 1950		16.29	
019-1955-52000-00	Ameren Illinois	11/21 Electricity #8645825294	11/29/2021	940.15	
019-1955-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	138.45	
019-1955-55700-00	J.P. Benbow, Inc.	Started up boiler	11/29/2021	101.00	
019-1955-55700-00	Sugden Electric	Repair pool pump	11/29/2021	695.68	
019-1955-65000-00	Office Specialists, Inc.	Lysol	11/29/2021	5.67	
019-1955-68500-00	Tri-State Water	Misc chemicals	11/29/2021	6.83	
		Subtotal for Divison: 1955		1,887.78	
019-1960-52000-00	Ameren Illinois	11/21 Electricity #0543312814	11/29/2021	32.59	
019-1960-52000-00	Ameren Illinois	11/21 Electricity #5195930099	11/29/2021	91.03	
		Subtotal for Divison: 1960		123.62	
019-1965-51000-00	Lacky Monument Co.	Date of Passing - White, Purnell	11/29/2021	400.00	
019-1965-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	8.14	
019-1965-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	40.80	
019-1965-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	27.22	
019-1965-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	27.22	
019-1965-57500-00	Aramark Uniform Serv. Inc.	11/21 Service	11/29/2021	27.22	
		Subtotal for Divison: 1965		530.60	
019-1975-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	4.07	
019-1975-55700-00	Liqui-Green Lawn & Tree Care	Tree Injection - EAB Treatment	11/29/2021	2,955.00	
		Subtotal for Divison: 1975		2,959.07	
		Subtotal for Fund 019		121,845.56	
020-0000-20102-00	CenturyLink	10/21 Service	10/31/2021	65.12	
020-0000-52300-00	West Central FS, Inc	400 gal LP	11/29/2021	716.00	

Account Number	Vendor	Description	Date	Amount	PO No
020-0000-55700-00	Howe Overhead Doors, Inc.	Replaced CPI box	11/29/2021	210.00	
020-0000-62500-00	Martin, Inc	Boot #350	11/29/2021	40.38	
020-0000-62500-00	Advance Auto Parts	Fuel filter & hydraulic filter #350	11/29/2021	35.30	
020-0000-62500-00	Advance Auto Parts	Air filter #350	11/29/2021	41.76	
020-0000-62500-00	Advance Auto Parts	Return-Air filter #350	11/29/2021	-23.19	
020-0000-62500-00	Napa Auto Parts	Hose Clamp #350	11/29/2021	13.80	
020-0000-62500-00	Napa Auto Parts	Plug Wire Set #350	11/29/2021	25.86	
Subtotal for Divison: 0000				1,125.03	
Subtotal for Fund 020				1,125.03	
024-0000-83100-00	Larson Family Real Estate, LLLP	07/21-09/21 Sales Tax Rebate as per agreement	11/29/2021	6,644.38	
024-0000-83100-00	Galesburg Railroad Days	External Agency Funding - Galesburg RR Days	11/29/2021	11,250.00	
024-0000-88300-00	Breslin's Floor Covering, Inc	12/21 Parking Lot Lease	11/29/2021	570.32	
Subtotal for Divison: 0000				18,464.70	
Subtotal for Fund 024				18,464.70	
030-0000-20102-00	CenturyLink	10/21 Service	10/31/2021	190.52	
Subtotal for Divison: 0000				190.52	
030-0320-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	23.21	
030-0320-62500-00	Napa Auto Parts	Core Deposit Credit	10/31/2021	-44.00	
030-0320-62500-00	O'Reilly Auto Parts	Air Filter	11/29/2021	30.39	
030-0320-62500-00	Map Automotive of Peoria	266701-163Techron	11/29/2021	7.50	
030-0320-62500-00	Napa Auto Parts	Warranty Credit	10/31/2021	-221.99	
030-0320-62500-00	Napa Auto Parts	Refrigerant	10/31/2021	199.98	
030-0320-62500-00	Map Automotive of Peoria	Taper bears	10/31/2021	112.20	
030-0320-62500-00	O'Reilly Auto Parts	Battery Cables	11/29/2021	120.50	
Subtotal for Divison: 0320				227.79	
030-0370-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	54.16	
030-0370-55700-00	Galesburg Termite & Pest Control	11/21 Service	11/29/2021	45.00	
030-0370-55700-00	Galesburg Termite & Pest Control	11/21 Service	11/29/2021	45.00	
030-0370-57500-00	Cintas, Inc	11/21 Service	11/29/2021	164.05	
030-0370-57500-00	Cintas, Inc	11/21 Service	11/29/2021	114.17	
030-0370-57500-00	Cintas, Inc	11/21 Service	11/29/2021	164.05	
030-0370-61000-00	Office Specialists, Inc.	Clipboards	11/29/2021	33.60	

Account Number	Vendor	Description	Date	Amount	PO No
030-0370-61000-00	Office Specialists, Inc.	Misc Supplies	11/29/2021	170.65	
030-0370-62500-00	Napa Auto Parts	Primary wire	10/31/2021	14.67	
030-0370-62500-00	Napa Auto Parts	Oil Analysis Kit	11/29/2021	33.78	
030-0370-62500-00	Napa Auto Parts	Fuse	10/31/2021	4.39	
030-0370-62500-00	Napa Auto Parts	Core Deposit Credit	10/31/2021	-129.41	
030-0370-65500-00	Map Automotive of Peoria	Roloc Disc 2" & 3" Cut-off	11/29/2021	100.40	
030-0370-65500-00	Napa Auto Parts	Wheel flaps	10/31/2021	14.78	
030-0370-65500-00	O'Reilly Auto Parts	Shop Degreaser	11/29/2021	49.99	
030-0370-66500-00	Napa Auto Parts	Adapter	10/31/2021	12.97	
030-0370-66500-00	Napa Auto Parts	Punch	11/29/2021	13.52	
030-0370-66500-00	Napa Auto Parts	Misc tools	10/31/2021	25.26	
030-0370-66500-00	O'Reilly Auto Parts	Punch	11/29/2021	18.99	
Subtotal for Divison: 0370				950.02	
Subtotal for Fund 030				1,368.33	
049-0000-83100-00	Bondi Building Corporation	TIF incentive for Facade Improvements at Bondi Building	11/29/2021	32,467.50	0000092034
049-0000-83100-00	Galesburg Downtown Council	Tax Increment Financing incentive for Downtown Holiday Lights.	11/29/2021	20,000.00	0000092022
049-0000-83100-00	MEA on Main, LLC	TIF Incentive Reimbursement - Redeveloper Agreement	11/29/2021	4,500.00	
Subtotal for Divison: 0000				56,967.50	
Subtotal for Fund 049				56,967.50	
053-0000-55700-00	Dowers Roofing, Inc.	Remove 2 out of use chimney pipes & cover holes	11/29/2021	750.00	
053-0000-66000-00	Galesburg Electric, Inc.	Misc supplies	11/29/2021	209.61	
053-0000-66000-00	Galesburg Electric, Inc.	Supplies	11/29/2021	158.09	
053-0000-66000-00	Galesburg Electric, Inc.	Shop lights	11/29/2021	796.32	
053-0000-76000-00	Williams Development, LTD	Additional engineering and administrative services	11/29/2021	10.31	0000091681
053-0000-76000-00	Williams Development, LTD	Additional engineering and administrative services	11/29/2021	18.53	0000091681
053-0000-76000-00	Williams Development, LTD	Additional engineering and administrative services	11/29/2021	2,614.24	0000091681
Subtotal for Divison: 0000				4,557.10	
Subtotal for Fund 053				4,557.10	
055-0000-55700-00	Werner Restoraton Services, Inc.	Board up services at 465 Mulberry St	11/29/2021	161.18	
055-0000-55700-00	Werner Restoraton Services, Inc.	Emergency Board up at 465 Mulberry St	11/29/2021	373.80	
Subtotal for Divison: 0000				534.98	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 055				<u>534.98</u>	
057-0000-61700-00	Jensen Information Tech Inc	Genetec System server replacement - HPE ProLiant DL360 Gen10 ra	11/29/2021	6,443.00	0000092031
Subtotal for Division: 0000				<u>6,443.00</u>	
Subtotal for Fund 057				<u>6,443.00</u>	
058-0000-20102-00	City Assessor's Office	Purple Wave Sales - 2006 Crown Vic	11/29/2021	2,200.00	
058-0000-71000-00	Birkeys Farm Store, Inc	2021 Case Backhoe 590SN with new ORV800 hydraulic hammer	11/29/2021	89,620.50	0000091949
Subtotal for Division: 0000				<u>91,820.50</u>	
Subtotal for Fund 058				<u>91,820.50</u>	
061-0000-10701-00	SpringbrookSoftware LLC	Springbrook FY22 annual mtce 61-55800	11/29/2021	9,048.71	0000092040
061-0000-20101-00	BLAKEWELL PROPERTIES LLC	Refund Check 050212-003, 1320 N KELLOGG ST	11/23/2021	30.65	
061-0000-20101-00	VICKIE BANKS ESTATE OF	Refund Check 047582-000, 1530 CLAY ST	11/23/2021	42.76	
061-0000-20101-00	VICKIE BANKS ESTATE OF	Refund Check 047582-000, 1530 CLAY ST	11/16/2021	40.14	
061-0000-20101-00	JENNIFER LEE BATCHELDER	Refund Check 021185-001, 600 E THIRD ST	11/09/2021	66.72	
061-0000-20101-00	HIROKO BOWEN ESTATE	Refund Check 008744-000, 1425 ROCK ISLAND AVE	11/16/2021	5.75	
061-0000-20101-00	LINDA ASBURY	Refund Check 018950-067, 443 N ACADEMY ST	11/23/2021	42.76	
061-0000-20101-00	LINDA ASBURY	Refund Check 018950-067, 443 N ACADEMY ST	11/23/2021	2.59	
061-0000-20101-00	LINDA ASBURY	Refund Check 018950-067, 443 N ACADEMY ST	11/23/2021	1.60	
061-0000-20101-00	CHARLES ATWATER	Refund Check 047372-000, 376 FAIR ACRES DR	11/09/2021	97.15	
061-0000-20101-00	LINDA ASBURY	Refund Check 018950-053, 1831 E MAIN ST	11/23/2021	82.19	
061-0000-20101-00	LINDA ASBURY	Refund Check 018950-053, 1831 E MAIN ST	11/23/2021	2.84	
061-0000-20101-00	LINDA ASBURY	Refund Check 018950-053, 1831 E MAIN ST	11/23/2021	1.90	
061-0000-20101-00	DEREK BUSANET	Refund Check 047227-001, 527 N BROAD ST LOWER	11/16/2021	43.52	
061-0000-20101-00	FREDDIE COLLINS JR	Refund Check 049587-001, 119 LINCOLN ST	11/23/2021	93.10	
061-0000-20101-00	SANDRA BRITTINGHAM	Refund Check 020835-002, 1756 E MAIN ST	11/09/2021	72.40	
061-0000-20101-00	MICHAEL DUMSE	Refund Check 012455-005, 1267 DAY ST	11/16/2021	110.75	
061-0000-20101-00	DANIEL EIKER	Refund Check 059445-001, 1460 S SEMINARY ST	11/16/2021	60.85	
061-0000-20101-00	RUSSELL FLEMING	Refund Check 022453-001, 869 N BROAD ST	11/16/2021	2.04	
061-0000-20101-00	ELDON MORRISON	Refund Check 064172-000, 1125 N WEST ST	11/16/2021	83.48	
061-0000-20101-00	STEVEN SEIBERT	Refund Check 006331-000, 1576 N KELLOGG ST	11/23/2021	15.77	
061-0000-20101-00	DOUGLAS MUSTAIN	Refund Check 006126-001, 400 N HENDERSON ST	11/16/2021	80.30	
061-0000-20101-00	FERNANDO OLIVAS	Refund Check 017968-001, 889 AVENUE B	11/09/2021	108.60	
061-0000-20101-00	DANIEL MIDDAUGH	Refund Check 063145-000, 925 DAYTON DR 5	11/23/2021	105.51	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	DEBORA JOHNSON	Refund Check 025057-005, 1165 GARDEN LANE	11/16/2021	96.13	
061-0000-20101-00	ANDRIA POWERS	Refund Check 051320-002, 1055 S CHAMBERS ST	11/17/2021	110.93	
061-0000-20101-00	JOSE QUINONEZ CORRAL	Refund Check 062251-000, 1763 BROWN AVE	11/16/2021	54.93	
061-0000-20101-00	BARBARA LANDERS	Refund Check 050556-007, 384 W NORTH ST 4	11/09/2021	102.24	
061-0000-20101-00	KIM SHARP BECERRA	Refund Check 062923-000, 1545 MCKNIGHT ST	11/16/2021	10.22	
061-0000-20101-00	ANNA MOORE	Refund Check 039399-002, 156 N IVAN AVE	11/23/2021	84.34	
061-0000-20101-00	BENJAMIN OTTEN	Refund Check 049460-000, 330 COUNTRY ELMS EST	11/23/2021	115.00	
061-0000-20101-00	LARRY HAMMERLUND	Refund Check 021334-001, 401 JUSTIN DR	11/09/2021	3.04	
061-0000-20101-00	RONDA KIMMITT	Refund Check 021477-000, 1091 S CHAMBERS ST	11/16/2021	12.37	
061-0000-20101-00	GALESBURG CIVIC ART CENTE	Refund Check 018445-001, 114 E MAIN ST	11/23/2021	109.48	
061-0000-20101-00	HEIDI JOHNSON	Refund Check 057193-000, 919 N BROAD ST	11/16/2021	117.17	
061-0000-20101-00	BRYAN KELLEY	Refund Check 063702-000, 525 PECK ST	11/23/2021	102.20	
061-0000-20101-00	SHAWN KAUFMAN	Refund Check 056271-001, 1081 E FREMONT ST	11/16/2021	82.21	
061-0000-20101-00	ROBERT SMITH	Refund Check 054940-002, 547 W BROOKS ST	11/23/2021	94.34	
061-0000-20101-00	PATRICIA HARRISON	Refund Check 016415-000, 1178 COURT ST	11/09/2021	20.40	
061-0000-20101-00	MARGARET LINGWALL	Refund Check 051231-001, 1723 MONROE ST	11/16/2021	117.17	
061-0000-20101-00	FERN WANDA HARDING	Refund Check 022211-000, 935 PINE ST	11/23/2021	6.15	
061-0000-20101-00	PAMELA WEECH	Refund Check 044812-007, 1825 E FREMONT ST	11/09/2021	31.44	
061-0000-20101-00	BRENDA WARDEN	Refund Check 022171-001, 805 E SECOND ST	11/09/2021	94.37	
061-0000-20101-00	SUNDAE FUNDAE, LLC	Refund Check 053666-005, 1595 W MAIN ST	11/17/2021	106.79	
061-0000-20101-00	BARRY WALLACE	Refund Check 060517-000, 537 N CEDAR ST	11/23/2021	54.00	
061-0000-20101-00	RYAN WILLIAMS	Refund Check 053773-001, 468 E GROVE ST	11/23/2021	52.09	
061-0000-20101-00	MARK TELANDER	Refund Check 008801-000, 1348 GARDEN LN	11/09/2021	7.92	
061-0000-20101-00	VANGUARD PROPERTIES LLC	Refund Check 062497-000, 268 N IVAN AVE	11/23/2021	52.09	
061-0000-20101-00	JOSEPHINE HERRING	Refund Check 057025-000, 1453 SUMMIT ST	11/23/2021	55.24	
061-0000-20101-00	STERLON MATHENY	Refund Check 054478-000, 1854 MAPLE AVE	11/16/2021	53.90	
061-0000-20101-00	GALESBURG MANUFACTURING	Refund Check 059730-000, 1077 HAWKINSON AVE 2	11/17/2021	80.82	
061-0000-20101-00	JACOB TENHOUSE	Refund Check 052202-002, 766 N ACADEMY ST	11/09/2021	112.88	
061-0000-20101-00	JARED TAPSCOTT	Refund Check 055632-000, 147 W MARY ST	11/16/2021	70.46	
061-0000-20101-00	HEATHER WELLS	Refund Check 044624-001, 339 COUNTRY ELMS EST	11/23/2021	49.00	
061-0000-20101-00	TLR LLC	Refund Check 052642-011, 1687 INDIANA DR	11/23/2021	86.67	
061-0000-20101-00	MARK MARTIN	Refund Check 005097-062, 372 LAWRENCE AVE	11/16/2021	107.90	
061-0000-20101-00	NORMA MORRIS	Refund Check 006555-001, 1007 EMERY ST	11/09/2021	88.12	
061-0000-20101-00	MYIAH RYNER	Refund Check 062400-000, 2635 COSTA DR	11/09/2021	65.30	
061-0000-20101-00	JAMES HUTCHISON IRREVOC	Refund Check 009905-000, 168 PHILLIPS ST	11/16/2021	13.75	
061-0000-20101-00	KENNETH OLSON	Refund Check 054715-000, 554 ARNOLD ST	11/23/2021	92.91	
061-0000-20101-00	HANRICK INVESTMENTS LLC	Refund Check 062097-001, 590 N CEDAR ST 4	11/10/2021	115.97	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	MU SHEE	Refund Check 062947-000, 1172 E BROOKS ST	11/16/2021	98.61	
061-0000-20101-00	TAMARA STORMER	Refund Check 041195-000, 731 E BROOKS ST	11/23/2021	50.81	
061-0000-20101-00	VICKIE SHOWALTER	Refund Check 022415-004, 1063 FRANK ST	11/16/2021	38.21	
061-0000-20101-00	ANTHONY FORSHEE	Refund Check 057186-002, 593 N ACADEMY ST 1	11/16/2021	113.60	
061-0000-20101-00	CHARLES HANSEN	Refund Check 043979-001, 881 DAY ST	11/16/2021	62.21	
061-0000-20101-00	GARY MUSTAIN	Refund Check 016651-001, 2341 W FREMONT ST UPPER	11/23/2021	9.53	
061-0000-20101-00	ASHLEY LAMB	Refund Check 048225-000, 741 OLIVE ST	11/16/2021	59.89	
061-0000-20101-00	HELENA HARRIS	Refund Check 064066-000, 1865 INDIANA DR	11/16/2021	167.41	
061-0000-20101-00	WILLIAM JOHNSON	Reissue UB Refund Ck94893 12873-000, 875 JEFFERSON ST	11/29/2021	21.47	
061-0000-20101-00	TERESA INNESS	Refund Check 048031-016, 941 LINCOLN ST	11/09/2021	113.60	
061-0000-20101-00	CONNIE GODFREY	Refund Check 062020-001, 1622 HARRISON ST	11/16/2021	107.17	
061-0000-20101-00	LEO SARVER	Refund Check 061954-000, 392 N BROAD ST 2	11/23/2021	1.08	
061-0000-20102-00	CenturyLink	10/21 Service	10/31/2021	261.19	
061-0000-51000-00	Credit Collection Partners	10/21 Service	11/29/2021	50.00	
061-0000-51000-00	PDC Laboratories, Inc.	Water Testing	11/29/2021	400.00	
061-0000-51000-00	Knox County Records Office	10/21 Laredo	11/29/2021	22.00	
061-0000-51000-00	SpringbrookSoftware LLC	10/21 Civic PayPad Fees	11/29/2021	134.24	
061-0000-52000-00	Ameren Illinois	11/21 Electricity #0501078255	11/29/2021	99.05	
061-0000-52000-00	Ameren Illinois	11/21 Electricity #0315204658	11/29/2021	28.85	
061-0000-52000-00	Ameren Illinois	10/21 Electricity #0405132039	10/31/2021	6,338.41	
061-0000-52000-00	Ameren Illinois	11/21 #3107849292	11/29/2021	11,445.24	
061-0000-52000-00	Illinois Power Marketing	10/21 Electricity #GMCAL	10/31/2021	17,771.04	
061-0000-52300-00	Nicor Gas	10/21 Service #14511554116	10/31/2021	973.81	
061-0000-52300-00	Nicor Gas	10/21 Service #20727010009	10/31/2021	43.01	
061-0000-52500-00	Galesburg Sanitary Dist.	10/21 Sewer user charges	10/31/2021	16.29	
061-0000-55500-00	Altorfer Inc.	2021 OCTOBER - MAINTENANCE ON FOUR GENERATORS	11/29/2021	2,009.00	0000091754
061-0000-55500-00	Galesburg Communications, Inc.	Replaced switch	11/29/2021	187.21	
061-0000-55500-00	Moore Tires, Inc	Tire Repair	11/29/2021	259.58	
061-0000-55700-00	AMP Electrical Services, Inc.	labor/materials to wire sump pump for Galesburg Water Dept	11/29/2021	2,040.27	
061-0000-55700-00	Royal Cleaning Services	11/21 Janitorial Services	11/29/2021	434.00	
061-0000-55700-00	Waste Management, Inc.	11/21 Service	11/29/2021	17.36	
061-0000-55700-00	Waste Management, Inc.	11/21 Service	11/29/2021	97.14	
061-0000-61500-00	Register Mail, Inc.	Water ads #00020710	11/29/2021	146.28	
061-0000-61700-00	Office Specialists, Inc.	USB drive	11/29/2021	208.63	
061-0000-65500-00	Galesburg Electric, Inc.	Fuse for M-3 motor cabinet	11/29/2021	956.25	
061-0000-66000-00	Core & Main	Meter supplies	11/29/2021	1,550.30	
061-0000-66000-00	Core & Main	Vlv bx riser	11/29/2021	89.18	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-66000-00	Core & Main	Ball corps	11/29/2021	1,081.53	
061-0000-66000-00	Core & Main	Dbl strap brnz saddle	11/29/2021	530.04	
061-0000-66000-00	Galesburg Builders Supply, Inc	PORTLAND CEMENT CONCRETE, CL SI - DELIVERED	11/29/2021	117.00	0000091831
061-0000-68500-00	Brenntag Mid-South, Inc	Drum Return	11/29/2021	-2,250.00	0000091824
061-0000-68500-00	Brenntag Mid-South, Inc	2021 Liquid Chlorine for Water Division as per bid. This is a bl	11/29/2021	3,913.50	0000091824
Subtotal for Divison: 0000				62,686.01	
Subtotal for Fund 061				62,686.01	
067-0000-10701-00	SpringbrookSoftware LLC	Springbrook FY22 annual mtce 67-55800	11/29/2021	4,456.83	0000092040
067-0000-20101-00	LINDA ASBURY	Refund Check 018950-053, 1831 E MAIN ST	11/23/2021	2.19	
067-0000-20101-00	LINDA ASBURY	Refund Check 018950-067, 443 N ACADEMY ST	11/23/2021	2.19	
067-0000-20101-00	BLAKEWELL PROPERTIES LLC	Refund Check 050212-004, 1318 N KELLOGG ST	11/23/2021	20.39	
067-0000-51000-00	SpringbrookSoftware LLC	10/21 Civic PayPad Fees	11/29/2021	67.13	
067-0000-51000-00	Knox County Records Office	10/21 Laredo	11/29/2021	22.00	
067-0000-59501-00	Knox County Landfill	10/21 Service	11/29/2021	28,770.32	
067-0000-59502-00	Waste Management, Inc.	11/21 Refuse Removal	11/29/2021	170,556.81	
Subtotal for Divison: 0000				203,897.86	
Subtotal for Fund 067				203,897.86	
078-0000-51000-00	James M Kelly, Attorney	09/21 Legal Service	11/29/2021	313.50	
078-0000-56534-00	Cottage Rehab and Sports Medicine	Work comp dos 9/14/21 #AA15957205	11/29/2021	257.00	
078-0000-56534-00	Cottage Rehab and Sports Medicine	Work comp dos 9/20/21 #AA15957205	11/29/2021	190.00	
078-0000-56534-00	Cottage Rehab and Sports Medicine	Work comp dos 9/24/21 #AA15957205	11/29/2021	211.00	
078-0000-56534-00	Cottage Rehab and Sports Medicine	Work comp dos 9/30/21 #AA15957205	11/29/2021	211.00	
078-0000-56534-00	Cottage Rehab and Sports Medicine	Work comp dos 10/05/21 #AA15957205	11/29/2021	211.00	
078-0000-56534-00	Cottage Rehab and Sports Medicine	Work comp dos 10/08/21 #AA15957205	11/29/2021	211.00	
078-0000-56534-00	Cottage Rehab and Sports Medicine	Work comp dos 10/19/21 #AA15957205	11/29/2021	211.00	
078-0000-56534-00	Cottage Rehab and Sports Medicine	Work comp dos 10/22/21 #AA15957205	11/29/2021	211.00	
078-0000-56534-00	Cottage Rehab and Sports Medicine	Work comp dos 10/27/21 #AA15957205	11/29/2021	211.00	
078-0000-56535-00	OSF Medical Group, Inc.	Work Comp DOS: 11.06.21 #P447860901	11/29/2021	260.76	
078-0000-56535-00	OSF Medical Group, Inc.	Work Comp DOS: 11.10.21 #P447860911	11/29/2021	51.75	
078-0000-56535-00	OSF St Mary Medical Center	Work Comp DOS: 09.19.21 #7828983100	11/29/2021	1,157.99	
078-0000-56535-00	Midwest Orthopaedic Center	Work Comp DOS: 11.15.21 #429051-010003	11/29/2021	197.56	
078-0000-56597-00	Dave Dunn's Auto Body, Inc.	Right roof rail repair #28	11/29/2021	300.00	
078-0000-56597-00	Stecker Graphics	Vinyl for police car	11/29/2021	691.24	

Account Number	Vendor	Description	Date	Amount	PO No
078-0000-56597-00	Galesburg Electric, Inc.	Supplies for repairs on Bickerdyke Bridge	11/29/2021	118.90	
		Subtotal for Divison: 0000		<u>5,015.70</u>	
		Subtotal for Fund 078		<u><u>5,015.70</u></u>	
		Report Total:		<u><u><u>735,260.89</u></u></u>	

Advance Checks and ACH Payments as of 11/30/2021

Check Date	Check #	Vendor Name	Description	Account #	Amount
11/10/2021	0	Patrick Kisler	Meals - Master Firearms Champgn P Kisler	001-0000-10706	111.00
11/10/2021	0	Nicholas Morrissey	Meals - Wk 10 Basic FF - N. Morrissey	001-0000-10706	155.00
11/10/2021	95642	Ameren Illinois	10/21 Electricity Acct 01147-55694	001-0000-20102	12,815.28
11/10/2021	95643	Illinois Power Marketing	10/21 Electricity Acct #226835321101	019-0000-20102	10,323.99
11/10/2021	95643	Illinois Power Marketing	10/21 Electricity Acct #226835321101	024-0000-20102	31.58
11/10/2021	95646	Secretary of State, Jesse White	License/Registration - Police Vehicle	001-0510-51000	158.00
11/10/2021	4043	J W Summy Contracting Corp.	DCEO RLF at 208 Division St	013-0000-83100	1,270.00
11/10/2021	95642	Ameren Illinois	10/21 Electricity Acct 01147-55694	019-0000-20102	1,763.18
11/10/2021	95643	Illinois Power Marketing	10/21 Electricity Acct #226835321101	020-0000-20102	661.89
11/10/2021	95643	Illinois Power Marketing	10/21 Electricity Acct #226835321101	001-0000-20102	6,145.20
11/10/2021	95643	Illinois Power Marketing	10/21 Electricity Acct #226835321101	030-0000-20102	814.74
11/10/2021	95644	Knox County Records Office	Record Quit Claim Deed 99-16-227-019	001-0160-51300	75.00
11/10/2021	95645	Knox County Records Office	29 Weed/Trash/Demo Liens (3 Lien Notices)	001-0160-51300	225.00
11/17/2021	0	Mike Hines	11/10 VB Officiating 4 games	019-1940-51400	80.00
11/17/2021	0	James Hartshorn	11/10 VB Officiating 4 games	019-1940-51400	80.00
11/18/2021	0	T TECH	10/21 UB ACH Fees	067-0000-51000	408.13
11/18/2021	0	T TECH	10/21 UB ACH Fees	061-0000-51000	816.27
11/18/2021	0	IMRF	10/21 IMRF Contributions	001-0000-20311	129,992.40
11/18/2021	0	Farmers & Mechanics Bank	10/21 F&M Bank Trust Fees	059-0000-51000	41.72
11/18/2021	0	Farmers & Mechanics Bank	10/21 F&M Bank Trust Fees	026-0000-51000	42.45
11/18/2021	0	Farmers & Mechanics Bank	10/21 F&M Bank Trust Fees	053-0000-51000	41.73
11/18/2021	0	Farmers & Mechanics Bank	10/21 F&M Bank Trust Fees	001-0205-51000	125.15
11/18/2021	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
11/18/2021	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
11/18/2021	0	BlueCross BlueShield of Illinois	12/21 Health Insurance Premium	078-0000-20315	349,707.54
11/18/2021	0	Farmers & Mechanics Bank	10/21 F&M Bank Trust Fees	019-1905-51000	4.17
11/18/2021	0	Farmers & Mechanics Bank	10/21 F&M Bank Trust Fees	061-0000-51000	41.73
11/18/2021	95703	Knox County Trustee Payment Account	Purch prop from Trustee 99-15-426-004	023-0000-10850	823.00
11/19/2021	0	Matthew Cain	Non Safety Toed Shoes	001-0605-67500	99.95
11/22/2021	0	Mike Hines	Officiating VB 4 game 11/17	019-1940-51400	80.00
11/22/2021	0	Dan Burgland	Officiating VB 3 games 11/17	019-1940-51400	60.00
11/22/2021	0	James Hartshorn	Officiating VB 4 games 11/17	019-1940-51400	80.00
11/23/2021	0	Bank of Montreal	Community Policing Halloween-candy Halloween events	001-0510-83100	288.84
11/23/2021	0	Bank of Montreal	Kaser Power Equip-Materials to maintain equip	001-0450-65500	72.69
11/23/2021	0	Bank of Montreal	CDWg-Rec'd 2 cameras	057-0000-61700	790.78

11/23/2021	0	Bank of Montreal	Amazon-ERC Movie	001-0120-58500	9.99
11/23/2021	0	Bank of Montreal	Amazon-Bump in bounce	019-1940-64000	11.46
11/23/2021	0	Bank of Montreal	IIMC-2022 IIMC dues for Gugliotta	001-0000-10701	115.00
11/23/2021	0	Bank of Montreal	Amazon-trash can	019-1955-66500	45.85
11/23/2021	0	Bank of Montreal	Glenns Radiator-Alignment #30	001-0510-62500	79.95
11/23/2021	0	Bank of Montreal	Amazon-trash can-ret'd due to damage	019-1955-66500	(45.85)
11/23/2021	0	Bank of Montreal	Chicago Tribune-monthly subscription	001-0110-55000	9.96
11/23/2021	0	Bank of Montreal	Amazon-Extension cord	001-0510-61000	8.99
11/23/2021	0	Bank of Montreal	TLO TransUnion-TLO Program Subscription	001-0510-55800	75.00
11/23/2021	0	Bank of Montreal	Walmart-Monster Egg Hunt craft kit supplies	019-1940-64000	4.15
11/23/2021	0	Bank of Montreal	Tractor Supply Co-gate wheels	019-1975-66000	29.98
11/23/2021	0	Bank of Montreal	Menards-Halloweendecor/lobby	001-0510-58500	29.99
11/23/2021	0	Bank of Montreal	Amazon-mouse pads	001-0510-61000	25.44
11/23/2021	0	Bank of Montreal	Coney Island-IT business lunch	001-0207-54500	33.09
11/23/2021	0	Bank of Montreal	Illinois Municipal League-IML handbook for Wallace	001-0105-61000	45.00
11/23/2021	0	Bank of Montreal	Amazon-plastic dinner plates	001-0510-61000	54.63
11/23/2021	0	Bank of Montreal	Country Inn & Suites-lodging N Lewis	001-0510-54500	408.48
11/23/2021	0	Bank of Montreal	Midstate (Filter Service)-Filter cleaining #584	019-1965-55500	12.00
11/23/2021	0	Bank of Montreal	Amazon-dividers for back room at Hathorne	019-1955-66500	242.00
11/23/2021	0	Bank of Montreal	Office Specialists-10/21 copier charges	067-0000-20102	31.38
11/23/2021	0	Bank of Montreal	GFOA-G.Osborn/B. Chockley GFOA dues	001-0000-10701	250.00
11/23/2021	0	Bank of Montreal	Menards-3/4 plywood	053-0000-66000	579.60
11/23/2021	0	Bank of Montreal	APWA Job Posting-Job post proj mngr position	001-0410-54500	325.00
11/23/2021	0	Bank of Montreal	SCW-4ea StarTech USB hups for MIS spare	001-0207-61700	203.04
11/23/2021	0	Bank of Montreal	Amazon-face masks	019-1955-67500	69.95
11/23/2021	0	Bank of Montreal	SHI-Bradley Hix iPad replace/Council spare iPad purch	001-0105-61700	1,378.00
11/23/2021	0	Bank of Montreal	Office Specialists-10/21 copier charges	061-0000-20102	337.18
11/23/2021	0	Bank of Montreal	USA Bluebook-TISAB	061-0000-68500	316.42
11/23/2021	0	Bank of Montreal	CBA Lighting-24 quartz lamps for main runway lights	020-0000-66000	547.48
11/23/2021	0	Bank of Montreal	Advance Auto Parts-Minor Tools	001-0450-66500	7.78
11/23/2021	0	Bank of Montreal	Amazon-returned staff shirt	001-0115-61000	(20.10)
11/23/2021	0	Bank of Montreal	Lowes-concrete for sign posts	019-1940-66000	5.96
11/23/2021	0	Bank of Montreal	Office Specialists-2 boxes hanging files/1 box file folders	030-0370-61000	44.45
11/23/2021	0	Bank of Montreal	Kelly Seed & Hardware-Bale of straw	061-0000-63500	14.95
11/23/2021	0	Bank of Montreal	Walmart-Sales tax	001-0000-10407	20.34
11/23/2021	0	Bank of Montreal	ILAWW-Fall regulatory udate (Virtual)-W Carl	061-0000-54500	72.00
11/23/2021	0	Bank of Montreal	EMP-batteries for AEDs	019-1905-67500	338.00
11/23/2021	0	Bank of Montreal	Pizza House-Lunch GASB87 Lease Summitt	001-0205-54500	10.42

11/23/2021	0	Bank of Montreal	HyVee-Hot dog buns	019-1920-64125	16.14
11/23/2021	0	Bank of Montreal	Menards-ret'd new shed material	053-0000-66000	(7.49)
11/23/2021	0	Bank of Montreal	Lowes-paint supplies/wall shelf/anchors	019-1950-66000	10.66
11/23/2021	0	Bank of Montreal	EMP-misc medical supplies	001-0605-68600	97.39
11/23/2021	0	Bank of Montreal	EMP-Misc medical supplies	001-0605-68600	336.00
11/23/2021	0	Bank of Montreal	Boxcar-lunch new council orientation-K. Wallace	001-0105-58500	43.50
11/23/2021	0	Bank of Montreal	Menards-Ret'd adhesive	014-0000-64500	(57.96)
11/23/2021	0	Bank of Montreal	Walmart-Paint supplies	019-1920-65500	5.28
11/23/2021	0	Bank of Montreal	Thompson-brake drum bolt unit	030-0370-62500	156.45
11/23/2021	0	Bank of Montreal	Amazon-giant volleyball	019-1940-64000	12.95
11/23/2021	0	Bank of Montreal	Amazon-gym tape for pickleball courts	019-1945-64000	23.96
11/23/2021	0	Bank of Montreal	Amazon-sanitizer test strips	019-1940-64125	9.05
11/23/2021	0	Bank of Montreal	Lowe's-Washer/Dryer for Brooks	001-0605-61800	2,129.00
11/23/2021	0	Bank of Montreal	Amazon-cardstock for mo passes for fixed route	030-0370-61000	69.19
11/23/2021	0	Bank of Montreal	Cooks & Co-Flowers W. Allen	001-0110-83100	48.50
11/23/2021	0	Bank of Montreal	Amazon-Nov craft night supplies	019-1940-64000	28.98
11/23/2021	0	Bank of Montreal	Wight Chevrolet-Seat Compressor #111	001-0450-62500	692.36
11/23/2021	0	Bank of Montreal	City Tech-Comparison site membership	001-0120-55000	390.00
11/23/2021	0	Bank of Montreal	US Cellular-09/21 Service	001-0000-20102	33.59
11/23/2021	0	Bank of Montreal	Amazon-face masks	019-1960-67500	69.95
11/23/2021	0	Bank of Montreal	Daybreak-Dsl for truck	061-0000-62510	112.28
11/23/2021	0	Bank of Montreal	Lowes-minor tools	001-0450-66500	318.90
11/23/2021	0	Bank of Montreal	Farm King-minor tools	001-0450-66500	80.82
11/23/2021	0	Bank of Montreal	Amazon-bulletin board	019-1955-66500	73.98
11/23/2021	0	Bank of Montreal	Menards-galvanized nipples	061-0000-66000	70.02
11/23/2021	0	Bank of Montreal	MyElite Products-1/2 credenza shell	030-0320-61800	75.92
11/23/2021	0	Bank of Montreal	Illinois Tollway-toll Lewis training travel	001-0510-54500	3.60
11/23/2021	0	Bank of Montreal	Advance Auto Parts-Motor Vehicle Supplies	001-0450-62500	42.08
11/23/2021	0	Bank of Montreal	Menards-shop material	053-0000-66000	19.48
11/23/2021	0	Bank of Montreal	Walmart-nails for craft program	019-1940-64000	8.80
11/23/2021	0	Bank of Montreal	HyVee-21-09 kitchen supplies	021-0000-68000	66.96
11/23/2021	0	Bank of Montreal	Webber Rental & Supply-Self leveling caulk	014-0000-66000	129.20
11/23/2021	0	Bank of Montreal	DvnDNS.com-DYN Standard DNS Renewal (1 mo)	001-0207-55800	5.00
11/23/2021	0	Bank of Montreal	Menards-lag screws/washers	019-1915-65500	7.11
11/23/2021	0	Bank of Montreal	Menards-FRP gray 4X8/walls	053-0000-66000	485.31
11/23/2021	0	Bank of Montreal	Progressive Dynamics-Charger #54	001-0605-62500	477.00
11/23/2021	0	Bank of Montreal	Illinois Tollway-toll Lewis training travel	001-0510-54500	1.90
11/23/2021	0	Bank of Montreal	Menards-ret'd dbl plate rafter	053-0000-66000	(5.28)

11/23/2021	0	Bank of Montreal	Wilson Paper-PSQ Cleaner	001-0445-63000	104.48
11/23/2021	0	Bank of Montreal	Menards-Mini shed for indoor toys storage	019-1940-66500	399.00
11/23/2021	0	Bank of Montreal	Westin Chicago Northwest-lodging McLaughlin/Smith Homicide Conf	001-0510-54500	336.89
11/23/2021	0	Bank of Montreal	Choose Chicago-Michigan Ave bus trip brochures	019-1940-64000	31.00
11/23/2021	0	Bank of Montreal	Walmart-pumpkin for fall program	019-1940-64000	9.92
11/23/2021	0	Bank of Montreal	HyVee-ERC lunch/First shift	001-0120-58500	294.03
11/23/2021	0	Bank of Montreal	Farm King-Jack #526	019-1915-62500	56.68
11/23/2021	0	Bank of Montreal	HyVee-treats & supplies for Lake Cleanup Day	019-1915-68000	35.41
11/23/2021	0	Bank of Montreal	At-A-Glance-2022 Planner refills for Robert & Rory	001-0306-61000	86.00
11/23/2021	0	Bank of Montreal	Amazon-Face masks	019-1935-59300	69.95
11/23/2021	0	Bank of Montreal	Comcast-10/21 HD Technology Fee #20-29	021-0000-54000	9.95
11/23/2021	0	Bank of Montreal	Walmart-snacks NHW/Candy Halloween Events	001-0510-83100	274.26
11/23/2021	0	Bank of Montreal	Verizon Wireless-09/21 Service	001-0000-20102	1,376.96
11/23/2021	0	Bank of Montreal	Lowes-shop material	053-0000-66000	1,010.57
11/23/2021	0	Bank of Montreal	Amazon-camera batteries/squad cameras	001-0510-61000	8.72
11/23/2021	0	Bank of Montreal	Office Specialists-10/21 copier charges	019-0000-20102	178.95
11/23/2021	0	Bank of Montreal	Sherwin Williams-Hydrant paint	061-0000-66000	141.44
11/23/2021	0	Bank of Montreal	SCW-Galesburg water plant UPS battery replace	061-0000-61700	153.93
11/23/2021	0	Bank of Montreal	CBA Lighting-30W bulbs for runway	020-0000-66000	454.28
11/23/2021	0	Bank of Montreal	HyVee-Hot dog buns	019-1920-64125	30.37
11/23/2021	0	Bank of Montreal	Amazon-2 scandisk 2TB solid state drivers for inv	016-0000-61700	579.98
11/23/2021	0	Bank of Montreal	Sling-timeclock & scheduling app	019-1905-55800	104.83
11/23/2021	0	Bank of Montreal	Allegra-Banner for Stuff the Bus	030-0320-51500	88.12
11/23/2021	0	Bank of Montreal	HyVee-cake,drinks,ice/Linda retire party	001-0510-58500	72.95
11/23/2021	0	Bank of Montreal	Go Van Goh's-Clothing embroidery	001-0115-61000	45.00
11/23/2021	0	Bank of Montreal	Chamber of Commerce-Thanksgiving luncheon/Hovind	001-0605-54500	25.00
11/23/2021	0	Bank of Montreal	Menards-shop material	053-0000-66000	212.34
11/23/2021	0	Bank of Montreal	Farm King-Trash can/Armor all wipes	019-1965-65500	49.98
11/23/2021	0	Bank of Montreal	Kaser Power Equip-Material to maintain equip	001-0450-65500	133.27
11/23/2021	0	Bank of Montreal	Menards-Paint supplies	030-0370-66500	29.86
11/23/2021	0	Bank of Montreal	ScreenConnect-Tax	001-0000-10407	62.97
11/23/2021	0	Bank of Montreal	Menards-Halloween decor/lobby	001-0510-58500	114.32
11/23/2021	0	Bank of Montreal	Google Ads-Ads	019-1905-51500	473.03
11/23/2021	0	Bank of Montreal	Chamber of Commerce-Thanksgiving luncheon/Bennewitz & Gugliotta	001-0115-54500	50.00
11/23/2021	0	Bank of Montreal	Grammarly-3 mo subscription	001-0110-55800	59.95
11/23/2021	0	Bank of Montreal	Amazon-Face masks	001-0510-67500	59.15
11/23/2021	0	Bank of Montreal	S & S Industrial Supply-Brake cleaner, batteries, etc	001-0445-63000	140.56
11/23/2021	0	Bank of Montreal	Disney World-Fraud Charge	030-0000-10407	381.25

11/23/2021	0	Bank of Montreal	Menards-walkie talkies/batteries	001-0410-64800	117.94
11/23/2021	0	Bank of Montreal	Walmart-Treats for ERC movie	001-0120-58500	34.54
11/23/2021	0	Bank of Montreal	Chamber of Commerce-Thanksgiving luncheon/Nolden	001-0145-54500	25.00
11/23/2021	0	Bank of Montreal	US Cellular-09/21 Service	019-0000-20102	67.18
11/23/2021	0	Bank of Montreal	USPS-Stamps	030-0370-53000	46.40
11/23/2021	0	Bank of Montreal	Acme Tools-100' tape measures, step drill bits	061-0000-66500	212.82
11/23/2021	0	Bank of Montreal	Lowes-paint supplies	019-1950-66000	25.08
11/23/2021	0	Bank of Montreal	Menards-shelf clips	001-0450-61000	3.49
11/23/2021	0	Bank of Montreal	Holt Supply-pvc coupling	019-1915-65500	4.85
11/23/2021	0	Bank of Montreal	Quasthoff's Flowers-Refunded by Fire Fighters Pension fund	001-0000-10407	65.50
11/23/2021	0	Bank of Montreal	Lowes-concrete anchors	019-1950-66000	6.78
11/23/2021	0	Bank of Montreal	Walmart-water filters	061-0000-83100	3,161.76
11/23/2021	0	Bank of Montreal	Menards-RV anti freeze	019-1915-65500	80.70
11/23/2021	0	Bank of Montreal	Lowe's-screw for plywood	053-0000-66000	40.74
11/23/2021	0	Bank of Montreal	Reflective Apparel-Safety shirts	061-0000-67500	125.04
11/23/2021	0	Bank of Montreal	SHI-streets wall rack/pt of fiber cross connect reconfi proj	001-0207-61700	448.75
11/23/2021	0	Bank of Montreal	Menards-shop material	053-0000-66000	413.18
11/23/2021	0	Bank of Montreal	Pekin Life Ins Co-11/21 Life Ins Prem	001-0510-47500	122.10
11/23/2021	0	Bank of Montreal	Lowes-paper towels,household batteries	061-0000-65500	72.46
11/23/2021	0	Bank of Montreal	Quadient-01/22 Postage machine lease	001-0000-10701	211.58
11/23/2021	0	Bank of Montreal	HyVee-Hot dog buns	019-1920-64125	37.30
11/23/2021	0	Bank of Montreal	Thompson-Elbow hose for bus	030-0370-62500	47.60
11/23/2021	0	Bank of Montreal	Interstate Battery-Batteries for barricade lights	014-0000-64500	396.00
11/23/2021	0	Bank of Montreal	USA Bluebook-Float switches	061-0000-65500	280.35
11/23/2021	0	Bank of Montreal	IACP-2022 IACP Membership-Idle	001-0000-10701	265.00
11/23/2021	0	Bank of Montreal	Chamber of Commerce-Thanksgiving luncheon/Oligney-Estill	019-1905-54500	25.00
11/23/2021	0	Bank of Montreal	Grainger-wall hydrant repair kit	019-1950-66000	55.87
11/23/2021	0	Bank of Montreal	Scott Equip-2 cycle oil for trimmers, saws, etc	019-1915-65500	94.11
11/23/2021	0	Bank of Montreal	Vistaprint-signage for batting cage	019-1945-66000	66.25
11/23/2021	0	Bank of Montreal	Pekin Life Ins Co-11/21 Life Ins Prem	001-0605-47500	122.10
11/23/2021	0	Bank of Montreal	Amazon-Office supplies	001-0115-61000	5.99
11/23/2021	0	Bank of Montreal	IIMC-2022 IIMC dues for Bennewitz	001-0000-10701	215.00
11/23/2021	0	Bank of Montreal	People's-Mouse traps	001-0605-65000	4.99
11/23/2021	0	Bank of Montreal	Acushnet-Merchandise for resale	019-1920-64000	61.52
11/23/2021	0	Bank of Montreal	O'Reilly-Wax to mntn vehicles	001-0605-65500	83.94
11/23/2021	0	Bank of Montreal	Charles Schultz SnapOn-tamper-proof sockets	061-0000-66500	75.20
11/23/2021	0	Bank of Montreal	10/21 CC Chrgs-Library	001-0000-10407	4,735.68
11/23/2021	0	Bank of Montreal	Verizon Wireless-09/21 Service	019-0000-20102	153.76

11/23/2021	0	Bank of Montreal	AC McCartney-Filter #584	019-1965-62500	110.78
11/23/2021	0	Bank of Montreal	Dollar Tree-Monster Egg Hunt craft kit supplies	019-1940-64000	19.00
11/23/2021	0	Bank of Montreal	EMP-Misc medical supplies	001-0605-68600	44.57
11/23/2021	0	Bank of Montreal	Amazon-Office supplies	001-0115-61000	43.76
11/23/2021	0	Bank of Montreal	Amazon-magnet tape for labels	019-1905-61000	6.76
11/23/2021	0	Bank of Montreal	Amazon-toilet paper holder	001-0450-61000	26.10
11/23/2021	0	Bank of Montreal	Zoro-Evidence Cans	001-0605-66500	71.68
11/23/2021	0	Bank of Montreal	Quadient-01/22 Postage machine lease	061-0000-10701	56.42
11/23/2021	0	Bank of Montreal	Verizon Wireless-09/21 Service	001-0000-20102	5.16
11/23/2021	0	Bank of Montreal	Verizon Wireless-09/21 Service	016-0000-20102	1.72
11/23/2021	0	Bank of Montreal	Farm King-Set screws/tools	061-0000-66500	18.57
11/23/2021	0	Bank of Montreal	OTC-Monster Egg Hunt craft kit supplies	019-1940-64000	16.02
11/23/2021	0	Bank of Montreal	Amazon-pens	001-0205-61000	38.91
11/23/2021	0	Bank of Montreal	Lowes-Lumber for forms	014-0000-66000	63.94
11/23/2021	0	Bank of Montreal	Dollar Tree-Halloween decor/lobby	001-0510-58500	34.00
11/23/2021	0	Bank of Montreal	Badge Frame, Inc-Retirement name plate D Williams	001-0510-58500	20.00
11/23/2021	0	Bank of Montreal	Comcast-10/21 Internet	001-0205-54000	30.00
11/23/2021	0	Bank of Montreal	Farm King-Trigger start torch	019-1965-66500	113.47
11/23/2021	0	Bank of Montreal	HyVee-21-09 kitchen supplies	021-0000-68000	77.74
11/23/2021	0	Bank of Montreal	Amazon-fiber cleaning fluid/slice fiber optic cable	001-0207-61700	25.00
11/23/2021	0	Bank of Montreal	Peoples-LP tanks filled	001-0605-65500	38.40
11/23/2021	0	Bank of Montreal	Menards-pump for finished water sample	061-0000-66000	235.99
11/23/2021	0	Bank of Montreal	Menards-New shop material	053-0000-66000	398.82
11/23/2021	0	Bank of Montreal	Wilson Paper-hand soap	001-0450-65000	69.92
11/23/2021	0	Bank of Montreal	S & S Industrial Supply-Brake cleaner	001-0445-63000	83.73
11/23/2021	0	Bank of Montreal	Menards-GFCI outlets for contact tanks	061-0000-66000	49.80
11/23/2021	0	Bank of Montreal	Terminal Supply-connectors, etc	001-0445-63000	270.11
11/23/2021	0	Bank of Montreal	Quadient-11/21-12/21 Postage machine lease	001-0160-88300	423.16
11/23/2021	0	Bank of Montreal	Amazon-face masks	019-1945-67500	69.95
11/23/2021	0	Bank of Montreal	MyElite Products-1/2 credenza shell	030-0370-66500	75.92
11/23/2021	0	Bank of Montreal	Business Systems Connect-Incorrectly shipped Planet equip	001-0000-10407	1,215.52
11/23/2021	0	Bank of Montreal	Advance Auto Parts-Materials to maintain equip	001-0450-65500	22.98
11/23/2021	0	Bank of Montreal	Amazon-dry erase board for lifeguard office	019-1950-61800	58.50
11/23/2021	0	Bank of Montreal	Office Specialists-10/21 copier charges	078-0000-20102	39.47
11/23/2021	0	Bank of Montreal	LexisNexis-Legal research subscription	001-0145-55800	82.40
11/23/2021	0	Bank of Montreal	Inquirehire-Background Check-Finance	078-0000-51000	52.00
11/23/2021	0	Bank of Montreal	DvnDNS.com-Managed DNS Express 5 renewal (1 mo)	001-0207-55800	24.00
11/23/2021	0	Bank of Montreal	USA Blue Book-Grease/lube/curb box key	061-0000-66500	325.65

11/23/2021	0	Bank of Montreal	Ipass-Remove prepaid Ipass chrgs	001-0000-10713	(13.05)
11/23/2021	0	Bank of Montreal	HyVee-Hot dog buns	019-1920-64125	15.32
11/23/2021	0	Bank of Montreal	Amazon-special event directional arrow signs	019-1905-51500	37.99
11/23/2021	0	Bank of Montreal	Westin Chicago Northwest-lodging McLaughlin/Smith Homicide Conf	001-0510-54500	93.80
11/23/2021	0	Bank of Montreal	Phillips 66-Diesel Tank & Gas	061-0000-62510	190.38
11/23/2021	0	Bank of Montreal	Lock & Key-keys for cabinets at transit	030-0370-61000	149.50
11/23/2021	0	Bank of Montreal	Holt Supply-PVC pipe for storm sewer	014-0000-66000	1,366.67
11/23/2021	0	Bank of Montreal	UPS Store-Return rented training material	030-0370-53000	16.79
11/23/2021	0	Bank of Montreal	Menards-Concrete block	030-0370-66000	7.00
11/23/2021	0	Bank of Montreal	Sto-Cote products-ice rink refund discount code	019-1915-66000	(34.69)
11/23/2021	0	Bank of Montreal	Amazon-marketing/directional signage	019-1905-51500	65.02
11/23/2021	0	Bank of Montreal	HyVee-21-09 kitchen supplies	021-0000-68000	72.55
11/23/2021	0	Bank of Montreal	Blueline/Redform-2022 Planner refill for Rich	001-0306-61000	71.59
11/23/2021	0	Bank of Montreal	Menards-Magnet Hook for Stuff the Bus	030-0000-61000	39.88
11/23/2021	0	Bank of Montreal	Walmart-water	019-1940-64125	5.98
11/23/2021	0	Bank of Montreal	Lowes-materials to mntn equip	001-0450-65500	60.87
11/23/2021	0	Bank of Montreal	Amazon-crossing guard jacket	001-0525-67500	61.45
11/23/2021	0	Bank of Montreal	Menards-Tarp for dirt for forestry	019-1975-66000	54.99
11/23/2021	0	Bank of Montreal	10/21 CC Chrgs-ETSB	001-0000-10407	2,542.84
11/23/2021	0	Bank of Montreal	Allegra-Banner for Stuff the Bus	030-0370-51500	88.13
11/23/2021	0	Bank of Montreal	Lowes-concrete for sign posts	019-1940-66000	11.92
11/23/2021	0	Bank of Montreal	Menards-New shop material	053-0000-66000	2,721.35
11/23/2021	0	Bank of Montreal	Lowe's-3.5 gal FRP Greenchoice	014-0000-64500	227.92
11/23/2021	0	Bank of Montreal	AC McCartney-Blade joint fuel filter #356	020-0000-62500	296.83
11/23/2021	0	Bank of Montreal	Landmark-Admin ERC lunch	001-0120-58500	40.00
11/23/2021	0	Bank of Montreal	SCW-10ea Sabrent USB external stereo adapters-MIS spares	001-0207-61700	86.70
11/23/2021	0	Bank of Montreal	Galesburg Electric-fan motor for well	061-0000-65500	213.19
11/23/2021	0	Bank of Montreal	Kaser Power Equip-Materials to maintain equip	001-0450-65500	257.57
11/23/2021	0	Bank of Montreal	Sto-Cote products-ice rink liner	019-1915-66000	796.06
11/23/2021	0	Bank of Montreal	Allegra-Ship back Demo Access Point	001-0207-53000	14.15
11/23/2021	0	Bank of Montreal	Sabre Aerosol ProjTrain-Virtual chem aeros McLaughlin/Smith	001-0510-69000	150.00
11/23/2021	0	Bank of Montreal	Comcast-10/21 Internet	001-0207-54000	454.85
11/23/2021	0	Bank of Montreal	Amazon-Work clothes returned	001-0115-61000	(13.92)
11/23/2021	0	Bank of Montreal	Galesburg Electric-Pipe cutter	061-0000-66500	172.50
11/23/2021	0	Bank of Montreal	Chamber of Commerce-Thanksgiving luncheon/Idle & Hostens	001-0510-54500	50.00
11/23/2021	0	Bank of Montreal	Lowe's-screw	053-0000-66000	60.60
11/23/2021	0	Bank of Montreal	Lowes-Plywood	019-1965-65500	45.50
11/23/2021	0	Bank of Montreal	Liebers Boxcar Express-food/Linda retire party	001-0510-58500	330.75

11/23/2021	0	Bank of Montreal	Lowes-minor tools	001-0450-66500	91.42
11/23/2021	0	Bank of Montreal	Quadient-11/21-12/21 postage machine lease	019-1905-88300	28.20
11/23/2021	0	Bank of Montreal	Comcast-10/21 AV Room Cable	001-0207-54000	5.99
11/23/2021	0	Bank of Montreal	Lowe's-Tax refund	001-0605-65500	(3.04)
11/23/2021	0	Bank of Montreal	Phillips 66-Gas	061-0000-62510	94.55
11/23/2021	0	Bank of Montreal	Menards-New shop material	053-0000-66000	981.07
11/23/2021	0	Bank of Montreal	Comcast-10/21 Internet	019-1965-54000	62.95
11/23/2021	0	Bank of Montreal	S & S Industrial Supply-Washer fluid	001-0000-10801	136.90
11/23/2021	0	Bank of Montreal	Scott Equip-Refund for dbl charge	019-1965-65500	(2.74)
11/23/2021	0	Bank of Montreal	IL Fire & Police Comm Assoc-Annual membership	001-0505-55000	375.00
11/23/2021	0	Bank of Montreal	HyVee-21-09 kitchen supplies	021-0000-68000	47.53
11/23/2021	0	Bank of Montreal	Lowes-Paint supplies	030-0370-61000	37.44
11/23/2021	0	Bank of Montreal	Harvey Bros-Solemoids	001-0000-10801	101.07
11/23/2021	0	Bank of Montreal	Chamber of Commerce-Thanksgiving luncheon/Gugliotta	001-0305-54500	25.00
11/23/2021	0	Bank of Montreal	Motion Industries-Seal kit for motor coupling	061-0000-65500	79.59
11/23/2021	0	Bank of Montreal	Menards-leather gloves	019-1975-67500	29.98
11/23/2021	0	Bank of Montreal	Verizon Wireless-09/21 Service	061-0000-20102	23.06
11/23/2021	0	Bank of Montreal	Quadient-11/21-12/21 Postage machine lease	061-0000-88300	112.84
11/23/2021	0	Bank of Montreal	Menards-Oct craft night supplies	019-1940-64000	7.98
11/23/2021	0	Bank of Montreal	Disney World-Fraud Charge reversed	030-0000-10407	(381.25)
11/23/2021	0	Bank of Montreal	Quadient-01/22 Postage machine lease	019-0000-10701	14.10
11/23/2021	0	Bank of Montreal	Menards-shop material	053-0000-66000	12.97
11/23/2021	0	Bank of Montreal	US Cellular-09/21 Service	061-0000-20102	335.05
11/23/2021	0	Bank of Montreal	Lowes-insulated sheating	019-1960-66000	14.58
11/23/2021	0	Bank of Montreal	Transact-Office supplies	001-0115-61000	49.63
11/23/2021	0	Bank of Montreal	Amazon-Apple lighting to digital ave adapter	001-0550-61700	41.98
11/23/2021	0	Bank of Montreal	Thompson West Publishing-West Law books	001-0510-67000	950.00
11/23/2021	0	Bank of Montreal	International Code Council-Purch 2021 ed of International Codes	001-0306-67000	1,121.83
11/23/2021	0	Bank of Montreal	Amazon-Refund-Undeliv-nature program supplies/compasses	019-1940-64000	(14.98)
11/23/2021	0	Bank of Montreal	Menards-silicone caulk	019-1915-65500	4.19
11/23/2021	0	Bank of Montreal	Fastenal-Bolt #54	001-0605-62500	33.64
11/23/2021	0	Bank of Montreal	Amazon-Refund-Undeliv-special event directional arrow signs	019-1905-51500	(37.99)
11/23/2021	0	Bank of Montreal	Paypal-JookSMS-10/21 mass texting service mo sub	078-0000-55800	100.00
11/23/2021	0	Bank of Montreal	Thompson-water outlet tube	030-0370-62500	73.15
11/23/2021	0	Bank of Montreal	Amazon-Monster Egg Hunt-craft kit supplies	019-1940-64000	40.98
11/23/2021	0	Bank of Montreal	Quickscores-scheduling for mens fall softball	019-1940-55800	63.00
11/23/2021	0	Bank of Montreal	Inquirehire-Background cks/Transit empl	078-0000-51000	116.00
11/23/2021	0	Bank of Montreal	JJ Keller-Tax Refund	001-0000-10407	(6.92)

11/23/2021	0	Bank of Montreal	Acushnet-Merchandise for resale	019-1920-64000	47.20
11/23/2021	0	Bank of Montreal	Walmart-Oct craft night supplies	019-1940-64000	14.93
11/23/2021	0	Bank of Montreal	Menards-door sweep/door threshold	019-1915-66000	35.95
11/23/2021	0	Bank of Montreal	Amazon-marketing/directional signage	019-1905-51500	65.97
11/23/2021	0	Bank of Montreal	Office Specialists-10/21 copier charges	001-0000-20102	2,451.51
11/23/2021	0	Bank of Montreal	Menards-Fan & Air freshner	030-0370-61000	59.69
11/23/2021	0	Bank of Montreal	Cutting Edge-weed eater parts	061-0000-65500	37.85
11/23/2021	0	Bank of Montreal	Amazon-toys	019-1940-64000	19.76
11/23/2021	0	Bank of Montreal	Chamber of Commerce-Thanksgvng lunch/Schwartzman & Smith-Esters	001-0105-54500	56.00
11/23/2021	0	Bank of Montreal	Menards-return joist hanger	053-0000-66000	(10.47)
11/23/2021	0	Bank of Montreal	Todoist Pro Monthly-monthly subscription	001-0110-55800	4.00
11/23/2021	0	Bank of Montreal	Amazon-Dodge balls	019-1940-64000	29.99
11/23/2021	0	Bank of Montreal	UPS Delivery-Mings mailed package	001-0510-53000	10.49
11/23/2021	0	Bank of Montreal	USA Bluebook-Door knob hangers	061-0000-61000	103.83
11/23/2021	0	Bank of Montreal	Amazon-Halloween decor/lobby	001-0510-58500	35.95
11/23/2021	0	Bank of Montreal	Menards-Paint supplies	019-1920-65500	17.66
11/23/2021	0	Bank of Montreal	Holt-PVC	014-0000-66000	14.59
11/23/2021	0	Bank of Montreal	Illinois Homicide Conf-registration McLaughlin/Smith	001-0510-54500	450.00
11/23/2021	0	Bank of Montreal	Menards-Paint supplies	030-0370-66000	8.42
11/23/2021	0	Bank of Montreal	HyVee-21-09 kitchen supplies	021-0000-68000	47.97
11/23/2021	0	Bank of Montreal	Holt Supply Co-galvanized nipples	061-0000-66000	25.34
11/23/2021	0	Bank of Montreal	Schulte Supply-marking flags	061-0000-66000	438.00
11/23/2021	0	Bank of Montreal	ScreenConnect-Annual Renewal	001-0207-55800	1,007.49
11/23/2021	0	Bank of Montreal	FreshDesk-MIS HelpDesk support system	001-0207-55800	87.00
11/23/2021	0	Bank of Montreal	Amazon-Oct craft night supplies	019-1940-64000	5.99
11/23/2021	0	Bank of Montreal	Amazon-Returned paper cutter	001-0115-61000	(44.78)
11/23/2021	0	Bank of Montreal	HyVee-21-09 kitchen supplies	021-0000-68000	192.43
11/23/2021	0	Bank of Montreal	Comcast-10/21 Cable	001-0630-54000	15.00
11/23/2021	0	Bank of Montreal	HyVee-bottled water for council mtgs	001-0105-61000	11.98
11/23/2021	0	Bank of Montreal	In Bedwell Farm Equip-Used, bell crank for sickle bar mower	019-1915-65500	410.00
11/23/2021	0	Bank of Montreal	Amazon-command hooks	001-0550-61000	47.96
11/23/2021	0	Bank of Montreal	Amazon-Oct craft night supplies	019-1940-64000	4.68
11/23/2021	0	Bank of Montreal	Amazon-Office supplies	001-0115-61000	91.28
11/23/2021	0	Bank of Montreal	Farm King-tordon	061-0000-62510	51.98
11/23/2021	0	Bank of Montreal	Office Specialists-10/21 copier charges	030-0000-20102	100.52
11/23/2021	0	Bank of Montreal	Chamber of Commerce-Thanksgvng lunch/Thompson	001-0110-54500	28.00
11/23/2021	0	Bank of Montreal	Midstate (Filter Service)-Filter cleaining #507	019-1915-55500	22.00
11/23/2021	0	Bank of Montreal	USA Bluebook-Hydrant paint	061-0000-66000	76.30

11/23/2021	0	Bank of Montreal	Amazon-Refund-Undeliv-Mobile playground toys/books	019-1940-64000	(54.41)
11/23/2021	0	Bank of Montreal	Amazon-Halloween decorations	001-0510-83100	29.93
11/23/2021	0	Bank of Montreal	Airgas-Oxygen Acetylene	001-0445-63000	197.82
11/23/2021	0	Bank of Montreal	Amazon-tennis balls	019-1940-64000	164.18
11/23/2021	0	Bank of Montreal	Farm King-gate for Pickard Road brush site	019-1975-66000	339.99
11/23/2021	0	Bank of Montreal	Amazon-Refund-Undeliv-general program supplies/scissors	019-1940-64000	(9.99)
11/23/2021	0	Bank of Montreal	Farm King-Driveway markers	020-0000-66000	27.39
11/23/2021	0	Bank of Montreal	Lowes-carbide saw blade	019-1915-65500	39.98
11/23/2021	0	Bank of Montreal	Harvey Bros-Starter #579	019-1905-62500	102.00
11/23/2021	0	Bank of Montreal	Menards-drill bits, etc	014-0000-64500	178.70
11/23/2021	0	Bank of Montreal	Walmart-tablecloth/Linda retire party	001-0510-58500	11.70
11/23/2021	0	Bank of Montreal	Peoples-Premixed fuel	001-0605-65500	20.97
11/23/2021	0	Bank of Montreal	Permvault-keys for vault	030-0320-61000	75.67
11/23/2021	0	Bank of Montreal	Ipass-Refund/Ipass devices	001-0000-10502	(20.00)
11/23/2021	0	Bank of Montreal	Amazon-paper shredder & lubricant	019-1905-61000	213.99
11/23/2021	0	Bank of Montreal	Frontier Communications-Water treatment plant phone & internet	061-0000-54000	329.77
11/23/2021	0	Bank of Montreal	Menards-Paint for spillway walls	019-1915-66000	286.00
11/23/2021	0	Bank of Montreal	Webber Rental & Supply-saw blade	001-0450-65500	82.76
11/23/2021	0	Bank of Montreal	Lowe's-materials to mntn equip	001-0605-65500	37.80
11/23/2021	0	Bank of Montreal	Comcast-10/21 IDOT Modem	001-0000-10407	108.35
11/23/2021	0	Bank of Montreal	UPS Store-oil samples & part return	030-0370-53000	77.25
11/23/2021	0	Bank of Montreal	HyVee-brkfst new council orientation-K Wallace	001-0105-58500	11.73
11/23/2021	0	Bank of Montreal	Comcast-10/21 Cable	001-0510-54000	19.90
11/23/2021	0	Bank of Montreal	Menards-USB ports for mic hardhats forestry	019-1975-66500	15.94
11/23/2021	0	Bank of Montreal	UPS-return unused entry level police tests	001-0505-53000	11.37
11/23/2021	0	Bank of Montreal	Menards-Adhesive	014-0000-64500	57.96
11/23/2021	0	Bank of Montreal	Sto-Cote products-Refund	019-1915-66000	(41.19)
11/23/2021	0	Bank of Montreal	Menards-paint supplies	019-1920-65500	45.13
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0110-47500	82.20
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0115-47500	72.00
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0207-47500	61.20
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0145-47500	18.00
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0120-47500	63.31
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0205-47500	208.50
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0445-47500	36.00
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0306-47500	165.66
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0550-47500	39.60
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0510-47500	381.60

11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0410-47500	90.15
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0450-47500	63.00
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0605-47500	216.00
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	001-0305-47500	19.86
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	023-0000-47500	5.40
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	014-0000-47500	72.00
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	017-0000-47500	10.80
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	030-0320-47500	54.00
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	030-0370-47500	54.00
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	019-1920-47500	72.00
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	024-0000-47500	31.38
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	061-0000-47500	205.65
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	078-0000-47500	21.44
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	020-0000-47500	7.20
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	067-0000-47500	1.80
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	019-1905-47500	162.75
11/24/2021	0	Dearborn National Life Insurance	12/21 Life Insurance Premiums	018-0000-47500	46.80
11/24/2021	0	Dearborn National Life Insurance	12/21 Vision Insurance Premiums	078-0000-20315	2,972.18
11/24/2021	0	Illinois Department of Revenue	10/21 Sales Tax	019-1925-84000	20.00
11/24/2021	0	Illinois Department of Revenue	10/21 Sales Tax	019-1920-84000	722.00
11/24/2021	0	Illinois Department of Revenue	10/21 Sales Tax	019-1940-84000	56.00
1/24/2021	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
11/29/2021	95704	Roger Underwood & Deb German	Mr/Mrs Claus - Candyland Ball	019-1940-51400	150.00
11/29/2021	95705	Tommy Russell	Square Dance Caller - Candyland Ball	019-1940-51400	125.00
				Grand Total	\$ 585,965.13

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 15, 2021**

AGENDA ITEM: Adjustment of various rates and fees collected by the City

SUMMARY RECOMMENDATION: The City Manager; Director of Planning; and Director of Finance & Information Systems recommend the approval of the various rates and fees.

BACKGROUND: One of the goals of City Council's discussed in fiscal year 2012 was to have Administration evaluate rates and fees to ensure cost-recovery but to avoid the rates/fees being a barrier. As part of the fiscal year 2022 budget process, the Council is provided with the fee changes that are recommended in the Master Revenue Fee Schedule. The schedule provides a list of recommended changes which includes various licenses, recreation fees, water fees and refuse fee. If approved by City Council, it is recommended that the rate and fee change become effective on January 1, 2022.

BUDGET IMPACT: The rate and fee will be budgeted for fiscal year 2022 and will become effective January 1, 2022.

SUPPORTING DOCUMENTS:

1. Summary Master Revenue Fee Schedule Changes
2. Ordinance Amendments Concerning Applicable Fees

CITY OF GALESBURG
2022 MASTER REVENUE FEE SCHEDULE
EXHIBIT A

Fund #	Acct #	Revenue Source	Notes	Dept.	Municipal Code	Last Change (fiscal year)	Current Fee Amount	Recommended Fee Amount	\$ Change	% Change	Additional Notes
1	31900	Towing Company License		City Clerk		2018	75.00	100.00	25.00	33.3%	7 tow companies
1	31050	Excavator License		City Clerk		2018	75.00	100.00	25.00	33.3%	
1	31900	Sidewalk Café License		City Clerk	111.119	2020	75.00	100.00	25.00	33.3%	
1	31050	Tree Service Contractor registration fee annual		City Clerk	116.030	2018	75.00	100.00	25.00	33.3%	
1	31040	Any person, partnership or corporation desiring to become a registered contractor shall first pay a registration fee of \$75-\$100.		City Clerk	150.002C(2)	2018	75.00	100.00	25.00	33.3%	250 general contractors
1	31055	Demolition contractor license		City Clerk	150.036ch	2018	75.00	100.00	25.00	33.3%	11 demo contractors
1	31050	Electric Contractor License		City Clerk	150.084 & 150.089	2018	75.00	100.00	25.00	33.3%	9 electrical contractors
1	31045	Heating contractor license		City Clerk	150.127a	2018	75.00	100.00	25.00	33.3%	30 HVAC contractors
19	33389	Shelters, gazebos and recreation structures such as fishing piers, grass area for pictures, etc. reservation		Park & Rec		2020	35.00	40.00	5.00	14.3%	
19	33353	Lake Storey boat rental per hour	Lake Storey	Park & Rec		2020	9.00	10.00	1.00	11.1%	Minimum wage increase
19	33360	Hawthorne gym rental per hour	Hawthorne gym	Park & Rec		2017	35.00	40.00	5.00	14.3%	Minimum wage increase
19	33363	Hawthorne pool rental fee --35 swimmers or less per hour	Hawthorne pool	Park & Rec		2019	80.00	90.00	10.00	12.5%	
19	33363	Hawthorne pool rental fee - -36-75 swimmers	Hawthorne pool	Park & Rec		2019	120.00	130.00	10.00	8.3%	
19	33363	Hawthorne pool rental fee -- 76-100 swimmers	Hawthorne pool	Park & Rec		2019	135.00				Remove - no groups larger than 75
19	33372	Lakeside pool daily fee - over age 2 Monday - Thursday	Lakeside Pool	Park & Rec		2020	5.00	6.00	1.00	20.0%	Minimum wage increase
19	33372	Lakeside pool daily fee - over age 2 Friday - Sunday	Lakeside Pool	Park & Rec		2020	6.00	7.00	1.00	16.7%	Minimum wage increase
19	33372	Lakeside pool coupon booklet - 10 pack	Lakeside Pool	Park & Rec		2020	48.00	56.00	8.00	16.7%	

Fund #	Acct #	Revenue Source	Notes	Dept.	Municipal Code	Last Change (fiscal year)	Current Fee Amount	Recommended Fee Amount	\$ Change	% Change	Additional Notes
19	33373	Lakeside pool rental fee after hours per hour	Lakeside Pool	Park & Rec		2020	225.00	250.00	25.00	11.1%	
19	33373	Lakeside pool basic party fee - groups of up to 15	Lakeside Pool	Park & Rec		2020	\$156 + \$11 each add'l attendee	\$171 + \$12 each add'l attendee	15.00	9.6%	
19	33373	Lakeside pool premium party fee - groups of up to 15	Lakeside Pool	Park & Rec		2020	\$183 + \$13 each add'l attendee	\$198 + \$14 each add'l attendee	15.00	8.2%	
19	33377	Lakeside recreation facility multi-purpose courts rental per hour	Lakeside Rec	Park & Rec		2016	25.00	28.00	3.00	12.0%	
19	33377	Lakeside recreation facility in-door tennis courts rental per hour	Lakeside Rec	Park & Rec		2020	\$7/person/court	\$8/person/court	1.00	14.3%	
67	36200	<i>Solid waste rates and charges.</i> All one-family, two-family and three-family dwelling water users, within the city limits, shall have added to the utility bills issued by the city the sum of \$21.85 \$22.65 per month, per dwelling unit, to be used for the financing of the collection and disposal of solid waste; provided, however, that owners of multi-family structures containing four or more dwelling units may elect to either use the solid waste collection and disposal services provided by the city and pay at a rate of \$21.85 \$22.65 per month for each dwelling unit, or the owners may elect to dispose of the solid waste by private waste hauling contractor, in which latter event, they will not be charged a collection and disposal fee by the city.									
				Refuse	50.40A	2021	21.85	22.65	0.80	3.7%	

Fund #	Acct #	Revenue Source	Notes	Dept.	Municipal Code	Last Change (fiscal year)	Current Fee Amount	Recommended Fee Amount	\$ Change	% Change	Additional Notes
61	33510	Less than 1 in.	Water monthly facility charge -	Water	51.065A	2020	15.91	16.4700	0.56	3.5%	
61	33510	1 in. to less than 2 in.	Water monthly facility charge -	Water	51.065A	2020	33.05	34.2100	1.16	3.5%	
61	33510	2 in. to less than 4 in.	Water monthly facility charge -	Water	51.065A	2020	66.10	68.4100	2.31	3.5%	
61	33510	4 in. to less than 6 in.	Water monthly facility charge -	Water	51.065A	2020	165.35	171.1400	5.79	3.5%	
61	33510	6 in. and greater	Water monthly facility charge -	Water	51.065A	2020	413.40	427.8700	14.47	3.5%	
61	33500	Effective January 1, 2020 , 2022 , the following rates shall be charged for water furnished consumers inside the corporate limits of the city: Per month , per 100 cubic feet \$2.50 \$2.59		Water	51.066	2020	2.50	2.590	0.09	3.6%	
61	36160	Effective by June 1, 2018 , January 1, 2022 , the following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 2 inches	Fire service line monthly rate	Water	51.070	2018	8.75	9.0600	0.31	3.5%	

Fund #	Acct #	Revenue Source	Notes	Dept.	Municipal Code	Last Change (fiscal year)	Current Fee Amount	Recommended Fee Amount	\$ Change	% Change	Additional Notes
61	36160	Effective by June 1, 2018, January 1, 2022 , the following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 3 inches	Fire service line monthly rate	Water	51.070	2018	10.50	10.8700	0.37	3.5%	
61	36160	Effective by June 1, 2018, January 1, 2022 , the following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 4 inches	Fire service line monthly rate	Water	51.070	2018	12.25	12.6800	0.43	3.5%	
61	36160	Effective by June 1, 2018, January 1, 2022 , the following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 6 inches	Fire service line monthly rate	Water	51.070	2018	15.75	16.3000	0.55	3.5%	
61	36160	Effective by June 1, 2018, January 1, 2022 , the following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 8 inches	Fire service line monthly rate	Water	51.070	2018	19.25	19.9200	0.67	3.5%	
61	36160	Effective by June 1, 2018, January 1, 2022 the following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 10 inches	Fire service line monthly rate	Water	51.070	2018	24.50	25.3600	0.86	3.5%	

Fund #	Acct #	Revenue Source	Notes	Dept.	Municipal Code	Last Change (fiscal year)	Current Fee Amount	Recommended Fee Amount	\$ Change	% Change	Additional Notes
61	36160	Effective by June 1, 2018, January 1, 2022 , the following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 12 inches	Fire service line monthly rate	Water	51.070	2018	29.75	30.7900	1.04	3.5%	

ORDINANCE NO. _____

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG,
ILLINOIS, AS FOLLOWS:**

SECTION 1 The amendments to the various sections of the Galesburg Code of Ordinances concerning applicable fees, as shown on Exhibit A which is attached hereto and incorporated by reference thereto, are hereby adopted and approved.

SECTION 2 All ordinances or parts of ordinances, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 3 This ordinance shall take effect on January 1, 2022, after its passage, approval and publication as provided by law.

Approved this _____ day of _____, 2021, by roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Peter Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG, ILLINOIS
NOVEMBER 15, 2021**

AGENDA ITEM: 2021 Property Tax Levy Ordinance

SUMMARY RECOMMENDATION: The City Manager and Director of Finance and Information Systems recommend the City Council approve the 2021 Property Tax Levy Ordinance.

BACKGROUND: Annually, the City Council establishes a dollar amount needed from property tax extensions by the County Clerk. This amount is then aggregated with other taxing districts resulting in individual tax bills on individual property. The City should receive the majority of the money collected from this levy in June and September of 2022.

The 2021 tax levy request has been established at \$9,707,625 which is an increase of 2.64% when compared to the total amount of the current year tax levy (2020) extension. The following table displays the levy request by use:

DESCRIPTION	2021 LEVY AMOUNT	\$ CHANGE FROM 2020 LEVY EXTENSION	% CHANGE FROM 2020 LEVY EXTENSION	% OF TOTAL LEVY REQUEST
Corporate	\$2,598,320	\$100,006	4%	27%
G.O. Bonds	0	0	0%	0%
Social Security	250,055	2	0%	3%
IMRF	284,860	(1)	0%	3%
Police Pension	2,478,490	184,365	8%	25%
Fire Pension	2,460,545	(93,999)	(4%)	25%
Public Library	1,635,355	59,201	4%	17%

Based on the current information on the Estimated Assessed Value (EAV) for the 2021 tax levy, the estimated property tax rate for the City will be approximately \$2.669 or seven cents more than the 2020 tax levy rate. The property tax rate is applied to individual tax bills.

BUDGET IMPACT: The property tax levy will fund a portion of the City's General Fund and Park & Recreation Fund general operations; IMRF obligations in the General Fund; the majority of the Public Library's general operations; and the police pension and firefighters' pension funds.

SUPPORTING DOCUMENTS:

1. 2021 Property Tax Levy Estimation
2. 2022 Appropriations for Tax Levy

Estimated Real Estate Extension Report

KNOX COUNTY TAX YEAR - 2021

Estimated Taxable Value (EAV) \$ 363,713,908

Description	Estimated Rate	2021 Levy Request	2020 Levy Extension	\$ Change in Levy	% Change in Levy
<u>Galesburg City</u>					
Corporate	\$ 0.336	\$ 1,222,170	\$ 1,122,166	\$ 100,004	8.91%
Bonds	-	0	0	-	#DIV/0!
IMRF	0.078	284,860	284,861	(1)	0.00%
Social Security	0.069	250,055	250,053	2	0.00%
Policemens Pension	0.681	2,478,490	2,294,125	184,365	8.04%
Library	0.450	1,635,355	1,576,154	59,201	3.76%
Body Totals	\$ 1.614	\$ 5,870,930	\$ 5,527,360	\$ 343,570	6.22%
<u>Galesburg City Fire</u>					
Corporate	\$ 0.378	1,376,150	\$ 1,376,148	\$ 2	0.00%
Firemens Pension	0.677	2,460,545	2,554,544	(93,999)	-3.68%
Body Totals	\$ 1.055	\$ 3,836,695	\$ 3,930,691	\$ (93,996)	-2.39%
Grand Total	\$ 2.669	\$ 9,707,625	\$ 9,458,051	\$ 249,574	2.64%

Approved this _____ day of _____, 20____, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**AN ORDINANCE MAKING THE LEVY FOR CORPORATE PURPOSES AND SPECIAL FUNDS,
FOR THE CURRENT YEAR COMMENCING ON THE FIRST DAY OF JANUARY, 2022 AND ENDING
ON THE THIRTY-FIRST DAY OF DECEMBER, 2022 FOR THE CITY OF GALESBURG, ILLINOIS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS:

SECTION 1. That a tax levy for the following sums of money, or as much thereof as may be authorized by law, to defray all expenses and liabilities of the City be, and the same is hereby levied for the purposes specified against all taxable property in the City for the fiscal year commencing on the first day of January, 2022, and ending on the thirty-first day of December, 2022. The specific amounts are levied for the purposes listed below, indicated by being placed in a separate column designated "Amount Raised by Taxation" which item appears at the right hand column of this ordinance. The tax so levied for the fiscal year of the City of Galesburg, and is for the appropriation amounts to be raised by taxation, the total of which has been determined as follows:

Fund	Description	FY 22 Budget	Amount Raised by Other than Taxation	Amount Raised by Taxation
	General Fund Fire Department	7,594,110	6,217,960	1,376,150
	Various Pensions and Social Security Contributions in General Fund:			
	IMRF		(284,860)	284,860
	Social Security		(250,055)	250,055
	Police Pension		(2,478,490)	2,478,490
	Fire Pension		(2,460,545)	2,460,545
001	Total General Fund	27,423,395	19,595,560	7,827,835
011	Motor Fuel Tax	2,695,000	2,695,000	-
013	Grants	7,433,185	7,433,185	-
014	City Gas Tax	1,592,990	1,592,990	-
015	Federal Special Enforcement	-	-	-
016	Special Enforcement	36,650	36,650	-
017	911 Communications	118,945	118,945	-
018	Storm Water Utility	1,290,300	1,290,300	-
019	Parks & Recreation	5,380,650	5,136,215	244,435
020	Airport Operations	286,915	286,915	-
021	Foreign Fire	11,430	11,430	-
023	Property Redevelopment	853,935	853,935	-
024	Economic Development	974,130	974,130	-
026	UDAG Repayment	856,300	856,300	-
030	Public Transportation Services	2,289,195	2,289,195	-
032	Public Transportation Projects	800,000	800,000	-
043	2016 GO Bond Debt Service	640,365	640,365	-
046	2011C Business Park Bonds	322,990	322,990	-
047	Business Dstrct 2013A GO Bonds	114,580	114,580	-
048	TIF 3 Regency Cap Proj	75,000	75,000	-
049	TIF IV	1,075,940	1,075,940	-
051	Players Fields Capital Imp	6,000	6,000	-
053	Building Repair & Maintenance	161,120	161,120	-
054	Planning Fund	50,000	50,000	-
055	TIF Downtown	360	360	-
056	TIF East Main	274,420	274,420	-
057	Computer Replacement	226,500	226,500	-

Fund	Description	FY 22 Budget	Amount Raised by Other than Taxation	Amount Raised by Taxation
058	Vehicle Replacement	320,465	320,465	-
059	Utility Tax Capital Projects	1,195,070	1,195,070	-
060	Seminary St Business District	30,010	30,010	-
061	Water Operations	6,519,190	6,519,190	-
067	Refuse	2,891,510	2,891,510	-
078	Risk Management	1,004,530	1,004,530	-
085	OPEB Trust	1,500	1,500	-
088	Linwood Cemetery Trust	2,900	2,900	-
089	East Linwood Cemetery Trust	15,000	15,000	-
900	Public Library	10,927,950	9,292,595	1,635,355
Total All Other Funds		50,475,025	48,595,235	1,879,790
Total 2022 Appropriations for 2021 Tax Levy		77,898,420	68,190,795	9,707,625

SECTION 2. The City Clerk of the City of Galesburg is hereby directed to file with the County Clerk of Knox County, Illinois, a properly certified copy of the ordinance on or before the last Tuesday of December 2021.

SECTION 3. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not the validity of the remainder of the sections, phrases or provisions hereof.

SECTION 4. This section shall be in full force and effect after its passage and approval by the Mayor.

SECTION 5. This ordinance is adopted pursuant to the state law of Illinois and the home rule authority provided pursuant to the Constitution of the State of Illinois.

Approved this _____ day of _____, 20____, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG, ILLINOIS
DECEMBER 6, 2021**

AGENDA ITEM: Special Ordinance to approve the 2021 levy for the Special Service Area #1 (Downtown Area).

SUMMARY RECOMMENDATION: It is recommended the City Council approve the Special Service Area Tax Levy Ordinance.

BACKGROUND: On January 20, 1975, the City Council approved Special Ordinance No. 75-4 which created, from the Special Service Area #1, a flat rate of \$1 per \$100 equalized assessed value. Money generated from this levy is utilized to pay maintenance services in the downtown area.

On May 2, 1992, the Downtown Council requested that at the time their levy for bond repayment expired, a new tax replace it in the amount of \$1.50 per \$100 of equalized assessed value to assist in covering operational expenses. Their request was approved and in 1995 the Downtown Council began receiving the new tax. The ordinance for the property tax stated that the tax shall not be levied for more than 10 years.

On November 18, 2013, the City Council approved a ten-year extension of the \$1.50 tax for the Special Service Area tax commencing on the 2014 property tax levy (payable in 2015). The tax levy must be approved in time to be filed with the Knox County Clerk by the last Tuesday in December 2021.

For the 2021 property tax, collected in 2022, the Special Service Area Number One board has requested that the City Council approve an extension that is over 105% of the 2020 property tax extension which will require a truth in taxation hearing to be held prior to the regular council meeting on December 6, 2021. The total increase for the Special Service Area Number One is \$43,275 or 32% when compared to the 2020 property tax extension. The following provides the comparison of tax extensions:

Tax Line Item	2020 Tax Extension	2021 Tax Request	Difference
Maintenance	\$54,290	\$72,000	\$17,710
Operations & Maintenance	\$81,435	\$107,000	\$25,565
Total	\$135,725	\$179,000	\$43,275

BUDGET IMPACT: The City uses replacement taxes to make up the difference between the amount received from the levy and the contract amount.

SUPPORTING DOCUMENTS:

1. SSA Tax Levy Ordinance

SPECIAL ORDINANCE NUMBER _____

AN ORDINANCE MAKING THE LEVY FOR THE SPECIAL SERVICE AREA #1 FOR THE CURRENT FISCAL YEAR COMMENCING THE FIRST DAY OF JANUARY, 2022 AND ENDING ON THE THIRTY-FIRST DAY OF DECEMBER, 2022, FOR THE CITY OF GALESBURG, ILLINOIS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS:

SECTION 1: That a tax for the following sums of money, or as much thereof as may be authorized by law to defray all expenses and liabilities of the City be, and the same is, hereby levied for the purpose specified against all taxable property in the Special Service Area #1 in the City for the fiscal year commencing on the first day of January, 2022 and ending on the thirty-first day of December, 2022.

SPECIAL SERVICE AREA #1 MAINTENANCE	APPROPRIATED	LEVIED
Contractual Services SSA#1 Maintenance	\$187,000	
Total SSA #1 Maintenance	\$187,000	
Appropriated for the foregoing expenses of the Special Service Area #1 Maintenance from sources other than taxation.	\$8,000	
Levied as tax for Special Service Area #1 Maintenance Fund the sum of		\$72,000
Levied as tax for Special Service Area #1 an Additional Maintenance Fund for Special Services		\$107,000
Total Levy for Special Service Area		\$179,000

SECTION 2. The City Clerk of Galesburg is hereby directed to file with the County Clerk of Knox County, Illinois, a properly certified copy of this ordinance on or before the last Tuesday of December 2021.

SECTION 3. If any item or portion of this ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 4. That this ordinance shall be in full force and affect after its passage and approval and recording as provided by law.

Approved this ____ day of _____, 20____, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 6, 2021**

AGENDA ITEM: Ordinance for proposed ward and precinct redistricting map.

SUMMARY RECOMMENDATION: The Board of Election Commissioners recommends approval of the ordinance.

BACKGROUND:

The Board of Election Commissioners is required to change the boundaries of election precincts after each ten-year census following the completion of congressional and legislative redistricting and such precincts shall contain as nearly as practicable 1,200 registered voters. (As for wards, the action of the Commissioners is only a recommendation since the Council has the statutory obligation to redistrict wards.) The legislative, congressional and county board district boundaries have been finalized.

Therefore, the Board of Election Commissioners is proposing to rebalance the wards and precincts to correct for imbalances that have naturally occurred as residents and voters have moved in and out of wards and precincts over the past decade. The Board also proposes a reduction in precincts from 21 to 20 to more closely align the city with state standards.

BUDGET IMPACT: A \$1,500 reduction in election judge payroll expenses during even numbered years and a \$750 reduction during odd numbered years.

SUPPORTING DOCUMENTS:

1. Election statutes
2. Ordinance
3. Proposed redistricting map
4. Proposed ward changes from current boundaries map
5. Frequently Asked Questions

The Election Code of Illinois Annotated

(10 ILCS 5/11-3) (from Ch. 46, par. 11-3)

Sec. 11-3. It shall be the duty of the Board of Commissioners established by Article 6 of this Act, within 2 months after its first organization, to divide the city, village or incorporated town which may adopt or is operating under Article 6, into election precincts, each of which shall be situated within a single congressional, legislative and representative district insofar as is practicable and in not more than one County Board district and one municipal ward; in order to situate each precinct within a single district or ward, the Board of Election Commissioners shall change the boundaries of election precincts after each decennial census as soon as is practicable following the completion of congressional and legislative redistricting and such precincts shall contain as nearly as practicable: (i) 1,200 qualified voters if the precinct is located in a county with fewer than 3,000,000 inhabitants; or (ii) 1,800 registered voters if the precinct is located in a county with 3,000,000 or more inhabitants. Within 90 days after each presidential election, such board in a city with fewer than 500,000 inhabitants, village or incorporated town shall revise and rearrange such precincts on the basis of the votes cast at such election, making such precincts to contain, as near as practicable, 1,200 registered voters or 1,800 registered voters, as applicable. However, any apartment building in which more than 1,200 or 1,800 registered voters, as applicable, reside may be made a single precinct even though the vote in such precinct exceeds 1,200 or 1,800 registered voters, as applicable. Within 90 days after each presidential election, a board in a city with more than 500,000 inhabitants shall revise and rearrange such precincts on the basis of the votes cast at such election, making such precincts to contain, as near as practicable: (i) 1,200 registered voters if the precinct is located in a county with fewer than 3,000,000 inhabitants; or (ii) 1,800 registered voters if the precinct is located in a county with 3,000,000 or more inhabitants. However, any apartment building in which more than 1,200 registered voters or 1,800 registered voters, as applicable, reside may be made a single precinct even though the vote in such precinct exceeds 1,200 or 1,800 registered voters, as applicable.

ORDINANCE NO _____

WHEREAS, the Galesburg Board of Election Commissioners have proposed new ward and precinct lines for the City of Galesburg in conformity with the Illinois Election law; and

WHEREAS, the City Council has reviewed said new ward and precinct lines, and finds that the population of each new ward, as proposed, is nearly equal, and said wards are made up of as compact and contiguous territory as practicable, and said precincts are arranged in such a manner as to be practical and cost-effective to administer;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS,

SECTION ONE: The ward and precinct lines for the City of Galesburg, Knox County, Illinois, be, and hereby are, redrawn and established as shown on the attached map.

SECTION TWO: Said map shall be, and hereby is, adopted by reference and hereby made part of this ordinance.

SECTION THREE: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION FOUR: That this ordinance shall be in full force and effect from and after its passage, approval and publication as required by law, which publication shall be in pamphlet form.

Approved this ____ day of _____, 20____, by a roll call vote as follows:

Roll Call #:_____

Ayes:_____

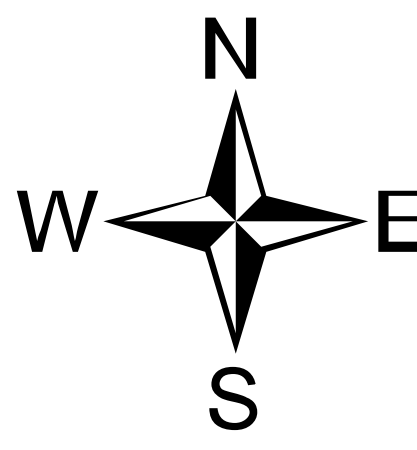
Nays:_____

Absent:_____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk



Ward Current Population Over 4,066 Proposed Population			
1	4,203	137	4,079
2	4,162	96	4,072
3	4,167	101	4,092
4	3,822	-244	4,092
5	3,582	-484	4,029
6	4,233	167	4,059
7	4,294	228	4,040

Proposed Precincts

Proposed Wards

First Ward

Second Ward

Third Ward

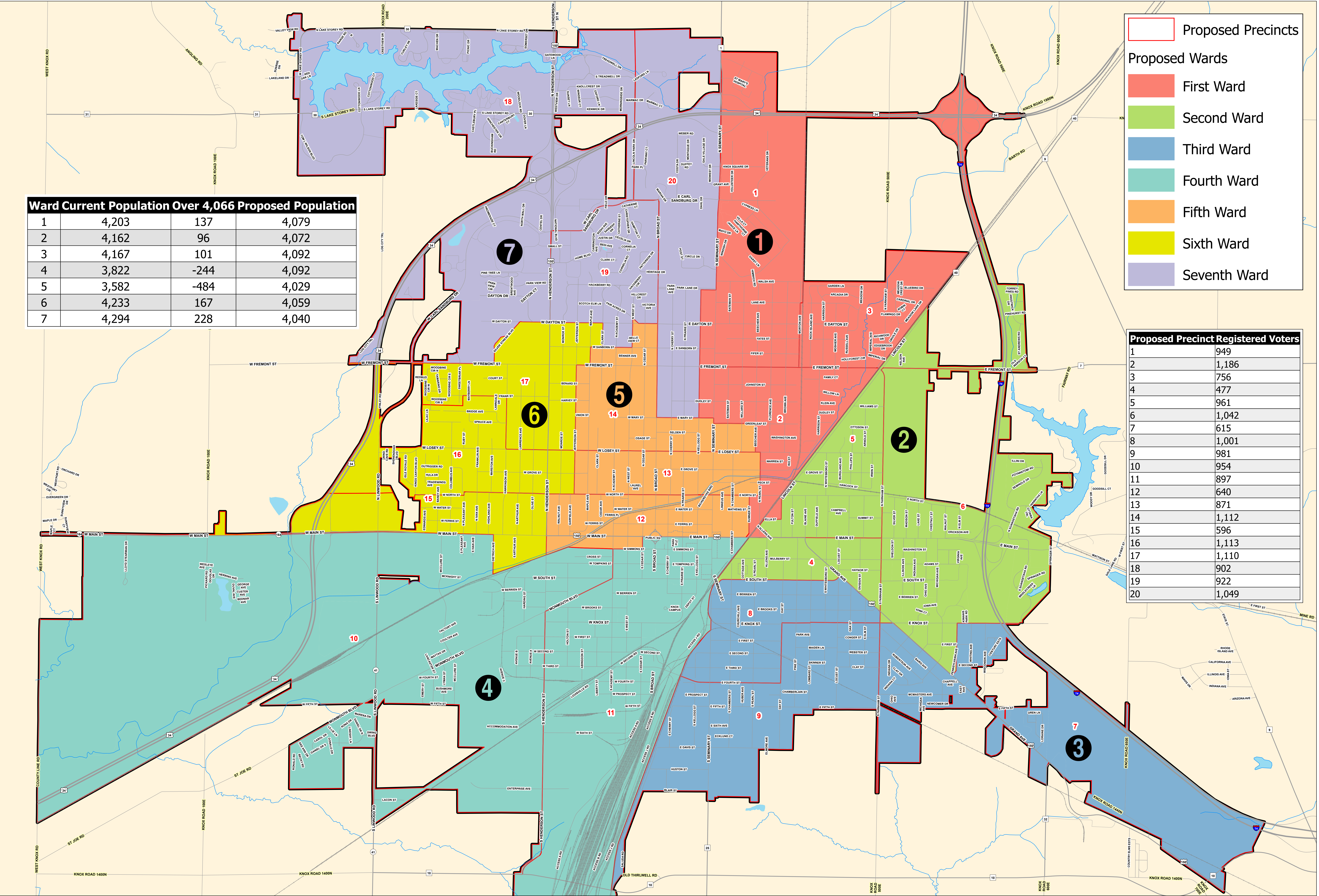
Fourth Ward

Fifth Ward

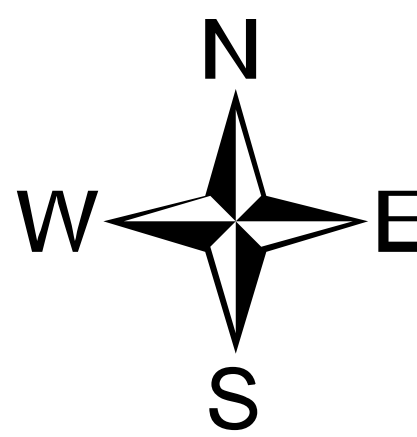
Sixth Ward

Seventh Ward

Proposed Precinct Registered Voters	
1	949
2	1,186
3	756
4	477
5	961
6	1,042
7	615
8	1,001
9	981
10	954
11	897
12	640
13	871
14	1,112
15	596
16	1,113
17	1,110
18	902
19	922
20	1,049



Proposed Ward Changes



Current Wards

Proposed Changes

From 1 to 7

From 2 to 1

From 2 to 3

From 2 to 4

From 3 to 2

From 4 to 3

From 4 to 6

From 5 to 6

From 6 to 4

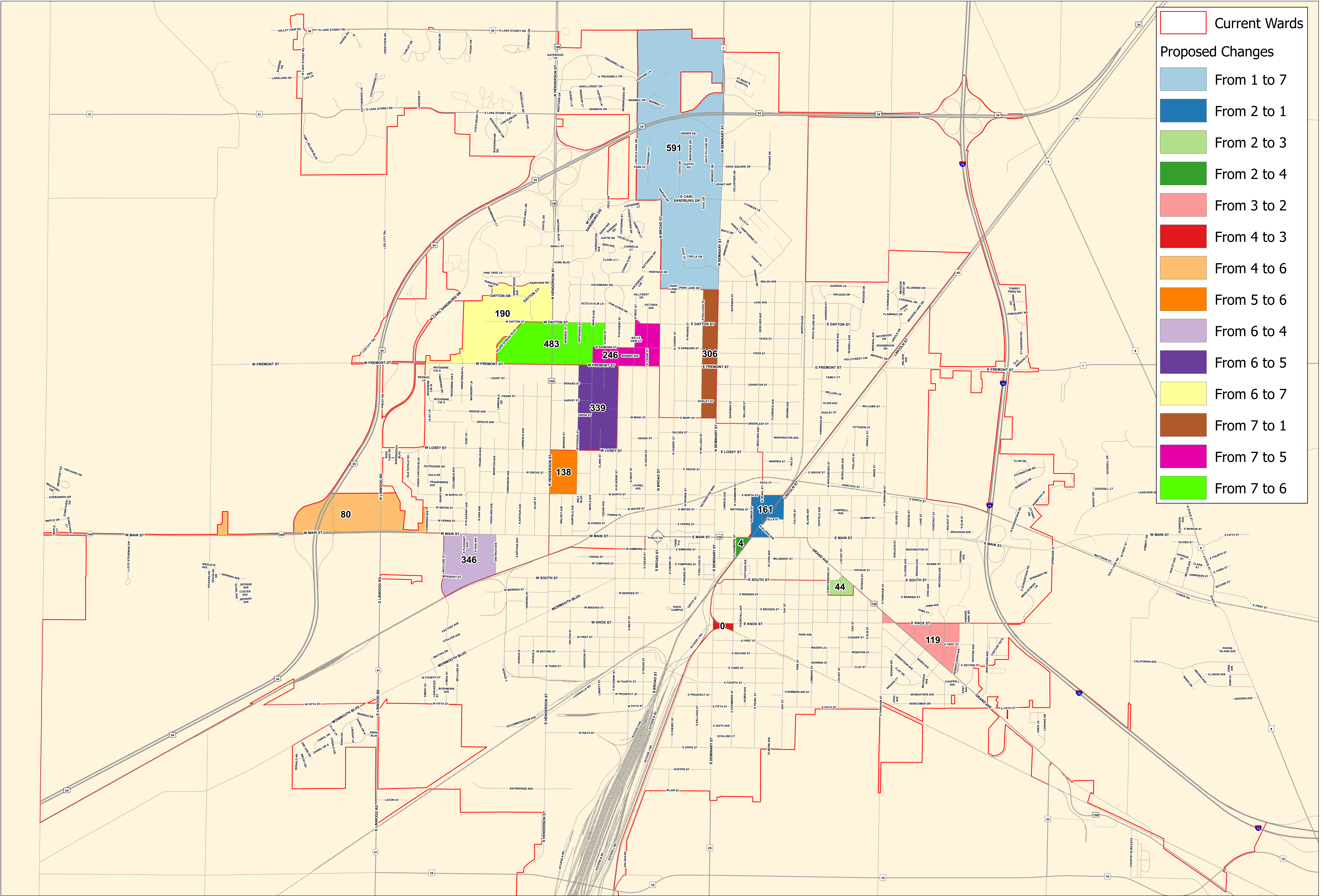
From 6 to 5

From 6 to 7

From 7 to 1

From 7 to 5

From 7 to 6



FREQUENTLY ASKED QUESTIONS

Galesburg Board of Election Commissioners

Have legislative and congressional boundary lines been set by the state?

Governor Pritzker signed both redistricting maps on November 15, 2021. The County Board District lines were finalized on October 28, 2021.

Does each alderperson reside in the same ward as they have in the past?

Yes. Each current alderperson resides in the same ward as they have in the past.

What are wards based on?

State statutes require that wards be based on population, not voters. This is in line with the federal requirement of one person/one vote. Each alderperson represents every person in his or her ward whether they choose to register to vote and vote or not. Each alderperson represents people who can't vote, such as minors. City Council has the statutory duty for wards as nearly equal, compact and contiguous territory, as practicable.

What are the current and proposed ward populations?

	Current	Proposed
Ward 1	4,203	4,079
Ward 2	4,162	4,072
Ward 3	4,167	4,092
Ward 4	3,822	4,092
Ward 5	3,582	4,029
Ward 6	4,233	4,059
Ward 7	<u>4,294</u>	<u>4,040</u>
Total	28,463	28,463

What are the precincts based on?

State statutes require that precincts are based on registered voters rather than population because one person/one vote is not an issue in precincts. The Board of Election Commissioners has the statutory duty to arrange the city into election precincts, each of which shall be situated within a single congressional, legislative and representative district insofar as is practicable and in not more than one County Board district and one municipal ward; in order to situate each precinct within a single district or ward after each 10-year census.

What is a "Natural" boundary?

"Natural" refers to "nature". A railroad track is not a natural boundary, just as a street is not a natural boundary. For example, Cedar Fork is natural, but there are numerous bridges so it doesn't pose a problem.

Is the Henry Hill Correctional Center population included in the proposed ward map?

Henry Hill population is not included in the proposed ward map. This is based on a 1992 case law review.

(Continued on next page)

FREQUENTLY ASKED QUESTIONS (continued)

Are the Knox County Jail and Mary Davis Home populations included in the proposed ward map?

Our General Counsel has advised us to include them. Both facilities have pre-detainees.

Is there a deadline?

The 2022 Primary Election candidates can begin circulating signature petitions on January 14, 2022. This includes candidates for Congress and Governor. The political parties and candidates will need voter walklists. Walklists can only be provided after redistricting is finalized and the election office has time to administer the changes to the local voter database. If ward and precinct redistricting is finalized at the December 20, 2021 City Council meeting, it is expected that the Galesburg Board of Elections will have enough time to update the local voter database so walklists can be available to candidates by January 14, 2022. Otherwise, candidate contact information will be taken and candidates will be contacted as soon as the walklists become available.

Rev. 11/29/21

**CITY OF GALESBURG
COUNCIL LETTER
DECEMBER 6, 2021**

AGENDA ITEM: A Resolution Transferring Funds from the General Fund to the Library Fund

SUMMARY RECOMMENDATION: The City Manager recommends approval of the Resolution.

BACKGROUND: The Galesburg Public Library has been awarded a 15.3 million dollar state grant to construct a new public library facility. They are responsible for fundraising 3.75 million dollars in order to complete the project. As part of this fundraising drive, they have requested that the City donate funds to in the amount of \$775,000. These funds will be used to purchase and construct technology at the facility.

The Galesburg Public Library believes that the new building will offer expanded technological services to residents. Their request indicates that they will make available more public computers, a new computer and technology lab and A/V-equipped rooms that allow for virtual work, interviews and meetings. Additionally, they intend to have high speed wireless internet access available for public use within the footprint of the property, allowing 24/7 accessibility for individuals without reliable internet access.

BUDGET IMPACT: Sufficient funding is available in the General Fund for this transfer.

SUPPORTING DOCUMENTS:

1. Resolution
2. Donation Request from Galesburg Public Library

RESOLUTION NO. _____

**A RESOLUTION TRANSFERRING FUNDS FROM THE GENERAL FUND TO THE
LIBRARY FUND**

WHEREAS, the City of Galesburg, Illinois, is a home rule unit of government pursuant to Section 6, Article VII of the Constitution of the State of Illinois; and

WHEREAS, Article VII, Section 6(a) of the Illinois Constitution grants a home rule unit authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Galesburg Public Library has secured significant state funds to assist in the construction of a new library facility; and

WHEREAS, this new facility will provide enhanced opportunities for residents to learn, meet and collaborate; and

WHEREAS, the City Council finds that the construction of a new library facility is in the best interests of the citizens of Galesburg.

**NOT, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF GALESBURG, ILLINOIS:**

SECTION ONE: The foregoing recitals are hereby incorporated into this Resolution as is fully set forth herein.

SECTION TWO: That City staff shall transfer the amount of \$775,000.00 (Seven hundred, seventy five thousand dollars) from the General Fund to the Library Fund. These funds are restricted to use for technology at the new library facility and the Galesburg Public Library shall provide City staff with any and all necessary documentation to verify that the funds are used for this purpose.

Approved this _____ day of _____, 2021, by roll call vote as follows:
Roll Call #:

Ayes: _____

Nays: _____

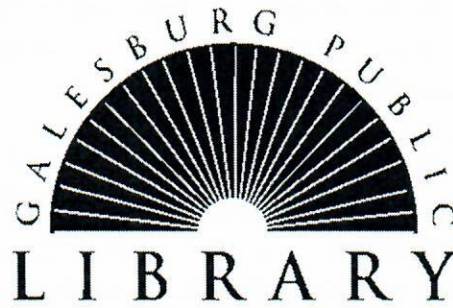
Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk



40 East Simmons Street, Galesburg, Illinois 61401 • 309.343.6118

October 27, 2021

Todd Thompson
City Manager
55 West Tompkins Street
Galesburg, Illinois 61401

Dear Mr. Thompson:

Knox County has not been immune to the challenges presented by the Covid-19 crisis. Many county residents have experienced unanticipated hardships. The Galesburg Public Library's mission statement is "To serve the community as a general center of information, and to provide opportunity and encouragement for people to use its services and materials to meet their educational, personal, professional, recreational and cultural needs." The implementation of necessary and mandated safety measures across the past 18 months has meant the library staff and facility also have faced these hardships in trying to meet community needs under novel circumstances.

We also have been encouraged during this time period as we earnestly continue the process of conceiving and constructing a new library building to better serve Galesburg and our surrounding communities. We are lucky to be supported by various local bodies and organizations, and indeed rely on these generous partnerships to realize our vision for a new library. One essential element of the new library building will be its technological footprint in Knox County. We hope to utilize our role as a hub of technology access to provide new, improved opportunities for our residents. As we all seek to hasten our country's — and specifically our local community's — economic recovery, we feel uniquely situated to make a measurable impact in these efforts with our new facility. We have long been a safe space for people to work through housing insecurity, seek employment, build professional skills, and access information and materials that might lead to sought-after opportunities. Today, few things impede job security and skill-building as much as digital illiteracy and lack of technology access, and our goal moving forward is to help alleviate this particular distress as much as possible through careful, thoughtful technology planning and implementation.

The plans for our new library building offer expanded potential to meet these essential needs of our community. A few examples of our vision include: more public computers available for patron use, including a new computer and technology lab undisturbed by other library activities; study rooms that will be accessible to the public, including A/V-equipped rooms that will allow for virtual work, interviews, and meetings, which is a need we have seen rise exponentially over the past year; the entire

block wired with high-speed Internet access for public use, ensuring 24/7 accessibility for those who may otherwise be Internet insecure; and the addition of a Skills Lab, which will focus on helping users build practical, trade, and technological skills.

According to the most recent OPC provided by the new building's technology consultant, our estimated technology costs — which are broken down into a few categories: devices, software, network, A/V, phones, security, Skills Lab, and special systems — come in at around \$1,070,000. However, the Library also takes advantage of E-Rate funding, which in addition to covering existing bandwidth costs, will pay an immense portion — between 80% and 90%, depending on the category — of our networking expenditures, including cabling, infrastructure, wireless, and interior networking equipment. This leaves approximately \$50,000 of the estimated network costs, which brings the remaining total technology cost for the new library building to \$775,000. The American Rescue Plan Act funds that have been committed toward economic recovery would be put to excellent, community-benefiting use if allocated to the Galesburg Public Library's new library technology budget. As we seek to accrue the remaining funds to meet construction costs, we can think of no greater allotment for these funds than to commit them to an organization whose mission is to serve and empower Galesburg's citizens during these difficult economic times. Just as we seek to support our community, we ask our community, you, to support us in these efforts, and humbly ask that you consider generously committing to support the \$775,000 technology budget for our new library building.

Thank you for your consideration,

Noelle Thompson, Director
Galesburg Public Library
(309)343-6118 ext. 109
director@galesburglibrary.org

Heather Sipes, Executive Director
Galesburg Public Library Foundation
(309)343-6118 ext. 101
heather.sipes@thegplf.org

Luke Gorham
Network Administrator
(309)343-6118 ext. 125
Luke.gorham@galesburglibrary.org

**CITY OF GALESBURG
COUNCIL LETTER
DECEMBER 6, 2021**

AGENDA ITEM: A Resolution Regarding Enforcement of Chapter 97 of the Galesburg City Code

SUMMARY RECOMMENDATION: A Resolution establishing a moratorium on enforcement of Chapter 97 against homeowners who install landscaping or other items in their terrace is presented at the request of members of the Council.

BACKGROUND: The terrace or parkway is the area of land located on a property between the street and the sidewalk. This area is part of the right of way that is owned by the City. Homeowners must maintain this area but cannot encroach or obstruct the area pursuant to Chapter 97 of the Galesburg City Code.

This Resolution places a 180 day moratorium on enforcement against a homeowner whose landscaping or decorative activities violate Chapter 97. There is an exception to this moratorium in the event that the City Manager determines that these activities present a safety hazard. The City Manager will notify the Council in the event that utilizing this exception is necessary.

BUDGET IMPACT: No material impact.

SUPPORTING DOCUMENTS:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION REGARDING ENFORCEMENT OF CHAPTER 97 OF THE
GALESBURG CITY CODE**

WHEREAS, the City of Galesburg, Illinois, is a home rule unit of government pursuant to Section 6, Article VII of the Constitution of the State of Illinois; and

WHEREAS, Article VII, Section 6(a) of the Illinois Constitution grants a home rule unit authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to the Galesburg City Code, private landscaping in the City terrace is regulated by City staff; and

WHEREAS, the City Council wishes to place a moratorium on enforcement of these regulations as long as the landscaping does not create a public safety issue.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF GALESBURG, ILLINOIS:**

SECTION ONE: The foregoing recitals are hereby incorporated into this Resolution as is fully set forth herein.

SECTION TWO: A moratorium on enforcement of Chapter 97 of the Galesburg City Code against a homeowner who installs landscaping or other items in their terrace is hereby established and shall remain in effect for a period of 180 days following the passage and approval of this Resolution. In the event that the City Manager determines that any landscaping or object placed in the terrace presents a safety hazard, City staff may take enforcement action under Chapter 97, the Galesburg City Code, or state law.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval.

Approved this _____ day of _____, 2021, by roll call vote as follows:
Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**CITY OF GALESBURG
COUNCIL LETTER
DECEMBER 6, 2021**

AGENDA ITEM: A Resolution Directing Rental Assistance Funds to the Knox County Housing Authority

SUMMARY RECOMMENDATION: The City Manager recommends approval of the Resolution directing rental assistance funds to the Knox County Housing Authority.

BACKGROUND: The Knox County Housing Authority (“KCHA”) provides low cost, subsidized rental housing to residents of the City of Galesburg. They have requested that the City and the County assist with past due rent in order to avoid eviction of 162 families in Galesburg. The total amount of rental arrears outlined for City families in early November was \$110,097,071. This amount changes regularly due to assistance from other organizations and new rent cycles.

Use of funds from the American Rescue Plan Act (ARPA) is authorized for eviction prevention or housing stability services necessitated by COVID 19. On November 24th, the Knox County Board approved a resolution directing up to \$125,000 towards this rental assistance program from their ARPA funds. It is intended that the City’s contribution not to exceed \$60,000 would reduce the amount that the County would contribute to KCHA. The exact amount of the City contribution would be determined amongst the City, County and KCHA in the next few weeks.

BUDGET IMPACT: Sufficient funding is available from the American Rescue Plan Act funds.

SUPPORTING DOCUMENTS:

1. Resolution
2. Intergovernmental Agreement
3. Letter from KCHA

RESOLUTION NO. _____

**A RESOLUTION DIRECTING RENTAL ASSISTANCE FUNDS TO THE KNOX
COUNTY HOUSING AUTHORITY**

WHEREAS, the City of Galesburg, Illinois, is a home rule unit of government pursuant to Section 6, Article VII of the Constitution of the State of Illinois; and

WHEREAS, Article VII, Section 6(a) of the Illinois Constitution grants a home rule unit authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enable governmental units to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, eviction prevention efforts or housing stability services are eligible uses of the American Rescue Plan Act, State and Local Fiscal Recovery Funds by the City of Galesburg; and

WHEREAS, the Knox County Housing Authority provides low cost, subsidized rental housing to residents of the City of Galesburg; and

WHEREAS, the Knox County Housing Authority reports that up to 162 economically challenged families, risk homelessness due to pending court ordered evictions for nonpayment of rent accumulated during the COVID related eviction moratoria

WHEREAS, the City Council finds that execution of an Intergovernmental Agreement to provide rental assistance funds to the Knox County Housing Authority is in the best interests of the health, safety and welfare of the residents of the City of Galesburg.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF GALESBURG, ILLINOIS:**

SECTION ONE: The foregoing recitals are hereby incorporated into this Resolution as is fully set forth herein.

SECTION TWO: That the Mayor and City Clerk are directed to execute an Intergovernmental Agreement providing up to \$60,000 to the Knox County Housing Authority for rental assistance, a copy of which is attached as Exhibit A to this Agreement.

Approved this _____ day of _____, 2021, by roll call vote as follows:
Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

ATTEST:

Peter Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GALESBURG
AND THE KNOX COUNTY HOUSING AUTHORITY**

THIS AGREEMENT is entered into by and between the City of Galesburg ("City"), an Illinois home rule municipal corporation and the Knox County Housing Authority ("KCHA"), an Illinois municipal corporation.

WHEREAS, the City of Galesburg, Illinois, is a home rule unit of government pursuant to Section 6, Article VII of the Constitution of the State of Illinois; and

WHEREAS, Article VII, Section 6(a) of the Illinois Constitution grants a home rule unit authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enable governmental units to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, eviction prevention efforts or housing stability services are eligible uses of the American Rescue Plan Act, State and Local Fiscal Recovery Funds by the City of Galesburg; and

WHEREAS, the Knox County Housing Authority provides low cost, subsidized rental housing to residents of the City of Galesburg; and

WHEREAS, the Knox County Housing Authority reports that up to 162 economically challenged families, risk homelessness due to pending court ordered evictions for nonpayment of rent accumulated during the COVID related eviction moratoria

WHEREAS, City and KCHA wish to enter into an agreement to stabilize housing for these families and avoid eviction.

NOW THEREFORE, the City of Galesburg and KCHA agree to the following:

1. The City of Galesburg authorizes up to \$60,000 of the American Rescue Plan Act, State and Local Fiscal Recovery Funds as payment to the Knox County Housing Authority for rent in arrears for families negatively impacted by the COVID 19 pandemic.
2. These funds shall be used for actual rent in arrears and shall not be used for penalty charges, legal expenses or any other expense not directly attributed as rent in arrears.
3. Payments made on behalf of households for rent arrears are conditioned upon the party responsible for past due rent payments entering into an agreement with the Knox County Housing Authority that the responsible party shall:
 - a. Have paid the current month's rent payment in full.
 - b. Enroll in and complete a budgeting class provided by KCHA within a reasonable period.

4. KCHA shall establish and maintain records of households and beneficiaries that receive this assistance that include names, address, amount in arrears, and the amount resolved through use of these funds.
5. KCHA shall provide to the City of Galesburg, the State of Illinois, or the federal government any and all information required for periodic reporting and/or audit.
6. In the event that the City finds that any of the funds have not been used by KCHA in compliance with this Agreement, KCHA shall refund to the City any non-compliant funds within thirty (30) days of a written request.
7. KCHA shall provide the documentation required by Sections 3 and 4 of this Agreement, within 90 days of execution of this Agreement. The obligations contained in Section 3 through Section 6 of this Agreement shall survive the expiration of this Agreement.
8. This Agreement shall become effective upon execution of this Agreement by the Mayor of the City of Galesburg and the Executive Director of the Knox County Housing Authority.
9. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
10. No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.
11. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. All parties acknowledge that no representations have been made which have not been set forth herein.
12. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____, 2021.

CITY OF GALESBURG

KNOX COUNTY HOUSING
AUTHORITY

Mayor – City of Galesburg

KCHA Executive Director

Date: _____

Date: _____

Attest: City Clerk



BUILDING COMMUNITY, PEOPLE, AND PARTNERSHIPS

216 W. Simmons St., Galesburg, IL 61401

Telephone (309) 342-8129 ext. 1223 Fax (309) 342-7206

Email: dantoine@knoxhousing.org

Lomac Payton, Chairperson
Jared Hawkinson, Vice Chairperson
Wayne Allen, Commissioner
Paul H. Stewart, Commissioner
LaToya Carson, Commissioner
Sara Robison, Commissioner
Joseph Riley, Commissioner
Derek Antoine, Exec. Director, Secretary
Jack P. Ball, Attorney

Wednesday, November 10, 2021
10:35 AM

American Rescue Plan Act (ARPA) Task Force
City of Galesburg, IL
Knox County, IL

To Whom It May Concern:

On behalf of the low-income population of the Knox County Housing Authority, I am writing today to request funding to satisfy dwelling rental charges for 159 families facing eviction.

Even as the American economy continues its recovery from the devastating impact of the pandemic, these families face deep rental debt and fear evictions and the loss of basic housing security. COVID-19 has worsened an affordable housing crisis that predates the pandemic and that has exacerbated deep disparities that threaten the strength of an economic recovery that must work for everyone. Right now, our housing system rarely protects those of us who are vulnerable to losing our homes. We've seen over the last year that the most vulnerable families have been impacted the worst. Now more than ever it's evident our families need a safe and stable place to call home.

The American Rescue Plan Act makes funding available to assist households that are unable to pay rent or utilities. Enacted on 12/27/2021, ARPA makes available up to \$21.55 billion to provide assistance through existing or newly created rental assistance programs to *households at risk of eviction*. We have before us an opportunity to help achieve this by investing ARPA funds in local housing infrastructure.

As discussed at the 10/25/2021 meeting of the ARPA Task Force, the KCHA has a number of families that are impacted. As of the date of this request, 162 families served by the KCHA – including 206 adults and 169 children – are facing eviction due to nonpayment of rent during the COVID-19 pandemic. If these households don't receive immediate assistance, 387 individuals face housing instability or outright homelessness at a most dangerous time. With local resources already stretched incredibly thin, we could be on the precipice of unprecedented homelessness in our jurisdiction.

The blunt truth of the matter is these families either had the ability to pay rent during this time, or failed to communicate economic hardships to the agency which would have resulted in their rents having been adjusted. To put it simply, fault and accountability for these rental arrears rests with the participant families. During the 10/25/2021 meeting, Kim Sibley (KCHA Participant Engagement Manager) advised the task force on the cultural and socioeconomic challenges faced by our families. To paraphrase that discussion, the families we serve have a different perspective than you or I, and it's that perspective which has led them down a path of poor decisions and choices.

The Department of Housing and Urban Development (HUD) has been exceptionally flexible during this difficult time and has encouraged public housing authorities to work with families on the collection of this debt, including the use of repayment agreements. It is our intention to do this as best we can to ensure they have every opportunity to remain housed, now and in the future. Unfortunately, tenants facing this steep of an uphill battle historically fail to make sustained payments and are subsequently evicted as a result.

Our number one priority is to keep these families safely housed. It is with all this in mind that we respectfully request is \$114,714, which will be sufficient to bring all tenant accounts facing eviction current and will stave off impending court action. Regrettably, HUD does not offer any amnesty or debt forgiveness programs, and without this funding from ARPA, it is likely a large number of these families – adults and children – will be evicted within the next 60 days.

As a condition of accepting this funding, the Knox County Housing Authority will work with affected families to attend budgeting and financial counseling sessions to help them better understand the impact of poor financial and budgeting decisions. Families will first be required to make current rent payments and will then qualify to receive full eligibility towards their arrears based on attendance at the counseling sessions. Additionally, we will look to involve these families at a future City Council/County Board meeting to express appreciation for your generosity, as well as understand the impact of their decisions on the community. Further, as an agency we are open to other suggestions the task force feels would benefit our families.

American Rescue Plan Act funding is intended to be used by states and local governments to help families that have been negatively impacted by the pandemic. This request falls squarely within that description. You all are in the fortunate position to take necessary steps to mitigate the financial harm caused to these local families by the pandemic and keep them safely housed as the we continue to navigate COVID-19.

Thank you for your consideration. Should you require further information, please do not hesitate to contact me.

Respectfully submitted,



Derek Antoine
Executive Director
Knox County Housing Authority

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 6, 2021**

AGENDA ITEM: Approve bid for replacement of six existing ductless air conditioning units at Lakeside Waterpark.

SUMMARY RECOMMENDATION: The City Manager, Director of Parks & Recreation, Parks Superintendent, and Purchasing Agent recommend approving the proposal from AMP Mechanical Services Inc. to replace the existing six ductless air conditioning units in the amount of \$25,408.00

BACKGROUND: Five of the six ductless air conditioning units at Lakeside Waterpark are failing and in need of replacement. One unit is currently deemed inoperable. The units have survived beyond their useful life and are now to a point that replacements are necessary.

The bid request was advertised in local paper and made available on the City website for vendors to view. Two bids were received for this work. City staff have reviewed the bids submitted and find the costs submitted for this project are reasonable based on the requirements. AMP Mechanical Services Inc. submitted the low and best bid while meeting all specifications required for this project.

Bid Tabulation for Replacement of Ductless AC Units at Lakeside Waterpark

Vendor	JP Benbow	AMP Mechanical Services Inc
City, State	Galesburg, IL	Galesburg, IL
Total	\$27,991.00	\$25,408.00

BUDGET IMPACT: This project will be paid for with funds from the Building Repair & Maintenance Fund.

SUPPORTING DOCUMENTS: None

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 15, 2021**

AGENDA ITEM: Approval of Farnsworth Group, Inc. contract for preliminary architectural/engineering work to provide an estimated cost to renovate Churchill Junior High School.

SUMMARY RECOMMENDATION: The City Manager and Director of Parks & Recreation recommend that the City Council approve the contract with Farnsworth Group, Inc. for architectural/engineering work to provide an estimated cost of renovating Churchill Junior High School.

BACKGROUND: School District 205 has made the decision to close Churchill Junior High School when the 2021-2022 school year has ended. The District has offered Churchill Junior High School and adjacent property to the City for the anticipated sale amount of \$1. As Churchill Junior High School is decades old, staff believes having an architect/engineer estimate the cost of renovating the building prudent before making a decision on whether or not to purchase the building.

BUDGET IMPACT: The proposal by Farnsworth Group, Inc. is not to exceed \$15,900. This project would be paid out of the General Fund.

SUPPORTING DOCUMENTS:

1. Farnsworth Group, Inc. Contract

October 25, 2021

Tony Oligney-Estill
Director of Parks and Recreation
City of Galesburg
55 West Tompkins Street
PO Box 1387
Galesburg, IL 61401

RE: Project Services Agreement for Churchill Junior HS Building Assessment

Dear Bill:

Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Agreement ("Agreement") to City of Galesburg ("Client") to provide Architectural design services for the Churchill Junior HS Building Assessment located in Galesburg, Illinois. We have prepared this Project Services Agreement to match the scope of the work as we understand it in the attached proposal.

Thank you again for the opportunity to provide you with this Project Services Agreement. Should you have any questions regarding this Project Services Agreement, we would be pleased to discuss. Please indicate your acceptance of this Agreement including the attached Schedule of Charges and General Conditions by signing and returning one copy for our records. We look forward to working with you on this exciting project.

Sincerely,

FARNSWORTH GROUP, INC.



PROJECT SERVICES AGREEMENT

Churchill Junior HS Building Assessment

City of Galesburg

October 25, 2021

PROJECT OVERVIEW /

Farnsworth Group understands that this project is to assess the Churchill Junior High School located at 905 Maple Avenue in Galesburg, IL. Services to be provided include Architectural, Mechanical, Electrical, and Plumbing/Fire Protection. This phase of the project consists of visiting the site to observe general condition of existing systems, assessing said systems, and providing a narrative of our findings. Approximate Opinions of Probable Cost will be provided to give the City of Galesburg better insight on potential concerns and resulting corrections.

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

Farnsworth Group's proposal includes the following scope of services based on all applicable Building Code Requirements for the City of Galesburg and the State of Illinois:

- General
 - o Provide general overview/description of building
- Architectural
 - o Perform one (1) site visit to verify existing conditions
 - o Perform a cursory code study of the building, as it relates to governing codes of the City of Galesburg (including, but not limited to 2012 International Building Code and ADA)
 - o Provide brief narrative of findings and identify areas of potential concern
 - o Provide approximate Opinion of Probable Costs for building assemblies/systems
- Plumbing / Fire Protection
 - o Perform one (1) site visit to verify existing conditions
 - o Observe general condition of existing plumbing and fire protection systems – Water service, water heaters, and sprinklers
 - o Provide brief narrative of findings and identify areas of potential concern
 - o Provide approximate Opinion of Probable Costs for building assemblies/systems
- Mechanical
 - o Perform one (1) site visit to verify existing conditions
 - o Observe general condition of existing mechanical systems – HVAC equipment
 - o Provide brief narrative of findings and identify areas of potential concern
 - o Provide approximate Opinion of Probable Costs for building assemblies/systems
- Electrical
 - o Perform one (1) site visit to verify existing conditions
 - o Observe general condition of existing electrical systems – Electrical service, power distribution, and fire alarm
 - o Provide brief narrative of findings and identify areas of potential concern
 - o Provide approximate Opinion of Probable Costs for building assemblies/systems

DELIVERABLES

The scope of work includes the deliverables generally described as follows:

- Building Assessment Report

MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be:

Bond S. Wagner, AIA, NCARB
Farnsworth Group, Inc.
100 Walnut Street, Ste. 200
Peoria, IL 61602
309.689.9888
bwagner@f-w.com

PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a Time & Materials (T&M) Not to Exceed (NTE) fee, based on an hourly basis per the attached Schedule of Charges, of **\$15,900 (Fifteen Thousand and Nine Hundred dollars)**, plus normal reimbursable expenses. Additional details regarding payment terms and related policies are included in the attached General Conditions.

If the cost of the project increases significantly after the contract is executed, the fee may be adjusted at that time with consent of the Client.

PROJECT TIMELINE /

We understand the timeline of the project to be as follows:

- Building Assessment Report November 15, 2021

ASSUMPTIONS AND CLARIFICATIONS /

The following assumptions and clarifications support the fees for this proposal.

A. General

1. The number of meetings, site visits or travel included in this proposal are mentioned in the scope of services section. Additional meetings, site visits or travel may be requested on an hourly basis.
2. Dimensioned floor plans, elevations, etc. are not included in the scope of work.
3. Detailed, line-item-estimate of costs are not included in the scope of work – Approximate

opinions of probable cost are included.

4. Schedule relies on timely receipt of information from the Owner, if needed.
5. Readily available access to the project site will be provided, if needed.
6. Construction testing. Customarily, this service is provided by the Owner and coordinated/requested by a Contractor.
7. Interior finish design, color selections, furniture, fixtures and equipment (FFE), etc.
8. Preparation of drawings for the intent of submitted to the City for permitting/construction – This may be provided in a following phase.
9. Revisions caused by Client, Tenants, Authority Having Jurisdiction (AHJ), other governmental review agencies or any other entity that causes work already performed to be revised is excluded.
10. Hazardous Materials abatement services included by not limited to inspections, bulk sampling, testing, analysis, reports and design as required for any contaminated materials identified and required for removal.
11. Note: Due to the height of some interior spaces, the observation of some systems (i.e. roof structure, etc.) may be performed as allowed on a visual basis only.

ADDITIONAL SERVICES /

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee:

- Multiple revisions and changes of scope both during and after each phase of service.
- Preparation of plans or specifications not specifically defined by this agreement.
- Bidding or Construction Administration services.
- Value Engineering exercises.
- Other disciplines not specifically stated above (i.e. Civil, Structural, Interior Design, etc.).
- Attendance at additional meetings or site visits requested by the CLIENT
- Assistance with special inspections.
- Architectural Renderings or special presentation graphics.

CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by you in order to allow Farnsworth to complete the scope of services outlined above.

- Ready accessibility to the building.
- Payment of any application fees, recording costs, and other fees that could be associated in the scope of the project.

FARNSWORTH GROUP, INC.

CITY OF GALESBURG

Signature
Typed Name
Title
Date

Signature
Typed Name
Title
Date



Schedule of Charges - January 1, 2021

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 70.00
Engineering Associate I/Cx Specialist I.....	\$ 118.00
Engineering Associate II/Cx Specialist II.....	\$ 132.00
Engineer/Land Surveyor/Senior Cx Specialist.....	\$ 140.00
Senior Engineer/Senior Land Surveyor/Cx Project Manager.....	\$ 148.00
Project Engineer/Project Land Surveyor/Senior Cx Project Manager.....	\$ 160.00
Senior Project Engineer/Senior Project Land Surveyor/Cx Manager.....	\$ 178.00
Engineering Manager/Land Surveying Manager/Senior Cx Manager.....	\$ 199.00
Senior Engineering Manager/Senior Land Surveying Manager/Senior Cx Director.....	\$ 210.00
Principal/Vice President.....	\$ 215.00

Technical Staff

Technician I.....	\$ 76.00
Technician II.....	\$ 102.00
Cx Technician.....	\$ 112.00
Senior Technician.....	\$ 112.00
Chief Technician.....	\$ 130.00
Designer/Computer Specialist/Lead Technician.....	\$ 141.00
Senior Designer.....	\$ 146.00
Project Designer/Project Technician.....	\$ 160.00
Senior Project Designer/Systems Integration Manager.....	\$ 175.00
Design Manager/Government Affairs Manager.....	\$ 188.00
Technical Manager.....	\$ 194.00
Senior Technical Manager.....	\$ 210.00

Architecture/Landscape Architecture/Interior Design Professional Staff

Designer I.....	\$ 107.00
Senior Interior Designer/Designer II.....	\$ 117.00
Architect/Designer III/Project Coordinator.....	\$ 133.00
Senior Architect/Senior Project Coordinator.....	\$ 143.00
Project Architect/Project Manager.....	\$ 153.00
Senior Project Architect/Senior Project Manager.....	\$ 170.00
Architectural Manager.....	\$ 181.00
Senior Architectural Manager.....	\$ 190.00
Architecture Principal.....	\$ 210.00
Principal/Vice President.....	\$ 215.00

Units

Overtime, If Required by Client – Non-Exempt Employees.....	Only 1.25x billing rate
Expert Testimony.....	2x billing rate
Per diem.....	\$55.00/day
ATV & Trailer.....	\$11.00/hr
Field Vehicle.....	\$14.00/hr
Automobile mileage.....	\$0.59/mile
Software/CAD/Revit Station.....	\$15.00/hr
Hand Held GPS.....	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station.....	\$26.00/hr
Stationary Scanner.....	\$300.00/day
Subconsultants & Other Reimbursable Expenses Related to Project*.....	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2022 UNLESS OTHERWISE NOTIFIED



GENERAL CONDITIONS

Date: October 25, 2021
Client: City of Galesburg
Project: Churchill Junior HS Building Assessment

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount

will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed at the address or electronic mail address shown below for, or such other address as may be designated by notice by such Party:

If to Client:

[Company Entity]

Attn: _____

E-mail: _____

If to Farnsworth Group:
Farnsworth Group, Inc.

Attn: _____

E-mail: _____

With a copy (which will not constitute notice) to:

Farnsworth Group, Inc.

Attn: Chris Grgurich

100 Walnut Street, Suite 200

Peoria, IL 61602

E-mail: cgrgurich@F-W.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under *< Illinois or Colorado >* law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be

deemed the authors and Clients of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) BIM Digital Files. With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous

substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site

Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR

OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of < *Illinois or Colorado* > without regard to conflict of law principles.

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 6, 2021**

AGENDA ITEM: Approval of the December 31, 2022 Annual Budget

SUMMARY RECOMMENDATION: The City Manager and Director of Finance and Information Systems recommend approval of the December 31, 2022 Annual Budget.

BACKGROUND: The budget is the working plan for the operation of the City of Galesburg during the January 1 - December 31 fiscal year. Citizens, elected officials, and staff all play a vital role in preparing the many components of the budget. Although the City Manager is responsible for preparing and recommending a budget, the City Council determines the final budget document and the allocation of resources it represents.

Preparation, review and adoption of the new budget year spans throughout the current year. The budget document is the result of the completion of a complex set of tasks including strategic planning, assessing the City's financial condition, developing assumptions upon which to base budget projections, assessing needs, developing goals and objectives which will meet these needs, and estimating the costs of providing services.

A public hearing is held prior to the final adoption of the budget in accordance with State Statutes. The public hearing for the December 31, 2022 Annual Budget was held on November 15, 2021. The budget is on display at the Galesburg Public Library and the City Clerk's Office, City Hall. A copy may also be found on the City's website, www.ci.galesburg.il.us.

BUDGET IMPACT: The annual budget sets the legal spending limits for the December 31, 2022 fiscal year. The 2022 budget is as follows:

Total Revenues: \$67,978,320

Total Use of Fund Balance and/or Other Financial Resources: \$12,184,710

Total Expenditures: \$67,203,615

General Fund Revenue Total: \$26,252,940

General Fund Expenditure Total: \$27,423,395

General Fund Use of Fund Balance: \$1,170,455

SUPPORTING DOCUMENTS:

1. 2022 Budget Fund Summary

City of Galesburg 2022 Budget Fund Summary

Fund/Division	Fund/ Division Number	2022 Revenues	Use from Other Sources	2022 Expenditures
General Fund	001			
City Council	105			226,835
City Manager	110			320,655
City Clerk	115			352,455
Human Resources/Benefits	120			252,760
Legal	145			182,255
Contracts and Subsidies	160			2,173,945
Finance	205			863,640
Management Information Systems	207			539,990
Planning	305			74,540
Inspections	306			901,740
Engineering	410			593,365
Fleet Services	445			544,495
Street and Bridge Maintenance	450			1,993,745
Fire and Police Commission	505			48,950
Police	510			8,527,150
School Crossing Guard	525			83,430
Communications and Records	550			2,134,180
Fire	605			7,594,110
Emergency Services	630			15,155
GENERAL FUND		26,252,940	1,170,455	27,423,395
SPECIAL REVENUE FUNDS				
Motor Fuel Tax	011	1,925,000	770,000	2,695,000
Grants	013	7,433,185	-	7,433,185
City Gas Tax	014	690,000	902,990	1,592,990
Federal Special Enforcement	015	-	-	0
Special Enforcements	016	25,000	11,650	36,650
ETSB	017	118,945	-	118,945
Storm Water Utility	018	732,100	558,200	1,290,300
Park Fund	019			
Park & Recreation Administration	1905			2,224,210
City Hall Buildings & Grounds	1910			161,715
PSB Buildings & Grounds	1911			133,275
Park Operation and Maintenance	1915			612,140
Golf Course	1920			721,940
Allison Campground	1925			144,035
Lake Storey Beach	1930			80,895
Lake Storey Pavilion	1935			109,435
Recreation Special Programs	1940			233,825
Lakeside Recreation Facility	1945			87,195
Lakeside Water Park	1950			295,735
Hawthorne Pool	1955			38,445
Hawthorne Gymnasium	1960			26,655

City of Galesburg 2022 Budget Fund Summary

Fund/Division	Fund/ Division Number	2022 Revenues	Use from Other Sources	2022 Expenditures
Maintenance of Linwood Cemetery	1965			218,315
Forestry	1975			292,835
Park Fund		4,617,125	763,525	5,380,650
Airport Fund	020	286,915	-	286,915
Foreign Fire	021	47,000	-	11,430
Property Redevelopment	023	695,100	158,835	853,935
Economic Development	024	1,032,960	-	974,130
CDBG Repayment	025	13,450	-	0
UDAG Repayment	026	47,880	808,420	856,300
Public Transportation Services	030			
Handivan	320			877,375
Bus Subsidy	370			1,411,820
		2,289,195	-	2,289,195
Public Transportation Projects	032	800,000	-	800,000
Total Special Revenue Funds		20,753,855	3,973,620	24,619,625
DEBT SERVICE FUNDS				
2011B Capital Projects	042	0	-	0
2016 GO Bond Debt Service	043	640,365	-	640,365
2011C Business Park	046	322,990	-	322,990
2013A Seminary Street Business District	047	114,580	-	114,580
Total Debt Service Funds		1,077,935	-	1,077,935
CAPITAL PROJECT FUNDS				
TIF 3 Regency Capital Project	048	75,840	-	75,000
TIF IV	049	731,140	344,800	1,075,940
TIF V	050	8,340	-	0
Player Fees	051	6,000	-	6,000
2016 GO Capital Improvement	052	0	-	0
Building Repair & Maintenance	053	214,495	-	161,120
Planning Fund	054	50,000	-	50,000
TIF Downtown	055	0	360	360
TIF East Main	056	416,445	-	274,420
Computer Replacement	057	513,805	-	226,500
Vehicle Replacement	058	1,233,280	-	320,465
Utility Tax Capital Projects	059	1,482,700	-	1,195,070
Seminary Street Business District	060	30,010	-	30,010
Total Capital Project Funds		4,762,055	345,160	3,414,885
ENTERPRISE FUNDS				
Water Operations	061	6,829,600	-	6,519,190
Refuse	067	2,879,790	11,720	2,891,510
Total Enterprise Funds		9,709,390	11,720	9,410,700

City of Galesburg 2022 Budget Fund Summary

Fund/Division	Fund/ Division Number	2022 Revenues	Use from Other Sources	2022 Expenditures
INTERNAL SERVICE FUNDS				
Risk Management	078	1,004,370	160	1,004,530
Total Internal Service Funds		1,004,370	160	1,004,530
TRUST/PENSION FUNDS				
OPEB Trust	085	138,285	-	1,500
Total Trust/Pension Funds		138,285	-	1,500
PERMANENT FUNDS				
Linwood Cemetery	088	2,300	600	2,900
East Linwood Cemetery	089	32,000	-	15,000
Total Permanent Funds		34,300	600	17,900
COMPONENT UNIT				
Galesburg Public Library	900	1,692,955	1,495	1,694,450
Galesburg Library Working Cash	905	175	-	0
Galesburg Library Computer Replacement	910	60	-	0
Galesburg Library Long Term Capital	915	2,552,000	1,681,000	4,233,000
Galesburg Library Capital Improvement/Development	918	-	5,000,500	5,000,500
Galesburg Library 2013 Debt Certificates	922	-	-	0
Total Component Unit		4,245,190	6,682,995	10,927,950
Grand Total - All Funds		\$ 67,978,320	\$ 12,184,710	\$ 77,898,420

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 6, 2021**

AGENDA ITEM: Consider moving forward with the demolition process on properties located at 133 Locust St (residence & attached garage), 314 S Henderson St (residence), 362 N Broad St (residence & accessory structure), 553 W Tompkins St (residence & accessory structure), 643 Day (residence & shed).

SUMMARY RECOMMENDATION: The City Manager and Director of Community Development recommend the City Council authorize demolition proceedings for these properties.

BACKGROUND: After an inspection of the properties, the Building Inspector sent the required notification to the owners of the properties requesting compliance. The following are the responses to the violations:

133 Locust St (residence & attached garage). A letter was sent to the listed owner and upon a follow up inspection it was noted that progress has not been made at fixing the property. There was a structure fire at this property in 2018, the water account has been off since December 2010, the city has had to mow the property the last two years which has amounted to \$728 in fines/fees, some windows are partially open allowing infiltration of inclement weather and possible entry of rodents, soffit & fascia are rotted and damaged and sections of the gutter and downspouts are missing and/or damaged which will not allow water to effectively be taken away from the foundation.

314 S Henderson St (residence). A letter was sent to the listed owner and upon a follow up inspection it was noted that progress has not been made at fixing the property. The property has been cited for nuisances (weeds, board up, trash and debris) for 6 consecutive years amounting over \$4,500 in fines/fees and the water account has been off since September 2007. The front porch roof is missing a support column, multiple windows boarded up and some from the inside which is still allowing inclement weather to enter the structure, multiple areas of the foundation are dilapidated allowing possible entry of rodents, sections of the siding, gutters and downspouts are missing and/or damaged not allowing water to effectively be taken away from the foundation.

362 N Broad St (residence & accessory structure). A letter was sent to the listed owner and upon a follow up inspection it was noted that progress has not been made at fixing the property. There was a structure fire at this property in May 2020, the water account has been off since June 2020, over this past year the property has been mowed and boarded up amounting over \$1,300 in fines/fees. Numerous open windows open allowing infiltration of inclement weather and possible entry of rodents, missing/damaged siding and roofing from the fire.

553 W Tompkins St (residence & accessory structure). A letter was sent to the listed owner and upon a follow up inspection it was noted that progress has not been made at fixing the property. There was a structure fire at this property in December 2017, the water account has been off since December 2017. The exterior weatherproofing has been compromised by the fire allowing

inclement weather and possible entry of rodents, missing/damaged siding and roofing from the fire, chimney stack has visible lean.

643 Day (residence & shed). A letter was sent to the listed owner and upon a follow up inspection it was noted that progress has not been made at fixing the property. Over the last year this property has been cited for trash & debris, inoperable vehicles and outside storage amounting over \$3,400 in fines/fees, the water bill is in excess of \$1,200 for non-payment since January 2021. The occupants have broken out every window in the building and removed the chimney allowing infiltration of inclement weather and possible entry of rodents, steps have been torn free from the building making it unsafe for the purpose for which it is supposed to be used, gutters and downspouts are missing and/or damaged not allowing water to effectively be taken away from the foundation.

The request before Council tonight is to approve moving forward with the demolition process. If approved, the following steps still need to be taken:

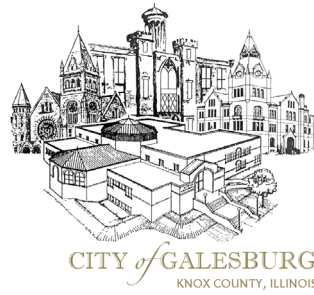
- A title search is being conducted and if it is found that there are any other parties with ownership interest, staff will send additional notices.
- If there are no responses, the City Legal Department pursues all necessary steps to obtain an order for demolition.
- Once an order is received, staff can order an asbestos inspection of the property.
- Staff requests utilities be terminated at the property.
- Staff then drafts demolition specifications and the demolition is put out for bid.
- Bids are taken to City Council for approval.
- The selected demolition contractor schedules the demolition into their calendar and completes the demolition.

BUDGET IMPACT: The demolition costs would be paid out of Fund 23 – Property Redevelopment. Estimated demolition expenses would be:

- 133 Locust St (residence & attached garage) - \$13,000 - \$15,000
- 314 S Henderson St (residence) – \$10,000 – \$12,000
- 362 N Broad St (residence & accessory structure) – \$18,000 - \$20,000
- 553 W Tompkins St (residence & accessory structure) – \$10,000 - \$12,000
- 643 Day (residence & shed) – \$18,000 - \$20,000

SUPPORTING DOCUMENTS:

1. Fifteen day notices and photos



August 24, 2021

Holmes Fred Estate
133 Locust St.
Galesburg, IL. 61401

ReferenceProperty 133 Locust St.. Galesburg,Il.
PIN#:9914226015

Legal Description: HAYNOR'S ADD., SUB.OF LOT 19 OF LOTS 11 & 2BLK. 2 OF BLKS. 1 THRU 4

This is to advise you that the building owned by you, or in which you claim interest, located at 133 Locust St. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

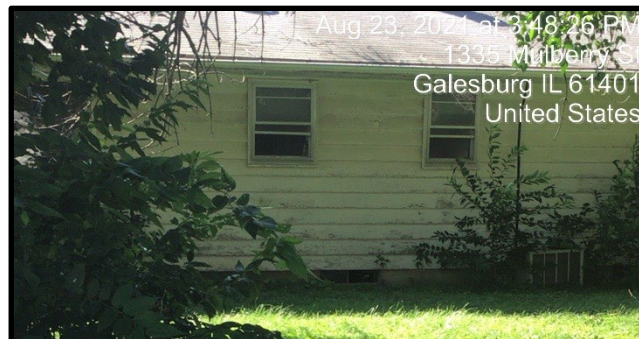
1. Property surrounded by overgrowth of vegetation allowing for limited airflow and promoting rot and decay by maintaining moisture on wood structure.
2. Window appears to be partially open on the southwest corner of resident
3. Basement window located on eastside of residence appears to be open/missing
4. The gutter on the eastside is partially torn from residence and fascia board looks to be rotted and damaged

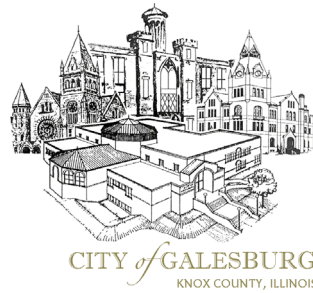
The list is based upon a visual inspection was performed on August 23, 2021. This property will be re-inspected on September 7 , 2021. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

133 Locust St





July 16, 2021

Amanda Callaway
890 Limetree Ct. Apt. A
Newport News, Va. 23608

ReferenceProperty 314 S. Henderson St. Galesburg, Il.
PIN62#:9916279016

Legal Description: **HARDING S ADDN S D LOT 1 BLK 1N 1/2 LOT 12**

This is to advise you that the building owned by you, or in which you claim interest, located at 314 S. Henderson in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

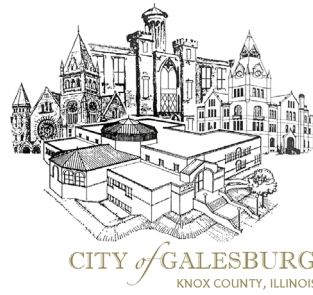
You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

1. Porch roof missing support column
2. Multiple windows boarded up incorrectly allowing for weather infiltration into structure
3. Areas of dilapidation to foundation and openings at ground level allowing for rodent entry
4. Siding missing and falling off
5. Gutters and downspouts not able to function properly due to vegetation growth and sections coming loose and missing.
6. Electrical service meter base open and allowing for weather to infiltrate electrical system.
7. Vegetation growth infiltrating siding and allowing for damage from mold, mildew, pests and rodents on front of structure.

The list is based upon a visual inspection was performed on July 13, 2021. This property will be re-inspected on August 2, 2021. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.



July 29, 2021

Michael O. Jacobson
643 Day St.
Galesburg, IL. 61401

ReferenceProperty 643 Day St. Galesburg,IL.
PIN#:9914327006

Legal Description: [FIRST SOUTHERN ADD., SUB. OF LOTS 1, 2, 3, 6, 7 & 8 BLK. E OF BLKS. D & E](#)

This is to advise you that the building and accessory building owned by you, or in which you claim interest, located at 643 Day St. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

1. Repair and/or replace all of the windows broke out of the structure
2. Repair opening to structure from the removal of chimney, which allow for weather to enter the structure
3. Open rear entrance
4. Steps torn free of building and not safe to use in rear of residence.
5. Gutter missing on southside and downspout from upper roof no longer connected to a proper means to work as intended
6. Metal storage shed appears to have no doors and is open and considered dangerous, also has piles of trash in front of it.

The list is based upon a visual inspection was performed on July 19, 2021. This property will be re-inspected on August 16, 2021. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

314 S Henderson St





Demolition Notice

09/03/2021

DELACRUZ RICK
815 WILLIAM DR
KNOXVILLE IL 61448,

Re: 362 N BROAD ST, GALESBURG IL 61401,
PIN #: 9910403043
Legal Description: NORTHERN ADDN W OF BROAD ST LOT 15

Dear Property Owner:

This is to advise you that the building and accessory building owned by you, or in which you claim interest, located at 362 N BROAD ST in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31)

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

Please repair or replace the following items:

1. Repair/replace all areas of damage due to structure fire 2. Repair and replace open windows allowing for weather infiltration 3. Repair and/or replace openings in foundation open allowing for rodent entry, this includes tuckpointing where it is missing 4. Openings visual around base of structure allowing for rodent entry 5. Roof damage from fire needs structure replaced where fire damage has compromised its ability to perform as intended.

The list is based upon a visual inspection was performed on 09/02/2021. This property will be re-inspected on 09/20/2021. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

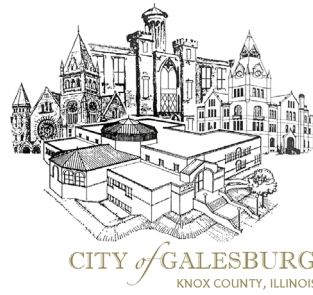
If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,

Inspections Division
City of Galesburg, Il.

362 N Broad St





March 20, 2019

Antionette Hollowell
1741 Cardinal Dr.
Galesburg, IL. 61401

Reference: 553 W. Tompkins, Galesburg, IL.
PIN#: 9915103015
Legal Description: FIVE ACRE LOT 19 LOT 1

This is to advise you that the building and accessory building owned by you, or in which you claim interest, located at 553 W. Tompkins St. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

Please repair or replace the following items:

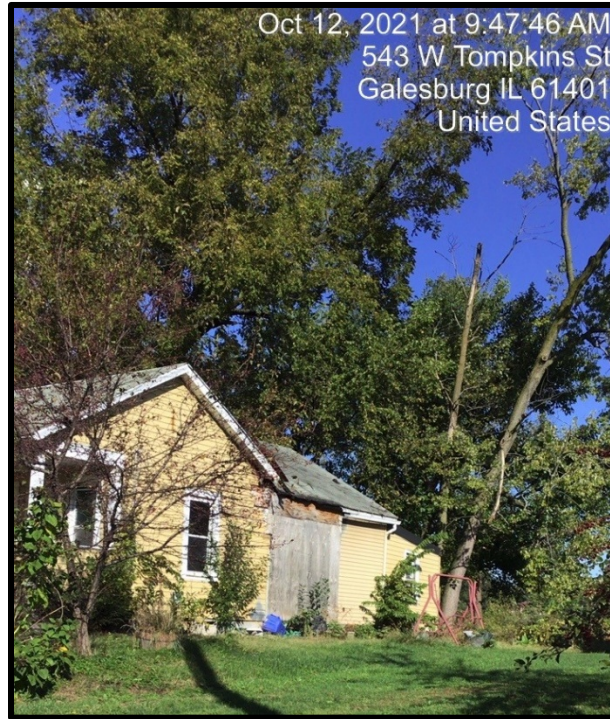
1. Damage due to fire
2. Exterior Weatherproofing envelope compromised with the missing gutters and downspouts
3. Accessory structure/building, open and unsafe, possibly damaged due to fire
4. Siding loose at or near ground allowing for rodent infiltration
5. Broken window at or near ground allowing for rodent access.
6. Chimney stack bowed and leaning appears to be in need of repair and/or rebuilding

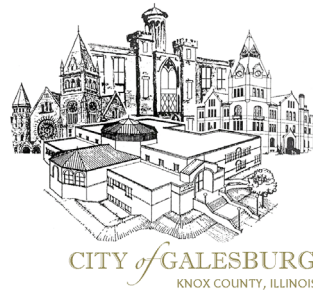
The list is based upon a visual inspection was performed on March 19, 2019. This property will be re-inspected on April 4, 2019. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, IL.

553 W Tompkins St





July 29, 2021

Michael O. Jacobson
643 Day St.
Galesburg, IL. 61401

ReferenceProperty 643 Day St. Galesburg,IL.
PIN#:9914327006

Legal Description: FIRST SOUTHERN ADD., SUB. OF LOTS 1, 2, 3, 6, 7 & 8 BLK. E OF BLKS. D & E

This is to advise you that the building and accessory building owned by you, or in which you claim interest, located at 643 Day St. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

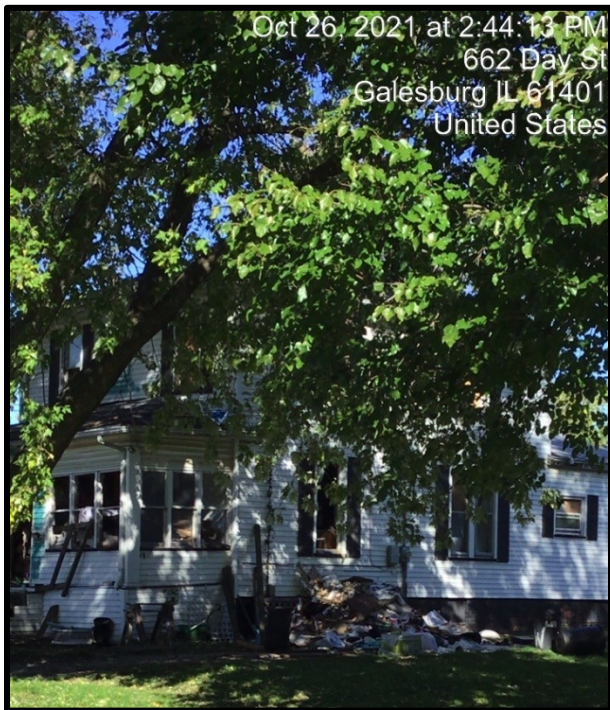
1. Repair and/or replace all of the windows broke out of the structure
2. Repair opening to structure from the removal of chimney, which allow for weather to enter the structure
3. Open rear entrance
4. Steps torn free of building and not safe to use in rear of residence.
5. Gutter missing on southside and downspout from upper roof no longer connected to a proper means to work as intended
6. Metal storage shed appears to have no doors and is open and considered dangerous, also has piles of trash in front of it.

The list is based upon a visual inspection was performed on July 19, 2021. This property will be re-inspected on August 16, 2021. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

643 Day St



**CITY OF GALESBURG
COUNCIL LETTER
DECEMBER 6, 2021**

AGENDA ITEM: National Opioid Settlement and Release

SUMMARY RECOMMENDATION: The City Manager and City Attorney / Administrative Services Director recommend approval of both settlement agreements.

BACKGROUND: After years of nationwide litigation, settlements have been reached that resolve opioid litigation brought by states and municipalities against the three largest pharmaceutical distributors, (McKesson, Cardinal Health and Amerisource Bergen) and one manufacturer, Janssen Pharmaceuticals, Inc. and its parent company Johnson and Johnson.

The State of Illinois has signed onto the settlement, making Illinois local governments eligible to participate. According to Attorney General Raoul, if all local participants agree, Illinois should receive approximately 790 million dollars. The City of Galesburg will only be eligible to receive funds from this settlement if it executes these releases. Additionally, the defendants have agreed to the sharing of various data about opioids and for Johnson and Johnson to stop selling all opioids.

At this time, it is unknown what type of funding will be made directly available to the City of Galesburg, if the settlement is approved. However, it is anticipated that a substantial majority of the funds must be spent on opioid treatment and prevention.

BUDGET IMPACT: Unknown until the State of Illinois provides guidance on how the settlement funds shall be distributed to municipalities

SUPPORTING DOCUMENTS:

1. Settlement Release – Distributors
2. Settlement Release – Manufacturer

PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively “Settling Distributors”). This virtual envelope contains a Participation Form including a release of claims. The Participation Form in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. If you have questions, please contact your counsel (if you have counsel on opioids matters) or the Illinois Attorney General’s Office at opioidsettlement@ilag.gov.

Settlement Participation Form

Governmental Entity: Galesburg city	State: IL
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively “Janssen”). This virtual envelope contains a Participation Form including a release of claims. The Participation Form in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. If you have questions, please contact your counsel (if you have counsel on opioids matters) or the Illinois Attorney General’s Office at opioidsettlement@ilag.gov.

Settlement Participation Form

Governmental Entity: Galesburg city	State: IL
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**CITY OF GALESBURG
COUNCIL LETTER
DECEMBER 6, 2021**

AGENDA ITEM: Agreement with Bruner, Cooper, and Zuck, Inc. to prepare a grant application for the State of Illinois Rebuild Downtowns and Main Streets Grant for the renovation of the 2nd and 3rd floor of 120 E. Main Street for residential use.

SUMMARY RECOMMENDATION: The City Manager and Director of Public Works recommend approval of an agreement with Bruner, Cooper, and Zuck, Inc. to prepare a grant application in an amount not to exceed \$13,900.

BACKGROUND: This is one of three projects the city intends to apply for through this program and consists of applying for renovation of the 2nd and 3rd floors of 120 East Main Street, which is currently owned by the city. The scope of work includes a code analysis of the building, structural evaluation, development of a floor plan and proposed elevation view of the exterior of the building, and a cost estimate for the project in addition to applying for the grant. If the project is not selected for the grant, the code analysis, floor plan, elevation view, and cost estimate can be used to market the building to a private developer in the future.

The Illinois Department of Commerce and Economic Opportunity (DCEO) is accepting applications for the Rebuild Downtowns and Main Streets Grant. This is a new one time grant program designed to bring investments to revitalize commercial corridors and main street areas statewide. The program leverages funds from the American Rescue Plan Act to provide grants for construction, repair and modernization of public infrastructure and amenities to boost jobs, improve quality of life and stimulate economic activity for areas hit hardest during COVID-19. Projects must be located in a commercial center or downtown area and may include, but are not limited to: roadways, parking and public way improvements, parks and venues or plazas for public use, sustainability upgrades, structural repairs, and mixed-use or transit-oriented development. This grant opportunity is intended for infrastructure investment that has a strong and direct connection with efforts to promote recovery from the COVID-19 health and economic crisis. Priority will be given to projects that are located in a disproportionately impacted area, an Opportunity Zone, or a Qualified Census Tract. Projects that advance initiatives that are part of a regional or local plan will also score higher.

The program is competitive and provides \$50 million for projects across Illinois. The minimum grant size is \$250,000 and the maximum grant size is \$3 million. There is no match required but projects score higher if a match is provided. It is proposed for the city to provide a 20% match if the project is selected for the grant. Even though an estimate is not known until the study is complete, a ballpark estimate would be \$1.25 million, of which a 20% match would be \$250,000 which could come from TIF or Economic Development funds. The project is located in a qualified census tract in addition to being adjacent or nearby many businesses impacted by COVID, which would make it a strong application for the program. The deadline to submit a project is January 10, 2022. Projects are anticipated to be selected in the summer of 2022 and would be constructed in 2023 if selected.

BUDGET IMPACT: The grant application agreement amount of \$13,900 would be paid from the Economic Development Fund (24).

SUPPORTING DOCUMENTS:

1. Agreement with Bruner, Cooper, and Zuck, Inc.
2. Fact sheet for 120 E. Main Street

Bruner, Cooper & Zuck Inc.



Engineers • Architects • Land Surveyors

December 2, 2021

Mr. Wayne Carl
City Hall
55 West Tompkins Street
Galesburg, Illinois 61401

Subject: Proposal for Architectural and Engineering Services for Upper Story Apartments
Rebuild Downtowns and Main Streets Capital Grant Program (RDMS)
120 E Main Street
Galesburg, Illinois

Dear Wayne:

Thank you for contacting our firm regarding architectural engineering services required for subject project. We are certainly interested in this Project, and we are pleased to present this brief proposal for your consideration.

After discussing this Project with you, we anticipate the following Scope of Work for 120 East Main Street:

For each location we propose to provide the following:

1. Measure building interior
2. Take pictures inside and out
3. Structural inspection of building
4. Develop Schematic floor plan design
5. Develop Exterior rendering of front of building
6. Conduct code review with city of Galesburg

835 Golden Valley Drive
Bettendorf, IA 52722
563.355.1856

188 E. Simmons Street
Galesburg, IL 61401
309.343.9282

308 N. 3rd Street
Burlington, IA 52601
319.752.9282

BRUNER, COOPER & ZUCK, INC.

Engineers, Architects & Land Surveyors

City of Galesburg, Wayne Carl

- 2 -

December 02, 2021

7. Develop estimate of project design and construction costs
8. Prepare Rebuild Downtowns and Main Streets Capital Grant Program (RDMS) grant application by January 10, 2022, deadline

Based upon the above outlined Scope of Work, we propose that our total fee for this Project will not exceed \$13,900.00. Our firm is available to begin work on this Project immediately upon City authorization.

Thank you again for the opportunity to submit this proposal, and please feel free to contact that undersigned with any questions or comments that you may have.

Sincerely,

BRUNER, COOPER & ZUCK, INC.



Kevan J. Cooper, P.E., P.L.S.

pbb
enc

.....
The undersigned accepts this proposal and our Terms and Conditions attached hereto:

Proposal and Terms & Conditions accepted this _____ day of _____, 2021

Signature: _____

Print: _____



Standard of Care: Services provided by Bruner, Cooper & Zuck, Inc. (BCZ) under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in this geographic area.

Additional Services: When additional services beyond the defined scope are requested, an amendment will be prepared by and approved by the Client prior to commencing work. Additional services shall be performed on a time and material basis at BCZ's Standard Hourly Rates, or for a negotiated fee.

Responsibilities of the Client: The Client shall be required to provide full information regarding the requirements for this project and shall designate a representative authorized to act on its behalf with respect to the Project. All communication and authorization shall be by or through this representative. The Client shall examine documents prepared by BCZ and shall render decisions related to the project promptly, to avoid unreasonable delay in the performance of services. If the Client becomes aware of any fault or defect in BCZ's services or non-conformance with the agreed to Scope of Services, the Client will provide prompt notice to BCZ. The Client will provide access to all areas necessary for completion of this project. Any expense related to notification of landowners or obtaining access rights will be at the Client's sole expense unless indicated otherwise under Scope of Services. If BCZ is not given access to areas necessary for completion of this project during scheduled site visits, BCZ will inform the client of difficulties in accessing the property and will invoice the Client for repeat visits as an additional service.

Engagement of Sub consultants: BCZ may engage the services of sub consultants when, in BCZ's sole opinion, it is appropriate to do so to complete the required Scope of Work. These sub consultants may include but are not limited to: Geotechnical, Mechanical or Electrical Engineers, Architects, Landscape Architects, and testing laboratories.

Billing/Payment: The Client agrees to pay BCZ for all services performed and all costs incurred. Invoices for BCZ's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify BCZ of any objections to the invoice within five working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement and satisfaction with BCZ's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment for services rendered is due regardless of suspension or termination of this Agreement by either party. A finance charge (late fee), computed by a single periodic rate of 1.5% per month which is an annual percentage rate of 18%, will be added to the total account balance for accounts over 30 days old. The minimum finance charge is \$5.00. In the event, any portion of an account remains unpaid 120 days after the billing, BCZ may institute collection action. If BCZ is successful in collection proceedings, the Client agrees to pay the fee due, plus interest, as well as all costs of collection, and BCZ's reasonable attorney's fees. In no case will with Client postpone, withhold or make payment contingent upon the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties, firms, agencies, or individuals.

Indemnifications: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless BCZ, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of BCZ.

Limitation of Liability: It is agreed that BCZ's liability for this project for negligent acts, errors, or omissions, and all claims, losses, cost, damages, cost of defense, expenses from any cause, including Client, Contractors, and Attorney fees, is limited to fees collected or \$50,000, whichever is greater. In addition, BCZ assumes no responsibility for the existence, discharge of or exposure to any hazardous, toxic, or infectious materials, and assumes no responsibility for the removal or other services. Therefore, except in claims arising from the negligent acts and errors of BCZ, the client agrees to hold harmless and indemnify BCZ from all claims or damages arising from or alleged to arise from such existence, discharge, or exposure.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. BCZ may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. BCZ shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Certification, Guarantees and Warranties: BCZ shall not be required to execute any document that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions. Engineer's findings, interpretations, opinions, and recommendations are probabilities based on Engineer's professional judgment of site conditions as discernible from the limited, and often indirect, information provided by others, information available to Engineer at the time the work was performed, or information observed or developed by Engineer using the methods specified in the scope of work. Engineer does not warrant the accuracy, completeness, or validity of information and independent opinions, conclusions, and recommendations provided or developed by others, nor does Engineer assume any responsibility for documenting or reporting conditions detectable with methods or techniques not specified in the scope of work.

Dispute Resolution: Any claims or disputes between the Client and BCZ arising out of the services to be provided by BCZ or out of this Agreement shall be submitted to non-binding mediation. The Client and BCZ agree to include a similar mediation agreement with all contractors, sub consultants, subcontractors, suppliers and fabricators, providing for mediations as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Means and Methods: BCZ shall not be responsible for, nor have controls over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project. In cases where a General Contractor is present on a project, the Client agrees that the General Contractor will be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the general Contractor. The Client also agrees that the Client, BCZ and sub consultants of BCZ will be indemnified by the General Contractor and will be made additional insureds under the General Contractor's policies of General Liability Insurance.

Construction Observation: If required under Scope of Services, BCZ shall visit the construction site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and BCZ, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or detailed inspection of the Contractor's work but rather to allow BCZ, as an experienced professional firm, to become generally familiar with the work in progress and to determine, in general, if the project is proceeding in accordance with contract documents. Based upon this observation, BCZ will inform the Client about the progress of the work and will attempt to guard the Client against obvious non-compliance with project specifications.

When BCZ does not provide construction observation services, it is agreed that the professional services of BCZ do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the Engineer and will hold harmless BCZ for the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund will be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by Contractors constructing BCZ-designed systems shall be submitted to BCZ for review prior to being approved by contract holder. BCZ will not approve amounts requested that are above a normal bid amount for the work involved. In no case, will costs be assessed to BCZ at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of BCZ. BCZ shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Integrity of Work Products: In the event the Client, the client's contractors or subcontractors, or anyone for whom the Client is legally liable makes, orders, or permits to be made any changes to reports, plans, specifications, or construction documents prepared by BCZ without obtaining BCZ's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to assume sole responsibility and waive any and all potential claims against BCZ and to release BCZ from any liability arising directly or indirectly from such changes.



If required under Scope of Services, BCZ will compile and deliver to the Client a reproducible set of Record Documents based upon the marked-up drawings, addenda, change orders and other data furnished by the Contractor. These record Documents will show significant changes made during construction. Because Record Documents are based upon unverified information provided by other parties, BCZ cannot warrant the accuracy of these changes.

Suspension of Services: If the Client fails to make payments when due or is otherwise in breach of this Agreement, BCZ may terminate this agreement, or suspend performance of services upon seven (7) calendar day's notice to the Client. BCZ shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by the Client's breach of contract. Upon payment in full by the Client, BCZ shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspensions plus any other reasonable time and expense necessary for BCZ to resume performance.

Termination and Acceptance: Either party may terminate this Agreement upon giving the other party not less than seven (7) days calendar notice for any of the following reasons: a) Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, b) Assignment of this Agreement or transfer of the project by either party to any entity without the prior written consent of the other party, c) suspension of the project or BCZ's services by the Client for more than 90 days, consecutive or in the aggregate, d) material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule required for the performance of such changes. In the event of termination of this Agreement, the Client will, within fifteen (15) calendar days of termination, pay BCZ for all services rendered plus reimbursable costs incurred by BCZ up to the date of termination.

Client may accept Engineers' Proposal either by signature, oral assent, authorizing services, and any of these modes of acceptance shall be deemed to incorporate this proposal and Terms and Conditions into the contract between the parties thereby formed.

Promotional Items: Project signs displayed at construction sites affected by this Agreement shall include Bruner, Cooper & Zuck, Inc., Civil Engineers and Land Surveyors. Articles for publication regarding this project shall acknowledge Bruner, Cooper & Zuck, Inc. as the Civil, Architect, Structural Engineer and/or Land Surveyor, as applicable. Bruner, Cooper & Zuck, Inc. reserves the right to publish photos regarding this project for marketing purposes as well as through social media.




2021 ENGINEERING, ARCHITECTURAL AND LAND SURVEYING FEES

HOURLY BILLING RATES

Engineering, Architect and Land Surveying		DIRECT COSTS <small>Direct costs are in addition to hourly billing rates and may include but are not limited to the following:</small>	
Principal	\$130.00 - \$170.00	Robotics Survey Equipment	\$ 35.00 / Hour
Senior Engineer	\$ 100.00 - \$155.00	GPS Survey Equipment	\$ 35.00 / Hour
Project Engineer	\$ 85.00 - \$135.00	Survey Supplies (Hubs, Lathe, Mag Nails, etc.)	\$ Varies / Item
Project Architect	\$ 80.00 - \$135.00	Survey Marker	\$ 25.00 / Each
Design Engineer	\$ 75.00 - \$110.00	Concrete Survey Monument	\$ 20.00 / Each
Project Manager	\$ 80.00 - \$125.00	Iron Rod – Rebar	\$ 4.50 / Each
Senior Land Surveyor	\$ 90.00 - \$170.00	Tower Climbing	\$ 125.00 / Day
Survey Crew Chief	\$ 65.00 - \$110.00	Copies (In-House) 24" x 36"	\$ 4.00 / Each
Survey Technician III	\$ 65.00 - \$110.00	Copies (in-House) 18" x 24"	\$ 3.00 / Each
Survey Technician II	\$ 45.00 - \$ 65.00	Copies (In-House) 11" x 17"	\$ 1.00 / Each
Survey Technician I	\$ 35.00 - \$ 55.00	Copies (In-House) 8.5" x 11"	\$.50 / Each
Engineering Technician IV	\$ 80.00 - \$115.00	Overnight Stay	\$Varies / Night
Engineering Technician III	\$ 65.00 - \$ 85.00	Per Diem	\$ 40.00 / Day
Engineering Technician II	\$ 50.00 - \$ 75.00	Traffic Counters (Per Lane)	\$500/48 Hr. Test
Engineering Technician I	\$ 30.00 - \$ 50.00	Mileage (Standard IRS Rate - 2020)	\$ 0.56/Mile
Senior Architectural Technician	\$ 70.00 - \$ 95.00	Sub Consultant Services	Cost + 10%
Architectural Technician	\$ 50.00 - \$ 75.00	Other Direct Costs	Cost
Construction Observer	\$ 50.00 - \$105.00		
Senior Construction Observer	\$ 85.00 - \$140.00		
Senior Environmental Specialist	\$ 90.00 - \$130.00		
Office Manager	\$ 60.00 - \$100.00		
Controller	\$ 60.00 - \$100.00		
Administrative Assistant	\$ 35.00 - \$ 65.00		
1-Man Survey Crew	\$12500		
2-Man Survey Crew	\$155.00		

2021 MATERIAL TESTING FEES

SOIL AND AGGREGATE		*CONCRETE – Unconfined Compression Tests	
Standard Proctor Tests AASHTO T99-04 or ASTM D	\$170.00 / Each	Cylinders Molded by BCZ (ASTM C39)	\$18.00 / Each
Nuclear Density Gauge	\$ 11.00 / Test + Hourly Rate	Cylinders Molded by others (ASTM C39)	\$20.00 / Each
Penetrometer Test & Report	\$500.00 (minimum)	6" x 12" Concrete Cylinder Molds	\$ 2.50 / Each
Particle Size Distribution Gradation: ASTM D6913	\$ 80.00 / Each	Cylinders held but not tested	\$10.00 / Each
Washed Size Distribution Gradation: ASTM D6913	\$140.00 / Each	2" Cubes (ASTM C109)	\$14.00 / Each
 188 E. Simmons Street Galesburg, IL 61401 309.343.9282 308 N. 3rd Street Burlington, IA 52601 319.752.9282 835 Golden Valley Drive Bettendorf, IA 52722 563.355.1856		Grout Prisms 9(ASTM C1019)	\$24.00 / Each
		Flexural Strength Tests / Third Point Loading ASTM C78	\$34.00 / Each
		Preparation of Concrete Cylinders	Hourly Rate
		Slump, Air Content, Temperature	Hourly Rate
		Sub Consultant Services	Cost + 10%
		*Higher rates may apply when additional services are required.	
		www.bczengineering.com	

CITY OF GALESBURG

Community Development Department

Operating Under Council – Manager Government Since 1957

Address:

120 E Main St

Galesburg IL 61401

PIN: 9915226023

Property and Area Description:

Located adjacent to city owned Park Plaza and near public parking Lot E. Within walking distance of 3 City public transit routes.

Building Details:

Zoning: B-3 Central Business

Within 100 year floodplain: No

Parking Spaces: 2, potential for lot east of bldg

Available (sq ft): 5,040 per floor

Land with Buildings (Acres): .112

Year Built: 1896

Number of Stories: 3 + full basement

Ceiling Peak (ft): basement 7', 1st 15'9", 2nd 11', 3rd 11 1/2'

Construction Type: 3B Noncombustible/Combustible Unprotected

Sprinkler System: None

Primary Building Use Vacant

Secondary Building Use:

Former Use:

Utilities:

Electric Distribution: Ameren IP

Natural Gas Distribution: Ameren IP

Water: City of Galesburg

Sewer: Galesburg Sanitary District

Telecommunication Service: CenturyLink, Comcast Communications

Additional Comments:

In 2020 city installed new membrane roof, did masonry & structural repairs to the east wall from floor line of the 3rd level up through parapet. There is some asbestos in basement on piping & floor tile and first floor tile.



Geographic Boundaries (within):

Enterprise Zone:	YES
National Historic District:	YES
Special Service Area:	YES
TIF I:	No
TIF II:	No
TIF III:	No
TIF IV:	YES
TIF V:	No
Downtown Strategic Plan:	YES

Contacts:

Owner Name: City of Galesburg
Organization:
Address: 55 W Tompkins St
CSZ: Galesburg, IL 61401
Phone: 309/345-3637
Cell:
Fax:
Email:

Broker:
Organization:
Phone:
Broker Cell:
Email:

**CITY OF GALESBURG
COUNCIL LETTER
DECEMBER 6, 2021**

AGENDA ITEM: Agreement with Bruner, Cooper, and Zuck, Inc. to prepare a grant application for the State of Illinois Rebuild Downtowns and Main Streets Grant for the National Railroad Hall of Fame (NRHOF) Project.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works and City Engineer recommend approval of an agreement with Bruner, Cooper, and Zuck, Inc. to prepare a grant application in an amount not to exceed \$5,000.

BACKGROUND: This is one of three projects the city intends to apply for through this program and consists of applying for construction of a new building south of the Amtrak Station to house the NRHOF. The City will be applying on behalf of the NRHOF for a \$2.5 million grant from the program. Since the NRHOF is not a governmental entity a 50% match is required for the program which is proposed to be paid by the foundation.

The Illinois Department of Commerce and Economic Opportunity (DCEO) is accepting applications for the Rebuild Downtowns and Main Streets Grant. This is a new one time grant program designed to bring investments to revitalize commercial corridors and main street areas statewide. The program leverages funds from the American Rescue Plan Act to provide grants for construction, repair and modernization of public infrastructure and amenities to boost jobs, improve quality of life and stimulate economic activity for areas hit hardest during COVID-19. Projects must be located in a commercial center or downtown area and may include, but are not limited to: roadways, parking and public way improvements, parks and venues or plazas for public use, sustainability upgrades, structural repairs, and mixed-use or transit-oriented development. This grant opportunity is intended for infrastructure investment that has a strong and direct connection with efforts to promote recovery from the COVID-19 health and economic crisis. Priority will be given to projects that are located in a disproportionately impacted area, an Opportunity Zone, or a Qualified Census Tract. Projects that advance initiatives that are part of a regional or local plan will also score higher.

The program is competitive and provides \$50 million for projects across Illinois. The minimum grant size is \$250,000 and the maximum grant size is \$3 million. Since NRHOF is not a governmental entity there is a 50% match requirement. Based on a staff review of the grant requirements and consultation with the State Department of Economic Opportunity (DCEO), and Bruner, Cooper, and Zuck, Inc., it is proposed to apply for construction of a new building south of the Amtrak Station to house the NRHOF. The project is located in a qualified census tract in addition to being adjacent or nearby many businesses impacted by COVID, which would make it a strong application for the program. The estimated cost of the project would be \$5 million with a proposed 50% local match from the NRHOF. The deadline to submit a project is January 10, 2022. Projects are anticipated to be selected in the summer of 2022 and would be constructed in 2023 if selected.

BUDGET IMPACT: The grant application agreement amount of \$5,000 would be paid from the Economic Development Fund (24).

SUPPORTING DOCUMENTS:

1. Agreement with Bruner, Cooper, and Zuck, Inc.
2. NRHOF Concept Renderings

Bruner, Cooper & Zuck Inc.



Engineers • Architects • Land Surveyors

November 29, 2021

Mr. Wayne Carl
City Hall
55 West Tompkins Street
Galesburg, Illinois 61401

Subject: Proposal for Grant Application Services for National Railroad Hall of Fame (NRRHOF) to be located South of existing Galesburg Depot
Rebuild Downtowns and Main Streets Capital Grant Program (RDMS)
Galesburg, Illinois

Dear Wayne:

Thank you for contacting our firm regarding services required for subject project. We are certainly interested in this Project, and we are pleased to present this brief proposal for your consideration.

After discussing this Project with you, we anticipate the following Scope of Work for the new NRRHOF to be located southwest of the current Galesburg train depot:

1. Prepare Rebuild Downtowns and Main Streets Capital Grant Program (RDMS) grant application by January 10, 2022, deadline.

Our proposal is contingent on the NRRHOF providing our firm with schematic architectural drawings and an estimate of project cost.

Based upon the above outlined Scope of Work, we propose that our total fee for this Project will not exceed \$5,000. Our firm is available to begin work on this Project immediately upon City authorization.

Thank you again for the opportunity to submit this proposal, and please feel free to contact that undersigned with any questions or comments that you may have.

835 Golden Valley Drive
Bettendorf, IA 52722
563.355.1856

188 E. Simmons Street
Galesburg, IL 61401
309.343.9282

308 N. 3rd Street
Burlington, IA 52601
319.752.9282

BRUNER, COOPER & ZUCK, INC.

Engineers, Architects & Land Surveyors

City of Galesburg, Wayne Carl

- 2 -

November 29, 2021

Thank you again for the opportunity to submit this proposal, and please feel free to contact that undersigned with any questions or comments that you may have.

Sincerely,

BRUNER, COOPER & ZUCK, INC.



Kevan J. Cooper, P.E., P.L.S.

pbb
enc

.....
The undersigned accepts this proposal and our Terms and Conditions attached hereto:

Proposal and Terms & Conditions accepted this _____ day of _____, 2021

Signature: _____

Print: _____



Standard of Care: Services provided by Bruner, Cooper & Zuck, Inc. (BCZ) under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in this geographic area.

Additional Services: When additional services beyond the defined scope are requested, an amendment will be prepared by and approved by the Client prior to commencing work. Additional services shall be performed on a time and material basis at BCZ's Standard Hourly Rates, or for a negotiated fee.

Responsibilities of the Client: The Client shall be required to provide full information regarding the requirements for this project and shall designate a representative authorized to act on its behalf with respect to the Project. All communication and authorization shall be by or through this representative. The Client shall examine documents prepared by BCZ and shall render decisions related to the project promptly, to avoid unreasonable delay in the performance of services. If the Client becomes aware of any fault or defect in BCZ's services or non-conformance with the agreed to Scope of Services, the Client will provide prompt notice to BCZ. The Client will provide access to all areas necessary for completion of this project. Any expense related to notification of landowners or obtaining access rights will be at the Client's sole expense unless indicated otherwise under Scope of Services. If BCZ is not given access to areas necessary for completion of this project during scheduled site visits, BCZ will inform the client of difficulties in accessing the property and will invoice the Client for repeat visits as an additional service.

Engagement of Sub consultants: BCZ may engage the services of sub consultants when, in BCZ's sole opinion, it is appropriate to do so to complete the required Scope of Work. These sub consultants may include but are not limited to: Geotechnical, Mechanical or Electrical Engineers, Architects, Landscape Architects, and testing laboratories.

Billing/Payment: The Client agrees to pay BCZ for all services performed and all costs incurred. Invoices for BCZ's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify BCZ of any objections to the invoice within five working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement and satisfaction with BCZ's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment for services rendered is due regardless of suspension or termination of this Agreement by either party. A finance charge (late fee), computed by a single periodic rate of 1.5% per month which is an annual percentage rate of 18%, will be added to the total account balance for accounts over 30 days old. The minimum finance charge is \$5.00. In the event, any portion of an account remains unpaid 120 days after the billing, BCZ may institute collection action. If BCZ is successful in collection proceedings, the Client agrees to pay the fee due, plus interest, as well as all costs of collection, and BCZ's reasonable attorney's fees. In no case will with Client postpone, withhold or make payment contingent upon the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties, firms, agencies, or individuals.

Indemnifications: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless BCZ, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of BCZ.

Limitation of Liability: It is agreed that BCZ's liability for this project for negligent acts, errors, or omissions, and all claims, losses, cost, damages, cost of defense, expenses from any cause, including Client, Contractors, and Attorney fees, is limited to fees collected or \$50,000, whichever is greater. In addition, BCZ assumes no responsibility for the existence, discharge of or exposure to any hazardous, toxic, or infectious materials, and assumes no responsibility for the removal or other services. Therefore, except in claims arising from the negligent acts and errors of BCZ, the client agrees to hold harmless and indemnify BCZ from all claims or damages arising from or alleged to arise from such existence, discharge, or exposure.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. BCZ may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. BCZ shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Certification, Guarantees and Warranties: BCZ shall not be required to execute any document that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions. Engineer's findings, interpretations, opinions, and recommendations are probabilities based on Engineer's professional judgment of site conditions as discernible from the limited, and often indirect, information provided by others, information available to Engineer at the time the work was performed, or information observed or developed by Engineer using the methods specified in the scope of work. Engineer does not warrant the accuracy, completeness, or validity of information and independent opinions, conclusions, and recommendations provided or developed by others, nor does Engineer assume any responsibility for documenting or reporting conditions detectable with methods or techniques not specified in the scope of work.

Dispute Resolution: Any claims or disputes between the Client and BCZ arising out of the services to be provided by BCZ or out of this Agreement shall be submitted to non-binding mediation. The Client and BCZ agree to include a similar mediation agreement with all contractors, sub consultants, subcontractors, suppliers and fabricators, providing for mediations as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Means and Methods: BCZ shall not be responsible for, nor have controls over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project. In cases where a General Contractor is present on a project, the Client agrees that the General Contractor will be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the general Contractor. The Client also agrees that the Client, BCZ and sub consultants of BCZ will be indemnified by the General Contractor and will be made additional insureds under the General Contractor's policies of General Liability Insurance.

Construction Observation: If required under Scope of Services, BCZ shall visit the construction site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and BCZ, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or detailed inspection of the Contractor's work but rather to allow BCZ, as an experienced professional firm, to become generally familiar with the work in progress and to determine, in general, if the project is proceeding in accordance with contract documents. Based upon this observation, BCZ will inform the Client about the progress of the work and will attempt to guard the Client against obvious non-compliance with project specifications.

When BCZ does not provide construction observation services, it is agreed that the professional services of BCZ do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the Engineer and will hold harmless BCZ for the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund will be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by Contractors constructing BCZ-designed systems shall be submitted to BCZ for review prior to being approved by contract holder. BCZ will not approve amounts requested that are above a normal bid amount for the work involved. In no case, will costs be assessed to BCZ at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of BCZ. BCZ shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Integrity of Work Products: In the event the Client, the client's contractors or subcontractors, or anyone for whom the Client is legally liable makes, orders, or permits to be made any changes to reports, plans, specifications, or construction documents prepared by BCZ without obtaining BCZ's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to assume sole responsibility and waive any and all potential claims against BCZ and to release BCZ from any liability arising directly or indirectly from such changes.



If required under Scope of Services, BCZ will compile and deliver to the Client a reproducible set of Record Documents based upon the marked-up drawings, addenda, change orders and other data furnished by the Contractor. These record Documents will show significant changes made during construction. Because Record Documents are based upon unverified information provided by other parties, BCZ cannot warrant the accuracy of these changes.

Suspension of Services: If the Client fails to make payments when due or is otherwise in breach of this Agreement, BCZ may terminate this agreement, or suspend performance of services upon seven (7) calendar day's notice to the Client. BCZ shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by the Client's breach of contract. Upon payment in full by the Client, BCZ shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspensions plus any other reasonable time and expense necessary for BCZ to resume performance.

Termination and Acceptance: Either party may terminate this Agreement upon giving the other party not less than seven (7) days calendar notice for any of the following reasons: a) Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, b) Assignment of this Agreement or transfer of the project by either party to any entity without the prior written consent of the other party, c) suspension of the project or BCZ's services by the Client for more than 90 days, consecutive or in the aggregate, d) material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule required for the performance of such changes. In the event of termination of this Agreement, the Client will, within fifteen (15) calendar days of termination, pay BCZ for all services rendered plus reimbursable costs incurred by BCZ up to the date of termination.

Client may accept Engineers' Proposal either by signature, oral assent, authorizing services, and any of these modes of acceptance shall be deemed to incorporate this proposal and Terms and Conditions into the contract between the parties thereby formed.

Promotional Items: Project signs displayed at construction sites affected by this Agreement shall include Bruner, Cooper & Zuck, Inc., Civil Engineers and Land Surveyors. Articles for publication regarding this project shall acknowledge Bruner, Cooper & Zuck, Inc. as the Civil, Architect, Structural Engineer and/or Land Surveyor, as applicable. Bruner, Cooper & Zuck, Inc. reserves the right to publish photos regarding this project for marketing purposes as well as through social media.




2021 ENGINEERING, ARCHITECTURAL AND LAND SURVEYING FEES

HOURLY BILLING RATES

Engineering, Architect and Land Surveying		DIRECT COSTS <small>Direct costs are in addition to hourly billing rates and may include but are not limited to the following:</small>	
Principal	\$130.00 - \$170.00	Robotics Survey Equipment	\$ 35.00 / Hour
Senior Engineer	\$ 100.00 - \$155.00	GPS Survey Equipment	\$ 35.00 / Hour
Project Engineer	\$ 85.00 - \$135.00	Survey Supplies (Hubs, Lathe, Mag Nails, etc.)	\$ Varies / Item
Project Architect	\$ 80.00 - \$135.00	Survey Marker	\$ 25.00 / Each
Design Engineer	\$ 75.00 - \$110.00	Concrete Survey Monument	\$ 20.00 / Each
Project Manager	\$ 80.00 - \$125.00	Iron Rod – Rebar	\$ 4.50 / Each
Senior Land Surveyor	\$ 90.00 - \$170.00	Tower Climbing	\$ 125.00 / Day
Survey Crew Chief	\$ 65.00 - \$110.00	Copies (In-House) 24" x 36"	\$ 4.00 / Each
Survey Technician III	\$ 65.00 - \$110.00	Copies (in-House) 18" x 24"	\$ 3.00 / Each
Survey Technician II	\$ 45.00 - \$ 65.00	Copies (In-House) 11" x 17"	\$ 1.00 / Each
Survey Technician I	\$ 35.00 - \$ 55.00	Copies (In-House) 8.5" x 11"	\$.50 / Each
Engineering Technician IV	\$ 80.00 - \$115.00	Overnight Stay	\$Varies / Night
Engineering Technician III	\$ 65.00 - \$ 85.00	Per Diem	\$ 40.00 / Day
Engineering Technician II	\$ 50.00 - \$ 75.00	Traffic Counters (Per Lane)	\$500/48 Hr. Test
Engineering Technician I	\$ 30.00 - \$ 50.00	Mileage (Standard IRS Rate - 2020)	\$ 0.56/Mile
Senior Architectural Technician	\$ 70.00 - \$ 95.00	Sub Consultant Services	Cost + 10%
Architectural Technician	\$ 50.00 - \$ 75.00	Other Direct Costs	Cost
Construction Observer	\$ 50.00 - \$105.00		
Senior Construction Observer	\$ 85.00 - \$140.00		
Senior Environmental Specialist	\$ 90.00 - \$130.00		
Office Manager	\$ 60.00 - \$100.00		
Controller	\$ 60.00 - \$100.00		
Administrative Assistant	\$ 35.00 - \$ 65.00		
1-Man Survey Crew	\$12500		
2-Man Survey Crew	\$155.00		

2021 MATERIAL TESTING FEES

SOIL AND AGGREGATE		*CONCRETE – Unconfined Compression Tests	
Standard Proctor Tests AASHTO T99-04 or ASTM D	\$170.00 / Each	Cylinders Molded by BCZ (ASTM C39)	\$18.00 / Each
Nuclear Density Gauge	\$ 11.00 / Test + Hourly Rate	Cylinders Molded by others (ASTM C39)	\$20.00 / Each
Penetrometer Test & Report	\$500.00 (minimum)	6" x 12" Concrete Cylinder Molds	\$ 2.50 / Each
Particle Size Distribution Gradation: ASTM D6913	\$ 80.00 / Each	Cylinders held but not tested	\$10.00 / Each
Washed Size Distribution Gradation: ASTM D6913	\$140.00 / Each	2" Cubes (ASTM C109)	\$14.00 / Each
 <p style="text-align: center;">188 E. Simmons Street Galesburg, IL 61401 309.343.9282</p> <p style="text-align: center;">308 N. 3rd Street Burlington, IA 52601 319.752.9282</p> <p style="text-align: center;">835 Golden Valley Drive Bettendorf, IA 52722 563.355.1856</p>		Grout Prisms 9(ASTM C1019)	\$24.00 / Each
		Flexural Strength Tests / Third Point Loading ASTM C78	\$34.00 / Each
		Preparation of Concrete Cylinders	Hourly Rate
		Slump, Air Content, Temperature	Hourly Rate
		Sub Consultant Services	Cost + 10%
		<p><i>*Higher rates may apply when additional services are required.</i></p> <p style="text-align: center;">www.bczengineering.com</p>	

ENGINES *of* FREEDOM



The Story of American Railroading





*“When guests leave this place,
they should say,*

***‘I like railroads.
They’re part of my future.’”***

*Michael R. Haverty, Chairman (retired)
Kansas City Southern Railway*



Architectural Design



The *Engines of Freedom* visitor attraction anchors the cultural district. The building's design offers guests generous views of triple-track freight and passenger traffic just outside the window.



Central Station



Central Station is an energizing space filled with the sights and sounds of trains to immerse the visitor in the world of modern railroading.



Central Station



Kinetic images swirling across the ceiling captivate visitors with a variety of trains thundering through the beautiful American landscape.



Wall of Fame



At the touch of a finger, these animated portraits enlarge and come alive to tell the stories of the men and women who made some of the greatest contributions to American railroading—the inductees of the National Railroad Hall of Fame.



Railroad Timeline



A graphic timeline encircling the walls of Central Station orients visitors to the seminal moments in American railroad story.



Spirit of the Railroaders



The *Spirit of The Railroaders* is a legacy of vision, ingenuity and courage. In this gallery, guests discover how that spirit lives on in the industry to-day.



Family of Railroaders



The Family of Railroaders story tree invites visitors to meet the men and women behind the trains. Guests select a portrait from the interactive kiosk to hear a personal story of life on the railroads.



Train Viewing Gallery



Young and old alike will want to linger in this space. The train viewing gallery combines the best of interactive, immersive system maps with the excitement of live freight and passenger traffic right outside the window.



Interactive System Maps



Interactive media screens surround the train viewing area, reminding visitors that passing trains are part of an expansive national network delivering the commodities and consumer goods they rely on every day.



Flexible Exhibition Gallery



The Flexible Exhibition Gallery entices guests to return again and again to enjoy a variety of special exhibits and touring shows.



Retail



As guests leave the facility, they can choose from a variety of carefully selected items to remind them of their remarkable journey into the world of American railroad-ing.



Exhibit
Design



Architectural
Design

National Railroad Hall of Fame



Julie King, Executive Director
311 East Main Street, Suite 513
Galesburg, Illinois 61401
309.345.4634 Office
309.368.7842 Mobile

An ordinance levying taxes for all town purposes for the Town of the City of Galesburg, Knox County, Illinois, for the tax year 2021, collectable in 2022.

BE IT ORDAINED by the Board of Trustees of the Town of the City of Galesburg Township, Knox County, Illinois.

SECTION 1: That the sum of Five Hundred Thirty One Thousand Dollars (\$531,000) are hereby levied upon all property subject to taxation within the Townships that property is assessed and equalized, in order to meet and defray all necessary expenses and liabilities of the Township as required by statute or voted by the people in accordance with the law, for such purposes as:

Town Fund	General Assistance Fund
IMRF Fund	Social Security & Medicare Fund
Liability Fund	Audit Fund

SECTION 2: That levied for each object and purpose shall be as follows:

	<u>Amount Levied</u>
<u>GENERAL TOWN FUND</u>	
<u>ADMINISTRATION</u>	
Personnel	\$92,000
Contractual Services	\$2,000
Commodities	\$2,000
Other Expenditures	\$2,000
TOTAL ADMINISTRATION:	\$98,000
<u>ASSESSOR</u>	
Personnel	\$166,000
Contractual Services	\$4,000
Commodities	\$7,000
Capital Outlay	\$6,000
Other Expenditures	\$4,000
TOTAL ASSESSOR:	\$187,000
TOTAL GENERAL TOWN FUND:	\$285,000
<u>AUDIT FUND</u>	
Contractual Services	\$7,000

TOTAL AUDIT FUND:	\$7,000
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INSURANCE FUND

Personnel	\$0
Contractual Services	\$8,000

TOTAL INSURANCE FUND:	\$8,000
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ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

Personnel	\$34,0000
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TOTAL IMRF FUND:	\$34,000
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SOCIAL SECURITY FUND

Personnel	\$34,000
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TOTAL SOCIAL SECURITY FUND:	\$34,000
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GENERAL ASSISTANCE FUND

ADMINISTRATION

Personnel	\$79,000
Contractual Services	\$2,000
Commodities	\$2,000
Other Expenditures	

TOTAL ADMINISTRATION:	\$83,000
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HOME RELIEF

Contractual Services	\$29,000
Commodities	\$28,000
Other Expenditures	\$23,000

TOTAL HOME RELIEF:	\$80,000
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TOTAL GENERAL ASSISTANCE FUND:	\$163,000
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TAX LEVY SUMMARY

General Corporate Tax	\$285,000
Audit Tax	\$7,000
Insurance Tax	\$8,000

Illinois Municipal	
Retirement Tax	\$34,000
Social Security Tax	\$34,000
Public Assistance Tax	\$163,000

TOTAL TAXES LEVIED:	\$531,000
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SECTION 3: That the Town Clerk shall make and file with the County Clerk of Knox County, on or before the last Tuesday of December, a duly certified copy of this ordinance.

SECTION 4: That if any section, subdivision, or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such finding shall not affect the validity of the remaining portion of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect after its adoption, as provided by law.

Approved this _____ day of December 2021 by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Christine Eik Winick, Township
Supervisor

ATTEST:

Peter D. Schwartzman, Trustee

Kelli R. Bennewitz, Township Clerk

ORDINANCE NO. 21-9027

An ordinance appropriating for all town purposes for Township, Knox County, Illinois, for the fiscal year beginning January 1, 2022, and ending December 31, 2022.

BE IT ORDAINED by the Board of Trustees of the Town of the City of Galesburg Township, Knox County, Illinois.

SECTION 1: That the amounts hereinafter set forth, or so much thereof as may be authorized by law, and as may be needed or deemed necessary to defray all expenses and liabilities of the Town of the City of Galesburg Township, be and the same are hereby appropriated for the town purposes of the Town of the City of Galesburg Township, Knox County, Illinois, as hereinafter specified for the fiscal year beginning January 1, 2022, and ending December 31, 2022.

SECTION 2: That the following budget containing an estimate of revenues and expenditures is hereby adopted for the following funds,

Town Fund	General Assistance Fund
IMRF Fund	Social Security & Medicare Fund
Liability Fund	Audit Fund

1. General Town Fund		
Beginning Balance 1/1/2022		\$507,934.00
Revenues		
Property Tax	\$310,500.00	
Replacement Tax	\$60,000.00	
Interest Income	\$200.00	
Total Revenues		\$370,700.00
Total Funds Available		\$878,634.00
Expenditures		
Administration	\$173,753.00	
Assessor	\$342,000.00	
Total Expenditures		\$515,753.00
Ending Balance 12/31/2022		\$362,881.00
1.11 Administration		

Personnel		
Salaries	\$116,253.00	
Total		\$116,253.00
Contractual Services		
Legal & Professional Service	\$2,500.00	
Travel Expenses - Other	\$2,000.00	
Total		\$4,500.00
Commodities		
Office Supplies/Postage/Publications	\$3,500.00	
Operating Supplies		
Total		\$3,500.00
Other Expenditures		
Building - Maintenance	\$20,000.00	
Town Hall	\$17,000.00	
Miscellaneous Expense	\$500.00	
Contingencies	\$1,000.00	
Capital Outlay - Equipment	\$5,000.00	
Maintenance Agreement	\$4,000.00	
Bonds	\$2,000.00	
Total		\$49,500.00
Total Administration		\$173,753.00
1-12 Assessor		
Personnel		
Salaries	\$218,000.00	
Health Insurance	\$75,000.00	
Total		\$293,000.00
Contractual Services		
Maintenance Agreements	\$6,700.00	
Maintenance Service - Vehicle	\$3,000.00	
Travel & Training - Assessor	\$2,500.00	
Travel & Training - Office	\$5,500.00	
Legal & Professional	\$10,000.00	
Total		\$27,700.00
Commodities		

Office Supplies & Postage	\$6,500.00	
Total		\$6,500.00
Capital Outlay		
Equipment	\$10,000.00	
Vehicle		
Total		\$10,000.00
Other Expenditures		
Miscellaneous Expense	\$500.00	
Contingencies	\$4,000.00	
Other Post Employment Benefits	\$300.00	
Total		\$4,800.00
Total Assessor		\$342,000.00
Total Town Fund		\$515,753.00
11 Audit Fund		
Beginning Balance 1/1/2022		\$17,818.97
Revenues:		
Property Tax	\$22,000.00	
Interest Income	\$10.00	
Total Revenues		\$22,010.00
Total Funds Available		\$39,828.97
Contractual Services		
Accounting Service	\$20,000.00	
Office Supplies	\$0.00	
Total Expenditures		\$20,000.00
Ending Balance 12/31/2022		\$19,828.97
12 Liability Fund		
Beginning Balance 1/1/2022		\$31,191.94
Revenues:		
Property Tax	\$2,500.00	
Interest Income	\$10.00	
Total Revenues		\$2,510.00
Total Funds Available		\$33,701.94

Expenditures		
Unemployment Insurance	\$600.00	
Worker's Compensation - Town	\$1,800.00	
Worker's Compensation - General Assistance	\$300.00	
Office Supplies	\$0.00	
Contractual Services		
Liability Insurance	\$5,000.00	
General Insurance		
Risk Management		
Total Expenditures		\$7,700.00
Ending Balance 12/31/2022		\$26,001.94
Illinois Municipal Retirement Fund		
Beginning Balance 1/1/2022		\$116,000.34
Revenues		
Property Tax	\$34,000.00	
Replacement Tax		
Interest Income	\$30.00	
Total Revenues:		\$34,030.00
Total Funds Available		\$150,030.34
Expenditures		
Personnel		
Retirement Contribution	\$34,000.00	
Office Supplies	\$40.00	
Total Expenditures		\$34,040.00
Ending Balance 12/31/2022		\$115,990.34
Social Security/Medicare Fund		
Beginning Balance 1/1/2022		\$74,345.82
Revenues		
Property Tax	\$28,000.00	
Replacement Tax		
Interest Income	\$10.00	
Total Revenues		\$28,010.00

Total Funds Available		\$102,355.82
Expenditures		
Personnel		
Social Security/Medicare	\$34,000.00	
Office Supplies	\$0.00	
Total Expenditures		\$34,000.00
Ending Balance 12/31/2022		\$68,355.82
General Assistance Fund		
Beginning Balance 1/1/2022		\$682,811.00
Revenues		
Property Tax	\$134,000.00	
Interest Income	\$150.00	
Other Townships	\$20,000.00	
Total Revenues		\$154,150.00
Total Funds Available		\$836,961.00
Expenditures		
15.11 Administration	\$153,800.00	
15.31 Home Relief	\$280,000.00	
Total Expenditures		\$433,800.00
Ending Balance 12/31/2022		\$403,161.00
15.11 Administration		
Personnel		
Salaries	\$115,000.00	
Health Insurance	\$16,000.00	
Total Expenditures		\$131,000.00
Contractual Services		
Professional Services - Legal	\$200.00	
Travel Expenses	\$1,000.00	
Bonds	\$0.00	
Total Expenditures		\$1,200.00
Commodities		
Maintenance Supplies-Equipment		

Maintenance Agreements	\$2,000.00	
Office Supplies & Postage	\$3,500.00	
Total Expenditures		\$5,500.00
Capital Outlay		
Equipment	\$10,000.00	
Total Expenditures		\$10,000.00
Other Expenditures		
Miscellaneous Expense	\$1,000.00	
Contingencies	\$5,000.00	
Other Post Employment Benefits	\$100.00	
Total Expenditures		\$6,100.00
Total Administration		\$153,800.00
15.31 Home Assistance		
Contractual Services		
Medical and Dental Services	\$10,000.00	
Shelter	\$83,000.00	
Utilities	\$24,000.00	
Funeral & Burial Service	\$4,000.00	
Ambulance	\$1,500.00	
Total Expenditures		\$122,500.00
Commodities		
Food	\$35,000.00	
Personal/Household Needs/Clothing	\$40,500.00	
Client Misc./Insurance/Bus Passes/Laundry	\$12,000.00	
Total Expenditures		\$87,500.00
Other Expenditures		
Assistance Transportation/Misc.	\$3,000.00	
Emergency Assistance - Rent	\$23,000.00	
Emergency Assistance - Utilities	\$40,000.00	
Emergency Assistance - Misc.	\$4,000.00	
		\$70,000.00
Total Home Relief		\$280,000.00
Total General Assistance		\$433,800.00

Section 3: That the amount appropriated for town purposed for the fiscal year beginning January 1,

2022, and ending December 31, 2022, by fund shall be as follows:

General Town Fund	\$515,753	
Audit Fund	\$20,000	
Liability Fund	\$7,700	
Social Security/Medicare Fund	\$34,000	
Illinois Municipal Retirement Fund (IMRF)	\$34,040	
General Assistance Fund	\$433,800	
Total Appropriations		\$1,045,293.00

Approved this _____ day of December 2021 by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Christine Eik Winick, Township
Supervisor

ATTEST:

Peter D. Schwartzman, Trustee

Kelli R. Bennewitz, Township Clerk

TOWN OF THE CITY OF GALESBURG

Date: December 6, 2021

Agenda Number: 21-9028

TOWN FUND	<u>\$1,551.35</u>
GENERAL ASSISTANCE FUND	<u>\$3,482.25</u>
IMRF FUND	<u></u>
SOCIAL SECURITY/MEDICARE FUND	<u>\$2,446.07</u>
LIABILITY FUND	<u></u>
AUDIT FUND	<u></u>
TOTAL	<u>\$7,479.67</u>

TOWN FUND
Town Payment Due Report
For the Period From Nov 10, 2021 to Nov 29, 2021

Vendor ID Name	Trans Date	Item ID Item Description	Amount
Ameren AMEREN ILLINOIS	11/29/21		170.30
		Electric Service for Township	
	11/29/21	Gas Service for Township Build	120.04
			290.34
CityGalesburg-DEPEND City of Galesburg	11/23/21		813.86
		Liability W/H Dependent Premiu	
			813.86
CityGalesburgEXPENSE City of Galesburg	11/29/21		27.15
		Water & Sewer for 11/1/21 to 1	
			27.15
GALE CREDIT UNION GALE CREDIT UNION	11/23/21		100.00
		W/H Liability - Williams HSA f	
			100.00
LoraCleaning Lora McAllister	11/29/21		320.00
		Cleaning for Township Building	
			320.00
Report Totals			1,551.35

TOWN FUND
TOWN Payroll Expenses Report
 Nov 1 - Nov 15, 2021

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amount
FEDERAL TAX	11/23/21	Medicare & Soc Sec W/H	2021_Nov30a	912.73	912.73
FEDERAL TAX	11/23/21	Medicare & Soc Sec Payable	2021_Nov30b	912.73	912.73
FEDERAL TAX	11/23/21	Federal P/R Taxes Withheld	2021_Nov30c	1,444.07	1,444.07
GALE CREDIT UNION	11/23/21	125HSA	2021_Nov30	100.00	100.00
IDOR	11/23/21	State P/R Taxes Withheld	2021_Nov30	600.21	600.21
IHMVCU	11/23/21	125HSA	2021_Nov30	200.00	200.00
IMRF	11/23/21	IMRF W/H	2021_Nov30	1,070.50	1,070.50
IMRF	11/23/21	VAC_imrf VAC_imrf	2021_Nov30_V	1,044.89	1,044.89
NCPERS	11/23/21	Insurance W/H	2021_NOV30	80.00	80.00
PAYROLL	11/23/21	Payroll Account Payroll Account	2021_Nov30	7,880.09	7,880.09
				14,245.22	14,245.22

TOWN OF THE CITY OF GALESBURG
General Assistance Advance Payment Report
For the Period From Nov 10, 2021 to Nov 29, 2021

Account ID	Vendor ID	Line Description	Date	Check #	Debit Amou	Credit Amo
1-602 1-104	Swings	Invoice: G14902 Swings RENTALS	11/10/21	23550	315.00	315.00
1-612 1-104	OakbrookCorpLAU	Invoice: G14900 Oakbrook Corporation	11/10/21	23551	20.00	20.00
1-612 1-104	OakbrookCorpLAU	Invoice: g14896 Oakbrook Corporation	11/10/21	23552	10.00	10.00
1-612 1-612 1-612 1-104	City TRANSIT Gales	Invoice: 0353582_G14771 Invoice: 0353582_G14786 Invoice: 0353582_G14845 CITY OF GALESBURG TRANSIT	11/16/21	23556	10.00 10.00 10.00	30.00
1-603 1-104	City WATER Galesb	Invoice: G14905 CITY OF GALESBURG WATER	11/16/21	23557	115.06	115.06
1-602 1-104	Swings	Invoice: G14904 Swings RENTALS	11/16/21	23560	166.00	166.00
1-602 1-104	KCHA	Invoice: G14916 KNOX CO. HOUSING AUTHORITY	11/22/21	23562	62.00	62.00
1-612 1-104	KCHALaundry	Invoice: G14919 KCHA - Laundry	11/22/21	23563	10.00	10.00
1-602 1-104	SunGardenPlace	Invoice: G14914 Sun Garden Place LLC	11/22/21	23565	319.00	319.00
Total					1,047.06	1,047.06

TOWN OF THE CITY OF GALESBURG
General Assistance Payment Due Report
For the Period From Nov 10, 2021 to Nov 29, 2021

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amount
ADM_CITYGALES-DEPE	11/23/21	125 Premium	2021_Nov30	510.30	510.30
ADM_F&MBank	11/23/21	125HSA	2021_Nov30	150.00	150.00
ADM_OSI	11/29/21	Office Supplies & Serv	1116532-0	52.59	52.59
ADM_OSI	11/29/21	Office Supplies & Serv	1116532-1	13.36	13.36
ADM_OSI	11/29/21	Office Supplies & Serv	1117176-0	22.65	22.65
BigLots	11/29/21	.Assistance-P & H	3100031817_G	36.99	36.99
BigLots	11/29/21	.Assistance-P & H	3100031818_G	49.35	49.35
BigLots	11/29/21	.Assistance-P & H	3100031819_G	44.02	44.02
BigLots	11/29/21	.Assistance-P & H	3100031820_G	42.94	42.94
BigLots	11/29/21	.Assistance-P & H	3100031822_G	49.13	49.13
BigLots	11/29/21	.Assistance-P & H	3100031822_G	99.85	99.85
BigLots	11/29/21	.Assistance-P & H	3100031824_G	49.83	49.83
BigLots	11/29/21	.Assistance-P & H	3100031825_G	49.29	49.29
BigLots	11/29/21	.Assistance-P & H	3100031826_G	96.95	96.95
BigLots	11/29/21	.Assistance-P & H	3100031828_G	50.00	50.00
BigLots	11/29/21	.Assistance-P & H	3100031829_G	45.00	45.00
BigLots	11/29/21	.Assistance-P & H	3100031830_G	49.00	49.00
BigLots	11/29/21	.Assistance-P & H	3100031831_G	90.19	90.19
BigLots	11/29/21	.Assistance-P & H	3100031832_G	46.98	46.98
BigLots	11/29/21	.Assistance-P & H	3100031833_G	49.84	49.84
BigLots	11/29/21	.Assistance-P & H	3100031834_G	49.50	49.50
BigLots	11/29/21	.Assistance-P & H	3100031835	99.02	

TOWN OF THE CITY OF GALESBURG
General Assistance Payment Due Report
For the Period From Nov 10, 2021 to Nov 29, 2021

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amount
					99.02
BigLots	11/29/21	.Assistance-P & H	3100031836_G	49.44	49.44
BigLots	11/29/21	.Assistance-P & H	3100031837_G	73.94	73.94
BigLots	11/29/21	.Assistance-P & H	310031827_G1	42.93	42.93
HY-VEE_Main	11/29/21	Assistance-Food	G14832	99.46	99.46
HY-VEE_Main	11/29/21	Assistance-Food	G14888	99.84	99.84
HY-VEE_Main	11/29/21	Assistance-Food	G14894	94.81	94.81
HY-VEE_Main	11/29/21	Assistance-Food	G14897	97.67	97.67
HY-VEE_Main	11/29/21	Assistance-Food	G14907	80.39	80.39
HY-VEE_Main	11/29/21	Assistance-Food	G14910	49.93	49.93
				<u>2,435.19</u>	<u>2,435.19</u>

TOWN OF THE CITY OF GALESBURG

GA Payroll Expenses Report

Nov 1 - Nov 15, 2021

Vendor ID	Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
ADM_F&MBank	11/23/21	2021_Nov30	W/H Liability Natof HSA - Nov 16-30, 2021	150.00	
			Farmers and Mechanics Bank		150.00
ADM_FederalTaxes	11/23/21	2021_Nov30	Employees' W.H for SSMC for Nov 16-30, 2021 - GA	673.65	
			FEDERAL TAXES		673.65
ADM_FederalTaxes	11/23/21	2021_Nov30	Employer's Shar of SSMC for Nov 16-30, 2021 for GA	673.65	
			FEDERAL TAXES		673.65
ADM_FederalTaxes	11/23/21	2021_Nov30	Employees' Federal Tax for Nov 16-30, 2021 for GA	602.51	
			FEDERAL TAXES		602.51
ADM_ICMA	11/23/21	2021_Nov30	W/H Liability After-Tax - Natof Roth 457 for November 16-30, 2021	150.00	
			ICMA RETIREMENT-457		150.00
ADM_IDOR	11/23/21	2021_Nov30	EE W/H for State Income Taxes November 16-30, 2021 for GA	386.95	
			ILLINOIS DEPT. OF REVENUE		386.95
ADM_IMRF	11/23/21	2021_nOV30	EE Contribution to IMRF for November 2021 for GA	358.70	
			IMRF		358.70
ADM_Payroll	11/23/21	2021_Nov30	Net Salaries for November 16-30, 2021 for GA	2,586.42	
			Net Hourly for November 16-30, 2021 for GA	908.15	
			PAYROLL ACCOUNT		3,494.57
				6,490.03	6,490.03

SOCIAL SECURITY & MEDICARE FUND
SSMC Payment Due Report
For the Period From Nov 10, 2021 to Nov 29, 2021

Date	Account ID Account Description	Invoice/CM	Line Description	Debit Amo	Credit Amou
11/29/21	5-416 Social Security & Medica Cash Basis	2021_NOV	Redistribute SSMC to GA for November 2021 GENERAL ASSISTANCE FUND	673.65	673.65
11/29/21	5-416 Social Security & Medica Cash Basis	2021_NOV	Redistribute SSMC to TOWN for November 2021 TOWN FUND	1,772.42	1,772.42
				<u>2,446.07</u>	<u>2,446.07</u>