



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

TUESDAY, JANUARY 16, 2024

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 ALDERPERSONS

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 recommend the appointment of Neil “Skip” MacEwen to serve the remainder of a term on the Zoning Board of Appeals expiring May 2024

8. APPROVAL OF MINUTES

8-A. Motion to approve City Council Meeting Minutes of January 2, 2024

9. CLAIMS, PAYROLL AND DISBURSEMENTS

9-A. Motion to approve claims and disbursements in the amount of **\$1,868,857.37** payroll in the amount of **\$985,927.62**

10. REPORTS

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

11-A. MOTIONS FROM **ADMINISTRATION**

- 11-A(1). Motion to approve a grant agreement with the IL Department of Commerce & Economic Opportunity for the Tourism Attraction & Festivals Grant Program in the amount of \$424,850.00 for the City Market Project
- 11-A(2). Motion to approve the amended Schedule of Fees for FY2023-2024

11-B. MOTIONS FROM **POLICE & FIRE COMMITTEE**

- 11-B(1). Motion to approve a recurring subscription with Power DMS “PlanIT Scheduling Software”, February 1, 2024 through January 1, 2025 in the amount of \$4,197.60
- 11-B(2). Motion authorizing the sale/conversion of a 2001 Ford E-350 (VIN: 37601), 2003 E-One Typhoon Pumper (VIN: 06607), miscellaneous Halogen Flood Lights and one 2023 TFT 4” Ball Intake Valve from the Fire Department
- 11-B(3). Motion to approve a contract with Vector Solutions Premium Software in the amount of \$7650.00 per year, March 1, 2024 through February 28, 2027 with the Fire Department

11-C. MOTION FROM **PARKS BOARD**

- 11-C(1). Motion to approve an agreement with TWM, Inc., in the amount of \$12,500.00 for survey and design services for restroom, concession and seating at Citizens Park upper diamond (TIF 3, MEPRD Grant)

11-D. MOTIONS FROM **ECONOMIC DEVELOPMENT & ANNEXATION**

11-D(1). Motion to approve a Development Agreement with Eye on Design, Inc. for façade improvements at 309 East Main Street

11-D(2). Motion to approve the Economic Development Strategic Plan

12. COMMUNICATIONS

12-A. **BIERSTACHELN FESTIVAL – 02/17/2024**

Request from Shoehorn Brewing to host the Bierstacheln Festival, Saturday, February 17, 2024, 12:00pm to 10:00pm. Street closure request: use of Paderborn Square and 2 parking spots on west side of North Church before alley (not to include ADA parking). Additional City services: picnic tables, cones and approval for fire pits following Fire Department guidelines

13. PETITIONS

14. RESOLUTIONS

14-A. **RESOLUTION 3496**

Resolution Authoring and Directing Application to the 2024 Surface Transportation Block Grant Program (STP) for the Purpose of Resurfacing West Main Street from 44th Street to 49th Street

15. ORDINANCES

15-A. **ORDINANCE 9236-2024**

A Zoning Ordinance in RE CASE #59-DEC23 – Beyond Living/Hillwood Trust

15-B. **ORDINANCE 9242-2024**

An Ordinance Authorizing Sale/Conversion of Personal Property (2001 Ford E-250, 2003 E-One Typhoon Pumper, Halogen Flood Lights and 2023 TFT 4” Ball Intake Valve – Belleville Fire Department)

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$20,616.30**

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)), and personnel, litigation, workers' compensation, property acquisition, transfer of property, (5 ILCS 120/2(c)).

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.

**CITY OF BELLEVILLE, ILLINOIS
COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
Monday, January 2, 2024 – 7:00 PM**

Mayor Gregory called this meeting to order at 7:00 p.m.

City Clerk Gain Meyer called roll. Members present on roll call: Alderperson Whitaker, Alderperson Schneider, Alderperson Duco, Alderperson Randle, Alderperson Ferguson, Alderperson Anthony, Alderperson Ovian, Alderperson Dintelman, Alderperson Schaefer, Alderperson Stiehl, Alderperson Rothweiler, Alderperson Elmore, Alderperson Weygandt, Alderperson Sullivan, Alderperson Osthoff.

Excused: Alderperson Eros

ROLL CALL DEPARTMENT HEADS

City Clerk Gain Meyer called roll of Department Heads: City Treasurer, Sarah Biermann; City Attorney Hoerner; Police Chief, Matt Eiskant; Fire Chief, Stephanie Mills; Finance Director, Jamie Maitret; Director of Public Works, Jason Poole; Asst. Director of Wastewater, Jay Godt; Library Director, Leander Spearman; Interim Director of IT, Ty Buckner; City Engineer, Scott Saeger; Director of Health, Housing & Building, Scott Tyler; Director of Economic Development, Planning & Zoning, Clifford Cross; Director of Maintenance, Mike Schaefer; Director of Recreation, Don LaChance.

Excused: Director of Wastewater, Randy Smith; Director of Human Resources, William Clay

PLEDGE

PUBLIC HEARING

None.

PUBLIC PARTICIPATION

Stewart Lannert: I will probably get in trouble for saying this, but the 1st and 2nd Amendment are on the chopping block, and I don't think Dr. Martin Luther King would be too proud of what is going on in this country today. (Inaudible) run around and say let's kill the Jews and no body can actually come out and say that that is wrong. (Inaudible) on West Main, that cost the City several million dollars to build a sewer line, water line out there and that shut down the business that cut down twenty-five acres of time that is habitat by all kinds of wildlife to build a solar farm, to me it is totally ridiculous when (inaudible) less than ten years and its green space in the environment and they want to chop down a bunch of trees for some half-baked scheme to put up a solar farm out there and I think, if I read it right, they want the people of Belleville to pay for this stuff and they may pay Belleville back, but as I was also a member of the Caseyville Gun Club out by Collinsville and some developer came out there and started bulldozing all of the place and screwed the gun club up thousands and thousands of dollars so they had to move it then to Scott Air Force Base to build their shooting range and Mark Kern spent a half million dollars of taxpayer money trying to shut the gun club down - - -

Mayor Gregory: Thank you, Stewart, I believe your time is over, would you please sit down. Thank you.

Edward Ulkus: 3 Cambridge Drive. I would like to comment on Section 11-E(6) of tonight's agenda the request for a Special Use Permit for a solar farm energy system at 9014 West Main Street. While I can understand the desire for City Officials to recover some of the cost of maintenance at Mount Hope Cemetery, I am extremely uncomfortable with bulldozing twenty-five acres of wildlife habitat in order to install a solar farm. It seems especially ironic that solar, which is routinely used, one element of carbon free energy future and as a means of slowing a recent global temperature that has already (inaudible) should also be the cause of the removal of another primary moderator of temperatures and carbon captures, specifically trees. These trees. I looked at the property just yesterday, I can say with reasonable assurance that the proposed aesthetic buffer, which according to the BND, would "allow people to visit the cemetery without knowing it was there" is laughable. Given that property exists downslope for most of the cemetery, the only way that could be accomplished would be by planting a screen of evergreens and giving normal growing rates, the effect would not be felt for decades. This is a bad idea, at least at this location. Having worked in the corporate world for a number of years, I have seen my fair share of bad ideas. I would ask that the members of the Council vote no on this request.

Clay Bertelsman: 2131 Llewellyn Road. I am also here for the solar farm; I was at the Zoning meeting as well. Our company, which is Ray LaFore Truck Service, which is a Belleville company, owns some ground right next to this, adjacent to it. My experience, I have been a part of several solar farms, building them, the most recent one is in East St. Louis, across from East St. Louis High School, that thing sits on roughly about twenty acres, they are also doing a phase II right now which is twenty-seven acres, that thing has come in with a price tag of almost twenty million dollars. I know the City of Belleville is looking at a two-million-dollar grant for this thing, but where everyone is talking about is twenty-five acres, that is where the solar farm is going to sit, but there is going to have to be a whole lot of access put in. The property is not conducive for this at all. It is absolutely atrocious for a solar farm. It is not the right property; I hope you vote no tonight.

Mayor Gregory: Mr. LaFore, I have a question, do you own, or do you lease the property that you just stated that was on?

Clay Bertelsman: First of all, I am not Ray LaFore, I am Clay Bertelsman. Both, we lease, we have a signed contract lease with the Catholic Diocese and Mount Carmel Cemetery, and we also own about forty acres.

Lisa Griffith: 3 Cambridge Drive. As a resident of Belleville Ward 3, I am expressing opposition to the City's proposal to purchase Mount Hope Cemetery and move twenty-five acres of trees and other wildlife cover in order to rent those acres for a solar farm which would allegedly resolve \$70,000-\$80,000 paid annually to the City. I agree totally with Clay Bertelsman, who owns the property in the City who said that the Belleville News Democrat that the solar farm proposal makes no sense due to the topography of the steep ravines, thick woods, and a natural creek. Particularly given that Belleville has plenty of flat, vacant property, that would be more suitable. Solar power is one method of producing electricity, but it should not be based on the destruction of twenty-five acres of trees and other wildlife cover. Instead, I would suggest that the City review opportunities of programs based in Illinois that would encourage and support preservation of the area with its stream and wetlands. (Inaudible) described by Illinois Department of Natural Resources and these suggestions include considering the effect of your actions on Illinois plants, animals and ecosystems and follow the National Parks Services "Leave No Trace" principals to minimize those impacts. Support all efforts that protect Illinois land and water and natural resources. This might include restoring and protecting wetlands, forest and native prairies or supporting efforts to decrease the amount of nitrogen fertilizer that gets into our waterways.

And support community efforts to make the natural area (inaudible). Strengthen activities to remove the non-native species help turn (inaudible) into community garden that feeds the neighborhood, stay on marked trails to reduce soil erosion, or plant trees and make plans within your community to improve water infiltration, decrease flooding, and provide habitats for animals and insects. I urge you to vote against the request for a Special Use Permit for solar farm energy system at 9401 West Main Street, in my opinion as an environmentalist, a city resident, and (inaudible) to me it makes no sense.

Jennifer Ryan: 22 Forest Glen. We just moved here about a year and a half ago, and we purchased the property in part because of the wildlife and the land that we have that is connected to it. The solar panel will be directly next to our land, and we are concerned about the wildlife, which is one of the reasons we wanted to move to Belleville because it is so woodsy and full of wildlife. We will be very, very disappointed in the City if this happens.

James Clariton: I spoke at the last meeting, it was actually published in the paper, and I don't know if anyone is going to be as tied to this as I am. Because I am a blood descendant of George and Mary Schoon who are both interred in Mount Hope and it has been in our family for about six generations as they were some of the earliest ones to be interred there and I also have a Masters of Science Degree in Environmental Management with an emphasis in Sustainability from Webster University and so this hits right up my alley perfectly. On one hand, I do know that the cemetery is in dire need of financial situation because of how it was embezzled in the past, and the other part, I know that you don't want to take that forest and you want to, especially in an Environmental Management program, is minimal impact to the environment as you possible do, one of the things I would do if this was a case study for a class I was in, I would look at alternatives, say things like maybe a solar tree which can be entered into the forest sporadically or do something like Switzerland did, where they have solar panels that were on railroad tracks and we have the Metrolink tracks right behind it. There are definitely alternatives we could do besides taking the entire forest, one thing I even thought of is what if we had trails inside the cemetery that were covered by solar panels? And something within the cemetery itself, so you don't necessarily have to take the forest as well and build the solar panels, and honestly, I would not do that if I was looking at this as a case study, I would just not do it so I am asking the Aldermen vote no on that.

Rick Brown: 627 South Pennsylvania. I want to talk about two of the cases here, number sixty-four, which is the one involving 9400. Taxes are high in Belleville, they really are. If there is any way that you can use this to reduce the taxes, by paying to pay for the mowing or most of the mowing and everything, then maybe it won't come out of the rest of our pockets. This is a smart thing to do, you got Mount Hope, you got problems, put the solar around it, take what you can, man you got to do it. The house that I built on South Pennsylvania, right next to where I live, the taxes are \$7,019 a year and if I took that house and put it on a lot that I have in Shiloh, the taxes would be \$4,300. It is like that with most cities around here when you compare Belleville's taxes. That is a good thing. The other thing is the number fifty-nine, the Hillwood Trust, we need to do something for our kids, and our kids I mean the communities kids. Anything that will help, get them straightened out, get them good jobs, become a good member of the community, you know what? There is an empty lot right across the street from my place. If they built where I live, I would be happy if they built it there, I really would. We need to help our kids, we can't just be throwing them under the bus.

Vickie Kimmel: 2 Dorchester Drive. I am here to talk in favor of the Hillwood Trust as well. I am the director of Teens Against Killing Everywhere which is a partner in this development, the development of this house, and with me I brought a number of young people to prove to you what the outcomes of our programs are. I have with me Tamara Shay Brown who is a St. Louis County Sheriff, she is in the back, Lakisha Lester is a recruitment person for our program, Dorel Black teaches in our program as a

construction trainer, Anthony Tarven is one of my Board Members and he is also an instructor, you will hear from them as well. But I guess what I would like for them to all beg you for is to say, first of all, discrimination is ugly, whether it is race, sexual orientation, any definition, I don't know a politician who doesn't talk about what they are going to do for young people. I have never heard of one that doesn't use that as one of their platforms. This is your opportunity. Let's do something for our youth. Just because they are young does not mean they are bad. Didn't all of you raise teenagers? Weren't all of you teenagers? Do you not have some college graduates in your house? Do you not have some young people who come back on holidays that you are thrilled to see? I don't know about you, but I had a young person in my house that was horrible. I have sent him to the detention center, I had to have him on probation, right here in Belleville, he played football for coach Bettis, he went to Governor French Academy in the beginning, and he gave me endless hell, endless hell, but because of our programs and because of how we wrap services around that young man, that young man is 32 years old with a double Master's Degree in Architect Maintenance and Civil Engineering, he got a \$250,000 bonus last Monday for the development he does. He is a young father, he contributes very largely to the community, and he is a force with Big Brothers and Big Sisters. This young man wanted to be a Crip, he wanted to be a GB, every time I turned around, he was in trouble in East St. Louis, looks just like me. They don't have to look different to be bad. I am wearing this HUMAN sweatshirt tonight because I think it is important for us to stop this discrimination. I think it is important for us to stop deciding we know, arbitrarily we are going to put somebody in a house that is going to be bad. These young people who have been active with us for months before they ever get to be in this house. We are asking to go from three to five people in this house. You don't know, right now in the City, how many unrelated people live in a household. Unrelated means what? Are you going to give them a blood test? Are you truly going to violate their rights and show up once a month and check the house? I think we need to be careful here, I think we truly need to stand upon what we believe in, and I think we really need to look and see, are we, going to say that two more people in the house is really going to kill that house. We are going to improve that house. The resale value on the house will be better, the neighborhood will be better, and I guarantee once you hear from the young people here they will tell you what this program has done for them and how they can contribute to your community which is actually my community, I live in Dorchester Village in Belleville.

Leonard Stein: 208 Hillwood. We have young children that live in my neighborhood and to have youths, who have had troubles, supervised by cameras, you have little, tiny kids in that neighborhood, I have three daughters and I have five grandchildren, there are other places to put these children, a better fit, in a commercial property and they need to be watched. You just can't put cameras on a kid, you've got the little ankle monitor things, how many people have gotten around that? So, I would say no, especially being a homeowner in that neighborhood, my property values are going to go swoosh, straight downhill. When I first moved there, my realtor said, there is a bunch of Black people that live there, you don't want to live there. I was twenty-five years in the military, and I have many friends that are Black in the neighborhood, and it is a great neighborhood. This would be bad.

Catherine Jethroe: 212 Cameron Drive. I have lived in this neighborhood for over thirty years and there are numerous people here to support me, I understand what they are saying, and it is a beautiful picture, but it does not paint the picture of the character of our neighborhood. We are asking you to please vote no, so we can continue to have stability in our neighborhood that we have.

Deborah Burrell: 309 Hillwood Drive. I have been a resident of this area for thirty-two years. I retired from public transportation. I know the problems that young adults unsupervised can do. I have three children which I have raised solely by myself, and I have had problems with them, but it did not go as far as going to jail, going to juvenile detention or anything else. I kept a good, clean eye on my children.

I kept my foot down on my children to raise them the proper way. I don't want this type of home, this group home in our neighborhood, I did not retire to sit in this neighborhood for all this noise up and down the street and that house, that house is really too small, I think for three to five adults in there, where are they going to go, what are they going to do after they get out of school? The bus stop is at least ten minutes if you are walking, what are they going to do on weekends, the time in which they are not supervised or whatever, what are they going to do in the neighborhood? I would like the City Council to vote no on this matter.

Darel Black: I am an instructor in the City of East St. Louis in the TAKE program, I am also a formally incarcerated individual, I have done time in other words. But, over the last decade, I have transformed my life, I am also leading young people that came through the program and transformed their lives. I see the goal of the house, I want to talk about the benefits, to me, when we were unsupervised, we would only choose model students to participate in the program, as soon as we know they have work ethic, home training, job training (inaudible) kinds of things by (inaudible) to see if the program is successful. We look like regular people, usually in uniform but I decide to dress normal because to show you I can walk past you on the streets and you don't know who I am or what I do or what I am capable of, just like these other young men right here, you know being stereotyped or just looked in a way that he can't or she can't because of the way we look. People see a group of young Black kids and automatically assume that they are up to no good or trouble, when actually we are all part of the same crew. We build houses, we work on houses from the ground up to the roof. The purpose of the program is to see that more students like me, more people like myself and them can have that type of training being able to sustain without supervision with the proper training of course. If you look at DOC, we want to talk about 3-5 people in one room that got sixty in one room. Right, in one room, sitting on bunks right next to each other having to figure it out on their own with no proper training or anything of that nature. But when you release them back into society and they have a place to come like TAKE or other programs, then they can learn the things they can to help them not return to incarceration and things like that. I personally think it is a great idea, of course, it would be strategic on who we choose to participate because of how we value or supposed to value our community. We wouldn't just put people who we don't think are capable of succeeding in that seat, I just want to advocate for that, I am a testimony of somebody who can change their life around I run an LLC, I have a small company, home improvements all thanks to the program.

Tamara Shay Brown: I would just like to address my elders in respect, you would think that they would have the youths back, but that is not what I heard. I was one of the unsupervised kids, I dropped out at sixteen and got pregnant. But TAKE gave me the hope I need to not become a (inaudible) seven years now I been a correction officer, I been done a lot of great achievement because I was unsupervised and I was given hope so I would think hearing this coming from my elders, is kind of, in all respect, disturbing. Cause there ain't no way that you are just going (inaudible) kids. I begged for a chance, I dropped out once, twice (inaudible) so it is the original name before (inaudible) I dropped out, every time I did I was pregnant again till I said enough, this is what I need to do myself and I got my high school diploma at twenty-five the oldest one in my classroom with my third child (inaudible) I had to take my daughter with me. To hear you guys say that they are unsupervised, we got bigger fish to fry we got crime we got a (inaudible) that just got killed, I would think that you guys would be hopefully do something and not just throw the towel in here. I am a good witness, I did not have my momma, I didn't have my father, but I had TAKE I had everybody behind me supporting me to be who I am now, and I love it for that.

Anthony Tarven: I am one of the instructors at TAKE. One of the things that I would like for you to know is that when I go around to the business agents for the different trades they all tell me, Tarven,

we don't have enough people to do the work. At TAKE we are answering that bill. We are training kids, young adults into bonified journeymen and carpenters, you will hear from some of the today. We won't put bad kids in that house, in fact, we don't have bad kids in our program because we turn all the bad kids into good kids. Ms. Vickie, she don't take no stuff and the kids will tell you that she tough and we got a lot of success stories, and we would like for you to consider letting us use this house.

Theodoris Jackson: 1210 Cameron Drive. I am retired teacher so to me we are not saying no to the children, we are not saying no to the program, we are not saying not support, we are not saying no to anything except for changing the location. I am sure our residents, they are of different occupations we all have families here I have been there for over thirty years; I raised my children, my children went to school in East St. Louis. There is no prejudice, there is no negative as far as what I can understand from the residents of our community. The only negative is that I think it is a secluded area, I think it would be better served if it were in a different location and I would ask you to consider that.

Herkeisha Lester: I am currently employed at TAKE, I am a former student of TAKE. I have been in TAKE since I was fifteen years old. When I hear these people saying no to these children it kind of bothers me because I was once one of those kids. I didn't have my mother growing up, I did not have my father, I didn't have anybody. I have been on my own since I was thirteen years old. I have been kicked out of school. I was just like these kids and now I serve my community with a purpose. I love our community. I work with these kids hand to hand, I do know that they are good kids, I am not here to try and prove a point because I know the kids that we work with, we are all the same. I feel that this house would be great for them to go and do something different. And they can change. I don't think of where it is, they should be told no, I think they should be given a chance to prove themselves. These ladies stood up and said they have raised kids in these same communities, what makes those kids different than these kids? Is it because they come from East St. Louis? I have an eleven-year-old daughter that I am raising, currently here in Belleville, and I have been a resident of Belleville for the last six years and I came from East St. Louis, but I wasn't told no. I am right off of Dorchester as well. I guess I am standing here today to say I do believe that they deserve a chance, and I am hoping that you guys will give them the opportunity to prove themselves. I don't believe that they will be unsupervised, I work with them all of the time, it doesn't matter what time of the day or night it is, I get up out of my bed, I'll go to them if need be. I don't think it is about the non-supervision, I really kind of think that we have a bunch of people that has been in the community and it has been one community for a long time and they don't want any one else in, but give our kids a chance, let us, allow us to show you that our program is great and that these kids can do right and give them hope.

Mario Mayes: 220 Hillwood Drive. I live in the community, my issue is I don't want unwanted people coming back and forth through the street that we don't understand or know. My other issue that comes to play is, excess traffic, excess noise, it is a quiet neighborhood, it is a wooded neighborhood. We are pretty well safe there, the other issue that I have is there are woods if something were to go on, people could hide back and forth between trees and what not and we won't know the difference. That is why I oppose it. The program itself, I can understand how good it could be and what it could do, but my issue it needs to be in a different location not near Highview and Hillwood, that is not a good location, plus you have to think about our streets are a little narrow, just imagine, you are turning to come through and you have buses or anything going through there. Also, for public transportation, there is a big walk before you can even get down to Lebanon Road, you have to go I would say about two and a half miles to three miles before you get to that bus stop to go to the bus station as a matter of fact. That is why I am opposing.

Angela Jones: I am a Senior Case Manager at TAKE. Sorry I am late, but I am sitting back listening to the comments and I am kind of - these are wonderful kids, I don't know the history that you all see

but when we get them, they are a little rough, but they come to us, they want the help, they want to be better people and we pour everything into them. I am currently on sick leave, I just had surgery, but I had to get here because I wanted my voice to be heard. These are wonderful kids like Akeisha said we all work around the clock, I am home in bed working on curriculums as a way to better them. They can see this very well, they come to us, there is no set time that we work, they can call at midnight, somebody is going to answer the call whether it is the janitor, the case managers, the CEO, she answers the phone for them, for us, so we are very supportive of these kids, they just need a chance. Let me add, my mother had four children, but I am the one that they thought would either be dead or in jail, but I am the most successful one. The reason I am successful is because my community poured into me. I was angry, I was abused, a lot of things that my mother did not know and I just needed somebody to guide me, so somebody saw something special in me because I didn't see it. From there I built and built and built and now I am the most successful child that my mother had, but it took community to pour into me and this program is everything. I don't live on this side but I live on this side, it is in my heart I have learned so much, I have been a case manager for almost a year and when I took this job I had ten interviews, I got ten job offers, but I took this one because it spoke to my heart. I know I can make a difference and I am making a difference along with the rest of my coworkers. Please don't X these kids out, they are wonderful kinds, just come and volunteer even, come up and volunteer, come up and see the kids. The way they start is not the way they finish. Just give them a chance.

Michael Jackson: 207 Cameron Drive. I am a former schoolteacher. I have worked with teenagers, it is not the teenagers, that is not it, the problem is the location, there is no school, there is no bus, there is nothing around it but residents. Kids when they don't have anything to do, they find something to do. You open up opportunity, there is nothing for them to do in that area. There is no place for recreation, there is basketball court, there is nothing for kids there. It is just residents, mostly older people that are retired and they just want to keep it quiet neighborhood. It is just the location, I will help whatever they do, I worked with kids all the time, Tarven knows that that is the idea, that is not the part of the kids, you say were Xing them out, we are not Xing them out we will support them, it is just the location.

Jordan Glover: 1739 Piggott. I just wanted to say before I came to the TAKE program, I was in the streets, I was doing wrong, but after I met them guys I went through the program, I did the program, I graduated, I am now a first term apprentice, working a good job, doing everything that is good. Before that, I had been through Hell. I stayed in Fairview Heights, Belleville, when I moved up here, I am from East St. Louis, when I moved up here I was racially profiled all of that, I've been through all of that, I couldn't walk down the street without the Police watching my every single move, personally, I have been through that. Just to say, I don't know what to say because right now I am feeling some kind of anger it is just like, we never have a chance. I have been that bad kid, but I am not him today. I am a good man, a grown man, I take care of my kids all that, responsible, handle my business, all of that. All thanks to the TAKE program. Before them there was none of that, no good thoughts, nothing, nothing positive at all. Those guys changed my life. That is all I wanted to say.

Linda Harper: 209 Cameron Drive. I applaud the TAKE program for what they are doing for these young people, I am just saying I don't want the house in the neighborhood and there is nothing wrong with me saying that. I am not saying anything bad about your program, but I have a right to say, please do not put it in my neighborhood.

Shawn Griffin: East St. Louis. Before I joined the TAKE program there wasn't nothing going on for me, I was doing bad too, I was a kid, I was 21 years old I had two kids, two girls, beautiful girls, I love them to death. When I went through the TAKE program, we aren't just talking about construction, we are talking about life, Mr. Tarven, he taught me everything I know. I'm working right now making

money, building houses, and learning a trade. I just want you to give these kids a chance just like they did.

Terra Sita Jones: I live in the neighborhood also. I wasn't going to say anything, but I just had a feeling I had to get up and say something. Yes, I am a retired officer, twenty-five years with the Probation Department, adult and juvenile, ten years substitute teacher within the school district of 189. I just want to back up with this idea of discrimination. It is not an idea of discrimination, I think the biggest problem that we have had here is just this has just all come at us, we just found out about this maybe two weeks ago. I didn't know anything about it, I just happened to go to a Christmas party, and somebody came with a petition about a group home. I said what? Never heard anything about it, I was asked well didn't you get a letter from the Zoning Department? I said no, this is the first time I have heard anything about it. I understand pretty much understand this program, not putting this program down, not putting these kids down, Lord knows I worked with them, lost some. I understand what you go through, not too many programs that you can find to put them in there. It is not too many homes, foster homes. When I left in 2019, did anyone want to take these kids in, mentors that I can find to even work with them. It's just not knowing, well where did this come from all the sudden? Then I heard the idea about group home. Men, girls, and boys, I have never heard of a home with girls and boys in them before – never heard of that before. We had no idea, lack of knowledge, where did this come from all of the sudden, the neighborhood just wasn't notified. We just got no kind of instructions that this was coming to the neighborhood. We just don't want to come to it like we are betting on the kids. Lord knows, I have worked with some of the worst of them too, yes, I have gone to the funerals of many. I know they don't have parents, mentors, nobody in life, I understand all of that, and I understand there is a great need. I do understand there is a great need, but my question is, how did this come about all of a sudden? How come we weren't even notified of that, not that we were going to be negative about it, but my thing is just like something, we just weren't informed what was going to come out of. We are just a neighborhood, we look out for each other.

Mayor Gregory: I would just like to speak to our attorney for a moment, if they have already participated in Public Participation can they speak a second time.

City Attorney Hoerner: That is your decision, this has been going on for a long time.

Mayor Gregory: Okay, I just wanted to clarify.

(Inaudible) : 22 Forest Glen. You wouldn't know it by what I am wearing tonight, sweatpants and a hoodie, but I am at an executive level (inaudible) for a Fortune 500 Company in St. Louis. In my spare time, I like to mentor youth, because I believe in the importance of lifting up the young ones. It is everyone's responsibility, not just mine, not just yours (inaudible) it is everyone's responsibility to do what we can to offer opportunities to young people. Especially, these young people, because as I understand it, they are not being plucked off the street, these are young adults who have demonstrated a desire to be helped and those are the ones that have the best chance for success. I support this, I would much rather have this home behind my home than the planned potential solar farm.

Gerry Davidson: I own a real estate company here in Belleville. I have been doing it for quite a long time, about four decades. I do want to speak to the house, there are lots and lots of places in Belleville whether you know it or not that have five, six, seven unrelated people living. If you pull up group homes in Belleville right now, there is a whole list of things in the residential areas a lot of them have gotten (inaudible) years whether it be from mental illnesses, people with autism, there is all kinds of houses out there so, you know it kills me to sit back because in my business if I turn around and said those people, that kind, they would take away my real estate license. I can't talk like that. I just wanted to say I would be very much in favor of whether it be by my home, my business or whatever for that

home to come in. But that is not why I am here tonight, I am here about the solar farm. I wanted to let you know that my buyer got so nervous when they were up here, that they didn't (inaudible) and yes you can call them LaFores, Mr. and Mrs. Bertelsman are interested in buying the property in the cemetery, he very much knows the liability of the cemetery, they know everything that you have to apply for, they have been told that, they have been told that the grass cutting, maintenance, and they know a lot of different things and I think they know (inaudible) multi-family homes and homes behind the property (inaudible) coming up to Blessed Sacrament (inaudible) for solar farms. I don't understand being a realtor and seeing solar farms. I don't know about solar farms, but I can tell you that I think it is not facing toward the sun where they plan to put them in, it is against the sun. I do know that we did find out some figures and East St. Louis when they did the comparable twenty-five, twenty-six-acre level, no dirt work, they did 1.5 million dollars' worth of work just to put in roads and everything, 1.5 million, that wasn't the cost of the land, and on top of that (inaudible) 20 million dollars for that twenty-five, twenty-seven-acre solar farm. That is a lot of money. I don't know where Belleville stands on that and where the additional money is going to come in, but I do know that the LaFores are not interested in putting in a solar farm, and I do know that the care hasn't come yet and they will be interested in bidding at the auction, just to let you know and I do know from Springfield they have no idea what the price is going to be but they plan on paying market value and they will take the (inaudible) up whatever that is. I am just letting you know because I don't know if everybody knows or has expanded or thought about what it is going to cost in the long run. I just did not know where Belleville was, selling that where Belleville is going to come up with that kind of money.

Diane Jones: On Frank Scott. I am in support and I had never heard of it, so I had a bad kid. Every morning he would get up and say I can't go to school, what? (inaudible) and he like changed his life, I guess when he got to be a security guard, Herkeisha was one of the kids, (inaudible) I am a janitor now. I sit up and I talk to the kids, they tell me (inaudible) they are decent people. I just ask that you give them a chance because I had one of those kids and he is a better person.

Greg Linn: I wanted to talk about the (inaudible). Everybody talking about being allowed in the community but I thought this program was about people who needed help, (inaudible) you already need help, it cost money to have a party and do that so really people working and coming back to the apartment, so I don't see where (inaudible) you will be tired from basically this will be a place a safe house (inaudible).

Jordan Glover: So to be honest I just really like the fear, I just want to make one thing clear, this is not to take home, this is not a place where we take students or people who just need a second chance or been in trouble. This is a vocational training school, okay just happens to be in a community where a lot of people need help, but not everyone who comes to TAKE has been in trouble or needs this or needs that. People do come in already capable and responsible, so this is not some place where some detention center or something, because that is what it sounds like, and it sounds like fear. This is about job training, work ethic, and skill. To me it is not even about what we don't need (inaudible) we know that already, this is about a place that we are trying to establish for them to further what they already came to us for. You are not going to be getting a bunch of people with loud music, and (inaudible) this is just a home where we try to put people that want to further their education, get up and go to work, come home, take a shower, go to sleep, get up and do it every day, repeat it, like you all do.

Mayor Gregory: Sir you have already spoken so thank you so much.

Paul Dohearty: 22 Forest Glen. Going back to the solar farm, I just really think the animals and the wildlife are such an intangible part of our neighborhood. Even though it is just a block off of Main Street it really feels like we are in the country. We had two red foxes just this week, three deer running through the backyard and that is the kind of thing that I think really retains value.

Karen Linn: 121 Country Club Place. I was coming just to ask a couple of questions for item 11-D(6) on the agenda for this evening. I have children who attend the school right adjacent to Mt. Hope. I was curious about the proposal for the amendment to residential to a zoning usage to a solar plan. What kind of considerations were given by the City Council for the feasibility of the use of the property for alternative business or probably for sale? It sounded like you have an interested party potentially here in the audience that has clients. My main concern is also the environmental and human impact what cities have completed about safety with the infrastructure for power and utility services that would be required to address the building and operation of a solar generation, I am not even sure if you call it a solar ray, because I don't know how big and I don't know what kind of load or electrical capacity the lines that would be through the area would carry, but we do have children in the non-residential capacity that attend on the school property a seven to eight hour duration, if these lines are going to be coming into the cemetery are going to be high voltage, if there is going to be electromagnetic, I am unsure on the currency or the volt capacity that is going to be needed for the infrastructure. My concerns are about health exposure and things to the human and plants and animals within the area and also the economic impact for property owners and things (inaudible) I was just wondering if there was a feasibility study.

Mayor Gregory: Actually, this is the first time it has been brought before City Council. It is not to be made a decision tonight. We will be addressing this when it comes up for a vote. Then we will be having our Economic Developer Director of our department of Economic Development will be speaking to that when it comes up for a vote.

Public Participation ended at 7:55 p.m.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Gregory recognized the character word of the month "INTEGRITY;" doing what is right even if it's difficult.

Mayor Gregory read a proclamation in recognition of Martin Luther King, Jr. Day, January 15, 2024, as a Day of Service.

APPROVAL OF MINUTES

Aldersperson Ferguson made a motion second by Aldersperson Schaefer to approve the City Council Minutes of December 18, 2023.

Members voted aye.

Motion carries.

CLAIMS, PAYROLL AND DISBURSEMENTS

Aldersperson Rothweiler made a motion second by Aldersperson Ferguson to approve claims and disbursements in the amount of **\$2,393,996.01** and payroll in the amount of **\$938,841.63**.

Members voting aye on roll call: Whitaker, Schneider, Duco, Randle, Ferguson, Anthony, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff. (14)

Members absent: Ovian (1)

Motion carries.

REPORTS

Alderson Schaefer made a motion second by Alderson Rothweiler to approve Treasurer Report November 2023 and motion to approve Statement of Cash and Investments Report – November 2023

All members present voted aye.

Motion carries.

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

ADMINISTRATION

Alderson Randle made a motion second by Alderson Schaefer to approve the following requests:

Motion authorizing sale/conversion of Holiday Street Light Decorations and Parking Meters

Motion to approve an agreement with Oates Associates for the 2024 STP Grant Application for West Main Street repaving (44th Street to 49th Street), in the amount of \$6,000.00 (TIF 3 Funds)

Alderson Elmore: How is it that we are selling what is the process, method for the light decorations.

City Clerk Gain Meyer: It will have to go through auction. Jason was going to be contacting one of the auction companies.

Alderson Elmore: Residents can buy whatever they - -

City Clerk Gain Meyer: Through the auction companies.

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

Motion carries.

STREETS AND GRADES

Alderson Randle made a motion second by Alderson Stiehl to approve a contract with DMS Contracting, Inc, lowest responsible bidder, in the amount of \$62,125.00 for the resurfacing of various alleyways (TIF 3 Funds)

Motion to enter into an agreement with Lochmueller Group for 6th Street Design Supplement in the amount of \$43,308.71 (TIF 3 Funds)

Motion to approve agreement with Lochmueller Group in the amount of \$9,600.00 for Alleyway Resurfacing Construction Inspection in various alley locations (TIF 3 Funds)

Motion to enter into an agreement with Gonzalez Companies, LLC for FY 2024-2025 NPDES Phase II Stormwater Sampling in the amount of \$575.00 (TIF 3 Funds)

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

Motion carries.

PUBLIC HEALTH & HOUSING

Aldersperson Rothweiler made a motion second by Aldersperson Randle to approve an agreement with S Schafer Excavating, lowest responsible bidder, in the amount of \$226,803.00 for the demolition of thirteen properties.

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

Motion carries.

ZONING BOARD OF APPEALS

Aldersperson Ferguson requested to pull out 11-D(1), 11-D(2) and 11-D(6) separately.

Aldersperson Stiehl made a motion second by Aldersperson Schaefer to approve the following request:

59-DEC23 BEYOND LIVING/HILLWOOD TRUST:

Request for a Use Variance to establish and operate a “Vocational Housing Group Home” at 330 Hillwood Drive (02-36.0-404-015) located in an “A-1” Single-Family Residence District (Applicable sections of the Zoning Code: 162.093, 162.094, 162.570) Ward 4. *Zoning Board of Appeals is forwarding this with no recommendation, with a vote of 2-3*

Aldersperson Anthony: As one of the Elected Officials for Precinct 15 in Ward 4. The people, I think the people have the ultimate right to deny or approve and accept this type of facility in their community. I heard the passionate pleas of respondents that want to do this, and I understand, and I think they have a fabulous program, I don’t think it is racial profiling or any of that stuff. As you can see with the mix of people that is here this evening, I have had numerous calls. I’ve been presented with petitions. I have yet to get a call or a petition from anyone in that neighborhood saying that they would approve of this project. It leads me ,you know, with the idea that they don’t want it, they don’t want it. I am not going to sit here and say that I will accept it. I am going to have to vote no against that project.

Aldersperson Ovian: I am also one of the 4th Ward Aldermen, I have a problem because I was at the Zoning Meeting, and I heard the ages were anywhere from fifteen to twenty-four. I have a problem mixing minors with adults. I am sure the program has been successful but, in an established

neighborhood where people are afraid and they are senior citizens, I have to go with the seniors. I am not going to go ahead and let them fail.

Alderson Schaefer: Has there been any discussion about helping them find maybe another location that would be - -

Director of Economic Development, Planning & Zoning, Clifford Cross: I assume this is me, as you can see it was a very interesting meeting on the 21st, there was a lot of heart coming into this decision. We haven't talked about any other specific addresses, but what we did do and what we are required to do is all of the Zoning process for the Use Variance and I explained it during the meeting. One of the issues is this is really a use that is not defined, I have heard it called a community residence, I have heard it called a dormitory, it doesn't meet any of those definitions in our Zoning Code, so there it is not defined in our Ordinance. Based on the Zoning Ordinance it is therefore expressly prohibited, which is why we are here for the Use Variance. So, I think one of the things I do want to touch on and we talked about this in the past, when you do a Use Variance your Ordinance says it is not a Variance, it is an amendment to your code. One of the things that we have to look at, this really goes to more than just one site. You're in a sense saying these could be in an underlining zoning district throughout the City because it wasn't defined, that is why we are here. We don't get the luxury of saying it is great, it is a perfect fit, but we did hear the concerns of the neighbors and based on the Advisory Report that you have which is basically the findings of fact that were considered by the Zoning Board of Appeals and now you see why they had a tough time making a recommendation as well. They basically felt based upon that there was not enough evidence and testimony that made them comfortable with saying this could not be detrimental to the neighborhood. I have heard the testimony I can say this and you can review the minutes, the neighbors never once talked about it from a racial standpoint, they talked about it being concerned with it being in their neighborhood because of certain things such as a long path of travel on a narrow public street to get to the bus. They just felt that they didn't have enough to be able to make a decision and a formal recommendation to the City Council as a whole.

Alderson Whitaker: Just so I understand you correctly, if we approve this Use Variance tonight, that ultimately is amending our Zoning Code in the A-1 Single Family to allow more than three unrelated - -

Director of Economic Development, Planning & Zoning, Clifford Cross: They still would have to go through the process, but you are setting a precedent that could be a little bit tricky when you consider them all individually and I keep hearing it is more than just three unrelated occupants, that is not what the request is, the request is based upon the fact that it is not a defined use in your Zoning Code. The issue for the applicant would be if they don't get more than that, then they have to go through the Crime Free Housing, they have to, very similarly to what you see a lot of times when they are short-term rental in our area or BNBs. You are absolutely correct, it could potentially, I am not saying it is an automatic given, but if you just said in this underlying zoning district without (inaudible) what I mean by that is if you look at some of our community residents there has to be a certain linear footage separation between one to another, now if you wanted to approve this request, you could and you could approve it as presented with additional stipulations. You can basically say it is not, can't be within a thousand feet of another then you start to set that precedent of the supplementary regulations. I am just saying be very careful, I am not saying I am for or against it, I am just saying you need to consider this problem, not only the effect on this property and neighborhood, but how it impacts other neighborhoods throughout your city.

Aldersperson Stiehl: Would we need to change the Ordinance?

Director of Economic Development, Planning & Zoning, Clifford Cross: So, as you know what we have seen tonight, we are going through multiple changes to our Ordinances, I think currently from day one (inaudible) amendments just because of the way it is written. Yeah, I think the way to address that in the future if you say you approve this tonight and you say alright now we think the event centers is the classic example we kind of had to go off and learn that but if you approve this and then we want to better define (inaudible) then we create a use covering what their classification is and then we apply where it is permitted, what the distance separations are, what the supplementary regulations are so yeah, you would have to amend it if you wanted to define it.

Mayor Gregory: Correct me if I am wrong, that this particular group home is not certified by the State because of the number of residents?

Director of Economic Development, Planning & Zoning, Clifford Cross: What I remember that were in the minutes I guess you can have them verify it, if I recall during the testimony at the Zoning Board of Appeals one committee member asked a question if they were licensed through the State, they can correct me if I am wrong, I have no problem with that, if I recall they are not, this individual facility would not be licensed by the State of Illinois. That is my understanding of what would be going on here. It would be a, it would in a sense be a home, I know I said it is not about the number of bodies (inaudible) home, housing more than three unrelated occupants which is a little bit of a conflict with your Crime Free Housing but then it would be similar to a dormitory for vocational training but not technically a dormitory per the definition of your code.

Mayor Gregory: Is there any age stipulation of fifteen to twenty-four?

Director of Economic Development, Planning & Zoning, Clifford Cross: If I remember the age is from sixteen to nineteen or twenty at that point I did hear there could be boys and girls, one thing that did come out was it is a small home as one of the neighbors had indicated, it wouldn't meet the occupancy requirements of your Property Maintenance Code. What they were proposing to do was to add two more bedrooms and another bathroom which in a sense would meet the occupancy requirement. The home itself sounds like it would be our own code of occupancy requirements with these renovations.

Mayor Gregory: I am just asking because, being a Special Needs teacher, I realize there are State Regulations on age differences in classrooms. (Inaudible)

Director of Economic Development, Planning & Zoning, Clifford Cross: My understanding there is but that would be required to be licensed and we would really treat it from a land use standpoint of what the underlying zoning district says you can and cannot have in a particular zoning district. In certain zoning districts you can have single family homes and you can have so many occupants but they are all subject to the Crime Free Housing and background check. These in a sense are for part of a controlled program most likely would not have to go through that every time someone over eighteen, that's the other thing, the Crime Free Housing Ordinance says if you are over eighteen and you are residing there you have to go through the Crime Free Housing. If you are under sixteen you don't, so we may or may not know who is in there at that point.

Aldersperson Schneider: If this does not pass, will the three be allowed to live there or no one will be living there.

Director of Economic Development, Planning & Zoning, Clifford Cross: Say you do not approve this tonight, from a Zoning standpoint they are permitted by right in that Zoning District to have single family resident and they can have three unrelated occupants in there. They would be subject to the Crime Free Housing Ordinance, subject to all the other requirements as if you had your own family in that residence.

Aldersperson Schneider: Three could eventually just be there if this gets denied, the other two wouldn't but it still, they could still put three in there.

Director of Economic Development, Planning & Zoning, Clifford Cross: The way it is written, now. I think I heard a question; this may be a question for Garrett because I don't deal with this or Scott from a Crime Free Housing standpoint. You must be clear on the three unrelated occupants are, if you have a home and you are a family, so I am the father and I have my two children, I get remarried and she has two children and the occupancy load will allow for six individuals to live in there, technically you have (inaudible) because myself and my two children are one, my spouse and her two children are one at that point. It doesn't necessarily dictate the number of occupants, that is dictated by your International Property Maintenance Code, because it is a health and safety issue. Fire egress, window egress things like that.

Aldersperson Stiehl: I just feel like there is so much involved with the Crime Free Housing and the Ordinances that we are not, this is just the first one that we are discussing. there are going to be more unless we change the way we have this occupancy and ordinance and the Crime Free Housing.

Mayor Gregory: Is this the first TAKE, I know we have been through other group homes before, but I do question is this the first time TAKE 5 Home has been brought before our community?

Director of Economic Development, Planning & Zoning, Clifford Cross: First one that I have seen since I have been here. I can't verify if they have come under something else I can't. I suspect that in the past there has been community residents brought in under the Use Variance provision but what if you recall we did that Use Variance amendment because people were doing camouflage spot zoning bringing in three unit apartments in the middle of a single family residence and that Use Variance basically says that it is permitted in an underlying zoning district, you shouldn't be able to grant it otherwise you bypass your zoning if you can get some incompatible uses next to each other. This here is just because it was not a defined, sometimes as a Zoning Administrator, I can say John Tea Shop is the same as John Coffee Shop although John Tea Shop is not technically defined for a tea shop as opposed to a coffee shop, but they are the same type of use. We have that flexibility this is such an unknown occasionally (inaudible) it just wasn't defined in our code.

Members voting aye on roll call: Sullivan. (1)

Members voting nay on roll call: Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Osthoff, Whitaker, Schneider, Randle, Duco. (14)

Motion fails.

Aldersperson Anthony made a motion second by Aldersperson Schneider to deny the request.

Members voting aye on roll call: Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Osthoff, Whitaker, Schneider, Randle, Duco, Ferguson. (14)

Members voting aye on roll call: Sullivan (1)

Motion carries to deny.

60-DEC23 FAITH FAMILY LIFE CHURCH:

Request for a Use Variance to establish and operate a “mixed-use residential/commercial” development at 3701 Memorial Drive (08-08.0-102-048) located in a “B-1” Multi-Family Residence District (Applicable sections of the Zoning Code: 162.182, 162.183, 162.570) Ward 4. *Zoning Board of Appeals recommended Approval, with a vote of 5-0*

Aldersperson Anthony made a motion second by Aldersperson Ovian to approve the request.

All members present voted aye.

Motion carries.

61-DEC23 CITY OF BELLEVILLE ZONING CODE AMENDMENT:

Request for amendments of Title XV (Land Usage) of the Revised Ordinances of the City of Belleville, Illinois, “Historic District” Section 162.361 “Matters To Be Considered.” *Zoning Board of Appeals recommended Approval, with a vote of 5-0*

62-DEC23 CITY OF BELLEVILLE ZONING CODE AMENDMENT:

Request for amendments of Title XV (Land Usage) of the Revised Ordinances of the City of Belleville, Illinois, Section 162.006 “Definitions” and Sections 162.233, 162.248, 162.263 and 162.278 “Special Uses.” *Zoning Board of Appeals recommended Approval, with a vote of 5-0*

63-DEC23 CITY OF BELLEVILLE ZONING CODE AMENDMENT:

Request for amendments of Title XV (Land Usage) of the Revised Ordinances of the City of Belleville, Illinois, Section 162.006 “Definitions” and Sections 162.307 and 162.377 “Permitted Uses.” *Zoning Board of Appeals recommended Approval, with a vote of 4-1*

Aldersperson Whitaker made a motion second by Aldersperson Schaefer to approve the requests as read.

All members present voted aye.

Motion carries.

64-DEC23 CITY OF BELLEVILLE:

Request for a Special Use Permit for a “Solar Farm Energy System (SFES)” at 9401 West Main Street (02-36.0-302-016) located in an “A-2” Two-Family District. (Applicable sections of the Zoning Code: 162.169, 162.430, 162.515) Ward 4. *Zoning Board of Appeals recommended Approval, with a vote of 5-0*

Aldersperson Stiehl made a motion second by Aldersperson Schaefer to approve the request.

Aldersperson Weygandt: Did I hear right, has this property been put up for bid?

Director of Economic Development, Planning & Zoning, Clifford Cross: This property has been under the control of a receiver for thirteen or fourteen years now, through the State Comptroller's Office when it went under many, many years ago. I know, we as a City, have been paying for maintenance of it in terms of the mowing, I believe to a tune of approximately \$100,000 a year for the last thirteen, fourteen years. I think the State Comptroller's Office is tired of having to deal with it, I think the taxpayers are a little frustrated with paying for the mowing of it. We were looking at a constructive way to preserve the integrity of the majority of the cemetery while respecting those family members that are buried out there. That is why we are looking at doing some kind of multi-use project in a way that will kill a bird get three stones with just one throw, a scenario where we find some sort of constructive way to better serve the community with a supplementary cost for electricity while bearing these up in the corner and having a community wide solar program in addition working with our partners to create a walking trail with reflection areas throughout the cemetery. That is why we are trying to put this together because in a sense if a land use process that puts us in position to compete with any bid, I am not in any way saying approval of this tonight guarantees the project, we are way, way ahead of that. This gives us the blessing to further pursue and look at the feasibility studies and look at the overall cost as part of a grant program. I can tell you this, the City of Belleville's taxpayers will not pay a dime for this project. In terms of building these solar panels, if they do then it defeats the purpose of it. I think what we are looking to do is to be able to respond and make a bid in 2024.

Aldersperson Weygandt: Say this doesn't go through, and if Mr. Bertelsman is interested in buying the property and did you say building houses on it or maintaining the cemetery?

Clay Bertelsman: I am interested in buying it as a whole.

Director of Economic Development, Planning & Zoning, Clifford Cross: Let me clarify, you still have an A-2 underlining zoning district that really restricts what you can do on that property, if they respond, they bid, they get it, they want to maintain it, great! I am all for that, we are all for that. Because it saves the City a burden, but I want to make sure that we are very clear here, you have to be a responsible bidder to the State of Illinois and show you can operate that cemetery. If you are going to do anything different to that back sixty-seventy acres, you have to split that up, you have to get an underlining zoning district that allows for you to do it, the A-2 is very limited in what you can do there. Two family residences, things like that. If someone is going to do an operation back there, commercial use, that is not permitted by right in the underlining zoning district. So even if they do get it, that is fine, we will protect it by the underlining zoning district. They would have to come back before you and ask for a variance or a rezoning to do a use, whatever use, any responsible bidder does, that is allowed in that zoning. Whether we get it or not, we are still protected by the A-2 zoning. The question is, do we still (inaudible). Is that how we want to move forward if we can't respond?

Aldersperson Ovian: I am concerned because I have family buried out there, I don't know how you are going to get in and out of there, are we going to open up another path so the construction material going in and the solar panels coming out will not interfere with what the cemetery is being used for. That is critical.

Director of Economic Development, Planning & Zoning, Clifford Cross: Absolutely, and that was talked about during the Zoning Board Appeals, this is just the start. Doesn't mean the design is locked and it doesn't mean the panels are going here and it doesn't mean the access drive is going there. There will have to be at some point a dedicated access drive to get back there, now whether it comes through the front, those are things that we have to go look at down the road as part of the design process that would still come back before you as a City Council. All we are trying to do is figure out if we can move from point A to point B, if we can't, we're done. We won't pursue it any further. We just want to have the reassurance to move forward and look at the design, which protects everybody environmentally, trust me, environmentally that is the beauty of any kind of grant you have to go through the State environmental review process to mitigate any environmental issues. I always remind people, roof tops and construction sometimes are a hidden remedy to storm water run off issues and areas with that topography, sometimes they are a good protector, a screen protection, and things like that. I promise you that streams, we would not be able to do it through the state are going to be harmed any more than they already are, in fact probably less.

Alderson Anthony: Are we, as a Council, trying to position ourselves so that if, hypothetically if, even if a bid does come in and bid on this property, they decide not to go forward, once they find out that they cannot do what they want with this property, I find it hard to believe that a buyer of a cemetery, we have been through this before, where a funeral home actually wanted to buy the cemetery and like I always say, we bear the responsibility to the folks of Ward 4 where that cemetery sits. A lot of my constituents have people buried out there, I don't want to sit here and say I don't want somebody else to have it. We are spending the money, taxpayers are spending the money, it is our responsibility to make a good decision on this thing. We need, the City needs to position itself in the case that nothing happens, that our interest in this whole thing would be taken care of. That we don't end up right back where we are now. I think that we need to think about that.

Director of Economic Development, Planning & Zoning, Clifford Cross: You are not going to make money on that cemetery, nobody is going to make money on the cemetery. That is just not a model thing in today's world. Unfortunately, I mean that is not the goal here. Say we move forward, say we somehow get this, and we start to build it, we are still going to have to come to you guys and talk about budgets, operational expenses, where that money comes from, we are still going to be stuck with some taxpayer burden in terms of operating it. The point is, at what point do we say we are going to continue to mow it or are we going to fix the problem? That is what we are trying to do without hurting the integrity of it.

Alderson Randle: Since we have been maintaining the property for some twelve or thirteen years and at a \$100,000 per year, have we ever put any liens on the property so that we can recover the more than a million dollars that the City has already spent.

Director of Economic Development, Planning & Zoning, Clifford Cross: I have asked that question and I think that more of this is a good service for our community and the rest of Belleville. I don't think there has ever been any kind of formal bill generated. I know there have been any liens placed upon it, but what I can say, we probably do need to evaluate if we are going to continue to mow, how we get that to protect the City.

Alderson Randle: My next question to follow up with the City Attorney, couldn't we institute that lien now for the expenses that we have incurred over the past twelve to fourteen years?

City Attorney Hoerner: That is something we are going to have to evaluate in total and treated like we have other liens, but I am not sure that it has happened, that was before my time there was an agreement to go in and maintain the property to the benefit of the (inaudible) so I am not sure if they was reached.

Alderson Randle: An agreement between who?

City Attorney Hoerner: Well (inaudible) it was an agreement reached by the City and the receiver at the time of the property became defunct.

Alderson Randle: Was this agreement in writing or was it a gentlemen's agreement?

City Attorney Hoerner: I don't know it predated me. We will have to evaluate that.

Mayor Gregory: We have pictures from back in April 2010 where the property grass is this high and you could not even see the tombstones, I believe then, from what I have been told, the previous administration spoke and the Council made a decision to take over the control of the mowing and keeping the upkeep of the cemetery to respect the people that are buried there.

Alderson Randle: Thank you Mayor, I appreciate that, but I am also looking out for the interest of the taxpayers who have already made this investment and regardless of whether the City acquires the property or someone else acquires the property we have spent a great sum of money here to make that facility - - -

Mayor Gregory: I totally agree and (inaudible) we had two or three meetings with the State people with the intention that this has been discussed also with those people, the State people, the lien has been discussed privately, not with the State.

Alderson Randle: Cliff, as a follow up, does our approval then does nothing but get us to the next phase which would take us to the environmental studies and the - - -

Director of Economic Development, Planning & Zoning, Clifford Cross: It allows us to position ourselves to respond to bid and do all the environmental studies, the general public will still have the opportunity, we're not objecting to doing some sort of public reach out and having the thing so public can have input on how these panels are arranged how they are buffering, how to protect the wildlife, but I think if there is going to be a fair competition bid process, we at least deserve a seat at the table. That is what we are trying to do here tonight.

Alderson Ovian: I can help a little bit here, the City would be better off if we go ahead and try to make some improvements on the road service there, the asphalt, and let me tell you why, and if we take the street cleaner through there Jason once a month and pick up those gumballs, people two years ago buried seventy of their family members, that is \$1,200 each time somebody gets buried, opening and closing. That is \$84,000, that helps out, but we have to improve the cemetery, it is a beautiful area out there, people walk, people run, it has possibilities that we are not looking at.

Director of Economic Development, Planning & Zoning, Clifford Cross: That is why we want the trails and the reflection locations, and everything built in there, we just don't want to through twenty-five acres of a solar farm in there, we want to conceal it the best we can, we want to do it

constructively so that we can find ways to supplement the cost and be a good competitive bidder on this. Now I know nothing about anyone else who is going to respond. If they have got a great project and it takes the burden off our hands, great, but we need as a staff we are looking at a way to protect the taxpayers of the City of Belleville and try and find some sort of constructive way to supplement this cost. By the way, a community solar project also provides for a ten percent decrease in electric bills for County residents and up to twenty percent for (inaudible). We are just trying to do as many things as we can constructively while still preserving the integrity of that cemetery, to the best that we can, that is what we have done and that is what we feel is the most constructive way.

Aldersperson Rothweiler: Let's clarify this, the City does not own the cemetery, correct? We have no legal obligation, but we have been helping out for years to the tune of \$100,000 to mow the grass and take care of it. But what we are talking about here is the possibility of the City acquiring the cemetery. Taxpayers need to know that this is going to be a tax bill to take care of the cemetery forever, is what it amounts to, because who is going to buy a cemetery from the City of Belleville? We need to mitigate the cost of that, we are looking at \$100,000, it won't stay at \$100,000 this is going to go up year after year as wages go up, our cost will continue to increase on this thing. This allows a way to do that, to pay back some of the cost that is there. If we decided to bid on this and we are the successful bidder on this, this will give us an optional way to try and mitigate some of the cost for the taxpayers in taking over the cemetery. I am going to vote in favor of this myself, because it provides a way to mitigate some of the cost to the taxpayers if we buy the cemetery if we move forward with this and if this is a way to take care of it.

Aldersperson Schneider: Do we have any idea when the auction is going to be, the bidding on this and any idea of who is going to be bidding what they want it for?

Director of Economic Development, Planning & Zoning, Clifford Cross: No, we don't know what they are going to respond, that is their privilege to know, in fairness to them, I don't want to know, that is to protect them, and they have that right to bid fair and competitive. What I do know is the Comptroller is going to require to be a qualified bidder, you will have to meet certain requirements to continue the operation of the cemetery and get the license. I don't know anything about cemeteries, but you just can't have someone come in and say I'm bidding this on it, you have to show yourself whether you come in high bid or not, you have to show that you are a qualified bidder. In terms of your timeframe, there is a process that they have to follow at the State level to do this and I know there is at least one thirty day and I think up to two or three windows where they publish it and you respond and those things are the types of things they plan on doing early in 2024.

Aldersperson Schaefer: Raffi, I understand your passion for that cemetery, I get it. I have someone, I have some family members there as well, but we can't spend another dime on paving roads until we know we are going to own it. That is not what is best for our taxpayers.

Aldersperson Ovian: If we buy it, we pave it, make improvements.

Aldersperson Schaefer: We just got to make sure that we cover our costs. We have to make sure it is covered.

Aldersperson Ovian: Last year in 2023, they buried thirty people, that is a drop. People aren't burying there, but basically now, looking at other ways cost wise. However, if you make

improvements, and I am not saying you do it all at once, you take it step by step. The critical areas you improve, and show that to the people, they will come back.

Mayor Gregory: I think the discussion tonight is just on the solar farm it is whether we are going to approve to move this forward to make a proposal to the State of Illinois.

Director of Economic Development, Planning & Zoning, Clifford Cross: We can start to put it together, an improvement plan for the longevity of that cemetery. Every year this is what we bid to do it and this is the funding source we go to look at, this is the match, these are the things we go and look at, it is not going to fix itself overnight, trust me, but just show the ability and those are things you are absolutely right, we are going to incur cost as we continue, but at this point, do we continue to mow it or do we get ourselves a chance to at least bid. That is all we are asking for.

Aldersperson Ovian: Every burial lot there, we get the money. State doesn't. The State was not fair with us, the State got some extra money that they did not deserve.

Director of Economic Development, Planning & Zoning, Clifford Cross: That is water under the bridge, I am looking forward. Let's see what we can do to fix it up, if we don't do it, we don't do it.

Multiple people talking.

Aldersperson Stiehl: There is a motion on the floor.

Mayor Gregory: I would like to remind you of exactly what you are voting on, to basically have the capability of getting a design and program (inaudible)

Director of Economic Development, Planning & Zoning, Clifford Cross: We don't want to invest in it if we are not going to build it.

Aldersperson Ferguson: Then it comes back to Council.

Director of Economic Development, Planning & Zoning, Clifford Cross: This is what I can offer as a condition, we can take the final design to the Planning Commission, just like we would do for any commercial site plan, allow for public input and public comment, give you the ability to take one last look at it and public comment on to best get their, we are not here, look I get it, I get the concerns with what they can and can't do, we want to protect them just the same, we truly do. We just have to find, we just don't want to invest time and resources if it is a no go.

Aldersperson Elmore: The public needs to understand that if we vote yes tonight, the chainsaws do not start tomorrow.

Aldersperson Stiehl: I call for a vote.

City Clerk Gain Meyer: An aye vote is for approval,

Members voting aye on roll call: Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Whitaker, Duco, Randle, Ferguson, Anthony. (14)

Members voting aye on roll call: Schneider (1)

Motion carries.

COMMUNICATIONS

None.

PETITIONS

None.

RESOLUTIONS

None.

ORDINANCES

Aldersperson Whitaker made a motion second by Aldersperson Anthony to read Ordinance 9235, 9236, 9237, 9238, 9239, 9240, and 9241 by title only.

All members present voted aye.

Motion carries.

ORDINANCE 9235-2024

An Ordinance Authorizing Sale/Conversion of Holiday Street Light Decorations and Parking Meters

ORDINANCE 9237-2024

A Zoning Ordinance in RE CASE #60-DEC23 – Faith Family Life Church

ORDINANCE 9238-2024

A Zoning Ordinance in RE CASE #61-DEC23 – City of Belleville Zoning Code Amendment

ORDINANCE 9239-2024

A Zoning Ordinance in RE CASE #62-DEC23 – City of Belleville Zoning Code Amendment

ORDINANCE 9240-2024

A Zoning Ordinance in RE CASE #63-DEC23 – City of Belleville Zoning Code Amendment

ORDINANCE 9241-2024

A Zoning Ordinance in RE CASE #64-DEC23 – City of Belleville Zoning/Mt. Hope Cemetery

Aldersperson Schaefer made a motion second by Aldersperson Randle to approve the Ordinances as read.

Members voting aye on roll call: Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Whitaker, Duco, Randle, Ferguson, Anthony, Ovia. (14)

Members voting nay on roll call: Schneider (1)

Motion carries

UNFINISHED BUSINESS

None.

MISCELLANEOUS & NEW BUSINESS

Aldersperson Rothweiler made a motion second by Aldersperson Schaefer to pay the Motor Fuel Claims in the Amount of **\$293,871.21**.

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

Motion carries.

ADJOURNMENT

Aldersperson Randle made a motion second by Aldersperson Schaefer to adjourn at 8:47 p.m.

All members voted aye.

Motion carries.

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - JANUARY 16, 2024**

GENERAL FUND

00 - Revenue	\$188,800.39
50 - Administration	\$98,704.77
51 - Police	\$100,426.36
52 - Fire	\$79,733.71
53 - Streets	\$35,024.61
54 - Parks	\$10,371.69
55 - Cemetery	\$4,866.33
56 - Hlth/Sanitation	\$114,513.40
61 - Health & Housing	\$6,098.07
62 - Economic Dev, Planning & Zoning	\$797.84
82 - Mayor	\$279.63
83 - Finance	\$54.48
84 - Human Resources	\$602.37
87 - Maintenance	\$9,082.19
88 - Engineering	\$242.08
GENERAL FUND TOTAL	<u>\$649,597.92</u>

SEWER OPERATIONS

75 - Collections	\$11,819.59
77 - Lines	\$36,264.22
78 - Plant	\$61,062.77
SEWER TOTAL	<u>\$109,146.58</u>

04 - Library	\$5,398.82
07 - Park/Rec	\$10,235.76
12 - General & Community Assistance	\$2,755.11
13 - Motor Fuel Tax Fund	\$20,616.30
15 - Tort Liability Fund	\$481.00
20 - Campus Fund	\$64,543.27
30 - SSA	\$742.42
38 - TIF 3	\$896,008.98
75 - TIF 17 E Main Street	\$15,000.00
77 - TIF 19 Frank Scott Parkway	\$94,331.21

ALL FUNDS TOTAL	<u><u>\$1,868,857.37</u></u>
------------------------	------------------------------

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
ADMINISTRATION			
551	ILLINOIS AMERICAN WATER	01-50	796.56
HO127	HOME BUILDERS & REMODELERS	01-50	725.00
**TOTAL ADMINISTRATION			1,521.56
POLICE DEPARTMENT			
4902	AT & T	01-51	440.48
**TOTAL POLICE DEPARTMENT			440.48
FIRE DEPARTMENT			
4902	AT & T	01-52	350.88
WA116	WALMART CREDIT CARD	01-52	244.19
**TOTAL FIRE DEPARTMENT			595.07
PARKS DEPARTMENT			
4902	AT & T	01-54	378.46
551	ILLINOIS AMERICAN WATER	01-54	402.76
**TOTAL PARKS DEPARTMENT			781.22
01 GENERAL FUND		GRAND TOTAL	3,338.33

SYS DATE:01/05/24

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

SYS TIME:11:27

DATE: 01/05/24

Friday January 5, 2024

[NCS]
PAGE 2

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
4782	SAM'S CLUB/SYNCHRONY BANK	07-00	256.90
551	ILLINOIS AMERICAN WATER	07-00	107.05
WA116	WALMART CREDIT CARD	07-00	370.58
	**TOTAL		----- 734.53
	07 PLAYGROUND AND RECREATION	GRAND TOTAL	734.53

SYS DATE:01/05/24

CITY OF BELLEVILLE
C L A I M S H E E T
Friday January 5, 2024

SYS TIME:11:27

[NCS]

DATE: 01/05/24

PAGE 3

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21	SEWER OPERATION & MAINTENANCE		
	SEWER PLANT		
4902	AT & T	21-78	767.56
551	ILLINOIS AMERICAN WATER	21-78	1,842.64
	**TOTAL SEWER PLANT		----- 2,610.20
	21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	2,610.20
	GRAND TOTAL FOR ALL FUNDS:		6,683.06
	TOTAL FOR REGULAR CHECKS:		6,683.06

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
659	LIBRARY FUND	01-00	19,185.34
GE038	GENERAL & COMMUNITY ASSISTANCE	FU01-00	18,881.26
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	1,897.47
SO050	SONOMA CAP RE FUND II, LLC	01-00	2,313.01
UM001	UMB BANK - CORPORATE TRUST	01-00	146,523.31
	**TOTAL		188,800.39
ADMINISTRATION			
2741	SISTER CITIES INTERNATIONAL	01-50	610.00
3119	COMPUTYPE IT SOLUTIONS	01-50	2,556.69
551	ILLINOIS AMERICAN WATER	01-50	827.65
5987	IL STATE POLICE, DIV OF JUSTICE	S01-50ES	113.00
6563	CHRIST BROS. ASPHALT INC	01-50	57,500.74
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-50	2,368.08
CD003	SHRED-IT USA LLC	01-50	153.79
CH030	CHARTER COMMUNICATIONS	01-50	275.10
CO139	CONSTELLATION NEW ENERGY, INC	01-50	7,895.58
FR042	FREEBURG PRINTING & PUBLISHING, I	01-50	270.00
GR093	GRAYBAR FINANCIAL SERVICES	01-50	2,834.91
IB003	IBM CORPORATION	01-50	609.00
LO029	LOCHMUELLER GROUP	01-50	3,838.66
OD007	ODP BUSINESS SOLUTIONS, LLC	01-50	1,582.81
PU014	PURITAN SPRINGS	01-50	19.23
TM002	T-MOBILE	01-50	939.78
TO027	TOWN SQUARE PUBLICATIONS LLC	01-50	1,895.00
UM001	UMB BANK - CORPORATE TRUST	01-50	12,893.19
	**TOTAL ADMINISTRATION		97,183.21
POLICE DEPARTMENT			
1473	MARTIN GLASS COMPANY	01-51	4,537.50
3119	COMPUTYPE IT SOLUTIONS	01-51	408.00
365	WIRELESS USA	01-51	924.00
3728	DOBBS AUTO CENTERS, INC.	01-51	1,075.94
5425	METRO LOCK & SECURITY INC	01-51	75.00
6122	VERIZON WIRELESS	01-51	1,898.14
657	LEON UNIFORM COMPANY, INC.	01-51	1,289.98
661	LIESE LUMBER CO., INC.	01-51	282.82
678	MAJOR CASE SQUAD OF GREATER ST LO	01-51	1,050.00
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-51	52,287.29
7983	RITZHEIMER, RANDY	01-51	33.50
AL041	ALL IN SHIPPING	01-51	11.76
AM063	AMAZON BUSINESS	01-51	1,708.53
BU079	BUSEY BANK	01-51	2,867.18
CH030	CHARTER COMMUNICATIONS	01-51	244.23
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-51	1,573.50
ED034	ED MORSE FORD	01-51	424.91
FA002	FASTENAL COMPANY	01-51	15.00
FA026	FACTORY MOTOR PARTS CO	01-51	176.54

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
POLICE DEPARTMENT			
FO057	FOSTER, MATTHEW	01-51	24.74
GU026	GUARDIAN ALLIANCE TECHNOLOGIES, I	01-51	102.00
HU069	HUELS OIL COMPANY	01-51	11,975.83
IL103	ILLINOIS SECRETARY OF STATE	01-51	50.00
MC125	MCKAY AUTO PARTS BELLEVILLE	01-51	40.94
MI116	MIDWEST AUTO GLASS, INC	01-51	2,232.50
OD007	ODP BUSINESS SOLUTIONS, LLC	01-51	4,452.67
OR001	O'REILLY AUTO PARTS	01-51	395.91
TM002	T-MOBILE	01-51	9,740.05
UN027	UNIFIRST CORPORATION	01-51	53.81
UN049	UNITED INK	01-51	33.61
**TOTAL POLICE DEPARTMENT			99,985.88
FIRE DEPARTMENT			
182	BANNER FIRE EQUIPMENT INC	01-52	5,957.35
272	MISSELHORN, BENJAMIN	01-52	2,780.96
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	134.29
515	HOME-BRITE ACE HARDWARE	01-52	18.37
5987	IL STATE POLICE, DIV OF JUSTICE S01-52ES		28.25
696	MECKFESSEL TIRE CO.	01-52	297.24
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-52	55,697.33
726	CLEAN UNIFORM COMPANY	01-52	175.99
AM063	AMAZON BUSINESS	01-52	71.01
BF001	B & F CONSTRUCTION CODE SERVICES,	01-52	1,512.00
BU079	BUSEY BANK	01-52	3,239.35
CD003	SHRED-IT USA LLC	01-52	50.09
CH030	CHARTER COMMUNICATIONS	01-52	449.94
HU069	HUELS OIL COMPANY	01-52	3,678.39
LO010	LOWE'S	01-52	207.69
OR001	O'REILLY AUTO PARTS	01-52	255.82
SE034	SENTINEL EMERGENCY SOLUTIONS	01-52	1,506.21
SW002	SWANSEA ELECTRICAL SUPPLY	01-52	180.00
TA029	TAYLOR MARINE PERFORMANCE CENTER	01-52	209.60
TM002	T-MOBILE	01-52	2,688.76
**TOTAL FIRE DEPARTMENT			79,138.64
STREETS			
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	1,453.57
402	EGYPTIAN WORKSPACE PARTNERS	01-53	62.39
413	ERB TURF EQUIPMENT, INC.	01-53	1,905.00
419	JOHN FABICK TRACTOR COMPANY	01-53	1,543.65
515	HOME-BRITE ACE HARDWARE	01-53	49.97
661	LIESE LUMBER CO., INC.	01-53	296.60
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-53	17,997.44
AD002	ADVANCE AUTO PARTS	01-53	23.64
AM063	AMAZON BUSINESS	01-53	174.44
CD003	SHRED-IT USA LLC	01-53	6.00

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
STREETS			
CH030	CHARTER COMMUNICATIONS	01-53	184.28
DD002	D&D TIRE SERVICE LLC	01-53	435.00
EQ003	EQUIPMENTSHARE.COM, INC	01-53	210.00
HU069	HUELS OIL COMPANY	01-53	2,984.46
LA015	LAWSON PRODUCTS INC	01-53	61.32
LA088	LAING, JONATHAN	01-53	300.00
TM002	T-MOBILE	01-53	560.27
UN027	UNIFIRST CORPORATION	01-53	456.58
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-53	6,320.00
**TOTAL STREETS			35,024.61
PARKS DEPARTMENT			
378	DINTELMANN NURSERY & GARDEN CTR,	01-54	50.00
4902	AT & T	01-54	577.65
515	HOME-BRITE ACE HARDWARE	01-54	5.40
551	ILLINOIS AMERICAN WATER	01-54	476.48
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-54	3,788.93
AM063	AMAZON BUSINESS	01-54	37.73
AT012	AT & T MOBILITY	01-54	16.80
CH030	CHARTER COMMUNICATIONS	01-54	114.98
CO139	CONSTELLATION NEW ENERGY, INC	01-54	1,446.60
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	46.50
HU069	HUELS OIL COMPANY	01-54	1,270.18
JO048	JOHNNY ON THE SPOT 347	01-54	846.52
OR001	O'REILLY AUTO PARTS	01-54	59.99
TM002	T-MOBILE	01-54	637.40
TR035	TRACTOR SUPPLY CREDIT PLAN	01-54	76.40
UN027	UNIFIRST CORPORATION	01-54	138.91
**TOTAL PARKS DEPARTMENT			9,590.47
CEMETERY DEPARTMENT			
707	MIDWESTERN PROPANE GAS CO	01-55	1,456.93
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-55	1,894.47
BU079	BUSEY BANK	01-55	49.99
TM002	T-MOBILE	01-55	350.08
UN027	UNIFIRST CORPORATION	01-55	114.86
WE023	WEINLAND REFRIGERATION	01-55	1,000.00
**TOTAL CEMETERY DEPARTMENT			4,866.33
HEALTH & SANITATION			
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	20,298.63
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-56	89.59
515	HOME-BRITE ACE HARDWARE	01-56	30.95
6311	MILAM RECYCLING & DISPOSAL FACILI	01-56	2,875.62
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-56	30,311.47
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-56	396.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
HEALTH & SANITATION			
CO073	COTTONWOOD HILLS RDF	01-56	39,519.16
EQ003	EQUIPMENTSHARE.COM, INC	01-56	210.00
GO005	GOODALL TRUCK TESTING	01-56	61.00
HU069	HUELS OIL COMPANY	01-56	18,527.58
MA045	MADD TOWING INC	01-56	495.00
ST043	ST LOUIS COMPOSTING INC	01-56	622.20
TM002	T-MOBILE	01-56	415.13
UN027	UNIFIRST CORPORATION	01-56	661.07
	**TOTAL HEALTH & SANITATION		114,513.40
HEALTH & HOUSING			
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-61	284.17
BR151	BROWN, LOWELL GENE	01-61	400.66
FP001	FP MAILING SOLUTIONS	01-61	149.85
FR042	FREEBURG PRINTING & PUBLISHING, I	01-61	334.40
HU069	HUELS OIL COMPANY	01-61	732.59
MC118	MCCLATCHY COMPANY LLC	01-61	133.20
TM002	T-MOBILE	01-61	4,063.20
	**TOTAL HEALTH & HOUSING		6,098.07
ECONOMIC DEV, PLANNING & ZONING			
HE102	HEWLETT-PACKARD FINANCIAL SERVICE	01-62	312.97
MC118	MCCLATCHY COMPANY LLC	01-62	278.24
TM002	T-MOBILE	01-62	206.63
	**TOTAL ECONOMIC DEV, PLANNING & ZONING		797.84
MAYOR			
402	EGYPTIAN WORKSPACE PARTNERS	01-82	35.24
SO002	SWICOM	01-82	35.00
TM002	T-MOBILE	01-82	209.39
	**TOTAL MAYOR		279.63
FINANCE			
OD007	ODP BUSINESS SOLUTIONS, LLC	01-83	54.48
	**TOTAL FINANCE		54.48
HUMAN RESOURCES/COMMUNITY DEV			
AP006	APEX PHYSICAL THERAPY LLC	01-84	344.00
CD003	SHRED-IT USA LLC	01-84	51.45
TM002	T-MOBILE	01-84	206.92
	**TOTAL HUMAN RESOURCES/COMMUNITY DEV		602.37
MAINTENANCE			

DATE: 01/16/24

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	MAINTENANCE		
3430	FIRESTONE CAR CENTER	01-87	843.78
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	220.06
515	HOME-BRITE ACE HARDWARE	01-87	57.96
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-87	663.06
726	CLEAN UNIFORM COMPANY	01-87	108.39
BA126	BAER HEATING & COOLING, INC	01-87	1,180.00
CH030	CHARTER COMMUNICATIONS	01-87	146.92
CK001	CK POWER	01-87	1,148.00
HU069	HUELS OIL COMPANY	01-87	406.76
LO010	LOWE'S	01-87	22.64
TM002	T-MOBILE	01-87	1,034.62
WE023	WEINLAND REFRIGERATION	01-87	3,250.00
	**TOTAL MAINTENANCE		9,082.19
	ENGINEERING		
HU069	HUELS OIL COMPANY	01-88	33.87
TM002	T-MOBILE	01-88	208.21
	**TOTAL ENGINEERING		242.08
01	GENERAL FUND	GRAND TOTAL	646,259.59

SYS DATE:01/10/24

CITY OF BELLEVILLE
C L A I M S H E E T
Tuesday January 16,2024

SYS TIME:15:48

[NCS]

DATE: 01/16/24

PAGE 6

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
4902	AT & T	04-00	25.29
7185	ILLINOIS COUNTIES RISK MGMT TRUST	04-00	2,841.70
CH030	CHARTER COMMUNICATIONS	04-00	254.97
CO139	CONSTELLATION NEW ENERGY, INC	04-00	784.16
TM002	T-MOBILE	04-00	1,492.70
	**TOTAL		5,398.82

	04 LIBRARY	GRAND TOTAL	5,398.82

VENDOR #	NAME	DEPT.	AMOUNT
07 PLAYGROUND AND RECREATION			
176	BARCOM SECURITY	07-00	1,365.25
2244	SWITZER FOOD & SUPPLIES	07-00	16.75
3119	COMPUTYPE IT SOLUTIONS	07-00	457.50
551	ILLINOIS AMERICAN WATER	07-00	67.32
7185	ILLINOIS COUNTIES RISK MGMT TRUST	07-00	1,894.47
8092	DA-COM CORPORATION	07-00	60.00
AM063	AMAZON BUSINESS	07-00	438.27
BU079	BUSEY BANK	07-00	1,321.31
CD003	SHRED-IT USA LLC	07-00	47.70
CO139	CONSTELLATION NEW ENERGY, INC	07-00	130.12
GR093	GRAYBAR FINANCIAL SERVICES	07-00	33.54
PE059	PETTY CASH - RECREATION	07-00	1,000.00
RH004	RHODES, DARREN	07-00	2,019.60
ST230	STAPLES	07-00	237.16
TM002	T-MOBILE	07-00	412.24
	**TOTAL		9,501.23
07 PLAYGROUND AND RECREATION		GRAND TOTAL	9,501.23

SYS DATE:01/10/24

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

SYS TIME:15:48

DATE: 01/16/24

Tuesday January 16,2024

[NCS]
PAGE 8

VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
BU079	BUSEY BANK	12-00	2,658.00
CD003	SHRED-IT USA LLC	12-00	6.00
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	40.80
GR093	GRAYBAR FINANCIAL SERVICES	12-00	50.31
	**TOTAL		----- 2,755.11
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	2,755.11

SYS DATE:01/10/24

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

SYS TIME:15:48

DATE: 01/16/24

Tuesday January 16,2024

[NCS]

PAGE 9

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
1547	THOUVENOT, WADE, & MOERCHEN INC	13-00	1,426.00
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	12,000.00
5460	SHILOH VALLEY TOWNSHIP ROAD DISTRI	13-00	2,044.30
CH058	CHRIST BROS. PRODUCTS LLC	13-00	1,286.00
EL001	ELECTRICO, INC.	13-00	2,284.00
LO029	LOCHMUELLER GROUP	13-00	1,576.00
	**TOTAL		20,616.30

13	MOTOR FUEL TAX FUND	GRAND TOTAL	20,616.30

SYS DATE:01/10/24

CITY OF BELLEVILLE
C L A I M S H E E T
Tuesday January 16,2024

SYS TIME:15:48
[NCS]
PAGE 10

VENDOR #	NAME	DEPT.	AMOUNT
=====			
15	TORT LIABILITY FUND		
BE013	BECKER, HOERNER & YSURSA P.C.	15-00	231.00
IP002	IPMG	15-00	250.00

	**TOTAL		481.00
	15 TORT LIABILITY FUND	GRAND TOTAL	481.00

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

20 CAMPUS FUND

2102	AMEREN ILLINOIS	20-00	16,407.40
5425	METRO LOCK & SECURITY INC	20-00	846.00
551	ILLINOIS AMERICAN WATER	20-00	2,765.09
7185	ILLINOIS COUNTIES RISK MGMT TRUST	20-00	28,309.50
BA126	BAER HEATING & COOLING, INC	20-00	15,757.30
JO104	JOHNSON CONTROLS FIRE PROTECTION	20-00	238.00
SP055	SPECTRUM ENTERPRISE	20-00	219.98

	**TOTAL		64,543.27
--	---------	--	-----------

20 CAMPUS FUND	GRAND TOTAL	64,543.27
----------------	-------------	-----------

SYS DATE:01/10/24

CITY OF BELLEVILLE
C L A I M S H E E T
Tuesday January 16,2024

SYS TIME:15:48
[NCS]
PAGE 13

VENDOR #	NAME	DEPT.	AMOUNT
30 SPECIAL SERVICE AREA			
7185	ILLINOIS COUNTIES RISK MGMT TRUST	30-00	473.62
CO139	CONSTELLATION NEW ENERGY, INC	30-00	268.80
	**TOTAL		742.42
	30 SPECIAL SERVICE AREA	GRAND TOTAL	742.42

SYS DATE:01/10/24

CITY OF BELLEVILLE
C L A I M S H E E T
Tuesday January 16,2024

SYS TIME:15:48
[NCS]
PAGE 14

VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	12,934.22
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	25,593.96
LO029	LOCHMUELLER GROUP	38-00	48,072.95
MC118	MCCLATCHY COMPANY LLC	38-00	85.84
TR016	TREASURER, STATE OF ILLINOIS	38-00	809,322.01
	**TOTAL		896,008.98
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	896,008.98

SYS DATE:01/10/24

CITY OF BELLEVILLE

SYS TIME:15:48

C L A I M S H E E T

[NCS]

DATE: 01/16/24

Tuesday January 16,2024

PAGE 15

VENDOR #	NAME	DEPT.	AMOUNT
=====			
75	TIF 17 (EAST MAIN STREET)		
TY005	TYGRACON PROPERTIES, INC	75-00	15,000.00
	**TOTAL		----- 15,000.00
	75 TIF 17 (EAST MAIN STREET)	GRAND TOTAL	15,000.00

SYS DATE:01/10/24

CITY OF BELLEVILLE
C L A I M S H E E T
Tuesday January 16,2024

SYS TIME:15:48

[NCS]

DATE: 01/16/24

PAGE 16

VENDOR #	NAME	DEPT.	AMOUNT
=====			
77	TIF 19 (FRANK SCOTT PARKWAY)		
UM001	UMB BANK - CORPORATE TRUST	77-00	94,331.21
	**TOTAL		<u>94,331.21</u>
	77 TIF 19 (FRANK SCOTT PARKWAY)	GRAND TOTAL	94,331.21
	GRAND TOTAL FOR ALL FUNDS:		1,862,174.31
	TOTAL FOR REGULAR CHECKS:		1,799,426.09
	TOTAL FOR DIRECT PAY VENDORS:		62,748.22

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT
PAYROLL DATE: 1/12/2024

01 50	ADMINISTRATION	<u>\$13,645.70</u>
01 51	POLICE	<u>\$325,665.44</u>
01 52	FIRE	<u>\$254,254.92</u>
01 53	STREET	<u>\$43,211.53</u>
01 54	PARKS	<u>\$18,692.21</u>
01 55	CEMETERY	<u>\$8,294.18</u>
01 56	SANITATION	<u>\$54,177.86</u>
01 60	LEGAL	<u>\$7,727.17</u>
01 61	HOUSING DEPARTMENT	<u>\$30,978.81</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$9,501.06</u>
01 82	MAYOR	<u>\$6,295.19</u>
01 83	FINANCE	<u>\$8,407.58</u>
01 84	HUMAN RESOURCE	<u>\$5,011.38</u>
01 85	CLERK	<u>\$8,210.87</u>
01 86	TREASURER	<u>\$3,921.49</u>
01 87	MAINTENANCE	<u>\$18,303.09</u>
01 88	ENGINEER	<u>\$6,133.11</u>
	TOTAL GENERAL FUND	<u>\$822,431.59</u>
4	LIBRARY	<u>\$34,267.23</u>
7	RECREATION	<u>\$13,414.26</u>
12	G & C ASSISTANCE	<u>\$4,200.58</u>
20	CAMPUS	<u>\$2,828.54</u>
21 75	SEWER COLLECTIONS	<u>\$6,622.34</u>
21 77	SEWER LINES	<u>\$15,122.75</u>
21 78	SEWER PLANT	<u>\$48,733.98</u>
	TOTAL SEWER DEPARTMENT	<u>\$70,479.07</u>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$38,306.35</u>
	*****TOTAL PAYROLL	<u><u>\$985,927.62</u></u>



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

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Belleville (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

CITY OF BELLEVILLE

By: _____
Signature of Kristin A. Richards, Director

By: _____
Signature of Authorized Representative

Date: _____

Date: _____

By: _____
Signature of Designee

Printed Name: Patty Gregory

Printed Title: Mayor

Date: _____

Email: pgregory@belleville.net

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

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

“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.

“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 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.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

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

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

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

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

“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.

“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.

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

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“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 the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. “Program” is used interchangeably with “Project.”

“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), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“State Grantee Compliance Enforcement System” means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. “State-issued Award” does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of “contract” under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **01/01/2023** and expires on **12/31/2024** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$424,850.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 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.

2.4. Award 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 420-27-2645 and the CSFA Name is Tourism Attractions & Festivals Grant Program. If applicable, the State Award Identification Number (SAIN) is 2645-42441.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **HTGBJVMQ25T5** is Grantee’s correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **376001921** is Grantee’s correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

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

awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** 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 must 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 will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.

(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 2012 (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.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **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) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** 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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **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.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders 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.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, 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 (30 ILCS 708/25(6)(G)).

(k) **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.

(l) **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 must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner 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; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, 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.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **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 subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply 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: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

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

ARTICLE IV PAYMENT REQUIREMENTS

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 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 must 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 Paragraph 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 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 Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

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

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

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant 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 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. Grantor must pay Grantee 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 will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must 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 ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs 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 subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

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 is 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 AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must 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. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

**ARTICLE VI
BUDGET**

6.1. Budget. 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 must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must 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. 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. 44 Ill. Admin. Code 7000.370(b)(7).

**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 will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), 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(e).

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

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State 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 Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(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 must 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 Cost 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. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. 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 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 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 must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must 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 Award, 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 must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability 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.** Grantee must maintain records of expenditures 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 must 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.

7.6. **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).

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

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal 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.

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

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois 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.

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

8.6. **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 will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

9.1. Records Retention. Grantee must 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, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. 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.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must 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, 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 must cooperate fully in any such audit or inquiry.

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

9.4. 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 will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must 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 must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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 Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. 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.

ARTICLE XII AUDIT REQUIREMENTS

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

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's 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 Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not “For-Profit”.

(a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) 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 issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(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) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) 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 State-issued Awards, 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 E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, 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 must 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 State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

12.4. “For-Profit” Entities.

(a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and

must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), 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 GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) 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).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(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 Award; or

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

13.2. 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 allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. 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 must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. 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 Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) 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 prematurely. 2 CFR 200.343.

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

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for 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 subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor 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 XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree 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 must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide 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. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

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

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee 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 Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. 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, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. 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, the cost of which 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 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in 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. Grantee must 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.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, 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 XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. 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 Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must 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]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must 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**.

20.2. 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 must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost

or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. 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 Illinois Executive Order 15-09.

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

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

22.4. 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.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed 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.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are 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.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).

22.10. 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 controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(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.

22.11. 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 control. 30 ILCS 708/80.

22.12. Headings. Articles 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.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are 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 are deemed original for all purposes.

22.14. 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, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of 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 XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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 D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 665/1 section 8a(2).

The purpose of this authority is as follows:

The intent of the Tourism Attractions & Festivals Grant Program is to provide grants to assist tourism, travel and hospitality industries in recovering from the COVID-19 Pandemic.

PROJECT DESCRIPTION:

The Tourism Attractions & Festivals Grant Program will provide funds to units of local government, counties, municipalities, not-for-profit organizations, local promotion groups and for-profit businesses for the development or improvement of tourism attractions and for festivals/events located in Illinois.

A portion of this overall program will provide funds to support the safe reopening of businesses in the tourism, travel, and hospitality industries and to business districts that were closed during the COVID-19 public health emergency, as well as aid for a planned expansion or upgrade of tourism, travel, and hospitality facilities delayed due to the pandemic.

Another portion of this overall program will provide funds to assist with the revitalization of the extremely hard-hit tourism, travel, and hospitality industries by bringing back new and returning tourism attractions and festivals/events to our state. This will help to put the tourism, travel, and hospitality industries on the path to economic recovery from the COVID-19 pandemic. Unless otherwise determined by the Department, this award is considered to be covered by Expenditure Category 2.35 (Aid to Tourism, Travel, or Hospitality) as identified within the associated federal guidance.

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

The Grantee's Old Town Farmer's Market (OTFM) was opened in 2000 by local citizens and the Turkey Hill Grange to promote locally grown fresh foods. In 2012 the Belleville Main Street organization (a committee of the Greater Belleville Chamber of Commerce) took over management of the OTFM. After moving to various locations throughout the years, the market was given a regular location on the first block of South Charles Street at the edge of downtown Belleville. In 2018, it is estimated that there were approximately nine to 12 vendors per week. While no records were kept regarding visitor attendance at the beginning of the OTFM, the market was very popular with local residents.

Since the COVID-pandemic, the market has seen a decline in attendance along with a decline in vendor and visitor participation. Current estimates are approximately six vendors per week and approximately 50-75 visitors per week. The existing market occurs on South Charles Street, which sees an average daily traffic count of 1,850 cars per day.

The Grantee will replace the Old Town Farmer's Market with the Belleville City Market to bring more visitors to downtown Belleville. The new location, 117 South Illinois Street in Belleville, Illinois has an average of 11,000 cars per day. Relocating the market will increase visibility and make it easier for visitors to locate. It is estimated that the City Market will bring approximately 250 - 300 visitors per week. Additionally, there is no grocery store in the downtown area and the property is located in a USDA verified food desert. The new City Market will be open year-

round on Thursday and Friday evenings from 4:00 p.m. to 8:00 p.m. and Saturdays from 8:00 a.m. to 2:00 p.m. The market will be only the second year-round market in the entire St. Louis region, and the only one on the Illinois side of the St. Louis bi-state metropolitan statistical area.

Grant funds will be used for a portion of the costs associated with renovating the Grantee-owned building located at 117 South Illinois Street for use as a farmers' market called the Belleville City Market.

The market will be relocated closer to the heart of downtown Belleville and moved indoors to a currently vacant building adjacent to City Hall and near the Veterans' Memorial Fountain. The building is approximately 5,300 square feet and was formerly used for storage and office space. The paved outdoor space is approximately 5,000 square feet in area. Belleville City Market will feature approximately 18 vendors indoors and four to five outdoor vendors, as well as food trucks, cooking classes/demonstrations (in partnership with the University of Illinois Extension), art activities for children, live music and more. The vendors will include locally grown produce, food vendors, artists, crafters, homemade goods, florists, and others.

The overall project includes building renovations consisting of the demolition of non-load-bearing walls, replacement of existing garage doors with new 10' X 10' storefront windows, new windows for natural light, retrofitting existing doors for ADA compliance, network wiring for WIFI, and purchase and installation of a new security system. A sloped area/ramp will be leveled. Closed skylights will be opened to bring more natural light into the Market and ADA-compliant restrooms will be constructed. A demonstration kitchen (including equipment) will be constructed for cooking classes in conjunction with the University of Illinois Extension. Approximately 23 10' X 10' tents will be purchased for vendors. Other improvements include HVAC, insulation, plumbing and electrical work, installation of an ADA compliant entrance (with ramp) closer to public parking, and building code improvements.

Grant funds, in addition to the other matching sources, will specifically be used for:

Capital Projects – to include costs associated with renovations of a building such as:

- general selective demolitions;
- purchase and installation of concrete including:
 - leveling of existing interior ramp;
 - demolition and patching of a slab for new plumbing; and
 - a new rear ramp for ADA entrance and other paving as needed for ADA access;
- masonry work including cutting openings for new windows;
- thermal & moisture protections including:
 - new skylight curb and flashing,
 - tear off and of roof and purchase and installation of roofing materials,
 - new exterior wall insulation; and
 - miscellaneous joint sealing;
- finishes including:
 - general painting and exposed structure and duct painting;
 - purchase and installation of ceiling soffits and partitions;
 - purchase and installation of restroom flooring and wall finishes such as tile;
 - preparation and installation of coating on existing slab;
 - purchase and installation of rubber base and flooring transitions; and
- HVAC improvements including:
 - selective demolition; and
 - purchase and installation of a new rooftop HVAC (gas fired) and kitchen exhaust hood.

Costs for all other activities and items necessary for completion of this overall project will be covered by the required Match funding from other funding sources.

Completion of this project will benefit the public by significantly increasing the number of visitors to the City of Belleville. Increased visitation results in higher hotel occupancy rates, more restaurant meals served and boosted discretionary spending by tourists. These activities generate increased tax revenue and hours of labor required to meet the visitors' needs.

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

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 607 E. Adams St.
Springfield, IL 62701

GRANTEE CONTACT

Name: Patty Gregory
Title: Mayor
Address: 101 S ILLINOIS ST
Belleville, IL 62220-2105

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Libby Shawgo
Title: Grant Manager
Address: 607 E. Adams St.
Springfield, IL 62701
Phone: 217-785-9921
TTY#: (800) 785-6055
Email: Libby.D.Shawgo@Illinois.gov
Address:

GRANTEE CONTACT

Name: Eric Schauster
Title: Grants Coordinator
Address: 101 S ILLINOIS ST
Belleville, IL 62220-2105
Phone: 618-233-6810
TTY#: N/A
Email: eschauster@belleville.net
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: Eric Schauster
Authorized Designee Title: Assistant Director or Economic Development
Authorized Designee Phone: 618-233-6810, Ext. 1249
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: _____

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

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lucy Tankoua
Email: lucy.tankoua@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: 607 E. Adams St.
Springfield, IL 62701

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

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?
- Grantee shall provide a single report to DCEO within one year of the Grant ending date to confirm tracking of 1) venue rental days; and 2) attendance as compared to pre-COVID figures in order to measure outcomes.

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 E

SPECIFIC CONDITIONS

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

Specific Conditions:

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 200.208:

ICQ Section:	03 - Financial and Programmatic Reporting
Conditions:	Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix:	Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.
Timeframe:	One year.

There were no conditions resulting from the Merit-Based Review.

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
AUTHORIZED SIGNATORY**

23.1. 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 in the Grantee's signature block or on **Exhibit C**. 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 C**. Without this 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 C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should 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 XXIV
ADDITIONAL AUDIT PROVISIONS**

24.1. 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 XXV
ADDITIONAL MONITORING PROVISIONS**

25.1. 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.

25.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, 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 does 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 must 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 XXVI
ADDITIONAL INTEREST PROVISIONS**

26.1. 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 29.2 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 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X 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 are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 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 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. 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 will 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 subparagraph (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 subparagraph (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 XIII herein and any applicable rules.

ARTICLE XXIX

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

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII 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; and

(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.

29.2. 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 that date.

29.3. 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 will 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.

29.4. Grantee Responsibility. Grantee will 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.

29.5. 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 Paragraph 2.3. 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 must 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 cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. 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 will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. 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 30.1 and 30.3, 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 Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must 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 D**).

30.3. 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.

30.4. 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 provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements 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 Paragraph.

30.5. 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 D**) must be completed during the Term of the Agreement. Extensions of the 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 Award Term 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 XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. 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.

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

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. 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 must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. 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 Paragraph 2.3 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.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

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

33.1. Grantee Responsibility. 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.

33.2. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will 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. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.3. 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 must 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).

33.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) 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 the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). 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.

33.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.6. Steel Products Procurement Act (30 ILCS 565/1 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 565/1 *et seq.*).

33.7. Business Enterprise for 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.

33.8. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *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 must 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 must 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 must require the contractor or agent to comply with the provisions of this Paragraph.

(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. These safeguards must 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 will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-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, 815 ILCS 530/12 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, 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 XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee must provide Workers' Compensation insurance where the same is required and accepts 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.

34.2. **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 (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
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.

35.1. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that must 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 Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. **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. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse

Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements 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.**

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

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will 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 Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) 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 Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART THREE – PROJECT-SPECIFIC TERMS

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

**ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE**

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

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

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

February 2024

- Monthly Periodic Financial Report (02/15/2024) - Covering Period of 01/01/2023 - 01/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (02/15/2024) - Covering Period of 01/01/2023 - 01/31/2024; Send To: Grant Manager

March 2024

- Monthly Periodic Financial Report (03/15/2024) - Covering Period of 02/01/2024 - 02/29/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (03/15/2024) - Covering Period of 02/01/2024 - 02/29/2024; Send To: Grant Manager

April 2024

- Monthly Periodic Financial Report (04/15/2024) - Covering Period of 03/01/2024 - 03/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (04/15/2024) - Covering Period of 03/01/2024 - 03/31/2024; Send To: Grant Manager

May 2024

- Monthly Periodic Financial Report (05/15/2024) - Covering Period of 04/01/2024 - 04/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (05/15/2024) - Covering Period of 04/01/2024 - 04/30/2024; Send To: Grant Manager

June 2024

- Monthly Periodic Financial Report (06/17/2024) - Covering Period of 05/01/2024 - 05/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (06/17/2024) - Covering Period of 05/01/2024 - 05/31/2024; Send To: Grant Manager

July 2024

- Monthly Periodic Financial Report (07/15/2024) - Covering Period of 06/01/2024 - 06/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (07/15/2024) - Covering Period of 06/01/2024 - 06/30/2024; Send To: Grant Manager

August 2024

- Monthly Periodic Financial Report (08/15/2024) - Covering Period of 07/01/2024 - 07/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (08/15/2024) - Covering Period of 07/01/2024 - 07/31/2024; Send To: Grant Manager

September 2024

- Monthly Periodic Financial Report (09/16/2024) - Covering Period of 08/01/2024 - 08/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (09/16/2024) - Covering Period of 08/01/2024 - 08/31/2024; Send To: Grant Manager

October 2024

- Monthly Periodic Financial Report (10/15/2024) - Covering Period of 09/01/2024 - 09/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (10/15/2024) - Covering Period of 09/01/2024 - 09/30/2024; Send To: Grant Manager

November 2024

- Monthly Periodic Financial Report (11/15/2024) - Covering Period of 10/01/2024 - 10/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (11/15/2024) - Covering Period of 10/01/2024 - 10/31/2024; Send To: Grant Manager

December 2024

- Monthly Periodic Financial Report (12/16/2024) - Covering Period of 11/01/2024 - 11/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (12/16/2024) - Covering Period of 11/01/2024 - 11/30/2024; Send To: Grant Manager

January 2025

- Monthly Periodic Financial Report (01/15/2025) - Covering Period of 12/01/2024 - 12/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (01/15/2025) - Covering Period of 12/01/2024 - 12/31/2024; Send To: Grant Manager

February 2025

- End of grant Closeout Financial Report (02/14/2025) - Covering Period of 01/01/2023 - 12/31/2024; Send To: Grant Manager
- End of grant Closeout Performance Report (02/14/2025) - Covering Period of 01/01/2023 - 12/31/2024; Send To: Grant Manager

36.4. 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 22.4 and ARTICLE XXX, 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 X, XI, XII and XXXVI 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 XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Funding. There are three potential sources of funding for this Award: (1) the Coronavirus State Fiscal Recovery Fund (“SLFRF”); (2) the Build Illinois Bond Fund (“bond-funded”); and (3) the Rebuild Illinois Projects Fund. The specific source of funding may not be finally determined until sometime during the Award Term. Accordingly, all expenditures must be in compliance with the Grantor’s bondability guidelines. If the source of Grant Funds awarded pursuant to this Agreement is from the SLFRF, the Grant Funds would be considered a subaward from the State’s allocation from the SLFRF established by Section 602 of the Social Security Act, 42 USC 802. Grantee, therefore, will be required to comply with, and is subject to, all requirements of the SLFRF, the final rule implementing the SLFRF, effective April 1, 2022 (the “final rule”), (87 Fed. Reg. 4338, Jan. 27, 2022) and all other related rules and guidance issued by Grantor and the U.S. Department of the Treasury (“Treasury”), including, but not limited to the following:

(a) Recordkeeping Requirements.

(i) The SLFRF guidance issued by Treasury requires a longer records retention period than is required by paragraph 9.1 of this Agreement. Therefore, the Grantee is required to maintain, until December 31, 2031, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to this Award. 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. Grantee is responsible for ensuring all contractors and subrecipients, if applicable, adhere to these records retention requirements.

(ii) Grantee agrees to provide or make available all records related to this Award to Grantor or to Treasury upon request, and to any authorized oversight body, including, but not limited to, the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and the Pandemic Relief Accountability Committee (“PRAC”).

(b) Audits.

(i) Grantee may not use Grant Funds for costs for audits not performed in accordance with 2 CFR 200, Subpart F. Grantee also may be subject to audits as deemed necessary by authorized governmental entities, including Treasury, the GAO, the PRAC and the Treasury’s OIG. Per Treasury Guidance, Grantee may be exempt from certain requirements in ARTICLE XII, as set forth below.

(ii) Notwithstanding the provisions in ARTICLE XII herein:

The financial statement audit thresholds and the requirement to submit a Consolidated Year-End Financial Report set forth in Article XII do not apply to this Award for all grantees. Further, if Grantee is a “for-profit” entity, the

program-specific audit threshold and the requirement for Grantee to submit an annual audit to Grantor in ARTICLE XII, if applicable, also do not apply.

(c) Civil Rights Law Compliance. In addition to the other non-discrimination and Civil Rights law compliance required in this Agreement, Grantee also certifies it is in full compliance with the terms and provisions of all legal requirements of the Treasury relating to non-discrimination and non-discriminatory use of federal funds. These requirements include ensuring that Grantee does not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1 *et seq.*) and the Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681 *et seq.*) and the Treasury's implementing regulations, 31 CFR Part 28; and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*) and the Treasury's implementing regulations at 31 CFR Part 23.

(d) Reporting Requirements. In addition to the reporting requirements set forth in this Agreement, Grantee shall submit obligation and expenditure data and performance indicators and programmatic data as required by this section, the American Rescue Plan Act of 2021 and related federal guidance, in a format requested by Grantor. See Compliance and Reporting Guidance- State and Local Fiscal Recovery Funds, available at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>. To the extent possible, when applicable, Grantee should provide data disaggregated by race, ethnicity, gender, income, and other relevant factors as required by Grantor.

(i) Expenditure Category. For the purpose of the State of Illinois' required quarterly reports for its allocation from the SLFRF, this Award falls within the following expenditure category ("EC") 2.37.

(ii) Quarterly Reporting (other than Infrastructure projects, EC 5.1 – 5.21). Grantee is required to report the following information with its quarterly report:

1. Project Demographic Distribution (EC 1.1-2.37) For projects that address the Public Health or Negative Economic Impacts of COVID-19, Grantee must report on whether the project associated with this Award is targeted to "impacted" and "disproportionately impacted" communities, as defined by the final rule and related federal guidance. Grantees should be prepared to report the following:
 - The impacted and/or disproportionately impacted populations which this Award primarily serves. See Compliance and Reporting Guidance- State and Local Fiscal Recovery Funds (September 20, 2022) at pp. 20-21.
2. Public Health and Negative Economic Impacts (EC 1.1-3.5)
 - Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
 - Brief description of how Grantee's response is related and reasonable and proportional to a public health or negative economic impact of COVID-19
3. Healthy Childhood Environments (EC 2.11-2.13, 2.37)
 - Number of children served by childcare and early learning (pre-school/pre-K/ages 3-5)
 - Number of families served by home visiting
4. Negative Economic Impacts (EC 2.1 – 2.37)
 - Number of workers enrolled in sectoral job training programs
 - Number of workers completing sectoral job training programs
 - Number of people participating in summer youth employment programs

5. Use of Evidence (EC 1.4, 1.11- 1.13, 2.1-2.4, 2.6, 2.7, 2.9-2.20, 2.25, 2.26, 2.30, 2.32, 2.33, 2.37)

- The dollar amount of the total project spending that is allocated towards evidence-based interventions
- Indicate if a program evaluation of the project is being conducted –
 - Note: Grantees are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted.
 - If a program evaluation is being conducted in lieu of evidence-based interventions, Grantee must describe the evaluation design including whether it is a randomized or quasi-experimental design; the key research questions being evaluated; whether the study has sufficient statistical power to disaggregate outcomes by demographics; and the timeframe for the completion of the evaluation.
 - Grantee must notify Grantor when the program evaluation has been completed, as the State will be required to post the evaluation publicly and link to the completed evaluation in its annual reporting.

(iii) Annual Reporting- Recovery Plan Performance Report. The State of Illinois is annually required to publish and submit to Treasury a Recovery Plan Performance Report. Grantor may provide data from Grantee’s quarterly reports to the Governor’s Office of Management and Budget or a designee for submission with the State’s Recovery Plan Performance Report. Grantee may be required to provide additional data for annual reporting as requested by Grantor or as required by subsequent updates to Treasury guidance.

(e) Publications. If funded by the SLFRF, any publications produced with Grant Funds from this Award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of the Treasury.”

(f) Protections for Whistleblowers. In accordance with 41 USC 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this paragraph, in the predominant native language of the workforce.

(g) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat

belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(h) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

(i) Disclosure to Treasury and Public Disclosure. Grantor is required to provide detailed obligation and expenditure information to Treasury for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made from SLFRF funds that are greater than \$50,000. Grantee acknowledges that identifying and demographic information (e.g. DUNS/UEI/FEIN number and location); the award date, type, amount and description; award payment method; and any other information contained within this Agreement may be subject to disclosure to Treasury by Grantor, the Governor’s Office of Management and Budget, and/or their designees. Grantor cannot guarantee the information provided to Treasury will remain confidential. Subject to federal statutes governing confidentiality of personal identification information (e.g. 42 USC 405), Treasury will make data submitted by Grantor and other State entities publicly available. See Project and Expenditure Report User Guide, <https://home.treasury.gov/system/files/136/Jul-2023-PE-Report-User-Guide.pdf>.

37.2. 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.

37.3. 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
_____ Illinois State Historic Preservation Office	_____	_____
_____ Illinois Dept. of Agriculture	_____	_____
<u> X </u> Illinois Dept. of Natural Resources	<u> X </u>	_____
_____ Illinois Environmental Protection Agency	_____	_____
_____ 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 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. 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.

37.4 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.

37.5 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.

37.6 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.

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

37.8 Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor’s bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7, and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 30.1, unless specifically notified by Grantor that Grantee may do so.

Section C - Budget Worksheet & Narrative

City of Belleville

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<i>Budget Category</i>	<i>State</i>	<i>NON-State</i>	<i>Total</i>
<i>4. Equipment</i>	\$ -	\$ 18,000.00	\$ 18,000.00
<i>6. Contractual Services</i>	\$ -	\$ 9,130.00	\$ 9,130.00
<i>7. Consultant (Professional Services)</i>	\$ -	\$ -	\$ -
<i>14. Other or Misc. Costs</i>	\$ -	\$ -	\$ -
<i>15A. Capital Projects</i>	\$ 424,850.00	\$ 397,720.00	\$ 822,570.00
<i>15B. Interpretive Programs</i>	\$ -	\$ -	\$ -
<i>State Request</i>	\$ 424,850.00		
<i>Non-State Amount</i>		\$ 424,850.00	
TOTAL PROJECT COSTS			\$ 849,700.00

2021 Fees	Description	Amount	Notes
City Clerk	Ambulance Service License	\$50.00	
City Clerk	Auctioneer License	\$50.00	
City Clerk	Bed & Breakfast License	\$75.00	
City Clerk	Short Term Rental(s) aka AirBnB	\$75.00	
City Clerk	Billiards/Pool License	\$50.00	
City Clerk	Cannabis Craft Grower	\$5,000.00	ONLY ONE(1) ALLOWED TO OPERATE WITHIN CITY LIMITS
City Clerk	Cannabis Cultivation Center	\$5,000.00	ONLY ONE(1) ALLOWED TO OPERATE WITHIN CITY LIMITS
City Clerk	Cannabis Dispensing Organization	\$5,000.00	ONLY TWO(2) ALLOWED TO OPERATE WITHIN CITY LIMITS
City Clerk	Cannabis Infuser Organization	\$5,000.00	ONLY ONE(1) ALLOWED TO OPERATE WITHIN CITY LIMITS
City Clerk	Cannabis On-Premise Consumption	\$5,000.00	
City Clerk	Cannabis Processing Organization	\$5,000.00	ONLY ONE(1) ALLOWED TO OPERATE WITHIN CITY LIMITS
City Clerk	Cannabis Transporting Organization	\$5,000.00	ONLY ONE(1) ALLOWED TO OPERATE WITHIN CITY LIMITS
City Clerk	Carnival License	\$100.00	
City Clerk	Caterer's License	\$50.00	
City Clerk	Circus License	\$100.00	
City Clerk	Coin Operated Machine License	\$50.00	
City Clerk	Consumer Inst. Loan Co. License	\$500.00	LIMITED TO THREE(3) WITHIN CITY LIMITS
City Clerk	Freedom of Information Act	\$0.15	FOR HARD COPIES AFTER FIRST 50 PAGES
City Clerk	Freedom of Information Act	\$10.00	PER HOUR PER PERSONNEL FOR RECORD SEARCH/REDACTION AFTER 8 HOURS
City Clerk	Freedom of Information Act	\$5.00	FOR TRANSFER OF RECORDING MEDIUM
City Clerk	Freedom of Information Act	\$5.00	DRIVER'S RECORD
City Clerk	Garage Sale/Yard Sale Permit	\$5.00	RESIDENTIAL USE ONLY; NO MORE THAN THREE(3) IN A CALENDAR YEAR
City Clerk	Itinerant Merchant License	\$100.00	
City Clerk	Junk Dealer License	\$50.00	
City Clerk	Liquidation Sale License	\$50.00	
City Clerk	Liquor License - Special - for more than 12 hours and not more than 24 hours, within any one day.	\$20.00	
City Clerk	Liquor License Class A-1: which shall permit the retail sale of alcoholic liquor for consumption on or off the premises where sold and not for resale in any form. (1:00 a.m. close)	\$700.00	
City Clerk	Liquor License Class A-1: which shall permit the retail sale of alcoholic liquor for consumption on or off the premises where sold and not for resale in any form. (10:00 p.m. close)	\$700.00	
City Clerk	Liquor License Class A-1: which shall permit the retail sale of alcoholic liquor for consumption on or off the premises where sold and not for resale in any form. (2:00 a.m. close)	\$950.00	
City Clerk	Liquor License Class A-2: which shall permit the retail sale of alcoholic liquor for consumption only on the premises where sold and not for resale in any form. (2:00 a.m. close)	\$700.00	
City Clerk	Liquor License Class B - which shall permit the retail sale of alcoholic liquor for consumption on the premises of restaurants and not for resale in any form. (1:00 a.m. close)	\$700.00	
City Clerk	Liquor License Class B - which shall permit the retail sale of alcoholic liquor for consumption on the premises of restaurants and not for resale in any form. (10:00 p.m. close)	\$700.00	
City Clerk	Liquor License Class B - which shall permit the retail sale of alcoholic liquor for consumption on the premises of restaurants and not for resale in any form. (2:00 a.m. close)	\$950.00	
City Clerk	Liquor License Class C-1 - which shall only permit the retail sale of alcoholic liquor in sealed packages, but not for consumption on the premises of where it is sold; provided that single-serving containers of alcoholic beverages in a volume of 40 fluid ounces or less shall only be cooled/chilled in an electrical refrigeration unit and shall not be displayed for sale at the cashier/check-out counter. (10:00 p.m. close)	\$800.00	

2021 Fees	Description	Amount	Notes
City Clerk	Liquor License Class C-1 - which shall only permit the retail sale of alcoholic liquor in sealed packages, but not for consumption on the premises of where it is sold; provided that single-serving containers of alcoholic beverages in a volume of 40 fluid ounces or less shall only be cooled/chilled in an electrical refrigeration unit and shall not be displayed for sale at the cashier/check-out counter. (1:00 a.m. close)	\$800.00	
City Clerk	Liquor License Class C-1 - which shall only permit the retail sale of alcoholic liquor in sealed packages, but not for consumption on the premises of where it is sold; provided that single-serving containers of alcoholic beverages in a volume of 40 fluid ounces or less shall only be cooled/chilled in an electrical refrigeration unit and shall not be displayed for sale at the cashier/check-out counter. (2:00 a.m. close)	\$1,050.00	
City Clerk	Liquor License Class C-2 - which shall only permit the retail sale of beer and wine in sealed packages, but not for consumption on the premises of where it is sold; provided that single-serving containers of alcoholic beverages in a volume of 40 fluid ounces or less shall only be cooled/chilled in an electrical refrigeration unit and shall not be displayed for sale at the cashier/check-out counter. (10:00 p.m. close)	\$800.00	
City Clerk	Liquor License Class C-2 - which shall only permit the retail sale of beer and wine in sealed packages, but not for consumption on the premises of where it is sold; provided that single-serving containers of alcoholic beverages in a volume of 40 fluid ounces or less shall only be cooled/chilled in an electrical refrigeration unit and shall not be displayed for sale at the cashier/check-out counter. (1:00 a.m. close)	\$800.00	
City Clerk	Liquor License Class C-2 - which shall only permit the retail sale of beer and wine in sealed packages, but not for consumption on the premises of where it is sold; provided that single-serving containers of alcoholic beverages in a volume of 40 fluid ounces or less shall only be cooled/chilled in an electrical refrigeration unit and shall not be displayed for sale at the cashier/check-out counter. (2:00 a.m. close)	\$1,050.00	
City Clerk	Liquor License Class D - which shall permit the retail sale of alcoholic liquor for consumption only on the premises where sold to be issued to regularly organized club, such sales to be made only to the members of the club.	\$400.00	
City Clerk	Liquor License Class E - which shall permit the sale or dealing at retail in alcoholic liquor by a religious organization or a not-for-profit organization that does business only intermittently.	\$100.00	
City Clerk	Liquor License Class F-1 - which shall permit the retail sale of alcoholic liquor for consumption on or off premises opened only periodically for the express purpose of providing accommodations for weddings, parties, bingo or other such special events.	\$500.00	
City Clerk	Liquor License Class F-2 - which shall permit the retail sale of alcoholic liquor for consumption only on premises opened only periodically for the express purpose of providing accommodations for weddings, parties, bingo or other such special events.	\$400.00	
City Clerk	Mobile Commerce Vendor	\$100.00	
City Clerk	Mobile Home Parks	Rate by Number of Units	
City Clerk	Motel License	\$50.00	
City Clerk	Pawnbrokers License	\$500.00	ONLY TWO(2) ALLOWED TO OPERATE WITHIN CITY LIMITS
City Clerk	Peddler License	\$100.00	
City Clerk	Public Garage License	\$50.00	NO MORE THAN FOUR(4) CARS PER GARAGE BAY PARKED ON THE EXTERIOR
City Clerk	Queen of Hearts Raffle License	\$25.00	
City Clerk	Raffle License	\$5.00	
City Clerk	Restaurant License	\$50.00	
City Clerk	Scavenger License	\$400.00	
City Clerk	Secondhand Dealer License	\$50.00	ONLY TWO(2) IN SPECIAL SERVICES DISTRICT; NO MORE THAN TEN(10) WITHIN CITY
City Clerk	Solicitor License	\$100.00	
City Clerk	Tattoo Parlor License	\$100.00	ONLY TWO(2) ALLOWED TO OPERATE WITHIN CITY LIMITS
City Clerk	Taxi Cab Service License	\$100.00	
City Clerk	Teen Club License	\$150.00	
City Clerk	Tourist Camp License	\$500.00	

2021 Fees	Description	Amount	Notes
City Clerk	Used Car Dealers License	\$50.00	
City Clerk	Vehicle Vending Food License	\$50.00	
City Clerk	Vendor of Food License	\$50.00	
City Clerk	Video Gaming Machine License	\$250.00	per machine
City Clerk	Video Gaming Machine Terminal Operator	\$500.00	per establishment
City Clerk	Wholesale Vending License	\$50.00	
Economic Development, Planning & Zoning	Area/Bulk Variance	\$250.00	PLUS \$10.00 per abutting property owner
Economic Development, Planning & Zoning	Commercial Occupancy Permit	\$100.00	
Economic Development, Planning & Zoning	Cell Tower Building Permit Fee	\$1,000.00	
Economic Development, Planning & Zoning	Cell Tower Carrier/Provider Fee	\$500.00	
Economic Development, Planning & Zoning	Copy of Comprehensive Plan	\$25.00	
Economic Development, Planning & Zoning	Copy of Sign Code	\$7.00	
Economic Development, Planning & Zoning	Copy of Sign Ordinance	\$7.00	
Economic Development, Planning & Zoning	Copy of Subdivision Regulations	\$15.00	
Economic Development, Planning & Zoning	Copy of Zoning Atlas	\$20.00	
Economic Development, Planning & Zoning	Copy of Zoning Code Book	\$30.00	
Economic Development, Planning & Zoning	Green Space Fees	Varies depending on acreage	
Economic Development, Planning & Zoning	Non-Conforming Use	\$25.00	
Economic Development, Planning & Zoning	Preliminary Plat	Varies based on number of lots	
Economic Development, Planning & Zoning	Rezoning	\$500.00	PLUS \$10.00 per abutting property owner
Economic Development, Planning & Zoning	Sign Permit - AOSC	\$75.00	
Economic Development, Planning & Zoning	Sign Variance	\$75.00	
Economic Development, Planning & Zoning	Special Use Permit	\$500.00	PLUS \$10.00 per abutting property owner
Economic Development, Planning & Zoning	Use Variance	\$500.00	PLUS \$10.00 per abutting property owner
Economic Development, Planning & Zoning	Zoning Verification Letters	\$25.00	
Economic Development, Planning & Zoning	Zoning Verification Packets	\$150.00	PLUS \$25.00 per hour (minimum of two hours)
Engineering	Fees for Engineering Plans	\$25 - \$50	
Engineering	Residential Sanitary Sewer Connection	\$25 each	
Engineering	Commercial/Industrial Development	\$100 each	
Engineering	Driveway Entrance Construction	\$20 each	
Engineering	Utility Company Main Line Installation	\$100 each	
Engineering	Utility Company Service and Repairs	\$10 each	
Engineering	Contractor Work for the COB	No Fee (permit must be pulled)	
Fire	All Other Necessary Permits	\$50.00	plus \$3.00 per \$1,000 of project cost
Fire	Bonfire Permits - Residential	\$10.00	
Fire	Bonfire Permits - Special Event	\$300.00	
Fire	Clean-Agent Fire Suppression	\$50.00	plus \$2.00 per \$1,000 of system cost
Fire	Fire Sprinkler, Pump, Standpipe	\$50.00	plus \$2.00 per \$1,000 of sprinkler system cost
Fire	Fire Alarms	\$50.00	plus \$3.00 per \$1,000 of alarm system cost
Fire	Fire Inspections	\$25 - \$150	depending on square footage
Fire	Fire Safety Construction Re-Inspection Fees	\$50.00	per visit
Fire	Kitchen Hood Suppression	\$50.00	Includes only ONE(1) witness of full wet function test
Fire	Life Safety Plan Review Fee	\$50.00	for first \$10,000 construction cost, plus \$1.00 for each add 'l \$1,000 (or portion thereof) of construction cost
Fire	Open Burning Violations	\$250 - \$500	per occurrence
Fire	Site Plan Review	\$50.00	
Fire	Underground Fire Lines	\$50.00	
Fire	Water-Based Fire Protection	\$50.00	plus \$2.00 per \$1,000 of sprinkler system cost
Fire	Failure to Permit	200%	of calculated rate
Fire	Expedited Review Fee	\$250.00	plus 150% of calculated rate
Housing & Building	Building Permit: Residential Mobile Homes/Modular	\$150.00	
Housing & Building	Building Permit: Additions/Tenant Finish to existing facilities		based on work being performed
Housing & Building	Building Permit: Commercial: Additions/Tenant Finish to existing facilities		based on work being performed

2021 Fees	Description	Amount	Notes
Housing & Building	Building Permit: Commercial: Minor Work Permit		based on work being performed
Housing & Building	Building Permit: Commercial: New Construction (retail, office, etc.)	\$75.00	based on square footage
Housing & Building	Building Permit: Industrial: New Construction		based on work being performed
Housing & Building	Building Permit: Minor Work Permit		based on square footage
Housing & Building	Building Permit: Non-For-Profit Minor Work Permit		based on square footage
Housing & Building	Building Permit: Non-For-Profit New Construction		based on square footage
Housing & Building	Building Permit: Residential Additions, Alterations, Remodels		based on square footage
Housing & Building	Building Permit: Residential Garages, Carports, Sheds		based on square footage
Housing & Building	Building Permit: Residential Minor Work Permit		based on square footage
Housing & Building	Building Permit: Residential New Multi-Family	\$45.00 minimum	based on square footage
Housing & Building	Building Permit: Residential New Single Family	\$45.00 minimum	based on square footage
Housing & Building	Building Permit: Residential New Single Family Attached		based on square footage
Housing & Building	Crime Free Housing Registration	\$30.00	
Housing & Building	Electrical Permit - Security System Commercial 3000 Sq. Ft or more	\$50.00	based on square footage
Housing & Building	Electrical Permit: No new service involved - \$15.00 plus \$20 per 1,000 sq. ft or fraction thereof of improved area	\$15.00	based on square footage
Housing & Building	Electrical Permit: Power Transformers	\$15.00	
Housing & Building	Electrical Permit: Service Station Pumps	\$10.00	based on square footage
Housing & Building	Electrical Permit: Electrical Permit Upgrades - New Service - 1-400 amps - per 100 amp plus \$10.00 per 1,000 sq. ft or fraction therefor improved area	\$25.00	based on square footage
Housing & Building	Electrical Permit: Electrical Permit Upgrades - New Service - 401 and larger amps - per 100 amp plus \$20.00 per 1,000 sq. ft or fraction therefor improved area	\$50.00	based on square footage
Housing & Building	Electrical Permit: Elevator	\$50.00	
Housing & Building	Electrical Permit: Energy Management System	\$100.00	based on square footage
Housing & Building	Electrical Permit: Furnace and A/C Replacement	\$15.00	based on work being performed
Housing & Building	Electrical Permit: Illuminated Signs	\$10.00	
Housing & Building	Electrical Permit: Letter of Certification	\$75.00	based on square footage
Housing & Building	Electrical Permit: Power Transformers	\$15.00	
Housing & Building	Electrical Permit: Security System (Commercial 3000 sq. ft or less)	\$25.00	based on square footage
Housing & Building	Electrical Permit: Security System (Residential)	\$15.00	based on square footage
Housing & Building	Excavation Permit		
Housing & Building	Home Occupancy Permits	\$55.00	
Housing & Building	Home Occupation	\$50.00	
Housing & Building	Housing Inspection	\$65.00	
Housing & Building	Mechanical Permit	\$15.00	minimum
Housing & Building	Plumbing Permit	\$8.00 per fixture	minimum plus \$50 inspection fee
Housing & Building	Swimming Pool	\$45.00	minimum
Parks & Recreation	Ball Diamonds	\$45 with lights - \$20/hr. without lights	
Parks & Recreation	Ball Diamonds	\$75.00	one time fee
Parks & Recreation	Bellevue Park	\$50 electric	
Parks & Recreation	Bicentennial Park Gazebo	\$50 includes electric	
Parks & Recreation	Bicentennial Park Pavilion	\$100 includes electric	
Parks & Recreation	Campus (SWILJDC) Arena - Full Use	\$200 hour	
Parks & Recreation	Campus (SWILJDC) Arena - Gym 1	\$75 hour	
Parks & Recreation	Campus (SWILJDC) Arena - Gym 2	\$50 hour	
Parks & Recreation	Campus (SWILJDC) Arena - Gym 3	\$50 hour	
Parks & Recreation	Campus (SWILJDC) Arena Locker Room	\$30 hour	
Parks & Recreation	Campus (SWILJDC) Arena Bathrooms	\$30 hour	for outdoor field usage
Parks & Recreation	Campus (SWILJDC) Floor Coverings Per Gym	\$300.00	install and remove
Parks & Recreation	Campus (SWILJDC) Fitness/Training Center - 1st Floor	\$50 hour	
Parks & Recreation	Campus (SWILJDC) Fitness/Training Center - 2nd Floor - Turf Room	\$70 hour	
Parks & Recreation	Campus (SWILJDC) Stadium Field	\$150 hour	includes east bleachers, restrooms
Parks & Recreation	Campus (SWILJDC) Stadium Press Box	\$50 hour	includes AV System and Scoreboard

2021 Fees	Description	Amount	Notes
Parks & Recreation	Campus (SWILJDC) Stadium Field Lights	\$60 hour	
Parks & Recreation	Campus (SWILJDC) Stadium West Bleacher Locker Room	\$60 hour	must be booked with a field
Parks & Recreation	Campus (SWILJDC) Soccer Field	\$50 hour	no restrooms
Parks & Recreation	Campus (SWILJDC) Soccer Field Game Setup	\$150 hour	includes scoreboards, locker rooms and restrooms
Parks & Recreation	Campus (SWILJDC) Soccer Field Lining Fee	\$250.00	one time fee
Parks & Recreation	Campus (SWILJDC) Soccer Field Lights	\$50 hour	
Parks & Recreation	Campus (SWILJDC) Custodian	\$45 hour	4 hour minimum
Parks & Recreation	Citizens Park Pavilion #1	\$40 no electric	
Parks & Recreation	Citizens Park Pavilion #2	\$40 no electric	
Parks & Recreation	Citizens Park Pavilion #3	\$50 includes electric	
Parks & Recreation	Dog Park: Non-Residential (1 dog)	\$54.00	
Parks & Recreation	Dog Park: Non-Residential (2 dogs)	\$66.00	
Parks & Recreation	Dog Park: Non-Residential (3 dogs)	\$78.00	
Parks & Recreation	Dog Park: Residential (1 dog)	\$30.00	
Parks & Recreation	Dog Park: Residential (2 dog)	\$42.00	
Parks & Recreation	Dog Park: Residential (3 dogs)	\$54.00	
Parks & Recreation	Ever & Anon Park	\$50 includes electric	
Parks & Recreation	Hough Park	\$50 includes electric	
Parks & Recreation	Laderman Park Pavilion #1	\$50 includes electric	
Parks & Recreation	Laderman Park Pavilion #2	\$50 includes electric	
Parks & Recreation	Lien Fees	\$29.25	
Parks & Recreation	Music & Drama Facility - Bellevue Park Band shelter	\$100 includes electric	
Parks & Recreation	Nichols Center: Birthday Party Packages	\$125.00	
Parks & Recreation	Nichols Center: Gymnasium	\$60/hr.	
Parks & Recreation	Nichols Center: Meeting/Classrooms	\$30.00/hr	
Parks & Recreation	Pleasant Hill Pavilion #1	\$50 includes electric	
Parks & Recreation	Pleasant Hill Pavilion #2	\$50 includes electric	
Parks & Recreation	Soccer Fields	\$45/hr. with lights	
Parks & Recreation	Soccer Fields	\$20/hr. without lights	
Parks & Recreation	South Side Park #1	\$50 includes electric	
Parks & Recreation	South Side Park #2	\$25 includes electric	
Parks & Recreation	Stone Lodge at Bellevue Park	\$250.00 fee	
Police	A fee of (.15 cents) per page will be charged for reports and documents in excess of (50) pages		
Police	Arsonist Registration	\$10.00	First Time
Police	Arsonist Registration Renewal	\$5.00	Annual Renewal Fee
Police	CD/DVD	\$5.00	Each
Police	Parking Violations	\$10.00	Minimum
Police	Photocopies (plain paper)	\$1.00	Each Page
Police	Reconstruction Report	\$20.00	Accident Investigated by Accident Reconstructionist Officer or Accident Reconstructionist Team
Police	Sex Offender Registration (first time)	\$100.00	
Police	Sex Offender Registration Annual Renewal	\$100.00	
Police	Tow Release Fees	\$50 - \$500	
Police	Traffic Crash Report	\$5.00	Per Report
Police	Violent Offender Against Youth Registration	\$20.00	First Time
Police	Violent Offender Against Youth Registration	\$10.00	Annual Renewal Fee
Police	Warrant Fee	\$20.00	
Sanitation	Additional Trash Toters	\$80.00	
Sanitation	Large Item Pick-up	\$70.00	One Load
Sanitation	Large Item Pick-up	\$95.00	Two Loads
Sanitation	Large Item Pick-up	\$125.00	Three Loads
Sanitation	Large Item Pick-up	Contact us for rate	Over Three Loads
Sanitation	Lien Release	\$33 service charge	Based on current Recorder of Deeds rate
Sewer Billing	CCF - Commercial	\$19.95 base charge	1-19 units @ \$6.87

2021 Fees	Description	Amount	Notes
Sewer Billing	CCF - Commercial	\$19.95 base charge	20-99 units @ \$6.58
Sewer Billing	CCF - Commercial	\$19.95 base charge	100-499 units @ \$6.41
Sewer Billing	CCF - Commercial	\$19.95 base charge	500 & Up units @ \$6.13
Sewer Billing	CCF - Residential	\$12.86/base charge	1-3 units @ \$6.43/unit
Sewer Billing	CCF - Residential	\$12.86/base charge	4-16 units @ \$7.85/unit
Sewer Billing	CCF - Residential	\$12.86/base charge	17-33 units @ \$6.52/unit
Sewer Billing	CCF - Residential	\$12.86/base charge	34 & Up units @ \$6.43/unit
Sewer Billing	CGL - Commercial	\$19.95/base charge	1-142 units @ \$0.9192/unit
Sewer Billing	CGL - Commercial	\$19.95/base charge	143-740 units @ \$0.8803/unit
Sewer Billing	CGL - Commercial	\$19.95/base charge	741-3739 units @ \$0.8570/unit
Sewer Billing	CGL - Commercial	\$19.95/base charge	3740 & Up units @ \$0.8192/unit
Sewer Billing	CGL - Residential	\$12.86/base charge	1-22 units @ \$0.8768/unit
Sewer Billing	CGL - Residential	\$12.86/base charge	23-119 units @ \$1.0521/unit
Sewer Billing	CGL - Residential	\$12.86/base charge	120-246 units @ \$0.8728/unit
Sewer Billing	CGL - Residential	\$12.86/base charge	247 & Up units @ \$0.8540/unit
Sewer Billing	DCF - Commercial	\$19.95/base charge	1-190 units @ \$0.687/unit
Sewer Billing	DCF - Commercial	\$19.95/base charge	191-990 units @ \$0.658/unit
Sewer Billing	DCF - Commercial	\$19.95/base charge	991-4990 units @ \$0.641/unit
Sewer Billing	DCF - Commercial	\$19.95/base charge	4991 & UP units @ \$0.613/unit
Sewer Billing	DCF - Residential	\$12.86/base charge	1-30 units @ \$0.643/unit
Sewer Billing	DCF - Residential	\$12.86/base charge	31-160 units @ \$0.785/unit
Sewer Billing	DCF - Residential	\$12.86/base charge	161-330 units @ \$0.652/unit
Sewer Billing	DCF - Residential	\$12.86/base charge	331 & Up units @ \$0.643/unit
Sewer Billing	Sewer Lateral Repair Program Fees	\$0.06 per day	added to sewer bill
Sewer Billing			All sewer users not living within the City limits of Belleville will be charged at 1.5 times the current rate
Sewer Collections	Lien Fees	\$33.00	Based on current Recorder of Deeds rate
Sewer Collections	NSF Check Fees	\$25.00	
	Disputed Payment Fee	\$15.00	Based on fee charged by Payment Service Network
Sewer Collections	Disconnection Fee	\$104.13	Based on fee charged by Illinois American Water
Walnut Hill Cemetery	Disinterring Fees	\$350 - \$700	
Walnut Hill Cemetery	Graves	\$800 each	
Walnut Hill Cemetery	Opening & Closing Fees for Casket Service	\$700 - \$1200	Dependent on Service Type and Day of Week
Walnut Hill Cemetery	Opening & Closing Fees for Other Services	\$350 - \$600	Dependent on Service Type and Day of Week
Walnut Hill Cemetery	Other Charges	\$200 each	See Cemetery Ordinance/Page for More Information
Walnut Hill Cemetery	Niche - one set of remains	\$1500 - \$1700	
Walnut Hill Cemetery	Niche - two sets of remains	\$2500 - \$2700	
Waste Water Treatment Plant	Sewer Connection - Commercial	\$1200 per unit	Facility Unit Fee
Waste Water Treatment Plant	Sewer Connection - Residential	\$100 per service connection	
Waste Water Treatment Plant	Sewer Connection Fee - Churches, Public Buildings and Schools	Per Water Meter Size	3/4" - \$500, 1" - \$1,000, 1.5" - \$1,500, 2" - \$2,000, >2" - Negotiate with City
Waste Water Treatment Plant	Sewer Connection Fee - Commercial/Industrial connection including hotels/motels	\$3,600	first 1/2 acre + \$3,600 for each additional acre or portion thereof - \$1,200 additional per facility unit charge
Waste Water Treatment Plant	Sewer Connection Fee - Residential	\$2,850	Per Dwelling Unit
Waste Water Treatment Plant	Sewer Inspection Commercial	\$120 per service connection	
Waste Water Treatment Plant	Sewer Inspection Residential	\$100 per service connection	

Contract Records		Order Details	
Account Number:	A-19515	Order #:	Q-197823
Customer:	Belleville Police Department (IL)	Valid Until:	2/1/2024
Employee Count:	96		
Sales Rep:	Salesforce Administrator		

Customer Contact			
Billing Contact:	Belleville Police Department (IL) Sarah Herzing	Shipping Contact :	Belleville Police Department (IL) Sarah Herzing
Billing Address:	8800 W Main St Belleville, IL 62223	Shipping Address:	101 S Illinois Belleville, IL 62220
Billing Contact Email:	herzings@bellevillepolice.org	Shipping Contact Email:	herzings@bellevillepolice.org
Billing Phone:	618-792-3031	Shipping Phone:	618-792-3031

Payment Terms		Notes:
Payment Term:	Net 60	
PO Number:		

Subscription Service

Year 1

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerTime Subscription	Recurring	2/1/2024	1/31/2025	1	\$4,197.60
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board.					
Year 1 TOTAL:					\$4,197.60

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Accepted and Agreed By Authorized Representative of:
Belleville Police Department (IL)

Signature:

Printed Name:

Title:

Date

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**

EXHIBIT A
Belleville Fire Department
Surplus Equipment Disposal List
January 2024

All items listed below are surplus, damaged/unreparable or beyond the practical life cycle. These items are recommended for disposal through scrap or sale.

Vehicles

Make	Model	VIN	Year
Ford	E-350	1FDSE35FX2HA37601	2001
E-One	Typhoon Pumper	4ENRAAA-8431006607	2003

Lighting

Make	Model	Description	Year
Akron	E4500PL-578259	Halogen Flood Light	unknown
Akron	E4500PL-578259	Halogen Flood Light	unknown
Akron	E4500PL-578259	Halogen Flood Light	unknown
Akron	PL4500-100379	Halogen Flood Light	unknown
GFE	PL4500-81679	Halogen Flood Light	unknown
GFE	PL4750-94560	Halogen Flood Light	unknown
GFE	PL4750-94560	Halogen Flood Light	unknown

Appliances

Make	Model	Description	Year
TFT	AB3SP-NT	4" Ball Intake Valve	2023

TargetSolutions Learning, LLC Agreement Schedule A

Date: Wednesday, January 3, 2024

Client Information

Client Name: Belleville Fire Department (IL)	
Address: 1125 S Illinois St Belleville, IL 62220	
Primary Contact Name: Curt Lougeay	Primary Contact Phone: 618.234.2236

Agreement Term

Effective Date: 03/01/2024	Initial Term: 36 months
-----------------------------------	--------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Karen Dauphin		
Billing Address: 1125 S Illinois St Belleville, Illinois 62220		Billing Phone: 6182342236
		Billing Email: kdauphin@belleville.net
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	65	\$111.00	\$7,215.00
TSMINTFEE S	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$435.00	\$435.00

Annual Total: \$7,650.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
--------------	---------	-------------	-----	-------	-----------

One-Time Total: \$0.00

Grand Total (including Annual and One-Time): \$7,650.00

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

1125 S Illinois St
Belleville, IL 62220

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. SERVICES. We shall provide the following Software as a Service ("Services"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "Services") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "Named User" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 **Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the “**Expiration Period**”). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED “AS IS,” AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed

to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply if You are licensing or using Vector WorkSafe Services, LiveSafe Essentials or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** (interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .
2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™.

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own (“**User Generated Content**”) that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you (“**Our Other Customers**”); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party’s names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Belleville Fire Department (IL)
1125 S Illinois St
Belleville, IL 62220

By: _____

By: _____

Printed Name: Kegan Konrad

Printed Name:

Title: Director of Sales

Title:

Date: _____

Date: _____



Contract Agreement for Professional Services – Civil Site Engineering

Thouvenot, Wade & Moerchen, Inc. (TWM Inc.) has developed this agreement as a legal and binding contract between two parties, TWM Inc., and you, the City of Belleville, as the CLIENT. When you see the words “us”, “we”, and “our” they mean TWM Inc. When you see the words “you” or “your”, they refer to you as the CLIENT. Please read this Contract carefully. It confirms our understanding of the work you desire and the terms and conditions under which we will do that work.

This contract describes the specific professional services that you have requested we provide on the proposed project, Citizens Park Modifications, in Belleville, Illinois, which we will refer to as simply the “project”.

SCOPE OF SERVICES - BASIC SERVICES

We agree to provide the following specific professional services. For the purposes of this contract and project, you agree with us that these services, as listed, will be considered our **Basic Scope of Services**.

A. Topographic Survey

1. We will prepare a topographic survey of the project site. In addition, we will include in that survey some area adjacent to the project site, generally about 50 feet around the perimeter, but sufficient enough to help us determine conditions such as localized drainage features, access, and other possible impacts related to adjoining properties.
 - We will provide a U.S.G.S. Benchmark
2. We will make a J.U.L.I.E. **Design Stage Request**, which is intended for architects, engineers and other customers who are in the design stage of a project. At this stage, J.U.L.I.E. is then supposed to fax a list of utility engineering contacts for their members with utilities in the general area. We must then contact each facility owner's office to notify them of our request. J.U.L.I.E. member companies typically respond in one of three ways within fourteen days of receiving our request. Those are:
 - Perform an actual field location at the proposed site, or
 - Provide drawings indicating the location of the member's buried facilities for the proposed site, or
 - Request that we send drawings of the proposed project / site to the member, then mark their existing facilities on the provided prints or provide copies of the utility's record information and return these documents to us.

If the J.U.L.I.E. member actually field locates their utilities, we will then survey those surface markings in order to indicate the approximate horizontal location of those utilities underground, and will add to our topographic survey the horizontal location of those utilities as marked.

If the J.U.L.I.E. member simply provides drawings, or marks up drawings provided by us, we will indicate the approximate horizontal location of those utilities, scaled to the best of our ability, on our topographic survey.

We will also add to our topographic survey:

- other utilities that are above ground and visible on site, and
- other utilities, utility easements, or subsurface conditions using any information provided to us by you or the owner, as well as those that are a matter of record in a title report provided by you or the owner.

Based upon the information above, by entering into this agreement with us, you agree and understand that:

- The J.U.L.I.E. Design Stage Request process may delay our starting or completing field services and may add cost to the services we provide; and
- J.U.L.I.E. member companies are not required by law to honor a Design Stage Request; and
- Some J.U.L.I.E. members may charge a fee for any of the Design Stage services mentioned above, the cost of which you agree to pay; and
- We are not responsible if existing utilities must be relocated or plan documents must be modified as a result of conflicts between utilities and our plans because J.U.L.I.E., or a J.U.L.I.E. member company, refused to locate their utilities, located the utilities in error, provide incomplete or inaccurate drawings, or did not provide sufficient information in response to our request.

It is the responsibility of both you and the owner to provide us with any and all information that you have regarding subsurface utilities or other subsurface conditions that may not be identified through the Design Stage Request, but that might affect the design of the project.



B. Civil Site Design Services

1. We will create a site plan delineating the following
 - a. Design of internal parking facilities, including sidewalks, accessible ramps, and accessible parking spaces with appurtenant ADA compliant signage, and pavement markings.
 - b. Arrangement of building(s) and the location of entrances to the building
2. We will prepare a Grading Plan delineating the following
 - a. Coordination in determination of the finished floor elevation (FFE) of the building(s) with the Owner.
 - b. Grading plan for the general grading of the site, pavement slopes, etc., delineating one-foot contour intervals.
 - c. Spot elevations at the interface of the building and pavement and critical elevations at pavement transitional areas.
3. We will prepare a Utility Plan delineating the following
 - a. Gas, Electric, Telephone, and Cable TV are typically private utilities and have their own engineering departments. As such, the utility design for these utilities will be undertaken by the respective utility company. Therefore, these utilities shown on our plan will be provided at the direction of the utility and each private utility is responsible for their respective design, but we will coordinate with the utility companies regarding their designs.
 - b. We will prepare a potable water distribution system plan for the site to within five (5) feet of the building illustrating sizes and types of water main and appurtenances.
 - c. We will design the sanitary sewer for the site and prepare a sanitary sewer plan to include the location, types and sizes of sanitary sewer main, clean-outs, etc. to within five (5) feet of the building.
4. We will prepare a Storm Sewer Plan
 - a. We will prepare a storm sewer plan for the site delineating the location, type and size of storm sewer inlets, storm sewer mains and storm sewer outfall structures.
 - b. We will design the exterior downspout storm sewer system for building roof drains based on roof discharge rates provided by you.
5. We will prepare the plan details
 - a. We will provide pavement section details to illustrate type and thickness of proposed pavement areas including heavy-duty pavement areas, light duty areas, dumpster pad areas, loading dock areas, etc.
 - b. We will provide drawings detailing the cross section of combination concrete curb and gutters, barrier curbs, turn-down curbs, sidewalks, etc.
 - c. We will provide details for utilities, including water, sanitary sewer, and storm sewer typical of standard practice for this type of project.

C. Construction Phase Services

1. We will review submittals relative to the civil site design.
2. We will provide construction site visits if requested by the City

PROPOSED SCHEDULE

Unless you tell us otherwise, we will begin to schedule work on the project as soon as you accept this contract and return it to us with your signature.

FEES - BASIC SCOPE OF SERVICES

We agree to provide the **Basic Scope of Services** listed above in exchange for your payment of the following fees:

- | | |
|---|---|
| A. Boundary & Topographic Survey | For a Lump Sum Fee of \$ 2,500.00 |
| B. Civil Site Design Services | For a Lump Sum Fee of \$ 10,000.00 |
| C. Construction Phase Services | Hourly as Requested |

D. Reimbursable Costs - You also agree to reimburse us for outside services, such as sub consultant services, delivery services, express mail, or the printing and production of plan documents, at our actual cost plus 15%. If the project requires commercial travel, overnight stays, and associated expenses you agree to reimburse us at our actual cost.

BILLING AND PAYMENT

We will bill you, at the address listed for you in this contract, for the **Basic Scope of Services** we have provided as well as for any additional services you requested in the following manner:



- A. For all services we will bill you monthly for a percentage of the lump sum fee based upon our estimate of the percentage of services we have provided to date.

Should submission of any of the surveys, studies or plans above be unduly delayed by you, by any regulatory review or agency, or by any other event that is not within our control, we reserve the right to bill you for the percentage of services provided to date, and to then bill for the balance of any lump sum fee upon eventual submission.

For all of the above, payment is due when you receive our respective invoice. You agree to both process and pay our invoices promptly. While we are not obligated to do so, if after thirty (30) days, any portion of any invoice remains unpaid, you agree that we have the right to charge you interest, at a rate of up to 1½ percent per month for any balance unpaid.

Except as provided by law or allowed in writing by us, our invoices are not subject to unilateral set-offs, back charges or discounts by you. You must pay the full amount of the invoice. Unless otherwise specified within this Contract, you cannot retain any money due to us, or otherwise reduce the amount of any invoice we send to you.

If you have a question about or disagree with any portion of any invoice, you should notify us in writing within fifteen (15) calendar days of receipt of the invoice, specifically describing the reason for your dispute. We will then work towards resolving any issue with you within thirty (30) calendar days. Any portion of the invoice that is not in dispute remains due and should be paid by you by the due date.

In the event we are providing services as a sub consultant through you, we may agree to a provision that payment to us is delayed until you receive payment from your client. However, even under such an agreement, you must make payment to us within seven (7) calendar days of you being paid by your client. Should your client hold payment from you because of some issue with your work, but an issue unrelated to our work, you are still obligated to pay us for the work we have performed, even though you may not have yet been paid by your client, and you agree to do so within sixty (60) calendar days.

INFORMATION WE NEED FROM YOU

We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:

1. An electronic CAD file of the building footprint in AutoCAD Civil 3D format so that we can import it into our site plan and design the site around it. The drawing of the building must be accurate, with correct angles, dimensions and form a closed geometric shape. Since architects often rely upon printed rather than electronic versions of drawings, some may not be as concerned with accuracy to this level. However, precision in those drawings is vital when construction staking and layout may be performed from the electronic data. You agree that when providing us with any such data from someone else, our scope of work does not include resolving errors or inaccuracies in those data, and that we are not obligated to do so without additional compensation.
2. Any additional information available to you or to your consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services.

ADDITIONAL SERVICES

You may request that we provide any additional services not included in the **Basic Scope of Services** above, and do so either on your verbal authority at our current hourly rates, or by requesting a written addendum to this contract. We may also request authorization for additional services via a written contract addendum. Any such addendum will also identify adjustments to the project schedule and fees in order to include the requested additional services.

As a firm, we may offer other services that you have not requested we provide. If you have not requested those services from us, they are not included within the **Basic Scope of Services** listed above, and therefore also not included in any lump sum fee listed above. If the nature of the project requires or warrants additional services but you choose not to secure those services from us, you still retain the responsibility to secure those services from another appropriate and qualified consultant.

EXCLUDED SERVICES

As a firm, we specifically list services that we do not provide and therefore exclude from this Contract and from our **Basic Scope of Services**. Specifically Excluded Services are:

1. Performing any geo-technical or soils testing.
2. Performing any environmental assessment.
3. Investigating or performing any archeological (Phase I, II, or III) study that might be required by the Illinois Historic Preservation Agency.



4. Verifying that the work of an architect or any other design professional is in compliance with any local, state or federal ordinance, code, law or other regulation as they apply to this project

Although these services will not be provided by us, they may still be necessary for the project. It is your responsibility to make that determination and to procure any such services from an appropriate and qualified consultant. When you do, you agree to provide their findings or plans to us so that we can evaluate their potential impact upon the services we have agreed to provide.

We are not responsible for addressing within our design or fees, any environmental conditions you might encounter or find, including but not limited to garbage, dumping sites, petroleum tanks or radioactive waste, nor are we responsible for non-compliance with any permit requirements associated with the above, or for any other requirement not included within our Scope of Services.

INSURANCE

We agree to obtain insurance from a reputable insurance company and to maintain that insurance throughout the term of this contract. Our current insurance coverage and limits are included in this contract as **Attachment II – Schedule of Insurance**. At your request, we will provide you with a certificate of insurance on the standard ACCORD form issued by an authorized representative of our insurer, as evidence that we have obtained insurance coverage applicable to this Agreement.

As to Professional Liability /Errors & Omissions Insurance, we agree to maintain that insurance throughout the design and construction of this project, and for a period of one year following substantial completion, provided that coverage is reasonably available at commercially affordable premiums. For the purposes of this Contract, “reasonably affordable” and “commercially available” mean that more than half the design professionals practicing in the State of Illinois and in this specific discipline are able to obtain such coverage.

You may request that we secure and provide project specific insurance with higher limits than we would normally carry, and for a specific length of time, provided that you also agree to pay for the higher cost of the premiums for that insurance.

RIGHT OF ENTRY

Throughout the term of this Contract, you agree to obtain and grant to us and our personnel, reasonable and necessary nonexclusive access to the project site and property so that we can fulfill our **Basic Scope of Services** listed above. While on the project site and property, our personnel will make every reasonable effort to protect that property and to comply with applicable safety procedures, including those specifically communicated to us by you. You understand that the use of surveying or other equipment may unavoidably cause some minor damage to trees, shrubs, crops or sod, the correction of which is not a part of this Contract.

You also agree to obtain a grant to us permission to erect a sign on the project site, should we choose to do so, identifying us as the project engineer and / or surveyor, and to allow that sign to remain on site during construction, reasonably protected from damage.

QUALIFICATIONS

We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.

SPECIFIC TERMS AND CONDITIONS

This contract is based upon the following specific terms and conditions:

1. You, and/or the owner, are responsible for paying any and all permit and/or application fees, utility connection fees, any fees required by statute or ordinance, any fees associated with a Municipality’s adopted subdivision or development code, and any fees for activities including but not limited to, legal recordation, Illinois EPA sewer or water permits, NPDES NOI permits, wetlands delineation studies, archeological studies, municipal review, or title report. If you should require us to pay any such fees anyway and then request reimbursement from you, you agree to reimburse us for the cost of the actual fees plus a fifteen (15) per cent surcharge in order to offset costs for processing, the cost of money, and professional liability insurance.



2. This Contract does not provide for any design of fire pumps, fire flow testing, or off-site water main. The contract and our pricing assume that the closest available water main is located immediately adjacent to the site and is adequate in pressure and capacity to provide service to this development.
3. This Contract does not provide for the design of any off-site sanitary sewer, or capacity studies of the downstream sanitary sewer system. The contract and our pricing assume that the closest available sanitary sewer is located immediately adjacent to the site and is adequate in capacity and elevation to supply gravity flow sanitary sewer service to the facility.
4. This Contract does not provide for the design of private utilities including, but not necessarily limited to, natural gas, electric, cable TV, and telephone. The contract and our pricing assume that the design of said utilities will be undertaken by the respective utility companies.
5. You agree to not initiate any construction based upon our plans until any and all required permits and approvals are received from any issuing agency or municipality. Should you disregard this limitation and initiate work or seek bids prior to plan approval or permits being issued, and should the municipality or issuing agency require modifications to the plans as we submitted, we are not responsible for the revised bid prices that may result, or for the cost to remove, modify or otherwise change any construction performed prior to the issuance of a permit.
6. When we submit any drawings, plans, specifications, plats, descriptions, or other documents to you for your review you agree to review them within thirty (30) days to determine if they are generally acceptable and if so, to note your approval, which shall not be unduly withheld.
7. As part of your review, should you detect what you believe to be errors, necessary changes, or failure on our part to complete our responsibilities under the Basic Scope of Services above, you are to immediately notify us. We will then correct any errors you note or complete any remaining tasks, as necessary.
8. If your review is delayed for some reason, we may temporarily suspend work until you are able to complete the review, so that we are able to make any required changes before proceeding with the project.
9. You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, sub consultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.
10. You agree to name us as an additional insured and have your insurance carrier issue to us a certificate of insurance and an endorsement to your policy using ISO Form CG 20 07 07 04, or an equivalent acceptable to us. This endorsement protects us from liability in respect to any bodily injury, property damage, or personal and advertising injury, caused in whole or in part by your acts or omissions or the acts and omissions of others acting on your behalf.



ATTACHMENTS

The following are attached to this contract and are hereby incorporated into the contract and made part of it by this reference.

ATTACHMENT I: GENERAL TERMS AND CONDITIONS

ATTACHMENT II: SCHEDULE OF INSURANCE

ACCEPTANCE

This Contract and any and all attachments comprise the final and complete agreement between you and us. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Contract. Execution of this Contract signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Contract shall not be binding unless made in writing and signed by both you and by us.

IN WITNESS WHEREOF, the parties hereto have made and executed this **CONTRACT** on this _____ day of _____, _____.

CITY OF BELLEVILLE

THOUVENOT, WADE & MOERCHEN, INC.

Nicholas T. Smock

Name: _____

Nicholas T. Smock, P.E.

Title: _____

Land Development Engineering Lead – Southern Illinois

Address for giving notices:

512 West Main Street
Belleville IL 62220
Tel. No. 618-239-3454
E-Mail: jpoole@belleville.net

Address for giving notices:

4940 Old Collinsville Road
Swansea, Illinois 62226
Tel. No. (618) 624-4488
E-Mail: nsmock@twm-inc.com



ATTACHMENT I - GENERAL TERMS AND CONDITIONS

GOVERNING LAW. Because of our corporate headquarters location, this Contract, its validity, interpretation and performance, will be governed by the laws of the State of Illinois.

TITLES. The paragraph titles used in this Contract, and in any attachments, are only for general reference and are not part of the Contract.

SEVERABILITY AND SURVIVAL. If any provision of this Contract is later held unenforceable for any reason it will be deemed void, but all remaining provisions will continue in full force and effect. Notwithstanding completion or termination of this Contract for any reason, your rights, duties and obligations, as well as ours, will survive the completion of the work or the termination of the Contract, and remain in full force and effect until they are fulfilled.

ASSIGNMENT. Neither you or we can transfer, sublet or assign any rights under, or interest in, this Contract without the prior written consent of the other, with one exception: if you fail to pay for the services we provide, we retain the right to assign this Contract to a collection agency or attorney in order to collect the past due account.

TERMINATION. Either you or we may terminate this Contract at any time with or without cause upon giving the other party thirty (30) calendar day's prior written notice. Regardless of who initiates termination, within thirty (30) calendar days of such termination you agree to pay us for all services rendered and all costs incurred up to the date of termination.

SUSPENSION OF SERVICES. If you suspended work on the project for more than thirty (30) calendar days in the aggregate, we are obviously entitled to compensation for the services we performed and the charges we incurred prior to that suspension. Upon resumption, we may also be entitled to a fair adjustment to our fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. You also agree that we are entitled to be paid, and that you will pay us, for all the services we provide to you, even if you subsequently decide not to proceed with your project.

DEFINITIONS. Sometimes people assume the meaning of specific words commonly used in the construction industry, but that presumed meaning may not be accurate. For the purposes of this Contract, and unless otherwise specified in this Contract, you agree with us that the following words, and their derivative words or phrases, will have the meaning indicated below:

- **CERTIFY, CERTIFICATION:** A statement of our opinion, to the best of our professional knowledge, information and belief, and based on observed conditions. Any such statement of opinion does not constitute a warranty, either express or implied. You understand that our certification does not relieve you or your contractors of any responsibility or obligation they may have by industry custom or under any contract.
- **COST ESTIMATE:** An opinion of probable construction cost made by us. If we provide a cost estimate or an opinion of probable construction cost, you recognized that we have no control over the actual costs of labor, equipment or materials, or over the methods used by contractors and bidders to determine prices or bidding. Any opinion of probable construction costs is therefore based upon our reasonable professional judgment, experience, and the data available to us at the time, and does not constitute a warranty, express or implied, that any bids or the negotiated price of the work will not vary from your budget or from that opinion of probable cost previously prepared by us.
- **DAY, DAYS:** The term "day" means a calendar day of 24 hours. The term "days" means consecutive calendar days of 24 hours each, or any fraction of a single day.
- **INSPECT, INSPECTION:** The visual observation of the Work involved in this project as it is being constructed, in order to permit us, as experienced and qualified professionals, to determine that the Work, when completed by the Contractor, generally conforms to the plans, specifications and Contract Documents. If we make any such inspections for you, you agree that we are not guaranteeing, and that we have no authority or control over, the Contractor's performance or his failure to perform the Work in accordance with the Contract Documents. We also have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, or for the Contractor's safety precautions and programs, or for the failure of the Contractor to comply with any laws or regulations relating to performing or furnishing the Work under their Contract.
- **RECORD DOCUMENTS:** Drawings prepared by us upon the completion of construction. These are typically based upon marked-up drawings and other data furnished to us by the Contractor and / or others showing significant changes in the Work made during construction. Some refer to these as "as-builts", but because Record Documents are prepared using unverified information provided by others, we don't make any warranty as to the absolute accuracy or completeness of the drawings we prepare, and in fact because of the source of the information we use, the drawings we provide to you may not accurately reflect what was built.
- When you see the words "us", "we", and "our" they generally refer to **TWM INC.**, as well as our officers, partners, employees, agents and sub consultants.
- When you see the words "you" or "your", they generally refer to you as the **CLIENT**, as well as your officers, partners, employees, agents and sub consultants.

SCOPE OF SERVICES. Both you and we have agreed to a list of Basic Services that we will provide to you at an agreed upon price. Those services are listed in the Scope of Services section. Services not specifically listed in this section are excluded from the scope of our work and we therefore assume no responsibility to perform those services. If you ask us to perform additional services, we will do so at our prevailing fee schedule. On some projects we are asked to provide only surveying or construction staking services, or to design only specific aspects of the project, while someone else provides those aspects of the design not provided by us. This may be the case in a "design-build" project as well, where the contractor provides some "design" services. In all such cases you agree that we have no responsibility, and accept no responsibility, for any design performed by others, or for detecting errors in their design, or for bringing any such possible errors to your attention.

TIMELINESS OF PERFORMANCE; DELAYS. We will perform our services with due and reasonable diligence consistent with sound professional practices. However, we are not responsible for delays caused by factors beyond our reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, your failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by your faulty performance or by Contractors at any level. When such delays beyond our reasonable control occur, you agree that we are not responsible for damages, nor shall we be deemed to be in default of this Contract.

INFORMATION PROVIDED BY OTHERS. We may need you to provide to us with some specific information so we can perform our Scope of Services. Typically, that at least includes a current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it. You are also obligated to provide us with any additional information available to you or to your other consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services. With all such information you acknowledge that we have to trust the accuracy, completeness and sufficiency of information when it is provided by you or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by you, or you may fail to produce all the necessary or appropriate documents or information. Even so, you agree that for any information provided by you or others, we are entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. You therefore also agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you provide documents or other information for our use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information you or someone else provides.



ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS. Our Scope of Services may require that we indicate the location of underground utilities on our survey or plans. If so, we will request that the location of those underground utilities be identified by surface markings. We do this by calling J.U.L.I.E. (State of Illinois) or DIG-RITE (State of Missouri) or any other appropriate "one-call" utility location service. You also agree to provide us with any information you might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. We then prepare our survey / plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by you. However, you again recognize and understand that in order for us to provide this service, we are dependent upon information provided by others, and that the information upon which we must rely may contain errors or be incomplete for a number of reasons, including: 1) joint utility location services or their members may refuse to locate buried utilities during the design phase of a project; 2) the actual location of utilities sometimes deviates from the surface location marked by joint location services; 3) not all utilities are members of joint location services and therefore may not be notified by them, and; 4) member utilities may not respond to all requests for utility location. You should also recognize and understand that surface location markings do not identify the depth of underground utilities. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should the markings provided by a utility location service prove inaccurate or incomplete, and property damage, injury or economic loss arises or is alleged because of a contractor's reliance on underground utility information contained in plans prepared by us.

While we will indicate subsurface utilities on our plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, we will not excavate, uncover or inspect actual underground utilities to indicate a more precise location, condition or capacity, or to try to determine the existence of any subsurface condition that might impact the eventual construction of the project.

ENVIRONMENTAL & HEALTH HAZARDS. Both you and we acknowledge that our scope of work does not include any services related to asbestos or hazardous or toxic materials. However, while working on the site, should we encounter any materials or conditions that we suspect could be hazardous or toxic, we will notify you of that suspicion so that you can investigate. In that event, or in the event that any other party encounters or suspects asbestos or hazardous or toxic materials at the jobsite or any areas adjacent, we may, at our option and without liability for consequential or any other damages, suspend the performance of our services on the project until you retain an appropriate specialist, consultant, or contractor to identify, abate and/or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

CHANGED CONDITIONS. Once this contract is in place, it is possible that conditions change, and that something occurs or is discovered that was not originally contemplated or known by us. You agree to rely on our judgment as to the continued adequacy of this Contract in such cases. Should we identify changed conditions that in our opinion necessitate renegotiation of this Contract, both we and you will promptly, and in good faith, enter into that renegotiation. If we cannot agree to new Contract terms, you and we each have the absolute right to terminate this Contract, in which case you agree to pay us for the services we have rendered through the date of termination.

STANDARD OF CARE. Services provided by us under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Both you and we owe a duty of care to the public that requires both of us to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. You will make no request of us that, in our reasonable opinion, would be contrary to our professional responsibilities to protect the public. You will take all actions and render all reports required of you in a timely manner. Should you fail or refuse to take any required actions or render any required notices to appropriate public authorities in a timely manner, you agree that we have the right to exercise our professional judgment in reporting to appropriate public officials or taking other necessary action. You agree to take no action against us or attempt to hold us liable in any way for carrying out what we reasonably believe to be our public responsibility. You also agree that in this situation, we have the right to immediately terminate this Contract and cease providing services, without the notice we would normally provide under the Termination or Suspension of Services sections of this Contract.

In order to minimize frivolous lawsuits, you will make no claim for professional negligence against us, either directly or in a third party claim, unless you have first provided us with a written certification executed by an independent professional currently practicing in the same discipline as us and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis of the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to us not less than thirty (30) calendar days prior to the institution of any claim.

JOBSITE SAFETY. Our employees will perform their work in a safe manner and in accordance with applicable rules and regulations. We are responsible for the safety of our own employees on the jobsite but will follow instructions of the General Contractor when those employees are in an area of the jobsite controlled by the General Contractor. Both you and we agree that the General Contractor is solely responsible for jobsite safety, and you agree that it is your responsibility to make that evident to your General Contractor. Neither our professional activities, nor the presence of our employees or sub consultants at a construction site, will relieve the General Contractor or any other entity of their responsibility for jobsite safety or for their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither we nor any of our employees has the authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. You also agree that in order to further protect all of us, you, we, and any sub consultants we employ, will be indemnified and made additional insureds under the General Contractor's general liability insurance policy, endorsed under ISO Form CG 20 10 11 85, unless a different form is proposed and accepted by us.

CONFIDENTIALITY. If any data or information furnished to us by you is marked **CONFIDENTIAL**, or if you direct us to keep confidential any data generated by us for this project, we will not disclose that data or information to any person or entity, other than our own employees, any sub consultants working for us on the project, the general contractor and subcontractors, or any appropriate or required governmental or regulatory agency. These provisions do not apply to information in whatever form that comes into the public domain, nor do they restrict us from giving notices required by law or from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. These provisions also do not apply to information that in our opinion is necessary for us to defend ourselves from any suit or claim.

You agree that the technical methods, techniques and pricing information contained in any proposal submitted by us pertaining to this project or contained in this Contract or any Addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without our express written consent.

CONFIDENTIAL COMMUNICATIONS. In some cases, you may ask us to provide you with an opinion about the past performance, current performance, or the qualifications of other entities under contract to you, or who you are considering for contracts. We assume that if you ask us to do so, you want a candid answer. However, we may be reluctant to provide a frank report or opinion that is not favorable, if you intend to share that report or opinion with others. You therefore agree to keep any such communications confidential, and to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) arising or alleged because you failed to do so, or because we provided any such confidential opinions or reports to you or to your agents.



ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents prepared by us are instruments of the professional services we provide. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". We therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights, the right to reuse specific design elements created by us, and the ownership of the copyright imbedded therein. If you have paid us in full for the services provided under this Contract, we will, at your request, supply you with one Mylar set of final plans for the project, and grant a limited royalty-free license for you to use those plans for the purposes of advertising, promotion, and construction, and the operation and maintenance of the Project. However, by accepting any such plans or documents you agree that use or reuse for any purpose other than the work covered under this Contract, or any modification without our written permission, is at your sole risk. You agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work.

ELECTRONIC MEDIA / FILES. Data transferred in electronic format is easily altered, even unintentionally; therefore, creating the possibility that unwanted errors might be introduced into the data via the transfer process. These errors might result from incompatible software or hardware settings; from damage to the electronic media; from electrical charges; from unauthorized changes made by you or another party; or from similar events. It is generally difficult to determine when and how such errors were first introduced, and therefore who is responsible for the change. Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we normally do not provide clients with drawings or other data as electronic files.

If for some reason your project does require that we provide data in electronic format, the terms of doing so should be negotiated as part of this Contract and reduced to writing herein. In that case, if you have paid us in full for the services provided under this Contract, we will supply you with a Compact Disc (CD) containing the specified electronic files in the format in which they were created, and grant you a limited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Contract, and is not transferable to any other party. We will also require that you sign a **License for Use of Electronic Data / Non-Disclosure Agreement / Agreement for Release of Liability** form. By your signature on this form you agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work. We make no warranties, either express or implied, of the merchantability and fitness for any particular purpose, for any electronic files we might provide. Should you find any difference between electronic versions of any drawing or document and the printed version that is signed and sealed by us, the printed document prevails.

UNAUTHORIZED CHANGES. In the event you allow, authorize, consent to or approve of anyone else making changes to any plans, specifications or other construction documents prepared by us, and those changes are not approved in writing by us, you recognize that said changes and the results thereof are not our responsibility. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you, or any of your agents or representatives other than us, make unauthorized changes to drawings and data provided by us.

SUPPLANTING DESIGN PROFESSIONAL. If, for any reason, we do not complete all the services contemplated by this Contract, we cannot be certain of the accuracy, completeness or workability of any documents prepared by us, especially if they are used, changed, or completed by you or someone else. Since the accuracy of any such documents would no longer be in our control, we also cannot be held responsible for assuring that accuracy. Accordingly, you agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or alleged because of such use or completion, or for any unauthorized changes made by any party to any documents prepared by us. Nothing in this paragraph indemnifies us from our own negligence or breach of our obligations under this Contract.

DEFECTS IN SERVICE. Should you discover what you suspect to be a defect in our work or services, you agree to promptly report that suspicion to us as soon as you become aware of it, so that we can investigate and take measures to correct any such defect and to minimize the consequences of it. You further agree to impose a similar notification requirement on all your contractors, and that they do so with all subcontractors, at any level. The intent is to avoid the potentially higher cost of change orders by identifying and correcting any such defects as early as possible. Therefore, failure by you or your contractors or subcontractors to notify us as required in this section, will limit our cost of remedying any such defects to the sum that remedy would have cost had we been given prompt notification.

BETTERMENT. Betterment, or unjust enrichment, means that a person, who is negatively impacted because of an alleged error, recoups not only their actual losses caused by the error, but gains an advantage or profit because of it. This Contract does not allow betterment or unjust enrichment. Therefore, if due to an oversight by us, any required item or component of the project is omitted from the project construction documents, our responsibility is limited to the cost over and above what it would have cost you had the component or item been designed, specified and constructed in the first place: In other words, not the cost of the item itself, but only the premium cost to add the omitted item out of normal sequence.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Contract, you or we will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by you or us, or by your or our employees, agents, sub consultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

CERTIFICATIONS, GUARANTEES, & WARRANTIES. We will not be required to sign any documents, no matter who makes the request, which would result in our having to certify, guarantee, or warrant the existence of conditions, when we did not observe the existence of those conditions and cannot otherwise determine their existence. You agree not to make the resolution of any dispute with us, or the payment of any amount due to us, in any way contingent upon our signing any such certification. In addition, we will not be required to execute any documents subsequent to the signing of this Contract that in any way might, in our sole judgment, increase our contractual or legal obligations or risks, or the availability or cost of our professional or general liability insurance.

CONTINGENCY. You and we agree that although our mutual goal may be the creation of a "perfect" set of project plans and documents, it is improbable that "perfection" can ever be attained. Because of the possibility for omissions, ambiguities or inconsistencies in the drawings and specifications, bidders might interpret the plans and specifications differently than we intended. In addition, influences beyond our control, such as increases in material prices, bidder workload, and labor costs, could all possibly impact bid prices. Therefore, project costs could be higher than you or we initially anticipate and deviate from any pre-bid estimate of those costs prepared by us. You and/or the owner therefore agree to set aside a reserve in the amount of 10 percent of the project construction costs as a contingency, to be used, if necessary, to pay for any increased costs. You and the Owner further agree to make no claim by way of direct or third-party action against us or our sub consultants with respect to such increased costs.

NON-SOLICITATION OF EMPLOYEES. During the term of this agreement and for a period of two (2) years afterwards, you agree that you will not solicit to hire nor hire any of our employees, whether or not you became aware of them through the performance of this Agreement. Furthermore, you agree for the same time period not to participate or facilitate in any way in the attempt of any other company to solicit to hire or hire any of our employees.



ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

DISPUTE RESOLUTION. Should any disagreement or conflict arise between you and us in relation to this Contract during or following the completion of the project, we both agree to work diligently to try to amicably resolve our differences. We both agree to first do so through informal discussion and agreement. Should those discussions not resolve the matter, you and we agree to attempt resolution through nonbinding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Mediation is to commence within thirty (30) days from the date of receipt of any written claim, dispute or other matter in question, and both of us will mutually select the certified mediator or certified mediation service. You and we further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to all agreements.

However, nothing in this Section prohibits us from proceeding with any legal action necessary to enforce the payment provisions of this Contract, should you fail to pay for services rendered by us. In such cases, we are not required to first utilize mediation in the pursuit of collections and may in fact initiate legal action in an attempt to secure payment.

STATUTES OF REPOSE. Any legal action by either you or us against the other arising out of or in any way connected with the services to be performed under this Contract, is barred after any statute of limitation set by state law, or after five (5) years have passed from the date the project or project phase is substantially completed, whichever is shorter, and under no circumstances will any such claim be initiated by either you or us beyond those dates. In the event this Contract is terminated early, the date of Contract termination will be used in place of a substantial completion date.

THIRD PARTY BENEFICIARIES. Nothing contained in this Contract should be interpreted to create a contractual relationship with, or a cause of action in favor of, a third party against either you or us. Our services under this Contract are being performed solely for your benefit, and no other entity shall have any claim against us because of this Contract or the performance or nonperformance of services under this Contract. You agree to include a provision in all you contract with contractors and other entities involved in this project to carry out the intent of this Section.

FAILURE TO PAY FOR SERVICES PROVIDED. Failure to make payment to us in accordance with the terms herein is a material breach of this Contract. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. Any payments you then make will first be applied to the accrued interest and then to the unpaid principal. In addition, we may take additional actions, which may include:

- **SUSPENSION OF SERVICES.** We may suspend performance of services by giving you five (5) calendar days' notice. If we do so, we have no liability whatsoever to you for any costs or damages as a result of such suspension caused by any breach of this Contract.
- **TERMINATION OF SERVICES.** We may terminate this Contract. Payment remains due for services provided regardless of termination of this Contract by either of us.
- **MECHANICS LIEN.** We may file a lien against your property to protect our financial interests under this Contract.
- **LEGAL ACTION.** We may file suit against you to enforce the payment provisions of this Contract.

In the event that we find it necessary or prudent to file a lien or take legal action in order to enforce the payment provisions of this contract, you agree to compensate us for our cost of doing so. Among others things, those costs include our time, at current billing rates, and the expenses we incur in our collection efforts. They also include reasonable attorney's fees, court costs and related expenses incurred by us. You agree that in addition to any judgment or settlement sums due, you will pay these fees, costs and expenses to us.

GENERAL INDEMNIFICATIONS. We agree, to the fullest extent permitted by law, to indemnify and hold you (as well as your officers, directors and employees and their heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by our negligent acts, errors or omissions under this Contract, or those of anyone for whom we are legally liable.

You agree, to the fullest extent permitted by law, to indemnify, defend and hold us (as well as our officers, directors, employees and their heirs and assigns, and any individuals and entities we retain for performance of the services under this Contract, including but not limited to our sub consultants and their officers, directors, employees, heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by your negligent acts, errors or omissions in connection with the Project, or those of your contractors, subcontractors or other consultants, or anyone for whom you are legally liable.

You are not obligated to indemnify us in any manner whatsoever for our own negligence. We are not obligated to indemnify you in any manner whatsoever for your own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both of us, they shall be borne by each party in proportion to each party's negligence.

LIMITATION OF LIABILITY. The potential risks of the project, in recognition of the relative benefits to both you and us, have been allocated in such a manner that you agree, to the fullest extent permitted by law, to limit our liability, and the liability of our sub consultants, to you, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. **As such, unless a higher limit is requested by you and agreed to by us, the total aggregate liability for us and our sub consultants to all those named, defaults to, and shall not exceed, \$25,000.** This limitation applies regardless of cause of action or legal theory, pled or asserted. You also agree that you will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join us as a third-party defendant.

Limitations on liability and indemnities in this Contract are business understandings between you and us and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by our sole or gross negligence or our willful misconduct.

ENTIRE AGREEMENT. This Contract contains the entire agreement between you and us and supersedes any prior understanding or agreements, whether verbal or in writing, in relation to this project and the specific Scope of Services outlined in this Contract.



ATTACHMENT II – SCHEDULE OF INSURANCE

The following reflects TWM Inc.'s Insurance Coverage and Limits in effect as of Jan 1st, 2022.

General Liability Insurance – The Hartford Insurance Company

- **Commercial General Liability Insurance** – on a broad-form occurrence basis with limits of \$1,000,000 per occurrence and \$2,000,000 in the general aggregate.
- **Contractual Liability**
- **Cross Liability**

Automobile Liability Insurance – The Hartford Insurance Company through Greyling Ins. Brokerage/EPIC

- **Automobile Liability Insurance** – personal injury and property damage with combined single limits (each accident) of \$1,000,000.

Excess / Umbrella Liability – The Hartford Insurance Company through Greyling Ins. Brokerage/EPIC

- **Excess / Umbrella Liability** – on a broad-form occurrence basis with limits of \$10,000,000 per occurrence and in the aggregate.

Worker's Compensation Insurance – Trumbull Insurance / USL & H – All States through Greyling Ins. Brokerage/EPIC

- **Worker's Compensation Insurance** – as required by statute, including Employer's Liability, with limits of:
 - \$1,000,000 each accident
 - \$1,000,000 disease – each employee
 - \$1,000,000 disease – policy limit

Professional Liability Practice Policy – Assured Partners of Washington LLC

- **A/E Professional Liability Insurance Policy** – with limits of \$2,000,000 per claim and \$2,000,000 in the annual aggregate through Travelers Casualty and Surety Co of America.
- **A/E Professional Liability Excess Insurance Policy** – with additional limits of \$3,000,000 in the annual aggregate through RLI Insurance Company – effective after the exhaustion of the \$2,000,000/\$2,000,000 provided by Travelers Casualty and Surety Co of America.

CPM Policy (Cyber Liability) – Assured Partners – CFC Underwriting Limited

- **Cyber, Privacy and Media Risks Insurance Policy** – with limits of \$1,000,000 per claim and in the aggregate.

Aircraft & Commercial General Aviation Liability (Drone) – Global Aerospace through Greyling Ins. Brokerage/EPIC

- **Drone/Aircraft Insurance Policy** – with limits of \$15,000,000 per claim and in the aggregate.

DEVELOPMENT AGREEMENT

This agreement made this 16th day of January, 2024 by and between the City of Belleville, Illinois (the "City") and **Eye on Design, Inc. ("Eye on Design, Inc.")**:

WITNESSETH:

WHEREAS, Eye on Design, Inc. intends on investing a minimum of \$5,437.00 to complete façade improvements at the existing facility located at 309 East Main St. in Belleville (the "Project"), and;

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project and the terms upon which **Eye on Design, Inc.** would provide jobs at said location.

Responsibilities of the City of Belleville

1. Reimburse Eye on Design, Inc. \$800.00 in TIF #17 funds for façade improvements at the existing facility located at 309 East. Main St., after receipt of documentation of eligible costs incurred, after May 1, 2024.

Responsibilities of Eye on Design, Inc.

- A. Invest no less than \$5,437.00 for the façade improvements at the existing facility located at 309 East Main St. no later than June 30, 2024; and,
- B. Retain seven (7) FTE jobs, and;
- C. Commit to annual sales subject to sales tax of no less than \$400,000.00, and;
- D. Eye on Design, Inc. and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- E. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that **Eye on Design, Inc.** fails to meet its obligations under Sections (A), (B), (C), (D), or (E) of the section entitled "Responsibilities of **Eye on Design, Inc.**" of the Development Agreement, all public funds provided under (1) of the section entitled "Responsibilities of the City of Belleville" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

Miscellaneous

1. **Entire Agreement.** This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representatives, not herein contained. Each party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.
2. **Validity.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
3. **Notices.** Notices, or other communications required or which may be given under this Agreement

shall be in writing, and delivered either personally, or by certified or registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.

4. Signage. Agree to allow City to place on the premises a sign indicating financial assistance has been provided by the City of Belleville for a minimum of fifteen (15) days each before and after opening of the facility.
5. Current with Payments. Agree to pay in full the City of Belleville on any outstanding invoices containing the name or names of the individual, company and/or corporation receiving the said inducements.
6. Execution of Agreement. If this agreement is not fully executed within sixty (60) days of City Council approval, it shall be considered null and void.
7. Prevailing Wage. Projects receiving incentives/inducements from the City of Belleville will be required to comply with the President's executive order no. 11246, as amended (prevailing wage).
8. Superseder. This Agreement supersedes and replaces any and all prior agreements and understandings between the City and **Eye on Design, Inc.** with respect to the subject matter hereof.
9. Request of Payment. The party receiving inducements must officially request payment from the City. This must be done via letter to include documentation of costs incurred as outlined in the section titled "Responsibilities of **Eye on Design, Inc.**".
10. Compliance Reporting. Agree to submit Annual Certification of Compliance With Development Agreement form to document compliance with items as outlined in the section titled "Responsibilities of **Eye on Design, Inc.**". Such reporting is required for the life of the agreement, which is defined as the timeframe of the commitment to remain and operate at the project location as identified in the section titled "Responsibilities of **Eye on Design, Inc.**".

CITY OF BELLEVILLE, ILLINOIS
City Hall
101 South Illinois Street Belleville, Illinois 62220

By: _____
MAYOR

ATTEST: _____
CITY CLERK

Eye on Design, Inc.
309 East Main St.
Belleville, IL 62220

By: _____
Jennaver Brown, Owner



OFFICE USE ONLY
 Name of Event: Bierstacheln Festival
 Date of Event: Sat 02/17/24

SPECIAL EVENT REQUEST

Notification is hereby given to the City of Belleville to request a Special Event as follows:

PLEASE ALLOW MINIMUM (8) WEEKS FOR PROCESSING THE REQUEST. TEN (10) WEEKS PREFERRED.

PLEASE ALLOW THREE (3) MONTHS FOR PROCESSING IF EITHER ILLINOIS ROUTE 159 OR ANY OTHER STATE ROUTE THAT WILL BE CLOSED.

Name(s) of sponsoring organization(s): Shoehorn Brewing

Name of Event: Bierstacheln Festival

Sat

Date of Event: 17 Feb 24 Event Starting Time: 12p Event Ending Time: 10p

Street Closure Time: N/A Street Re-Open Time: N/A

Name(s) of person(s) responsible for organizing and conducting event:

Name	Address	Phone	Email
Mike Johnson	225 Main St. Belleville, IL 62220	[REDACTED]	mike@shoehornbrewing.com

Number of people (100) animals (0?) vehicles (0) expected to participate.

Describe the event in detail:
Indoor/Outdoor event featuring portable firepits and a food truck. Bierstacheln is an old tradition of warming a beer with a red hot stainless steel rod. This changes the flavor and temperature of the beer.
Firepits and rods will be manned by Shoehorn staff.
(discussed w/ BFD)

Specify event route from starting point to termination point (*a map of the event route is required*):
N/A

OFFICE USE ONLY

Name of Event: Bier Stacheln Festival
Date of Event: Sat 02/17/24

Are you requesting streets to be closed? If so, list specifics below and note on map of event route:
Requesting 2 parking spots alongside Paderborn Sq on N. Church between Main St. and Alley
for food truck use.

Will either Illinois Route 159 any other State Routes be blocked (if YES, it will require approval from the Illinois Department of Transportation): Yes No

Does this event require any of the following?

- Trash Containers Yes No Number Requested: _____
 - Picnic Tables Yes No Number Requested: 8
 - Sanitation Vehicle and Manpower Yes No
 - Electric (if available) (note on map location(s)) Yes No Number Requested: _____
 - Music Yes No Times: _____
 - Barricades Yes No Number Requested: _____
- Comments or Additional Request(s): _____

A CERTIFICATE OF INSURANCE NAMING THE CITY OF BELLEVILLE AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS PER PERSON AND \$2,000,000 AGGREGATE. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (City of Belleville • 101 South Illinois Street • Belleville • IL • 62220)

IF EITHER ROUTE 159 OR ANY OTHER STATE ROUTE WILL BE CLOSED, A CERTIFICATE OF INSURANCE NAMING ILLINOIS DEPARTMENT OF TRANSPORTATION AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (IL Department of Transportation • 1100 East Court Plaza Drive • Collinsville • IL • 62234)

Affixing my signature to this application, declares my acceptance and understanding of the guidelines and certain limitations which may apply to this event.



Michael Johnson

Signature of Person Making Application
225 Main St. Belleville, IL 62220

Printed Name of Person Making Application

Mailing Address

618-416-0204

mike@shoehornbrewing.com

Phone Number

E-mail

DATE OF APPLICATION: 1/8/2024

Return this form (via mail/email/in-person):

City of Belleville - City Clerk's Office
101 South Illinois Street
Belleville, Illinois 62220
E-mail: jmeyer@belleville.net
(618) 233-6810

OFFICE USE ONLY

Name of Event: St. Ignace Festival

Date of Event: Sat 02/12/24

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>01/09/24</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: Situational awareness

APPROVED DENIED DATE: 01/09/24 INITIALS: RT

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY

Name of Event: Diebstachen Festival
Date of Event: Sat 02/17/24

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>01/09/24</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Traffic cones & 8 picnic tables
provided as requested.

APPROVED DENIED DATE: 1/9/24 INITIALS: JRP

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY

Name of Event: Die Stuebeln Festival

Date of Event: Sat 02/24

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>01/09/24</u> Scheduled Meeting Date: _____ Date Approved by Staff: <u>01/11/24</u> Date on Council Agenda: <u>01/16/24</u> Notification Sent to Event Representative of Council Meeting: <u>01/11/24</u>
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: _____

APPROVED DENIED DATE: 01/11/2024 INITIALS: [Signature]

Fire Department: Approved, upon council's waiving of fires permitted on city property, a fire extinguisher present in the immediate area, egress corridors maintained during the event, and wind speeds no more than 10mph.

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, January 11, 2024 3:14 PM
To: Mike Johnson
Cc: Jason Poole; Jeff Davis; Craig Maue; Niccy Cook; Erin Clifford; Lt Rob Thomason (thomasonr@bellevillepolice.org); Michael Schaefer; Curt Lougeay; Jesse Garnica; Madison Faulkner
Subject: Bierstacheln Festival

Mike:

Staff reviewed your request for the Bierstacheln Festival. Below is a synopsis of the event with comment(s) from the Department(s) before going to Council for final approval:

Event:

- Bierstacheln Festival (old tradition of warming beer with a red hot stainless steel rod)
- Saturday, February 17, 2024
- 12:00pm to 10:00pm
- Shoehorn Brewing – 225 East Main Street

Street Closures:

- Use of Paderborn Square
- 2 parking spots on west side of North Church (before alley and not to be ADA parking spot)
- 12:00pm to 10:00pm

Public Works:

- Deliver 8 picnic tables on Friday, February 16, 2024, and pick-up on Tuesday, February 20, 2024
- Organizer responsible to place picnic tables in drop-off location for pick-up
- Deliver traffic cones on Friday, February 16, 2024 and pick-up on Tuesday, February 20, 2024
- Organizer responsible to block of parking spots at approved time(s)

Police Department:

- Situational Awareness

Fire Department:

- Waive allowance to use firepits for event upon Council approval and with wind speeds no more than 10mph
- Fire Extinguisher must be present in location of firepits
- Egress corridors to be maintained during event

Maintenance Department:

- Situational Awareness

Communications/Marketing Department:

- The City of Belleville would like to provide additional promotion for your event. Upon approval by the City Council, please contact Madison Faulkner, mfaulkner@belleville.net or 618-233-6810 to coordinate

Miscellaneous:

- Contact Erin Clifford, Deputy Liquor Commissioner, eclifford@belleville.net or 618-233-6810 to discuss Special Event Liquor License

- **Submit a Certificate of Insurance naming the City of Belleville as an additional insured is required in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (City of Belleville, 101 South Illinois Street, Belleville, IL 62220)**

This request will go to City Council on Tuesday, January 16, 2024, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

Upon Council decision, you will receive a letter via email.

If you have any questions, please do not hesitate to contact me, Monday through Friday, 8:00am to 5:00pm.

Best,

Jenny
Jennifer Gain Meyer, MS, LEHP
City Clerk
City of Belleville
101 South Illinois Street
Belleville IL 62220
618-233-6810
jmeyer@belleville.net



<https://www.belleville.net/>

<https://www.facebook.com/welcometobellevilleil>

https://twitter.com/Belleville_ILL

RESOLUTION NO. 3496

A RESOLUTION AUTHORIZING AND DIRECTING APPLICATION TO THE 2024 SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STP) FOR THE PURPOSE OF RESURFACING WEST MAIN STREET FROM 44th Street to 49th Street

WHEREAS, the City of Belleville, St. Clair County, Illinois (hereinafter "City"), is a municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, the City proposes to apply for assistance from the Surface Transportation Block Grant Program (STP) for the purpose of resurfacing West Main Street from 44th Street to 49th Street; and

WHEREAS, the proposed improvement will consist of resurfacing the roadway, isolated pavement patching, replacing non-compliant ADA sidewalks and curb ramps, new pavement markings, and all other miscellaneous work; and

WHEREAS, the proposed improvements will reduce future maintenance on the roadway and extend the service life of the pavement, restore the skid resistance of the pavement and the reconstruction of non-compliant ADA sidewalk will provide safe and convenient accommodations for all pedestrians to navigate this critical northwest route; and

WHEREAS, the City has available funds to finance the activity until reimbursed by STP, and the financial capability to operate, maintain, and manage the completed project in a safe manner for public use; and

WHEREAS, the City has determined it to be in the best interest of the public health, safety, general welfare and economic welfare to resurface West Main Street from 44th Street to 49th Street; and

WHEREAS, the City has determined City Engineer should be authorized and directed to execute any contracts or requisite documents required to apply to STP for funding to reimburse City for resurfacing West Main Street from 44th Street to 49th Street; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Belleville as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Belleville, Illinois.

Section 2. the City shall apply to the STP for financial assistance for the purposes of resurfacing West Main Street from 44th Street to 49th Street including isolated pavement patching, replacing non-compliant ADA sidewalks and curb ramps, new pavement markings, and all other miscellaneous work.

Section 3. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Belleville, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Patty Gregory
Mayor
City of Belleville
St. Clair County, Illinois

ATTEST:

Jennifer Gain Meyer
City Clerk
City of Belleville
St. Clair County, Illinois

ORDINANCE NO. 9236-2024

**A ZONING ORDINANCE IN RE CASE #59-DEC23-
Beyond Living / Hillwood Trust**

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:

Whereas, a request has been filed for a Use Variance to establish and operate a “Vocational Housing Group Home” at 330 Hillwood Drive (02-36.0-404-015) located in a “A-1” Single-Family Residence District (Applicable sections of the zoning code: 162.093, 162.570) Ward 4.

Whereas, a public hearing was held on December 21, 2023 before the City's Zoning Board of Appeals which has issued its advisory report.

NOW, THEREFORE, be it ordained by the City Council of the City of Belleville, Illinois as follows:

Section 1. That the request to establish and operate a “Vocational Housing Group Home” at 330 Hillwood Drive (02-36.0-404-015) located in a “A-1” Single-Family Residence District” is hereby **denied**. (Applicable sections of the zoning code: 162.093, 162.570) Ward 4.

Section 2. That conflicting ordinances or pertinent portions thereof in force at the time of this ordinance takes effect are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 16th day of January, 2024 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____

Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovia	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 17th day of January, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9242-2024

**AN ORDINANCE AUTHORIZING SALE/CONVERSION OF PERSONAL PROPERTY
(2001 FORD E-250, 2003 E-ONE TYPHOON PUMPER, HALOGEN FLOOD LIGHTS
AND 2023 TFT 4” BALL INTAKE VALVE)**

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.

WHEREAS, the City of Belleville, Illinois (“City”) owns personal property in the form of a 2001 Ford E-250 (VIN: 1FDSE35FX2HA37601), 2003 E-One Typhoon Pumper (VIN: 4ENRAAA-8431006607), miscellaneous halogen flood lights and 2023 TFT 4” ball intake valve (Exhibit A) formerly used by the Belleville Fire Department, (“Property”), that it finds to be no longer necessary or useful to the Belleville Fire Department;

WHEREAS, Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) pertinently empowers this City Council to sell personal property that is no longer necessary or useful to, or for the best interests of the City, in such a manner as this City Council may designate, with or without advertising the sale, or to convert that personal property into some other form that is useful to the City by using the material in the personal property;

WHEREAS, in the best interests of the City and upon the recommendation of its Administration, this City Council desires to sell/convert the Property in accordance with applicable law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

Section 1. This City Council does hereby authorize and direct its Administration to sell/convert the Property, in accordance with applicable law.

Section 2. This Ordinance shall be in full force and effect from and after its passage, approval and publication all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 16th day of January, 2024 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____

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 _____
Nora Sullivan _____
Kara Osthoff _____

APPROVED by the Mayor of the City of Belleville, Illinois this 17th day of January 2024

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

SYS DATE:01/10/24

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

SYS TIME:15:48

DATE: 01/16/24

Tuesday January 16,2024

[NCS]

PAGE 9

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
1547	THOUVENOT, WADE, & MOERCHEN INC	13-00	1,426.00
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	12,000.00
5460	SHILOH VALLEY TOWNSHIP ROAD DISTRI	13-00	2,044.30
CH058	CHRIST BROS. PRODUCTS LLC	13-00	1,286.00
EL001	ELECTRICO, INC.	13-00	2,284.00
LO029	LOCHMUELLER GROUP	13-00	1,576.00
	**TOTAL		20,616.30

13	MOTOR FUEL TAX FUND	GRAND TOTAL	20,616.30