

Tazewell County Board

Wednesday, February 24, 2021

David Zimmerman, Chairman of the Board

Michael Harris, Vice-Chairman of the Board



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TAZEWELL COUNTY BOARD

James Carius Community Room
and teleconference
Wednesday, February 24, 2021 - 6:00 p.m.

David Zimmerman - Chairman of the Board
Michael Harris - Vice Chairman of the Board

- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Communications from members of the public and county employees – to be provided to the County Board Chairman or the County Administrator via email or written submission prior to 1pm on February 24, 2021. (dzimmerman@tazewell.com, wferrill@tazewell.com or 11 S. 4th Street, Suite 432, Pekin, IL 61554)
- D. Communications from elected and appointed county officials
- E. Approve the minutes of the January 27, 2021 County Board Proceedings
- F. In-Place Executive Committee meeting
- G. Consent Agenda:

Land Use:

- LU-21-03 1. Approve subdivision modification for Cedar Lakes Subdivision

Health Services:

- HS-21-08 2. Approve annual recycling collection programs

Transportation:

- T-21-06 3. Approve purchase of one new tandem axle truck

Finance:

- F-21-07 4. Approve transfer request for Animal Control
- F-21-08 5. Approve transfer request for County Administration
- F-21-09 6. Approve transfer request for County Administration

Executive:

- E-21-42 7. Approve amendment to Ordinance Chapter 94 – Sewers
- E-21-48 8. Approve the Acceptance of the Special Warranty for We Care, Inc. (FY22)
- E-21-49 9. Approve execution and amendment of the Downstate Operating Assistance Grant Agreement for We Care, Inc. (FY21)
- E-21-51 10. Approve authorization of application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991 – We Care, Inc. (FY22)
- E-21-53** **11.** Approve architectural engineering contracts for buildings – CDBG RLF Closeout Grant
Upon approval of In-Place meeting
- E-21-54** **12.** Approve architectural engineering contracts for sidewalks – CDBG RLF Closeout Grant
Upon approval of In-Place meeting
- E-21-55** **13.** Approve the initiation of the close out process for the CDBG DSBS component, namely 700 War Memorial Development, INC
Upon approval of In-Place meeting
- E-21-56** **14.** Approve the initiation of the close out process for the CDBG DSBS component, namely Adore Bridal & Specialty
Upon approval of In-Place meeting
- E-21-57** **15.** Approve the initiation of the close out process for the CDBG DSBS component, namely Binkley’s Jewelers, LTD
Upon approval of In-Place meeting
- E-21-58** **16.** Approve the initiation of the close out process for the CDBG DSBS component, namely Carrigan’s Pub, INC
Upon approval of In-Place meeting
- E-21-59** **17.** Approve the initiation of the close out process for the CDBG DSBS component, namely Castaways Consignment
Upon approval of In-Place meeting
- E-21-60** **18.** Approve the initiation of the close out process for the CDBG DSBS component, namely Davis Bros. Pizza
Upon approval of In-Place meeting
- E-21-61** **19.** Approve the initiation of the close out process for the CDBG DSBS component, namely Floral Designs, LTD
Upon approval of In-Place meeting

- E-21-62** **20.** Approve the initiation of the close out process for the CDBG DSBS component, namely Great American Popcorn Company of Morton
Upon approval of In-Place meeting
- E-21-63** **21.** Approve the initiation of the close out process for the CDBG DSBS component, namely Gym Corner, LTD
Upon approval of In-Place meeting
- E-21-64** **22.** Approve the initiation of the close out process for the CDBG DSBS component, namely Kep's Sports Bar
Upon approval of In-Place meeting
- E-21-65** **23.** Approve the initiation of the close out process for the CDBG DSBS component, namely Lefleur Design & Events, INC
Upon approval of In-Place meeting
- E-21-66** **24.** Approve the initiation of the close out process for the CDBG DSBS component, namely Lorena's Mexican Restaurant, INC
Upon approval of In-Place meeting
- E-21-67** **25.** Approve the initiation of the close out process for the CDBG DSBS component, namely Oz'z
Upon approval of In-Place meeting
- E-21-68** **26.** Approve the initiation of the close out process for the CDBG DSBS component, namely Pine Lakes Golf Club, INC
Upon approval of In-Place meeting
- E-21-69** **27.** Approve the initiation of the close out process for the CDBG DSBS component, namely Pub 29
Upon approval of In-Place meeting
- E-21-70** **28.** Approve the initiation of the close out process for the CDBG DSBS component, namely So Chic Limited
Upon approval of In-Place meeting
- E-21-71** **29.** Approve the initiation of the close out process for the CDBG DSBS component, namely Station 5 Pizza, INC dba Firehouse Pizza
Upon approval of In-Place meeting
- E-21-72** **30.** Approve the initiation of the close out process for the CDBG DSBS component, namely Terk, Inc
Upon approval of In-Place meeting
- E-21-73** **31.** Approve the initiation of the close out process for the CDBG DSBS component, namely The 5th Quarter Sports Bar & Pizzeria, INC
Upon approval of In-Place meeting

E-21-74

- 32.** Approve the initiation of the close out process for the CDBG DSBS component, namely Transformation Lash Studio & Salon
Upon approval of In-Place meeting

Appointments/Reappointments

- E-21-38 a. Appointment of Frank Sciortino to Pekin Main Street
- E-21-39 b. Appointment of Brian Wilson to the Greater Creve Coeur Sanitary District
- E-21-40 c. Appointment of Michael Danner to the Tremont Rescue Squad Board
- E-21-41 d. Appointment of Maxwell Schneider to the Tremont Rescue Squad Board
- E-21-43 e. Appointment of Devin Birch to the Building Board of Appeals
- E-21-44 f. Appointment of Ty Slonneger to the Building Board of Appeals
- E-21-45 g. Appointment of Brett Brown to the Building Board of Appeals
- E-21-46 h. Appointment of Chuck Mathis to the Building Board of Appeals
- E-21-47 i. Appointment of Mike Tanner to the Building Board of Appeals
- E-21-51 j. Reappointment of Jimmy Stevens to the Board of Review
- E-21-52 k. Appointment of John Bisanz to the Board of Review

- H. Unfinished Business
- I. New Business
- J. Review of approved bills
- K. Approve the March 2021 Calendar of Meetings
- L. Recess to March 31, 2021

TAZEWELL COUNTY LAND USE COMMITTEE
SUMMARY OF COMMITTEE AGENDA
February 9, 2021 Meeting
TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON
February 24, 2021


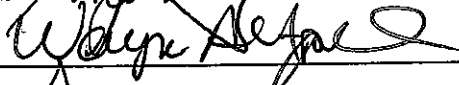
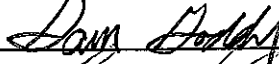

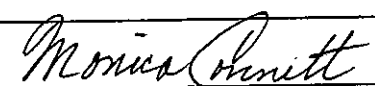
LU-21-03
RESOLUTION

Subdivision Modification for Cedar Lakes Subdivision.

COMMITTEE REPORT
LU-21-03

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:

 _____	
 _____	
 _____	
 _____	 _____

RESOLUTION

WHEREAS, the Tazewell County Land Use Committee approved a Preliminary and Final Plat submitted by Developer Sam LaHood for Cedar Lakes Subdivision on February 9, 2021, to allow for a 7 lot subdivision with lot sizes ranging from 2 to 3.12 acres located in Washington Township, Tazewell County; and;

WHEREAS, Mr. LaHood is requesting a modification to the Tazewell County Subdivision Code to allow access to the said 7 lots via a new private road easement to be named "Woodhall Road". Said private road will be 1,400' in total length to the cul-de-sac with a 60' right-of-way and said road width to be 24' with a gravel base to ensure that public safety vehicles can maneuver efficiently and effectively; and

WHEREAS, the property is located with the 1.5 mile extraterritorial planning jurisdiction of the City of Washington's city limits and Washington as well as the Washington Township Road Commissioner have approved the Preliminary and Final Plat with "Woodhall Road" to be a Private Road and to be 1,400' in length; and

WHEREAS, the Tazewell County Land Use Committee beg leave to report that they have reviewed the request by Sam LaHood for a modification of the requirements of the Tazewell County Subdivision Code to waive the following Sections:

(1) **§155.045 LOTS.**

- (D) All lots shall have 20 feet of frontage on a public road which is presently, or shall be upon completion of the subdivision, publically maintained, unless otherwise specified in Chapter 157. The road/street system of the subdivision shall access directly upon a dedicated road publicly maintained, or road/street which upon completion of the subdivision shall be publicly maintained. Lots with access only to existing private streets or easements shall be permitted only in circumstances in which an extraordinary hardship exists and with the approval of a waiver by the County Board.

(2) **§ 155.078 RIGHT-OF-WAY.**

- (A) Dead-end streets designed to be so permanently shall not be longer than 600 feet, unless limitation of site by reason of topography or existing development makes development impractical except with a longer length. Such streets shall be provided with a circular turn-around having an outside surface diameter of at least 80 feet and right-of-way line diameter of at least 100 feet.
- (B) All streets shall be public and must have a right-of-way width of at least 60 feet unless specified by the Township Highway Commissioner. Any appeals to this requirement shall be made to the Land Use Committee for consideration.

WHEREAS, the Land Use Committee recommends approval of the proposed modifications with the following findings of fact:

1. Due to the site characteristics, and the extraordinary hardship as there are no reasonable connections to other nearby streets, a longer cul-de-sac is acceptable. Further it would be impractical to require a Public Road in this particular circumstance.
2. Granting the requested modification will not have the effect of nullifying the Tazewell County Land Use Plan or the Tazewell County Subdivision Code.
3. Approval was granted by the City of Washington and the Washington Township Road Commissioner for Woodhall Road to be a Private Road and to be 1,400' in length.

NOW THEREFORE BE IT RESOLVED, that the County Board of Tazewell County hereby approves the request for a modification to the Tazewell County Subdivision Code and directs the Plat Officer to approve a Final Plat with the following conditions:

1. Mr. LaHood shall submit to the Plat Officer, prior to approval of the Final Plat, a Private Road Easement Agreement for all lot owners within Cedar Lakes Subdivision accessing Woodhall Road and said agreement shall be filed with the Tazewell County Recorder's Office.

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notifies Kristal Bachman, Community Development Administrator/Plat Officer of this action.

Adopted this 24TH day of February, 2021.

Chairman, Tazewell County Board

ATTEST:

Tazewell County Clerk



**COUNTY OF TAZEWELL
DEPARTMENT OF COMMUNITY DEVELOPMENT**

Kristal Bachman, Community Development Administrator

**CEDAR LAKES SUBDIVISION
PRELIMINARY AND FINAL SUBDIVISION REVIEW**

**Developer: Sam Lahood
Engineer/Surveyor: Austin Engineering
No. of Lots: 7
Date of Plat Review: n/a
Water: Private – shared well
Zoning: R-1 Residential
School District: District 51 and District 308**

**Total Acres Developed: 7.845
Owner: Joe Lahood
Lot Size: 2+ acres
Planning Jurisdiction: Washington
Septic: Private
Township: Washington
Fire District: Central Fire**

The Preliminary and Final Plat propose to create 7 new residential lots of approximately 2 and 3.12 acres.

The property is located within the 1.5 mile extraterritorial planning jurisdiction of Washington's city limits and therefore must also adhere to Washington's Subdivision Code regulations in addition to Tazewell County's. The property is immediately adjacent to East Peoria, but this property falls within Washington's jurisdiction in accordance to the East Peoria-Washington Boundary line agreement.

The lots are to be served by a private shared well and individual septic systems. The proposal meets the County's Subdivision Code regulations with exception to allowing a Private Road versus a Public Road and for the road length to exceed 600' for a dead end street. Mr. Lahood is requesting that the lots be accessed by Woodhall Road which would be a Private Road with costs of repair and maintenance being divided equally between each individual lot owner. The proposed length of Woodhall Road will be approximately 1,400' which is 800' longer than allowed by the Subdivision Code for dead end streets.

The Subdivision Code allows the Land Use Committee the ability to recommend to the County Board that particular waivers of the Code be allowed "where it is found that extraordinary hardships may result from strict compliance with the Code and said modification of the regulations may be allowed so that substantial justice may be done and the public interest secured, provided such modification will not have an effect of nullifying the Comprehensive Plan. Lots with access only to a private street or easement shall be permitted only in circumstances in which an extraordinary hardship exists."

Mr. Lahood has implied that each lot will be reserved for family or close friends to build homes and live near each other and feels that a private street is a better alternative versus a public street. Woodhall Road would only serve the new proposed lots and allowing a private road would eliminate the need for maintenance by the Washington Township Road Commissioner, who has submitted a letter with no objections and supports the private road. The road will be 24' in width with a gravel base which exceeds the County's rural standard of 20' and is compliant with Washington's requirements. Further the cul-de-sac also meets the County's subdivision standards.

The Subdivision Code also states that when new subdivisions are located within 1,320 feet of where a municipal sewage system exists the Board of Health may deny permits for private sewage. The site is located within this distance of East Peoria's sewer line however the Ty Livingston with City of East Peoria submitted a letter stating that the City lacks the infrastructure

and capacity to add additional service in this area and is within Washington's jurisdiction in accordance with the East Peoria-Washington boundary line agreement.

Letters were mailed to all required agencies on January 22, 2021 with a response date due by February 5, 2021. Letters were also mailed to adjacent property owners on January 22, 2021. To date there has been no communication from adjoining property owners.

The following are comments received from the reporting agencies:

- Jon Oliphant with the City of Washington and staff recommended approval of the Subdivision to Washington's Planning and Zoning Commission. The Planning and Zoning Commission reviewed the Preliminary and Final Plat on February 3, 2021 and recommended approval to the Washington City Council who will meet on February 15, 2021 for a final decision. (NOTE: Washington's City Council Meeting was rescheduled from February 15, 2021 to February 17, 2021 due to weather conditions)
- Melissa Goetze with the Tazewell County Health Department submitted a report and stated that the subdivision will be served by semi-private water supply and will require annual well water testing. Should the water well system have at least 15 service connections or serves an average of at least 25 people for at least 60 days a year it would be subject to IEPA drinking water standards, rules and regulations. Since there is no city sewer in Washington to connect to and since East Peoria is unable to provide connections the Health Department will approve of septic systems for the new subdivision.
- Scott Weaver, Washington Township Road Commissioner submitted a letter recommending approval of the subdivision and of the request for a private road at this location provided that there will be a private road easement agreement signed by all owners of the new lots.
- Craig Fink, County Highway Engineer Department had questions regarding the private road but Kristal Bachman, Community Development Administrator was able to address the questions.
- Chief Brett Brown, Washington's Fire Chief agreed with maintaining a 24' road width as it would be in the best interest of public safety.

Approval is recommended of the Preliminary Plat and the Final Plat with the following condition:

1. Prior to the Plat Officer signing off on the Final Plat the Developer shall submit a private road easement agreement to the Plat Officer and said agreement shall be recorded with the Tazewell County Recorder's Office at the same time as the Final Plat.

Respectfully Submitted,



Kristal Bachman
Community Development Administrator/Plat Officer

**TAZEWELL COUNTY COMMUNITY DEVELOPMENT
REQUEST FOR SUBDIVISION MODIFICATION**

NAME: JOSEPH D LAHOOD
ADDRESS: 24 LAHOOD LANE, WASHINGTON, IL 61571
PHONE: (309) 745-5135
EMAIL: sue@lahoodconstruction.com

Modification Request For:

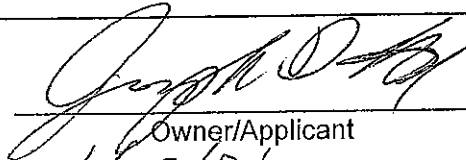
- Non-conforming public road/subdivision
- Agricultural Access
- Private road/easement for access
- Waive road length requirements
- Other

Legal Description or Property Identification Number: (If for a waiver of road length or private road/ easement please provide the measurements of the road)

SEE ATTACHED LEGAL DESCRIPTION OF PRIVATE ROAD/EASEMENT

This modification request is due to the extra-ordinary hardship which is as follows:

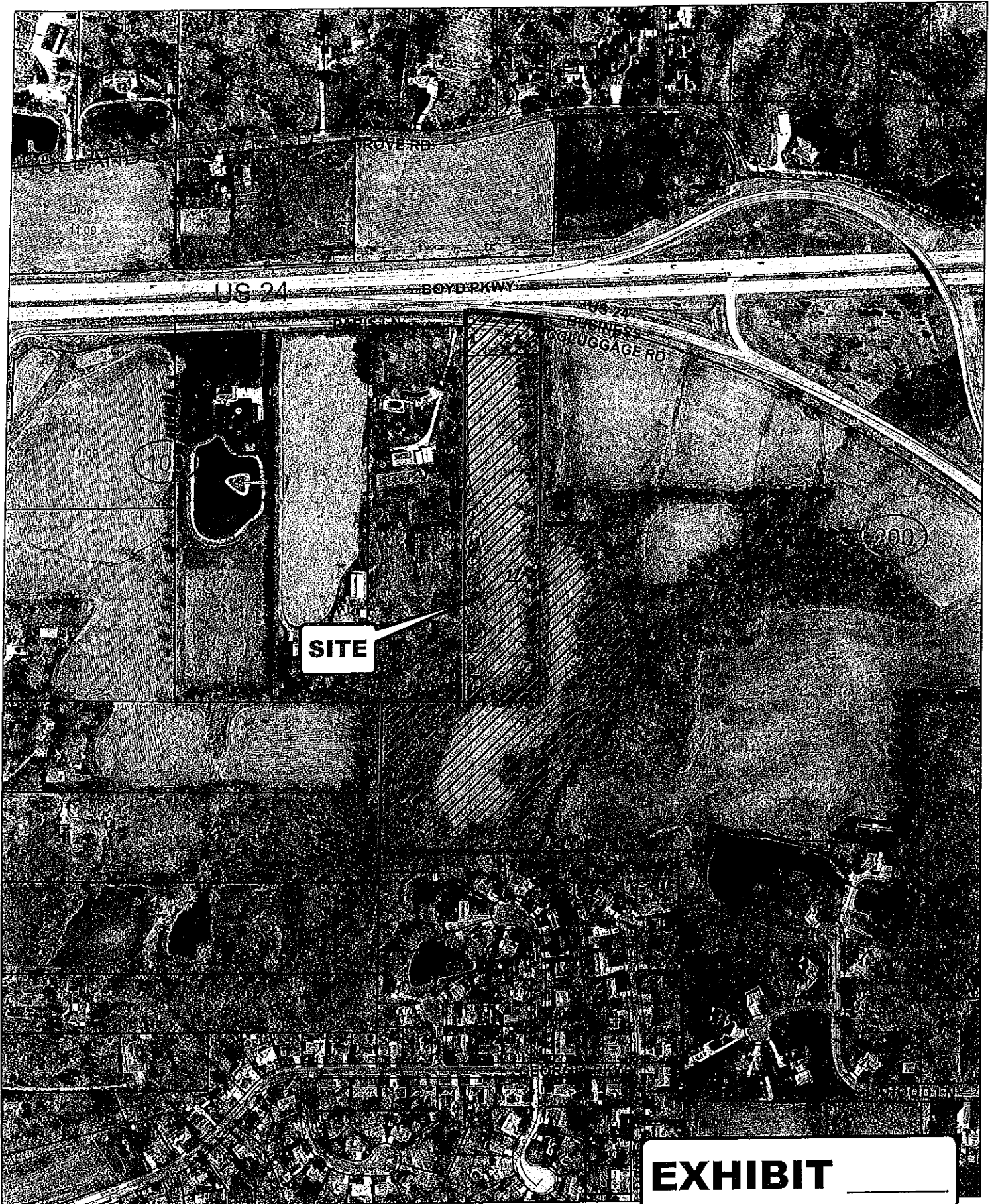
LOTS ARE NOT BEING SOLD TO OPEN MARKET, ALL LOTS ONLY OFFERED TO CLOSE FRIENDS AND FAMILY MEMBERS AT A PRICE BELOW MARKET VALUE.



Owner/Applicant
1/12/21

Date

For Office Staff only:	
Date of Submittal: <u>1-20-2021</u>	Approval Date: _____
Fee of \$200.00 paid: <u>PLV # 44944</u>	Denial Date: _____



EXHIBIT

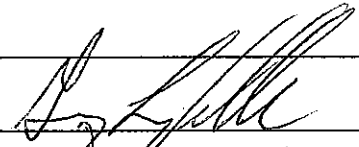
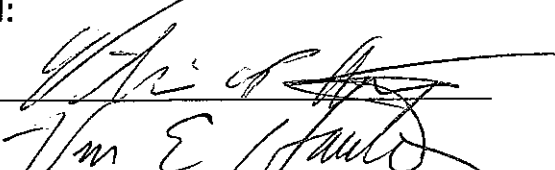

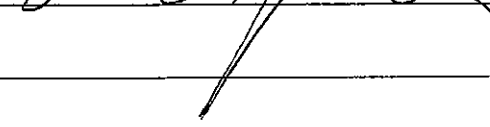
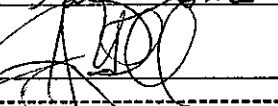



0 115 230 460 690 920 Feet

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board to approve the expenditure of up to \$55,041.55 from the Solid Waste Fund; and

WHEREAS, said expenditure is to support and assist in recycling collection programs for the rural villages and townships participating during 2021.

THEREFORE BE IT RESOLVED that the County Clerk notify the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the Transportation Committee received bids for one (1) new Tandem Axle Truck including 15' dump body, hoist, hydraulics, wing plow and pre-wet system installed and;

WHEREAS, subject to the approval of the County Board and review by the County Engineer, accepted the low bid of CIT Trucks, LLC, in the amount of \$153,210.00 for a new 2022 Kenworth T800 Series tandem axle truck with equipment as specified, to be paid from County Highway Tax Funds, New Equipment Line Item 202-311-544-000.

THEREFORE BE IT RESOLVED that the County Board award the contract as recommended by the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and the County Engineer of Highways of this action.

ADOPTED THIS 24th DAY OF FEBRUARY, 2021

ATTEST:

TAZEWELL COUNTY CLERK

TAZEWELL COUNTY BOARD CHAIRMAN

TAZEWELL COUNTY HIGHWAY DEPARTMENT
2021 Tandem Bids - February 11, 2021 at 8:00 a.m.

BID TABULATION				
	Central Illinois Trucks, Inc. Kenworth T800	Truck Centers, Inc. Wester Star 4700 SB	Decatur Mack Granite	
A. New Tandem Truck	\$ 213,210.00	\$ 210,868.00	\$ 203,654.00	
B. Trade-In Allowance	(60,000.00)	(50,000.00)	(65,000.00)	
C. Net Cost Not-To-Exceed	\$ 153,210.00	\$ 160,868.00	\$ 138,654.00	
BID EXCEPTIONS				
Specification	Central Illinois Trucks, Inc. Kenworth T800	Truck Centers, Inc. Wester Star 4900 S8	Decatur Mack Granite	Reason for Specification
Engine: Paccar MX-13 or TCHD Approved Equivalent	Paccar MX-13	Detroit Diesel DD13	Mack MP-8	Continuous Power and Peak Power with torque to push front plow and wing plow.
Engine: MINIMUM 12.89 Liter	Meets	12.8 Liter	12.8 Liter	"
Engine: MINIMUM 450 HP	Meets	Meets	Meets	"
Engine: MAXIMUM HP Capacity No Less Than 500 HP	Meets	Meets	Meets	"
Frame Rails	Meets	Meets	Meets	Eliminates pack rust pockets
Wheelbase Min = 200"	Meets	189"	192"	Min. Needed for Body with Set-Back Axle
Front Axle to BOC Min = 74"	Meets	63"	61"	Min. Space for all Frame Mounted Items
Bumper to BOC Min = 122.5"	Meets	110"	116.5"	Min. Space for all Frame Mounted Items
Air Compressor Min = 25.9 CFM	Meets	Meets	18.7 CFM	Ensure No Lockup with Repetitive Brake Use
Front Springs Min = 22,000#	Meets	Meets	#20,000	Wing plow adds extensive weight to front
Rear Axle Ratio = 4.33	Meets	4.3	5.04 (Can Get 3.43)	Maximizes Snow Pushing Power Range
DEF Tank Capacity Min = 6.9 Gal	Meets	meets	6.6 Gal	Requires DEF fill at same time as fueling
DEF Tank location	Meets	Not Enough Room	Not Enough Room	No Other Space to Mount. Must have DEF.
Aluminum Battery Box	Meets	Meets	Powder-Coated Steel	Corrosion resistance
One Piece Hood	Meets	Meets	3 Piece	Longevity
Cab Mounted Mirrors	Meets	Meets	Door Mounted	Longevity versus lifetime of door closings
Aluminum Front Bumper	Meets	Steel	Meets	Corrosion resistance
List MAXIMUM Delivery Time	Chassis to Koenig By 6-20-21	365 Days	Estimated 220 Days (COVID-19)	Urge Timely Delivery

Legend:

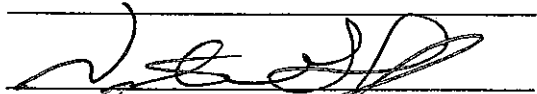

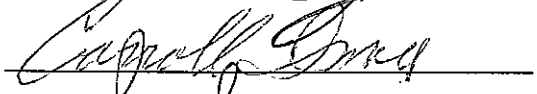
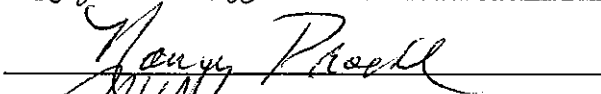
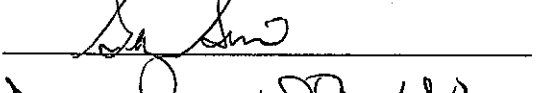
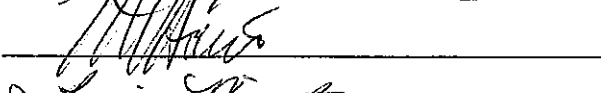
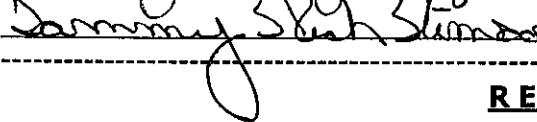
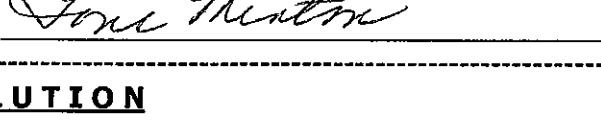
MAJOR
Minor

COMMITTEE REPORT

F-21-07

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfers for Animal Control;

- Transfer \$2,000 from New Equipment Line Item (211-411-544-000) to Education and Training Line Item (211-411-533-910)
- Transfer \$200 from New Equipment Line Item (211-411-544-000) to Alarm System Line Item (211-411-533-230)

WHEREAS, the transfer of funds is needed to cover additional staff to receive Certifications and to upgrade the alarm system.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of Animal Control and the Auditor of this action.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County Animal Control

January 28, 2021

To: Nick Graff, Finance Chairman

RE: Transfer Requests

I am requesting the following transfers:

\$2000 from the New Equipment Line (211-411-544-000) to the Education and Training Line (211-411-533-910).

- **This transfer will allow three department employees to attend State offered courses and become Certified Euthanasia Technicians.**

\$200 from the New Equipment Line (211-411-544-000) to the Alarm System Line (211-411-533-230).

- **This transfer will cover additional costs of an upgraded Virtual Keypad alarm monitoring system.**

Thank you for your consideration.

Libby Aeschleman
Director, Animal Control

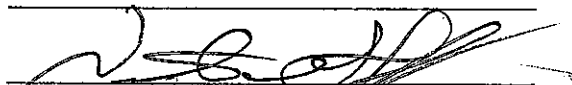
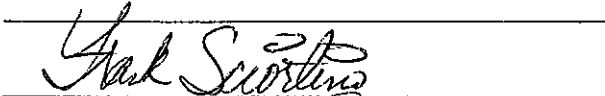

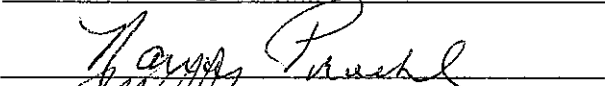
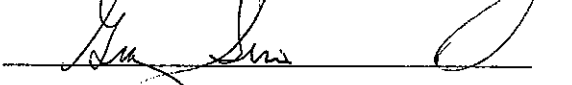
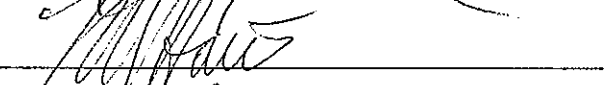
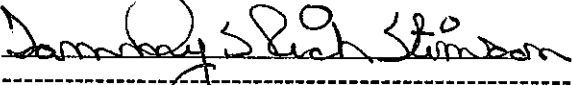
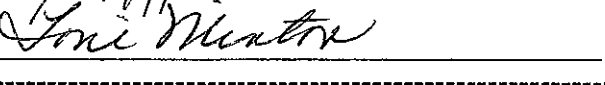
Cc: Wendy Ferrill, County Administrator
Sue Beeney, Chief Clerk/Secretary to the County Board
Craig Peters, Finance Director
Brett Grimm, Auditor

COMMITTEE REPORT

F-21-08

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following transfer at the request of County Administration;

- Transfer \$2,524.19 from Contingency Line Item (100-913-566-000) to Consulting Fees Line Item (100-111-533-150)

WHEREAS, the transfer of funds is needed for COVID-19 related expenses for yard signs and stickers promoting proper mask use and social distancing.

THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer and the Auditor of this action.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk


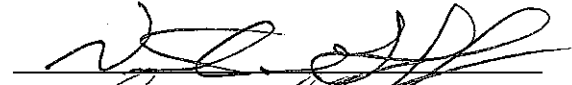
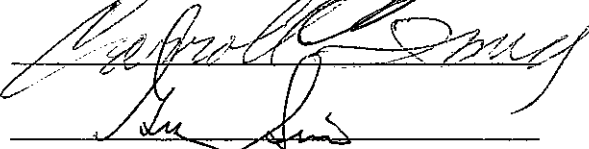

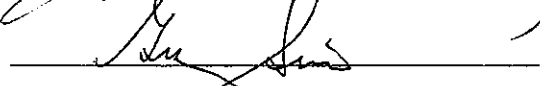
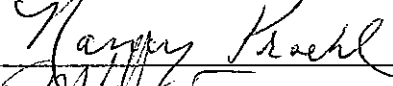
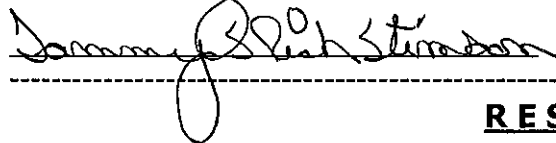
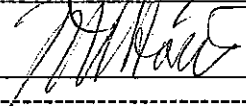
Tazewell County Board Chairman

COMMITTEE REPORT

F-21-09

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

	_____
	_____
	
	
	

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following transfer at the request of County Administration;

- Transfer \$4,790 from Contingency Line Item (100-913-566-000) to Attorney Fees Line Item (100-913-533-120)

WHEREAS, the transfer of funds is needed to pay for County Code updates through American Legal Publishing.

THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer and the Auditor of this action.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached amendment to Ordinance Chapter 94 – Sewers; and

WHEREAS, this amendment to § 94.29 is a change in signature and training compliance regarding transfer of ownership.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

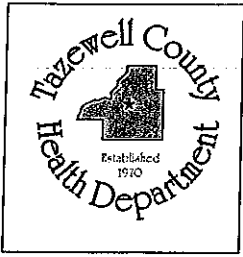
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Health Department Administrator, the Chairman of the Board of Health, the Director of Environmental Health and American Legal Publishing of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Talking Points Example

Date: 12-7-2020

<p>CHAPTER 94: WATER AND SEWERS Add what is in red to the Sewage Ordinance</p>	
<p>§ 94.29 COMPLIANCE AND PERFORMANCE. (D) An operational inspection is required for any private sewage disposal system, which is part of a sale of property or an exchange of ownership prior to closing. Any necessary repair or replacement revealed by the inspection shall be completed by, or provided for, by escrowed funds at the closing on the sale of the property. The report must be signed at or prior to closing by the buyer and within 30 days of the closing, a copy of the report signed by the buyer must be provided to the Department. If there are no required corrections or corrections have been completed prior to closing, a copy of the report signed by the buyer will not be required.</p>	<p>The purpose for the buyer to sign the report prior to closing is to ensure they are aware of any required corrections noted on the private sewage evaluation form.</p> <p>We are finding that many times we are entering enforcement actions, such as a final notice prior to a court hearing or a notice to appear, for signatures only.</p> <p>If there are no corrections on the private sewage evaluation form, or corrections have been completed, it is not necessary for the buyer to sign the report.</p> <p>The Private sewage evaluation forms are still provided to the buyer so they are aware of any corrections that may have been completed prior to them taking over the property.</p>

<p>(E) When an operational inspection is completed, the new owner for the property shall receive training approved by the Health Department regarding maintenance of their septic system. This training must be completed within 60 days of closing. Training may be completed online, in-house, in the field or by mailing information regarding the individuals type of septic system. Training will be waived if the new owner has attended training within the previous 12 months of closing.</p>	<p>If training is not completed within the 60 days of closing, information will be mailed to the new buyer on how to complete online training through an online link. Also, a packet with information regarding the individuals type of system and a copy of their diagram will be mailed to the new buyer</p>
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Sewers

- 94.25 Definitions
- 94.26 Adoption by reference
- 94.27 Permits
- 94.28 Contractor registrations
- 94.29 Compliance and performance
- 94.30 Issuance of notice
- 94.31 Revocation of private sewage disposal contractor and/or pumper registration
- 94.32 Approval of proposed subdivision plats
- 94.33 Design; evaporation beds
- 94.34 Operation permits for a surface discharge system
- 94.35 Portable sanitation
- 94.36 Hearings

SEWERS

§ 94.25 DEFINITIONS.

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

AUTHORIZED REPRESENTATIVE. The legally designated Administrator or the Acting Administrator of the County Health Department and shall include those persons designated by the Administrator or Acting Administrator to enforce the provisions of the chapter.

BEDROOM. Any room with a closet, excluding kitchens, hallways and bathrooms.

BOARD OF HEALTH. The Tazewell County Board of Health or its authorized representative(s).

DISCHARGE POINT. The point at which treated effluent discharges from an approved private sewage disposal system, compliant with the IDPH Private Sewage Disposal Code, being 77 Ill. Adm. Code 905.

DOMESTIC SEWAGE. Wastewater derived principally from dwellings, businesses or office buildings, institutions, food service establishments, or similar facilities.

EVAPORATION BED. A bed as designed in § 94.33 that is intended to allow properly treated effluent to evaporate.

HEALTH AUTHORITY. The person or persons who have been designated by the Board of Health to administer the affairs of the Health Department.

HEALTH DEPARTMENT. The Tazewell County Health Department, an agent of the Tazewell County Board of Health.

HOMEOWNER. A contract-for-deed buyer or a person who holds legal title to a residential structure which is to be used for his or her personal single-family residence.

HOMEOWNER INSTALLED SYSTEMS. A private sewage disposal system installed by the homeowner for his or her personal single-family residence. A homebuilder building a spec home is not considered the homeowner unless the intent is to reside in the home and therefore cannot install the septic system.

MODIFY. Any change in the design or components of a private sewage disposal system requiring a permit herein defined.

OPERATION INSPECTION. An inspection of the private sewage disposal system to determine compliance with this chapter and the state's Department of Public Health Private Sewage Disposal Licensing Act and Code by a private sewage disposal system installation contractor registered with the County Health Department or the authorized representative of the Health Department.

PERMIT. A written permit issued by the Board of Health or its authorized representative permitting the construction or operation of a private sewage disposal system under this chapter.

PRIVATE SEWAGE DISPOSAL SYSTEM. Any sewage handling or treatment facility receiving domestic sewage from less than 15 people or population equivalent and having a ground surface discharge; or any sewage handling or treatment facility receiving domestic sewage and having no ground surface discharge.

PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTOR. Any person licensed by the state's Department of Public Health for excavating, constructing, repairing, installing, modifying, maintaining or servicing a private sewage disposal system.

PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTORS AND PUMPERS REGISTRATION. An annual registration certificate issued by the Tazewell County Health Department to all private sewage disposal contractors and pumpers engaged in the installation and/or servicing of private sewage disposal systems within the limits of the county.

PRIVATE SEWAGE DISPOSAL SYSTEM PUMPING CONTRACTOR. Any person licensed by the state's Department of Public Health who cleans or pumps waste from a private sewage disposal system, portable toilet, portable hand-washing unit or holding tanks or hauls or disposes wastes removed therefrom.

SEPTIC TANK MANUFACTURERS AND/OR AERATION UNIT DEALERS. Any person who manufactures, sells, offers for sale, or delivers the state's Department of Public Health approved septic tanks or aeration units in or into the county.

SEPTIC TANK MANUFACTURERS AND/OR AERATION UNIT DEALERS REGISTRATION. An annual registration certificate issued by the County Health

Department to all septic tank manufacturers and/or aeration unit dealers engaged in the manufacture, sale, offer for sale, and delivery of septic tanks or aeration units in or into the county.

SURFACE DISCHARGING SYSTEM. A private sewage disposal system that releases or has the potential to release treated domestic sewage onto the ground, into any kind of drain or conveyance, or into surface waters.

ZONING INSPECTION. An inspection of the private sewage disposal system to determine compliance with this chapter and the state's Department of Public Health Private Sewage Disposal Licensing Act and Code by a private sewage disposal system installation contractor registered with the County Health Department or an authorized representative of the Health Department when property is to be re-platted, additional bedrooms or square footage are added to the existing dwelling or a dwelling must be rebuilt due to loss.

(Prior Code, 6 TCC 1-1) (Ord. E-19-96, passed 5-29-2019)

§ 94.26 ADOPTION BY REFERENCE.

This chapter shall adopt by reference and shall be interpreted and enforced in accordance with provisions set forth in the current, unabridged form of the state's Department of Public Health, Private Sewage Disposal Licensing Act found at 225 ILCS 225/1 et seq., and the Private Sewage Disposal Code found at 77 Ill. Adm. Code 905, and any subsequent amendments or revisions thereto, three certified copies of which shall be on file in the office of the County Clerk. This chapter shall control with respect to any differences between it and these incorporated provisions.

(Prior Code, 6 TCC 1-2)

§ 94.27 PERMITS.

(A) It shall be unlawful for any person to construct, alter, or extend private sewage disposal systems within the county unless he or she holds a valid permit issued by the Health Department stating the name of such person for which the specific construction, alteration, or extension is proposed. This permit shall be valid for a period of one year from the date of issue.

(B) All applications for permits granted under the provisions of this chapter shall be made to the Board of Health or its duly authorized representative. Sufficient data shall be included to allow review and to determine whether the proposed application for permit meets the requirements of this chapter. This information is including but not limited to all property boundaries, easements, location of existing or planned inground sprinkler system, inground pools, underground utilities, location of all drains, wells, cisterns, buildings, driveways, patios whether existing or proposed and soil boring locations. Permit shall include one complete set of building plans for new construction and/or homeowner's signature verifying the number of bedrooms for the dwelling.

(C) A permit shall only be issued upon an application signed by a homeowner and/or property owner or a county registered private sewage disposal system installation contractor installing a sewage disposal system.

(D) Permit application forms are provided by the Health Department and shall be completed and signed by each applicant, and shall include the following:

(1) Name, address, phone number and email address of the applicant and legal description of the proposed site of construction, alteration, or extension as proposed;

(2) Complete plan of the proposed disposal facility, with substantiating data, if necessary, attesting to its compliance with the minimum standards of this chapter; and

(3) Such other information as may be required by the health authority the proposed construction, alteration, or extension complies with the minimum standards of this chapter.

(E) The Board of Health or its authorized representative may refuse to grant a permit for the construction or repair of a private sewage disposal system where public or municipal sewage systems are available. Such a sewage system shall be deemed available when a public sewer line is in place within any street, alley, right-of-way, or easement that adjoins or abuts the premises for which the permit is requested, or when the improvement to be served is located within a reasonable distance of a public sewer to which connection is practical and is permitted by the controlling authority for the sewer. A reasonable distance for the purpose of this provision shall be deemed to be not greater than 300 feet for a single-family residence and not greater than 1,320 feet for a commercial establishment, subdivision, or multi-family dwelling. A connection is practical when it is cost-effective with regard to the septic system alternatives and can be completed using customary sewer lines. The need to annex an improvement other than a single-family residence to the municipality in order to connect to the municipal sanitary system does not make the municipal sewer system unavailable within the meaning of this section.

(F) The Board of Health or its authorized representative shall act upon all applications within 15 days of the receipt thereof.

(G) Said permit to construct is valid for a period of one year from the date of issuance. If construction has not been completed within this period, the permit is void.

(H) (1) A soil investigation must be performed prior to the issuance of a permit. These tests shall be performed according to the provisions of the state's Department of Public Health Private Sewage Disposal Licensing Act and Code, being 225 ILCS 225/1 et seq. and 77 Ill. Adm. Code 905 adopted hereinafter by reference.

(2) This requirement shall be waived under the following condition: a pre-site inspection by a Health Department representative determines lot constrictions would not allow for a subsurface seepage system.

(I) The Health Department shall be notified of any modification, change, or repair to any private sewage disposal system by either a homeowner or contractor to determine whether that modification, change, or repair requires a permit as set forth in division (A) above. The routine cleaning of a disposal system components, replacing the septic tank cover, baffles, or riser, or rodding out inlets and outlets does not require a permit as defined under this section.

(J) There is a fee charged for the initial construction permit, any alteration of a system including the installation of a sample port, extension, variance request, or operation of a private disposal sewage system. The fee shall be collected by the Health Department at the time an application for permit is submitted and shall be deposited into the Health Department Fund. The fee schedule shall be as approved by the Board of Health.

(K) All homeowners that have been issued a permit to construct, alter, or extend an individual sewage system shall receive training approved by the Health Department regarding maintenance of their septic system. This training must be completed within 60 days of installation of the septic system.

(L) Any application for a new install, repair or extension of a surface discharging system after the effective date (February 10, 2014) of the United States Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES) Permit No. IL G62 must first have a general permit (if required) from the USEPA prior to submitting a septic permit application to this Department.

(M) On all newly platted parcels, a sufficient area of suitable ground shall be provided for a second subsurface seepage system designed according to the state's Department of Public Health Private Sewage Disposal Licensing Act and Code. No shed, driveway, patio or like structures and improvements shall be placed in any area or expansion area designated for a private sewage disposal system.

(Prior Code, 6 TCC 1-3) Penalty, see 94.99

§ 94.28 CONTRACTOR REGISTRATIONS.

(A) An annual contractor registration shall be required by all private sewage disposal system installation contractors, all private sewage disposal pumping contractors, all portable sanitation technicians and portable sanitation technician trainees operating within the limits of the county. The Health Department shall issue a private sewage disposal system installation contractor registration certificate, a private sewage disposal system pumping contractor registration certificate, a portable sanitation technician registration certificate or a portable sanitation technician trainee registration certificate to persons applying for such a certificate who pass the written examination given by the state for the certificate desired and who are licensed by the state as a private sewage disposal system installation contractor and/or a private sewage disposal system pumping contractor. An annual registration fee shall be required for each certificate issued. All registration certificates shall expire December 31 of the following year. The registration fee shall be set by the Board of Health.

(B) (1) An annual septic tank manufacturer and/or aeration unit dealer registration certificate shall be obtained by all persons who wish to manufacture, sell, offer for sale, deliver, or provide maintenance service on septic tanks or aeration units in or into the county. The County Health Department shall issue a septic tank manufacturer and/or aeration unit dealer registration certificate to persons who apply for such certificate and who have approval to manufacture and sell septic tanks and/or aeration units for the state's Department of Public Health.

(2) There shall be no fee for said certificate. All registration certificates shall expire December 31 of the following year in which were issued, except those issued in December will expire December 31 of the following year.

(Prior Code, 6 TCC 1-4) (Ord. E-19-96, passed 5-29-2019)

§ 94.29 COMPLIANCE AND PERFORMANCE.

(A) All private sewage disposal systems within the limits of the county shall be constructed, installed, maintained, and serviced by an individual with a valid private sewage disposal system installation contractor's certificate. All such systems shall be pumped, cleaned, and the contents hauled and disposed of by individuals with a valid private sewage disposal system pumping certificate. A homeowner may install and/or service a private sewage disposal system which serves his or her own personal single-family residence.

(B) (1) All septic tank and/or aeration units manufactured, sold, offered for sale, or delivered in the county shall comply with provisions in this chapter. Owners whose property is served by an aerobic unit and/or has a surface discharging system are required to have at all times an active contract to inspect the operation and ensure proper maintenance of the system. The inspection and maintenance must be done by a certified private sewage disposal installation contractor. The homeowner of an ATU may conduct the inspection and maintenance as defined within the Act, but the inspection and maintenance shall be performed per the manufacturer's requirements to assure proper operation. At a minimum, surface discharging systems shall be inspected and/or maintained as follows and in accordance with the IDPH Private Sewage Code:

- (a) Aerobic treatment units: once every six months. Inspection and maintenance must be performed by a manufacturer's authorized service representative;
- (b) Sand filters: once a year, with a minimum of six months between inspections;
- (c) Waste stabilization pond: once a year, with a minimum of six months between inspections; and
- (d) All other surface discharging systems shall be inspected at a frequency established by the Health Department.

(2) The Health Department reserves the right to increase the frequency of inspection and/or maintenance of surface discharging systems if components within the system require a more frequent inspection or maintenance, or if the system is not operating properly.

(C) All existing surface discharging systems whose effluent leaves their property or has the potential to leave their property must meet the state's Department of Public Health effluent standards and be sampled a minimum of once a year. Effective January 1, 2020, based on the effluent results and no flow history, the sampling may be reduced to once every three years. All discharging systems shall comply with the sampling requirements as specified in the Private Sewage Disposal Code, being 77 Ill. Adm. Code 905. Sample results must be submitted to the County Health Department within 45 days of the date the sample was collected. As of February 10, 2014, new

installations and systems that are repaired must have an EPA NPDES general permit No. IL G62 (if required) prior to discharging. Those systems must meet the sampling requirements of the EPA NPDES general permit No. IL G62 and submit sample results to County Health Department within 45 days of the date the sample was collected.

(D) An operational inspection is required for any private sewage disposal system, which is part of a sale of property or an exchange of ownership prior to closing. Any necessary repair or replacement revealed by the inspection shall be completed by, or provided for, by escrowed funds at the closing on the sale of the property. The report must be signed at or prior to closing by the buyer and within 30 days of the closing, a copy of the report signed by the buyer must be provided to the Department. If there are no required corrections or corrections have been completed prior to closing, a copy of the report signed by the buyer will not be required.

(E) When an operational inspection is completed, the new owner for the property shall receive training approved by the Health Department regarding maintenance of their septic system. This training must be completed within 60 days of closing. Training may be completed online, in-house, in the field or by mailing information regarding the individual's type of septic system. Training will be waived if the new owner has attended training within the previous 12 months of closing.

(F) Operational inspections are valid for 90 days.

(G) An operational inspection may be conducted by a private sewage disposal installation contractor registered with the County Health Department or an authorized representative of the Health Department. Operational inspection forms provided by the Health Department shall be fully completed and signed by the inspector and returned to the Health Department within ten days of inspection. Sufficient data shall be included to determine if the septic system is in compliance with this chapter. Failure to provide operational inspection forms as stated above may result in revocation of the contractor's registration to perform operational inspections. When septic systems are not in compliance with the chapter, the County Health Department, authorized representative of the Health Department, private sewage disposal installation contractor, portable sanitation technician, or licensed plumber (for indoor plumbing only) will complete additional operational re-inspections to insure compliance.

(H) As of August 1997, any buried sand filter or aeration system installed shall not discharge any effluent directly into any body of water where full body contact activities are allowed. A discharge within 150 feet of the above shall be considered a direct discharge to the receiving body of water. Effluent from a receiving trench and/or evaporation bed shall not discharge closer than 15 feet from a body of water where full body contact activities are allowed.

(I) It shall be unlawful to discharge untreated sewage or effluent from any septic tank directly into any stream, ditch, ground surface, sink hole or abandoned well, or to allow the contents of any privy vault, septic tank, or seepage pit to emit offensive odors, to become objectionable, dangerous or prejudicial, to the public health.

(J) Private sewage disposal systems constructed (permitted or non-permitted systems) prior to August 1997 shall be exempt from the provisions of this chapter until such time as the property transfers ownership or in circumstances where existing systems necessitate repair or replacement due to malfunction or nuisance, such repair

or replacement shall be in conformance with this chapter to the extent the lot size, soil conditions, topography, and other unalterable constraints will allow as authorized by a variance approved in accordance with this chapter.

(K) Effective June 16, 2005, when a property transfers ownership, if the Health Department has no record of a permitted system for a private sewage disposal system, the Health Department may require that a licensed septic contractor verify that a functioning private sewage disposal system is present with no illegal discharges. Cesspools are not considered to be a private sewage disposal system according to the Department of Public Health Title 77: Public Health, Chapter I: Department of Public Health, Subchapter R: Water and Sewage, Part 905: Private Sewage Disposal Code, 77 Ill. Adm. Code 905.30, approved private sewage disposal systems and therefore will not be allowed as a private sewage disposal system.

(L) The Board of Health or its authorized representative is hereby authorized and directed to make such inspections as are necessary to determine satisfactory compliance with this chapter.

(M) (1) The Department shall have the authority, subject to constitutional limitations, to enter at reasonable times upon private or public property, by its representatives after identification, for the purpose of inspecting and investigating conditions relating to the administration and enforcement of this chapter and the Private Sewage Disposal Code, being 77 Ill. Adm. Code 905.

(2) The Department shall have access to any property or building currently served by or will be served by a private sewage disposal system to determine satisfactory compliance with this chapter. This access shall include but is not limited to pre-site layout review, any stage of the initial installation, repair or extension of a private sewage disposal system, final inspection following of grading, investigation of a potentially failing private sewage disposal system and inspection and sampling of surface discharging or potential surface discharging system, and when a property is replatted to ensure that the private sewage disposal system is located on the property of the building it serves.

(N) If any private sewage disposal contractor or homeowner who installs a private sewage disposal system shall fill any portion of said system and/or cover the same with earth, cinders, gravel, sand, or any other material which will prevent the same from being readily viewed to determine if said system meets all requirements of the ordinance before receipt of approval by the Health Department, the Health Department may give 15 days notice in writing to such private sewage disposal contractor or homeowner so violating the provision of the ordinance, to uncover such back filled or covered portions of the system.

(O) At the end of such 15 days, if no approval for an extension has been granted, and if the private sewage disposal contractor or homeowner shall not have uncovered the private sewage disposal system, the permit is automatically invalidated and penalty action may be taken. The health authority may elect to have the system uncovered at the expense of the private sewage disposal contractor or homeowner. Failure of the homeowner to pay such costs within 30 days shall result in the execution of a lien against the property.

(P) (1) The use of a private sewage disposal system to serve more than one property is prohibited except under IDPH Private Sewage Disposal Licensing Act and Code, 77 Ill. Adm. Code 905.20(c) general requirements individual service.

(2) All components of any private sewage disposal system shall be located on the same property as the building it serves. A recorded easement is required to be filed for existing systems that have any component of the private sewage disposal system located on property other than that which the building is located. This includes property that is replatted.

(Q) Under no circumstances shall any person maintain, allow or operate a private sewage disposal system in such a manner that the Health Department determines it to be an ongoing public nuisance or hazard to the public health or safety. Repeated pumping of a septic tank or aerobic unit to prevent such a public nuisance or hazard is not an acceptable remedy.

(R) A minimum 10- to 25-foot horizontal separation between all components of the private sewage disposal system and a buried sprinkler system shall be maintained. For specific distances to each component, see 77 Ill. Adm. Code 905, Appendix A, Illustration D.

(S) All subsurface seepage systems that consist of chambers or gravelless piping shall be provided with inspection ports as design allows. A minimum of one inspection port shall be installed on the gravelless piping or chamber system located at a point farthest from the septic tank. It is suggested that the inspection ports be a minimum of three inches above grade.

(T) A distribution box, when used, shall be constructed with a removable lid and a minimum six- inch diameter riser for access for inspection, cleaning, and general maintenance. It is suggested that the riser extends a minimum of three inches above grade. During an operational, zoning, complaint, or repair inspection if the distribution box does not have a riser, one must be provided.

(U) Access to the interior of the septic tank shall be provided to allow inspection and maintenance. A minimum 12-inch diameter manhole or riser shall be installed over the tank inlet and outlet. It is suggested that the manhole or riser extends a minimum of three inches above grade. During an operational, zoning, complaint, or repair if the existing septic tank does not have a riser, one must be provided.

(V) Access to the tank outlet shall be provided if a filter has been installed in the baffle. A manhole or riser shall be installed. It is suggested that the manhole or riser extends a minimum of three inches above grade. During an operational, zoning, complaint, or repair if the existing septic tank does not have a riser over the outlet baffle for easy access to the filter, one must be provided.

(W) A chlorine contact tank shall be provided with a minimum six-inch riser for access for inspection, cleaning and general maintenance. It is suggested that the riser extends a minimum of three inches above grade. During an operational, zoning, complaint, or repair if the existing chlorine contact tank does not have a riser one must be provided.

(X) Private sewage septic tanks shall have a pumping evaluation a minimum of once every five years.

(Prior Code, 6 TCC 1-5) (Ord. E-19-96, passed 5-29-2019)

§ 94.30 ISSUANCE OF NOTICE.

(A) Whenever the Health Department determines that a violation of any provision of this chapter has occurred, the Health Department shall give notice to the person responsible for such violation. This notice shall be in writing and include a statement of the reasons for issuance of the notice. The notice will allow reasonable time, as determined by the Health Department, for performance of any act required. The notice to be served upon the person responsible for the violation(s) will contain an outline of remedial action which is required to effect compliance with this chapter.

(B) It shall not be a prerequisite to enforcement of the penalty provisions of this chapter that the Health Department first resort to the notice procedure set forth in this section if it is deemed a public health threat.

(Prior Code, 6 TCC 1-6)

§ 94.31 REVOCATION OF PRIVATE SEWAGE DISPOSAL CONTRACTOR AND/OR PUMPER REGISTRATION.

For serious or repeated violation of any of the requirements of this chapter, the private sewage disposal system contractor and/or pumper registration certificate may be revoked after an opportunity for a hearing has been provided by the health authority. Prior to such action, the health authority shall notify the contractor in writing, stating the reasons for which the registration certificate is subject to revocation and advising that the certificate shall be revoked at the end of five days following service of such notice, unless a request for a hearing is filed with the health authority, by the holder, within such five-day period. A registration certificate may be suspended for cause pending its revocation or a hearing relative thereto where a clear and present danger to the public health is preliminarily found to exist by the health authority.

(Prior Code, 6 TCC 1-7)

§ 94.32 APPROVAL OF PROPOSED SUBDIVISION PLATS.

(A) Any subdivision being developed which is in part within 1,320 feet of an existing available approved municipal sewer, or if the municipality is willing at its expense to extend the sewer line to within 1,320 feet of the subdivision property line, shall not be developed by utilizing private sewage disposal systems.

(B) A fee for the review of the proposed subdivision plat shall be made payable to the County Health Department in the amount of \$100 and an additional \$25 per lot. This fee is not returnable if the subdivision is not approved or the request for review is withdrawn.

(C) The owner/developer will submit soil investigations conducted by a certified soil classifier for determination of type of septic systems and minimum size of lots. The size

of each lot will include area for a replacement system similar to the proposed septic system. The information on the plat must include location of proposed septic system, future site of replacement system, well and geothermal closed loop wells. This information must be submitted on forms provided by the county.

(Prior Code, 6 TCC 1-8)

§ 94.33 DESIGN; EVAPORATION BEDS.

Evaporation beds. Effective June 22, 2019, no new evaporation beds will be allowed; however, existing beds must meet the following requirements.

(A) Evaporation beds shall be located in well-drained areas that are not subject to flooding or periodic inundation with surface water.

(B) Evaporation beds shall be located to reasonably minimize the possibility of overflow discharge reaching neighboring properties.

(C) Evaporation beds shall not be sodded or covered with soil. The gravel in the evaporation bed shall remain exposed to the ground surface.

(D) Evaporation beds shall be designed so the entire bed is completely filled liquid prior to discharge and so designed to overflow to the ground surface to prevent flowing back into the system.

(E) The gravel shall extend the full depth of the bed and to a depth of not less than three inches beneath the bottom of the distribution line(s).

(F) Evaporation beds shall be a minimum of 25 feet to any property line.

(G) The design must provide for a trench depth that is not greater than 18 inches below the surface.

(H) Erosion control measures must be used to protect the integrity of the evaporation bed.

(Prior Code, 6 TCC 1-9) (Ord. E-19-96, passed 5-29-2019)

§ 94.34 OPERATION PERMITS FOR A SURFACE DISCHARGE SYSTEM.

(A) No person shall operate, occupy or permit occupancy of any dwelling served by a private sewage disposal system designed for surface discharge or have the potential for surface discharge without a valid operation permit issued by the Health Department. A fee will be associated with the permit and the fee schedule shall be approved by the Board of Health and shall be deposited into the Health Department Fund.

(B) The fee shall be collected by the Health Department on an annual basis with the first fee due at the time an application for an initial construction permit, alteration or extension permit is submitted. Future fees are due December 31 of the next calendar year. If application is submitted after June 30, fees shall be prorated and the following year's fees are to also be paid at that time. Property owners with a surface discharging system installed prior to the effective date of this chapter shall be required to obtain a surface discharge system operating permit upon notification of this Department. The fee

shall be deposited into the Health Department Fund. The fee schedule shall be approved by the Board of Health.

(Prior Code, 6 TCC 1-10) Penalty, see § 94.99

§ 94.35 PORTABLE SANITATION.

(A) The Health Department may require portable toilets and portable potable hand washing units (hand sanitizer alone is not sufficient and must be equipped with potable, running water, hand soap, paper towels, and a waste paper container) for events, gatherings or business sales when an approved public sewer system is not available. The use of private sewage disposal systems for events larger than what the system was originally designed for must also have portable toilets and portable potable hand washing units.

(B) The Health Department shall prescribe the application process and shall require the applicant to submit an application for a portable sanitation permit at least five working days prior to the first operating day of the event, gathering or vendor sale. Permits are only valid for the event dates applied for.

(C) An application for permit shall be completed on forms provided for by the Health Department and shall include the following:

- (1) Name, address, telephone number, email and fax number (if applicable) of the operator;
- (2) A description of the type of gathering to be held;
- (3) Number of people expected to attend the event. It is the responsibility of the employer, property owner or event coordinator to acquire a sufficient number of portable toilets and portable potable hand washing units for the number of persons anticipated;
- (4) Dates and times the gathering will be held;
- (5) Name, address, telephone number, email and fax number (if applicable) of property owner;
- (6) Location of gathering and site plan that includes the following:
 - (a) Parking area available for patrons;
 - (b) Location and number of food stands;
 - (c) Location and number of portable toilets; and
 - (d) Location and number of portable potable hand washing units.
- (7) Name, address and phone number of person or persons hired to provide portable sanitation.

(D) Person or persons hired to provide portable sanitation must be licensed as a portable sanitation business with all work done by certified portable sanitation technicians or portable sanitation technician trainees.

(E) The portable toilets and portable hand washing units shall be serviced at a frequency that maintains the units in a sanitary condition and free of odors and according to the IDPH Private Sewage Disposal Code, Portable Sanitation.

(F) The Health Department may conduct inspections before and/or during an event, gathering or business sales to ensure compliance. Failure to provide adequate portable sanitation may result in revocation of the portable sanitation permit.

(Prior Code, 6 TCC 1-11) (Ord. E-19-96, passed 5-29-2019)

§ 94.36 HEARINGS.

(A) Any person affected by an order or notice issued by the Health Department in connection with the enforcement of any section of this chapter may file, in the office of the Health Department, a written request for a hearing before the health authority. The health authority shall hold a hearing at a time and place designated by the Health Department within 30 days from the date on which the written request was filed. The petitioner for the hearing shall be notified of the time and the place of the hearing not less than five days prior to the date on which the hearing is to be held. If as a result of the hearing, the health authority finds that strict compliance with the order or notice would cause undue hardship on the petitioner, and that the public health would be adequately protected and substantial justice done by varying or withdrawing the order or notice, the health authority may modify or withdraw the order or notice and as a condition for such action may, whereas he or she deems necessary, make requirements which are additional to those prescribed in this chapter for the purpose of protecting public health. The health authority shall render a decision within ten days after the date of the hearing which shall be reduced to writing and placed on file in the office of the Health Department as a matter of public record. Any person aggrieved by the decision of the health authority may seek relief therefrom through a hearing before the Board of Health.

(B) Any person aggrieved by the decision of the health authority rendered as the result of a hearing held in accordance with this section may file in the office of the Health Department a written request for a hearing at a time and place designated by the Secretary of the Board of Health within 30 days of the date on which the written request was filed. The petitioner for the hearing shall be notified of the time and place of the hearing not less than five days prior to the date on which the hearing is to be held. If, as a result of facts elicited as a result of the hearing, the Board of Health finds that strict compliance with the decision of the health authority would cause undue hardship on the petitioner, and that the public health would be adequately protected and substantial justice done by granting a variance from the decision of the administrator or acting administration, the Board of Health may grant a variance and as a condition of such variance may, where it deems necessary, make requirements which are additional to those prescribed by this chapter, all for the purpose of properly protecting the public health. The Board of Health will render a decision within ten days after the date of the hearing which shall be reduced to writing and placed on file in the office of the Health Department, and a copy thereof shall be served on the petitioner personally or by delivery to the petitioner by certified mail.

(C) The hearing/meeting procedures are noted below:

(1) The public hearing/meeting procedures will be summarized for all present by the Chairperson;

(2) The Chairperson will announce the subject of each public hearing/meeting, as advertised;

(3) In order to conduct the hearing/meeting within a reasonable time and to keep the subject at hand, we ask that the following rules be observed:

(a) Following the staff presentation the person(s) requesting to comment will be called; and

(b) Each person making a statement will be asked to complete the sign-in sheet prior to the meeting. When your name is called during the hearing/meeting process, please state your name and address for the record.

(D) (1) Please refrain from repeating what has been said before you and please do not involve personalities.

(2) Be as factual as possible.

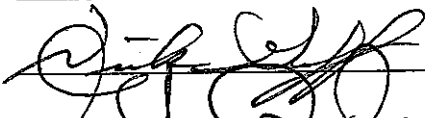


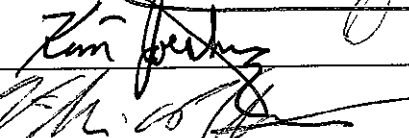
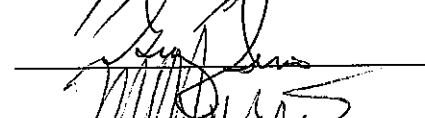
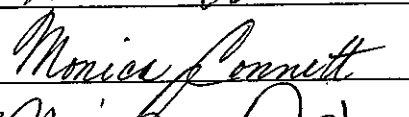
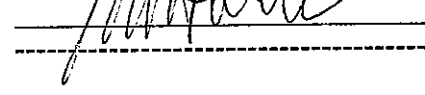
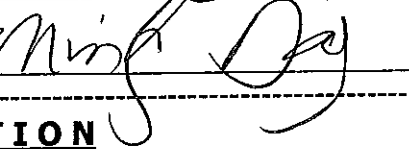
(3) If there are numerous people in the audience who would like to participate on the issue, and it is known that all represent the same opinion, it is advised that a spokesman be selected to speak for the entire group. A spokesman will thus have the opportunity of speaking for a reasonable length of time, and of presenting a complete case. If this arrangement cannot be made, it may be necessary for the Chairperson to restrict each speaker to a limited amount of time.

(Prior Code, 6 TCC 1-12)

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends the adoption of the attached Acceptance of the Special Warranty for We Care, Inc.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, We Care, Inc. and the Auditor of this action.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF TAZEWell COUNTY:

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 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, Tazewell County hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the Tazewell County Board on the _____

Signature of Authorized Official

Date

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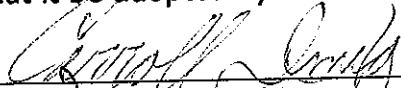
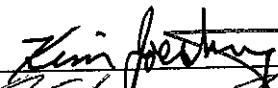
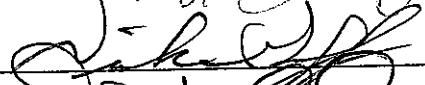


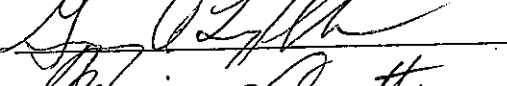
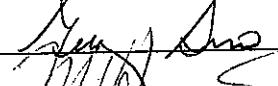
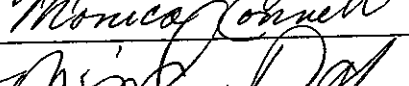
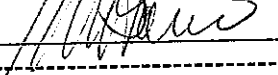
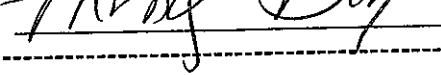
Authorized Official's Name Typed

J David Zimmerman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Resolution Authorizing Execution and Amendment of the Downstate Operating Assistance Grant Agreement for We Care, Inc.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Executive Director of We Care, Inc. and the Auditor of this action.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

WHEREAS, the provision of public transportation 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 GOVERNING BODY OF TAZEWELL COUNTY

Section 1. That Tazewell County enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2021 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the County Board Chairman of Tazewell County is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of Tazewell County for such assistance for fiscal year 2021.

Section 3. That the County Board Chairman of Tazewell County 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 grant funding for fiscal year 2021.

Section 4. That while participating in said operating assistance program Tazewell County shall provide all required local matching funds.

PRESENTED and ADOPTED this _____ day of _____, 20____

(Signature of Authorized Official) (Attest)

Tazewell County Board Chairman _____
(Title) (Date)



we care

P.O. Box 16
Morton, IL 61550-0016
www.wecareofmorton.com

Providing Community Services Since 1975

Community Services
309.263.1015
Transportation
309.263.7708
Fax
309.263.4011

February 3, 2021

Dear Mr. Umholtz,

Attached is a copy of the FY2021 agreement with the State of Illinois for the Downstate Operating Assistance Program (DOAP). Please review the document and sign the Opinion of Council page (sign here flag).

When the County Board resolution authorizing the chairman to sign the contract is passed, I will contact David Zimmerman for his signature on remaining documents before e-mailing them to IDOT.

I appreciate your time and assistance with this matter.

Sincerely,

Michael Hutchinson
Interim Executive Director
We Care, Inc.
wecare75@gmail.com



Illinois Department of Transportation

Office of Intermodal Project Implementation / Bureau of Transit
69 West Washington Street / Suite 2100 / Chicago, Illinois 60602

02/02/2021

RE: FY2021 Uniform Intergovernmental Grant Agreement /Downstate Operating Assistance Program Grant

The Illinois Department of Transportation, Office of Intermodal Project Implementation has received and conditionally approved your completed agency's Fiscal Year 2021 Downstate Operating Assistance Program (DOAP) Application with the information contained pursuant to Section 740/2-11 of the Downstate Public Transportation Act (30 ILCS 740, Article II).

The Department is transmitting your agency's FY21 Downstate Operating Assistance Program Agreement for partial execution. The Agreement provides an estimated DOAP amount based on the budget provided in your agency's application up to the maximum amount of the FY21 State Appropriation. Please submit a partially executed Agreement to the Department and include the required Opinion of Counsel and acceptable Board Resolution with the Agreement. Without these documents, the Department cannot fully execute your Agreement.

This Agreement is based on the Uniform Intergovernmental Grant Agreement required under GATA. Please review it carefully, print one *single (one sided)* copy of the attached Agreement, and have your agency's (Grantee's) authorized representative complete the following:

- Verify your agency's correct DUNS Number and FEIN Number in Section 1.1 on page 1.
- Sign her/his name, date the signature, print her/his name, print her/his title, provide her/his e-mail address under GRANTEE NAME in Section 1.6, page 3.
- Complete the Grantee's Authorized Representative Table, and if applicable, the Grantee Program Compliance Oversight Monitor (Rural Recipients) Table which is Exhibit D.
- Have your Grantee's attorney complete Part 2, Attachment 1, Opinion of Council, including review of grant specific information in the body of the Opinion and sign and date after reviewing the Agreement and Grantee's eligibility under the program.

- Complete Part 2, Attachment 2, Board Resolution, including all required grant specific information in the body of the Board Resolution and complete the signature block as appropriate.
- Sign, date, and provide the title of the signatory on Part 2, Attachment 3, Drug Free Work Place Certification.
- Sign, date, and provide the title of signatory on Part 3, Attachment 1, Certification by Grantee Not to Engage in School Bus Operations.
- Review Part 3, Attachment 2, Uniform Budget, Complete Section A Indirect Cost Rate Information; sign Section B Certification; and provide the title of both the signatory and the CFO (or equivalent), and do not date. Also, complete the FFATA Data Collection Form on Part 3, Attachment 2, Uniform Budget.
- Return copy of the above, with original signatures, to the Department. Be sure to include complete Opinion of Counsel and Board Resolution forms authorizing this Agreement.

The partially executed Agreements should be returned to:

Please print, sign and scan the signed agreement to my attention:
Shelly.Riech@illinois.gov

Upon receipt of the partially executed Agreement, the Department will secure the necessary signatures, and return a fully executed Agreement for your files.

Should you have any questions regarding this Agreement, please contact IDOT-Transit project manager.

Sincerely,

Mackenzie Thiessen
Bureau Chief of Transit Operations

Enclosures

INTER-GOVERNMENTAL AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

TAZEWELL COUNTY

The Illinois Department of Transportation (Grantor) with its principal office 2300 South Dirksen Parkway, Springfield IL. 62764 and Tazewell County (Grantee) with its principal office 11 South 4th Street, Suite 220, Pekin, IL 61554 and payment address (if different than principal office) at same 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 071430805 is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that 376002171 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.

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$750,041.00, of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the federal award date is . If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and the Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 494-80-1141. The State Award Identification Number is 1141 - 24759.

1.4 Term. This Agreement shall be effective 07/01/2020 and shall expire on 06/30/2021 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects 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, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Tazewell County

By: _____
Signature of Omer Osman, P.E., Acting Secretary of Transportation

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: David Zimmerman

Date: _____
Printed Name: Matt Magalis
Printed Title: Acting Director of OIPI
Designee

Printed Title: County Board Chairman
Email: dzimmerman@tazewell.com

By: _____
Signature of Matt Magalis, Acting Director of OIPI

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: _____

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Printed Title: _____
Email: _____

By: _____
Signature of Second Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Third Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

2.5 Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; (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 III. Admin. Code Part 7000.

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

"Allowable Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Award" has the same meaning as in 44 III. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 III. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

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

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code Part 7000.

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

"Cost Allocation Plan" has the same meaning as in 44 III. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

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

"FAIN" means the Federal Award Identification Number.

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

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

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

- "GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.
- "GATU" means the Grant Accountability and Transparency Unit of GOMB.
- "GOMB" means the Illinois Governor's Office of Management and Budget.
- "Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.
- "Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.
- "Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.
- "Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.
- "Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.
- "Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes.
- "Net Revenue" is synonymous with "Profit."
- "Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.
- "Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.
- "OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.
- "Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.
- "Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."
- "Program" means the services to be provided pursuant to this Agreement.
- "Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.
- "Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.
- "Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.
- "SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).
- "State" means the state of Illinois.
- "Term" has the meaning set forth in Paragraph 1.4.
- "Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.
- "Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

**ARTICLE IV
PAYMENT**

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

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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

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

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

4.6 Interest.

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

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

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

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

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

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

**ARTICLE VI
BUDGET**

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

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

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill Admin. Code 700.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2 Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

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

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

- (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).
- (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, 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 Ill. 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 Job 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

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

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

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

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

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

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

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

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

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

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

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

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

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

13.2 Close-out Reports.

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

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

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

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

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

15.2 Consolidated Year-End Financial Reports.

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

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

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

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

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

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

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

15.3 Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of the 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 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

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

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

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

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

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

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

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

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

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

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

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

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

16.5 Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

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

**ARTICLE XVIII
NOTICE OF CHANGE**

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

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

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

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

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

**ARTICLE XIX
STRUCTURAL ORGANIZATION**

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

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI
CONFLICT OF INTEREST**

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

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

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

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1 **Transfer of Equipment.** Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

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

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

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

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS**

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

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

**ARTICLE XXVI
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

26.12 Precedence.

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

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) 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 final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A
PROJECT DESCRIPTION

CSFA Number

494-80-1141

NOSA/SAIN Number

1141-24759

GATA Registration Number

679207

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by Grantor, and in accordance with the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.)("Act"), the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to Grantor. The Grantee shall provide all required local matching funds necessary to meet the obligations of operating general public transit service which are not covered by funds provided under the Act.

EXHIBIT B
DELIVERABLES OR MILESTONES

- A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this Agreement.
- B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
- C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
- D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- E. 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 653.
- F. When required by the Grantor, the Grantee shall prepare and submit cost allocations plans.

**EXHIBIT C
PAYMENT**

Grantee shall receive \$750,041.00 under this agreement.

Enter specific terms of agreement 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.

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

Grantee shall have the flexibility to request:

- A. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or
- B. a reimbursement for actual quarterly expense and revenue incurred; or
- C. a combination of both.

Advance payments may not be processed by the Grantor, or dated by the Grantee, 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 grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests. These adjustments shall be shown and all subsequent pay requests.

Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee. Furthermore the Grantor may request reimbursement of a portion of or all payments in the case of overpayment or fraud.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION

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

GRANTOR CONTACT

Name: Glenn Groesch

Title: Section Chief

Address: 2300 S. Dirksen Parkway, Room 341, Springfield IL 62764

Phone: 217-524-2156

TTY#: n/a

Fax#: n/a

Email Address: glenn.groesch@Illinois.gov

GRANTEE CONTACT

Name: David Zimmerman

Title: County Board Chairman

Address: 11 South 4th St. Suite 220, Pekin, IL 61554

Phone: 217-477-2273

TTY#: _____

Fax#: _____

Email Address: dzimmerman@tazewell.com

Additional Information:

EXHIBIT E
PERFORMANCE MEASURES

The Grantees should:

- 1) Submit accurate and timely reports required by this program.
- 2) Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:
 - A. Financial Management Reviews;
 - B. Compliance Reviews;
 - C. Audits;
 - D. Grantor policy changes;
 - E. Public Complaint Process;
 - F. and/or as directed by the Grantor to remain in compliance with grant requirements.
- 3) Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall include:

- 1) 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.
 - 2) Timeliness of corrective actions will be determined on a case by basis dependent on the urgency to which an issues needs to be addressed. This may be determined by the Grantor, a third part retained by the Grantor, or coordination between the Grantor and the Grantee.
- A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this Agreement.
- B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
- C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
- D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- E. 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 653.

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

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.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Fiscal And Administrative:

Audit (2 CFR 200.500)

Conditions: 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.

Fraud, Waste and Abuse

Conditions: Grantee shall develop/update their Fraud awareness program and submit the written program to Grantor contact for approval. Upon approval from Grantor contact, the Grantee shall begin implementation of the program within 30 days.

Corrective Action: Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation. Condition may be removed upon request after one year from the implementation of corrective action.

Programmatic:

History of Performance (External – Sub-grantee/Sub-recipient/Sub-award)

Grantee must have a written policy governing oversight of sub-grantees, sub-recipients and sub-awards)

Conditions: Grantee must report performance data for the sub-grantee/sub-recipient/sub-award.

Corrective action: Grantee must demonstrate adequate oversight of sub-grantee/sub-recipient/sub-award. Condition may be removed after Agency re-examination in 6 months.

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:

Audit. 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 authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.

A. Code of Conduct

1. **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:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. 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.

2. **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.

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 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.

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 reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report. 7/1/20

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 11/30 (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.

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.

INSPECTION AND AUDIT

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 Grantee agrees to notify the Grantor of any pending federal triennial and/or other federal related reviews as soon as it is scheduled and to permit the Grantor to attend same. In addition, the Grantee shall supply the Grantor with a copy of the final report of the federal triennial and/or other federal related reviews.

GRANTEE'S WARRANTIES

28.1 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 1.

(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 2.

DRUG FREE WORKPLACE

29.1 Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to this Agreement as Part Two Attachment 3.


PART TWO ATTACHMENT 1

OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois and ~~an attorney~~ ^{State's} ~~and attorney~~ for Tazewell County. In this capacity, my opinion has been requested regarding the eligibility of the Grantee for grant assistance under the provisions of the Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Agreement No. OP-21-39-IL (21-1141-24759), ("Agreement") tendered by the State of Illinois ("State") to the Grantee, and I hereby find the following:
in my opinion,

1. The Grantee is an eligible "Participant" as defined in the Act.
2. There are no provisions in the Grantee's charter, by-laws, or in the laws or rules of the State of Illinois, United States of America, or any unit of local government that preclude or prohibit the Grantee from entering into such 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 court, which would adversely affect the Agreement or prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based on the foregoing, I am of the opinion that the Grantee is an eligible Participant under the provisions of the Act, and that it is fully empowered and authorized to accept the grant from the State.

Signature: 
(attorney's name) Stewart J. Umholtz, State's Attorney
(attorney's title) for Tazewell County

Date: 2-05-2021

PART TWO ATTACHMENT 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

WHEREAS, the provision of public transportation 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 GOVERNING BODY OF TAZEWell COUNTY

Section 1. That Tazewell County enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2021 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the County Board Chairman of Tazewell County is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of Tazewell County for such assistance for fiscal year 2021.

Section 3. That the County Board Chairman of Tazewell County 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 grant funding for fiscal year 2021.

Section 4. That while participating in said operating assistance program Tazewell County shall provide all required local matching funds.

PRESENTED and ADOPTED this _____ day of _____, 20_____

(Signature of Authorized Official) (Attest)

Tazewell County Board Chairman _____
(Title) (Date)

STATE OF ILLINOIS
 DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor 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, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

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

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

(2) the Grantee's policy of maintaining a drug free workplace;

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

(4) the penalties that may be imposed upon an employee for drug violations.

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

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

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

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

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Accepted on behalf of Tazewell County

Signature of Authorized Representative: _____

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:

PART THREE – THE PROJECT-SPECIFIC TERMS

DEFINITIONS

30.1. As used in this Agreement:

"AICPA" means the American Institute of Certified Public Accountants.

"FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor

"OMB" means the U.S. Office of Management and Budget.

PROJECT SCOPE

31.1. Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Grantor, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Grantor.

PROJECT BUDGET

32.1. The Uniform Budget is attached as Part Three, Attachment 2.

32.2. Under the Act, the Grantor enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

(a) The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2021, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2021, 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 Grantee from any other state or local agency for fiscal year 2021 does not exceed Grantee's actual operating deficit for that year.

32.3. The Grantor has approved and agrees to make a grant in the estimated amount of \$750,041.00, subject to the limitations set forth above, the Act and Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

32.4. In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2021 exceed Grantee's actual operating deficit for that year, Grantee 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."

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

PAYMENT PROCEDURES

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

(a) Grantees shall have the flexibility to request: an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or

(b) a reimbursement for actual quarterly expense and revenue incurred; or

(c) a combination of both.

33.2. Advance payments may not be processed by the Grantor, or dated by the Grantee, 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 grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

33.3. Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

33.4. The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.

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

ELIGIBLE OPERATING EXPENSES

34.1. Eligible operating expenses include, but are not limited to the following:

(a) employee wages and benefits;

(b) materials, fuels and supplies;

(c) rental of facilities;

(d) taxes other than income taxes;

(e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee'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 Grantee complies with the Grantor's most current "Capital Grants Manual" and "Supplemental Operating Assistance Guidelines";

- (f) non-rolling stock-equipment purchases that are less than \$10,000;
- (g) 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 which are not reimbursed elsewhere;
- (h) routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
- (i) reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4);
- (j) established reserves for self-insurance programs;
- (k) the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
- (l) 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
- (m) any other expenditure that an independent auditor retained by the Grantee'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.

INELIGIBLE OPERATING EXPENSES

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

- (a) depreciation, whether funded or unfunded;
- (b) amortization of any intangible assets;
- (c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- (d) profit or return on investments;
- (e) excessive payments to associated entities;
- (f) expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
- (g) costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
- (h) travel and entertainment expenses incurred in attending non-public transportation-related activities;
- (i) charter, school bus and sightseeing expenses as defined by the FTA;

- (j) fines and penalties;
- (k) charitable donations;
- (l) interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
- (m) income taxes;
- (n) that portion of any eligible operating expense for which the Grantee 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;
- (o) expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
- (p) expenses for freight haulage provided by Grantee;
- (q) any expense that is reimbursed from insurance proceeds;
- (r) maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and
- (s) any other expense determined by the Grantor to be inconsistent with federal regulations or requirements.

PROJECT CLOSEOUT

36.1. 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.

36.2. 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.

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

SCHOOL BUS OPERATIONS

37.1. Pursuant to 20 ILCS 2705/2705-605(f), Grantee 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 able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Part Three Attachment 1.

ETHANOL GASOLINE

38.1. Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

NO WAIVER

39.1. No failure of Grantee to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantor may rely for the purpose of denial of such a right or remedy to Grantee.

GRANTEE'S RESERVATION OF RIGHTS

40.1. This contract is executed by Grantee with a reservation of rights to contest provisions inconsistent with the enabling legislation, Downstate Public Transportation Act (30 ILCS 740) and the Illinois Constitution.

FAILURE TO APPROPRIATE FUNDS

41.1. This Agreement, notwithstanding anything to the contrary set forth herein, is subject to Section 2-3(d) of the Downstate Public Transportation Act (30 ILCS 740/2-3(d)).

PART THREE ATTACHMENT 1

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies 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 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 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Accepted on behalf of Tazewell County

Signature of Authorized Representative _____

Title: _____ Date: _____

PART THREE ATTACHMENT 2

UNIFORM BUDGET



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

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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**

Organization Name: Tazewell County

NOFO Number: 494801141

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: Tazewell County

Section B: Non-State of Illinois Funds

Fiscal Year: 21

NOFO Number: 494801141

REVENUES		Total Revenue	
Grantee Match Requirement %	(Agency to Populate)		
b) Cash			
c) Non-Cash		\$	
d) other Funding and Contributions		\$	403,869.00
Total Non-State Funds (lined b through d)		\$	
Budget Expenditure Categories			403,869.00
1. Personnel (Salaries and Wages)	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		
2. Fringe Benefits		200.430	
3. Travel		200.431	
4. Equipment		200.474	
5. Supplies		200.439	
6. Contractual Services and Subwards		200.94	
7. Consultant (Professional Services)		200.318 & 200.92	
8. Construction		200.459	
9. Occupancy (Rent and Utilities)			403,869.00
10. Research and Development (R&D)		200.465	
11. Telecommunications		200.87	
12. Training and Education			
13. Direct Administrative Costs		200.472	
14. Miscellaneous Costs		200.413 (c)	
15. A. Grant Exclusive Line Item(s)			
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)		200.413	
17. Total Indirect Costs		200.414	
Rate %:			403,869.00
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE			403,869.00

GOMBGATU-3002-(R-02-17)



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Tazewell County

Notice of Funding Opportunity (NOFO) Number: 494801141

Data Universal Number System (DUNS) Number (enter numbers only): 71430805

Catalog of State Financial Assistance (CSFA) Number: 494-80-1141

CSFA Short Description: Transit Downstate Operating Assistance

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).

Tazewell County

Tazewell County

Institution/Organization Name:

Finance Director

Institution/Organization Name:

Title (Chief Financial Officer or equivalent):

Tazewell County Board Chairman

Craig A. Peters

Title (Executive Director or equivalent):

J David Zimmerman

Printed Name (Chief Financial Officer or equivalent):

Printed Name (Executive Director or equivalent):

Signature (Chief Financial Officer or equivalent):
Craig A. Peters

Signature (Executive Director or equivalent):
J David Zimmerman

Date of Execution (Chief Financial Officer):

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:

Sub-recipient Name: Tazewell County

Sub-recipient DBA Name: County of Tazewell

Sub-recipient Street Address: 11 South 4th Street

City: Pekin

State: Illinois

Sub-recipient Principal Place of Performance: Tazewell County

City: Pekin

State: Illinois

Contract Number (if known):

Award Amount: \$750,041.00

State of Illinois Awarding Agency and Project Detail Description:

Illinois Department of Transportation - Public Transportation Downstate Operating Assistance Program

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) \$250,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes If Yes, must answer Q2 below. No 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 affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (5 U.S.C. 78m(a), 78d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes No 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: none	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. Also, provide a justification of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. 100% of their time on all active projects. Relate each position specifically to program objectives. Personnel cannot exceed

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row	
n/a	n/a			0 %	0		Add/Delete	
n/a	n/a			0 %	0		Add/Delete	
State Total								
NON-State Total								
Total Personnel								
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	Add/Delete Rows
n/a	n/a	\$0.00	0 %		Add/Delete
n/a	n/a	\$0.00	0 %		Add/Delete
State Total					
Non-State Total					
Total Fringe Benefits					

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 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	Add/Delete Row
n/a	n/a		0	0	0	\$0.00	Add/Delete
n/a	n/a		0	0	0	\$0.00	Add/Delete
State Total						\$0.00	
NON-State Total						\$0.00	Add/Delete
Total Travel						\$0.00	
Travel Narrative (State):							
Travel Narrative (Non-State): (i.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). Applicant 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	Add/Delete Rows
n/a	0	\$0.00	\$0.00	Add/Delete
n/a	0	\$0.00	\$0.00	Add/Delete
State Total			\$0.00	
Non-State Total			\$0.00	
Total Equipment			\$0.00	

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



**State of Illinois
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	Add/Delete Rows
n/a	0	\$0.00	\$0.00	Add/Delete
State Total			\$0.00	Add/Delete
Non-State Total			\$0.00	Add/Delete
Total Supplies			\$0.00	

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 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.

- 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.

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

Item	Contractual Services Cost	Add/Delete Rows	
Direct costs incurred by private not-for-profit operator of transit system	\$750,041.00	Add Delete	
Direct costs incurred by private not-for-profit operator of transit system	\$750,041.00	Add Delete	
State Total	\$403,869.00	Add Delete	
Non-State Total	\$403,869.00	Add Delete	
Total Contractual Services	\$1,153,910.00		
Contractual Services Narrative (State): Purchase of service from privately owned provider which includes reimbursement of cost, \$362,510 wages, \$135,322 Fringe benefits, \$194,809 fuel, tires, towing \$52,500 insurance \$1,900 Miscellaneous, \$500 License plates and \$2,500 indirect costs			
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding") Match			



**State of Illinois
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	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
n/a	n/a			0	0		Add/Delete
				State Total			Add/Delete
				NON-State Total			Add/Delete
Total Consultant Services (Fees)							
Consultant Services Narrative (State):							
Consultant Services Narrative (Non-State):							

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
n/a							Add/Delete
				State Total			Add/Delete
				NON-State Total			Add/Delete
Total Consultant Expenses							
Consultant Expenses Narrative (State):							
Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
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	Additive Rows
	State Total		
	Non-State Total		
	Total Construction		
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	Add/Delete Row
n/a	0	0	\$0.00	0		
n/a	0	0	\$0.00	0		
State Total						
NON-State Total						
Total Occupancy - Rent and Utilities						
Occupancy - Rent and Utilities Narrative (State):						
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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	Research and Development Cost	Add/Delete Rows
n/a	n/a	\$0.00	Add Delete
n/a	n/a	\$0.00	Add Delete
State Total		\$0.00	
Non-State Total		\$0.00	
Total Research and Development		\$0.00	
Research and Development Narrative (State):			
Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")			



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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 telecommunication, 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	Add/Delete Row
n/a	0	0	\$0.00	0		Add Delete
n/a	0	0	\$0.00	0		Add Delete
State Total						
NON-State Total						
Total Telecommunications						
Telecommunications Narrative (State):						
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
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	Add/Delete Row
n/a	0	0	\$0.00	0		Add Delete
n/a	0	0	\$0.00	0		Add Delete
State Total						
NON-State Total						
Total Training and Education						
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	Add/Delete Row
n/a	n/a			0 %	0		Add/Delete
n/a	n/a			0 %	0		Add/Delete
State Total							
NON-STATE Total							
Total Direct Administrative Costs							
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, 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	Add/Delete Row
n/a	0	0	\$0.00	0		Add/Delete Row
n/a	0	0	\$0.00	0		Add/Delete Row
State Total						
NON-State Total						
Total Other or Miscellaneous Costs						
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). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

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 with ~~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 ~~table~~. 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 Item 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	Add/Delete Row
n/a	0	0	\$0.00	0	\$0.00	Add/Delete
n/a	0	0	\$0.00	0	\$0.00	Add/Delete
State Total						\$0.00
NON-State Total						\$0.00
Total Grant Exclusive Line Item						\$0.00

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item Delete Grant Exclusive Line Item



**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	Add/Delete Rows
n/a	0	\$0.00	\$0.00	Add Delete
n/a	0	\$0.00	\$0.00	Add Delete
		State Total	\$0.00	
		Non-State Total	\$0.00	
		Total Indirect Costs	\$0.00	
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			
2. Fringe Benefits			
3. Travel			
4. Equipment	\$0.00	\$0.00	\$0.00
5. Supplies	\$0.00	\$0.00	\$0.00
6. Contractual Services	\$0.00	\$0.00	\$0.00
7. Consultant (Professional Services)	\$750,041.00	\$403,869.00	\$1,153,910.00
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications	\$0.00	\$0.00	\$0.00
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
	State Request \$750,041.00	0.00	\$0.00
	Non-State Amount	\$403,869.00	\$1,153,910.00
TOTAL PROJECT COSTS			



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

For State Use Only

Grantee: Tazewell County

Data Universal Number System (DUNS) Number (enter numbers only) : 71430805 Notice of Funding Opportunity (NOFO) Number: 494801141

Catalog of State Financial Assistance (CSFA) Number: 494-80-1141 CSFA Short Description: Downstate Operation Assistance Program (DOAP)

Fiscal Year(s): _____

Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: _____

Program Approval Name _____

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

GOMBGATU-3002-(R-02-17)

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County's Executive Committee recommends the adoption of the attached Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

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

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Executive Director of We Care, Inc. and the Auditor of this action.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 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 TAZEWELL COUNTY:

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 offsetting a portion of the Public Transportation Program operating deficits of Tazewell County.

Section 2. That while participating in said operating assistance program, Tazewell County will provide all required local matching funds.

Section 3. That the Tazewell County Board of the Tazewell County Tazewell County Board is hereby authorized and directed to execute and file on behalf of Tazewell County such application.

Section 4. That the Tazewell County Board of the Tazewell County Tazewell County Board 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 Tazewell County Board of the Tazewell County Tazewell County Board is hereby authorized and directed to execute and file on behalf of Tazewell County a 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 Tazewell County Board of the Tazewell County Tazewell County Board 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

Signature of Authorized Official	Date	Attest
Title		
Tazewell County Board Chairman		

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the contract with Kenyon & Associates for the design and construction engineering for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591; and

WHEREAS, the contract be awarded in the total amount of \$33,000.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

 **AIA**® Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 3rd day of December
in the year Twenty Twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Tazewell
State of Illinois
11 S. 4th Street, Suite 432
Pekin, IL 61554

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Kenyon and Associates Architects, Inc.
206 NE Madison Ave.
Peoria, IL 61602-1216

for the following Project:
(Name, location and detailed description)
Tazewell County Accessibility Improvements at Various Locations -

Armington Village Hall, 103 N. Main St., Armington, Illinois
Armington Community Center, 203 E. Third St., Armington, Illinois
Hittle Township Town Hall, 101 E. Third, Armington, Illinois
Creve Coeur Village Hall, 103 N. Thorncrest Ave., Creve Coeur, Illinois
Delavan City Hall, 219 Locust St., Delavan, Illinois
Mackinaw Village Hall, 100 Fast Ave., Mackinaw, Illinois
Mackinaw Township Town Hall, 207 E. Fast St., Mackinaw, Illinois
Mackinaw Community Center, 101 S. Orchard St., Mackinaw, Illinois
Marquette Heights City Hall, 715 W. Lincoln Rd., Marquette Heights, Illinois
Minier Village Hall, 110 W. Central St., Minier, Illinois
Courthouse, 324 Court St., Pekin, Illinois
McKenzie Building, 11 S. 4th St., Pekin, Illinois
Old Post Office, 334 Elizabeth St., Pekin, Illinois
County Health Department, 21306 Illinois 9, Tremont, Illinois
Environmental Health, 21306 Illinois 9, Tremont, Illinois
Tazewell County Resource Center, 21310 Illinois Route 9, Tremont, Illinois

The Owner and Architect agree as follows.

Init.

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- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Architect's Consultants: Mechanical, Electrical, and Plumbing Engineers
Illinois Engineering Collaborative, P.C.
10 Sussex Ct.
Mackinaw, IL 61755
Phone: 309 889-2989

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1	General Liability			
	Each Occurrence	\$1,000,000	General Aggregate	\$2,000,000
	Damage to Rented Premises (ea oc)	\$100,000	Products	\$1,000,000
	Med Exp	\$5,000		
	Personal & Adv Inj	\$1,000,000		
.2	Automobile Liability			
	Combined Single Limit (ea. accident)		\$1,000,000	
.3	Workers' Compensation			
	Per Statute			
	E.L. Each Accident		\$500,000	
	E. L. Disease - Each Employee		\$500,000	
	E. L. Disease - Policy Limit		\$500,000	
.4	Professional Liability			
	Each Claim		\$2,000,000	
	Each Policy Year Aggregate		\$2,000,000	

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the

Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

For any drawings/documentation needed to be provided to pass IHPA (Illinois Historic Preservation Agency) requirements.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

~~§ 4.2.2 The Architect has included in Basic Services three (3) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

~~§ 4.2.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations

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purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:
NONE

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
NONE

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
\$33,000.00

- ~~.2 Percentage Basis
(Insert percentage value)
percent (%) of the Owner's budget for the Cost of the Work,
as calculated in accordance with Section 11.6.~~

- ~~.3 Other
(Describe the method of compensation)~~

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

On an hourly basis to provide required additional documentation.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

On an hourly basis.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	thirty percent (30 %)
Construction Documents Phase	forty percent (40 %)
Construction Phase	thirty percent (30 %)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Project Manager	\$120.00 per hour
Office Administrator	\$129.00 per hour
Senior Project Architect	\$140.00 per hour
Electrical Engineer	\$95.00 per hour
Mechanical/HVAC Engineer	\$85.00 per hour
Plumbing Engineer	\$75.00 per hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

2 %

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- ~~.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this agreement.)~~

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
Tazewell County Project Summary Detail, Rehabilitation of Public Buildings, RFP Attachment A, attached.
Partial list of Federal Laws and Regulations that apply to the resultant contract paid for with CDBG funds, attached.
U. S. Department of Housing and Urban Development, Contract for Professional or Technical Services, Part II - Special Conditions, attached.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)


ARCHITECT (Signature)

Larry E. Wachtveitl, President

(Printed name, title, and license number, if required)
Illinois License #001-012339

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Tazewell County Project Summary detail, rehabilitation of public buildings RFP, Attachment A

	Activity	Location, brief work description, photo location ¹ :
1.	<p>Entrance modification --</p> <p>Door modifications and/or replacements, power assist or mechanical (openers/closers), threshold modification. Which option is anticipated for each facility listed, but the other one can be substituted if shown via design to be more appropriate; threshold corrections; entry ramps</p> <p><i>NOTE: A/E fee for this item should anticipate a power-assist (automatic) device is needed.</i></p>	<p>a. Old Post Office – Replace ramp from front of building that provides access to side door which is accessible with compliant ramp that has a slope that does not exceed the required minimum 1:12 ratio, has two landings that are both 5' x 5' and a surface required for mobility-impaired persons. The current ramp does not meet any of those standards; (Photo p. 5)</p> <p>b. Armington community center – replace the ramp to the side entrance to eliminate the extremely long run with a ramp of at least two runs and two platforms of correct dimensions and all other specifications prescribed by ADAAG. (Photo p.9)</p> <p>c. Creve Coeur village hall – install power assist if necessary or replace the existing door opener at the entrance with a commercial mechanical opener/closer that can be adjusted to improve ease of opening and remain open time as prescribed by ADAAG; (Photo p. 10)</p> <p>d. Delavan city hall – install power assist if necessary or replace existing door opener at the entrance with a commercial mechanical opener/closer that can be adjusted to improve ease of opening and remain open per time prescribed by ADAAG; (Photo p. 11)</p> <p>e. Mackinaw Township town hall – install power assist or adjustable door opener/closer at main entrance that will comply with ADAAG; (Photo p. 13)</p> <p>f. Minier village hall – install power assist if necessary or replace existing door opener at the entrance with a commercial mechanical opener/closer that can be adjusted to improve ease of opening and remain open per time prescribed by ADAAG; (Photo p. 13)</p> <p>g. Marquette Heights city hall – install power assist or replace existing door opener at the entrance with a commercial mechanical opener/closer that will comply with ADAAG; (Photo p. 14)</p>
2.	<p>Internal access --</p> <p>a. Interior doors: power assists (openers/closers), a</p> <p>b. interior door/doorway (c & d) modification (widen) between office/board room and other public portions of buildings:</p> <p>c. Replace ramp inside the designated accessible entrance for proper slope;</p>	<p>a. McKenzie Building – replace existing door opener/closer at the first floor restrooms and six other offices with power-assisted (electrically operated) opener/closer with push button wired to devices; (Photo p. 2)</p> <p>b. Environmental Health – remove wall near entrance that now restricts maneuverability due to a corridor-like foyer that is only 30" wide; (Photo p. 7)</p> <p>c. Armington village hall – Ramp from the designated front entrance has a slope that exceeds the 1:12 maximum per ADAAG by 1.7 times (6.41% steeper); (Photo p. 9)</p>
3.	<p>Rest room modifications --</p> <p>Structural changes, if any, limited to interior wall movement to allow adequate space; replacement of existing with ADAAG-compliant fixtures, grab</p>	<p>a. McKenzie Building – first floor restrooms – rehang doors on both men's and women's toilet stalls to swing out so that they do not extend into space; (Photo p. 3)</p> <p>b. Courthouse – Modify first floor women's restroom by removing one stall, enlarging the one to be accessible to west wall with privacy dividers, moving the other remaining</p>

<p>bars, etc. Existing building foot prints unchanged.²</p>	<p>stall. In the men's room, moving privacy wall panels for the toilet stall, lowering one urinal; (Photo p. 4)</p> <p>c. Old Post Office - modify first floor restrooms to make them compliant for space requirements; rehang doors for toilet stalls that extend into facility spaces; (Photo p.5)</p> <p>d. Health Department - widen both restrooms that are both too narrow to comply with ADAAG (Photo p. 6)</p> <p>e. Environmental health - Men's room: widen toilet stall (currently just 36^{1/2"}, move urinal (it's too high, anyway) and lavatory to accommodate and modify all other required aspects. Install closer/opener or make adjustments to make door open/close as required by ADAAG; Women's: install privacy wall, if required; lower towel dispenser and install angled mirror.(Photo p. 7)</p> <p>f. TCRC - relocate toilets in men's and women's rooms to corner of room where required. Both are large enough but they violate ADA; (Photo p. 8)</p> <p>g. Little Township - town hall: modify single restroom by enlarging room, door widening, moving fixtures and otherwise making it accessible. (Photo p. 11);</p> <p>h. Mackinaw - village hall: Combine both restrooms (each just 47" wide) into one compliant unisex restroom which requires removing the dividing wall; (Photo page 12)</p> <p>i. Mackinaw - community center: modify single restroom by enlarging, moving fixtures and otherwise making it accessible. (Photo p. 12);</p> <p>j. Marquette Heights - city hall: enlarging toilet stalls in both men's and women's rooms. Men's room may require moving the urinal and lavatory to accommodate the widened stall, now just 35"; all other modifications necessary to make rooms compliant; (Photo p. 14)</p>
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¹Page 1 is the table of contents for the photos

²Work includes restoration of walls and floors damaged by the modifications

Partial list of federal Laws and Regulations that apply to the resultant contract paid for with CDBG funds:

1. Section 109 of the Housing and Community Development Act of 1974;
2. Anti-kickback (48 Stat. 948; 62 Stat. 740; 53 Stat.108; Title 18 U.S.C. Section 874;
3. Executive Order 11246;
4. Section 3 of the Housing and Urban Development Act of 1968;
5. Conflict of interest rules at 24 CFR Part 570.489;
6. 2 CFR Part 200;
7. U.S.C. Title 18, Section 1001;

Note that an omission of citations to other laws and regulations of the federal or state government from the list above shall not be construed as being inapplicable.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES

PART II - SPECIAL CONDITIONS

1. Termination of Contract for Cause - If, through any cause, the Engineer shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Engineer under this Contract shall, at the option of the Grantee, become its property and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Engineer, and the Grantee may withhold any payments to the Engineer for the purpose of set-off until such time the exact amount of damages due the Grantee from the Engineer is determined.

2. Termination for Other Grounds -- This contract may also be terminated in whole or in part:

a) By the Unit of Local Government, with the consent of the Engineer or by the Engineer with the consent of the Unit of Local Government, in which case the two parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;

b) If the funds allocated by the Unit of Local Government via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;

c) In the event the Unit of Local Government fails to pay the Engineer promptly or within sixty (60) days after invoices are rendered, the Unit of Local Government agrees that the Engineer shall have the right to consider said default a breach of this agreement terminated. In such event, the Unit of Local Government shall then promptly pay the Engineer for all services performed and all allowable expenses incurred; and

d) The Unit of Local Government may terminate this contract at any time giving at least ten (10) days notice in writing to the Engineer. If the contract is terminated for the convenience of the Unit of Local Government as provided herein, the Engineer will be paid for the time provided and expenses incurred up to the termination date.

3. Changes - The Grantee may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. Such changes including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Grantee and the Engineer shall be incorporated in written amendments to this Contract.

4. Personnel - a) the Engineer represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

b) All the services required hereunder will be performed by the Engineer or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

c) No person who is serving sentence in a penal or correctional institution shall be employed or work under this Contract.

5. Anti-kickback Rules - Salaries of architects, draftsmen, technical Engineers and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 53 Stat.108; Title 18 U.S.C. Section 874; and all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries - If, in the performance of this Contract, there is any underpayment of salaries by the Engineer or by any subcontractor thereunder, the Grantee shall withhold from the Engineer out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the Engineer or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates - Claims and disputes Pertaining to salary rates or to classifications of architects, draftsmen, technical Engineers and technicians performing work under this Contract shall be promptly reported in writing by the Engineer to the Grantee for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity - During the performance of this Contract, the Engineer agrees as follows:

a) The Engineer shall comply with Section 109 of the Housing and Community Development Act of 1974 and will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex 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, pay rates or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this non-discrimination clause.

b) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c) The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- d) The Engineer will comply with all provisions of Executive Order 11246 or September 24, 1965, as amended by Executive Order 11375, and of the rules and regulations and relevant orders of the Secretary of Labor.
- 9) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 10) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
11. Section 3 of the Housing and Community Development Act of 1968, Compliance in the Provision of Training, Employment and Business Opportunities (for contracts of \$100,000 or more:
- a) If the work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and-moderate persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. The parties to this contract will certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The Engineer agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice.
- The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The Engineer agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e) The Engineer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those of whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in termination of this contract for default or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
12. Discrimination Because of Certain Labor Matters - No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.
13. Compliance with Local Laws - The Engineer shall comply with all applicable laws, ordinances and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
14. Subcontracting - None of the services covered by this Contract shall be subcontracted without written consent of the Grantee. The Engineer shall be as fully responsible to the grantee for the acts and omissions of his subcontractors, and of persons wither directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. The Engineer shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.
15. Assignability - The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee: Provided, however, that claims for money due or to become due the Engineer from the Grantee under this Contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished promptly to the Grantee.
16. Interest of Members of the Grantee - No member of the government body of the Grantee who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
17. Interest of Other Local Public Officials - No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
18. Interest of Certain Federal Officials - No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.

19. Interest of Engineer - The Engineer covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area including ownership of any real estate or other property therein, will not have any interest in any rehabilitation construction contract or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having such interest shall be employed by him.

20. Civil Rights Act of 1964 - As provided by Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

21. Access to, Maintenance of Records - The Grantee, the Department of Commerce and Economic Opportunity, U.S. Department of Housing and Urban Development, the Comptroller of the State of Illinois and the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Engineer which are pertinent to this specific Contract for the purpose of making an audit, examination, excerpts and transcriptions. Said books, documents, papers and records pertinent to this Contract shall be maintained by the Engineer for a period of three years after the Grantee makes final payment for services rendered under this Contract and all other matters are closed.

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County’s Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely 700 War Memorial Development, INC; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for payroll and overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Adore Bridal & Specialty; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for payroll and overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Carrigan's Pub, INC; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for payroll and overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Castaways Consignment; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$10,000 to be used for payroll and overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Davis Bros. Pizza; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Floral Designs, LTD; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Great American Popcorn Company of Morton; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for payroll and overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Gym Corner LTD; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for payroll and overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Kep's Sports Bar, INC; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for payroll and overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Lefleur Design & Events, INC; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$10,000 to be used for payroll and overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Lorena's Mexican Restaurant, INC; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$15,000 to be used for overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Oz'z; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for payroll and overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Pine Lakes Golf Club, INC; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$5,000 to be used for payroll and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Pub 29; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for payroll and overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely So Chic Limited; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Station 5 Pizza, INC. dba Firehouse Pizza; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely Terk, Inc.; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$24,000 to be used for payroll and overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the initiation of the close out process with the State of Illinois for the Community Development Block Grant (CDBG) for the Downstate Small Business Stabilization (DSBS) component, namely The 5th Quarter Sports Bar & Pizzeria, INC.; and

WHEREAS, an Inter-Governmental Grant Agreement was approved for \$25,000 to be used for overhead expenses and the business remained open for 60 days of receiving capital assistance;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman




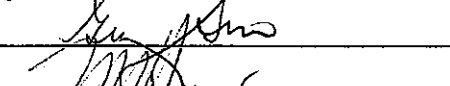
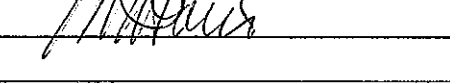
APPOINTMENT

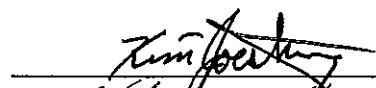
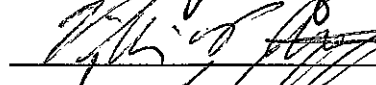
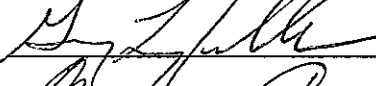
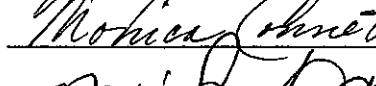
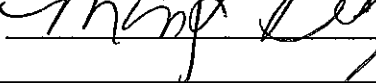
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Frank Sciortino of 1006 Kennedy Drive, Pekin, IL 61554 to the Pekin Main Street for a term commencing December 01, 2020 and expiring November 30, 2023.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Frank Sciortino to the Pekin Main Street and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Frank Sciortino to the Pekin Main Street.

The County Clerk shall notify the County Board Office and the County Board Office will notify Director of Pekin Main Street of this action.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Brian Wilson of 500 Robert Street Creve Coeur, IL 61610, to the Greater Creve Coeur Sanitary District for a term commencing January 01, 2021 and expiring April 30, 2023.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Brian Wilson to the Greater Creve Coeur Sanitary District and we recommend said reappointment be approved.

David Zimmerman

David Zimmerman

David Zimmerman

David Zimmerman

David Zimmerman

David Zimmerman

David Zimmerman

David Zimmerman

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Brian Wilson to the Greater Creve Coeur Sanitary District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Larry G. Paluska, Attorney at Law, of 217 Springfield Road, East Peoria, IL 61611 of this action.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Michael Danner of 24842 Emanuel Lane, Tremont, IL to the Tremont Rescue Squad Board for a term commencing February 01, 2021 and expiring December 31, 2024.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Michael Danner to the Tremont Rescue Squad Board and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Michael Danner to the Tremont Rescue Squad Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tremont Rescue Squad Board.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

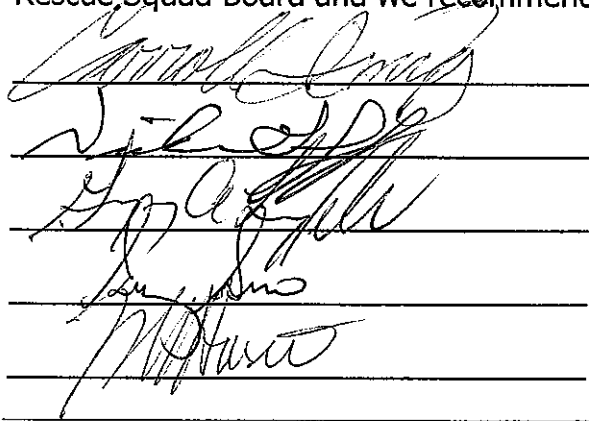
APPOINTMENT

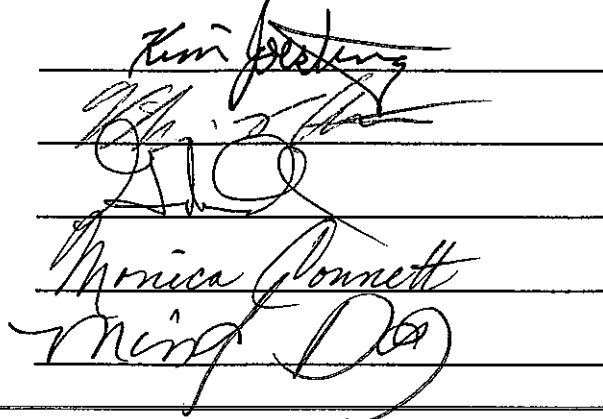
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Maxwell Schneider of 22021 Allentown Road, Tremont, IL to the Tremont Rescue Squad Board for a term commencing February 01, 2021 and expiring December 31, 2023.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Maxwell Schneider to the Tremont Rescue Squad Board and we recommend said appointment be approved.





RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Maxwell Schneider to the Tremont Rescue Squad Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tremont Rescue Squad Board.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

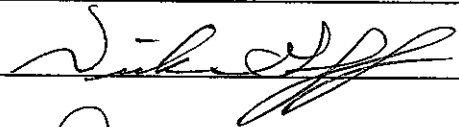

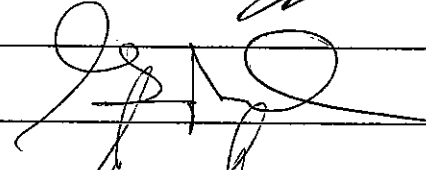
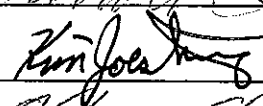

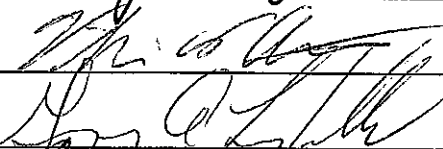
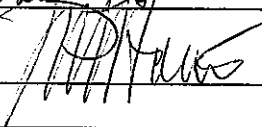
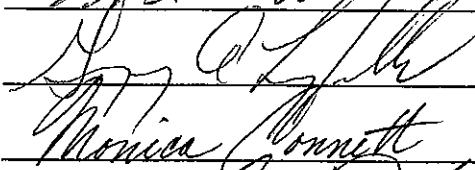
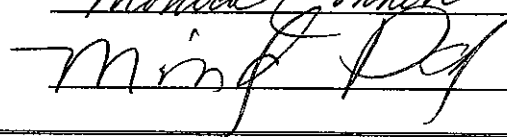
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Devin Birch of 140 Star Rim Drive, East Peoria, IL to the Building Board of Appeals for a term commencing February 24, 2021 and expiring March 01, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Devin Birch to the Building Board of Appeals and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Devin Birch to the Building Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 24th DAY of FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman


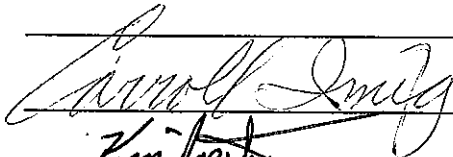
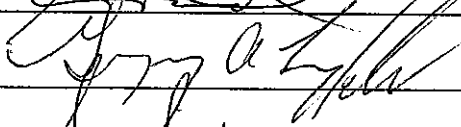
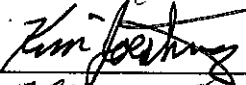


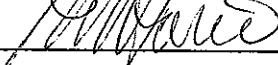
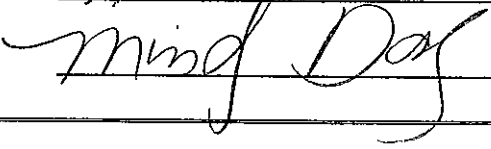
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Ty Slonneger of PO Box 367, Washington, IL to the Building Board of Appeals for a term commencing February 24, 2021 and expiring March 01, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Ty Slonneger to the Building Board of Appeals and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Ty Slonneger to the Building Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 24th DAY of FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Brett Brown of 200 N. Wilmore, Washington, IL to the Building Board of Appeals for a term commencing February 24, 2021 and expiring March 01, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Brett Brown to the Building Board of Appeals and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Brett Brown to the Building Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 24th DAY of FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Chuck Mathis of 8600 Dillon Road, Tremont, IL to the Building Board of Appeals for a term commencing February 24, 2021 and expiring March 01, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Chuck Mathis to the Building Board of Appeals and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Chuck Mathis to the Building Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 24th DAY of FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

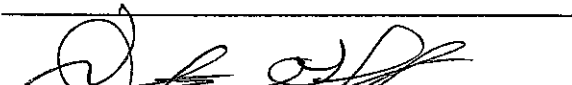

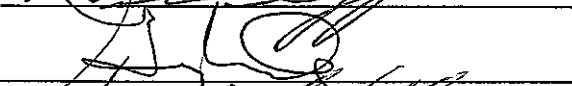
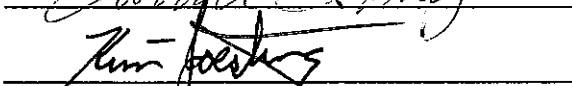
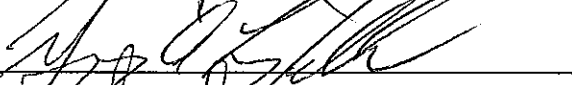
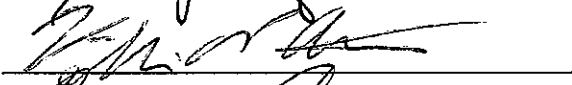
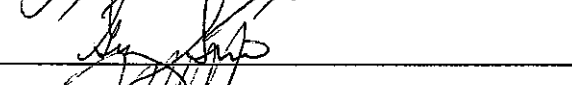


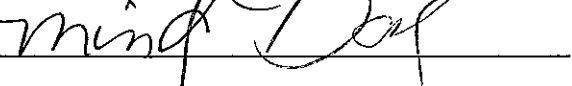
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Mike Tanner of 110 Ruth Court, Washington, IL to the Building Board of Appeals for a term commencing February 24, 2021 and expiring March 01, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Mike Tanner to the Building Board of Appeals and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Mike Tanner to the Building Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 24th DAY of FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

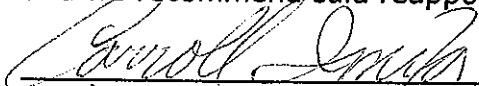
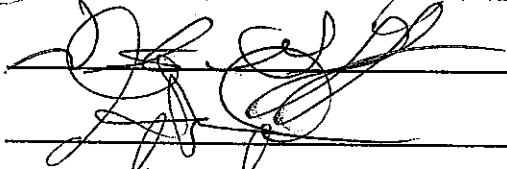

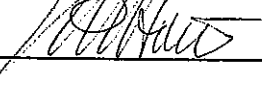
REAPPOINTMENT

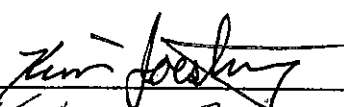
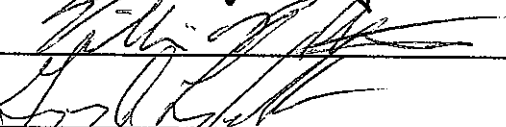
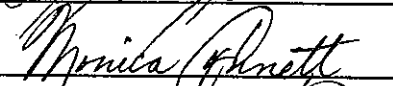
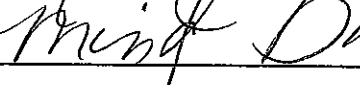

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jimmy Stevens of 8 Wilmar Terrace, East Peoria, IL to the Board of Review for a term commencing June 01, 2021 and expiring May 31, 2023.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Jimmy Stevens to the Board of Review and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Jimmy Stevens to the Board of Review.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Board Chairman of this action.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

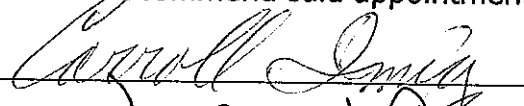
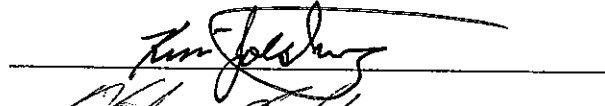
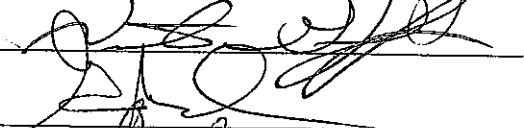
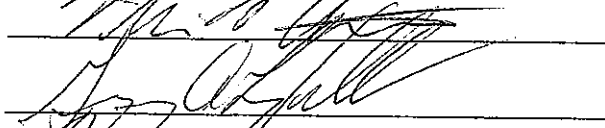
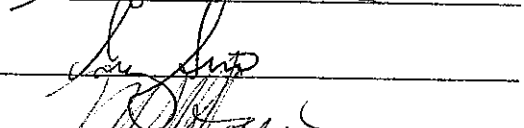
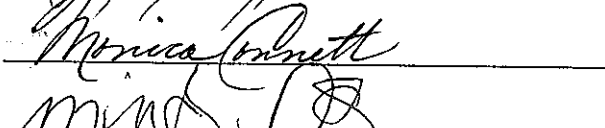
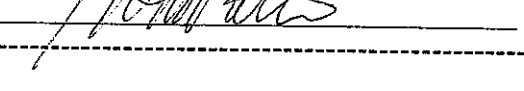
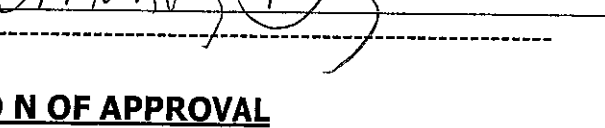
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint John Bisanz of 103 Cayman, Washington, IL to the Board of Review for a term commencing June 01, 2021 and expiring May 31, 2023.

COMMITTEE REPORT

To: Tazewell County Board
From: Executive Committee

The Committee has reviewed the appointment of John Bisanz to the Board of Review and we recommend said appointment to be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of John Bisanz to the Board of Review.

The County Clerk shall notify the County Board Office and the County Board Office will notify the County Board Chairman of this action.

PASSED THIS 24th DAY OF FEBRUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



In-Place Executive Committee

David Zimmerman - Chairman
James Carius Community Room
Wednesday, February 24, 2021

I. Roll Call

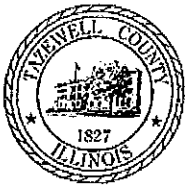
II. New Business

- E-21-53 A. Recommend to approve architectural engineering contracts for buildings – CDBG RLF Closeout Grant
- E-21-54 B. Recommend to approve architectural engineering contracts for sidewalks – CDBG RLF Closeout Grant
- E-21-55 C. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely 700 War Memorial Development, INC.
- E-21-56 D. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Adore Bridal & Specialty
- E-21-57 E. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Binkley's Jewelers, LTD
- E-21-58 F. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Carrigan's Pub, INC
- E-21-59 G. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Castaways Consignment
- E-21-60 H. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Davis Bros. Pizza
- E-21-61 I. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Floral Designs, LTD
- E-21-62 J. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Great American Popcorn Company of Morton
- E-21-63 K. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Gym Corner, LTD
- E-21-64 L. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Kep's Sports Bar

- E-21-65 M. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Lefleur Design & Event's, INC.
- E-21-66 N. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Lorena's Mexican Restaurant, INC.
- E-21-67 O. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Oz'z
- E-21-68 P. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Pine Lakes Golf Club, INC
- E-21-69 Q. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Pub 29
- E-21-70 R. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely So Chic Limited
- E-21-71 S. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Station 5 Pizza, INC. dba Firehouse Pizza
- E-21-72 T. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Terk, INC
- E-21-73 U. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely The 5th Quarter Sports Bar & Pizzeria, INC
- E-21-74 V. Recommend to approve the initiation of the close out process for the CDBG DSBS component, namely Transformation Lash Studio & Salon

III. Recess

Members: Chairman David Zimmerman, Vice Chairman Michael Harris, Bill Atkins, Monica Connett, Mindy Darcy, Nick Graff, Carroll Imig, Kim Joesting, Greg Longfellow, Greg Menold, Nancy Proehl, Greg Sinn



**Tazewell County Board
Calendar of Meetings
March 2021**

Zoning Board of Appeals Duane Lessen, Chair	Tuesday, March 02 5:30pm – JCCR	Altpeter, Connett, Crawford, Hall, Goddard, Imig, Joesting, Roberts
Land Use Kim Joesting, Chair	Tuesday, March 09 5:00pm – Jury Room	Connett, Altpeter, Crawford, Goddard, Hall, Imig, Roberts
Insurance Review David Zimmerman, Chair	No March meeting	Darcy, Hauter, Rich-Stimson
Health Services Bill Atkins, Chair	Thursday, March 11 5:30pm - TCHD	Sinn, Altpeter, Hall, Hauter, Hovey, Longfellow, Roberts
Transportation Greg Menold, Chair	Monday, March 22 8:00am - Tremont	Minton, Connett, Crawford, Goddard, Hall, Hovey, Proehl
Property Greg Longfellow, Chair	Tuesday, March 23 3:30pm – JCCR	Harris, Graff, Hauter, Imig, Joesting, Rich-Stimson, Sciortino
Finance Nick Graff, Chair	Tuesday, March 23 following Property – JCCR	Darcy, Atkins, Harris, Imig, Menold, Minton, Proehl, Rich-Stimson, Sciortino, Sinn
Human Resources Mindy Darcy, Chair	Tuesday, March 23 following Finance – JCCR	Proehl, Atkins, Graff, Harris, Imig, Menold, Minton, Rich-Stimson, Sciortino, Sinn
Risk Management David Zimmerman, Chair	Wednesday, March 24 4:00pm – Jury Room	Harris, Atkins, Connett, Darcy, Graff, Imig, Joesting, Longfellow, Menold, Proehl, Sinn
Executive David Zimmerman, Chair	Wednesday, March 24 following Risk Management	Harris, Atkins, Connett, Darcy, Graff, Imig, Joesting, Longfellow, Menold, Proehl, Sinn
Board of Health Gary Burton, Chair	Monday, March 29 6:30pm - TCHD	Atkins
County Board	Wednesday, March 31 6:00 pm – JCCR	All County Board Members