



**CITY COUNCIL AGENDA  
CITY OF BELLEVILLE, ILLINOIS**

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**MONDAY, NOVEMBER 1, 2021**

**7:00PM**

**COUNCIL CHAMBERS**

**1. CALL TO ORDER BY MAYOR AND EXPLANATION OF DISASTER PROCEDURES**

**REMINDER: SINCE THE MEETINGS ARE BEING VIDEOTAPED IT IS IMPORTANT THAT EVERYONE SPEAK DIRECTLY INTO A MICROPHONE WHEN SPEAKING.**

**2. ROLL CALL ALDERMEN**

**3. ROLL CALL DEPARTMENT HEADS**

**4. PLEDGE OF ALLEGIANCE**

**5. PUBLIC HEARING**

**6. PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON) - See back page for rules.**

**7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

7-A. Mayor Gregory will read a proclamation recognizing "Extra Mile Day".

7-B. Mayor Gregory will recognize the Character word of the month "PEACE" working and living in harmony with each other.

7-C. Motion to approve Mayor Gregory's fiscal year 2021-2022 appointment of Lance Phelps as Deputy Fire Chief, effective October 18, 2021.

7-D. Motion to approve Mayor Gregory's recommendation for appointment of Chet Kelly to serve on the Fire Pension Board for a 3-year term.

**8. APPROVAL OF MINUTES**

8-A. Motion to approve City Council Meeting Minutes and Executive Session Minutes of October 18, 2021.

**9. CLAIMS, PAYROLL AND DISBURSEMENTS**

9-A. Motion to approve claims and disbursements in the amount of **\$2,561,071.74** payroll in the amount of **\$859,348.03**.

**10. REPORTS**

10-A. City Attorney report dated October 28, 2021.

10-B. Motion to approve Treasurer Report September 2021.

10-B(1). Motion to approve Statement of Cash and Investments Report – September 2021.

**11. ORAL REPORTS FROM STANDING COMMITTEES, SPECIAL COMMITTEES AND ANY OTHER ORAL REPORTS FROM THE ELECTED OFFICIALS OR STAFF**

11-A. MOTIONS FROM **ORDINANCE & LEGAL REVIEW**

11-A(1). Motion to amend Title XIII (General Offenses), Chapter 130 (Offenses Against Public Peace and Safety), Section 130.01 (Unlawful Assembly)

11-A(2). Motion to amend Title XV (Land Usage), Chapter 154 (Property Maintenance Code)

11-B. MOTION FROM **TRAFFIC**

11-B(1). Motion for "No Parking 7:30am to 4:00pm on School

Days” at the east and west side of 200 block of Garden Blvd, 220’ south of the intersection at Carlyle Avenue.

11-C. MOTIONS FROM **STREETS & GRADES**

- 11-C(1). Motion to enter into an agreement with Lochmueller Group, Inc. for professional services not-to-exceed \$8,000 for engineering consultation.
- 11-C(2). Motion to approve Hank’s Excavating and Landscaping Inc. in the amount of \$7,750.00 for the installation of six (6) 6’ long 6” schedule 40 steel bollards to be located at 18 East Main St. (TIF 17 funds).
- 11-C(3). Motion to approve Hank’s Excavating and Landscaping, Inc. to create a dining bump out in front of 113-117 East Main Street. Cost to include \$16,500.00 for bollard installation (TIF 17 funds), and \$7,410.00 for the installation of concrete curbing and sidewalk (funds provided by property owners of Bennie’s Pizza and Margarita’s Restaurant).
- 11-C(4). Motion to approve Hank’s Excavating and Landscaping, Inc., lowest responsive bidder, in the amount of \$123,847.20 for 2021-2022 Concrete Patch. (MFT/TIF funds).

11-D. MOTIONS FROM **BOARD OF FIRE AND POLICE COMMISSION**

- 11-D(1). Motion to promote Eric Wolfmeier to the rank of Captain, effective November 1, 2021.
- 11-D(2) Motion to promote Chris Joyce to the rank of Engineer, effective November 1, 2021.

11-E. MOTION FROM **ADMINISTRATION**

- 11-E(1). Motion to approve entering into an Inter-Governmental

Grant Agreement between The State of Illinois  
Department of Commerce and Economic Opportunity and  
the City of Belleville in the amount of \$500,000.00 for  
demolitions and other allocable costs as per the grant.

**12. COMMUNICATIONS**

**13. PETITIONS**

**14. RESOLUTIONS**

**15. ORDINANCES**

15-A. **ORDINANCE 8997-2021**

AN ORDINANCE AMENDING TITLE XIII (GENERAL OFFENSES), CHAPTER 130 (OFFENSES AGAINST PUBLIC PEACE AND SAFETY) OF THE REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF.

15-B. **ORDINANCE 8998-2021**

AN ORDINANCE AMENDING TITLE XV (LAND USAGE), CHAPTER 154 (PROPERTY MAINTENANCE CODE) OF THE REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF.

15-C. **ORDINANCE 8999-2021**

AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE), CHAPTER 76 (PARKING SCHEDULES) OF THE REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF.

**16. UNFINISHED BUSINESS**

**17. MISCELLANEOUS & NEW BUSINESS**

17-A. Motor Fuel Claims in the Amount of **\$107,252.11**.

## **18. EXECUTIVE SESSION**

18-A. The City Council may go into executive session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2(c)(1)), collective negotiation matters (5 ILCS 120/2(c)(2)), purchase or lease of property (5 ILCS 120/2(c)(5)), sale or lease of property (5 ILCS 120(c)(6)) and pending and/or probable/imminent litigation (including civil and workers' compensation) (5 ILCS 120/2(c)(11)).

## **19. ADJOURNMENT (ALL QUESTIONS RELATING TO THE PRIORITY OF BUSINESS SHALL BE DECIDED BY THE CHAIR WITHOUT DEBATE, SUBJECT TO APPEAL)**

### **PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON)**

- (a) Members of the public may address the City Council in accordance with Section 2.06(g) of the Illinois Open Meetings Act (5 ILCS 120/2.06(g));
- (b) Public comments are limited to three (3) minutes per speaker;
- (c) The subject of public comments shall be reasonably related to matters(s) identified on the meeting agenda and/or other city business;
- (d) Repetitive public comments should be avoided, to the extent practical, through adoption of prior public comment (e.g. agreeing with prior speaker);
- (e) The following conduct is prohibited during public participation:
  - Acting or appearing in a lewd or disgraceful manner;
  - Using disparaging, obscene or insulting language;
  - Personal attacks impugning character and/or integrity;
  - Intimidation;
  - Disorderly conduct as defined in Section 130.02 of this revised code of ordinances.
- (f) Any speaker who engages in such prohibited conduct during public participation shall be called to order by the chair or ruling by the chair if a point of order is made by a sitting alderman.

# Proclamation

*Whereas, the City of Belleville is a community that acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service, and is why Belleville actively works to be a Community of Character; and*

*Whereas, Belleville is a community that encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends and community; and*

*Whereas, Belleville is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and*

*Whereas, Belleville acknowledges the mission of the Extra Mile America Foundation to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2021, as Belleville, being a “Community of Character” continues to highlight the belief that communities are made stronger through individuals and organizations who dedicate themselves to going the extra mile in volunteerism and service.*

*NOW THEREFORE I, Patty Gregory, Mayor of the City of Belleville, do hereby proclaim November 1, 2021 to be **Extra Mile Day** in Belleville, and encourage each individual in our community to take time on this day to “go the extra mile” in his or her own life and to acknowledge all those around us who are inspirational in their efforts to make their organizations, families, communities, country, or world a better place.*

*IN WITNESS WHEREOF, I have hereunto set my hand and cause the corporate seal of the City of Belleville to be affixed this 1<sup>st</sup> day of November, in the year of our Lord two thousand and twenty-one.*

*Patty Gregory*  
Patty Gregory, Mayor  
November 1, 2021



*Noted. Resolution for the Ordinance*

**CITY OF BELLEVILLE, ILLINOIS  
COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
OCTOBER 18, 2021 – 7:00 PM**

Mayor Gregory called this meeting to order.

City Clerk Meyer called roll. Members present on roll call: Alderman Hazel, Alderman Whitaker, Alderwoman Duco, Alderwoman Eros, Alderman Randle, Alderman Ferguson, Alderman Anthony, Alderman Ovian, Alderman Dintelman, Alderwoman Schaefer, Alderwoman Stiehl, Alderman Rothweiler, Alderman Elmore, Alderman Weygandt, Alderman Wigginton, Alderwoman Sullivan.

**ROLL CALL DEPARTMENT HEADS**

City Clerk Meyer called roll of Department Heads: City Treasurer Sarah Biermann; City Attorney Hoerner; Police Chief Bill Clay; Fire Chief, JP Penet; Finance Director Jamie Maitret; Director of Public Works, Jason Poole; Director of Wastewater, Randy Smith; Director of Library, Leander Spearman; IT, Ty Buckner; City Engineer, Sal Elkott; Director of Health, Housing and Building, Scott Tyler; Director of Economic Development, Planning & Zoning Clifford Cross.

Director of Human Resources, Seth Miller, and Director of IT Scott Markovich were excused.

**PLEDGE**

**PUBLIC HEARING**

NONE.

**PUBLIC PARTICIPATION**

**Michael Hagberg**

Mr. Hagberg commented on QAlert, he didn't understand why the system needs to be changed since the current system is working. He was concerned with the initial cost and the monthly cost.

**Stewart Lannert**

Mr. Lannert stated he didn't stand for the Pledge because this country is not the country the greatest generation fought for; he has also been called a racist.

Mayor Gregory stopped Mr. Lannert stating this is not an agenda item.

Mr. Lannert continued by saying a person with a gun was apprehended at a Belleville East football game and the Police are not talking, nobody's talking, was he arrested? Did he have a FOID card? Did he have a conceal carry card? Mr. Lannert continued by stating two years probation for a man in the North Charles shootout, two gentlemen had a shootout in the North Charles neighborhood

30-40 bullets whizzing around the neighborhood and one man got two years of probation, no FOID card, no conceal carry such-n-such, the other shooter was never even arrested according to the paper and the man that was sentenced for the 2019 shooting outside bar and grill well he got sixteen (16) years in jail. The other person that fired thirteen (13) bullets was never arrested; he couldn't understand why he was not arrested. The old Lindenwood building insurance is \$200,000 every six (6) months. Mayor Gregory stated that Police Chief Clay was there, and he would be happy to discuss any of Mr. Lannert's concerns after the meeting tonight.

## **PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

Mayor Gregory read a proclamation recognizing "Red Ribbon Week".

Alderman Wigginton made a motion second by Alderwoman Schaefer to approve the appointment of Ryan Moore to fill the vacancy on the Zoning Board of Appeals created by Andy Gaa and to fill the remainder of the term until May 2024.

Members voting aye on roll call: Hazel, Whitaker, Duco, Eros, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Sullivan. (16)

## **APPROVAL OF MINUTES**

Alderwoman Schaefer made a motion second by Alderman Dintelman to approve City Council Meeting Minutes of October 4, 2021.

All members voted aye.

## **CLAIMS, PAYROLL AND DISBURSEMENTS**

Alderman Randle made a motion second by Alderman Ferguson to approve claims and disbursements in the amount of **\$1,291,067.76** payroll in the amount of **\$853,924.75**.

Members voting aye on roll call: Whitaker, Duco, Eros, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Sullivan, Hazel. (16)

## **REPORTS**

None.

## **ORAL REPORTS**

### **ADMINISTRATION:**

Alderman Randle made a motion second by Alderwoman Eros to set the date of annual Joint Review Board meetings for all active TIF Districts for Friday, December 10, 2021, 9:00am.

All members voted aye.

Alderman Wigginton made a motion second by Alderman Ovian to nominate Dr. Phil Silsby as the Public Member Nominee for the Joint Review Board meetings for all active TIF Districts to be held on Friday, December 10, 2021

Members voting aye on roll call: Duco, Eros, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Sullivan, Hazel, Whitaker. (16)

### **FINANCE:**

Alderman Whitaker made a motion second by Alderwoman Eros to approve FY2021 Audit Reports, motion to approve one-year contract with QScend Technologies, Inc. for QAlert citizen request management system in the amount of \$20,268.00 for contract, implementation and setup (with annual renewal of \$13,800), motion to approve opening new fund and checking account for Campus Fund, motion to approve contracts with Chemsearch in the amount of \$5,792.40 (one-year contract), Baer Heating & Cooling, Inc. in the amount of \$24,000.00 for equipment (one-time service) and \$615.00 for weekly service and inspection to steam boiler; and Johnson Controls in the amount of \$11,882.39 for maintenance of systems (one-time service) at facility formerly known as Lindenwood Campus – Belleville.

*Discussion. . .*

Alderman Wigginton: Just a brief elaboration on three (3) and four (4) since this is concerning Lindenwood, what is the funding checking account, what is that, number one.

Finance Director Jamie Maitret: As I explained at Finance, what this is for is just opening a new fund, like we have a Parks & Rec Fund, we have a Sewer Fund, a General Fund this would open a separate fund and checking account so that all the expenses and ultimately hopefully revenue that is generated from the campus can be tracked separately in a fund.

Alderman Wigginton: Good, that makes sense. Thank you, then four (4) so if we're doing these one-year contracts on the facilities maintenance what does this mean as far as where we are now and where are we going since we're going to be investing money to start bringing these up to where it was before it closed down.

Mayor Gregory: Well according to some of the contracts that we are signing, there will be times when Grants will be paying for other things that will be going in there. So, some of it may come out of the City, some of it may not. We have started working on those, do you want to talk about that?

Attorney Hoerner: I would just point out that 11-B(4) are ongoing maintenance requirements of the campus that are time sensitive.

Alderman Wigginton: Just to maintain it.

Attorney Hoerner: Things we need to do while we are going through the process of repurposing this.

Alderman Wigginton: So, Mayor these are regular contracts, is this the jump starting or the impetus which we are all waiting to hear of what is going to be going forward?

Mayor Gregory: I'm going to have Dean speak to that because he has practically lived there since the day we purchased it.

Dean Hardt: So, the question you are asking is are we going to continue to have more contracts with other vendors with regards to the maintenance?

Alderman Wigginton: Sounds like to me that we are preparing for something to happen at Lindenwood. I know these are regular contracts, but is this the jumpstarting of where this is going?

Dean Hardt: I don't know who is coming into the facility, all I know is I have a responsibility as the Maintenance Manager to make sure the buildings stay operational, and that for whomever comes into the facility, comes into a facility, eyes wide open to make sure all the systems are operational, and this is what these are about. These are just the start of other contracts that I will have to put before the Council for approval for maintenance of all the systems for the campus.

Alderman Wigginton: Which makes sense.

Attorney Hoerner: These are ongoing regular maintenance obligations that Lindenwood was performing. Now that the City is the owner of the property it is necessary maintenance that needs to be performed.

Alderman Wigginton: Got to keep it running.

Alderman Weygandt: On the Heating and Cooling is that \$24,000 per year for a one-time service?

Dean Hardt: That \$24,000 is going to cover for them to go through the entire campus all the HVAC systems, boiler systems and they provide me with a listing of every single type of device or piece of equipment that is on the campus for us to be able to reference for anyone that comes into the facility. So, we know what we are getting ourselves into or what needs to be done to those systems.

Alderman Weygandt: So, this is just a one-time service to check everything.

Dean Hardt: Yes sir.

Alderman Weygandt: Then it says \$615 per week we're going to pay them too?

Dean Hardt: Correct, and that's for maintenance of the boiler system, there are three (3) boilers.

Alderman Weygandt: Wouldn't the boiler be included in the \$24,000 to check all the equipment out?

Dean Hardt: No sir, the three (3) boilers are part of the weekly maintenance for operation. Those boilers operate and heat the entire campus through pipes made through tunnels from one building to the next building.

Alderman Weygandt: Can I ask you another question? Did we get any other bids on this?

Dean Hardt: No.

Alderman Weygandt: Why not?

Dean Hardt: They have operational knowledge, intimate knowledge of the systems.

Alderman Weygandt: They're the only company that has this?

Alderman Hazel: If they have operational knowledge then why do they need - - (too many conversations at once could not verify).

Dean Hardt: They were the provider of the maintenance on the campus, so for me to go through the bidding process at this point there's a risk with the boilers not being maintained since we took ownership of the building. Now I will of course, as we get into it, and depending upon the people who come in, they will most likely get re-bid out for that service.

Mayor Gregory: We also have to remember that some of these people want to be in at the beginning of 2022.

Alderman Weygandt: I understand that.

Mayor Gregory: And so, to take the time to go, when we have people already working on it through the campus, we have to be ready for those people in 2022. So, to me, I think it's a good idea to have somebody familiar because that is only two and a-half months away.

Alderman Weygandt: I understand. So, are these boilers still going right now?

Dean Hardt: Yes. Every day I go into the boiler room, which is next to my office, one of my offices, I verify the pressures are in line through the operational knowledge that was provided to me by the previous person that was in the campus. And actually, I had Baer come out and confirm where the pressure needs to be in the boiler system.

Alderman Weygandt: Now if the pressure gauge like that is, do they have a service guy there constantly even when the college was checking those gauges, so those gauges don't go crazy? You know what I mean, you said it was so technical that it's got to be in a certain thing, what I would think is that they would have to have someone there all the time watching them gauges, you know to make sure those gauges don't blow the place up.

Dean Hardt: Well, that's why we are hiring them to do that, sir.

Alderman Weygandt: And they're going to be there 24 hours around the clock?

Dean Hardt: No sir. What they're doing is maintaining the boiler system.

Alderman Weygandt: I understand that.

Dean Hardt: I've been told it's called blowing down, to remove the sediments that are created during the heating process, the steam creation process in the boilers.

Alderman Weygandt: Okay, thank you.

Alderwoman Eros: Can I just get some clarification? So, \$24,000 gets us no service except for them to come in and look at stuff? Like its \$24,000 for them to just come in and look at all the stuff.

Mayor Gregory: Well, we have to remember we have twenty-five (25) properties.

Alderwoman Eros: That just seems like a lot to me.

Mayor Gregory: That is, maintenance is extremely high.

Alderwoman Eros: But that's not even maintenance.

Mayor Gregory: Well, I'm talking about inspecting and we want to make sure that everything is inspected properly, so we know where to go forward and while we're working on contracts with people, we also have to know expenses that will be added into contracts, for people that are taking over parts of the building. So, this is just a good way to find out exactly what would be needed or things that may have to be changed, as I said, some of the things going in there will be building out their own part of Lindenwood.

Alderman Hazel: Thank you Mayor. My comment is, as Dean had stated the company has operational knowledge of the systems within Lindenwood, all twenty-five (25) properties apparently, why \$24,000 to visit the systems that they have operational knowledge of?

Dean Hardt: They have not had on going work at the campus since Lindenwood left. I'm bringing them back in and they're going to be able to go through each building, each system, HVAC, and boiler and provide us that information that was being maintained by Lindenwood which was not given to us.

Alderman Hazel: Well, I would think before we purchased the property, we would have had Impact Strategies, or some other engineering company look over the whole property before we signed for it.

Attorney Hoerner: I would point out that the equipment is functioning on campus.

Dean Hardt: Correct.

Attorney Hoerner: It's time sensitive if we want it to continue functioning and this is the method by which the City can ensure and satisfy both the time sensitive nature and have the ongoing operations of the campus, I mean you've got HVAC systems in a multi-building campus that need to be maintained and serviced and this is just step one if we re-purpose it. The risk you run if you don't evaluate this and continue to maintain it is then you replace it, and that would be a lot more costly. The systems work, we just want to continue that.

Mayor Gregory: And we have to remember that Lindenwood over two (2) years ago decided to leave. And there was no one working on that to bring anything in there. And so, for over two (2) years it basically sat there without much attention of anything. And when you are asking people and people are coming forward that want to come in there, we have to make sure that we are providing an environment that they are going to want to stay there once they get there.

Alderman Whitaker: Mayor just for clarification, based on previous understanding of this. The intention is to keep all these systems running while we work contracts with potential other parties and then attempt to recoup these costs through the creation of this new fund. So, we're tracking all these expenses through this new fund so we can determine the appropriate amounts to try and recoup, is that correct?

Mayor Gregory: That is correct. I mean if we don't have an idea of what it costs then you can't set rents that are going to be appropriate.

Alderman Wigginton: So, Bryan, are we going to get reimbursed, since we're setting up this fund from these new entities coming in, which I think the Council is still very much in the clouds wondering who the entities are that may be signing contracts?

Alderman Whitaker: What was explained at Finance was we have to keep this building operational.

Alderman Wigginton: Absolutely.

Alderman Whitaker: And know what the monthly cost in running these buildings are so that we can determine when contracts are signed with tenants how much of that cost goes per portion that is occupied.

Alderman Wigginton: Per entity.

Alderwoman Stiehl: I think a lot of problems people might have is there is really no frame of reference to know that this is \$24,000 is the right amount of money, just to add to it we did this at the old Belle Valley School at 1901 Mascoutah Avenue where I was for twenty (20) years or more, and it was about \$15-\$20,000 just for that school. For those boiler rooms.

Mayor Gregory: And the boilers are older boilers.

Alderwoman Stiehl: Right, in that building too, built in 1949.

Alderman Dintelman: This is just a routine job. It's nothing new, it's been going on for years. Goes on everywhere. If you're going to buy a place you want to go through everything, you want to have it serviced, you want to record everything that you've got, you want to bring those boilers up slowly, and at different times and speeds, so you can handle it and it's a learning experience for the new people that will be coming in there, once a week or whomever that might be. So this is not really a big deal, this is done all the time, all over and is probably pretty much just set in, they want you to do their paperwork, , they probably got a janitor going down there looking at pressures on some of the gauges and stuff like that throughout a twenty-four (24) hour period, whatever they're doing – write down this, write down that, if they notice something wrong well then they can report it and get something done. Doing something personally or get somebody else. In either way they can save a lot of money on that stuff, so this is the right thing to do. And this is not anything out of the ordinary, this is the way things happen.

Alderman Rothweiler: I have a question; this is to get an inventory of the systems on all the properties, correct? Assuming the \$24,000 is for an inventory of all the systems, figure out what's there and what needs to be maintained. Correct?

Dean Hardt: Not just an inventory but also, they're going to put every system through its paces to make sure where we stand on the maintenance of these HVAC systems.

Alderman Rothweiler: How many properties is this?

Dean Hardt: I think we counted like ten (10) buildings on campus itself.

Mayor Gregory: And then other buildings. So, \$45 million is what was invested into the properties, and we bought it for \$3 million.

Dean Hardt: And each of those buildings have between two (2) to three (3) HVAC systems on their roofs.

Alderman Rothweiler: You got to know what you got to maintain so if that's what we have to do, then that's what we have to do to take care of the property.

Mayor Gregory: Well and especially we're attracting people now when we're meeting with them to sign contracts. We also are getting more people that are calling every day to bring in more things. If we want to attract the right entities, that will remain there for a long time, then we need to do our due diligence with the buildings and everything else.

Alderman Ovian: Evidently the individuals that have been brought in are specialty contractors, they specialize in this type of HVAC work. A regular HVAC contractor may not have the expertise in order to go ahead and check this type of equipment. So, you're going to pay more for it. And until we establish what the cost is, is it going to be expensive? Absolutely. But we're going to have to establish a cost base in order to pass it on.

Alderman Elmore: If we don't have any more questions, then I have a point of order question for the attorney. Do you think at this point we should vote on these separately, we have the motion on the floor to vote on them as a group, I would make a supplementary motion that maybe these two can be voted on together but maybe moved away from item 11-B(1) and 11-B(2)?

Attorney Hoerner: Unless there is an objection, you can vote on them all together.

Alderman Randle: Yes, I just have a quick comment Mayor. Jamie you might be able to help me out here, I just ran through some quick numbers, but I think what we are really talking about here as I estimate it probably still under two percent (2%) of the acquisition cost of the property. So, I don't think it's uncommon for you to invest a little more if you were to buy a home, you're probably going to spend some money having systems checked out or before you find out that the AC doesn't work when I want it to. Or the furnace goes out and it's the middle of December whatever, here we're talking about you know different apparatuses that frankly some of us might have a little bit more experience than others, but to think that we want to punt on this because it's two percent (2%) of the acquisition cost – I don't really see that being an issue here.

Mayor Gregory: And what message does that send to the people that are coming into there. If they don't want to keep up, that sends a poor message out to people that are actually going in there right now and choosing their spaces and doing their work.

Alderman Elmore: I have a question on 11-B(2) if we're done with 11-B(3) and (4) – I'd like to just find out a little more. I haven't gotten I haven't asked this question I didn't ask it in finance a little bit more descriptive difference of the old Report A Concern and the new QScend technology QAlert, what are the additional features? New Features.

Dean Hardt: So QScend software can provide us what the Aldermen have been asking for, that the current system cannot provide which is reporting items per Ward. If you want a report per Ward every week, I'll send you a report every week. If you want one monthly, I'll send you one monthly. The other thing this software provides for is the capability for individual department heads and employees to talk amongst each other in the background about the concern that came in. Right now, what happens is someone will report a pothole in the street that goes to Sharon Strausbaugh, Jason Poole, a myriad of different people, and they all get the email at the same time. So, what happens is they all might address that issue as quick as they can, but they don't know the other person has already addressed the issue. This software is going to allow them to know that another department has already touched this. What this also does is provide for immediate feedback to the resident that we've received their request. And there will be some follow up. Then when the item is resolved then they get an email we've closed this concern out. We've facilitated the resolution of this concern. So, there's a lot more to it than just an email and that's why I feel very confident in what I gave you guys with regards to the comparison between the five different companies. This is the appropriate choice for the City of Belleville to provide this software to the City and to the residents.

Alderman Elmore: You're right, we've been asking for years to have more feedback from when the report of concern is made and then we don't have a clue where it stands, where it gets followed-up on, and if it's going to help, than I'm all for it.

Alderman Hazel: I wanted a follow-up to reiterate are we going to have access to that information as we have been previously promised.

Dean Hardt: Read only.

Alderman Hazel: Read only. Sure, yeah, okay. Just want to be able to see how flow through is being taken care of.

Dean Hardt: You'll be able to see it, just not comment on it.

Alderman Hazel: No that's fine or to be able to see how it was addressed. So, we would, without asking, we would be able to access that information.

Dean Hardt: Right, that was one of the issues I had with one of the other providers was they wanted to charge us per user. We're not just talking about sixteen Aldermen. I mean that's sixteen user licenses there up in smoke before we even got to the department heads. This provider is unlimited users. So, I can have as many people in there as I wanted. We will have the administrative rights to give you permission based on user access.

Alderman Wigginton: This is the perfect segue, I wanted to bring this up anyway now that Dean's up there, I have to applaud all the department heads fantastic, but Alderman Elmore brought it up the years of frustration with no response, no feedback, no communication and I just want to say for Mr. Elkott, Mr. Poole and Mr. Tyler I've never in six (6) years had the response, communication, follow-up that I'm getting from these three (3) gentlemen. We had a huge problem over by Crestview apartments and on Olympia a lady brought all these to our attention I got a hold of Scott and he got on it right away, he kept communicating with me, she actually called me today she's lived there years and years she was actually crying that somebody finally came out and took care of these horrible properties. So, I applaud all the department heads, everybody those three (3) gentlemen because they are out in the field, you know it's a whole different world out in the field and I have to say I could not be happier because we're on the front lines, we're on the firing lines and to have that support system is huge.

Aldermen and Alderwomen: Agree.

Mayor Gregory: Anymore questions?

Members voting aye on roll call: Eros, Randle, Ferguson, Anthony, Ovia, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Sullivan, Hazel, Whitaker, Duco. (16)

### **ORDINANCE & LEGAL REVIEW:**

Alderman Wigginton made a motion second by Alderman Randle to amend Title IX (General Regulations), Chapter 93 (Nuisances), 93.020 (Definitions) and Title XV (Land Usage), Chapter 158 (Streets and Sidewalks; Tree Code), Appendix A (Recommended Trees), to amend Title XI (Business Regulations), Chapter 118 (Food and Beverage Business), Section 118.20 (Cash

Management), Section 118.22 (Visibility and Signage), and Section 118.23 (Training of Employees), to amend Title XI (Business Regulations), Chapter 110 (General Licensing Provisions), Section 110.31 (Prohibition Against Nuisances).

*Discussion . . .*

Alderman Hazel: Okay so on 11-C(3) on the noise ordinance, how will this affect live music downtown and other bars?

City Clerk Meyer: Chief Clay can anyone comment on this?

Chief Clay: The stuff in your packets is going to deal with where we have it now the ordinance prohibits the noise past the property line. It's the way it was in the past. In the future going forward it puts a caveat there for unreasonable noises and so forth that starts at the property line or goes out. So, it gives law enforcement, it gives us all some commonsense rules and approach. We know there's going to be noise downtown, if somebody is playing, if I'm playing the music at my house and the door is open and you can hear it out past my property line. So that's what we had to address, and I think that you guys that were working with it, Alderman Wigginton and others I think they have addressed that. They came to a reasonable approach that I think is balanced. So, it still allows for the music, that's what is going to happen downtown, but it gives us the ability to enforce if it becomes totally unreasonable for shrilling sounds and so forth. You have those things covered in the ordinance you are proposing. I think it will work very well.

Alderman Wigginton: Mayor, Chief, thank you, you nailed it 100% correct, Alderman Hazel just so you know Lt. Col. Eiskant and I and Mary Stiehl met with a lot of the business and bar owners. Then Eiskant and I met with quite a few of the people that live downtown, and the Asst. Chief brought other various different ordinances for sound. The Chief really nailed it, it was a general consensus, when we had it in there before what it said was sound can't go past one hundred (100) feet what's the speed of sound? How do you stop a hundred (100) feet? When it is what 2,000-3,000 I don't know, whatever the heck it is. We're leaving it in the hands of law enforcement to really maintain this ordinance and we really pretty much got a general consensus from both entities. I said from the beginning we don't have to reinvent the wheel; we just have to get a stronger ordinance to give our law enforcement more backing when they get these calls. Of course, Alderman Randle was there and involved in all of these and it was long. We didn't decide this in one meeting this went over quite a few meetings, a lot of discussion. I think the police department is happy. I think the business owners are happy and the people that live downtown. I think we got them all to come to the table to agree that this is the best way we could do the ordinance.

Alderman Hazel: There's not a time associated with reference to our noise ordinances that we currently have, and I know that this is directed towards business but because there wasn't any reference to an hour on the clock, I was concerned on how this ordinance could be used. I was in the meeting because I wanted to hear the thought process on how that was agreed to.

Alderman Wigginton: Yes, yes, we discussed this for several months.

Alderman Stiehl: Lt. Col. Eiskant had sessions with the business owners and there are hours, he did quote the hours.

Alderman Hazel: I'm just referring to this ordinance it didn't address it. There's probably another section.

There were no changes to the hours.

All members voted aye.

## COMMUNICATIONS

### **MIDWEST CARVERS' ART SHOW BANNER 10/29/21-11/9/21**

Request from Midwest Woodcarvers to place a banner on North Illinois Street for Midwest Carvers Art Show, Friday October 29, 2021 through November 9, 2021.

### **DOWNTOWN TRICK OR TREAT - 10/29/2021**

Request from the City of Belleville to host Downtown Trick-or-Treat, Friday, October 29, 2021, 5:30p.m. to 7:30p.m. Street closure request: 4:00pm to 9:00pm, East Main Street from High Street (east side) to Mascoutah Avenue (west side), first block of North/South Jackson, North/South Church, North/South Charles to alley. Use of Gas Light Patio. Additional City services requested: barricades, "No Parking" signs, trash toters, picnic tables, electric and personnel.

Alderman Schaefer made a motion second by Alderman Eros to approve the communications.

All members voted aye.

Mayor Gregory: By the way, I'd like to thank the Looking Glass Playhouse from Lebanon they are providing spooky story tellers on the streets for the kids to listen to stories during the whole Halloween event downtown for those two (2) hours. And they are just doing it out of the goodness of their hearts. So, we should all be very appreciative, it shows how great it is when you can work with other cities and integrate and do things together. We are very happy they are doing this for our residents here.

## PETITIONS

NONE.

## RESOLUTIONS

NONE.

## ORDINANCES

Alderman Schaefer made a motion second by Alderman Eros to read by title only and as a group ordinances 8994, 8995, 8996.

All members voted aye.

**ORDINANCE 8994-2021**

An Ordinance Amending Title IX (General Regulations), Chapter 93 (Nuisances), Section 93.020 (Definitions) and Title XV (Land Usage), Chapter 158 (Streets and Sidewalks; Tree Code), Appendix A (Recommended Trees) of the Revised Code of Ordinances of the City of Belleville, as Amended

**ORDINANCE 8995-2021**

An Ordinance Amending Title XI (Business Regulations), Chapter 118 (Food and Beverage Business), Sections 118.15 through 118.28 of the Revised Code of Ordinances of the City of Belleville, as Amended

**ORDINANCE 8996-2021**

An Ordinance Amending Title XI (Business Regulations), Chapter 110 (General Licensing Provisions), Section 110.31 (Prohibition Against Nuisances) of the Revised Code of Ordinances of the City of Belleville, as Amended

Alderman Wigginton made a motion second by Alderman Schaefer to approve ordinances as read 8994,8995 and 8996.

Members voting aye on roll call: Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Sullivan, Hazel, Whitaker, Duco, Eros. (16)

**UNFINISHED BUSINESS**

NONE.

**MISCELLANEOUS & NEW BUSINESS**

Alderman Stiehl made a motion second by Alderman Ferguson to approve Motor Fuel Claims in the Amount of \$ **3,865.01**.

Members voting aye on roll call: Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Sullivan, Hazel, Whitaker, Duco, Eros, Randle. (16)

**EXECUTIVE SESSION**

Alderman Ferguson made a motion second by Alderman Duco to go into Executive Session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2(c)(1)), collective negotiation matters (5 ILCS 120/2(c)(2)),

purchase or lease of property (5 ILCS 120/2(c)(5)), sale or lease of property (5 ILCS 120(c)(6)) and pending and/or probable/imminent litigation (including civil and workers' compensation) (5 ILCS 120/2(c)(11)).

All members voted aye.

Entered Executive Session: 7:58.

Returned to Regular Session: 8:32.

Alderman Elmore made a motion second by Alderman Wigginton to approve workman's compensation settlement for Greg Giedeman in the amount of \$20,346.75, Logan Decker in the amount of \$53,019.00, and Dustin Kallal in the amount of \$37,484.39.

Members voting aye on roll call: Anthony, Ovian, Dintelman, Schaefer, Stiehl, Elmore, Weygandt, Wigginton, Sullivan, Hazel, Whitaker, Duco, Eros, Randle, Ferguson. (15)

Alderman Rothweiler, Abstain.

Alderman Anthony made a motion second by Alderwoman Schaefer to approve Collective Bargaining Agreement with Illinois Fraternal Order of Police Belleville Telecommunicators & Secretaries.

Members voting aye on roll call: Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Sullivan, Hazel, Whitaker, Duco, Eros, Randle, Ferguson, Anthony. (16)

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### **ADJOURNMENT**

Alderman Wigginton made a motion second by Alderman Weygandt to adjourn at 8:35 p.m.

All members voted aye.

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Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY  
COUNCIL MEETING - NOVEMBER 1, 2021**

**GENERAL FUND**

00 - Revenue	\$139,882.36
50 - Administration	\$120,683.95
51 - Police	\$192,730.49
52 - Fire	\$96,981.36
53 - Streets	\$39,926.61
54 - Parks	\$28,796.36
55 - Cemetery	\$2,111.23
56 - Hlth/Sanitation	\$38,228.60
60 - Legal	\$5.75
61 - RCDS - Building & Zoning Div	\$16,499.73
62 - RCDS - Econ Dev & Planning Div	\$8,587.23
82 - Mayor	\$5,546.82
83 - Finance	\$1,972.19
84 - Human Resources	\$1,483.36
85 - Clerk	\$5,307.39
86 - Treasurer	\$4,297.33
87 - Maintenance	\$12,818.56
88 - Engineering	\$10,189.62
<b>GENERAL FUND TOTAL</b>	<u>\$726,048.94</u>

**SEWER OPERATIONS**

75 - Collections	\$18,387.99
77 - Lines	\$10,555.66
78 - Plant	\$90,448.17
<b>SEWER TOTAL</b>	<u>\$119,391.82</u>

02 - Parks Projects	\$468.00
04 - Library	\$55,418.16
07 - Park/Rec	\$15,912.02
12 - General & Community Assistance	\$9,857.28
13 - Motor Fuel Tax Fund	\$107,252.11
14 - Fountain Fund	\$242.07
15 - Tort Liability Fund	\$243,131.97
20 - Campus Fund	\$195,044.07
24 - Sewer Const.	\$304.85
25 - Sewer Bond & Interest	\$683,208.95
30 - SSA	\$224.98
38 - TIF 3	\$101,193.43
57 - TIF 15 Carlyle Greenmount	\$240,901.47
58 - TIF 16 Route 15 West Corridor	\$56,002.17
75 - TIF 17 E Main Street	\$6,469.45

**ALL FUNDS TOTAL** \$2,561,071.74

SYS DATE:10/15/21

CITY OF BELLEVILLE

SYS TIME:15:17

DATE: 10/15/21

C L A I M S H E E T  
Friday October 15,2021

[NCS]

PAGE 1

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

	ADMINISTRATION		
551	ILLINOIS AMERICAN WATER	01-50	8,908.70
SP053	SPECTRUM VOIP	01-50	15.32

	**TOTAL ADMINISTRATION		8,924.02
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01 GENERAL FUND	GRAND TOTAL		8,924.02
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
176	BARCOM SECURITY	04-00	870.15
4356	HONEYWELL INTERNATIONAL INC	04-00	5,980.26
515	HOME-BRITE ACE HARDWARE	04-00	47.95
5385	INGRAM LIBRARY SERVICES	04-00	3,947.42
551	ILLINOIS AMERICAN WATER	04-00	67.64
6651	PETTY CASH-LIBRARY	04-00	55.11
BL036	BLACKSTONE PUBLISHING	04-00	1,459.82
BL046	BLACKSTONE PUBLISHING	04-00	79.98
BR148	BRAINFUSE ONLINE INSTRUCTION	04-00	5,500.00
CE018	GALE/CENGAGE LEARNING	04-00	680.58
CI028	CINTAS FIRE 636525	04-00	1,629.54
CI037	CINTAS	04-00	302.45
CL053	CLEARWAVE COMMUNICATIONS	04-00	280.00
DE074	DE LAGE LANDEN FINANCIAL SERVICES	04-00	929.30
FA018	FAMILY ROOTS PUBLISHING CO., LLC	04-00	34.60
FA039	FAIRFIELD PUBLIC LIBRARY	04-00	28.00
GI028	GILLESPIE, ALIYAH	04-00	30.00
GO035	GOLDEN IMAGES LLC	04-00	5,634.41
MI000	MIDWEST TAPE	04-00	844.39
PR070	PRESTOX	04-00	168.33
QU006	QUILL CORPORATION	04-00	217.84
QU036	QUADIANT FINANCE USA, INC	04-00	294.25
TE026	TECSRV	04-00	2,253.00
TM002	T-MOBILE	04-00	2,414.24
US015	US SIGNAL COMPANY, LLC	04-00	2,259.98
WA089	WATTS COPY SYSTEM, INC	04-00	432.78
	**TOTAL		36,442.02
04	LIBRARY	GRAND TOTAL	36,442.02

SYS DATE:10/15/21

CITY OF BELLEVILLE

SYS TIME:15:17

DATE: 10/15/21

C L A I M S H E E T  
Friday October 15,2021

[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
20	CAMPUS FUND		
551	ILLINOIS AMERICAN WATER	20-00	864.07
	**TOTAL		864.07
	20 CAMPUS FUND	GRAND TOTAL	864.07
	GRAND TOTAL FOR ALL FUNDS:		46,230.11
	TOTAL FOR REGULAR CHECKS:		45,312.01
	TOTAL FOR DIRECT PAY VENDORS:		918.10

SYS DATE:10/20/21

CITY OF BELLEVILLE  
C L A I M S H E E T

SYS TIME:12:58

DATE: 10/20/21

wednesday October 20, 2021

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VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

SEWER COLLECTION

AL066	ALLEN, MAURCIA	21-75	331.58
CA120	CA JONES	21-75	19.40
DI044	DICKERSON, KIM	21-75	95.57
FA040	FAIRCHILD, CHRISTOPHER	21-75	414.20
FR058	FRAZIER, SANDRA	21-75	529.05
HI051	HICKMAN, PHILLIP	21-75	169.99
OF013	OFFICE MAX	21-75	3,329.59
SM067	SMITH, CHERYL	21-75	185.13
TA045	TATE, TANYA	21-75	100.00
TR062	TRENT, JERRY	21-75	43.54

\*\*TOTAL SEWER COLLECTION 5,218.05

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 5,218.05

GRAND TOTAL FOR ALL FUNDS: 5,218.05

TOTAL FOR REGULAR CHECKS: 5,218.05

SYS DATE:10/22/21

CITY OF BELLEVILLE  
C L A I M S H E E T

SYS TIME:10:08

DATE: 10/22/21

Friday October 22, 2021

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VENDOR #	NAME	DEPT.	AMOUNT
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12 GENERAL & COMMUNITY ASSISTANCE

AM061	AMEREN ILLINOIS	12-00	702.75
AR044	ARAPAHO VILLAGE	12-00	312.00
CI031	CITY OF BELLEVILLE	12-00	93.07
DR012	DREA PROPERTIES	12-00	312.00
EP001	EPL HOLDINGS, LLC	12-00	312.00
IL088	ILLINOIS AMERICAN WATER	12-00	127.08
LI055	LIBERTY MUTUAL GROUP	12-00	64.55
PE068	PETTY CASH	12-00	300.00
RP002	RPT, LLC	12-00	312.00
SN012	SNELLING, BRENDA	12-00	300.00
SP054	SPECIALIZED LOAN SERVICING LLC	12-00	200.00

**TOTAL			3,035.45
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12 GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	3,035.45
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GRAND TOTAL FOR ALL FUNDS:	3,035.45
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TOTAL FOR REGULAR CHECKS:	3,035.45
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VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

834	QUALITY RENTAL CENTER	01-00	3,479.94
GA036	GALWAY PROPERTIES	01-00	30.00
GO050	GOUGH, JUSTIN	01-00	60.00
GU027	GUPTA, ANIL	01-00	65.00
HA198	HARTMANN RENTALS	01-00	60.00
HU075	HUGHES GROUP LLC	01-00	30.00
JJ004	JJK HOME NETWORK PROP MGMT	01-00	60.00
MA122	MASTER'S REAL ESTATE	01-00	60.00
MU063	MUSTARD SEED VENTURES	01-00	30.00
RE097	RED DOOR REALTY GROUP INC	01-00	90.00
RI054	RIVERSIDE REAL ESTATE	01-00	30.00
SU050	SUMNER, DONNA	01-00	65.00
TH057	THE MEADOWS AT SHADOW RIDGE	01-00	65.00
TI009	TIGER SERVICES	01-00	65.00
UM001	UMB BANK - CORPORATE TRUST	01-00	135,692.42

\*\*TOTAL

139,882.36

ADMINISTRATION

1112	WATTS COPY SYSTEM, INC.	01-50	662.77
2102	AMEREN ILLINOIS	01-50	39,945.07
4902	AT & T	01-50	167.66
551	ILLINOIS AMERICAN WATER	01-50	2,616.47
5987	IL STATE POLICE, DIV OF JUSTICE	S01-50ES	56.50
6122	VERIZON WIRELESS	01-50	131.45
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-50	59,484.12
CD003	SHRED-IT USA LLC	01-50	296.21
CJ000	C J SCHLOSSER & CO LLC	01-50	700.00
CL053	CLEARWAVE COMMUNICATIONS	01-50	2,397.00
FR042	FREEBURG PRINTING & PUBLISHING, I	01-50	609.54
GR082	GREATAMERICA FINANCIAL SVCS.	01-50	130.00
MA147	MARXAM LLC	01-50	214.95
MA181	MANSFIELD POWER AND GAS, LLC	01-50	682.71
OF004	OFFICE DEPOT	01-50	3.09
RE058	REGIONS BANK	01-50	93.35
ST162	STANDARD INSURANCE COMPANY	01-50	652.10
SU045	SUPERIOR VISION INSURANCE INC	01-50	916.94
WM001	WM FINANCIAL STRATEGIES	01-50	2,000.00

\*\*TOTAL ADMINISTRATION

111,759.93

POLICE DEPARTMENT

1112	WATTS COPY SYSTEM, INC.	01-51	685.60
3728	DOBBS AUTO CENTERS, INC.	01-51	563.82
4902	AT & T	01-51	384.80
5205	PASS SECURITY	01-51	51.00
6122	VERIZON WIRELESS	01-51	2,051.66
657	LEON UNIFORM COMPANY, INC.	01-51	2,175.00
850	REJIS COMMISSION	01-51	140.00
AM063	AMAZON BUSINESS	01-51	89.94



VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

FIRE DEPARTMENT

RO118	ROBBINS, BRENDAN	01-52	358.63
SE034	SENTINEL EMERGENCY SOLUTIONS	01-52	3,272.66
ST162	STANDARD INSURANCE COMPANY	01-52	359.20
SU045	SUPERIOR VISION INSURANCE INC	01-52	634.44
UN040	UNDER PRESSURE LLC	01-52	1,500.00
UN049	UNITED INK	01-52	40.00

\*\*\*TOTAL FIRE DEPARTMENT 96,981.36

STREETS

1112	WATTS COPY SYSTEM, INC.	01-53	212.91
1138	WOODY'S MUNICIPAL SUPPLY CO.	01-53	1,816.28
1949	CRESCENT PARTS & EQUIPMENT	01-53	14.91
2435	GATEWAY INDUSTRIAL POWER	01-53	180.00
277	CAMPER EXCHANGE, INC.	01-53	9.95
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	645.17
3610	WYLIE, EDWARD	01-53	65.00
402	EGYPTIAN WORKSPACE PARTNERS	01-53	31.43
413	ERB TURF EQUIPMENT, INC.	01-53	43.48
419	JOHN FABICK TRACTOR COMPANY	01-53	4,416.64
515	HOME-BRITE ACE HARDWARE	01-53	160.72
6122	VERIZON WIRELESS	01-53	127.76
7141	AL'S AUTOMOTIVE SUPPLY, INC.	01-53	47.94
AM068	AM CONSTRUCTION SUPPLY, INC	01-53	299.99
AR002	ARROW TERMINAL LLC	01-53	288.28
BA122	BAMWX LLC	01-53	1,700.00
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-53	24,530.90
CD003	SHRED-IT USA LLC	01-53	5.35
ED029	EDWARDS EQUIPMENT LLC	01-53	72.86
FA002	FASTENAL COMPANY	01-53	77.83
HU069	HUELS OIL COMPANY	01-53	2,375.16
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-53	170.00
OR001	O'REILLY AUTO PARTS	01-53	59.52
RI050	RIGHT WAY TRAFFIC CONTROL, INC	01-53	1,124.67
ST162	STANDARD INSURANCE COMPANY	01-53	97.75
SU045	SUPERIOR VISION INSURANCE INC	01-53	153.23
UN027	UNIFIRST CORPORATION	01-53	378.88
UN049	UNITED INK	01-53	200.00
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-53	620.00

\*\*\*TOTAL STREETS 39,926.61

PARKS DEPARTMENT

1112	WATTS COPY SYSTEM, INC.	01-54	355.92
2102	AMEREN ILLINOIS	01-54	4,051.84
2192	SHERWIN - WILLIAMS CO.	01-54	87.76
277	CAMPER EXCHANGE, INC.	01-54	121.92
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	448.81
419	JOHN FABICK TRACTOR COMPANY	01-54	4,336.52



VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

LEGAL DEPARTMENT  
RCDS - BUILDING & ZONING DIVISIO

1112	WATTS COPY SYSTEM, INC.	01-61	245.63
402	EGYPTIAN WORKSPACE PARTNERS	01-61	86.65
6122	VERIZON WIRELESS	01-61	726.15
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-61	12,527.22
EN009	ENVIRONMENTAL CONSULTANTS LLC	01-61	1,870.00
FR042	FREEBURG PRINTING & PUBLISHING, I	01-61	144.00
HU069	HUELS OIL COMPANY	01-61	593.74
RE058	REGIONS BANK	01-61	139.97
ST162	STANDARD INSURANCE COMPANY	01-61	61.95
SU045	SUPERIOR VISION INSURANCE INC	01-61	104.42
**TOTAL RCDS - BUILDING & ZONING DIVISIO			16,499.73

RCDS - ECONOMIC DEVELOPMENT & PL

6122	VERIZON WIRELESS	01-62	42.15
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-62	7,940.86
FR042	FREEBURG PRINTING & PUBLISHING, I	01-62	96.00
HE102	HEWLETT-PACKARD FINANCIAL SERVICE	01-62	312.97
RE058	REGIONS BANK	01-62	145.51
ST162	STANDARD INSURANCE COMPANY	01-62	21.70
SU045	SUPERIOR VISION INSURANCE INC	01-62	28.04
**TOTAL RCDS - ECONOMIC DEVELOPMENT & PL			8,587.23

MAYOR

6122	VERIZON WIRELESS	01-82	132.46
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-82	2,433.00
KA008	KAISER, KATHLEEN	01-82	470.58
RE058	REGIONS BANK	01-82	2,487.65
ST162	STANDARD INSURANCE COMPANY	01-82	5.75
SU045	SUPERIOR VISION INSURANCE INC	01-82	17.38
**TOTAL MAYOR			5,546.82

FINANCE

BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-83	1,878.11
OF004	OFFICE DEPOT	01-83	49.42
ST162	STANDARD INSURANCE COMPANY	01-83	17.25
SU045	SUPERIOR VISION INSURANCE INC	01-83	27.41
**TOTAL FINANCE			1,972.19

HUMAN RESOURCES/COMMUNITY DEV

1112	WATTS COPY SYSTEM, INC.	01-84	133.39
6122	VERIZON WIRELESS	01-84	32.15
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-84	928.27
CD003	SHRED-IT USA LLC	01-84	53.29
ME086	MEDEXPRESS URGENT CARE ILLINOIS P	01-84	290.00



SYS DATE:10/27/21

CITY OF BELLEVILLE

SYS TIME:12:23

DATE: 11/01/21

C L A I M S H E E T  
Monday November 01, 2021

[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

ENGINEERING

\*\*TOTAL ENGINEERING

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10,189.62

01 GENERAL FUND

GRAND TOTAL 717,124.92

SYS DATE:10/27/21

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday November 01,2021

SYS TIME:12:23

[NCS]

DATE: 11/01/21

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
02	PARKS PROJECT FUND		
ST043	ST LOUIS COMPOSTING INC	02-00	468.00
	**TOTAL		----- 468.00
	02 PARKS PROJECT FUND	GRAND TOTAL	468.00

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

04 LIBRARY

2102	AMEREN ILLINOIS	04-00	1,485.92
551	ILLINOIS AMERICAN WATER	04-00	146.54
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	04-00	16,300.26
MA181	MANSFIELD POWER AND GAS, LLC	04-00	0.98
RE058	REGIONS BANK	04-00	760.99
ST162	STANDARD INSURANCE COMPANY	04-00	119.40
SU045	SUPERIOR VISION INSURANCE INC	04-00	162.05

	**TOTAL		18,976.14
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04 LIBRARY	GRAND TOTAL		18,976.14
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
1112	WATTS COPY SYSTEM, INC.	07-00	57.79
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	1,497.30
2102	AMEREN ILLINOIS	07-00	856.81
3119	COMPUTYPE IT SOLUTIONS	07-00	47.50
4902	AT & T	07-00	54.66
961	SOUTHWEST ILLINOIS ASSN. OF UMPIRO	07-00	2,760.00
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	07-00	3,637.96
CL053	CLEARWAVE COMMUNICATIONS	07-00	299.00
DO057	DONE, JUSTIN	07-00	457.00
LU024	LUGGE, JOHN	07-00	225.00
MA181	MANSFIELD POWER AND GAS, LLC	07-00	18.41
OF004	OFFICE DEPOT	07-00	67.58
PE059	PETTY CASH - RECREATION	07-00	4,450.00
PO005	POOLE, JASON	07-00	122.25
SC162	SCHLOESSER, JULIE	07-00	30.00
ST162	STANDARD INSURANCE COMPANY	07-00	50.20
SU045	SUPERIOR VISION INSURANCE INC	07-00	60.24
SU049	SUGAR HIGH	07-00	58.50
UN049	UNITED INK	07-00	1,059.00
WA116	WALMART CREDIT CARD	07-00	102.82
			-----
	**TOTAL		15,912.02
07	PLAYGROUND AND RECREATION	GRAND TOTAL	15,912.02

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
1112	WATTS COPY SYSTEM, INC.	12-00	156.65
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	12-00	1,631.63
CD003	SHRED-IT USA LLC	12-00	5.35
ST162	STANDARD INSURANCE COMPANY	12-00	11.50
SU045	SUPERIOR VISION INSURANCE INC	12-00	16.70
TA043	TAPESTRY OF COMMUNITY OFFERINGS	12-00	5,000.00
	**TOTAL		----- 6,821.83
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	6,821.83

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
2595	WISSEHR ELECTRIC, INC.	13-00	172.51
3411	ASPHALT SALES & PRODUCTS, INC.	13-00	900.38
4757	MORTON SALT, INC	13-00	31,867.27
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	65,925.45
FO010	FOURNIE CONTRACTING CO INC	13-00	8,386.50
	**TOTAL		107,252.11
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	107,252.11

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VENDOR #	NAME	DEPT.	AMOUNT
14	FOUNTAIN FUND		
551	ILLINOIS AMERICAN WATER	14-00	242.07
	**TOTAL		242.07
	14 FOUNTAIN FUND	GRAND TOTAL	242.07

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
15	TORT LIABILITY FUND		
BE013	BECKER, HOERNER & YSURSA P.C.	15-00	2,247.00
IL093	ILLINOIS PUBLIC RISK FUND (IPRF)	15-00	235,745.49
KE000	KELSO AUTO BODY, INC.	15-00	5,139.48
	**TOTAL		----- 243,131.97
15	TORT LIABILITY FUND	GRAND TOTAL	243,131.97

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VENDOR #	NAME	DEPT.	AMOUNT
20 CAMPUS FUND			
ME089	MESIROW INSURANCE SERVICES, INC.	20-00	192,564.00
PY001	PYROTECH	20-00	1,616.00
	**TOTAL		194,180.00
	20 CAMPUS FUND	GRAND TOTAL	194,180.00



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VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

21 SEWER OPERATION & MAINTENANCE

SEWER PLANT

\*\*TOTAL SEWER PLANT

-----  
90,448.17

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 114,173.77

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
GO028	GONZALEZ COMPANIES, LLC	24-00	304.85
	**TOTAL		----- 304.85
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	304.85

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS ENVIRONMENTAL PROTECTION	25-00CY	683,208.95
	**TOTAL		----- 683,208.95
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	683,208.95

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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
2102	AMEREN ILLINOIS	30-00	224.98
	**TOTAL		224.98
	30 SPECIAL SERVICE AREA	GRAND TOTAL	224.98

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VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

38 TIF 3 (CITY OF BELLEVILLE)

486	HANK'S EXCAVATING & LANDSCAPING,	38-00	37,278.51
CJ000	C J SCHLOSSER & CO LLC	38-00	11,175.00
DA072	DAHM & SCHELL, INC	38-00	34,591.77
EL001	ELECTRICO, INC.	38-00	7,054.13
GO028	GONZALEZ COMPANIES, LLC	38-00	842.50
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	10,251.52

	**TOTAL		101,193.43
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38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	101,193.43
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
57	TIF 15 (CARLYLE GREENMOUNT)		
UM001	UMB BANK - CORPORATE TRUST	57-00	240,901.47
	**TOTAL		240,901.47
	57 TIF 15 (CARLYLE GREENMOUNT)	GRAND TOTAL	240,901.47

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
58	TIF 16 (ROUTE 15 WEST CORRIDOR)		
BE178	BELLEVILLE CDJR, INC	58-00	56,002.17
	**TOTAL		56,002.17
	58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL		56,002.17

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
75	TIF 17 (EAST MAIN STREET )		
EL001	ELECTRICO, INC.	75-00	6,469.45
	**TOTAL		----- 6,469.45
	75 TIF 17 (EAST MAIN STREET )	GRAND TOTAL	6,469.45
	GRAND TOTAL FOR ALL FUNDS:		2,506,588.13
	TOTAL FOR REGULAR CHECKS:		2,482,561.68
	TOTAL FOR DIRECT PAY VENDORS:		24,026.45

**PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT**

**PAYROLL DATE: October 22, 2021**

01 50	ADMINISTRATION	<u>\$17,150.61</u>
01 51	POLICE	<u>\$265,121.31</u>
01 52	FIRE	<u>\$224,633.67</u>
01 53	STREET	<u>\$46,060.07</u>
01 54	PARKS	<u>\$19,048.53</u>
01 55	CEMETERY	<u>\$6,379.03</u>
01 56	SANITATION	<u>\$35,718.74</u>
01 60	LEGAL	<u>\$7,355.01</u>
01 61	HOUSING DEPARTMENT	<u>\$24,120.88</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$10,007.31</u>
01 82	MAYOR	<u>\$6,343.46</u>
01 83	FINANCE	<u>\$7,110.91</u>
01 84	HUMAN RESOURCE	<u>\$4,692.31</u>
01 85	CLERK	<u>\$8,427.01</u>
01 86	TREASURER	<u>\$3,128.05</u>
01 87	MAINTENANCE	<u>\$15,574.24</u>
01 88	ENGINEER	<u>\$5,801.30</u>
	<b>TOTAL GENERAL FUND</b>	<b><u>\$706,672.44</u></b>
4	LIBRARY	<u>\$34,093.98</u>
7	RECREATION	<u>\$13,030.24</u>
12	G & C ASSISTANCE	<u>\$4,016.60</u>
21 75	SEWER COLLECTIONS	<u>\$7,329.98</u>
21 77	SEWER LINES	<u>\$15,800.16</u>
21 78	SEWER PLANT	<u>\$44,950.57</u>
	<b>TOTAL SEWER DEPARTMENT</b>	<b><u>\$68,080.71</u></b>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$33,454.06</u>
	<b>*****TOTAL PAYROLL</b>	<b><u>\$859,348.03</u></b>

## CITY ATTORNEY REPORT

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**TO:** City Council  
**FROM:** Garrett P. Hoerner, City Attorney  
**DATE:** October 28, 2021

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Pursuant to Section 31.128 of the Revised Code of Ordinances, I write to provide a quarterly report on pending legal matters.

- A. Ordinance Violation Cases.** The City currently has approximately 250 ordinance violation cases pending.
- B. Demolition/Foreclosure/Housing Cases.** The City currently has 24 cases pending involving demolition or foreclosure proceedings, or other housing code/building code violations. The addresses of the subject properties are as follows:

1. *Foreclosures*

26 South 77<sup>th</sup> Street (Brooks)  
201 West Adams Street (Burdell)  
1005 West D Street (Johnson)  
1015 Arthur Street (Peterson)  
15 North 10<sup>th</sup> Street (Schmidt)  
906 North Charles Street (Taylor)

2. *Demolitions*

820 West A Street (Alverson)  
416 Sycamore Street (Bien)  
2006 Madison Street (Brooks)  
820 North 89<sup>th</sup> Street (Diggs)  
700 West C Street (Gallon)  
433 South Church Street (Gianino)  
96 North 98<sup>th</sup> Street (Hall)  
107 East D Street (Johnson)  
611 East McKinley Avenue (Keller)  
10606 West Main Street (Nicholson)  
3532 Lorene Street (Owens)  
213 North 44<sup>th</sup> Street (Payer)  
610 South Douglas Avenue (Plants-N-More)  
134 North Virginia Avenue (Shri Mahalakshmi, LLC)

834 Union Avenue (Teutrine)  
630 West Monroe Street (Trent)  
9515 West Main Street (Yates)

C. **Other Civil Cases.** The City currently has pending the following other civil cases in which I am representing the City:

1. *City of Belleville v. JRG Holdings - Belleville, L.L.C.* On November 14, 2018, the City filed a Complaint for Declaratory Judgment concerning Defendant's Property at 104 North High, Belleville, Illinois (Brede Towers Apartments). Specifically, the City is seeking:

- a binding declaration of the rights of the parties to this case, including but not limited to a declaration that Defendant has willfully allowed the Property to become injurious to the health and dangerous to the lives of the occupants thereof and of the public in violation of Section 92.02 of the City's Revised Code of Ordinances, as well as permitting the existence of a dangerous building in the City and further permitting same to be occupied while it is or remains in a dangerous condition in violation of Section 93.041 of the City's Revised Code of Ordinances, thereby empowering Plaintiff to immediately revoke all current occupancy permits on the Property pursuant to Section 154.22 of the City's Revised Code of Ordinances and cause the immediate vacation of the residents of such Property;
- a permanent injunction requiring Defendants to immediately put the Property in good safe and sanitary condition in compliance with applicable codes and ordinances relating to sanitation, health, and housing, including but not limited to correcting the aforementioned violations/deficiencies related to the City electrical, mechanical, plumbing and fires safety codes, at Defendant's sole cost and expense.

The parties are engaged in resolution discussions.

2. *City of Belleville v. Manhar Bhakta.* On October 16, 2020, the City filed a Complaint for Declaratory Judgment concerning Defendant's Property at 1234 Centreville Avenue, Belleville, Illinois (former Executive Inn). Specifically, the City is seeking:

- a binding declaration of the rights of the parties to this case, including but not limited to a declaration that Defendant has willfully allowed the Property to become injurious to the health and dangerous to the lives of the occupants thereof and of the public in violation of Section 92.02 of the City's Revised Code of Ordinances;
- permanent injunction requiring Defendants to immediately put the Property in good safe and sanitary condition in compliance with applicable codes and ordinances relating to sanitation, health, and housing, including but not

limited to correcting the violations/deficiencies on the Property noted in the reports attached hereto as Exhibit A in compliance with the City's Revised Code of Ordinances, at Defendant's sole cost and expense.

On October 29, 2020, the Court entered an Order providing that "Defendant shall completely secure the subject Property with metal fencing (so as to prevent access to the Property)" and further that "Defendant shall submit a demolition plan to the Court." The City Police Department has confirmed that the security fencing has been installed, and we await Defendant's demolition plan. The matter is now set for hearing on the City's Motion for Default Judgment and Petition for Rule to Show Cause for Indirect Civil Contempt on December 2, 2021.

3. City of Belleville v. Bobby Winters and Renee Rice. On October 19, 2020, the City filed a Complaint for Declaratory Judgment concerning Defendant's Property at 830 Centreville Avenue, Belleville, Illinois (Monkey Tree Service). Specifically, the City is seeking:

- a binding declaration of the rights of the parties to this case, including but not limited to a declaration that Defendants' collection and storage of tree limbs, branches, trunks and stumps on the Property from at least September 13, 2019 to present constitutes a prohibited nuisance under Chapter 93 of the City's Revised Code of Ordinances;
- a permanent injunction requiring Defendants to immediately remove the tree limbs, branches, trunks, stumps and other debris on the Property from at least September 13, 2019 to present as abatement of the prohibited nuisance under Chapter 93 of the City's Revised Code of Ordinances, at Defendants' sole cost and expense;
- assess a daily fine against Defendants under Section 93.999 of the City's Revised Code of Ordinances from at least September 13, 2019 to present for Defendants' ongoing violation of Chapter 93 of the City's Revised Code of Ordinances;
- a binding declaration of the rights of the parties to this case, including but not limited to a declaration that Defendants' operation of Monkey Tree Service on the Property from at least September 13, 2019 to present without a business occupancy permit violates of Section 110.25 of the City's Revised Code of Ordinances;
- a permanent injunction requiring Defendants to immediately cease the operation of Monkey Tree Service on the Property in violation of Chapter 110 of the City's Revised Code of Ordinances;
- assess a daily fine against Defendants under Section 110.999 of the City's Revised Code of Ordinances from at least September 13, 2019 to present

for Defendants' ongoing violation of Chapter 110 of the City's Revised Code of Ordinances;

- a binding declaration of the rights of the parties to this case, including but not limited to a declaration that Defendants have Defendants operation of Monkey Tree Service on the Property is a non-permitted use in violation of Section 162.093 of the City's Revised Code of Ordinances;
- a permanent injunction requiring Defendants to immediately cease the operation of Monkey Tree Service on the Property in violation of Chapter 162 of the City's Revised Code of Ordinances;
- assess a daily fine against Defendants under Section 162.999 of the City's Revised Code of Ordinances from at least September 13, 2019 to present for Defendants' ongoing violation of Chapter 162 of the City's Revised Code of Ordinances.

On October 30, 2020, the Court entered an Order granting judgment in the City's favor and ordering the foregoing relief. Because Defendants have failed to comply with such Order, I filed a Petition for Rule to Show Cause for Indirect Civil Contempt, and the Court granted same. The matter is now set for review/hearing before the Court on October 28, 2021.

4. *Belleville Professional Firefighters, IAFF Local 53 v. City of Belleville.* On August 7, 2019, Belleville Professional Firefighters, IAFF Local 53 filed a Complaint for declaratory judgment seeking to invalidate the City's ordinance providing procedures related to the Illinois Public Safety Employee Benefits Act (Sections 33.101 through 33.106 of the City's Revised Code of Ordinances. On City's behalf, I filed a Motion to Dismiss which the Court partially granted and partially denied. Therefore, the matter remains pending.
5. *Michael Hagberg v. City of Belleville.* On January 30, 2020, Plaintiff filed a so-called "Motion for Writ of Mandamus", purportedly seeking *mandamus* relief concerning various expenditures from tax increment financing districts within the City of Belleville over several years. On City's behalf, I filed a Motion to Dismiss, which the Court granted with leave for Plaintiff to file an Amended Complaint. Thereafter, the Court likewise granted my Motion to Dismiss Plaintiff's Amended Complaint with leave for Plaintiff to file a Second Amended Complaint.
6. *Sonomacap Re Fund II, LLC v. City of Belleville.* On April 1, 2021, Plaintiff filed its Complaint for breach of contract, alleging that the City violated the Redevelopment Agreement for the Marketplace Redevelopment Project (6401 West Main Street). On City's behalf, I filed a Motion to Dismiss which remains pending.

There are other lawsuits being handled through the City's insurance company.

**D. Other Miscellaneous Cases.** In addition to the above cases, there are a number of cases where the City is named as a Defendant in mortgage foreclosure lawsuits. The City is named as a Defendant because of municipal liens. These liens are typically extinguished in the foreclosure action. It is doubtful if the City will collect any of the amounts liened from these cases. There are also a number of cases where the City has filed proof of claims in Bankruptcy Court. These proof of claims are normally for sewer or trash charges and, in most cases, the City is unable to collect on any of these.

GENERAL FUND

01

CASH

CASH IN BANK	\$ 4,148,154.08
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19
CASH IN BANK-EPAY	0.00
CASH IN BANK-IKE GRANT/WAGNER	0.00
PETTY CASH	1,425.00
PETTY CASH - HOUSING	400.00
PETTY CASH - 512W MAIN	50.00
PARKWAY NORTH DIST CASH	54,199.77
HISTORICAL PRESERVATION-SAVINGS	3,148.14
INVESTMENTS	13,272.08
INVESTMENTS - BANK OF BELLEVILLE	97.06
INVESTMENTS - MONEY MARKET	1,498,664.59
INVESTMENTS - ASSOCIATED MM	100,298.37
INVESTMENTS - BK OF BELL CD	463.63
INVESTMENTS - BK OF BELL CD20	<u>602,414.14</u>
	\$ 6,448,702.05

CASH BALANCE, SEPTEMBER 1, 2021

\$ 6,448,702.05

RECEIPTS

UTILITY TAX	\$ 288,613.21
HOTEL/MOTEL TAX	9,717.27
LIQUOR LICENSE	1,540.00
BUSINESS LICENSE	2,705.00
FRANCHISE FEES	26,775.00
LIQUOR APPLICATION FEE	1,500.00
BUILDING & SIGN PERMITS	11,290.31
ELECTRICAL PERMITS	1,430.00
ELECTRICAL LICENSE FEE	200.00
PLUMBING PERMITS	1,526.00
HVAC PERMITS	75.00
OCCUPANCY PERMITS	9,405.00
BUSINESS OCCUPANCY PERMITS	500.00
HOUSING INSPECTION FEES	10,290.00
CRIME FREE HOUSING	17,910.00
FIRE INSPECTION FEES	2,400.00
EXCAVATION PERMITS	1,640.00
PARKING PERMITS	351.00
STATE INCOME TAX	349,329.22
MISC GRANTS	15,403.97-
SALES TAX	682,904.49
LEASED CAR TAX	62.98
TELECOMMUNICATIONS TAX	46,592.08
SPECIAL BUSINESS DIST SALES TAX	4,491.86
PARKWAY NORTH BUS DIST SALE TAX	4,187.27
LOCAL USE TAX	140,950.48
LOCAL SHARE CANNABIS USE TAX	5,532.36
HOME RULE SALES TAX	254,077.86
GAMING FEES	40,695.75
COURT FINES	3,221.97
POLICE DEPT VEHICLE DIST.	31.95
DUI ENFORCEMENT DISTRIBUTION	1,070.58
VEHICLE TOW RELEASE FEES	4,050.00
S.O. REGISTRATION FEES	200.00
METER COLLECTIONS	180.47

GENERAL FUND

01

TRASH DISPOSAL CHARGES	271,535.28
TRASH TOTES	1,050.00
CEMETERY INCOME - BURIALS	1,975.00
CEMETERY INCOME-SALE LOTS/GRAVES	100.00
CEMETERY FOUNDATIONS & VASES	2,521.00
CEMETERY INCOME-TRSF INTERMENT R	25.00
LIEN FEES	198.00
DISPATCH FEES	28,843.15
GARAGE PARKING	72.00
WEED CUTTING SERVICES	1,371.85
OTHER SALES & SERVICES	915.00
INTEREST INCOME	1,422.19
RENTAL INCOME	350.00
LEASE'S-SPRINT TOWER	939.84
LEASE'S-OTHER	1,140.23
DONATIONS-HISTORIC PRESERVATION	0.18
REIMB. POLICE DEPARTMENT	37.71-
REIMB. FIRE DEPARTMENT	2,898.99
REIMB. PARKS DEPARTMENT	226.29
EPAYABLE PROCESSING INCOME	1,072.33
MISCELLANEOUS INCOME	153.86
PROCEEDS-FIXED ASSET SALES	9,864.00
	<u>\$ 2,236,679.62</u>

<u>TOTAL RECEIPTS</u>	\$ 2,236,679.62
<u>TOTAL CASH AVAILABLE</u>	\$ 8,685,381.67

DISBURSEMENTS

ADMINISTRATION

SALARIES - REGULAR	\$ 31,974.94
SALARIES - PART TIME	2,216.55
HOSPITAL INSURANCE	1,816.30
RETIREEES HEALTH INSURANCE	21,100.56
MAINTENANCE & SERVICE - EQUIP.	1,265.00
OTHER PROFESSIONAL SERVICES	3,521.25
POSTAGE	10,000.00
TELEPHONE	6,588.53
UTILITIES	47,886.88
STREET LIGHTING	982.60
FEES & PERMITS	56.50
RENTALS	964.53
OPERATING SUPPLIES	45.51-
INTEREST PKWY NORTH NOTES	10,944.83
LAND	2,385.00

POLICE DEPARTMENT

POLICE SALARIES-REGULAR	462,190.17
SALARIES - PART-TIME	2,279.19
SALARIES - OVERTIME	51,997.16
PAGER PAY	200.00
HOSPITAL INSURANCE	69,067.97
MAINTENANCE SERVICE - EQUIPMENT	3,030.32
MAINTENANCE SERVICE - VEHICLES	13,755.62
OTHER PROFESSIONAL SERVICES	890.00
TELEPHONE	2,452.29

GENERAL FUND

01

DUES	250.00
TRAINING	3,705.80
TUITION REIMBURSEMENT	1,548.35
PUBLICATIONS	191.99
RENTALS	4,473.98
OFFICE SUPPLIES	1,726.38
OPERATING SUPPLIES	4,465.84
RANGE SUPPLIES	12,388.08
AUTOMOTIVE FUEL/OIL	6,762.36
EQUIPMENT	2,341.86
METER DIVISION	721.76

FIRE DEPARTMENT

SALARIES - REGULAR	392,665.85
SALARIES - OVERTIME	71,466.60
HOSPITAL INSURANCE	54,121.01
MAINTENANCE SERVICE - EQUIPMENT	85.50
MAINTENANCE SERVICE - VEHICLES	5,882.22
OTHER PROFESSIONAL SERVICES	1,111.43
TELEPHONE	1,205.46
TRAVEL EXPENSE	726.21
TRAINING EXPENSE	3,849.79
TUITION REIMBURSEMENT	6,905.50
RENTALS	249.52
MAINT/SUPPLIES EQUIPMENT	171.24
MAINTENANCE SUPPLIES - VEHICLE	208.74
OFFICE SUPPLIES	208.17
OPERATING SUPPLIES	750.87
JANITORIAL SUPPLIES	1,514.47
AUTOMOTIVE FUEL/OIL	6,221.94
EQUIPMENT	2,219.63
CANINE EXPENSE	54.17

STREETS

SALARIES - REGULAR	78,786.96
SALARIES - PART TIME	4,296.00
SALARIES - OVERTIME	10,496.01
HEALTH INSURANCE	16,390.18
MAINTENANCE SERVICE - EQUIPMENT	6,203.80
MAINTENANCE SERVICE - VEHICLES	2,309.11
MAINTENANCE SERVICE - STREETS	500.00
MAINTENANCE SERVICE - GROUNDS	4,800.00
OTHER PROFESSIONAL SERVICES	311.26
TELEPHONE	196.74
RENTALS	175.57
MAINTENANCE SUPPLIES- EQUIPMENT	4,246.72
MAINTENANCE SUPPLIES - VEHICLES	733.13
MAINTENANCE SUPPLIES - STREETS	919.89
MAINTENANCE SUPPLIES-TRAFFIC CON	895.50
OFFICE SUPPLIES	99.00
OPERATING SUPPLIES	1,710.15
AUTOMOTIVE FUEL/OIL	3,750.13

PARKS DEPARTMENT

SALARIES - REGULAR	31,438.96
SALARIES - PART TIME	5,187.88
SALARIES - OVERTIME	1,537.46

GENERAL FUND

01

HOSPITAL INSURANCE 7,618.33  
MAINTENANCE SERVICE - BUILDING 4,114.90  
TELEPHONE 1,838.15  
UTILITIES 8,741.70  
RENTALS 1,700.41  
MAINT/SUPPLIES EQUIPMENT 673.42  
MAINT/SUPPLIES VEHICLES 300.54  
MAINTENANCE SUPPLIES - GROUNDS 1,966.96  
MAINTENANCE SUPPLIES - OTHER 904.37  
OFFICE SUPPLIES 65.96  
OPERATING SUPPLIES 932.23  
SMALL TOOLS 388.99  
AUTOMOTIVE FUEL/OIL 2,162.57

CEMETERY DEPARTMENT

SALARIES - REGULAR 11,955.20  
SALARIES - OVERTIME 2,075.54  
HOSPITAL INSURANCE 1,392.45  
OTHER PROFESSIONAL SERVICES 120.25  
TELEPHONE 78.26  
MAINTENANCE SUPPLIES - EQUIPMENT 193.29  
MAINTENANCE SUPPLIES - GROUNDS 832.13  
OPERATING SUPPLIES 375.70  
AUTOMOTIVE FUEL/OIL 3,772.64

HEALTH & SANITATION

SALARIES - REGULAR 65,338.84  
SALARIES - OVERTIME 5,816.16  
HOSPITAL INSURANCE 15,992.66  
MAINTENANCE SERVICE - VEHICLES 18,477.74  
OTHER PROFESSIONAL SERVICES 18,955.75  
TELEPHONE 238.59  
LANDFILL FEES 60,070.35  
FEES & PERMITS 709.00  
MAINTENANCE SUPPLIES - VEHICLE 4,321.83  
OFFICE SUPPLIES 65.95  
OPERATING SUPPLIES 1,530.62  
AUTOMOTIVE FUEL/OIL 6,988.62  
PRINCIPAL 72,103.32  
INTEREST 1,904.04  
EQUIPMENT 10,583.90

POLICE & FIRE COMM.  
LEGAL DEPARTMENT

SALARIES - REGULAR 14,710.02  
HOSPITAL INSURANCE 5.75

RCDS - BUILDING & ZONING DIVISIO

SALARIES - REGULAR 48,923.18  
SALARIES - PART TIME 3,148.20  
HOSPITAL INSURANCE 8,646.51  
MAINTENANCE SERVICE - VEHICLES 353.21  
TELEPHONE 727.25  
PRINTING 833.68  
RENTAL 411.43  
OFFICE SUPPLIES 293.13  
OPERATING SUPPLIES 64.95

GENERAL FUND

01

AUTOMOTIVE FUEL/OIL	529.21
EQUIPMENT	179.09
RCDS - ECONOMIC DEVELOPMENT & PL	
SALARIES - REGULAR	13,793.03
HOSPITAL INSURANCE	1,809.55
PUBLISHING	216.08
RENTAL	322.99
OFFICE SUPPLIES	86.24
MAYOR	
SALARIES - REGULAR	11,482.92
SALARIES -PART TIME	1,848.00
HOSPITAL INSURANCE	471.21
TELEPHONE	134.24
TRAVEL EXPENSE	310.00
TRAINING	310.00
OFFICE SUPPLIES	157.93
FINANCE	
SALARIES - REGULAR	14,221.82
HOSPITAL INSURANCE	1,456.89
HUMAN RESOURCES/COMMUNITY DEV	
SALARIES - REGULAR	9,746.16
HOSPITAL INSURANCE	2,718.48
MEDICAL SERVICE	567.00
TELEPHONE	32.25
RENTALS	111.05
CLERKS	
SALARIES - REGULAR	16,854.02
HOSPITAL INSURANCE	1,809.60
TREASURER	
SALARIES - REGULAR	6,256.10
HOSPITAL INSURANCE	1,876.57
MAINTENANCE	
SALARIES - REGULAR	30,676.38
SALARIES - OVER TIME	1,335.19
PAGER PAY	687.69
HOSPITAL INSURANCE	7,026.47
MAINTENANCE SERVICE - BUILDING	10,832.57
MAINTENANCE SERVICE - POLICE	7,224.51
MAINTENANCE SERVICE - FIRE	361.15
MAINTENANCE SERVICE - LIBRARY	206.01
MAINTENANCE SERVICE - PARKS/REC	275.31
MAINTENANCE SERVICE - EQUIPMENT	266.63
MAINTENANCE SERVICE - VEHICLES	476.38
TELEPHONE	303.12
RENTAL	22.65
OFFICE SUPPLIES	71.98
JANITORIAL SUPPLIES	303.70
AUTOMOTIVE FUEL/OIL	149.03
ENGINEERING	

GENERAL FUND

01

SALARIES - REGULAR	14,974.44	
SALARIES - OVER TIME	202.13	
HOSPITAL INSURANCE	1,234.59	
ENGINEERING SERVICE	2,100.00	
TELEPHONE	47.25	
RENTALS	385.15	
OFFICE SUPPLIES	59.15	
OPERATING SUPPLIES	<u>142.21</u>	
	\$ 2,090,782.64	
<u>TOTAL DISBURSEMENTS</u>		\$ 2,090,782.64

CASH

CASH IN BANK	\$ 4,294,044.35	
CASH IN BANK-CONTINENTAL MAGNA	0.00	
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19	
CASH IN BANK-EPAY	0.00	
CASH IN BANK-IKE GRANT/WAGNER	0.00	
PETTY CASH	1,425.00	
PETTY CASH - HOUSING	400.00	
PETTY CASH - 512W MAIN	50.00	
PARKWAY NORTH DIST CASH	54,199.77	
HISTORICAL PRESERVATION-SAVINGS	3,148.32	
INVESTMENTS	12,122.85	
INVESTMENTS - BANK OF BELLEVILLE	97.09	
INVESTMENTS - MONEY MARKET	1,498,902.48	
INVESTMENTS - ASSOCIATED MM	100,306.61	
INVESTMENTS - BK OF BELL CD	464.19	
INVESTMENTS - BK OF BELL CD20	<u>603,323.18</u>	
	\$ 6,594,599.03	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>		\$ 6,594,599.03

PARKS PROJECT FUND

02

CASH

CASH IN BANK	\$	14,706.21	
CASH IN BANK-OPEN SPACES ACCT.		6,844.76	
PETTY CASH		0.00	
INVESTMENTS		921.76	
INVESTMENTS - BANK OF BELLEVILLE		0.00	
INVESTMENTS - MONEY MARKET		5,090.74	
INVESTMENTS - BK OF BELL CD		19,087.80	
INVESTMENTS - DIETERICH 21 CD		16,493.38	
INVESTMENTS - REGIONS CD		0.00	
INVESTMENTS - DIETERICH CD		<u>16,905.50</u>	
	\$	80,050.15	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$		\$ 80,050.15

RECEIPTS

REVENUE

PARKS GRANT	\$	700.00-	
INTEREST INCOME		0.65	
INTEREST INCOME-OPEN SPACES ACCT		24.36	
DONATIONS		<u>700.00</u>	
	\$	25.01	
<u>TOTAL RECEIPTS</u>	\$		<u>25.01</u>
<u>TOTAL CASH AVAILABLE</u>	\$		<u>80,075.16</u>

DISBURSEMENTS

EXPENSES

OTHER IMPROVEMENTS	\$	<u>5,000.00</u>	
	\$	5,000.00	
<u>TOTAL DISBURSEMENTS</u>	\$		\$ 5,000.00

CASH

CASH IN BANK	\$	9,706.86	
CASH IN BANK-OPEN SPACES ACCT.		6,925.02	
PETTY CASH		0.00	
INVESTMENTS		841.94	
INVESTMENTS - BANK OF BELLEVILLE		0.00	
INVESTMENTS - MONEY MARKET		5,091.55	
INVESTMENTS - BK OF BELL CD		19,110.91	
INVESTMENTS - DIETERICH 21 CD		16,493.38	
INVESTMENTS - REGIONS CD		0.00	
INVESTMENTS - DIETERICH CD		<u>16,905.50</u>	
	\$	75,075.16	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$		<u>75,075.16</u>

INSURANCE FUND

03

<u>CASH</u>			
CASH IN BANK	\$	<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>	\$	<u>0.00</u>	
<u>TOTAL CASH AVAILABLE</u>	\$	<u>0.00</u>	
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>	\$	<u>0.00</u>	
<u>CASH</u>			
CASH IN BANK	\$	<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

LIBRARY

04

CASH

CASH IN BANK	\$ 256,498.04	
CASH IN BANK-RESERVE ACCOUNT	23,584.30	
CASH IN BANK - BRIDGING THE GAP	0.00	
CASH IN BANK - LIBRARY CONST	0.00	
CASH IN BANK - IPTIP	0.00	
PETTY CASH	700.00	
KATHLEEN PAYNE SAVINGS ACCT.	0.00	
WALKING TOUR GUIDE SAVINGS ACCT.	0.00	
BOOK SALE SAVINGS ACCT.	0.00	
FILM PROJECTOR SAVINGS ACCT.	0.00	
INVESTMENTS	4,916.06	
INVESTMENTS - BANK OF BELLEVILLE	0.00	
INVESTMENTS - MONEY MARKET	577,404.39	
INVESTMENTS - BK OF BELL CD19	24,682.44	
INVESTMENTS - DIETERICH 21 CD	24,740.08	
INVESTMENTS - REGIONS CD	0.00	
INVESTMENTS - DIETERICH CD	25,358.26	
	<u>\$ 937,883.57</u>	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>		\$ 937,883.57

RECEIPTS

REVENUE

CURRENT YEAR TAX LEVY	\$ 262,878.50	
DCEO GRANT - COVID	4,700.00	
LIBRARY GRANT	75,605.05	
BOOK FINES	43.55	
BOOK SALE	34.92	
NON-RESIDENT LIBRARY CARDS	1,139.00	
OTHER SALES & SERVICES	332.75	
PASSPORT SERVICES	665.00	
INTEREST INCOME	105.70	
INTEREST INCOME-RESERVE ACCOUNT	43.11	
REIMBURSEMENTS	1,260.00	
MISCELLANEOUS INCOME	215.44	
	<u>\$ 347,023.02</u>	
<u>TOTAL RECEIPTS</u>		\$ <u>347,023.02</u>
<u>TOTAL CASH AVAILABLE</u>		\$ 1,284,906.59

DISBURSEMENTS

EXPENSES

SALARIES - REGULAR	\$ 54,515.58
SALARIES - PART TIME	10,542.34
HOSPITAL INSURANCE	11,787.55
RETIREEES HEALTH INSURANCE	140.02
SOCIAL SECURITY EXP	4,976.93
I.M.R.F.	6,801.50
MAINTENANCE SERVICE - BUILDING	6,502.65
DATA PROCESSING SERVICE	198.78
POSTAGE	174.90
TELEPHONE	5,479.58
DUES	363.47

LIBRARY

04

UTILITIES	2,995.39
OPERATING SUPPLIES	358.57
EQUIPMENT	1,775.00
BOOKS	14,606.88
SUMMER READING CLUB EXP	<u>30.00</u>
	\$ 121,249.14

TOTAL DISBURSEMENTS \$ 121,249.14

CASH

CASH IN BANK	\$ 482,362.14
CASH IN BANK-RESERVE ACCOUNT	23,798.23
CASH IN BANK - BRIDGING THE GAP	0.00
CASH IN BANK - LIBRARY CONST	0.00
CASH IN BANK - IPTIP	0.00
PETTY CASH	700.00
KATHLEEN PAYNE SAVINGS ACCT.	0.00
WALKING TOUR GUIDE SAVINGS ACCT.	0.00
BOOK SALE SAVINGS ACCT.	0.00
FILM PROJECTOR SAVINGS ACCT.	0.00
INVESTMENTS	4,490.38
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	577,496.04
INVESTMENTS - BK OF BELL CD19	24,712.32
INVESTMENTS - DIETERICH 21 CD	24,740.08
INVESTMENTS - REGIONS CD	0.00
INVESTMENTS - DIETERICH CD	<u>25,358.26</u>
	\$ 1,163,657.45

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 1,163,657.45

PAYROLL ACCOUNT 06

<u>CASH</u>			
CASH IN BANK	\$	<u>110.60</u>	
	\$	110.60	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 110.60
<u>RECEIPTS</u>			
INTEREST INCOME	\$	<u>0.26-</u>	
	\$	0.26-	
<u>TOTAL RECEIPTS</u>			\$ <u>0.26-</u>
<u>TOTAL CASH AVAILABLE</u>			\$ 110.34
<u>DISBURSEMENTS</u>			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	<u>110.34</u>	
	\$	110.34	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>110.34</u>

PLAYGROUND AND RECREATION 07

<u>CASH</u>		
CASH IN BANK	\$	130,093.05
CASH IN BANK - IPTIP		0.00
PETTY CASH		500.00
INVESTMENTS		8,662.72
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		507,658.82
INVESTMENTS - BK OF BELL CD19		358,068.64
INVESTMENTS - DIETERICH 21 CD		247,400.91
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>271,544.68</u>
	\$	1,523,928.82
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$	1,523,928.82

<u>RECEIPTS</u>		
REVENUE		
CURRENT YEAR TAX LEVY	\$	79,063.87
OTHER SALES & SERVICES		21,788.89
INTEREST INCOME		524.26
RENTAL INCOME		2,795.00
DONATIONS		<u>2,492.75</u>
	\$	106,664.77
<u>TOTAL RECEIPTS</u>	\$	<u>106,664.77</u>
<u>TOTAL CASH AVAILABLE</u>	\$	1,630,593.59

<u>DISBURSEMENTS</u>		
EXPENSES		
SALARIES - REGULAR	\$	19,363.78
SALARIES - PART TIME		2,069.57
HOSPITAL INSURANCE		2,202.67
RETIREES HEALTH INSURANCE		9.30
SOCIAL SECURITY EXP		1,639.65
I.M.R.F.		2,035.11
OTHER PROFESSIONAL SERVICES		4,766.83
TELEPHONE		479.98
PRINTING		55.00
UTILITIES		1,863.16
FEES & PERMITS		794.40
RENTAL		292.62
OFFICE SUPPLIES		699.49
OPERATING SUPPLIES		2,676.59
EQUIPMENT		<u>2,088.00</u>
	\$	41,036.15
<u>TOTAL DISBURSEMENTS</u>	\$	41,036.15

<u>CASH</u>		
CASH IN BANK	\$	195,957.71
CASH IN BANK - IPTIP		0.00
PETTY CASH		500.00
INVESTMENTS		7,912.61
INVESTMENTS - BANK OF BELLEVILLE		0.00

PLAYGROUND AND RECREATION 07

INVESTMENTS - MONEY MARKET	507,739.40
INVESTMENTS - BK OF BELL CD19	358,502.13
INVESTMENTS - DIETERICH 21 CD	247,400.91
INVESTMENTS - REGIONS CD	0.00
INVESTMENTS - DIETERICH CD	<u>271,544.68</u>
	\$ 1,589,557.44

CASH ON DEPOSIT, SEPTEMBER 30, 2021

\$ 1,589,557.44

TIF 1 (NW SQUARE)

09

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

TIF 2 (NE SQUARE)

10

CASH

CASH IN BANK	\$	0.00
INVESTMENTS		0.00
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - RELIANCE BANK		<u>0.00</u>
	\$	0.00

CASH BALANCE, SEPTEMBER 1, 2021 \$ 0.00

RECEIPTS

REVENUE

\$ 0.00

TOTAL RECEIPTS \$ 0.00

TOTAL CASH AVAILABLE \$ 0.00

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$	0.00
INVESTMENTS		0.00
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - RELIANCE BANK		<u>0.00</u>
	\$	0.00

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 0.00

RETIREMENT FUND

11

CASH

CASH IN BANK	\$ 315,400.89
CASH IN BANK-IPTIP	0.00
INVESTMENTS	0.00
INVESTMENTS - MONEY MARKET	252,397.41
INVESTMENTS - BK OF BELL CD20	<u>200,804.71</u>
	\$ 768,603.01

CASH BALANCE, SEPTEMBER 1, 2021 \$ 768,603.01

RECEIPTS

REVENUE

CURRENT YEAR TAX LEVY - IMRF	\$ 154,641.35
CURRENT YEAR TAX LEVY - SS	135,511.04
INTEREST INCOME	<u>370.17</u>
	\$ 290,522.56

TOTAL RECEIPTS \$ 290,522.56

TOTAL CASH AVAILABLE \$ 1,059,125.57

DISBURSEMENTS

EXPENSES

SOCIAL SECURITY	\$ 49,652.24
I.M.R.F.	<u>53,529.56</u>
	\$ 103,181.80

TOTAL DISBURSEMENTS \$ 103,181.80

CASH

CASH IN BANK	\$ 502,398.58
CASH IN BANK-IPTIP	0.00
INVESTMENTS	0.00
INVESTMENTS - MONEY MARKET	252,437.47
INVESTMENTS - BK OF BELL CD20	<u>201,107.72</u>
	\$ 955,943.77

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 955,943.77

GENERAL & COMMUNITY ASSISTANCE 12

<u>CASH</u>		
CASH IN BANK-GENERAL	\$	188,065.54
CASH IN BANK-ASSISTANCE		418,885.35
CASH IN BANK-RETIREMENT		0.00
INVESTMENTS		0.00
INVESTMENTS - MONEY MARKET		<u>309,706.95</u>
	\$	916,657.84
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$	916,657.84

<u>RECEIPTS</u>		
REVENUE		
CURRENT YEAR TAX LEVY-GENERAL	\$	27,985.92
CURRENT YEAR TAX LEVY-ASSISTANCE		26,386.92
INTEREST INCOME		<u>85.96</u>
	\$	54,458.80
<u>TOTAL RECEIPTS</u>	\$	<u>54,458.80</u>
<u>TOTAL CASH AVAILABLE</u>	\$	<u>971,116.64</u>

<u>DISBURSEMENTS</u>		
EXPENSES		
SALARIES - REGULAR	\$	7,501.79
INSURANCE		1,272.23
SOCIAL SECURITY EXPENSE		573.89
IMRF		754.72
TELEPHONE		61.66
TRAINING		100.00
RENTAL		85.68
OFFICE SUPPLIES		436.94
COMMUNITY ASSISTANCE		270.00
GENERAL ASSISTANCE		<u>4,698.56</u>
	\$	15,755.47
<u>TOTAL DISBURSEMENTS</u>	\$	15,755.47

<u>OTHER FINANCING SOURCES &amp; USES</u>		
PREPAID GIFT CARDS	\$	<u>1,816.33-</u>
	\$	1,816.33-
<u>TOTAL OTHER FIN. SOURCES &amp; USES</u>	\$	1,816.33-

<u>CASH</u>		
CASH IN BANK-GENERAL	\$	212,987.41
CASH IN BANK-ASSISTANCE		430,801.32
CASH IN BANK-RETIREMENT		0.00
INVESTMENTS		0.00
INVESTMENTS - MONEY MARKET		<u>309,756.11</u>
	\$	953,544.84
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$	<u>953,544.84</u>

PERIOD: SEP 2021  
SYS DATE 102721 [GCT]

CITY OF BELLEVILLE  
TREASURER'S REPORT

SYS TIME 10:57

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GENERAL & COMMUNITY ASSISTANCE 12

MOTOR FUEL TAX FUND

13

CASH

CASH IN BANK	\$ 1,678,097.64
INVESTMENTS	1,229.01
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	1,804,480.20
INVESTMENTS - BK OF BELL CD20	<u>602,414.14</u>
	\$ 4,086,220.99

CASH BALANCE, SEPTEMBER 1, 2021 \$ 4,086,220.99

RECEIPTS

REVENUE

MOTOR FUEL TAX	\$ 160,485.38
SIDEWALK REPLACEMENT	431.25
INTEREST INCOME	<u>1,295.58</u>
	\$ 162,212.21

TOTAL RECEIPTS \$ 162,212.21

TOTAL CASH AVAILABLE \$ 4,248,433.20

DISBURSEMENTS

EXPENSES

ENGINEERING	\$ 9,457.31
MAINTENANCE SUPPLIES - STREETS	85,073.68
MAINTENANCE SUPPLIES - TRAF CONT	2,650.69
OTHER IMPROVEMENTS	<u>19,467.00</u>
	\$ 116,648.68

TOTAL DISBURSEMENTS \$ 116,648.68

CASH

CASH IN BANK	\$ 1,722,572.12
INVESTMENTS	1,122.59
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	1,804,766.63
INVESTMENTS - BK OF BELL CD20	<u>603,323.18</u>
	\$ 4,131,784.52

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 4,131,784.52

FOUNTAIN FUND

14

<u>CASH</u>			
CASH IN BANK	\$	6,070.87	
INVESTMENTS		<u>0.00</u>	
	\$	6,070.87	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$		6,070.87
<u>RECEIPTS</u>			
REVENUE			
INTEREST INCOME	\$	<u>0.32</u>	
	\$	0.32	
<u>TOTAL RECEIPTS</u>	\$		<u>0.32</u>
<u>TOTAL CASH AVAILABLE</u>	\$		<u>6,071.19</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
UTILITIES	\$	<u>501.75</u>	
	\$	501.75	
<u>TOTAL DISBURSEMENTS</u>	\$		501.75
<u>CASH</u>			
CASH IN BANK	\$	5,569.44	
INVESTMENTS		<u>0.00</u>	
	\$	5,569.44	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$		<u>5,569.44</u>

TORT LIABILITY FUND 15

<u>CASH</u>	
CASH IN BANK	\$ 138,450.13
CASH IN BANK-CLAIMS ONE	932.45
CASH IN BANK - UST RESERVE	21,008.61
INVESTMENTS	0.00
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	<u>612,452.36</u>
	\$ 772,843.55
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$ 772,843.55
<u>RECEIPTS</u>	
REVENUE	
CURRENT YEAR TAX LEVY	\$ 158,033.13
INTEREST INCOME	112.77
REIMBURSEMENTS	<u>7,508.68</u>
	\$ 165,654.58
<u>TOTAL RECEIPTS</u>	\$ <u>165,654.58</u>
<u>TOTAL CASH AVAILABLE</u>	\$ 938,498.13
<u>DISBURSEMENTS</u>	
EXPENSES	
RISK MANAGEMENT	\$ <u>28,256.38</u>
	\$ 28,256.38
<u>TOTAL DISBURSEMENTS</u>	\$ 28,256.38
<u>CASH</u>	
CASH IN BANK	\$ 275,749.66
CASH IN BANK-CLAIMS ONE	932.69
CASH IN BANK - UST RESERVE	21,009.82
INVESTMENTS	0.00
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	<u>612,549.58</u>
	\$ 910,241.75
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$ <u>910,241.75</u>

SWIMMING POOL FUND

16

<u>CASH</u>			
CASH IN BANK	\$	0.00	
PETTY CASH		0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
PETTY CASH		0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

WALNUT HILL FUTURE CARE FUND 18

CASH  
CASH IN BANK \$ 4,759.40  
INVESTMENTS 203,945.55  
\$ 208,704.95  
CASH BALANCE, SEPTEMBER 1, 2021 \$ 208,704.95

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 308.88  
UNREALIZED GAIN (LOSSES) INVEST 460.82-  
\$ 151.94-  
TOTAL RECEIPTS \$ 151.94-  
TOTAL CASH AVAILABLE \$ 208,553.01

DISBURSEMENTS  
EXPENSES  
\$ 0.00  
TOTAL DISBURSEMENTS \$ 0.00

CASH  
CASH IN BANK \$ 4,759.67  
INVESTMENTS 203,793.34  
\$ 208,553.01  
CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 208,553.01

ARPA FUND

19

CASH

CASH IN BANK	\$ 2,896,368.74
INVESTMENTS	0.00
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	5,000,625.26
INVESTMENTS - BK OF BELL CD19	0.00
INVESTMENTS - FCB BK 2YR CD	0.00
INVESTMENTS - BK OF BELL CD20	0.00
INVESTMENTS - DIETERICH CD	0.00
	<u>0.00</u>
	\$ 7,896,994.00

CASH BALANCE, SEPTEMBER 1, 2021 \$ 7,896,994.00

RECEIPTS

REVENUE

INTEREST INCOME	\$ <u>1,118.59</u>
	\$ 1,118.59

TOTAL RECEIPTS \$ 1,118.59

TOTAL CASH AVAILABLE \$ 7,898,112.59

DISBURSEMENTS

EXPENSES

TOTAL DISBURSEMENTS \$ 0.00 \$ 0.00

CASH

CASH IN BANK	\$ 896,376.11
INVESTMENTS	0.00
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	7,001,736.48
INVESTMENTS - BK OF BELL CD19	0.00
INVESTMENTS - FCB BK 2YR CD	0.00
INVESTMENTS - BK OF BELL CD20	0.00
INVESTMENTS - DIETERICH CD	0.00
	<u>0.00</u>
	\$ 7,898,112.59

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 7,898,112.59

CAMPUS FUND

20

CASH

CASH IN BANK	\$	0.00
INVESTMENTS		0.00
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		0.00
INVESTMENTS - BK OF BELL CD19		0.00
INVESTMENTS - FCB BK 2YR CD		0.00
INVESTMENTS - BK OF BELL CD20		0.00
INVESTMENTS - DIETERICH CD		0.00
	\$	<u>0.00</u>

CASH BALANCE, SEPTEMBER 1, 2021 \$ 0.00

RECEIPTS

REVENUE

\$ 0.00

TOTAL RECEIPTS \$ 0.00

TOTAL CASH AVAILABLE \$ 0.00

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$	0.00
INVESTMENTS		0.00
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		0.00
INVESTMENTS - BK OF BELL CD19		0.00
INVESTMENTS - FCB BK 2YR CD		0.00
INVESTMENTS - BK OF BELL CD20		0.00
INVESTMENTS - DIETERICH CD		0.00
	\$	<u>0.00</u>

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 0.00

SEWER OPERATION & MAINTENANCE 21

CASH

CASH IN BANK	\$ 1,519,708.02	
CASH IN BANK - EPAY	0.00	
PETTY CASH	454.43	
INVESTMENTS	30,725.36	
INVESTMENTS - BANK OF BELLEVILLE	0.00	
INVESTMENTS - MONEY MARKET	125,554.85	
INVESTMENTS - BK OF BELL CD19	148,080.09	
INVESTMENTS - DIETERICH 21 CD	394,760.84	
INVESTMENTS - BK OF BELL CD20	200,804.71	
INVESTMENTS - DIETERICH CD	<u>188,602.04</u>	
	\$ 2,608,690.34	\$ 2,608,690.34

CASH BALANCE, SEPTEMBER 1, 2021

RECEIPTS

REVENUE

SEWER CHARGES	\$ 908,288.24	
SEWER LINE INSURANCE	10,785.86	
GARBAGE CHARGES	18,639.11	
LIEN FEES	264.25	
INTEREST INCOME	601.15	
MISCELLANEOUS INCOME	<u>9,376.05</u>	
	\$ 947,954.66	\$ 947,954.66
<u>TOTAL RECEIPTS</u>		\$ 947,954.66
<u>TOTAL CASH AVAILABLE</u>		\$ 3,556,645.00

DISBURSEMENTS

EXPENSES

INTERFUND OPERATING TRANSFER SEWER COLLECTION	\$ 214,598.49	
SALARIES - REGULAR	13,733.56	
HOSPITAL INSURANCE	378.43	
SOCIAL SECURITY	1,050.62	
I.M.R.F.	696.33	
DATA PROCESSING SERVICE	3,139.41	
OTHER PROFESSIONAL SERVICES	12,279.64	
POSTAGE	3,928.60	
ST CLAIR TOWNSHIP SEWERS	216.80	
RENTAL	53.14	
REFUNDS	45.00	
SEWER LINES		
SALARIES - REGULAR	30,402.72	
SALARIES - OVERTIME	238.10	
PAGER PAY	445.20	
HOSPITAL INSURANCE	3,120.52	
RETIRES HEALTH INSURANCE	7.30	
SOCIAL SECURITY	2,378.08	
I.M.R.F.	2,787.80	
MAINTENANCE SERVICE - VEHICLES	184.54	
MAINTENANCE SERVICE - SYSTEM	5,854.52	

SEWER OPERATION & MAINTENANCE 21

MAINTENANCE SERVICE - SLRP	75,692.68
OTHER PROFESSIONAL SERVICES	200.00
TELEPHONE	283.56
TRAINING	20.00
MAINTENANCE SUPPLIES - OTHER	401.05
OPERATING SUPPLIES	353.50
SMALL TOOLS	7.99
AUTOMOTIVE FUEL/OIL	2,316.12
CHEMICAL SUPPLIES	1,786.93

SEWER PLANT

SALARIES - REGULAR	88,532.40
SALARIES - OVERTIME	93.65
PAGER PAY	1,755.79
HOSPITAL INSURANCE	15,421.21
RETIREES HEALTH INSURANCE	2,327.58
SOCIAL SECURITY	6,914.21
I.M.R.F.	9,703.62
MAINTENANCE SERVICE - BUILDING	35,513.73
MAINTENANCE SERVICE - EQUIPMENT	870.00
MAINTENANCE SERVICE - VEHICLES	407.45
OTHER PROFESSIONAL SERVICE	12,153.89
TELEPHONE	1,362.56
TRAINING	575.00
UTILITIES	85,368.02
SLUDGE REMOVAL	86.25
RENTAL	137.42
MAINTENANCE SUPPLIES - EQUIP.	73.81
MAINTENANCE SUPPLIES - GROUNDS	150.98
MAINTENANCE SUPPLIES - OTHER	932.95
OFFICE SUPPLIES	298.00
OPERATING SUPPLIES	264.31
JANITORIAL SUPPLIES	57.80
AUTOMOTIVE FUEL/OIL	1,877.69
CHEMICAL SUPPLIES	<u>10,626.58</u>

TOTAL DISBURSEMENTS \$ 652,105.53 \$ 652,105.53

OTHER FINANCING SOURCES & USES

ACCOUNTS RECEIVABLE	\$ 94,268.60-
ACCT. REC. SEWER LINE INS	<u>427.39-</u>
	\$ 94,695.99-

TOTAL OTHER FIN. SOURCES & USES \$ 94,695.99-

CASH

CASH IN BANK	\$ 1,723,019.48
CASH IN BANK - EPAY	0.00
PETTY CASH	454.43
INVESTMENTS	28,064.83
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	125,574.78
INVESTMENTS - BK OF BELL CD19	148,259.36
INVESTMENTS - DIETERICH 21 CD	394,760.84
INVESTMENTS - BK OF BELL CD20	201,107.72
INVESTMENTS - DIETERICH CD	188,602.04

PERIOD: SEP 2021  
SYS DATE 102721 [GCT]

CITY OF BELLEVILLE  
TREASURER'S REPORT

SYS TIME 10:57

SEWER OPERATION & MAINTENANCE 21

CASH ON DEPOSIT, SEPTEMBER 30, 2021                      \$ 2,809,843.48                      \$ 2,809,843.48

SEWER REPAIR & REPLACEMENT FUND 22

<u>CASH</u>	
CASH IN BANK	\$ 161,001.03
INVESTMENTS	6,145.07
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	301,747.84
INVESTMENTS - BK OF BELL CD19	164,549.57
INVESTMENTS - DIETERICH 21 CD	138,751.58
INVESTMENTS - BK OF BELL CD20	100,402.35
INVESTMENTS - DIETERICH CD	<u>169,055.05</u>
	\$ 1,041,652.49
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$ 1,041,652.49
<u>RECEIPTS</u>	
REVENUE	
INTEREST INCOME	\$ <u>407.88</u>
	\$ 407.88
<u>TOTAL RECEIPTS</u>	\$ <u>407.88</u>
<u>TOTAL CASH AVAILABLE</u>	\$ 1,042,060.37
<u>DISBURSEMENTS</u>	
EXPENSES	
	\$ <u>0.00</u>
<u>TOTAL DISBURSEMENTS</u>	\$ 0.00

<u>CASH</u>	
CASH IN BANK	\$ 161,542.40
INVESTMENTS	5,612.96
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	301,795.74
INVESTMENTS - BK OF BELL CD19	164,748.78
INVESTMENTS - DIETERICH 21 CD	138,751.58
INVESTMENTS - BK OF BELL CD20	100,553.86
INVESTMENTS - DIETERICH CD	<u>169,055.05</u>
	\$ 1,042,060.37
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$ 1,042,060.37

SEWER CONSTRUCTION FUND

24

CASH

CASH IN BANK	\$ 1,186,734.47
INVESTMENTS	33,186.74
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	1,676,473.88
INVESTMENTS - BK OF BELL CD20	251,005.90
INVESTMENTS - DIETERICH CD	<u>211,318.83</u>
	\$ 3,358,719.82

CASH BALANCE, SEPTEMBER 1, 2021

\$ 3,358,719.82

RECEIPTS

REVENUE

SEWER CONNECTION FEES	\$ 28,500.00
TAP-IN INSPECTION FEES	1,800.00
INTEREST INCOME	711.76
INTERFUND OPERATING TRANSFER	<u>108,333.34</u>
	\$ 139,345.10

TOTAL RECEIPTS

\$ 139,345.10

TOTAL CASH AVAILABLE

\$ 3,498,064.92

DISBURSEMENTS

EXPENSES

ENGINEERING	\$ 21,537.50
INFRASTRUCTURE	<u>34,528.80</u>
	\$ 56,066.30

TOTAL DISBURSEMENTS

\$ 56,066.30

CASH

CASH IN BANK	\$ 1,272,242.05
INVESTMENTS	30,313.08
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	1,676,739.99
INVESTMENTS - BK OF BELL CD20	251,384.67
INVESTMENTS - DIETERICH CD	<u>211,318.83</u>
	\$ 3,441,998.62

CASH ON DEPOSIT, SEPTEMBER 30, 2021

\$ 3,441,998.62

SEWER BOND AND INTEREST FUND 25

<u>CASH</u>		
CASH IN BANK	\$	3,544.04
CASH IN BANK - LTCP ACCT		579.36
INVESTMENTS		12,290.15
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		369,192.75
INVESTMENTS - BK OF BELL CD19		49,360.02
INVESTMENTS - DIETERICH 21 CD		207,918.89
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>254,639.18</u>
	\$	897,524.39
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$	897,524.39

<u>RECEIPTS</u>		
REVENUE		
INTEREST INCOME	\$	119.62
INTERFUND OPERATING TRANSFER		<u>106,265.15</u>
	\$	106,384.77
<u>TOTAL RECEIPTS</u>		\$ <u>106,384.77</u>
<u>TOTAL CASH AVAILABLE</u>		\$ <u>1,003,909.16</u>

<u>DISBURSEMENTS</u>		
EXPENSES		
PRINCIPAL - WWTP 3	\$	77,205.20
INTEREST EXPENSE - WWTP 3		<u>29,059.95</u>
	\$	106,265.15
<u>TOTAL DISBURSEMENTS</u>		\$ 106,265.15

<u>CASH</u>		
CASH IN BANK	\$	4,609.48
CASH IN BANK - LTCP ACCT		579.39
INVESTMENTS		11,225.94
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		369,251.35
INVESTMENTS - BK OF BELL CD19		49,419.78
INVESTMENTS - DIETERICH 21 CD		207,918.89
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>254,639.18</u>
	\$	897,644.01
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>		\$ <u>897,644.01</u>

MVPSF, OPERATION & MAINTENANCE 26

<u>CASH</u>		
CASH IN BANK	\$	0.00
CASH IN BANK - EPAY		0.00
INVESTMENTS		<u>0.00</u>
	\$	0.00
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$	0.00
<u>RECEIPTS</u>		
REVENUE		
	\$	<u>0.00</u>
<u>TOTAL RECEIPTS</u>	\$	<u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>	\$	<u>0.00</u>
<u>DISBURSEMENTS</u>		
EXPENSES		
	\$	<u>0.00</u>
<u>TOTAL DISBURSEMENTS</u>	\$	0.00
<u>CASH</u>		
CASH IN BANK	\$	0.00
CASH IN BANK - EPAY		0.00
INVESTMENTS		<u>0.00</u>
	\$	0.00
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$	<u>0.00</u>

MVPSF, REPLACEMENT & IMPROVEMENT 29

CASH	\$	<u>0.00</u>	
CASH BALANCE, SEPTEMBER 1, 2021		\$	0.00
RECEIPTS	\$	<u>0.00</u>	
TOTAL RECEIPTS		\$	<u>0.00</u>
TOTAL CASH AVAILABLE		\$	<u>0.00</u>
DISBURSEMENTS	\$	<u>0.00</u>	
TOTAL DISBURSEMENTS		\$	0.00
CASH	\$	<u>0.00</u>	
CASH ON DEPOSIT, SEPTEMBER 30, 2021		\$	<u>0.00</u>

SPECIAL SERVICE AREA 30

<u>CASH</u>		
CASH IN BANK	\$	14,775.02
INVESTMENTS		1,843.53
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		6,507.14
INVESTMENTS - BK OF BELL CD19		16,454.96
INVESTMENTS - DIETERICH 21 CD		16,493.38
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>0.00</u>
	\$	56,074.03
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$	56,074.03

<u>RECEIPTS</u>		
REVENUE		
CURRENT YEAR TAX LEVY	\$	9,009.56
INTEREST INCOME		<u>21.11</u>
	\$	9,030.67
<u>TOTAL RECEIPTS</u>	\$	<u>9,030.67</u>
<u>TOTAL CASH AVAILABLE</u>	\$	<u>65,104.70</u>

<u>DISBURSEMENTS</u>		
EXPENSES		
UTILITIES	\$	<u>1,166.17</u>
	\$	1,166.17
<u>TOTAL DISBURSEMENTS</u>	\$	1,166.17

<u>CASH</u>		
CASH IN BANK	\$	22,779.23
INVESTMENTS		1,683.90
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		6,507.14
INVESTMENTS - BK OF BELL CD19		16,474.88
INVESTMENTS - DIETERICH 21 CD		16,493.38
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>0.00</u>
	\$	63,938.53
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$	<u>63,938.53</u>

WORKING CASH FUND

31

CASH

CASH IN BANK	\$	458.37
INVESTMENTS		4,547.34
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		147,371.12
INVESTMENTS - BK OF BELL CD19		98,729.75
INVESTMENTS - DIETERICH 21 CD		19,996.33
INVESTMENTS - BK OF BELL CD20		25,100.59
INVESTMENTS - DIETERICH CD		<u>101,433.04</u>
	\$	397,636.54

CASH BALANCE, SEPTEMBER 1, 2021 \$ 397,636.54

RECEIPTS

REVENUE

INTEREST INCOME	\$	<u>180.82</u>
	\$	180.82

TOTAL RECEIPTS \$ 180.82

TOTAL CASH AVAILABLE \$ 397,817.36

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$	852.16
INVESTMENTS		4,153.58
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		147,394.51
INVESTMENTS - BK OF BELL CD19		98,849.27
INVESTMENTS - DIETERICH 21 CD		19,996.33
INVESTMENTS - BK OF BELL CD20		25,138.47
INVESTMENTS - DIETERICH CD		<u>101,433.04</u>
	\$	397,817.36

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 397,817.36

LIBRARY - GIFT ENDOWMENT 32

<u>CASH</u>		
CASH IN BANK	\$	1,161.77
INVESTMENT		307.25
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		15,399.13
INVESTMENTS - BK OF BELL CD19		4,936.49
INVESTMENTS - DIETERICH 21 CD		4,948.02
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>5,282.97</u>
	\$	32,035.63
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$	32,035.63

<u>RECEIPTS</u>		
REVENUE		
INTEREST INCOME	\$	<u>8.49</u>
	\$	8.49
<u>TOTAL RECEIPTS</u>	\$	<u>8.49</u>
<u>TOTAL CASH AVAILABLE</u>	\$	<u>32,044.12</u>

<u>DISBURSEMENTS</u>		
EXPENSES		
	\$	<u>0.00</u>
<u>TOTAL DISBURSEMENTS</u>	\$	0.00

<u>CASH</u>		
CASH IN BANK	\$	1,188.45
INVESTMENT		280.64
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		15,401.57
INVESTMENTS - BK OF BELL CD19		4,942.47
INVESTMENTS - DIETERICH 21 CD		4,948.02
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>5,282.97</u>
	\$	32,044.12
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$	<u>32,044.12</u>

LIBRARY - PER CAPITA FUND 33

CASH	\$	<u>0.00</u>	
CASH BALANCE, SEPTEMBER 1, 2021			\$ 0.00
RECEIPTS	\$	<u>0.00</u>	
TOTAL RECEIPTS			\$ <u>0.00</u>
TOTAL CASH AVAILABLE			\$ 0.00
DISBURSEMENTS	\$	<u>0.00</u>	
TOTAL DISBURSEMENTS			\$ 0.00
CASH	\$	<u>0.00</u>	
CASH ON DEPOSIT, SEPTEMBER 30, 2021			\$ <u>0.00</u>

LIBRARY - CHILDREN'S FUND 34

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

LIBRARY - LSCA GRANT

35

<u>CASH</u>	\$	<u>0.00</u>	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ 0.00
<u>DISBURSEMENTS</u>	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>	\$	<u>0.00</u>	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

SENIOR CITIZENS GEN. OBLIG. BOND 36

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

SALES TAX TIF DISTRICT 37

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

TIF 3 (CITY OF BELLEVILLE) 38

<u>CASH</u>		
CASH IN BANK	\$ 4,866,688.50	
CASH IN BANK-EDA BELLE VALLEY	0.00	
CASH IN BANK-2011 BONDS	0.00	
INVESTMENTS	33,468.80	
INVESTMENTS - BANK OF BELLEVILLE	0.00	
INVESTMENTS - MONEY MARKET	3,297,854.18	
INVESTMENTS - BK OF BELL CD19	160,656.93	
INVESTMENTS - DIETERICH 21 CD	46,658.05	
INVESTMENTS - BK OF BELL CD20	502,011.78	
INVESTMENTS - DIETERICH CD	<u>211,318.83</u>	
	\$ 9,118,657.07	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>		\$ 9,118,657.07

<u>RECEIPTS</u>		
REVENUE		
CURRENT YEAR TAX LEVY	\$ 3,150,090.28	
INTEREST INCOME	<u>1,774.64</u>	
	\$ 3,151,864.92	
<u>TOTAL RECEIPTS</u>		\$ 3,151,864.92
<u>TOTAL CASH AVAILABLE</u>		\$ 12,270,521.99

<u>DISBURSEMENTS</u>		
EXPENSES		
ENGINEERING	\$ 57,995.72	
OTHER PROFESSIONAL SERVICES	15,000.00	
REBATES	29,480.01	
LAND	3,007,591.00	
OTHER IMPROVEMENTS	<u>8,541.96</u>	
	\$ 3,118,608.69	
<u>TOTAL DISBURSEMENTS</u>		\$ 3,118,608.69

<u>CASH</u>		
CASH IN BANK	\$ 4,901,367.30	
CASH IN BANK-EDA BELLE VALLEY	0.00	
CASH IN BANK-2011 BONDS	0.00	
INVESTMENTS	30,570.72	
INVESTMENTS - BANK OF BELLEVILLE	0.00	
INVESTMENTS - MONEY MARKET	3,298,377.66	
INVESTMENTS - BK OF BELL CD19	160,851.43	
INVESTMENTS - DIETERICH 21 CD	46,658.05	
INVESTMENTS - BK OF BELL CD20	502,769.31	
INVESTMENTS - DIETERICH CD	<u>211,318.83</u>	
	\$ 9,151,913.30	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>		\$ 9,151,913.30

TIF 4 (N CORNER OF N BELT/161) 39

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		0.00	
INVESTMENTS - BANK OF BELLEVILLE		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		0.00	
INVESTMENTS - BANK OF BELLEVILLE		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

TIF 5 (EXPIRED)

40

CASH

CASH IN BANK \$ 0.00  
INVESTMENTS 0.00

\$ 0.00

CASH BALANCE, SEPTEMBER 1, 2021

\$ 0.00

RECEIPTS

REVENUE

\$ 0.00

TOTAL RECEIPTS

\$ 0.00

TOTAL CASH AVAILABLE

\$ 0.00

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS

\$ 0.00

CASH

CASH IN BANK \$ 0.00  
INVESTMENTS 0.00

\$ 0.00

CASH ON DEPOSIT, SEPTEMBER 30, 2021

\$ 0.00

TIF 6 (EXPIRED) 42

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

CAPITAL PROJECTS FUND 43

CASH  
CASH IN BANK \$ 10,378.01  
CASH IN BANK-RESERVE 0.00  
DEP IN ESCROW 0.00  
INVESTMENTS 0.00  
\$ 10,378.01  
CASH BALANCE, SEPTEMBER 1, 2021 \$ 10,378.01

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 0.59  
\$ 0.59  
TOTAL RECEIPTS \$ 0.59  
TOTAL CASH AVAILABLE \$ 10,378.60

DISBURSEMENTS  
EXPENSES  
TOTAL DISBURSEMENTS \$ 0.00 \$ 0.00

CASH  
CASH IN BANK \$ 10,378.60  
CASH IN BANK-RESERVE 0.00  
DEP IN ESCROW 0.00  
INVESTMENTS 0.00  
\$ 10,378.60  
CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 10,378.60

BELLEVILLE ILLINOIS TOURISM 44

<u>CASH</u>			
CASH IN BANK	\$	49,904.57	
INVESTMENTS		<u>0.00</u>	
	\$	49,904.57	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$		49,904.57
<u>RECEIPTS</u>			
REVENUE			
HOTEL/MOTEL TAX	\$	6,478.18	
INTEREST INCOME		<u>2.87</u>	
	\$	6,481.05	
<u>TOTAL RECEIPTS</u>	\$		<u>6,481.05</u>
<u>TOTAL CASH AVAILABLE</u>	\$		<u>56,385.62</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
DUES	\$	<u>700.00</u>	
	\$	700.00	
<u>TOTAL DISBURSEMENTS</u>	\$		700.00
<u>CASH</u>			
CASH IN BANK	\$	55,685.62	
INVESTMENTS		<u>0.00</u>	
	\$	55,685.62	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$		<u>55,685.62</u>

2015 PD PROJECT CONSTRUCTION FUN 45

<u>CASH</u>		
CASH IN BANK	\$	0.00
INVESTMENTS		0.00
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		<u>0.00</u>
	\$	0.00
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$	0.00
<u>RECEIPTS</u>		
REVENUE		
	\$	<u>0.00</u>
<u>TOTAL RECEIPTS</u>	\$	<u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>	\$	<u>0.00</u>
<u>DISBURSEMENTS</u>		
EXPENSES		
	\$	<u>0.00</u>
<u>TOTAL DISBURSEMENTS</u>	\$	0.00
<u>CASH</u>		
CASH IN BANK	\$	0.00
INVESTMENTS		0.00
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		<u>0.00</u>
	\$	<u>0.00</u>
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$	<u>0.00</u>

2015 PD PROJECT DEBT SERVICE FD 46

CASH  
CASH IN BANK \$ 16,825.76  
INVESTMENTS 0.00  
INVESTMENTS - BANK OF BELLEVILLE 0.00  
INVESTMENTS - MONEY MARKET 459,473.18  
INVESTMENTS - BANK OF BELL CD 0.00  
\$ 476,298.94  
CASH BALANCE, SEPTEMBER 1, 2021 \$ 476,298.94

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 73.88  
\$ 73.88  
TOTAL RECEIPTS \$ 73.88  
TOTAL CASH AVAILABLE \$ 476,372.82

DISBURSEMENTS  
EXPENSES  
FISCAL AGENT FEES \$ 318.00  
\$ 318.00  
TOTAL DISBURSEMENTS \$ 318.00

CASH  
CASH IN BANK \$ 16,508.71  
INVESTMENTS 0.00  
INVESTMENTS - BANK OF BELLEVILLE 0.00  
INVESTMENTS - MONEY MARKET 459,546.11  
INVESTMENTS - BANK OF BELL CD 0.00  
\$ 476,054.82  
CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 476,054.82

TIF 7 (EXPIRED)

47

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

ROTARY PARK FUND

48

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

LIBRARY - MORRIS TRUST FUND 49

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

TIF 8 (DOWNTOWN SOUTH) 50

CASH  
CASH IN BANK \$ 130,698.98  
INVESTMENTS 127.21  
INVESTMENTS - MONEY MARKET 100,973.84  
INVESTMENTS - BK OF BELL CD20 50,201.19  
\$ 282,001.22  
CASH BALANCE, SEPTEMBER 1, 2021 \$ 282,001.22

RECEIPTS  
REVENUE  
CURRENT YEAR TAX LEVY \$ 60,760.11  
INTEREST INCOME 103.47  
\$ 60,863.58  
TOTAL RECEIPTS \$ 60,863.58  
TOTAL CASH AVAILABLE \$ 342,864.80

DISBURSEMENTS  
EXPENSES  
\$ 0.00  
TOTAL DISBURSEMENTS \$ 0.00

CASH  
CASH IN BANK \$ 191,481.79  
INVESTMENTS 116.20  
INVESTMENTS - MONEY MARKET 100,989.87  
INVESTMENTS - BK OF BELL CD20 50,276.94  
\$ 342,864.80  
CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 342,864.80

TIF 9 (SOUTHWINDS ESTATE) 51

<u>CASH</u>		
CASH IN BANK	\$	26,254.71
INVESTMENTS		1,844.48
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		152,252.81
INVESTMENTS - BK OF BELL CD20		<u>25,100.59</u>
	\$	205,452.59

CASH BALANCE, SEPTEMBER 1, 2021 \$ 205,452.59

RECEIPTS

REVENUE

CURRENT YEAR TAX LEVY	\$	30,843.02
INTEREST INCOME		<u>65.54</u>
	\$	30,908.56

TOTAL RECEIPTS \$ 30,908.56

TOTAL CASH AVAILABLE \$ 236,361.15

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

<u>CASH</u>		
CASH IN BANK	\$	57,260.93
INVESTMENTS		1,684.77
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		152,276.98
INVESTMENTS - BK OF BELL CD20		<u>25,138.47</u>
	\$	236,361.15

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 236,361.15

TIF 10 (LOWER RICHLAND CREEK) 52

CASH

CASH IN BANK	\$ 554,217.07
INVESTMENTS	6,145.08
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	240,017.15
INVESTMENTS - BK OF BELL CD19	194,497.87
INVESTMENTS - DIETERICH 21 CD	183,076.67
INVESTMENTS - BK OF BELL CD20	100,402.35
INVESTMENTS - DIETERICH CD	<u>190,186.95</u>
	\$ 1,468,543.14

CASH BALANCE, SEPTEMBER 1, 2021 \$ 1,468,543.14

RECEIPTS

REVENUE

CURRENT YEAR TAX LEVY	\$ 271,973.92
INTEREST INCOME	<u>475.53</u>
	\$ 272,449.45

TOTAL RECEIPTS \$ 272,449.45

TOTAL CASH AVAILABLE \$ 1,740,992.59

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$ 826,773.56
INVESTMENTS	5,612.97
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	240,055.25
INVESTMENTS - BK OF BELL CD19	194,733.33
INVESTMENTS - DIETERICH 21 CD	183,076.67
INVESTMENTS - BK OF BELL CD20	100,553.86
INVESTMENTS - DIETERICH CD	<u>190,186.95</u>
	\$ 1,740,992.59

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 1,740,992.59

TIF 11 (INDUSTRIAL JOB RECOVERY) 53

CASH

CASH IN BANK	\$ 20,047.23
INVESTMENTS	614.51
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	36,102.49
INVESTMENTS - BK OF BELL CD19	13,163.97
INVESTMENTS - DIETERICH 21 CD	13,194.71
INVESTMENTS - BK OF BELL CD20	30,120.71
INVESTMENTS - DIETERICH CD	<u>13,207.42</u>
	\$ 126,451.04

CASH BALANCE, SEPTEMBER 1, 2021 \$ 126,451.04

RECEIPTS

REVENUE

CURRENT YEAR TAX LEVY	\$ 479.82
INTEREST INCOME	<u>68.38</u>
	\$ 548.20

TOTAL RECEIPTS \$ 548.20

TOTAL CASH AVAILABLE \$ 126,999.24

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$ 20,581.52
INVESTMENTS	561.30
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	36,108.22
INVESTMENTS - BK OF BELL CD19	13,179.91
INVESTMENTS - DIETERICH 21 CD	13,194.71
INVESTMENTS - BK OF BELL CD20	30,166.16
INVESTMENTS - DIETERICH CD	<u>13,207.42</u>
	\$ 126,999.24

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 126,999.24

TIF 12 (SHERMAN STREET)

54

CASH

CASH IN BANK	\$ 112,617.14
INVESTMENTS	614.51
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	301,655.37
INVESTMENTS - BK OF BELL CD20	50,201.19
INVESTMENTS - DIETERICH CD	<u>52,829.71</u>
	\$ 517,917.92

CASH BALANCE, SEPTEMBER 1, 2021 \$ 517,917.92

RECEIPTS

REVENUE

CURRENT YEAR TAX LEVY	\$ 52,811.03
INTEREST INCOME	<u>133.73</u>
	\$ 52,944.76

TOTAL RECEIPTS \$ 52,944.76

TOTAL CASH AVAILABLE \$ 570,862.68

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$ 165,491.48
INVESTMENTS	561.30
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	301,703.25
INVESTMENTS - BK OF BELL CD20	50,276.94
INVESTMENTS - DIETERICH CD	<u>52,829.71</u>
	\$ 570,862.68

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 570,862.68

TIF 13 (DRAKE ROAD)

55

CASH

CASH IN BANK	\$	6,517.44
INVESTMENTS		1,229.01
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		38,708.69
INVESTMENTS - BK OF BELL CD19		16,454.96
INVESTMENTS - DIETERICH 21 CD		16,493.38
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>16,905.50</u>
	\$	96,308.98

CASH BALANCE, SEPTEMBER 1, 2021 \$ 96,308.98

RECEIPTS

REVENUE

CURRENT YEAR TAX LEVY	\$	9,025.46
INTEREST INCOME		<u>27.02</u>
	\$	9,052.48

TOTAL RECEIPTS \$ 9,052.48

TOTAL CASH AVAILABLE \$ 105,361.46

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$	15,650.28
INVESTMENTS		1,122.59
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		38,714.83
INVESTMENTS - BK OF BELL CD19		16,474.88
INVESTMENTS - DIETERICH 21 CD		16,493.38
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>16,905.50</u>
	\$	105,361.46

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 105,361.46

TIF 14 (ROUTE 15 EAST) 56

<u>CASH</u>		
CASH IN BANK	\$	61,979.35
INVESTMENTS		1,475.39
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		79,382.81
INVESTMENTS - BK OF BELL CD19		6,581.33
INVESTMENTS - DIETERICH 21 CD		32,986.80
INVESTMENTS - BK OF BELL CD20		100,402.35
INVESTMENTS - DIETERICH CD		<u>33,811.01</u>
	\$	316,619.04
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$	316,619.04

<u>RECEIPTS</u>		
REVENUE		
CURRENT YEAR TAX LEVY	\$	59,313.25
INTEREST INCOME		<u>179.49</u>
	\$	59,492.74
<u>TOTAL RECEIPTS</u>	\$	<u>59,492.74</u>
<u>TOTAL CASH AVAILABLE</u>	\$	<u>376,111.78</u>

<u>DISBURSEMENTS</u>		
EXPENSES		
	\$	<u>0.00</u>
<u>TOTAL DISBURSEMENTS</u>	\$	0.00

<u>CASH</u>		
CASH IN BANK	\$	121,427.77
INVESTMENTS		1,347.63
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		79,395.41
INVESTMENTS - BK OF BELL CD19		6,589.30
INVESTMENTS - DIETERICH 21 CD		32,986.80
INVESTMENTS - BK OF BELL CD20		100,553.86
INVESTMENTS - DIETERICH CD		<u>33,811.01</u>
	\$	376,111.78
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$	<u>376,111.78</u>

TIF 15 (CARLYLE GREENMOUNT) 57

<u>CASH</u>	
CASH IN BANK	\$ 459,788.17
CASH IN BANK-UMB	948,648.46
INVESTMENTS	0.00
INVESTMENTS - MONEY MARKET	<u>3,887.16</u>
	\$ 1,412,323.79
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$ 1,412,323.79
<u>RECEIPTS</u>	
REVENUE	
CURRENT YEAR TAX LEVY	\$ 477,652.20
INTEREST INCOME	<u>52.20</u>
	\$ 477,704.40
<u>TOTAL RECEIPTS</u>	\$ <u>477,704.40</u>
<u>TOTAL CASH AVAILABLE</u>	\$ 1,890,028.19
<u>DISBURSEMENTS</u>	
EXPENSES	
REBATES	\$ <u>92,368.66</u>
	\$ 92,368.66
<u>TOTAL DISBURSEMENTS</u>	\$ 92,368.66
<u>CASH</u>	
CASH IN BANK	\$ 845,123.29
CASH IN BANK-UMB	948,648.46
INVESTMENTS	0.00
INVESTMENTS - MONEY MARKET	<u>3,887.78</u>
	\$ 1,797,659.53
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$ 1,797,659.53

TIF 16 (ROUTE 15 WEST CORRIDOR) 58

<u>CASH</u>	
CASH IN BANK	\$ 296,203.35
INVESTMENTS	0.00
INVESTMENTS - MONEY MARKET	<u>153,193.60</u>
	\$ 449,396.95
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$ 449,396.95
<u>RECEIPTS</u>	
REVENUE	
CURRENT YEAR TAX LEVY	\$ 39,204.93
INTEREST INCOME	<u>44.79</u>
	\$ 39,249.72
<u>TOTAL RECEIPTS</u>	\$ <u>39,249.72</u>
<u>TOTAL CASH AVAILABLE</u>	\$ 488,646.67
<u>DISBURSEMENTS</u>	
EXPENSES	
	\$ <u>0.00</u>
<u>TOTAL DISBURSEMENTS</u>	\$ 0.00
<u>CASH</u>	
CASH IN BANK	\$ 335,428.75
INVESTMENTS	0.00
INVESTMENTS - MONEY MARKET	<u>153,217.92</u>
	\$ 488,646.67
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$ <u>488,646.67</u>

SPECIAL SERVICE AREA RESERVE ACC 59

<u>CASH</u>		
CASH IN BANK	\$	3,633.29
INVESTMENTS		1,351.91
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		10,825.99
INVESTMENTS - BK OF BELL CD19		33,568.08
INVESTMENTS - DIETERICH 21 CD		36,285.48
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>36,980.79</u>
	\$	122,645.54
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$	122,645.54

<u>RECEIPTS</u>		
REVENUE		
INTEREST INCOME	\$	<u>42.57</u>
	\$	42.57
<u>TOTAL RECEIPTS</u>	\$	<u>42.57</u>
<u>TOTAL CASH AVAILABLE</u>	\$	<u>122,688.11</u>

<u>DISBURSEMENTS</u>		
	\$	<u>0.00</u>
<u>TOTAL DISBURSEMENTS</u>	\$	0.00

<u>CASH</u>		
CASH IN BANK	\$	3,750.56
INVESTMENTS		1,234.85
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		10,827.71
INVESTMENTS - BK OF BELL CD19		33,608.72
INVESTMENTS - DIETERICH 21 CD		36,285.48
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>36,980.79</u>
	\$	122,688.11
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$	<u>122,688.11</u>

SPECIAL SERVICE AREA BONDS, I&S 60

<u>CASH</u>		
CASH IN BANK	\$	52,859.83
INVESTMENTS		1,229.01
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		10,752.61
INVESTMENTS - BK OF BELL CD19		32,909.91
INVESTMENTS - DIETERICH 21 CD		32,986.80
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>33,811.01</u>
	\$	164,549.17
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$	164,549.17
<u>RECEIPTS</u>		
REVENUE		
CURRENT YEAR TAX LEVY	\$	22,708.43
INTEREST INCOME		<u>45.57</u>
	\$	22,754.00
<u>TOTAL RECEIPTS</u>	\$	<u>22,754.00</u>
<u>TOTAL CASH AVAILABLE</u>	\$	<u>187,303.17</u>
<u>DISBURSEMENTS</u>		
	\$	<u>0.00</u>
<u>TOTAL DISBURSEMENTS</u>	\$	0.00

<u>CASH</u>		
CASH IN BANK	\$	75,678.70
INVESTMENTS		1,122.59
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		10,754.32
INVESTMENTS - BK OF BELL CD19		32,949.75
INVESTMENTS - DIETERICH 21 CD		32,986.80
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>33,811.01</u>
	\$	187,303.17
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$	<u>187,303.17</u>

SALES TAX TIF BONDS, I & S 61

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

TIF #1 BONDS, I & S

62

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

TIF #2 BONDS, I & S

63

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

2020 REFUNDING BONDS I & S 64

<u>CASH</u>		
CASH IN BANK	\$	1,069.82
INVESTMENTS		0.00
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		23,511.93
INVESTMENTS - BK OF BELL CD19		39,820.95
INVESTMENTS - DIETERICH 21 CD		41,233.47
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>42,263.78</u>
	\$	147,899.95
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$	147,899.95

<u>RECEIPTS</u>		
REVENUE		
INTEREST INCOME	\$	<u>52.01</u>
	\$	52.01
<u>TOTAL RECEIPTS</u>	\$	<u>52.01</u>
<u>TOTAL CASH AVAILABLE</u>	\$	<u>147,951.96</u>

<u>DISBURSEMENTS</u>		
EXPENSES		
	\$	<u>0.00</u>
<u>TOTAL DISBURSEMENTS</u>	\$	0.00

<u>CASH</u>		
CASH IN BANK	\$	1,069.89
INVESTMENTS		0.00
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		23,515.66
INVESTMENTS - BK OF BELL CD19		39,869.16
INVESTMENTS - DIETERICH 21 CD		41,233.47
INVESTMENTS - REGIONS CD		0.00
INVESTMENTS - DIETERICH CD		<u>42,263.78</u>
	\$	147,951.96
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$	<u>147,951.96</u>

2014 PD PROJ. CONSTRUCTION FUND 65

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

2014 PD PROJECT DEBT SERVICE FUN 66

<u>CASH</u>		
CASH IN BANK	\$	8,563.06
INVESTMENTS		0.00
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		<u>554,021.52</u>
	\$	562,584.58
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$	562,584.58
<u>RECEIPTS</u>		
REVENUE		
INTEREST INCOME	\$	<u>88.43</u>
	\$	88.43
<u>TOTAL RECEIPTS</u>	\$	<u>88.43</u>
<u>TOTAL CASH AVAILABLE</u>	\$	<u>562,673.01</u>
<u>DISBURSEMENTS</u>		
EXPENSES		
	\$	<u>0.00</u>
<u>TOTAL DISBURSEMENTS</u>	\$	0.00
<u>CASH</u>		
CASH IN BANK	\$	8,563.55
INVESTMENTS		0.00
INVESTMENTS - BANK OF BELLEVILLE		0.00
INVESTMENTS - MONEY MARKET		<u>554,109.46</u>
	\$	<u>562,673.01</u>
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$	<u>562,673.01</u>

2011 Bond Fund I & S

67

CASH

CASH IN BANK	\$ 908,617.03
INVESTMENTS	6,145.08
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	1,102,410.51
INVESTMENTS - BK OF BELL CD19	89,505.85
INVESTMENTS - DIETERICH 21 CD	43,325.32
INVESTMENTS - REGIONS CD	0.00
INVESTMENTS - DIETERICH CD	<u>220,828.17</u>
	\$ 2,370,831.96

CASH BALANCE, SEPTEMBER 1, 2021 \$ 2,370,831.96

RECEIPTS

REVENUE

HOME RULE SALES TAX	\$ 127,038.94
INTEREST INCOME	<u>335.87</u>
	\$ 127,374.81

TOTAL RECEIPTS \$ 127,374.81

TOTAL CASH AVAILABLE \$ 2,498,206.77

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$ 1,036,240.60
INVESTMENTS	5,612.97
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	1,102,585.50
INVESTMENTS - BK OF BELL CD19	89,614.21
INVESTMENTS - DIETERICH 21 CD	43,325.32
INVESTMENTS - REGIONS CD	0.00
INVESTMENTS - DIETERICH CD	<u>220,828.17</u>
	\$ 2,498,206.77

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 2,498,206.77

D.A.R.E.

70

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>0.00</u>

POLICE TRUST

71

CASH

CASH IN BANK	\$	8,649.31
CASH IN BANK-REWARD FUND		3,850.86
INVESTMENTS		491.61
INVESTMENTS - BANK OF BELLEVILLE		<u>0.00</u>
	\$	12,991.78

CASH BALANCE, SEPTEMBER 1, 2021 \$ 12,991.78

RECEIPTS

REVENUE

INTEREST INCOME	\$	0.50
INTEREST INCOME-REWARD FUND		<u>0.22</u>
	\$	0.72

TOTAL RECEIPTS \$ 0.72

TOTAL CASH AVAILABLE \$ 12,992.50

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$	8,692.38
CASH IN BANK-REWARD FUND		3,851.08
INVESTMENTS		449.04
INVESTMENTS - BANK OF BELLEVILLE		<u>0.00</u>
	\$	12,992.50

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 12,992.50

NARCOTICS

72

CASH

CASH IN BANK	\$	5,867.91
CASH IN BANK-FED FORFEITURE		7,657.11
CASH IN BANK-STATE FORFEITURE		11,580.48
CASH IN BANK-EVIDENCE SEIZED		44,230.32
CASH IN BANK-FEDERAL AWARDED		53,783.19
INVESTMENTS		614.51
INVESTMENTS - BANK OF BELLEVILLE		<u>0.00</u>

\$ 123,733.52

CASH BALANCE, SEPTEMBER 1, 2021

\$ 123,733.52

RECEIPTS

REVENUE

FED SEIZURES-FORFEITURES	\$	8,446.05
INTEREST INCOME		<u>6.42</u>

\$ 8,452.47

TOTAL RECEIPTS

\$ 8,452.47

TOTAL CASH AVAILABLE

\$ 132,185.99

DISBURSEMENTS

EXPENSES

EQUIPMENT	\$	<u>7,786.00</u>
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\$ 7,786.00

TOTAL DISBURSEMENTS

\$ 7,786.00

CASH

CASH IN BANK	\$	5,870.79
CASH IN BANK-FED FORFEITURE		7,657.11
CASH IN BANK-STATE FORFEITURE		11,581.14
CASH IN BANK-EVIDENCE SEIZED		44,230.32
CASH IN BANK-FEDERAL AWARDED		54,499.33
INVESTMENTS		561.30
INVESTMENTS - BANK OF BELLEVILLE		<u>0.00</u>

\$ 124,399.99

CASH ON DEPOSIT, SEPTEMBER 30, 2021

\$ 124,399.99

LOCAL LAW ENFORCEMENT BLOCK GRAN 73

<u>CASH</u>			
CASH IN BANK	\$	187.30	
INVESTMENTS		<u>0.00</u>	
	\$	187.30	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>			\$ 187.30
<u>RECEIPTS</u>			
REVENUE			
INTEREST INCOME	\$	<u>0.01</u>	
	\$	0.01	
<u>TOTAL RECEIPTS</u>			\$ <u>0.01</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>187.31</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	187.31	
INVESTMENTS		<u>0.00</u>	
	\$	187.31	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>			\$ <u>187.31</u>

TIF 17 (EAST MAIN STREET ) 75

CASH  
CASH IN BANK \$ 85,322.87  
INVESTMENTS 123.84  
INVESTMENTS - MONEY MARKET 50,092.12  
\$ 135,538.83  
CASH BALANCE, SEPTEMBER 1, 2021 \$ 135,538.83

RECEIPTS  
REVENUE  
CURRENT YEAR TAX LEVY \$ 29,977.53  
INTEREST INCOME 14.99  
\$ 29,992.52  
TOTAL RECEIPTS \$ 29,992.52  
TOTAL CASH AVAILABLE \$ 165,531.35

DISBURSEMENTS  
EXPENSES  
\$ 0.00  
TOTAL DISBURSEMENTS \$ 0.00

CASH  
CASH IN BANK \$ 115,318.16  
INVESTMENTS 113.12  
INVESTMENTS - MONEY MARKET 50,100.07  
\$ 165,531.35  
CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 165,531.35

TIF 18 (SCHEEL STREET) 76

CASH

CASH IN BANK	\$ 84,635.85
INVESTMENTS	245.80
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	248,344.12
INVESTMENTS - BK OF BELL CD19	3,290.64
INVESTMENTS - DIETERICH 21 CD	16,493.47
INVESTMENTS - REGIONS CD	0.00
INVESTMENTS - DIETERICH CD	<u>16,905.51</u>
	\$ 369,915.39

CASH BALANCE, SEPTEMBER 1, 2021 \$ 369,915.39

RECEIPTS

REVENUE

CURRENT YEAR TAX LEVY	\$ 19,786.02
INTEREST INCOME	<u>49.76</u>
	\$ 19,835.78

TOTAL RECEIPTS \$ 19,835.78

TOTAL CASH AVAILABLE \$ 389,751.17

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$ 104,449.52
INVESTMENTS	224.52
INVESTMENTS - BANK OF BELLEVILLE	0.00
INVESTMENTS - MONEY MARKET	248,383.54
INVESTMENTS - BK OF BELL CD19	3,294.61
INVESTMENTS - DIETERICH 21 CD	16,493.47
INVESTMENTS - REGIONS CD	0.00
INVESTMENTS - DIETERICH CD	<u>16,905.51</u>
	\$ 389,751.17

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 389,751.17

TIF 19 (FRANK SCOTT PARKWAY) 77

<u>CASH</u>	
CASH IN BANK	\$ 277,599.51
CASH IN BANK-UMB	2,791,276.69
INVESTMENTS	0.00
INVESTMENTS - MONEY MARKET	<u>2,179.24</u>
	\$ 3,071,055.44
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$ 3,071,055.44
<u>RECEIPTS</u>	
REVENUE	
CURRENT YEAR TAX LEVY	\$ 296,043.82
INTEREST INCOME	<u>26.34</u>
	\$ 296,070.16
<u>TOTAL RECEIPTS</u>	\$ <u>296,070.16</u>
<u>TOTAL CASH AVAILABLE</u>	\$ 3,367,125.60
<u>DISBURSEMENTS</u>	
EXPENSES	
REBATES	\$ <u>147,761.67</u>
	\$ 147,761.67
<u>TOTAL DISBURSEMENTS</u>	\$ 147,761.67
<u>CASH</u>	
CASH IN BANK	\$ 425,907.65
CASH IN BANK-UMB	2,791,276.69
INVESTMENTS	0.00
INVESTMENTS - MONEY MARKET	<u>2,179.59</u>
	\$ 3,219,363.93
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$ 3,219,363.93

TIF 20 - RT. 15 / S. GREEN MT 78

CASH

CASH IN BANK	\$	36,939.54	
INVESTMENTS		123.19	
INVESTMENTS - BANK OF BELLEVILLE		0.00	
INVESTMENTS - MONEY MARKET		<u>189,147.27</u>	
	\$	226,210.00	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$		226,210.00

RECEIPTS

REVENUE

CURRENT YEAR TAX LEVY	\$	20,999.60	
INTEREST INCOME		<u>32.67</u>	
	\$	21,032.27	

TOTAL RECEIPTS \$ 21,032.27

TOTAL CASH AVAILABLE \$ 247,242.27

DISBURSEMENTS

EXPENSES

REBATES	\$	<u>14,460.10</u>	
	\$	14,460.10	

TOTAL DISBURSEMENTS \$ 14,460.10

CASH

CASH IN BANK	\$	43,492.36	
INVESTMENTS		112.52	
INVESTMENTS - BANK OF BELLEVILLE		0.00	
INVESTMENTS - MONEY MARKET		<u>189,177.29</u>	
	\$	232,782.17	

CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 232,782.17

TIF 21 - BELLE VALLEY / PHASE II 79

<u>CASH</u>			
CASH IN BANK	\$	18,331.40	
INVESTMENTS		<u>0.00</u>	
	\$	18,331.40	
<u>CASH BALANCE, SEPTEMBER 1, 2021</u>	\$		18,331.40
<u>RECEIPTS</u>			
REVENUE			
CURRENT YEAR TAX LEVY	\$	1,956.32	
INTEREST INCOME		<u>1.24</u>	
	\$	1,957.56	
<u>TOTAL RECEIPTS</u>	\$		<u>1,957.56</u>
<u>TOTAL CASH AVAILABLE</u>	\$		<u>20,288.96</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>	\$		0.00
<u>CASH</u>			
CASH IN BANK	\$	20,288.96	
INVESTMENTS		<u>0.00</u>	
	\$	20,288.96	
<u>CASH ON DEPOSIT, SEPTEMBER 30, 2021</u>	\$		<u>20,288.96</u>

TIF 22 - ROUTE 15 NORTH 80

CASH  
CASH IN BANK \$ 173,083.76  
INVESTMENTS 0.00  
INVESTMENTS - BK OF BELL CD20 100,402.35  
\$ 273,486.11  
CASH BALANCE, SEPTEMBER 1, 2021 \$ 273,486.11

RECEIPTS  
REVENUE  
CURRENT YEAR TAX LEVY \$ 17,758.18  
INTEREST INCOME 163.15  
\$ 17,921.33  
TOTAL RECEIPTS \$ 17,921.33  
TOTAL CASH AVAILABLE \$ 291,407.44

DISBURSEMENTS  
EXPENSES  
\$ 0.00  
TOTAL DISBURSEMENTS \$ 0.00

CASH  
CASH IN BANK \$ 190,853.58  
INVESTMENTS 0.00  
INVESTMENTS - BK OF BELL CD20 100,553.86  
\$ 291,407.44  
CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 291,407.44

ROUTE 15 NORTH BUSINESS DISTRICT 81

CASH  
CASH IN BANK \$ 17,411.79  
INVESTMENTS 0.00  
INVESTMENTS - BK OF BELL CD20 70,281.65  
\$ 87,693.44  
CASH BALANCE, SEPTEMBER 1, 2021 \$ 87,693.44

RECEIPTS  
REVENUE  
BUSINESS DIST SALES TAX - RT 15N \$ 906.62  
INTEREST INCOME 107.07  
\$ 1,013.69  
TOTAL RECEIPTS \$ 1,013.69  
TOTAL CASH AVAILABLE \$ 88,707.13

DISBURSEMENTS  
EXPENSES  
\$ 0.00  
TOTAL DISBURSEMENTS \$ 0.00

CASH  
CASH IN BANK \$ 18,319.45  
INVESTMENTS 0.00  
INVESTMENTS - BK OF BELL CD20 70,387.68  
\$ 88,707.13  
CASH ON DEPOSIT, SEPTEMBER 30, 2021 \$ 88,707.13

GENERAL LONG-TERM DEBT ACC GROUP 82

CASH	\$	<u>0.00</u>	
CASH BALANCE, SEPTEMBER 1, 2021		\$	0.00
RECEIPTS	\$	<u>0.00</u>	
TOTAL RECEIPTS		\$	<u>0.00</u>
TOTAL CASH AVAILABLE		\$	0.00
DISBURSEMENTS	\$	<u>0.00</u>	
TOTAL DISBURSEMENTS		\$	0.00
CASH	\$	<u>0.00</u>	
CASH ON DEPOSIT, SEPTEMBER 30, 2021		\$	<u>0.00</u>

SYS DATE 102721  
[GSCI]

CITY OF BELLEVILLE  
STATEMENT OF CASH AND INVESTMENTS  
AS OF THE MONTH & YEAR 09/21

SYS TIME 10:54

NAME OF FUND	CASH		FUNDS
	ON HAND	INVESTMENTS	AVAILABLE
GENERAL FUND	\$4,376,234.31	\$2,218,364.72	\$6,594,599.03
PARKS PROJECT FUND	\$16,631.88	\$58,443.28	\$75,075.16
LIBRARY	\$506,860.37	\$656,797.08	\$1,163,657.45
PAYROLL ACCOUNT	\$110.34	\$ .00	\$110.34
PLAYGROUND AND RECREATION	\$196,457.71	\$1,393,099.73	\$1,589,557.44
RETIREMENT FUND	\$502,398.58	\$453,545.19	\$955,943.77
GENERAL & COMMUNITY ASSISTA	\$643,788.73	\$309,756.11	\$953,544.84
MOTOR FUEL TAX FUND	\$1,722,572.12	\$2,409,212.40	\$4,131,784.52
FOUNTAIN FUND	\$5,569.44	\$ .00	\$5,569.44
TORT LIABILITY FUND	\$297,692.17	\$612,549.58	\$910,241.75
WALNUT HILL FUTURE CARE FUN	\$4,759.67	\$203,793.34	\$208,553.01
ARPA FUND	\$896,376.11	\$7,001,736.48	\$7,898,112.59
SEWER OPERATION & MAINTENAN	\$1,723,473.91	\$1,086,369.57	\$2,809,843.48
SEWER REPAIR & REPLACEMENT	\$161,542.40	\$880,517.97	\$1,042,060.37
SEWER CONSTRUCTION FUND	\$1,272,242.05	\$2,169,756.57	\$3,441,998.62
SEWER BOND AND INTEREST FUN	\$5,188.87	\$892,455.14	\$897,644.01
SPECIAL SERVICE AREA	\$22,779.23	\$41,159.30	\$63,938.53
WORKING CASH FUND	\$852.16	\$396,965.20	\$397,817.36
LIBRARY - GIFT ENDOWMENT	\$1,188.45	\$30,855.67	\$32,044.12
TIF 3 (CITY OF BELLEVILLE)	\$4,901,367.30	\$4,250,546.00	\$9,151,913.30
CAPITAL PROJECTS FUND	\$10,378.60	\$ .00	\$10,378.60
BELLEVILLE ILLINOIS TOURISM	\$55,685.62	\$ .00	\$55,685.62
2015 PD PROJECT DEBT SERVIC	\$16,508.71	\$459,546.11	\$476,054.82
TIF 8 (DOWNTOWN SOUTH)	\$191,481.79	\$151,383.01	\$342,864.80
TIF 9 (SOUTHWINDS ESTATE)	\$57,260.93	\$179,100.22	\$236,361.15
TIF 10 (LOWER RICHLAND CREE	\$826,773.56	\$914,219.03	\$1,740,992.59
TIF 11 (INDUSTRIAL JOB RECO	\$20,581.52	\$106,417.72	\$126,999.24
TIF 12 (SHERMAN STREET)	\$165,491.48	\$405,371.20	\$570,862.68
TIF 13 (DRAKE ROAD)	\$15,650.28	\$89,711.18	\$105,361.46
TIF 14 (ROUTE 15 EAST)	\$121,427.77	\$254,684.01	\$376,111.78
TIF 15 (CARLYLE GREENMOUNT)	\$1,793,771.75	\$3,887.78	\$1,797,659.53
TIF 16 (ROUTE 15 WEST CORRI	\$335,428.75	\$153,217.92	\$488,646.67
SPECIAL SERVICE AREA RESERV	\$3,750.56	\$118,937.55	\$122,688.11

SYS DATE 102721  
[GSCI]

CITY OF BELLEVILLE  
STATEMENT OF CASH AND INVESTMENTS  
AS OF THE MONTH & YEAR 09/21

SYS TIME 10:54

NAME OF FUND	CASH		FUNDS
	ON HAND	INVESTMENTS	AVAILABLE
SPECIAL SERVICE AREA BONDS,	\$75,678.70	\$111,624.47	\$187,303.17
2020 REFUNDING BONDS I & S	\$1,069.89	\$146,882.07	\$147,951.96
2014 PD PROJECT DEBT SERVIC	\$8,563.55	\$554,109.46	\$562,673.01
2011 Bond Fund I & S	\$1,036,240.60	\$1,461,966.17	\$2,498,206.77
POLICE TRUST	\$12,543.46	\$449.04	\$12,992.50
NARCOTICS	\$123,838.69	\$561.30	\$124,399.99
LOCAL LAW ENFORCEMENT BLOCK	\$187.31	\$ .00	\$187.31
TIF 17 (EAST MAIN STREET )	\$115,318.16	\$50,213.19	\$165,531.35
TIF 18 (SCHEEL STREET)	\$104,449.52	\$285,301.65	\$389,751.17
TIF 19 (FRANK SCOTT PARKWAY	\$3,217,184.34	\$2,179.59	\$3,219,363.93
TIF 20 - RT. 15 / S. GREEN	\$43,492.36	\$189,289.81	\$232,782.17
TIF 21 - BELLE VALLEY / PHA	\$20,288.96	\$ .00	\$20,288.96
TIF 22 - ROUTE 15 NORTH	\$190,853.58	\$100,553.86	\$291,407.44
ROUTE 15 NORTH BUSINESS DIS	\$18,319.45	\$70,387.68	\$88,707.13
	=====	=====	=====
Totals	\$25,840,305.69	\$30,875,917.35	\$56,716,223.04

## MASTER SERVICES AGREEMENT

This is an Agreement made as of this \_\_\_\_ day of \_\_\_\_\_, 2021, between The City of Belleville, IL (CLIENT) and Lochmueller Group, Inc. (CONSULTANT).

### WITNESSETH

WHEREAS, CLIENT wishes to retain the CONSULTANT to provide certain Professional Engineering, Surveying, Planning and/or Environmental Services on an “as-needed” basis. The CONSULTANT agrees to undertake and perform these certain services (SERVICES) as may be requested by the CLIENT, all in accordance with the terms and conditions contained herein.

The SERVICES to be performed, the schedule for performance, and the compensation due the CONSULTANT shall be described in TASK ORDERS issued by the CLIENT to the CONSULTANT, the form of which is attached hereto as Attachment “A”. Each TASK ORDER shall be duly executed by both parties and shall be subject to the terms and conditions of this General Services Agreement, except as modified expressly by the TASK ORDER.

This Agreement consists of this document together with Attachment “A” – TASK ORDER FORM and Attachment “B” – Terms and Conditions. This Agreement between the CLIENT and CONSULTANT supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written.

CLIENT

LOCHMUELLER GROUP, INC.  
18B EAST MAIN, SUITE 100  
BELLEVILLE, IL 62220

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

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

Honorable Patty Gregory, Mayor  
Print Name and Title

Marsia Geldert-Murphy, P.E.,  
Print Name and Title



## TASK ORDER No. 2

In accordance with the Master Services Agreement between the City of Belleville, IL, (CLIENT), and Lochmueller Group, Inc. (CONSULTANT), dated this \_\_\_\_ day of \_\_\_\_\_ 2021, this TASK ORDER, is the written authorization to the CONSULTANT to provide the services described herein, in accordance with the attached schedule, and fee.

SCOPE OF SERVICES: The TASK scope of services shall be as described in Section "A" of this TASK ORDER. CONSULTANT shall furnish all labor, materials, supplies, equipment, supervision and services necessary for and incident to the performance of the TASK. CONSULTANT represents that it has thoroughly reviewed the TASK and the Master Services Agreement and that it accepts the TASK and the conditions under which the TASK is to be performed.

CLIENT RESPONSIBILITIES: The CLIENT responsibilities shall be as set forth in Section "B" of this TASK ORDER.

SCHEDULE: The Schedule shall be set forth in Section "C" of this TASK ORDER.

PAYMENT TERMS: Payments to the CONSULTANT shall be as described in Section "D" of this TASK ORDER.

TERMS AND CONDITIONS: The terms and conditions of the Master Services Agreement referenced above shall apply to this TASK ORDER. This TASK ORDER also incorporates all of the terms and conditions required to be included in it by the Master Services Agreement.

CLIENT

LOCHMUELLER GROUP, INC.  
18B EAST MAIN, SUITE 100  
BELLEVILLE, IL 62220

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

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

Honorable Patty Gregory, Mayor  
Print Name and Title

Marsia Geldert-Murphy, P.E.,  
Print Name and Title

# ATTACHMENT "A"

## SECTION "A" – SCOPE OF SERVICES

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## SECTION "B" – CLIENT RESPONSIBILITIES

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## SECTION "C" – SCHEDULE

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All services shall be completed on a set timeframe agreed by the CLIENT and the CONSULTANT.

## SECTION "D" – PAYMENTS TERMS

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CLIENT will pay the CONSULTANT a fee of \$175.00 per hour for services rendered as Senior Project Engineer in the attached schedule. This contract will be set at not to exceed \$8,000.00 unless approved by City Council.

## ATTACHMENT "B" TERMS AND CONDITIONS

### 1.0 WORK OFFICE

CONSULTANT shall perform the Services at its offices or at such other locations as may be necessary or appropriate.

### 2.0 RESERVED

### 3.0 STANDARDS OF PERFORMANCE

3.1 The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the respective profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services.

3.2 CONSULTANT shall be responsible for the technical accuracy of its Services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any deficiencies CLIENT discovers without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

3.3 CONSULTANT shall perform or furnish professional services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as CLIENT's prime professional for the Project. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the Services. CONSULTANT shall not be required to employ any subconsultants unacceptable to CONSULTANT.

3.4 CONSULTANT and CLIENT shall comply with applicable laws or regulations and Client-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to CONSULTANT's scope of services, time of performance, or compensation.

3.5 CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

3.6 CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT's signing any such certification.

3.7 CONSULTANT shall not be responsible for the acts or omissions of any contractor(s), subcontractor or supplier, or any of the contractor's agents or employees or any other persons (except CONSULTANT's own employees) at the site or otherwise furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of any contract for construction, general conditions, supplemental conditions, change orders, and related documents (the "Contract Documents") given by CLIENT without consultation and advice of CONSULTANT.

3.8 All opinions of probable construction cost to be provided by CONSULTANT shall represent the best judgement of CONSULTANT based upon the information currently available and upon CONSULTANT's background and experience with respect to projects of this nature. It is recognized, however, that neither CONSULTANT nor the CLIENT has control over the cost of labor, materials or equipment, over contractor's method of determining cost of services, or over competitive bidding, market or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

#### 4.0 AUTHORIZED PROJECT REPRESENTATIVES

Contemporaneous with the execution of this agreement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT's and CLIENT's representatives with respect to the Services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

#### 5.0 OWNERSHIP OF DOCUMENTS

The CLIENT acknowledges the CONSULTANT's documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of CONSULTANT's and the CONSULTANT's instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of the CLIENT upon completion of the services and payment in full of all monies due to CONSULTANT. During the performance of the Services herein provided for, CONSULTANT shall be responsible for any loss or damage to the documents which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the Services shall be available to CLIENT. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees

and subconsultants (collectively, "CONSULTANT") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising from, or allegedly arising from or in any way connected with, the unauthorized reuse or modification of the documents by CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of CONSULTANT.

Under no circumstances shall the transfer of ownership of CONSULTANT's drawings, specifications, electronic files or other instruments of service be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of CONSULTANT's copyrights in any of the foregoing, full ownership of which shall remain with CONSULTANT, absent CONSULTANT's express prior written consent.

#### 6.0 ELECTRONIC MEDIA

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. CLIENT agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

#### 7.0 ACCESS TO RECORDS

CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the CLIENT and copies thereof shall be furnished if requested.

#### 8.0 COMPLIANCE WITH STATE AND OTHER LAWS

CONSULTANT shall exercise usual and customary professional care to comply with all federal, state, and local laws, ordinances, and regulations applicable to the services being provided under this Agreement, including Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 S.S.C. 12101, et seq.). If the fees to be paid for the services being provided under this Agreement exceed \$5,000.00, CONSULTANT shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program, and shall provide verification through an affidavit that states that CONSULTANT:

8.1 Does not knowingly employ any person who is an unauthorized alien in connection with the Agreement, and

8.2 Is enrolled in a federal work authorization program

The affidavit shall contain the notarized signature of the registered agent, legal representative, or corporate officer of CONSULTANT.

#### 9.0 ALLOCATION OF RISKS – INDEMNIFICATION

9.1 To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and

against any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and its subconsultants in the performance and furnishing of CONSULTANT's services under this Agreement.

- 9.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees and CONSULTANT's subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
- 9.3 To the fullest extent permitted by law, CONSULTANT's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals and shall not exceed the appropriate insurance coverage limits set forth under Item 13.0 of Section V of this Agreement.
- 9.4 In addition to the indemnity provided under Paragraph 9.2 above, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT's consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the presence at the site of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (42 USC Sec. 6903) or radioactive materials (42 USC Sec. 2011) in such quantities or circumstances that may represent a substantial danger to persons or property exposed thereto in connection with the Work (the "Hazardous Environmental Condition"), provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph 9.4 shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

9.5 CONSULTANT shall not be responsible for the means, methods and techniques of any construction contractor in the prosecution of its work on a project for which CONSULTANT provides services, nor for the construction contractor(s)' and their subcontractor's safety programs, training or compliance with safety requirements of any federal or state agency.

9.6 Notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT's officers, directors, shareholders, partners, employees or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CONSULTANT's performance or non-performance of the Agreement. CLIENT will look solely to CONSULTANT for its remedy for any claim arising out of or related to this Agreement.

#### 10.0 RESERVED

#### 11.0 STATUS OF CLAIMS

CONSULTANT shall be responsible for keeping the CLIENT currently advised as to the status of any claims made for damages against CONSULTANT which are known resulting from services performed under this Agreement. CONSULTANT shall send notice of claims related to Services under this Agreement to CLIENT within thirty (30) days.

#### 12.0 DISPUTE RESOLUTION - JURISDICTION AND VENUE

If disputes arise between CLIENT and CONSULTANT during the course of the Project, or following completion of the Project, which are not resolved within three (3) weeks after a demand for direct negotiation, the parties agree that all disputes between them arising out or relating to this Agreement or the Project shall be submitted to non-binding mediation, unless the parties mutually agree otherwise, with mediation conducted in a location mutually agreed upon by all parties. If the parties do not agree on a mediator within ten (10) days after demand for mediation, either party may request the American Arbitration Association to appoint a mediator who shall be an attorney having substantial experience in construction law issues. If the mediator is unable to facilitate a settlement of disputes within forty-five (45) days of his/her appointment, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief through litigation. Any such litigation shall be resolved without the assistance of a jury, and each party hereby waives trial by jury in any claim whether in Agreement or tort, at law or in equity, arising out of or in any way related to this Agreement. If the parties are not able to settle the dispute through mediation, then it is understood that both parties hereto agree and consent to the exercise of jurisdiction over any matter or dispute arising in connection with this Agreement in a state court sitting in the state and county in which the project resides.

#### 13.0 WORKER'S COMPENSATION AND LIABILITY INSURANCE

CONSULTANT shall procure and maintain, until final payment by CLIENT for the Services

covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Missouri covering all operations under this Agreement whether performed by it or by its subcontractor. CONSULTANT shall furnish a certificate or certificates in a form satisfactory to CLIENT, showing that this section has been complied with. During the term of this Agreement, CONSULTANT shall furnish CLIENT with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the CLIENT. In the event that such written notice of change or cancellation is given, CLIENT may, at its option, terminate this Agreement and no further compensation shall, in such case, be made to CONSULTANT.

The kinds and amounts of insurance required are as follows:

- 13.1 Policy covering the obligations of CONSULTANT in accordance with the provisions of the Worker's Compensation law. This Agreement shall be void and of no effect unless CONSULTANT procures such policy and maintains it until acceptance of the Services.
- 13.2 Commercial General Liability Insurance (naming the CLIENT as an additional insured) with limits of liability to be not less than \$1,000,000 per occurrence, including bodily injury and property damage, and not less than \$2,000,000 aggregate.
- 13.3 Commercial Automobile Liability Insurance, including hired or non-owned vehicles with limits of liability of not less than \$1,000,000 for each accident.
- 13.4 Professional Liability Insurance in the amount of at least \$1,000,000 per claim and aggregate.

#### 14.0 CHANGES IN THE SERVICES

In the event the CLIENT requires a change in the Services, after the Services have progressed as directed by the CLIENT, adjustments in compensation to CONSULTANT, and in time for performance of the Services as modified, shall be determined by the CLIENT in consultation with CONSULTANT and CONSULTANT shall not commence the change of scope of the Services until an amendment to this agreement is executed and CONSULTANT is authorized to proceed with the changes of scope in writing by the CLIENT.

#### 15.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the services of this Agreement are terminated, CONSULTANT shall, upon final payment of compensation due to the CONSULTANT, deliver to the CLIENT all data, reports, drawings, specifications and estimates completed or partially completed

and these shall become the property of the CLIENT. The earned value of the Services performed shall be based upon an estimate of the portions of the total services as have been rendered by CONSULTANT to the date of termination and which estimate shall be as made by the CLIENT in consultation with CONSULTANT for all Services to be paid for on a lump sum basis.

16.0 RESERVED

17.0 SUCCESSORS AND ASSIGNEES

The CLIENT, insofar as authorized by law, binds itself and its successors, and CONSULTANT binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Neither party may assign this Agreement, or any right, interests, claim, chose in action, defense or privilege under this Agreement without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

18.0 ENTIRE AGREEMENT – AMENDMENTS

This Agreement, together with the Appendices attached hereto, constitutes the entire agreement between the parties. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

19.0 NON-WAIVER

It is agreed and acknowledged that no action or failure to act by CLIENT or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

20.0 DURATION OF AGREEMENT

If the basic Services covered in this Agreement have not been completed in accordance with the Schedule set forth in Appendix “C” of this Agreement, through no fault of CONSULTANT, extension of CONSULTANT’s services beyond that time shall be revised, through mutual agreement, to include compensation for inflationary adjustments.

21.0 FORCE MAJEURE

Neither party to this Agreement shall be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather

conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

## 22.0 HAZARDOUS ENVIRONMENTAL CONDITION

22.1 CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.

22.2 CLIENT has disclosed to the best of its knowledge to CONSULTANT the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Site, including type, quantity and location.

22.3 If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable laws and regulations, appropriate governmental officials.

22.4 If CONSULTANT's scope of services does not include any services related to a Hazardous Environmental Condition and in the event CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition, and (ii) warrants that the Site is in full compliance with applicable laws and regulations.

22.5 CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.

22.6 If CONSULTANT's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify CONSULTANT's terminating this Agreement for cause on thirty (30) day notice.

## 23.0 RESERVED

## 24.0 GOVERNING LAW

Where permitted by law, this Agreement shall be interpreted and enforced according to the laws of the State of which the project resides, without resort to its conflict of laws rules.

## 25.0 RESERVED

## 26.0 INDEPENDENT CONTRACTOR STATUS

During the entire term of this Agreement, CONSULTANT shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or

represent themselves to be, employees of the CLIENT.

27.0 SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

28.0 HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

29.0 NON-COLLUSION

The above-signed attests, subject by the penalties for perjury, that it is the contract party, or that it is the representative, agent, member or officer of CONSULTANT, that it has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly, to the best of its knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that it has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

DRAFT

# Proposal

*"Our Goal Is To Be The Best In QUALITY, SAFETY & SERVICE."*

5825 W. STATE RTE. 161  
BELLEVILLE, IL 62223



PHONE (618) 398-5556  
FAX (618) 398-2729  
www.hanksel.com

"Contractor"

PROPOSAL SUBMITTED TO "Owner" <b>City of Belleville</b>	PHONE <b>(618) 257-7649</b>	CELL <b>(618) 779-1196</b>	DATE <b>10/14/2021</b>
STREET <b>407 E. Lincoln Street</b>	JOB NAME <b>Furnish &amp; Install Bollards</b>		
CITY, STATE AND ZIP CODE <b>Belleville, IL 62220</b>	JOB LOCATION <b>18 East Main - Belleville, IL</b>		
ATTENTION <b>Jason Poole</b>	E-MAIL <a href="mailto:jpoole@belleville.net">jpoole@belleville.net</a>	PROPOSAL PREPARED BY <b>HHR / KH</b>	

**THIS PROPOSAL INCLUDES...**

- 1 Core drill sidewalk surfacing at 14" diameter and excavate footing by means of hydro excavation to a depth of 3'.
- 2 Furnish and install 6' long 6" schedule 40 steel bollards powder coated black with tap on dome caps - 6 Each.
- 3 Fill foundation and center of bollards with concrete.
- 4 Clean up site and touch up and bollards as needed.
- 5 Traffic control is not included.
- 6 Owner to assist in layout of bollards.
- 7 Bollards to be install behind curb in sidewalk.

**TOTAL COST: LABOR, EQUIPMENT AND MATERIAL..... \$7,750.00**

The Owner shall hold harmless the Contractor and its employees, agents and subcontractors from and against all claims, damages, loss or expenses arising out of or resulting from any incident or occurrence that is not under the direct control, supervision, care or custody of the Contractor. The Owner agrees to pay attorney fees of Contractor if Owner fails to timely pay any amounts due under this proposal.

Contractor proposes hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:  
*Seven Thousand, Seven Hundred Fifty and 00/100*----- dollars ( **\$7,750.00** ).

Payment to be made as follows:

**TERMS: NET 30 DAYS, INTEREST AT 1 1/2% PER MONTH ACCRUES ON UNPAID BALANCE AFTER FIRST 30 DAYS.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of or deviation from above specifications involving extra costs will be executed *only* upon written orders, and will become an extra charge over and above the estimate. Contractor's performance contingent upon strikes, accidents or delays beyond our control. Owner to carry general liability, fire, tornado and other necessary insurance. Contractor's workers are fully covered by Workmen's Compensation Insurance. Additional Insured and Waiver of Subrogation available upon written request.

Authorized  
Signature

*Henry H. Rohwedder, President*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal:** The above prices, specifications, terms, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Print Name: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

**"WE APPRECIATE YOUR BUSINESS"**

# Proposal

*"Our Goal Is To Be The Best In QUALITY, SAFETY & SERVICE."*

5825 W. STATE RTE. 161  
BELLEVILLE, IL 62223



PHONE (618) 398-5556  
FAX (618) 398-2729  
www.hanksel.com

"Contractor"

PROPOSAL SUBMITTED TO "Owner" <b>City of Belleville</b>	PHONE <b>(618) 257-7649</b>	CELL <b>(618) 779-1196</b>	DATE <b>10/19/2021</b>
		FAX <b>(618) 355-4260</b>	
STREET <b>407 E. Lincoln Street</b>	JOB NAME <b>Furnish &amp; Install Bollards</b>		
CITY, STATE AND ZIP CODE <b>Belleville, IL 62220</b>	JOB LOCATION <b>113/115 East Main - Belleville, IL</b>		
ATTENTION <b>Jason Poole</b>	E-MAIL <a href="mailto:jpoole@belleville.net">jpoole@belleville.net</a>	PROPOSAL PREPARED BY <b>HHR / KH</b>	

**THIS PROPOSAL INCLUDES...**

**All Non-Removable 6" Steel Bollards**

- 1 Core drill sidewalk surfacing at 14" diameter and excavate footing by means of hydro excavation to a depth of 3'.
- 2 Furnish and install 6' long 6" schedule 40 steel bollards powder coated black with tap on dome caps - 15 Each.
- 3 Fill foundation and center of bollards with concrete.
- 4 Clean up site and touch up bollards as needed.
- 5 Traffic control is not included.
- 6 Owner to assist in layout of bollards.
- 7 Bollards to be install behind curb in sidewalk at and around bump out.

**TOTAL COST: LABOR, EQUIPMENT AND MATERIAL.....\$16,500.00**

The Owner shall hold harmless the Contractor and its employees, agents and subcontractors from and against all claims, damages, loss or expenses arising out of or resulting from any incident or occurrence that is not under the direct control, supervision, care or custody of the Contractor. The Owner agrees to pay attorney fees of Contractor if Owner fails to timely pay any amounts due under this proposal.

Contractor proposes hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:  
*Sixteen Thousand, Five Hundred and 00/100*----- dollars ( \$16,500.00 ).

Payment to be made as follows:

**TERMS: NET 30 DAYS, INTEREST AT 1 1/2% PER MONTH ACCRUES ON UNPAID BALANCE AFTER FIRST 30 DAYS.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of or deviation from above specifications involving extra costs will be executed *only* upon written orders, and will become an extra charge over and above the estimate. Contractor's performance contingent upon strikes, accidents or delays beyond our control. Owner to carry general liability, fire, tornado and other necessary insurance. Contractor's workers are fully covered by Workmen's Compensation Insurance. Additional Insured and Waiver of Subrogation available upon written request.

Authorized Signature

Henry H. Rohwedder, President

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal:** The above prices, specifications, terms, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Print Name: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

**"WE APPRECIATE YOUR BUSINESS"**



Bid Date: 10/07/21  
 Time: 10:00 AM  
 Project: 22 Concrete Patch

Route: CITY STREETS  
 County: ST. CLAIR  
 Local Agency: CITY OF BELLEVILLE  
 Section: 22-00000-08-GM

Name and Address of Bidders	Hanks Excavating 5825 W. State Rt 161 Belleville, IL 62223 618-398-5847	Keller Construction, Inc. 22 Illini Dr. Glen Carbon, IL 62034 618-779-3640	Fournie Contracting Co, Inc. 2700 S Belt West Belleville, IL 62226 618-233-7286	Keeley & Sons, Inc 6303 Collinsville Road East St. Louis, IL 62201 618-271-7470	Baxmeyer Construction, Inc. 1034 Floraville Road Waterloo, IL 62298 618-939-3000
Approved Engineers Estimate					

Attended By: Sal Elkott, P.E.

Item	Unit	Quantity	Unit Price	Price										
Class B Patch, SPC TII 8 IN	SQYD	106.50	\$220.00	\$23,430.00	\$153.00	\$16,294.50	\$228.00	\$24,282.00	\$192.00	\$20,448.00	\$224.80	\$23,941.20	\$330.00	\$35,145.00
Class B Patch, SPC TIII 8 IN	SQYD	25.40	\$200.00	\$5,080.00	\$153.00	\$3,886.20	\$177.00	\$4,495.80	\$192.00	\$4,876.80	\$224.80	\$5,709.92	\$299.00	\$7,594.60
Class B Patch, SPC TIV 8 IN	SQYD	680.50	\$165.00	\$112,282.50	\$153.00	\$104,116.50	\$164.00	\$111,602.00	\$192.00	\$130,656.00	\$224.80	\$152,976.40	\$211.00	\$143,585.50
Tie Bar Credit	EACH	25.00	-\$8.00	-\$200.00	-\$8.00	-\$200.00	-\$8.00	-\$200.00	-\$8.00	-\$200.00	-\$8.00	-\$200.00	-\$8.00	-\$200.00
Dowel Bar Credit	EACH	25.00	-\$10.00	-\$250.00	-\$10.00	-\$250.00	-\$10.00	-\$250.00	-\$10.00	-\$250.00	-\$10.00	-\$250.00	-\$10.00	-\$250.00

**Total:** \$140,342.50 \$123,847.20 \$139,929.80 \$155,530.80 \$182,177.52 \$185,875.10

**Low Bid = \$123,847.20**  
**Low Bidder = Hank's Excavating**

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Belleville

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and City of Belleville (Grantee), with its principal office at 101 S ILLINOIS ST, Belleville, IL 62220-2105, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

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

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed \$500,000.00 of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program

Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758. The State Award Identification Number is 1758-29896.

1.4. Term. This Agreement shall be effective on **06/01/2021** and shall expire on **05/31/2023**, unless terminated pursuant to this Agreement.

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

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

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

**CITY OF BELLEVILLE**

By: \_\_\_\_\_  
Signature of Sylvia I. Garcia, Acting Director

By: \_\_\_\_\_  
Signature of Authorized Representative

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

By: \_\_\_\_\_  
Signature of Designee

Printed Name: Patty Gregory

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

Printed Title: Mayor

Printed Name: \_\_\_\_\_

Email: pgregory@belleville.net

Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature of First Other Approver, if Applicable

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

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Other Approver

By: \_\_\_\_\_  
Signature of Second Other Approver, if Applicable

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

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Other Approver

\_\_\_\_\_

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

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

**ARTICLE III  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

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

“GOMB” means the Illinois Governor’s Office of Management and Budget.

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

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

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

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

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

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

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

“Nonprofit Organization” has the same meaning as in 2 CFR 200.1.

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

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

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

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

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

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

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

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

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

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

“State” means the State of Illinois.

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

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

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

#### ARTICLE IV PAYMENT

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

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

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

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

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be

State of Illinois

deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.7. **Interest.**

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

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

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

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

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

**ARTICLE V**  
**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide

State of Illinois

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

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

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

## ARTICLE VI BUDGET

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

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

6.3. **Discretionary and Non-discretionary Line Item Transfers.** Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

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

## ARTICLE VII ALLOWABLE COSTS

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

7.2. **Indirect Cost Rate Submission.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII REQUIRED CERTIFICATIONS

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

- (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- (d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).
- (e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- (f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- (g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- (i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- (j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).
- (k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).
- (l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

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

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

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

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

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

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

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

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

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

## ARTICLE IX

## CRIMINAL DISCLOSURE

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

## ARTICLE X UNLAWFUL DISCRIMINATION

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

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

## ARTICLE XI LOBBYING

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

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

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set

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forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

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

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

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

**ARTICLE XIII  
FINANCIAL REPORTING REQUIREMENTS**

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

13.2. Close-out Reports.

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

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

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

**ARTICLE XIV  
PERFORMANCE REPORTING REQUIREMENTS**

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

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

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

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

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

#### ARTICLE XV AUDIT REQUIREMENTS

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

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

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

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

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

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

15.3. Audit Requirements.

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

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

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

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

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

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

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

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

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

## **ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE**

### **16.1. Termination.**

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

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

(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;

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and

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

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

## ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

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

## ARTICLE XVIII NOTICE OF CHANGE

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

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

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

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

Grantee's ability to perform under this Agreement.

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

#### ARTICLE XIX STRUCTURAL REORGANIZATION

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

#### ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

#### ARTICLE XXI CONFLICT OF INTEREST

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

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

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

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

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

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

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

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

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

**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XXIV  
INSURANCE**

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

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

**ARTICLE XXV  
LAWSUITS**

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

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

**ARTICLE XXVI  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

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

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

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

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**EXHIBIT A**

**PROJECT DESCRIPTION**

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

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

The purpose of this authority is as follows:

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

**PROJECT DESCRIPTION:**

The Grantee is a governmental entity providing services to the residents of Belleville in St. Clair County.

As part of a beautification project, Grant funds will be used for all costs associated with the Grantee's Round One demolition of derelict and abandoned properties to spur redevelopment of residential and commercial parcels. Structures, basements/slabs/foundations, outbuildings, dead trees, sidewalks, asphalt, bollards, railroad ties, fences, cinderblocks, pools, and debris will be removed on approximately twenty beyond-repair properties for which the Grantee has either a judgement order from the Circuit Court of the Twentieth Judicial Circuit of St. Claire County or owns the property. Demolition costs will include bondable items such as: asbestos surveys and subsequent asbestos removal costs; final inspection of the properties by Grantee staff; the erection of silt fences to prevent runoff and erosion on properties requiring it; demolition via backhoes and other excavation equipment; haul away via tractor trailers and dump trucks per federal and state laws for asbestos containing materials; clean fill of any depressions; grading of the topsoil and seeding for future development of the sites.

Specifically, Grant funds will include all "excavation/site prep/demo" costs associated with the utilization of excavation equipment and specialized labor necessary to take pre-demolition erosion-control measures and to subsequently demolish and remove bondable items such as: structures, trees, sidewalks, asphalt, pools, slabs, cinderblocks, railroad ties, bollards, fences, assorted debris; the disposal of asbestos; debris hauling; and post demolition work to include the purchase and installation of backfill, topsoil, grading, and seeding.

The public will benefit from this project by the removal of unsightly and derelict properties, through increased property values, a safer community and increased public health.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

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

**EXHIBIT C**

**PAYMENT**

Grantee shall receive \$500,000.00 under this Agreement.

Enter specific terms of payment here:

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

Reimbursement

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

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

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

**GRANTOR CONTACT**

Name: Nicole Joerger  
Title: Grant Manager  
Address: 500 E Monroe St  
Springfield, IL 62701  
Phone: 217-785-9966  
TTY#: (800) 785-6055  
Fax#: N/A  
Email Address: Nicole.Joerger@illinois.gov

**GRANTEE CONTACT**

Name: Eric Schauster  
Title: Grants Coordinator  
Address: 101 S ILLINOIS ST  
Belleville, IL 62220-2105  
Phone: 618-233-6810  
TTY#: N/A  
Fax#: N/A  
Email Address: eschauster@belleville.net  
Additional Information:

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

Authorized Designee: Eric Schauster  
Authorized Designee Title: Grants Coordinator  
Authorized Designee Phone: 618-233-6810 x249  
Authorized Designee Email: eschauster@belleville.net

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

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

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

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

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

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

Email: [externalauditunit@illinois.gov](mailto:externalauditunit@illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

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

Address: 500 E Monroe St  
Springfield, IL 62701

**EXHIBIT E**

**PERFORMANCE MEASURES**

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

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

**EXHIBIT F**

**PERFORMANCE STANDARDS**

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

**EXHIBIT G**

**SPECIFIC CONDITIONS**

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

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.302:

ICQ Section:	06 - Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Timeframe:	When corrective action is complete.

There were no conditions resulting from the Programmatic Risk Assessment.

**PART TWO – THE GRANTOR-SPECIFIC TERMS**

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

**ARTICLE XXVII  
AUTHORIZED SIGNATORY**

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

**ARTICLE XXVIII  
ADDITIONAL AUDIT PROVISIONS**

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

**ARTICLE XXIX  
ADDITIONAL MONITORING PROVISIONS**

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

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

**ARTICLE XXX  
ADDITIONAL INTEREST PROVISIONS**

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.7 of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.3 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.3 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXXI  
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXXII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

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

#### ARTICLE XXXIII

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

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

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

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

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

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

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

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

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

#### **ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS**

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

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

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

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

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

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

**ARTICLE XXXV  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

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

**ARTICLE XXXVI  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

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

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;

- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (i.e., closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

**ARTICLE XXXVII  
APPLICABLE STATUTES**

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

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

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

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

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

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

State of Illinois

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subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

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

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

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

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

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

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

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

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

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees

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

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

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

**ARTICLE XXXVIII  
ADDITIONAL MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE XXXIX  
ADDITIONAL REQUIRED CERTIFICATIONS**

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

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

39.2. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal

complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

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

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

**PART THREE – THE PROJECT-SPECIFIC TERMS**

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

**ARTICLE XL  
REPORT DELIVERABLE SCHEDULE**

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

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

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

**November 2021**

- Monthly Periodic Financial Report (11/30/2021) - Covering Period of 06/01/2021 - 10/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (11/30/2021) - Covering Period of 06/01/2021 - 10/31/2021; Send To: Grant Manager

**December 2021**

- Monthly Periodic Financial Report (12/30/2021) - Covering Period of 11/01/2021 - 11/30/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (12/30/2021) - Covering Period of 11/01/2021 - 11/30/2021; Send To: Grant Manager

**January 2022**

- Monthly Periodic Financial Report (01/31/2022) - Covering Period of 12/01/2021 - 12/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (01/31/2022) - Covering Period of 12/01/2021 - 12/31/2021; Send To: Grant Manager

**March 2022**

- Monthly Periodic Financial Report (03/02/2022) - Covering Period of 01/01/2022 - 01/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (03/02/2022) - Covering Period of 01/01/2022 - 01/31/2022; Send To: Grant Manager
- Monthly Periodic Financial Report (03/30/2022) - Covering Period of 02/01/2022 - 02/28/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (03/30/2022) - Covering Period of 02/01/2022 - 02/28/2022; Send To: Grant Manager

**May 2022**

- Monthly Periodic Financial Report (05/02/2022) - Covering Period of 03/01/2022 - 03/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (05/02/2022) - Covering Period of 03/01/2022 - 03/31/2022; Send To: Grant Manager
- Monthly Periodic Financial Report (05/30/2022) - Covering Period of 04/01/2022 - 04/30/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (05/30/2022) - Covering Period of 04/01/2022 - 04/30/2022; Send To: Grant Manager

**June 2022**

- Monthly Periodic Financial Report (06/30/2022) - Covering Period of 05/01/2022 - 05/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (06/30/2022) - Covering Period of 05/01/2022 - 05/31/2022; Send To: Grant Manager

**August 2022**

- Monthly Periodic Financial Report (08/01/2022) - Covering Period of 06/01/2022 - 06/30/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (08/01/2022) - Covering Period of 06/01/2022 - 06/30/2022; Send To: Grant Manager
- Monthly Periodic Financial Report (08/30/2022) - Covering Period of 07/01/2022 - 07/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (08/30/2022) - Covering Period of 07/01/2022 - 07/31/2022; Send To: Grant Manager

**September 2022**

- Monthly Periodic Financial Report (09/30/2022) - Covering Period of 08/01/2022 - 08/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (09/30/2022) - Covering Period of 08/01/2022 - 08/31/2022; Send To: Grant Manager

**October 2022**

- Monthly Periodic Financial Report (10/31/2022) - Covering Period of 09/01/2022 - 09/30/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (10/31/2022) - Covering Period of 09/01/2022 - 09/30/2022; Send To: Grant Manager

**November 2022**

- Monthly Periodic Financial Report (11/30/2022) - Covering Period of 10/01/2022 - 10/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (11/30/2022) - Covering Period of 10/01/2022 - 10/31/2022; Send To: Grant Manager

**December 2022**

- Monthly Periodic Financial Report (12/30/2022) - Covering Period of 11/01/2022 - 11/30/2022; Send To: Grant Manager

- Monthly Periodic Performance Report (12/30/2022) - Covering Period of 11/01/2022 - 11/30/2022; Send To: Grant Manager

**January 2023**

- Monthly Periodic Financial Report (01/30/2023) - Covering Period of 12/01/2022 - 12/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (01/30/2023) - Covering Period of 12/01/2022 - 12/31/2022; Send To: Grant Manager

**March 2023**

- Monthly Periodic Financial Report (03/02/2023) - Covering Period of 01/01/2023 - 01/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (03/02/2023) - Covering Period of 01/01/2023 - 01/31/2023; Send To: Grant Manager
- Monthly Periodic Financial Report (03/30/2023) - Covering Period of 02/01/2023 - 02/28/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (03/30/2023) - Covering Period of 02/01/2023 - 02/28/2023; Send To: Grant Manager

**May 2023**

- Monthly Periodic Financial Report (05/01/2023) - Covering Period of 03/01/2023 - 03/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (05/01/2023) - Covering Period of 03/01/2023 - 03/31/2023; Send To: Grant Manager
- Monthly Periodic Financial Report (05/30/2023) - Covering Period of 04/01/2023 - 04/30/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (05/30/2023) - Covering Period of 04/01/2023 - 04/30/2023; Send To: Grant Manager

**June 2023**

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

**July 2023**

- End of grant Closeout Financial Report (07/31/2023) - Covering Period of 06/01/2021 - 05/31/2023; Send To: Grant Manager
- End of grant Closeout Performance Report (07/31/2023) - Covering Period of 06/01/2021 - 05/31/2023; Send To: Grant Manager

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

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

**ARTICLE XLI  
GRANT-SPECIFIC TERMS/CONDITIONS**

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

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

41.3. Projects Requiring External Sign-offs.

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

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

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

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

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

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

a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

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

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

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

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

41.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined

State of Illinois

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

**ARTICLE XLII**  
**BOND FUNDED GENERAL GRANT PROVISIONS**

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

ORDINANCE NO. 8997-2021

**AN ORDINANCE AMENDING TITLE XIII (GENERAL OFFENSES),  
CHAPTER 130 (OFFENSES AGAINST PUBLIC PEACE AND SAFETY) OF THE  
REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS  
AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

**Section 1.** That Chapter 130 (Offenses Against Public Peace and Safety), Section 130.01 (Unlawful Assembly) is hereby amended as follows:

Ordinance replaced in its entirety with the following language:

- (A) A person commits Unlawful Assembly when two or more persons assemble:
  - (1) With intent to commit any unlawful act by force; or
  - (2) With intent to carry out any purpose in such manner as will disturb or threaten the public peace; or
  - (3) Without unlawful purpose, but the participants so conduct themselves in a disorderly manner as to disturb or threaten the public peace.
- (B) No person or group of persons shall hold a demonstration, protest, march, parade, or picket within the confines of any City of Belleville festival, picnic, carnival or fair:
  - (1) The Chief of Police or designee shall convey Time, Place and Manner restrictions to any organizer of a demonstration, protest, march, parade, or picket after a written request is made to the Chief of Police by the organizer.
  - (2) All restrictions made by Chief of Police or Designee will be content neutral, narrowly tailored and will provide open, ample alternate channels for communicating the speaker's message to reach their intended audience.
- (C) No person shall fail to obey a lawful order of dispersal by a person known by him or her to be a peace officer under circumstances where an Unlawful Assembly has been declared.
- (D) Upon observation of an Unlawful Assembly, a sworn peace officer may issue a warning to the gathering or assembly that it constitutes an Unlawful Assembly and is required to disperse. The reasonable attempt to provide such a verbal order to disperse. The

reasonable attempt to provide such a verbal order to disperse is a condition precedent to a violation of this section.

**Section 2.** That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

**Section 3.** Any person violating this Ordinance shall be subject to the penalties of Title XIII (General Offenses), Chapter 130 (Offenses Against Public Peace and Safety), Section 130.99 (Penalty).

**Section 4.** This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet, all as provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, on this 1st day of November 2021 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Nora Sullivan	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 2nd day of November 2021.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 8998-2021

**AN ORDINANCE AMENDING TITLE XV (LAND USAGE),  
CHAPTER 154 (PROPERTY MAINTENANCE CODE) OF THE REVISED  
ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS  
AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

**Section 1.** That Chapter 154 (Property Maintenance Code), Sections 154.40 (Purpose), 154.41 (Crime-Free Housing Committee), 154.45 (Definitions), and 154.46 (Rental Property Registration Form), are hereby amended as follows:

Reference to the "Residential and Commercial Development Services Department" is removed and reference to "Director of Health, Housing, and Building Department" is added throughout each section of Chapter 154, so that the ordinance reads:

**§ 154.40 PURPOSE.**

- (A) The goal of the city's Crime-Free Housing Program is to increase the quality of life of residents by partnering the city with owners, landlords and managing agents to decrease the incidence of public safety violations and criminal activity in rental properties.
- (B) This program will collect current and accurate information identifying existing rental properties, owners, landlords and managing agents in the city. This information shall be used by the Director of Health, Housing, and Building Department, Police Department and Fire Department to perform their respective duties.
- (C) It is the intent of this subchapter and it shall not be construed or enforced in any manner which would affect the tenancy of a tenant whose only involvement in an incident has been as the victim of a crime.

**§ 154.41 CRIME-FREE HOUSING COMMITTEE.**

- (A) The Crime-Free Housing Committee is established to evaluate and respond to concerns brought forward by the public, police, residents and tenants.
- (B) (1) The Mayor shall appoint the members of the Crime-Free Housing Committee and it shall consist of two owner-occupied homeowners, two landlords, two tenants, two City

Council members, one licensed real estate professional and one property manager; no two members shall be from the same company or entity.

(2) The Director of Health, Housing, and Building Department and Crime-Free Housing Enforcement Officers shall attend each meeting.

(3) The Committee shall meet at a minimum of two times per year at least six months apart or more often as needed to review progress and address concerns brought forth by interested parties.

(4) At each meeting, the Committees shall be given the most current crime statistics and an accounting of all funds received and expended pursuant to this subchapter.

## § 154.45 DEFINITIONS.

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

**CHIEF OF POLICE.** The Chief Law Enforcement Officer of the Department of Police of the city, or his or her designee, responsible for law enforcement and the investigation of complaints of violations with the provisions of this subchapter to ensure compliance with this subchapter.

**CITY.** The City of Belleville, Illinois, or, as appropriate, its employees, officers, agents, consultants or contractors acting under and within the scope of authority of the city to carry out and enforce the provisions of this subchapter.

**CERTIFICATE.** Crime-free housing certification certificate.

**DIRECTOR.** The Director of Health, Housing, and Building Department, or his or her authorized designee.

**DUPLEX.** A building with two rental units.

**LANDLORD.** The same as **MANAGING AGENT**.

**MANAGING AGENT.** One or more persons or business entities that have charge, care or control of a building in whole, or part thereof, in which rental units are maintained. **MANAGING AGENTS** are contractors of the owner, and can act on behalf of the owner as per the stipulations of their contract. If a **MANAGING AGENT** is appointed by an owner, the city will first contact the managing agent and then the owner regarding any issues or violations requiring attention.

**MULTI-FAMILY BUILDING.** A structure that contains three or more rental units.

**OCCUPANT(S).** The legal resident, or tenant, of a rental unit who enjoys the exclusive use of the rental unit as stipulated in the rental agreement.

**ORGANIZATION.** Includes a corporation, trust, estate, partnership, association or any other legal or commercial entity. The term shall not include a lessee who previously occupied a rental unit and who is subleasing the unit for the remaining part of his or her lease.

**OWNER.** One or more persons, jointly, severally or in common, or any organization, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.

**PROPERTY MAINTENANCE CODE.** The International Property Maintenance Code as adopted by the city, as amended.

**RENT.** Any payment made to or any consideration given to an owner, landlord or local agent pursuant to a rental agreement.

**RENTAL AGREEMENT.** All agreements, written or oral, concerning the right to use or occupy a rental unit for a specified period of time. It shall also include subleases.

**RENTAL PROPERTY.** A structure with one or more residential units, which are leased for occupancy. However, it does not include property excluded under § 154.42 of this chapter.

**RENTAL UNIT.** One or more rooms in a structure arranged, designed and used as a residence of living quarters by one or more persons who are not its owner(s), and contained within a rental property as defined herein. It includes single-family, multi-family, boarding house, duplexes, lodging house, mobile homes and trailers.

**SINGLE-FAMILY DWELLING.** A residential structure with one rental unit.

**TENANT.** The same as **OCCUPANT(S)**.

#### **§ 154.46 RENTAL PROPERTY REGISTRATION FORM.**

- (A) It shall be unlawful for any owner, landlord or managing agent, as defined herein, to lease or operate a rental property without first registering it with the Director of Health, Housing, and Building Department and complying with the provisions of this subchapter, together with other applicable codes and ordinances of the city.
- (B) (1) Within 30 days of any change of ownership of a rental property, the new owner shall re-register the property as such by completing the rental property registration form.  
(2) A change of ownership shall include any change in ownership rights, including execution of a contract for deed, whether recorded or not.
- (C) The registration of rental property(ies) shall expire on November 1 of each year, and must be renewed by October 31 of each year. The annual registration fee shall be \$30 per rental unit; provided, however, that such annual registration fee shall increase to \$60 per unit if not paid in full by November 15th.
- (D) No owner shall be allowed to register any property if the owner has outstanding fees, fines, liens or judgments due and owing to the city.
- (E) Registration may be denied by the city as provided in this subchapter. If registration is denied or revoked, the city shall notify the owner, landlord or managing agent as applicable, in writing, of the denial and the reasons therefor, and provide an opportunity to appeal the decision pursuant to this subchapter.

(F) Registration, or renewal thereof, shall not be allowed if the owner fails to comply with this and/or all other applicable city ordinances.

**Section 2.** That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet, all as provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, on this 1st day of November 2021 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Nora Sullivan	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 2nd day of November 2021.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

**ORDINANCE NO. 8999-2021**

**AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE),  
CHAPTER 76 (PARKING SCHEDULES) OF THE REVISED  
ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS  
AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

**Section 1.** That Chapter 76 (Parking Schedules), Schedule II (No Parking at Specified Times) is hereby amended by adding the following parking restriction thereunder:

*Location:* 200 Block Garden Blvd., East and West Sides, 220 ft. to the South of the Intersection of Carlyle Ave.

*Restriction:* No parking from 7:30 a.m. – 4:00 p.m. on school days

**Section 2.** That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

**Section 3.** Any person violating this Ordinance shall be subject to the penalties of Title VII (Traffic Code), Chapter 70 (General Provisions), Section 70.999 (Penalty).

**Section 4.** This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet, all as provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, on this 1st day of November, 2021 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____

Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Nora Sullivan	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 2nd day of November, 2021.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

SYS DATE:10/27/21

CITY OF BELLEVILLE  
C L A I M S H E E T

SYS TIME:12:23

DATE: 11/01/21

Monday November 01,2021

[NCS]  
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VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
2595	WISSEHR ELECTRIC, INC.	13-00	172.51
3411	ASPHALT SALES & PRODUCTS, INC.	13-00	900.38
4757	MORTON SALT, INC	13-00	31,867.27
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	65,925.45
FO010	FOURNIE CONTRACTING CO INC	13-00	8,386.50
	**TOTAL		107,252.11
13 MOTOR FUEL TAX FUND		GRAND TOTAL	107,252.11