



Rickey Williams, Jr., Mayor

**NOTICE AND AGENDA
DANVILLE CITY COUNCIL**

Robert E. Jones Municipal Building
City Council Chambers
17 W. Main Street
Danville, Illinois 61832
Tuesday, July 16, 2019 – 6:00 PM

Public Works
Agenda Items

1. Call to Order – Roll Call
2. Invocation – Rev. Fred Cowen, Pastor, New Hope #3 Church of God in Christ
3. Pledge of Allegiance
4. Approval of Minutes
5. Approval of Agenda
6. Report from Mayor Williams
 - A. Proclamations
 - B. Board/Committee/Personnel Appointments
 - C. Reports of Boards, Agencies, Commissions
 - D. Items of Information
7. Petitions, Communications, Audience Comments
8. Zoning Petitions
9. Approval of Payrolls *
10. Approval of Vouchers Payable *
11. Public Works Committee Report
 - A. Resolution: Approving Danville Mass Transit's Title VI Program Submission for the Federal Transit Association 8-A*
 - B. Resolution: Awarding Bid #627 for 2019 Sewer Cleaning and Televising 9-A*
 - C. Resolution: Authorizing Construction Agreement with CSXT, Inc. for Proposed Sidewalk Construction at Griffin Street across CSXT *
 - D. Resolution: Authorizing Inter-Governmental Agreement for Fiscal Year 2020 between the State of Illinois Department of Human Services and City of Danville *
 - E. Items of Information
12. Public Services Committee Report
 - A. City Clerk's Report
 1. Approval of Licenses
 - B. Items of Information

CITY COUNCIL AGENDA
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13. Items of Information
14. Closed Session
15. Adjournment

(* paperwork included)

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**PAYROLL REPORT
BI-WEEKLY/WEEKLY/MONTHLY PAY**

PAY PERIOD ENDING:	7/2/2019	CHECK DATE:	7/5/2019		
	REGULAR		OVERTIME		TOTAL
DEPARTMENT	PAY		PAY		PAY
FINANCE	10,146.40		-		10,146.40
CENTRAL VEHICLE MAINTENANCE	4,100.85		-		4,100.85
PUBLIC AFFAIRS	7,686.58		-		7,686.58
ENVIRONMENTAL CODE ENFORCEMENT	8,879.73		-		8,879.73
CITY TREASURER	1,730.77		-		1,730.77
LEGAL SERVICES	2,386.62		-		2,386.62
CITY CLERK	3,564.37		-		3,564.37
PERSONNEL & HUMAN RELAT.	2,303.78		-		2,303.78
INFORMATION SYSTEMS	5,727.51		-		5,727.51
POLICE DEPARTMENT	185,781.28		26,334.72		212,116.00
FIRE DEPARTMENT	125,723.19		13,094.48		138,817.67
STREETS DEPARTMENT	12,343.58		457.39		12,800.97
PARKS & PUBLIC PROPERTY	16,316.40		437.26		16,753.66
MUNICIPAL POOL	1,999.39		-		1,999.39
COMMUNITY DEVELOPMENT	8,674.96		219.15		8,894.11
COMM. DEVEL. BLOCK GRANT	4,642.30		-		4,642.30
MASS TRANSIT	32,571.24		4,041.41		36,612.65
DATS	2,152.37		-		2,152.37
HARRISON PARK	4,237.13		-		4,237.13
SANITARY SEWER	23,986.54		461.42		24,447.96
SOLID WASTE	18,932.42		21.30		18,953.72
GROUP INSURANCE INCENTIVE	-				-
TOTAL	483,887.41		45,067.13		528,954.54
BREAKDOWN OF POLICE OT:					
REGULAR OVERTIME	12,007.30				
RETRO OVERTIME	-				
COURT-TIME (03)	2,309.38			TOTAL	528,954.54
CONTRACT OVERTIME (05)	11,204.37				
STEP GRANT (26)	-				
US MARSHAL SERVICE (02)	813.67				
TOTAL	26,334.72				
BREAKDOWN OF FIRE OT:					
RECALL FIRE	1,766.50				
RECALL MANNING	11,327.98				
RECALL OTHER	-				
AROT	-				
TOTAL	13,094.48				
BREAKDOWN OF PARKS OT:					
REGULAR OVERTIME	437.26				
Maintenance of Buildings	-				
TOTAL	437.26				
TOTAL POLICE, FIRE, PARKS OT	39,866.46				

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF VOUCHERS PAYABLE

SUMMARY

July 09, 2019

DISTRIBUTIONS

General Fund (001)		\$	127,975.15
Finance (011)	\$	20,100.00	
Central Vehicle Maint. (012)	\$	12,032.74	
Code Enforcement (014)	\$	784.14	
General City Government (015)	\$	26,735.52	
Legal Services (017)	\$	9,635.45	
Information Technology (020)	\$	1,128.00	
Police (021)	\$	8,267.63	
Fire (022)	\$	2,979.67	
Streets (031)	\$	32,141.10	
Parks & Public Property (051)	\$	13,851.90	
Pool (052)	\$	319.00	
Infrastructure Development (107)	\$	2,805.80	
Danville Mass Transit (113)	\$	7,825.54	
Capital Improvements (302)	\$	5,530.76	
Community Reinvestment (310)	\$	142.80	
Harrison Park Golf Course (401)	\$	1,766.29	
Sanitary Sewer (402)	\$	44,152.74	
Solid Waste Management (405)	\$	44,181.15	
Total		\$	234,380.23

COMPTROLLER

DATE

MAYOR

DATE

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR JULY 09, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-011-00-52021 - Auditing	4986 - CLIFTON LARSON ALLEN LLP	PROGRESS BILLING--4/30/19 FINANCIAL STATEMENTS	06/24/2019	122239	20,000.00
001-011-00-54099 - Other Expenditures	5315 - STEPHANIE WILSON, TREASURER , PETTY CASH	SECOND REGISTER START-UP CASH FOR FINANCE	07/02/2019	122290	100.00
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS CVM	06/24/2019	122224	47.08
001-012-00-52015 - Maintenance of Vehicles	153 - BURKE SPRING & ALIGNMENT	REAR SPRINGS FOR UNIT #88	06/25/2019	122234	600.00
001-012-00-52015 - Maintenance of Vehicles	153 - BURKE SPRING & ALIGNMENT	REPLACED BOTH REAR SPRINGS UNIT #89 - DUMP	06/25/2019	122234	600.00
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR FOR KUBOTA CART - PARKS DEPT	06/27/2019	122301	12.00
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	BRAKE ACTUATOR FOR UNIT 40 DUMP TRUCK	06/03/2019	122273	358.70
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	TURBOCHARGER HOSE/TEFLON TAPE SHOP USE SUPPLIES	06/03/2019	122273	61.27
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	TURBOCHARGER HOSE-CREDIT	06/03/2019	122273	(57.71)
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	REV ALAR UNIT 90 DUMP TRUCK	06/04/2019	122273	68.59
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	STOCK CURVED RADIATOR HOSE	06/04/2019	122273	27.29
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	STOCK MDL 10 COMBO LMP	06/05/2019	122273	53.40
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	U-BOLT UNIT 90 DUMP TRUCK/NITRILE DISPOSABLE GL-SHOP PPE	06/05/2019	122273	32.74
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	GREASE GRABBER HAND UNIT 90-DUMP TRUCK	06/06/2019	122245	197.28
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	STOCK ALL UNITS-FUEL FILTER/AIR FILTER	06/10/2019	122245	696.74
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	BACK UP LAMP FIRE DEPT E2	06/10/2019	122273	5.48
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	BATTERY UNIT 87-CVM SERVICE TRUCK	06/11/2019	122273	143.75
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	DISC PAD UNIT 68-SIGN TRUCK	06/11/2019	122273	25.80
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CORE DEPOSIT CREDIT	06/12/2019	122273	(18.00)
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	PGTL FOR REC C M LMP	06/12/2019	122273	17.34
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	REMAN BRAKE CALIPER UNIT 68-SIGN TRUCK	06/12/2019	122273	123.06
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	REMAN BRAKE CALIPER UNIT 87-CVM SERVICE TRUCK	06/12/2019	122273	246.12
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	REMAN BRAKE CALIPER-CREDIT	06/12/2019	122273	(123.06)
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	STOCK ALARM BACKUP	06/17/2019	122245	64.99
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	BRAKE ROTER, PADS, CALIPER UNIT 96-STREET 1 TON	06/17/2019	122273	384.18
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CORE DEPOSIT CREDIT	06/17/2019	122273	(58.48)
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	SPIN-ON LUBE FILTER FOR UNIT 26 MULTICONDUCTOR CABLE FOR UNIT 90	06/18/2019	122245	207.42
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CABLE UNIT 90-DUMP TRUCK	06/18/2019	122273	13.73
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	FLUID RESERVOIR UNIT 100	06/18/2019	122273	328.70
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	FUEL AND OIL FILTER - FIRE DEPT	06/18/2019	122273	56.23
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	LED LAMP 12 V UNIT 90- DUMP TRUCK	06/19/2019	122273	104.50
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	NAPA GOLD AIR FILTER - FIRE DEPT E4	06/19/2019	122273	109.51
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	VALVE ABS MODULATOR UNIT 90-DUMP TRUCK	06/19/2019	122273	243.70
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	ADAPTER UNI 90-DUMP TRUCK	06/20/2019	122273	21.12
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	TRUCK PARTS UNIT 90-DUMP TRUCK	06/20/2019	122273	168.79
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	VALVE ABS MODULATOR UNIT 90-DUMP TRUCK	06/20/2019	122273	243.70
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	MULTI-PURPOSE LAMP UNIT 90-DUMP TRUCK	06/21/2019	122273	10.36
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	REMAN STARTER FOR UNIT 58-STREET 1 TON	06/22/2019	122273	187.98
001-012-00-53015 - Materials to Maintain Vehicles	153 - BURKE SPRING & ALIGNMENT	REAR SPRINGS FOR UNIT #88	06/25/2019	122234	1,399.51
001-012-00-53015 - Materials to Maintain Vehicles	153 - BURKE SPRING & ALIGNMENT	REPLACED BOTH REAR SPRINGS UNIT #89 - DUMP	06/25/2019	122234	1,389.59
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	STOCK CABIN AIR PANEL/FUEL FILTER - ALL UNITS	06/25/2019	122245	350.21
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	OIL FILTER GASKET FOR UNIT 58-STREET 1 TON	06/25/2019	122273	6.29
001-012-00-53015 - Materials to Maintain Vehicles	1193 - RAHN EQUIPMENT COMPANY	SPREADER BRACKETS FOR UNIT #90 - DUMP TRUCK	06/25/2019	122281	310.00
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	HEADBOLTS FOR UNIT #65 - DUMP TRUCK	06/25/2019	122284	550.22
001-012-00-53015 - Materials to Maintain Vehicles	153 - BURKE SPRING & ALIGNMENT	VALVE & COUPLING FOR UNIT #59 - TANDEM DUMP	06/26/2019	122234	275.55
001-012-00-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	PARTS FOR WINDSHIELD WIPER UNIT #29-STREET 1 TON	06/26/2019	122242	9.10

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR JULY 09, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	CLR/MKR LAMP FOR UNIT 29 STREET 1 TON	06/26/2019	122245	8.99
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	PLUG FOR FIRE DEPT E4	06/26/2019	122245	11.96
001-012-00-53015 - Materials to Maintain Vehicles	5660 - HERITAGE PETROLEUM LLC	BULK OIL FOR ALL UNITS	06/26/2019	122259	1,129.33
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	WHEEL STUD-GUNITE UNIT 94 AUTOMATED	06/26/2019	122273	133.60
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	AIR BRAKE CHAMBER FOR UNIT #59 - DUMP TRUCK	06/27/2019	122273	41.13
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	BATTERY FOR UNIT #28 - STREET 1 TON	06/27/2019	122273	287.50
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	LED LAMP FOR FIRE DEPT E4	06/27/2019	122273	15.50
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	TURBOCHARGER HOSE-HOP USE	06/03/2019	122273	9.24
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	REV ALVAR 908 LOADER - STREET	06/05/2019	122273	174.04
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	XL BELT FOR KOBOTA/MOTOR TREATMENT/GO JET SPRAY-PARKS	06/06/2019	122245	166.41
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	SHOP TOWELS/HYD HOSE - STREETS/CAT BR172 BUSH MOWER	06/10/2019	122245	208.98
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	36V SOLENOID FOR GOLF CARTS - PARKS	06/20/2019	122245	39.99
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	HYSTER PARTS - SHOP	06/25/2019	122273	85.33
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	OIL FOR SHOP HYSTER	06/27/2019	122273	19.99
001-012-00-53017 - Small Tools & Equipment	287 - DANVILLE AUTO PARTS	COUPLER 90 DEGREE SW-SHOP TOOL	06/25/2019	122245	19.99
001-012-00-53017 - Small Tools & Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	RIGHT ANGLE GREASE-SHOP TOOL	06/26/2019	122273	17.99
001-012-00-53099 - Other Commodities	1217 - NAPA AUTO PARTS OF DANVILLE	NITRILE DISPOSABLE GLOVES-SHOP PPE	06/11/2019	122273	14.99
001-012-00-53099 - Other Commodities	2195 - CINTAS CORPORATION #370	MEDICAL SUPPLIES FOR PARKS GARAGE	06/14/2019	122238	23.55
001-012-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	CYLINDER RENTAL FOR SHOP & SERVICE TRUCKS	06/24/2019	122251	72.00
001-012-00-53099 - Other Commodities	1217 - NAPA AUTO PARTS OF DANVILLE	NITRILE DISPOSABLE GLOVES -SHOP PPE	06/25/2019	122273	12.49
001-012-00-53099 - Other Commodities	1217 - NAPA AUTO PARTS OF DANVILLE	PPE GLOVES	06/27/2019	122273	44.97
001-014-00-54099 - Other Expenditures	6082 - JRS POS DEPOT	INGENICO ISC250 TOUCH V4 CREDIT CARD TERMINAL	06/25/2019	122261	224.81
001-014-00-54099 - Other Expenditures	2581 - SHI INTERNATIONAL CORP	LENOVO THINKCENTRE - FINANCE 2ND REGISTER	06/26/2019	122285	329.00
001-014-00-54099 - Other Expenditures	2581 - SHI INTERNATIONAL CORP	EPSON OMNILINK RECEIPT PRINTER- FINANCE 2ND REGISTER	06/27/2019	122285	230.33
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	CONTRACT # 1144-02	07/01/2019	122254	159.16
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	CONTRACT # 1144-02	07/01/2019	122254	243.60
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	CONTRACT #1215-02	07/01/2019	122254	172.44
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	CONTRACT 1142-02	07/01/2019	122254	358.34
001-015-00-52029 - Professional Services	5315 - STEPHANIE WILSON, TREASURER , PETTY CASH	PETTY CASH REIMBURSEMENT--RECORDING ORD# 9208 & 9209	06/26/2019	122290	100.00
001-015-00-52066 - Drug/Alcohol Testing SE	2546 - MID-WEST TRUCKERS ASSOC. INC.	PRE-EMPLOYMENT TESTING	06/28/2019	122270	78.75
001-015-00-52091 - Animal Collection Activity	5473 - DEPT OF ANIMAL REGULATION	MAY 2019 ANIMAL COLLECTION ACTIVITY	06/28/2019	122252	14,220.84
001-015-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR JUNE 2019	07/02/2019	122246	5,930.84
001-015-00-52099 - Other Contractual Services	1206 - PRESIDIO NETWORKED SOLUTIONS GROUP, LLC	INFORMACAST ADVANCED NOTIFICATION LICENSING & MAINTENANCE	04/17/2019	122280	3,085.56
001-015-00-52099 - Other Contractual Services	1206 - PRESIDIO NETWORKED SOLUTIONS GROUP, LLC	IP 2X2 LAY IN CEILING SPEAKER	04/23/2019	122280	1,765.80
001-015-00-52099 - Other Contractual Services	1206 - PRESIDIO NETWORKED SOLUTIONS GROUP, LLC	TECHNICAL SUPPORT	06/26/2019	122280	585.00
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	STAPLE REMOVER, ADDRESS LABELS, FILE LABELS	06/28/2019	122226	35.19
001-017-00-51001 - Salaries	1161 - DAVID WESNER	JULY 2019 LEGAL SERVICES PER RESOLUTION 2019-19	06/28/2019	122249	7,000.00
001-017-00-52023 - Legal Services	10 - ACTON & SNYDER ATTORNEYS AT LAW	LEGAL SERVICES OUTSIDE OF RETAINER	07/03/2019	122218	1,199.00
001-017-00-52101 - Service of Summons	196 - CHAMPAIGN COUNTY SHERIFFS DEPARTMENT	SERVICE OF SUMMONS	07/03/2019	122236	52.00
001-017-00-53099 - Other Commodities	ATTN: CIVIL P	EPSON OMNILINK RECEIPT PRINTER - LEGAL	06/27/2019	122285	691.00
001-22063 - Due to Village of Tilton	2581 - SHI INTERNATIONAL CORP	MUNICIPAL COURT FINES FOR JUNE 2019	07/01/2019	122300	75.00
001-22064 - Due to Peer Court	3695 - VILLAGE OF TILTON ATTN:CITY CLERK	MUNICIPAL COURT FINES FOR JUNE 2019	07/01/2019	122278	27.50
	947 - PEER COURT INC				

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR JULY 09, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-22065 - Due to Crimestoppers	3228 - VERMILION COUNTY CRIME STOPPERS ATTN: KEITH SOUZA	MUNICIPAL COURT FINES FOR JUNE 2019	07/01/2019	122297	27.50
001-22068 - Due to Oakwood	3429 - OAKWOOD POLICE DEPT.	MUNICIPAL COURT FINES FOR JUNE 2019	07/01/2019	122275	25.00
001-22084 - Due to Rankin	3397 - VILLAGE OF RANKIN	MUNICIPAL COURT FINES FOR JUNE 2019	07/01/2019	122298	10.00
001-22086 - Due to Westville	3742 - WESTVILLE POLICE DEPARTMENT	MUNICIPAL COURT FINES FOR JUNE 2019 LESS JUNE CREDIT CARD FEES	07/01/2019	122303	239.48
001-22087 - Due to Ridgefarm	3805 - VILLAGE OF RIDGE FARM ATTN: CLERK	MUNICIPAL COURT FINES FOR JUNE 2019 LESS JUNE CREDIT CARD FEES	07/01/2019	122299	150.00
001-22091 - Due to Georgetown	4418 - GEORGETOWN POLICE DEPT.	MUNICIPAL COURT FINES FOR JUNE 2019	07/01/2019	122258	138.97
001-020-00-52009 - Computer Service and Supplies	2581 - SHI INTERNATIONAL CORP	VSPHERE ESSENTIALS PLUS KIT RENEWAL 1 YEAR	06/28/2019	122286	1,128.00
001-021-00-52015 - Maintenance of Vehicles	31 - AMERICAN EAGLE AUTO GLASS	CAR 137 REPLACE FRONT WINDSHIELD	06/25/2019	122221	536.39
001-021-00-52015 - Maintenance of Vehicles	5709 - JAMES JONES	CAR D-7 INSTALLED NEW LIGHTS AND SIRENS	06/25/2019	122260	941.00
001-021-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	CAR 103 PATCH TIRE	06/27/2019	122301	22.00
001-021-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	CAR 116 4-WHEEL ALIGNMENT	06/27/2019	122301	85.00
001-021-00-52016 - Maintenance of Other Equipment	5585 - SUPREME RADIO COMMUNICATIONS INC	QUARTERLY MAINTENANCE JULY-SEPTEMBER 2019	06/17/2019	122291	2,047.50
001-021-00-52041 - Telephone	42 - AT&T	BOOK-IN LINE/PSB ALARM/CITY HALL	06/25/2019	122227	110.30
001-021-00-52099 - Other Contractual Services	1153 - WATTS COPY SYSTEMS INC	CID COPIER CONTRACT	06/24/2019	122302	269.99
001-021-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	Copier Contract	07/01/2019	122254	90.45
001-021-00-53001 - Publication	5757 - AMY FREELAND	COURT TIME	07/01/2019	122222	59.96
001-021-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	BRAKE PADS	06/24/2019	122245	224.97
001-021-00-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	CAR 116 FRONT AXLE	06/25/2019	122242	148.85
001-021-00-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	CAR 116 Y PIPE, GASKETS, NUTS	06/25/2019	122242	306.83
001-021-00-53015 - Materials to Maintain Vehicles	2048 - BILL SMITH AUTO PARTS	CAR 112 REPAIR BROKEN SQUAD CAR SEAT	06/26/2019	122232	250.00
001-021-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	A SHELTON NEW HIRE CLOTHING/EQUIPMENT	06/19/2019	122282	2,415.87
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - TALBOTT	06/24/2019	122282	67.49
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	GUN MOUNT - TALBOT	06/24/2019	122282	107.09
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - BUTCHER	06/27/2019	122282	143.98
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - HOWIE	07/01/2019	122282	413.97
001-021-00-53029 - Copy Machine Supplies	60 - ARNOLDS OFFICE SUPPLY	INK CARTRIDGES FOR FRIENDLY TOWN	06/27/2019	122226	25.99
001-022-00-52031 - Electricity	5995 - AEP ENERGY	FIRE DEPARTMENT SUMMARY BILLING	06/29/2019	122219	2,268.21
001-022-00-52035 - Sanitary Sewer Tax	310 - DANVILLE SANITARY DISTRICT	SEWER CHARGES - FIRE/CITY BLDGS/PARKING GARAGE/DMT	05/31/2019	122246	53.04
001-022-00-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	06/25/2019	122228	40.15
001-022-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	CONTRACT # 1862-01	07/01/2019	122254	67.34
001-022-00-53016 - Materials to Maint other Equipment	687 - LOWE'S BUSINESS ACCOUNT	TRUE FUEL	05/14/2019	122267	34.08
001-022-00-53017 - Small Tools & Equipment	687 - LOWE'S BUSINESS ACCOUNT	BOLT CUTTERS	04/22/2019	122267	172.82
001-022-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	NEW HIRE CLOTHING - Z WACLAWE	06/27/2019	122282	110.68
001-022-00-53026 - Clothing	443 - MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	BATTERY BRACKET FOR HELMET - J. SNYDER	06/24/2019	122272	86.59
001-022-00-53026 - Clothing	443 - MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	RADIO STRAP, HOLDER, ANTI-SWAY STRAP - B. KLUGOW	06/27/2019	122272	44.06
001-022-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	SPRAY PAINT	05/03/2019	122267	32.72
001-022-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	STATION 2 INK CARTRIDGES	06/27/2019	122226	69.98
001-031-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR STREETS DEPARTMENT	06/19/2019	122293	1,319.50
001-031-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR STREETS DEPT.	06/26/2019	122293	980.00
001-031-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS STREETS	06/24/2019	122224	11.85
001-031-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	PW LOCKER ROOM SINK REPAIR	06/21/2019	122274	54.00
001-031-00-52031 - Electricity	777 - AMEREN	UTILITY CHARGES	06/25/2019	122220	16,984.42
001-031-00-52031 - Electricity	777 - AMEREN	SUMMARY BILLING FOR STREET DEPT ACCOUNT	06/26/2019	122220	592.45

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001-031-00-52031 - Electricity	5995 - AEP ENERGY	STREET DEPT SUMMARY BILLING	06/29/2019	122219	5,566.80
001-031-00-52099 - Other Contractual Services	3060 - KRONOS	DATA COLLECTION FOR MAY 2019	06/15/2019	122265	94.50
001-031-00-53007 - Materials to Maintain Streets	892 - KIRCHNER BUILDING CENTERS	SIDEWALK REPAIR FROM STORM AND PLOW DAMAGE	05/20/2019	122264	13.31
001-031-00-53007 - Materials to Maintain Streets	966 - DANIEL L RIBBE TRUCKING INC	STOCK BAM FOR PATCHING	06/26/2019	122244	1,801.32
001-031-00-53008 - Materials to Maintain Blvd Lights	888 - KIRBY RISK CORPORATION	BATTERY & CUTTING WHEEL	06/02/2019	122263	176.42
001-031-00-53008 - Materials to Maintain Blvd Lights	888 - KIRBY RISK CORPORATION	CREDIT FOR BATTERY RETURN	06/04/2019	122263	(160.72)
001-031-00-53008 - Materials to Maintain Blvd Lights	71 - MOBOTREX, INC	CONTROL BOARD IN TRAFFIC CAMERA MAIN & BISMARCK	06/12/2019	122271	3,725.00
001-031-00-53008 - Materials to Maintain Blvd Lights	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	FUSES FOR STREET LIGHTS	06/18/2019	122288	587.70
001-031-00-53008 - Materials to Maintain Blvd Lights	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	MATERIALS TO TAKE SERVICE OFF WALL - 123 N VERMILION	06/18/2019	122288	104.76
001-031-00-53008 - Materials to Maintain Blvd Lights	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	MATERIALS TO TAKE SERVICE OFF WALL-123 N VERMILION	06/18/2019	122288	27.50
001-031-00-53008 - Materials to Maintain Blvd Lights	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	STOCK SAWZALL BLADES	06/18/2019	122288	27.25
001-031-00-53011 - Materials to Maintain Buildings	71 - MOBOTREX, INC	POLY PED VISOR FOR VARIOUS LOCATIONS	06/24/2019	122271	180.00
001-031-00-53099 - Other Commodities	316 - DP SUPPLY INC	CUSTODIAL SUPPLIES FOR PW & PARKS	06/25/2019	122253	47.60
001-031-00-53099 - Other Commodities	2195 - CINTAS CORPORATION #370	MEDICAL SUPPLIES FOR PARKS GARAGE	06/14/2019	122238	23.55
001-031-00-53099 - Other Commodities	4210 - CORPORATE SUPPLY INC.	SAFETY VESTS FOR PW STAFF	06/24/2019	122241	117.90
001-051-00-51001 - Salaries	399 - EXPRESS PACKAGING SERVICE	FEDEX SERVICE FOR VIDEO CARD REPAIR	06/26/2019	122256	65.99
	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR PARKS DEPT	06/26/2019	122293	1,321.60
001-051-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	HVAC REPAIR FIRE STATION 2	06/21/2019	122274	213.00
001-051-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	PW LOCKER ROOM SINK REPAIR	06/21/2019	122274	108.00
001-051-00-52031 - Electricity	777 - AMEREN	SUMMARY BILLING FOR PARKS AND PUBLIC PROPERTIES	06/26/2019	122220	35.53
001-051-00-52031 - Electricity	5995 - AEP ENERGY	PARKS AND PUBLIC PROPERTIES SUMMARY BILLING	06/29/2019	122219	8,244.59
001-051-00-52035 - Sanitary Sewer Tax	310 - DANVILLE SANITARY DISTRICT	SEWER CHARGES - FIRE/CITY BLDGS/PARKING GARAGE/DMT	05/31/2019	122246	213.14
001-051-00-52036 - Officials and Instructors	5606 - FRANCIS KEENAN	2019 UMPIRE SEASON - 6/25 WW4 - 4 GAMES @ \$17 EACH	06/28/2019	122257	68.00
001-051-00-52036 - Officials and Instructors	1232 - JUAN MOORE	2019 UMPIRE SEASON - 6/25 WE4 - 4 GAMES @ \$17 EACH	06/28/2019	122262	68.00
001-051-00-52036 - Officials and Instructors	2905 - MICHAEL MILLER	2019 UMPIRE SEASON - 6/25 WE4 - 4 GAMES @ \$17 EACH	06/28/2019	122269	68.00
001-051-00-52041 - Telephone	6071 - RAYMOND O'BANION	BOOK-IN LINE/PSB ALARM/CITY HALL	06/28/2019	122283	34.00
001-051-00-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	06/25/2019	122227	55.14
001-051-00-52088 - Rentals	42 - AT&T	UNIFORMS DPW MATS	06/25/2019	122228	228.63
001-051-00-52089 - Pest & Weed Control	53 - ARAMARK UNIFORM SERVICES INC	MONTHLY PEST CONTROL PW BLDG	06/24/2019	122225	7.00
001-051-00-52099 - Other Contractual Services	671 - TERMINIX SERVICES INC	SEWER CHARGES - FIRE/CITY BLDGS/PARKING GARAGE/DMT	06/19/2019	122294	37.50
001-051-00-52099 - Other Contractual Services	310 - DANVILLE SANITARY DISTRICT	DATA COLLECTION FOR MAY 2019	05/31/2019	122246	4.05
001-051-00-52099 - Other Contractual Services	3060 - KRONOS	3362 LYNCH CT	06/15/2019	122265	94.50
001-051-00-53011 - Materials to Maintain Buildings	248 - AQUA IL	501 BENSIL	06/21/2019	122223	23.66
001-051-00-53011 - Materials to Maintain Buildings	248 - AQUA IL	NEW TIMER FOR LIGHTS - LINCOLN PARK	06/24/2019	122223	25.18
001-051-00-53013 - Materials to Maintain Other	888 - KIRBY RISK CORPORATION	CUSTODIAL SUPPLIES FOR PW & PARKS	06/20/2019	122263	65.44
001-051-00-53013 - Materials to Maintain Other	316 - DP SUPPLY INC	BAGGED CONCRETE FOR BOARDWALK EXTENSION	06/25/2019	122253	257.71
001-051-00-53013 - Materials to Maintain Other	687 - LOWE'S BUSINESS ACCOUNT	FUSES FOR STADIUM FIELD LIGHTING	04/18/2019	122267	837.32
001-051-00-53013 - Materials to Maintain Other	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	REPLACEMENT BULBS FOR STADIUM FIELD LIGHTS	06/14/2019	122288	195.90
001-051-00-53013 - Materials to Maintain Other	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	WIRE FOR STADIUM LIGHT TOWER REPAIRS	06/14/2019	122288	222.90
001-051-00-53013 - Materials to Maintain Other	3133 - SPORT RED-MIX LLC	CONCRETE FOR LINCOLN PARK SIDEWALK REPAIR	06/17/2019	122287	101.55
001-051-00-53017 - Small Tools & Equipment	687 - LOWE'S BUSINESS ACCOUNT	PARKS TOOLS	05/30/2019	122267	367.07
001-051-00-53017 - Small Tools & Equipment	287 - DANVILLE AUTO PARTS	HITCH FOR PARKS TRUCK	06/03/2019	122245	39.98
001-051-00-53017 - Small Tools & Equipment	687 - LOWE'S BUSINESS ACCOUNT	Tools	06/24/2019	122267	54.08
001-051-00-53017 - Small Tools & Equipment	892 - KIRCHNER BUILDING CENTERS	DRILL BIT	06/25/2019	122264	8.34
001-051-00-53022 - Horticultural Supplies	687 - LOWE'S BUSINESS ACCOUNT	PERENNIALS FOR DOWNTOWN @ CROSSWALK BEDS	06/05/2019	122267	301.25

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001-051-00-53055 - Recreation Supplies	103 - BIG R	WATER FOR ATTENDEES OF GOLDEN WEDDING-DANVILLE STADIUM	06/25/2019	122231	7.52
001-051-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	DEHUMIDIFIER FOR SIGN SHOP	06/05/2019	122267	127.77
001-051-00-53099 - Other Commodities	2195 - CINTAS CORPORATION #370	MEDICAL SUPPLIES FOR PARKS GARAGE	06/14/2019	122238	23.55
001-051-00-53099 - Other Commodities	6083 - COMPLIANCESIGNS	SIGNS FOR CITY HALL DOOR EXITS & EMPLOYEES ONLY	06/20/2019	122240	85.50
001-052-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR PARKS DEPT	06/26/2019	122293	93.10
001-052-00-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	06/25/2019	122228	76.89
001-052-00-53011 - Materials to Maintain Buildings	687 - LOWE'S BUSINESS ACCOUNT	LOCKS FOR POOL DUE TO BREAK-IN	05/29/2019	122267	148.00
001-052-00-53011 - Materials to Maintain Buildings	687 - LOWE'S BUSINESS ACCOUNT	MATERIALS TO RE-LOCK POOL DUE TO BREAK-IN	05/30/2019	122267	62.66
001-052-00-53011 - Materials to Maintain Buildings	687 - LOWE'S BUSINESS ACCOUNT	CREDIT FOR RETURNS	06/24/2019	122267	(61.65)
107-107-00-52097 - Pavement Maintenance	4061 - OPEN ROAD ASPHALT COMPANY LLC	MATERIAL FOR ASPHALT REPAIRS IN MULTIPLE LOCATIONS	06/18/2019	122276	2,614.30
107-107-00-55064 - Economic Development Program	1918 - VERM. CO. COMMUNITY DEVELOPMENT CORP. C/O 1ST NAT'	PROMISSORY NOTE PAYMENT-RE RES@2014-67-FINAL PAYMENT OF INTEREST	07/02/2019	122296	191.50
113-113-19-52008 - Uniform Rental	1209 - CINTAS CORPORATION	UNIFORM SERVICE JUNE	06/28/2019	122237	279.07
113-113-19-52011 - Maintenance of Building	2160 - BYERLY GARAGE DOORS	PARTS/FREIGHT/SERVICE CALL	06/18/2019	122235	145.00
113-113-19-52014 - Maintenance of Office Equipment	295 - DTI OFFICE SOLUTIONS	MAINTENANCE AGREEMENT	07/01/2019	122254	108.19
113-113-19-52015 - Maintenance of Vehicles	340 - DEPKE WELDING SUPPLIES INC	Cylinder Rental	06/24/2019	122251	66.24
113-113-19-52015 - Maintenance of Vehicles	5585 - SUPREME RADIO COMMUNICATIONS INC	LABOR	06/26/2019	122291	665.00
113-113-19-52031 - Electricity	777 - AMEREN	101 NORTH HAZEL CITY BUS TERMINAL	06/25/2019	122220	118.33
113-113-19-52031 - Electricity	777 - AMEREN	UTILITY CHARGES	06/25/2019	122220	13.16
113-113-19-52041 - Telephone	5995 - AEP ENERGY	DMT SUMMARY BILLING	06/29/2019	122219	804.09
113-113-19-52079 - Lease and Rental - DMT	42 - AT&T	POOL/PARKS/DMT/FIRE	06/25/2019	122228	53.51
113-113-19-52099 - Other Contractual Services	6000 - BEST-ONE OF CENTRAL IL	MOUL/DISMOUNT, BALANCE	06/28/2019	122230	60.00
113-113-19-53011 - Materials to Maintain Buildings	310 - DANVILLE SANITARY DISTRICT	SEWER CHARGES - FIRE/CITY BLDGS/PARKING GARAGE/DMT	05/31/2019	122246	45.45
113-113-19-53011 - Materials to Maintain Buildings	2160 - BYERLY GARAGE DOORS	PARTS/FREIGHT/SERVICE CALL	06/18/2019	122235	277.00
113-113-19-53015 - Materials to Maintain Vehicles	1209 - CINTAS CORPORATION	UNIFORM SERVICE JUNE	06/28/2019	122237	106.76
113-113-19-53015 - Materials to Maintain Vehicles	5978 - CUMMINS SALES AND SERVICE	CREDIT	06/03/2019	122243	(250.00)
113-113-19-53015 - Materials to Maintain Vehicles	5585 - SUPREME RADIO COMMUNICATIONS INC	CREDIT MEMO FOR RETURNED PARTS	06/21/2019	122291	(1,185.62)
113-113-19-53015 - Materials to Maintain Vehicles	5978 - CUMMINS SALES AND SERVICE	Bus Parts	06/24/2019	122243	637.49
113-113-19-53015 - Materials to Maintain Vehicles	5585 - SUPREME RADIO COMMUNICATIONS INC	Parts	06/25/2019	122291	2,756.82
113-113-19-53015 - Materials to Maintain Vehicles	639 - LIFT-U	Bus Parts	06/26/2019	122266	875.00
113-113-19-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	Bus Parts	06/28/2019	122242	10.13
113-113-19-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	PIPING FOR DRAIN	05/02/2019	122267	64.92
113-113-19-55016 - Other Capital Equipment	166 - TRC ENGINEERING SERVICES, LLC	INSPECTION AND AUDIT SERVICES	06/25/2019	122295	2,175.00
302-302-00-54013 - Lease Purchase	2084 - DE LAGE LANDEN PUBLIC FINANCE LLC	CITY TELEPHONE SYSTEM LEASE	05/28/2019	122250	2,765.38
302-302-00-54013 - Lease Purchase	2084 - DE LAGE LANDEN PUBLIC FINANCE LLC	CITY TELEPHONE SYSTEM LEASE	06/27/2019	122250	2,765.38
310-310-00-54177 - Community Investment	287 - DANVILLE AUTO PARTS	BATTERY FOR DEMO EXCAVATOR	06/17/2019	122245	142.80
401-401-00-46071 - Golf Receipts	2497 - DANVILLE TENNIS CLUB	DANVILLE TENNIS CLUB-FY20 CORPORATE/FAMILY MEMBERSHIPS	06/30/2019	122247	200.00
401-401-00-52031 - Electricity	5995 - AEP ENERGY	HPGC SUMMARY BILLING	06/29/2019	122219	827.36
401-401-00-52031 - Electricity	5995 - AEP ENERGY	PARKS AND PUBLIC PROPERTIES SUMMARY BILLING	06/29/2019	122219	246.74
401-401-00-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	06/25/2019	122228	40.15
401-401-00-52099 - Other Contractual Services	2195 - CINTAS CORPORATION #370	Medical Supplies for HPGC	06/14/2019	122238	14.95
401-401-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	BELT FOR TRAPRAKE HPGC	06/13/2019	122245	20.16
401-401-00-53099 - Other Commodities	2195 - CINTAS CORPORATION #370	Medical Supplies for HPGC	06/14/2019	122238	37.67
401-401-00-54061 - Commission	4715 - TAKE A SHOT LLC	COMMISSION 6/17-6/23/19 RECEIPT # 2020-1751	06/30/2019	122292	57.06
401-401-00-54061 - Commission	4715 - TAKE A SHOT LLC	COMMISSION 6/24-6/30/19 RECEIPT 2020-1783	07/03/2019	122292	322.20
402-402-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR PW OFFICE	06/26/2019	122293	336.00
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SEWER	06/24/2019	122224	63.96

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402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SOLID WASTE	06/24/2019	122224	4.84
402-402-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	PW LOCKER ROOM SINK REPAIR	06/21/2019	122274	54.00
402-402-00-52015 - Maintenance of Vehicles	153 - BURKE SPRING & ALIGNMENT	REPLACED BOTH STEER SPRINGS UNIT #76 - VACTOR	06/07/2019	122234	2,455.39
402-402-00-52024 - Maintenance of Storm Sewer	4060 - STARK EXCAVATING INC.	STORM SEWER REPAIR - 110 W. FAIRCHILD	05/31/2019	122289	16,931.69
402-402-00-52024 - Maintenance of Storm Sewer	4060 - STARK EXCAVATING INC.	STORM SEWER REPAIR - 1605 VALLEYVIEW	05/31/2019	122289	11,011.13
402-402-00-52031 - Electricity	5995 - AEP ENERGY	SEWER LIFT STATION SUMMARY BILLING	06/29/2019	122219	2,622.43
402-402-00-52088 - Rentals	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS STREETS	06/24/2019	122224	10.50
402-402-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR JUNE 2019	07/02/2019	122246	5,930.84
402-402-00-52099 - Other Contractual Services	3060 - KRONOS	DATA COLLECTION FOR MAY 2019	06/15/2019	122265	94.50
402-402-00-52099 - Other Contractual Services	671 - TERMINIX SERVICES INC	MONTHLY PEST CONTROL PW BLDG	06/19/2019	122294	18.75
402-402-00-53010 - Materials to Maintain Sewers	289 - DANVILLE TILE & DRAINAGE, INC.	MATERIAL FOR SEWER REPAIR - 22 LAKE SHORE DR.	06/05/2019	122248	111.70
402-402-00-53010 - Materials to Maintain Sewers	289 - DANVILLE TILE & DRAINAGE, INC.	MATERIAL FOR SEWER REPAIR - 22 LAKE SHORE DR.	06/17/2019	122248	6.51
402-402-00-53010 - Materials to Maintain Sewers	289 - DANVILLE TILE & DRAINAGE, INC.	MATERIALS FOR SEWER REPAIR - 22 LAKE SHORE DR.	06/17/2019	122248	21.00
402-402-00-53014 - Materials to Maintain Storm Water	289 - DANVILLE TILE & DRAINAGE, INC.	STOCK HYDRAULIC CEMENT	06/10/2019	122248	104.00
402-402-00-53014 - Materials to Maintain Storm Water	3133 - SPORT RED-MIX LLC	MATERIAL FOR CONCRETE COLLARS-INDEPENDENCE DR.	06/10/2019	122287	254.88
402-402-00-53014 - Materials to Maintain Storm Water	1022 - PRAIRIE MATERIAL	MATERIALS FOR CB REPAIR	06/20/2019	122279	381.50
402-402-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	OIL FILTER FOR UNIT #67 - TV TRUCK	06/04/2019	122273	11.49
402-402-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	BRAKE PADS & ROTORS FOR UNIT #67 - TV TRUCK	06/05/2019	122273	182.06
402-402-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	AIR FILTER FOR UNIT #67 - TV TRUCK	06/06/2019	122273	5.83
402-402-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	FRONT WHEEL SEAL FOR UNIT #67 - TV TRUCK	06/06/2019	122273	19.06
402-402-00-53015 - Materials to Maintain Vehicles	5660 - HERITAGE PETROLEUM LLC	SIGNAL FLASHER FOR UNIT #67 - TV TRUCK	06/06/2019	122259	13.99
402-402-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	BULK OIL FOR ALL UNITS	06/26/2019	122273	1,129.33
402-402-00-53016 - Materials to Maint other Equipment	3827 - EJ EQUIPMENT	OIL FILTER FOR SEWER BACKHOE	06/19/2019	122273	6.79
402-402-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	CABLE REPAIR KITS FOR TV TRUCK	06/27/2019	122255	1,128.84
402-402-00-53099 - Other Commodities	287 - DANVILLE AUTO PARTS	DEHUMIDIFIER FOR SIGN SHOP	06/05/2019	122267	63.89
402-402-00-53099 - Other Commodities	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	GLOVES FOR LIFT STATION TRUCK	06/06/2019	122245	26.50
402-402-00-53099 - Other Commodities	4210 - CORPORATE SUPPLY INC.	TV TRUCK TAPE	06/13/2019	122288	29.51
402-402-00-53099 - Other Commodities	287 - DANVILLE AUTO PARTS	SAFETY VESTS FOR PW STAFF	06/24/2019	122241	117.90
402-402-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	PPE - GLOVES FOR LIFT STATION	06/24/2019	122245	26.50
402-402-00-53099 - Other Commodities	1217 - NAPA AUTO PARTS OF DANVILLE	CYLINDER RENTAL FOR SHOP & SERVICE TRUCKS	06/24/2019	122251	72.00
402-402-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	PPE - KNEE PADS FOR D. FINLEY	06/24/2019	122273	49.98
402-402-00-53099 - Other Commodities	316 - DP SUPPLY INC	OFFICE SUPPLIES	06/25/2019	122226	53.83
402-402-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	CREDIT FOR PRODUCT RETURN	06/25/2019	122253	47.60
402-402-00-54099 - Other Expenditures	6082 - JRS POS DEPOT	INGENICO ISC250 TOUCH V4 CREDIT CARD TERMINAL	06/26/2019	122226	(30.13)
402-402-00-54099 - Other Expenditures	2581 - SHI INTERNATIONAL CORP	LENOVO THINKCENTRE - FINANCE 2ND REGISTER	06/25/2019	122261	224.82
402-402-00-54099 - Other Expenditures	2581 - SHI INTERNATIONAL CORP	EPSON OMNILINK RECEIPT PRINTER- FINANCE 2ND REGISTER	06/26/2019	122285	329.00
405-405-00-46229 - Major Clean up	6084 - PAULA SPRIESTERSBACH	REIMBURSE FOR MAJOR COLLECTION 6/26/19	06/27/2019	122285	230.33
405-405-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR STREETS DEPARTMENT	06/27/2019	122277	300.00
405-405-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR SW DEPARTMENT	06/19/2019	122293	199.50
405-405-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR PW OFFICE	06/19/2019	122293	1,960.00
405-405-00-52092 - Dumping Fees	138 - BRICKYARD LANDFILL - 4725	TEMP STAFF FOR PW OFFICE	06/26/2019	122293	336.00
405-405-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	Utility Billing for June 2019	06/15/2019	122233	29,136.59
405-405-00-52099 - Other Contractual Services	3060 - KRONOS	DATA COLLECTION FOR JUNE 2019	06/15/2019	122265	5,930.85
405-405-00-52099 - Other Contractual Services	671 - TERMINIX SERVICES INC	MONTHLY PEST CONTROL PW BLDG	06/19/2019	122294	94.50
405-405-00-52099 - Other Contractual Services	6081 - BARBARA ORTIZ COUNSELING	EAP SESSION	07/12/2019	122229	18.75
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	RADIATOR HOSE FOR UNIT #93 - AUTOMATED	06/03/2019	122273	100.00
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	POWER RELAY FOR UNIT #93 - AUTOMATED	06/10/2019	122273	27.29

CITY OF DANVILLE
 ACCOUNTS PAYABLE FOR JULY 09, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	LIGHT RELAY FOR UNIT #54 - REAR LOADER	06/12/2019	122273	20.97
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	FLUID RESERVOIR FOR UNIT #93 - AUTOMATED	06/14/2019	122273	328.70
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	PURGE VALVE FOR UNIT#20 - SW PICK UP	06/14/2019	122273	31.41
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	STEEL RIM FOR UNIT #6	06/17/2019	122273	159.10
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	BRAKE DRUM FOR UNIT #6 - AUTOMATED	06/18/2019	122273	122.63
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	PARTS FOR UNIT #72 - REAR LOADER	06/20/2019	122273	25.12
405-405-00-53015 - Materials to Maintain Vehicles	5660 - HERITAGE PETROLEUM LLC	BULK OIL FOR ALL UNITS	06/26/2019	122259	1,129.34
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRES FOR UNIT #95 - AUTOMATED	06/27/2019	122301	1,096.18
405-405-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	AIR FILTER FOR YARD WASTE TUB GRINDER	06/03/2019	122245	78.85
405-405-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	HOSE ACCESSORY & O-RING FOR YARD WASTE JD LOADER	06/13/2019	122245	103.13
405-405-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	PARTS FOR YARD WASTE SITE GRINDER	06/18/2019	122245	11.69
405-405-00-53016 - Materials to Maint other Equipment	5189 - M-B COMPANIES INC	GUTTER BROOMS FOR ALL SWEEPERS	06/21/2019	122268	1,729.14
405-405-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	DEHUMIDIFIER FOR SIGN SHOP	06/05/2019	122267	63.89
405-405-00-53099 - Other Commodities	2195 - CINTAS CORPORATION #370	MEDICAL SUPPLIES FOR PARKS GARAGE	06/14/2019	122238	23.54
405-405-00-53099 - Other Commodities	4210 - CORPORATE SUPPLY INC.	SAFETY VESTS FOR PW STAFF	06/24/2019	122241	117.90
405-405-00-53099 - Other Commodities	4210 - CORPORATE SUPPLY INC.	SHIRTS FOR STAFF	06/24/2019	122241	90.00
405-405-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	CYLINDER RENTAL FOR SHOP & SERVICE TRUCKS	06/24/2019	122251	72.00
405-405-00-53099 - Other Commodities	6082 - JRS POS DEPOT	INGENICO ISC250 TOUCH V4 CREDIT CARD TERMINAL	06/25/2019	122261	224.81
405-405-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	LENOVO THINKCENTRE - FINANCE 2ND REGISTER	06/26/2019	122285	329.00
405-405-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	EPSON OMNILINK RECEIPT PRINTER- FINANCE 2ND REGISTER	06/27/2019	122285	230.34
Grand Total					234,380.23

City of Danville

DANVILLE, ILLINOIS SCHEDULE OF VOUCHERS PAYABLE

SUMMARY

July 16, 2019

DISTRIBUTIONS

General Fund (001)		\$ 138,989.20
Finance (011)	\$ 74,563.89	
Central Vehicle Maint. (012)	\$ 9,140.59	
Code Enforcement (014)	\$ 189.15	
General City Government (015)	\$ 3,230.87	
City Treasurer (016)	\$ 2,295.00	
Personnel & Human Relations (019)	\$ 135.37	
Information Technology (020)	\$ 317.12	
Police (021)	\$ 22,354.88	
Fire (022)	\$ 9,115.73	
Streets (031)	\$ 7,427.01	
Parks & Public Property (051)	\$ 7,477.93	
Pool (052)	\$ 1,668.68	
Engineering & Urban Services (060)	\$ 1,072.98	
Fire Pension Fund (098)	\$ 1,264,949.83	
Police Pension Fund (099)	\$ 1,292,069.10	
Motor Fuel Tax (103)	\$ 25,691.41	
State Narcotics Forfeiture (104)	\$ 172.00	
Community Development Block Grant - CDBG (106)	\$ 58,995.42	
Danville Mass Transit (113)	\$ 2,362.99	
Danville Area Transportation Study - DATS (116)	\$ 306.95	
Downtown (122)	\$ 1,255.00	
Community Reinvestment (310)	\$ 963.35	
Harrison Park Golf Course (401)	\$ 7,634.32	
Sanitary Sewer (402)	\$ 21,414.66	
Solid Waste Management (405)	\$ 13,500.64	
Brownfield Grant (704)	\$ 16,300.00	
Total		\$ 2,844,604.87

 COMPTROLLER

DATE

 MAYOR

DATE

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR JULY 16, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-011-00-54103 - Payment to David S. Palmer Arena	870 - DAVID S PALMER ARENA	HOTEL/MOTEL TAX RECEIPTED IN JUNE 2019 FOR MAY 2019	07/08/2019	122375	46,294.78
001-011-00-54103 - Payment to David S. Palmer Arena	870 - DAVID S PALMER ARENA	LIQUOR TAX RECEIPTED IN JUNE 2019 FOR MAY 2019	07/08/2019	122375	16,695.48
001-011-00-54104 - Payment to Conventions	292 - DANVILLE AREA CONVENTION AND VISITOR'S BUREAU	HOTEL/MOTEL TAX RECEIPTED IN JUNE 2019 FOR MAY 2019	07/08/2019	122369	11,573.63
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS CVM	07/01/2019	122351	47.08
001-012-00-52016 - Maintenance of Other Equipment	2465 - DANVILLE RUBBER GROUP	SHOP EQUIPMENT - CYLINDER REBUILD FOR LIFT	06/28/2019	122372	495.45
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR-ZERO TURN MOWER-DOWNTOWN CREW	07/03/2019	122442	15.00
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CORE DEPOSIT CREDIT	06/27/2019	122408	(116.74)
001-012-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE DISMOUNT/BALANCE FOR UNIT 29 STREET 1 TON	06/27/2019	122442	197.90
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	REMAN COMPRESSOR - FIRE DEPARTMENT ENGINE 4	06/28/2019	122408	437.16
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	GASKETS FOR DUMP TRUCK UNIT 65	07/01/2019	122420	240.30
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	TURBO CHARGER KIT FOR UNIT #90-DUMP TRUCK	07/01/2019	122420	3,010.50
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	HOSE AIR CLEANER FOR UNIT 90 DUMP TRUCK	07/02/2019	122420	264.90
001-012-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE DISMOUNT/ALL POSITION FOR UNIT 8 AUTOMATED	07/02/2019	122442	661.94
001-012-00-53016 - Materials to Maint other Equipment	3233 - BURRIS EQUIPMENT CO	PARTS FOR JACOBSEN MOWER-PARKS	06/27/2019	122362	50.99
001-012-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	48 INCH BLADE FOR WALK BEHIND - PARKS	07/01/2019	122357	113.46
001-012-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	ENGINE FOR TORO ZERO TURN	07/02/2019	122357	2,727.00
001-012-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	MOTOR FOR AIR COMPRESSOR - SHOP TRUCK	07/02/2019	122357	453.89
001-012-00-53016 - Materials to Maint other Equipment	1151 - WATSON GENERAL TIRE INC	RIGHT FRONT TIRE REPAIR - PARKS 5600 FORD	07/02/2019	122442	30.00
001-012-00-53016 - Materials to Maint other Equipment	87 - BATTERY SPEC +GOLF CARS	SPEED SENSOR, PDS FOR GOLF CART-PARKS	07/08/2019	122358	270.90
001-012-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees	06/30/2019	122392	240.86
001-014-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees	06/30/2019	122392	189.15
001-015-00-52001 - Advertising	647 - ILLINOIS MUNICIPAL LEAGUE	30 DAY EMPLOYMENT AD FOR CORPORATE COUNSEL/CITY ENGINEER	07/09/2019	122395	175.00
001-015-00-52043 - Postage	402 - FEDEX	PACKAGE TO ILLINOIS AG OFFICE	06/27/2019	122380	35.57
001-015-00-52043 - Postage	393 - EXPRESS PACKAGING SERVICE	MAILING CHARGES	07/08/2019	122379	28.20
001-015-00-52070 - Ameren Gas	4780 - CONSTELLATION NEWENERGY INC	GAS BILLING FOR MAY-ALL LOCATIONS	06/28/2019	122365	2,467.33
001-015-00-52083 - Dues and Subscriptions	1749 - COURT REPORTER	EMAIL MONTHLY SUBSCRIPTION	06/30/2019	122366	12.00
001-015-00-52099 - Other Contractual Services	6085 - PERSPECTIVES	MONTHLY EAP BILLING-JULY 2019	07/08/2019	122412	400.87
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	PRINT CARTRIDGES FOR ALL RECEIPT PRINTERS	07/02/2019	122352	56.90
001-015-00-53002 - Central Purchasing	316 - DP SUPPLY INC	TOILET BOWL CLEANER (2 CASES)	07/02/2019	122377	55.00
001-016-00-52099 - Other Contractual Services	267 - CTS COMPUTER CENTER	VPN LICENSE AND SETUP FOR REMOTE CONNECTION	06/10/2019	122367	2,295.00
001-019-00-54030 - Community Relations Act	316 - DP SUPPLY INC	SUPPLIES FOR COMMUNITY DAY	07/10/2019	122377	135.37
001-020-00-52041 - Telephone	4748 - COMCAST CABLE	JUN/JUL 2019 SUMMARY BILLING	06/27/2019	122363	317.12
001-021-00-52025 - Prisoner Meals	5821 - VERMILION COUNTY SHERIFF	MONTHLY SHARE PRISONER MEALS	07/01/2019	122440	555.00
001-021-00-52051 - Travel, Training and Ex	2591 - UNIVERSITY OF ILLINOIS GENERAL A/R	MFI RECERTIFICATION #3344-WASSON & LANGE	06/25/2019	122436	200.00
001-021-00-52099 - Other Contractual Services	1121 - VERMILION CO EMERGENCY TELEPHONE SYSTEM BOARD	CAD MAINTENANCE SERVICE DASHBOARDS/ DSS	02/19/2019	122438	2,954.00
001-021-00-52099 - Other Contractual Services	1018 - SPARKLE CLEAN FULL SERVICE	Car Washes	06/30/2019	122424	122.75
001-021-00-52099 - Other Contractual Services	3816 - WORTMAN-MEYER PROPERTIES	Car Washes	07/08/2019	122444	31.50
001-021-00-53015 - Materials to Maintain Vehicles	30 - VERMILION CHEVROLET - BUICK - GMC	TEMPERATURE ACTUATOR MOTOR	07/01/2019	122437	44.08
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 2 E SOUTH ST	06/30/2019	122391	9,405.79
001-021-00-53025 - Clothing for New Hires	1227 - AXON ENTERPRISES, INC	TASERS AND BATTERIES	06/25/2019	122356	6,880.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	LAPEL MICROPHONE - PHILLIPS	05/15/2019	122416	31.49
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SHIRTS, BOOTS, AND PANTS-LONG	05/21/2019	122416	584.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	PANTS-BROOKS	06/08/2019	122416	79.99
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	PANTS, SHIRT - CARLEY	06/11/2019	122416	137.99
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SHIRTS, BOOTS - RUTLEDGE	06/11/2019	122416	219.57
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	YELLOW HOLSTER	06/11/2019	122416	50.00

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR JULY 16, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SHOES C. MILLER	06/24/2019	122416	84.99
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SHIRTS, PANTS - WILSON	06/26/2019	122416	175.46
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SHIRTS, PANTS - LEWALLEN	07/03/2019	122416	270.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	PANTS, BUTCHER	07/05/2019	122416	71.99
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	PANTS, GLOVES, BOOTS - SCHROEDER	07/05/2019	122416	413.93
001-021-00-53099 - Other Commodities	316 - DP SUPPLY INC	CUSTODIAL SUPPLIES FOR PW BUILDING	06/29/2019	122377	42.35
001-022-00-51015 - Tuition Reimbursement	689 - IAAI	FIRE/ARSON INVESTIGATION MEMBERSHIP - A/C MCMASTERS	07/02/2019	122390	100.00
001-022-00-52016 - Maintenance of Other Equipment	340 - DEPKE WELDING SUPPLIES INC	OXYGEN CYLINDER	07/02/2019	122376	43.95
001-022-00-52083 - Dues and Subscriptions	3866 - MABAS DIVISION 40 C/O BLUEGRASS FIRE	MABAS DIVISION 40 ANNUAL DUES	07/08/2019	122404	347.00
001-022-00-52087 - Training	895 - TARGETSOLUTIONS LEARNING, LLC	TRAINING PROGRAM LICENSING	07/08/2019	122429	2,485.50
001-022-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	SHARPEN CARBIDE CHAIN AND 2-WAY SHIPPING	07/03/2019	122357	47.00
001-022-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees	06/30/2019	122392	1,426.31
001-022-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	NEW HIRE CLOTHING AND EXTRICATION GLOVES	07/05/2019	122416	47.68
001-022-00-53025 - Clothing for New Hires	7 - A E C FIRE SAFETY & SECURITY	GEAR SET COAT & PANTS FXR AGILITY DARK GOLD EVAL GEAR	07/09/2019	122347	1,999.00
001-022-00-53025 - Clothing for New Hires	7 - A E C FIRE SAFETY & SECURITY	GEAR SET COAT & PANTS FXR TECGEN71 GOLD EVALUATION GEAR	07/09/2019	122347	1,999.00
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CREDIT MEMO	06/25/2019	122416	(35.74)
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	T-SHIRT R. ERVIN	06/28/2019	122416	34.00
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	RADIO STRAP AND HOLDER	07/01/2019	122416	66.58
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SHIRTS AND SOCKS T. TURNER	07/02/2019	122416	47.50
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SOCKS AND EXTRICATION GLOVES - J. HOTSINPILLER	07/02/2019	122416	34.18
001-022-00-53026 - Clothing	3565 - WITMER PUBLIC SAFETY GROUP	PGI COBRA ULTIMATE SURE FIT HOODS (6)	07/02/2019	122443	181.93
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	EXTRICATION GLOVES AND BELT T. DARBY	07/05/2019	122416	58.48
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	JOB SHIRT J. WATT	07/05/2019	122416	58.00
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	NEW HIRE CLOTHING AND EXTRICATION GLOVES	07/05/2019	122416	25.19
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SHIRTS AND EXTRICATION GLOVES M. MORGAN	07/05/2019	122416	93.19
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SOCKS AND EXTRICATION GLOVES - J. HOTSINPILLER	07/05/2019	122416	27.99
001-022-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	STATION #1 INK CARTRIDGE	07/09/2019	122352	28.99
001-031-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR STREETS	07/02/2019	122430	1,618.78
001-031-00-52054 - License Fee	3083 - ILLINOIS ENVIRONMENTAL PROTECTION AGENCY	ANNUAL NPDES FEE	07/08/2019	122394	1,000.00
001-031-00-53007 - Materials to Maintain Streets	101 - BERRY'S GARDEN CENTER INC	MATERIALS FOR RESTORATION AT VERMILION VALLEY PRODUCE	06/06/2019	122359	16.08
001-031-00-53008 - Materials to Maintain Blvd Lights	71 - MOBOTREX, INC	REPLACEMENT STOCK PEDESTRIAN SIGNALS FOR TRAFFIC LIGHTS	06/28/2019	122407	1,150.00
001-031-00-53016 - Materials to Maintain other Equipment	103 - BIG R	BOILER DRAINS-ASPHALT ROLLER NOZZELS	06/25/2019	122360	7.98
001-031-00-53016 - Materials to Maintain other Equipment	103 - BIG R	CREDIT BOILER DRAIN-ASPHALT ROLLER NOZZLES	06/27/2019	122360	(3.99)
001-031-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees	06/30/2019	122392	3,638.16
001-051-00-46049 - Ordinance Violations	5381 - THOMAS MEYER, ATTORNEY	PARKING TICKET M000017 REFUND	07/02/2019	122432	10.00
001-051-00-52011 - Maintenance of Building	1140 - WAGNER LOCK & KEY	DUPLICATE KEYS/SERVICE CALL-GARFIELD PARK CONCESSION	05/28/2019	122441	78.45
001-051-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	HVAC REPAIR, AC UNITS SERVICED, SINK BLOCKAGE-FD STATION 3	06/23/2019	122409	924.00
001-051-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	HVAC SYSTEM MAINTENANCE-FD STATION 1	06/23/2019	122409	276.00
001-051-00-52011 - Maintenance of Building	621 - J & J WINDOWS	WINDOW CLEANING-PW BUILDING	07/01/2019	122398	32.50
001-051-00-52013 - Maintenance of other IM	445 - GIBSONS MIR APPLIANCE REPAIR	REPAIR OF PARTS FOR 2 DRIVERS-FD STATION 3	06/25/2019	122385	288.00
001-051-00-52036 - Officials and Instructors	5606 - FRANCIS KEENAN	2019 UMPIRE SEASON - 7/2/19 WW8 - 8 GAMES @\$17	07/02/2019	122383	136.00
001-051-00-52036 - Officials and Instructors	6070 - JOHNATHAN POLLARD	2019 UMPIRE SEASON-7/2/19 WE2-2 GAMES @\$17	07/02/2019	122400	34.00

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JULY 16, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-051-00-52036 - Officials and Instructors	6071 - RAYMOND O'BANION	2019 UMPIRE SEASON - 7/2/19 WE 2 - 2 GAMES @ \$17	07/02/2019	122417	34.00
001-051-00-52036 - Officials and Instructors	6071 - RAYMOND O'BANION	2019 UMPIRE SEASON - 7/9/19 WW2- 2 GAMES @ \$17 EACH	07/05/2019	122417	34.00
001-051-00-52036 - Officials and Instructors	5606 - FRANCIS KEENAN	2019 UMPIRE SEASON - 7/9/19-WE 4 - 4 GAMES @ \$17 EACH	07/09/2019	122383	68.00
001-051-00-52036 - Officials and Instructors	6070 - JOHNATHAN POLLARD	2019 UMPIRE SEASON - 7/9/19 WW2- 2 GAMES @ \$17 EACH	07/09/2019	122400	34.00
001-051-00-52036 - Officials and Instructors	2905 - MICHAEL MILLER	2019 UMPIRE SEASON - 7/9/19 WE 4 - 4 GAMES @ \$17 EACH	07/09/2019	122406	68.00
001-051-00-52041 - Telephone	42 - AT&T	PHONE SERVICE/PARKS	06/28/2019	122353	47.06
001-051-00-52088 - Rentals	1193 - RAHN EQUIPMENT COMPANY	MONTHLY RENTAL JACOBSEN BATWING MOWER	07/05/2019	122415	1,358.34
001-051-00-53011 - Materials to Maintain Buildings	316 - DP SUPPLY INC	CUSTODIAL SUPPLIES FOR HPCH	06/04/2019	122377	115.59
001-051-00-53011 - Materials to Maintain Buildings	425 - FRANKS HOUSE OF COLOR	PAINT FOR LINCOLN PAVILION STORM DAMAGE	06/06/2019	122384	118.86
001-051-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION	MOTOR ASSEMBLY FOR EXHAUST FANS-FIRE STATION UNIT 2	06/25/2019	122401	150.37
001-051-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION	LIGHT BULBS FOR DANVILLE STADIUM	06/26/2019	122401	39.84
001-051-00-53011 - Materials to Maintain Buildings	425 - FRANKS HOUSE OF COLOR	PAINT FOR DANVILLE STADIUM	06/29/2019	122384	48.89
001-051-00-53011 - Materials to Maintain Buildings	2465 - DANVILLE RUBBER GROUP	PARTS FOR PLYMOVENT REPAIR -FD STATION 3	07/01/2019	122372	13.60
001-051-00-53013 - Materials to Maintain Other	425 - FRANKS HOUSE OF COLOR	PAINT FOR LIBERTY PLAYGROUND EQUIPMENT	06/03/2019	122384	101.82
001-051-00-53013 - Materials to Maintain Other	425 - FRANKS HOUSE OF COLOR	GRAFFITI COVER OREGON ST BRIDGE	06/17/2019	122384	40.24
001-051-00-53013 - Materials to Maintain Other	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	OUTLET COVERS FOR LINCOLN PARK/ARTS IN THE PARK	06/20/2019	122426	24.45
001-051-00-53013 - Materials to Maintain Other	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	BREAKERS FOR EVENT POWER PANELS-LINCOLN PARK-ARTS IN THE PARK	06/21/2019	122426	96.32
001-051-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	BELT FOR EDGER	06/20/2019	122357	13.65
001-051-00-53017 - Small Tools & Equipment	425 - FRANKS HOUSE OF COLOR	PAINTING TOOLS	06/10/2019	122384	5.85
001-051-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees	06/30/2019	122392	2,967.00
001-051-00-53055 - Recreation Supplies	2700 - MENARDS - DANVILLE	SUPPLIES FOR FACE BOARDS FOR CITY EVENTS	06/26/2019	122405	194.46
001-051-00-53099 - Other Commodities	425 - FRANKS HOUSE OF COLOR	MARKING PAINT	06/14/2019	122384	35.94
001-051-00-53099 - Other Commodities	127 - BOTTS LOCKSMITH	KEY COPIES	06/27/2019	122361	4.00
001-051-00-53099 - Other Commodities	316 - DP SUPPLY INC	CUSTODIAL SUPPLIES FOR PW BUILDING	06/29/2019	122377	84.70
001-052-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR PARKS	07/02/2019	122430	395.68
001-052-00-52013 - Maintenance of other IM	1381 - JOHN SHEPHERD	ZONE VALVES #14 & 16 REPAIRED POOL SPRAY PARK	07/01/2019	122399	212.00
001-052-00-53013 - Materials to Maintain Other	1195 - RECREATION SUPPLY COMPANY INC	PUMP MOTOR/POOL CLEANER REPAIR	06/26/2019	122418	1,061.00
001-060-00-46035 - Permits	6087 - OSAMU SHIMOKAWA	OVER-PAYMENT REIMBURSEMENT CD PERMIT	07/02/2019	122411	344.50
001-060-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees	06/30/2019	122392	728.48
098-098-00-51012 - Fire Pension	300 - DANVILLE FIREMENS PENSION FUND	FIRST DISTRIBUTION OF RE TAXES	07/11/2019	122370	1,264,949.83
099-099-00-51011 - Pension Contributions/IMRF ERI Payment	1005 - DANVILLE POLICE PENSION FUND	FIRST DISTRIBUTION OF RE TAXES	07/11/2019	122371	1,292,069.10
103-103-18-6356E - Bowman Avenue Grade Separations	508 - HANSON PROFESSIONAL SERVICES INC	BOWMAN AVE GRADE SEPARATIONS	07/03/2019	122388	15,206.68
103-103-18-6357S - Freight Study	508 - HANSON PROFESSIONAL SERVICES INC	DANVILLE FREIGHT STUDY	07/02/2019	122387	10,484.73
104-104-00-54099 - Other Expenditures	5602 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PERSON SEARCHES - CID	07/01/2019	122434	172.00
106-106-17-54090 - CDBG Community Projects	2103 - DARRREN OWENS EXCAVATING	JACKSON SHARED USE PATH EXTENSION	06/27/2019	122374	58,453.97
106-106-18-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees	06/30/2019	122392	539.75
106-106-19-51008 - Group Insurance	6085 - PERSPECTIVES	MONTHLY EAP BILLING-JULY 2019	07/08/2019	122412	1.70
113-113-19-46090 - Other Revenues	6022 - GREYHOUND LINES, INC.	GREYHOUND TICKET SALES FOR JUNE 2019	06/30/2019	122386	389.50
113-113-19-51006 - Physicals	5899 - OCCUPATIONAL RISK MANAGEMENT	DOT PHYSICAL	05/10/2019	122410	95.00
113-113-19-51006 - Physicals	5899 - OCCUPATIONAL RISK MANAGEMENT	DOT PHYSICAL	05/17/2019	122410	95.00
113-113-19-51006 - Physicals	5899 - OCCUPATIONAL RISK MANAGEMENT	DOT PHYSICAL	05/31/2019	122410	95.00
113-113-19-51006 - Physicals	5899 - OCCUPATIONAL RISK MANAGEMENT	DOT PHYSICAL	06/14/2019	122410	95.00
113-113-19-51006 - Physicals	5899 - OCCUPATIONAL RISK MANAGEMENT	DOT PHYSICAL	06/28/2019	122410	95.00
113-113-19-52001 - Advertising	73 - INDIANA MEDIA GROUP	Advertising	06/30/2019	122396	197.50
113-113-19-52015 - Maintenance of Vehicles	258 - ALLERTON TEST LANE	TEST BUSES 1937 & 821	06/13/2019	122348	61.00
113-113-19-52016 - Maintenance of Other Equipment	4660 - TT DISTRIBUTION	LABOR AND BUS PARTS	03/04/2019	122435	42.00

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR JULY 16, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
113-113-19-52043 - Postage	393 - EXPRESS PACKAGING SERVICE	DMT POSTAGE	06/18/2019	122379	8.46
113-113-19-52079 - Lease and Rental - DMT	486 - THE GOODYEAR TIRE & RUBBER CO	DAMAGED TIRES	07/02/2019	122431	309.30
113-113-19-53015 - Materials to Maintain Vehicles	4660 - TT DISTRIBUTION	RADIATOR AND BUS PARTS	03/04/2019	122435	113.05
113-113-19-53015 - Materials to Maintain Vehicles	5585 - SUPREME RADIO COMMUNICATIONS INC	RADIO HANDSETS (3)	06/30/2019	122427	585.00
113-113-19-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 2 E SOUTH ST	06/30/2019	122391	127.38
113-113-20-51008 - Group Insurance	6085 - PERSPECTIVES	MONTHLY EAP BILLING-JULY 2019	07/08/2019	122412	54.80
116-116-19-51008 - Group Insurance	6085 - PERSPECTIVES	MONTHLY EAP BILLING-JULY 2019	07/08/2019	122412	0.95
116-116-19-52083 - Dues and Subscriptions	36 - AMERICAN PLANNING ASSOCIATION	APA MEMBERSHIP RENEWAL FOR TYSON TERHUNE	06/14/2019	122350	306.00
122-122-00-54046 - Public Improvements	6086 - DALE P. GENTRUP	TIF PROJECT REIMBURSEMENT -8 E N STREET	06/19/2019	122368	1,255.00
310-310-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees	06/30/2019	122392	132.87
310-310-00-53044 - Mat to Secure Structure	892 - KIRCHNER BUILDING CENTERS	SCREWS FOR DEMOLITION	06/20/2019	122402	106.64
310-310-00-54177 - Community Investment	1278 - ALTORFER INC	OIL FOR CAT DEMO EXCAVATOR	07/03/2019	122349	252.41
310-310-00-54177 - Community Investment	1278 - ALTORFER INC	PARTS FOR CAT DEMO EXCAVATOR	07/03/2019	122349	471.43
401-401-00-51008 - Group Insurance	6085 - PERSPECTIVES	MONTHLY EAP BILLING-JULY 2019	07/08/2019	122412	2.50
401-401-00-53013 - Materials to Maintain Other	243 - CONINOR COMPANY	FLUSH BRUSH #7 IRRIGATION	06/25/2019	122364	4.14
401-401-00-53013 - Materials to Maintain Other	289 - DANVILLE TILE & DRAINAGE, INC.	PARTS FOR #7 IRRIGATION LEAK	06/25/2019	122373	34.05
401-401-00-53013 - Materials to Maintain Other	2465 - DANVILLE RUBBER GROUP	HOSE FOR PUMP AT RIVER-HPCH	06/27/2019	122372	429.50
401-401-00-53013 - Materials to Maintain Other	1254 - INDUSTRIAL SUPPLY COMPANY	FLANGE FOR TRANSFER PUMP-HARRISON PARK	07/01/2019	122397	23.80
401-401-00-53016 - Materials to Maintain other Equipment	87 - BATTERY SPEC +GOLF CARS	SPEED SENSORY SERVICE PACKAGE FOR GOLF CART REPAIR	06/12/2019	122358	148.16
401-401-00-53016 - Materials to Maintain other Equipment	1529 - R & R PRODUCTS INC	BEDKNIFE/FREIGHT FOR HP	06/18/2019	122414	154.02
401-401-00-53016 - Materials to Maintain other Equipment	1529 - R & R PRODUCTS INC	BACK LAP COMPOUND	06/25/2019	122414	268.80
401-401-00-53022 - Horticultural Supplies	4067 - HARRELL'S LLC	GREENS AND TEES APPLICATION	06/14/2019	122389	500.00
401-401-00-53022 - Horticultural Supplies	4067 - HARRELL'S LLC	FAIRWAY FERTILIZER APPLICATION	06/18/2019	122389	1,375.00
401-401-00-53022 - Horticultural Supplies	72 - SITE ONE LANDSCAPE SUPPLY, LLC	HERBICIDE/INSECTICIDE FOR HPGC	06/28/2019	122423	1,553.37
401-401-00-53022 - Horticultural Supplies	72 - SITE ONE LANDSCAPE SUPPLY, LLC	FERTILIZER FOR HPCH	07/08/2019	122423	1,470.65
401-401-00-53024 - Gasoline	630 - ILLINI FS INC	HARRISON PARK GOLF COURSE FUEL	06/30/2019	122393	1,108.22
401-401-00-53052 - Pro Shop Supplies	316 - DP SUPPLY INC	CUSTODIAL SUPPLIES FOR HPCH	06/24/2019	122377	192.19
401-401-00-54061 - Commission	4715 - TAKE A SHOT LLC	HPGC COMMISSION - 7/1/19-7/7/19	07/11/2019	122428	369.92
402-402-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR PW OFFICE	07/02/2019	122430	218.40
402-402-00-51008 - Group Insurance	6085 - PERSPECTIVES	MONTHLY EAP BILLING-JULY 2019	07/08/2019	122412	16.33
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS DPW MATS	07/01/2019	122351	7.00
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SEWERS	07/01/2019	122351	75.27
402-402-00-52011 - Maintenance of Building	621 - J & J WINDOWS	WINDOW CLEANING-PW BUILDING	07/01/2019	122398	16.25
402-402-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO				
402-402-00-52041 - Telephone	ILLINOIS	LIEN RELEASE 11 HOME	07/08/2019	122439	25.00
402-402-00-52041 - Telephone	42 - AT&T	H & L Pump Station	06/25/2019	122355	47.06
402-402-00-52041 - Telephone	42 - AT&T	1705 W WILLIAMS	06/28/2019	122354	193.13
402-402-00-52062 - Maintenance of Lift Station	2937 - DRENNAN SEPTIC SERVICE INC.	CLEANED OUT WET WELL AT 3410 FAIRWAY LIFT STATION	06/30/2019	122378	350.00
402-402-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC	SEARCHES-MAY 2019	05/27/2019	122433	50.20
402-402-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC	BASIC SERVICE AND TU DESKTOP SERVICE MAY/JUNE 2019	06/25/2019	122433	45.00
402-402-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC	JUNE SEARCHES	06/27/2019	122433	62.75
402-402-00-52099 - Other Contractual Services	2983 - LEXISNEXIS RISK SOLUTIONS	JUNE 2019 ACTIVITY CHARGES	06/30/2019	122403	221.88
402-402-00-52099 - Other Contractual Services	5629 - SCADATA,INC	JUNE 2019 ACTIVITY CHARGES	07/05/2019	122421	90.00
402-402-00-53010 - Materials to Maintain Sewers	101 - BERRY'S GARDEN CENTER INC	CELL DATA	06/13/2019	122359	26.75
402-402-00-53010 - Materials to Maintain Sewers	289 - DANVILLE TILE & DRAINAGE, INC.	MATERIALS FOR SSO CLEANUP AT 22 LAKESHORE DR	06/28/2019	122373	135.50
402-402-00-53014 - Materials to Maintain Storm Water	1022 - PRAIRIE MATERIAL	FLOWABLE FILL SANITARY SEWER REPAIR-1232 CLEVELAND	06/19/2019	122413	249.00
402-402-00-53014 - Materials to Maintain Storm Water	3133 - SPORT REDI-MIX LLC	MATERIALS FOR CB REPAIR AT COLUMBIA & CHANDLER	06/25/2019	122425	254.88
402-402-00-53014 - Materials to Maintain Storm Water	3133 - SPORT REDI-MIX LLC	MATERIALS FOR CB REPAIR AT FRANKLIN & COLUMBIA	06/25/2019	122425	254.88
402-402-00-53014 - Materials to Maintain Storm Water	1269 - RIVER BOTTOM FARMS INC	TOP SOIL FOR RESTORATION AT 1427 WOODBRIDGE	06/28/2019	122419	240.00

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR JULY 16, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
402-402-00-53014 - Materials to Maintain Storm Water	103 - BIG R	YARD RESTORATIONS FOR 1427 WOODRIDGE	07/03/2019	122360	59.90
402-402-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	FAN REPAIR - UNIT 76-ENGINE COOLING FAN	07/02/2019	122420	1,645.00
402-402-00-53016 - Materials to Maint other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE DISMOUNT/BALANCE-TRUCK 35	07/01/2019	122442	805.24
402-402-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees	06/30/2019	122392	2,198.57
402-402-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	PROPANE	06/24/2019	122376	110.40
402-402-00-53099 - Other Commodities	316 - DP SUPPLY INC	CUSTODIAL SUPPLIES FOR PW BUILDING	06/29/2019	122377	42.34
402-402-00-55018 - Infrastructure Improvements	1194 - SCHOMBURG & SCHOMBURG	SANITARY AND PAVEMENT IMPROVEMENTS	05/24/2019	122422	13,973.93
405-405-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR SW	06/26/2019	122430	2,082.50
405-405-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR PW OFFICE	07/02/2019	122430	218.40
405-405-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR PARKS	07/02/2019	122430	1,176.35
405-405-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR SW	07/02/2019	122430	1,960.00
405-405-00-51008 - Group Insurance	6085 - PERSPECTIVES	MONTHLY EAP BILLING-JULY 2019	07/08/2019	122412	16.85
405-405-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SOLID WASTE	07/01/2019	122351	4.84
405-405-00-52011 - Maintenance of Building	621 - J & J WINDOWS	WINDOW CLEANING-PW BUILDING	07/01/2019	122398	16.25
405-405-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE/REPAIR/SERVICE CALL-JD 524 LOADER	05/31/2019	122442	155.00
405-405-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO	LIEN RELEASE 11 HOME	07/08/2019	122439	25.00
405-405-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC	SEARCHES-MAY 2019	05/27/2019	122433	50.20
405-405-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC	BASIC SERVICE AND TU DESKTOP SERVICE MAY/JUNE 2019	06/25/2019	122433	45.00
405-405-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC	JUNE SEARCHES	06/27/2019	122433	62.75
405-405-00-52099 - Other Contractual Services	2983 - LEXISNEXIS RISK SOLUTIONS	JUNE 2019 ACTIVITY CHARGES	06/30/2019	122403	221.87
405-405-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees	06/30/2019	122392	7,465.63
704-704-00-52029 - Professional Services	4909 - FEHR-GRAHAM & ASSOCIATES ENGINEERING	FY 18 BROWNSFIELD REDEVELOPMENT PROGRAM	06/30/2019	122381	8,400.00
704-704-00-52029 - Professional Services	4909 - FEHR-GRAHAM & ASSOCIATES ENGINEERING	FY 18 BROWNSFIELD REDEVELOPMENT PROGRAM	06/30/2019	122382	7,900.00
Grand Total					2,844,604.87

11-A

RESOLUTION NO. 2019 - _____

**A RESOLUTION APPROVING DANVILLE MASS TRANSIT'S TITLE VI PROGRAM SUBMISSION FOR THE
FEDERAL TRANSIT ADMINISTRATION**

WHEREAS, The City of Danville / Danville Mass Transit (DMT) is a recipient of federal funds used in public transportation operating and capital projects; and

WHEREAS, use of these funds requires compliance with Title VI of the Civil Rights Act of 1964 ("the Act"); and

WHEREAS, a Title VI program submission is required pursuant to the Act, Title 49, Chapter 53, Section 5332 of the United States Code, and the Federal Transit Administration's (FTA) Circular 4702.1B, "Title VI Program Guidelines for Federal Transit Administration Recipients," effective October 1, 2012;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, that DMT's Title VI program dated June 2019 is approved for submission to the Federal Transit Administration.

PASSED this ____ day of July, 2019 by ____ ayes, ____ nays, with ____ not voting.

APPROVED:

BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

Title VI Program Update

Revised June 2019



City of Danville, Illinois
Danville Mass Transit
101 N. Jackson St.
Danville, IL 61832

(217) 431-0653

OVERVIEW

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance. The Federal Transit Administration (FTA), which provides financial assistance for Danville Mass Transit (DMT), is authorized and directed by the United States Department of Justice to apply provisions of Title VI and to issue applicable rules, regulations, or requirements.

This document explains the Title VI Program from DMT. This program, conducted in cooperation with the Danville Area Transportation Study (DATS), the MPO for Danville, Illinois, is consistent with the principles of Title VI, federal guidelines, and related requirements and is responsive to the needs of Title VI beneficiaries.

1. Public Outreach and Involvement Activities

DMT coordinates public outreach and involvement activities in partnership with DATS to encourage the involvement of all persons in its activities. A variety of approaches have been utilized to provide communication and consultation with interested parties and members of the public. This section will summarize the activities conducted and the outreach methods used by DMT and the MPO in implementing its public participation program.

Effective transportation decision-making depends upon understanding and properly addressing the unique needs of different socioeconomic groups. Public involvement processes are evaluated and improved, where necessary, to eliminate participation barriers and engage minority and low-income populations in transportation decision making.

Developing a Plan for Participation

The Federal Guidelines suggest that planning agencies and transit providers, working with the community, should develop a plan for how and when citizens will be involved in each transportation planning and project development activity. This public participation plan should include the following elements:

1. Clearly defined agency transportation goals and objectives;
2. Be integrated fully into the overall planning process;
3. Identify key issues and decision points and how they related to citizen participation activities;

4. Describe citizen participation mechanisms to be used and the timing of such efforts; including efforts to notify the public of informational materials that will be prepared for the public;
5. Establish procedures for considering public comments and responding to those comments;
6. Commit adequate resources, including staff, money for printing, and technical assistance, where needed;
7. Provide for periodic evaluation of effectiveness of the citizen participation program in order to identify weaknesses and modify participation efforts when necessary.

Meaningful public and stakeholder involvement is critical to the long-term success of DMT. The objectives of this participation plan are to establish guidelines to: *Inform* the public in a timely manner of policies, progress of specific projects and issues related to the planning process; *Involve* all stakeholders with early opportunities for participating in the decision-making process; *Attend* to citizen concerns and ideas; *Learn* from collected information and stakeholders' ideas to develop consensus and resolve conflict, to generate better planning decisions; *Develop* an effective outreach process that includes an integrated feedback process for evaluation and improvement; *Reflect* regularly on the measured effectiveness of participation strategies, and make subsequent changes to seek greater future success.

DATS produces a Unified Planning Work Program annually and has prepared a Public Involvement Policy. These two documents provide all of the elements suggested by the Federal guidelines. The Unified Planning Work Program delineates transportation issues, goals and objectives within the context of the overall planning process for the Danville Urbanized Area. The Public Involvement Policy discusses the aspects of the citizen involvement in transportation planning and describes the specific techniques to be used in the citizen involvement process.

Further, DMT is governed by the City Council of Danville, and all meetings are public meetings conducted in compliance with the Open Meetings Act. Agendas are made public in advance, the meetings are open and accessible to all citizens, and comments from the public are received at every meeting. Transit-related matters are dealt with in this public forum.

Identifying Public Participants

The DMT and the MPO conduct a varied and ongoing program for gathering information and views from all sectors of the public for its transportation planning and programming work. The Federal Guidelines suggest that a list of people to be informed about a planning activity should be developed and expanded regularly. DATS has created a mailing list that includes members of DATS committee, persons who have requested to be notified of each meeting, plus advocates of representatives of minority groups, the disabled and the elderly. All activities are open to the public. The locations are well dispersed through the region, include environmental justice communities, and are almost always served by public transportation. In conducting its activities, the MPO strives to meet the needs of people requiring special services.

Outreach Methods

DMT and the MPO outreach methods generally serve either or both of two purposes: notification and provision of informational materials and reports. The Federal Guidelines suggest a broad variety of techniques to keep the public informed. DMT and the MPO take a proactive approach to identifying and articulating environmental justice issues in the region. Methods include:

- Identifying and connecting with existing and new contacts and sources of information for the planning process
- Collecting and reporting information on the transportation needs of minority, LEP, and low-income populations for consideration in MPO and transit planning
- Encouraging and facilitating participation in the planning process

DMT and the MPO provide public notifications in a variety of ways, such as legal notices, press releases with local newspapers, emailing of flyers and notices, postings in the Richard Brazda Bus Terminal and guarantees public notice of a meeting will be made at least five days in advance of the meeting. DATS maintains a list of all committees, subcommittees, units of government, and interested parties. Citizens may add their names to this list by notifying the DATS office.

Meetings intended for public participation will be held as frequently as deemed necessary. Regular meetings are held monthly: DATS Technical meets on the first Thursday of each month at 10:30 am; DATS Policy Committee meets on the third Thursday of each month at

10:30 am; both committees meet at City Hall, 17 W. Main St, Danville. The Danville City Council holds two regular meetings and two committee meetings each month on Tuesday nights at 6:00 p.m.; all meetings are held at City Hall, 17 W. Main St, Danville.

In addition to informing the citizens of meetings and public hearings, the public is encouraged to participate during the discussion of each agenda item. To facilitate public involvement in the development of a document or project, copies of each document discussed at Policy Committee meetings are made available for public inspection at the Department of Public Development offices prior to each meeting and are given to individuals upon request. City Council agendas are made public in advance of the meeting as well to facilitate public participation.

DMT and the MPO will continue to expand its outreach to neighborhoods of concern and broaden its direct contacts with minority, LEP, and low-income residents in these communities. The goal is to identify specific community needs and to facilitate answers and possible actions by responsible agencies.

Evaluation of Public Participation Efforts

Periodic review of public participation activities to evaluate program effectiveness is required by federal regulations (23 CFR 450.212(a)(7)). Overall evaluation of public participation efforts on a regular basis helps answer whether the program is meeting the key participation plan objectives. Through the evaluation process, a participation program can be refined and improved.

DMT and the MPO have developed four tools to measure the effectiveness of public outreach efforts. These tools include: mailing lists, public forums, open meetings, and the internet. The quantitative and qualitative measures will be compiled annually and analyzed against previous participation evaluations to determine net change in participation, which will be presented and discussed at an annual staff public participation meeting to determine the effectiveness of the tools.

Additional Outreach Efforts

DMT collects comments from transit riders and community members on an ongoing basis. Comments are received in person and by phone, mail, e-mail, and a FaceBook fan page. In 2018, an online survey was made available for all community members to complete.

2. Language Assistance for Persons with Limited English Proficiency (LEP)

See Appendix A, “Improving Access for People with LEP, Implementation Plan.”

3. Procedures for Tracking and Investigating Title VI Complaints

See Appendix B, “Title VI Internal Review Process for Service Delivery and Capital Programs.”

4. Title VI Investigations, Complaints, or Lawsuits

There have been no lawsuits or complaints against DMT involving discrimination with respect to transit service or benefits from the date of the last published Title VI program until now.

5. Public Notices of Compliance with Title VI

DMT informs the public of their protections under Title VI with information and compliance statements on the agency’s web site home page at www.rideDMT.org and also at www.rideDMT.org/titlevi.html. These statements include the process for filing a Title VI discrimination complaint and a link to the complaint form in electronic format and are posted in Spanish, as well.

A statement of DMT’s Title VI information and complaint procedure is printed on the “system map” informing passengers of DMT’s commitment to providing Title VI-compliant service. This information invites passengers to contact the Director for information about our non-discrimination policies and information concerning filing a complaint.

A non-discrimination notice is posted inside each vehicle operated by DMT and invites riders to do the same. There are non-discrimination notices posted in our contracted ADA buses and in the Richard Brazda Bus Terminal, as well as in the DMT offices at 101 N. Jackson.

Samples of these materials are provided in the Appendix C.

6. Board Demographics

DMT is a department within the City of Danville, Illinois. The City of Danville is an Aldermanic form of municipal government with a Mayor elected at large and a City Council of 14 Aldermen representing 7 wards. The day to day administrative duties are entrusted to the Mayor and the City Council is the legislative body adopting resolutions and ordinances.

Demographic Data:

Position	Name	Gender	Race/Ethnicity/Color
Mayor	Rickey Williams Jr.	Male	Multiracial
Alderman (Ward 1)	Brenda Brown	Female	African American or Black
Alderman (Ward 1)	OPEN	–	–
Alderman (Ward 2)	Dan Duncheon	Male	Caucasian or White
Alderman (Ward 2)	Rick Strebing	Male	Caucasian or White
Alderman (Ward 3)	RJ Davis	Male	African American or Black
Alderman (Ward 3)	Sherry Pickering	Female	Caucasian or White
Alderman (Ward 4)	Mike O’Kane	Male	Caucasian or White
Alderman (Ward 4)	Sharon McMahon	Female	Caucasian or White
Alderman (Ward 5)	Mike Puhr	Male	Caucasian or White
Alderman (Ward 5)	Thomas Stone	Male	Caucasian or White
Alderman (Ward 6)	Aaron Troglia	Male	Caucasian or White
Alderman (Ward 6)	Steve Nichols	Male	Caucasian or White
Alderman (Ward 7)	Bob Iverson	Male	Caucasian or White
Alderman (Ward 7)	Steve Foster	Male	Caucasian or White

DMT has an employee advisory committee to review and edit policies and plans in regards to operations. The demographic data of the DMT’s Transit Advisory Committee (TAC) is:

Position	Name	Gender	Race/Ethnicity/Color
Co-Chair	Lisa Beith	Female	Caucasian or White
Co-Chair	Petro Poulos	Male	Caucasian or White
Risk Manager, COD	Kathy Courson	Female	Caucasian or White
Employee member	Artilla Thomas	Female	African American or Black
Employee member	Julie Groppi	Female	Caucasian or White
Employee member	Sherika Graham	Female	African American or Black
Employee member	Heath Eldridge	Male	Caucasian or White
Employee member	Mike Knight	Male	African American or White

7. Service Standards and Policies

The Federal Transit Administration (FTA) requires that all fixed route providers of public transportation, to comply with the provisions of Title VI, must develop quantitative standards and qualitative policies. DMT's Service Standards and Policies are provided in Appendix D.

8. Equity Analysis to Determine Site or Location of Facilities

DMT has added a transfer facilities within the past three years, opening in 2016. It is located in the same location as the prior transfer pad with more amenities.

APPENDIX A

Improving Access for People with Limited English Proficiency (LEP)

Four Factor Analysis

Danville Mass Transit (DMT) has conducted this analysis to meet requirements under Title VI of the Civil Rights Act of 1964, which seeks to improve access to services for persons with Limited English Proficiency (LEP). The purpose is to ensure that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the FTA.

Analysis Using Four Factor Framework

DMT has conducted the following analysis using the four factors identified in the DOT LEP Guidance:

I. **Factor 1: The number and proportion of LEP persons served or encountered in the eligible service population**

Task 1, Step 1: Examine prior experiences with LEP individuals.

Nearly all DMT riders speak English as the primary language and are proficient with English. DMT bus operators report very few encounters with LEP individuals riding transit in Danville. When LEP persons do access DMT's services they are usually Spanish-speaking Hispanics/Latinos.

Task 1, Step 2: Become familiar with data from the U.S. Census.

The 2010 Census sample size in Vermilion County was too small to provide much useful data. See American Community Survey, U.S. Census Bureau, 2010 (see Appendix A.1). Census data describes the following population distribution by race/ethnic group:

The data to follow has not changed since the 2010 Census and its possible that it is not a true indicator of the demographics of the area in 2019.

White:	20,210 (62.22%, #1290)
Black:	10,281 (31.65%, #58)
Hispanic:	2,020 (6.22%, #331)
Asian:	595 (1.83%, #269)
Native (American Indian, Alaska Native, Hawaiian Native, etc.):	219 (0.67%, #123)
One Race, Other:	519 (1.60%, see rank)
Two or More Races:	659 (2.03%, see rank)

The information above was taken from <http://www.usa.com/danville-il-population-and-races.htm#PopulationbyRaces>. In this website, the Hispanic/Latino population of Danville, IL is at 6.22% of the general population. While the data offers no conclusions about English proficiency, it does indicate there may be a need for Spanish language assistance to improve access to public transportation. DMT has a bus operator who is proficient in Spanish and has served as liason at events in the community.

Task 1, Step 2A: Identify the geographic boundaries of the area that your agency serves.

DMT's service area is defined by the corporation limits of Danville, Tilton, Westville, and Georgetown, Illinois. See map in Appendix A.2.

Task 1, Step 2B: Obtain Census data on the LEP population in your service area.

See Appendix A.1 and comments above under Task 1, Step 2.

Task 1, Step 2C: Analyze the data you have collected.

Our daily experiences are revealing that there is no significant LEP population in the DMT service area. Of those who may not speak English well are people who speak mostly Spanish.

Task 1, Step 2D: Identify any concentrations of LEP persons within your service area.

There are no concentrations of LEP persons within DMT's service area.

Task 1, Step 3: Consult state and local sources of data.

The Illinois Department of Education reports that in 2015 there were less than 200 public school students in Vermilion County enrolled in English Language Learner programs. Statewide, Spanish was the language spoken by most non-English speaking people (90% of LEPs).

Task 1, Step 4: Community organizations that serve LEP persons.

The Danville Area Community College (DACC) Hispanic Recruitment and Retention Team is a community organization serving the Latino population. The group hosts an annual Hispanic/Latino Awareness Fair at the community college.

The City of Danville Human Relations Administrator coordinates human relations activities of the city with specific focus upon minority groups, including the Hispanic/Latino community.

Task 1, Step 4A: Identify community organizations.

DACC Hispanic Recruitment and Retention Team

Individuals involved with the City of Danville Human Relations Administrator's outreach activities

Task 1, Step 4B: Contact relevant community organizations.

DMT personnel will make contact with the DACC Hispanic Recruitment and Retention Team on an annual basis to obtain information about the Hispanic community and its needs for improved access to public transportation. Further, DMT will seek opportunities to be involved in outreach efforts coordinated by the City of Danville Human Relations Administrator.

DMT was also present at the 2018 and 2019 school registration fair and we were represented by a bilingual employee.

Task 1, Step 4C: Obtain information.

See Task 1, Step 4B.

II. **Factor 2: The frequency with which LEP individuals come into contact with your programs, activities, and services**

Task 2, Step 1: Review the relevant programs, activities, and services you provide.

It can be assumed that LEP individuals inquire about, use, and are affected by the services that DMT provides on an occasional basis. Services include fixed route service, paratransit service, and Dial-a-Ride (demand response) services. LEP individuals also come into contact with DMT by calling our office, reading printed information, or visiting the web site.

Task 2, Step 2: Review information obtained from community organizations.

See Task 1, Step 4B.

Task 2, Step 3: Consult directly with LEP persons.

See Task 1, Step 4B.

III. **Factor 3: The importance to LEP persons of your program, activities, and services**

Task 3, Step 1: Identify your agency's most critical services.

It is assumed that DMT's most critical services are:

- Fixed routes
- Paratransit
- Demand response

If Limited English is a barrier to using these services then the consequences for the individual are serious, including limited access to obtain health care, education, or employment. Critical information from DMT which can affect access includes:

- Route and schedule information
- Fare and payment information
- Information about how to ride
- Communication related to transit planning
- Information about paratransit services

Task 3, Step 2: Review input from community organizations and LEP persons.

See Task 1, Step 4B.

IV. **Factor 4: The resources available to the recipient and costs**

Task 4, Step 1: Inventory language assistance measures currently being provided, along with associated costs.

DMT has provided the following language assistance measures to date:

- Critical information on the web site has been provided in Spanish since 2011.

Cost of these measures has been less than \$500 annually.

Task 4, Step 2: Determine what, if any additional services are needed to provide meaningful access.

Due to the small size of our agency and limited resources, DMT has previously focused its language measures on extending access for persons speaking Spanish. The following information has been translated into Spanish:

- Route and schedule information
- Fare and payment information
- Information about how to ride
- Information about paratransit service

This information is available on the web site.

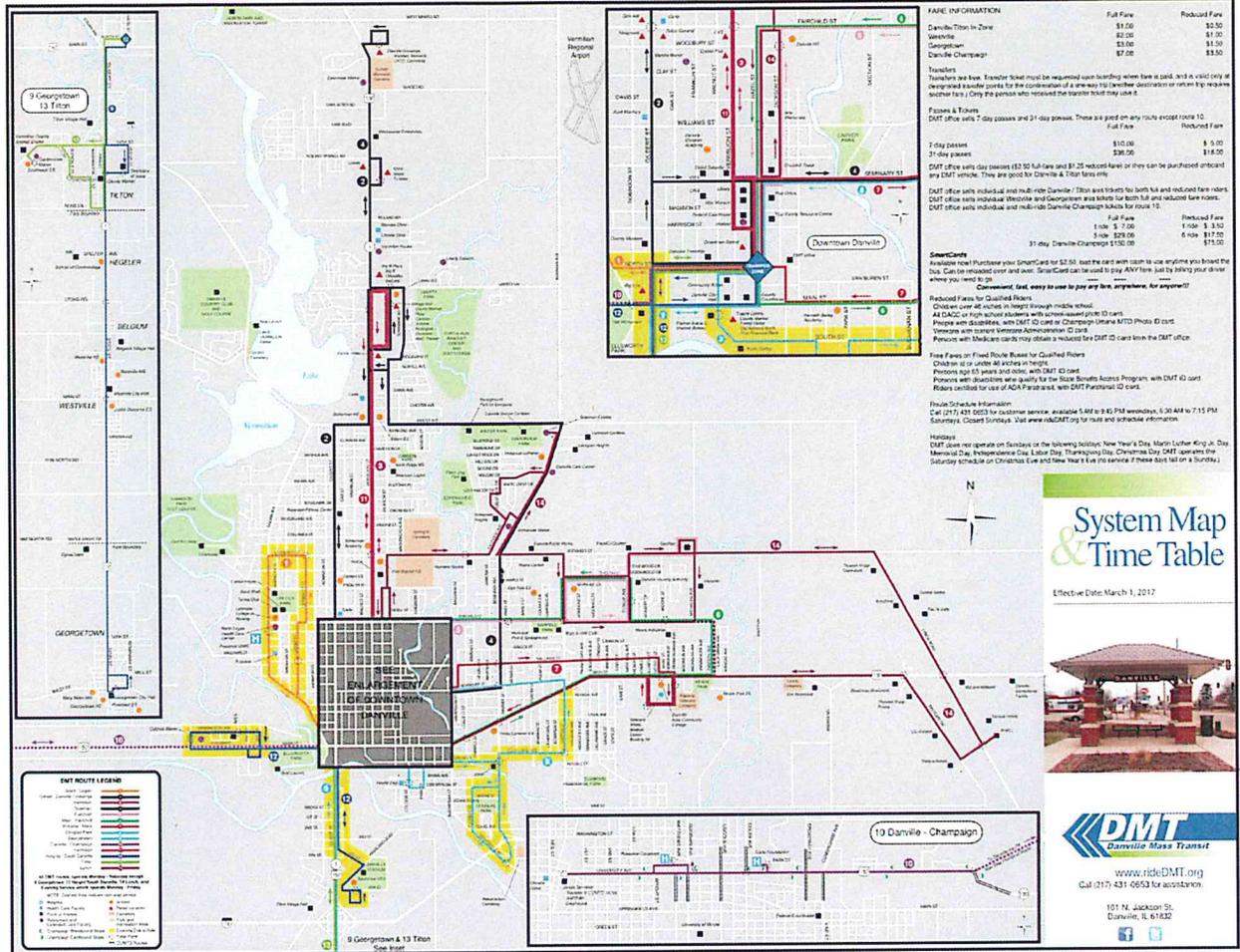
Task 4, Step 3: Analyze your budget.

Like most public agencies, DMT's budget is constrained by several factors, and staff resources are also limited. DMT has devoted limited resources in the printing and advertising/promotional budgets to LEP implementation measures.

Task 4, Step 4: Consider cost effective practices for providing language services.

DMT collaborates with the community organizations identified in Task 1 to provide cost effective practices. DMT partners with these organizations to provide:

- Help with translation of printed and online information.
- Distribution channels for printed information.
- Translation assistance for LEP persons.
- Educational and outreach opportunities to help improve access for LEP persons.



Plan for Implementation

Danville Mass Transit (DMT) has adopted the following implementation plan to meet requirements under Title VI of the Civil Rights Act of 1964, which seeks to improve access to services for persons with Limited English Proficiency (LEP). The purpose is to ensure that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the FTA.

Plan for Implementation

I. Identifying LEP individuals who need language assistance

Research and field work completed in the four factor analysis indicates that a small number of Spanish-speaking LEP persons are likely to reside in DMT's service area. Because of limitations in Census data, the number of LEP persons in the population is not known. However, this is also an indicator that LEP persons do not comprise a significant population in DMT's service area.

II. Language assistance measures

Language assistance measures may not be necessary given that there is not a significant population of LEP persons in DMT's service area. Nonetheless, DMT has already provided Spanish translation of essential information. The following resources will be used to provide any future language assistance if necessary:

Written and oral language:

- Danville Area Community College (DACC)
- Procurement of professional translation services
- Use of apps to translate written information
- Assistance from current DMT employees who are proficient in Spanish and are of Hispanic/Latino descent.

It is important for DMT to ensure the competency of interpreters and translation services. DMT will take measures to assure the competency of interpreters in its procurement process.

III. Training staff

DMT employees, staff, and management staff are only occasionally likely to come into contact with LEP persons. Employees include bus operators, dispatchers, supervisors, customer service personnel, and management.

Training on DMT's responsibility to serve LEP persons will be implemented by the following means:

- Orientation and initial training for new bus operators, and ongoing training, will include information on serving LEP persons, with retraining at least one time per year.
- Dispatchers, supervisors, customer service personnel, and management staff will take part in ongoing training with at least one training session per year on the topic of serving LEP persons.

Providing notice to LEP persons

DMT incorporates a variety of methods to communicate with transit users and the public. These include printed schedule information, signs inside of vehicles and facilities, the web site, social media, customer service phone line, news releases, advertising, community meetings, and participation in local events. DMT will use these methods to notify LEP persons of the availability of language assistance, and when applicable, to notify customers of the availability of translated documents.

IV. Monitoring and Updating the LEP Plan

Ongoing outreach efforts will include a process to obtain feedback on DMT's language assistance measures. Monitoring of the program will be assigned to the Director. Specific tasks will include annual contact with the organizations mentioned in the Four Factor Analysis to measure results and discuss needs of LEP persons. These efforts will reveal any changes to the implementation plan that may be necessary, including any noticeable changes in demographics of the LEP population or the availability of new resources.

Based on the feedback received, DMT may make incremental changes to the type of written and oral language assistance provided. Evaluation may result in expansion of language assistance measures that are effective, or the modification or elimination of measures which are not effective.

APPENDIX B

Title VI Internal Review Process for Service Delivery and Capital Programs

Danville Mass Transit (DMT) has adopted the following procedure and process for the purpose of carrying out Title VI of the Civil Rights Act of 1964. The purpose is to ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Federal Transportation Administration (FTA).

V. Responsible Persons

The following DMT personnel are responsible for administration of this Title VI Program:

- a. Lisa Beith, Director of Public Transportation
- b. Robert McNeil, Operations Superintendent

The following City of Danville personnel are responsible to monitor Title VI activities of DMT:

- a. Sandra Finch, Human Relations Administrator
- b. Rickey Williams, Jr., Mayor

The following Danville Area Transportation Study (DATS) personnel are responsible to provide technical assistance and to monitor Title VI activities in DMT's planning and programming process:

- a. R. David Schnelle, Director of DATS

VI. Internal Review Process for Service Delivery and Capital Programs

- a. **Overview:** DATS provides technical assistance with DMT's planning needs. DATS has continuously made best efforts to monitor Title VI activities in DMT's planning and programming process. All transit projects programmed in the Transportation Improvement Program are discussed at technical and policy committee meetings. Minority participation is encouraged and welcomed at all of the Committees and decision-making meetings.

Should a complaint arise concerning possible discrimination in regard to transit planning, DMT has established a process to address the concerns. The step-by-step process is outlined in the next section.

b. **Monitoring of Title VI Activities:** DATS monitors activities by either reviewing or researching pertinent information. When DMT notifies DATS of any proposed route modification, additions, deletion, extensions, or service changes, DATS reviews the information. Using 2010 Census block maps, DATS staff determines which changes potentially affect higher than average concentrations of minority populations. Should the proposed changes relate to any areas of minority concentrations, the DATS notifies DMT's director.

DATS maintains maps for each minority category according to U.S. Census data. On each map, those census blocks having a higher than average minority population are highlighted. Overlaid on this information are the bus routes and a quarter mile walking distance area. This information is on file at DATS for future use.

c. **Information Dissemination:** DATS and DMT have several mechanisms for communicating with minority population groups. Normally, information concerning transportation planning is presented by DATS to its technical and policy committees. Meeting notices are forwarded to representatives of various organizations and neighborhood associations in the area. While specific groups are sent notices, the general public is also invited. Notices of the meetings are sent to all the local media and various municipal departments and agencies. For final public hearings, legal ads are printed in the local newspaper.

When developing the Transportation Improvement Program, minority organizations are notified at various times throughout the process. The first announcement states that DATS is developing a TIP. After all local and state projects are submitted, a summary of the proposed projects is forwarded. In all notices, meeting dates are given when important decisions are made.

When developing the Coordinated Human Services-Transportation Plan an extensive list of human service/social service agencies is contacted, many of who serve low-income, elderly, minority, and LEP populations. The current HSTP is dated February 2013. The plan is available online at: <http://www.dats-il.com/documents.html>.

DMT performs its own outreach to minority populations whenever public meetings or hearings regarding route changes are planned. This is accomplished through notices and advertising in *Progressive Black*, a newspaper for the African American community in Danville, Danville Commercial News newspaper, through outreach to churches, social services organizations, housing serving minority populations, and notices aboard DMT buses and in the Bus Terminal. Further, all transit-related matters are considered by the Danville City Council. The city's public notices concerning open meetings are made available to all citizens, including minorities.

VII.

d. **Minority Participation in the Decision-Making Process:** The primary point of input in the decision-making process is through DMT directly. DMT staff document all public comments received and make the comments available to the director, DATS, and the Danville City Council in the decision making process. Comments are received in the form of written letters, e-mail, social media, documented phone calls and personal conversations, and comments made at public meetings and hearings. As mentioned, minority population groups are invited to be involved in any or all of these activities, including participation in all transit-related planning meetings.

VIII. **Process for Discrimination Complaints**

Should a complaint arise concerning possible discrimination in regard to transit planning or service delivery, DMT has established the following process:

1) The Complainant(s) must submit a written complaint form to the City of Danville Human Relations (HR) Administrator explaining, as fully as possible, the facts. Alternatively, Complainant(s) may submit a completed complaint form directly to the DMT director. Complaints must be filed no later than 180 days after the date of the alleged discrimination. Within five (5) working days the HR Administrator shall notify the director of DMT in writing that a discrimination complaint has been filed, with a copy to the complainant.

2) DMT shall have twenty (20) days from receipt of the notice from the HR Administrator to file a written response, with a response to the complainant if desired. In the case of a written complaint received directly by DMT from the complainant, DMT shall have twenty (20) days from receipt of the complaint to send the complaint along with a written response to the HR Administrator, with a copy to the complainant if desired.

3) After receiving the complaint and response, the HR Administrator will review the facts and circumstances pertaining to the alleged discrimination. The HR Administrator will submit a decision to both parties in writing within twenty (20) working days. If the HR Administrator feels the complainant(s) has not submitted sufficient information, he or she may request additional information through a set of interrogatories or recorded interviews before reaching a final decision. In a situation where the HR Administrator decides to interview the parties involved, reasonable additional time to submit a decision will be allowed.

If the complaint is received in a timely enough manner, and the alleged discrimination occurred in an area where facility or bus

cameras can be used to substantiate the incident, copies of the incident will be provided to the HR Administrator.

4) The decision by the HR Administrator shall state whether or not Title VI discrimination has occurred. If discrimination is determined to have occurred, the HR Administrator may also make recommendations for remediation/correction of the discrimination.

5) If the complainant(s) or DMT director disagrees with the decision, either may appeal to the Mayor of the City of Danville within thirty (30) days after the HR Administrator's decision was delivered. The Mayor or his or her designee, after receiving the appeal, shall set a hearing within thirty (30) working days. The Mayor or his or her designee may request additional information or evidence if information submitted at the hearing is not sufficient to render a decision. The Mayor or his or her designee shall render a decision in writing to both parties, stating whether or not Title VI discrimination has occurred, within twenty (20) working days of the end of the hearing. If discrimination is determined to have occurred, the Mayor will require the director of DMT to make remedy.

6) The Complainants may appeal the decision of the Mayor or his or her designee to the Federal Transit Administration (FTA) Civil Rights Office in Chicago thirty (30) days after the decision has been rendered.

APPENDIX C

Public Non-Discrimination Notices

See PDF file Appendix C: 19A – 19D

Section III

Have you previously filed a Title VI complaint with Danville Mass Transit?

Yes _____ No _____

If yes, what was your Complaint No? _____

(Note: This information is needed for administration purposes; we will assign the same complaint number to the new complaint.)

Have you filed this complaint with any of the following agencies? Yes _____ No _____

(If you answered yes, who did you file the complaint with?)

Federal Transit Administration: _____ U. S. Department of Transportation: _____

Illinois Dept. of Transportation: _____ Department of Justice: _____

Equal Employment
Opportunity Commission: _____

Have you filed a lawsuit regarding this complaint? Yes _____ No _____

If yes, please provide a copy of the complaint form. (Note: This above information is helpful for administrative tracking purposes. However, if litigation is pending regarding the same issues, we defer to the decision of the Court.)

Section IV:

Complaint is against: _____

Contact Person: _____ Title: _____

Telephone Number: _____

**Attached is a blank sheet of paper to describe your complaint.
Please use additional sheets if necessary.**

Section V:

Please sign here: _____ Date: _____

(Note: We cannot accept your complaint without a signature)

Please mail your completed form to:

**Director
Danville Mass Transit
101 N. Jackson St.
Danville, IL 61832**

OR

**Human Relations Administrator
City of Danville
17 W. Main Street
Danville, IL 61832**

COMPLAINT DESCRIPTION

(You should include specific details such as names dates, times, route numbers, witnesses, and any other information that would assist us in our investigation of your allegations.)

Public Non Discrimination Notices in Vehicles:

Civil Rights Notice



www.rideDMT.org

Call (217) 431-0653 for assistance.

101 N. Jackson St.  
Danville, IL 61832

Danville Mass Transit operates service without regard to race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964.

For information or to file a complaint, please contact the Director of Public Transportation at (217) 431-0653, or by writing to Director, DMT, 101 N. Jackson, Danville, IL 61832.

APPENDIX D

System-Wide Service Standards and Policies

SERVICE STANDARDS AND POLICIES REQUIRED BY TITLE VI

Background

The Federal Transit Administration (FTA) requires that all fixed route providers of public transportation, to comply with the provisions of Title VI, must develop quantitative standards for the following elements of service.

- Vehicle load: ratio of passengers to the number of seats on the bus
- Vehicle headways: amount of time between two buses traveling in the same direction on the same route
- On-time performance: measure of runs completed on schedule
- Service availability: measure of the distribution of routes within the service area.

The FTA also requires that all fixed route providers develop qualitative policies for the following elements of service:

- Vehicle assignment
- Transit amenities.

DMT Quantitative Standards

Vehicle Load. Buses will be assigned to regular routes in a manner that minimizes the need for passengers to stand on DMT's super-medium duty buses. For these buses the ratio of passengers to the number of seats should not exceed 1.00. For services provided by other buses, the vehicle load should not exceed 1.25.

Therefore, vehicles load should be as follows for the different types of buses in DMT's fleet:

Number of Seats	Load Factor	Maximum Passengers
24	1.25	30
28	1.25	35
32	1.25	40

Vehicle Headways. Vehicle headways should not exceed thirty minutes on DMT's higher-intensity fixed route operations in Danville. Certain routes in areas of lower ridership intensity within Danville can accommodate demand with headways not exceeding one hour. DMT's service outside of Danville (Champaign, Tilton, Westville, Georgetown) may operate headways of several hours between service.

Scheduling and headways involve the consideration of a number of factors including: ridership intensity, traffic patterns and congestion, the location and density of transit-dependent population and activities, land use, and DMT's transportation planning coordinated with DATS.

On-time Performance. A DMT bus is considered on time if it departs a scheduled time point zero minutes early and no more than five (5) minutes late. DMT's on-time performance objective is 90 percent or greater. DMT currently monitors on-time performance through reports from drivers, dispatchers, the operations supervisor and the street supervisor. Problem routes may be surveyed to determine more precise performance characteristics and potential remedies. As DMT operates a deviated fixed route system at night, some routes may be subject to wide variations in on-time performance when a large number of deviations are scheduled.

Service Availability. DMT will endeavor to distribute transit service so that 75 percent of all residents in the service area are within ¼ mile walk of fixed route bus service. This measure is affected by the fact that DMT operates in many miles over streets in varyingly populated areas. It is also affected by local partner jurisdictions' funding of transit, which determines the extent of DMT operations outside of Danville.

DMT's Qualitative Standards

Vehicle Assignment. DMT's assignment of vehicles to routes will take into account the following factors:

- Ridership demand
- Availability of buses
- Accessibility of streets and roadways; e.g., width, tightness of turns
- Rotation of buses among high and low density routes to enhance vehicle performance.
- All buses on all routes are equipped with wheelchair ramps or lifts, air conditioning and heating, and a video security system.

Transit Amenities. Installation of transit amenities (shelters and landing pads) is based on route and stop characteristics such as route ridership and individual stop boardings, safety, ADA accessibility, input from property owners, new service areas and other factors. With the opening of the Richard Brazda Bus Terminal in 2016, riders now have access to inside waiting areas, restrooms, water fountains, LED bus information, and dedicated berths for loading.

RESOLUTION NO. _____

A RESOLUTION AWARDING THE CONTRACT FOR 2019 SEWER CLEANING AND TELEVISIONING AND AMENDING THE FY 2019-2020 SEWER FUND (402) BUDGET RFP #627

WHEREAS, the City of Danville has determined the need to rate and televise storm and sanitary sewers; and

WHEREAS, results from the work will be used to continue asset management for the City's sewer system; and

WHEREAS, the contemplated work will address approximately 33,155 lineal feet of the City's underground sewer system; and

WHEREAS, this work is needed on an ongoing annual basis; and

WHEREAS, the City of Danville has developed plans and specifications for the work, advertised for proposals, and solicited interested vendors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, that:

1. The contract for the RFP #627 is hereby awarded to the sole bidder, NATIONAL POWER RODDING CORPORATION in the amount of \$293,189.00.
2. The Mayor is authorized to issue a purchase order and perform all work necessary to complete and pay for this transaction.
3. The work shall be paid for from the Sewer Fund-Engineering budget, line item 402-402-00-52022, in the amount of \$236,189.00, and the remaining amount of \$57,000.00 shall be paid from the DATS Fund line item 116-116-20-52029.
4. The Mayor and City Comptroller are authorized to amend the Sewer Enterprise Fund-Engineering budget, line item 402-402-00-52022, in the amount of \$216,189.00, with the funds required from the Sewer Enterprise Fund reserve.
5. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED this 16th day of July, 2019, by ____ Ayes, ____ Nays, ____ Absent.

APPROVED:

BY: _____
MAYOR

ATTEST:

BY: _____
CITY CLERK

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONSTRUCTION AGREEMENT WITH CSXT, INC. FOR THE PROPOSED SIDEWALK CONSTRUCTION AT GRIFFIN STREET ACROSS CSXT

WHEREAS, the City of Danville has proposed to construct sidewalks extensions and the installation of pedestrian gates across CSXT, Inc. (CSX Transportation, Inc.) tracks and right-of-way on Griffin Street; and

WHEREAS, an Construction Agreement between the City and the CSXT, Inc. is required to reimburse the CSXT, Inc. for their review costs, associated engineering costs, installation costs, and construction engineering and inspection related to the project; and

WHEREAS, as part of the Construction Agreement as in accordance with Exhibit E of the Agreement it shall be necessary to advance payment in full a sum equal to the Reimbursable Expenses as shown in the Estimate: and

WHEREAS, this resolution will take effect upon completion of the required CDBG environmental review, and Council approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, that:

1. The attached Construction Agreement for services between the City of Danville and the CSX Transportation, Inc. is hereby approved for an amount of \$98,795.00.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City.
3. This work will be paid for from following line items- CDBG 106-106-18-54090 in amount of \$23,795.00, Infrastructure Development 107-107-00-52058 in amount of \$65,000.00 and Streets 001-031-00-52086 in amount of \$10,000.00.
4. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED this ____ day of July, 2019 by __ Ayes, __ Nays, __ Absent.

APPROVED:

BY: _____
MAYOR

ATTEST:

By: _____
CITY CLERK

PROPOSED SIDEWALK CONSTRUCTION
GRIFFIN STREET ACROSS CSXT
IN THE VICINITY OF CSXT MILEPOST 0ZA-123.86
DANVILLE, VERMILION COUNTY, ILLINOIS
CSXT OP NUMBER IL0536

CSXT Schedule PA
(Advance Payment – Construction Agreement)

PAYMENT SUBMISSION FORM

Payment is hereby provided in accordance with the terms of Section 4.3 of the Construction Agreement for the subject project, between Agency and CSXT.

- 1) A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

CSX Transportation, Inc.
P. O. Box 530192
Atlanta, GA 30353-0192

- 2) Email copies of check and this form to Nicole_Henning@csx.com and LShaw@Benesch.com
-

(All information below to be completed by Agency providing Payment)

<u>Check No.</u>	<u>Payment Amount</u>	<u>Date of Check</u>
_____	\$98,795.00	_____

Date Mailed: _____

By: _____

Name: _____

Title: _____

Phone: _____

Email: _____

PROPOSED SIDEWALK CONSTRUCTION
GRIFFIN STREET ACROSS CSXT
IN THE VICINITY OF CSXT MILEPOST 0ZA-123.86
DANVILLE, VERMILION COUNTY, ILLINOIS
CSXT OP NUMBER IL0536

CONSTRUCTION AGREEMENT

This Construction Agreement (“Agreement”) is made as of _____, 201__, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and the CITY OF DANVILLE, a body corporate and political subdivision of the State of Illinois (“Agency”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, sidewalks across CSXT tracks and right-of-way (DOT# 353 715W) in the vicinity of CSXT Nashville Zone, Woodland Subdivision Milepost 0ZA-123.86, as located in Danville, Vermilion County, Illinois (the “Project”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “Plans”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements

constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

- 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.
2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.
- 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.
- 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than December 31, 2020, unless the parties mutually agree to extend such date.
3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures
 - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor

overhead percentages established by CSXT pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations. Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
 - 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
 - 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
 - 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
 - 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
 - 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
 - 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project

up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the improvements and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to

its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

PROPOSED SIDEWALK CONSTRUCTION
GRIFFIN STREET ACROSS CSXT
IN THE VICINITY OF CSXT MILEPOST 0ZA-123.86
DANVILLE, VERMILION COUNTY, ILLINOIS
CSXT OP NUMBER IL0536

If to CSXT: CSX Transportation, Inc.
3131A Spring Grove Avenue
Cincinnati, OH 45225
Attention: Amanda J. DeCesare, Project Manager - Public Projects

If to Agency: City of Danville
17 West Main Street
Danville, Illinois 61832
Attention: Carl J. Carpenter – Director of Public Works

17. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law. This Agreement shall be governed by the laws of the State of Illinois, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on May 14, 2019.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF DANVILLE, ILLINOIS

By: _____
Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Tony C. Bellamy, PE
Director Project Management–Public Projects

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EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Maintenance of Traffic Control Plan installation, maintenance & removal.
 - 2. Erosion Control Plan implementation, maintenance & removal.
 - 3. Grading, drainage structure installation, sidewalk and curb construction.
 - 4. All incidental work necessary to complete the project.
 - 5. Restore CSXT right-of-way to the satisfaction of CSXT.

- B. CSXT shall perform or cause to be performed:
 - 1. Preliminary engineering services.
 - 2. Installation of pedestrian gates.
 - 3. Installation of crossing surface extensions.
 - 4. Flagging services and other protective services and devices as may be necessary.
 - 5. Construction engineering and inspection to protect the interests of CSXT.

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

<u>DRAWING</u>	<u>DESCRIPTION</u>	<u>PREPARER</u>	<u>DATE</u>
Unknown	Plan & Profile drawing	City	02/07/19

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, 201__, as amended from time to time.

“Agency” shall mean City of Danville, Illinois.

“Agency Representative” shall mean the authorized representative of City of Danville, Illinois.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage

construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.

- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

- 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

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CSXT OP NUMBER IL0536

- a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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IN THE VICINITY OF CSXT MILEPOST 0ZA-123.86
DANVILLE, VERMILION COUNTY, ILLINOIS
CSXT OP NUMBER IL0536

EXHIBIT D

INITIAL ESTIMATE
ATTACHED

ESTIMATE SUBJECT TO REVISION AFTER:	10/1/2019	DOT NO.:	353 7 15W	
CITY:	Danville	COUNTY:	Vermilion	
DESCRIPTION:	Sidewalk construction - Griffin Street across CSX at-grade - Includes installation of pedestrian gates & extension of crossing surface.		STATE:	IL
REGION:	Nashville	SUB-DIV:	Woodland	
AGENCY PROJECT NUMBER:	T18-0004/ICC Stip Agreement 1965	MILE POST:	0ZA-123.86	

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services	\$	-
	Subtotal	\$	-

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services	\$	26,200
	Subtotal	\$	26,200

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	0	Days @	\$ -	\$ -
50	Labor (Foreman/Inspector)	10	Days @	\$ 504.00	\$ 5,040
70	Additive 0.00% (Transportation Department)				\$ -
50	Additive 149.90% (Engineering Department)				\$ 7,555
230	Expenses (Engineering Department)	10	Days @	\$ 75.00	\$ 750
230	Expenses (Transportation Department)	0	Days @	\$ -	\$ -
	Subtotal				\$ 13,345

SIGNAL & COMMUNICATIONS WORK:

\$ 38,542

TRACK WORK:

\$ 11,726.37

PROJECT SUBTOTAL:

\$ 89,813.62

900	<u>CONTINGENCIES:</u>	10.00%	\$	8,981.36
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PROJECT TOTAL:

\$ 98,794.98

CURRENT AUTHORIZED BUDGET:

\$ -

TOTAL SUPPLEMENT REQUESTED:

\$ 98,794.98

DIVISION OF COST:

Agency	100.00%	\$	98,795
Railroad	0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch

Approved by: *AJD* CSXT Public Project Group

DATE: 05/13/19 REVISED: 01/00/00 DATE: 05/13/19

PROPOSED SIDEWALK CONSTRUCTION
GRIFFIN STREET ACROSS CSXT
IN THE VICINITY OF CSXT MILEPOST 0ZA-123.86
DANVILLE, VERMILION COUNTY, ILLINOIS
CSXT OP NUMBER IL0536

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. CSX OP# IL0536 must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

PROPOSED SIDEWALK CONSTRUCTION
GRIFFIN STREET ACROSS CSXT
IN THE VICINITY OF CSXT MILEPOST 0ZA-123.86
DANVILLE, VERMILION COUNTY, ILLINOIS
CSXT OP NUMBER IL0536

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 201__, between City of Danville, Illinois and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

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11-D

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN INTER-GOVERNMENTAL AGREEMENT
FOR FY2020 BETWEEN THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN
SERVICES, AND THE CITY OF DANVILLE**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville that the attached Inter-Governmental Agreement #43CYZ03365 between the State of Illinois, Department of Human Services and the City of Danville, is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the same on behalf of the City.

PASSED this _____ day of _____, 2019, by _____ Ayes, _____ Nays,
_____ Absent.

APPROVED:

BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

INTER - GOVERNMENTAL AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND
CITY OF DANVILLE

The Department of Human Services (Grantor or DHS), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762 , and CITY OF DANVILLE (Grantee), with its principal office at 17 W Main St Danville, IL 61832-5758 and payment address (if different than principal office) at _____, hereby enter into this Inter-governmental Grant Agreement ("Agreement"), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party".

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 071437586 is Grantee's correct DUNS number, that 37-6002207 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be

\$4,950.00, of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is TI010018-19, the Federal awarding agency is DHHS, and the Federal Award date is Jul 1, 2019. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is SABG and Number is 93.959. The Catalog of State Financial Assistance (CSFA) Number is 444-26-1565.

1.4. Term. This Agreement shall be effective on Jul 1, 2019 and shall expire on Jun 30, 2020, unless terminated pursuant to this Agreement.

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

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

ILLINOIS DEPARTMENT OF HUMAN SERVICES

CITY OF DANVILLE

By: _____
Signature of Grace B. Hou, Secretary.

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: _____

Date: _____

Printed Title: _____

Printed Name: _____

E-mail: tmccord@danvillepd.org

Printed Title: _____
Designee

By: _____
Signature of First Other Approver, if Applicable

FEIN: 37-6002207

Date: _____

Printed Name: _____

Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Other Approver

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).

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

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the state of Illinois.

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

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

**ARTICLE IV
PAYMENT**

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

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

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

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

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the

funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

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

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

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

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

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

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all

applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

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

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

**ARTICLE VI
BUDGET**

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

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

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation

methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds.

Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VIII
REQUIRED CERTIFICATIONS**

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

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

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

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

this Agreement may be declared void if this certification is false.

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

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

**ARTICLE IX
CRIMINAL DISCLOSURE**

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

**ARTICLE X
UNLAWFUL DISCRIMINATION**

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

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

**ARTICLE XI
LOBBYING**

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

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

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

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

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

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

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

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

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin.

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

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

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

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

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

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

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

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

- (b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see **Error! Reference source not found.**), namely:
- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee’s fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
 - (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

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

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

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

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

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or **Error! Reference source not found.** shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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

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

**ARTICLE XV
AUDIT REQUIREMENTS**

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

15.2. Audit Requirements.

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

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

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

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and

State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

(iv) If Grantee does not meet the requirements in subsections 15.2(a) and 15.2(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

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

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

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

16.1. Termination.

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

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

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

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

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

**ARTICLE XVIII
NOTICE OF CHANGE**

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

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

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

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

Grantee's ability to perform under this Agreement.

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

**ARTICLE XIX
STRUCTURAL REORGANIZATION**

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

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

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

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and

that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

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

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

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

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

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS**

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

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

**ARTICLE XXVI
MISCELLANEOUS**

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

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

for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

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

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

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

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

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

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

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

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

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

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

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

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

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

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

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year - End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A
PROJECT DESCRIPTION**

FEDERAL PROGRAM NAME:
STATE PROGRAM NAME: TOBACCO ENFORCEMENT PROGRAM
PURPOSE OF GRANT

CSFA Number: 444-26-1565
Appropriation FY: 2020
Appropriation Code: 267334900
Appropriation Desc: Dram Shop
Appropriation Amount: \$4,950.00
Use by DHS as Maintenance of Effort (MOE): Yes
Use by DHS as Matching Funds: No
CFDA: 93.959 - CFDA Name: SABG
FAIN Number: TIO10018-19 - FAIN Award Agency: DHHS
FAIN Award Date: Jul 1, 2019

The TEP allows for compliance monitoring of tobacco retail establishments across Illinois to assure that Tobacco products are not sold to minors as defined by state law. The TEP establishes a program of local compliance monitoring to be implemented by municipalities across Illinois. Grantees will assure that tobacco retailers within a municipality are provided with information on what constitutes illegal sales to minors. Grantees are to conduct unannounced compliance checks by contracting with minors who will attempt to purchase tobacco products through supervised compliance checks at tobacco retailers where minors can legally enter. Three rounds of compliance checks conducted during a specified period of all retailers within a municipality will complete the requirements of the program.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

**EXHIBIT B
DELIVERABLES OR MILESTONES**

1. Assure that municipal personnel implementing the program are trained through an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class (to be offered by IDHS SUPR vendor) or have received prior approved training within the last five years. Documentation of prior training may be requested at any point during the contract year or if audited.
2. Hire and train local 16 year old through 20 year-old youth, based upon tobacco ordinance, in tobacco retailer compliance visit processes that assures safety first. Submit proof of age and the completed Minor Participation Packet for each minor to IDHS SUPR by August 31, 2019.
3. Submit completed Provider Performance Reports according to form instructions to IDHS SUPR each quarter by the 30th of the following month.
4. Provide tobacco retailers within municipality 2020 educational materials provided by IDHS SUPR regarding sales to minors. Submit grantee signed Tobacco Retailer Education Log to DHS October 31, 2019 and invoice for the total number of tobacco retailers educated to IDHS SUPR by November 20, 2019. See Exhibit C for payment terms.
5. Conduct a round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by December 21, 2019. Respond to violations according to applicable state laws/regulations and local regulations.
6. Complete the Tobacco Enforcement Program Summary Report on first round of compliance checks. Submit form to IDHS SUPR by January 10, 2020.
7. Conduct a second round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by March 31, 2020. Respond to violations according to applicable state laws/regulations and local regulations.
8. Complete the Tobacco Enforcement Program Summary Report on the second round of compliance checks. Submit form to IDHS SUPR by April 10, 2020.
9. Conduct a third round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by May 20, 2020. Respond to violations according to applicable state laws/regulations and local regulations.
10. Complete the Tobacco Enforcement Program Summary Report on third round of compliance checks and submit invoice for the total number of tobacco retailers that received three rounds of compliance checks to IDHS SUPR by June 10th, 2020.

State Of Illinois.

INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2020 / 3 25 19

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EXHIBIT B

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT C
PAYMENT

Grantee shall receive \$4,950.00 under this Agreement.

Enter specific terms of payment here:

What is the payment method:

Grant-Fixed Rate payments will be processed upon receipt of invoice using the Expenditure Payment Voucher (EPV). The payment method for this award is post services provision Grant-Fixed Rate payments based upon accepted Tobacco Retailer Education Log, Tobacco Enforcement Program Summary Reports, and EPVs.

Rates to be utilized:

Invoice calculations will employ the posted rates for the services. Provider will deliver services in accordance to Exhibit B.

Service Deliverable Description Minimum Unit of ServiceRate

Tobacco retailer education #of retailers \$55.00 per retailer
Compliance checks 3 (rounds) \$55.00 per retailer for 3 completed rounds

Example of a Fixed Rate Budget

Service Deliverable Description Minimum Unit of Service # of retailers Estimated budget
Rate*# of retailers*Unit of

service =

Tobacco retailer education 1 50 \$55 * 50 * 1 = 2750
Compliance checks 1 (3 rounds) 50 \$55 * 50 * 1 = 2750

Expected earnings = \$5500

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

Estimated Annual Contract Amount: \$4,950.00

NOTE: The estimated figures are merely an objective means of computing the contract amount and should not be construed as a guaranteed amount that will be spent on the contract during the fiscal year.

**EXHIBIT D
CONTACT INFORMATION**

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Rafael Rivera
Title: Deputy Director Prevention
Address: 401 S. Clinton
2nd Floor
Chicago, IL 60607-3800
Phone: 312-793-1628
TTY #: _____
Fax #: _____
E-mail Address: rafael.rivera@illinois.gov

GRANTEE CONTACT

Name: Terry McCord
Title: Commander
Address: _____
Phone: 217-431-2220
TTY #: _____
Fax #: _____
E-mail Address: tmccord@danvillepd.org

Additional Information: _____

EXHIBIT E
PERFORMANCE MEASURES

1. All quarterly Provider Performance Reports are submitted as indicated.
2. All tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log submittal to DHS October 31, 2019 and invoice submitted by November 20, 2019. See Exhibit B #3, and #4.
3. First round of tobacco compliance checks completed by December 21, 2019.
4. First round Tobacco Enforcement Program Summary Report submitted by January 10, 2020.
5. Second round of tobacco compliance checks completed by March 31, 2020.
6. Second round Tobacco Enforcement Program Summary Report submitted by April 10, 2020.
7. Third round of tobacco compliance checks completed by May 20, 2020.
8. Third round Tobacco Enforcement Program Summary Report and invoice submitted by June 10th, 2020.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT F
PERFORMANCE STANDARDS

1. 100% of quarterly Provider Performance Reports are submitted as indicated.
2. 100% of tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log and invoice submitted by November 20, 2019. See Exhibit B #3, and #4.
3. At least 90% of first round tobacco compliance checks are completed by December 21, 2019.
4. 100% first round Tobacco Enforcement Program Summary Report received by January 10, 2020.
5. At least 90% of second round tobacco compliance checks completed by March 31, 2020.
6. 100% second round Tobacco Enforcement Program Summary Report and invoice received by April 10, 2020.
7. At least 90% of third round tobacco compliance checks completed by May 20, 2020.
8. 100% third round Tobacco Enforcement Program Summary Report and invoice received by June 10, 2020.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

**EXHIBIT G
SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee.

Based on the results of your agency's FY20 ICQ the below findings require additional action:

ICQ section:

- 03 - Financial and Regulatory Reporting (2 CFR 200.327)
- 06 - Audit (2 CFR 200.500)
- 07 - Organizational Governance
- 10 - Subrecipient Monitoring and Management (2 CFR 200.330 - 332)
- 11 - Fraud, Waste and Abuse

Risk Explanation:

03 - Financial and Regulatory Reporting (2 CFR 200.327)
Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

06 - Audit (2 CFR 200.500)
Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.

07 - Organizational Governance
(Including but not limited to: Board of Directors, City Council, County Board, Leadership, Legislature, Governor's Office, etc.)
Lack of Board oversight eliminates oversight controls of management's activities and increases the likelihood that management could circumvent controls resulting the increased potential for fraud, waste and abuse.

10 - Subrecipient Monitoring and Management (2 CFR 200.330 - 332)
Medium to high risk increases the likelihood that subrecipients are not compliant with grant requirements and could result in fraud, waste and abuse occurring without being detected on a timely basis.

11 - Fraud, Waste and Abuse
Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employees duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.

Required Action:

03 - Financial and Regulatory Reporting (2 CFR 200.327)
Implementation of new or enhanced system, mitigating controls or a combination of both.

EXHIBIT G

06 - Audit (2 CFR 200.500)
Completion of corrective action plan implementation.

07 - Organizational Governance
(Including but not limited to: Board of Directors, City Council, County Board, Leadership, Legislature, Governor's Office, etc.)
Implementation of corrective action that would include enhancing the oversight of the Board.

10 - Subrecipient Monitoring and Management (2 CFR 200.330 - 332)
Implementation of corrective action to enhance the subrecipient monitoring and management.

11 - Fraud, Waste and Abuse
Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Time Allowed:

03 - Financial and Regulatory Reporting (2 CFR 200.327)
One year.

06 - Audit (2 CFR 200.500)
When corrective action is complete.

07 - Organizational Governance
(Including but not limited to: Board of Directors, City Council, County Board, Leadership, Legislature, Governor's Office, etc.)
One year from implementation of corrective action.

10 - Subrecipient Monitoring and Management (2 CFR 200.330 - 332)
One year from the implementation of corrective action.

11 - Fraud, Waste and Abuse
One year after implementation of corrective action.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXVII
ADDITIONAL CERTIFICATIONS**

27.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act**. Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor’s behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements**. Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration**. Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

**ARTICLE XXVIII
ADDITIONAL TERMS**

28.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

28.2 Multiple Locations. In the event that Grantee has more than one location, Grantee shall include in EXHIBIT D either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee’s primary location.

28.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award’s successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee’s authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

28.4 Grant Funds Recovery. The provisions of 89 Ill. Adm. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

28.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor’s premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS’ premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee’s employees and subcontractors assigned to work on Grantor’s premises. Grantee agrees, to the extent permitted by law, to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

28.6 Gifts. In addition to the Gift ban described in Paragraph 26.1, Grantee will provide Grantor with advance notice of Grantee’s provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

28.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor’s choosing. Such notice shall be effective upon dispatch.

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

**ARTICLE XXIX
MONITORING AND INFORMATION**

29.1 Monitoring of Conduct. In addition to Article XII of PART ONE, Grantor shall monitor Grantee’s conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor’s termination of this Agreement.

29.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request,

necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

29.3 Rights of Review. This ARTICLE XXIX does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

**ARTICLE XXX
WORK PRODUCT**

30.1 Assignment of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

30.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

30.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantor will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

30.4 Unresolved Objections; Disclaimer. If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

**ARTICLE XXXI
POST-TERMINATION/NON-RENEWAL**

31.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

31.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

PART THREE – THE PROJECT-SPECIFIC TERMS

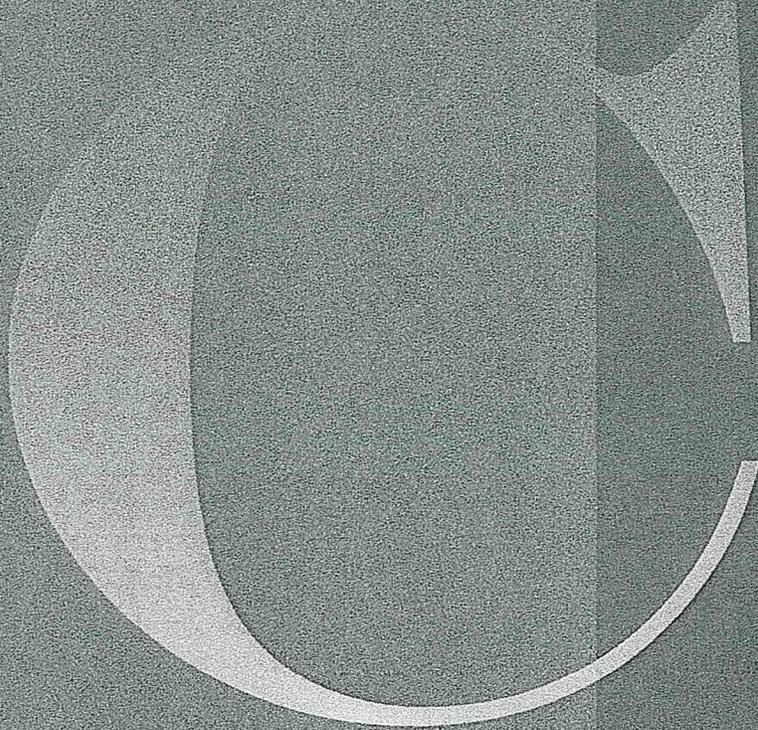
In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

**ARTICLE XXXII
ADDITIONAL REQUIREMENTS**

32.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

32.2 Program Attachment. The related Program Attachment, if applicable is, C. It can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

ATTACHMENT



Division of Substance Use
Prevention and Recovery (SUPR)
Contract Requirements

ILLINOIS DEPARTMENT
OF HUMAN SERVICES

FISCAL YEAR **2020**

Attachment **C**

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I. INTRODUCTION

This document is an attachment to the Illinois Department of Human Services, Division of Substance Use Prevention and Recovery (IDHS/SUPR) Uniform Grant Agreement (UGA). This attachment identifies additional contract rules and requirements that are not specified in the UGA but that apply to all funded organizations.

II. APPLICABLE LAWS, RULES AND REGULATIONS

Compliance is required with all applicable laws, rules, and regulations, and guidelines of State and Federal Government, including but not limited to:

A. Federal

Fee-for-Service (Medicaid) and Grant Funded

1. Program Fraud Civil Remedies Act (45 CFR, Part 79). Certification of compliance with the Program Fraud Civil Remedies Act.
2. Federal regulations regarding Diagnostic, Screening, Prevention, and Rehabilitation Services (Medicaid) (42 CFR 440.130).
3. Confidentiality of Substance Use Disorder Patient Records (42 CFR, Part 2).
4. Federal regulations regarding Opioid Maintenance Therapy (21 CFR 291.505 (FDA)), (21CFR1301-1307 (DEA)).

Grant Funded Only

5. The Substance Abuse Prevention Block Grant Regulations (45 CFR, Part 96).
6. Charitable Choice: Religious organizations as defined under 42 CFR 54.2(b), shall comply with the Charitable Choice Regulations as set forth in 42 CFR 54.1 et seq. regarding funds provided directly to pay for substance use disorder prevention and treatment services under 42 U.S.C. 300x-21 et seq.; 42 U.S.C. 290aa, et seq.; and 42 U.S.C. 290cc-21 to 290cc-35.
 - a. Notice shall be given to each patient and potential patient of his/her right to receive alternative services from another organization, and the right to be referred to alternative services that reasonably meet the requirements of timeliness, capacity, accessibility and equivalency as set forth in 42 CFR 54.8 and 54a.8. It is recommended that the "model notice" set forth in Appendix A of 42 CFR 54a be used.
 - b. Referrals shall be made to alternative organizations as set forth in 42 CFR 54.8 and 54a.8 can be made utilizing 1-833-2FINDHELP or www.helplineil.org to identify suitable alternative organizations.
 - c. A record of referrals made pursuant to these regulations shall be maintained and provided to IDHS on an annual survey as requested.
 - d. No patient or potential patient may be discriminated against based on religion, a religious belief, or a refusal to actively participate in a religious practice.
 - e. Funds shall not be used for inherently religious activities, such as worship, religious instruction or proselytizing.

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B. State

Fee-for-Service (Medicaid) and Grant Funded

1. The Illinois Substance Use Disorder Act (20 ILCS 301), (hereafter referred to as the "Act").
2. Title 77 Ill. Adm. Code, Parts 2030, 2060 and 2090.
3. Title 44, Part 7000, Grant Accountability and Transparency Act.

C. Manuals/Annual On-Line Certification Plan Survey

Fee-for-Service (Medicaid) and Grant Funded

- * DARTS Manual
- * Contractual Policy Manual
- * Annual On-line Certification Plan Survey

Fee-for-Service (Medicaid)

- * Policy Manual for Participants Covered Under the Department of Healthcare and Family Services (IDHFS) Medical Programs

III. TREATMENT AND SUPPORT SERVICES

Services are more specifically described in the IDHS/SUPR Contractual Policy Manual located at www.dhs.state.il.us.

All services can be funded via Grant, but Medicaid fee-for-service reimbursement from SUPR is only allowed for services that are covered in the IDHFS Medicaid State Plan or for waiver services included as pilots in the Better Care Illinois Behavioral Health Initiative. All services must be delivered by SUPR licensed and/or certified organizations.

A. Treatment Services:

1. Level 0.5 (Early Intervention) as specified in Part 2060.402 (a).
2. Level 1 (Outpatient) as specified in Part 2060.401 (b).
3. Level 2 (Intensive Outpatient/Partial Hospitalization) as specified in Part 2060.401 (c).
4. Level 3.5 (Residential Rehabilitation) as specified in Part 2060.401 (d).
5. Level 3.7 (Withdrawal Management) as specified in Part 2060.405.
6. Psychiatric Evaluation: An examination of a patient and exchange of information to determine whether the patient's condition is because of alcohol and/or other drugs or to a diagnosed psychiatric disorder.
7. Medication Monitoring: A medical review of a patient's use of psychotropic medications while in treatment that is conducted by the organization's psychiatrist or physician or physician extender.
8. Medication Assisted Treatment: The prescription of medications that are approved by the U.S. Food and Drug Administration and the Center for Substance Abuse Treatment to assist with treatment for a substance use disorder and to support recovery for individuals receiving services in a facility licensed by the Department. Medication assisted treatment includes opioid treatment services using Methadone.

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9. Level 3.1 (Residential Extended Care) as defined in Part 2060.103 and as specified in Part 2060.401 (d).
10. Level 3.2 (Withdrawal Management) as specified in Part 2060.405.

B. Support Services:

1. Toxicology: Urine, blood or saliva analysis to determine the presence of alcohol and/or other drugs in patients who receive treatment or intervention services.
2. Case Management: A coordinated approach to the delivery of health and medical treatment, substance use disorder treatment, mental health treatment, and social services, linking patients with appropriate services to address specific needs and achieve stated goals.
3. Community Intervention: A service that occurs within the community rather than in a treatment setting. These services focus on the community and its residents and include crisis intervention, case finding to identify individuals in need of service including in-reach and outreach to targeted populations or individuals not admitted to treatment. Outreach is the encouragement, engagement or re-engagement of at-risk individual(s) into treatment through community institutions such as churches, schools and medical facilities (as defined by the community) or through the Illinois Department of Human Services consultation. In-reach is the education of community institutions or State agencies and social services staff regarding the screening and referral of at-risk individuals to treatment programs for the purposes of a clinical assessment.
4. Recovery Home: Services as specified in Part 2060.509 and/or in the service requirements located in the Contractual Policy Manual.
5. Criminal Justice Services: Activities designed to serve those criminal justice offenders with substance use disorders currently under the jurisdiction of the Circuit Courts and Judicial Districts of the State of Illinois, County Probation Departments, local State's Attorney's Offices and County Sheriff's Departments. Services are designed to refer such offenders into treatment programs as an alternative to prosecution or incarceration and to clinically monitor and track such clients' progress in treatment.

Activities designed to also serve inmates involved with or who are parolees of Department of Corrections Correctional Center substance use disorder treatment programs. These services are designed to intervene and address multiple problems, often chronic in nature, presented by the inmate at the time of parole to the community and must include referrals to licensed community-based substance use disorder treatment organizations for continuing treatment and/or recovery.
6. Medications: Limited reimbursement for the cost of medication.
7. Interpreter Services for the Deaf or Hearing Impaired: Interpreter services for treatment clients who are also deaf or hearing impaired.
8. Child Domiciliary: Beds for children who reside with a parent who is receiving residential care or who is residing in a recovery home.
9. Gambling Intervention and Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use and gambling disorders or primary gambling disorders.

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10. Special Project: The provision of special or unique projects. Descriptions are specified in a separate scope of services (Uniform Grant Agreement exhibit) that are incorporated into and, therefore, are a part of the IDHS Uniform Grant Agreement.
11. Vouchered Contract Deliverable: The provision of a contracted service, product, or expenditure, either through fixed rate or grant that cannot be billed electronically through DARTS.

C. Interim Services (42CFR Part 2 96.121):

Interim Services or Interim Substance Use Disorder Services means services that are provided until an individual is admitted to a substance use disorder treatment program. The purposes of the services are to reduce adverse health effects, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

D. Tuberculosis Services:

Counseling regarding tuberculosis and testing to determine infection with mycobacterium tuberculosis to determine the appropriate form of treatment and to provide a referral for infected persons for appropriate medical evaluation and treatment. Through arrangements with other public or nonprofit entities, such tuberculosis services shall be routinely available to everyone receiving treatment for a substance use disorder; and in the case of an individual in need of such treatment, who is denied admission based on the lack of capacity of the organization to admit the individual, will refer the individual to another provider of tuberculosis services.

E. Pregnant Women and Women with Dependent Children (45CFR 96.124):

Families shall be treated as a unit and therefore organizations shall admit both women and their children into treatment, if appropriate, including women attempting to regain custody of their children. The organization shall also make available, either directly or through linkage agreements with other public or nonprofit entities, the provision or arrangement for the following services:

1. Primary medical care for women, including referral for prenatal care and the provision of child care while such women are receiving these services;
2. Primary pediatric care, including immunization, for children;
3. Gender specific treatment and therapeutic interventions for the women which may address relationship issues, sexual and physical abuse, parenting skills and the provision of child care while such women are receiving these services;
4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse and neglect; and
5. Sufficient case management and transportation to ensure women and their children have access to these services.

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F. Treatment Services for Pregnant Women (45CFR 96.131):

Pregnant women who seek or are referred and who would benefit from such services shall be given preference in admission to treatment. The organization shall publicize the availability of treatment services to this population and that priority is given for admission. If unable to admit a pregnant woman because of insufficient capacity or because the organization does not deliver the necessary services, referral to another organization must be made and documented within 48 hours of the request. The organization shall also notify the Department regarding such persons for whom it lacks the capacity to admit. This notification shall be made using the Department's Capacity Management System, hereafter referred to as "CAPMAN" which will enable the Department to identify an organization with the capacity to provide the necessary treatment.

G. Capacity for Treatment for Patients with Injecting Substance Use Disorders (45CFR 96.126):

If the organization delivers treatment for patients with injecting substance use disorders, it shall:

1. Notify the Department immediately upon reaching 90% capacity to admit such individuals. Such notification shall be by use of CAPMAN.
2. Admit an individual who requests and needs treatment for intravenous drug use no later than 14 days after the individual makes the request for admission; or 120 days after the date of the initial request, if no organization has the capacity to admit the individual on the date of such request and if interim services, as defined herein, are made available to the individual not later than 48 hours after such request.
3. Establish a waiting list, which includes a unique patient identifier for each individual seeking treatment, including those receiving interim services, while awaiting admission to treatment.
4. Use outreach models that are evidence-based and scientifically sound or, if no such models are available which are applicable to the local situation, use an approach which reasonably can be expected to be an effective outreach method. All models shall require that outreach efforts include the following:
 - a. Selecting, training and supervising outreach workers;
 - b. A strategy to contact high risk substance users, their associates and neighborhood residents that conforms to state and federal confidentiality requirements including 42CFR, Part 2;
 - c. Promoting awareness among injecting drug users about the relationship between injecting drug use and communicable diseases such as HIV;
 - d. Recommend steps that can be taken to ensure that HIV transmission does not occur; and
 - e. Encouraging entry into treatment.

IV. DELIVERABLES

Fee-for-Service (Medicaid) and Grant Funded

- A. Contractual Policy Manual, and Specific Exhibits: The terms and conditions and deliverables set forth in the Contractual Policy Manual and in all applicable Exhibits

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and/or service requirements located in the Manual shall be in addition to those contained in this principal Attachment. They are incorporated herein by reference.

- B. Conflict Between Attachment C, Exhibits and Service Requirements: In the event of a conflict between Attachment C, and an Exhibit or Service Requirement, the terms of the latter shall supersede and govern.

Grant Funded Only

- C. Continuity of Services: The funds obligated under this award are for the entire twelve-month period of the State fiscal year referenced herein. Therefore, the organization shall ensure that all services funded by this award are available for the entire twelve-month period of the fiscal year irrespective of when full disbursement of the award occurs.
- D. Annual On-Line Certification Plan Survey: The organization shall complete an Annual On-Line Certification Plan Survey in a format prescribed by the Department and have such a plan approved in writing and on file with the Division of Substance Use Prevention and Recovery.

V. PAYMENT

- A. Funding Methodology: Grant or Grant Fixed-Rate shall be the funding methodology for all funds. The Department shall select the method of disbursement for each purchased service. This payment method is in effect for the entire State fiscal year.

Grant Funded Only: As set forth in 89 Ill. Adm. Code 511.15, “grant” means “receipt of all or part of the funding in advance of the actual delivery of services.” This includes prorated prospective payments and payments made by the Department on an estimated basis or any other basis when the Department does not know the actual amount earned. This does not include advance and reconcile payments made under the authority of the Illinois Finance Act (30 ILCS 105/9.05), nor does it include payments made by the Department when there is documentation prior to expiration of the lapse period to which the expenditures are charged that the goods or services were received. All funds paid as a grant are subject to the Illinois Grant Funds Recovery Act (30 ILCS 705).

1. Disbursement of grant funds shall be based upon a monthly-designated amount.
2. Disbursement for services funded via grant shall be, at a minimum at least, monthly if the organization remains in compliance with all financial and service reporting requirements, subject to adjustments as described herein.
3. All funds disbursed by the Department on a grant basis shall be managed to ensure delivery of services throughout the fiscal year.
4. Fund reconciliation for those funds disbursed as grant shall occur at least annually and compare the actual eligible pre-approved expenditures (budgeted) to the total of all Department grant payments processed for the specific grant line item/award, and the actual expenses per their audit.

Grant-Expenditure Based: These are paid based on an IDHS/Division of Substance Use Prevention and Recovery preapproved budget for projected expenditures. These payments occur after documentation has been received and approved by the Department.

Grant-Deliverable Based: These payments are made upon a predetermined agreement of deliverables due, connected to an agreed upon value or rate/value with the Department regarding the deliverable. Monthly reporting is required, and payments are made post

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receipt and on acceptance of the deliverable. These payments occur after documentation has been received and approved by the Department.

Grant-Advance Reconcile Based: This type of funding means that all or part of the funding is disbursed in advance of the actual delivery of services. This includes prorated prospective payments and payments made by the Department on an estimated basis or any other basis when the Department does not know the actual amount that will be earned. This is only done with preapproval by the Department with a clear expectation of reconciliation methodology to be used and repayment of any potential overpayments.

Grant Fixed-Rate: means payments for non-Medicaid services based on a rate, unit cost or allowable costs incurred, that are based on a statement, bill or DARTS submission as required by IDHS. Fixed-Rate payments are subject to all Federal administrative regulations and requirements including, but not limited to, OMB Circular A-102, OMB Circular A-100, OMB Circular A-133, and are subject to all applicable cost principles, including OMB Circular A-21, OMB Circular A-87 and OMB Circular A-122. A Fixed-Rate agreement, in common terminology, is a non-Medicaid fee-for-service agreement.

- B. All Payments made by the Department are subject to post-payment audit and recovery procedure as set forth in VIII, F. of this attachment.
- C. Disbursement Adjustment: An adjustment to disbursement of contract funds may occur in accordance with the provisions specified in Part 2030 and as set forth herein, if the organization:
 - 1. Is late in reporting required financial or service data. Late reporting is defined as late for two consecutive months or for any three months during the fiscal year based upon the time lines established herein.
 - 2. Does not demonstrate compliance with any specific programmatic or reporting requirement.
 - 3. Has an outstanding repayment due to the Department.

Such adjustments shall not be considered “recoveries” under the Grants Funds Recovery Act.

- D. Case Management, Early Intervention and Community Intervention Billing Allowance: A percentage of the total contract award can be used for delivery of case management, early intervention and community intervention services. The allowance percentage will be specified in the Contractual Policy Manual. Any earnings from any other source beyond the limit of the contract award may not be used to determine adherence to the established percentage.
- E. Final Billing Submission Date: The final submission date for billing all non-Medicaid funded services is close of business of the first Monday of August. Notification is provided twice a year in writing of the actual date. It is the responsibility of each organization to ensure that these billings are submitted for DARTS or manual processing by this date. As a reminder, it is critically important that DARTS or manual billing errors be resolved when they occur as delays in billing reconciliation from the organization that result in non-accepted or late submissions will not be eligible for payment through the Court of Claims. Examples of such delays that are the responsibility of the organization are:

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1. Submission of claims past the August date.
2. Non-reconciliation of software reporting problems resulting in inability to submit bills by the August date.
3. Non-reconciliation of DARTS or manual billing errors by the August date.
4. Non-submission of manual payment vouchers by the August date.

To assist with compliance to year-end submissions, it is strongly recommended that June DARTS or manual earnings, as well as any other prior month's earnings, be submitted as early as possible in July to allow time for correction of errors. Adherence to this submission deadline is a factor that is evaluated during each state fiscal year contracting process.

VI. ELIGIBILITY CRITERIA

- A. Patient Eligibility: All individuals who receive services funded by the Department must:
 1. Meet the income eligibility requirements specified in the Contractual Policy Manual and/or;
 2. Meet any stated eligibility conditions in an Exhibit referenced in the Attachment C cover page, the Contractual Policy Manual, and Exhibit 1 for the applicable fiscal year award and/or;
 3. Have a valid Illinois medical card for Medicaid reimbursement.
- B. Gender/Religion: No organization shall, on the grounds of gender (including in the case of any woman due to pregnancy) or of religion, exclude any patient from participation in, or deny the benefits of any services or activities funded hereunder.
- C. Service Priorities: In its admission of patients for services as described in this Agreement, the organization shall, and certifies that it does, give priority to the following patients (unless such priority would violate State or Federal Law). Priorities 1, 2, and 3 must be addressed in rank order.
 1. Pregnant women with injecting drug use.
 2. Pregnant women with a substance use disorder.
 3. Individuals with injecting drug use.
 4. All others as specified herein including post-partum women and women with children; DCFS referred persons; TANF, DOC releasees and those with service in the U.S. Armed Forces.
- D. TANF Referrals: Any TANF individuals referred from an IDHS office must be given priority status for placement as specified herein. Such individuals must receive an assessment within 48 hours and every attempt should be made for an immediate placement in treatment. The organization shall comply with all paperwork requirements associated with the referral, placement, progress, and sanctioning of such individuals (i.e., referral acceptance form, progress report form).
- E. Service Members, Veterans, and Their Families (SMVF): The organization shall:
 1. Develop policies and procedures regarding the provision of substance use disorder services to SMVF.

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2. Develop a list of referral resources to assist SMVF address issues related to Post Traumatic Stress Disorder, suicide prevention, employment, education, housing, and the process of applying for State and Federal veteran's benefits.
3. Ensure that the following inquiry is made when conducting any initial screening or evaluation. "Have you or a loved one ever served in the U.S. Armed Forces?"
4. Ensure SMVF have access to culturally appropriate services, through development of a training plan to improve staff awareness of SMVF issues and increase staff understanding of military culture. Training resources can include the Illinois Joining Forces network (<http://www.illinoisjoiningforces.org/>), the Illinois Department of Veterans Affairs (<https://www2.illinois.gov/veterans/Pages/default.aspx>), U.S. Department of Veterans Affairs (<http://www.va.gov/>), and the VA's Community Providers toolkit (<https://www.mentalhealth.va.gov/communityproviders/>).

VII. REPORTING REQUIREMENTS

- A. Electronic Reporting: All organizations, unless otherwise specified in writing by the Department, shall report service data electronically. Organizations shall also report any other data requested by the Department to carry out its duties. The preferred method of reporting service data is through software supplied by the Department (DARTS) unless another arrangement has been made in writing.
- B. Source Data: The organization shall be able to verify, upon request, all DARTS and manual reporting data entries via hard copy of source documentation as defined and described in the IDHS Contractual Policy Manual for the current fiscal year.
- C. Fiscal Data: The organization must furnish service related and financial data as reasonably requested and as required by the principal Agreement and by 77 Ill. Adm. Code 2030, IDHS fiscal reviews, and any applicable Federal funds as required by the Federal CFDA number and/or applicable Federal OMB circular.
- D. DASIS: The U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration, Drug and Alcohol Services Information System (DASIS), National Survey of Substance Abuse Treatment Services (N-SSATS) questionnaire shall be completed by the organization at least annually. One survey shall be completed per site number (one I-SATS number is assigned per site). Inventory of Substance Abuse Treatment Services (I-SATS) are assigned by the Substance Abuse and Mental Health Services Administration (SAMHSA) to all treatment facilities. The I-SATS ID number is the same identifier for the Treatment Episode Data Set (TEDS), and the National Survey of Substance Abuse Treatment Services (N-SSATS) systems.

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- E. Manual Reporting: All manual report requirements set forth in specific service requirements located in the Contractual Policy Manual shall be submitted in the following time frame:

Monthly: Submitted by the fifteenth working day of the following month.

All such reports shall be submitted to the following address:

Contract Management
Attn: Supervisor
Illinois Department of Human Services
Division of Substance Use Prevention and Recovery
401 South Clinton Street, Second Floor
Chicago, Illinois 60607-3800

- F. Capacity Management/Waiting List: The organization shall report capacity information for residential and/or outpatient methadone treatment to the Capacity Management System ("CAPMAN") daily. Reporting shall occur in a manner specified by the Department. The organization agrees to make every reasonable effort to locate and effect referrals to appropriate services for any patient who is specified as a priority service population as described herein, before placing such patient on a waiting list. Organizations shall maintain a documented record system, which includes patient locating information for patients it has placed on a waiting list.

VIII. SPECIAL CONDITIONS

- A. Training: The organization shall attend and participate in Department sponsored training and technical assistance. The organization shall be notified of required training and shall be responsible for all related travel expenses, unless otherwise specified by the Department.
- B. Notifications: The organization shall:
1. Notify the Department immediately in writing upon discovery of any substantial problem relative to the submission of any required service or financial data.
 2. Obtain approval from the Department in writing 90 calendar days prior to any planned cessation or relocation of any service or facility funded in part or total by the Department. **Failure to obtain such approval is a material breach of this agreement and voids the Department's funding obligation for such program.**
- C. Peer Review: Peer review, coordinated through the Department, will be conducted on selected organizations to assess the quality, appropriateness, and efficiency of treatment services delivered in accordance with 77 Ill. Adm. Code 2060 and in accordance with the requirements of 45 CFR, Part 96.136.
- D. Staff Development: The organization shall provide staff development, including continuing education and will participate in continuing education/professional development with respect to:
1. Recent trends in SUD in the state;
 2. Improved methods and evidence-based practices for SUD and prevention services;
 3. Performance accountability;
 4. Data Collection and reporting requirements; and

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5. Any other matters that would serve to improve the delivery of SUD prevention and treatment within the state.
- E. Evaluations: The organization may be randomly selected to participate in outcome evaluations by the Department. If selected, the organization shall assist as requested within reason, i.e., locating and interviewing patients, obtaining required written consent from patients. The organization shall within reason and in accordance with confidentiality requirements, keep contact information on former patients, which includes at least three individuals that may be contacted regarding the patient's residence.
- F. Monitoring and Post-Payment Auditing: The organization shall allow the Department access to its facilities, records and employees for the purposes of monitoring and post-payment auditing. Any findings arising from monitoring or post-payment audits will be shared with the organization. The organization shall submit corrective action plans to IDHS/Division of Substance Use Prevention and Recovery as requested, shall comply with plans of correction relative to monitoring and may be subject to license sanctions for non-compliance. Post-payment audit will also result in recoupment of funds, which are the subject of audit findings. Any funds, which have been determined to be unsupported; to be overpayments; or otherwise to be improperly held, shall be returned to the Department.
1. Grant funds shall be recovered as disbursement adjustments during the contract or pursuant to the Illinois Grant Funds Recovery Act and 89 Ill. Adm. Code 511 at the end of the grant period.
 2. Grant Fixed Rate and Drunk and Drugged Driving Prevention Fund (DDDPF) funds shall be recovered pursuant to a notice of intent to recover unsubstantiated billings and a chance for written informal review.
 3. Medicaid funds shall be recovered pursuant to 89 Ill. Adm. Code 140.15 and 89 Ill. Adm. Code 104.200 et. seq. regarding Medical Vendor Hearings.
- G. Fiscal Requirements for Grant Funded Only: Federal (SAPT, ASAF) Award funds may not be used:
1. To provide inpatient hospital services, except as determined to be medically necessary in accordance with Federal guidelines;
 2. To make cash payments to intended recipients of health services except in the case of program outcome evaluations;
 3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
 4. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds without prior approval;
 5. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS;
 6. To provide financial assistance to any entity other than a public or nonprofit private entity;

IDHS/Division of Substance Use Prevention and Recovery Attachment C for FY 2020

7. To expend more than the amount prescribed by Section 1931 (a)(3) of the PHS Act for the provision of treatment services in penal or correction institutions of the State; and
8. The organization shall adhere to all applicable requirements cited in federal regulations 2 CFR200 as well as SABG requirements stated in federal regulations Title 45; Part 96; Subpart L; 96.135.

H. Funding Policy:

1. The organization shall establish systems regarding eligibility, billing and collection to assure that persons entitled to third party payment benefits (other than State or Federal funds) are reimbursed therefrom, and that all other provisions regarding patient eligibility and payment are implemented as specified in the Contractual Policy Manual.
2. Substance use disorder treatment services billed to this contract agreement shall be reimbursed at the rates set forth in current Contractual Policy Manual. Rates for existing programs will remain in place during the period of this agreement or until otherwise indicated in writing by the Department.
3. Funding is provided for services to all eligible individuals regardless of where they reside in Illinois unless otherwise specified by the Department.

I. Global Funding:

Global funding combines multiple services together into one funding amount that is used for disbursement. An earnings expectation is established as the global funding amount to provide service flexibility throughout all levels of care. However, dedicated funding may be established within global funding relative to expectations for a specific service or population.



**State of Illinois
FIXED RATE GRANT BUDGET**

Agreement Numbers. 43CZ03365

State Agency Illinois Department of Human Services FY. 2020
 Grantee CITY OF DANVILLE Notice of Funding Opportunity (NOFO) Number. N/A
 Data Universal Number System (DUNS) Number 071437586 FEIN 376002207
 Catalog of State Financial Assistance (CSFA) Number 444-26-1565 CSFA Short Description. TOBACCO ENFORCEMENT PROGRAM
 Catalog of Federal Domestic Assistance (CFDA) Number N/A CFDA Short Description. N/A

Projected number of unduplicated clients to be served, all services in State FY 2020: 45

Final Approved Amount: \$4,950.00

IDHS regions to be served (Check all that apply):

- Region 1 Region 2 Region 3 Region 4 Region 5

Service Deliverables

Description	Minimum Unit of Service	Code	Rate	Projected number of Units of Service Annually	Projected Earnings for State FY 2020
Retailer Education	45.000	TEP	\$55.000	45	\$2,475.00
Compliance Checks	3.000	TEP	\$55.000	45	\$2,475.00

Total Projected Earnings: \$4,950.00

See NOFO for applicable rate information.

Narrative

(Please provide a narrative explanation describing your allocation methodology and/or any formulas used to derive rates.)

Retailer Education 45 retailers @ \$55 rate = \$2,475. 3 Compliance checks of 45 retailers @ \$55 rate = \$2,475.

Combination of both = \$4,950

-- END OF NARRATIVE DESCRIPTION --

Contract Published Date Time: 2019.07.02.14.28.56 348



State of Illinois
FIXED RATE GRANT BUDGET

Agreement Numbers. 43CVZ03365

State Agency <u>Illinois Department of Human Services</u>	FY. <u>2020</u>
Grantee <u>CITY OF DANVILLE</u>	Notice of Funding Opportunity (NOFO) Number. <u>N/A</u>
Data Universal Number System (DUNS) Number <u>071437586</u>	FEIN <u>376002207</u>
Catalog of State Financial Assistance (CSFA) Number <u>444-26-1565</u>	CSFA Short Description. <u>TOBACCO ENFORCEMENT PROGRAM</u>
Catalog of Federal Domestic Assistance (CFDA) Number <u>N/A</u>	CFDA Short Description. <u>N/A</u>

Certification under 2 CFR 200.415

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

Note: The required signers must have the authority to enter into contractual agreements on the behalf of the organization. Additionally, the Uniform Budget Template must be used for periodic reporting.

Grantee Approval:

Budget version: 1.0.1 - Signed off as Executive Director and Submitted to program review by TERRY MCCORD Commander on 05/09/2019 10:14:08 PM

Agency Fiscal & Administrative Approval:

Budget version: 1.0.3 - Signed off as Fiscal Admin by Richard Nance on 06/17/2019 08:07:52 PM

Agency Program Approval:

Budget version: 1.0.4 - Signed off as Program by CHEMETHA BAKER on 06/24/2019 03:49:14 PM

Budget Revision Approved:

Grantee:

--Awaiting Signature--

Agency Fiscal & Administrative Approval:

--Awaiting Signature--

Agency Program:

--Awaiting Signature--

Contract Published Date Time: 2019.07.02.14.28.56 348